

**AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, MARCH 11, 2024
7:00 P.M. – CITY HALL**

A. CALL TO ORDER

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

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

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

1. Police Report for Crosslake – February 2024
2. Police Report for Mission Township – February 2024
3. Fire Department Report – February 2024
4. Planning & Zoning Meeting Minutes of December 15, 2023
5. Parks & Recreation/Library Commission Minutes of January 24, 2024
6. Waste Partners Recycling Report for January 2024
7. Approval of F.I.R.E. Invoices
8. Bills for Approval

D. MAYOR’S AND COUNCIL MEMBERS’ REPORT

1. Request for Donation from Community Care N Share Café (**Council Action-Motion**)
2. Encroachment Agreement Between City and Dale Lange (**Council Action-Motion**)
3. Request from Dale Lange for Vacation Application Refund (**Council Action-Motion**)
4. Tim Bray – Crow Wing County Customer Fuel Sales Agreement Between Crow Wing County and City of Crosslake (**Council Action-Motion**)
5. Memo dated March 6, 2024 from City Clerk Re: Ordinance Amendment 386 Short-Term Home Rental Licensing (**Council Action-Motion**)

E. CITY ADMINISTRATOR’S REPORT

1. Proposals for Services to Recruit City Administrator (**Council Action-Motion**)
 - a. Permanent Recruitment Terms of Business from BLAEDC
 - b. Letter dated February 23, 2024 from David Drown Associates Re: City Administrator Search Proposal
2. Memo dated March 6, 2024 from City Clerk Re: Proposed Change to City Code, Chapter 4, Alcoholic Beverages (**Council Action-Motion**)
 - a. Letter dated 3/4/24 from Michael Stone Re: Request to Change Ordinance
 - b. Letter dated March 7, 2024 from Crosslake Lutheran Church Re: Change to Ordinance
3. Memo dated March 7, 2024 from City Clerk Re: 2024-2025 Fire Service Contracts (**Council Action-Motion**)

4. Event Emergency Preparedness/Crisis Management Plan for March 16, 2024, St. Patrick's Day Parade and Celebration (Council Information)

F. COMMISSION REPORTS

1. PUBLIC SAFETY
 - a. Memo dated March 11, 2024 from Chief Maier Re: Surplus Equipment (Council Action-Motion)
 - b. Memo dated March 11, 2024 from Chief Maier Re: Part-Time Officer Wage (Council Action-Motion)
2. PARK & RECREATION/LIBRARY
 - a. Approval of Program and Facilities Coordinator Job Description (Council Action-Motion)
 - b. Discuss Interim Wage Increase for Part-Time Employee Performing Program and Facilities Coordinator Job Duties (Council Action-Motion)
3. PLANNING AND ZONING
 - a. Recommended Changes to Planning & Zoning Fee Schedule (Council Action-Motion)
 - b. Direction for Planning & Zoning to Proceed with Proposed Changes to Chapter 26, Land Use, Accessory Structures Land Use Tables (Council Action-Motion)
 1. Current Ordinance
 2. Proposed Ordinance
4. PUBLIC WORKS/CEMETERY/SEWER
 - a. Motions Made by Public Works Commission for City Council to Consider
 1. Letter dated February 5, 2024 from Bolton & Menk Re: Proposal for Milinda Shores Bridge Wingwall Repairs (Council Action-Motion)
 2. Letter dated February 29, 2024 from Phil Martin Re: Proposal for Professional Engineering Services – Harbor Lane Improvement (Council Action-Motion)
 - b. Approval of Pinewood Cemetery First Addition Plat (Council Action-Motion)
 - c. Memo dated March 7, 2024 from City Clerk Re: Increased Cost of Cemetery Plots (Council Action-Motion)

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H. CITY ATTORNEY REPORT

I. NEW BUSINESS

J. OLD BUSINESS

K. ADJOURN

C.I.



Crosslake Police Department
 Monthly Report: February 2024

911 Hangup	2	Theft	3
Agency Assist	11	Traffic Arrest	7
Alarm	8	Traffic Warning	118
Animal Complaint	4	Traffic Citation	11
ATV	4	Vulnerable Adult	1
Background	1	Welfare Check	7
Civil Problem	5		
Criminal Sexual Conduct	1		
Death	1		
Disturbance	5		
Domestic	1		
Driving Complaint	2		
EMS	26		
Fireworks	1		
Found Property	1		
Gun Permits	2		
Harass Communications	4		
Hazard In Road	3		
Information	2		
Intoxicated Person	1		
Lost Property	1		
Missing Persons	1		
Motorist Assist	1		
Parking Complaint	2		
Property Damage Accident	2		
Public Assist	6		
Suspicious Activity	1		
Suspicious Person	1		
Suspicious Vehicle	2	TOTAL	255

C.2.



Crosslake Police Department
Mission Township
Monthly Report: February 2024

Agency Assist	4
Driving Complaint	1
EMS	1
Housewatch	1
Motorist Assist	1
Traffic Arrest	1
Traffic Citation	12
Traffic Warning	49

TOTAL: 71



Crosslake Fire Department

Date: February 2024

C. 3.

Description of Incident	Incidents	
	Calls	YTD
3 - Rescue & Emergency Medical Services		
311 - Medical Assist - Assist EMS Crew	28	60
300 - Rescue, EMS Incident		
322 - Motor Vehicle Accident with Injuries		
324 - Motor Vehicle Accident with No Injuries		
351 - Remove from Elevator		
341/361/362 - Search for Person/Water Rescue/Ice Rescue		
Total:	28	60
1 - Fire		
111 - Building Fire		
111 - Building Fire (Mutual Aid)	1	1
112/118/113/114/123/151 - Fire Other / Chimney Fire		1
141/142/143 - Forest, Woods, Brush, Grass Fire		
130/131/134/138/142 - Mobile Property/Automobile Fire/Off Road Vehicle		1
Total:	1	3
4 - Hazardous Condition (No Fire)		
411 - Gasoline or other Flammable Liquid Spill		
412 - Gas Leak (Natural Gas or LPG)		1
424 - Carbon Monoxide Incident		
444 - Power Line Down/Trees on Road		
445 - Arcing, Shorted Electrical Equipment		
Total:	0	1
5 - Service Call		
561 - Unauthorized Burning	1	1
531/521 - Smoke or Odor Removal / Water Problem		
542/550/553 - Public Service/ Public Assist / 571 - Standby	2	7
551 - Agency Assist	2	4
Total:	5	12
6 - Good Intent Call		
611 - Dispatched and Cancelled en route	4	5
600/631 - Good Intent Call/Authorized Burning		
651/652 - Smoke scare, Odor of smoke		1
661 - EMS Party Transport - Aircare - Traffic Control		
Total:	4	6
7 - False Alarm & False Call		
735/740/743/740/745 - Smoke Detector Activation - No Fire		
746 - Carbon Monoxide Detector Activation - No CO		
731 - Sprinkler Activation due to Malfunction		
Total:	0	0
8 - Severe Weather & Natural Disaster		
814 - Lightning Strike (No Fire)		
813/815 - Wind Storm/Severe Weather Standby		
Total:	0	0
Total Incidents:	38	82



C.4.

STATED MINUTES

City of Crosslake Planning Commission/Board of Adjustment

December 15, 2023
9:00 A.M.

Crosslake City Hall
13888 Daggett Bay Road
Crosslake, MN 56442

1. Present: Chair Mark Wessels; Vice-Chair Bill Schiltz; Mark Lindner; Jerome Volz; Kristin Graham; Alternate Joel Knippel; Alternate David Fuhs and Liaison Council Member Aaron Herzog

Absent: None

Staff: Peter Gansen, Planning & Zoning Administrator and Cheryl Stuckmayer, Planner-Zoning Coordinator

2. 11-17-2023 Minutes – **Motion by Lindner; supported by Wessels to approve the minutes as written. All members voting “Aye”, Motion carried.**

VARIANCE APPLICATIONS

Staff does not make decisions as to whether a variance application gets approved or denied.

Staff's job is to inform the applicant of the requirements for submitting a variance, assess whether the application is complete when it is submitted and then presenting the facts of the application to the Planning Commission/Board of Adjustment (PC/BOA).

The PC/BOA determines whether they approve or deny an application at the public hearing as per Minnesota Statue 462 and the Crosslake Land Use Ordinance.

Through the process, staff does try to recommend different solutions and gives their opinion as to whether the PC/BOA may approve or deny the application, but they cannot reject a completed application. Even if staff feels that the application may be denied by the PC/BOA, they are obligated to accept the application and bring it to the PC/BOA. Should staff reject a completed application, they would open the city up to being sued by the applicant.

Every property owner has the right to ask for a variance per Article 8 of the Land Use Ordinance. Anyone that feels the PC/BOA has erred and would like to appeal their decision, also have the right to Appeal that decision per Article 8 of the Land Use Ordinance.

3. Old Business-Variences are heard on their individual requests, past variences hold no precedents. Commissioners may table the request if needed and an applicant can withdraw their request. If the variance(s) is/are approved, all existing nonconformities will be eliminated and will hereafter be required to follow the variance decision. If a variance is denied the applicant can rebuild the nonconformity as is per the Crosslake Ordinance.

3.1 None

December 15, 2023 Planning Commission/Board Of Adjustment Meeting

4. New Business
 - 4.1 Greg & Barbara Johson - Variance for lake setbacks & After-the-Fact Variance for ROW setback & size
 - 4.2 Matthew J Gallaway – Ordinance Amendment
 - 4.3 Consider revisions to Chapter 26, Land Use of the City of Crosslake Code of Ordinance
5. Other Business
 - 5.1 Staff report
6. Open 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 PC/BOA meeting. Speakers must state their name and address. Each speaker is given a three minute time limit.
7. Adjournment

**Greg & Barbara Johnson
14360511**

Wessels announced the variance request. Gansen read the variance request, notices sent out per city ordinance and Minnesota State Statute 462 requirements, project details, impervious percentage, stormwater management plan (SWMP) submitted, septic system design submitted, 2 comments received, and history of the parcel into the record. Gansen also read the After-the-Fact Variance request for an existing garage at a road right-of-way setback of 34.4 and a 28.4x28.5 structure size per survey dated 11-16-2023 into the record. Gansen stated that at the on-site yesterday, December 14, 2023, he had clarified that a 100 foot lake setback is required due to the Recreational Development (RD) classification, which are usually smaller type lakes, and is shown on the certificate of survey in the packet. Discussion was held with commissioners, P&Z administrator, owner, and builder on items such as: the wetland that exists and looks like a yard today; wetland fill not allowed when contiguous with the lake or very little through the county process; the need to go by wetland rules for setback and drainage; meet the flood elevation and floodplain requirements (Johnson, the builder-building proposed at 1210); existing elevations versus proposed; poured concrete as foundation; DNR calls out a 100 foot lake setback versus the General Development (GD) 75 foot lake setback-assuming the reason is to protect the lake; the stormwater can not go directly into the wetland with Gansen verifying that. Gansen stated at the DRT meeting with the applicant, it was pointed out several times that there is a conforming building site and the ask/proposal can be enjoyed in the conforming location; a move back would be easy and the project would then use the building envelope; DNR setback requirements should be met when there is the opportunity to do so; the current proposal is so close to sensitive areas; a professional SWMP is needed; plenty of room to move back. Wessels invited Johnson, the applicant/owner, to the podium. Johnson, owner, stated that the old road location allows a connection with his neighbors, it gives visibility to see other neighbors, he also stated at the on-site that he is asking for a variance so that he can see the sunset which is very important. Wessels opened the public hearing with no response; therefore, the public hearing was closed. A statement was made that if this is denied and a new application would be applied for, a professional SWMP and the dirt cut-n-fill should be a part of the application. Gansen explained that there are also some after-the-fact items that will need to be addressed as part of a city housekeeping, cleanup process, due to the findings on the Certificate of Survey dated 11-16-2023 and will have individual findings. Gansen stated that a permit was pulled for the garage, but a survey was not needed at the time and now this survey shows there are some nonconforming items. Wessels opened the public hearing for the after-the-fact variance with no response, so the public hearing was closed. Wessels asked if any of the commissioners had additional questions, but none were forthcoming. Wessels requested Gansen to initiate the findings of fact procedure with the board members deliberating and responding to each question.

December 15, 2023 Action:

Motion by Volz; supported by Wessels to deny the variance for:

- Lake setback of 82 feet where 100 feet is required to proposed dwelling
- Lake setback of 77 feet where 100 feet is required to proposed deck

To construct:

- 2,507 square foot dwelling with a covered porch
- 331 square foot deck

All members voting “Aye”, Motion carried.

December 15, 2023 Planning Commission/Board Of Adjustment Meeting

Motion by Lindner; supported by Schiltz to approve the after-the-fact variance for:

- Road right-of-way setback of 34.4 feet where 35 feet is required to existing garage
- 28.4 x 28.5 existing garage per survey where 28x28 was permitted

Per the findings of fact as discussed, the on-site conducted on 12-14-2023 and as shown on the certificate of survey received at the Planning & Zoning office dated 11-16-2023 for property located at 17181 Greer Lake Road, City of Crosslake

Findings: See attached/packet

All members voting “Aye”, Motion carried.

**Matthew J Gallaway
14320764**

Wessels announced the ordinance amendment request, which would be a recommendation to the city council if the commissioner's motion to accept the request. Gansen read in detail the ordinance amendment request, and one comment received into the record. A discussion was held on: the location of the lot and that this lot makes sense; all larger lots may not be the location to do 2 acre lots; 5 acre lots are very desirable; larger lots will hold lot cost & value higher; location of various sized lots within the city; history of some of the lot sizes within the city; good use of the land for single family homes; repercussion on neighboring existing owners; walking path in neighboring parcel-Gallaway understands and is good with it; possible plat screening requirements when/if the plat is brought before the commissioners. Gansen stated this size is in the comprehensive plan but did not make it into the ordinance; 5 acre lots were desired at the time when the ordinance was approved; this gets recommended to the city council so there is not spot zoning within Crosslake; not asking for 2 acre size lots now, but the opportunity to do so if the ordinance is changed; a Land Use Map Amendment for this parcel would be the next step if the ordinance is changed; the area appears to handle the 2 acre lot size since there are 2 acre parcel sizes present now; other locations may not be viable because there are larger lots currently in that area. Gansen stated, no lot size variances should be given per Jason Kuboushek of Iverson Reuvers; Gansen and the applicant looked at the comprehensive plan and 2 acres are in the comprehensive plan; the comprehensive plan does not get updated every year; if recommendation is approved it goes to the city council; if city council denies it then it can be appealed. Wessels opened the public hearing forum. Nevin of South Landing stated, there are smaller lots in this area, look down the road where they may want smaller than 2 acres and now, they are locked into 2 acres. Wessels invited Gallaway, the applicant/owner, to the podium. Gallaway stated that 2+ acres is what is proposed, but 1 acre lots are fitting as well, perfect location for smaller lots. Fuhs of Harbor Lane stated he is in favors of 2 acre lots. Wessels closed the public hearing forum. Wessels asked if any of the commissioners had additional questions, but none were forthcoming. Wessels requested Gansen to initiate the findings of fact procedure with the board members deliberating and responding to each question.

December 15, 2023 Action:

Motion by Lindner; supported by Graham to recommend to the city council the approval for the ordinance to be amended to include a Rural Residential 2 (RR2) district

All members voting "Aye", Motion carried.

Other Business:

Staff report

1. Accessory Structures

Discussion on accessory structure ordinance changes to recommend to the city council consisting of: size of accessory structure, conditional use permits (CUP) requirements; CUP for all commercial for additional control through conditions set; no trailer containers allowed; see Gansen's handouts attached below; change the last four columns on the first line under (2) Residential and Related Uses to CU; change the >1201 to >1200 on the second line of the Land Use Table; workshop discussion results; all commercial accessory structures no matter what size to require a CUP; follow these requirements/changes through out the Land Use Table and all accessory structure sections in the ordinance.

2. Fee Schedule

Discussion on the fee schedule to recommend to the city council consisting of: why increase the fees; what the fees are used for; the need to cover some of the city's costs; different city fees within the area; see Gansen's handout attached below; some items should reflect a higher fee; agreed to move ahead with the current suggestions and address another fee change in the future.

December 15, 2023 Action:

Motion by Wessels; supported by Schiltz to recommend to the city council the approval for the ordinance and fee schedule amendments as Gansen presented and to include the changes discussed.

All members voting "Aye", Motion carried.

Open Forum:

1. There were no open forum items

Matters not on the Agenda:

1. There were no matters not on the agenda

Motion by Volz; supported by Wessels to adjourn at 11:25 A.M.

All members voting "Aye", Motion carried.

Respectfully submitted,

Cheryl Stuckmayer

Cheryl Stuckmayer
Planner-Zoning Coordinator

DISTRIRCTS

PART I - CODE OF ORDINANCES NO PUBLIC HEARING
Chapter 26 - LAND USE

opportunities for the residents of the community, allow for the production and manufacture of goods and products, provide for the retail display and sale of the goods and products manufactured on the site with other related products or services, and provide professional contractor services and related office uses.

(7) Sensitive Shoreland (SS). The purpose of this district is to accommodate limited residential uses, agricultural uses, and forest management activities within the shoreland protection zone while conserving sensitive land areas on which more intensive development would adversely affect water quality, wetlands, lakes, shorelines, slopes, wildlife habitat, biological ecosystems, or scenic and natural values. Density is decreased and performance standards established in order to minimize disturbance of soils and vegetation in the shoreland district, to prevent damage from erosion, floods, siltation and water turbidity, to prevent the loss of vegetation, fish, wildlife and natural habitat, to protect the quality of ground and surface waters, and to conserve natural and scenic areas in the shoreland protection zone. This district can only be designated in shoreland areas determined to be sensitive by the City Council.

Sec. 26-281 Land Use Tables

The following table establishes the permitted, conditional, and allowed uses within the land use districts of the City. Any uses not listed in these tables are prohibited.

For the purposes of this table:

- “P” means a use requiring a permit
“PP” means a use requiring a permit with performance standards
“CU” means a use requiring a conditional use permit
“I” means an interim use
“A” means a use that is allowed without a permit but may have performance standards
“SD” means a shoreland district
“RR-5” means a rural residential district—5 acre minimum lot size
“WC” means a waterfront commercial district
“LC” means a limited commercial district
“DC” means a downtown commercial district
“C/LI” means a commercial/light industrial district
“SS” means a sensitive shoreland district

LAND USE TABLES	S D	RR 5	S S	L C	D C	W C	C L
(1) Agricultural Uses							
Farm buildings (barns, silo, hay shed, etc.)	P	P	P	P			
Farmland: Crop growing and harvesting	A	A	A	A			
Farmland: Livestock, poultry use, including related buildings	A	A		A			
Forest land: growth, harvest	A	A	A	A		A	A
(2) Residential and Related Uses							
Accessory structure ≤ 2500 sq ft (see Article 36)	P	P	P	P	P	P	P
Accessory Structure >2500 sq ft (See article 36)	CU	CU	CU	P	P	P	P
Auxiliary quarters/cottage - 24' or wider	PP	PP	PP	PP	PP	PP	PP
Controlled access lot							
Energy systems assoc. with a principal use (i.e. solar collectors and wind generators under 50KW)*	P/CU*	P		P		P/CU*	P
Garage/Yard Sales (Maximum 3 per calendar year)	A	A	A	A	A	A	A
Group home, detention or correction home (including detoxification center, rehabilitation home, etc.)	CU	CU	CU	CU		CU	
Home business	CU	CU		PP	PP	CU	PP
Home occupation	A	A	A	A	A	A	
Home: assisted living, nursing, supportive care	CU	CU		CU	CU		
Meteorological test station for wind energy conversion systems (WECS)	I	I		I		I	I
Mobile home park or development		CU					
Multi-family dwelling	CU	CU		CU	CU	CU	
Portable or temporary storage structure	P	P	P	P	P	P	P
Single-family dwelling—24' or wider	P	P	P	CU	CU	CU	CU
Two-family dwelling—duplex	CU	P	CU	CU	CU	CU	
Water-oriented accessory structures	P					P	
(3) Recreational Uses							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
(4) Civic, Educational and Institutional Uses							
Athletic field/stadium; arena				CU			
Cemetery	A	A		A			
Church/Synagogue	P	P	P	P	P	P	
Transient Camps, Church Camps	CU	CU				PP	

*--Type of Permit depends on wind energy tower height and power output

PROPOSED CHANGES REQUIRING CUP FOR ALL ACCY BLDG OVER 1201sqft

PART I - CODE OF ORDINANCES

Chapter 26 - LAND USE

opportunities for the residents of the community, allow for the production and manufacture of goods and products, provide for the retail display and sale of the goods and products manufactured on the site with other related products or services, and provide professional contractor services and related office uses.

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“A”	means a use that is allowed without a permit but may have performance standards
“SD”	means a shoreland district
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“SS”	means a sensitive shoreland district

LAND USE TABLES	SD	RR 5	SS	LC	CD	WC	LC/LI
(1) Agricultural Uses							
Farm buildings (barns, silo, hay shed, etc.)	P	P	P	P			
Farmland: Crop growing and harvesting	A	A	A	A			
Farmland: Livestock, poultry use, including related buildings	A	A		A			
Forest land: growth, harvest	A	A	A	A		A	A
(2) Residential and Related Uses							
Accessory structure < 2500 sq ft (see Article 36)	P	P	P	P	P	P	P
Accessory Structure > 1201 sq ft (See article 36)	CU	CU	CU	CU	CU	CU	CU
Auxiliary quarters/cottage - 24' or wider	PP	PP	PP	CU	CU	CU	CU
Controlled access lot							
Energy systems assoc. with a principal use (i.e. solar collectors and wind generators under 50KW)*	P/CU*	P		P		P/CU*	P
Garage/Yard Sales (Maximum 3 per calendar year)	A	A	A	A	A	A	A
Group home, detention or correction home (including detoxification center, rehabilitation home, etc.)	CU	CU	CU	CU		CU	
Home business	CU	CU		PP	PP	CU	PP
Home occupation	A	A	A	A	A	A	
Home: assisted living, nursing, supportive care	CU	CU		CU	CU		
Meteorological test station for wind energy conversion systems (WECS)	I	I		I		I	I
Mobile home park or development		CU					
Multi-family dwelling	CU	CU		CU	CU	CU	
Portable or temporary storage structure	P	P	P	P	P	P	P
Single-family dwelling—24' or wider	P	P	P	CU	CU	CU	CU
Two-family dwelling—duplex	CU	P	CU	CU	CU	CU	
Water-oriented accessory structures	P					P	
(3) Recreational Uses							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
(4) Civic, Educational and Institutional Uses							
Athletic field/stadium; arena				CU			
Cemetery	A	A		A			
Church/Synagogue	P	P	P	P	P	P	
Transient Camps, Church Camps	CU	CU				PP	

*--Type of Permit depends on wind energy tower height and power output

PLANNING AND ZONING – FEE SCHEDULE

Subd. 8. Fees. The Council shall adopt the following schedule of fees for all permits and other services. No permit shall be issued or request brought before the Board of Adjustment or Planning and Zoning Commission until the fees are paid. Applications received after work has progressed shall require the payment of an additional fee as adopted in the schedule of fees to cover the additional costs of investigation. This fee shall be required whether the permit is issued or not.

TYPE OF PERMIT	PERMIT FEE
<u>RESIDENTIAL NEW CONSTRUCTION (not including accessory structure or addition)</u>	
• Up to 1,000 sq. ft. ground cover	\$250 350
• 1,001-2,000 sq. ft. ground cover	\$500 850
• 2,001-3,000 sq. ft. ground cover	\$750 1,000
• 3,001-4,000 sq. ft. ground cover	\$1,000 1,350
• Each additional 1,000 sq. ft. ground cover	\$250 350
<u>RESIDENTIAL ACCESSORY STRUCTURE OR ADDITION</u>	
• Up to 100 sq. ft. ground cover	\$25 50
• 101-200 sq. ft. ground cover	\$100 150
• 201-400 sq. ft. ground cover	\$125 175
• 401-600 sq. ft. ground cover	\$175 250
• 601-1,000 sq. ft. ground cover	\$250 325
• 1,001-2,000 sq. ft. ground cover	\$300 350
• Each additional 1,000 sq. ft. ground cover	\$100 325
<u>COMMERCIAL NEW CONSTRUCTION (not including plan review/not including accessory structure or addition)</u>	
• Up to 1,000 sq. ft. ground cover	\$400 500
• 1,001-2,000 sq. ft. ground cover	\$500 850
• 2,001-5,000 sq. ft. ground cover	\$750 950
• 5,001-10,000 sq. ft. ground cover	\$1,000 1,050
• 10,001 sq. ft. and greater ground cover	\$1,250
• Each additional 1,000 sq. ft. ground cover	\$500
<u>COMMERCIAL ACCESSORY STRUCTURE OR ADDITION (not including plan review)</u>	
• Up to 100 sq. ft. ground cover	\$50 150
• 101-400 sq. ft. ground cover	\$100 250
• 401-1,000 sq. ft. ground cover	\$300 500
• 1,001-2,000 sq. ft. ground cover	\$400 850
• 2,001-5,000 sq. ft. ground cover	\$500 950
• 5,001-10,000 sq. ft. ground cover	\$750 1,050
• 10,001 sq. ft. and greater ground cover	\$1,000
• Each additional 1,000 sq. ft. ground cover	\$500
<u>ACCESSIBILITY PLAN REVIEW</u>	\$40 100/hour (1hr. minimum)

<u>ADMINISTRATION FEE</u>	\$50 75 / hour (1hr.minimum)
<u>DEVELOPEMENT REVIEW/DRT FEE</u>	\$75 / hour (1hr.minimum)
<u>AFTER-THE-FACT</u>	3 5x 's application fee
<u>APPEAL TO P&Z COMMISSION OR CITY COUNCIL</u>	\$500 750
<u>APPLICANT'S REQUEST FOR SPECIAL MEETING</u>	\$500 750
<u>CELL TOWER ANTENNA</u>	\$300 750
<u>COMMERCIAL CHANGE OF USE PERMIT</u>	\$100 150
<u>CONDITIONAL USE PERMIT (including amendments)</u>	
• Residential	\$500 750
• Commercial	\$500 750
<u>DEMOLISH/REMOVE BUILDING</u>	\$50
<u>FENCE</u>	\$75
<u>LAND ALTERATIONS</u>	\$150 250
<u>ON-SITE SIGN</u>	
• Residential/Home Occupation	\$25
• Commercial	
* Permanent	\$50 100
* Temporary (Up to 60 days)	No fee
• E-911 Sign/Address Fee	\$100 150
• E-911 Sign/Address Replacement Fee	\$55 75
<u>SEPTIC: Upgrade/New System</u>	
• Residential	\$250 350 + cost of review/inspection
• Commercial	
* Small Flow System (< 1,000 gal/day)	\$350 450 + cost of review/inspection
* Large Flow System (> 1,000 gal/day)	\$425 575 + cost of review/inspection
<u>SUBDIVISIONS</u>	
Metes and Bounds (if handled over the counter)	\$100 200 + \$75 100 per lot
(if commission/council approval is required)	\$400 800 + \$75 100 per lot
Preliminary Residential Plat	\$500 800 + \$100 per lot
Final Residential Plat	\$500 800 + \$25 50 per lot
Preliminary Commercial Plat	\$750 1250 + \$150 200 per lot
Final Commercial Plat	\$750 1250 + \$50 100 per lot

Lot Line Adjustment	\$100 200 per adjustment
Lot Consolidation	\$100 200 per consolidation

PARK DEDICATION FEES \$1500 **1850** per new lot

Sec. 44-402. Required; applicability.
 (a) The developer of a subdivision shall dedicate ten percent (10%) of his buildable land as measured pre-plot to the public for park purposes, or, at the option of the city council, shall pay the city an amount equal to \$1,500.00 **1,850.00** per lot for a commercial- or industrial-zoned subdivision and \$1,500.00 **1,850.00** 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.
 (b) This section shall apply to all land subdivisions, including land subdivided by metes and bounds description.

TEMPORARY STRUCTURES \$50

VARIANCE

- Residential \$500 **750**
- Commercial \$500 **750**

ZONING INFORMATION

- **Maps**
- * Road \$10
- * Zoning (11" by 17") \$5
- * Out-as-Shown (floodplain) \$50

ZONING MAP AMENDMENT \$500 **750**

ZONING ORDINANCE AMENDMENT \$350 **750** + Printing Costs

CERTIFICATION OF UNPAID CHARGES - Nothing in this section shall be held or construed as in any way stopping or interfering with the City's right to certify as unpaid service charges or assessments against any premises affected, any past due and/or delinquent fees, including interest and late fees. Each and every unpaid fee is hereby made a lien upon the lot, land, or premises served, and such charges that are past due and/or delinquent on October 15th of each year shall be certified to the Crow Wing County Auditor. The charges shall be collected and the collection thereof enforced in the same manner as county and state taxes, subject to like penalties, costs and interest charges. Upon certification to the County Auditor, any past due and/or delinquent fees shall be due and payable to the office of the County Auditor.

