

**HEARING ON PROPOSED ASSESSMENT**  
**MONDAY, JULY 8, 2024**  
**5:30 P.M. – CITY HALL**

**AGENDA**  
**REGULAR COUNCIL MEETING**  
**CITY OF CROSSLAKE**  
**MONDAY, JULY 8, 2024**  
**7:00 P.M. – CITY HALL**

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Approval of Additions to the Agenda
3. Recognition Awards

**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 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 – June 2024
2. Police Report for Mission Township – June 2024
3. Fire Department Report – June 2024
4. Planning & Zoning Commission Meeting Minutes of May 24, 2024
5. Park, Recreation, and Library Commission Meeting Minutes of April 24, 2024
6. Public Works Commission Meeting Minutes of June 3, 2024
7. Waste Partners Recycling Report for May 2024
8. F.I.R.E. Invoices
9. Bills for Approval

**D. MAYOR’S AND COUNCIL MEMBERS’ REPORT**

1. Alden Hardwick – Pine River Overlook Park Grand Opening Wrap-Up
2. Tim Bray and Steve Stroschein– Update on CSAH 3/66 Intersection/Pedestrian Improvement Project
  - a. Introduction of RL Larson Onsite Superintendent, Matt John
  - b. Request from Pat Netko and Linda Randall for Funding of Cost to Move Power Poles
  - c. Email from City Attorney Re: Private Electrical Service
3. Short-Term Rental Software Presentation by Eric Klohr of GovOS.com
  - a. Short-Term Rental Draft Ordinance
  - b. Letters from Residents Re: Short-Term Rentals
  - c. Current Ordinance
  - d. Current Penalties
4. Resolution Accepting Donations (**Council Action-Motion**)
5. Approve Hiring of Lori Conway as City Administrator (**Council Action-Motion**)

## **E. CITY ADMINISTRATOR'S REPORT**

1. Letter dated June 20, 2024 from MMUA Re: Mutual Aid Program (**Council Action-Motion**)
2. Resolution for the Appointment of Election Judges to Serve for the Primary Election on August 13, 2024 and the General Election on November 5, 2024 (**Council Action-Motion**)
3. Memo dated July 8, 2024 from City Clerk Re: Hail Damage on City Buildings (**Council Action-Motion**)
4. Memo dated July 8, 2024 from City Clerk Re: Right-of-Way Use Agreement (**Council Action-Motion**)

## **F. COMMISSION REPORTS**

1. PUBLIC SAFETY
2. PLANNING AND ZONING
  - a. Update on Moratorium and Planning Commission Workshops
3. PARK & RECREATION/LIBRARY
  - a. Interim Wage Increase for Part-Time Employee Performing Program and Facilities Coordinator Job Duties (**Council Action-Motion**)
  - b. Discuss Vacant Program and Facilities Coordinator Position
  - c. Right-of-Way Update
  - d. Parks and Recreation Update
4. PUBLIC WORKS/CEMETERY/SEWER
  - a. Recommendations Made by Public Works Commission for City Council to Consider
    1. Recommendation that City Council pursue acquisition of easements necessary for improvements to Harbor Lane/Proposed Trails and that consideration of Special Assessments as payments for easements (**Council Action-Motion**)
    2. Recommendation of renewal of easement on Willwood Lane with Corps of Engineers (**Council Action-Motion**)

**G. 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.

## **H. CITY ATTORNEY REPORT**

### **I. NEW BUSINESS**

### **J. OLD BUSINESS**

### **K. ADJOURN**



C.I.

