

**AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, AUGUST 14, 2017
7:00 P.M. – CITY HALL**

A. CALL TO ORDER

1. Pledge of Allegiance
2. Approval of Additions to the Agenda (Council Action-Motion)

B. 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. Regular Council Meeting Minutes of July 10, 2017
2. Special Council Meeting Minutes of August 1, 2017
3. City – Month End Revenue Report dated July 2017
4. City – Month End Expenditures Report dated July 2017
5. July 2017 Budget to Actual Analysis
6. Pledged Collateral Report dated July 31, 2017
7. Police Report for Crosslake – July 2017
8. Police Report for Mission Township – July 2017
9. Fire Department Report – July 2017
10. North Memorial Ambulance Report – July 2017
11. Planning and Zoning Monthly Statistics
12. Planning and Zoning Commission Meeting Minutes of June 23, 2017
13. Public Works Commission Meeting Minutes of July 5, 2017
14. Crosslake Park/Library Commission Minutes of July 26, 2017
15. Crosslake Roll-Off Recycling Report for July 2017
16. Waste Partners Recycling Report for June 2017
17. Accept Resignation of EDA Member
18. Payment Estimate #1 for 2017 Road Improvements in the amount of \$38,014.16
19. Resolution Accepting Donations
20. Bills for Approval

C. CRITICAL ISSUES –

1. Ann Antonsen of Springsted – Presentation of Classification and Compensation Study (Council Action-Motion)
2. Cindy Myogeto – Approval for Chili Cookoff on September 30, 2017 (Council Action-Motion)

D. MAYOR'S REPORT

E. PUBLIC FORUM - No action will be taken on any of the issues raised. If appropriate, the issues will be placed on the agenda of a future council meeting. Speaker must state their name and address. Each speaker is given a three minute time limit.

F. CITY ADMINISTRATOR'S REPORT

1. Proposal for ADA Inspection Services (Council Action-Motion)
2. Approval to Purchase Rescue Boat for Fire Department Using Proceeds of Hovercraft (Council Action-Motion)

G. COMMISSION REPORTS

1. PLANNING AND ZONING

- a. Preliminary Plat Approval for Golf View Townhomes at Town Square (Council Action-Motion)
- b. Final Plat Approval for Golf View Townhomes at Town Square (Council Action-Motion)
- c. Update on Floodplain Ordinance (Council Information)

2. PUBLIC SAFETY

- a. Update on Parking on West Shore Drive (Council Information)

3. PARK & RECREATION/LIBRARY

- a. Staff Report dated August 8, 2017 from Jon Henke Re: Community Center Updates (Council Information)

4. PUBLIC WORKS/CEMETERY/SEWER

- a. Easement and Maintenance Agreement Between the City of Crosslake and Crosswoods Development (Council Action-Motion)
- b. Request Approval to Hire Ritter & Ritter for Sanitary Sewer Cleaning (Council Action-Motion)
- c. Letter dated August 3, 2017 from Bolton & Menk Re: Bid Evaluation for the WWTF Improvements (Council Action-Motion)
- d. Quotes to Replace Cement Sidewalks at City Hall (Council Action-Motion)
- e. Update on Salt/Sand Building Replacement/Repair (Council Action-Motion)

H. CITY ATTORNEY REPORT

- I. **PUBLIC FORUM** – No action will be taken on any of the issues raised. If appropriate, the issues will be placed on the agenda of a future council meeting. Speaker must state their name and address. Each speaker is given a three minute time limit.

J. OLD BUSINESS

K. NEW BUSINESS

L. ADJOURN

B.1.

**REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, JULY 10, 2017
7:00 P.M. – CITY HALL**

The Crosslake City Council met in the Council Chambers of City Hall on Monday, July 10, 2017. The following Council Members were present: Mayor Patty Norgaard, Dave Nevin, Gary Heacox, Dave Schrupp and Brad Nelson. Also present were City Administrator/Consultant Dan Vogt, Finance Director/Treasurer Mike Lyonais, City Clerk Char Nelson, Police Chief Erik Lee, Park Director Jon Henke, Land Service Supervisor Chris Pence, Crow Wing County Land Service Specialist Jon Kolstad, City Attorney Brad Person, City Engineer Mike Rardin, Northland Press Reporter Bill Monroe, and Echo Publishing Reporter Theresa Bourke. There were approximately seven people in the audience.

A. CALL TO ORDER – Mayor Norgaard called the Regular Council Meeting to order at 7:00 P.M. The Pledge of Allegiance was recited. MOTION 07R-01-17 WAS MADE BY DAVE NEVIN AND SECONDED BY DAVE SCHRUPP TO APPROVE THE ADDITIONS TO THE AGENDA. MOTION CARRIED WITH ALL AYES.

B. CONSENT CALENDAR – MOTION 07R-02-17 WAS MADE BY DAVE SCHRUPP AND SECONDED BY GARY HEACOX TO APPROVE THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR:

1. SPECIAL COUNCIL MEETING MINUTES OF JUNE 12, 2017
2. REGULAR COUNCIL MEETING MINUTES OF JUNE 12, 2017
3. SPECIAL COUNCIL MEETING MINUTES OF JUNE 26, 2017
4. CITY – MONTH END REVENUE REPORT DATED JUNE 2017
5. CITY – MONTH END EXPENDITURES REPORT DATED JUNE 2017
6. JUNE 2017 BUDGET TO ACTUAL ANALYSIS
7. PLEDGED COLLATERAL REPORT DATED JUNE 30, 2017
8. MEMO DATED JULY 7, 2017 RE: TIF REIMBURSEMENT
9. POLICE REPORT FOR CROSSLAKE – JUNE 2017
10. POLICE REPORT FOR MISSION TOWNSHIP – JUNE 2017
11. FIRE DEPARTMENT REPORT – JUNE 2017
12. NORTH MEMORIAL AMBULANCE REPORT – JUNE 2017
13. PLANNING AND ZONING MONTHLY STATISTICS
14. PLANNING AND ZONING COMMISSION MEETING MINUTES OF MAY 26, 2017
15. PUBLIC WORKS COMMISSION MEETING MINUTES OF JUNE 5, 2017
16. LETTER DATED JULY 5, 2017 FROM CROW WING COUNTY HIGHWAY DEPARTMENT RE: FUTURE COUNTY HIGHWAY PROJECTS
17. CROSSLAKE PARK/LIBRARY COMMISSION MINUTES OF JUNE 28, 2017
18. CROSSLAKE ROLL-OFF RECYCLING REPORT FOR JUNE 2017
19. WASTE PARTNERS RECYCLING REPORT FOR MAY 2017
20. MEMOS FROM LEAGUE OF MN CITIES RE: LEGISLATORS OF DISTINCTION FOR 2017
21. GROUP TRANSIENT MERCHANT PERMIT FOR MN ASSISTANCE COUNCIL FOR VETERANS FOR RIB COOKOFF
22. RESOLUTION NO. 17-10 ACCEPTING DONATIONS

23. BILLS FOR APPROVAL IN THE AMOUNT OF \$140,518.48
24. MEMO DATED JULY 7, 2017 FROM CITY CLERK RE: REPURCHASE CEMETERY LOT AND
25. ADDITIONAL BILLS FOR APPROVAL IN THE AMOUNT OF \$55,865.08.
MOTION CARRIED WITH ALL AYES.

C. CRITICAL ISSUES –

1. Paul Bunyan Scenic Byway Association Representative Rod Nelson appeared before the Council to request support through membership fees. Mr. Nelson gave a brief description of the byway and how funds are used. The 54 miles of byway goes through 14 townships/cities and two counties. There are 21 byways in Minnesota, seven of which are distinguished as National. The Paul Bunyan Scenic Byway is one of them. The Byway strives to enhance the community and attract tourists. Although the membership renewal letter requested \$200, Mr. Nelson suggested that an annual fee of \$1,000 be added to the City's budget for 2018 and thereafter. Mike Lyonais made a note to add this item to the 2018 Budget meetings. MOTION 07R-03-17 WAS MADE BY GARY HEACOX AND SECONDED BY DAVE NEVIN TO APPROVE \$200 FOR THE 2017 MEMBERSHIP FEE TO PAUL BUNYAN SCENIC BYWAY ASSOCIATION. MOTION CARRIED WITH ALL AYES.

D. MAYOR'S REPORT – The Mayor announced that the Crosslake Community School is fundraising for the new school building.

Mayor Norgaard read a prepared letter from herself to the Council regarding the need for a full-time City Administrator. MOTION 07R-04-17 WAS MADE BY PATTY NORGAARD AND SECONDED BY DAVE SCHRUPP TO NOTIFY DAN VOGT, CURRENT PART-TIME CONSULTANT, THAT THE CITY OF CROSSLAKE WILL BEGIN THE SEARCH FOR A FULL-TIME CITY ADMINISTRATOR/TREASURER, IN ACCORDANCE WITH MR. VOGT'S AGREEMENT THAT THE CITY PROVIDE A 90-DAY NOTICE FOR TERMINATING THE AGREEMENT AND TO ELIMINATE THE TREASURER/FINANCE DIRECTOR POSITION HELD BY MIKE LYONAI. Dave Nevin questioned the need for a search for a City Administrator because Mike Lyonais would do a great job in that position. Gary Heacox stated that he was in favor of moving forward with the appointment of Mike Lyonais to City Administrator and to use Dan Vogt as a consultant. Dave Schrupp noted that Mike Lyonais could apply for the position. Dan Vogt stated that he has worked for the City since March 2013 and that he has no issue with the City creating a full-time city administrator position. Mr. Vogt reported that he is working with the City of Nisswa to hire a city administrator. There were 89 applications and it has been narrowed down to three. Mr. Vogt is sure that Mr. Lyonais would be in the final three if he had applied for the position. The Council minutes from the day Mr. Lyonais was hired state that he could take on a managerial role. Mr. Vogt told the Council that the City of Pequot Lakes conducted a lengthy search for a city administrator and ended up promoting from within. MOTION FAILED WITH NELSON, NEVIN AND HEACOX OPPOSED.

MOTION 07R-05-17 WAS MADE BY DAVE NEVIN AND SECONDED BY GARY HEACOX TO APPOINT MIKE LYONAI AS FULL-TIME CITY

ADMINISTRATOR/TREASURER WITH A PERFORMANCE REVIEW TO BE COMPLETED IN FEBRUARY 2018, TO ADJUST WAGE AND TO COMPENSATE MR. LYONAI RETROACTIVELY TO 7/10/17 ONCE THE SPRINGSTED JOB CLASSIFICATION AND COMPENSATION STUDY IS RECEIVED, AND TO USE DAN VOGT AS CONSULTANT AS NEEDED. MOTION CARRIED WITH ALL AYES.

- E. PUBLIC FORUM** – Mark Wessels of 13336 East Shore Road appeared before the Council and stated that the Mayor should have discussed the issue of terminating agreements and eliminating positions with the Council before letting staff know of her intentions.

Chamber Representative Cindy Myogeto thanked the Scenic Byway for the tear-off maps that they provide to the community, announced that raffle tickets for the school house are available at the Chamber building, reported that the Chamber will be holding “Crosslake Night Out” on August 1st in conjunction with “National Night Out”, and gave numerous thank you’s to everyone that helped with the fireworks on July 1st.

Marcia Prescott of 34336 West Shore Drive appeared before the Council to report that the parking on West Shore Drive at the public access by her home has become a safety hazard and asked the Council for help. Chief Lee replied that there are not many alternative parking areas but that he would work with Public Works Director Ted Strand to find a solution.

F. CITY ADMINISTRATOR’S REPORT

1. MOTION 07R-06-17 WAS MADE BY BRAD NELSON AND SECONDED BY DAVE NEVIN TO RELINQUISH CITY POWERS TO CONDUCT LOCAL BOARD OF APPEAL AND EQUALIZATION BOARD. Brad Nelson stated that two hours of training was not enough to determine property values. Dave Schrupp agreed. MOTION CARRIED WITH ALL AYES.
2. Mike Lyonais thanked the Council for their support in his new role and explained the resolution before them regarding reimbursement bonds and how they work. MOTION 07R-07-17 WAS MADE BY BRAD NELSON AND SECONDED BY GARY HEACOX TO APPROVE RESOLUTION NO. 17-11 ESTABLISHING PROCEDURES RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE. MOTION CARRIED WITH ALL AYES.
3. Dan Vogt reported that the City received a complaint regarding ADA issues at area businesses. Mr. Vogt suggested that the City contract with an ADA specialist from another community to sign off on any land use permits from businesses to verify that they are ADA compliant.
4. MOTION 07R-08-17 WAS MADE BY DAVE SCHRUPP AND SECONDED BY GARY HEACOX TO HOLD A BUDGET WORKSHOP ON TUESDAY, AUGUST 8, 2017 AT 6:00 P.M. IN CITY HALL. MOTION CARRIED WITH ALL AYES.

Dan Vogt thanked the Council, staff and community for their support during his time in Crosslake.

G. COMMISSION REPORTS

1. PLANNING AND ZONING

- a. Chris Pence reported that a comment period was held from 5/15/17 to 6/19/17 and a Public Hearing was held on 6/23/17 for the proposed changes to Chapter 26 Land Use Ordinance. No comments were received. The changes were minimal. The Planning and Zoning Commission was in favor of the changes. Mayor Norgaard stated that she attended the public hearing and that the information was straight forward. MOTION 07R-09-17 WAS MADE BY DAVE NEVIN AND SECONDED BY DAVE SCHRUPP TO APPROVE ORDINANCE NO. 344 AS PRESENTED. MOTION CARRIED WITH ALL AYES.
- b. MOTION 07R-10-17 WAS MADE BY DAVE SCHRUPP AND SECONDED BY GARY HEACOX TO PUBLISH THE SUMMARY OF ORDINANCE NO. 344 IN OFFICIAL NEWSPAPER. MOTION CARRIED WITH ALL AYES.

2. PUBLIC SAFETY

- a. Chief Lee requested permission to purchase radar signs for the City. Two permanent signs would be placed on Daggett Pine Road on either side of the Community Center. Two additional signs would be portable and placed throughout the City in various locations. The Police Department will spend forfeiture funds to cover the cost of three signs and the Park Department will purchase the fourth sign. MOTION 07R-11-17 WAS MADE BY DAVE NEVIN AND SECONDED BY GARY HEACOX TO APPROVE THE PURCHASE OF FOUR RADAR SIGNS AT AN ESTIMATED COST OF \$14,350. Brad Nelson stated that the signs also include software that tracks speeds and traffic counts. MOTION CARRIED WITH ALL AYES.

Chief Lee reported that Mission Township has approved the purchase of a radar sign for their community and asked that it be included in Crosslake's order. Mission Township would then reimburse the City for the cost. It was the consensus of the Council to approve the purchase of a radar sign for Mission Township and to allow Mission Township to reimburse the City.

- b. Chief Lee presented an ordinance amendment related to offenses and nuisances. The Chief reported that he has received numerous noise complaints in residential and commercial areas and that noise violations are not included in the City Code. Violators would receive a \$75 citation for each occurrence. There was recently a complaint about noise coming from boaters on the lake. Chief Lee stated that the City does not have jurisdiction on the lake. MOTION 07R-12-17 WAS MADE BY BRAD NELSON AND SECONDED BY DAVE SCHRUPP TO APPROVE ORDINANCE NO. 345 AMENDING CHAPTER 30 OFFENSES AND NUISANCES. MOTION CARRIED WITH ALL AYES.
- c. MOTION 07R-13-17 WAS MADE BY DAVE NEVIN AND SECONDED BY GARY HEACOX TO APPROVE ORDINANCE NO. 346 ADDING AN ADMINISTRATIVE FINE FOR NOISE VIOLATIONS. MOTION CARRIED WITH ALL AYES.

1. MOTION 07R-14-17 WAS MADE BY DAVE SCHRUPP AND SECONDED BY GARY HEACOX TO PUBLISH THE SUMMARY OF ORDINANCE NO. 346 IN OFFICIAL NEWSPAPER. MOTION CARRIED WITH ALL AYES.
- d. MOTION 07R-15-17 WAS MADE BY DAVE NEVIN AND SECONDED BY BRAD NELSON TO APPROVE RESOLUTION NO. 17-12 ADDING FEE TO ADMINISTRATIVE FINE SCHEDULE. MOTION CARRIED WITH ALL AYES.
- e. Chief Lee reported that NJPA approved the application and presentation for funding for the Crow Wing County Unmanned Aerial System. The program will be managed by the Crow Wing County Sheriff's Office, Division of Emergency Management along with Baxter and Brainerd Police Departments and Brainerd and Crosslake Fire Departments. The drone will be used for search and rescues, fires, and storms throughout the County. The Crosslake Fire Department will be the home for two of the drones. The Crosslake Fire Relief Association is outfitting the Police Department's 2008 Ford Expedition that was removed from service May 2017.

Chief Lee thanked Dan Vogt for his service to the City and congratulated Mike Lyonais on his new appointment.

3. PARK & RECREATION/LIBRARY

- a. Jon Henke reported that 50% of the cost for the radar sign will be paid by Park and Rec funds and 50% will be paid by Library funds. The Park received \$350 in donations towards the purchase of the sign.

Jon Henke gave brief updates on Community Center activities including the Library book sale, Crosslake Conversations, Literature Comes Alive, Crosslake Art Show, 2ns Annual Whitefish Warrior Adventure Run, South Bay Park, Essentia Health tree donation, and painting courses.

4. PUBLIC WORKS/CEMETERY/SEWER

- a. MOTION 07R-16-17 WAS MADE BY GARY HEACOX AND SECONDED BY DAVE NEVIN TO APPROVE THE FOLLOWING QUOTES FOR SERVICES: NEW WELL CONSTRUCTION AT WWTF TO BLUE WELLS INC AT A COST OF \$68,395, LINE STRIPING PROJECT TO LINESCAPE LINESTRIPING AT A COST OF \$16,920, AND ROAD PATCHING TO ANDERSON BROTHERS CONSTRUCTION COMPANY AT A COST OF \$45,223.21. Mike Lyonais noted that the City will be receiving approximately \$39,000 from the State for road maintenance. MOTION CARRIED WITH ALL AYES.
- b. MOTION 07R-17-17 WAS MADE BY DAVE NEVIN AND SECONDED BY BRAD NELSON TO APPROVE THE REQUEST FROM THE SIEMERS FAMILY TO HOOK UP THEIR CAR WASH TO THE MUNICIPAL SEWER SYSTEM WITH THE FOLLOWING CONDITIONS: 1.) COMMERCIAL HOOK UP FEE OF \$6,500 BE PAID BY SIEMERS FOR HAND-HELD, SELF-SERVICE CAR WASH. IF UPGRADES TO AUTOMATED WASH BAYS, ADDITIONAL HOOK-UP FEES WOULD BE REQUIRED. 2.) ALL CONSTRUCTION COSTS AND RESTORATION COSTS TO BE PAID BY SIEMERS. 3.) CITY ENGINEER

REVIEW AND APPROVE CHEMICALS TO BE USED AT THE CAR WASH AS IT RELATES TO PROCESSING THROUGH THE SEWER TREATMENT PLANT. 4.) PERMANENT FLOW METER BE INSTALLED TO DETERMINE VOLUME. 5.) RANDOM EFFLUENT CONTENT TESTING BE CONDUCTED BY CITY STAFF TO DETERMINE CHEMICAL CONTENT, 6.) RELATED COSTS TO TESTING BE PAID BY SIEMERS. AND 7.) ONLY EFFLUENT TO BE PROCESSED BY SEWER TREATMENT PLANT. City Engineer Mike Rardin reported that the connection fees were reduced because the applicant changed from a full-service carwash to a self-service car wash which usually uses minimal gallons of water. MOTION CARRIED WITH ALL AYES.

- c. Attorney Person reported that he continues to work on easements for Dream Island Bridge Project and noted that there is more urgency to settle now that the State has approved funding for the project.

H. CITY ATTORNEY REPORT – None.

I. PUBLIC FORUM – None.

- J. OLD BUSINESS** – Dave Nevin asked that the Council revisit the park dedication fee for the housing development in Town Square. MOTION 07R-18-17 WAS MADE BY DAVE NEVIN AND SECONDED BY BRAD NELSON TO WAIVE THE PARK DEDICATION FEES FOR THE HOUSING DEVELOPMENT IN TOWN SQUARE OF TOWNHOMES AND APARTMENTS UP TO THE COST OF THE PARK WHICH WILL BE DEVELOPED BETWEEN THESE STRUCTURES AND PENDING RECEIPT OF A COST ESTIMATE OF THE PARK AND PARK PLANS.

Mark Wessels of 13336 East Shore Road noted that the ordinance allows the Council to choose 10% land or cash in lieu of land for park dedication and that the park development at the housing project could be considered land. Mr. Wessels stated that there should be a guarantee that the park remains a park forever.

A lengthy discussion ensued regarding whether to waive the park dedication fees completely. Attorney Person stated that it would be appropriate to put conditions such as the park must remain a park on the Conditional Use Permit granted by the Planning and Zoning Commission. Dave Schrupp stated that he would like to see the plan for the park before a decision is made. Patty Norgaard stated that the Park Department would not benefit from this decision. Brad Nelson stated that creating green space should be a good precedent to set and the developer should be awarded. Dave Nevin added that the approval would be subject to receiving a cost estimate and plan of the proposed park.

Jon Henke stated that the decision was up to the Council but warned them that the City would be sued if the Council arbitrarily decided who would get a discount and who wouldn't. Mr. Henke added that the apartments may never be built. Jon Kolstad stated that the preliminary and final plat would go before the Planning and Zoning Commission on August

25 for approval and that the park dedication fees needed to be set by that date. Conditions of the park dedication fees could be addressed in the Conditional Use Permit. MOTION CARRIED WITH ALL AYES.

K. NEW BUSINESS – None.

L. ADJOURN – MOTION 07R-19-17 WAS MADE BY DAVE SCHRUPP AND SECONDED BY DAVE NEVIN TO ADJOURN THE MEETING AT 8:50 P.M. MOTION CARRIED WITH ALL AYES.

Respectfully submitted by,

Charlene Nelson
City Clerk
City Clerk/Minutes/7-10-17

B.2.

SPECIAL COUNCIL MEETING
CITY OF CROSSLAKE
TUESDAY, AUGUST 1, 2017
4:30 P.M. – CITY HALL

The Council for the City of Crosslake met for a Special Meeting on August 1, 2017. The following Council Members were present: Mayor Patty Norgaard, Gary Heacox, Dave Schrupp, Brad Nelson and Dave Nevin. Also present were City Administrator/Treasurer Mike Lyonais, City Clerk Char Nelson, Public Works Director Ted Strand and WSN Engineer Dave Reese. There was no one in the audience.

Mayor Norgaard called the meeting to order at 4:30 P.M. and turned the meeting over to Dave Reese. Dave Reese reported that the State of Minnesota has approved an estimated grant amount of \$608,616.30 for the Dream Island Bridge Project. The grant amount is based on updated cost estimates for engineering and construction. The grant cannot be used for right-of-way acquisition. To date, the City has spent just over \$100,000 for soil borings, engineering studies, public meetings, plan preparation, applications, meetings with DNR and Corps of Engineers, and appraisals. The Feasibility Study presented on January 20, 2016 provided an estimate of \$80,000 which included engineering fees and right-of-way costs that were expected to be the local share costs. Based on the updated project estimates, the City will be responsible for \$10,000 in engineering costs, \$10,000 for construction costs, and \$55,000 of estimated right-of-way acquisitions costs. The total local share of \$75,000 is very close to the original estimate.

MOTION 08S1-01-17 WAS MADE BY BRAD NELSON AND SECONDED BY DAVE SCHRUPP TO ADOPT RESOLUTION NO. 17-13 APPROVING PLANS AND SPECIFICATIONS AND ORDERING ADVERTISEMENTS FOR BIDS FOR DREAM ISLAND BRIDGE. MOTION CARRIED WITH ALL AYES. Dave Reese noted that the advertisements for bids are required to be published for three full weeks.

Brad Nelson asked for an update on the right-of-way acquisitions. Dave Reese reported that a hearing will be held on August 14th to settle the cost of one of the easements, which is needed for the temporary road. The second easement is still in negotiations and not necessary to be settled prior to the beginning of the project.

MOTION 08S1-02-17 WAS MADE BY GARY HEACOX AND SECONDED BY DAVE SCHRUPP TO ADOPT RESOLUTION NO. 17-14 APPROVING AGREEMENT TO STATE TRANSPORTATION FUND (BRIDGE BONDS) RELATED TO CROW WING COUNTY BEING THE FISCAL AGENT AND THE CITY OF CROSSLAKE BEING RESPONSIBLE FOR ALL LOCAL COSTS S.A.P. 018-597-009 (DREAM ISLAND BRIDGE). MOTION CARRIED WITH ALL AYES.

MOTION 08S1-03-17 WAS MADE BY BRAD NELSON AND SECONDED BY GARY HEACOX TO APPROVE THE CONFIRMATION OF REQUEST AND AGREEMENT FOR ENGINEERING SERVICES FROM WSN FOR THE PREPARATION OF SPECIFICATIONS, CONTRACT AND BIDDING DOCUMENTS, ADVERTISE FOR BIDS, PROCESS BIDS FOR AWARD, COMPLETE CONSTRUCTION OBSERVATION SERVICES, LABOR

COMPLIANCE MONITORING, CONSTRUCTION STAKING, AND CONSTRUCTION ADMINISTRATION SERVICES AT AN AMOUNT NOT TO EXCEED \$69,000. MOTION CARRIED WITH ALL AYES.

Brad Nelson asked about extra costs related to the Milinda Shores Bridge project in 2016. Dave Reese explained that engineers attempt to estimate the amount of time that will be spent on projects. The construction of Milinda Shores Bridge took longer than expected so the cost increased by approximately \$3,000.

Dave Reese reviewed the timeline for the Dream Island Bridge project. It is scheduled for the Council to award bids on September 11th and for construction to start October 2nd. Substantial completion with the ability to drive on the bridge is scheduled for November 30th.

PATTY NORGAARD ADJOURNED THE MEETING AT 4:45 P.M. MOTION CARRIED WITH ALL AYES.

Respectfully Submitted,

Charlene Nelson
City Clerk

B.3.

CITY OF CROSS LAKE

08/08/17 9:03 AM

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
FUND 101 GENERAL FUND						
31000	General Property Taxes	\$3,005,707.00	\$520,035.55	\$1,666,106.24	\$1,339,600.76	55.43%
31055	Tax Incr 1-8 Crosswoods Dev	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31101	County Payment Joint Facility	\$112,467.00	\$0.00	\$112,601.42	-\$134.42	100.12%
31300	Emergency Services Levy	\$0.00	\$18.74	\$18.74	-\$18.74	0.00%
31305	2003 Joint Facility Levy	\$0.00	\$26.22	\$26.22	-\$26.22	0.00%
31310	2012 Series A Levy	\$122,533.00	\$21,273.77	\$68,002.42	\$54,530.58	55.50%
31800	Other Taxes	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
31900	Penalties and Interest DelTax	\$1,000.00	\$1,902.32	\$2,132.29	-\$1,132.29	213.23%
32110	Alcoholic Beverages	\$16,000.00	\$15,900.00	\$16,474.99	-\$474.99	102.97%
32111	Club Liquor License	\$500.00	\$500.00	\$500.00	\$0.00	100.00%
32112	Beer and Wine License	\$1,000.00	\$975.00	\$975.00	\$25.00	97.50%
32180	Other Licenses/Permits	\$200.00	\$100.00	\$204.00	-\$4.00	102.00%
33400	State Grants and Aids	\$500.00	\$19,858.00	\$57,139.11	-\$56,639.11	11427.82%
33401	Local Government Aid	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33402	Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33403	Mobile Home Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33406	Taconite Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33416	Police Training Reimbursement	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
33417	Police State Aid	\$33,000.00	\$0.00	\$0.00	\$33,000.00	0.00%
33418	Fire State Aid	\$38,000.00	\$0.00	\$3,000.00	\$35,000.00	7.89%
33419	Fire Training Reimbursement	\$0.00	\$0.00	\$3,365.00	-\$3,365.00	0.00%
33420	Insurance Premium Reimburse	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33422	PERA State Aid	\$2,979.00	\$590.50	\$590.50	\$2,388.50	19.82%
33423	Insurance Claim Reimbursement	\$0.00	\$0.00	\$2,603.95	-\$2,603.95	0.00%
33650	Recycling Grant	\$29,200.00	\$0.00	\$29,200.00	\$0.00	100.00%
34000	Charges for Services	\$200.00	\$2.00	\$44.00	\$156.00	22.00%
34010	Sale of Maps and Publications	\$30.00	\$0.00	\$10.00	\$20.00	33.33%
34050	Candidate Filing Fees	\$20.00	\$0.00	\$0.00	\$20.00	0.00%
34103	Zoning Permits	\$28,000.00	\$4,500.00	\$30,625.00	-\$2,625.00	114.91%
34104	Plat Check Fee/Subdivision Fee	\$1,000.00	\$525.00	\$5,050.00	-\$4,050.00	512.50%
34105	Variances and CUPS/IUPS	\$8,800.00	\$1,500.00	\$9,000.00	-\$200.00	102.27%
34106	Sign Permits	\$500.00	\$0.00	\$150.00	\$350.00	30.00%
34107	Assessment Search Fees	\$800.00	\$105.00	\$430.00	\$370.00	54.38%
34108	Zoning Misc/Penalties	\$1,000.00	\$0.00	\$3.50	\$996.50	0.35%
34109	Zoning Reimb Eng/Legal/Survey	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
34110	TIF/JOBZ Pre Application Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34111	Driveway Permits	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34112	Septic Permits	\$4,000.00	\$1,000.00	\$7,100.00	-\$3,100.00	186.25%
34113	Landscape License Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34114	Zoning Map/Ordinance Amendment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34201	Fire Department Donations	\$200.00	\$0.00	\$3,500.00	-\$3,300.00	1750.00%
34202	Fire Protection and Calls	\$31,250.00	\$0.00	\$29,094.90	\$2,155.10	93.10%
34206	Animal Control Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34207	House Burning Fee	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
34210	Police Contracts	\$48,000.00	\$0.00	\$24,000.00	\$24,000.00	50.00%
34211	Police Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34213	Police Receipts	\$5,000.00	\$5.00	\$1,692.68	\$3,307.32	33.85%
34214	Tac Team Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34215	Pass Thru Donations	\$0.00	\$0.00	\$4,059.00	-\$4,059.00	0.00%
34300	E911 Signs	\$1,000.00	\$300.00	\$1,800.00	-\$800.00	180.00%
34700	Park & Rec Donation	\$300.00	\$25.00	\$260.00	\$40.00	86.67%

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
34701	Halloween Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34711	Taxable Merchandise/Rentals	\$200.00	\$211.00	\$465.00	-\$265.00	262.00%
34740	Park Concessions	\$500.00	\$88.00	\$258.00	\$242.00	51.60%
34741	Gen Gov t Concessions	\$100.00	\$40.40	\$335.63	-\$235.63	335.63%
34742	Park Concessions - Food	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34743	Public Works Concessions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34744	Fire Department Concessions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34750	CCC/Park User Fee	\$3,800.00	\$229.00	\$1,634.15	\$2,165.85	43.27%
34751	Shelter/Beer/Wine Fees	\$300.00	\$154.00	\$335.00	-\$35.00	111.67%
34760	Library Cards	\$1,300.00	\$236.00	\$671.00	\$629.00	54.85%
34761	Library Donations	\$500.00	\$100.00	\$116.00	\$384.00	23.20%
34762	Library Copies	\$300.00	\$89.55	\$211.85	\$88.15	73.62%
34763	Library Events	\$1,000.00	\$1,623.50	\$3,055.30	-\$2,055.30	305.53%
34764	Library Miscellaneous	\$50.00	\$0.00	\$6.00	\$44.00	12.00%
34765	Summer Reading Program	\$300.00	\$36.00	\$226.00	\$74.00	75.33%
34766	Library Luncheon	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34767	New York Times Best Seller Pro	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34768	PAL Foundation - Library	\$1,000.00	\$1,385.65	\$2,060.65	-\$1,060.65	206.07%
34769	PAL Foundation - Park	\$6,000.00	\$162.31	\$6,945.71	-\$945.71	115.76%
34770	Silver Sneakers	\$6,000.00	\$830.50	\$4,368.50	\$1,631.50	74.24%
34790	Park Dedication Fees	\$1,000.00	\$0.00	\$1,500.00	-\$500.00	150.00%
34800	Tennis Fees	\$1,100.00	\$294.00	\$1,922.00	-\$822.00	174.73%
34801	Recreational-Program	\$10,000.00	\$74.00	\$660.00	\$9,340.00	6.70%
34802	Softball/Baseball Fees	\$1,300.00	\$0.00	\$350.00	\$950.00	26.92%
34803	Recreation-Misc. Receipts	\$1,200.00	\$5.00	\$178.85	\$1,021.15	15.32%
34805	Aerobics Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34806	Weight Room Fees	\$30,000.00	\$3,622.50	\$20,121.50	\$9,878.50	69.63%
34807	Volleyball Fees	\$500.00	\$0.00	\$380.00	\$120.00	76.00%
34808	Silver and Fit	\$10,000.00	\$1,776.00	\$9,345.00	\$655.00	93.45%
34809	Soccer Fees	\$500.00	\$0.00	\$308.00	\$192.00	61.60%
34810	Pickle Ball	\$0.00	\$319.00	\$3,241.00	-\$3,241.00	0.00%
34910	Transit Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34940	Cemetery Lots	\$3,000.00	\$500.00	\$3,500.00	-\$500.00	116.67%
34941	Cemetery Openings	\$3,500.00	\$400.00	\$3,100.00	\$400.00	88.57%
34942	Cemetery Other	\$450.00	\$0.00	\$350.00	\$100.00	77.78%
34950	Public Works Revenue	\$1,500.00	\$0.00	\$107.49	\$1,392.51	7.17%
34952	County Joint Facility Payments	\$45,000.00	\$11,446.85	\$18,034.10	\$26,965.90	40.08%
34953	Recycling Revenues	\$50.00	\$302.70	\$344.22	-\$294.22	688.44%
35100	Court Fines	\$10,000.00	\$1,164.90	\$2,967.09	\$7,032.91	29.67%
35103	Library Fines	\$600.00	\$54.00	\$403.00	\$197.00	67.17%
35105	Restitution Receipts	\$1,000.00	\$0.00	\$1,896.00	-\$896.00	189.60%
36200	Miscellaneous Revenues	\$500.00	\$160.00	\$6,480.26	-\$5,980.26	1300.05%
36201	Misc Reimbursements	\$0.00	\$9,188.16	\$9,188.16	-\$9,188.16	0.00%
36202	LIBRARY GRANTS	\$5,000.00	\$0.00	\$6,000.00	-\$1,000.00	120.00%
36210	Interest Earnings	\$3,000.00	\$5,234.59	\$21,751.08	-\$18,751.08	725.04%
36230	Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36254	Sp Assess Prin-Sunrise Isl 11	\$2,547.00	\$1,261.38	\$1,261.38	\$1,285.62	49.52%
36255	Sp Assess Int-Sunrise Isl 11	\$1,451.00	\$288.20	\$288.20	\$1,162.80	19.86%
36256	Andys Parking Lot Principal	\$5,252.00	\$1,969.47	\$1,969.47	\$3,282.53	37.50%
36257	Andys Parking Lot Interest	\$552.00	\$544.11	\$544.11	\$7.89	98.57%
38050	Telephone Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
38051	Telephone True-Up	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
38052	Telephone Miscellaneous Rev	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
39101	Sales of General Fixed Assets	\$0.00	\$0.00	\$11,300.00	-\$11,300.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39204	Transfer Frm Needs Assess Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39230	Proceeds - 2006 Series B Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39300	Proceeds-Gen Long-term Debt	\$1,595,500.00	\$0.00	\$0.00	\$1,595,500.00	0.00%
39330	Proceeds from Capital Lease	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39400	Bond Premium	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39700	Capital Contrib from CU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 101 GENERAL FUND		\$5,256,538.00	\$632,932.87	\$2,227,938.66	\$3,028,599.34	42.44%
FUND 301 DEBT SERVICE FUND						
31000	General Property Taxes	\$0.00	\$14.83	\$14.83	-\$14.83	0.00%
31001		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31100	REA Loan Payment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31101	County Payment Joint Facility	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31200	Community Ctr Levy Refund 2002	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31300	Emergency Services Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31301	1999 Series A Levy	\$0.00	-\$10.75	-\$10.75	\$10.75	0.00%
31302	1999 Series B Levy	\$0.00	-\$2.08	-\$2.08	\$2.08	0.00%
31303	2001 Series A Levy	\$0.00	\$7.15	\$7.15	-\$7.15	0.00%
31304	2002 Series A Levy	\$0.00	\$5.15	\$5.15	-\$5.15	0.00%
31305	2003 Joint Facility Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31306	2003 Disposal System Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31307	2004 Series A Levy	\$0.00	\$26.00	\$26.00	-\$26.00	0.00%
31308	2006 Series B Levy	\$0.00	\$1,404.85	\$1,404.85	-\$1,404.85	0.00%
31309	2006 Series C Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31310	2012 Series A Levy	\$154,581.00	\$0.00	\$0.00	\$154,581.00	0.00%
31311	2015 GO Equip Certs 2015B	\$0.00	\$25,356.16	\$84,307.33	-\$84,307.33	0.00%
31312	Not Used	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31900	Penalties and Interest DelTax	\$0.00	\$48.16	\$129.80	-\$129.80	0.00%
33402	Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36104	Penalty & Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36105	Sp Asses Prin Ox Lake 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36106	Sp Asses Int Ox Lake 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36107	Sp Assess Prin Jason/Staley 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36108	Sp Assess Int Jason/Staley 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36109	Sp Assess Prin Lakeshore/Pk 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36110	Sp Assess Int Lakeshore/Pk 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36111	Sp Assess Prin Miller/Mary 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36112	Sp Assess Int Miller/Mary 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36113	Sp Assess Prin Sugar Loaf 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36114	Sp Assess Int Sugar Loaf 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36115	Sp Assess Prin Kimberly 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36116	Sp Assess Int Kimberly 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36117	Sp Assess Prin Shamrock 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36118	Sp Assess Int Shamrock 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36119	Sp Assess Prin Sleepy Val 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36120	Sp Assess Int Sleepy Val 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36121	Sp Assess Prin Tamarack 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36122	Sp Assess Int Tamarack 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36123	Sp Assess Prin Red Pine 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36124	Sp Assess Int Red Pine 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36125	Sp Assess Prin Cross Ave 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
36126	Sp Assess Int Cross Ave 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36127	Sp Assess Prin Wilderness 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36128	Sp Assess Int Wilderness 99	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36129	Sp Assess Prin Kimberly/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36130	Sp Assess Int Kimberly/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36131	Sp Assess Prin Waterwood/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36132	Sp Assess Int Waterwood/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36133	Sp Assess Prin Shores Dr/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36134	Sp Assess Int Shores Dr/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36135	Sp Assess Prin Backdahl Rd/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36136	Sp Assess Int Backdahl Rd/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36137	Sp Assess Prin Daggett Lane/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36138	Sp Assess Int Daggett Lane/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36139	Sp Assess Prin Deer Rg/Ridg/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36140	Sp Assess Int Deer Rg/Ridg/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36141	Sp Assess Prin Log Ldg/Timb/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36142	Sp Assess Int Log Ldg/Timb/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36143	Sp Assess Prin Velvet Ln/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36144	Sp Assess Int Velvet Ln/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36145	Sp Assess Prin Rabbit Ln/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36146	Sp Assess Int Rabbit Ln/00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36147	Sp Assess Prin PineBay/Wolf 00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36148	Sp Assess Int Pine Bay/Wolf 00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36149	Sp Assess Prin White Oak Dr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36150	Sp Assess Int White Oak Dr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36151	Sp Assess Prin Red Oak Cir/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36152	Sp Assess Int Red Oak Cir/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36153	Sp Assess Prin Summit Ave/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36154	Sp Assess Int Summit Ave/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36155	Sp Assess Prin Gale Ln/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36156	Sp Assess Int Gale Ln/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36157	Sp Assess Prin Rush Ln/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36158	Sp Assess Int Rush Ln/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36159	Sp Assess Prin Gins/Twin/An/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36160	Sp Assess Int Gins/Twin/An/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36161	Sp Assess Prin Anchor Pt Tr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36162	Sp Assess Int Anchor Pt Tr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36163	Sp Assess Prin Ivy Ln/Tr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36164	Sp Assess Int Ivy Ln/Tr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36165	Sp Assess Prin 1st/2nd/2nd/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36166	Sp Assess Int 1st/2nd/2nd/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36167	Sp Assess Prin Anderson Ct/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36168	Sp Assess Int Anderson Ct/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36169	Sp Assess Prin Cool Haven/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36170	Sp Assess Int Cool Haven/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36171	Sp Assess Prin Pinedale/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36172	Sp Assess Int Pinedale/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36173	Sp Assess Prin Manhattan Dr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36174	Sp Assess Int Manhattan Dr/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36175	Sp Assess Prin Eagle St/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36176	Sp Assess Int Eagle St/01	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36177	Sp Assess Prin Wolf Tr/Ct/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36178	Sp Assess Int Wolf Tr/Ct/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Month-End Revenue