City Hall: 218-692-2688
Planning & Zoning: 218-692-2689
Fax: 218-692-2687



13888 Daggett Bay Rd
Crosslake, Minnesota 56442
www.cityofcrosslake.org

December 7, 2023
RE: Notice of Resignation

Mr Chair and Planning Commission members,

This letter is to inform you that I have accepted an offer of employment from the City of Breezy Point approved at their Dec 4th meeting for a work date to begin Jan 2.

I want to thank you for the opportunity to serve the Citizens of Crosslake for two years as the Planning and Zoning Administrator.

I have enjoyed working with the Crosslake Team, Planning Commission, Council and Citizens of Crosslake and plan on continuing to do so until the end of December. Please accept this notice of my formal resignation.

Please feel free to reach out if you have any questions.

Sincerely,

Peter Gansen
Planning & Zoning Administrator
13888 Daggett Bay Road
Crosslake, MN 56442
Phone: (218) 692-2689
E-Mail: pgansen@crosslake.net

C.5.

Crosslake Park, Recreation, and Library Commission Minutes

Wednesday January 24, 2024

Crosslake Community Center 2:00pm

Present: Chair Joe Albrecht, Heather Jones, Peter Graves, Ann Schrupp (via Zoom), Kera Porter, Kristin Graham, Parks and Recreation Director TJ Graumann, Parks and Recreation Manager Jane Monson

Not in attendance: May Jo Fritsvold

- I. Meeting was called to order at 2:00pm
- II. Approval of Agenda
Motion to approve agenda with addition of appointing a chair and secretary to new business.
Heather/Peter Favor: All Opposed: None

- III. Approval of Minutes
Motion to approve minutes of October 25, 2023 meeting with corrections.
Kristin/Kera Favor: All Opposed: None

IV. Old Business - None

V. New Business

- A) Appoint a Chair and Secretary – Thank you to Joe for his years of service on the commission. And Congratulations to Jane who is retiring in February after 23 years of service with Crosslake Parks and Recreation.

Motion to appoint Heather as Secretary
Heather/Peter Favor: All Opposed: None

Motion to appoint Peter as Chair
Kristin/Kera Favor: All Opposed: None

- B) Park Master Plan – Jim, a landscape architect with Bolton and Menk, joined the meeting via zoom. He presented us with a draft plan, including phases to help us in the cost planning. He had some questions for the commission. Hockey Rink questions were related to bleachers, players benches, and a penalty box. There was discussion and it was decided that we should add the players benches and penalty box and leave room for bleachers in the future. There was discussion about the skating ribbon. Do we want to stick with the ribbon? Other options are being considered, including a leisure rink on the East side of the Hockey rink. We also discussed the size and location of both possibilities. There was discussion about adding a splash pad to the plan. The current plan for pickleball courts is to add four to the west of the existing courts, which would

take out the current warming house (no one was upset about this). There were additional questions and discussion regarding the location of Pickleball and access to the new parking lot. Bathrooms were discussed, where they would go, would they be open all the time or only during business hours. There is a desire to make them available outside of the regular business hours. The Softball field will be moved to the NE and includes fenced dugouts in the plan presented to us. There would also be an additional parking lot near the softball field, which is also the trail head. We discussed maximizing additional parking, both by the softball field (24 spaces), and by the hockey rink (44 spaces). We may have to take one of the parking lot entrances out, and we request that one of the ADA parking spaces be moved closer to the dog park. The sledding hill will be moved to accommodate the new plan. We asked about storm water retention needs, it may be needed, but not sure at this point. Jim will check into code on the water retention, there is space if we need to add it. While looking at options for the leisure rink, we need to look at future needs and keep as much green space as possible. The timing and phases will need to be carefully considered and planned to limit disruption to other activities. The new warming house and pickleball courts will need to be done together. Bolton and Menk will amend the draft based on our discussion today.

- C) Pickleball Memorial Discussion – An idea of using memorials as a fundraising option. Memorials have been contentious in the past. Peter informed us that there was a death in the pickleball community, other members have been asking if a memorial is possible. We discussed a possible “time limit” on memorial signage. TJ will research policies for memorials and bring the info back to the next meeting for us to review and decide if we want to send it to the council. **The commission is directing TJ to research and talk to the city attorney before our next meeting.**

- D) Park Dedication Fee Increase – Peter went through the entire city fee schedule; it had not been done in 20 years. There are increases coming across the board, this includes Park Dedication Fees. The fee would go from \$1,500/new lot to \$1,850/new lot. **Motion to recommend to council that the park dedication fee be increased to \$1,850/new lot.**

Peter/Kera

Favor: All

Opposed: None

VI) Other Business

A) Staff Report

- i. PAL update -- PAL is working on next steps for the park.
- ii. Library Update – The library is low on volunteers. Jane is working on getting things organized for her retirement and the new staff that will be coming in.

B) Comments from the commission – THANK YOU JOE!!!!

- C) Pequot Lakes Community Education Update –Joell was in attendance. The new community Education brochure is out, tumbling, skjoring, firearm safety, and snowshoe

yoga are some of the new offerings. All the Early Childhood Education classes are full. GLAPA is putting on a double feature, Alladin, and Space Pirates. The school district is working on a new strategic plan and looking at next steps after the referendum failed in November.

VII) Open Forum – None

VIII) Adjourn at 3:39 PM
Motion to adjourn.
Kristin/Kera

Favor: All

Opposed: None

SCORE REPORT FORM

C.
6.

Mo./Yr. **January 2024**

CROSSLAKE REPORT

Organization: Waste Partners, Inc.
 PO Box 677 Pine River, MN 56474
 Contact Person: Drey 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)	6,677	
Corrugated Cardboard	6,677	
Newspaper	-	
Mixed Paper (News, Mags, Mixed Mail, CDBD)	-	

Metal: Appliances, misc...

Commingled Materials: (includes) **34,850**

%		lbs
5%	Metals- Aluminum Cans	1742
21%	Tin Cans	7318
61%	Glass-	21258
	Clear bottles	
	Green bottles	
	brown bottles	
10%	Plastic - #1 & #2 bottles	3485
3%	Rejects	1045
100%		34850

Total LBS.	41,527	0
Total Tons	20.76	0

OUT OF COUNTY Waste Disposal

Final Destination: N/A

Disposal Site Permit # : _____

Tons Delivered: **NONE**

Total Number of Recycling Customers Served this Month
1353

	Recycling Customers	%	Paper	Commingle
			-	192,820
Brainerd	3340	45%	-	86,030
Baxter	1561	21%	-	40,207
Breezy Point	493	7%	-	12,698
Pequot Lakes	358	5%	-	9,221
Crosslake	1353	18%	-	34,850
Ironton	264	4%	-	6,800
Nisswa	117	2%	-	3,014
	7486	100%		

F.I.R.E.
12137 Northgate Lane
PO Box 810
Crosslake, MN 56442

42280-2090A

MAR 2.8.2024

C.7.

INVOICE

DATE	INVOICE #
2/7/2024	6666

BILL TO
Crosslake Fire Department ATTN: Training Officer/Fire Chief 37028 County Road 66 Crosslake, MN 56442

<i>Fire Instruction Rescue Education</i> Federal ID# 46-1192854 MN ID# 2759083 612-868-6744 fire@crosslake.net
--

2023 Invoice Terms:
Invoices from FIRE Inc are Due within 30 Days of Receipt. Accounts not paid within terms are subject to a 10% Monthly Finance Charge,
Net 15

DATE	DESCRIPTION	RATE	AMOUNT
2/7/24	EMR Quarterly Training Wednesday February 7, 2024 1900 Instructor: Randy Kalis	650.00	650.00
Thank You For Your Business.		TOTAL	\$650.00

STATE OF MINNESOTA)

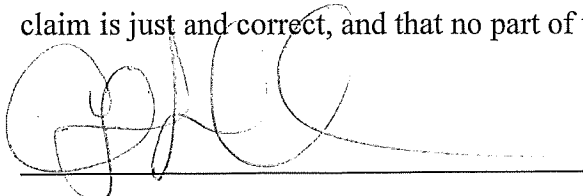
COUNTY OF CROW WING)

I, Chip Lohmiller, being duly sworn state the following:

- 1) I am the Fire Chief of the City of Crosslake, Minnesota.
- 2) On 2/7/24, the following services were furnished by F.I.R.E. to the City of Crosslake: Training for Crosslake Fire Department Continuing Education.
- 3) The price for such services was \$ 650⁰⁰ and is reimbursed through Minnesota Board of Firefighting Training and Education (MBFTE).
- 4) At the time, such services were furnished to the City, I had the following personal financial interest in this contract: I am the owner of F.I.R.E.

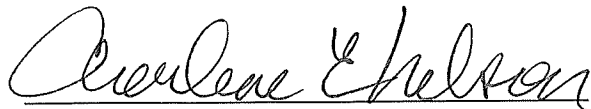
To the best of my knowledge and belief, the contract price is as low as, or lower than the price at which the services could be obtained from other sources.

I further state that this affidavit constitutes a claim against the City for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

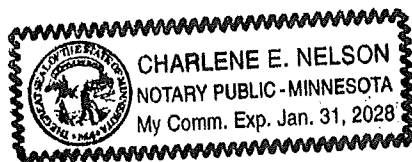


Chip Lohmiller, Fire Chief

Subscribed and sworn to before me this 8 day of February, 2024.



Notary



F.I.R.E.
12137 Northgate Lane
PO Box 810
Crosslake, MN 56442

4280-200

INVOICE

DATE	INVOICE #
2/14/2024	6682

BILL TO
Crosslake Fire Department ATTN: Training Officer/Fire Chief 37028 County Road 66 Crosslake, MN 56442

<i>Fire Instruction Rescue Education</i> Federal ID# 46-1192854 MN ID# 2759083 612-868-6744 fire@crosslake.net
--

2023 Invoice Terms:
Invoices from FIRE Inc are Due within 30 Days of Receipt. Accounts not paid within terms are subject to a 10% Monthly Finance Charge,
Net 15

DATE	DESCRIPTION	RATE	AMOUNT
2/14/24	Pumping Scenarios LDH Relay Pumping Wednesday February 14, 2024 1900 Instructor: Tim Holmes	650.00	650.00

Thank You For Your Business.	TOTAL	\$650.00
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STATE OF MINNESOTA)

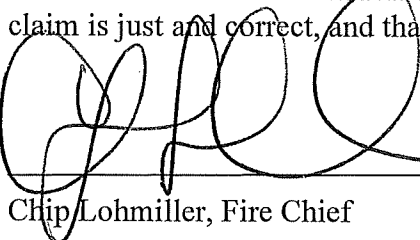
COUNTY OF CROW WING)

I, Chip Lohmiller, being duly sworn state the following:

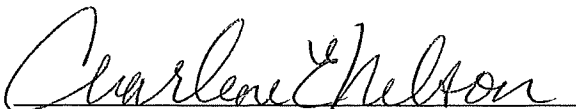
- 1) I am the Fire Chief of the City of Crosslake, Minnesota.
- 2) On 2/14/24, the following services were furnished by F.I.R.E. to the City of Crosslake: Training for Crosslake Fire Department Continuing Education.
- 3) The price for such services was \$ 650⁰⁰ and is reimbursed through Minnesota Board of Firefighting Training and Education (MBFTE).
- 4) At the time, such services were furnished to the City, I had the following personal financial interest in this contract: I am the owner of F.I.R.E.

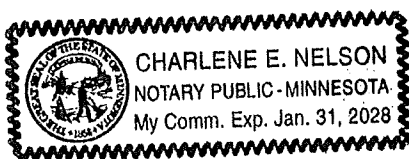
To the best of my knowledge and belief, the contract price is as low as, or lower than the price at which the services could be obtained from other sources.

I further state that this affidavit constitutes a claim against the City for the contract price, that the claim is just and correct, and that no part of the claim has been paid.


Chip Lohmiller, Fire Chief

Subscribed and sworn to before me this 16 day of February, 2024.


Notary



F.I.R.E.
12137 Northgate Lane
PO Box 810
Crosslake, MN 56442

42280-209
CF

INVOICE

DATE	INVOICE #
2/26/2024	6721

BILL TO
Crosslake Fire Department ATTN: Training Officer/Fire Chief 37028 County Road 66 Crosslake, MN 56442

<i>Fire Instruction Rescue Education</i> Federal ID# 46-1192854 MN ID# 2759083 612-868-6744 fire@crosslake.net
--

2023 Invoice Terms:
Invoices from FIRE Inc are Due within 30 Days of Receipt. Accounts not paid within terms are subject to a 10% Monthly Finance Charge,
Net 15

DATE	DESCRIPTION	RATE	AMOUNT
2/26/24	NFPA 1031 - Inspector I February - March 2024 2 - Students @ \$550 per Student Students: Chip Lohmiller/Jory Danielson Lead Instructor: Mike Schwankl	1,100.00	1,100.00

Thank You For Your Business.	TOTAL	\$1,100.00
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STATE OF MINNESOTA)

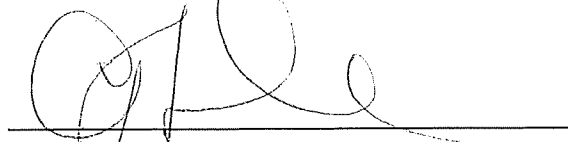
COUNTY OF CROW WING)

I, Chip Lohmiller, being duly sworn state the following:

- 1) I am the Fire Chief of the City of Crosslake, Minnesota.
- 2) On 2/26/24, the following services were furnished by F.I.R.E. to the City of Crosslake: Training for Crosslake Fire Department Continuing Education.
- 3) The price for such services was \$ 1,100⁰⁰ and is reimbursed through Minnesota Board of Firefighting Training and Education (MBFTE).
- 4) At the time, such services were furnished to the City, I had the following personal financial interest in this contract: I am the owner of F.I.R.E.

To the best of my knowledge and belief, the contract price is as low as, or lower than the price at which the services could be obtained from other sources.

I further state that this affidavit constitutes a claim against the City for the contract price, that the claim is just and correct, and that no part of the claim has been paid.

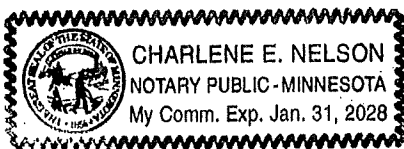


Chip Lohmiller, Fire Chief

Subscribed and sworn to before me this 26 day of February, 2024.



Notary



C.
8.

BILLS FOR APPROVAL
March 11, 2024

VENDORS	DEPT		AMOUNT
Ace Hardware, oil change supplies	Sewer		15.17
Ace Hardware, bird food, hooks	Park		21.58
Ace Hardware, led bulb	Park		9.99
Ace Hardware, bolts, led bulbs	Park		30.34
Ace Hardware, hose clips	Park		6.76
Ace Hardware, battery	PW		34.99
Ace Hardware, battery	PW		34.99
Ace Hardware, hardware	Police		35.11
Ace Hardware, welf tap screws	Park		1.00
Ace Hardware, screws	Park		48.99
Ace Hardware, bolts, screws	Park		93.96
Ace Hardware, trailer parts	PW		20.95
Ace Hardware, cleaner	Police		6.57
Ace Hardware, door hold, cleaners, hardware	Police		81.95
Ace Hardware, propane, storage tool	Police		22.17
Ace Hardware, spray paint	Park		7.99
Ace Hardware, plumbing, adapter	Park		18.58
Ace Hardware, vinyl tape	PW		19.18
Ace Hardware, cleaners, socket	Sewer		51.96
Ace Hardware, storage boxes	Police		40.98
Ace Hardware, power strip	Police		10.73
Ace Hardware, kwikseal	Park		32.18
Ace Hardware, water seal	Park		21.46
Ace Hardware, drill bits, cut wheels	Park		38.92
Ace Hardware, storage boxes	Fire		29.97
Ace Hardware, plumbing supplies	Sewer		34.75
Ace Hardware, rust remover, wire brush	PW		16.50
Ace Hardware, triminal ring, fuse holder	PW		12.43
Ace Hardware, bits, screw, nut driver set	Park		56.86
Ace Hardware, mineral spirits, paint thinner, bird food	Park		50.43
Ace Hardware, hardware	PW		2.40
Amanda Alwy, permit refund	PZ		750.00
Aramark, mat service	PW	pd 2-16	75.65
Aramark, mat service	PW		75.65
Bolton & Menk, park site master plan	Park		4,315.00
Char Nelson, reimburse election supplies	Election		267.36
Chip Lohmiller, mileage reimbursement	Fire	pd 2-26	423.44
City of Baxter, citation books	Police		47.95
City of Crosslake, sewer utilities	ALL		195.00
Clean Team, march cleaning	ALL		3,931.25
Council #65, union dues	Gov't		421.40
Crow Wing County, address assignment	Gov't		25.00
Crow Wing County Highway Dept, DEF fluid	PW/Fire		84.10
CTC, web hosting	Gov't		10.00
Culligan, water and cooler rental	ALL		273.00
Dacotah Paper, janitorial supplies	Park		508.45

DeLage Landen Financial Services, copier lease	Park		117.00
Delta Dental, dental insurance	ALL		1,622.30
Fish Electronics, install equipment on squad	Police		5,902.00
Fortis, disability insurance	ALL		902.45
Forum Communications, employment ad	Park	pd 2-14	277.48
Forum Communications, refuse hauler ad	Gov't	pd 2-14	51.00
Forum Communications, meeting notice of 3/22	PZ		30.60
Galls, uniform	Police		685.93
Game Time, safety belt	Park		232.59
Grand Forks Fire Equipment, helmets	Fire		1,244.93
Guardian Pest Solutions, pest control	Gvt/Park		454.23
Guardian Pest Solutions, bait stations	PW		96.64
Guardian Pest Solutions, traps	PW		283.59
Hawkins, chemicals	Sewer		2,346.80
Heartland Animal Rescue, monthly admin fee	Police		383.75
Holiday Station, fuel	Fire		290.02
Image Trend, subscription geocoding	Fire		1,155.00
In Control, analog input module	Sewer	pd 2-26	1,626.77
Interstate Power Systems, generator part	Fire		18.09
Interstate Power Systems, replace sensor	Fire		840.03
Jefferson Fire & Safety, poles	Fire		130.75
Jeffer Mobile Lock & Key, rekey locks	Police		340.00
Lakes Area Wildlife, animal control	Police		150.00
Lakes Printing, business cards	Police		61.50
League of MN Cities, loss control workshop	Admin		20.00
LMCIT, workers comp insurance premium	Gov't		65,890.00
Madden Galanter Hansen, legal fees	Gov't	pd 2-16	3,333.75
Mastercard, Adobe, monthly premium	Gov't		103.04
Mastercard, Adobe, monthly premium	Police		21.46
Mastercard, Allied Medical Training, recertification	Fire		125.00
Mastercard, Amazon, prime monthly premium	Gov't		14.99
Mastercard, Amazon, luggage tags	Park		22.99
Mastercard, Amazon, maintenance log books	Park		48.93
Mastercard, Amazon, pens	Police		13.65
Mastercard, Amazon, vacuum	Gov't		335.61
Mastercard, Amazon, mudflaps	PW	pd 2-26	204.34
Mastercard, Amazon, safety helmets	PW	pd 2-26	89.97
Mastercard, Amazon, lever handle	PW	pd 2-26	82.00
Mastercard, Amazon, chainsaw chaps	PW	pd 2-26	179.97
Mastercard, Amazon, maintenance logs	PW	pd 2-26	6.99
Mastercard, Amazon, mounting tape	Park		12.24
Mastercard, Amazon, colored paper	Park		14.99
Mastercard, Amazon, storage bags	Park		23.49
Mastercard, Amazon, mounting tape, sign holder, hooks	Park		175.16
Mastercard, Amazon, hoover parts	Gov't		40.74
Mastercard, Amazon, hoover bags	Gov't		52.14
Mastercard, Amazon, coffee pot cleaner	Gov't		35.98
Mastercard, Amazon, coffee	Park		15.98
Mastercard, Amazon, battery charger	Park		196.99
Mastercard, Amazon, runner	Park		55.38
Mastercard, Amazon, shredder sheets	Park		12.99
Mastercard, Amazon, screwdriver bits	Park		34.68

Mastercard, Amazon, bench vise	Park		11.01
Mastercard, Amazon, exit only sticker	Park		7.99
Mastercard, Amazon, colored paper	Park		14.04
Mastercard, Amazon, colored paper	Park		17.89
Mastercard, BCA, training	Police		75.00
Mastercard, Brainerd Tools, trailer parts	PW		161.48
Mastercard, Brainerd Tools, trailer parts	PW		114.50
Mastercard, Cub, cake	Park		78.74
Mastercard, Culvers, travel expense	Sewer	pd 2-26	12.50
Mastercard, Docusend, email bills	Sewer		4.40
Mastercard, Fleet Farm, trailer wiring	PW		143.44
Mastercard, Fleet Farm, forged guard, shop towels, kit	PW		126.13
Mastercard, Fleet Management, dot numbers	PW	pd 2-26	75.00
Mastercard, Grainger, flammable cabinet	Fire	pd 2-26	1,306.83
Mastercard, Harbor Freight, jack, inflator	Park		236.28
Mastercard, Hilton, lodging	PW		147.72
Mastercard, Int'l Assn for Property & Evidence, membership	Police		65.00
Mastercard, Marriot, lodging	Sewer		1,047.64
Mastercard, Microsoft, monthly premium	Fire		17.71
Mastercard, MCPA, membership dues	Police		268.00
Mastercard, MSFCA, conference registration	Fire	pd 2-26	235.00
Mastercard, National Fire Safety Supply, test record labels	Park		32.00
Mastercard, Post Office, postage	Police		9.85
Mastercard, Safariland, uniform	Police		270.05
Mastercard, Safe Life Defense, uniform	Police		148.34
Mastercard, WPSG, leather front decals	Fire		58.90
Mastercard, Xbelts, uniform	Police		133.52
Mastercard, Zero9, uniform	Police		279.94
Mastercard, Zoom, monthly premium	Gov't		65.99
MCSI, maintenance contract	Park		70.21
Medica, health insurance	Gov't	pd 2-26	37,286.07
Menards, air hose reel, towels, hardware	Govt/Park		171.15
Menards, led lights, wired photocell, hardware	PW		397.32
Menards, solar salt	PW		440.37
Metro Sales, copier lease	Police		52.12
Midwest Security, fire alarm testing	Gov't		319.97
MN Life, life insurance	ALL		203.80
MN NCPERS, life insurance	Gov't		80.00
MNPEA, union dues	ALL		336.00
MPCA, water permit annual fees	Sewer		1,450.00
Napa, fuses	PW		22.13
Napa, air filter	PW		13.21
Napa, solenoid, gas charge lift support	PW		49.51
Napa, gl 5 gear 80/90 gal	PW		72.55
Napa, hose fittings, filters, oil	PW		194.62
Napa, power steering fluid	Park		6.08
North Central, fire truck accessories	Fire		22,956.57
Northland Fire Protection, extinguisher recertification	ALL		310.00
Northland Septic Maintenance, pump and haul biosolids	Sewer		6,660.00
Pat Wehner, uniform reimbursement	Sewer		230.00
Premier Auto, rotate tires, oil change	PW		110.56
Presidential Nomination Election, wages, supplies	Gov't		1,100.00

Whether you are a city, township or have a fire department with gambling funds, would you please consider a donation to Community Care N Share Café. We are a 501C3 non-profit. We compensate the Emily Wesleyan Church for use of their facilities. We have a paid Kitchen Manager, otherwise we rely on volunteers. We get most of our food from the Minnesota Food Shelf, and some donations of bakery. We feed 250 people at no charge weekly. We just installed a dishwasher at a cost of about \$10,000 from our Fall Donation Appeal.

D. 1.

Thank you,

Terri Datzman

Community Care N Share Board



Celebrating Serving over 100,000 FREE Meals in 10 years to Emily and Surrounding Communities.

It's that time of year again for our annual fall appeal to help raise funds to carry Care N Share through another year of providing free meals to the community. This year we have added to our budget a paid Certified Food Manager. Tracie joins our team of volunteers in making over 350 nutritious meals weekly for the homebound, seniors, veterans and the community.

Each Wednesday, approximately 25 volunteers prepare meals and deliver over 225 meals. The meals are delivered to surrounding communities of Emily, Crosby, Crosslake, Outing, Merrifield, Fifty Lakes, Pequot Lakes, Pine River and Palisades. Then, Care N Share is open to the community from 5 - 6 pm to serve an additional 100 -125 in-house guests at the Wesleyan Church in Emily.

Care N Share has it's own 501c3. Care N Share runs strictly on contributions to the program and a few grants each year. Food is purchased through Second Harvest to stretch each dollar that comes in. Care N Share is truly blessed to have generous supporters who donate and volunteer so the program can continue and grow every year.

Please consider to continue to be one of our special generous donors!! It's simple, Generosity changes lives.

Care N Share appreciates any size donation. It all adds up and does make a difference.

Donations can be sent to:
Care N Share
PO Box 354
Emily, MN 56447-0354

Questions regarding volunteering or support please contact Gordy Huff 218-851-8488.

In Thanksgiving for what we have accomplished, through God, and by such wonderful support, We Thank You !!

Care N Share Board




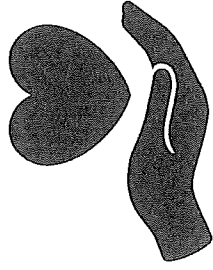
A Hot Meal and a Smile Can Make All The Difference

Serving the communities of Emily, Outing, Crosby, Ironton, Crosslake, Fifty Lakes, Merrifield and Palisade.

Dining and Pick-Up Location:
Fellowship Hall, Emily Wesleyan Church,
40141 State 6, Emily, MN 56447

- Hours for dining and to-go meals: Wednesdays, 4:30-5:30 pm
- For meal delivery, call Robyn on Tuesday by 8 pm at 952-240-7936.
- Meals delivered approximately 2 pm on Wednesday.

 Check our Facebook page and follow us for weekly menu and any change in hours.



"For I was hungry and you gave me food, I was thirsty and you gave me drink, I was a stranger and you welcomed me."

-Matthew 25:35 (ESV)

Care N Share

Our Mission:


"To feed the hungry, promote and strengthen community and build friendships through the love of Christ."



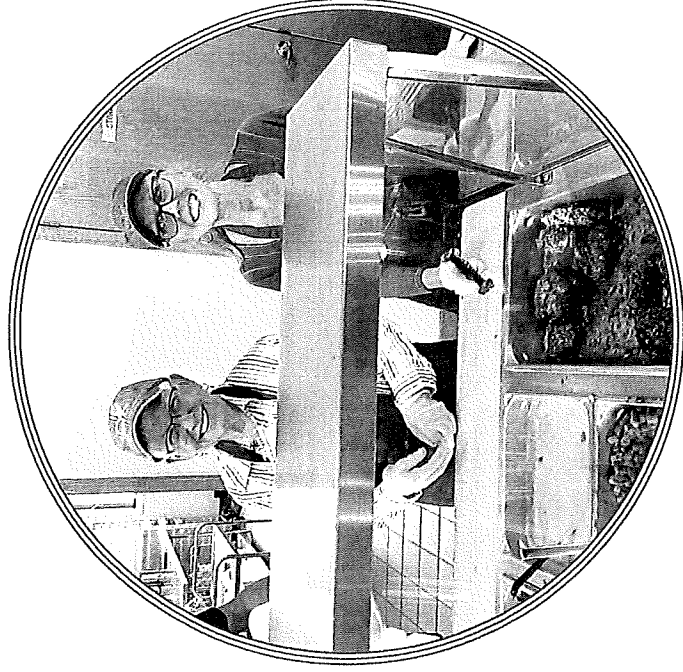
Care N Share
PO Box 354
Emily, MN 56447-0354

218-763-2677

carenshare@gmail.com

 Follow us on Facebook:
Care N Share of Emily, MN

Serving hot meals in cooperation with Emily Wesleyan Church, and Second Harvest Heartland. Care N Share receives no government funding. We rely on generous donations from local supporters, and donations/grants from Area Townships, Chambers, Clubs and Firefighters, Brainerd Lakes Area Community Foundation, Crow Wing Power Energized, Cuyuna Regional Medical Center, Essentia Health-St Joseph's Foundation, Hallett Charitable Trusts, Lakes Area United Way, Open Your Heart, Otto Bremer Foundation.