Crosslake Police Department  
 Monthly Report: June 2024

911 Hangup	2	Scam/Con	1
Agency Assist	19	Shooting Complaint	1
Alarm	31	Suicidal Person	1
Animal Complaint	9	Suspicious Activity	1
ATV	1	Suspicious Vehicle	3
Burglary	1	Theft	1
Civil Problem	2	Threats	1
Damage To Property	3	Traffic Arrest	1
Danco Violation	1	Traffic Warning	100
Disturbance	4	Traffic Citation	20
Domestic	3	Trespass	3
Driving Complaint	4	Vulnerable Adult	2
Drug Possession	1	Water Complaint	1
EMS	29	Welfare Check	1
Fire	1		
Found Property	1		
Fraud	1		
Garbage Dumping	1		
Gas Leak	1		
Harassing Comm	1		
Hazard In Road	6		
Information	11		
Licensing	1		
Motorist Assist	2		
Noise Complaint	1		
Parking Complaint	10		
Property Damage Accident	5		
Prowler	2		
Public Assist	12	<b>TOTAL</b>	<b>303</b>

C.2.



Crosslake Police Department  
Mission Township  
Monthly Report: June 2024

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Agency Assist	6
Alarm	1
Animal Complaint	1
EMS	3
Motorist Assist	3
Traffic Warning	45
Traffic Citation	16

TOTAL: 75



# Crosslake Fire Department

Date: June 2024

C.3.

## Incidents

Description of Incident	Calls	YTD
<b>3 - Rescue &amp; Emergency Medical Services</b>		
311 - Medical Assist - Assist EMS Crew	25	163
300 - Rescue, EMS Incident		
322 - Motor Vehicle Accident with Injuries		2
324 - Motor Vehicle Accident with No Injuries	1	1
351/353 - Remove from Elevator/Extrication from Vehicle		2
341/361/362 - Search for Person/Water Rescue/Ice Rescue		
<b>Total:</b>	26	168
<b>1 - Fire</b>		
111 - Building Fire		1
111 - Building Fire (Mutual Aid)		2
112/118/113/114/123/151 - Fire Other / Chimney Fire		1
141/142/143 - Forest, Woods, Brush, Grass Fire		1
130/131/134/138/142 - Mobile Property/Automobile Fire/Off Road Vehicle		1
<b>Total:</b>	0	6
<b>4 - Hazardous Condition (No Fire)</b>		
411 - Gasoline or other Flammable Liquid Spill		
412 - Gas Leak (Natural Gas or LPG)	1	5
424 - Carbon Monoxide Incident		
444 - Power Line Down/Trees on Road		
445 - Arcing, Shorted Electrical Equipment		
<b>Total:</b>	1	5
<b>5 - Service Call</b>		
561 - Unauthorized Burning		1
531/521 - Smoke or Odor Removal / Water Problem		
542/550/553 - Public Service/ Public Assist / 571 - Standby	2	19
551 - Agency Assist	5	14
<b>Total:</b>	7	34
<b>6 - Good Intent Call</b>		
611 - Dispatched and Cancelled en route	2	11
600/631 - Good Intent Call/Authorized Burning		
651/652 - Smoke scare, Odor of smoke	1	2
661 - EMS Party Transport - Aircare - Traffic Control	1	9
<b>Total:</b>	4	22
<b>7 - False Alarm &amp; False Call</b>		
735/740/743/740/745 - Smoke Detector Activation - No Fire	5	6
746 - Carbon Monoxide Detector Activation - No CO	1	1
731 - Sprinkler Activation due to Malfunction		
<b>Total:</b>	6	7
<b>8 - Severe Weather &amp; Natural Disaster</b>		
814 - Lightning Strike (No Fire)		
813/815 - Wind Storm/Severe Weather Standby	1	1
<b>Total:</b>	1	1
<b>Total Incidents:</b>	<b>45</b>	<b>243</b>