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SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
36179	Sp Assess Prin Willwood/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36180	Sp Assess Int Willwood/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36181	Sp Assess Prin Shafer Rd/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36182	Sp Assess Int Shafer Rd/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36183	Sp Assess Prin Sandra Rd/02	\$0.00	\$94.19	\$94.19	-\$94.19	0.00%
36184	Sp Assess Int Sandra Rd/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36185	Sp Assess Prin Lake Tr/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36186	Sp Assess Int Lake Tr/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36187	Sp Assess Prin Happy Cove/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36188	Sp Assess Int Happy Cove/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36189	Sp Assess Prin Bay Shores/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36190	Sp Assess Int Bay Shores/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36191	Sp Assess Prin Woodland Dr/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36192	Sp Assess Int Woodland Dr/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36193	Sp Assess Prin Pine Pt/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36194	Sp Assess Int Pine Pt/02	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36195	Sp Assess Prin ABC Dr 03	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36196	SpAssess Int ABC Drive	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36197	SpAssess Prin Wildwood/White B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36198	SpAssess Int Wildwood/White B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36199	SpAssess Prin Greer Lake Rd 03	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36235	SpAssess Int Greer Lake Rd 03	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36236	SpAssess Prin East Shore 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36237	SpAssess Int East Shore 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36238	SpAssess Prin Margaret 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36239	SpAssess Int Margaret 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36240	SpAssess Prin Edgewater 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36241	SpAssess Int Edgewater 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36242	SpAssess Prin Gendreau 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36243	SpAssess Int Gendreau 2004	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36244	Sp Assess Prin - Duck Lane	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36245	Sp Assess Int - Duck Lane	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36246	Sp Assess Prin - Sunset Drive	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36247	Sp Assess Int - Sunset Drive	\$0.00	\$0.00	\$12.98	-\$12.98	0.00%
36248	Sp Assess Prin - Maroda Drive	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36249	Sp Assess Int - Maroda Drive	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36250	Sp Assess Prin - Johnie/Rober	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36251	Sp Assess Int - Johnie/Robert	\$0.00	\$0.00	\$5.72	-\$5.72	0.00%
36252	Sp Assess Prin - Brita/Pinevie	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36253	Sp Assess Int - Brita/Pineview	\$0.00	\$0.00	\$45.52	-\$45.52	0.00%
36254	Sp Assess Prin-Sunrise Isl 11	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36255	Sp Assess Int-Sunrise Isl 11	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
38052	Telephone Miscellaneous Rev	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39230	Proceeds - 2006 Series B Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39300	Proceeds-Gen Long-term Debt	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39311	Proceeds-Wilderness GO Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39314	Proceeds-2001 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39315	Proceeds-2002 Bond Proceeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39318	Proceeds--2004 ESC Refunding	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39319	Proceeds-2004 Impr Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
39900	02 Series A	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 301	DEBT SERVICE FUND	\$154,581.00	\$26,943.66	\$86,040.69	\$68,540.31	55.66%
FUND 401 GENERAL CAPITAL PROJECTS						
31000	General Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
33420	Insurance Premium Reimburse	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34790	Park Dedication Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$500.00	\$53.77	\$369.20	\$130.80	73.84%
36230	Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39101	Sales of General Fixed Assets	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39102	Sale of City Hall	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39103	Sale of Fire Hall	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39104	Sale of Lots-Gendreau Addn.	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39231	Proceeds-2006 Series C Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 401	GENERAL CAPITAL PROJECTS	\$500.00	\$53.77	\$369.20	\$130.80	73.84%
FUND 404 JOBZ						
31000	General Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34110	TIF/JOBZ Pre Application Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34204	JOBZ Recipient Deposit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34208	JOBZ Annual Fee	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 404	JOBZ	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 405 TAX INCREMENT FINANCE PROJECTS						
31000	General Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31050	Tax Increments LeRever	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31051	Tax Increments Daggett Brook	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31052	Tax Increments Reeds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31053	Tax Increments - Ace Hardware	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31054	Tax Increment - Crosswoods	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31055	Tax Incr 1-8 Crosswoods Dev	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31056	Tax Increment 1-9 C&J Develop	\$11,000.00	\$7,081.07	\$7,081.07	\$3,918.93	64.37%
33403	Mobile Home Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36104	Penalty & Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36201	Misc Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 405	TAX INCREMENT FINANCE PROJE	\$11,000.00	\$7,081.07	\$7,081.07	\$3,918.93	64.37%
FUND 408 WEST SHORE DRIVE						
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39310	Proceeds-Gen Obligation Bond	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39318	Proceeds--2004 ESC Refunding	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 408	WEST SHORE DRIVE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 412 DUCK LANE						
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39310	Proceeds-Gen Obligation Bond	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 412	DUCK LANE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 SUNRISE ISLAND BRIDGE PROJECT						
33400	State Grants and Aids	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 SUNRISE ISLAND BRIDGE PROJEC		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 415 AMBULANCE PROJECT						
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 415 AMBULANCE PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 420 LIBRARY PROJECT						
31000	General Property Taxes	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36230	Contributions and Donations	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39310	Proceeds-Gen Obligation Bond	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 420 LIBRARY PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 432 SEWER PROJECT						
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39204	Transfer Frm Needs Assess Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39316	Proceeds-2003 Series A Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39317	Proceeds-2003 Series B Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 432 SEWER PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 502 ECONOMIC DEVELOPMENT FUND						
31000	General Property Taxes	\$12,500.00	\$2,154.48	\$6,919.67	\$5,580.33	55.36%
31101	County Payment Joint Facility	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31300	Emergency Services Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31305	2003 Joint Facility Levy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
31802	EDA Tax Receipts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34101	City Hall User Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34215	Pass Thru Donations	\$0.00	\$0.00	\$295.00	-\$295.00	0.00%
34951	Rev Loan Principal Pymts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36212	Restricted Interest Income	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36220	Lease Revenue	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39319	Proceeds-2004 Impr Bonds	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 502 ECONOMIC DEVELOPMENT FUND		\$12,500.00	\$2,154.48	\$7,214.67	\$5,285.33	57.72%
FUND 503 EDA (REVOLVING LOAN)						
34951	Rev Loan Principal Pymts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$279.75	-\$279.75	0.00%
36211	Revolving Loan Interest	\$0.00	\$0.00	\$1,172.65	-\$1,172.65	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 503 EDA (REVOLVING LOAN)		\$0.00	\$0.00	\$1,452.40	-\$1,452.40	0.00%
FUND 601 SEWER OPERATING FUND						
33423	Insurance Claim Reimbursement	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
34410	Unallocated Reserves	\$0.00	\$450.85	-\$533.27	\$533.27	0.00%
36104	Penalty & Interest	\$1,000.00	\$212.66	\$1,482.36	-\$482.36	148.24%

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Month-End Revenue

Current Period: JULY 2017

SRC	SRC Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	2017 % of Budget
36200	Miscellaneous Revenues	\$1,000.00	\$373.50	\$759.45	\$240.55	75.95%
36201	Misc Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$254.25	-\$254.25	0.00%
37200	User Fee	\$237,060.00	\$22,173.34	\$147,299.00	\$89,761.00	62.90%
37250	Sewer Connection Payments	\$0.00	\$0.00	\$4,000.00	-\$4,000.00	0.00%
37500	Capital Contribution	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$217,805.00	\$0.00	\$0.00	\$217,805.00	0.00%
39204	Transfer Frm Needs Assess Fund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 601 SEWER OPERATING FUND		\$456,865.00	\$23,210.35	\$153,261.79	\$303,603.21	33.73%
FUND 614 TELEPHONE AND CABLE FUND						
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39105	Sales Proceeds - Crosslake Com	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 614 TELEPHONE AND CABLE FUND		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 651 SEWER RESTRICTED SINKING FUND						
31306	2003 Disposal System Levy	\$221,000.00	\$38,484.12	\$122,763.72	\$98,236.28	55.55%
33402	Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36104	Penalty & Interest	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
36200	Miscellaneous Revenues	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36201	Misc Reimbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
36210	Interest Earnings	\$0.00	\$0.00	\$18.15	-\$18.15	0.00%
37250	Sewer Connection Payments	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
39200	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 651 SEWER RESTRICTED SINKING FU		\$223,000.00	\$38,484.12	\$122,781.87	\$100,218.13	55.06%
		\$6,114,984.00	\$730,860.32	\$2,606,140.35	\$3,508,843.65	42.68%

B.4.

CITY OF CROSS LAKE
Month End Expenditures
 Current Period: JULY 2017

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OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
FUND 101 GENERAL FUND						
DEPT 41110 Council						
100	Wages and Salaries Dept Head	\$27,000.00	\$2,130.00	\$14,770.00	\$12,230.00	54.70%
122	FICA	\$2,066.00	\$162.97	\$1,130.08	\$935.92	54.70%
151	Workers Comp Insurance	\$83.00	\$0.00	\$105.00	-\$22.00	126.51%
208	Instruction Fees	\$1,500.00	\$0.00	\$890.00	\$610.00	59.33%
321	Communications-Cellular	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
331	Travel Expenses	\$1,500.00	\$481.80	\$913.50	\$586.50	60.90%
340	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Insurance	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
430	Miscellaneous	\$704.00	\$0.00	\$0.00	\$704.00	0.00%
433	Dues and Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41110 Council		\$33,003.00	\$2,774.77	\$17,808.58	\$15,194.42	53.96%
DEPT 41400 Administration						
100	Wages and Salaries Dept Head	\$86,875.00	\$6,688.72	\$50,150.40	\$36,724.60	57.73%
101	Assistant	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
102	Consultant	\$26,000.00	\$1,087.50	\$8,418.75	\$17,581.25	32.38%
105	Part-time	\$1,125.00	\$0.00	\$0.00	\$1,125.00	0.00%
109	Secretary/Bookkeeper	\$62,119.00	\$4,807.30	\$36,031.75	\$26,087.25	58.00%
121	PERA	\$11,259.00	\$862.20	\$6,463.65	\$4,795.35	57.41%
122	FICA	\$11,484.00	\$803.33	\$6,081.65	\$5,402.35	52.96%
131	Employer Paid Health	\$31,882.00	\$2,656.80	\$18,597.60	\$13,284.40	58.33%
132	Employer Paid Disability	\$1,296.00	\$116.03	\$812.21	\$483.79	62.67%
133	Employer Paid Dental	\$2,344.00	\$172.00	\$1,232.00	\$1,112.00	52.56%
134	Employer Paid Life	\$134.00	\$11.20	\$78.40	\$55.60	58.51%
136	Deferred Compensation	\$1,300.00	\$100.00	\$750.00	\$550.00	57.69%
151	Workers Comp Insurance	\$1,352.00	\$0.00	\$1,787.00	-\$435.00	132.17%
152	Health Savings Account Contrib	\$12,000.00	\$0.00	\$9,000.00	\$3,000.00	75.00%
200	Office Supplies	\$1,800.00	\$0.00	\$908.11	\$891.89	50.45%
208	Instruction Fees	\$2,000.00	\$0.00	\$1,023.29	\$976.71	51.16%
210	Operating Supplies	\$1,500.00	\$412.40	\$872.99	\$627.01	58.20%
220	Repair/Maint Supply - Equip	\$3,834.00	\$256.16	\$1,264.96	\$2,569.04	32.99%
301	Auditing and Acct g Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
320	Communications	\$4,000.00	\$250.39	\$1,509.16	\$2,490.84	37.73%
322	Postage	\$1,000.00	\$0.00	\$158.96	\$841.04	15.90%
331	Travel Expenses	\$1,500.00	\$0.00	\$847.00	\$653.00	56.47%
334	Vehicle Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
340	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
341	Newsletter Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
351	Legal Notices Publishing	\$1,000.00	\$0.00	\$204.00	\$796.00	20.40%
413	Office Equipment Rental/Repair	\$800.00	\$0.00	\$0.00	\$800.00	0.00%
430	Miscellaneous	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
433	Dues and Subscriptions	\$850.00	\$0.00	\$335.00	\$515.00	39.41%
443	Sales Tax	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
500	Capital Outlay	\$3,063.00	\$0.00	\$0.00	\$3,063.00	0.00%
600	Principal	\$794.00	\$66.25	\$395.43	\$398.57	49.80%
610	Interest	\$70.00	\$5.75	\$36.57	\$33.43	52.24%
DEPT 41400 Administration		\$271,981.00	\$18,296.03	\$146,958.88	\$125,022.12	54.03%
DEPT 41410 Elections						
107	Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
122	FICA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
210	Operating Supplies	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
351	Legal Notices Publishing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
413	Office Equipment Rental/Repair	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41410 Elections		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41600 Audit/Legal Services						
301	Auditing and Acct g Services	\$28,000.00	\$0.00	\$26,976.99	\$1,023.01	96.35%
304	Legal Fees (Civil)	\$10,000.00	\$975.00	\$2,925.00	\$7,075.00	29.25%
307	Legal Fees (Labor)	\$7,000.00	\$0.00	\$430.00	\$6,570.00	6.14%
DEPT 41600 Audit/Legal Services		\$45,000.00	\$975.00	\$30,331.99	\$14,668.01	67.40%
DEPT 41910 Planning and Zoning						
100	Wages and Salaries Dept Head	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
101	Assistant	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
102	Consultant	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
103	Tech 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
104	Tech 2	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
105	Part-time	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
121	PERA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
122	FICA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
131	Employer Paid Health	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
132	Employer Paid Disability	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
133	Employer Paid Dental	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
134	Employer Paid Life	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
136	Deferred Compensation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
140	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
151	Workers Comp Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
200	Office Supplies	\$700.00	\$0.00	\$150.49	\$549.51	21.50%
208	Instruction Fees	\$600.00	\$0.00	\$0.00	\$600.00	0.00%
210	Operating Supplies	\$1,500.00	\$29.14	\$177.09	\$1,322.91	11.81%
212	Motor Fuels	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
220	Repair/Maint Supply - Equip	\$3,934.00	\$256.17	\$1,179.02	\$2,754.98	29.97%
221	Repair/Maint Vehicles 306	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
303	Engineering Fees	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
304	Legal Fees (Civil)	\$5,000.00	\$225.00	\$2,655.00	\$2,345.00	53.10%
305	Legal/Eng - Developer/Criminal	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
314	Surveyor	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
320	Communications	\$3,500.00	\$206.75	\$1,199.13	\$2,300.87	34.26%
322	Postage	\$500.00	\$319.74	\$491.89	\$8.11	98.38%
331	Travel Expenses	\$1,000.00	\$68.00	\$68.00	\$932.00	6.80%
332	Travel Expense- P&Z Comm	\$1,500.00	\$1,400.00	\$2,555.00	-\$1,055.00	170.33%
340	Advertising	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
351	Legal Notices Publishing	\$2,000.00	\$76.50	\$671.50	\$1,328.50	33.58%
352	Filing Fees	\$1,500.00	\$138.00	\$414.00	\$1,086.00	27.60%
356	Mapping	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Insurance	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
387	Septic Inspections	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
413	Office Equipment Rental/Repair	\$860.00	\$0.00	\$0.00	\$860.00	0.00%
430	Miscellaneous	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
433	Dues and Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
441	Enhanced 911	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
443	Sales Tax	\$0.00	\$0.00	\$2.00	-\$2.00	0.00%
452	Refund	\$500.00	\$0.00	\$3,475.00	-\$2,975.00	695.00%
470	Consultant Fees	\$205,448.00	\$16,932.00	\$118,524.00	\$86,924.00	57.69%
500	Capital Outlay	\$3,000.00	\$0.00	\$1,996.19	\$1,003.81	66.54%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
600	Principal	\$794.00	\$66.25	\$395.43	\$398.57	49.80%
610	Interest	\$70.00	\$5.75	\$36.57	\$33.43	52.24%
DEPT 41910 Planning and Zoning		\$238,506.00	\$19,723.30	\$133,990.31	\$104,515.69	56.18%
DEPT 41940 General Government						
131	Employer Paid Health	\$1,993.00	\$2,431.22	\$3,223.58	-\$1,230.58	161.75%
133	Employer Paid Dental	\$138.00	\$149.05	\$318.28	-\$180.28	230.64%
151	Workers Comp Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
152	Health Savings Account Contrib	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
210	Operating Supplies	\$2,500.00	\$100.09	\$1,138.71	\$1,361.29	45.55%
220	Repair/Maint Supply - Equip	\$0.00	\$0.00	\$123.15	-\$123.15	0.00%
223	Bldg Repair Suppl/Maintenance	\$4,000.00	\$77.97	\$1,616.30	\$2,383.70	40.41%
235	Signs	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
254	Concessions - Pop	\$300.00	\$0.00	\$224.31	\$75.69	74.77%
302	Architects Fees	\$250.00	\$0.00	\$0.00	\$250.00	0.00%
303	Engineering Fees	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
316	Security Monitoring	\$800.00	\$0.00	-\$131.36	\$931.36	-16.42%
335	Background Checks	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
341	Newsletter Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
351	Legal Notices Publishing	\$250.00	\$0.00	\$255.00	-\$5.00	102.00%
354	Ordinance Codification	\$5,000.00	\$0.00	\$1,510.90	\$3,489.10	30.22%
360	Insurance	\$26,500.00	\$0.00	\$21,796.00	\$4,704.00	82.25%
381	Electric Utilities	\$14,500.00	\$957.00	\$5,502.00	\$8,998.00	37.94%
383	Gas Utilities	\$4,500.00	\$32.48	\$968.13	\$3,531.87	21.51%
384	Refuse/Garbage Disposal	\$500.00	\$66.70	\$321.37	\$178.63	64.27%
385	Sewer Utility	\$600.00	\$45.00	\$270.00	\$330.00	45.00%
389	Generator Expense	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
405	Cleaning Services	\$9,600.00	\$707.50	\$4,952.50	\$4,647.50	51.59%
430	Miscellaneous	\$2,500.00	\$0.00	\$15.00	\$2,485.00	0.60%
433	Dues and Subscriptions	\$3,500.00	\$1,000.00	\$2,739.40	\$760.60	78.27%
437	Brainerd Lakes Area Dev Corp	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
438	Initiative Foundation	\$1,650.00	\$0.00	\$1,650.00	\$0.00	100.00%
439	Emergency Mgmt Expense	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%
440	Telephone Co Reimb Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
441	Enhanced 911	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
442	Safety Prog/Equipment	\$10,500.00	\$2,625.00	\$8,694.95	\$1,805.05	82.81%
443	Sales Tax	\$50.00	\$0.00	\$1.00	\$49.00	2.00%
444	Transportation Plan	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
446	Animal Control	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
449	Cobra Payments	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
451	Health Comm Program Expense	\$20,000.00	\$0.00	\$0.00	\$20,000.00	0.00%
452	Refund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
456	Fireworks	\$14,000.00	\$0.00	\$12,000.00	\$2,000.00	85.71%
460	Fines/Fees Reimburse	\$6,000.00	\$0.00	\$651.35	\$5,348.65	10.86%
470	Consultant Fees	\$15,000.00	\$0.00	\$1,818.75	\$13,181.25	12.13%
490	Donations to Civic Org s	\$3,700.00	\$0.00	\$100.00	\$3,600.00	2.70%
493	Pass Thru Donations	\$0.00	\$0.00	\$4,059.00	-\$4,059.00	0.00%
500	Capital Outlay	\$36,000.00	\$0.00	\$33,763.20	\$2,236.80	93.79%
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
552	Capital Outlay-Land	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$217,805.00	\$0.00	\$0.00	\$217,805.00	0.00%
DEPT 41940 General Government		\$408,436.00	\$8,192.01	\$107,581.52	\$300,854.48	26.34%
DEPT 42110 Police Administration						
100	Wages and Salaries Dept Head	\$79,604.00	\$0.00	\$88,563.90	-\$8,959.90	111.26%
101	Assistant	\$67,347.00	\$6,272.22	\$47,824.01	\$19,522.99	71.01%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
103	Tech 1	\$0.00	\$3,473.01	\$6,172.05	-\$6,172.05	0.00%
108	Tech 3	\$25,000.00	\$730.75	\$20,428.41	\$4,571.59	81.71%
110	Tech 4	\$58,753.00	\$4,185.20	\$31,963.80	\$26,789.20	54.40%
112	Tech 5	\$58,681.00	\$4,311.49	\$32,199.06	\$26,481.94	54.87%
113	Tech 6	\$60,031.00	\$4,166.60	\$32,460.19	\$27,570.81	54.07%
121	PERA	\$56,605.00	\$3,748.57	\$32,234.33	\$24,370.67	56.95%
122	FICA	\$5,067.00	\$312.14	\$2,672.33	\$2,394.67	52.74%
131	Employer Paid Health	\$70,142.00	\$5,048.40	\$38,791.20	\$31,350.80	55.30%
132	Employer Paid Disability	\$2,710.00	\$244.83	\$1,569.50	\$1,140.50	57.92%
133	Employer Paid Dental	\$5,128.00	\$324.48	\$2,561.44	\$2,566.56	49.95%
134	Employer Paid Life	\$336.00	\$22.40	\$184.80	\$151.20	55.00%
136	Deferred Compensation	\$1,300.00	\$50.00	\$650.00	\$650.00	50.00%
140	Unemployment	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
151	Workers Comp Insurance	\$16,128.00	\$0.00	\$21,094.00	-\$4,966.00	130.79%
152	Health Savings Account Contrib	\$27,000.00	\$0.00	\$23,250.00	\$3,750.00	86.11%
200	Office Supplies	\$300.00	\$20.26	\$170.91	\$129.09	56.97%
208	Instruction Fees	\$3,500.00	\$1,536.00	\$2,538.27	\$961.73	72.52%
209	Physicals	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
210	Operating Supplies	\$1,300.00	\$183.41	\$310.23	\$989.77	23.86%
212	Motor Fuels	\$18,000.00	\$1,105.82	\$5,691.81	\$12,308.19	31.62%
214	Auto Expense- Squad 301	\$2,000.00	\$0.00	\$86.03	\$1,913.97	4.30%
216	Auto Expense- Squad 305	\$1,200.00	\$57.37	\$156.44	\$1,043.56	13.04%
217	Auto Expense- Squad 303	\$800.00	\$435.72	\$527.11	\$272.89	65.89%
218	Auto Expense- Squad 302	\$1,200.00	\$0.00	\$248.38	\$951.62	20.70%
219	Auto Expense- Squad 304	\$1,200.00	\$31.39	\$751.60	\$448.40	62.63%
220	Repair/Maint Supply - Equip	\$5,532.00	\$260.00	\$3,368.35	\$2,163.65	60.89%
221	Repair/Maint Vehicles 306	\$0.00	\$39.59	\$765.86	-\$765.86	0.00%
258	Unif Tony/Ted/Gerald	\$675.00	\$0.00	\$667.38	\$7.62	98.87%
259	Unif Erik/Joe	\$675.00	\$0.00	\$458.54	\$216.46	67.93%
260	Unif Eric & Nate	\$675.00	\$0.00	\$625.36	\$49.64	92.65%
261	Unif Jake/Jon/Leigh	\$675.00	\$0.00	\$653.37	\$21.63	96.80%
262	Unif Tony	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
264	Unif Bobby/Ron	\$675.00	\$0.00	\$544.01	\$130.99	80.59%
265	Unif & P/T Expense	\$500.00	\$0.00	\$496.51	\$3.49	99.30%
281	Tactical Team	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
282	Restitution Expenditures	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
283	Forfeiture Expenditures	\$1,000.00	\$0.00	\$22.80	\$977.20	2.28%
304	Legal Fees (Civil)	\$0.00	\$135.00	\$135.00	-\$135.00	0.00%
319	Donation Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
320	Communications	\$2,800.00	\$319.31	\$1,622.31	\$1,177.69	57.94%
321	Communications-Cellular	\$5,400.00	\$450.08	\$2,118.89	\$3,281.11	39.24%
322	Postage	\$200.00	\$6.38	\$28.36	\$171.64	14.18%
331	Travel Expenses	\$1,700.00	\$297.90	\$1,267.06	\$432.94	74.53%
340	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
351	Legal Notices Publishing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Insurance	\$14,000.00	\$472.00	\$16,284.00	-\$2,284.00	116.31%
413	Office Equipment Rental/Repair	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
430	Miscellaneous	\$200.00	\$0.00	\$276.85	-\$76.85	138.43%
433	Dues and Subscriptions	\$250.00	\$92.24	\$497.24	-\$247.24	198.90%
443	Sales Tax	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
458	Undercover Supplies	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
460	Fines/Fees Reimburse	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$10,023.00	\$0.00	\$5,005.48	\$5,017.52	49.94%
550	Capital Outlay - Vehicles	\$49,000.00	\$1,957.38	\$71,195.78	-\$22,195.78	145.30%
600	Principal	\$132.00	\$11.04	\$65.91	\$66.09	49.93%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
610	Interest	\$12.00	\$0.96	\$6.09	\$5.91	50.75%
DEPT 42110	Police Administration	\$659,556.00	\$40,301.94	\$499,204.95	\$160,351.05	75.69%
DEPT 42280	Fire Administration					
100	Wages and Salaries Dept Head	\$6,000.00	\$500.00	\$3,500.00	\$2,500.00	58.33%
101	Assistant	\$1,200.00	\$100.00	\$700.00	\$500.00	58.33%
106	Training	\$2,100.00	\$75.00	\$525.00	\$1,575.00	25.00%
107	Services	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
122	FICA	\$4,536.00	\$51.63	\$361.41	\$4,174.59	7.97%
151	Workers Comp Insurance	\$4,950.00	\$0.00	\$6,395.00	-\$1,445.00	129.19%
200	Office Supplies	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
208	Instruction Fees	\$8,000.00	\$300.00	\$11,556.00	-\$3,556.00	144.45%
209	Physicals	\$500.00	\$0.00	\$1,780.00	-\$1,280.00	356.00%
210	Operating Supplies	\$3,000.00	\$282.76	\$1,281.01	\$1,718.99	42.70%
212	Motor Fuels	\$500.00	\$63.58	\$107.39	\$392.61	21.48%
213	Diesel Fuel	\$2,500.00	\$97.99	\$207.89	\$2,292.11	8.32%
220	Repair/Maint Supply - Equip	\$3,000.00	\$255.00	\$582.40	\$2,417.60	19.41%
221	Repair/Maint Vehicles 306	\$9,000.00	\$93.00	\$159.21	\$8,840.79	1.77%
222	Tires	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
223	Bldg Repair Suppl/Maintenance	\$1,000.00	\$0.00	\$1,729.22	-\$729.22	172.92%
233	FIRE PREVENTION	\$2,000.00	\$2,698.10	\$2,698.10	-\$698.10	134.91%
240	Small Tools and Minor Equip	\$1,500.00	\$0.00	\$672.52	\$827.48	44.83%
319	Donation Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
320	Communications	\$2,500.00	\$439.88	\$1,534.22	\$965.78	61.37%
322	Postage	\$25.00	\$0.00	\$0.00	\$25.00	0.00%
331	Travel Expenses	\$5,000.00	\$0.00	\$2,881.00	\$2,119.00	57.62%
340	Advertising	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
351	Legal Notices Publishing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Insurance	\$7,000.00	\$0.00	\$6,734.00	\$266.00	96.20%
430	Miscellaneous	\$150.00	\$198.50	\$208.50	-\$58.50	139.00%
433	Dues and Subscriptions	\$1,200.00	\$0.00	\$1,396.50	-\$196.50	116.38%
443	Sales Tax	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
450	Permits	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
455	House Burn	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
491	FDRA City Contribution	\$21,000.00	\$0.00	\$0.00	\$21,000.00	0.00%
492	FDRA State Aid	\$28,000.00	\$0.00	\$0.00	\$28,000.00	0.00%
500	Capital Outlay	\$162,000.00	\$10,940.75	\$179,003.70	-\$17,003.70	110.50%
550	Capital Outlay - Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42280	Fire Administration	\$329,061.00	\$16,096.19	\$224,013.07	\$105,047.93	68.08%
DEPT 42500	Ambulance Services					
223	Bldg Repair Suppl/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
306	Ambulance Subsidy	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 42500	Ambulance Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000	Public Works (GENERAL)					
100	Wages and Salaries Dept Head	\$6,240.00	\$0.00	\$0.00	\$6,240.00	0.00%
103	Tech 1	\$54,410.00	\$4,753.72	\$30,751.58	\$23,658.42	56.52%
104	Tech 2	\$56,181.00	\$3,691.22	\$31,324.57	\$24,856.43	55.76%
105	Part-time	\$0.00	\$253.92	\$1,130.24	-\$1,130.24	0.00%
108	Tech 3	\$56,181.00	\$3,385.20	\$28,374.94	\$27,806.06	50.51%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
121	PERA	\$12,976.00	\$906.31	\$6,868.61	\$6,107.39	52.93%
122	FICA	\$13,235.00	\$820.08	\$6,254.94	\$6,980.06	47.26%
131	Employer Paid Health	\$38,261.00	\$3,188.40	\$22,318.80	\$15,942.20	58.33%
132	Employer Paid Disability	\$1,089.00	\$99.83	\$698.81	\$390.19	64.17%
133	Employer Paid Dental	\$2,785.00	\$223.35	\$1,507.93	\$1,277.07	54.14%
134	Employer Paid Life	\$202.00	\$16.80	\$120.20	\$81.80	59.50%
136	Deferred Compensation	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
140	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
151	Workers Comp Insurance	\$16,117.00	\$0.00	\$22,868.00	-\$6,751.00	141.89%
152	Health Savings Account Contrib	\$15,000.00	\$0.00	\$11,250.00	\$3,750.00	75.00%
200	Office Supplies	\$450.00	\$0.00	\$294.97	\$155.03	65.55%
208	Instruction Fees	\$1,000.00	\$0.00	\$1,170.00	-\$170.00	117.00%
210	Operating Supplies	\$1,200.00	\$246.63	\$274.59	\$925.41	22.88%
212	Motor Fuels	\$8,000.00	\$535.28	\$1,977.29	\$6,022.71	24.72%
213	Diesel Fuel	\$15,000.00	\$233.14	\$3,977.78	\$11,022.22	26.52%
215	Shop Supplies	\$2,750.00	\$267.24	\$487.75	\$2,262.25	17.74%
220	Repair/Maint Supply - Equip	\$18,000.00	\$2,825.17	\$18,439.29	-\$439.29	102.44%
221	Repair/Maint Vehicles 306	\$15,000.00	\$9,051.28	\$21,055.58	-\$6,055.58	140.37%
222	Tires	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
223	Bldg Repair Suppl/Maintenance	\$4,500.00	\$227.81	\$3,085.93	\$1,414.07	68.58%
224	Street Maint Materials	\$20,000.00	\$24.45	\$20,669.46	-\$669.46	103.35%
225	New Roads Materials	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
226	Bridge Materials	\$25,000.00	\$0.00	\$0.00	\$25,000.00	0.00%
228	Street Lighting	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
232	Striping	\$8,000.00	\$0.00	\$0.00	\$8,000.00	0.00%
235	Signs	\$3,000.00	\$144.79	\$341.84	\$2,658.16	11.39%
240	Small Tools and Minor Equip	\$2,500.00	\$1,475.86	\$2,503.68	-\$3.68	100.15%
254	Concessions - Pop	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
259	Unif Erik/Joe	\$300.00	\$0.00	\$154.99	\$145.01	51.66%
260	Unif Eric & Nate	\$300.00	\$0.00	\$300.00	\$0.00	100.00%
261	Unif Jake/Jon/Leigh	\$300.00	\$0.00	\$159.99	\$140.01	53.33%
303	Engineering Fees	\$25,000.00	\$0.00	\$2,560.10	\$22,439.90	10.24%
304	Legal Fees (Civil)	\$1,000.00	\$0.00	\$225.00	\$775.00	22.50%
314	Surveyor	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
316	Security Monitoring	\$200.00	\$49.35	\$98.70	\$101.30	49.35%
320	Communications	\$1,600.00	\$107.18	\$647.43	\$952.57	40.46%
322	Postage	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
331	Travel Expenses	\$1,000.00	\$0.00	\$532.20	\$467.80	53.22%
340	Advertising	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
351	Legal Notices Publishing	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
360	Insurance	\$27,000.00	\$0.00	\$12,377.00	\$14,623.00	45.84%
381	Electric Utilities	\$14,000.00	\$1,182.55	\$6,700.32	\$7,299.68	47.86%
383	Gas Utilities	\$6,000.00	\$59.71	\$981.54	\$5,018.46	16.36%
384	Refuse/Garbage Disposal	\$1,000.00	\$514.93	\$922.05	\$77.95	92.21%
385	Sewer Utility	\$400.00	\$21.15	\$317.25	\$82.75	79.31%
405	Cleaning Services	\$3,700.00	\$176.25	\$1,233.75	\$2,466.25	33.34%
413	Office Equipment Rental/Repair	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
415	Equipment Rental	\$2,500.00	\$0.00	\$0.00	\$2,500.00	0.00%
430	Miscellaneous	\$1,000.00	-\$275.85	\$1,394.90	-\$394.90	139.49%
433	Dues and Subscriptions	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
442	Safety Prog/Equipment	\$1,000.00	\$67.96	\$2,112.90	-\$1,112.90	211.29%
443	Sales Tax	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
450	Permits	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
454	Joint Facility County Expense	\$45,000.00	\$549.74	\$16,393.31	\$28,606.69	36.43%
500	Capital Outlay	\$65,000.00	\$850.00	\$12,995.60	\$52,004.40	19.99%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
550	Capital Outlay - Vehicles	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
552	Capital Outlay-Land	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
581	Capital Outlay -Seal Coat	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
582	Capital Outlay - Crackfill	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
583	Capital Outlay - Overlays	\$1,826,500.00	\$36,096.20	\$143,276.94	\$1,683,223.06	7.84%
584	Capital Outlay - Road Const	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$2,471,927.00	\$71,769.65	\$441,130.75	\$2,030,796.25	17.85%
DEPT 43100 Cemetery						
210	Operating Supplies	\$940.00	\$0.00	\$0.00	\$940.00	0.00%
220	Repair/Maint Supply - Equip	\$250.00	\$952.13	\$1,065.69	-\$815.69	426.28%
360	Insurance	\$60.00	\$0.00	\$66.00	-\$6.00	110.00%
381	Electric Utilities	\$350.00	\$27.04	\$69.62	\$280.38	19.89%
430	Miscellaneous	\$400.00	\$460.00	\$762.91	-\$362.91	190.73%
452	Refund	\$0.00	\$400.00	\$775.00	-\$775.00	0.00%
500	Capital Outlay	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43100 Cemetery		\$3,000.00	\$1,839.17	\$2,739.22	\$260.78	91.31%
DEPT 45100 Park and Recreation (GENERAL)						
100	Wages and Salaries Dept Head	\$70,732.00	\$5,467.06	\$41,432.31	\$29,299.69	58.58%
101	Assistant	\$28,806.00	\$2,222.02	\$16,848.31	\$11,957.69	58.49%
103	Tech 1	\$26,408.00	\$2,164.16	\$5,320.20	\$21,087.80	20.15%
104	Tech 2	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%
105	Part-time	\$43,680.00	\$2,929.00	\$19,532.77	\$24,147.23	44.72%
108	Tech 3	\$33,010.00	\$2,555.20	\$19,058.30	\$13,951.70	57.73%
121	PERA	\$15,198.00	\$930.63	\$6,164.25	\$9,033.75	40.56%
122	FICA	\$15,884.00	\$1,120.52	\$7,416.49	\$8,467.51	46.69%
131	Employer Paid Health	\$22,320.00	\$1,328.40	\$9,298.80	\$13,021.20	41.66%
132	Employer Paid Disability	\$1,452.00	\$104.29	\$697.81	\$754.19	48.06%
133	Employer Paid Dental	\$3,956.00	\$325.89	\$1,894.27	\$2,061.73	47.88%
134	Employer Paid Life	\$336.00	\$22.40	\$115.00	\$221.00	34.23%
136	Deferred Compensation	\$650.00	\$50.00	\$375.00	\$275.00	57.69%
140	Unemployment	\$0.00	\$0.00	\$338.00	-\$338.00	0.00%
151	Workers Comp Insurance	\$9,691.00	\$0.00	\$12,323.00	-\$2,632.00	127.16%
152	Health Savings Account Contrib	\$9,000.00	\$0.00	\$7,500.00	\$1,500.00	83.33%
200	Office Supplies	\$200.00	\$21.95	\$207.26	-\$7.26	103.63%
208	Instruction Fees	\$500.00	\$0.00	\$197.00	\$303.00	39.40%
210	Operating Supplies	\$3,200.00	\$14.14	\$744.37	\$2,455.63	23.26%
212	Motor Fuels	\$2,000.00	\$269.27	\$836.39	\$1,163.61	41.82%
213	Diesel Fuel	\$1,500.00	\$0.00	\$139.11	\$1,360.89	9.27%
220	Repair/Maint Supply - Equip	\$3,000.00	\$1,213.18	\$2,557.50	\$442.50	85.25%
221	Repair/Maint Vehicles 306	\$2,000.00	\$0.00	\$298.17	\$1,701.83	14.91%
223	Bldg Repair Suppl/Maintenance	\$15,000.00	\$2,033.83	\$7,046.08	\$7,953.92	46.97%
231	Chemicals	\$5,000.00	\$0.00	\$1,080.00	\$3,920.00	21.60%
235	Signs	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
254	Concessions - Pop	\$300.00	\$0.00	\$107.11	\$192.89	35.70%
255	Concessions - Food	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
258	Unif Tony/Ted/Gerald	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
261	Unif Jake/Jon/Leigh	\$300.00	\$0.00	\$0.00	\$300.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
264	Unif Bobby/Ron	\$300.00	\$0.00	\$195.60	\$104.40	65.20%
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$250.00	\$0.00	\$887.65	-\$637.65	355.06%
308	Instructors Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
309	Tennis	\$1,600.00	\$0.00	\$1,043.10	\$556.90	65.19%
310	Program Supplies	\$1,000.00	\$499.98	\$913.59	\$86.41	91.36%
311	Softball/Baseball	\$1,000.00	\$0.00	\$138.74	\$861.26	13.87%
312	Aerobic Instruction	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
315	Warm House/Garage Exp	\$1,000.00	\$128.45	\$363.25	\$636.75	36.33%
316	Security Monitoring	\$1,200.00	\$0.00	\$347.88	\$852.12	28.99%
317	Soccer/Skating	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
318	Garage (North)	\$3,000.00	\$69.00	\$822.48	\$2,177.52	27.42%
319	Donation Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
320	Communications	\$3,500.00	\$358.46	\$2,173.47	\$1,326.53	62.10%
322	Postage	\$150.00	\$25.55	\$34.89	\$115.11	23.26%
323	Garage (East)	\$800.00	\$3.33	\$791.39	\$8.61	98.92%
324	Disc Golf Expenses	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
331	Travel Expenses	\$700.00	\$32.08	\$645.32	\$54.68	92.19%
335	Background Checks	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
340	Advertising	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
351	Legal Notices Publishing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
360	Insurance	\$15,000.00	\$0.00	\$11,665.00	\$3,335.00	77.77%
381	Electric Utilities	\$13,000.00	\$1,065.50	\$7,193.18	\$5,806.82	55.33%
383	Gas Utilities	\$7,500.00	\$726.92	\$2,390.88	\$5,109.12	31.88%
384	Refuse/Garbage Disposal	\$800.00	\$71.88	\$431.32	\$368.68	53.92%
403	Improvements Other Than Bldgs	\$3,800.00	\$0.00	\$0.00	\$3,800.00	0.00%
413	Office Equipment Rental/Repair	\$700.00	\$0.00	\$0.00	\$700.00	0.00%
415	Equipment Rental	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
430	Miscellaneous	\$800.00	\$0.00	\$15.00	\$785.00	1.88%
433	Dues and Subscriptions	\$500.00	\$0.00	\$220.00	\$280.00	44.00%
442	Safety Prog/Equipment	\$1,500.00	\$0.00	\$27.58	\$1,472.42	1.84%
443	Sales Tax	\$1,600.00	\$359.00	\$1,520.00	\$80.00	95.00%
445	Sr Meals Expense	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
448	Weight Room Ins Reimbur	\$150.00	\$9.25	\$69.75	\$80.25	46.50%
450	Permits	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
452	Refund	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
453	80 Acre Development Expense	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
457	Weight Room Expenses	\$2,000.00	\$528.44	\$1,096.44	\$903.56	54.82%
459	PAL Foundation Expenditures	\$3,000.00	\$1,304.94	\$3,312.86	-\$312.86	110.43%
461	Silver Sneakers	\$6,300.00	\$720.00	\$4,248.00	\$2,052.00	67.43%
481	Park Master Plan	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$60,000.00	\$0.00	\$25,506.57	\$34,493.43	42.51%
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
552	Capital Outlay-Land	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
553	Capital Outlay - Other	\$0.00	\$1,750.00	\$4,465.50	-\$4,465.50	0.00%
557	Capital Outlay - Tennis Courts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$1,250.00	\$104.14	\$624.84	\$625.16	49.99%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 45100 Park and Recreation (GENERA		\$456,523.00	\$30,528.86	\$232,671.78	\$223,851.22	50.97%
DEPT 45500 Library						
101	Assistant	\$31,616.00	\$2,478.00	\$18,537.40	\$13,078.60	58.63%
121	PERA	\$2,371.00	\$185.85	\$1,390.30	\$980.70	58.64%
122	FICA	\$2,419.00	\$162.52	\$1,228.52	\$1,190.48	50.79%
131	Employer Paid Health	\$15,941.00	\$1,328.40	\$9,298.80	\$6,642.20	58.33%
132	Employer Paid Disability	\$260.00	\$24.05	\$168.35	\$91.65	64.75%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
133	Employer Paid Dental	\$1,172.00	\$86.00	\$616.00	\$556.00	52.56%
134	Employer Paid Life	\$67.00	\$5.60	\$39.20	\$27.80	58.51%
135	Employer Paid Other	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
140	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
151	Workers Comp Insurance	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
152	Health Savings Account Contrib	\$6,000.00	\$0.00	\$1,500.00	\$4,500.00	25.00%
201	Library Operating Supplies	\$2,000.00	\$0.00	\$1,707.84	\$292.16	85.39%
202	Library Subscriptions	\$500.00	\$0.00	\$430.04	\$69.96	86.01%
203	Library Books	\$500.00	\$355.52	\$5,208.04	-\$4,708.04	1041.61%
204	Children s Program Expense	\$150.00	\$0.00	\$27.21	\$122.79	18.14%
205	Library Luncheon Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
206	Book Sale Expenses	\$0.00	\$276.40	\$353.20	-\$353.20	0.00%
207	Golf Fundraiser Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
319	Donation Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
320	Communications	\$1,000.00	\$60.41	\$353.09	\$646.91	35.31%
322	Postage	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
360	Insurance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
413	Office Equipment Rental/Repair	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
430	Miscellaneous	\$1,000.00	\$0.00	\$299.40	\$700.60	29.94%
443	Sales Tax	\$0.00	\$60.00	\$105.00	-\$105.00	0.00%
452	Refund	\$50.00	\$0.00	\$0.00	\$50.00	0.00%
459	PAL Foundation Expenditures	\$250.00	\$915.77	\$1,590.77	-\$1,340.77	636.31%
500	Capital Outlay	\$3,063.00	\$0.00	\$1,528.14	\$1,534.86	49.89%
600	Principal	\$1,250.00	\$104.14	\$624.84	\$625.16	49.99%
DEPT 45500 Library		\$70,359.00	\$6,042.66	\$45,006.14	\$25,352.86	63.97%
DEPT 47007 2003 Series A Disposal						
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47007 2003 Series A Disposal		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47013 Bond Disclosure						
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$450.00	-\$450.00	0.00%
DEPT 47013 Bond Disclosure		\$0.00	\$0.00	\$450.00	-\$450.00	0.00%
DEPT 47014 2012 Series A						
600	Principal	\$185,000.00	\$0.00	\$185,000.00	\$0.00	100.00%
610	Interest	\$31,155.00	\$0.00	\$27,202.50	\$3,952.50	87.31%
620	Fiscal Agent s Fees	\$300.00	\$0.00	\$253.00	\$47.00	84.33%
DEPT 47014 2012 Series A		\$216,455.00	\$0.00	\$212,455.50	\$3,999.50	98.15%
DEPT 47015 47015 Series 2015B						
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47015 47015 Series 2015B		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 48000 Recycling						
384	Refuse/Garbage Disposal	\$32,340.00	\$2,433.00	\$17,083.36	\$15,256.64	52.82%
388	Recycling Expenses	\$100.00	\$0.00	\$136.00	-\$36.00	136.00%
430	Miscellaneous	\$2,340.00	\$262.00	\$1,834.00	\$506.00	78.38%
DEPT 48000 Recycling		\$34,780.00	\$2,695.00	\$19,053.36	\$15,726.64	54.78%
FUND 101 GENERAL FUND		\$5,238,587.00	\$219,234.58	\$2,113,396.05	\$3,125,190.95	40.34%
FUND 301 DEBT SERVICE FUND						
DEPT 47000 Emer Svcs Ctr Refunding 2004						
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
602	REA Loan Payment	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000	Emer Svcs Ctr Refunding 200	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47001	Community Ctr Refunding 2002					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47001	Community Ctr Refunding 200	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47002	G.O. Improve-Wilderness					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47002	G.O. Improve-Wilderness	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47003	1999 Series A Improvement Bond					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47003	1999 Series A Improvement B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47004	1999 Series B Improvement Bond					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47004	1999 Series B Improvement B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47005	2001 Series A Improvement Bond					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47005	2001 Series A Improvement B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47006	2002 Series A Improvement Bond					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47006	2002 Series A Improvement B	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47007	2003 Series A Disposal					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47007	2003 Series A Disposal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47008	2003 Series B Sewer					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47008	2003 Series B Sewer	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47009	2003 Joint Facility					
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47009	2003 Joint Facility	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47010	2004 Series A					
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47010 2004 Series A		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47011 2006 Series B Improvement Bond						
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
616	Bond Discount	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47011 2006 Series B Improvement B		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47012 2006 Series C Equipment Cert						
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47012 2006 Series C Equipment Cert		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47013 Bond Disclosure						
440	Telephone Co Reimb Expense	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
621	Continung Disclosure Expene	\$2,400.00	\$0.00	\$0.00	\$2,400.00	0.00%
DEPT 47013 Bond Disclosure		\$2,400.00	\$0.00	\$0.00	\$2,400.00	0.00%
DEPT 47014 2012 Series A						
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47014 2012 Series A		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47015 47015 Series 2015B						
600	Principal	\$136,000.00	\$0.00	\$0.00	\$136,000.00	0.00%
610	Interest	\$11,220.00	\$0.00	\$5,610.00	\$5,610.00	50.00%
620	Fiscal Agent s Fees	\$300.00	\$0.00	\$0.00	\$300.00	0.00%
DEPT 47015 47015 Series 2015B		\$147,520.00	\$0.00	\$5,610.00	\$141,910.00	3.80%
FUND 301 DEBT SERVICE FUND		\$149,920.00	\$0.00	\$5,610.00	\$144,310.00	3.74%
FUND 401 GENERAL CAPITAL PROJECTS						
DEPT 44000 Capital Projects						
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 44000 Capital Projects		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47012 2006 Series C Equipment Cert						
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
616	Bond Discount	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47012 2006 Series C Equipment Cert		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49300 Other Finanacing Uses						
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49300 Other Finanacing Uses		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 401 GENERAL CAPITAL PROJECTS		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 405 TAX INCREMENT FINANCE PROJECTS						
DEPT 46000 Tax Increment Financing						
351	Legal Notices Publishing	\$650.00	\$0.00	\$63.75	\$586.25	9.81%
640	Tax Increment 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
641	Tax Increment 2	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
642	Tax Increment 3	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
643	Tax Increment 6	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
644	Tax Increment 7 - Stone #1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
645	Tax Increment 8 - Crosswoods	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
646	TaxIncrement 9-C&J Dev	\$0.00	\$6,372.96	\$6,372.96	-\$6,372.96	0.00%
650	Administrative Costs	\$650.00	\$0.00	\$100.00	\$550.00	15.38%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 46000 Tax Increment Financing		\$1,300.00	\$6,372.96	\$6,536.71	-\$5,236.71	502.82%
DEPT 46001 TIF 1-9 MidWest Asst Living						
646	TaxIncrement 9-C&J Dev	\$10,200.00	\$0.00	\$0.00	\$10,200.00	0.00%
DEPT 46001 TIF 1-9 MidWest Asst Living		\$10,200.00	\$0.00	\$0.00	\$10,200.00	0.00%
FUND 405 TAX INCREMENT FINANCE PROJEC		\$11,500.00	\$6,372.96	\$6,536.71	\$4,963.29	56.84%
FUND 410 MARODA DRIVE						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 410 MARODA DRIVE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 411 SUNSET DRIVE						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 411 SUNSET DRIVE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 412 DUCK LANE						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 412 DUCK LANE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 413 FAWN LAKE ROAD						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 413 FAWN LAKE ROAD		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 SUNRISE ISLAND BRIDGE PROJECT						
DEPT 43000 Public Works (GENERAL)						
226	Bridge Materials	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 414 SUNRISE ISLAND BRIDGE PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 415 AMBULANCE PROJECT						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
551	Capital Outlay-Building	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 415 AMBULANCE PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 420 LIBRARY PROJECT						
DEPT 45500 Library						
302	Architects Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 45500 Library		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 420 LIBRARY PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 432 SEWER PROJECT						
DEPT 43200 Sewer						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
443	Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43200 Sewer		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49300 Other Financing Uses						
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49300 Other Financing Uses		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 432 SEWER PROJECT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 463 BRITA LN/PINE VIEW LN						
DEPT 43000 Public Works (GENERAL)						
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43000 Public Works (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 463 BRITA LN/PINE VIEW LN		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 502 ECONOMIC DEVELOPMENT FUND						
DEPT 41940 General Government						
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41940 General Government		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 46500 Economic Development (GENERAL)						
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
351	Legal Notices Publishing	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
493	Pass Thru Donations	\$0.00	\$198.00	\$848.00	-\$848.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 46500 Economic Development (GENERAL)		\$0.00	\$198.00	\$848.00	-\$848.00	0.00%
DEPT 47000 Emer Svcs Ctr Refunding 2004						