Caring For and Sharing With Our Community

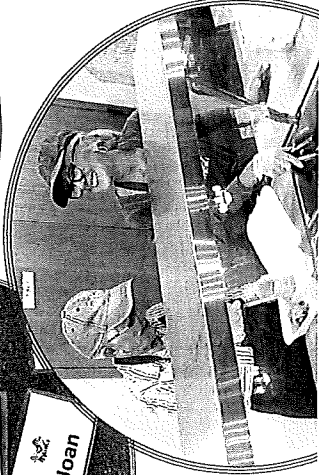
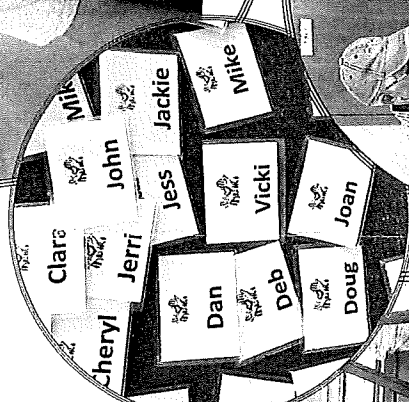
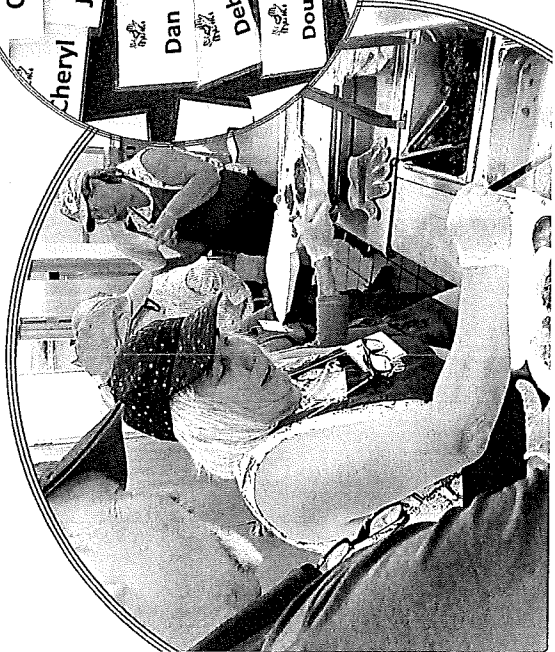
Each week, Care N Share serves over 250 free meals to families and individuals, in person at the Emily Wesleyan Church dining hall, or delivered by volunteers to those without transportation. All meals are healthy, hot and nutritious. Prepared with care, shared with a smile and friendship to those who are able to dine in-person, and those who may be homebound or in assisted living facilities. There are no prerequisites. Visit with your neighbors. Connect with your community. All are welcome!

"Life is hard when you're hungry."

Karen

Creating Food Security in Rural Communities

Care N Share provides a hot meal to residents, retirees and seasonal workers in our rural communities. Our Wednesday meals combined with the efforts of local food shelves help create food security: consistent access to enough food for every person in a household to live an active, healthy life.



Your Donation will Help Us Continue to Care N Share

Please donate what you can, to help us feed families and strengthen communities. Your donation is tax deductible.



Mail to:
Care N Share
PO Box 354
Emily, MN 56447-0354

Questions? Phone: 218-763-2677 or
 email: carenshare@gmail.com

Yes, I want to help Care N Share, with my donation of:

- \$10 \$25 \$50 \$100 \$250
- Other: \$ _____
- Check enclosed made out to Care N Share

Name _____
 Address _____
 City _____ ST _____ Zip _____
 Email(Optional) _____
 Phone(Optional) _____

Interested in volunteering?
 Contact Lori Nelson at 651-246-7292 or
 lorinelson@brainerd.net.

Thank you for Caring and Sharing!

D. 2.

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made and entered into as of _____, 2024, by and between the **City of Crosslake**, a Minnesota municipal corporation (“Grantor”), and **Dale Lange, as Trustee of the Dale Lange Trust** (“Grantee”).

Recitals

- A. Bay Shore Road was dedicated to Grantor pursuant to the 1973 Bay Shores plat recorded in Crow Wing County.
- B. Grantee owns a parcel abutting the Bay Shore Road right-of-way, said parcel being legally described as Lot 4, Block 1, Bay Shores, Crow Wing County, Minnesota (“Grantee’s Land”).
- C. Prior to Grantee’s ownership of the Grantee’s Land, a cabin was constructed on Grantee’s Land such that a portion of the southern end of the cabin encroaches upon the Bay Shore Road right-of-way (the “Encroachment”), as more particularly shown on the drawing attached hereto as Exhibit A (the “Improved Area”).
- D. Grantee wishes to obtain a license for the right to encroach upon the Grantor’s Land specifically for the purposes set forth herein below and Grantor agrees to grant such license for the Encroachment in accordance with the terms and conditions herein described.

Agreement

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantee and Grantor, Grantee and Grantor agree as follows:

1. **Acknowledgement and Agreement Regarding Encroachment.** Grantee acknowledges and agrees that Grantee does not own any portion of Improved Area, that the Encroachment encroaches upon the Grantor's right-of-way, and that the boundary line between the north edge of the right-of-way and Grantee's Land is as shown on Exhibit A.

2. **License.** Grantor grants to Grantee a temporary license (the "License") to use the Improved Area for the benefit of the Grantee's Land to allow the above-referenced Encroachment to remain in its present location. Grantee (i) shall be responsible at all times for the maintenance and repair of the Encroachment and the Improved Area; (ii) shall not further expand the Encroachment onto the Grantor's right-of-way; (iii) shall not erect any other improvements on the Grantor's right-of-way; and (iv) shall use the Improved Area only to allow the Encroachment to remain in its present location.

3. **Termination of License.** The License is terminable at will by either party to this Agreement with 90 days' written notice. The license shall automatically terminate upon any major casualty or damage to or replacement or major renovation of the cabin located on Grantee's Land, or upon any major casualty or damage to the Improved Area. Upon termination, the Grantee shall remove the Encroachment from the Grantor's right-of-way within 120 days of said termination at Grantee's sole cost and expense in a manner reasonably acceptable to Grantor.

4. **Indemnity.** To the fullest extent permitted by law, Grantee, their successors and assigns, agree to release, defend and indemnify the Grantor, its agents, directors, employees and contractors against any and all claims, costs and liabilities, including the costs of defense for damages, injury or death arising from or in any way connected to the installation, maintenance, repair, removal and/or presence of the Encroachment permitted hereunder, regardless of whether such harm is to Grantee, the Grantor, the employees or officers of either or any other person or entity, except the indemnified parties shall not be liable under this paragraph for loss or damage to the extent resulting from the negligence or intentional acts of the indemnified parties.

5. **Notices.** Any notices required or permitted to be given under this Agreement must be in writing and shall be sent to the address set forth below (or any other address which is provided by one party to the other by notice pursuant to this provision) and must be given by United States mail, certified, return receipt requested, by overnight courier service or by hand delivery. Any notice shall be deemed effective only

upon actual receipt, but rejection or refusal by the addressee to accept delivery or the inability to accomplish delivery because the party can no longer be found at the current notice address, shall be deemed actual receipt.

If to Grantor: City of Crosslake
c/o City Clerk
13888 Daggett Bay Road
Crosslake, MN 56442

If to Grantee: Dale Lange Trust
20578 317th St.
Avon, MN 56310

6. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Minnesota. In connection with any legal proceeding arising out of or instituted to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including costs of collection and reasonable attorneys' fees, and including attorney's fees incurred in connection with any appeal of a lower court decision.

7. **Entire Agreement.** This Agreement constitutes the entire Agreement and understanding between the parties relating to the subject matter hereof. This fully integrated Agreement shall supersede, supplant, and replace all prior and contemporaneous negotiations, discussions, representations, agreements, and accords by and between the parties.

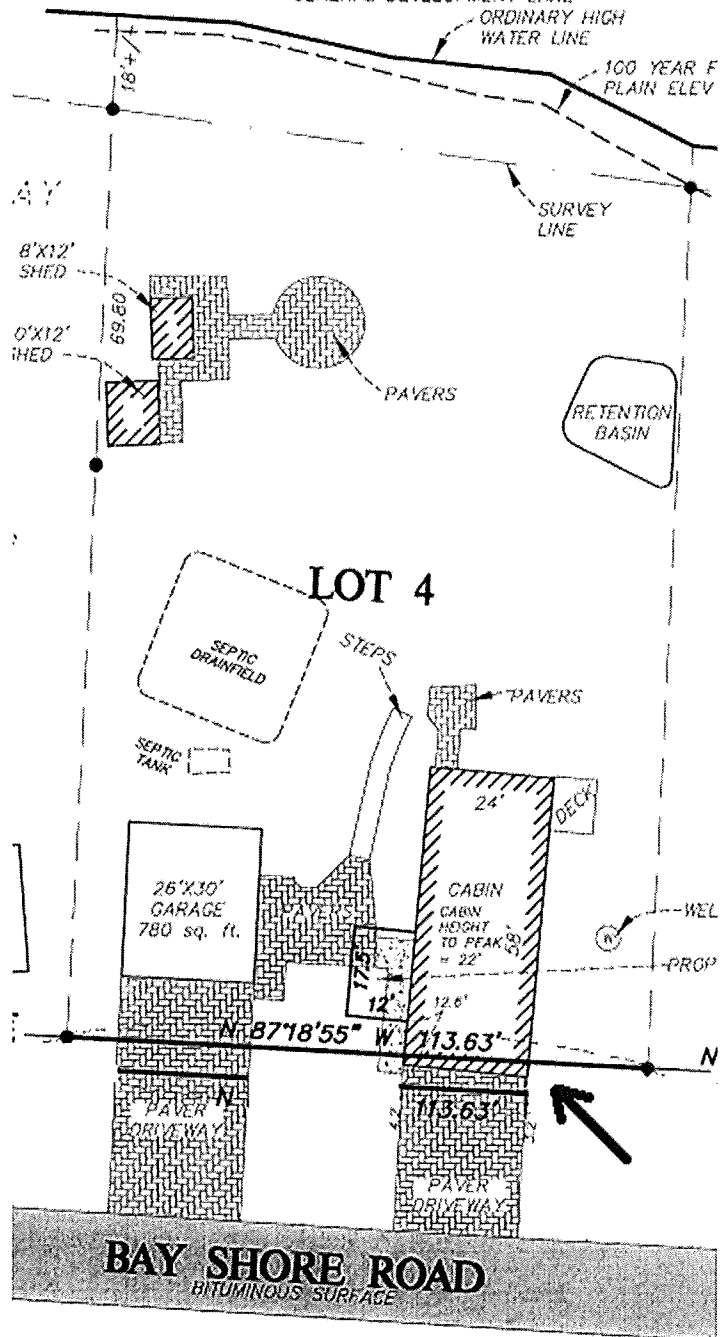
8. **Counterparts.** This Agreement may be executed in counterparts and each counterpart shall be considered an original, but all such counterparts together shall be considered only one document.

[signatures begin on following page]

EXHIBIT A

LITTLE PINE LAKE

GENERAL DEVELOPMENT LAKE



D.3.

City Clerk

From: Dale Lange <digger.dale@hotmail.com>
Sent: Wednesday, February 14, 2024 10:33 AM
To: City Clerk
Subject: Road vacation.

Good morning Charlene Dale @ 16402 Bay shores road. Just wanted to check to see if there is a part of the fee to be refunded because we are not doing the road vacation. I know there is some paper work that goes with the encroachment agreement. But no public hearing ect... Hope you have a great day THANKS.

Mr. Lange paid \$1,000 for vacation application and is requesting a partial refund because

**Crow Wing County Customer Fuel Sales Agreement
Between Crow Wing County and
City of Crosslake**

This Agreement is made and entered into this first day of March 1, 2024, by and between the County of Crow Wing, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota 56401, hereinafter referred to as "County," and the City of Crosslake, hereinafter referred to as "Customer."

WHEREAS, the County is the owner and manager of the fuel system located at the Crosslake Joint Public Works Facility, 13870 Whipple Dr. Crosslake MN, 56442.

WHEREAS, the County is responsible for all future fuel system repairs, upgrades, and equipment replacements to this site. This includes all tanks, pumps, monitors, etc. necessary to maintain compliance with all local, state, and federal regulations.

WHEREAS, the County Highway Department is responsible for operating and maintaining the Crow Wing fuel system.

WHEREAS, Customer is desirous of purchasing fuel from County and County is desirous of selling fuel to customer.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, County and Customer agree to the following:

1. SCOPE

County shall be responsible for providing access to their fuel system, and managing the fuel account for the Customer, this will include set up of the Customer, including work order and general ledger accounts in the financial software and fuel system software. This setup will allow access to County fuel system and will provide initial fuel key set up for the Customer's assets and provide maintenance of the account for the term of this agreement for the Customer.

This Agreement shall allow access to County's three fuel site locations which include Unleaded and Diesel products at each site:

- Site 1-HWF (Highway Fuel) 16589 County Road 142, Brainerd MN 56401
- Site 2-BRF (Laurel St.) 202 Laurel St., Brainerd MN 56401
- Site 3-XLF (Crosslake) 13870 Whipple Dr., Crosslake MN 56442

2. COSTS

Account set up fee: There shall be an initial one-time fee for new customers equaling \$300.00 per account. This fee covers administration costs for setting up the Customer account, fuel chip keys and chip key programming, fuel system walkthrough, and training on use of the system.

Cost per gallon: County shall charge the Customer an average cost per gallon calculated by County's financial system. The Customer shall receive a monthly invoice

generated by the financial system along with a monthly fuel consumption report of the Customer's fuel usage.

Overhead fee: A 10% overhead fee shall be applied per gallon of fuel purchased by the Customer.

3. DAMAGES

The Customer shall be responsible for any and all property damage incurred to the County fuel sites by the Customer's assets, (including but limited to vehicles, trailers, lawn mowers and/or other equipment) or their employees. The cost involved with the damages incurred shall be the responsibility of the Customer and charged accordingly through the billing process. The Fleet Manager may work with the Customer and their insurance company at his/her own discretion.

4. EXCLUSIONS

At no time shall the Customer be allowed to resell fuel purchased from the County.

5. TERM

This Agreement shall remain in effect from **March 1, 2024**, until **March 1, 2029**. The contract will be reviewed 60 days prior to its expiration and, if necessary, modified to suit the current conditions.

6. TERMINATION

Either party may terminate this Agreement, with or without cause, by providing a 30-day written notice to the other party.

7. LATE PAYMENTS

The Customer shall be responsible in keeping their account current. The Customer will be notified after 30 days of the delinquent status on their next billing statement. This contract may be terminated if the account remains delinquent for more than 90 days.

8. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if to the authorized representatives.

AUTHORIZED REPRESENTATIVE

Notification required to be provided pursuant to this Contract shall be provided to the following named persons and addresses unless otherwise stated in this contract or in a modification of this Contract.

CUSTOMER

City of Crosslake
City Administrator
13888 Daggett Bay Road
Crosslake, MN 56442
Phone (218)692-2688

COUNTY

Fleet Manager
16589 County Rd 142
Brainerd MN, 56401
218-824-1110

9. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and

enforceability of the remainder of this Contract unless the part or parts which are void, invalid, unenforceable, or shall substantially impair the value of the entire Contract with respect to either party.

10. INDEMNIFICATION

To the extent allowed by law, County and Customer mutually agree to indemnify and hold each other harmless from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

11. MISCELLANEOUS

The Fleet Manager shall be notified by telephone within 24 hours if a fuel chip key is lost, stolen or damaged.

12. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

COUNTY OF CROW WING:

By: _____
Joe Luksik
Crow Wing County Fleet Manager

Date: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Stephanie Shook
Assistant Crow Wing
County Attorney

Date: _____

CUSTOMER:

By: _____
City of Crosslake
Jerry Bohnsack
City Administrator

Date: _____

D.5.

MEMO TO: City Council

FROM: Char Nelson, City Clerk

DATE: March 6, 2024

SUBJECT: Ordinance Amendment 386 Short-Term Home Rental Licensing

The City Council made a motion to adopt the Crow Wing County 2024 Short-Term Rental Home Licensing Ordinance on November 29, 2023. Attached is that ordinance in our Code. Motion is required to approve Ordinance No. 386 and to publish summary in official newspaper.

ORDINANCE NO. 386
AN ORDINANCE AMENDING CHAPTER 23
SHORT-TERM HOME RENTAL LICENSING
FOR THE CITY OF CROSSLAKE
COUNTY OF CROW WING
STATE OF MINNESOTA

The following is the official summary of Ordinance No. 386, approved by the City of Crosslake on the 29th day of November, 2023.

It is the purpose of this ordinance to allow Crow Wing County to administer Short-Term Rental Licensing within the City of Crosslake.

A printed copy of this ordinance is available for inspection by any person at City Hall.

Approved for publication by the Crosslake City Council on March 11, 2024.

David Nevin
Mayor

Charlene Nelson
City Clerk

ORDINANCE NO. 386
AN ORDINANCE AMENDING CHAPTER 23
SHORT-TERM HOME RENTAL LICENSING
FOR THE CITY OF CROSSLAKE
COUNTY OF CROW WING
STATE OF MINNESOTA

CHAPTER 23 – SHORT-TERM HOME RENTAL LICENSING

Sec. 23-1. - Purpose.

It is the purpose and intent of this Ordinance to regulate short-term rentals within Crow Wing County. To continue the allowed use of short-term rental units, but also mitigate possible adverse impacts to the health, safety, welfare, and quality of life of surrounding properties, as well as water and environmental quality, through the establishment of a licensing program for the review and approval of short-term rental unit operations.

Sec. 23-2. – Scope.

Pursuant to Minnesota Statutes Chapter 375.51 - 375.55 and Minnesota Rules Chapters 7080 -7083 in their entirety except as referenced under Article 37.18 of the Crow Wing County Land Use Ordinance and as otherwise expressly modified by the Land Use Ordinance, are hereby adopted by Crow Wing County by reference.

Sec. 23-3. - Objectives.

- To provide and enforce standards for the maintenance of short-term rentals.
- To provide local governance to promote health, safety, and wellness to Crow Wing County citizens and patrons of short-term rentals.

Sec. 23-4. – Enforcement.

Any violations of this ordinance may result in enforcement as noted under Section 23-11.

Sec. 23-5. – Definitions and General Provisions.

Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the same meaning they have in common usage and to give this Ordinance its most reasonable application.

A. **Owner:** The property owner of record of the real estate located in Crow Wing County.

- B. **Owner’s Authorized Agent:** A person who has written designation to act on behalf of the owner.
- C. **Parcel:** A unit of real property that has been given a parcel identification number maintained by the County.
- D. **Short Term Rental Unit:** Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or for less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.
- E. **SSTS (Subsurface Sewage Treatment System):** Either an individual subsurface sewage treatment system as defined in subpart 41 of rule 7080.1100 or a midsized subsurface sewage treatment as defined in subpart 4 of rule 7081.0020, and Article 37 of the County Land Use ordinance, as applicable.
- F. **Bedroom:** An area that is (A)-a room designed or used for sleeping; or (B)-a room or area of a dwelling that has a minimum floor area of 70 square feet with access gained from the living area or living area hallway. Architectural features that affect the use as a bedroom under this item may be considered in making the bedroom determination.
- G. **Trailer, Travel:** A recreational vehicle built on a single chassis with a rigid walled shelter, mounted on wheels and have a gross trailer area not exceeding 400 square feet. For the purposes of this ordinance, the term travel trailer is synonymous with the term “recreational vehicle.”

Sec. 23-6. - Severability.

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Sec. 23-7. – Annual License Required.

- A. No Short-Term Rental may be operated without a valid Short-Term Rental license issued pursuant to this Ordinance.
- B. All new Short-Term Rental operations as of the enactment date of this Ordinance shall obtain a license from the County prior to commencing operations.
- C. All Short-Term Rental licenses are an annual license and must be renewed each year. License renewal applications for rental operations in the following year must be submitted prior to any rental activity. Licenses are valid from January 1 – December 31 each year.
- D. The Owner or Owners Authorized Agent shall permit access to the property and all permitted units at any reasonable time for the purpose of inspection upon request of Crow Wing County.

Sec. 23-8. – License Application Requirements.

The following information shall be provided to the County on the Short-Term Rental license application:

- A. The full name (First, Middle, Last), Date of Birth, mailing address, email address and telephone number of the owner of the Short-Term Rental home for which the license is to be issued. If the property is owned by a business or corporation, the CEO or Designee is responsible for obtaining the license in their name.
- B. Physical address and parcel identification number.
- C. The name, address, telephone number and email address of the Owner's Authorized agent for the Short-Term Rental who is available 24 hours a day.
- D. All other information that is requested on the Short-Term Rental License Application.
- E. No application for initial or renewal license will be accepted if there are past due property taxes on the property described in the license application.
- F. No license will be issued if there are pending permits and/or open enforcements related to the property.
- G. No license will be issued if the property has three substantiated violations within the prior calendar year prior to application for a license.

Sec. 23-9. - Application Process.

Applications for Short-Term rental operation licenses may be filled out online at www.crowwing.gov. Once the application is received along with the supplemental information and payment of fee, Crow Wing County will issue or deny the license in accordance with the timelines established under Minnesota Statute 15.99, (60 days) during which time the County may contact the Owner or Owner's Authorized Agent for additional information. If the permit is denied, a letter will accompany the denial explaining the reasons for the denial, and the Owner or Owner's Authorized Agent may reapply once the conditions surrounding the application denial are corrected.

Sec. 23-10. – General Requirements.

A. Septic/Solid Waste

1. The short-term rental must be connected to an approved SSTS or served by central sanitary sewer system.
2. A valid Certificate of Compliance, which is a certificate that was issued on a new septic system installed within the past 5 years OR a copy of a compliance inspection form which was performed within the past 3 years.
3. Holding tanks may be allowed for rental units provided that the following requirements are met:
 - A state licensed SSTS designer has determined that there is no suitable location on the parcel for a drainfield.
 - The holding tanks are sized for the number of bedrooms according to County

Land Use Ordinance Article 37 and Minnesota Rules 7080.

- An electronic alarm with light and buzzer shall be installed notifying occupants that the holding tanks are at capacity. Alarm shall have the capacity to send a notification to the owner/owner's authorized agent when an alarm is triggered. Information shall be posted in the rental unit with whom to contact should the alarm be triggered.
 - Existing manual bobber alarms must also remain as a redundant alarm.
 - A water meter must be installed prior to a license being issued. Water meter readings shall be recorded monthly and from the previous year may be required to be submitted as part of the application for license renewal. Water meter readings shall not be required for the initial license application.
 - A contract with a state licensed septic maintainer to pump out the holding tanks must be submitted each year for a license renewal including pumping records from the previous year. Pumping records shall not be required for the initial license application.
4. At least once every three (3) years thereafter the Owner or Owner's Authorized Agent shall provide an updated certificate of septic testing showing that the system is compliant for the number of bedrooms indicated in the application.
 5. Disposal of solid waste must comply with Crow Wing County Solid Waste Ordinance, or its successor or replacement.
 6. Garbage, refuse, or recycling shall be stored completely enclosed within designated refuse containers. The owner or operator of the rental unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants.
- B. Occupancy
1. The overnight occupancy of a short-term rental shall be limited to no more than three (3) people per bedroom plus one (1) additional person per unit.
 2. Use of travel trailers, tents, yurts, fish houses, or other temporary structures is prohibited to be used as short-term rental units.
 3. Licensee shall not advertise the property as containing any more than the number of bedrooms identified on the license.
 4. Licensee shall not advertise the property as available to more guests than the occupancy limit identified on the license.
 5. No more than two Short Term Rental units will be allowed per parcel.
- C. Noise
1. Quiet hours are between the hours of 10 pm to 7 am, Sunday through Thursday; and 12 am to 7 am, Friday and Saturday. The owner of the short-term rental is expected to enforce this rule. Failure to do so may result in enforcement action as provided in section 23-11.
- D. Parking
1. Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede any ingress or egress of property owner. In addition, parking cannot

encroach neighboring properties.

E. Property Contact Information

1. The Owner or the Owner's Authorized Agent shall keep on file, with the county, and shall notify each renter, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available 24 hours a day, seven (7) days a week, whenever the property is being rented for short-term rental purposes. The Owner or the Owner's Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint. Property contact information shall be accessible to the public 24/7 on the Crow Wing County Website.

F. License Fees

1. License fees will be established by the Crow Wing County Board of Commissioners and published in the County Fee Schedule.

G. License Transfer

1. The short-term rental license shall not be transferrable upon any change in ownership of the licensed property, or otherwise.

Sec. 23-11. – Enforcement.

Crow Wing County will investigate all complaints and alleged violations of this Ordinance. Crow Wing County will follow up with all Owners or Owner's Authorized Agents and complainants within a reasonable period of time. The Owner or Owner's Authorized Agent shall address any substantiated complaints/violations as directed by Crow Wing County. All substantiated complaints/violations not resolved as directed will result in enforcement action as provided in 23-11 (C).

- A. If three (3) substantiated complaints/violations have occurred at a Short-Term Rental Unit within one year, then the license may be subject to revocation as determined by Crow Wing County.
- B. The intentional false reporting of a violation of this ordinance shall be considered a violation of this ordinance. The penalty for intentional false reporting of a violation will be \$100.00 for a first offense, \$150.00 for a second offense, and \$1,000.00 for a third or subsequent offense.
- C. Any Owner or Owner's Authorized Agent who fails to comply with a directive of Crow Wing County as provided in section 6.1: or who violate, disobey, omit, neglect, refuse to comply with, or who resist enforcement of any of the provisions of this Ordinance may be subject to misdemeanor prosecution, forfeiture of their license, or both.
- D. Any license revoked under this section will not be reissued for a period of 1 year from the date of revocation.

Sec. 23-12. – Administrative Appeals.

Appeals from any order, requirement, decision or determination made by Crow Wing County shall be first made to the County Administrator. Appeals of the decision of the County Administrator shall be brought in the District Court of Crow Wing County.

Sec. 23-13. – County/City Cooperative Agreement

Crow Wing County may provide administration of a Short-Term Rental ordinance for a city provided the following conditions are met:

- A city must initially notify the Land Services Department by December 31 in writing of the city’s desire for the County to administer a Short-Term Rental Ordinance on behalf of the city for the following year. No notification is required for subsequent years.
- The city must adopt the County Short Term Rental Ordinance verbatim.
- The city must enter into an agreement with the County where the city agrees to be the responsible party for enforcement of the Short-Term Rental Ordinance.

PASSED BY THE CITY COUNCIL of Crosslake, MN this 29 day of November, 2023.

Dave Nevin, Mayor

ATTEST:

Charlene Nelson, City Clerk

ORDINANCE NO. 386
AN ORDINANCE AMENDING CHAPTER 23
SHORT-TERM HOME RENTAL LICENSING
FOR THE CITY OF CROSSLAKE
COUNTY OF CROW WING
STATE OF MINNESOTA

CHAPTER 23 – SHORT-TERM HOME RENTAL LICENSING

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- B. **Owner’s Authorized Agent:** A person who has written designation to act on behalf of the owner.
- C. **Parcel:** A unit of real property that has been given a parcel identification number maintained by the County.
- D. **Short Term Rental Unit:** Any home, cabin, condominium or similar building that is advertised as, or held out to be, a place where sleeping quarters are furnished to the public on a nightly, weekly, or for less than a 30-day time period and is not a bed and breakfast, resort, hotel or motel.
- E. **SSTS (Subsurface Sewage Treatment System):** Either an individual subsurface sewage treatment system as defined in subpart 41 of rule 7080.1100 or a midsized subsurface sewage treatment as defined in subpart 4 of rule 7081.0020, **and Article 37 of the County Land Use ordinance**, as applicable.
- F. **Bedroom:** An area that is (A)-a room designed or used for sleeping; or (B)-a room or area of a dwelling that has a minimum floor area of 70 square feet with access gained from the living area or living area hallway. Architectural features that affect the use as a bedroom under this item may be considered in making the bedroom determination.
- G. **Trailer, Travel:** **A recreational vehicle built on a single chassis with a rigid walled shelter, mounted on wheels and have a gross trailer area not exceeding 400 square feet. For the purposes of this ordinance, the term travel trailer is synonymous with the term “recreational vehicle.”**

Sec. 23-6. - Severability.

If any section, clause, provision, or portion of this Ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby.

Sec. 23-7. – Annual License Requirements **Required**.