## Crosslake Incident Type Report Property Loss

Incident Type	Total Incidents	Total Incidents % of Incidents	Total Property Loss	Total Content Loss	Total Loss
<b>Incident Type Category: 3 - Rescue &amp; Emergency Medical Service Incident</b>					
311 - Medical assist, assist EMS crew	25	55.6%			
324 - Motor vehicle accident with no injuries.	1	2.2%			
	<b>Total: 26</b>	<b>Total: 57.8%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 4 - Hazardous Condition (No Fire)</b>					
412 - Gas leak (natural gas or LPG)	1	2.2%			
	<b>Total: 1</b>	<b>Total: 2.2%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 5 - Service Call</b>					
551 - Assist police or other governmental agency	5	11.1%			
553 - Public service	2	4.4%			
	<b>Total: 7</b>	<b>Total: 15.6%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 6 - Good Intent Call</b>					
611 - Dispatched and cancelled en route	2	4.4%			
651 - Smoke scare, odor of smoke	1	2.2%			
661 - EMS call, party transported by non-fire agency	1	2.2%			
	<b>Total: 4</b>	<b>Total: 8.9%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 7 - False Alarm &amp; False Call</b>					
733 - Smoke detector activation due to malfunction	1	2.2%			
735 - Alarm system sounded due to malfunction	2	4.4%			
740 - Unintentional transmission of alarm, other	1	2.2%			
745 - Alarm system activation, no fire - unintentional	1	2.2%			
746 - Carbon monoxide detector activation, no CO	1	2.2%			
	<b>Total: 6</b>	<b>Total: 13.3%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 8 - Severe Weather &amp; Natural Disaster</b>					
813 - Wind storm, tornado/hurricane assessment	1	2.2%			
	<b>Total: 1</b>	<b>Total: 2.2%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
	<b>Total: 45</b>	<b>Total: 100.0%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>

## Report Filters

Basic Incident Date Time: is between '06/01/2024' and '06/30/2024'

Agency Name: is equal to 'CROSSLAKE'

## Report Criteria

Incident Type (Fd1.21): Is Not Blank

## Crosslake Incident Type Report Property Loss

Incident Type	Total Incidents	Total Incidents % of Incidents	Total Property Loss	Total Content Loss	Total Loss
<b>Incident Type Category: 1 - Fire</b>					
111 - Building fire	3	1.2%	286,500	80,100	366,600
123 - Fire in portable building, fixed location	1	0.4%	2,000	500	2,500
131 - Passenger vehicle fire	1	0.4%	55,000	5,000	60,000
142 - Brush or brush-and-grass mixture fire	1	0.4%			
	<b>Total: 6</b>	<b>Total: 2.5%</b>	<b>Total: 343,500</b>	<b>Total: 85,600</b>	<b>Total: 429,100</b>
<b>Incident Type Category: 3 - Rescue &amp; Emergency Medical Service Incident</b>					
311 - Medical assist, assist EMS crew	163	67.1%			
322 - Motor vehicle accident with injuries	2	0.8%			
324 - Motor vehicle accident with no injuries.	1	0.4%			
352 - Extrication of victim(s) from vehicle	1	0.4%			
353 - Removal of victim(s) from stalled elevator	1	0.4%			
	<b>Total: 168</b>	<b>Total: 69.1%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 4 - Hazardous Condition (No Fire)</b>					
412 - Gas leak (natural gas or LPG)	5	2.1%			
	<b>Total: 5</b>	<b>Total: 2.1%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 5 - Service Call</b>					
551 - Assist police or other governmental agency	14	5.8%			
553 - Public service	19	7.8%			
561 - Unauthorized burning	1	0.4%			
	<b>Total: 34</b>	<b>Total: 14.0%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 6 - Good Intent Call</b>					
611 - Dispatched and cancelled en route	11	4.5%			
651 - Smoke scare, odor of smoke	2	0.8%			
661 - EMS call, party transported by non-fire agency	9	3.7%			
	<b>Total: 22</b>	<b>Total: 9.1%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 7 - False Alarm &amp; False Call</b>					
733 - Smoke detector activation due to malfunction	2	0.8%			
735 - Alarm system sounded due to malfunction	2	0.8%			
740 - Unintentional transmission of alarm, other	1	0.4%			
745 - Alarm system activation, no fire - unintentional	1	0.4%			
746 - Carbon monoxide detector activation, no CO	1	0.4%			
	<b>Total: 7</b>	<b>Total: 2.9%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
<b>Incident Type Category: 8 - Severe Weather &amp; Natural Disaster</b>					
813 - Wind storm, tornado/hurricane assessment	1	0.4%			
	<b>Total: 1</b>	<b>Total: 0.4%</b>	<b>Total: 0</b>	<b>Total: 0</b>	<b>Total: 0</b>
	<b>Total: 243</b>	<b>Total: 100.0%</b>	<b>Total: 343,500</b>	<b>Total: 85,600</b>	<b>Total: 429,100</b>