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
616	Bond Discount	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47000 Emer Svcs Ctr Refunding 200		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47009 2003 Joint Facility						
430	Miscellaneous	\$12,500.00	\$3,700.00	\$3,720.00	\$8,780.00	29.76%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47009 2003 Joint Facility		\$12,500.00	\$3,700.00	\$3,720.00	\$8,780.00	29.76%
FUND 502 ECONOMIC DEVELOPMENT FUND		\$12,500.00	\$3,898.00	\$4,568.00	\$7,932.00	36.54%
FUND 503 EDA (REVOLVING LOAN)						
DEPT 46500 Economic Develop mt (GENERAL)						
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$447,873.11	-\$447,873.11	0.00%
447	Loan Disbursements	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 46500 Economic Develop mt (GENER		\$0.00	\$0.00	\$447,873.11	-\$447,873.11	0.00%
FUND 503 EDA (REVOLVING LOAN)		\$0.00	\$0.00	\$447,873.11	-\$447,873.11	0.00%
FUND 601 SEWER OPERATING FUND						
DEPT 43200 Sewer						
100	Wages and Salaries Dept Head	\$71,540.00	\$5,883.82	\$53,643.51	\$17,896.49	74.98%
101	Assistant	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
103	Tech 1	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
104	Tech 2	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
108	Tech 3	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
121	PERA	\$5,366.00	\$441.28	\$3,309.00	\$2,057.00	61.67%
122	FICA	\$5,473.00	\$404.83	\$3,065.79	\$2,407.21	56.02%
131	Employer Paid Health	\$15,941.00	\$1,328.40	\$9,298.80	\$6,642.20	58.33%
132	Employer Paid Disability	\$663.00	\$59.87	\$419.09	\$243.91	63.21%
133	Employer Paid Dental	\$1,172.00	\$86.00	\$616.00	\$556.00	52.56%
134	Employer Paid Life	\$67.00	\$5.60	\$39.20	\$27.80	58.51%
136	Deferred Compensation	\$650.00	\$50.00	\$375.00	\$275.00	57.69%
151	Workers Comp Insurance	\$3,891.00	\$0.00	\$4,788.00	-\$897.00	123.05%
152	Health Savings Account Contrib	\$6,000.00	\$1,500.00	\$6,000.00	\$0.00	100.00%
200	Office Supplies	\$250.00	\$146.11	\$552.16	-\$302.16	220.86%
208	Instruction Fees	\$2,000.00	\$275.00	\$1,390.00	\$610.00	69.50%
210	Operating Supplies	\$1,500.00	\$230.15	\$444.69	\$1,055.31	29.65%
212	Motor Fuels	\$2,000.00	\$0.00	\$357.33	\$1,642.67	17.87%
213	Diesel Fuel	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
220	Repair/Maint Supply - Equip	\$7,000.00	\$3,258.07	\$10,715.05	-\$3,715.05	153.07%
221	Repair/Maint Vehicles 306	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%
222	Tires	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
223	Bldg Repair Suppl/Maintenance	\$1,500.00	\$750.07	\$1,108.81	\$391.19	73.92%
229	Oper/Maint - Lift Station	\$12,000.00	\$234.22	\$3,197.83	\$8,802.17	26.65%
230	Repair/Maint - Collection Syst	\$7,000.00	\$0.00	\$3,101.76	\$3,898.24	44.31%
231	Chemicals	\$10,000.00	\$864.60	\$10,877.94	-\$877.94	108.78%
258	Unif Tony/Ted/Gerald	\$300.00	\$0.00	\$128.95	\$171.05	42.98%
303	Engineering Fees	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%
304	Legal Fees (Civil)	\$250.00	\$0.00	\$75.00	\$175.00	30.00%
320	Communications	\$600.00	\$106.66	\$503.56	\$96.44	83.93%

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
321	Communications-Cellular	\$1,400.00	\$118.21	\$710.24	\$689.76	50.73%
322	Postage	\$800.00	\$346.12	\$715.98	\$84.02	89.50%
331	Travel Expenses	\$2,000.00	\$58.85	\$1,848.27	\$151.73	92.41%
340	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
351	Legal Notices Publishing	\$200.00	\$0.00	\$124.66	\$75.34	62.33%
360	Insurance	\$7,500.00	\$0.00	\$8,108.00	-\$608.00	108.11%
381	Electric Utilities	\$26,000.00	\$2,126.29	\$14,072.15	\$11,927.85	54.12%
383	Gas Utilities	\$3,000.00	\$56.87	\$941.18	\$2,058.82	31.37%
384	Refuse/Garbage Disposal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
406	Lab Testing	\$10,000.00	\$3,676.10	\$7,997.95	\$2,002.05	79.98%
407	Sludge Disposal	\$12,000.00	\$0.00	\$15,660.00	-\$3,660.00	130.50%
420	Depreciation Expense	\$200,000.00	\$0.00	\$0.00	\$200,000.00	0.00%
430	Miscellaneous	\$100.00	\$0.00	\$26.47	\$73.53	26.47%
433	Dues and Subscriptions	\$300.00	\$0.00	\$275.00	\$25.00	91.67%
442	Safety Prog/Equipment	\$1,500.00	\$0.00	\$96.98	\$1,403.02	6.47%
443	Sales Tax	\$200.00	\$0.00	\$0.00	\$200.00	0.00%
450	Permits	\$200.00	\$0.00	\$1,450.00	-\$1,250.00	725.00%
452	Refund	\$100.00	\$0.00	\$0.00	\$100.00	0.00%
500	Capital Outlay	\$232,402.00	\$59,550.32	\$86,654.14	\$145,747.86	37.29%
553	Capital Outlay - Other	\$0.00	\$7,787.20	\$11,390.63	-\$11,390.63	0.00%
554	Capital Outlay - Ox Ditch Bldg	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
555	Capital Outlay - Sewer Biosol	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
556	Capital Outlay - Sewer Exten	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43200 Sewer		\$656,865.00	\$89,344.64	\$264,079.12	\$392,785.88	40.20%
FUND 601 SEWER OPERATING FUND		\$656,865.00	\$89,344.64	\$264,079.12	\$392,785.88	40.20%
FUND 614 TELEPHONE AND CABLE FUND						
DEPT 49000 Miscellaneous (GENERAL)						
301	Auditing and Acct g Services	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
304	Legal Fees (Civil)	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
630	Loss on Bond Defeasance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 49000 Miscellaneous (GENERAL)		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 614 TELEPHONE AND CABLE FUND		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 651 SEWER RESTRICTED SINKING FUND						
DEPT 43200 Sewer						
220	Repair/Maint Supply - Equip	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
223	Bldg Repair Suppl/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
303	Engineering Fees	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
500	Capital Outlay	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 43200 Sewer		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47007 2003 Series A Disposal						
600	Principal	\$175,000.00	\$0.00	\$175,000.00	\$0.00	100.00%
610	Interest	\$27,106.00	\$0.00	\$31,155.00	-\$4,049.00	114.94%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
620	Fiscal Agent s Fees	\$750.00	\$0.00	\$242.00	\$508.00	32.27%
720	Operating Transfers	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47007 2003 Series A Disposal		\$202,856.00	\$0.00	\$206,397.00	-\$3,541.00	101.75%
DEPT 47008 2003 Series B Sewer						

OBJ	OBJ Descr	2017 Budget	JULY 2017 Amt	2017 YTD Amt	2017 YTD Balance	%YTD Budget
452	Refund	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
600	Principal	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
610	Interest	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
615	Issuance Costs (Other Financin	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 47008 2003 Series B Sewer		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 651 SEWER RESTRICTED SINKING FUN		\$202,856.00	\$0.00	\$206,397.00	-\$3,541.00	101.75%
FUND 652 WASTEWATER MGMT DISTRICT						
DEPT 41910 Planning and Zoning						
430	Miscellaneous	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEPT 41910 Planning and Zoning		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
FUND 652 WASTEWATER MGMT DISTRICT		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
		\$6,272,228.00	\$318,850.18	\$3,048,459.99	\$3,223,768.01	48.60%

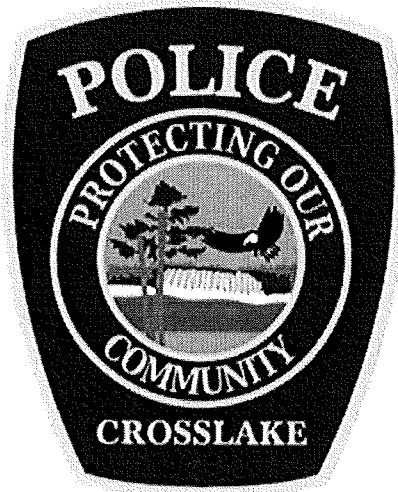
B.5.

City of Crosslake - Preliminary 07/31/2017 Preliminary Budget to Actual Analysis (Remove Debt Service, Capital Outlay and Operating Transfers)					
Description	2017 Budget	31-Jul	2017 YTD Amount	2017 YTD Balance	2017 %YTD Budget
Total Expense (From Month End Report For July 31, 2017)	\$ 6,272,228	\$ 318,850	\$ 3,048,460	\$ 3,223,768	48.60%
Adjustments:					
<u>Less: All DS Issues</u>					
(101-41400-600) Administration: Copier Lease	(864)	(72)	(432)	(432)	50.00%
(101-41910-600) Planning and Zoning: Copier Lease	(864)	(72)	(432)	(432)	50.00%
(101-42110-600) Police: Copier Lease	(144)	(12)	(72)	(72)	50.00%
(101-45100-600) Parks and Rec.: Copier Lease	(1,250)	(104)	(625)	(625)	49.99%
(101-45500-600) Library: Copier Lease	(1,250)	(104)	(625)	(625)	49.99%
(101-47014-600) 2012 Series A - Principal	(185,000)	0	(185,000)	0	100.00%
(101-47014-610) 2012 Series A - Interest	(31,155)	0	(27,203)	(3,953)	87.31%
(101-47014-620) 2012 Series A - Fiscal Agent Fees	(300)	0	(703)	403	0.0%
(301-47015-600) 2015 Series B - Principal	(136,000)	0	0	(136,000)	0.00%
(301-47015-610) 2015 Series B - Interest	(11,220)	0	(5,610)	(5,610)	50.00%
(301-47015-620) 2015 Series B - Fiscal Agent Fees	(300)	0	0	(300)	0.00%
(301-47013-440/621) Fiscal Agent Fees	(2,400)	0	0	(2,400)	0.00%
(651-47007-600) 2012 Series A Disposal - Prin.. (Reported on B/S)	(175,000)	0	(175,000)	0	100.00%
(651-47007-610) 2012 Series A Disposal -Interest	(27,105)	0	(31,155)	4,050	114.94%
(651-47007-620) 2012 Series A Disposal - Fiscal Agent Fees	(750)	0	(242)	(508)	32.27%
Total Debt Service	(573,602)	(364)	(427,098)	(146,504)	74.46%
<u>Less - All Capital Outlay Accounts:</u>					
(101-41400-500) Administration	(3,063)	0	0	(3,063)	0.00%
(101-41910-500) Planning and Zoning	(3,000)	0	(1,996)	(1,004)	66.54%
(101-41940-500) General Government Capital Outlay	(36,000)	0	(33,763)	(2,237)	93.79%
(101-42110-500) Police Administration Capital Outlay	(10,023)	0	(5,005)	(5,018)	49.94%
(101-42110-550) Police Administration Capital Outlay - Vehicles	(49,000)	(1,957)	(71,196)	22,196	145.30%
(101-42280-500) Fire Administration - Capital Outlay	(162,000)	(10,941)	(179,004)	17,004	110.50%
(101-42280-550) Fire Administration - Capital Outlay - Vehicles	0	0	0	0	0.00%
(101-43000-500) Public Works -Capital Outlay	(1,941,500)	(36,946)	(156,273)	(1,785,227)	8.05%
(101-43100-500) Cemetery - Capital Outlay	(1,000)	0	0	(1,000)	0.00%
(101-45100-500) Parks and Recreation - Capital Outlay	(60,000)	(1,750)	(29,972)	(30,028)	49.95%
(101-45500-500) Library	(3,063)	0	(1,528)	(1,535)	0.00%
(601-43200-500) Sewer - Capital Outlay	(232,402)	(67,338)	(98,045)	(134,357)	42.19%
Total Capital Outlay	(2,501,051)	(118,932)	(576,782)	(1,924,269)	23.06%
<u>Less: Other Items:</u>					
Transfer Revolving Loan Program to Crow Wing Cooperative	0	0	(447,873)	447,873	0%
Operating Transfers from General Fund to Sewer Fund)	(217,805)	0	0	(217,805)	0%
Total Operating Transfers Between Funds	(217,805)	0	(447,873)	230,068	0%
<u>Less: Depreciation/Amortization</u>					
(601) Depreciation	(200,000)	0	0	(200,000)	0.00%
Adjusted Expenditures	\$ 2,779,770	\$ 199,554	\$ 1,596,707	\$ 1,183,063	57.44%
Linear Assumption (7 Month/12 Months) = 58.33%					
	58.33%	\$ 3,658,800			-0.89%

City of Crosslake
July 31, 2017

Depository	Percent of Total Bank Balance	Bank Balance	Less: Insurance FDIC/NCUA	Deposits Requiring Collateral	Amount of Collateral Required (110% of Deposits Requiring Collateral)	Market Value of Collateral Provided	Sufficient (Insufficient) Collateral Coverage	Collateral Description	Expiration Date
BlackRidge Bank	63.7%	\$ 517,500	\$ 250,000	\$ 267,500	\$ 294,250	\$ 1,000,000	\$ 705,750	Letter of Credit 4072-192	2/27/2018
Frandsen Bank and Trust	36.3%	\$ 294,636	\$ 250,000	\$ 44,636	\$ 49,100	\$ 1,360,194	\$ 1,311,094	3132J4FG9 FHLMC POOL G30866, 4.00	4/1/2034
Totals	100.0%	\$ 812,136		\$ 312,136	\$ 343,350	\$ 2,360,194	\$ 2,016,844		

B.6.



CROSSLAKE POLICE DEPARTMENT

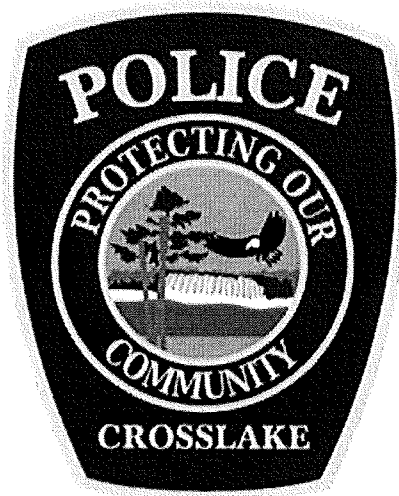
MONTHLY REPORT

July
2017

**Crosslake Police Department
Monthly Report
July 2017**

911 Hangup	1
Agency Assist	32
Alarm	22
Animal Complaint	9
Assault	1
ATV	1
Burglary	1
Civil Problem	3
Criminal Sexual Cond	3
Disturbance	1
Domestic	2
Driving Complaint	4
Drug Investigation	1
Ems	30
Fight	1
Fire	1
Fireworks	3
Hazard In Road	3
Indecent Conduct	1
Information	10
Intoxicated Person	1
Lost Property	2
Missing Persons	3
Motorist Assist	2
Noise Complaint	7
Other	2
Parking Complaint	2
Personal In Accident	3
Property Damage Acc	6
Public Assist	2

Scam/Con	3
Suicidal Person	1
Suspicious Activity	4
Suspicious Person	1
Suspicious Vehicle	2
Theft	5
Traffic Warnings	56
Traffic Citations	7
Trespass	1
Welfare Check	3
Total	243



CROSSLAKE POLICE DEPARTMENT

MISSION TOWNSHIP MONTHLY REPORT

July
2017

**Crosslake Police Department
Mission Township Monthly Report
July 2017**

Alarm	1
Disturbance	1
Driving Complaint	3
Ems	3
Extra Patrol	1
Parking Complaint	1
Personal In Accident	1
Theft	1
Traffic Arrest	1
Traffic Citations	12
Traffic Stop	56
Welfare Check	1
Total	82

B. 9.



Crosslake Fire Department

Date: July 2017

Incidents

Description of Incident	Calls	YTD
3 - Rescue & Emergency Medical Services		
311 - Medical Assist - Assist EMS Crew	34	175
300 - Rescue, EMS Incident		1
322 - Motor Vehicle Accident with Injuries	1	6
324 - Motor Vehicle Accident with No Injuries		1
340 - Search for Lost Person	1	1
362 - Ice Rescue		
326 - Snowmobile Accident With Injuries		
Total Medical:	36	184
1 - Fire		
111 - Building Fire	1	3
111 - Building Fire (Mutual Aid)		1
114 - Chimney Fire		
112/118 - Fire Other		2
143 - Grass Fire/Wildland Fire		3
131 - Automobile Fire		
Total Fire:	1	9
4 - Hazardous Condition (No Fire)		
411 - Gasoline or other Flammable Liquid Spill		1
412 - Gas Leak (Natural Gas or LPG)		3
444 - Power Line Down/Trees on Road		
Total Hazardous Condition:	0	4
5 - Service Call		
571 - Cover Assignment, Standby		2
561 - Unauthorized Burning		
Total Service Calls:	0	2
6 - Good Intent Call		
611 - Dispatched and Cancelled en route	1	4
600 - Good Intent Call		2
609 - Smoke scare, Odor of smoke		1
Total Good Intent:	1	7
7 - False Alarm & False Call		
743 - Smoke Detector Activation - No Fire	3	9
746 - Carbon Monoxide Detector Activation - No CO		1
731 - Sprinkler Activation due to Malfunction		
Total False Alarms:	3	10

Total Incidents:	41	216
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Incident Type Report (Summary)
From 07/01/17 To 08/01/17
Report Printed On: 08/01/2017

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	2.44%	\$500.00	\$0.00	\$500.00	100.00%
3 Rescue & Emergency Medical Service Incident	1	2.44%	\$500.00	\$0.00	\$500.00	100.00%
Medical assist, assist EMS crew (311)	34	82.93%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	1	2.44%	\$0.00	\$0.00	\$0.00	0.00%
Search for lost person, other (340)	1	2.44%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call	36	87.81%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	1	2.44%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call	1	2.44%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	3	7.32%	\$0.00	\$0.00	\$0.00	0.00%
	3	7.32%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	41			Total Est. Loss:	\$500.00	

Search Criteria

Dates	From 07/01/2017 To 08/01/2017 (mm/dd/yyyy)
Service	CROSSLAKE
Staff	All
Apparatus	All
Station	All
Alarm Type	All
Zone/District	All

**Report Description**



Incident Type Report (Summary)
From 12/01/16 To 08/01/17
Report Printed On: 08/01/2017

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.46%	\$500.00	\$0.00	\$500.00	0.60%
Building fire (111)	3	1.39%	\$30,000.00	\$51,000.00	\$81,000.00	97.89%
Fires in structure other than in a building (112)	1	0.46%	\$0.00	\$50.00	\$50.00	0.06%
Trash or rubbish fire, contained (118)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or wildland fire (141)	1	0.46%	\$0.00	\$1,200.00	\$1,200.00	1.45%
Brush or brush-and-grass mixture fire (142)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Grass fire (143)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	9	4.15%	\$30,500.00	\$52,250.00	\$82,750.00	100.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	175	81.02%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	6	2.78%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries, (324)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Search for lost person, other (340)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	184	85.18%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gasoline or other flammable liquid spill (411)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	3	1.39%	\$0.00	\$0.00	\$0.00	0.00%
	4	1.85%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Unauthorized burning (561)	2	0.93%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.93%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	4	1.85%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	6	2.77%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
Alarm system activation, no fire - unintentional (745)	9	4.17%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	10	4.63%	\$0.00	\$0.00	\$0.00	0.00%
8 Severe Weather & Natural Disaster						
Lightning strike (no fire) (814)	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	216			Total Est. Loss:	\$82,750.00	0.00%

Search Criteria

Dates From 12/01/2016 To 08/01/2017 (mm/dd/yyyy)
Service CROSSLAKE
Staff All
Apparatus All
Station All
Alarm Type All

**NORTH AMBULANCE
CROSSLAKE**

JULY 2017 RUN REPORT

TOTAL CALLOUTS: 116

NIGHT: 44 DAY: 72

No Loads: 21
Cancels: 18
Fire Standbys: 00
Police Standbys: 00
Transported Patients: 77

CROSSLAKE: 71 (15 No Load, 05 Cancel)
BREEZY POINT: 11 (01 No Load, 03 Cancel)
IDEAL: 00
MISSION: 00
FIFTY LAKES: 03 (01 No Load, 01 Cancel)
MANHATTAN BEACH: 01
CENTER: 00
TIMOTHY: 00

MUTUAL AID TO:

PINE RIVER: 23 (04 No Load, 07 Cancel)
BRAINERD: 07 (02 Cancel)

BLS TRANSFERS: 00
ALS TRANSFERS: 00

ALS INTERCEPTS (ADVANCED LIFE SUPPORT):

BRAINERD: 00
PINE RIVER: 00
AIRCARE: 04

B. 11.

MONTHLY PLANNING & ZONING STATISTICS - CROSSLAKE

PERMITS	July-2017	Year-to-Date 2017	July-2016	Year-to-Date 2016
New Construction (Dwellings)	1	17	3	19
Septic - New	2	16	2	15
Septic Upgrades	4	13	1	5
Porch / Deck	2	22	1	22
Additions	3	11	3	13
Landscape Alterations	4	33	6	37
Access. Structures	7	23	2	22
Demo/Move	1	10	0	0
Signs	1	2	0	4
Fences	3	8	1	3
E911 Addresses Assigned	3	18	2	13
Total Permits	31	173	21	153

ENFORCEMENT / COMPLAINTS	Year-to-Date 2017	Year-to-Date Closed	Year-to-Date Open	Year-to-Date % Closed
Enforcement	6	5	1	83.30%

CUSTOMER SERVICE STATISTICS	July-2017	Year-to-Date 2017	July-2016	Year-to-Date 2016
Counter Visits	123	555	78	544
Phone Calls	179	981	147	912
Email	58	294	36	329
Total	360	1830	261	1785

Call For Service	13	44	8	48
Shoreland Rapid Assessment Completed (Buffer)	2	12	1	22
Stormwater Plans Submitted	10	34	9	57
Site Visits	58	337	32	370

COMPLIANCE SEPTIC STATISTICS	Year-To-Date Received 2017	Year-To-Date Failed 2017	Year-To-Date Received 2016	Year-To-Date Failed 2016
Septic Compliance Inspections	94	7	84	1
Passing Septic Compliance Percentage		92.6%		98.8%

PUBLIC HEARINGS	July-2017	Year-to-Date 2017	July-2016	Year-to-Date 2016
DRT	4	22	3	22
Variance	1	12	2	9
CUP/IUP	2	4	0	1
Land Use Map		0	0	1
Subdivisions (Metes & Bounds; Preliminary; Final)	1	2	0	6
Consolidations/Lot Line Adjustments	1	1	0	5



B. 12.

STATED MINUTES

City of Crosslake Planning Commission/Board of Adjustment

June 23, 2017
9:00 A.M.

Crosslake City Hall
37028 County Road 66
Crosslake, MN 56442

1. Present: Chair Aaron Herzog; Vice-Chair Mark Wessels; Mark LaFon; Alternate Mark Lindner and Alternate Bill Schiltz; and Council Member Dave Nevin
2. Absent: Joel Knippel and Matt Kuker
3. Staff: Jon Kolstad, Crosslake Land Services Specialist and Cheryl Stuckmayer, Customer Service Specialist
4. 5-26-17 Minutes & Findings – **Motion by Lindner; supported by Schiltz to approve the minutes with the correction in the Land Use Table motion from LaFon to Lindner & findings as written. All members voting “Aye”, Motion carried.**
5. Old Business
 - 5.1 None
6. New Business
 - 6.1 Leigh & Jane Behrman – Variance for the septic system setbacks to the lake, side yard and dwelling
 - 6.2 Public Hearing - Consider revisions to Chapter 26, Land Use of the City of Crosslake Code of Ordinance
7. Other Business
 - 7.1 Staff Report
8. Open Forum
9. Adjournment

Leigh & Jane Behrman

142120010030009 & 142120010020009

Herzog announced the variance request and invited the applicant to the podium. Kolstad read the variance request, comments received (neighbor-in favor & Tom Espersen, Land Services Specialist-septic input), stormwater plan, history of the parcel and the surrounding parcel history into the record. Behrman, owner, stated she is a landscape designer and further explained the history of the parcel and future plans, pertaining to stormwater; riprap reconstruction, rain gardens, berm, shoreland buffer, to use for effective lake protection methods. Discussion was held on the buffer, berm and riprap process to best insure its success in protecting the lake. Herzog opened the public hearing with no response, so the public hearing was closed. Herzog asked if any of the commissioners had additional questions, but none were forthcoming. Herzog requested Kolstad to initiate the findings of fact procedure with the board members deliberating and responding to each question.

June 23, 2017 Action:

Motion by Wessels; supported by LaFon to approve the variance for:

- 1. Lake setback of 50 feet where 75 feet is required to the septic system**
- 2. Side yard setback of 2 feet where 10 feet is required to the septic system**
- 3. Dwelling setback of 6 feet where 10 & 20 feet is required to the septic system**

To construct:

- A septic system**

Per the findings of fact as discussed, the on-sites conducted on 6-22-17 and as shown on the certificate of survey received at the Planning & Zoning office dated 7-19-12 for property located 38047 Dream Island Rd, Sec 3, City of Crosslake

Conditions:

Chapter 26 – Land Use; Sec. 26-227 Variance Decision - Variances must be substantially completed within two years of receiving approval – the approval of this variance will expire on 6-23-19

- 1. Work with the staff to implement the submitted stormwater plan**
- 2. Work with the staff to implement the submitted extended shoreline buffer**
- 3. Maintain the existing shoreline vegetation along with the proposed extended are**
- 4. Work with staff to create a berm between the drainfield and the shoreline as needed**
- 5. Raise the lakeside of property to meet the eastern neighboring parcel riprap**
- 6. To implement and follow the septic system management plan as written in the submitted septic design**

Findings: See attached

All members voting “Aye”, Motion carried.

**Crosslake Planning & Zoning
City of Crosslake, Chapter 26 City Ordinance
Land Use Revisions –Articles 3, 7, 8, 11, 14, 20,
25, 29 and 43**

Herzog announced the ordinance revisions that were to be discussed. Kolstad read into the record a summary of the articles listed below from Chapter 26 of the City of Crosslake Land Use Ordinance for a motion as a recommendation to the city council, and stated no comments were received from the public but the DNR sent a conditional approval letter of the City of Crosslake's Shoreland Ordinance Amendments. Herzog opened the public hearing and asked Nevin, city council member and Mayor Norgaard if they had any questions. Norgaard stated that the water quality is the first consideration pertaining to developers and the permit process as a whole. Herzog closed the public hearing.

Article 3 – Administration

- Deleted the requirement for a site suitability for permits (*Sec 26-68 (6), p. 14*)
Kolstad summarized and clarified the article then the commissioners held a discussion.
Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by Wessels; supported by LaFon to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 7 – Conditional Use/Interim Use Permits

- Added requirements for Building elevation drawings and Cut and Fill *calculations (Sec 26-185 (3), p. 22)*

Kolstad summarized and clarified the article then the commissioners held a discussion. Herzog opened the public hearing with Nevin detailing the history behind this revision requirement. No changes as presented.

June 23, 2017 Action:

Motion by Wessels; supported by Schiltz to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 8 – Variances

- Added requirements for Building elevation drawings and Cut and Fill calculations (*Sec 26-222 (3), P. 25*)

Kolstad summarized and clarified the article then the commissioners held a discussion. Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by LaFon; supported by Lindner to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 11 – Shoreland District Standards

- Bluff Setback to top and bottom – not side (*Sec 26-308 (4) Table 26-308B, p. 35*)
- Increased boardwalk with from 6’ to 8’ to meet DNR standards for dock width (*sec 26-319, p. 39*)
- Added that no new formal recorded easements or agreements are allowed to create a controlled access lot. (*sec 26-321 (3), p. 39*)
- Relaxed Temporary Structure limitations on riparian lots greater than 20 acres. (*new Sec 26-323, p. 40*)

Kolstad summarized and clarified the article then the commissioners held a discussion. Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by Lindner; supported by Wessels to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 14 – Floodplain Overlay District Standards

- Required updates from DNR (*Updated with DNR comments regarding the new FEMA Maps that become effective on August 15, 2017, starting on p. 44*)

Kolstad summarized and clarified the article then the commissioners held a discussion. Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by Wessels; supported by Lindner to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 20 – Stormwater Management

- 10,000 square feet of new impervious surface applies to shoreland only (*sec 26-549 (2), p. 61*)
- All 100% credit for permeable systems in SIZ2 (*Sec 26-549 (7) a., p61*)
- Allow for 400 square feet of permeable surface to be designed by someone other than an engineer (*Sec 26-549 (7) d., p61*)

Kolstad summarized and clarified the article then the commissioners held a discussion, which included possible costs for a design. Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by Herzog; supported by Wessels to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 25 – Screening – Fencing

- Clarified the height restriction on a fence and setback requirements *Sec 26-656 (6) & (7), p. 70*)

Kolstad summarized and clarified the article then the commissioners held a discussion. Herzog opened and closed the public hearing. Wessels departed before the motion was taken. A decision to alter (6) in the presented ordinance revision to exclude impact zone 1, leaving in impact zone 2 only. The chart in Sec. 26-659 to reflect this change. The remainder of the article to be recommended as presented.