- A. No Short-Term Rental may be operated without a valid Short-Term Rental license issued pursuant to this Ordinance.
- B. All new Short-Term Rental operations as of the enactment date of this Ordinance shall obtain a license from the County prior to commencing operations.
- C. ~~A separate Short-Term Rental license is required for each unit on a parcel that has Short-Term Rental operations conducted in it.~~
- D. All Short-Term Rental licenses are an annual license and must be renewed each year. License renewal applications for rental operations in the following year must be submitted prior to any rental activity. Licenses are valid from January 1 – December 31 each year.
- E. The Owner or Owners Authorized Agent shall permit access to the property and all permitted units at any reasonable time for the purpose of inspection upon request of Crow Wing County.

Sec. 23-8. – **License** Application Requirements.

The following information shall be provided to the County on the Short-Term Rental license application:

- A. The full name (First, Middle, Last), Date of Birth, mailing address, email address and telephone number of the owner of the Short-Term Rental home for which the license is to be issued. If the property is owned by a business or corporation, the CEO or Designee is responsible for obtaining the license in their name.
- B. Physical address and parcel identification number.
- C. The name, address, telephone number and email address of the Owner’s Authorized agent for the Short-Term Rental who is available 24 hours a day.
- D. All other information that is requested on the Short-Term Rental License Application.
- E. No application for initial or renewal license will be accepted if there are past due property taxes on the property described in the license application.
- F. No license will be issued if there are pending permits and/or open enforcements related to the property.
- G. No license will be issued if the property has three substantiated violations **within the prior calendar year prior** to application for a license.

Sec. 23-9. - Application Process.

Applications for Short-Term rental operation licenses may be filled out online at www.crowwing.usgov. Once the application is received along with the supplemental information and payment of fee, Crow Wing County will issue or deny the license in accordance with the timelines established under Minnesota Statute 15.99, (60 days) during which time the County may contact the Owner or Owner’s Authorized Agent for additional information. If the permit is denied, a letter will accompany the denial explaining the reasons for the denial, and the Owner or Owner’s Authorized Agent may reapply once the conditions surrounding the application denial are corrected.

Sec. 23-10. – General Requirements.

- A. Septic/Solid Waste
 - 1. The short-term rental must be connected to an approved SSTS or served by central sanitary sewer system.
 - 2. A valid Certificate of Compliance, which is a certificate that was issued on a new septic system installed within the past 5 years OR a copy of a compliance inspection form which was performed within the past 3 years. ~~Holding tanks are not allowed for rental units.~~
 - 3. **Holding tanks may be allowed for rental units provided that the following requirements are met:**

- A state licensed SSTS designer has determined that there is no suitable location on the parcel for a drainfield.
 - The holding tanks are sized for the number of bedrooms according to County Land Use Ordinance Article 37 and Minnesota Rules 7080.
 - An electronic alarm with light and buzzer shall be installed notifying occupants that the holding tanks are at capacity. Alarm shall have the capacity to send a notification to the owner/owner's authorized agent when an alarm is triggered. Information shall be posted in the rental unit with whom to contact should the alarm be triggered.
 - Existing manual bobber alarms must also remain as a redundant alarm.
 - A water meter must be installed prior to a license being issued. Water meter readings shall be recorded monthly and from the previous year may be required to be submitted as part of the application for license renewal. Water meter readings shall not be required for the initial license application.
 - A contract with a state licensed septic maintainer to pump out the holding tanks must be submitted each year for a license renewal including pumping records from the previous year. Pumping records shall not be required for the initial license application.
4. At least once every three (3) years thereafter the Owner or Owner's Authorized Agent shall provide an updated certificate of septic testing showing that the system is compliant for the number of bedrooms indicated in the application.
 5. Disposal of solid waste must comply with Crow Wing County Solid Waste Ordinance, or its successor or replacement.
 6. Garbage, refuse, or recycling shall be stored completely enclosed within designated refuse containers. The owner or operator of the rental unit shall provide sufficient trash storage containers and service to accommodate the demand of the occupants.
- B. Occupancy
1. The overnight occupancy of a short-term rental shall be limited to no more than three (3) people per bedroom plus one (1) additional person per unit.
 2. Use of recreational vehicles **travel trailers**, tents, RV's, **yrurts**, accessory structures or fish houses, ~~to obtain additional occupancy~~ **or other temporary structures** is prohibited **to be used as short-term rental units**.
 3. Licensee shall not advertise the property as containing any more than the number of bedrooms identified on the license.
 4. Licensee shall not advertise the property as available to more guests than the occupancy limit identified on the license.
 5. No more than two ~~Vacation~~ **Short Term Rental licenses units** will be issued **allowed** per parcel.
- C. Noise
1. Quiet hours are between the hours of 10 pm to 7 am, Sunday through Thursday; and 12 am to 7 am, Friday and Saturday. The owner of the short-term rental is expected to

enforce this rule. Failure to do so may result in enforcement action as provided in section 23-11.

D. Parking

1. Parking cannot restrict access by emergency vehicles or the traveling public and shall not impede any ingress or egress of property owner. In addition, parking cannot encroach neighboring properties.

E. Property Contact Information

1. The Owner or the Owner's Authorized Agent shall keep on file, with the county, and shall notify each renter, in writing, of the contact information for the Owner or Owner's Authorized Agent who shall be available 24 hours a day, seven (7) days a week, whenever the property is being rented for short-term rental purposes. The Owner or the Owner's Authorized Agent shall respond to any issue or complaint raised within one (1) hour of any such point of contact being notified of the issue or complaint. Property contact information shall be accessible to the public 24/7 on the Crow Wing County Website.

F. License Fees

1. License fees will be established by the Crow Wing County Board of Commissioners and published in the County Fee Schedule.

G. License Transfer

1. The short-term rental license shall not be transferrable upon any change in ownership of the licensed property, or otherwise.

Sec. 23-11. – Enforcement.

Crow Wing County will investigate all complaints and alleged violations of this Ordinance. Crow Wing County will follow up with all Owners or Owner's Authorized Agents and complainants within a reasonable period of time. The Owner or Owner's Authorized Agent shall address any substantiated complaints/violations as directed by Crow Wing County. All substantiated complaints/violations not resolved as directed will result in enforcement action as provided in 23-11 (C).

- A. If three (3) substantiated complaints/violations have occurred at a Short-Term Rental Unit within one year, then the license may be subject to revocation as determined by Crow Wing County.
- B. The intentional false reporting of a violation of this ordinance shall be considered a violation of this ordinance. The penalty for intentional false reporting of a violation will be \$100.00 for a first offense, \$150.00 for a second offense, and \$1,000.00 for a third or subsequent offense.
- C. Any Owner or Owner's Authorized Agent who fails to comply with a directive of Crow Wing County as provided in section 6.1: or who violate, disobey, omit, neglect, refuse to comply with, or who resist enforcement of any of the provisions of this Ordinance may be subject to misdemeanor prosecution, forfeiture of their license, or both.

D. Any license revoked under this section will not be reissued for a period of 1 year from the date of revocation.

Sec. 23-12. – **Administrative** Appeals.

Appeals from any order, requirement, decision or determination made by Crow Wing County shall be first made to the County Administrator. Appeals of the decision of the County Administrator shall be brought in the District Court of Crow Wing County.

Sec. 23-13. – County/City Cooperative Agreement

Crow Wing County may provide administration of a Short-Term Rental ordinance for a city provided the following conditions are met:

- A city must initially notify the Land Services Department by December 31 in writing of the city’s desire for the County to administer a Short-Term Rental Ordinance on behalf of the city for the following year. No notification is required for subsequent years.
- The city must adopt the County Short Term Rental Ordinance verbatim.
- The city must enter into an agreement with the County where the city agrees to be the responsible party for enforcement of the Short-Term Rental Ordinance.

PASSED BY THE CITY COUNCIL of Crosslake, MN this _____ day of _____, 2024.

Dave Nevin, Mayor

ATTEST:

Charlene Nelson, City Clerk

E.
l.
a.

Permanent Recruitment Terms of Business

This agreement (the "Terms") is made between Brainerd Lakes Area Economic Development Corporation, including but not limited to all of its assumed names, trade names, affiliates, and subsidiaries (collectively referred to as "BLAEDC") and City of Crosslake, MN (hereinafter to be called the "Client").

1. BLAEDC will introduce individuals seeking employment ("Candidate(s)") to the Client in accordance with the Terms as set forth in this Agreement. In the event the Client hires a Candidate introduced by BLAEDC, the Fee shall become payable to BLAEDC.
2. These Terms can be terminated by either the Client or BLAEDC in writing, at any time, with 30 days written notice.
3. To enable BLAEDC to introduce suitable Candidates, the Client agrees to provide BLAEDC with any and all requisite information regarding its vacancies including the anticipated start date, the position title and job description, including but not limited to: type of work required, required experience, training and qualifications necessary for the position, the salary and benefits package, notice period requirements, any known risks to health and safety, and any other information reasonably necessary to ensure the Candidate is able to perform to the Client's standards.
4. With the Introduction of a Candidate, the Terms are deemed to have been accepted by the Client. An "Introduction" is deemed to have taken place upon BLAEDC's provision of any information about a Candidate to the Client, whether written or oral, including but not limited to Candidate contact information and any information that may be derived from a Candidate's resume.
5. A Fee may not be considered earned if the Client received the Candidate's resume or application for the same vacancy BLAEDC is recruiting for within thirty (30) business days prior to BLAEDC's referral or if the Client has been in reciprocal communication with the Candidate about the same vacancy BLAEDC is recruiting for within the ten (10) day period immediately preceding the Introduction. Either way, no Fee may be due upon timely receipt of affirmative evidence confirming the foregoing and at BLAEDC's reasonable discretion.
6. If a Candidate is hired for any position by the Client, whether on a temporary or permanent basis ("Employment"), within 12 months of the Introduction or any re-Introduction, then the Fee shall become payable to BLAEDC.
7. Should the Client fail to notify BLAEDC within fourteen (14) calendar days of the Candidate's first day of Employment (the "Start Date"), a fee becomes payable of 40% of the anticipated first year's Total Compensation of the Candidate.
8. The Client shall be given access to and/or acquire certain confidential information about BLAEDC and the Candidates including, but not limited to, Candidate contact information, Candidate references, and profiles or resumes. This information shall only be used by the Client for the sole purpose of conducting business with BLAEDC and may not be furnished to third-parties without BLAEDC's advanced written consent. The Client acknowledges and agrees that any breach of this provision would harm BLAEDC and the Client is fully liable for and subject to the Fee in the event Employment takes place by a party other than the Client as a direct result or any such breach in addition to reasonable attorneys fees incurred, regardless of a lawsuit is filed or not.
9. If an offer for Employment made to a Candidate is subsequently rescinded by the Client at any time within the two weeks preceding the Start Date, the Client shall be liable to pay BLAEDC an administration fee of \$5,000.

10. The Client shall provide to BLAEDC a full statement of the Candidate's anticipated first year's total earnings prior to the Candidate's Start Date, which shall include, without limitation, the Candidate's gross salary, bonuses, allowances, commissions, and guaranteed draw ("Total Compensation"). For sales and commissions-based positions BLAEDC shall include the total of the on-target earnings (OTE) for the first year when calculating the Fee.
11. The fee shall be 15 % the first year's Total Compensation (the "Fee") and invoiced to the Client on the Start Date.
12. An invoice for the Fee is payable within 7 days of its date of issue. The Client agrees to supply BLAEDC with any required invoicing information in advance of the Start Date. The Client is responsible for payment of costs incurred by BLAEDC as a result of non-payments, late payments, or any breach of the Terms by the Client, including but not limited to, attorneys' fees. The Client is liable to pay such costs upon demand. The Client shall incur interest at 14.5% on Fees not paid when owed.
13. BLAEDC guarantees a Candidate's Employment with the Client for a period of 6 weeks from the Start Date ("Guarantee Period"). If the Candidate's Employment is terminated within the Guarantee Period, BLAEDC will refund the Client at the rate of 12.5% of the Fee for each full week remaining in the Guarantee Period in which the Candidate was no longer employed by the Client, subject to paragraph 14 set out below.
14. No refund shall be payable if:
 - I. The cause of termination results in the Candidate qualifying for unemployment compensation, whether or not the employee applies for and/or receives it.
 - II. BLAEDC is not notified in writing within 7 days of the termination of Employment: or
 - III. The Fee is not paid to BLAEDC in accordance with the Terms.
15. While BLAEDC agrees to provide Candidates in accordance with paragraph 3. The Client is ultimately responsible for ensuring the suitability and capability of a Candidate for Employment, including without limitation taking action to verify skills, references, qualifications, certifications, drug screens, criminal background checks, and any work permits. It is at the Client's sole discretion to hire a Candidate and the Client is fully liable for this hiring. The Client fully understands the risks and responsibilities associated with utilizing a recruitment agency and BLAEDC takes no responsibility whatsoever for the acts or omissions of the Candidate.
16. The parties agree that the relationship between them is that of independent contractor and that neither party shall have any authority to represent or bind the other and that neither party shall hold itself out or have any authority as an agent of the other for any purpose whatsoever. Nothing herein shall be construed as creating a principal and agent, joint venture, or any other type of relationship besides independent contractor between the Client and BLAEDC.

Client shall each remain solely responsible for the payment of all wages and benefits for Candidates hired by the Client, and BLAEDC is not responsible for the withholding or payment of any payroll deductions or taxes, or the provision of workers' compensation or unemployment insurance coverage, for or on behalf of employees of the Client for any payment or expense in respect of claims arising under the Client's employee benefit plans. As between BLAEDC and the Client, the Client shall remain specifically responsible for any applicable federal, state or local withholding or income taxes, paying Social Security taxes, and providing unemployment compensation and workers' compensation insurance or coverage for Candidates.

17. BLAEDC EXCLUDES AND DISCLAIMS ALL WARRANTIES WHATSOEVER, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE.

BLAEDC SHALL NOT BE LIABLE TO THE CLIENT FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT.

18. The Client (the "Indemnifying Party") will indemnify, defend and hold harmless BLAEDC (the "Indemnified Party") from and against all claims, demands, suits and expenses (including reasonable attorneys' fees) brought by any person or party for property damage and personal injury (including death) arising from the negligent or illegal act or omission of the Indemnifying Party or any of its employees and contractors in the performance of services hereunder, except to the extent of the negligent or illegal act or omission of the Indemnified Party or its employees and contractors.
19. The parties' obligations under these Terms of Service which by their nature continue beyond termination, cancellation or expiration of these Terms of Service, shall survive termination, cancellation or expiration of these Terms of Service.
20. These Terms of Service represent the entire agreement between the parties and supersede any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. These Terms of Service may only be amended in a writing specifically referencing this provision and executed by both parties. These Terms of Service shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity, or illegality of any provision of these Terms of Service shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation to the extent possible to best express the original intent of the parties.
21. This Agreement constitutes the product of the negotiation of the parties hereto and the enforcement hereof shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship hereof.
22. THIS AGREEMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER SHALL BE PROPER ONLY IN CROW WING COUNTY, MINNESOTA.

BLAEDC: _____	Client: _____
—	—
Title: _____	Title: _____
—	—
Date: _____	Date: _____
—	—

Step 1: Information Gathering: BLAEDC will meet in a group or individually with each Council member to gather information about their desires in the City Administrator position. We will also be willing to meet with department heads if interested.

Step 2: Development: A job duties list will be written based on the information received from the City Council. BLAEDC will then develop a professional job description that is to be used for recruitment purposes. A draft will be presented to the City Council for consideration and approval prior to advertising.

Step 3: Advertisement and Recruitment: BLAEDC will advertise the position and make direct contact with all possible candidates including non-active job seekers. We will post the position out to over 300 job boards, college recruitment boards and governmental association job boards. Regular communication with candidates will occur throughout the process. BLAEDC will gather the resumes directly unless the city prefers to use an existing city process.

Step 4: Initial Screening and Review: BLAEDC will review every application received and determine semifinalists based on job related criteria. BLAEDC will conduct an initial phone interview with the semifinalists and present an interview summary to the City Council for the selection of finalists to be interviewed.

Step 5: Selection: After the City Council (or committee) selects finalists, BLAEDC will complete reference checks on each candidate. BLAEDC will also set up a meet and greet event or other options as requested and it will be coordinated with the final City Council interviews. Prior to interviews, Mike will prepare questions and then facilitate all interviews and other activities the City Council determines appropriate. The final interview process can include a variety of components based on the wishes of the City Council. Some examples include: • Individual interviews with each Council member • Lunch with Council and department heads • City Tour • Department head interview • Community Panel interview • Community meet and greet event • Final interview with the full Council. We can discuss options and then build a specific plan that fits the desire of the Council.

Step 6: Offer: After interviews are complete, BLAEDC will assist the City Council with deliberations and facilitate the offer to the selected candidate. We will negotiate the terms with the candidate based on the parameters established by the City Council.



DDA
Human Resources, Inc.
a David Drown Associates Company

Waconia Office:
P.O. Box 534
Waconia, MN 55387
(612) 920-3320 x111 | fax: (612) 605-2375
liza@daviddrown.com
www.ddahumanresources.com

E.
I.
b.

February 23, 2024

Sent via email only

Mayor and City Council
City of Crosslake
13888 Daggett Bay Road
Crosslake, MN 56442

Dear Honorable Mayor Nevin and Members of the Council,

Thank you for the opportunity to submit a proposal to assist the City of Crosslake with a search for a City Administrator. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by City Councils in Minnesota. DDA HR uses a comprehensive process ensuring clients can identify the best candidate for their organization and community.

The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- **Knowledge:** Our firm comprehensively understands city and county government in Minnesota, and our consultants are former Administrators with significant experience.
- **Neutral Third Party:** We provide a neutral, objective perspective and ensure the process is focused on assisting the Council with finding the best possible fit. If you select DDA, be assured you will not have to deal with political challenges that can creep into the hiring process.
- **Brochure/Profile:** We develop a detailed, professional profile to present the City in the most positive manner. A sample is attached.
- **Advertising and Outreach:** Our advertising and direct outreach is comprehensive and designed to penetrate deeper and reach more potential candidates. Our depth and scope of outreach is unparalleled.
- **Experience:** DDA HR has conducted more Minnesota city and county executive searches in the last five years than any other firm by a wide margin.
- **Adherence to deadlines:** When a deadline is established, we will meet it.
- **Video Interview:** DDA uses video interviews in the screening process to get quality data that may not be apparent on resumes. These videos are used by the elected body to make informed decisions on who to interview. DDA believes that the elected body should pick candidates to interview, not us. We will make sure the elected body has the needed information to make this effective. You know best.
- **Candidate Communication:** Through direct contact and a sophisticated software system, we ensure candidates understand the process and where they stand at all times. Candidates deserve nothing less.
- **Work Personality Index:** Prior to deciding on final candidates, the Council will receive a personality index report on each person being considered for an interview.
- **Background Check Process:** Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the City Council.
- **Intellectual Profile:** Each finalist will complete an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.
- **All Inclusive Pricing:** Costs for all the services we provide are included. No surprises with us.
- **Two-year Guarantee:** We include a two-year guarantee because we use a proven process that you can trust.

Thank you for your consideration. I would be happy to answer any questions the City Council may have.

Sincerely,

Liza Donabauer
DDA Human Resources, Inc.

Enclosures



CITY OF CROSSLAKE

City Administrator Search Proposal

Submitted by **DDA Human Resources, Inc.**

February 23, 2024



Prepared by:
Liza Donabauer
Management Consultant

CONTENTS OF THE PROPOSAL

- Description of the Firm
- Approach to the Process
- Service Team
- Timeline
- Process Details
- Fees
- Assurance
- References

DESCRIPTION OF THE FIRM

Proudly based in Minnesota, David Drown Associates (DDA) is a full-service consulting firm with more than 25 years working with local governments providing a full range of fiscal and economic development services, along with compensation and classification services and executive searches, to over 450 government clients throughout Minnesota. Over these years, we have gotten to know local government well, and we have worked hard to keep our services up to date to meet the ever-changing needs of our clients.

In 2013, we expanded our scope to provide human resources services — we started with executive recruitment and organizational studies and more recently added classification and compensation studies. Because of growth in our human resource service area, a new human resource affiliate company was created in 2017. DDA Human Resources Inc. currently employs eleven individuals serving cities, counties, and special districts throughout Minnesota. The vast majority of our consultants are recent practitioners having served as Administrators or Human Resource Managers.

We have provided executive search services to over 125 cities and counties throughout Minnesota. Therefore, we understand the current challenges, know hundreds of potential candidates, and have our finger on the pulse of hiring City and County Administrators and Managers anywhere in the state.

We take great pride in providing the best service at a fair and equitable price. We think you will find that our small company is nimble, efficient, and personable. We know and understand local government, and that will always guide our work.

APPROACH TO THE PROCESS

Our approach to this search will be to focus on finding the best fit for the City of Crosslake. This is accomplished, first and foremost, by listening to what you are saying, understanding your goals and objectives, and building the search process off that foundation.

After gathering background information, we comprehensively advertise the position and make sure that the posting gets into the hands of prospective candidates. In some cases, those persons are not active job seekers, so we will make every effort to find those folks through direct outreach efforts. After the posting closes, an analysis of candidates will be completed so that, when the semifinalists are presented to the City Council, you will be confident that these people are the best matches from the submitted applications.

After the Council selects the finalists, these candidates will be fully researched, and all necessary hiring information will be available prior to the Council making a decision.

Communication with the City Council is a high priority. In addition to our Consultant Liza Donabauer being on site regularly, the City Council will receive weekly email updates, and she will always be available for questions.

SERVICE TEAM

LIZA DONABAUER – PROJECT LEAD

Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica.



Contact Information:

liza@daviddrown.com

612-920-3320 x111

P.O. Box 534

Waconia, MN 55387

Since joining DDA, Liza has conducted over 60 Administrator/Manager, Department and Executive Director searches.

Organizations/Affiliations

- Liza enjoys working with colleagues throughout the state through her involvement in MCMA, a state affiliation of ICMA.
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)

GARY WEIERS

Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a \$50 million organization with over 350 employees.



Contact Information:

gary@daviddrown.com

612-920-3320 x109

1327 Merrywood Court

Faribault, MN 55021

Gary has worked with local governments ranging in size from a couple thousand residents to communities of over 150,000 persons.

In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota.

Gary has conducted over 95 executive searches and numerous organizational studies. Gary will assist with recruitment and consulting as needed.

PAT MELVIN

Pat joined DDA as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina.

Pat grew from being the Special Projects Administrator in Wright County to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach. While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan.

Pat will assist with recruitment and reference checking as needed.



Contact Information:

pat@daviddrown.com

612-920-3320 x116

3620 Northome Ave

Wayzata, MN 55391

BART FISCHER

Bart joined DDA in 2023 as a Management Consultant that focuses on mentoring/advising, organizational work, strategic planning, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients.

Bart's experience has taken him from being the Assistant City Administrator in the Cities of Newport and Chaska, Minnesota, to being the City Administrator in the Cities of Falcon Heights and Oakdale, Minnesota. As a consultant, Bart has fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuits and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals. Bart obtained his Master's in Public Administration from Metropolitan State University in St Paul.

Bart will assist with recruitment and consulting as needed.

Organizations/Affiliations

Bart enjoys working with public administration colleagues through his involvement in:

- MCMA (MN City/County Managers Association)
- MCMA Annual Conference Planning Committee
- MAMA (Metro Area Managers Association)
- ICMA (International City/County Managers Association)
- League of MN Cities



Contact Information:

bart@daviddrown.com

612-920-3320 x119

7383 Hyde Ave S

Cottage Grove, MN

LIZ FOSTER

Since joining DDA in 2015, Liz has been involved in over 160 executive search processes and other human resource projects. As a Certified Professional Recruiter and Internet Recruiter through AIRS®, Liz performs Recruitment Only search services for clients looking for assistance hiring those hard-to-fill positions.

In addition to recruitment, Liz provides support and assistance to the Management Consultants within the Human Resources Division. While assisting our Management Consultants, some of Liz's duties include community research, creating position profiles and advertisements, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our Management Consultants.



Contact Information:

liz@daviddrown.com

612-920-3320 x108

605 25th Ave NW

Austin, MN 55912

TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed. The dates highlighted in yellow indicate required Council participation.

ITEM	TASK	COMPLETION DATE
Decision by City Council to proceed		February 26, 2024
Information gathering	<ul style="list-style-type: none"> Gather all pertinent background information Gather salary information and review job description Meet with staff, stakeholders, and each member of the City Council 	March 11, 2024
Professional position profile	Develop position profile and advertisement	April 1, 2024
Approve position profile	City Council approves profile, job description, salary range, and hiring process	April 8, 2024
Candidate recruitment	<ul style="list-style-type: none"> Post position immediately upon approval of profile Comprehensively advertise Email and phone calls to prospective candidates 	April 9, 2024- May 7, 2024
Screening of applicants	DDA will review and rank applicants based on job related criteria and select semifinalists	May 8, 2024
Personality Index	DDA will administer a work-related personality index to all semifinalists	May 19, 2024
Video interview	Each semifinalist will complete a video interview	May 19, 2024
Selection of finalists	<ul style="list-style-type: none"> City Council selects finalists for interviews DDA will notify candidates not selected as finalists 	May 28, 2024 Special Meeting
Background check of all finalists	Includes: <ul style="list-style-type: none"> Criminal background: county, state, national Sex offender registry Social Security number verification Education verification Credit check 	June 9, 2024
Reference check on all finalists	DDA will conduct reference checks with current and former employers on all finalists	June 9, 2024
Intellect profile	DDA will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.	June 9, 2024
Finalist packet	DDA will provide the Council information including: <ul style="list-style-type: none"> Summary of references Results of background checks Personality index reports Video interview Resumes, etc. 	June 10, 2024
Interviews	DDA will prepare all interview materials and be present at all interviews and other functions. It is recommended that Council interviews be at a special meeting	June 14 or 17, 2024 Special Meeting
Decision	City Council will select candidate for offer	June 14/17, 2024
Offer and agreement	DDA will negotiate agreement with selected candidate	June 19, 2024
Projected start date	New Administrator begins	July 2024

PROCESS DETAILS

STEP 1: INFORMATION GATHERING

DDA will gather and assemble background information pertaining to the City and position. In addition, Liza will meet individually with all Council members to discuss candidate attributes, experience, and other important qualifications. Others will be interviewed as per the direction of the City. At the same time, the job description will be reviewed and updated and, if needed, we will gather relevant comparative salary information for consideration by the Council. We will quickly develop a comprehensive understanding of the organization, community, and position.

Deliverables:

- In-person information gathering via interviews with the Council
- DDA receives information from the City such as organizational chart, logos/images, budgets, existing job description, etc.

STEP 2: DEVELOPMENT OF POSITION PROFILE

Based on the information received from the City Council, DDA will develop a professional position profile that is customized to present the City of Crosslake in the most positive manner and provides prospective candidates with meaningful information. A draft will be presented to the City Council for consideration and approval prior to advertising. A sample profile is attached.

Deliverables:

- Draft profile sent to City Council for approval
- Review and approval of job description and salary range by Council
- Review and approve proposed search timeline for purposes of advertisement and scheduling

STEP 3: ADVERTISEMENT AND RECRUITMENT

DDA will comprehensively advertise the position and make direct contact with possible candidates who are not active job seekers or traditional candidates. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

Given the challenging job market as of recent, we have added advanced recruiting methodologies to our portfolio through LinkedIn's robust recruiter platform. LinkedIn has nearly 800 million members with over 52 million job seekers visiting LinkedIn Jobs every week. This platform offers us 100% visibility of all those members. The use of over 40 advanced recruiting filters, recommended matches, and up-to-date insights allow us to reach individuals that possess the desired backgrounds and/or experiences. It offers our job posts high visibility to both active and passive candidates across more than 50 million organizations and over 38,000 skills. At the same time, it allows us to personalize messages and connect with candidates in a career focused environment.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota

- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas
- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- University of Iowa
- University of Wisconsin
- University of South Dakota
- University of Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- National League of Cities
- National Association of Counties
- International City/County Management Association
- Woman Leading Government (WLG)
- Network of Asian Public Administrators
- LinkedIn

The simple DDA online application process will be used unless the organization prefers to use an existing methodology. Our online application system enables us to efficiently manage applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively.

We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the "right opportunity."