## Report Filters

Basic Incident Date Time: is between '01/01/2024' and '06/30/2024'  
Agency Name: is equal to 'CROSSLAKE'

## Report Criteria

Incident Type (Fd1.21): Is Not Blank



C.  
4.

STATED MINUTES

City of Crosslake  
Planning Commission/Board of Adjustment

May 24, 2024  
9:00 A.M.

Crosslake City Hall  
13888 Daggett Bay Road  
Crosslake, MN 56442

1. Present: Chair Bill Schiltz; Vice-Chair Jerome Volz; David Fuhs; Kristin Graham; Joseph O’Leary; Alternate Joel Knippel and Liaison Council Member Aaron Herzog

Absent: None

Staff: Paul Satterlund, Planning & Zoning Administrator and Cheryl Stuckmayer, Planner-Zoning Coordinator

2. 4-26-2024 Minutes – **Motion by Volz; supported by Graham 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 Statute 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-Variations are heard on their individual requests, past variations 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

4. New Business

Agenda amendment; Clousing application extended (taken off May agenda) – **Motion to accept by Fuhs; supported by Graham. All members voting “Aye”, Motion carried.**

May 24 2024 Planning Commission/Board Of Adjustment Meeting

- 4.1 Michael D & Pamela Cunningham – Preliminary River Road Trail Plat
  - 4.2 Thomas & Anne Clausing – Variances for lake and road right-of-way setbacks
  - 4.3 Land Use Ordinance Amendment – Land Use Tables and Accessory Structures-Residential District
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

**Michael D & Pamela Cunningham  
14280539**

Schiltz announced the preliminary plat request. Satterlund read the preliminary plat of River Trail Road request, notices sent out per city ordinance and Minnesota State Statue 462 requirements, project details, area zoning districts, engineers are working on the stormwater management plan and road requirements for a city road, Site suitabilities dated 4-14-2024 submitted, 4 agency comments received, and history of the parcel into the record. Satterlund explained that the motion will be a recommendation to the city council and that the request is in two districts, rural residential 5 & shoreland along the river area; the bluff river lots proposed meet all of the requirements. Schiltz invited Chouanard of KLD Land surveying, the applicant's representative, to the podium. Chouanard explained the plat lot setups; the road; zoning; the intention for the plat to be a single-family home area; owner will address covenant possibilities. Schiltz opened up the hearing for public comment. Larry Allen, west side/north side/also north side of the river, had concerns: erosion of bluff; driveway(s); concern with his property line; history of the property line; bluff access to river (Satterlund explained the access allowed by the ordinance); bluff height; not disputing property line. Chouanard addressed concerns: driveway-300' feet apart; bluff height; survey method; survey sections; survey accuracy; north line is based on two markers. Oster (relative of Barbara Seibert), east side along the river, concerns: setbacks, Seibert existing well/septic (Satterlund addressed items). Schiltz closed the public hearing. Schiltz asked if any of the commissioners had additional questions, but none were forthcoming. Schiltz requested Satterlund to initiate the findings of fact procedure with the board members deliberating and responding to each question.