June 23, 2017 Action:

Motion by Herzog; supported by Lindner to recommend the Crosslake City Council approve the revisions with a change in (6) to delete the wording which included impact zone 1 to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

Article 29 – Commercial and Residential Architectural Standards

- Clarified commercial architectural requirements (*Sec 26-750 (2) & (3), p. 86*)
Kolstad summarized and clarified the article then the commissioners held a discussion.
Herzog opened and closed the public hearing. No changes as presented.

June 23, 2017 Action:

Motion by LaFon; supported by Schiltz to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting “Aye”, Motion carried.

**Crosswoods Development LLC
1460400090B0009**

Kolstad read the preliminary plat request, comments received, park dedication fee has been waived with requirements, history of the parcel, stormwater management plan/state and the city sewer items into the record. Hidde of Stonemark Surveying and Heggerston of Crosswoods Development LLC stated the Condition Use Permit (CUP) is scheduled for the next month PC/BOA public hearing and listed some of the items that the application includes. Kolstad stated that there is an updated configuration of the multi-family units for the CUP. Kuker opened the public hearing with no one in attendance to respond, therefore the public hearing was closed. Kuker asked if any of the commissioners had additional questions. Kolstad proceeded to initiate the findings of fact procedure with the board members deliberating and responding to each question.

July 28, 2017 Action:

Motion by LaFon; supported by Schiltz to recommend to the Crosslake City Council the approval of the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square of parcel 1460400090B0009 consisting of 10 tracts involving 3.17 acres located in Out Lot B, CIC #1034 Crosswoods, at Cty Rd 3 & Swann Dr, Crosslake, MN 56442

Per the findings of fact as discussed, the on-sites conducted on 7-27-17 and shown on the preliminary plat received at the Planning & Zoning office dated 6-21-17

Conditions: None

Findings: See attached

All members voting "Aye", Motion carried.

B-13.

Public Works Meeting Notes

City of Crosslake

Wednesday, July 5, 2017

4:00 PM - City Hall

Members Present: Doug Vierzba, John Pribyl, Darrell Shannon, Dale Melberg, Tim Berg

Members Absent: None

Others Present: Dave Schrupp, Mike Rardin, Dan Vogt, Jon Henke, Dave Reese, residents Dennis and Mary O'Hare of 12416 Anchor Point Road

1. Meeting called to order at 4:00 pm by Chairman Darrell Shannon.
2. Approve Minutes of June 5th, 2017. Motion to approve by Vierzba, second by Melberg, with two changes. Tim Berg was listed as present and absent. He was absent. Change the word "City" in the last sentence of topic 5 to "County". Changes have been made and Char Nelson has been copied. All in favor.
3. 2017 Road Project Update:
 - a. Dave Reese referenced the WSN letter dated 6-26 which provided an update on the 2017 Street Improvements as well as the Dream Island Bridge replacement.
 - i. DeChantal will begin reconstruction of Tamarac road on July 10 and a written schedule from the contractor to follow, which will be posted on the City's website.
 - b. **Anchor Point Road project, specifically the O'Hare property at 12416 Anchor Point Road.**
 - i. This is a follow-up discussion from the last meeting. WSN was to stake the property boundary corners to help understand the claimed disturbance to the O'Hare property. The WSN crew was at the site and located the buried markers. Dave indicated it was evident that disturbance exists on both side of the property line. Some tree stumps were cut by Crow Wing Power. It was believed that Excel disturbed several smaller trees and ground cover in the process of relocating the gas line to the property, which means that a justification exists to correct the damage to the property. The estimated cost being requested was in the range of \$2,000, which would have to be approved by the city council. Mr. Melberg asked how the city would be involved in the reimbursement process, given the city did not directly cause the damage. It was stated that the city does not have a contract with the utility contractors. Mr. O'Hare presented a letter from Excel. Mr. Pribyl asked about past precedents; no specific precedents were discussed, but Mr. Reese did say each one was discussed and handled to remedy the damage. Mr. Schrupp asked that the letter from Excel be discussed. The letter indicated Excel will restore any disturbances in the yard as a result of installing the new gas service. Mr. O'Hare had not contacted Excel regarding this statement. It was agreed that WSN would contact Excel regarding the O'Hare property damage before any decisions is made by the PW Commission. Mr. Reese was requested to contact Excel. Follow-up required at the August meeting.
 - c. **Dream Island Bridge Project.** Dave Reese reported that it appears the funding for a replacement Dream Island bridge will be approved, written approval expected soon. Ted reported a collapse in the road bed near the bridge, related to a muskrat. Dave Schrupp asked if the commission felt it was necessary to make a recommendation to the city council to pursue the condemnation process with the homeowners who have not agreed to the City's payment for easements. Doug Vierzba stated the council had ordered the condemnation process to begin in February 2017. Dan Vogt indicated a law suit was already prepared but the city attorney was attempting to work with the homeowners rather than initiate the condemnation process. He also indicated a quick take would take 90 days. Darrell Shannon made a recommendation that if an agreement was not made within 30 days of today, the city should start the lawsuit immediately. Dan Vogt indicated that Brad was pushing the homeowners to come to an agreement. **Motion** by Melberg to recommend

the city reach an agreement with the homeowners in 30 days or less. If no agreement, start the lawsuit to resolve. Second by Vierzba, all in favor.

4. **Town Square Request for Maintenance (Motion)** Ted met with Jim Anderson to discuss the possibility of the city taking over the maintenance of the Town Square Roads. Ted discussed with Jim, the concerns the commission presented, such as maintenance of the storm sewer, snow removal and subsequent storage, upkeep of the roads, such as striping and crack filling (which was completed by Jim this year), sidewalk maintenance, etc. Ted will pursue a map of the area to present to the commission. Doug Vierzba expressed a concern relating to the age of the road and the fact that the city would be responsible for the full cost of repaving when needed, unless an agreement was reached with Mr. Anderson that states he will share in the cost of repaving, given the city is receiving the roads with half their life used. Ted will create an agreement relating to the City maintaining the roads and present at the next meeting. No motion was made regarding this topic.
5. **Review Quotes for Well Construction (Motion)** Bolton and Menk recommended a separate RFQ for the Well be completed rather than keeping it in the RFQ for the upgrades to the sewer plant. Four RFQs were sent out and 3 bids were received. The recommendation from Bolton and Menk is to accept the quote from Blue Water Wells in the amount of \$68,395. **Motion** to recommend Blue Water Wells by Pribyl, second by Vierzba, all in favor.
6. **Review Quote for Line Striping (Motion)** Ted indicated restriping is completed each year. Ted indicated he had budgeted \$8,000 to complete the striping and the actual bid cost by Line Striping was \$16,920. Ted is hoping to use some of the state aid road funds the city has been receiving to cover the overage in the budget. **Motion** by Berg to recommend we accept the bid of \$16,920 from Line Striping, second by Vierzba, all in favor.
7. **Review Quote for Road Patching (Motion)** Ted explained the quote from Anderson Brothers to use a Poly-Patch product to fill cracks in the roads this year. Poly-patch contains a fill that will help level the cracks/indents in the road, essentially bringing the road surface to a level condition. Tim Berg suggested the city move ahead to buy its own equipment to fill cracks. Ted had attempted to do this but did not have the funds in the budget to purchase and approval to purchase was not approved by the city council. Tim would like to see it added to the next budget cycle. Motion by Vierzba to recommend accepting the Anderson Brothers bid for crack filling in the amount of \$45,223, second by Melberg, all in favor.
8. **Treatment Plant Update** Ted indicated the flows through the plant continue to see new highs over the holiday periods. He indicated he has installed/connected to the sewer plant, the two unused Army Corp of Engineers tanks to serve as storage tanks/EQ basins to handle peak flows. Ted is still working on the damage caused by the recent failures in the plant. Despite the issues, the plant is working as planned. The request for bids to upgrade the sewer plant has been created and published. Ted's personnel are working extra time on the weekends to make sure the plant continues to operator as planned. Quotes are expected to be received nlt 8-1-17.
9. Other Business
 - a. **Siemer's Car Wash**-Ted indicated that he and Mike Rardin had met with the Siemers to discuss connecting to the city sewer. This would represent the first car wash to be connected to city sewer. The commission discussed and agreed that the following conditions be agreed upon by the Siemers prior to the connection:
 - i. Commercial hookup fee of \$6,500 be paid by Siemers for hand-held, self-service car wash. If upgrades to automated wash bays, additional hook-up fees would be required
 - ii. All construction costs and restoration costs to be paid for by Siemers
 - iii. City Engineer review and approve chemicals to be used at the car wash as it relates to processing through the sewer treatment plant
 - iv. Permanent flow meter be installed to determine volume
 - v. Random effluent content testing be conducted by City Staff to determine chemical content
 - vi. Related costs to testing be paid by Siemers

- vii. Only Effluent to be processed by sewer treatment plant

Motion by Berg to recommend the city allow Siemens to connect to the sewer plant with the conditions stated above, second by Pribyl, all in favor.

During the discussion, Darrell Shannon stated that city should consider creating a ***Managed Sanitary Sewer District*** rather than continuing with further extensions of the existing sewer collection system. Ted has discussed this in the past and is very familiar with the concept. The concept is means the city would take over the management/maintenance/pumping of every resident's septic system for an annual fee. Ted and several of the commission members have had exposure to this type of an arrangement.

- b. **Road Plans.** Ted stated he has been working with Mike Rardin on the road plans for the city to create a priority list. He suggested the commission review the list. John Pribyl asked that we do a real good job/better job of notifying property owners of road construction in their area in the future.
- c. **Culvert on Anchor Point Road Reconstruction.** This discussion relates to a resident request to Ted to add a culvert connection from Rush Lake to a pond along the non-lake side of Anchor Point road while the road was being reconstructed. Dave Reese reported he had checked with the DNR and they would not allow the connection as the lake was considered infested with Zebra Mussels.

10. Adjourn. Meeting adjourned at 4:58 PM.

B.14.

Crosslake Park/Library Commission Minutes

2:00 P.M. Wednesday, July 26, 2017

Members Present: John Pribyl, Mick Tchida, Sandy Melberg, Jim Talbott, Robb Reed and Park & Recreation/Library Director, Jon Henke

Meeting was called to order at 2:03 pm.

I. **Motion: Approve Minutes from June 28, 2017** Sandy/Jim Favor: All Opposed: None

II. South Bay Park Update

A letter explaining the Perkins Road options was sent to land owner Art Heigl. At this point it is up to the Council to take the next step. If Council support is not there Jon's recommendation at this time is to let it go.

III. Pickleball Update

A possible donor for building separate Pickleball courts has come forward. A survey is being designed to help with the challenges of implementing a rating system for players.

IV. Shade Feature

The new shade feature for the tennis courts has been delivered and is waiting for construction.

V. Park Dedication

An amendment to the Park Dedication Ordinance to address the issue of developers wanting to provide private parks for public use is being presented for the Commission's review. The following park dedication proposal was provided to the Commission.

Sec. 44-402. - Required; applicability.

(a) At the option of the City Council, the developer of a subdivision ~~shall~~ is required to:

1. Dedicate ten percent of his buildable land as measured pre-plat to the public for park purposes;
2. ~~or, at the option of the city council, shall pay~~ the city an amount equal to \$1,500.00 per lot for a commercial- or industrial-zoned subdivision and \$1,500.00 per residential unit created in a residentially zoned subdivision, or a combination of land dedication and payment of cash in lieu of land according to the formula set forth in this Code; or
3. Dedicate 10 percent of his buildable land as a private park that shall be open to the public, as long as the dedicated park is adjacent to and connected to existing city parks or trails, and the cost to develop the park is equal to or less than the park dedication fee that would have been paid for the development. This dedication of the park shall be implemented in perpetuity, with all associated development costs and maintenance being born by the development.

(b) This section shall apply to all land subdivisions, including land subdivided by metes and bounds description.

(Ord. No. 304, § 2(3.22(subd. 2.A.1)), 3-12-2012)

The Council would make a decision, on a case by case basis, based on the three options for Park Dedication available to them.

The Commission has the following concerns with the proposed Park Dedication changes:

- 1) Long term caretaking of these private parks;
- 2) Liability in these private parks;
- 3) At least 75% of the park dedication fees should benefit the community as a whole so the parks department can achieve the Long Range goals of the Park Department.

4) The Commission worries these private parks for public use will become another Kavli woods park development.
5) The Commission discussed the fact that all developers would want to go with the new option of building in their own park amenities. The amenities will help sell their property and the public would never have the feeling that the private amenities would be available for public use. The public may also be under the impression that since the park areas are open for public use that the City must retain management of these areas. The result would be lost funding for planned long range park improvements and a misconception that the City is managing public park facilities when in reality they are not.

6) If the proposed amendments are to be considered by the Council the language listed in a. 3 would need to be changed - a. 3 - Dedicate 10 percent of his buildable land as a private park that shall be open to the public, as long as the dedicated park is adjacent to and connected to existing city parks or trails, and the cost to develop the park is equal to or less than the park dedication fee that would have been paid for the development.

The Commission feels that the words "less than" need to be changed to "more than" if this policy is pursued by the Council. Also the word his should be changed to his/her.

7) The Commission would suggest the inclusion of the following if the Park Dedication language is amended:
The Park Dedication requirements shall not pertain to assisted living facilities as the residents of these developments will not create a future impact of the Crosslake Park System.

Commission Recommendations and Motion

Utilizing a Park Credit that would be consistent among all developers was viewed as a better approach. This would avoid the appearance of playing favorites among developers and still provide 75% of the cash contribution towards other City Park initiatives. The Commission came up with some suggestions that would essentially carry out a similar vision to the proposed changes made by other staff.

Motion: The Commission opposes the proposed Park Dedication amendment listed above. The Commission would support a credit of up to 25% to a developer planning to provide 10% of his/her developable property into a private park for public use: 1) when the proposed park is adjacent to and connected to existing city parks or trails; 2) when plans for said park are presented and approved up front by the Park Commission and the City Council; 3) when dedication of the park shall be implemented in perpetuity, with all associated development costs and future maintenance provided by the developer or the property owners in the development. This addition would be added to the cash and land option that were originally provided in the current ordinance.

Sandy/John Favor: All Opposed: None

VI. Rental Office Space

A community member who volunteers for Senior Linkage to provide ongoing assistance to people applying for Medicare would like to utilize some space at the Community Center for a business office. He suggested Jon look into options with Senior Linkage to apply for grants to construct an office to be used by both. The public has been asking for a space to conduct business for quite some time. The Commission has discussed this need in the past and would like to pursue this option. Jon will contact the Director of the Minnesota Council on Aging to inquire about possible funding/grant opportunities.

Motion: To pursue grant funding for a rental office space to be built to be available for public use.

John/Mick Favor: All Opposed: None

VII. Open Forum

No business was presented at this time

VIII. Adjournment

Motion to Adjourn John/Jim Favor: All Opposed: None

B. 15.

Crosslake Roll-Off & Recycling Services

July 2017

Mixed												
	Paper	Aluminum	Tin	Glass	Plastic	Metal	Cardboard	Electro	Total lbs	2000#	Total Tons	
January	9720	750	2100	0	2240	13740	5980	0	34530	2000	17.265	
February	0	0	0	6660	1420	0	2540	0	10620	2000	5.31	
March	11260	770	0	6120	1500	0	8560	0	28210	2000	14.105	
April	9980	0	0	6340	2380	11180	7900	37	37817	2000	18.9085	
May	10100	720	2320	0	3860	0	10000	0	27000	2000	13.5	
June	7460	1210	0	13120	5120	34400	13380	0	74690	2000	37.345	
July	6740	1720	1580	20960	6980	0	8900	0	46880	2000	23.44	
August								0	0	2000	0	
September								0	0	2000	0	
October								0	0	2000	0	
November								0	0	2000	0	
December									0	2000	0	

TOTAL IBS	55260	5170	6000	53200	23500	59320	57260	37
2000#	2000	2000	2000	2000	2000	2000	2000	2000
TOTAL TONS	27.63	2.585	3	26.6	11.75	29.66	28.63	0.019

Tires 0

SCORE REPORT FORM

Mo./Yr.

June

2017

CROSSLAKE REPORT

Organization:

Waste Partners, Inc.

PO Box 677 Pine River, MN 56474

Contact Person:

Eric Loge

Ph: (218) 824-8727

Fax: (218) 587-5122

Materials delivered to:

Cass County - Pine River Transfer Station

Cardboard & Mixed Paper - LDI or Rock-Tenn

Metal - Crow Wing Recycling or Pine River Iron & Metal

RESIDENTIAL

COMMERCIAL

Total Paper : (includes)

20,464

Corrugated Cardboard

3,453

Newspaper

-

Mixed Paper (News, Mags, Mixed Mail, CDBD)

17,011

Metal: Appliances, misc...

Commingled Materials: (includes)

14,725

%

lbs

5% Metals- Aluminum Cans

736

21% Tin Cans

3092

61% Glass-

8982

Clear bottles

Green bottles

brown bottles

10% Plastic - #1 & #2 bottles

1473

3% Reject

442

100%

14725

Total LBS.

35190

0

Total Tons

17.59

0

OUT OF COUNTY Waste Disposal

Final Destination:

N/A

Disposal Site Permit # :

Tons Delivered:

NONE

Total Number of

Households

Served this Month

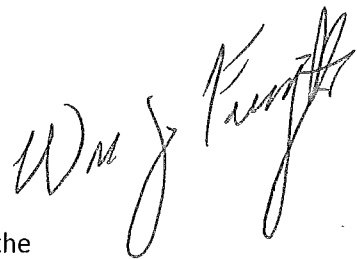
1015

	Trash		Recycling		108,336	93,780
	Accounts	Rate	Accounts	%	Paper	Commingle
BRD	2740	58%	1586	35%	38106	32986
BAX	1546	93%	1441	32%	34622	29970
B.P.	659	87%	572	13%	13743	11897
P.L.	263	77%	202	4%	4853	4201
C.L.	1015	70%	708	16%	17011	14725
NIS	70	0%	0	0%	0	0
	6293	0.72	4509			

B.17.

7/28/17

Please accept my resignation from the Crosslake Economic Development Authority.

A handwritten signature in black ink, appearing to read "Wm J. Forsythe". The signature is written in a cursive, flowing style with a large initial "W" and a prominent "F".

Bill Forsythe

B. 18

**PARTIAL PAYMENT ESTIMATE
NUMBER 1**

Name of Contractor: DeChantal Excavating, LLC
12209 State Highway 18, PO Box 316
Brainerd, MN 56401

Name of Owner: City of Crosslake

Date of Completion:
Original: September 29, 2017 Substantial Completion
October 31, 2017 Final

Amount of Contract:
Original: \$527,031.79

Dates of Estimate:
From: Start June 14, 2017
To: July 28, 2017

Revised:

Description of Project: Melinda Shores Bridge Stabilization
WSN No. 0107B0148.000

ITEM NO.	ITEM DESCRIPTION	CONTRACT ITEMS			AMOUNT	THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE		QTY.	AMOUNT	QTY.	AMOUNT
1	MOBILIZATION	1	LUMP SUM	\$16,300.00	\$16,300.00	0.5	\$8,150.00	0.5	\$8,150.00
2	CLEARING	0.14	ACRE	\$7,500.00	\$1,050.00	0.14	\$1,050.00	0.14	\$1,050.00
3	GRUBBING	0.14	ACRE	\$7,500.00	\$1,050.00	0.14	\$1,050.00	0.14	\$1,050.00
4	REMOVE PIPE CULVERTS	64	LIN FT	\$5.00	\$320.00	81	\$405.00	81	\$405.00
5	REMOVE BITUMINOUS PAVEMENT	3143	SQ YD	\$1.25	\$3,928.75	2758.2	\$3,447.75	2758.2	\$3,447.75
6	REMOVE CONCRETE PAVEMENT	73	SQ YD	\$5.00	\$365.00	54.4	\$272.00	54.4	\$272.00
7	REMOVE MAIL BOX SUPPORT	100	EACH	\$11.00	\$1,100.00		\$0.00		\$0.00
8	SAWING CONCRETE PAVEMENT (FULL DEPTH)	49	LIN FT	\$4.50	\$220.50	43	\$193.50	43	\$193.50
9	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1095	LIN FT	\$1.90	\$2,080.50	720	\$1,368.00	720	\$1,368.00
10	SALVAGE RETAINING WALL	15	LIN FT	\$24.95	\$374.25		\$0.00		\$0.00
11	SALVAGE SIGN	12	EACH	\$25.00	\$300.00		\$0.00		\$0.00
12	SALVAGE STONE PAVERS	13	SQ YD	\$24.95	\$324.35		\$0.00		\$0.00
13	SUBGRADE EXCAVATION (LV)	150	CU YD	\$6.75	\$1,012.50		\$0.00		\$0.00
14	GRANULAR BORROW (CV)	740	CU YD	\$8.50	\$6,290.00		\$0.00		\$0.00
15	SUBGRADE PREPARATION	125.3	ROAD STA	\$101.00	\$12,655.30	6.8	\$686.80	6.8	\$686.80
16	AGGREGATE SURFACING CLASS 5	300	TON	\$22.75	\$6,825.00		\$0.00		\$0.00
17	COMMON LABORERS	14	HOUR	\$54.00	\$756.00		\$0.00		\$0.00
18	STREET SWEEPER (WITH PICKUP BROOM)	8	HOUR	\$92.00	\$736.00		\$0.00		\$0.00
19	AGGREGATE BASE CLASS 5	6014	TON	\$15.25	\$91,713.50	385.92	\$5,885.28	385.92	\$5,885.28
20	FULL DEPTH RECLAMATION	33499	SQ YD	\$0.41	\$13,734.59	28898	\$11,848.18	28898	\$11,848.18
21	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C)	6278	TON	\$49.00	\$307,622.00		\$0.00		\$0.00
22	INSTALL RETAINING WALL	15	LIN FT	\$24.95	\$374.25		\$0.00		\$0.00
23	8" CS PIPE CULVERT	65	LIN FT	\$27.85	\$1,810.25	64	\$1,782.40	64	\$1,782.40
24	8" CS PIPE APRON	4	EACH	\$145.00	\$580.00		\$0.00		\$0.00
25	6" CONCRETE DRIVEWAY PAVEMENT	73	SQ YD	\$112.50	\$8,212.50		\$0.00		\$0.00
26	MAIL BOX SUPPORT	100	EACH	\$95.50	\$9,550.00		\$0.00		\$0.00
27	INSTALL STONE PAVERS	13	SQ YD	\$24.95	\$324.35		\$0.00		\$0.00
28	TRAFFIC CONTROL	1	LUMP SUM	\$1,300.00	\$1,300.00	0.5	\$650.00	0.5	\$650.00
29	INSTALL SIGN	12	EACH	\$100.00	\$1,200.00		\$0.00		\$0.00
30	SILT FENCE, TYPE MS	1450	LIN FT	\$2.00	\$2,900.00	1488	\$2,976.00	1488	\$2,976.00
31	EROSION CONTROL BLANKETS CATEGORY 3	1200	SQ YD	\$1.65	\$1,980.00		\$0.00		\$0.00
32	SEDIMENT CONTROL LOG TYPE STRAW	35	LIN FT	\$4.50	\$157.50		\$0.00		\$0.00
33	STABILIZED CONSTRUCTION EXIT	4	EACH	\$325.00	\$1,300.00		\$0.00		\$0.00
34	EROSION CONTROL SUPERVISOR	1	LUMP SUM	\$500.00	\$500.00	0.5	\$250.00	0.5	\$250.00
35	FERTILIZER TYPE 1	400	POUND	\$0.69	\$276.00		\$0.00		\$0.00
36	SCREENED TOPSOIL BORROW (LV)	738	CU YD	\$26.50	\$19,557.00		\$0.00		\$0.00
37	SEEDING	2	ACRE	\$500.00	\$1,000.00		\$0.00		\$0.00
38	SEED MIXTURE 25-151	400	POUND	\$3.25	\$1,300.00		\$0.00		\$0.00
39	HYDRAULIC MULCH MATRIX	5005	POUND	\$0.72	\$3,603.60		\$0.00		\$0.00
40	4" DOUBLE SOLID LINE PAINT	767	LIN FT	\$0.30	\$230.10		\$0.00		\$0.00
41	8" SOLID LINE PAINT	7060	LIN FT	\$0.30	\$2,118.00		\$0.00		\$0.00
PROJECT TOTAL					\$527,031.79		\$40,014.91		\$40,014.91
					THIS PERIOD		TOTAL TO DATE		
AMOUNT EARNED					\$40,014.91				\$40,014.91
AMOUNT RETAINED (5% of Contract)					\$2,000.75				\$2,000.75
PREVIOUS PAYMENTS									\$0.00
AMOUNT DUE					\$38,014.16				\$38,014.16

Estimated Percentage of Job Completed:

7.6%

191-43000-583

Is Contractor's Const. Progress on Schedule:

Yes

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

ENGINEER'S CERTIFICATION:

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

DeChantal Excavating, LLC

BY:

Date:

7-29-17

APPROVED BY OWNER:
City of Crosslake

ENGINEER: WIDSETH SMITH NOLTING

BY:

David S. Reese, P. E.

Date:

7-28-17

RESOLUTION 17-_____

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
Beverly Sandy	\$50.00	Library/Sandy Eliason Memorial
Glenn/Ella Vanlaningham	\$50.00	Library/Sandy Eliason Memorial
Mary Tyler	\$40.00	Library/Sandy Eliason Memorial
PAL Foundation	\$1,547.96	Halloween Party Supplies Fireworks Barge Repair Summer Reading Program

; 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 14th day of August, 2017.

Patty Norgaard
Mayor

ATTEST:

Charlene Nelson
City Clerk
(SEAL)

B.20.

BILLS FOR APPROVAL
August 14, 2017

VENDORS	DEPT	AMOUNT
Ace Hardware, transfer pump	Park	99.99
Ace Hardware, hardware	Park	4.49
Ace Hardware, ball valve	PW	18.99
Ace Hardware, fans, cords	Sewer	197.88
Ace Hardware, drain plug	PW	4.99
Ace Hardware, deer repellent	Park	16.99
Ace Hardware, wasp killer	Park	1.99
Ace Hardware, vent	PW	14.99
Ace Hardware, silicone	PW	8.59
Ace Hardware, hardware	Sewer	23.45
Ace Hardware, clamps	Sewer	10.32
Ace Hardware, hole saw, glue	Sewer	29.17
Ace Hardware, marking paint, flagging tape	PW	28.47
Ace Hardware, duct tape	Fire	9.99
Ace Hardware, wire cutter, wire	Sewer	55.84
Ace Hardware, mini mag led, light cap	PW	29.98
Ace Hardware, wire cutter, switch	PW	37.47
Ace Hardware, probe set, mirror	PW	30.98
Ace Hardware, drill, plumbing	Sewer	74.74
Ace Hardware, lime	Sewer	59.54
Ace Hardware, marking spray, tape	PW	46.75
Ace Hardware, lettering	Park	4.39
Ace Hardware, roundup	Park	49.99
Ace Hardware, fans	Park	49.98
Ace Hardware, a/c recharge	PW	22.99
Ace Hardware, spray paint	Park	3.59
Ace Hardware, hardware	Fire	18.56
Ace Hardware, filters, headlight	Sewer	80.95
Ace Hardware, clock	Park	11.99
Ace Hardware, drill/impact kit	PW	189.99
Ace Hardware, hardware	PW	38.15
Ace Hardware, keys	Park	3.98
Action Entertainment, childrens program	Library	650.00
Aspen Mills, patches	Fire	576.00
Aspen Mills, edit logo	Fire	40.00
Aspen Mills, jacket	Fire	109.85
Aspen Mills, uniforms	Fire	466.95
Aspen Mills, badges	Fire	522.50
Aspen Mills, uniforms	Fire	317.30
Aspen Mills, uniforms	Fire	1,163.00
AW Research, water testing	Sewer	418.50
Baker & Taylor, books	Library	176.66
Birchdale Fire & Security, july monitoring	Gov't	22.00
Blue Cross Blue Shield, health insurance	ALL	20,923.50
Bolton & Menk, engineering fees	ALL	750.00

Bolton & Menk, engineering fees	PZ		150.00
Brainerd Hydraulics, hose parts	PW		55.25
Brainerd Pipe Supply, pipe	Sewer		3,198.00
Breen & Person, legal fees	ALL		1,642.00
Build All Lumber, reinforced poly	PW		160.00
Central Supply Center, toner	Library		433.00
Chemsearch, cleaners	PW		431.48
City of Crosslake, sewer utilities	PW/Gov't		135.00
Clean Team, august cleaning	PW/Gov't		1,082.50
Council #65, union dues	Gov't		385.00
Creative Services of New England, badge stickers	Police		286.95
Cross-Tech, blade set	PW		298.88
Crosslake Communications, phone, fax, cable, internet	ALL		1,415.62
Crosslake Drug, epi pens	Fire		529.97
Crosslake Rolloff, recycling	Gov't		2,695.00
Crosslake Sheetmetal, air conditioner	Sewer		3,105.00
Crosslake Sheetmetal, replace clogged filter	Gov't		105.00
Crow Wing Auto Body, vehicle repairs	Fire		2,698.00
Crow Wing County, legt base and mobile fees	Police		3,755.00
Crow Wing County Attorney, 1st quarter fines	Gov't		574.11
Crow Wing County Highway Department, fuel	ALL		2,197.74
Crow Wing County Recorder, filing fees	PZ/Admin		276.00
Crow Wing County Recorder, notary filing fee	Admin	pd 8-7	20.00
CTC I.T., july 2017 i.t. labor	ALL		750.00
Culligan, water and cooler rental	PW/Gov't		47.25
Dacotah Paper, janitorial supplies	Park		607.82
Deferred Comp	ALL		300.00
Delta Dental, dental insurance	ALL		1,671.20
Department of Public Safety, license plates	Fire	pd 8-7	6.00
DH Wireless Solutions, modem, antenna	Police		1,143.69
Diamond Industrial Cleaning Equipment, nozzle	PW		21.16
Digital Ink, signs	PW		59.40
DJV Consulting, july services	Admin		825.00
East Side Oil, filter recycling	Gov't		50.00
Finance & Commerce, wwtf improvement bids	Sewer		350.34
Fortis, disability	ALL		616.30
Fyle's, portable restrooms	Park		480.00
Granite Electronics, program radio	Fire		160.70
Guardian Pest Solutions, pest control	ALL		77.60
Hawkins, chemicals	Sewer		1,563.82
Hawkins, chemicals	Sewer		2,164.24
Heartland Tire, tires	Park		708.76
Holden Electric, repairs for flooded pump room	Sewer		14,738.13
Jake Maier, reimburse for uniform	Police		32.35
Keepsrs, uniform	Police		109.98
Lakes Area Rental, toro trencher	PW		150.00
Marco, copier lease	Park		260.72
Mark Harlow, loon center banner	MDT	pd 7-21	198.00
Mark Lindner, mileage reimbursement	PZ		32.10
Mastercard, AICPA, membership dues	Admin		395.00

Mastercard, Amazon.com, carbon monoxide detectors	Police		524.40
Mastercard, Buggies Unlimited, relay for cart	Park		61.94
Mastercard, CI Pub, chiefs meeting	Police		13.76
Mastercard, DVS, transfer title	Sewer		210.50
Mastercard, MN Sheriffs Assn, background investigation class	Police		200.00
Mastercard, Pickleball Central, pickleballs	Park		41.52
Mastercard, Post Office, postage	Park	pd 7-25	4.75
Mastercard, Reeds Market, safety meeting	Gov't		23.95
Mastercard, Reeds Market, summer reading club	Library		29.76
Mastercard, Sports Awards, whitefish warrior race	Park		395.32
Mastercard, US Bank, notary renewal	Admin		120.00
Mastercard, Walmart, tennis balls	Park		37.82
Menards, hardware	PW		90.81
Menards, steel posts, gloves, premix fuel	PW		73.88
Menards, grinder pump, riser, irrigation pipe, caution tape	PW		725.38
Menards, battery, angle grinder, blade	PW		382.60
Metro Sales, staples	PZ/Admin		60.50
Midwest Machinery, oil, filter, caps	Park		33.04
Mike Lyonais, reimburse mileage	Sewer	pd 7-21	31.03
Mikes Electric, install ceiling fans	Park		1,700.00
Mills, oil change, car mats	PW		175.89
MN Life, life insurance	ALL		456.40
MR Sign, sign posts	PW		332.50
MWOA, annual conference	Sewer	pd 7-21	275.00
Napa, wiper blades	Police		29.46
Napa, oil	PW		2.99
Napa, gloves	Sewer		67.56
Napa, filter	PW		92.52
Napa, ac pro premium	PW		36.52
Napa, ac pro premium	PW		47.46
NCPERS-Life Insurance	ALL		80.00
NJPA, comp plan services	Gov't		325.00
North Country Building, frame new partition	PW		3,825.00
Northland Freightliner, repair water pump, steering, axle, seal	PW		6,049.48
Northland Press, letterhead, business cards	Police		160.79
Northland Press, ordinance 346	Gov't		72.25
Northland Press, ordinance 345	Gov't		157.25
Northland Press, ordinance 344	PZ		178.50
Northland Press, meeting notice of 7/29	PZ		93.50
Northland Press, ad for bids	Sewer		493.00
Northland Press, whitefish warrior ad	Park		103.68
Northern Lakes Electric, wire a/c	Sewer		838.00
Northern Lakes Electric, wire gate	Sewer		584.00
Premier Auto, battery	Police		253.58
Premier Auto, mount tires	Park		35.37
Premier Auto, replace headlight	Police		96.88
Premier Auto, radiator repair	Police		9.82

Quality Fabricating of Emily, shade screen	Park		5,801.98
Quality Flow Systems, cable, transducers	Sewer		2,799.50
Radarsign LLC, portable radar signs	Police		8,045.00
Reeds Market, pop	Gov't		38.33
Reeds Market, distilled water	Sewer		15.48
Reeds Market, pop	Gov't		30.00
Riteway, checks	Admin		126.38
Ron Harkin, reimburse uniform expense	Park		104.40
RF Backflow, backflow testing	PW/Fire		1,066.00
Simonson Lumber, treated pine	PW		62.40
Simonson Lumber, treated lumber	PW		63.20
Simonson Lumber, lath	Park		35.50
Sioux Valley Environmental, reagent kits	Sewer		170.00
Squad Pro, accessory equipment for new squad	Police		10,669.84
Symbol Arts, badges	Police		500.00
Teamsters, union dues	Police	pd 8-7	206.00
The Office Shop, pens, paper, cleaner	Gov't		28.83
The Office Shop, label tape	PZ/Admin		18.49
The Office Shop, labels	Admin		39.75
The Office Shop, name plates	Admin/Police		29.14
Thelen Heating & Roofing, reset condensor	Park		184.00
US Bank, copier lease	ALL		156.00
Verizon, air card and ipad charges	ALL	pd 8-7	349.81
Verizon, cell phone charges	ALL	pd 8-7	445.52
Viking Electric, electrical supplies	PW		41.98
WW Goetsch, motor	Sewer		540.00
WW Goetsch, replace plug	Sewer		169.00
Waste Partners, trash removal	ALL		285.23
Watchguard, warranty, software	Police		2,375.00
Widseth Smith Nolting, engineering fees	PW		7,615.90
Xcel Energy, gas utilities	ALL		292.91
Yde's Major Appliance, replace timer on dishwasher	Park		492.36
Ziegler, repair clutch and trans	PW		739.37
Ziegler, bulb, lamp	PW		151.05
TOTAL			143,887.19



Springsted

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August 1, 2017

Mayor and City Council
City of Crosslake
37028 County Road 66
Crosslake, Minnesota 56442

Re: **Classification and Compensation Study Final Report**

Members of the Crosslake City Council:

Springsted Incorporated is pleased to provide the City of Crosslake with the completed Classification and Compensation Study.

The City of Crosslake retained Springsted Incorporated to conduct a Classification and Compensation Study in the fall of 2016. The Study included the development of new job descriptions for all City positions, a review of the internal relationships of City positions, a thorough market analysis of equivalent positions in comparable organizations and development of a compensation plan to ensure internal equity and market competitiveness of City positions.

A compensation system provides the framework for determining how employees will be paid. As a general rule, most organizations conduct comprehensive classification and compensation studies approximately every five to seven years, ensuring their ability to hire and retain qualified employees, and that internal relationships are equitable. The external market comparison is important because it ensures that the compensation plan is adequate to attract new employees and retain existing employees. Conducting periodic reviews of internal and external comparability of an organizations compensation program will assist in maintaining a long-term compensation program and in recruiting and retaining qualified, experienced employees.

Market Survey. The comprehensive compensation survey included the organizations which participated in the classification and compensation study conducted by the City. Twenty-five public entities, listed below, were selected to participate in the survey.

We were able to collect the information from the communities in bold, providing a total of 24 responses.

- **City of Aitkin**
- **City of Albany**
- **City of Alexandria**
- **City of Breezy Point**
- **City of Crosby**
- **City of Detroit Lakes**
- **City of Foley**
- **City of Gaylord**
- **City of Glenwood**
- **City of Granite Falls**
- **City of Lake Crystal**
- **City of Long Prairie**
- **City of Madelia**
- **City of Maple Lake**
- **City of Milaca**
- **City of Moose Lake**
- **City of Nisswa**
- **City of Park Rapids**
- City of Paynesville
- **City of Pelican Rapids**
- **City of Pequot Lakes**
- **City of Perham**
- **City of Walker**
- **City of Wells**
- **City of Winsted**

The survey participants were selected based on their similarity to the City of Crosslake, geographic location and comparability of positions to City of Crosslake positions. Survey respondents were asked to provide information only on those City of Crosslake positions which they considered to be comparable to positions in their organizations. Therefore, survey respondents did not provide data for every position surveyed.

Survey Results. All City positions were included in the survey. Information was not provided for 1 City position and in the analysis of the data, 1 other position was excluded from the overall analysis as the data was either incomplete (not enough information received) or inconsistent (responses not consistent with the position in the City of Crosslake. A comparison was made of the actual wages provided to the City's employees for those positions which do not have an established salary range. The City does not currently have established wage ranges for more than half of so for illustrative purposes the City's current wages were compared to the market range minimum, midpoint and maximum wages. For those positions in which there are established salary ranges, those were compared to the market average salary ranges. Based on the analysis of the data, on average the City's current and minimum salaries are 5.56% above the market average minimum salaries, 71% below the market midpoint salaries and on average, 7.22% below the average maximums reported by the survey participants. A review of the market comparison of the minimum and midpoint wages for those positions with established salary ranges, on average the minimum salaries are 25.02% below the market and midpoint salary are 18.97% below the market. For comparison purposes, wages which are within 5% above or below the market average, dependent on the organizations pay philosophy regarding market relationship, are considered to be competitive. A summary of the salary survey results can be found in Appendix I.

Compensation Philosophy. A pay philosophy guides the design of a compensation system and answers key questions regarding pay strategy. It generally takes a comprehensive, long term focus and explains the compensation program's goals and how the program supports the employer's long-range strategic goals. Without a pay philosophy, compensation decisions tend to be viewed from a short-term tactical standpoint apart from the organization's overall goals.

Market competitiveness and internal equity are among the most important areas addressed in a pay philosophy. An organization's desired market position involves defining the market and identifying where

the organization wants to be positioned within that market. Market position should balance what it takes to attract new employees and retain skilled employees (in other words, eliminate higher pay as the reason employees leave the organization) with the organization's financial resources. Internal equity expresses an organization's desire to provide comparable pay to positions with comparable duties and responsibilities.