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms
- Direct contact through established professional networks
- We utilize our database of identified prospective candidates to contact via email or phone call

STEP 4: INITIAL SCREENING AND REVIEW

DDA will complete a comprehensive analysis of every application received and determine approximately 8-12 semifinalists based on job related criteria to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to determine

whether they see the candidate as a good prospect for a final interview and gain additional insight on the candidate's education, experience, personality, as well as their ability to think on their feet, all of which has been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client's laptop, phone, or smart device in a location and at a time that is convenient for them. Candidate confidentiality when the Council is deliberating is maintained by assigning and referring to each semifinalist candidate as a number. Candidates are considered public once they are chosen as a finalist.

Each semifinalist would also complete an information disclosure and a work-related personality index. About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the Council for viewing. This will allow you ample time to comprehensively review candidates prior to determining who to bring in the for the final interviews. Upon reviewing this introductory material, DDA will then assist the Council in selecting its finalists for final interviews. After the Council selects finalists, those not selected as finalists will be notified by DDA.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview
- Results of personality assessment
- Results of information disclosure that provides insight about conduct that could be viewed as impacting one's ability to perform the requirements of this leadership role
- Confirm interview schedule and logistics
- DDA will contact those not selected

STEP 5: SELECTION

After the City Council selects finalists, DDA will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA will conduct character references with current and former supervisors to discuss various work responsibilities, projects, initiatives, leadership style, personality characteristics, etc.

In addition, DDA will administer an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.

Approximately one week prior to the final interview process, the City Council will have access to each of the candidate's application materials, video interview, background check results, reference information, information disclosure, a work personality report, and an intellectual profile on each person.

Early in the search process, Liza will discuss interview possibilities including leadership staff participation or virtual and/or in-person options for community involvement through a meet and greet event or interview panel, stakeholder interviews, individual and/or full Council interviews, a community tour, lunch with leadership staff, or other functions.

Prior to interviews, Liza will prepare questions and then facilitate all interviews and other activities the City Council determines appropriate. Our goal is to make the process smooth and painless so the City Council can focus all its energy on finding the right person for the job and minimize staff disruptions to ensure the City can focus on the tasks at hand.

Deliverables:

- List of 3 to 5 finalists, confirming interview schedule and logistics
- Leadership staff interview panel including summary of comments

- Community engagement opportunities with virtual options
- Tour of the community logistics
- Video Interview
- Summary of References
- Results of background checks
- Personality Index
- Intellect Profile
- Information Disclosure
- Cover letter and resume
- Press release

STEP 6: OFFER

After interviews are complete, Liza will assist the City Council with deliberations, and she will facilitate the offer to the selected candidate. Liza will negotiate the terms with the candidate based on the parameters established by the Council.

Deliverables:

- Employment agreement
- Press release
- DDA will contact those not selected

STEP 7: FOLLOW UP

DDA will make periodic contact with the new Administrator for at least the first year of employment.

Deliverables:

- Periodic check in with new Administrator and Council representative

LIST OF SEARCH CLIENTS FROM THE PAST TWO YEARS

In addition to the specific references listed on the following page, the City is encouraged to speak with any of the entities listed below:

CITIES

Aitkin- Administrator
Barnesville- Administrator
Benson- Manager
Breezy Point- Administrator/Clerk/Treasurer
Chatfield- Administrator
Corcoran- Administrator
Credit River- Administrator
Crystal- Manager
East Grand Forks- Administrator
Fairmont- Public Works Director
Hawley- Administrator
Lakeville- Finance Director
Mahnomen- Administrator
Maple Plain- Administrator
Mayer- Administrator
Mora- Administrator/Public Utilities General Manager
Morris- Manager
New Hope- Manager
Newport- Administrator
North Mankato- Administrator
North St. Paul- Manager
Norwood Young America- Administrator
Nowthen- Administrator
Olivia- Finance Director
Pelican Rapids- Administrator
Redwood Falls- Finance Director
Red Wing- Human Resources Manager
Richmond- Administrator/Treasurer
Spring Park- Administrator/Treasurer
Stillwater- Administrator
Wadena- Administrator
Watertown- Administrator
White Bear Lake- Manager
Winsted- Administrator
Winthrop- Administrator

COUNTIES

Kittson- Administrator
Morrison- Administrator
Nicollet- Administrator
Roseau- Engineer

OTHER ENTITIES

Albert Lea HRA- Executive Director
Dakota 911- Executive Director
Des Moines Valley Health and Human Services- Administrator
Kitchigami Regional Library System- Executive Director
Metro-INET- Executive Director
Middle Fork Crow River Watershed District- Executive Director
Mississippi Watershed Management Organization- Executive Director
Red Wing HRA- Executive Director
Riley Purgatory Bluff Creek Watershed District- Administrator

DDA is currently conducting searches for the Cities of Baudette, Faribault, Forest Lake, Maple Lake, New London, Staples, Waconia, and Waverly, Minnesota, and the Counties of Anoka, Becker, Benton, Dakota, Mahnomen, and Steele, Minnesota.

FEES

The fee for this search process is \$24,000, payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including travel, advertising, personality index, intellectual profile, background checks on all finalists, etc.

If the City chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the City and the candidates. DDA would be available to provide input and guidance on this item.

ASSURANCE

If the newly hired Administrator leaves the organization within the first 24 months of employment, DDA will complete another search without professional service fees. Only actual expenses will be billed to the City.

ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal stated herein.

Client Representative Name: _____

Client Representative Signature: _____

Date: _____

REFERENCES

Charlotte Gabler

Councilor, City of Monticello
City Administrator Search
Phone Number: 612-669-8120
Email: charlotte.gabler@ci.monticello.mn.us

Chris Kostik

Mayor, City of Credit River
City Administrator Search
Phone Number: 612-986-8162
Email: kostik@creditrivier-mn.gov

Dave Borchert

Board Chair, Brown County Commissioner
County Administrator Search
Phone Number: 504-354-3295
Email: commissionerdistrict1@co.brown.mn.us

Rich Murray

Mayor, City of Albert Lea
*Econ. Dev. Executive Director (ALEDA) &
HRA Executive Director Searches*
Phone Number: 507-383-1530
Email: rmurray@ci.albertlea.mn.us

"Thank you again, Liza, for a well-organized, professional, and detail-oriented process/search with us. It went so smoothly. I've been on Council through quite a few hires now, and this by far has been the best."

**-Charlotte Gabler, City Council Member
City of Monticello, MN**

"We are very pleased with the professional services that you and your firm provided for a City Administrator. The process was stress free and provided us with many qualified candidates; this would have been very difficult for us to accomplish on our own. Thank you to Liza and her colleagues for guiding us from start to finish. Would highly recommend other organizations to consider DDA Human Resources for their hiring needs."

**-Chris McKern, Mayor
City of Kasson, MN**

DDA has been outstanding to work with. Liza Donabauer is fantastic and her past experience as a city administrator and an HR manager really allows her to be especially responsive to the needs and wants of a city's officials and senior staff. Liza is fantastic with communication with the council and staff which helps everyone feel connected and comfortable with the process.

**-Dan Coughlin, Former City Administrator
City of Olivia, MN**

"After working with then, City Administrator Liza Donabauer for over 2 1/2 years, I can truthfully say she is the epitome of hard work and dedication to her profession. Her communication skills and procedures are without compare, and she did not shy away from any challenge. I have no doubt that she will continue to provide exemplary service in any work endeavor."

**-Rich Nagel, Former Mayor
City of Arlington, MN**

"David Drown and Associates realize that every city has its own personality and you (Liza Donabauer) worked to identify New Brighton's personality to assure us the best possible candidate to become our new City Manager. The work that was done by you prior to even advertising for the position was key to our success. You spent hours interviewing staff, council and citizens trying to identify the qualities as well as the qualifications desired in a City Manager for our community. The resulting documentation represented New Brighton well and encouraged numerous qualified candidates to apply. Throughout the process, the entire Council was informed of progress and action steps along the way."

**-Val Johnson, Former Mayor
City of New Brighton, MN**



Sample Profile



CITY ADMINISTRATOR

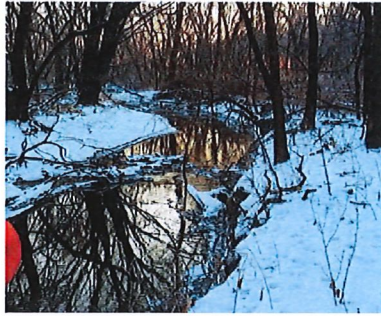
Salary Range: \$85,520 to \$122,527



WELCOME TO WINSTED, MINNESOTA!

The City of Winsted, Minnesota, is a city located just west of the Twin Cities metropolitan area in McLeod County. Home to 2,296 residents, this City offers the charm of a small town, and its residents take pride in its uniqueness and have great community spirit.

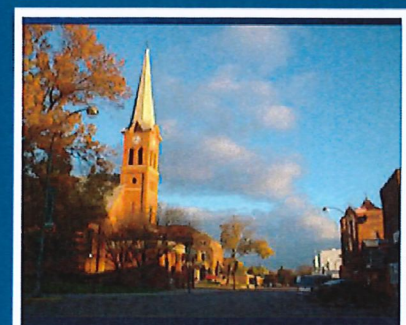
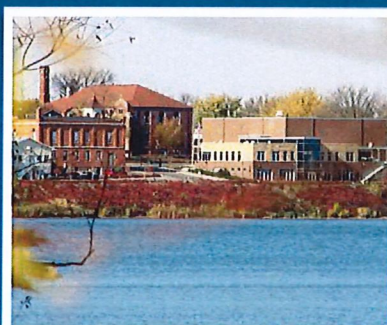
Winsted is known as a clean, tight knit, beautiful lake community with a thriving industry, elevated level of community volunteerism, quantity and quality of community events and activities, and a place where the citizens look out for each other.



ECONOMIC VITALITY

As a growing community just outside of the Twin Cities metro area, opportunities abound for commercial development to provide goods and services to the area. The City of Winsted is home to several industries that are poised for growth. In 2014, the City purchased land for its new industrial park which consists of more than 58 acres that has been annexed into the Winsted city limits. In recent years, Winsted has seen new industries fill its industrial park and several established businesses have expanded. The City has built a new City Hall and has a health care campus offering state-of-the-art services. Local retailers are promoted by the Winsted Area Chamber of Commerce through a variety of initiatives. Residents don't need to leave town to find grocery stores, household items, auto body repair, financial planning services, dining options, hair care, and more. Downtown Winsted is a source of great pride among the residents and businesses of the community. Organizations like the Winsted Arts Council and "WHAT UP" (Winsted Holding Activities That Unite People) have held several events designed to bring visitors to downtown Winsted.

Winsted's low tax rate reflects its large industrial base. The City continues to look for opportunities to expand its industry base even further. The City has also put a lot of focus on generating residential development which will continue to be a top priority for the new Administrator.



EDUCATION

HOWARD LAKE- WAVERLY-WINSTED PUBLIC SCHOOLS



Howard Lake • Waverly • Winsted Public Schools
"Excellence Through Education"

Public education in the City of Winsted is provided by Howard Lake-Waverly-Winsted (HLWW) Public Schools. The District comprises an area of about 115 square miles, primarily in Wright County, with a portion located in McLeod County, and a small portion in Carver County. A district-wide enrollment of over 1250 students in K-12, shows the District is continuing to grow.

The District's 9th-12th grade high school and 5th-8th grade middle school are located between Howard Lake and Winsted, and the K-4th grade elementary and preschool facilities are located in Waverly and Winsted.

Winsted Elementary was recognized as a Minnesota School of Excellence in 2014, and as a Reward School by MDE in 2011, 2012, 2014, and 2015.

The High School was honored by being named one of "America's Best High Schools" by US News and World Report in 2016. Out of over 21,000 high schools, HLWW High School was ranked in the top 11 percent in the nation. HLWW High School earned a Silver Medal.



HOLY TRINITY SCHOOL

Holy Trinity School

WISDOM • EXCELLENCE • WORSHIP

Pre K-12

Holy Trinity Catholic Parish and School in Winsted, founded in 1883, is one of only a handful of Catholic co-educational schools in Minnesota that serve students pre-kindergarten through 12th grade.

The school has an enrollment of approximately 220 students and attracts families to the community.

Over 90% of graduates pursue higher education, and many business leaders in the community have graduated from Holy Trinity.





 **RIDGEVIEW**
You Matter Here

HEALTHCARE

RIDGEVIEW WINSTED CLINIC

Quality healthcare in Winsted is provided by the Ridgeview Winsted Clinic, a satellite office of Ridgeview Medical Center in Waconia. The facility houses primary care physicians and specialists that are experts in caring for the full spectrum of health issues in patients of all ages. Some of the services that the clinic provides include same-day appointments, on-site laboratory services, x-ray services, and podiatry.

Although Winsted does not have its own hospital, there are a number of them close by.

The City is also home to businesses that provide adult care, chiropractic services, dental care, health & fitness, massage therapy, and pharmacy services.



Recreation & Community Events

Winsted is proud of its outdoor recreational opportunities and its great trails, parks, and open space system. The City believes that trails and open space are an integral component in the City's development and growth. Because of this, a Comprehensive Trail Plan was put in place. The Luce Line State Trail follows the corridor of a former railroad line and has been maintained by the DNR since 1976. The trail, which goes through Winsted, runs 63 miles from the western metro suburb of Plymouth to the town of Cosmos. It is available for multiple uses such as hiking, biking, inline skating, cross-country skiing, and snowmobiling. A parallel horse trail is also included. The City's seven parks offer residents and visitors such amenities as picnic shelters, ball fields and courts, horseshoe pits, playground equipment, an amphitheater, and much more.

Winsted Lake is also an important part of outdoor recreation for City residents and visitors that offers swimming, fishing, and boating.

The City also features festivals and celebrations throughout the year. Each year, residents and visitors of Winsted look forward to the Winsted Summer Festival, a festival that is held the second weekend in August and features events including a canoe race, fireworks, live music, a fun run, two parades, a beanbag tournament, a horseshoe throwing competition, a pedal pull, petting zoo, and much more. Winsted royalty are also crowned the last day of the celebration. Another popular City event is the Winsted Winter Festival. This festival takes place the first weekend of December and features a lighted Christmas parade, a snowmobile show, an art exhibit, visits from Santa Claus, and more. The Winstock Country Music Festival is also held annually in the City and is one of the upper Midwest's premier outdoor country music and camping festivals that features up-and-coming artists as well as big name artists.

THE ORGANIZATION

The Mayor and City Council serve as the local legislative body in Winsted. They adopt an annual budget, approve expenditures, appoint all staff, and ratify all policies and ordinances of the City.

Each Council Member speaks to the City's commitment to progressive initiatives and planning. Maintenance plans and funding have been established for pavement management, sewer lining, and tree trimming. The water tower and WWTP are built for a community with a population of 10,000 residents. A five-year capital improvement plan has been established and updated annually. The City Council engages in annual goal setting retreats, with quarterly updates provided by the City Administrator.

With a beautiful City Hall overlooking the lake, the Council Chambers and City Administrator's office come with a view! The City enjoys long and trusted relationships with its professional consultants (engineering, finance, and building inspections). The City Council is experienced in working with a City Administrator and has a demonstrated history of trusting in its city staff. City Council supports continued education and training for its City Administrator and staff.

The City Council is appreciative of its community members serving on the various boards and committees including Economic Development Authority, Planning, Parks, and Airport. These groups serve as the first filter for the Council.



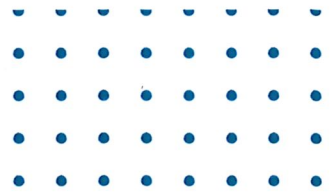
The state and federal government recently invested millions in the Winsted Municipal Airport to improve its runway. Future plans are in place for the construction of additional hangars.

Bonds will be sunsetting in 2028, which will provide an opportunity for a major project.

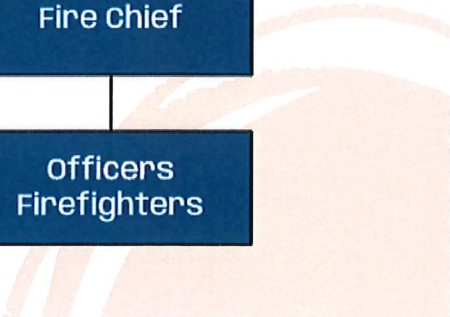
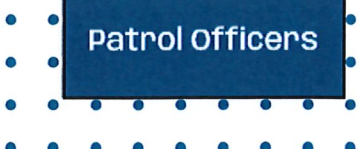
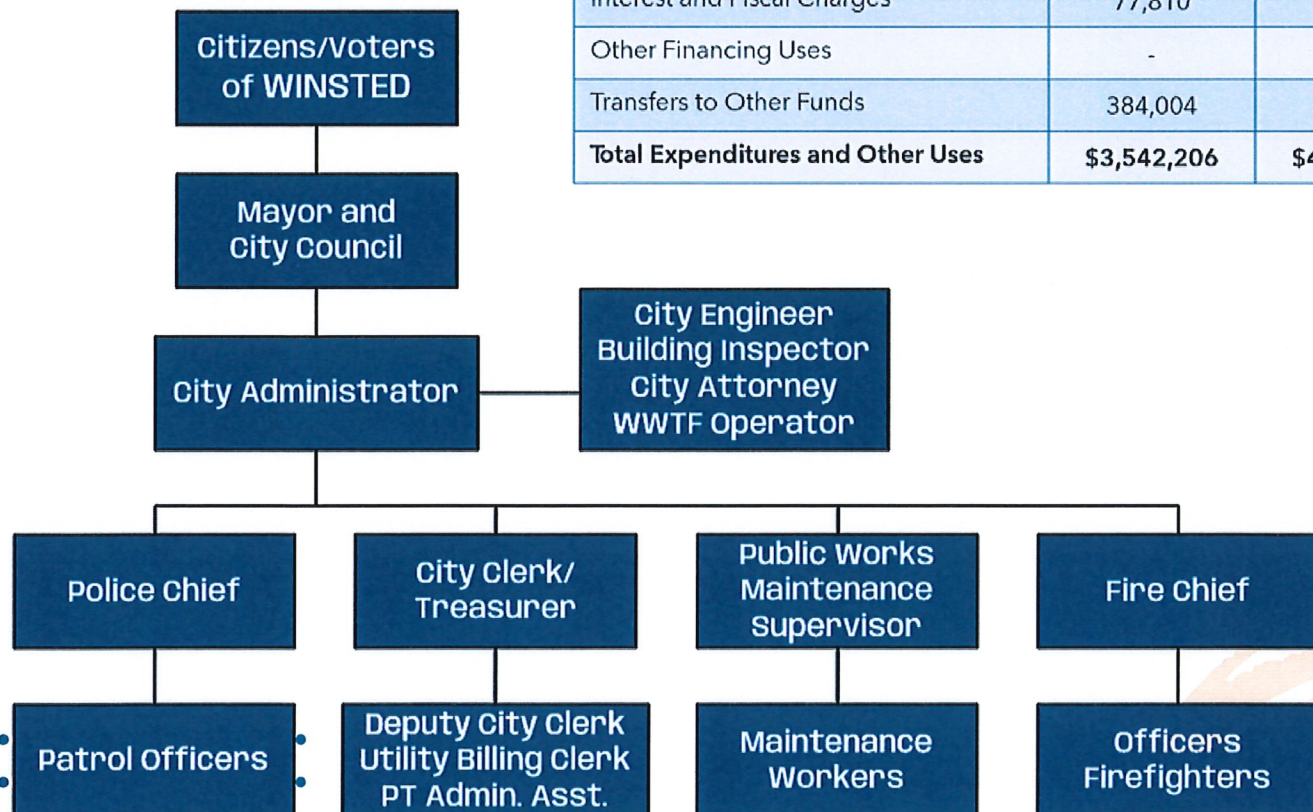
The City of Winsted employs 11 full-time and 12 part-time staff.



The City of Winsted will provide services and resources for its citizens and businesses that promote opportunities for a high quality of life, while sustaining a hometown atmosphere.

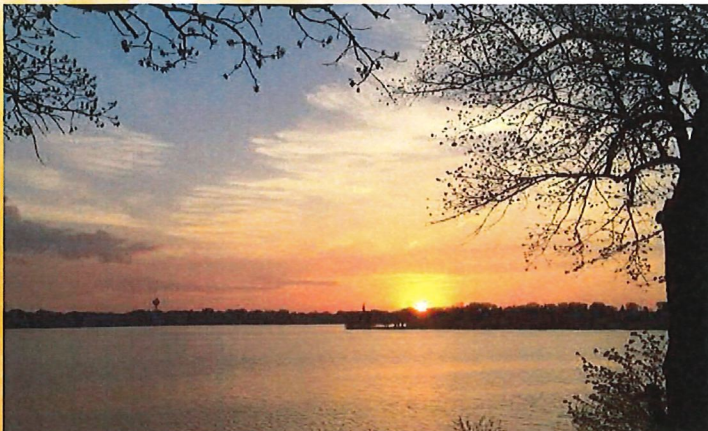


Expenditures	2021	2022
General Government	491,674	504,449
Public Safety	883,069	951,008
Streets & Highways (excluding Const.)	421,524	423,773
Sanitation	-	-
Human Services	-	-
Health	-	-
Culture and Recreation	79,385	80,885
Conservation of Natural Resources	-	-
Economic Development and Housing	-	10,000
All Other Current Expenditures	502,988	464,373
Total Current Expenditures	\$2,378,640	\$2,434,488
Streets & Highways Capital Outlay	166,900	990,000
All Other Capital Outlay	166,852	174,333
Debt Service - Principal	368,000	467,000
Interest and Fiscal Charges	77,810	76,595
Other Financing Uses	-	-
Transfers to Other Funds	384,004	341,196
Total Expenditures and Other Uses	\$3,542,206	\$4,483,612



Core Duties of the Position

- Directs and manages all aspects of the financial and administrative operations for the City, including making recommendations regarding policy development and financial planning.
- Oversees and coordinates the financial/fiscal planning and operations of the City, including development of annual general fund, water/sewer budget, and capital improvements program for consideration by the City Council; and, in consultation with the Clerk/Treasurer, oversees the administration and monitoring of expenditures.
- Works with the Clerk/Treasurer to coordinate the preparation of financial statements, financial reports, special analyses, and information reports for presentation to the City Council.
- Implements City Council directives, policies, and ordinances.
- Researches and prepares reports and recommendations for City Council consideration on a variety of City issues to improve the health, safety, welfare, and economic development of the City, including improved methods of operation, replacement, or upgrading of equipment and exploration of grants or other funding sources.
- Manages large infrastructure projects.
- Communicates, implements, and monitors short-term and long-term goals, objectives, policies, and directives of the Council.
- Provides leadership in goal setting and future planning efforts for the Mayor and City Council.
- Plans and directs delivery of City services to the public by working closely with department heads to plan and coordinate their functions and works in cooperation with the City's attorney, engineer, planner, and building official to ensure efficient and effective provision of services.
- Plans, develops, and directs personnel programs, policies, and procedures designed to maximize work potential and interests of each employee and effectively accomplish the City's goals and objectives.



Core Duties of the Position - Cont'd

- Represents the City in the negotiation, coordination, and oversight of a wide range of management, administrative, consulting, legal, and other service contracts and agreements as authorized by the City Council.
- Provides support, communications, and data analysis in the areas of parks, planning and zoning, economic development, and airport facilities.
- Communicates with the public and responds to the questions and complaints regarding City plans, operations, and activities.
- Provides information and management of the day to day operations of the City for residents, businesses, and staff.
- Performs or effectively recommends the hiring, transfer, suspension, promotion, discharge, assignment, reward, discipline, direction of work, and adjustment of grievances of subordinate personnel.
- Trains and supervises all City employees either directly or through subordinate supervisors and works with department heads to identify goals and standards against which to measure employee performance.
- Conducts annual personnel reviews; makes recommendations to City Council regarding employee salary/benefits packages and conditions of employment; and coordinates all phases of personnel administration, including control over personnel files.
- Attends and participates in all meetings and coordinates preparation of agendas, supporting reports, recommendations, and action plans of the City Council and various City commissions and committees.
- Represents the City at various local, regional, and state meetings and functions while cooperatively working with other governmental agencies and officials on matters of mutual interests.
- Supports, communicates, and analyzes data for the Mayor and City Council.





DESIRED ADMINISTRATOR ATTRIBUTES

▶ Demonstrates drive, wants to be engaged, is a problem solver, and is genuine in their action and words.

▶ EDA driven! Keeps communications open with, and pursues, developers. Has a "How do we continue to grow?" mentality.

▶ Has strengths in relationship building. Is a collaborative and confident communicator, active listener, quick on their feet, a good public speaker, and comfortable delivering good and bad news at a level people can understand.

▶ Has a coaching leadership style. Has experience leading staff, is open and honest, builds trust, and is team driven. Gives staff the tools they need to do their job and leans on staff experience to move the team forward.

▶ Has a basic understanding of business and can explain the budget and grant process in plain language.

▶ Will be visible and not afraid to leave the office and enjoy interacting with the community and local businesses.

▶ Understands, appreciates, and practices long-term planning.

▶ Has former city administration experience; provides steady and consistent leadership to new and seasoned Council members. Ensures each Council member receives the information they need to make an informed decision.

▶ Has a strong critical thinking skillset and is comfortable asking questions and can own up to a mistake when made.

▶ Supports the Winsted Community!





NEW ADMINISTRATOR GOALS/PROJECTS/ PRIORITIES

Continue established and exciting momentum to develop Winsted as a desirable community people want to reside in.

▶ Immediately upon entering the office:

- Develop relationships with developers to bring residential housing into the community.
- Get up to speed on the County Road 5 extension project with Mcleod County; collaborate with the County to ensure the City is well represented.
- Familiarize self with water well installation project. Funding source has been identified, and engineering is complete. Implementation in 18-24 months.

▶ Explore planning activities for a freshwater treatment plant, street light replacement, infrastructure improvement, County Road 1, and road projects.

▶ With a focus on the great base of industry that already exists in Winsted, continue to find ways to grow and expand the commercial and industrial economy.

▶ Ensure there are limitless expansion opportunities to grow the housing market; entice developers to Winsted, work proactively on annexation, and explore downtown redevelopment initiatives.

▶ Work with the Park Commission to develop plans for park improvements and update equipment.

▶ Work with community partners to explore daycare, senior housing initiatives, and the addition of a senior center.

▶ Facilitate annual strategic planning and goal setting sessions and bi-annual administrative reviews.

▶ Support the Police Department in exploring and developing hiring and retention initiatives.

▶ Continue to work with state, local, and regional partners to improve the water quality of the lake.

POSITION ANNOUNCEMENT



City: Winsted, Minnesota
Position: City Administrator
Salary: \$85,520 to \$122,527
Application Deadline: 3/15/2023



Job Summary: Under limited direction, this position is the Chief Administrative Officer for the City and plans and directs all City operations in line with objectives and guidelines established by the City Council. The Administrator exercises general and administrative supervision over all City employees either directly or through subordinate supervisors and coordinates planning, legal, building and engineering activities.

Minimum Qualifications: Bachelor's degree in Public Administration, Political Science, Business Management, or related field, and three years of public administration experience. A master's degree, ten years of local government management experience, and ICMA certification are desired.

Apply: Visit <https://daviddrown.hiringplatform.com/151190-winsted-city-administrator/575988-application-form/en> and complete the application process by March 15, 2023. Finalists will be selected on March 28, 2023, and final interviews will be held on April 18, 2023.

Please direct any questions to Liza Donabauer at liza@daviddrown.com or 612-920-3320 x111.



DDA

Human Resources, Inc.
a David Drown Associates Company

DDA Human Resources, Inc.
Waconia Office
P.O. Box 534
Waconia, MN 55387

Phone: 612-920-3320 x111
Fax: 612-605-2375
liza@daviddrown.com
www.ddahumanresources.com

E. 2. a.

From: Michael Stone, Linda Randall

Crosslake Indoor Golf
36052 Co Rd 66
Crosslake, MN 56442

To: Crosslake City Council

3/4/24

To whom it may concern:

We own and operate Crosslake Indoor Golf, located on the north side of the 'Goodwill' building. Crosslake Indoor Golf opened in December 2022 with one golf simulator. In February 2024, we added a second simulator.

We consistently get requests to add a simple food and beverage operation (including a selection of beer & wine). Upon researching the feasibility of adding this amenity, we discovered an ordinance that does not allow serving alcoholic beverages within 300 feet of a church. Upon further research, we discovered this is not a state statute, but solely a local ordinance. It appears this ordinance is a blue law relic that many communities put in place following prohibition. A long list of municipalities are updating their regulations, removing such ordinances. Notably, the City of St Paul removed a similar ordinance in 2019 by unanimous council vote.

We respectfully request that the Crosslake City Council either remove this ordinance or waive its application to our operation. Our operation only has positive impacts to the community at large.