**May 24, 2024 Action:**

**Motion by Fuhs; supported by O'Leary to recommend approval to the city council for the preliminary plat of River Trail Road.**

**To:**

- Subdivide parcel # 14280539 Involving 38.9 acres into 12 tracts

**Per the findings of fact as discussed and the on-site conducted on 5-23-24 and as shown on the 4-10-2024 River Trail Road preliminary plat received at the Planning & Zoning office dated 4-10-2024 for property located off of County Road 36, Sec 28, City of Crosslake**

**Conditions:**

- 1. Signed developers' agreement**
- 2. City engineer's sign off**

**Findings: See attached/packet**

**All members voting "Aye", Motion carried.**

**Chapter 26 Land Use Ordinance  
Land Use Table  
Residential Accessory Structures**

Discussion held between P&Z commissioners, Herzog-council liaison to P&Z, staff: Where do we go from here due to yesterday's, May 23, 2024 P&Z/Council ordinance workshop; suggestion made to table the motion on the attachments and discussion of recommending the Land Use ordinance changes at this time.

**May 24, 2024 Action:**

**Motion by Fuhs; supported by Graham to table any recommendation to the city council for the changes to the Land Use Table and Residential Accessory structures as discussed and presented (see May packet and attachments)**

**All members voting "Aye", Motion carried.**

**Other Business:**

Staff report

Development Review Team (DRT) had 6 May monthly meetings (3 variances & 3 subdivisions)

Permits – nothing significant to report (NSTR)- about 30 permits submitted this month

Crosslake Economic Development Authority Regional Workshop June 5<sup>th</sup> meeting – 8:30am-10:00am at the Crosslake City Hall (email notice handed out)

Land Use Ordinance:

Schiltz presented a list of items to consider, see attachment

Discussion: Commercial uses on the gateway into Crosslake (County Hwy 3, 66, 36, 37): no living quarters/homes; minimal road setback; architectural restrictions; outdoor storage-CUP possible; signage; lighting; parking standards; stormwater management plans; overhead doors on the side of building(s) not on the front; no truck loading/unloading; business use only; bathroom facilities; apartments-possibly; start with what we want and possibly what we don't want.

Staff: Satterlund presented a summary of the May 23<sup>rd</sup> workshop: Consensus felt that personal storage was need/want in the city of Crosslake; protecting the main corridor and gateways into the city was a priority; finding locations, make a new zoning district, and establishing more strict architectural standards were ideas that were discussed. Satterlund also stated: ordinance could use PUD for stricter requirements on entire development in commercial or residential districts; check with county to see if they would sell some of the public land in the Crosslake area; city planner maybe needed; city to work with developer on storage area and access; long term development/needs/staff; define a work load; budget for staff.

May 24 2024 Planning Commission/Board Of Adjustment Meeting

Eggena: trying to do too much at one time; today work on Limited Commercial (LC) district; work with other items another day; moratorium; what uses in what areas; storage in LC

O'Connell, as resident (even though he wears many hats within the city): staff available in the planning field; take ordinance changes one at a time; don't overwork staff-they have a full plate now; key issue is storage buildings in LC that are not commercial.

Nevin (Mayor) as resident: No storage buildings allowed within 1,000 feet of a main artery would get the moratorium off; work in progress; would allow Eggena's project to continue; identify the corridors.

Staff: Bohnsack: Council deadline is the first Monday of the month to get something put on the agenda; budget starts September 15<sup>th</sup> with the final in December-first Monday of August would be a good time to have budget information available. Satterlund: possibly look for outside help (Sourcewell); Sourcewell-has available grants.

Workshop for P&Z commissioners - decided on: Tuesday, June 4<sup>th</sup> at 9:00 AM (have ideas for accessory structure locations); Wednesday, June 12<sup>th</sup> at 9:00 AM

Next Month of June:

- 10 – Public Hearing Application deadline
- 10 – City Council Meeting
- 11 – Development Review Team (DRT)
- 27 – On-site visit
- 28 – PC/BOA Meeting