A pay philosophy should be developed that establishes a compensation program based on individual employee performance as a key feature of the pay philosophy. Therefore, we emphasize references to performance in the pay philosophy discussion. As part of the study, it is recommended that the City consider these concepts in the adoption of a formal pay philosophy:

- Providing fair and equitable rates of pay to employees
- Defining the City's market area
- Developing a system that establishes a "market rate" for each position and states the minimum wage and maximum rates that the City will pay individuals within a position
- Establishing rates of pay that allow the City to compete successfully for new employees within its market area
- Establishing a market position that is fiscally responsible with public resources
- Ensuring that pay rates for existing employees are based on individual performance that meets or exceeds expectations and reflects changing economic conditions
- Developing a compensation system that allows employees to progress through the pay range as long as their performance consistently meets expectations
- Developing pay administration policies and procedures that ensure their consistent application between departments
- Ensuring that the compensation program is understandable to employees, supervisors, managers, the City Council and the public

Developing a Salary Schedule. The process of developing a salary schedule draws from the results of the salary survey along with the internal relationships of positions within the City. A compensation plan was developed and City positions were placed within the compensation plan based on an evaluation of each position utilizing the SAFE job evaluation system based on the current job responsibilities and job requirements. To evaluate City positions, employees completed Position Analysis Questionnaires (PAQs) to provide information regarding job responsibilities, job requirements and other factor applicable to their position. We utilized the information from the PAQs as well as information contained in the City's current job descriptions. The factors considered in determining the relative value of positions are:

- | | |
|---------------------------|------------------------------|
| • Training and Ability | • Experience Required |
| • Level of Work | • Human Relations Skills |
| • Physical Demands | • Working Conditions/Hazards |
| • Independence of Actions | • Impact on End Results |
| • Supervision Exercised | |

The recommended compensation plan was designed by establishing 20 pay grades with a 6 percent spread between pay grades. Each grade has 9 steps with 3% between steps. The recommended compensation plans can be found in Appendix II of this report.

Each position was then assigned to the appropriate salary grade in the salary schedule based on the job evaluation points of the position. The List of Positions and Assignment to Salary Grades is shown in Appendix II.

It is recommended that as part of this compensation plan, individual employee movement between the steps be based on individual employee performance. Employees should only receive step increases if their performance is satisfactory or better.

Implementation. Implementation of the proposed compensation plans is effective January 1, 2018.

Compensation Plan Implementation

Option 1. This option moves employees who have a current wage below the minimum to the minimum of the range. Of the City's 16 employees, 3 have a current wage which falls below the proposed minimum of the range. The annual cost to move these 3 employees to the minimum is \$12,366.54.

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	16	\$ 838,173.80	\$ 850,540.34	\$ 12,366.54	1.48%
Employee Below Min	3	\$ 107,972.80	\$ 120,339.34	\$ 12,366.54	11.45%
Employee Within Range	13	\$ 730,201.00	\$ 730,201.00	\$ -	
Employee Above Max	0	\$ -	\$ -	\$ -	

Option 2. To implement the proposed wage schedule employees will move onto the scale based on the relationship of their current wage to the proposed range for their position. The remaining 13 City employees have a current wage which falls within the proposed range for their positions. To move these employees onto the proposed wage scale, employees will move on to the step closest to their current wage, without any employees receiving a decrease in pay. The annual cost to move these employees onto the proposed compensation plan is \$14,205.94. The total annual cost to move all employees onto the proposed wage scale is \$26,572.48, which is a 3.17% increase in payroll for this group of employees.

	# of Staff	Current Salary	Proposed Salary	Difference	% Increase
Totals	16	\$ 838,173.80	\$ 864,746.28	\$ 26,572.48	3.17%
Employee Below Min	3	\$ 107,972.80	\$ 120,339.34	\$ 12,366.54	11.45%
Employee Within Range	13	\$ 730,201.00	\$ 744,406.94	\$ 14,205.94	1.95%
Employee Above Max	0	\$ -	\$ -	\$ -	

Summary. The City's current compensation of staff, on average was above market minimum wages, and below the average market midpoint and maximum wage ranges. A review of the internal relationships of positions within the City indicated that there were some inequities amongst comparable positions (which occurs over time in every organization as positions scope of work changes). The proposed compensation plan is designed to be competitive with the external market and internally consistent and equitable.

APPENDIX I
Market Survey Information

Position Surveyed	Number of Respondents	Average Midpoint	Minimum Salary			Midpoint Salary			Maximum Salary			Average
			Lowest	Highest	Average	Lowest	Highest	Average	Lowest	Highest	Average	
Police Chief	24	73,715.10	50,124.00	83,214.00	63,280.38	65,082.00	93,616.00	76,744.00	104,018.00	83,956.20		
City Clerk	8	58,048.56	44,283.00	54,932.00	50,899.67	52,062.50	62,259.00	56,576.00	70,092.00	64,542.85		
Police Officer	23	48,740.36	36,483.00	49,774.00	42,475.87	44,293.50	55,702.50	51,605.00	62,587.00	55,004.85		
Heavy Equipment Operator	14	42,290.02	31,200.00	41,355.00	35,921.00	35,100.00	46,926.00	39,000.00	56,544.00	48,518.85		
Director of Parks, Recreation & Library	4	65,519.83	58,663.00	58,663.00	68,663.00	65,995.50	65,995.50	70,474.00	73,328.00	71,901.00		
Finance Director/Treasurer	4	77,774.00	59,758.00	75,358.00	68,328.00	68,733.50	85,987.00	77,709.00	96,616.00	87,220.00		
DNU - Library Coordinator	4	46,110.17	36,587.00	43,035.00	39,811.00	46,020.00	49,514.50	43,888.00	55,994.00	50,752.25		
Park Maintenance	7	37,902.99	13,759.00	38,563.00	32,908.06	16,029.00	43,066.50	18,299.00	48,734.00	42,939.10		
Police Sergeant	9	59,439.02	48,485.00	56,077.00	51,716.13	55,410.50	63,981.00	61,932.00	71,886.00	67,158.91		
Program and Facilities Coordinator												
Public Works Director	14	72,452.58	59,758.00	69,659.00	63,713.00	68,733.50	79,487.00	77,709.00	89,315.00	80,919.75		
City Administrator/Treasurer	17	81,759.24	61,360.00	88,207.00	71,162.53	72,748.00	100,349.50	81,915.18	112,757.00	91,808.33		
Averages - All	11.16											
Average - Excluding Actual for Minimum and Midpoint												
DNU - did not use survey information												

City of Crosslake, Minnesota Information											
Position Surveyed	Min	Diff	%	Mid	Diff	%	Max	Diff			
Police Chief	79,308.00	16,027.63	20.21%	79,308.00	5,592.90	7.05%	79,308.00	(4,648.20)	-5.86%		
City Clerk	61,896.00	10,996.33	17.77%	61,896.00	3,847.44	6.22%	61,896.00	(2,646.85)	-4.28%		
Police Officer	38,750.00	(3,725.87)	-9.62%	46,280.00	(2,460.36)	-5.32%	53,810.00	(1,194.85)	-2.22%		
Heavy Equipment Operator	29,827.20	(6,093.80)	-20.43%	36,618.40	(5,671.62)	-15.49%	43,409.60	(5,109.25)	-11.77%		
Director of Parks, Recreation & Library	70,473.00	11,810.00	16.76%	70,473.00	4,953.17	7.03%	70,473.00	(1,428.00)	-2.03%		
Finance Director/Treasurer	84,042.00	15,714.00	18.70%	84,042.00	6,268.00	7.46%	84,042.00	(3,178.00)	-3.78%		
DNU - Library Coordinator	31,616.00			31,616.00			31,616.00				
Park Maintenance	22,692.80	(10,215.26)	-45.02%	27,851.20	(10,051.79)	-36.09%	33,009.60	(9,929.50)	-30.08%		
Police Sergeant	67,105.00	15,388.87	22.93%	67,105.00	7,665.98	11.42%	67,105.00	(53.91)	-0.08%		
Program and Facilities Coordinator	36,026.00			36,026.00			36,026.00				
Public Works Director	76,281.00	12,568.00	16.48%	76,281.00	3,828.42	5.02%	76,281.00	(4,638.75)	-6.08%		
City Administrator/Treasurer	86,563.00	15,400.47	17.79%	86,563.00	4,803.76	5.55%	86,563.00	(5,245.33)	-6.06%		
Averages - All		7,787.04	5.56%		1,877.59	-0.71%		(3,807.26)	-7.22%		
Average - Excluding Actual for Minimum and Midpoint		(6,678.31)	-25.02%		(6,061.26)	-18.97%					
DNU - did not use survey information											

APPENDIX II
Compensation Plan and Position Assignment

Pay Plan and Position Listing

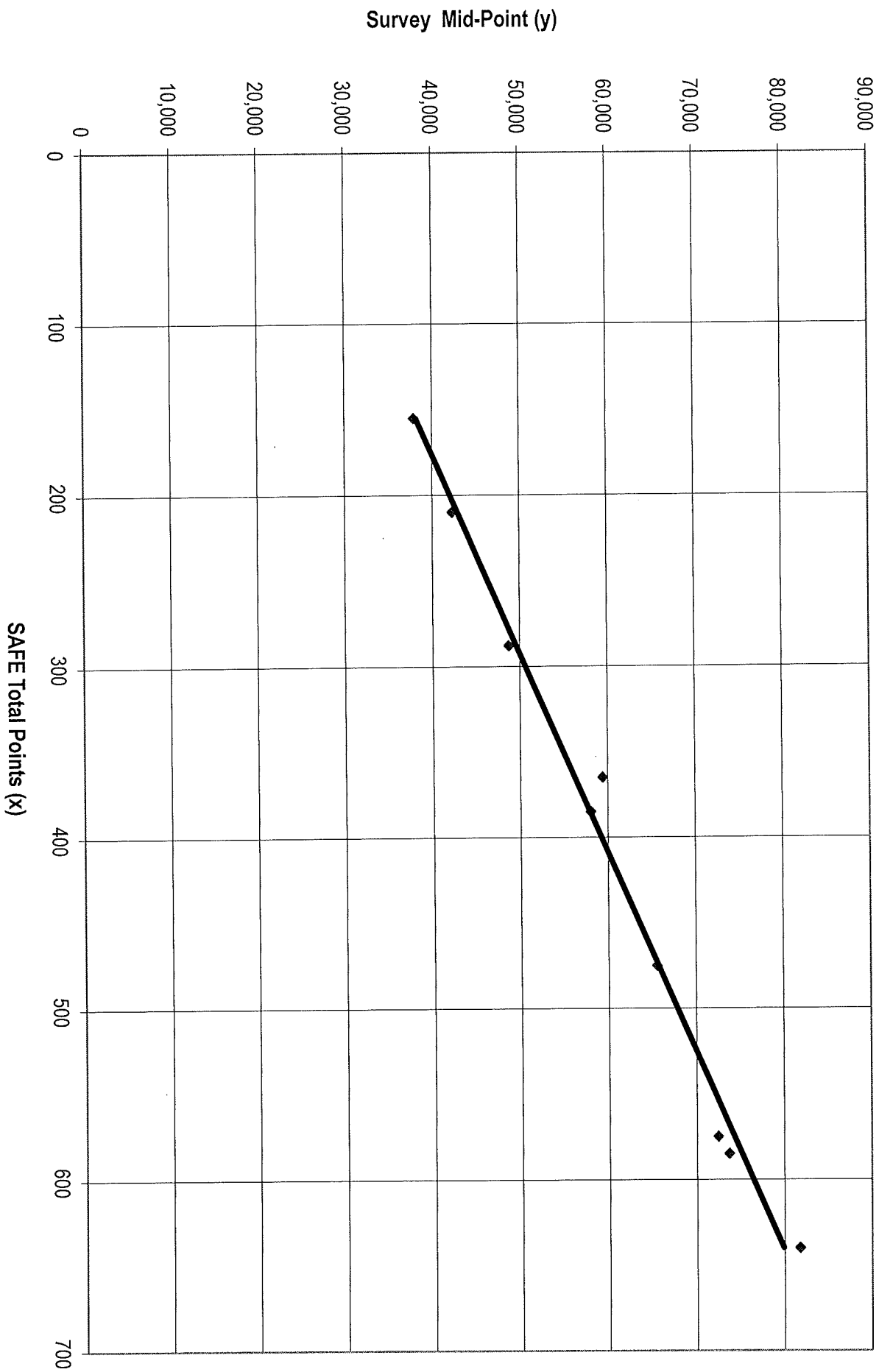
				% Between Grades:		6%		
				% Between Steps:		3.0%	Range:	
				Starting midpoint:		33,000	26.68%	

Pts		Grade	Step								
			1	2	3	4	5	6	7	8	9
01	- 129	1	29,320.07	30,199.67	31,105.67	32,038.83	33,000.00	33,990.00	35,009.70	36,059.99	37,141.79
130	- 147	2	31,079.28	32,011.66	32,972.00	33,961.17	34,980.00	36,029.40	37,110.28	38,223.59	39,370.30
148	- 167	3	32,944.03	33,932.35	34,950.33	35,998.83	37,078.80	38,191.16	39,336.90	40,517.01	41,732.52
168	- 189	4	34,920.68	35,968.30	37,047.34	38,158.77	39,303.53	40,482.63	41,697.11	42,948.03	44,236.47
190	- 213	5	37,015.92	38,126.39	39,270.19	40,448.29	41,661.74	42,911.59	44,198.94	45,524.91	46,890.66
214	- 239	6	39,236.87	40,413.98	41,626.40	42,875.19	44,161.44	45,486.29	46,850.88	48,256.40	49,704.09
240	- 267	7	41,591.08	42,838.82	44,123.98	45,447.70	46,811.13	48,215.46	49,661.93	51,151.79	52,686.34
268	- 297	8	44,086.55	45,409.14	46,771.42	48,174.56	49,619.80	51,108.39	52,641.64	54,220.89	55,847.52
298	- 329	9	46,731.74	48,133.69	49,577.70	51,065.04	52,596.99	54,174.90	55,800.14	57,474.15	59,198.37
330	- 364	10	49,535.65	51,021.72	52,552.37	54,128.94	55,752.81	57,425.39	59,148.15	60,922.60	62,750.27
365	- 402	11	52,507.78	54,083.02	55,705.51	57,376.67	59,097.97	60,870.91	62,697.04	64,577.95	66,515.29
403	- 443	12	55,658.25	57,328.00	59,047.84	60,819.27	62,643.85	64,523.17	66,458.86	68,452.63	70,506.21
444	- 487	13	58,997.75	60,767.68	62,590.71	64,468.43	66,402.48	68,394.56	70,446.39	72,559.79	74,736.58
488	- 535	14	62,537.61	64,413.74	66,346.15	68,336.54	70,386.63	72,498.23	74,673.18	76,913.37	79,220.78
536	- 587	15	66,289.87	68,278.56	70,326.92	72,436.73	74,609.83	76,848.13	79,153.57	81,528.18	83,974.02
588	- 639	16	70,267.26	72,375.28	74,546.54	76,782.93	79,086.42	81,459.01	83,902.78	86,419.87	89,012.46
640	- 691	17	74,483.30	76,717.79	79,019.33	81,389.91	83,831.61	86,346.55	88,936.95	91,605.06	94,353.21
692	- 743	18	78,952.29	81,320.86	83,760.49	86,273.30	88,861.50	91,527.35	94,273.17	97,101.36	100,014.40
744	- 795	19	83,689.43	86,200.11	88,786.12	91,449.70	94,193.19	97,018.99	99,929.56	102,927.44	106,015.27
796	- 847	20	88,710.80	91,372.12	94,113.28	96,936.68	99,844.78	102,840.13	105,925.33	109,103.09	112,376.18

Points	Department	Division	Title	Proposed			
				Grade	1	5	9
155	Parks, Recreation & Library	N/A	Park Maintenance	3	32,944.03	37,078.80	41,732.52
210	Parks, Recreation & Library	N/A	Library Coordinator	5	37,015.92	41,661.74	46,890.66
210	Public Works	N/A	Heavy Equipment Operator	5	37,015.92	41,661.74	46,890.66
230	Parks, Recreation & Library	N/A	Program and Facilities Coordinator	6	39,236.87	44,161.44	49,704.09
288	Police Department	N/A	Police Officer	8	44,086.55	49,619.80	55,847.52
385	Administration	N/A	City Clerk	11	52,507.78	59,097.97	66,515.29
365	Police Department	N/A	Police Sergeant	11	52,507.78	59,097.97	66,515.29
475	Parks, Recreation & Library	N/A	Director of Parks, Recreation & Library	13	58,997.75	66,402.48	74,736.58
575	Public Works	N/A	Public Works Director	15	66,289.87	74,609.83	83,974.02
585	Police Department	N/A	Police Chief	15	66,289.87	74,609.83	83,974.02
640	Administration	N/A	City Administrator/Treasurer	17	74,483.30	83,831.61	94,353.21

$y = 86.067x + 24813$
 $R^2 = 0.9885$

City of Crosslake, Minnesota
Compensation Survey



City of Crosslake

From: City of Crosslake <cityclerk@crosslake.net>
Sent: Thursday, August 10, 2017 2:08 PM
To: City of Crosslake
Subject: FW: Accessibility inspections and reviews

----- Forwarded message -----

From: Tim Caughey <tcaughey@ci.brainerd.mn.us>
Date: Wed, Aug 9, 2017 at 3:11 PM
Subject: Accessibility inspections and reviews
To: djvconsultingllc@gmail.com <djvconsultingllc@gmail.com>

Dan,

I am going to keep this simple.

I appreciate the inquiry for inspections and plan reviews for accessibility issues for the City of Cross Lake, this type of enforcement is not as clear as Building permits where a percentage of the permit fee is the norm, so I am proposing an hourly rate of \$75 an hour and .50 cents a mile all-inclusive for plan review and inspections. I am very interested in enforcing the Building Code as a whole when and if the City adopts enforcement of it. It is difficult to make it feasible with accessibility issues only. Please pass this on to the interested parties in Cross Lake.

Thank You,

Tim Caughey

Inspections Plus

218-831-2652

PRELIMINARY PLAT

COMMON INTEREST COMMUNITY NO. 1144 A PLANNED COMMUNITY GOLF VIEW TOWNHOMES AT TOWN SQUARE

A PRELIMINARY PLAT
OUTLOT B, COMMON INTEREST COMMUNITY NO. 1034
A PLANNED COMMUNITY CROSSWOODS,
SECTION 21, TOWNSHIP 137 NORTH, RANGE 27 WEST,
CROW WING COUNTY, MINNESOTA
TOTAL AREA = 137,953 SQ. FT. / 3.17 ACRES

OWNER & DEVELOPER
Commonwealth Properties, LLC
132 East Main Street, Suite 210
Crosby, MN 55103
ATTN: James Anderson

SURVEYOR
Stewart Land Surveying, Inc.
P.O. Box 874
Crosby, MN 55103
ATTN: Cynthia M. Miller

NOTES:

1. Plat of subject project: 14040000000000.
2. The plat is subject to the provisions of the Minnesota Subdivision Act, Chapter 462, Minnesota Statutes.
3. Existing Plat as shown on plan dated 12-22-00 signed by Willis A. Hoy of Landmark & Associates, Inc.
4. This plat is subject to the provisions of the Minnesota Subdivision Act, Chapter 462, Minnesota Statutes.

LEGAL DESCRIPTION

Outlot B, COMMON INTEREST COMMUNITY NO. 1034 A PLANNED COMMUNITY CROSSWOODS, according to the recorded plat thereof, Crow Wing County, Minnesota.

Subject to easements, restrictions and encumbrances of record.

CONTOUR INFORMATION

Contours shown on above "S" line, based on NOV 29 2010. Contours shown have been obtained using standard surveying techniques and methods. Field notes on 1-12-2017.

ZONING

Current zoning is: Commercial

UTILITIES

All buildings will be served by City Sewer System and private wells.

SOIL DATUM

The USDA Web Soil Survey indicates soil is the proposed planned area to be classified as Cleveland heavy sand, 2 to 8 percent slopes (C2H2) or Sandstone-Cleveland medium sand, 1 to 10 percent slopes (C2H3).

EROSION CONTROL PLAN

1. All ground disturbed by construction is to be stabilized as soon as possible using seed and mulch turf establishment.
2. Materials vegetation along property lines and areas undisturbed by construction.
3. No filling or disturbing wet lands (W) areas.
4. Soil erosion must be placed as close as possible to new building construction.

LOT AREA TABLE

PROPOSED	EXISTING	TOTAL
1. Building (200 x 100 ft.)	10,000	10,000
2. Building (200 x 100 ft.)	10,000	10,000
3. Building (200 x 100 ft.)	10,000	10,000
4. Building (200 x 100 ft.)	10,000	10,000
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99. Building (200 x 100 ft.)	10,000	10,000
100. Building (200 x 100 ft.)	10,000	10,000

DENSITY CALCULATIONS

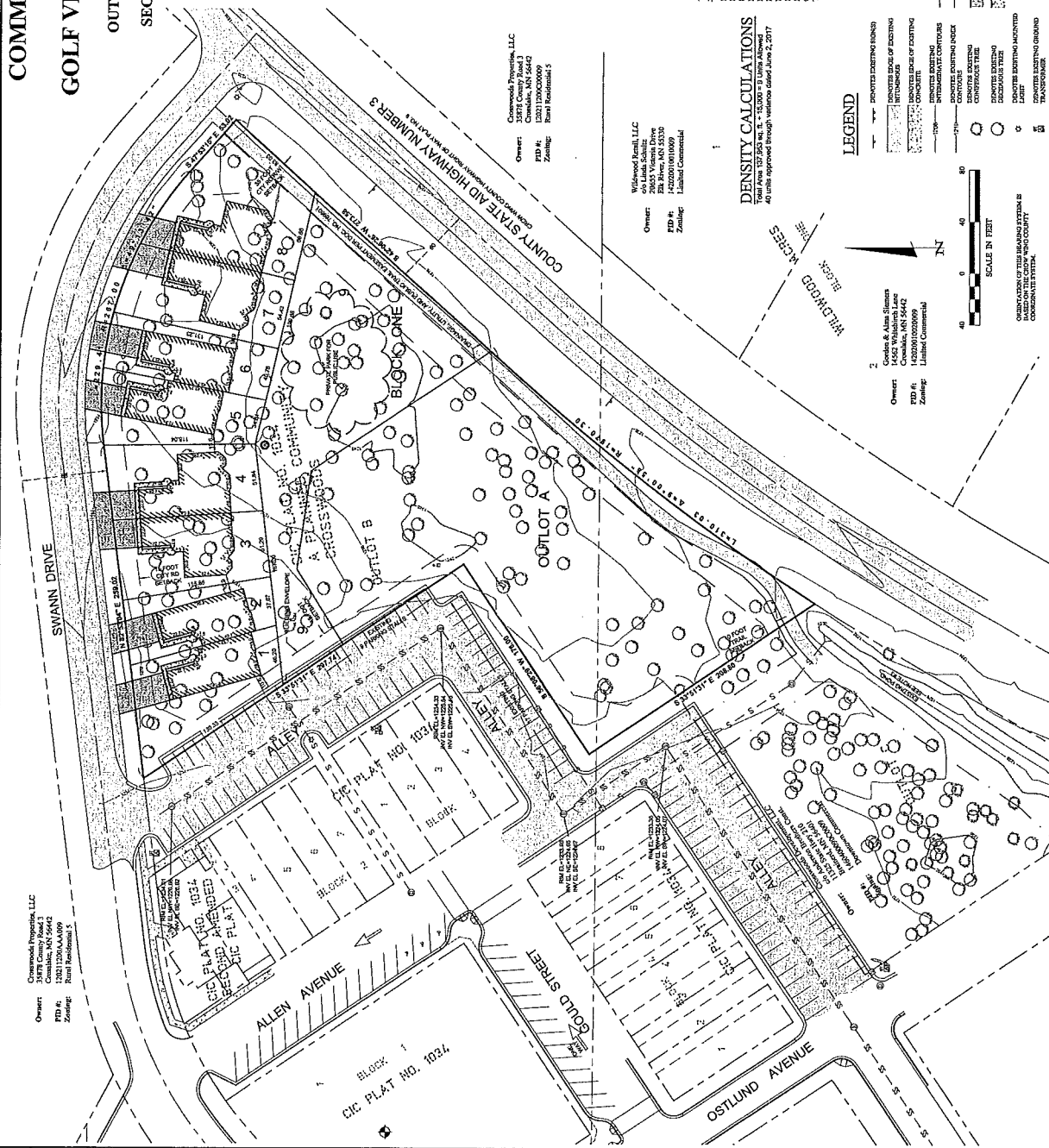
40 units approved through variance dated June 2, 2017

LEGEND

- 1. IDENTIFIED EXISTING PROPOSED
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SCALE IN FEET
0 20 40 60 80

OWNERS: COMMON INTEREST COMMUNITY NO. 1034
PLAT NO. 1034
CROW WING COUNTY, MINNESOTA



DATE	DESCRIPTION	REVISIONS
06-21-2017	1.00	INITIAL DESIGN
06-21-2017	1.01	REVISIONS
06-21-2017	1.02	REVISIONS
06-21-2017	1.03	REVISIONS
06-21-2017	1.04	REVISIONS
06-21-2017	1.05	REVISIONS
06-21-2017	1.06	REVISIONS
06-21-2017	1.07	REVISIONS
06-21-2017	1.08	REVISIONS
06-21-2017	1.09	REVISIONS
06-21-2017	1.10	REVISIONS
06-21-2017	1.11	REVISIONS
06-21-2017	1.12	REVISIONS
06-21-2017	1.13	REVISIONS
06-21-2017	1.14	REVISIONS
06-21-2017	1.15	REVISIONS
06-21-2017	1.16	REVISIONS
06-21-2017	1.17	REVISIONS
06-21-2017	1.18	REVISIONS
06-21-2017	1.19	REVISIONS
06-21-2017	1.20	REVISIONS
06-21-2017	1.21	REVISIONS
06-21-2017	1.22	REVISIONS
06-21-2017	1.23	REVISIONS
06-21-2017	1.24	REVISIONS
06-21-2017	1.25	REVISIONS
06-21-2017	1.26	REVISIONS
06-21-2017	1.27	REVISIONS
06-21-2017	1.28	REVISIONS
06-21-2017	1.29	REVISIONS
06-21-2017	1.30	REVISIONS
06-21-2017	1.31	REVISIONS
06-21-2017	1.32	REVISIONS
06-21-2017	1.33	REVISIONS
06-21-2017	1.34	REVISIONS
06-21-2017	1.35	REVISIONS
06-21-2017	1.36	REVISIONS
06-21-2017	1.37	REVISIONS
06-21-2017	1.38	REVISIONS
06-21-2017	1.39	REVISIONS
06-21-2017	1.40	REVISIONS
06-21-2017	1.41	REVISIONS
06-21-2017	1.42	REVISIONS
06-21-2017	1.43	REVISIONS
06-21-2017	1.44	REVISIONS
06-21-2017	1.45	REVISIONS
06-21-2017	1.46	REVISIONS
06-21-2017	1.47	REVISIONS
06-21-2017	1.48	REVISIONS
06-21-2017	1.49	REVISIONS
06-21-2017	1.50	REVISIONS
06-21-2017	1.51	REVISIONS
06-21-2017	1.52	REVISIONS
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06-21-2017	1.54	REVISIONS
06-21-2017	1.55	REVISIONS
06-21-2017	1.56	REVISIONS
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06-21-2017	1.60	REVISIONS
06-21-2017	1.61	REVISIONS
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06-21-2017	1.67	REVISIONS
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06-21-2017	1.70	REVISIONS
06-21-2017	1.71	REVISIONS
06-21-2017	1.72	REVISIONS
06-21-2017	1.73	REVISIONS
06-21-2017	1.74	REVISIONS
06-21-2017	1.75	REVISIONS
06-21-2017	1.76	REVISIONS
06-21-2017	1.77	REVISIONS
06-21-2017	1.78	REVISIONS
06-21-2017	1.79	REVISIONS
06-21-2017	1.80	REVISIONS
06-21-2017	1.81	REVISIONS
06-21-2017	1.82	REVISIONS
06-21-2017	1.83	REVISIONS
06-21-2017	1.84	REVISIONS
06-21-2017	1.85	REVISIONS
06-21-2017	1.86	REVISIONS
06-21-2017	1.87	REVISIONS
06-21-2017	1.88	REVISIONS
06-21-2017	1.89	REVISIONS
06-21-2017	1.90	REVISIONS
06-21-2017	1.91	REVISIONS
06-21-2017	1.92	REVISIONS
06-21-2017	1.93	REVISIONS
06-21-2017	1.94	REVISIONS
06-21-2017	1.95	REVISIONS
06-21-2017	1.96	REVISIONS
06-21-2017	1.97	REVISIONS
06-21-2017	1.98	REVISIONS
06-21-2017	1.99	REVISIONS
06-21-2017	2.00	REVISIONS

VICINITY MAP



City of Crosslake

Planning Commission/Board of Adjustment

Summary of Record

Crosswoods Development LLC – Out Lot B, CIC #1034 Crosswoods, 1460400090B0009, at Cty Rd 3 & Swann Dr, Crosslake, MN 56442

Request:

- Approve the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square consisting of 3.17 acres into 10 tracts

Chronology of events:

- June 12, 2017 – Development Review Team Meeting
- June 21, 2017 – Application submitted
- July 5, 2017 – Notices sent out
- July 11, 2017– Published in local newspaper
- July 27, 2017– Planning Commission/Board of Adjust on-site
- July 28, 2017 – Planning Commission/Board of Adjust meeting – Decision made to recommend approval for the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square
- August 14, 2017 - Crosslake City Council Meeting -Decision to approve/denial the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square of parcel 1460400090B0009 involving 3.17 acres

Packet Information:

- City Council Minutes
- Planning Commission/Board of Adjustment Minutes & Findings
- Meeting Decision
- Publication
- Public Hearing Notice
- Staff Report
- Development Review Team Minutes
- Submitted Preliminary Plat
- Grading and Drainage Plan
- Comments
- Wetland Delineation
- Subdivisions Application
- Commitment for Title Insurance/Commitment
- Declaration/Bylaws/Rules
- Authorized Agent Form

Correspondence:

- January 30, 2017 – Comments from Crow Wing County Highway Department
- February 1, 2017 –Comments from City Engineer
- February 2, 2017 – Comments from Park & Rec
- June 19 & 21, 2017 – Comments from City Attorney
- July 17, 2017 –Comments from City Engineer

July 28, 2017

FINDINGS OF FACT

SUPPORTING/DENYING A PRELIMINARY PLAT

Findings should be made in either recommending for or against a preliminary plat, and should reference Chapter 44 of the City Subdivision Ordinance. The following questions are to be considered, but are not limited to:

1. Does the proposed plat conform to the City's Comprehensive Plan?
Yes ☒ No
 - **Continue to guide residential growth in an orderly and compact manner so that new developments can be effectively served by public improvements and that the character and quality of the City's existing neighborhoods can be maintained and enhanced. Encourage well-designed residential subdivisions at urban densities in the planned growth areas of the City. Locate higher density residential developments in areas adjacent to moderate density developments and outside of the shoreland district.**
2. Is the proposal consistent with the existing City Subdivision Ordinance? Specify the applicable sections of the ordinance.
Yes ☒ No
 - **Land subdivision must be accomplished in a manner that contributes to an attractive, orderly stable and wholesome community environment with adequate public services and safe streets. All land subdivisions, including plats, shall fully comply with the regulations in this chapter and as may be addressed in other chapters of this Code. (Sec. 44.1)**
 - **Staff reviewed the application and excepted it as consistent**
3. Are there any other standards, rules or requirements that this plat must meet?
Yes ☒ No Specify other required standards.
 - **Stormwater management plan**
 - **Storm water pollution protection plan (SWPP)**
4. Is the proposed plat compatible with the present land uses in the area of the proposal?
Yes ☒ No Zoning District Downtown Commercial
 - **Variance for the density was approved at the May 26, 2017 PC/BOA**
5. Does the plat conform to all applicable performance standards in Article 2 of the Subdivision Ordinance? Yes ☒ No
 - **Variance for the density was approved at the May 26, 2017 PC/BOA**
6. How are the potential environmental impacts being resolved? (Does the plat meet City Standards?)

Stormwater:

- **Will be handled in the CUP application process**

Erosion /Sediment Control:

- **Will be handled in the CUP application process**

Wetlands:

- **Delineated as none on the parcel**

Floodplain:

- **N/A as the property is non-riparian**

Shoreland:

- **N/A as the property is non-riparian**

Septic Systems:

- **City sewer has been addressed**

7. Have the potential public health, safety or traffic generation impacts been addressed?

Yes **X** No

- **There is no highway impact with the access off of the city street of Swann Drive**
- **No impact to the fire department per Email from the City of Crosslake Fire Department**

8. Other issues pertinent to this matter.

- **CUP for multi-family dwellings**

Decision: Motion by LaFon; supported by Schiltz to recommend to the Crosslake City Council the approval of the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square of parcel 1460400090B0009 consisting of 10 tracts involving 3.17 acres located in Out Lot B, CIC #1034 Crosswoods, at Cty Rd 3 & Swann Dr, Crosslake, MN 56442

Per the findings of fact as discussed, the on-sites conducted on 7-27-17 and shown on the preliminary plat received at the Planning & Zoning office dated 6-21-17

Conditions: None

Findings: As listed above

All members voting "Aye", Motion carried

Date: 8-25-17

Signature: _____

Chairman

**Crosswoods Development LLC
1460400090B0009**

Kolstad read the preliminary plat request, comments received, park dedication fee has been waived with requirements, history of the parcel, stormwater management plan/state and the city sewer items into the record. Hidde of Stonemark Surveying and Heggerston of Crosswoods Development stated the Condition Use Permit (CUP) is scheduled for the next month PC/BOA public hearing and listed some of the items that the application includes. Kolstad stated that there is an updated configuration of the multi-family units for the CUP. Kuker opened the public hearing with no one in attendance to respond, therefore the public hearing was closed. Kuker asked if any of the commissioners had additional questions. Kolstad proceeded to initiate the findings of fact procedure with the board members deliberating and responding to each question.

July 28, 2017 Action:

Motion by LaFon; supported by Schiltz to recommend to the Crosslake City Council the approval of the preliminary plat of Common Interest Community No. 1144 A Planned Community Golf View Townhomes At Town Square of parcel 1460400090B0009 consisting of 10 tracts involving 3.17 acres located in Out Lot B, CIC #1034 Crosswoods, at Cty Rd 3 & Swann Dr, Crosslake, MN 56442

Per the findings of fact as discussed, the on-sites conducted on 7-27-17 and shown on the preliminary plat received at the Planning & Zoning office dated 6-21-17

Conditions: None

Findings: See attached

All members voting "Aye", Motion carried.

July 28, 2017 Action:

Motion by Nevin; supported by Knippel to recommend the Crosslake City Council approve the revisions to the Code of Ordinances for the City of Crosslake, Chapter 26 Land Use.

All members voting "Aye", Motion carried.

**Know what's below.
Call before you dig.**



LEGEND

[illegible]

PROPOSED

PROPERTY LINE/FRONT OF WAY LINE
GRAZING BREAK
CONTOUR ELEVATIONS
STORM DRAIN
SPOT ELEVATIONS
TC = TOP OF CURB
EG = FIN

GENERAL GRADING NOTES

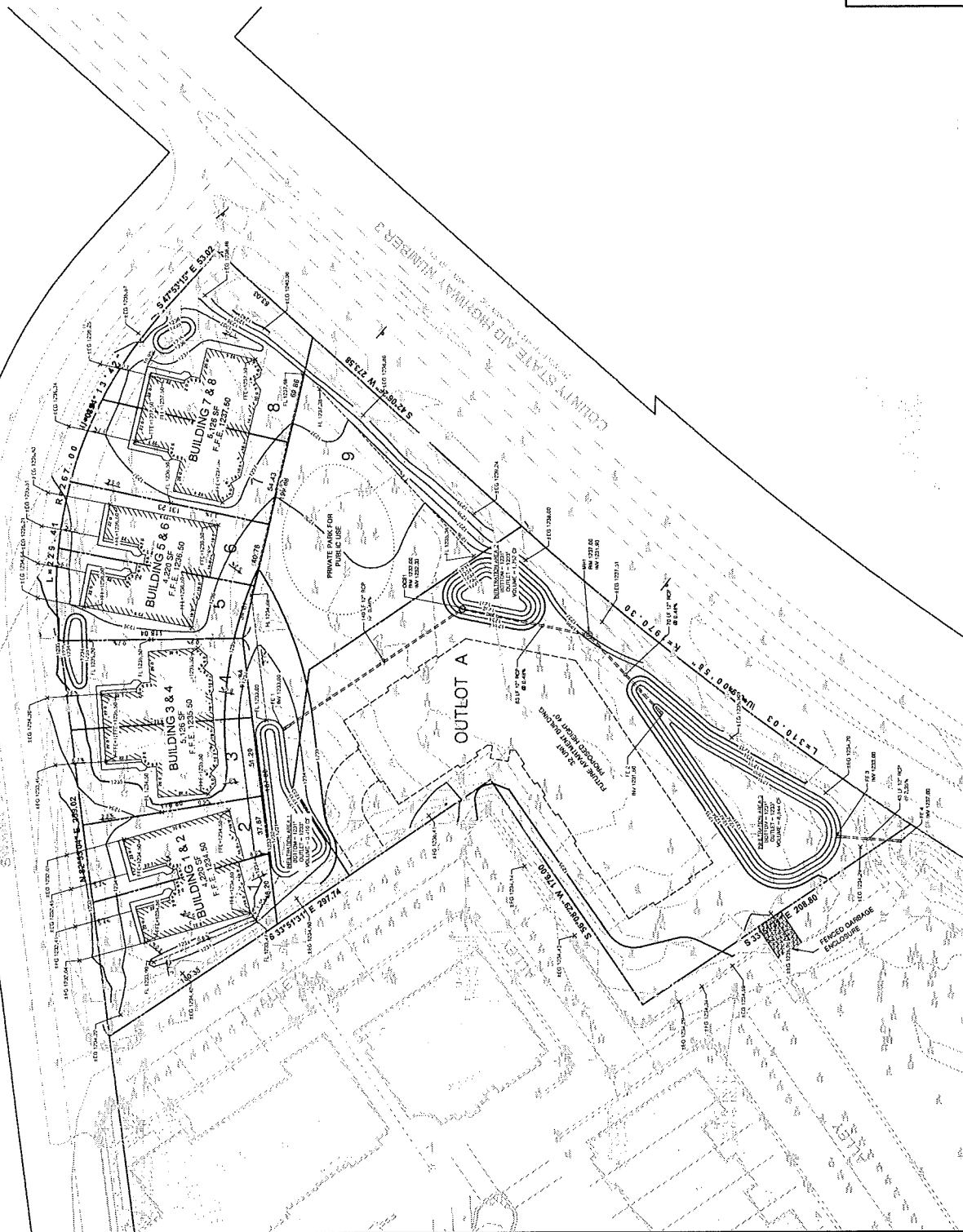
[illegible]

STORMWATER CALCULATIONS

[illegible]

PROPOSED STORAGE VOLUME

FORCED INFILTRATION AREA 1	- 3,410 CF
FORCED INFILTRATION AREA 2	- 1,767 CF
FORCED INFILTRATION AREA 3	- 8,944 CF
TOTAL STORAGE VOLUME PROVIDED	- 13,755 CF



PRELIMINARY
NOT FOR
CONSTRUCTION

G

Engineering Associates, Inc.

SWOODS DEVELOPMENT LLC

CRATING AND DRAINAGE PLAN	REV DATE	SHEET NO.
	05/17	04

38

Meister Environmental, LLC

MN Certified Wetland Delineator #1031



218.851.5005
benmeister45@gmail.com

April 20, 2017

Jacob Frie
Natural Resource Manager
Crow Wing County
322 Laurel Street, Suite 15
Brainerd, MN 56401

**RE: Parcel ID # 1460400090B0009, Section 21, Township 137 North, Range 27
West, Crow Wing County, Minnesota.**

Dear Mr. Frie:

I visited the above referenced site on April 20, 2017 and verified that there are no wetlands present on the site. This letter is being submitted electronically with hard copies available upon request.