Thank you for attention in this matter, please include as an action item on the Monday, March 11 agenda. We look forward to a positive outcome.

Sincerely,
Michael Stone
Owner, Crosslake Indoor Golf

References:

<https://www.twincities.com/2019/04/10/st-paul-city-council-yes-you-can-sell-alcohol-near-st-paul-churches-downtown-schools/>

Sec. 4-24. - Location restrictions.

SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD (DOCX) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS No license for the sale of alcoholic beverages shall be granted for any building within 300 feet of any church structure.



E.
2.
b.

Gather. Grow. Go.

March 7, 2024

To: Crosslake City Council
13888 Daggett Bay Rd.
Crosslake, MN 56442

From: Crosslake Lutheran Church
35960 County Rd. 66
Crosslake, MN 56442

The Church Council of Crosslake Lutheran Church does not oppose the removal from the Crosslake City Ordinance of the location restriction which prevents the sale of alcoholic beverages from any building within 300 feet of any church structure.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Rocky Chapin".

Rocky Chapin
Church Council President

E.2.

MEMO TO: City Council

FROM: Char Nelson, City Clerk

DATE: March 6, 2024

SUBJECT: Proposed Change to City Code, Chapter 4, Alcoholic Beverages

Mike Stone of Crosslake Indoor Golf is requesting that the City eliminate the restriction in Chapter 4 of City Code that no liquor license be issued for any building within 300 feet of any church structure. Mr. Stone operates Crosslake Indoor Golf located at 36044 County Road 66, which is less than 300 feet from the Evangelical Lutheran Church at 35960 County Road 66. Mr. Stone would like to apply for a Wine/Beer License for a small restaurant at the indoor golf business and meets all other requirements to do so. The location restriction is not mandated in State Law.

If you are in agreement to remove this language from the ordinance, a motion approving the amendment and approving publication in the official newspaper is required.

ORDINANCE NO. 387
CHAPTER 4 – ALCOHOLIC BEVERAGES
ARTICLE I. – IN GENERAL
CITY OF CROSSLAKE
COUNTY OF CROW WING
STATE OF MINNESOTA

The City Council of the City of Crosslake, in the County of Crow Wing, State of Minnesota, does ordain as follows:

SECTION 1. Chapter 4 is hereby amended by deleting Section 4-24, it in its entirety.

~~Sec. 4-24. Location restrictions.~~

~~No license for the sale of alcoholic beverages shall be granted for any building within 300 feet of any church structure.~~

~~(Code 1983, § 4.60(subd. 8); Ord. No. 65, § 1(4.60), 12-12-1994; Ord. No. 152, § 2(4.60), 12-10-2001; Ord. No. 261, § 2(4.60), 8-11-2008)~~

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication according to law.

Passed by the Crosslake City Council on March 11, 2024.

David Nevin
Its Mayor

ATTEST:

Charlene Nelson
City Clerk

E.3.

MEMO TO: City Council

FROM: City Clerk

DATE: March 7, 2024

SUBJECT: 2024-2025 FIRE SERVICE CONTRACTS

The City of Manhattan Beach and the Township of Fairfield contract with the City of Crosslake for fire services. These contracts are reviewed and approved by the City Council each year and forwarded to the respective City and Township for renewal by April 1st. The cost of the contract is based on 3.5% of tax capacity for that portion of the City or Township covered by Crosslake. The amount is payable upon execution of the agreement between both municipalities.

A motion is required to renew these contracts for the period of April 1, 2024 through March 31, 2025 for the two municipalities. (Council Action-Motion)

<u>Municipality</u>	<u>Tax Capacity</u>	<u>% of Tax Capacity</u>	<u>Amount</u>
Manhattan Beach	\$613,572	3.5%	\$21,475.02
Fairfield Township (Sections 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33)	\$1,083,174	3.5%	\$37,911.09

Attachments

2023-2024 Amounts - Information Only

<u>Municipality</u>	<u>Tax Capacity</u>	<u>% of Tax Capacity</u>	<u>Amount</u>
Manhattan Beach	\$523,258	3.5%	\$18,314.03
Fairfield Township (Sections 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32 and 33)	\$1,021,327	3.5%	\$35,746.44

CROSSLAKE FIRE DISTRICTS	FINAL PAYABLE 2024		
	Total Tax Capacity	***** Land	***** Building
City of Crosslake (All)	27,176,636	1,330,213,211	1,067,743,917
Fairfield Township (part) All of Sec 6-9; 16-21; & 28-33 (VALBYSEC)	1,083,174	55,830,034	50,219,118
City of Manhattan Beach (All)	613,572	29,345,209	25,475,157

CITY OF CROSSLAKE

2024 / 2025 FIRE CONTRACT

This contract is made and entered into this 1st day of April, 2024 (“Anniversary Date”) between the City of Crosslake, Crow Wing County, Minnesota, 13888 Daggett Bay Road, Crosslake, MN 56442, a public corporation (“Crosslake”), and the City of Manhattan Beach, Crow Wing County, Minnesota, 39148 County Road 66, Manhattan Beach, MN 56442, a public corporation (“Manhattan Beach”).

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Manhattan Beach agrees to purchase from Crosslake, and Crosslake agrees to provide Manhattan Beach, the following fire services:

- Structural Firefighting

 - External Structural Firefighting

 - Interior Structural Firefighting

- Grass Firefighting

- General Firefighting

 - Vehicles & Equipment

 - Carbon Monoxide Calls

 - Other Non-Structural Firefighting

- Rescue

 - Vehicle & Equipment Extrication

 - General Search & Rescue

 - Confined Space Rescue

 - Water Rescue

- Emergency Medical Services

 - Fire Scenes

 - Rescue Scenes

- General Medicals – Level of Emergency Medical Response

 - First Responder

- Hazardous Materials Response – Level of Hazardous Materials Response

 - First Responder, Awareness

- Disaster Response

- Mutual Aid

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of Crosslake shall not be deemed a breach of this contract.
 - b. **No Guarantee.** The parties understand and agree Crosslake will endeavor to provide the services indicated above to the best of its ability given the circumstances, but Crosslake makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.
 - c. **Mutual Aid.** The City of Crosslake has a mutual aid agreement with Cuyuna Range Fire Departments. In the event another Cuyuna Range Fire Department is called by Crosslake Fire Department, Manhattan Beach shall not be responsible for any third parties claims that arise as a result of the mutual aid rendered by said Cuyuna Range Fire Department.
2. **Payment.** Manhattan Beach agrees to pay Crosslake annually during the term of this contract the payment amount according to the following formula:
- a. 3 ½% of current years Tax Capacity calculated by Crow Wing County. 3 ½% of Tax Capacity of \$613,572 equals \$21,475.02.
 - b. Twenty-One Thousand Four Hundred Seventy-Five and 02/100th Dollars (\$21,475.02) Annual Payment for the contract year, April 1, 2024 through March 31, 2025 (“Annual Payment”). Said annual payment is due, in full, on or before April 1, 2024.
 - c. Three Hundred Fifty and 00/100th Dollars (\$350.00) for the first hour or any portion thereof that Crosslake Fire Department spends responding to a fire call; and Three Hundred and 00/100th Dollars (\$300.00) for each additional hour or fraction thereof.
 - d. One Hundred and 00/100th Dollars (\$100.00) per gallon for firefighting foam used in fighting a fire. The decision to use firefighting foam is solely the responsibility of the Crosslake Fire Department’s Fire Chief or officer in charge of the fire incident.
 - e. Within 45 days after the fire incident Crosslake shall submit a written invoice (claim) to the owner of the property that received the service with a demand for payment; with instructions to remit the amount due to Manhattan Beach. A

duplicate copy of said claim shall be sent to Manhattan Beach with payment in full due from Manhattan Beach to Crosslake 120 days from the date of the claim.

3. **Annual Meeting of Parties.** Manhattan Beach shall have the right to request a meeting with Crosslake Fire Department and City staff to discuss contract and service issues. Manhattan Beach reserves the right to appear before the Crosslake City Council to discuss any issues unresolved by Crosslake Fire Department or City staff.
4. **Emergency Service Charge.** Manhattan Beach, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Manhattan Beach. Crosslake shall have no right to, or interest in, any service fees collected by Manhattan Beach. If Manhattan Beach imposes an emergency service charge it shall provide Crosslake a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Crosslake shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Manhattan Beach with the information it collected.
5. **Service Territory.** Crosslake shall provide fire services as indicated in this contract to the area in Manhattan Beach described below and/or as indicated on a map which is attached hereto and made part of this contract. The identified area shall constitute Manhattan Beach's Service Territory for the purposes of this contract.

The municipal boundaries of the City of Manhattan Beach as shown in the public record.

6. **Term.** This contract shall commence on the effective date indicated above and shall expire at 11:59 P.M. March 31, 2025 unless terminated earlier as provided herein.
7. **Ownership.** Crosslake owns the buildings and equipment associated with the Fire Department and the amounts paid by Manhattan Beach do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below: NONE
8. **Crosslake Responsibilities.** In addition to any other obligations described herein, Crosslake shall:
 - a. Authorize and direct the Crosslake Fire Department to provide the fire services described herein to Manhattan Beach's Service Territory;
 - b. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Manhattan Beach along with sufficient information to explain the items included in the budget figures;

- c. Upon Manhattan Beach's request, provide Manhattan Beach access to financial and cost data related to the fire department for five years prior to the current service year;
 - d. Disclose to Manhattan Beach any proposed action Crosslake or the Fire Department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Crosslake's ability to provide the fire services indicated above; and
 - e. Promptly disclose to Manhattan Beach any information Crosslake can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
9. **Manhattan Beach's Responsibilities.** In addition to any other obligations described herein, Manhattan Beach shall:
- a. Promptly pay Crosslake the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
 - b. Approve a budget during the term of the contract that will provide funds needed to pay the payment amount; and
 - c. Promptly disclose to Crosslake any information Manhattan Beach can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Manhattan Beach shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverage, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues, and Crosslake shall indemnify Manhattan Beach from any such claims. It is further agreed Manhattan Beach has no responsibility, beyond paying the agreed upon payment amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

- 10. **Insurance Requirements.** Crosslake shall maintain general liability insurance for its services and shall include Manhattan Beach as an additional insured for the term of this contract and any extensions thereof. Crosslake shall provide Manhattan Beach proof of such insurance coverage and the additional insured endorsement naming the Manhattan Beach annually by the anniversary date of this contract.
- 11. **Indemnification.** Crosslake agrees to defend and indemnify Manhattan Beach against any claims brought or actions filed against Manhattan Beach or any officer,

employee, or volunteer of Manhattan Beach for injury to, death of, or damage to the property of any third person or persons, arising from Crosslake's performance under this contract for services. Under no circumstances, however, shall Crosslake be required to pay on behalf of itself and Manhattan Beach, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Manhattan Beach and Crosslake may not be added together to determine the maximum amount of liability for Crosslake. The intent of this subdivision is to impose on Crosslake a limited duty to defend and indemnify Manhattan Beach for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both Crosslake and Manhattan Beach, and attached hereto.
14. **Subtracting & Assignment.** Crosslake shall not subcontract or assign any portion of this contract to another without prior written permission from Manhattan Beach. Services provided to Manhattan Beach pursuant to a mutual aid agreement Crosslake has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Manhattan Beach so long as Crosslake remains primarily responsible for providing for services to Manhattan Beach's Service Territory.
15. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Manhattan Beach fails to pay for the service according to the schedule established herein, this contract shall be null and void without further notice. Notice to Crosslake shall be served on the Crosslake City Clerk, and notice to Manhattan Beach shall be served on the Manhattan Beach Clerk.
16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Arbitration.** All claims or disputes between the parties arising out of, or relating to the Contract or the breach thereof shall be finally decided by arbitration in accordance with the rules of the American Arbitration Association, unless the parties mutually agree in writing otherwise. Written notice of the demand for arbitration shall be personally delivered to the other party and shall be made no longer than (90) days after the facts giving rise to the dispute have been discovered by the party requesting arbitration. The Arbitrator shall apply the laws of the State of Minnesota.

18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

CITY OF CROSSLAKE

CITY OF MANHATTAN BEACH

By its Mayor:

By its Mayor:

Signature

Signature

Print Name

Print Name

Date

Date

City Administrator

Clerk

Fire Chief

CITY OF CROSSLAKE

2024 / 2025 FIRE CONTRACT

This contract is made and entered into this 1st day of April, 2024 (“Anniversary Date”) between the City of Crosslake, Crow Wing County, Minnesota, 13888 Daggett Bay Road, Crosslake, MN 56442, a public corporation (“Crosslake”), and the Township of Fairfield, Crow Wing County, Minnesota, 33108 Dangers Road, Crosby, MN 56441, a public corporation (“Fairfield Township”).

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Fairfield Township agrees to purchase from Crosslake, and Crosslake agrees to provide Fairfield Township, the following fire services:

- Structural Firefighting

 - External Structural Firefighting

 - Interior Structural Firefighting

- Grass Firefighting

- General Firefighting

 - Vehicles & Equipment

 - Carbon Monoxide Calls

 - Other Non-Structural Firefighting

- Rescue

 - Vehicle & Equipment Extrication

 - General Search & Rescue

 - Confined Space Rescue

 - Water Rescue

- Emergency Medical Services

 - Fire Scenes

 - Rescue Scenes

- General Medicals – Level of Emergency Medical Response

 - First Responder

- Hazardous Materials Response – Level of Hazardous Materials Response

 - First Responder, Awareness

- Disaster Response

- Mutual Aid

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of Crosslake shall not be deemed a breach of this contract.
 - b. **No Guarantee.** The parties understand and agree Crosslake will endeavor to provide the services indicated above to the best of its ability given the circumstances, but Crosslake makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.
 - c. **Mutual Aid.** The City of Crosslake has a mutual aid agreement with Cuyuna Range Fire Departments. In the event another Cuyuna Range Fire Department is called by Crosslake Fire Department, Fairfield Township shall not be responsible for any third party claims that arise as a result of the mutual aid rendered by said Cuyuna Range Fire Department.
2. **Payment.** Fairfield Township agrees to pay Crosslake annually during the term of this contract the payment amount according to the following formula:
- a. 3 ½% of current years Tax Capacity calculated by Crow Wing County. 3 ½% of Tax Capacity of \$1,083,174 equals \$37,911.09.
 - b. Thirty-Seven Thousand Nine Hundred Eleven and 09/100th Dollars (\$37,911.09) Annual Payment for the contract year, April 1, 2024 through March 31, 2025 (“Annual Payment”). Said annual payment is due, in full, on or before April 1, 2024.
 - c. Three Hundred Fifty and 00/100th Dollars (\$350.00) for the first hour or any portion thereof that Crosslake Fire Department spends responding to a fire call; and Three Hundred and 00/100th Dollars (\$300.00) for each additional hour or fraction thereof.
 - d. One Hundred and 00/100th Dollars (\$100.00) per gallon for firefighting foam used in fighting a fire. The decision to use firefighting foam is solely the responsibility of the Crosslake Fire Department’s Fire Chief or officer in charge of the fire incident.
 - e. Within 45 days after the fire incident Crosslake shall submit a written invoice (claim) to the owner of the property that received the service with a demand for payment; with instructions to remit the amount due to Fairfield Township. A

duplicate copy of said claim shall be sent to Fairfield Township with payment in full due from Fairfield Township 120 days from the date of the claim.

3. **Annual Meeting of Parties.** Fairfield Township shall have the right to request a meeting with Crosslake Fire Department and City staff to discuss contract and service issues. Fairfield Township reserves the right to appear before the Crosslake City Council to discuss any issues unresolved by Crosslake Fire Department or City staff.
4. **Emergency Service Charge.** Fairfield Township, in its sole discretion, may exercise its authority to impose and collect an emergency service charge on those receiving emergency services, including fire services, within Fairfield Township. Crosslake shall have no right to, or interest in, any service fees collected by Fairfield Township. If Fairfield Township imposes an emergency service charge it shall provide Crosslake a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. Crosslake shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Fairfield Township with the information it collected.
5. **Service Territory.** Crosslake shall provide fire services as indicated in this contract to the area in Fairfield Township described below and/or as indicated on a map which is attached hereto and made part of this contract. The identified area shall constitute the Fairfield Township Service Territory including Sections 6, 7, 8, 9, 16, 17, 18, 19, 20, 21, 28, 29, 30, 31, 32, and 33 for the purposes of this contract.

The municipal boundaries of specific sections of Fairfield Township as shown in the public record.

6. **Term.** This contract shall commence on the effective date indicated above and shall expire at 11:59 P.M. March 31, 2025 unless terminated earlier as provided herein.
7. **Ownership.** Crosslake owns the buildings and equipment associated with the Fire Department and the amounts paid by Fairfield Township do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below: NONE
8. **Crosslake Responsibilities.** In addition to any other obligations described herein, Crosslake shall:
 - a. Authorize and direct the Crosslake Fire Department to provide the fire services described herein to Fairfield Township's Service Territory of which specific sections are identified;
 - c. Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Fairfield Township along with sufficient information to explain the items included in the budget figures;

- d. Upon Fairfield Township's request, provide Fairfield Township access to financial and cost data related to the fire department for five years prior to the current service year;
 - d. Disclose to Fairfield Township any proposed action Crosslake or the fire department intends to take that can reasonably be expected to affect the Insurance Services Office Fire Protection Grade in the Service Territory or Crosslake's ability to provide the fire services indicated above; and
 - e. Promptly disclose to Fairfield Township any information Crosslake can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
9. **Fairfield Township's Responsibilities.** In addition to any other obligations described herein, Fairfield Township shall:
- a. Promptly pay Crosslake the payment amount as indicated above for the year of service, or a prorated share of the payment amount for the length of service actually provided if the contract is terminated early;
 - b. Approve a budget during the term of the contract that will provide funds needed to pay the payment amount; and
 - c. Promptly disclose to Crosslake any information Fairfield Township can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Fairfield Township shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverage, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues, and Crosslake shall indemnify Fairfield Township from any such claims. It is further agreed Fairfield Township has no responsibility, beyond paying the agreed upon payment amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

10. **Insurance Requirements.** Crosslake shall maintain general liability insurance for its services and shall include Fairfield Township as an additional insured for the term of this contract and any extensions thereof. Crosslake shall provide Fairfield Township proof of such insurance coverage and the additional insured endorsement naming the Township of Fairfield annually by the anniversary date of this contract.

11. **Indemnification.** Crosslake agrees to defend and indemnify Fairfield Township against any claims brought or actions filed against Fairfield Township or any officer, employee, or volunteer of Fairfield Township for injury to, death of, or damage to the property of any third person or persons, arising from Crosslake's performance under this contract for services. Under no circumstances, however, shall Crosslake be required to pay on behalf of itself and Fairfield Township, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Fairfield Township and Crosslake may not be added together to determine the maximum amount of liability for Crosslake. The intent of this subdivision is to impose on Crosslake a limited duty to defend and indemnify Fairfield Township for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
12. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both Crosslake and Fairfield Township, and attached hereto.
14. **Subcontracting & Assignment.** Crosslake shall not subcontract or assign any portion of this contract to another without prior written permission from Fairfield Township. Services provided to Fairfield Township pursuant to a mutual aid agreement Crosslake has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Fairfield Township so long as Crosslake remains primarily responsible for providing the services to Fairfield Township's Service Territory.
15. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120-day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Fairfield Township fails to pay for the service according to the schedule established herein, this contract shall be null and void without further notice. Notice to Crosslake shall be served on the Crosslake City Clerk, and notice to Fairfield Township shall be served on the Clerk of Fairfield Township.
16. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating a joint powers agreement, joint venture, or joint enterprise between the parties.

17. **Arbitration.** All claims or disputes between the parties arising out of, or relating to the Contract or the breach thereof shall be finally decided by arbitration in accordance with the rules of the American Arbitration Association, unless the parties mutually agree in writing otherwise. Written notice of the demand for arbitration shall be personally delivered to the other party and shall be made no longer than (90) days after the facts giving rise to the dispute have been discovered by the party requesting arbitration. The Arbitrator shall apply the laws of the State of Minnesota.

18. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

19. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

CITY OF CROSSLAKE

TOWNSHIP OF FAIRFIELD

By its Mayor:

By its Chair:

Signature

Signature

Print Name

Print Name

Date

Date

City Administrator

Clerk

Fire Chief

E.4.



EVENT EMERGENCY PREPAREDNESS/
CRISIS MANAGEMENT PLAN
MARCH 16, 2024

St Patrick's Day Parade-Event Emergency Preparedness/ Crisis Management Plan

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St Patrick's Day Parade-Event Emergency Preparedness/ Crisis Management Plan

I. PURPOSE

The purpose of this plan is to help identify the risks associated with the annual City of Crosslake St. Patrick's Day parade being held on March 16, 2024. In addition, this plan will help assist in the coordination of City of Crosslake representatives, public safety assets, and event promoters coordinated if an incident should occur. The overall goal of this plan is to help keep people safe.

II. LEGAL BASIS

The legal basis for this plan includes:

- i. United States Constitution, Amendment X
- ii. United States Constitution, Article I, Section 8
- iii. Public Law 920, as amended
- iv. Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1998, as amended
- v. Homeland Security Presidential Directive #5 (HSPD #5)
- vi. Presidential Policy Directive 8: National Preparedness (PDD-8)
- vii. National Incident Management System
- viii. Minnesota Statutes, Chapter 12, as amended
- ix. Minn. Stat 466.01 Sub. 6 includes volunteers as employees
- x. Minn. Stat 3.736 on volunteers

III. EVENT DESCRIPTION

This year will be the 50th St. Patrick's Day Parade & Celebration held in Crosslake. The Day starts with the Clover Dash 5k / Ruck / Kids Run, with other events leading up to the Parade which starts at 2:00PM. Over 10,000 visitors are expected to participate in the three-day event.

St Patrick's Day Parade-Event Emergency Preparedness/ Crisis Management Plan

IV. VENUE DESCRIPTION

The venue is an outdoor parade extending approximately two miles through the City of Crosslake starting on Ostlund Drive, then West on County Rd 3, and North on County Road 66. The venue incorporates all the businesses along the parade route and completely shuts down the roads for approximately 8 hours. The event involves spectators lining the road on either side for the parade. The parade will have many types of presenters, vehicles as well as modified vehicles.

The spectators will bring food and beverage or purchase from the local establishments.

V. RISK ASSESSMENT

Presented by: **Greg Hayes**

Date: **2/14/22**

Risk of Likelihood Distribution

	Very Likely	Likely	Unlikely	Highly Unlikely	Total	%
Fatality	1	0	1	0	2	29%
Major Injuries	0	1	0	0	1	14%
Minor Injuries	1	2	1	0	4	57%
Negligible Injuries	0	0	0	0	0	0%
Total	2	3	2	0	7	100%
%	29%	43%	29%	0%	100%	-

Risk of Severity

Hazard	Who is at risk	Severity	Likelihood	Risk Impact	References
Severe Weather	All Participants	Fatality	Very Likely	High	Incident Command
Intoxication	Individual	Minor Injuries	Very Likely	High	Law Enforcement
Crowd Surge	All Staff and Participants	Major Injuries	Likely	High	Security
Act of Violence	All Participants	Fatality	Unlikely	High	Law Enforcement
Medical	Individual	Minor Injuries	Likely	Medium	Medical Unit
Fire	Vendors	Minor Injuries	Unlikely	Medium	Fire
Fight	Groups	Minor Injuries	Likely	Medium	Law Enforcement

VI. CONCEPT OF OPERATIONS

The incident response plan for tactical operations will be divided into two parts: The first is Emergency Preparedness Crisis Management Plan and the second is agency Standard Operating Procedures (SOP) or Standard Operating Guidelines (SOG). The purpose of this division is to allow flexibility for the planning within the SOP/SOG's allows for security flexibility of a tactical response for a specific location and operational security of the information.

Due to the uniqueness of this event and the effect on normal emergency operations within the City of Crosslake, and Unified Command concept will be utilized to manage Crosslake Fire, Law Enforcement and EMS Operations.

The concept of operations with the enactment of this plan involves the establishment of a "Policy Group" a Unified Command incident management structure which will be referred to as the "Command Group," and "Coordination Group" made up of agencies that can support the Command Group agencies.

VI.(i)The Policy Group involves the following.

- City of Crosslake City Council
- City of Crosslake Administrator

VI.(ii)The St. Patrick's Day Celebration Unified Command Group involves the following agencies.

- City of Crosslake Police Department
- Crow Wing County Sheriff's Office
- City of Crosslake Fire Department
- North Memorial EMS
- St. Patrick's Day Celebration Director

The above agencies will have one representative located in the Incident Command Post when needed. The Incident Commander will be determined based on the event type.

VI.(III)The Coordination Group involves the following agencies.

- City of Crosslake Government Departments
- Crow Wing County Mutual Aid Resource
- State of Minnesota Resources

St Patrick's Day Parade-Event Emergency Preparedness/ Crisis Management Plan

The incident will be divided into response phases which are designed to facilitate a clear understanding of roles, responsibilities, and delegation of authority.

The phases of the incident are as follows:

VI.(IV)Operational/ Monitoring Phase

The operational/ monitoring phase is the normal status for event operations. Public Safety will monitor the event as well as the external threats which could have an impact on the event participants and spectators. Public Safety will monitor operations and risks within the Command Post.

VI.(V)Response Phase

The response phase begins with the initial notification of the incident to the dispatch center. The response phase will establish a lead for the Command Group. The other agencies will support operations in their given disciplines.

An Incident Command Post will be established to coordinate operations and provide timely information to the Policy Group, helping the group develop policy support decisions, enhancing a coordinated response. An on-site Incident Command Post (ICP) will be established and an Emergency Operations Center (EOC) specific resource requests and coordination. Additional information on incident facilities identified in [Section X– Incident Facilities](#) of this plan.

The Policy Group will convene in their respective conference rooms and connect through voice and data connection methods to share information. Additionally, the Policy Group will work closely with the Public Information Officer(s) and or Joint Information Center (JIC) to manage the sharing of information to the community as well as the local and national media outlets.

VI.(VI)Investigation Phase

Law enforcement will lead the investigation phase and supported by the other agencies. During the investigation phase, information coordination and policy decisions will be created to provide a smooth transition into the recovery phase. One specific area of discussion between the Command Group and the Policy Group will be the clearing of unaffected areas for the re-constitution of business.

VI.(VII)Recovery Phase

The recovery phase will fully begin once law enforcement has released the incident from the investigation phase. The recovery phase will be initiated and organized by a lead business continuity coordinator. The overall goal of the recovery phase is to re-establish business operations promptly.

VII. Decision-Making Model

St Patrick's Day Parade-Event Emergency Preparedness/ Crisis Management Plan

The decision-making model for this emergency preparedness crisis management plan utilized the Unified Command Group to quickly discuss the issues at hand and a final decision made as far as event operations. The event promoter(s) are responsible for the notification to the event participants and visitors. Crosslake Public Safety agencies will assist as needed.

The primary decision on event postponement/ cancelation will come from the event producer(s) after input from the City of Crosslake Public Safety agencies. However, IF a serious hazard could cause significant risk to the participants, public, or staff, the Crosslake Police Chief, Fire Chief/Emergency Manager, or designees can make the call for event postponement/ cancelation without agreement from the Event Promoter(s).

VIII. INCIDENT FACILITIES

An effective incident management response team will need to utilize multiple locations that facilitate effective decision-making. The following are the predetermined incident management locations.

VIII.(I) Policy Group Locations

The City Council, along with administration, legal and finance representatives will convene at the Crosslake City Hall in the Council Chambers. Due to the nature of the incident as well as the facilitation for the protection of continuity of government, the Crosslake City Government will be secured, and access restricted to credentialed individuals.

VIII.(II) Incident Command Post (ICP)

The Incident Command Post will be at the City of Crosslake Fire Department located at 37028 County Road 66. The ICP has the necessary voice, data, and video network equipment to provide proper situational awareness for effective incident decision-making.

VIII.(III) St. Patrick's Day Celebration Command Group

The St. Patrick's Day Celebration Command Group will establish an Incident Command Post (ICP) at the St. Patrick's Day Celebration ICP. The ICP has the necessary voice, data, and video network equipment to provide proper situational awareness for effective incident decision-making. The ICP will be set up as per the predetermined facility plan.

VIII.(IV) Coordination Group

The Coordination Group will convene in the Crosslake Emergency Operations Center (EOC), which will be located at the Crosslake Fire Station. The EOC has the necessary voice, data, and video network equipment to provide proper support to the incident management team. The EOC will work closely with the ICP for logistical support to the Community.