**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 Fuhs; supported by Graham to adjourn at 11:15 A.M.**

**All members voting “Aye”, Motion carried.**

Respectfully submitted,

*Cheryl Stuckmayer*

Cheryl Stuckmayer  
Planner-Zoning Coordinator

**CITY OF CROSSLAKE**

**ORDINANCE NO. 389**

**AN ORDINANCE ESTABLISHING A MORATORIUM ON NEW ACCESSORY STRUCTURES ON LOTS WITHOUT AN EXISTING PRINCIPAL STRUCTURE**

The City Council of the City of Crosslake does ordain as follows:

**Section 1 – Purpose.** Pursuant to the authority granted under Minnesota Statutes section 462.355, subdivision 4, this Interim Ordinance imposes a one-year moratorium on the development and construction of new accessory structures on lots or parcels within the City where there is no existing principal structure so that the City can study issues created by standalone accessory structures and determine whether additional or modified regulations are appropriate.

**Section 2 – Preliminary Findings.** It is in the public interest to declare a moratorium on the development and construction of new accessory structures in the City on lots or parcels where there is no existing principal structure for the following reasons:

1. City Code, Chapter 26 (Land Use), has been interpreted at times to allow for the review and approval of permits for accessory structures on lots where there is no existing principal structure.
2. There are properties in the City where the only structure on the lot is an accessory structure.
3. Accessory structures are being used, for example, as standalone storage facilities in zoning districts where such use was neither anticipated nor intended.
4. Time is needed in which to consider the nature and scope of standalone accessory structures and possible measures of mitigation and regulation of standalone accessory structures.

**Section 3 – Temporary Moratorium.** The City shall not accept or process permit applications for the construction of new accessory structures in the City on lots where there is no existing principal structure for a period of one year, unless this ordinance is earlier repealed or the study period is extended pursuant to Minnesota Statutes section 462.355, subdivision 4.

**Section 4 – Study.** During the period of this moratorium, city staff, planning and zoning commission, and zoning administrator shall study the land use ordinance regulating development of accessory structures and determine if amendments to the land use ordinance are necessary to facilitate orderly development in the city.

**Section 5 – Severability.** If any section, sentence, clause or phrase of this Interim Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, that hold in no way affects the remaining portion(s) of this Interim Ordinance.

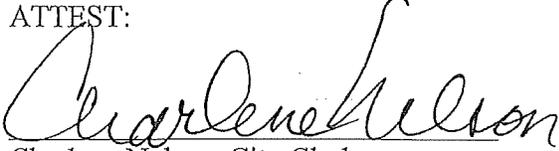
**Section 6 – Effective Date.** This Interim Ordinance shall be in full force and effect from and after passage and publication according to state law.

Adopted by the City Council this 13 day of May 2024.



David Nevin, Mayor

ATTEST:



Charlene Nelson, City Clerk

## **Secs. 26-1155—26-1175 Reserved**

### **ARTICLE 43 DEFINITIONS**

#### **Sec. 26-1176 Purpose**

For the purposes of this Chapter, certain terms and words are hereby defined. The word PERSON indicates a firm, association, organization, partnership, trust, company or corporation as well as the individual. The present tense includes the future tense and the singular number shall include the plural and plural shall include the singular. The words MUST and SHALL are mandatory and the word MAY is permissive; the words USED or OCCUPIED include the words INTENDED, DESIGNED or ARRANGED TO BE USED OR OCCUPIED. The words LOT, PLOT, or PARCEL are interchangeable. Specific definitions used within the Chapter, unless another meaning is clearly given, are listed below:

#### **Sec. 26-1177 Definitions.**

##### **ACCESS LOT, ALTERNATIVE**

Parcels of land that provide access to public waters for owners of riparian lots within subdivisions. These shall be used where the Planning Commission/Board of Adjustment determines that direct riparian access is not feasible due to the presence of protected vegetation, wetlands, or other critical fish or wildlife habitat.

##### **ACCESS LOT, CONTROLLED**

Any lot, tract, or parcel of land, however designated or described, intended to be used to provide accesses to public waters for owners of nonriparian lots.

##### **ACCESS PATH**

An area designated to provide ingress and egress to public waters.