Sincerely,



Ben Meister
MN Certified Wetland Delineator #1031

ATTORNEY COMMENTS

BREEN & PERSON

Attorneys At Law

June 21, 2017

City of Crosslake
Planning and Zoning Department
37028 Count Road 66
Crosslake, MN 56442

RE: SUBDIVISION APPLICATION, PRELIMINARY PLAT – GOLF VIEW
TOWNHOMES AT TOWN SQUARE

To Whom It May Concern:

Enclosed, please find the following Golf View Townhomes at Town Square documents:

1. Declaration – Draft;
2. Bylaws – Draft; and,
3. Rules and Regulations - Draft.

The Title Insurance Commitment pertaining to the underlying property, Outlot B, Common Interest Community No. 1034, Crosswoods, was submitted to the Crosslake City Attorney on June 19, 2017.

Sincerely,



Gerald J. Brine

gerry@breenandperson.com

Enclosures


cc: Jim Anderson - via email
Leah Heggerstom – via email
Cindy Hidde – via email

new apartment

Brad Person <brad@breenandperson.com>

Mon 6/19/2017 3:28 PM

To: Jon Kolstad <Jon.Kolstad@crowwing.us>;

 1 attachments (108 KB)

17-1377 commitment signed 05-15-17.pdf;

Reviewed their title commitment. No issues as long as easements in 12 and 16 don't conflict with new development. Stonemark should depict both on prelim plat to confirm that.. call if you need



J. Brad Person, Attorney

Breen & Person, Ltd.

Direct Dial: (218)454-2155

Brainerd Office: 124 North 6th Street, Box 472; Brainerd, MN 56401 218-828-1248

Crosslake Office: 35253 County Rd 3; Crosslake, MN 56442 218-692-4344

Walker Office: 109 South 6th Street South; Box 392; Walker, MN 56484 218-547-3800

See our website at breenandperson.com

We also provide full title and closing services-see quality-title.com and actiontitleinc.com

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2/2/2017

PARK AND REC COMMENTS

Re: PC/BOA February 24, 2017 Meeting

Jon Henke <jon.henke@crosslake.net>

Thu 2/2/2017 10:57 AM

To: Dave Reese <Dave.Reese@wsn.us.com>; Cheryl Stuckmayer <Cheryl.Stuckmayer@crowwing.us>; Mark Melby <Mark.Melby@crowwing.us>; Brad Person <brad@breenandperson.com>;

Cc: publicwk@crosslake.net <publicwk@crosslake.net>; Mark Hallan <Mark.Hallan@wsn.us.com>;

Good Morning Cheryl,

Not sure if Park Dedication Fees will come into play on this development. I know there has been some talk about donating some land to the City for a small micro park as part of the plan. We did not accept the land when town square was built because of the need to trailer maintenance equipment to the site. I would guess that we would not want to have to maintain the small green space area for this development but that would be up to the Commission and the Council to decide on. At this point I'm not sure if this is even part of the proposal.

Jon

PC/BOA July 28, 2017 Meeting

Michael Rardin <michaelra@bolton-menk.com>

Mon 7/17/2017 1:27 PM

To: Cheryl Stuckmayer <Cheryl.Stuckmayer@crowwing.us>; Ted Strand <publicwk@crosslake.net>; Jon Henke <jon.henke@crosslake.net>; Mark Melby <Mark.Melby@crowwing.us>;

Cc: Chris Pence <Chris.Pence@crowwing.us>; Jon Kolstad <Jon.Kolstad@crowwing.us>;

BMI has reviewed these and offers the following comments:

1. Storm water calcs appear correct; the infiltration basins are sized to include the future impervious associated with the adjacent apartment building
2. Will a sidewalk along Swann Dr be needed? If so, it can probably be placed in the existing right of way, additional area may not be necessary. If so, it should be identified and included in the plat process
3. Where will the sewer service line(s) be installed? Will an easement be needed? If so, it should be identified and included in the plat process
4. The preliminary plat shows a possible well location; there are setbacks from wells to sewer lines and retention ponds that should be verified
5. The grading and drainage plan are noted preliminary, will a final signed copy be submitted?
6. No erosion control best practices are noted on the grading and drainage plan - silt fence, inlet protection, stabilized construction entrances, etc.
7. The project will disturb over 1 acre so an NPDES Permit through the MPCA will be required and a stormwater pollution prevention plan (swppp) prepared. What was submitted meets the city drainage requirements, but the MPCA permit is required and more detail is required in a SWPPP.

Mike

Michael P Rardin P.E.
Senior Project Manager
Bolton & Menk, Inc.
Phone: 218-825-0684 ext. 3014
Mobile: 218-232-6536
Bolton-Menk.com

From: Cheryl Stuckmayer [mailto:Cheryl.Stuckmayer@crowwing.us]
Sent: Thursday, June 29, 2017 3:58 PM
To: Ted Strand <publicwk@crosslake.net>; Jon Henke <jon.henke@crosslake.net>; Mark Melby <Mark.Melby@crowwing.us>; Michael Rardin <michaelra@bolton-menk.com>
Cc: Chris Pence <Chris.Pence@crowwing.us>; Jon Kolstad <Jon.Kolstad@crowwing.us>
Subject: PC/BOA July 28, 2017 Meeting

Good afternoon,

Please review and submit any comments in writing concerning the attached packet(s) being heard in the City of Crosslake Planning Commission/Board of Adjustment meeting.

Thank you for your time and/or comments

ENGINEER COMMENTS

2/2/2017

Re: PC/BOA February 24, 2017 Meeting

From: Dave Reese

Sent: Wednesday, February 01, 2017 6:37 PM

To: Cheryl Stuckmayer ; Mark Melby ; Brad Person ; Jon Henke

Cc: publicwk@crosslake.net ; Mark Hallan

Subject: RE: PC/BOA February 24, 2017 Meeting

Cheryl, our comments are outlined below:

1. The proposal will disturb in excess of 1 acre. The applicant should be advised the MPCA requires a Stormwater Pollution Prevention Plan (SWPPP) and Construction Stormwater General Permit for projects disturbing more than one acre of soil. The City may require copies of these plans/permits to be submitted for the City's files.
2. *Item C. Variance Application, 4) Request a time extension – allowing the project to be finished and time ends when all proposed buildings are built.* This is an open-ended agreement. The City may want to put a 5-10 year time limit on it.
3. *Item D. Conditional-Use-Permit, 3) The apartment buildings will be privately owned and the apartment will have a 1-year lease. Parking for the apartment buildings will be at main level within the buildings and overflow parking in the already constructed parking area along the Alleys....* This should be reviewed by the Fire Chief for code requirements and fire suppression. How many parking spaces are being proposed within the buildings?
4. *Item E. Preliminary Plat, 2) Request an extension of 5 years to complete and recording of the final plat. Final Plat will be submitted and recorded prior to the second apartment [insert] building permit being requested. This will allow for adjustment of the plan as the project develops.* A revised plan should be submitted to the City for approval if development plan changes are proposed.
5. The City should require all buildings to connect to municipal sanitary sewer. Extensions of the municipal sanitary sewer collection system, and an MPCA sanitary sewer extension permit, will be required. The extensions will need to be designed by a Minnesota professional engineer, plans reviewed/approved by the City, construction inspected by the City, standard flushing, televising, and pressure testing observed by the City, and the mains maintained by the City up to, and including, the terminating manhole(s). A permanent utility easement will be required over each sanitary main/manhole and conveyed to the City. The services will be the responsibility of the property owner(s) to maintain from the mains to the buildings as is provided in the Sewer Ordinance. An Equivalent Residential Connection (ERC) determination will need to be completed by the City to prepare the connection charges for each commercial/apartment building.
6. Submittals should include plans for the water supply and distribution system, and any fire protection systems provided/required. It is recommended that a water meter be installed on the water supply line for each commercial unit and/or apartment building, which the City will use for determining monthly user charges for sanitary sewer as provided in the Ordinance.
7. Entrances to City streets with existing curb and gutter will require removal and replacement of curb/gutter with reinforced concrete valley gutters and depressed curb sections to maintain flow lines/grades with inspection by the City.
8. Entrances to City streets with rural section ditches will require culvert/apron installations with inspection by the City.
9. The access drive into Lot 2 (Apartment) entrance will require elimination of existing parking spaces and re-stripping of the parking area. A plan should be submitted to the City.
10. Sidewalks and pedestrian ramps are subject to the Americans with Disabilities Act (ADA) design requirements, and should be located at designated pedestrian crossing points or access aisles, not into parking spaces. A plan should be submitted to the City.
11. Construction requirements should include protection of existing public trail improvements for continued use by the public during private development construction activities.

If you have any questions regarding these comments, please give us a call.

Regards,

David Reese

Widseth Smith Nolting

218-316-3629

Golf View Townhomes at Town Square
Rules and Regulations

GENERAL RULES

1. Residents/owners are personally responsible and liable for any damage to the buildings, or equipment caused negligence by any resident/owner or their guests.
2. Residents/owners are to leave all common areas including the park in an orderly condition.
3. Residents/owners may use gas barbecue grills, provided the grills are used on the driveway surface, placed five (5) feet or more from the buildings or any fences, and stored in the owner's garage when not in use. Charcoal or wood pellet grills are prohibited.
4. Personal property shall not be left unattended on any common area.

GARAGES

1. Residents/owners are prohibited from using or storing any of the following items in the garages or Garage Units:

Flammable materials and liquids, combustible materials, materials identified with hazardous labels.
2. Garage doors shall be kept closed when garages are not in use.

OUTSIDE PARKING

1. Parking outside the buildings is permitted only in designated areas and is limited to guests. Owners shall use their unit's garage for parking; overnight parking in the driveway of Owner's vehicles is prohibited.
2. Any abandoned vehicle will be towed at its owner's expense, without prior notice to the owner.
3. A maximum of one visitor's vehicle shall be parked overnight in the driveway of a Unit.
4. No RV's, boats, trailers, snowmobiles or other recreation-type equipment or vehicles shall be parked outside of a garage longer than 24 hours.

PETS

1. Residents/owners shall be permitted to have no more than one (1) dog and one (1) cat, or two (2) cats per unit provided that no dog shall weigh more than forty (40) pounds. Any deviation must be approved by the Board.

2. Those residents/owners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents/owners.
3. Pets shall be leashed at all times when they are outside their owner's unit.
4. Pet owners shall be responsible for cleaning up after their pets whenever the pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the association for the cost of such clean up.

EXTERIOR FRONT AND LAWN AREA

1. Owners may place potted plants on or around their Unit.
2. Patio furniture shall be in good condition and shall be high quality unless otherwise approved by the Board of Directors.
3. No lawn ornamentation is allowed.

BYLAWS
OF
GOLF VIEW OWNERS ASSOCIATION
A MINNESOTA NON-PROFIT CORPORATION

ARTICLE I

Section 1. Name. The name of the corporation is Golf View Owners Association ("Association"). The Association is formed pursuant to Chapter 317A and Sections 515B.1-101 et seq., Minnesota Statutes, known respectively as the Minnesota Non-Profit Corporation Act and Minnesota Common Interest Ownership Act (the latter being referred to herein as the "Act"), and laws amendatory thereof and supplemental thereto. The terms used in these Bylaws shall have the same meaning as they have in the Act, except as otherwise specified herein.

Section 2. Date of Incorporation. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of Minnesota on June 15, 2017.

Section 3. Membership and Voting. The membership of the Association shall consist of the Unit Owners of the Units within Common Interest Community No. 1144, Golf View Townhomes At Town Square, a Planned Community, Crow Wing County, Minnesota (hereinafter referred to as the "Golf View"). Membership in the Association shall be appurtenant to, and shall not be separated from, Unit ownership in Golf View. A person shall cease to be a member of the Association at such time as that person ceases to be a Unit Owner of a Unit. Each Unit shall have one vote. Where there is more than one Unit Owner of a Unit, all such Unit Owners shall be members of the Association and the vote allocated to that Unit in accordance with the Declaration and these Bylaws shall be cast as the Unit Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Unit, except for those owned by the Declarant, nor shall the vote allocated to a Unit be split or otherwise cast separately by the Unit Owners. Where there is more than one Unit Owner of a Unit, the Unit Owners thereof shall notify the Secretary of the Association in writing of the name of the Unit Owner who has been designated to cast the vote attributable to that Unit, on behalf of all the Unit Owners of that Unit. If the Owners of a Unit cannot agree on the Unit Owner who is to be designated to cast the vote attributable to the Unit owned by such Owners, or on the manner in which such vote is to be cast, the Unit Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Unit Owners. Membership in the Association shall automatically pass when the ownership of a Unit is transferred in any manner.

Section 4. Registration of Owner. It shall be the duty of each Unit Owner to register with the Secretary of the Association in writing (i) the name and address of such Unit Owner; (ii) the nature and satisfactory evidence of such Unit Owner's interest or estate in a Unit; and (iii) the addresses at which such Unit Owner desires to receive notice of any duly called meeting of the Members. If a Unit Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Unit Owner of any obligation, covenant or restriction under the Declaration or these Bylaws. If there is more than one Unit Owner of a Unit, each must execute the registration as provided in this paragraph.

ARTICLE II MEMBERS

Section 1. Place of Meeting. Meetings of members and directors of the Association may be held at such places within the State of Minnesota, County of Crow Wing, as may be designed by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members shall be held within one year after the recording of the Declaration on a date established by the first Board of Directors. Each subsequent regular annual meeting of the members shall be held at least once each year on the same day of the same month of each year thereafter (unless the Board of Directors designates a different date for annual meetings), at such hour as may be designated by the Secretary in the notice of said meeting, as hereinafter provided. At each annual meeting, the members shall, subject to the provisions of Section 2 of Article III hereof, elect members to the Board of Directors from among themselves, consider a report on the activities and financial condition of the Association, and shall transact such other business as may be included in the notice of meeting or otherwise properly come before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called for any purpose at any time by the President or by the Board of Directors, on their own initiative or upon the delivery of a written request signed by Unit Owners of Units to which is assigned 10% or more of the votes in the Association to either the President or the Secretary, stating the purpose or purposes of the special meeting. No business shall be transacted in a special meeting of the members except as stated in the notice of the meeting, as hereinafter provided.

Section 4. Notice of Meetings. Not less than 21 days nor more than 30 days in advance of any annual or regularly scheduled meeting, and not less than 7 days nor more than 30 days in advance of any other meeting, the Secretary of the Association shall send to each Unit Owner a written notice of the date, time, place, purpose and complete agenda of the meeting which is the subject of such notice and, if proxies are permitted,

the procedures for appointing proxies. Such notice shall be hand delivered, by email, or sent by United States mail to all Unit Owners of record at the address of their respective Units and to such other addresses as any Unit Owner may have designated in writing to the Secretary. Unit Owners of record shall be those Unit Owners who are registered with the Secretary as provided in Article I Section 4 on a date specified by the Board of Directors (the "Record Date"). Such Unit Owners of record shall be entitled to notice of any duly called meeting of the Members; provided that the Board of Directors may not specify a Record Date which is more than 35 days prior to the date of an annual meeting or more than 20 days prior to the date of a special meeting. A Unit Owner may at any time waive notice of any meeting by a signed writing or by attendance at the meeting.

Section 5. Quorum and Adjournment. The presence of members in person or represented by proxy who have the authority to cast thirty percent of the total of the votes of all members of the Association shall be requisite for and shall constitute a quorum at all meetings of the Association for the transaction of business except that of adjourning the meeting to reconvene at a subsequent time and except as otherwise provided by law. If, however, such percentage shall not be present or represented at any such meeting, the members entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any member previously in attendance in person or by proxy. No votes allocated to Units owned by the Association may be cast nor counted toward a quorum.

Section 6. Voting Register. At the beginning of each meeting of the members, the Secretary shall deliver to the chairman for the meeting a written list of the Unit numbers, the respective name or names of the Unit Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Unit Owners) authorized to vote.

Section 7. Order of Business. The order of business at annual meetings of the members, and at such other membership meetings of the members as may be practical, shall be as follows:

- a. Presenting of Voting Register, proxy certification and establishment of a quorum.
- b. Reading or distribution of minutes of the preceding meeting of the Members.
- c. Reports of officers.

- d. Reports of committees.
- e. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a member of the Board of Directors.
- f. Election of members of the Board of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

Section 8. Manner of Voting. Proxies shall be in writing, signed by the member giving the Proxy, and filed with the Secretary of the Association prior to the meeting. All elections and all questions shall be decided by the concurring vote of the members who are entitled to cast a majority of the votes represented by all members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration, these Bylaws or the Act. Cumulative voting shall not be permitted. Every proxy shall be revocable and shall automatically cease upon the expiration of two (2) years from the date of its execution, the conveyance by the member of such member's Unit or by the member's personal attendance at the meeting.

No vote in the Association shall be deemed to inure to any Unit during the time when the Unit Owner thereof is the Association.

Section 9. Action Taken Without A Meeting. Any action which might be taken at a meeting of the Unit Owners may be taken without a meeting if authorized in a writing or writings signed by all of the Unit Owners.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The first Board of Directors shall consist of the persons appointed by the Organizer of the Articles of Incorporation of the Association, who need not be Unit Owners. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of three (3) Directors, all of whom shall be Members; or, in the case of ownership of a Unit by a partnership, shall be partners or employees of such partnership; or, in the case of ownership of a Unit by a corporation, shall be officers or employees of such corporation; or, in the case of ownership of a Unit by a fiduciary, shall be officers or employees of such fiduciary.

Section 2. Term of Office. The directors shall initially be elected, one director for a one-year term, and one director for a two-year term, and one director for a three-year term. At each annual meeting thereafter, one director shall be elected, to a three-year term, as successors to the directors whose term is then ending. The term of a member of the Board of Directors shall expire upon the election of a successor at an annual meeting of the Members. A director shall hold office until such director shall resign and the resignation shall have become effective, or until a qualified successor has been elected and shall have accepted the office, or until the director has been removed in accordance with the provisions of these Bylaws. The Board of Directors elected by the Declarant shall have the power to adopt the Bylaws of the Association, to elect officers, to establish a schedule of assessments and shall have generally the powers and duties of the Board of Directors as set forth herein and in the Declaration.

Section 3. Election. The directors being elected at any annual meeting shall be elected in one voting. Each Class, as defined in the Declaration shall be entitled to cast its votes. Such votes may not be used cumulatively. The candidates receiving the highest number of votes shall have been elected to two-year terms.

Section 4. General Powers. The Board of Directors shall manage the property, affairs and business of the Association. Specifically, and without limiting the generality of the foregoing, the Board of Directors shall have the power to, among other powers permitted by the Act:

- a. adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, these Bylaws, and the Declaration, as follows:
 - (i) regulating the use of the Common Elements;
 - (ii) regulating the use of the Units, and conduct of Unit occupants, which may jeopardize the health, safety or welfare of other occupants, which involves noise or other disturbing activity, or which may damage the Common Elements of other Units;
 - (iii) regulating or prohibiting animals;
 - (iv) regulating changes in the appearance of the Common Elements and conduct which may damage Golf View;
 - (v) regulating the exterior appearance of Golf View, including, for example, balconies and patios, window treatments, and signs and other displays, regardless of whether inside a Unit;

- (vi) implementing the Articles of Incorporation, these Bylaws and the Declaration, and exercising the powers granted by Section 515B.3.-102 of the Act; and
- (vii) otherwise facilitating the operation of Golf View.

Copies of all rules and regulations shall be made available to all Unit Owners.

- b. Adopt and amend budgets for revenues, expenditures and reserves, and levy and collect assessments for Common Expenses from Unit Owners;
- c. hire and discharge managing agents and other employees, agents, and independent contractors;
- d. institute, defend, or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Unit Owners on matters affecting the Common Elements or other matters affecting Golf View or, (ii) with the consent of the Unit Owners of the affected Units on matters affecting only those Units;
- e. make contracts and incur liabilities;
- f. regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;
- g. cause improvements to be made as a part of the Common Elements;
- h. subject to the Act, acquire, hold, encumber, and convey in its own name any right, title, or interest to real estate or personal property. Without limiting the generality of the foregoing, the Board of Directors shall have the power to purchase and mortgage a Unit, Units or other residential quarters for management and maintenance personnel. All debt service paid by the Association pursuant to such lease agreement or mortgage shall be a general Common Expense;
- i. grant public utility easements through, over or under the Common Elements, and, subject to approval by resolution of Unit Owners at a meeting duly called, grant other public or private easements, leases and licenses through, over or under the Common Elements;
- j. impose and receive any payments, fees, or charges for the use, or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

- k. impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, these Bylaws, and rules and regulations of the Association;
- l. impose reasonable charges for the review, preparation and recordation of amendments to the Declaration, resale certificates required by the Act, statements of unpaid assessments, or furnishing copies of Association records;
- m. provide for the indemnification of its officers and directors, and maintain directors' and officers' liability insurance;
- n. provide for reasonable procedures governing the conduct of meetings and election of directors;
- o. exercise any other powers conferred by law, or by the Declaration, Articles of Incorporation or these Bylaws;
- p. exercise any other powers necessary and proper for the governance and operation of the association.

Notwithstanding anything contained herein to the contrary, no lease or contract shall be entered into on behalf of the Association whose term exceeds three (3) years; and any contract for professional management of the Property, or any other contract providing for services by the Declarant, shall be terminable by the Association or the other party thereto on 90 days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on 30 days' written notice.

Section 5. General Duties. In addition to and without limitation of the powers and duties assigned to the Board of Directors elsewhere herein, by the Declaration or by the Act, it shall be the duty of the Board of Directors to:

- a. Contract for labor and materials needed to maintain, repair and replace the Common Elements, pay for insurance, utilities and other expenses of operating the Common Elements and of performing the other duties of the Association as provided by law, the Declaration or herein, and assess the costs thereof against the members of the Association in the manner provided for by the Act, herein and in the Declaration. The Board shall include in the monthly assessments such amount as is necessary to accumulate an adequate reserve for the maintenance, repair and replacement of those Common Elements that must be replaced, repaired or maintained on a periodic basis,

and may accumulate an additional reserve from time to time in anticipation of extraordinary Common Expenses.

- b. Cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance repair and replacement expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners during normal business hours.
- c. Prepare or cause to be prepared an annual report, a copy of which shall be provided to each Unit Owner with the notice of each annual meeting and shall be available to each Unit Owner at the annual meeting, showing the financial affairs of the Association, and containing at a minimum the following:
 - (i) A statement of any capital expenditures in excess of 2% of the current budget or \$5,000.00, whichever is greater, approved or anticipated by the Association for or during the current year or succeeding two (2) fiscal years;
 - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated by the Board for any specified project;
 - (iii) A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet as of the end of said fiscal year;
 - (iv) A statement of the status of any pending litigation or judgments to which the Association is a party;
 - (v) A statement of the insurance coverage provided by the Association; and
 - (vi) A statement of any unpaid assessments levied by the Association on individual Units, current as of not more than 60 days prior to the date of the meeting, identifying the Unit number, the amount of the unpaid assessment and its due date.
- d. In accordance with Section 515B.3-116(g) of the Act, furnish to a Unit Owner or the owner's authorized agent upon written request of the Unit Owner or the authorized agent a statement, in recordable

form, setting forth the amount of unpaid assessments currently levied against the Owner's Unit. The statement shall be furnished within 10 business days after receipt of the request and is binding on the Association and every Unit Owner.

- e. Furnish or cause to be furnished a certificate in accordance with Section 515B.4-107(b) of the Act. The Board of Directors shall have the power to establish and collect a fee for such certificates, which fee shall be in an amount reasonably related to the costs incurred by the Association in furnishing such certificate.

Any member of the Association shall have the right, upon reasonable notice to the Treasurer, to review the accounts and financial records of the Association. If the Association does not elect to include an audit as a part of the Common Expenses, one or more members may call for an audit of the affairs of the Association by written notice to the President. If the audit shall disclose errors of three percent (3%) or greater in any figures contained in the most recent statements issued by the Board, the Association shall bear the expense of the audit. If no such error of three percent (3%) or greater shall be established by the audit, the member or members requesting the audit shall bear the entire expense thereof, which shall be a lien upon their individual Units until paid.

Section 6. Limitation of Authority. Anything herein or in the Declaration to the contrary notwithstanding unless specifically authorized herein or in the Declaration, the Board of Directors shall have no authority, except as may specifically be granted by the majority (or such higher number as may otherwise be required hereunder, by the Act or by the Declaration) of the members present in person or by proxy at a meeting thereof, to do any of the following:

- a. Purchase any Unit except that the Board of Directors may accept any Unit surrendered to it for unpaid assessments and may purchase a Unit at any sale held pursuant to foreclosure for unpaid assessments provided that the Board of Directors shall not, unless authorized by the members, bid, at any such foreclosure sale, any amount in excess of the total of the delinquent assessment on account of which the foreclosure sale is being held, any interest thereon and other costs related thereto which are, pursuant to the Declaration, the Act and hereunder, collectible from the Unit Owner of such Unit.
- b. Levy or assess as a Common Expense the cost of any capital improvement or acquisition, other than the repair or replacement of an existing portion of the Real Estate unless specifically authorized by not less than 90% of the total voting power of the Association.

Section 7. Resignation. A Director of the Association may resign at any time by giving written notice to the Board of Directors, such resignation to take effect at the time of receipt of such notice or at any later date or time specified therein. Unless otherwise specified therein, acceptance of a resignation shall not be necessary to make it effective.

Section 8. Vacancy. A vacancy in the Board of Directors caused by resignation, death, disqualification, removal or any inability to act shall be filled by the Board of Directors and such action shall be valid notwithstanding the fact that the number of Directors then in office is less than the number specified herein.

Section 9. Removal. Any Director or all Directors, may be removed at any time with or without cause by a majority vote of a quorum of the Owners at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Owners on the date of closing of any sale or transfer of such director's Unit or on the date of transfer of possession thereof in connection with any such sale or transfer, whichever occurs earlier.

Section 10. Regular Meeting. The regular annual meeting of the Board of Directors shall be held without notice at the place, and immediately following the adjournment of the annual meeting of the members of the Association, to transact such business as may properly come before the Board.

Section 11. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be held upon written request of the President or of any Director, stating the purpose or purposes thereof. Notice of such meeting shall be given by mail or facsimile to each Director, addressed to such director's residence or usual place of business at least three (3) days before the day on which such meeting is to be held. Every such notice shall state the time, place and purpose of the meeting. No business other than that stated in the notice shall be transacted at said meeting without the unanimous consent of the Directors.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute, the Declaration or these Bylaws, a majority of the Directors in office at the time of any meeting of the Board of Directors shall constitute a quorum for transaction of business at such meeting and the act of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be had.

Section 13. Waiver of Notice. Notice of a special meeting may be waived by any member of the Board of Directors in writing before, at, or after a meeting. The waiver shall be filed with the person who has been designated to act as secretary of the meeting,

who shall enter it upon the records of the meeting. Appearance at a meeting is deemed a waiver of notice unless the appearance is solely for the purpose of asserting the illegality of the meeting.

Section 14. Action Taken Without A Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if authorized in a writing or writings signed by all of the Directors.

Section 15. Compensation. No Director shall receive compensation for any service rendered in such director's capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the members. However, any Director may be reimbursed, by resolution of the Board of Directors, for actual expenses incurred in the performance of duties as a Director.

Section 16. Meetings to be Open. Meetings of the Board of Directors must be open to the Unit Owners. To the extent practicable, the Board shall give reasonable notice to the Unit Owners of the date, time, and place of special meetings of the Board in the manner hereinafter provided. Notwithstanding the foregoing, if a meeting of the Board of Directors is announced at a previous meeting of the Board, posted in a location accessible to the Unit Owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required. Where notice is required, such notice shall be given by personal delivery or mailed to each Unit Owner of record at the address of their respective Units and to such other addresses as any Unit Owner may have designated in writing to the Secretary; when communicated to any Unit Owner orally or when handed to any Unit Owner; or by any other method permitted by applicable law. Notwithstanding the foregoing, meetings may be closed to discuss the following: (1) personnel matters; (2) pending or potential litigation, arbitration, or other potentially adversarial proceedings between Unit Owners, between the Board or the Association and Unit Owners, or other matters in which any Unit Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or the Association or the privacy of a Unit Owner or occupant of a Unit; or (3) criminal activity arising within Golf View if the Board determines that closing the meeting is necessary to protect the privacy of the victim, or that opening the meeting would jeopardize investigation of the activity.

ARTICLE IV OFFICERS AND THEIR DUTIES

Section 1. Officers. The officers of the Association shall be a President, Vice President or other officers as the Board of Directors may designate. Each officer shall be selected by a majority vote of the Board of Directors. One person may hold the office

and perform the duties of any two of said officers; provided, however, that the same person shall not at the same time hold the offices of President and Vice President. The President shall be selected from among the Board of Directors. The Secretary and Treasurer may be held by one person and if a Director does not fulfill this position the Board may appoint someone. Each officer shall continue in office until:

- a. The next annual meeting of the Board and thereafter until a successor is elected; or
- b. Such officer shall resign and the resignation shall have become effective; or
- c. Such officer shall no longer be a member of the Association; or
- d. Such officer shall be removed as hereinafter provided. Vacant offices shall be filled by the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and such officer's successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3. Duties of Officers. The officers shall have the duties and responsibilities normally pertaining to their respective offices together with such specific duties as may be specified by the Articles of Incorporation, these Bylaws or the Board of Directors. The President shall preside over the meetings of the Board of Directors and of the Association of Unit Owners, shall have all of the general powers and duties which are normally vested in the office of President of a corporation and shall have the power to execute contracts and similar documents on behalf of the Association. The Secretary shall keep the minute book of the Association wherein minutes of all meetings and all resolutions and proceedings of the members and of the Board of Directors shall be recorded, and shall keep a record of the name and mailing address of each Unit Owner, and the Unit or Units in which such Owner has an interest and shall give all notices required by the Articles of Incorporation of the Association, these Bylaws, the Declaration or the Act. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. He shall furnish upon request of any Unit Owner a statement as to the current account of the Unit Owner upon the assessment rolls of the Association. Officers shall serve without compensation except for reimbursement for out-of-pocket expenses incurred in the performance of their duties. If desired by the Board, administrative tasks of the officers may be performed by a managing agent selected by the Board.

ARTICLE V
OPERATION OF THE PROPERTY

Section 1. Budget; Levy. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Unit Owners in accordance with the percentages specified in Exhibit A to the Declaration. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Unit Owners, the amount so allocated to the Unit Owners of each Unit shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Unit, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in the Declaration and these Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplementary thereto, provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Unit Owner. The Board of Directors shall advise all Unit Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Unit Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Unit Owner and to such Owner's First Mortgagee. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expenses, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Unit Owners, shall be a lien on the Units and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

Section 2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors pursuant to Section 1 of this Article V. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to use or enjoyment of the Common Elements. Monthly assessments shall be due as provided in Section 1 of this Article V and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of a Unit and its appurtenant undivided interest in Common Elements may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Unit. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

Section 3. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

Section 4. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owner shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Minnesota relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Unit Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the defaulting Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an Owner, by foreclosure of the lien on a Unit pursuant to the Act, any statute amendatory

thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

Section 5. Records. The Board of Directors shall cause to be kept at the registered office of the Association or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Unit Owners and names of any first mortgagees who have requested the notice of default described in the Declaration and the Unit on which such first mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Unit setting forth the amount of the assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

ARTICLE VI AMENDMENT TO BYLAWS

These Bylaws may be amended only in the same manner and to the same extent as the Declaration.

ARTICLE VII INDEMNIFICATION OF OFFICERS AND DIRECTORS

The Association shall indemnify and hold harmless every Director and officer, their heirs, executors and administrators, against all loss, cost, judgment and expense, including attorneys' fees, which may be imposed upon or reasonably incurred in connection with or arising out of the defense or settlement of any claim, action, suit or proceeding to which such person may be made a party by reason of being or having been a director or officer of the Association whether or not such person is an officer or director at the time of incurring such loss, cost, judgment or expense, except as to matters as to which such person shall be finally adjudged in such action, suit or proceeding to have been guilty of willful or fraudulent conduct detrimental to the best interests of the Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Board of Directors has agreed on behalf of the Association that the person to be indemnified has not been guilty of willful or fraudulent conduct detrimental to the best interests of the Association in the performance of duties as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association

as a Common Expense. Nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or damage or liabilities incurred solely in such Owner's capacity as an Owner.

ARTICLE VIII MISCELLANEOUS

Section 1. Notices. All notices required hereunder to be given to the Association or the Board of Directors shall be sent by U.S. mail to the Board of Directors at the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time by written notice given in the manner hereinafter prescribed. All notices to any Unit Owner Member, or Occupant entitled to any notice, shall be sent by U.S. mail to the Unit address or to such other address as may be designated in writing from time to time to the Association. All notices to First Mortgagees of Units shall be sent by U.S. mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when deposited in the U.S. mail postage prepaid, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. No Corporate Seal. The Association shall have no corporate seal.

Section 6. Election Under Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to the Internal Revenue Code, and any other applicable statute or regulation, in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Unit Owners.

Section 7. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby certify that the foregoing Bylaws were adopted as the Bylaws of Golf View Owners Association, a non-profit corporation under the laws of the State of Minnesota, by action of the Board of Directors at the first meeting thereof, effective this ____ day of _____, 2017.

_____, Secretary

DECLARATION

GOLF VIEW TOWNHOMES AT TOWN SQUARE

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**COMMON INTEREST COMMUNITY NUMBER 1144
(Planned Community)**

GOLF VIEW TOWNHOMES AT TOWN SQUARE

DECLARATION

THIS DECLARATION, made as of this ____ day of _____, 2017 by Crosswoods Development, LLC, a Minnesota limited liability company (the “*Declarant*”), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the “*Act*”), for the purpose of creating Golf View Townhomes At Town Square, a planned community.

RECITALS

A. Declarant is the owner in fee simple of the real property situated in the City of Crosslake, in the County of Crow Wing, in the State of Minnesota, legally described on Exhibit A attached hereto and incorporated herein by reference (the “*Subject Property*”).

B. Declarant is the owner of the real property situated in the City of Crosslake, in the County of Crow Wing, in the State of Minnesota, legally described on Exhibit B attached hereto and incorporated herein by reference (the “*Additional Real Estate Property*”) all or any portion of which Additional Real Estate Property Declarant may add to the Subject Property at a later date; and

C. Declarant has deemed it desirable for the preservation of the value of the Subject Property to submit the same, together with the buildings, structures, improvements and other permanent fixtures thereon to the provisions of the Act, and to incorporate under Chapter 317A of the laws of the State of Minnesota “Golf View Homeowners Association” for the purpose of administering the Subject Property. The Subject Property is not subject to a master association.

D. Declarant is about to sell, dispose of and convey townhome interests or estates in and to the Subject Property, together with the buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and any and all rights and privileges belonging to or in anyway appertaining thereto, and to accomplish this purpose desires to submit the Subject Property to the requirements of the Act.

E. Declarant desires and intends that the owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the Subject Property shall at all times enjoy the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the townhome form of ownership of the Subject Property and are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of the same.

NOW, THEREFORE, Declarant, as the sole owner of the Subject Property and of the Additional Real Estate Property and for the purposes above set forth, hereby submits the Subject Property to the Act as a planned community under the name Golf View Townhomes at Town Square and declares as follows:

ARTICLE I.
DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) ***"Additional Property"*** shall mean that certain real property situated in the City of Crosslake, in the County of Crow Wing, in the State of Minnesota, legally described on Exhibit B of this Declaration.
- (b) ***"Association"*** shall mean and refer to the GOLF VIEW OWNERS ASSOCIATION, a Minnesota nonprofit corporation, its successors and assigns.
- (c) ***"Common Area"*** shall mean and refer to all real property owned by the Association for the common use and enjoyment of the Owners and such other persons to whom the Owners may delegate this right pursuant to this Declaration and to all improvements located thereon and owned or otherwise held by the Association for the common use and enjoyment of said persons.

The Common Area owned or to be owned by the Association is legally described on Exhibit C attached hereto.

- (d) ***"Consumer Price Index"*** means the Consumer Price Index - All Items, Minneapolis/St. Paul Average, All Urban Consumers as published by the United States Department of Labor's Bureau of Labor Statistics or a similar government index of inflation in the event such index is no longer published.
- (e) ***"Declarant Control Period"*** shall mean the period commencing on the date of conveyance of the first Unit to an Owner other than the Declarant and continuing until the earlier of the date five (5) years after said date or the date sixty (60) days after conveyance of seventy-five percent (75%) of the Units to Owners other than Declarant. In determining the Declarant Control Period, the percentage of the Units which have been conveyed shall be computed by including all Units in the Planned Community which the Declarant have reserved the right to build on the Additional Property.
- (f) ***"Declaration"*** shall mean this document and all amendments and supplements hereto.
- (g) ***"Dwelling"*** shall mean and refer to any portion of a building situated upon the Subject Property designated and intended for use and occupancy as one residential unit.
- (h) ***"Governing Documents"*** shall mean and refer to this Declaration, and the Articles of Incorporation and By-Laws of the Association, as amended from time to time, all of which shall govern the use and operation of the Subject Property.
- (i) ***"Member"*** shall mean and refer to all Owners who are members of the Association as provided in Article III, Section 1, hereof.
- (j) ***"Owner"*** shall mean and refer to the record Owner or contract vendee, whether one or more persons or entities, of a fee simple title to any Unit situated upon the Subject Property but

excluding contract vendors, unless the contract provides otherwise, and others having such interest merely as security for the performance of an obligation.

- (k) ***“Planned Community”*** shall mean the real estate, portions of which are designated for separate ownership as Units and the remainder of which is designated as Common Area which is subject to this Declaration. Specifically, as the term is used herein, it means and refers to Golf View Townhomes, Common Interest Community No. 1144, the Planned Community established by this Declaration.
- (l) ***“Plat”*** shall mean the recorded plat depicting the Subject Property pursuant to the requirements of Section 515B.2-110(d) of the Act, and satisfying the requirements of Minnesota Statutes Chapter 505, 508 or 508A, as applicable, including any amended or supplemental Plat recorded from time to time in accordance with the Act.
- (m) ***“Subject Property”*** shall mean and refer to all properties that are subject to this Declaration as defined in Article II, Section 1, and shall also include any portion of the Additional Property as may hereafter be added to the Community pursuant to Article VIII of this Declaration.
- (n) ***“Unit”*** shall mean and refer to a Dwelling together with the parcel of property or percentage interest in the parcel of property upon which the Dwelling is situated, as legally described in the instrument of conveyance in favor of the current Owner. Unit shall not be construed to include Common Area as herein defined.

ARTICLE II.
PROPERTY SUBJECT TO THIS DECLARATION
AND USE THEREOF

Section 1. EXISTING PROPERTY.

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the City of Crosslake, County of Crow Wing and State of Minnesota, and is legally described as shown on Exhibit A, all of which real property shall hereinafter be referred to as the “Subject Property”.

Section 2. UNITS.

There are EIGHT (8) Units. Except for any rights reserved to the Declarant under this Declaration, no person may create additional Units by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act.

Each Unit constitutes a separate parcel of real estate. The Units shall each be improved with one Dwelling and all Units and Dwellings will be restricted to residential use. Unless stated otherwise in this Declaration, an Owner shall be responsible for maintenance of the Unit and the Dwelling thereon.

The identifiers and locations of the Units are shown on the Plat, which is incorporated herein by reference. The identifier for a Unit shall be its lot and block numbers and the subdivision name. The front,

rear and side boundaries of each Unit shall be the boundary lines of the platted lot upon which the Dwelling is located or intended to be located as shown on the Plat.

Section 3. COMMON AREA.

The Common Area shall be owned by the Association and used for open space, private utilities, and related activities. Maintenance, replacement and repair of sanitary sewer, storm sewer and water lines on the Common Area are the responsibility of the Association. The Common Area shall be conveyed to the Association as of the date of conveyance of any Unit to an Owner other than Declarant.

**ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION.
POWERS OF THE ASSOCIATION.**

Section 1. MEMBERSHIP.

Every Owner of a Unit which is subject to assessment by the Association shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment by the Association. The foregoing is intended to exclude persons or entities holding an interest merely as security for the performance of an obligation including contract vendors (unless the contract for deed provides otherwise) until such time such person acquires a fee simple interest in such Unit by foreclosure or by a proceeding in lieu thereof, or as to a contract under, until such time as the contract for deed is cancelled. Ownership of such Unit shall be the sole qualification for membership.

Section 2. VOTING RIGHTS.