VIII.(V) Staging

Effective incident response requires the proper coordination of incoming resources. Staging area(s) will be established to assist in resource coordination and to facilitate the proper deployment location. The following area(s) are pre-identified for staging:

Primary: North- Crosslake Fire Department

South- Crosslake Public Works Department

Secondary: East – Crosswoods Golf Course/County Road 3

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Each staging will have a designated "Staging Area Manager" who will be assigned a specific regional talk group by Crow Wing Dispatch. Incoming resources will be directed to those staging areas and will check in with the Staging Area Manager for deployment.

Any resource whom the Command Group does not direct to report to the incident location will report to the staging area. The self-deployed resource will be directed to the staging area and will be held until a tactical assignment can be identified or released back to their home agency.

VIII.(VI) Joint Information Center

A Joint Information Center will be established at the Crosslake City Hall to help in the coordination of information to the media. Each agency represented in the Unified Command Group will have a Public Information Officer (PIO) to assist in the coordination of consistent and accurate incident messages. A spokesperson(s) will be selected for media briefings.

IX. COMMUNICATIONS

Communications during an incident will be separated into sections. The purpose is to ensure that all groups will be notified on a timely basis to act in a prescribed way as specified within the annexes of this plan or in other response plans.

The central warning point for the communication of critical response information for the St. Patrick's Day Celebration will be the St. Patrick's Day Celebration Public Safety ICP. Normal City of Crosslake emergency incidents will take place through the Crow Wing Dispatch center.

IX.(I)Emergency Warning and Notification

Emergency notification to responders, political leadership, employees, guests, and visitors will be notified through the St. Patrick's Day Celebration ICP and or Crow Wing Communications. The initiation of protective measures once an incident occurs can be communicated from one of the following groups:

- Policy Group
- City of Crosslake Command Group
- St. Patrick's Day Celebration Command Group
Department

The protective action message from the St. Patrick's Day Celebration ICP will be communicated via Public Address (PA) systems and to those off course through the Crow Wing Code Everbridge System, phone, email, and face-to-face. On-course employees will function as prescribed in the "Emergency Procedures" manual. Command will direct the public to take protective action and move to secure locations for their safety.

IX.(II)Emergency Response Communications

For the emergency response agencies, a "Communications Plan" will be created to effectively support command operations and clear information sharing between all agencies. An outline of the Communications Plan will be in the Incident Action Plan- ICS 205. Crow Wing Dispatch can utilize this plan to help secure regional tactical talk groups and guide response agencies to those specific talk groups.

IX.(III)Public Information

The extremely sensitive nature of this type of event will require rapid media coordination and the timely release of information. Message development will require coordination between the Policy Group and the Command Group. The release of information and spokesperson designation will be coordinated through a Joint Information Center (JIC). This location will be established at the Crosslake City Hall.

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IX.(IV)Internal Crisis Information

The coordination of information between the Policy Group and the Command Group(s) will be through face-to-face, phone, email, teleconference, and video conferencing interactions. A schedule of situation updates will be established and the identification of critical decisions to support a rapid response with the intended goal of business recovery will be the overall goal.

RISK MITIGATION STRATEGIES

X. CROWD MANAGEMENT

Crowd management is the responsibility of the event promoter(s). Local Law Enforcement is reserved for incident responses and is not intended to be utilized as Crowd Managers. Trained Crowd Managers are required by the Minnesota Fire Code or the National Fire Protection Association (NFPA) 101- Life Safety Code. There should be 1 Crowd Manager for every 250 individuals.

Based on the complexity of the event area, the crowd will be monitored by the operational resources under the Command Group and issues will be addressed as needed. No crowd control manages are utilized due to the event area not having any confined crowd areas.

This is an open event with no crowd access control points. There will be no ticketing or individual checks for weapons or other types of prohibited typically items from other venues.

XI. WEATHER

Severe weather is unlikely during the March timeframe. However, severe weather has occurred in Minnesota within the month of March. Severe weather will be monitored by the Command Group in the ICP. Weather monitoring will happen through the following resources (Links).

- [National Weather Service](#)
- [Windy Weather](#)
- [Weather Nation](#)
- [Weather Underground](#)

If severe weather should occur during the event. the following procedure will be followed.

XII. Lightning

Lightning within fifty miles of the event site will be closely monitored by the Command Group. Lightning strikes WITHIN 10 Miles of the event site will enact an event postponement or cancelation. The Command Group will notify through PA systems as well as an Everbridge notification to evacuate the event site. This notification will be noted in ICP in the Incident Action Plan notes.

XIII. Severe Thunderstorm Warning

If the NWS issues a Severe Thunderstorm Warning at the event site, the event will be placed in event postponement mode.

XIV. Other Weather Issues

Any other weather issues (wind, wind chill, snow, etc.) that may pose a risk to the event will be discussed and event postponement or cancelation will be considered.

XV.EMERGENCY MEDICAL SERVICES

North Memorial Medical Transportation will provide on-site EMS coverage for the event staged on the North and South end of the parade route. EMS response teams made up of Crosslake Fire Department, Ideal Fire Department, Pequot Lakes Fire Department, Garrison Fire Department and Crooked Lake Fire Department will be staged throughout the parade route will respond, locate, and treat in place. If transportation of further evaluation is needed, the command group will notify UTV transport resources to the incident and transport to the nearest staged Ambulance location.

Crosslake Police Department as well as other law enforcement resources may assist North with EMS incidents as needed.

North Memorial Medical Transportation will operate the event under their approved Medical Protocols for the care and treatment of patients.

The primary hospital is Essentia Health- St. Joseph's Medical Center, Brainerd, MN and or CRMC, Crosby, MN.

Air Transport if needed, will be provided by North Memorial Aircare, LifeLink, and Sanford Helicopter Service.

XVI. FIRE

Crosslake Fire is the primary response agency throughout the entire route. Crosslake Fire will utilize mutual aid to assist in staffing the event to ensure the necessary event as well as city coverage. Equipment will be located on the North and South ends of the route.

Fire is a low-risk possibility for this event. However, there will be the necessary fire coverage for the entire event route as well as a traffic contingency plan in place if a fire truck needs to get on or through the parade route.

Refer to the Crosslake Fire Incident Action Plan for specific details.

XVII. ACT OF VIOLENCE

XVIII. Dispatch

When dispatched to a report of an act of violence incident event public safety staff will observe the following actions.

Before entering the incident area, staff will put on a PPE, silence all cell phones, turn the scan function off on the radios, pagers turned off. Avoid any non-essential communications on the radio.

The Command Group will direct entry into the hot or warm zones as tactics dictate.

Request a dedicated dispatcher from Crow Wing, if possible, have a tactical channel patched into our fire ground or move all radio traffic to an available ME-TAC channel on the ARMER system. All responding event public safety staff will operate on the Crow Wing Fire ground or ME-TAC channel as assigned by Crow Wing Dispatch.

Command will also have Crow Wing Dispatch inform North Memorial EMS and request mutual aid EMS to the primary [staging location](#) as identified in this plan. A second alarm will be requested for on-site assistance and coverage to report to the primary staging area identified in this plan. They will be staged awaiting assignment at a location that Command requests. More than likely event public safety will not be transporting any patients. They will be transported by North Memorial EMS or other onsite mutual aid EMS.

XIX. Tactical Operations

The management of a Mass Casualty Incident (MCI) will be by the current version of Emergency Medical Service Basic and Advanced Life Safety protocols as well as the Region Incident Response Plan. The Incident Response Plan calls for the establishment of the following positions as the incident grows.

- EMS Command
- EMS Branch Director
- Triage Supervisor
- Treatment Supervisor
- Transport Supervisor
- Staging Area Manager
-

Fire/EMS members will follow North Memorial Protocols when treating the three most common causes of preventable traumatic death associated with shootings and explosive injuries. They are Extremity Hemorrhage 60%, Tension Pneumothorax 33%, and Airway occlusion 6%.

Source: American College of Surgeons. Department of the Army, Office of the Surgeon General.

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Crosslake Fire Department Staff will be paired up with law enforcement and will be formed as Triage Task Force (TTF) or Rescue Task Force (RTF) *at least one member should be a Tactical EMT at minimum*. They will then be escorted into the area of operations by a Force Protection Group (FPG) from Law Enforcement. If Law Enforcement resources are limited, lanes of safe travel can be utilized for TTF and RTF movements. The Rescue Task Force Leader will obtain a briefing from the Force Protection Group Leader to ensure that both groups understand the objectives, direction of movement, and emergency procedures. During this operation, the medical staff will be under the command of the FPG leader.

The goal of the TTF is to rapidly triage and treat in place with the RTF mission to rapidly move victims in lanes identified for safe travel from the initial incident location to the Casualty Collection Point (CCP) As additional resources arrive on the scene, they can then move the patients from the CCP to the Treatment/Transport Area (TA) in the cold zone where more definitive medical treatment can take place.

XIX.I. Patient located procedure

The Rescue Task Force (RTF) and Force Protection Groups will need to search and locate the injured victim(s) in the areas that have been cleared and deemed secured by the initial Contact Teams (CT). Once causality is located Law Enforcement will set up security around the crew. EMS will then rapidly evaluate the patient(s). A rapid "Blood Sweep" will be performed along with a quick check for weapons.

Note: Event public safety crews will always be on the lookout for potential IEDs and weapons. If there is anything suspicious found or located, immediately advise your FPG.

Major Bleeding: All major bleeding will be addressed immediately with a tourniquet, wound packing, chest seal, or any combination as needed. If major bleeding is in a junctional vs extremity area of the body the wound will need to be packed as a tourniquet will not work. (Neck, Axillary, Abdominal or Groin) Remember to hold pressure a minimum of 2-3 minutes

Unresponsive/Airway: If the causality is unresponsive, Open the airway via head tilt chin lift, after the airway is open if the patient is breathing place an NPA roll the patient into the recovery position. If they are not breathing, they are deceased move on to the next causality.

Penetrating chest trauma: If signs of tension pneumothorax are present, penetrating chest trauma, increased shortness of breath, un-equal chest rise, increased anxiety, and diminished lung sounds. Place an occlusive dressing on the entry and exit wound then perform a needle thoracostomy (needle chest decompression) and decompress the chest with the Air Release System ARS. **Note this is a Paramedic only skill.**

The interventions above are the only ones performed in the warm zone. The goal is to only spend 60-90 seconds at each causality. After lifesaving medical care has been rendered,

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the causality will then be coded with the triage color Red, Yellow, or Green. A chemical light will be taped to the Right or Left forearm, the causality will be provided/covered with a heat reflective blanket "space blanket" to prevent heat loss/shock.

Triage Color Coding

The triage color-coding system will follow the Regional Incident Response Plan Guidelines.

BLACK- Any patient with obvious signs of death and or with no pulse. The initial assessment should take less than 15 to 30 seconds with a reposition of the airway. If no spontaneous pulse returns, the patient is coded BLACK and moved to the next patient.

RED- A patient who needs immediate transportation with being coded RED based on the following;

Immediate life-threatening injuries
Respiratory distress, a sign of shock.
Unable to follow simple commands.

Yellow- A patient who needs transportation but can be delayed.

Injuries that are NOT immediately life-threatening
Able to follow simple commands.
Unable to ambulate.

Green- A patient who would be able to stay at the incident site for evaluation and most likely be cleared;

Non-life-threatening injuries.

"Walking Wounded" or injuries treated by first-aid alone.

The RTF will report back to command the location and triage code along with several casualties located at that location, they will then move forward to the next causality. If the lead LEO or Tactical Medic feels that the causality should be extricated immediately the RTF will remove the causality to the CCP. After the area is searched and no other casualties are located, the injured shall be taken to a Casualty Collection Point (CCP) by the members of the RTF.

If in the event the area of operations is significantly larger than one RTF team can manage, arriving additional EMS resources can create a secondary rescue task force team.

The RTF will designate causality collection points as they move. This location should be large enough for multiple casualties to be staged there. It should be located with adequate cover to protect the patients there and avoid ingress and egress major traffic flow paths

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All personnel operating in the Causality Collection Point must avoid hallways and doorways (the fatal funnel) and should anticipate having to bunker behind areas of cover and concealment. RTF(s) must maintain an elevated level of situational awareness and may need to relocate injured patients to a treatment area in the cold zone when safe to do so.

Once in the causality collection point, EMS staff will perform a secondary assessment and provide the final triage code for that causality.

The primary "Transportation" location is the bus entrance. Fire and EMS personnel will move patients from the interior causality collection points to the Transportation location. Note, if cleared through the Unified Command, ALS/ BLS transportation personnel may enter the building to collect a patient on a stretcher for direct movement to an ambulance for transportation.

As additional transporting ambulances arrive, the patients will be loaded and transported to a hospital that W-MRCC designates on a triage acuity level basis. Red's #1 Immediate, Yellow #2 Delayed, and then Green #3 Walking wounded.

XX. Investigation & Recovery Phase

After the incident has been stabilized. The suspect(s) and threat have been taken into custody or neutralized. All casualties living and deceased have been accounted for and any needs of onsite staff have been taken care of. All evidence and reports managed by EMS and Fire Personnel will be turned over to law enforcement. The area will be secured. event public safety staff will remain on-site for medical standby/rehab needs of the law enforcement agencies on the scene. Assist the medical examiner with removing bodies along with providing for any fire protection as needed.

XXI. TRAINING

The training of this plan is essential to the success of an actual incident. The training plan will include training sessions, table-top, partial, and full-scale exercises. Training at the on-site locations simulating a real incident will help emergency responders fully understand their roles and responsibilities should an incident occur.

At a minimum, the elements of this plan will be reviewed, and staff training conducted within 30 days of the event. Crosslake Fire Department will coordinate the training of this plan under an annual Emergency Management training plan.

JOB ACTION SHEETS

COMMAND

Reports to: Policy Group

Mission: *Provide strategic direction to the Incident Management Team to minimize the loss of life and property while providing for quick business recovery.*

Immediate:

- Read this entire Job Action Sheet.
- Obtain a full briefing of the incident.
- Direct Dispatch to send Code Red to the Command Group regarding the situation and to report to the Incident Command Post.
- Direct Dispatch to send Code Red to the Policy Group regarding the situation and to report to their respective locations.
- Notify Public Information Officer to respond.
- Set Up the Unified Command Group as per the Command-and-Control policy.
- Appoint all Command staff and section chiefs that are necessary for this response and establish assistants; distribute the section packets which contain Job Action Sheets for each position and any forms pertinent to section and positions.
- Assign someone as Planning/Intelligence Section Chief.
- Appoint a person to be responsible for maintaining essential day-to-day services.
- Activate the Unified Incident Command Center at Crosslake Fire Department.
- Confer with Command Staff, section chiefs, and consultants and develop an Incident Action Plan (IAP) for a defined period, establishing priorities. (Section chiefs will communicate IAP to each section and pertinent consultants.)
- Confer with section chiefs to identify and consider necessary critical services.
- Consider and assign communication responsibilities to agency staff, external agencies, and public and media.
- Ensure that contact has been established and resource information shared with relevant external agencies.
- Give briefing to the Policy Group.

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Intermediate:

- Authorize resources as needed or requested by section chiefs, through the Finance/Administration Section Chief.
- Designate a routine briefings schedule with section chiefs to receive status reports and update the action plan regarding the continuance or termination of the action plan.
- Maintain contact with relevant agencies.
- Approve media releases submitted by the Public Information Officer (PIO).

Extended:

- Observe all staff for status.
- Observe all staff for signs of stress. Report issues to Safety Officer. Provide rest periods and relief for staff.
- Prepare an end-of-shift report and update with incident tracking board for a transfer of command if needed.
- Plan for the possibility of extended deployment.

LIAISON OFFICER

Reports to: Command Group

Mission: *Function as the incident contact person for representatives from other agencies.*

Immediate:

- Receive appointments from the Unified Command Group.
- Read this entire Job Action Sheet and review the organizational chart.
- Obtain briefing from Incident Commander and participate in planning meetings to formulate and evaluate the Incident Action Plan (IAP).
- Establish contact with liaison counterparts of each assisting and cooperating agency.
- Keep the chief health official and other agencies and organizations updated on changes in response to the incident.

Intermediate:

- Respond to requests and complaints from incident personnel regarding inter-agency issues.
- Relay any specific information obtained to appropriate persons.
- Keep agencies supporting the incident aware of the incident status.
- Monitor the incident to identify current or potential inter-organizational problems.

Extended:

- Maintain a list of all assisting agencies, including their resource availability.
- Observe all staff for signs of stress. Report issues to Safety Officer. Provide rest periods and relief for staff.
- Prepare end of shift report and present to the oncoming liaison officer.
- Plan for the possibility of extended deployment.

SAFETY OFFICER

Reports to: Command Group

Mission: *Develop and recommend measures for ensuring emergency responder safety (including psychological and physical), and to assess and/or anticipate hazardous situations.*

Immediate:

- Receive appointments from the Unified Command Group.
- Read this entire Job Action Sheet and review the organizational chart.
- Obtain a briefing from Incident Commander.
- Establish safety workplace in proximity to the agency Incident Command Post.
- Review the IAP for safety implications.

Intermediate:

- Exercise emergency authority to stop and prevent unsafe acts.
- Keep all staff alerted to the need to identify and report all hazards and unsafe conditions and ensure that all accidents involving personnel are investigated and actions and observations documented.
- Arrange with Logistics to secure all areas as needed to limit unauthorized access.
- Advise the Incident Commander and section chiefs immediately of any unsafe, hazardous situation.
- Establish routine briefings with Incident Commander.
- Establish routine briefings with Finance/Administration Section Chief.

Extended:

- Notify Aspire for staff mental health support.
- Observe all staff for signs of stress. Report issues to Incident Commander. Provide rest periods and relief for staff.
- Prepare end of shift report and present to oncoming Safety Officer.

PUBLIC INFORMATION OFFICER

Reports to: Command Group and Policy Group

Mission: *Assist in the coordination of the media as well as work closely with the Policy Group and Command Group on messages regarding the incident.*

Immediate:

- Receive appointments from Unified Command Group.
- Read this entire Job Action Sheet and review the organizational chart.
- Identify restrictions in contents of news release information from Incident Commander.
- Establish a Public Information Area away from Incident Command Post and other activity areas.
- Obtain a full briefing from the IC regarding the incident and participate in planning meetings to formulate and evaluate the Incident Action Plan (IAP).

Intermediate:

- Ensure that all news releases have the approval of the Command Group and the Policy Group.
- Issue an initial incident information report to the news media.
- Inform on-site media of the accessible areas to which they may have access and those which are restricted.
- Coordinate with Safety Officer.
- Contact other on-scene agencies to coordinate the release of information with respective PIOs. Inform Liaison Officer of action.
- Arrange for interviews, teleconferences, video conferences, satellite broadcasts, website revisions, broadcast faxes, etc., upon approval by AIC, chief health official, or county PIO.
- Monitor incidents as to the need to modify or change public alerts or risk communications.
- Approve initial and updated scripts for interviews, hotlines, and websites.
- Direct ongoing evaluation of message contents.

Extended:

- Review progress reports from section chiefs as appropriate.
- Notify media about incident status.
- Observe all staff for signs of stress. Report issues to Safety Officer. Provide rest periods and relief for staff.
- Prepare end of shift report and present to oncoming PIO.

- Plan for the possibility of extended deployment.

PLANNING/INTELLIGENCE SECTION CHIEF

Reports to: Area Command

Reports to: Planning/Intelligence Section Chief

Mission: *Ensure accurate and timely monitoring, analysis, and interpretation of data for the incident, including preparation of reports and trend analysis.*

Immediate:

- Receive appointments from Unified Command Group.
- Read this entire Job Action Sheet.
- Obtain briefing from the Unified Command Group or Planning/Intelligence Section Chief.
- Work with Unified Command Group or Planning/Intelligence Section Chief to select data elements required by the Incident Action Plan (IAP) and to determine essential reports.
- Assign specific personnel to interpret data received.
- Ensure all data equipment is in working order, and required supplies are available.
- Communicate data analysis equipment needs to Unified Command Group or Planning/Intelligence Section Chief.

Intermediate:

- Maintain communication with data analysis staff to identify issues.
- Communicate to Unified Command Group or Planning/Intelligence Section Chief any issues with data.
- Maintain a log of all data requests received and staff assigned to each task.
- Immediately report to the Unified Command Group or Planning/Intelligence Section Chief any issues which cannot be resolved by your unit with current resources.
- Notify Unified Command Group or Planning/Intelligence Section Chief of data that has not been received in a timely or correct fashion.
- Review assembled data and finalize the interpretations and reports.
- Calculate projections for situations (disaster or response) based upon the data received.
- Communicate report findings and projections to Unified Command Group or Planning/Intelligence Section Chief.

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Extended:

- Brief Unified Command Group or Planning/Intelligence Section Chief on status of data analysis activities.
- Document all actions, decisions, and interventions.
- Prepare end of shift report and present to oncoming Situation Unit Leader.
- Observe all staff for signs of stress, and report concerns to Unified Command Group or Planning/Intelligence Section Chief.
- Plan for the possibility of extended deployment.

F. I. a.

Memorandum

Date: March 11th, 2024
From: Chief Jake Maier
Subject: Surplus Equipment

Mayor/City Council,

With the purchase of new radios recently we have old radios that are no longer of any use to the Police Department. I ask that the council declare the radios (4 portable & 6 squad radios) surplus. I also request the council to donate the radios to the Backus Fire Department which is in need of radios.

Respectfully,

Jake Maier
Police Chief

F. I. b.

Memorandum

Date: March 11th, 2024
From: Chief Jake Maier
Subject: Part-Time Officer Wage

Mayor/City Council,

With the current trend in law enforcement, it is hard to recruit, hire, and retain officers. The Crosslake Police Department had 3 part time officers recently resign leaving the department with only 1 part time officer. While I don't plan on utilizing this officer very often it would be nice to keep him available to us for rare times when all our full time officers need to be off at the same time. To make this worth his while I request that the part time officer wage be raised from \$25.00/hour to \$30.00/hour.

Respectfully,

Jake Maier
Police Chief

F. 2. a.

Job Title: Program and Facilities Coordinator
Department: Parks and Recreation
Supervisor: Parks and Recreation/Library Director
Status: Full-time, Non-Exempt

DESCRIPTION OF WORK

Performs responsible work in the day to day operation of the Community Center, Park and Library. Works includes program coordinating, office management, fitness program management, building/facility management and public relations under the direction of the Parks and Recreation/Library Director. Greets public in a friendly, courteous manner and provides general information regarding facilities, parks, recreation programming, and the city.

Supervision Received: Works under the general and administrative supervision of the Parks and Recreation/Library Director.

Supervision Exercised: None

TYPICAL DUTIES PERFORMED

- Plans, promotes, organizes and assists with various recreation programs.
- Assists in arranging and coordinating special events.
- Coordinates activities to coincide with local or community wide programs/events.
- Schedules reservations for meeting rooms, gym, picnic shelter, trail tours, senior dining, and tax preparation programs.
- Acquaints user groups with services and facilities and either sets up or assists with the set-up of meeting rooms providing necessary equipment for the groups.
- Maintain program participation and event attendance records.
- Assists the Director working with area cities to coordinate and schedule youth sports leagues.
- Assists public and private organizations with various activities and programs.
- Performs clerical duties including but not limited to: word processing, computer applications, registrations and scheduling programs user groups, receiving payments, invoicing user groups, filing and answering phones.
- Responsible for maintaining the office cash box and receipts.
- Receives and transfers messages throughout the facility.
- Prepares weekly deposits, quarterly billings, deposits for special events/fundraisers and maintains accounting records for the Parks and Recreation Department for reporting to the Director and City Clerk.
- Train, direct, schedule, and evaluate part-time staff.
- Complies and prepares Crosslake Parks and Recreation information for inclusion in the school districts Community Education Brochure, and communicates with the community education staff to meet deadlines and promote activities.
- Assists the Director with correspondence to local organizations for donation requests, programs and acknowledgement for donations received.
- Provides clerical support for Library operations, as needed.
- Maintains safety records for the Community Center and park facilities.
- File monthly reports to Healthway's SilverSneakers and the National Independent Health Club Association's various discount reimbursement plans for member's payments and re-imburement to the City of Crosslake.
- Assists with the overall cleanliness and safety of the community center and park facilities.
- Assists with designing, implementing an addressing Community Center Policies and Rules.

- Responsible for compiling and updating Safety Data Sheets for all products used at facility/park.
- Prepares meeting rooms for groups and events.
- Assists the Director in supervision of part-time employees including but not limited to: training of new employees, educating staff on new policies, updating employee handbook as needed, scheduling shifts, and providing direction on programming needs and general day to day operations.
- Ensures Report of Injury forms are provided to employees, guests and volunteers as needed and are received by the Director.
- Orders cleaning supplies, paper products, lighting needs, program supplies, maintenance supplies, etc., utilized by the Community Center, Library and Park facilities.
- Oversees the recreation rental equipment program.
- Organizes sports equipment and uniforms, and assists with ordering replacements as needed.
- Performs light maintenance as needed.
- Assists and familiarizes user groups with services and facilities such as meeting rooms and technical equipment.
- Communicates with public on policies, ordinances, facility rules, etc.
- Updates the City website with Parks and Recreation and Library information and programming.
- Designs program and event exhibits for display cases; schedules reservations for user group displays.
- Coordinates program advertising within the facility for and with community organizations including but not limited to: area schools, Parks and Library Foundation, LSS Senior Nutrition Program, Churches and pre-schools.
- Prepares articles and/or pictures and submits information to the local newspaper.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to communicate effectively verbally and in writing, and possess positive customer service skills.
- Ability to develop and foster positive working relationships with staff, volunteers, patrons and community organizations.
- Ability to work independently and prioritize work.
- Ability to lead and instruct children, teenagers and adults in a variety of recreational activities.
- Ability to maintain order within the park and recreation facilities in a professional manner and to resolve disciplinary problems that may arise.
- Ability to work odd hours including mornings, afternoons, evenings and weekends and to adjust hours to respond to the needs of the department.
- Ability to operate various office equipment including but not limited to, computer and related software, telephone, copier, calculator, and audio/visual equipment.
- Ability to maintain confidentiality as needed.

MINIMUM QUALIFICATIONS

- Valid Minnesota Class D driver's license or equivalent.
- One year of previous customer service experience involving public contact.

DESIRED QUALIFICATIONS

- College education, with major course work in recreation management or extensive experience in a recreation leadership setting.

F. 3. a.

PARK DEDICATION FEES

\$1500 per new lot

Sec. 44-402. Required; applicability.

(a) The developer of a subdivision shall dedicate ten percent (10%) of his buildable land as measured pre-plat to the public for park purposes, 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.

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

TEMPORARY STRUCTURES

\$50

VARIANCE

- Residential \$750 + \$300.00/item after 5
- Commercial \$750 + \$300.00/item after 5

ZONING INFORMATION

- **Maps**
 - * Road \$10
 - * Zoning (11" by 17") \$5
 - * Out-as-Shown (floodplain) \$50

ZONING MAP AMENDMENT

\$750

ZONING ORDINANCE AMENDMENT

\$750 + Printing Costs

CERTIFICATION OF UNPAID CHARGES - Nothing in this section shall be held or construed as in any way stopping or interfering with the City's right to certify as unpaid service charges or assessments against any premises affected, any past due and/or delinquent fees, including interest and late fees. Each and every unpaid fee is hereby made a lien upon the lot, land, or premises served, and such charges that are past due and/or delinquent on October 15th of each year shall be certified to the Crow Wing County Auditor. The charges shall be collected and the collection thereof enforced in the same manner as county and state taxes, subject to like penalties, costs and interest charges. Upon certification to the County Auditor, any past due and/or delinquent fees shall be due and payable to the office of the County Auditor.

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commission of the jurisdiction or of the State shall have the right to appeal within 30 days after receipt of notice of the decision, to District Court on questions of law and fact.

Secs. 26-230—26-250 Reserved

ARTICLE 9 RESERVED

Secs. 26-251—26-278 Reserved

PART II LAND USE DISTRICTS

ARTICLE 10 LAND USE CLASSIFICATION LIST

Sec. 26-279 Listed Uses/Similar Uses

Many uses of land are listed in the land use tables in Section 26-281 of this Article. For uses not included within the land use tables, a landowner may make application to the Planning Commission/Board of Adjustment for a determination as to whether the proposed use is similar in nature to a listed use within a land use district. All uses that are not included in the land use tables are prohibited unless determined to be similar in nature to a listed use through the process described in this paragraph.

Sec. 26-280 Land Use District Descriptions

This section describes the land use districts established in the City of Crosslake. The land use district boundaries are identified on the official land use district map.