The Association shall have two classes of voting memberships;

Class A. All Members described in Section 1 above, with the exception of the Declarant, its successors and assigns, shall be Class A members and shall be entitled to one vote for each Unit owned. When more than one (1) person holds the interest in a Unit, all such persons shall be Members but the vote for such Unit shall be exercised as they among themselves shall determine, subject, however, to limitation that the voting power for any Unit may not be split. The vote for any Unit which is owned by more than one (1) Member may not be cast at any meeting unless such members have filed with the Secretary of the Association prior to such meeting the name of one (1) of their number who then shall be the only person authorized to cast such vote at such meeting. In lieu of such filing prior to every meeting, such Members may file a document executed by all of them, designating one (1) of their number as the person authorized to cast their vote at all future meetings and such authorization shall continue to be valid until such time as such authorization shall have been rescinded in writing by all of such Members.

Class B. The Class B Member shall be the Declarant (as defined in the recitals, above), its successors and assigns, which shall be entitled to three (3) votes for each Unit owned by Declarant. The voting power to which the Declarant is entitled shall at all times be calculated to include all Units owned by Declarant and all Units that the Declarant has reserved the right to build on the Additional Property. Upon the end of the Declarant Control Period, the Class B member shall be deemed to be a Class A member, and if then an Owner, shall be entitled to one vote for each Unit in which Declarant holds the interest required for Class A membership.

Section 3. SUSPENSION OF VOTING RIGHTS.

The right of any Member to vote and the right of any Member, his family or guests to use any recreational facilities that may be acquired by the Association shall be suspended during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended, after notice and hearing, for a period not to exceed sixty (60) days for any infraction of any rules or regulations adopted by the Association.

Section 4. POWERS OF THE ASSOCIATION.

Declarant hereby delegates to, and the Association hereby is permitted to exercise all powers described in the Governing Documents, the Act and the statute under which it was incorporated. Neither this Planned Community nor the Association is subject to any Master Association.

**ARTICLE IV.
PROPERTY RIGHTS AND OBLIGATIONS IN THE COMMON AREA**

Section 1. MEMBERS' EASEMENT AND ENJOYMENT.

Subject to the provisions of Section 2 below, every Member shall have a non-exclusive easement of ingress and egress over the Common Area and a non-exclusive easement and right of enjoyment in and to the Common Area, and such easements shall be appurtenant to and shall pass with the title to every Unit.

Section 2. EXTENT OF MEMBERS' EASEMENTS.

The rights and easements in favor of the Members created hereby and the title of the Association to the Common Area shall be subject to the following and as further provided herein:

- (a) The right of the Association, as provided in the Governing Documents, to borrow money for the purpose of improving, repairing and maintaining the Common Area or any improvements thereon, and in aid thereof to mortgage said properties, which rights of such mortgagee in said properties shall be subordinate to the rights of the Members hereunder;
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure;
- (c) The right of the Association, as provided in the Governing Documents, to suspend the voting and enjoyment rights of any Member for any period during which any assessments remain unpaid, and to suspend the said enjoyment rights for any period not to exceed sixty (60) days and to impose a fine not to exceed Ten Dollars (\$10.00) for each infraction of its published rules and regulations, each day during which infractions exist being deemed a separate and distinct infraction; provided, however, that nothing contained in this Section 2(c) shall be deemed to deny an Owner access to and from his or her Unit or Dwelling located on the Subject Property;
- (d) The right of the Association to charge reasonable admission and other fees to Members for the use of the Common Area;
- (e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be

agreed by the Members. Except for the installation of utilities pursuant to the easements created by Article X hereof, no such dedication or transfer shall be effective unless an instrument signed by all Members has been recorded agreeing to such dedication or transfer, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken. The consent requirements of Article XIII, Section 5, must also be met to effect a valid dedication or transfer;

- (f) Rights, if any, of the City of Crosslake to maintain the Common Area in the event of failure by the Association to do so;
- (g) Utility and drainage easements to install sewer, water, gas, electric and telephone lines, transformers, towers, poles, lighting fixtures, pipes, conduits, cables, wires, drainage channels and other utility facilities, including the right of access thereto for the purpose of constructing, installing, repairing, maintaining, altering and modifying any such facilities;
- (h) Encroachments, if any, created pursuant to Section 5 of this Article.

Section 3. DELEGATION OF USE.

Any Owner may delegate, in accordance with the Bylaws, his or her right of enjoyment to the Common Area and facilities to the members of his or her family or to his or her tenants who reside on the Subject Property, subject to the limitation contained in Article IX, Section 9 regarding rental of Dwellings.

Section 4. TAXES AND MUNICIPAL SPECIAL ASSESSMENTS ON COMMON AREAS.

Taxes and special assessments that would normally be levied against the Common Area shall be divided and levied against the individual Units in the Subject Property in equal proportion, or as the governmental taxing authorities shall determine, which levies shall be a lien against said individual Units.

Section 5. ENCROACHMENTS.

Notwithstanding any other provisions contained herein, in the event any Dwelling or garage or any fireplace, roof, air conditioner, flower box, deck, patio, balcony, eaves, or other appurtenance on any Unit as originally constructed (or as reconstructed or added to in accordance with the provisions of Article VIII herein) encroaches upon or overhangs upon any part of the Common Area, then a perpetual easement appurtenant to such encroaching or overhanging Unit shall exist for the continuance of such encroachment or overhang upon the Common Area.

Section 6. PARKING RIGHTS.

Ownership of each Unit shall entitle the Owner to the right of ingress and egress in and to the Owner's garage and the right to exclusive use of the driveway/parking pad located adjacent to the Owner's Unit.

Section 7. ASSOCIATION'S EASEMENTS.

The Association or its agents or employees shall have the right to go upon any Unit in connection with the maintenance or repair of the Common Area or any improvements thereon or in connection with its maintenance responsibilities set forth in Article XIII.

ARTICLE V.
SPECIAL DECLARANT RIGHTS

Section 1. RESERVATION OF RIGHTS.

The Declarant shall have and hereby reserves for its benefit the exclusive and unconditional right to:

- (a) complete improvements indicated on the Plat;
- (b) create Units and/or Common Area on the Subject Property or relocate boundaries between Units or to otherwise alter Units owned by it;
- (c) maintain a sales office, a management offices, model Units and Dwellings, sales and rental facilities and signs advertising the Subject Property within the Common Area and/or any Units owned by the Declarant from time to time, located anywhere on the Property;
- (d) merge the Planned Community with any other planned community (as defined in the Act);
- (e) control the operation and administration of the Association, including without limitation the power to appoint and remove the members of the Board of Directors of the Association pursuant to Section 515B.3-103 of the Act, until the earlier of the voluntary surrender of control by Declarant or the end of the Declarant Control Period. Notwithstanding the foregoing, the Members other than Declarant shall have the right to nominate and elect not less than 33 1/3% of the directors of the Association at a meeting of the Members which shall be held within 60 days following the conveyance by Declarant of 50% of the total number of Units authorized to be included in the Subject Property and built on the Additional Property; and
- (f) to add all or a portion of the Additional Property to the Planned Community.

Additionally, for so long as Declarant is a Class B Member of the Association, Declarant's written consent shall be required for any amendment to the Governing Documents which directly or indirectly affects or may affect Declarant's rights under the Governing Documents.

Section 2. DECLARANT'S EASEMENT.

The Declarant shall convey fee simple title to the Common Area to the Association as of the date of conveyance of any Unit to an Owner other than Declarant; provided, however, that Declarant shall have and does hereby reserve the right and easement to enter upon and pass through, on and over such Common Area for the purpose of maintaining, developing and improving the Common Area, the Additional Property, or Units and marketing and selling Units, and provided further that Declarant may place a mortgage or other lien upon the Common Area in connection with the development and improvement thereof, but any and all such mortgages and liens shall be released as to the Common Area prior to conveyance thereof to the Association. The Declarant shall improve the Common Area, in locations selected by it and pursuant to its plans and specifications, with paths, landscaping and such other improvements and amenities as the Declarant shall determine. The Association shall at all times have responsibility for management and maintenance of the Common Area and shall govern and control the same to the same extent as if the Common Area were owned by the Association, except for the rights and easements of Declarant provided in this Section 2. The cost of such maintenance shall be assessed against the various Units as set forth in Article VI herein.

ARTICLE VI.
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

The Declarant, for each Unit owned by it within the Subject Property, hereby covenant, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges; and (b) special assessments. Such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his or her successors in title unless expressly assumed by them, but may continue to be a lien on the Unit. No Owner may avoid the lien of, or personal liability for, such assessment by nonuse of the Common Area or abandonment of the Owner's Unit. All assessments shall be fixed, established and collected in the manner provided in this Article. A lien created under this Article is prior to all other liens and encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration, (ii) any first mortgage encumbering the fee simple interest in the unit, (iii) liens for real estate taxes and other governmental assessments or charges against the unit.

Section 2. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Subject Property and for the improvements and maintenance of the Common Area and other areas that the Association is obligated to maintain as provided herein. The annual assessments shall be payable in regular installments and shall be used for (but not limited to) hazard insurance for Common Area and Dwellings; maintenance to be performed by the Association pursuant to Article XIV; an adequate reserve fund for maintenance, repairs and replacement of the Common Area and improvements thereon and other areas that must be replaced on a periodic basis; and maintenance, repairs and replacement of water, sewer and the utility lines and fixtures that are not the responsibility of the City of Crosslake, which serve the Common Area or any Unit. Said annual assessments shall also be used for maintenance and replacement of lawn, landscaping and shrubbery on Common Areas, for snow removal from paths and sidewalks located on Units and Common Area and public sidewalks; and for maintenance and replacement of lawn, landscaping and shrubbery located on public boulevards and exterior maintenance of the Dwellings situated upon the Subject Property.

Section 3. BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

Except as provided in Section 8, below, annual and special assessments shall be levied equally between all the Units and may be collected on a monthly basis, provided, however, that assessments arising out of the negligence or nonperformance of any obligation of an Owner shall be for additional non-uniform amounts and shall be immediately due in full from the Owner and assessments against fewer than all Units shall be set pursuant to Section 7 below. In addition, upon determination by the Board the costs of insurance may be assessed in proportion to risk or coverage of the Unit being assessed.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.

In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of Members holding at least seventy-five percent (75%) of the voting power of the Association and who are voting in person or by proxy at a meeting duly called for this purpose. If additional Units are added to the Subject Property by the additional of all or any portion of the Additional Property to the Subject Property, the Owner of each additional Unit shall be responsible for all special assessments levied on or after the date of such addition.

Section 5. CHANGE IN BASIS AND MAXIMUM OF ANNUAL ASSESSMENTS.

The limitations of Section 3 hereof shall not apply to any change in the maximum and basis of assessments undertaken as incident to a merger or consolidation in which the Association is authorized to participate. The consent requirements of Article XIII, Section 5, must also be obtained to effect a valid change in the method of determining the assessments.

Section 6. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.

Written notice of any meeting of the general membership required for an action authorized under Sections 3, 4 or 5 shall be sent to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of the entire voting power of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the quorum required at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. ANNUAL AND SPECIAL ASSESSMENTS.

Except as provided in Section 8, below, both annual and special assessments must be allocated equally between all the Units. This requirement shall not apply to:

- (a) common expenses or portions thereof benefiting fewer than all of the Units, which may be assessed exclusively against those Units benefitted in equal proportion;
- (b) reasonable attorneys' fees incurred by the Association in connection with the collection of assessments or the enforcement of the Governing Documents or the Rules against a Member, which may be assessed against the Member's Unit;
- (c) fees and charges, interest, fines and late charges for: services provided to specific Units, late payments of assessments, violations of the Governing Documents or Rules, fees for preparation of Association documents, resale certificates, etc.; and
- (d) willful or negligent acts as set forth in Section 11 hereof.

If additional Units are added to the Subject Property (by the subdivision or conversion of Units by Declarant), the Owner of each additional Unit shall be responsible for all special assessments levied on or after the date of such addition.

Section 8. ALTERNATIVE ASSESSMENT PROGRAM FOR DECLARANT.

The Declarant hereby establishes an alternative assessment program as permitted by Minnesota Statutes, Section 515B.3-115(b). Specifically, if a common expense assessment has been levied, any Unit owned by the Declarant shall be assessed at the rate of 25% of the assessment that would otherwise be levied on such Unit until such Unit is substantially completed as evidenced by a certificate of occupancy issued with respect to such Unit by the City of Crosslake; provided, however, that that part of any assessment allocated to a replacement reserve shall be fully levied against each Unit, including Units owned by Declarant, upon substantial completion of the exterior of the building containing the Unit. Following issuance of a certificate of occupancy, each Unit owned by Declarant shall be assessed at the full rate. This reduced assessment shall apply to each Unit owned by the Declarant, and shall continue as to each such Unit until such unit is substantially completed as evidenced by the issuance of the certificate of occupancy as previously described. There are no assurances that this alternative assessment program will have no effect on the level of services for items set forth in the Association's budget.

Section 9. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS, DUE DATES.

The annual assessments provided for herein shall commence as to all Units on the date that the first Unit is sold to an Owner other than Declarant (or their affiliates).

If additional Units are added to the Subject Property (by the subdivision or conversion of Units by Declarant or pursuant to Article VIII, Declarant shall not be responsible for the payment of any annual assessment on an any such additional Unit until the amendment to this Declaration adding the additional Unit to the Subject Property is recorded. Upon such recording, all Units added by the amendment to this Declaration shall be subject to annual assessments. The initial payment of monthly installments for each additional unit shall be the installment amount payable by the Owner of each Unit in the Planned Community prior to the Filing Date the "Pre-Filing Installment Amount"), pro-rated for the period commencing with the Filing Date and ending with the date upon which such initial monthly installment is due. Subsequent monthly installments shall be in the amount equal to the Pre-Filing Installment Amount until the Association determines the next subsequent annual assessment.

The first annual assessment shall be made for the balance of the calendar year and shall become due and payable in equal installments on payment dates to be established by the Board of Directors.

The amount of annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in the year bear to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 shall be fixed by the resolution authorizing such assessment.

Section 10. DUTIES OF THE BOARD OF DIRECTORS.

The Board of Directors of the Association shall fix the amount of the assessment against each Unit for each assessment period at least thirty (30) days in advance of such date or period.

Written notice of the assessment shall be sent to every Owner subject thereto, provided, however, that the failure to send such written notice shall not render any assessment invalid.

The Board shall have the right to collect any annual or special assessment on a monthly basis. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a given Unit have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. ASSESSMENT OF COST DUE TO WILLFUL OR NEGLIGENT ACTS.

If the need for maintenance or repair is due to the willful or negligent acts of an Owner or the Owner's family, guests, tenants or invitees, the cost of such maintenance less the net insurance proceeds received by the Association due to such act or neglect, if any, shall be assessed against such Owner's Unit and shall be added to and become a part of the current annual assessment against that Unit and, at the option of the Board, shall be payable in full with the next monthly installment of the then current annual assessment, or divided equally over the remaining months for the then current annual assessment and payable with and in addition to the monthly installments of the then current annual assessment.

Section 12. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION.

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight percent (8%) per annum. The Association may bring (a) an action at law against the Owner personally obligated to pay the assessments, and/or (b) foreclose its lien for the amounts owed by the Owner.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit, and a description of the Unit and file or record the same, but such notice of lien shall not be recorded until such assessment has been wholly or partially unpaid for at least thirty (30) days from the due date. Such lien may be enforced and foreclosed by the Association in the same manner in which mortgages on real property may be foreclosed by action or by advertisement under a power of sale in Minnesota. Each Owner, by acceptance of a deed for any Unit, does further hereby give full and complete power of sale to the Association and does consent to a foreclosure of the assessment lien as if such lien were a mortgage containing a power of sale. In the event of any such foreclosure, and in the further event that the Association shall prevail in any such foreclosure, the person personally obligated to pay the same shall be required to pay all costs of foreclosure, including but not limited to, reasonable attorneys' fees. The person personally obligated to pay such lien shall also be required to pay the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use, and otherwise deal with the Unit as the Owner thereof. Prior to reselling the Unit after foreclosure, no assessments shall be levied against the subject Dwellings; provided, however, that if the Association rents or leases the Dwelling, the Association shall once again have the right to levy assessments against said Dwelling. A release or satisfaction of the notice of lien shall be executed by an officer of the Association and recorded upon payment of all sums secured by such lien.

Section 13. SUBORDINATION OF LIEN TO MORTGAGES.

The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Unit. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof (including the delivery of a deed in lieu thereof) shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments.

All other parties acquiring liens on any Unit after this Declaration is recorded shall be deemed to consent that their liens shall be and remain inferior to future liens provided for herein.

The Association shall, upon written request, report to any first Mortgagee or other encumbrancer of a Unit the amount of the assessments remaining unpaid for a period longer than ninety (90) days after the same shall become due.

Section 14. EXEMPT PROPERTY.

The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

- (a) All properties dedicated and accepted by the local public authority and devoted to public use;
- (b) All properties exempted from taxation by the laws of the State of Minnesota upon the terms and to the extent of such legal exemption; and
- (c) All Common Area as defined in Article I hereof.
- (d) Notwithstanding any provision herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE VII.
PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY.

Each wall which is built as a part of the original construction of the Dwelling upon the Subject Property and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. SHARING OF REPAIR AND MAINTENANCE.

The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. DESTRUCTION BY FIRE OR OTHER CASUALTY.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. WEATHERPROOFING.

Notwithstanding any other provision of this Article, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. RIGHT TO CONTRIBUTION RUNS WITH LAND.

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. ARBITRATION.

In the event of any dispute arising concerning any party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all of the arbitrators.

Section 7. LIEN RIGHTS.

As soon as any expenses for repair and maintenance of a party wall are known, each Owner agrees to make the necessary payments due as soon as reasonably possible. If an Owner fails to make any payment which is due or is necessary to avoid a payment to any contractor, supplier or creditor becoming delinquent, the other Owner shall have the right to make such payment and upon making such payment, such payment shall be deemed to be due and owing from the defaulting Owner and the non-defaulting Owner shall have the right to file a lien against the defaulting Owner's Unit together with interest at the judgment rate as that rate is established from time to time. To evidence such lien, the non-defaulting Owner may prepare a written notice of lien, setting forth the amount due together with the interest, which notice shall be filed against the defaulting Owner's Parcel in the office of the Crow Wing County Recorder. This lien shall be superior to all other liens and encumbrances except liens for general real estate taxes and assessments and the lien of any first mortgage. Such lien can be enforced and foreclosed by an action in the same manner in which mechanic's liens can be enforced and foreclosed under the laws of the State of Minnesota and in such action the defaulting Owner shall be liable for all costs of such action including attorneys' fees.

**ARTICLE VIII.
ADDITIONAL PROPERTY**

Section 1. RESERVATION OF RIGHTS TO ADD ADDITIONAL UNITS.

The Declarant hereby reserves the right to add all or any portion of the Additional Property to the Planned Community. The Declarant's right to add any portion of the Additional Property to the Planned Community will terminate ten (10) years following the date of recording of this Declaration. Portions of the

Additional Property may be added at different times. The Declarant reserves the right to create no more than THIRTY (32) rental units on the Additional Property. All buildings built and Units created on the Additional Property shall be restricted to residential use and shall be compatible with the Units constructed on the Subject Property in terms of architectural style, quality of construction, and principal materials employed in construction. Notwithstanding any provision set forth in this Declaration to the contrary, Units constructed on the Additional Property may vary in size (including the number of stories) from Units constructed on the Subject Property. All restrictions contained in this Declaration affecting the use, occupancy, ownership and alienation of Units will apply to units on the Additional Property that may be made subject to this Declaration. None of the assurances regarding the Subject Property contained in this Declaration shall apply to any portion of the Additional Property not subjected to this Declaration pursuant to this Article. The Declarant make no other assurances with regard to the Additional Property pursuant to Minn. Stat. § 515B.2-106.

Section 2. AMENDED DECLARATION.

The Declarant may add all or any portion of the Additional Property to the Planned Community at any time within the time limit set forth in Section 515B.2-106 of the Act by recording an Amended Declaration identifying that portion of the Additional Property that is being subjected to this Declaration. All improvements on the Additional Property being subjected to this Declaration by such an amendment shall be substantially completed prior to recording such amendment.

Section 3. TREATMENT OF ADDITIONAL PROPERTY.

The Additional Property shall not be subject to the provisions of this Declaration unless and until added to the Planned Community by the filing of an Amended Declaration as described in this Article, but once added, shall be treated in the same manner as the Subject Property.

ARTICLE IX.
ARCHITECTURAL CONTROL COMMITTEE

No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Subject Property, additional fences, hedges, walls, walkways, and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the improvements on the Subject Property, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding buildings erected upon the Subject Property by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given. If no application has been made to the architectural committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner, in which suit the Association or any Owner shall have the right to collect reasonable attorneys' fees, costs and expenses. None of the members of the architectural committee shall be entitled to any compensation for their services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. During the time in which the Association has a Class B membership, all decisions of the architectural committee may be vetoed by the Declarant.

ARTICLE X.
BUILDING AND USE RESTRICTIONS

Section 1. LAND USE.

No Unit shall be used except for residential purposes.

Section 2. NUISANCES.

No noxious or offensive activities shall be carried on upon any Unit, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 3. PETS.

No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the Common Area, except that dogs, cats or other household pets may be kept in the Dwellings subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and provided further, that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Subject Property upon 30 days written notice from the Board of Directors. Pets may be kept outside a Dwelling only when personally attended on a leash by a Member (or a member of a Member's family) who shall immediately pick up and properly dispose of any pet wastes.

Section 4. GARBAGE AND REFUSE DISPOSAL.

No Unit shall be use or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and no exterior burning of household refuse shall be done.

Section 5. PROHIBITED STRUCTURES, WINDOW TREATMENTS AND LAWN ORNAMENTS.

No structure of a temporary character, basketball hoop, trailer, tent, shack, boat house, barn or other out-building shall be constructed on any Unit. No garage shall be used at any time as a residence either temporarily or permanently. Window treatments must be in harmony with the design of the Dwelling and the surrounding area and must be properly installed. No blankets, sheets, loose fabric or excessively-brightly colored window treatments shall be permitted. No lawn ornaments or sculptures shall be permitted on any Unit unless inside a Dwelling and not visible from the exterior of the Dwelling. The Architectural Control Committee shall be the final arbiter of any disputes under this Section.

Section 6. STORAGE.

No boats, snowmobiles, trailers, camping vehicles, recreational vehicles, unlicensed or inoperable automobiles or trucks or other vehicles (except automobiles belonging to the Owner or an Owner's guest) shall at any time be stored or parked on any Unit outside of a house or garage. No such boats, snowmobiles, trailers, camping vehicles, unlicensed or inoperable automobiles or trucks or other vehicles shall be stored or parked on any part of the Common Area without the express written approval of the Board of Directors.

Section 7. SEWER FACILITIES.

The sewer disposal facilities in the Subject Property shall be limited to the municipal sanitary sewer system.

Section 8. TIME SHARES.

The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

Section 9. RENTAL OF DWELLINGS.

A Dwelling may be rented by the Owner thereof provided that a majority of the Board of Directors approve the lease between the Owner and any tenant. In no event, however, shall a Dwelling be rented by the Owner thereof for transient or hotel purposes, which shall be defined as:

- (a) rental for any period less than 6 months, or
- (b) any rental if the occupants of the Dwelling are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service.

Any lease agreement between an Owner and a Tenant shall be in writing and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Governing Documents and rules of the Association, that any failure by the Tenant to comply with the terms of the Governing Documents or the rules shall be a default under the lease, and that the Association shall have the right to enforce the terms of the Lease, the Governing Documents or the Association rules by any legal means including, if necessary, by eviction of the tenant.

ARTICLE XI.
EASEMENTS

Section 1. UTILITIES AND DRAINAGE EASEMENTS.

Easements for installation and maintenance of utilities and drainage facilities are hereby created and dedicated in, over and upon the Common Area owned by the Association. Within these easements, no structure, fence, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements, or which may interfere with snow plowing or snow storage within these easements.

Section 2. WATER AND ELECTRICITY EASEMENTS.

The rights and easements of enjoyment by the Owner of each Unit and the title of such Owner in said Unit shall be subject to the rights of the Association to an exclusive easement on and over said Unit for the purpose of installing and maintaining a source of water and electricity from Dwellings to serve the Common Area.

If water or electricity taken from such Unit is used to serve the Common Area and such water and electricity is not separately metered, the Association and the Owner of the affected Unit shall agree on a reasonable method and amount of compensation payable therefore by the Association to the Owner. In the event that the parties cannot agree on a reasonable method and amount of compensation, each party shall choose one arbitrator and the two (2) arbitrators shall choose a third arbitrator and the decision of the majority of all arbitrators shall be final and conclusive of the method and amount of compensation to be paid.

ARTICLE XII. **INSURANCE**

Section 1. REQUIRED COVERAGE.

The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies authorized to do business in the State of Minnesota, as follows:

- (a) Property insurance in broad form covering all risks of physical loss for the full insurable replacement costs of the improvements on the Common Area, less deductibles, exclusive of land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The policy or policies shall cover personal property owned by the Association and shall name the Association as the named insured. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional endorsements, coverages, deductibles and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the FHA or Federal National Mortgage Association ("FNMA") as a precondition to their insuring, purchasing or financing a mortgage on a Unit. The Board may also, on behalf of the Association enter into binding written agreements with a mortgagee, insurer or servicer, including without limitation the FHA or FNMA, obligating the Association to keep certain specified coverages or endorsements in effect.
- (b) Comprehensive public liability insurance covering the ownership, existence, use, operation or management of the Subject Property, with minimum limits of \$1,000,000 per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location, and use to the Subject Property. Unit owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, operation or management of the Common Area. The policy shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an owner or occupant of a Unit because of the negligent acts of the Association or other owners or occupants and shall cover claims of one or more insured parties against other insured parties. The policy shall include such additional endorsements, coverages and limits with respect to such hazards as may be required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit.
- (c) Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association if deemed to be advisable by the board or required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a

mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured and shall, if required by the regulations of the FHA or FNMA as a precondition to their insuring, purchasing or financing a mortgage on a Unit, be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond is in force, or (ii) a sum equal to three months aggregate assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

(d) Worker's compensation insurance, as required by law.

(e) Policies carried pursuant to subsections (a) and (b) shall provide that:

- (1) each Member and any secured party of the Member's Unit is an insured person under the policy with respect to liability arising out of the Member's interest in the Common Area or the Member's membership in the Association;
- (2) the insurer waives its rights to subrogation under the policy against any Member (or members of Member's household) and against the Association and Directors;
- (3) no act or omission by any Member or secured party, unless acting within the scope of authority on behalf of the Association, shall void the policy or be a condition to recovery under the policy; and
- (4) the Association's policy shall be the primary insurance if, at the time of a loss under the policy, there is other insurance in the name of a Member covering the same property covered by the Association's policy.

Section 2. ASSOCIATION COVERAGE OF UNITS.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate broad-form blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwellings, including the structural portions and fixtures thereof but exclusive of land, footings, excavation and other items normally excluded from coverage, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be an expense of the Association to be included in the regular annual assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwellings shall be written in the name of, and the proceeds thereof shall be payable to the Association as trustee for the Owners.

Section 3. REPLACEMENT OR REPAIR OF PROPERTY.

Any portion of the Subject Property that has been damaged or destroyed by a loss covered by the Association's insurance shall be promptly repaired or replaced by the Association unless (i) the Community is terminated; (ii) such repair or replacement would be illegal; or (iii) Members holding at least 80% of the voting power of the Association (including every Member and first mortgagee on a Unit which shall not be rebuilt) vote not to rebuild. If less than the entire Subject Property is repaired or replaced, the insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition

compatible with the remainder of the Community, the proceeds attributable to Units which are not rebuilt shall be distributed to the owners of those Units and the secured parties of those Units, as their interests may appear, and the remainder of the proceeds shall be distributed to all Unit Owners and secured parties as their interests may appear, in proportion to their common expense liability. The cost of repair or replacement of Common Area in excess of insurance proceeds and reserves shall be paid as a common expense, and the cost of repair of a Unit in excess of insurance proceeds shall be paid by the respective Unit Owner.

Section 4. CANCELLATION; NOTICE OF LOSS.

All policies of property insurance and comprehensive liability insurance maintained by the Association shall provide that the policies shall not be cancelled or substantially modified, for any reason, without at least 30 days prior written notice to the Association, all of the insureds, and all mortgagees of Units (including, if applicable, the FHA or FNMA).

Section 5. REVIEW OF POLICIES.

All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

Section 6. BLANKET CASUALTY INSURANCE BY OWNER.

If the Association does not elect to maintain blanket casualty and fire insurance pursuant to Section 2 of this Article, then any Owner of a Unit shall carry, maintain, and timely pay the premium or premiums on a policy of fire, extended coverage, vandalism, and malicious mischief, with all risk endorsement insurance. Said insurance shall cover a minimum of the entire replacement cost of the improvements on such Unit and shall provide for at least ten (10) days' notice to the Board of Directors of the Association before cancellation or material change in such insurance.

Section 7. REALLOCATION OF INTERESTS FOR DESTROYED UNITS.

If, pursuant to Section 3, a Unit is not rebuilt after a casualty, that Unit's entire interest in the Common Area, votes in the Association and common expense liability are automatically reallocated upon the vote as if the Unit had been condemned, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

**ARTICLE XIII.
SPECIAL PROVISIONS**

Section 1. OVERRIDING PROVISIONS.

The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. NOTICE OF DEFAULT.

A first mortgagee of a Unit, upon request, is entitled to written notification from the Association of any default in the performance by the Owner of any obligation under the Governing Documents known to the Association which is not cured within sixty (60) days.

Section 3. EXEMPTION FROM RIGHT OF FIRST REFUSAL.

Any first mortgagee of a Unit who obtains title to a Unit pursuant to the remedies provided in its mortgage, or by foreclosure of its mortgage, or by deed or assignment in lieu of foreclosure, will be exempt from any right of first refusal contained in the Declaration or By-Laws.

Section 4. LIABILITY FOR UNPAID ASSESSMENTS.

Any first mortgagee of a Unit who obtains title to a Unit pursuant to the remedies provided in its mortgage or by foreclosure of its mortgage shall not be liable for the unpaid assessments of the Unit which accrue prior to the acquisition of title to such Unit by the mortgagee.

Section 5. RESTRICTED ACTIVITIES.

Until the Association has received written approval from all of the first mortgagees of Units, all Owners other than the Declarant and the Class B Member for so long as a Class B membership exists, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area owned, directly or indirectly, by the Association for the benefit of the Units. The granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Area shall not be deemed a transfer within the meaning of this subsection;
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) By act or omission change, waive or abandon any scheme or regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Dwellings, the maintenance of the Common Area, party walls or common fences and driveways, or the upkeep of lawns and plantings;
- (d) Fail to maintain first and extended coverage on insurable Common Areas on a current replacement cost basis in an amount not less than 100% of the insurable value, based on current replacement costs; or
- (e) Use hazard insurance proceeds received for losses to any Common Areas other than for the repair, replacement or reconstruction of such Common Areas.

Section 6. EXAMINATION OF BOOKS AND RECORDS.

First mortgagees shall have the right to examine the books and records of the Association.

Section 7. RIGHT TO CURE DEFAULT.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums in hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 8. PRIORITY OF FIRST MORTGAGEES.

No provision of the Declaration or By-laws shall be construed as giving to the Owner or to any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area.

Section 9. FORECLOSURE OF FIRST MORTGAGES AND CONTRACTS.

The sale or transfer of any Unit pursuant to the foreclosure of a first Mortgage, or pursuant to any other proceeding or arrangement in lieu of such foreclosure or cancellation, shall extinguish the lien of all other assessments as to the installments which became due prior to the effective date of such sale, transfer or acquisition by the Mortgagee to the end that no assessment liability shall accrue to an acquiring Mortgagee except with respect to installments of assessments becoming due after possession has passed to such acquiring Mortgagee, whether such possession has passed at the termination of any period of redemption or otherwise; provided, however, that if a first mortgage on a Unit is foreclosed, the first mortgage was recorded after June 1, 1994, and no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes Chapters 580, 581 or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid assessments for Common Expenses levied pursuant to Sections 515B.3-115 (a), (e)(1) to (5), (f), and (i) of the Act, which became due, without acceleration, during the six months immediately preceding the first day following the end of the Owner's period of redemption. In the event of the extinguishment of such assessment lien as aforesaid, the entire amount of such unpaid assessment shall be reallocated and assessed against, and payable by the Owners of, all other Units in the Association, exclusive of such encumbered Unit. No such sale, transfer or acquisition of possession shall relieve an Owner of a Unit from liability for any assessments thereafter becoming due or from the lien thereof, nor shall it relieve the person personally obligated to pay the assessments which were levied prior to the transfer of such Unit from the personal obligation to pay the same.

ARTICLE XIV.
MAINTENANCE

Section 1. MANDATORY MAINTENANCE.

The Association, subject to the rights of the Owners as set forth in this Declaration, shall be responsible for, and be vested with, the exclusive management and control of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair (consistent with its natural character). In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance for the Dwelling upon each Unit which is subject to assessment hereunder, as follows: painting, repair, replacement, cleaning and care of roofs, soffits, fascia, gutters, downspouts and exterior building surfaces, care and replacement of trees, shrubs, grass, walks, and other exterior improvements. Such exterior maintenance shall not include windows, doors, screens and garage doors (except painting, which shall be a responsibility of the Association), exterior air conditioning units, gardens, shrubs and other plantings established by Owners and not by the Association and private decks or patios except that if an Owner after notice neglects to replace broken glass in exterior surfaces, or fails to maintain the appearance of its air conditioning unit, or private deck or patio, the Association may do so, charging the cost thereof to such Owner. At the option of the Board, the Association may undertake to clean exterior glass surfaces. All such painting, repair and maintenance shall be done as and when, and to the extent that, the Board deems it

necessary or desirable. The Association shall remove snow from the Common Area driveways, parking areas and sidewalks (including sidewalks located on Owners' Units), but shall not be required to remove snow from decks or patios.

Section 2. ACCESS AT REASONABLE HOURS.

For the purpose solely of performing the maintenance and repairs authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter any Dwelling and upon any Unit with such persons and material as the Association deems necessary at reasonable times during the day.

Section 3. EMERGENCY ACCESS.

For the purpose of performing emergency action to seal a Dwelling from weather or otherwise to prevent damage or destruction to any Dwelling, the Association through its duly authorized agents or employees, shall have the right to enter any Dwelling, and upon any Unit at any time, without notice, with such persons and material as the Association deems necessary to accomplish such emergency repairs or to take such emergency action.

Section 4. LAWN AND PLANTING MAINTENANCE.

The Association shall mow, water, rake and maintain, to the extent the Board deems necessary or desirable, the irrigation system and all lawns and exterior plantings; except that the Association may, but shall not be required to, water gardens and plantings established by Owners, and to the extent the Association undertakes to do so, it will not be responsible for any damage to such gardens and plantings due to overwatering, underwatering or improper watering. In lieu of maintaining separate water lines for the Common Area, the Association may draw water for such common purposes from exterior sill cocks on each Dwelling, provided that it rotates such drawing among all Dwellings by a schedule or other reasonable means so as to approximately equalize the amount of water taken from each Dwelling over the course of a season.

**ARTICLE XV.
EMINENT DOMAIN**

Section 1. TOTAL TAKING OF UNIT AND DWELLING.

If a Unit and Dwelling is acquired by eminent domain, or if so much of a Unit and Dwelling is acquired by eminent domain as to effectively leave the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award, including severance damages, shall compensate the Owner of the Unit and Dwelling and holder of a first mortgage or other security interest of record as their interests may appear. Any such remnant of a Unit and Dwelling remaining after part of a Unit and Dwelling is taken shall be conveyed to the Association and shall thereafter be Common Area. The voting rights and liability for expenses attributable to the Unit and Dwelling acquired by eminent domain shall be reapportioned among the remaining Units.

Section 2. PARTIAL TAKING OF UNIT AND DWELLING.

Unless treated as a total taking under Section 1, if part of a Unit and Dwelling is acquired by eminent domain, the award shall compensate the Owner and first mortgagee of the Unit and Dwelling as

their interests may appear for the reduction in value of the Unit and Dwelling. A partial taking of a Unit or Dwelling shall not affect the voting rights or liability of that Unit or Dwelling for common expenses.

Section 3. TAKING OF COMMON AREA.

If part of the Common Area is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Area among the Owners and first mortgagees as their interests may appear in proportion to their Class A votes in the Association before the taking.

**ARTICLE XI.
GENERAL PROVISIONS**

Section 1. ENFORCEMENT.

The Association or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. RULES AND REGULATIONS.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules shall be consistent with the rights and duties established in this Declaration. The Declaration shall supersede any conflicting rules by the Association.

Section 3. SEVERABILITY.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

Section 4. ENFORCEMENT AND AMENDMENT.

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of, and be enforceable by, the Association or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Except as provided in the Act or as hereinafter provided, the covenants and restrictions of this Declaration may be amended only by the assent of Members holding at least seventy-five percent (75%) of the Members. Any amendment must be properly recorded and a recorded certificate of the Secretary of the Association certifying that the amendment was approved by Members holding at least 75% of the voting power shall be sufficient evidence of such fact. The prior written approval of all the first mortgagees of Dwellings or Owners other the Declarant shall be required for any amendment of this Declaration which would affect the right of the Association to do any of the acts specified in Article XIII, Section 5(a), (b), (c), (d) and (e).

Section 5. NOTICES.

Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage-paid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of mailing.

Section 6. MERGERS.

Upon a merger or consolidation of the Association with another corporation as provided in its Articles and By-Laws, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or additions to the covenants established by this Declaration within the Subject Property except as hereinabove provided.

Section 7. FHA APPROVAL.

For as long as there is a Class B Member and if required by Federal Housing Administration rules or regulations, the following actions will require the approval of the Federal Housing Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have hereunto caused these presents to be executed this 8 day of ^{Aug}~~July~~, 2017.

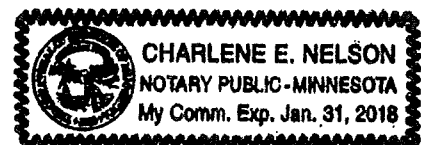
CROSSWOODS DEVELOPMENT, LLC,
a Minnesota Limited Liability Company

By [Signature]
Its Chief Manager

STATE OF MINNESOTA)
)ss.
COUNTY OF CROW WING)

On this 8 day of August, 2017, before me, a Notary Public, personally appeared James A. Anderson to me personally known, who, after being first duly sworn, did state that he is the Chief Manager/CEO of Crosswoods Development, LLC, a Minnesota limited liability company, and that he signed the same on behalf of said corporation.

[Signature]
Notary Public



THIS INSTRUMENT WAS DRAFTED BY:

Gerald J. Brine

Attorney at Law

Breen and Person, Ltd.

35253 County Road 3

Crosslake, MN 56442

DRAFT

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GOLF VIEW TOWNHOMES AT TOWN SQUARE

EXHIBIT A

Subject Property

Outlot B, Common Interest Community No. 1034, A Planned Community Crosswoods, Section 21,
Township 137 North, Range 27 West, Crow wing County, Minnesota platted as:

Lot 1, Block One, Golf View Townhomes At Town Square:

Lot 2, Block One, Golf View Townhomes At Town Square

Lot 3, Block One, Golf View Townhomes At Town Square

Lot 4, Block One, Golf View Townhomes At Town Square

Lot 5, Block One, Golf View Townhomes At Town Square

Lot 6, Block One, Golf View Townhomes At Town Square

Lot 7, Block One, Golf View Townhomes At Town Square

Lot 8, Block One, Golf View Townhomes At Town Square

Lot 9, Block One, Golf View Townhomes At Town Square

Outlot A, Golf View Townhomes At Town Square

Allocation of Assessment

1/8th each, Lots 1-8, Block One, Golf View Townhomes At Town Square

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GOLF VIEW TOWNHOMES AT TOWN SQUARE

EXHIBIT B

Additional Property

Outlot A, Golf View Townhomes At Town Square

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
GOLF VIEW TOWNHOMES AT TOWN SQUARE

EXHIBIT C

Common Area

Lot 9, Block One, Golf View Townhomes At Town Square

COMMON INTEREST COMMUNITY NO. 1144 A PLANNED COMMUNITY GOLF VIEW TOWNHOMES AT TOWN SQUARE

This CIC Plat is part of the Declaration recorded as Document

No. _____

on this _____ day of _____, 20__

County Recorder

KNOW ALL MEN BY THESE PRESENTS: That Crosswoods Development, LLC, a Minnesota limited liability company, owner of the following described property:

Outlot B, COMMON INTEREST COMMUNITY 1034 A PLANNED COMMUNITY CROSSWOODS.