- (1) **Shoreland District (SD)**. The purpose of this district is to preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, protect drinking water sources, and provide for the wise use of water and related land resources. The primary use within this district is seasonal and year-round single family residential. Lot dimensions and density limitations are controlled by lake or river classifications. Compatible commercial or water-oriented commercial uses may be allowed as permitted or as conditional uses.
- (2) **Rural Residential-5 (RR-5)**. The purpose of this district is to establish and maintain a low density residential district with 5 acre minimum lot sizes outside the shoreland zone, preserving the character of the city and providing a rural single family setting with limited agriculture/forestry uses. The primary use within this district is single family residential and agriculture/forestry. Compatible commercial uses may be allowed as permitted or as conditional uses.
- (3) **Waterfront Commercial (WC)**. The purpose of this district is to accommodate commercial uses in the shoreland district where access to and use of a surface water feature is an integral part of the business. The primary uses in this district are marinas, resorts and restaurants with transient docking facilities.
- (4) **Limited Commercial District (LC)**. The purpose of this district is to establish and provide a commercial environment with a limited mixture of commercial and office related development and services. A commercial district may be located within or outside the shoreland zone.
- (5) **Downtown Commercial District (DC)**. The purpose of this district is to establish and provide a commercial environment with a mixture of commercial and office related development and services and maintain a pedestrian-oriented commercial district consisting of retail, offices and professional services. A downtown commercial district may be located within or outside the shoreland zone.
- (6) **Commercial/Light Industrial District (C/LI)**. The purpose of this district is to establish and maintain a district for light industrial purposes with commercial activities which can provide the employment

F. 3. b. 1.

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opportunities for the residents of the community, allow for the production and manufacture of goods and products, provide for the retail display and sale of the goods and products manufactured on the site with other related products or services, and provide professional contractor services and related office uses.

- (7) **Sensitive Shoreland (SS).** The purpose of this district is to accommodate limited residential uses, agricultural uses, and forest management activities within the shoreland protection zone while conserving sensitive land areas on which more intensive development would adversely affect water quality, wetlands, lakes, shorelines, slopes, wildlife habitat, biological ecosystems, or scenic and natural values. Density is decreased and performance standards established in order to minimize disturbance of soils and vegetation in the shoreland district, to prevent damage from erosion, floods, siltation and water turbidity, to prevent the loss of vegetation, fish, wildlife and natural habitat, to protect the quality of ground and surface waters, and to conserve natural and scenic areas in the shoreland protection zone. This district can only be designated in shoreland areas determined to be sensitive by the City Council.

Sec. 26-281 Land Use Tables

The following table establishes the permitted, conditional, and allowed uses within the land use districts of the City. Any uses not listed in these tables are prohibited.

For the purposes of this table:

“P”	means a use requiring a permit
“PP”	means a use requiring a permit with performance standards
“CU”	means a use requiring a conditional use permit
“I”	means an interim use
“A”	means a use that is allowed without a permit but may have performance standards
“SD”	means a shoreland district
“RR-5”	means a rural residential district—5 acre minimum lot size
“WC”	means a waterfront commercial district
“LC”	means a limited commercial district
“DC”	means a downtown commercial district
“C/LI”	means a commercial/light industrial district
“SS”	means a sensitive shoreland district

LAND USE TABLES	S D	RR 5	S S	L C	D C	W C	C L
(1) Agricultural Uses							
Farm buildings (barns, silo, hay shed, etc.)	P	P	P	P			
Farmland: Crop growing and harvesting	A	A	A	A			
Farmland: Livestock, poultry use, including related buildings	A	A		A			
Forest land: growth, harvest	A	A	A	A		A	A
(2) Residential and Related Uses							
Accessory structure < 2500 sq ft (see Article 36)	P	P	P	P	P	P	P
Accessory Structure >2500 sq ft (See article 36)	CU	CU	CU	P	P	P	P
Auxiliary quarters/cottage - 24' or wider	PP	PP	PP	PP	PP	PP	PP
Controlled access lot							
Energy systems assoc. with a principal use (i.e. solar collectors and wind generators under 50KW)*	P/CU*	P		P		P/CU*	P
Garage/Yard Sales (Maximum 3 per calendar year)	A	A	A	A	A	A	A
Group home, detention or correction home (including detoxification center, rehabilitation home, etc.)	CU	CU	CU	CU		CU	
Home business	CU	CU		PP	PP	CU	PP
Home occupation	A	A	A	A	A	A	
Home: assisted living, nursing, supportive care	CU	CU		CU	CU		
Meteorological test station for wind energy conversion systems (WECS)	I	I		I		I	I
Mobile home park or development		CU					
Multi-family dwelling	CU	CU		CU	CU	CU	
Portable or temporary storage structure	P	P	P	P	P	P	P
Single-family dwelling—24' or wider	P	P	P	CU	CU	CU	CU
Two-family dwelling—duplex	CU	P	CU	CU	CU	CU	
Water-oriented accessory structures	P					P	
(3) Recreational Uses							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
(4) Civic, Educational and Institutional Uses							
Athletic field/stadium; arena				CU			
Cemetery	A	A		A			
Church/Synagogue	P	P	P	P	P	P	
Transient Camps, Church Camps	CU	CU				PP	

*--Type of Permit depends on wind energy tower height and power output

LAND USE TABLES	D	RR5	S	I	C	W	C
(5) Commercial and Industrial Uses							
Adult uses							CU
Amusement Park				CU			
Athletic club				PP	PP	PP	
Auto body shop				PP			PP
Auto repair shop, lubrication service station				PP	PP		PP
Bank or financial institution				P	P		PP
Beauty shop, barber shop				PP	PP	PP	PP
Bed and Breakfast Residence		CU		PP	PP	PP	
Bowling Lanes				PP	PP	PP	PP
Breeding and boarding of animals				CU	CU		CU
Bulk liquid storage				CU			PP
Business or professional office space				PP	PP	PP	PP
Car wash				PP	PP		PP
Cement/concrete/redi-mix plant, permanent							P
Commercial greenhouse/nursery				PP			PP
Commercial storage building/storage unit rental				CU	CU	CU	CU
Concrete/asphalt plant, portable				I			PP
Construction and contractor services-carpentry, electrical, plumbing, heating, ventilation, mechanical, flooring, insulation, siding, etc				P	P		P
Day care facility	PP	PP		PP	PP	PP	
Demolition Landfill							CU
Dry cleaners				CU	CU		CU
Event Center (> 10 acres in RR5)		CU		CU	CU	CU	CU
Extractive use, mining, gravel pit, aggregate							CU
Funeral home with crematorium				CU			
Funeral Home without crematorium				PP			
Gas station/convenience store with or without fuel sales				PP	PP	PP	
Golf Course				CU		CU	
Industrial park development							CU
Liquor: On and/or off sale				CU	CU	CU	CU
Lumber yard				PP	PP		PP
Manufacturing: light in general, assembly plant, machine shop, welding shop, packaging plant				CU			PP
Marina						CU	
Medical or dental clinic				PP	PP		PP
Miniature golf				PP	PP	PP	PP
Motel/hotel				CU	CU	CU	CU
Outdoor seasonal sales				PP	PP	PP	PP
Over-the-counter print shop				PP	PP		PP
Private clubs and lodges				PP	PP		PP
Race track: horse, auto, motorcycle, go cart							CU
Recycling collection site				I			PP
Rental equipment sales and service				PP	PP	PP	PP

LAND USE TABLES	SD	RR5	SS	LC	DC	WC	C/L
Repair shop, equipment				PP	PP		PP
Resort						CU	
Restaurant				PP	PP	PP	
Retail store				PP	PP	PP	PP
Sawmill				CU			PP
Sign – on site	P	P	P	P	P	P	P
Storage buildings, Commercial				PP		PP	PP
Studio-art, music, photo, decorating, dance				P	P		
Telecommunication tower							CU
Temporary real estate office/model home	P	P		P	P	P	
Theater				PP	PP		PP
Vehicle, boat, recreational equipment sales				PP	PP	PP	PP
Veterinary clinic				CU	CU		PP
Wholesaling and/or warehousing, freight terminal				PP	PP		PP

Sec. 26-282 Administration of Permits with Performance Standards

- (1) In addition to the general requirements of this Chapter, the Zoning Administrator shall determine specific performance standards in conjunction with applications for those uses and locations where they are allowed. Performance standards may include but are not limited to regulation of:
 - a) Types of business activities allowed;
 - b) Screening or fencing;
 - c) Signs;
 - d) Storage of materials, equipment, and vehicles;
 - e) Hours of operation;
 - f) Parking;
 - g) Waste management;
 - h) Abatement of noise, smoke, and fumes.
- (2) The Zoning Administrator may refer an application to the Development Review Team (DRT) if:
 - a) Additional input on performance standards is needed, or,
 - b) It is determined that a proposed use may impact the health, safety, or general welfare of surrounding properties.
- (3) If, after consulting the DRT, it is determined that the proposed use impacts the health, safety, or general welfare of surrounding properties, the Zoning Administrator shall notify the applicant that the application will be processed as a conditional use according to Article 7 of this Chapter.

Secs. 26-283—26-304 Reserved

ARTICLE 11 SHORELAND DISTRICT STANDARDS

Sec. 26-305 Purpose and Intent

The purpose of this district is to preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, protect drinking water sources, and provide for the wise use of water and related land resources. The primary use within this district is seasonal and year-round single family residential. Compatible commercial or water-oriented commercial uses may be allowed as permitted or conditional uses.

ARTICLE 36 - Accessory Structure Standards

Sec 26-960 Accessory Structures—Residential Districts

- (1) On lots 2 acres in size or less, each residential accessory structures must meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Up to 1200 square feet in size	35	10	75	100	100	150	150	30	15	24	12

- (2) On Lots greater than 2 acres and less than 4 acres in size, residential accessory structures shall meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Up to 2500 square feet in size	35	10	75	100	100	150	150	30	15	24	12

- (3) On Lots greater than 4 acres in size, each residential accessory structure must meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Maximum impervious limit of 25% for the lot shall not be exceeded	35	10	75	100	100	150	150	30	15	24	16

- (4) A permit shall not be required for up to two accessory structures totaling no more than 160 square feet.
- (5) No accessory structure shall be used for human habitation except to allow for a permitted auxiliary quarter as listed in Section 26-314.
- (6) All setback and building height requirements shall be met.
- (7) Construction complies with all provisions of Articles 20 and 21 of this Chapter.
- (8) Semi-trailers, railroad cars, manufactured houses, or similar structures shall not be used for storage.
- (9) Accessory Structures with a footprint greater than 2500 sq ft shall require a Conditional Use Permit

Secs 26-961—26-994 Reserved

F. 3. b. 2.

- (1) opportunities for the residents of the community, allow for the production and manufacture of goods and products, provide for the retail display and sale of the goods and products manufactured on the site with other related products or services, and provide professional contractor services and related office uses.
- (2) **Sensitive Shoreland (SS).** The purpose of this district is to accommodate limited residential uses, agricultural uses, and forest management activities within the shoreland protection zone while conserving sensitive land areas on which more intensive development would adversely affect water quality, wetlands, lakes, shorelines, slopes, wildlife habitat, biological ecosystems, or scenic and natural values. Density is decreased and performance standards established in order to minimize disturbance of soils and vegetation in the shoreland district, to prevent damage from erosion, floods, siltation and water turbidity, to prevent the loss of vegetation, fish, wildlife and natural habitat, to protect the quality of ground and surface waters, and to conserve natural and scenic areas in the shoreland protection zone. This district can only be designated in shoreland areas determined to be sensitive by the City Council.

Sec. 26-281 Land Use Tables

The following table establishes the permitted, conditional, and allowed uses within the land use districts of the City. Any uses not listed in these tables are prohibited.

For the purposes of this table:

"P"	means a use requiring a permit
"PP"	means a use requiring a permit with performance standards
"CU"	means a use requiring a conditional use permit
"I"	means an interim use
"A"	means a use that is allowed without a permit but may have performance standards
"SD"	means a shoreland district
"RR-5"	means a rural residential district—5 acre minimum lot size
"WC"	means a waterfront commercial district
"LC"	means a limited commercial district
"DC"	means a downtown commercial district
"C/LI"	means a commercial/light industrial district
"SS"	means a sensitive shoreland district

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LAND USE TABLES	S D	RR 5	S S	L C	D C	W C	C/ LI
(1) Agricultural Uses							
Farm buildings (barns, silo, hay shed, etc.)	P	P	P	P			
Farmland: Crop growing and harvesting	A	A	A	A			
Farmland: Livestock, poultry use, including related buildings	A	A		A			
Forest land: growth, harvest	A	A	A	A		A	A
(2) Residential and Related Uses							
Accessory structure ≤ 1200 sq ft (see Article 36)	P	P	P	CU	CU	CU	CU
Accessory Structure >1200 sq ft (See article 36)	CU	CU	CU	CU	CU	CU	CU
Auxiliary quarters/cottage - 24' or wider	PP	PP	PP	CU	CU	CU	CU
Controlled access lot							
Energy systems assoc. with a principal use (i.e. solar collectors and wind generators under 50KW)*	P/CU*	P		P		P/CU*	P
Garage/Yard Sales (Maximum 3 per calendar year)	A	A	A	A	A	A	A
Group home, detention or correction home (including detoxification center, rehabilitation home, etc.)	CU	CU	CU	CU		CU	
Home business	CU	CU		PP	PP	CU	PP
Home occupation	A	A	A	A	A	A	
Home: assisted living, nursing, supportive care	CU	CU		CU	CU		
Meteorological test station for wind energy conversion systems (WECS)	I	I		I		I	I
Mobile home park or development		CU					
Multi-family dwelling	CU	CU		CU	CU	CU	
Portable or temporary storage structure	P	P	P	P	P	P	P
Single-family dwelling—24' or wider	P	P	P	CU	CU	CU	CU
Two-family dwelling—duplex	CU	P	CU	CU	CU	CU	
Water-oriented accessory structures	P					P	
(3) Recreational Uses							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
(4) Civic, Educational and Institutional Uses							
Athletic field/stadium; arena				CU			
Cemetery	A	A		A			
Church/Synagogue	P	P	P	P	P	P	
Transient Camps, Church Camps	CU	CU				PP	

*--Type of Permit depends on wind energy tower height and power output

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LAND USE TABLES	S D	RR 5	S S	L C	D C	W C	C/ LI
(5) Commercial and Industrial Uses							
Adult uses							CU
Amusement Park				CU			
Athletic club				PP	PP	PP	
Auto body shop				PP			PP
Auto repair shop, lubrication service station				PP	PP		PP
Bank or financial institution				P	P		PP
Beauty shop, barber shop				PP	PP	PP	PP
Bed and Breakfast Residence		CU		PP	PP	PP	
Bowling Lanes				PP	PP	PP	PP
Breeding and boarding of animals				CU	CU		CU
Bulk liquid storage				CU			PP
Business or professional office space				PP	PP	PP	PP
Car wash				PP	PP		PP
Cement/concrete/redi-mix plant, permanent							P
Commercial greenhouse/nursery				PP			PP
Commercial storage building/storage unit rental				CU	CU	CU	CU
Concrete/asphalt plant, portable				I			PP
Construction and contractor services-carpentry, electrical, plumbing, heating, ventilation, mechanical, flooring, insulation, siding, etc				P	P		P
Day care facility	PP	PP		PP	PP	PP	
Demolition Landfill							CU
Dry cleaners				CU	CU		CU
Event Center (≥ 10 acres in RR5)		CU		CU	CU	CU	CU
Extractive use, mining, gravel pit, aggregate							CU
Funeral home with crematorium				CU			
Funeral Home without crematorium				PP			
Gas station/convenience store with or without fuel sales				PP	PP	PP	
Golf Course				CU		CU	
Industrial park development							CU
Liquor: On and/or off sale				CU	CU	CU	CU
Lumber yard				PP	PP		PP
Manufacturing: light in general, assembly plant, machine shop, welding shop, packaging plant				CU			PP
Marina						CU	
Medical or dental clinic				PP	PP		PP
Miniature golf				PP	PP	PP	PP
Motel/hotel				CU	CU	CU	CU
Outdoor seasonal sales				PP	PP	PP	PP
Over-the-counter print shop				PP	PP		PP
Private clubs and lodges				PP	PP		PP
Race track: horse, auto, motorcycle, go cart							CU
Recycling collection site				I			PP
Rental equipment sales and service				PP	PP	PP	PP

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LAND USE TABLES	SD	RR5	SS	LC	DC	WC	C/LI
Repair shop, equipment				PP	PP		PP
Resort						CU	
Restaurant				PP	PP	PP	
Retail store				PP	PP	PP	PP
Sawmill				CU			PP
Sign – on site	P	P	P	P	P	P	P
Storage buildings, Commercial				CU	CU	CU	CU
Studio-art, music, photo, decorating, dance				P	P		
Telecommunication tower							CU
Temporary real estate office/model home	P	P		P	P	P	
Theater				PP	PP		PP
Vehicle, boat, recreational equipment sales				PP	PP	PP	PP
Veterinary clinic				CU	CU		PP
Wholesaling and/or warehousing, freight terminal				PP	PP		PP

Sec. 26-282 Administration of Permits with Performance Standards

- (1) In addition to the general requirements of this Chapter, the Zoning Administrator shall determine specific performance standards in conjunction with applications for those uses and locations where they are allowed. Performance standards may include but are not limited to regulation of:
 - a) Types of business activities allowed;
 - b) Screening or fencing;
 - c) Signs;
 - d) Storage of materials, equipment, and vehicles;
 - e) Hours of operation;
 - f) Parking;
 - g) Waste management;
 - h) Abatement of noise, smoke, and fumes.
- (2) The Zoning Administrator may refer an application to the Development Review Team (DRT) if:
 - a) Additional input on performance standards is needed, or,
 - b) It is determined that a proposed use may impact the health, safety, or general welfare of surrounding properties.
- (3) If, after consulting the DRT, it is determined that the proposed use impacts the health, safety, or general welfare of surrounding properties, the Zoning Administrator shall notify the applicant that the application will be processed as a conditional use according to Article 7 of this Chapter.

Secs. 26-283—26-304 Reserved

ARTICLE 11 SHORELAND DISTRICT STANDARDS

Sec. 26-305 Purpose and Intent

The purpose of this district is to preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, protect drinking water sources, and provide for the wise use of water and related land resources. The primary use within this district is seasonal and year-round single family residential. Compatible commercial or water-oriented commercial uses may be allowed as permitted or conditional uses.

Sec.

ARTICLE 36 - Accessory Structure Standards

Sec 26-960 Accessory Structures—Residential Districts

- (1) On lots 2 acres in size or less, each residential accessory structures must meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Up to 1200 square feet in size	35	10	75	100	100	150	150	30	15	24	12

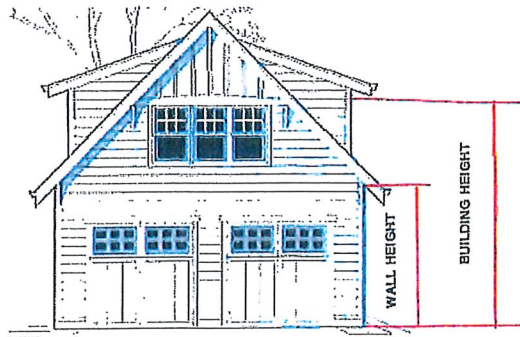
- (2) On Lots greater than 2 acres and less than 4 acres in size, residential accessory structures shall meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Up to 2500 square feet in size	35	10	75	100	100	150	150	30	15	24	12

- (3) On Lots greater than 4 acres in size, each residential accessory structure must meet the following requirements:

STRUCTURE SIZE	Road right of way	Side yard	GD Lake	GD River	RD Lake	NE Lake	NE River	Bluff	Wetland	Building Height	Wall Height
Maximum impervious limit of 25% for the lot shall not be exceeded	35	10	75	100	100	150	150	30	15	24	16

- (4) A permit shall not be required for up to two accessory structures totaling no more than 160 square feet.
- (5) No accessory structure shall be used for human habitation except to allow for a permitted auxiliary quarter as listed in Section 26-314.
- (6) All setback and building height requirements shall be met.
- (7) Construction complies with all provisions of Articles 20 and 21 of this Chapter.
- (8) Semi-trailers, railroad cars, manufactured houses, or similar structures shall not be used for storage.
- (9) Accessory Structures with a footprint greater than 1200 sq ft shall require a Conditional Use Permit



Secs 26-961—26-994 Reserved



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F.4.a.1.
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Burnsville, MN 55337-1649

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Bolton-Menk.com

February 5, 2024

Pat Wehner
Public Works Director
13888 Daggett Bay Road
Crosslake, MN 56442

RE: PROPOSAL: Milinda Shores Bridge (#L4044) Wingwall Repairs

Dear Mr. Wehner,

Bolton & Menk, Inc. presents this proposal for professional engineering services in support of the City's need to improve the wingwalls on bridge #L4044. As a part of this proposal, we describe our understanding of the project, detail our proposed scope of work, and provide our fees for service.

PROJECT UNDERSTANDING

The City of Crosslake desires to perform the wingwall repairs necessary to improve the failing timber wings on Bridge L4044. The structure consists of double-tee prestressed concrete beams with a chipseal driving surface. The beams rest on concrete spread footing abutments with timber wingwalls. On June 30, 2023, the bridge was inspected and evaluated in the field with several potential recommendations for repairs provided in a follow up report.

SCOPE OF WORK

Bolton & Menk proposes to complete the scope of services outlined below to design & deliver wingwall repair plans and specifications to the City. We assume the repair will be treated as a maintenance project and plans will be sent out for quotes to area Contractors (project will not require a formal letting).

Project deliverables will include bridge repair details, quantities necessary for procurement, and any supplemental specifications as warranted. Our scope of work includes the following:

- Project management & coordination
- Analysis of repair alternatives
 - Review & identify preferred repair concept
 - Prepare necessary design calculations for the selected alternative
- Prepare plans sufficient for the City to quote the work, including repair details, specifications & estimated quantities (plans developed for letting can be performed for additional fee).
 - Assumes State Aid approval is not required.
 - Assumes any utility conflict identification & coordination will be performed by the City.

Construction Phase Services have not been included in the scope of work. We anticipate a very limited need, but should the City desire we will perform any construction phase services (such as response to RFI's, shop drawing review, attendance to pre-construction meetings or field visits) upon request at the personnel rates presented within this proposal.

Proposal: Milinda Shores Bridge (#L4044) Wingwall Repairs

Date: February 5, 2024

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SCHEDULE OF WORK

We anticipate biddable plans could be provided as soon as April 2024 as outlined below; please let us know if an alternative schedule is desired:

Primary Task Elements

Project Management	On-Going
Analysis of Repair Alternatives	February-March 2024
Prepare Details, Specs & Estimate	April-May 2024

PROPOSED FEES

Estimated fees for the scope of services described above:

Primary Task Elements

Project Management	\$ 1,620
Analysis of Repair Alternatives	\$ 5,330
Prepare Plan Details, Specifications & Quantities	\$ 12,720
Construction Phase Services	As-needed

TOTAL ESTIMATED PROJECT COST **\$ 19,670**

Personnel rates for anticipated staffing used in the estimate above are as follows:

Principal Engineer/Project Manager:	\$216 per hour
Sr. Structural Engineer:	\$188 per hour
Bridge Design Engineer:	\$151 per hour
Engineering Technician:	\$166 per hour

Additional services will be discussed and negotiated prior to commencement of any work.

Proposal: Milinda Shores Bridge (#L4044) Wingwall Repairs

Date: February 5, 2024

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If you find this proposal satisfactory, your signature of this proposal will constitute acceptance of the terms outlined and your authority for us to proceed. Please contact me directly at 612-910-8846 or ryan.evans@bolton-menk.com if you wish to discuss this proposal. We look forward to providing these professional engineering services to you on this project and appreciate your consideration of Bolton & Menk, Inc.

Sincerely,

Bolton & Menk, Inc.



Ryan R. Evans, P.E. S.E.

Principal Structural Engineer

Signed

Date

Printed Name

F.4.a.z.



**BOLTON
& MENK**

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February 29, 2024

Pat Wehner, Public Works Director
City of Crosslake
37028 County Road 66
Crosslake, MN 56442

RE: Proposal for Professional Engineering Services – Harbor Lane Improvement

Dear Pat:

Per your request, Bolton & Menk has prepared this proposal for engineering services to provide engineering services for planning and design of road and trail improvements to Harbor Lane. In 2021, the City of Crosslake initiated discussion of improving Harbor Lane. Due to a lack of recorded right-of-way for a portion of the existing roadway, the improvement of Harbor Lane was delayed.

Since that time, the City has obtained geotechnical boring information, completed preliminary road/trail layouts, and corresponded with property owners along Harbor Lane to discuss acquisition of right-of-way and the development of an off-road trail adjacent to Harbor Lane. Based on those interactions, we understand that property owners are open to working with the City to establish a permanent right-of-way for Harbor Lane and support adding a trail. Furthermore, we understand that Ideal Township would be interested in working with the City of Crosslake to continue the trail beyond the City boundary.

To complete the engineering design, easement/right-of-way acquisition, and preparation of construction plans, we will need to obtain topographic survey information beyond the existing pavement, identify new improvements along the road corridor, and identify any adjacent wetlands. We understand that the City will assess a portion of the project cost based on Chapter 429 procedures, which would require preparation of a Feasibility Study and facilitation of a Public Improvement Hearing.

Scope:

To assist the City of Crosslake, we propose the following scope of services:

Field Services - Field service will include field topographic collection within the proposed road and trail alignment area and delineation of adjacent wetland features. Wetland delineation work is anticipated to begin in April or May depending upon weather conditions.

Preliminary Engineering/Market Benefit Appraisal – Preliminary engineering will include preparation of a Feasibility Report to meet Chapter 429 procedures. We would hire a company

to provide an appraisal opinion of market benefit for the proposed improvements and include that information in the report. We would schedule and conduct a Public Improvement Hearing per Chapter 429.

Final Engineering, Right-of-way Acquisition, and Construction Plan Preparation – Construction plans and specifications would be prepared for the City to conduct public bidding of the proposed improvements. We would use the final plans to obtain required regulatory permits and work with utility companies to address potential conflicts. We would assist with right-of-way acquisition, field stake acquisition areas and work with property owner and City Attorney on conveyance and recording documents.

Professional Fee:

Based on our understanding of the City request, we estimate a total cost of \$65,438 to provide the professional services outlined previously. We propose to provide our fee as hourly work, not to exceed the total fee based on the work elements described in this proposal.

Service Provided	Fee
Field Services ¹ – Survey and Wetland Delineation	\$11,716
Preliminary Engineering, Market Benefit Appraisal ²	\$14,368
Final Engineering, Right-of-way Acquisition, and Construction Plan Preparation	\$39,354
Public Bid, Award, Contract Preparation, Construction Staking & Observation	TBD
¹ Includes \$2,500 budget for wetland delineation services	
² Includes \$2,000 budget to hire Nagell Appraisal Incorporated	

Schedule:

We propose to begin immediately upon receipt of a notice to proceed with the following general schedule:

- Field Services March - May 2024
- Preliminary Engineering May - July 2024
- Public Improvement Hearing August 2024
- Complete Construction Plans December 2024
- Public Bid & Award January/February 2025
- Construction Summer 2025

We appreciate the opportunity to assist the City of Crosslake. Please feel free to contact me at 218-821-7265 or via email at Phillip.Martin@bolton-menk.com if you have any questions regarding our proposal for professional services to the City of Crosslake.

Respectfully submitted,
Bolton & Menk, Inc.



Phillip M. Martin, P.E.
Principal Engineer

F.4.a.

Public Works Commission

City of Crosslake

Monday March 4, 2024

Chairman Swenson called the meeting to order, Members present: Swenson, Frey, Berg, Wagner, Also present Pat Wehner, Mayor Nevin, City Engineer Martin , Interim City Admin. Bohnsack.

City Engineer Martin reported on the condition of the Melinda Shores Bridge Wingwalls.

Motion Berg, Support Swenson, Recommend that the City Council engage Bolton & Menk to design wingwall repairs for Melinda Shores Bridge.

Motion Carried all voted Aye.

Engineer Martin reviewed memo updating Commission on pending projects. Discussion of special assessment options for mill & overlay, and reconstruction street projects was held.

City Engineer Martin to craft draft assessment roll.

City Engineer Martin reviewed proposal for engineering services for Harbor Lane Improvement.

Motion Swenson, Support Frey: Recommend City engage Bolton & Menke to provide Field Services & Preliminary Engineering for proposed Harbor Lane Improvement.

Motion Carried all voted Aye.

There being no further business the meeting was adjourned.

Respectfully

Jerry Bohnsack

Interim Administrator