Have caused the same to be surveyed and platted as COMMON INTEREST COMMUNITY NO. 1144 A PLANNED COMMUNITY GOLF VIEW TOWNHOMES AT TOWN SQUARE.

In witness whereof said Crosswoods Development, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20__.

Signed: Crosswoods Development, LLC

James Anderson, CEO

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__, by James Anderson, CEO of Crosswoods Development, LLC, a Minnesota limited liability company.

(Notary Signature) _____ (Notary Printed Name) _____
NOTARY PUBLIC, _____ COUNTY, STATE OF _____
MY COMMISSION EXPIRES _____

I, Cynthia M. Hidde, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on the plat.

Dated this _____ day of _____, 20__.

Cynthia M. Hidde, Licensed Land Surveyor
Minnesota License No. 44881

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20__, by Cynthia M. Hidde, Licensed Land Surveyor, Minnesota License No. 44881.

(Notary Signature) _____ (Notary Printed Name) _____
NOTARY PUBLIC, _____ COUNTY, STATE OF _____
MY COMMISSION EXPIRES _____

Department of Auditor-Treasurer

Pursuant to Minnesota Statutes, Chapter 272.12, that there are no delinquent taxes on the land hereinbefore described on this plat and transfer and pursuant to Chapter 505.021, Subd. 9, taxes payable for the year 20__ on the land hereinbefore described have been paid this _____ day of _____, 20__.

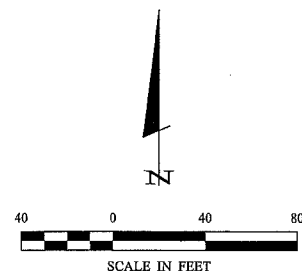
Gary Griffin, Auditor-Treasurer for Crow Wing County, Minnesota

City Council, City of Crosslake, Minnesota

This plat was approved and accepted by the City Council of the City of Crosslake, Minnesota at a regular meeting held this _____ day of _____, 20__, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

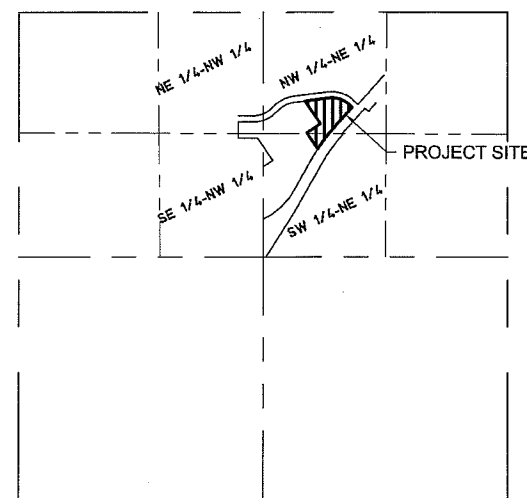
City Council, City of Crosslake, Minnesota

By _____ By _____
Patty Norgaard, Mayor Charlene Nelson, City Clerk



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON THE CROW WING COUNTY
COORDINATE SYSTEM.

- (123.45) DENOTES PLAT AND/OR DEEDED MEASURE PER CIC PLAT #1034
- DENOTES MONUMENT FOUND AS NOTED
- DENOTES 1/2 INCH x 18 INCH IRON PIPE SET AND MARKED BY LICENSE NO. 44881
- DENOTES SET PK NAIL



VICINITY MAP
SECTION 21-T137N-R27W
NOT TO SCALE



30176 Old Highway #371
Suite 2
P. O. Box 874
Pequot Lakes, MN 56472
218-568-4940
www.stonemarksurveying.com


Project Number: 16467
Date: August 7th, 2017

City of Crosslake
Planning & Zoning
37028 County Road 66
Crosslake, MN 56442

City of Crosslake:

Per MN State Statute 505.021 Subd. 10 the plat monuments shall be set at all angle and curve points on the outside boundary lines of the plat. And all plat monuments shall be set at all other block, lot, outlot, park, survey line and witness corners prior to recording the final plat.

I hereby certify that this survey, plan, specification or report was prepared by me and that I am a duly Licensed Professional Land Surveyor under the laws of the State of Minnesota.

A handwritten signature in cursive script, reading "Cynthia M. Hidde". The signature is written in dark ink and is positioned above the printed name and license number.

Cynthia M. Hidde
Minnesota License No. 44881

HAYES

SURVEYING & MAPPING PC

218-387-2532
HAYES@BOREAL.ORG

18 BRANDON LANE
GRAND MARAIS, MINNESOTA 55604

August 7, 2017

City of Crosslake
Crosslake City Hall
37028 County Road 66
Crosslake, MN 56442

**RE: Common Interest Community No 1144
GOLF VIEW TOWNHOMES AT TOWN SQUARE**

City of Crosslake:

I have reviewed and checked the proposed final plat of **Common Interest Community No 1144 GOLF VIEW TOWNHOMES AT TOWN SQUARE** in regard to the mathematical correctness and the requirements of the most current: Minnesota Platting Statutes, Chapter 505 and the Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

The plat dedication which includes the legal description, dedication statements, owner's signatures and the other approving signatures conforms to the plat drawing and information provided to form. This independent plat review does not include a title review to confirm the use of the proper plat boundary description or ownership of the subject property being platted.

A field inspection to confirm placement of the required boundary, plat and lot corners has not been performed. Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

I hereby certify that this report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the state of Minnesota.

Maureen Hayes

Maureen Hayes
MN Land Surveyor #43805



CHICAGO TITLE
INSURANCE COMPANY

Commitment No.: 17-1377

COMMITMENT FOR TITLE INSURANCE

Issued by

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (☐ Company), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, CHICAGO TITLE INSURANCE COMPANY has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: 
Authorized Officer or Agent

Crow Wing County Abstract Company Inc
423 Laurel St
Brainerd, MN 56401
Tel: 218-829-7368
Fax: 218-829-8586



By:



President

Attest:



Secretary



CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <<http://www.alta.org/>>.*



CHICAGO TITLE INSURANCE COMPANY

Commitment

Issued By: Crow Wing County Abstract Co., Inc.
423 Laurel Street
Brainerd, MN 56401
Phone 218-829-7393 Fax 218-829-8586

SCHEDULE A

File No. C-17-1377

1. Effective Date: June 13, 2017 at 8:00 A.M.
2. Policy or Policies to be issued:
(a) ALTA Owners Policy (ALTA Policy 6/17/06) Amount: **\$TBD**
Proposed Insured:

TO BE DETERMINED.

- (b) ALTA Loan Policy (ALTA Policy 6/17/06) Amount: \$
Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment is:

Fee Simple

4. Title to the estate or interest in the land is at the Effective Date vested in:

Crosswoods Development, LLC, a Minnesota limited liability company.

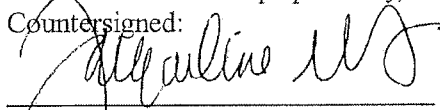
5. The land referred to in this Commitment is described as follows:

CROW WING COUNTY

**Outlot B, COMMON INTEREST COMMUNITY 1034 A PLANNED COMMUNITY
CROSSWOODS.**

ABSTRACT PROPERTY

NOTE: For information purposes only, the property address is purported to be: XXXXX, Crosslake, MN 56442
Countersigned:



SIGNATORY

CHICAGO TITLE INSURANCE COMPANY

File No.: C-17-1377

**SCHEDULE B – SECTION I
REQUIREMENTS**

1. Affidavit regarding **Seller / Borrower / Corporation / LLC** must be provided for our review.
2. If the parties intend to pre-sign documents or use a Power of Attorney, the executed documents must be reviewed by A Chicago Title Insurance / Fidelity National Financial Employee prior to close. We have specific requirements regarding the form and notarization of these documents, including but not limited to requiring a notary affidavit. If the property is Torrens, WE REQUIRE Examiner of Titles PRE-Approval on conveyance documents involving Power of Attorney.
3. The following is required from Crosswoods Development, LLC, a Minnesota limited liability company.
Upon receipt and review this company reserves the right to make further requirements:
 - a) Certificate of good standing issued by the Secretary of State
 - b) Articles of Incorporation / Operating Agreement / Partnership Agreement.
 - c) Partnership / Corporate Resolution from the Board of Directors setting out individuals authorized to execute documents. (sale/loan/purchase)
 - d) Certificate of Incumbency setting out individuals authorized to execute documents.
4. A properly executed and recordable Warranty Deed from Crosswoods Development, LLC, a Minnesota limited liability company,
TO TO BE DETERMINED.
 - a. NOTE: Certificate(s) of Real Estate Value must accompany the deed(s) for filing.
 - b. NOTE: A Well Disclosure Certificate must accompany the deed for filing or the following recital must appear on the deed(s). " The seller certifies that the seller does not know of any wells on the described real property." OR " I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate."
 - c. NOTE: Sellers Tax Information Form must be executed at closing, pursuant to the Tax Reform Act of 1986, which requires Real Estate 1099 Report filing.
 - d. NOTE: Form of tenancy to be determined by borrower(s)/purchaser(s) prior to closing.

CONTINUED ON NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

File No.: C-17-1377

INFORMATIONAL NOTES:

1. **CHAIN OF TITLE:** Pursuant to conveyance dated September 4, 2003, filed October 21, 2003 as Document No. 650405.
2. **NOTICE:** ALL CLOSING DOCUMENTS REQUIRING NOTARIZATION MUST BE SIGNED IN THE PRESENCE OF ONE OF THE FOLLOWING:

-
1. A Chicago Title Insurance / Fidelity National Financial Employee **OR**
 2. An Attorney Actively Licensed within the State of Document Signing - A Statement Certifying Licensing MUST be provided on the Law Office Letterhead **OR**
 3. A Bancserv Notary Public **OR**
 4. An Employee of a Closing/Title Company that has provided our office with a copy of their E & O Insurance with coverage of 100,000.00 or Higher.

Please contact us for the following forms that will need to be completed by the Notary acknowledging the signing of the Closing Documents: **NOTARY PUBLIC CERTIFICATION and NOTARY'S AFFIDAVIT**

Crosslake Office No. 218-692-3091 or cwcac2@crosslake.net

Brainerd Office No. 218-829-7393 or lori.johnson@cwcac.com

- END OF SCHEDULE B – SECTION I -

CHICAGO TITLE INSURANCE COMPANY

File No.: C-17-1377

**SCHEDULE B – SECTION II
EXCEPTIONS**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. The right to the subsurface minerals is a separate interest in land.
8. 2017 taxes in the amount of \$944.00 are half paid. Balance of \$472.00 remains owing.
NOTE: 2016 and prior taxes are paid in full.
Tax I.D. #1460400090B0009.
9. Special Assessments hereafter levied.
NOTE: There are no unpaid special assessments as of the date of this commitment.
NOTE: This does not include a search for special assessments at the local municipality.
10. Minerals forfeit to the State of Minnesota.
11. Northern Minnesota Power Association Right of Way conveyed in Book 158 of Deeds, page 360 and partially released in Document No. 509457.
12. Utility Easement reserved on the plat of Common Interest Community No. 1034, Crosswoods dated January 5, 2000, filed October 16, 2000, as Document No. 575297.

CONTINUED ON NEXT PAGE

CHICAGO TITLE INSURANCE COMPANY

File No.: C-17-1377

13. Declaration of Covenants dated September 20, 2000, filed October 16, 2000, as Document No. 575297.
14. Rezoning and Implementation Plan dated September 6, 2000, filed May 16, 2001, as Document No. 586223 and No. 586224.
15. Common Interest Community No. 1034, Crosswoods Second Amendment of the Declaration, dated April 9, 2007, filed September 3, 2009, as Document No. 769803.
16. Permanent Drainage, Utility and Public Trail Easement, dated May 11, 2009, filed September 3, 2009, as Document No. 769801.

- END OF SCHEDULE B – SECTION II -

G.I.C.

What you need to know about the new FEMA Floodplain maps

A multiyear project by the Federal Emergency Management Agency (FEMA) to re-examine flood risks throughout Crow Wing County and develop electronic flood hazard maps is nearing completion. The updated maps will become effective on August 15, 2017. These maps will replace maps in some portions of the county, while others are being mapped for the first time.

How will these updated maps effect you?

If you have a mortgage or secured loan from a federally regulated or insured lender (this includes most loans) and the principal structure on your parcel is within the Special Flood Hazard Area (SFHA, the 1-percent, or 100-year floodplain), then by Federal Law, your lender must require you to carry flood insurance.

Most lenders will check their loans when the updated maps become effective on August 15, 2017. They will send a letter to all properties in the SFHA (or close to it) to notify the property owner that they must purchase flood insurance within 45 days. **Do not ignore this letter.** You will have 45-days to purchase flood insurance through the National Flood Insurance Program (NFIP). Flood insurance is available through your insurance agent or by searching the "agent Finder" section of FEMA's flood insurance website, FloodSmart.gov. If a policy is not purchased within this time period, the lender will "force place" a policy, which is normally much more expensive than you purchasing flood insurance through NFIP.

What to do if you believe you've been inadvertently included in the SFHA?

There are often scenarios where the boundaries of the floodplain do not accurately reflect the true topographic characteristics of a site. If you believe your structure and or parcel is higher than the actual base flood elevation, there are several options to appeal to your lender for relief. (see the draft handout that is being prepared by staff)

What can be done to mitigate flood risk and or reduce premiums?

Elevating, retrofitting, or floodproofing a structure may help reduce both the risk and insurance premiums.

On August 15, 2017 FEMA published new flood maps for Crow Wing County, to include the city of Crosslake. Based on the new, more accurate maps, many lenders will be reassessing the properties that they have issued financing for and may be sending a letter to property owners requiring flood insurance for properties that had not been required to carry flood insurance in the past.

Our advice is to not ignore the letter. You will have 45-days to purchase flood insurance through the National Flood Insurance Program (NFIP). If you choose to ignore the requirement from your lender, they will purchase flood insurance for you at a higher cost than you can get from NFIP. You will also have less opportunity to get reimbursed if it is determined later on that you are not actually required to have flood insurance.

If you receive a letter from your lender and you feel that they were incorrect in the assessment, you have several options to appeal. We recommend that you, the property owner, use the following steps to appeal if you feel you should not have to purchase flood insurance:

1. Check the FEMA mapping website to see if a Letter of Map Amendment (LOMA) has already been issued by FEMA for your property. Submit to your lender.
2. Ask the lender to conduct a manual review of your property (most of the initial analysis will be done by computers with auto generated letters. Having a human review your actual property may show that you are out of the floodplain and the lender could reverse their decision.)
3. Visit the Crow Wing County Interactive Map site and create a map showing that your building is out of the floodplain, give this map to the lender for their review.
4. Contact the Local Government Agency (LGA) (City of Crosslake) and pay for an LGA generated map to give to the lender.
5. Utilize the FEMA mapping website and generate a Letter of Map Amendment or 'LOMA-Out as shown map' with a complete application. Send this to FEMA for their review and determination whether or not your structure is in the floodplain. (can take up to 6 weeks)
6. Hire a surveyor to determine the lowest adjacent grade (LAG) and complete the LOMA paperwork to send to FEMA for a LOMA.

FEMA is concerned with your existing structures and the lowest adjacent grade of fill around the foundation and its elevation compared to the Base Flood Elevation (BFE) of the water body nearest your structure. Showing/proving that your structure is out of the floodplain could convince the lender that you do not need flood insurance. Keep in mind that the lender is the one that decides if you need to purchase flood insurance, therefore, all appeals need to be directed to your lender.

Websites to assist you with mapping:

Crow Wing County Interactive maps: <https://mn-crowwingcounty2.civicplus.com/85/Interactive-Maps>

MN DNR Mapping and Floodplain info:

http://www.dnr.state.mn.us/waters/watermgmt_section/floodplain/map_appeals.html

Minnesota website for topographical maps: <http://arcgis.dnr.state.mn.us/maps/mntopo/>

FEMA historical maps: www.msc.fema.gov

FEMA National Flood Hazard Layer (NFHL) viewer:

<http://fema.maps.arcgis.com/home/webmap/viewer.html>

m DEPARTMENT OF
NATURAL RESOURCES

August 7, 2017

Mr. John Devine
FEMA – Region 5
536 Clark Street South
Chicago, IL 60605

Dear Mr. Devine,

FINAL STATE APPROVAL OF FLOODPLAIN ORDINANCE FOR CITY OF CROSSLAKE, CROW WING COUNTY

The Minnesota Department of Natural Resources Floodplain Unit has been assisting communities in Crow Wing County to update their floodplain ordinances by August 15, 2017. This is the effective date of the updated Flood Insurance Study and Flood Insurance Rate Map for all communities in Crow Wing County. It is my pleasure to provide a certified copy of the updated floodplain ordinance for the City of Brainerd that was adopted on July 10, 2017 and became effective July 18, 2017 (date of publication).

I have also included the affidavit of publication and the ordinance certification checklist. The final adopted ordinance is consistent with the draft ordinance that was conditionally approved on May 23, 2017. This ordinance is in compliance with state floodplain management standards and, to the best of my knowledge, is in compliance with the floodplain management standards of the Federal Emergency Management Agency. Should you have any questions on this matter, please contact me at (651) 259-5713 or ceil.strauss@state.mn.us.

Sincerely,
DNR Ecological & Water Resources



Ceil Strauss
State Coordinator, National Flood Insurance Program

Enclosures

cc: Patty Norgaard, Mayor – City of Crosslake (letter only)
ec: Jon Kolstad, Land Services Specialist – City of Crosslake
Chris Pence, Crow Wing County
Mike Peloquin, DNR Eco-Waters' Regional Manager
Mike Duval, DNR Eco-Waters' District Manager
Heidi Lindgren, DNR Area Hydrologist



May 23, 2017

The Honorable Patty Norgaard
Mayor, City of Crosslake
37028 County Road 66
Crosslake, MN 56442

CONDITIONAL STATE APPROVAL OF FLOODPLAIN ORDINANCE & REQUIRED NEXT STEPS

Dear Mayor Norgaard,

The Department of Natural Resources (DNR) received via email on May 15, 2017, a draft floodplain management ordinance for the City of Crosslake from Customer Service Specialist, Cheryl Stuckmayer. This ordinance is being adopted to incorporate the *Flood Insurance Study, Crow Wing County, Minnesota and Incorporated Areas*, and the accompanying Flood Insurance Rate Map panels with an effective date of August 15, 2017. The ordinance is also incorporating floodplain ordinance text revisions mandated by the Federal Emergency Management Agency (FEMA) for communities participating in the National Flood Insurance Program (NFIP).

The draft floodplain management ordinance substantially complies with the state floodplain management rules (MR 6120.5000 to 6120.6200) and, to the best of my knowledge, with the floodplain management standards of the Federal Emergency Management Agency. Therefore, in accordance with Minnesota Statutes, Chapter 103F, I approve your draft floodplain management ordinance.

This approval is valid upon adoption of the draft ordinance by the city and receipt by this office of ***one (1) copy each of the adopted ordinance (signed and stamped with the community seal), the affidavit of publication, and the completed "Ordinance Certification Checklist"*** that I have enclosed. Please forward these documents to Ceil Strauss, the DNR's State NFIP Coordinator in St. Paul via email or to the address below in the footer. Upon receipt and verification, Ms. Strauss will transmit one copy of these materials to Mr. John Devine at FEMA's Chicago Regional Office.

Please remember, FEMA must receive a signed, certified, and effective ordinance no later than August 19, 2017. To allow sufficient time for processing and transmittal, we request that you submit the requested materials to the DNR no later than August 11, 2017. ***If FEMA has not received the documentation by the map effective date, FEMA will suspend the City from the National Flood Insurance Program.***

Please be advised that any future amendments of this ordinance or change in the designation of flood prone areas require prior approval of the Commissioner. In addition, you are required to send copies of hearing notices and final decisions pertaining to variance, conditional uses, and ordinance amendments to this agency. Those notices may also be sent to State NFIP Coordinator Ceil Strauss at the address below. Should you have any questions on this ordinance or related matters, please contact Ms. Strauss at (651) 259-5713 or ceil.strauss@state.mn.us.

While our office in St. Paul will continue to be the main contact for the ordinance update, your DNR Area Hydrologist will continue to be your main contact for day to day assistance with administering your floodplain

management ordinance and questions about other DNR water-related programs and permits. Your Area Hydrologist is Heidi Lindgren, who can be contacted at (218) 203-4368 or heidi.lindgren@state.mn.us.

The DNR greatly appreciates your community's cooperation and initiative in providing for the reduction of flood damages through the adoption and administration of this ordinance.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer Shillcox", written in a cursive style.

Jennifer Shillcox
Land Use Unit Supervisor

Enclosures: Ordinance Certification Checklist

ec: Jon Kolstad, Land Services Specialist – City of Crosslake
Chris Pence, Crow Wing County
Mike Peloquin, DNR Eco-Waters' Regional Manager
Mike Duval, DNR Eco-Waters' District Manager
Heidi Lindgren, DNR Area Hydrologist
Ceil Strauss, DNR NFIP Coordinator

G.3.a.

Staff Report - Crosslake Parks, Recreation & Library

Date: August 8, 2017

To: Crosslake City Council

From: Jon Henke, Director of Parks, Recreation & Library 

1. Book Sale Report

The 4th book sale of the year took place two weeks ago. The sale produced \$1,287.90. The next sale is scheduled for Friday, September 1st. Thanks goes out to all who donated books, volunteered to work and for those of you who purchased materials from the sale.

2. 2nd Annual Whitefish Warrior Adventure Run

The second annual Whitefish Warrior was once again a success. All of the participants had a really great time. The PAL Foundation and the Park Department would like to thank all of the volunteers, sponsors and participants. We are already planning for next year's event.

3. Soccer Programs

The Parks Department is currently accepting registrations for youth soccer. We offer programs for K/1, 2nd-3rd grade, 4th-6th grade and 7th-12th grade.

4. Crosslake Conversations

The Conversations Committee is planning a date to go over the findings of Blue Zones and their report of the walkability study of Crosslake. Look for more information soon.

5. Zumba Class

Zumba is a fitness program that combines Latin and international music with dance moves. Zumba routines incorporate interval training — alternating fast and slow rhythms — and resistance training. The Community Center is offering a free introductory class on Tuesday August 22nd from 5:30-7 and also Saturday August 26th from 8:30-10:00. Come try the class out. It's free so you have nothing to lose.

6. Community Center Schedule

The Community Center will be closed Monday, September 4th for Labor Day.

7. New to Medicare Class

The Senior Linkage Line and the Crosslake Community Center are offering a new to Medicare Class at the Community Center on Friday, September 8th from 9:30- noon. To register for the class please call 1-800-333-2433.

8. AAA

The Community Center will host another AAA Senior Driving Refresher Course on August 24th from 9-1. To register for the class please call AAA at 888-234-1294.

9. Free Trail Rides

Join us on Wednesday's for free trail rides to witness the beauty of the Nordic Ridge Recreation Area. The trail rides are free but participants must register in advance. Tour times are 10, 11 and 12. The PAL Foundation has provided the touring cart and the volunteers to make this program possible.

G.4.a.

EASEMENT AND MAINTENANCE AGREEMENT

This Agreement entered into this _____ day of _____, 2017, by and between Crosswoods Development, LLC, a Minnesota limited liability company (hereinafter referred to as "Developer") and the City of Crosslake, a municipal corporation, (hereinafter referred to as the "City").

RECITALS

- A. Developer is the owner of the undeveloped portions of CIC Number 1034, a planned community, Crosswoods; and
- B. The thoroughfares, alleys and pedestrian ways within said plat were dedicated to the public; and
- C. Although dedicated, the City never took over maintenance of any street or alley and it is unclear whether "thoroughfares" was meant to include all streets and avenues within said plat.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. Ostlund Avenue, Allen Avenue, Gould Street, and any unnamed streets/alleys as depicted on said plat are dedicated to the public and the City shall now take over maintenance as city streets.
- 2. Although dedicated on the plat, the City shall not take over maintenance of any pedestrian way as depicted on said plat.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the day and year first above written.

CROSSWOODS DEVELOPMENT, LLC

By _____
James Anderson, its CEO

CITY OF CROSSLAKE

By _____
Patty Norgaard, Mayor

By _____
Charlene Nelson, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by James Anderson, the CEO of CROSSWOODS DEVELOPMENT, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

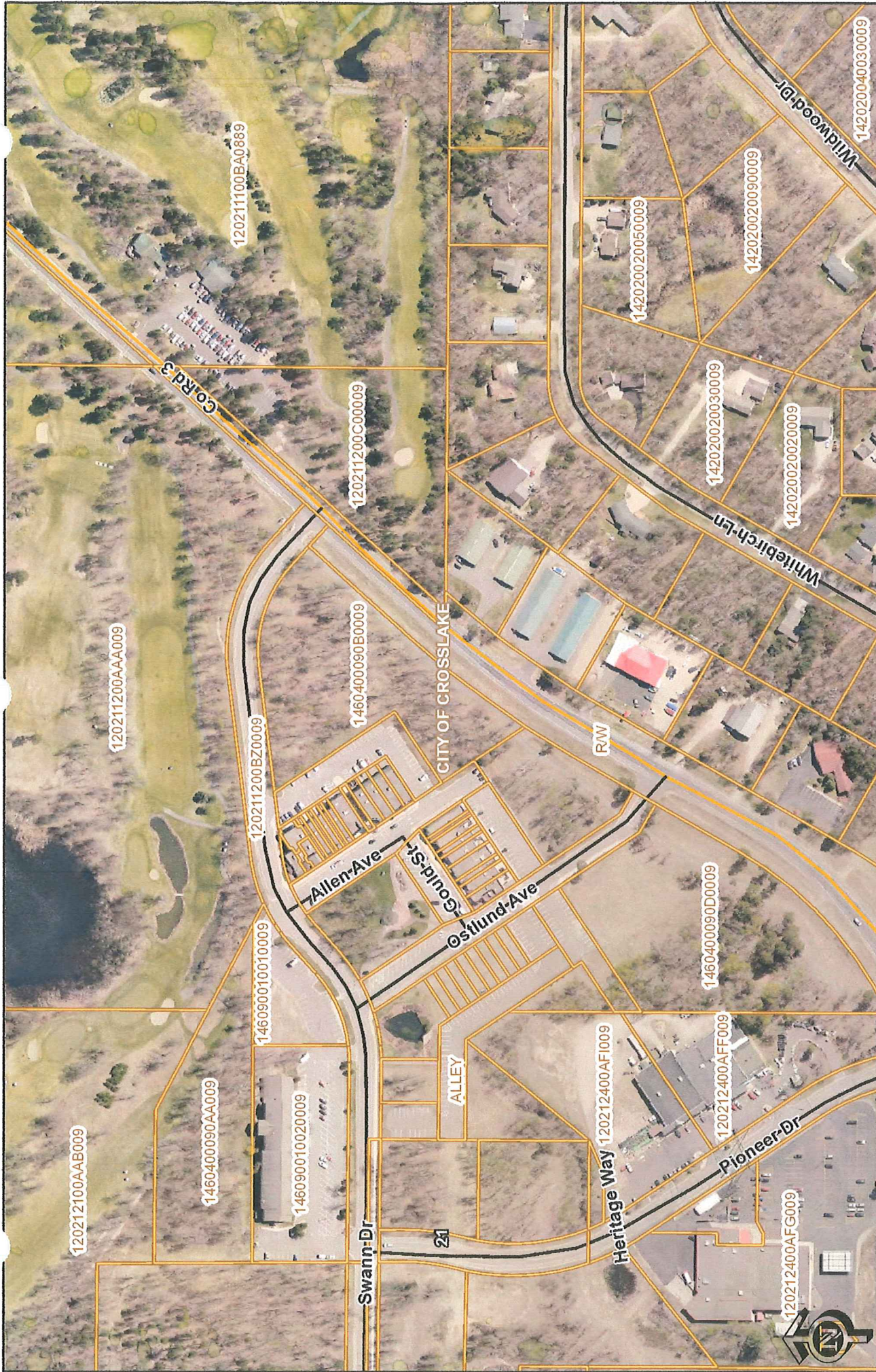
STATE OF MINNESOTA)
)ss.
COUNTY OF CROW WING)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Patty Norgaard and Charlene Nelson, the Mayor and City Clerk of the City of Crosslake, a municipal corporation, on behalf of the City.

Notary Public

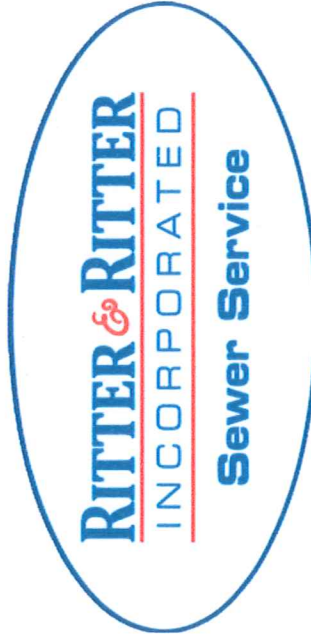
Tax statements for the real property described in this instrument should be sent to (include name and address of Grantee): No change in taxpayer

THIS INSTRUMENT WAS DRAFTED BY:
J. Brad Person
BREEN & PERSON, LTD.
P. O. Box 472
Brainerd, Minnesota 56401
218/828-1248



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.





1630 - 91st Avenue NE, Suite 110
Blaine MN 55449

Phone 218-927-3138
E-mail joy.larsen@ritterinc.net

Quote: Sanitary Sewer Cleaning

ITEM	UNIT	EST QTY	UNIT PRICE	AMOUNT
Combination Machine Cleaning	LF	25,000	\$ 0.67	\$ 16,750.00
Lift Station Cleaning	EA	7	\$ 150.00	\$ 1,050.00
Total Quote				\$ 17,800.00

Joy Larsen-Ritter
CEO
7/19/2017

G.4.b.



Real People. Real Solutions.

G. 4. C.
1960 Premier Drive
Mankato, MN 56001-590C

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

August 3, 2017

**BID EVALUATION FOR THE
WASTEWATER TREATMENT FACILITY IMPROVEMENTS
CROSSLAKE, MINNESOTA**

Five (5) bids were received on August 1, 2017 for the construction of the Crosslake Wastewater Treatment Facility Improvements. The bids for the Wastewater Treatment Plant ranged from a low base bid of \$2,227,000 to a high of \$2,699,400 as shown on the attached bid tabulation. The low bidder was Eagle Construction Co., Inc. of Little Falls, Minnesota.

The attached Bid Tabulation reveals all bids were within approximately fifteen (15) percent of the low bidder. The second, third and fourth place bidders were all within approximately five (5) percent of the low bidder. Therefore, we feel the specifications were not restrictive to force a non-competitive bid situation.

The bids did exceed the original cost estimate of \$1.4 million including contingencies. A clarifier splitter box and related piping was added to the scope for an estimated \$100,000 to allow for future clarifier expansion for a total of \$1.5 million. The cost increase appears to be a combination of factors related to scope creep on the electrical and controls and general pricing increases in this market sector. The electrical costs in particular appear to be significantly higher than estimated. However multiple electricians were holding plans so this does not appear to be from lack of competition.

The specifications and bid documents did not contain any wording or ambiguities so as to force the Contractor to build in additional contingencies. The high number of bids received indicates there was significant interest in this project. Therefore, we feel that the bids received were competitive and responsive and rebidding of the project would not provide any cost savings without a substantial change in scope. The project is however a basic project with an equalization tank, well tank and electrical and controls. These have all been proven critical needs in the last few months of summer operation.

The lowest responsive bid for this project was received from Eagle Construction Co., Inc. Eagle Construction Co., Inc. specializes in water and wastewater treatment plant construction. They have successfully constructed numerous wastewater treatment facility projects for various communities, including the City of Bemidji and the Camp Ripley Facility.

Eagle Construction Co., Inc. is experienced in the type of work required for this project and has fulfilled the bidding and contract requirements. Therefore, we recommend that the bid from Eagle Construction Co., Inc. be accepted assuming adequate financing is available.

Respectfully Submitted,

BOLTON & MENK, INC.

John Graupman, P.E.
Principal Environmental Engineer

Enclosure – Bid Tabulation



**BOLTON
& MENK**

Real People. Real Solutions.

BID TABULATION

Project Location: Crosslake, MN
Project Title: WWTF Improvements

Bid Day/Date: Tuesday, August 1, 2017
Bid Time: 1:00 p.m.

Project No.: M25.113425
Addendum(s): No. 1 – 7/18/2017
No. 2 – 7/27/2017

BIDDERS		TOTAL PROJECT BASE BID PRICE
1.	Eagle Construction Co., Inc. 515 9 th Avenue NW Little Falls, MN 56345	\$2,227,000
2.	Gridor Construction, Inc. 3990 27th Street SE Buffalo, MN 55313	\$2,347,000
3.	MN Mechanical Solutions 313 34th Avenue South Waite Park, MN 56387	\$2,375,000
4.	Magney Construction, Inc. 1401 Park Road Chanhassen, MN 55317	\$2,375,400
5.	Rice Lake Construction Group County Road 12 Deerwood, MN 56444	\$2,699,400

Quote

G.4. d.

Colonial Masonry
P.O. Box 184
Crosslake, MN 56442
218-821-2667

Date: 07/26/2017
Quote No.: 10065

Bill To:
City of Crosslake
City Hall Sidewalks

Qty	Description	Unit Price	Total
1	Removal of existing concrete done by City		
1	Front side - sidewalk - 4000 lb. exterior		
1	Approx. 10' x 85' = 850 sq. ft		
1	6' x 9' = 114 sq. ft		
0	8' x 11' = 88 sq. ft.		
1	1052 total sq. ft.	\$4,471.00	\$4,471.00

Qty	Description	Unit Price	Total
1	Removal of existing, done by city		
1	Back side - sidewalk - 4000 lb. exterior		
1	Approx. 10' x 84' = 840		
1	22' x 5' = 110		
1	13' x 10' = 130		
1	8' x 25' = 200		
1	5' x 5' = 25		
1	1305 total sq. ft.	\$5,546.00	\$5,546.00

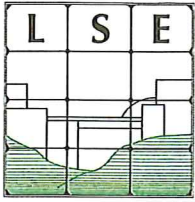
Total \$10,017.00

Thank you for your business.

ESTIMATE

Estimate Number: 5325

Any questions, feel free to contact me at 612-414-4339 - Brian Dawber



LSEngineers, Inc

July 27, 2017

John Graupman
Bolton & Menk
1960 Premier Drive
Mankato, MN 56001

**Re: Joint City/County Maintenance Facility
Salt/Sand Storage Building Investigation
Crosslake, MN**

Dear John:

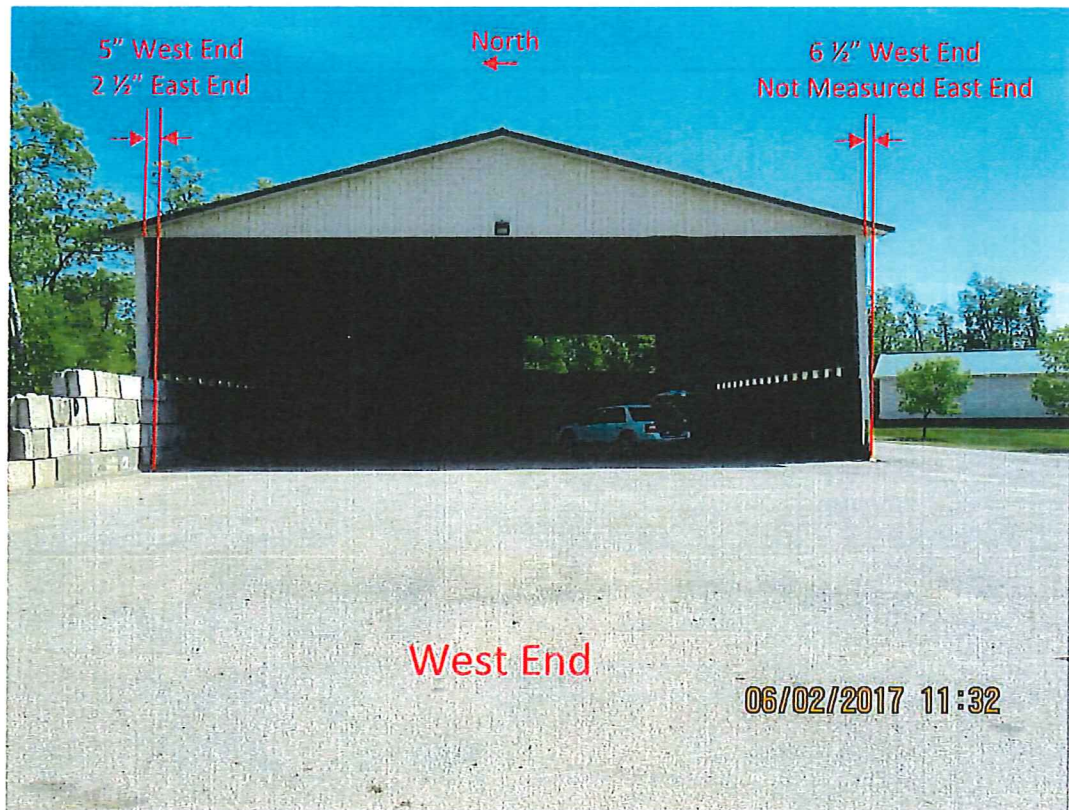
At your request, I visited the referenced building located adjacent the Crosslake Wastewater Treatment Facility.

The purpose of my visit was to observe the building and give an opinion on the building condition relative to the noticeable leaning of the buildings side walls.

Observations

- The building is a pole style building and according to existing drawings was built in 2003.
- The building is 128 feet east/west by 72 feet north/south.
- There are 8 1/4" x 9" wood columns at 4'-0" on center along the north and south side walls and part of the east end wall. The columns are 22 feet tall.
- There is no wall at the west end and the east end has approximately 40 feet of full height wall on the north side (approximately 30 foot wide x 22 foot tall opening at the south side).
- There are 2-ply pre-engineered wood trusses that span north/south and bear on top of the side wall wood columns at the north and south.
- There is two layers of plywood on the interior side of the walls up to 8 feet above the interior floor. It is my understanding that the salt is piled up to the top of the plywood and slopes to a peak at the center of the building.
- The building is split into two halves with a segmental concrete bunker system.
- The salt was removed from the side walls to allow the entire interior side of the wall to be observed.

- The west end of the building is leaning noticeably to the north (5 to 6 ½ inches). The east end is leaning to the north as well (2 ½ inches), however, it is not as severe. See picture below.



Dimensions were taken using a vertical laser and tape measure and are approximate.

Discussion and Recommendations:

The building has a severe lean in the northward direction. The leaning of the structure causes the columns' capacity to support vertical load from the roof trusses and lateral load from the salt pile to be greatly diminished. So much so, that in its present condition, the columns do not have adequate capacity to support just the code required roof load. Even without salt piled against the side walls, the columns do not have enough allowable strength to support code required snow loads and self-weight.

I understand that the idea of removing the salt load from the building sidewalls by installing free standing concrete bunkers has been mentioned. However, due to magnitude the existing lean, the building is likely to progress to the north even if the salt is removed from the sidewalls.

It is my opinion that the building can no longer safely support code required loads and should no longer be used.

I recommend that the building be taken down or corrective actions be taken to bring the building back to plumb. If repairs are performed, I recommend that they be designed by an engineer well experienced with pole style construction and that a

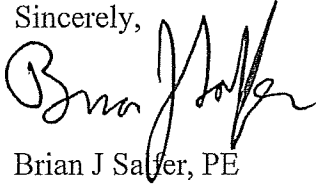
thorough review and analysis of the building structural systems and foundation be performed.

Limitations

Our observations and opinions are limited to the structure reasonably accessible and observable. Specific information relative to some structural elements is not available. Our observation does not express or imply any warranty of the structure or its original design.

Please advise if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Salfer", written over the printed name.

Brian J Salfer, PE