##### **ACCESSORY STRUCTURE**

A use or structure which is incidental and subordinate to and on the same lot as the principal use or structure and does not include living quarters. Such structures include sheds, storage shelters, pole buildings, detached garages, in-ground pools and similar structures.

##### **ACCESSORY USE**

A use incident and subordinate to the main use of the premises. An accessory use cannot exist without the establishment of a primary use.

##### **ADJACENT PROPERTY**

Any portion of a lot or larger tract of land that is not over one-quarter (1/4) mile from the concerned premises, or has common property line with the concerned premises. A lot or larger tract of land that is squarely across a road, other than a Principal or minor arterial, from the concerned premises, shall be construed as having a common property line. A lot or larger tract of land that corners the concerned property shall be considered as having a common property line at such cornering point.

##### **ADMINISTRATIVE FEE**

A fee charged by the Department as set by the City Council to compensate for time spent involving the investigation and prosecution of violations, including additional expenses incurred during the investigation.

##### **ADMINISTRATOR**

The individual appointed by the Crosslake City Council to direct the City of Crosslake Planning and Zoning Department and administer this Chapter.

## 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

PART I - CODE OF ORDINANCES  
Chapter 26 - LAND USE

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

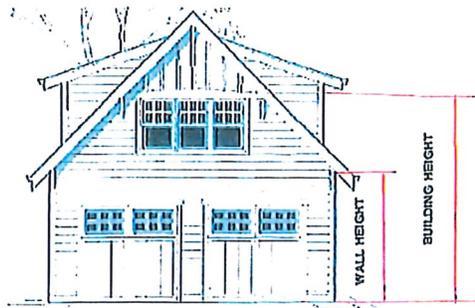
- (2) On Lots greater than 2 acres and less than 4 acres in size, residential accessory structures shall meet the following requirements:

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**

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.

**(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:

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

<b>LAND USE TABLES</b>	<b>D</b>	<b>RR 5</b>	<b>S</b>	<b>CL</b>	<b>CD</b>	<b>WC</b>	<b>CL</b>
<b>(1) Agricultural Uses</b>							
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
<b>(2) Residential and Related Uses</b>							
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	
<b>(3) Recreational Uses</b>							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
<b>(4) Civic, Educational and Institutional Uses</b>							
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

<b>LAND USE TABLES</b>	<b>DS</b>	<b>RR 5</b>	<b>SS</b>	<b>CL</b>	<b>CD</b>	<b>CS</b>	<b>LC</b>
<b>(5) Commercial and Industrial Uses</b>							
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

<b>LAND USE TABLES</b>	<b>SD</b>	<b>RR5</b>	<b>SS</b>	<b>LC</b>	<b>DC</b>	<b>WC</b>	<b>C/LI</b>
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.

- (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.

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- “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

PART I - CODE OF ORDINANCES  
Chapter 26 - LAND USE

<b>LAND USE TABLES</b>	<b>S D</b>	<b>RR 6</b>	<b>S S</b>	<b>L C</b>	<b>D C</b>	<b>W C</b>	<b>C/ L</b>
<b>(1) Agricultural Uses</b>							
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
<b>(2) Residential and Related Uses</b>							
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	
<b>(3) Recreational Uses</b>							
Campground, private, or commercial				CU		CU	
Shooting range, fire arms, archery - private				CU			CU
<b>(4) Civic, Educational and Institutional Uses</b>							
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

PART I - CODE OF ORDINANCES  
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<b>LAND USE TABLES</b>	<b>S D</b>	<b>RR 5</b>	<b>S S</b>	<b>L C</b>	<b>D C</b>	<b>W C</b>	<b>C L</b>
<b>(5) Commercial and Industrial Uses</b>							
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	RR6	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

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  - e) Hours of operation;
  - f) Parking;
  - g) Waste management;
  - h) Abatement of noise, smoke, and fumes.
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  - b) It is determined that a proposed use may impact the health, safety, or general welfare of surrounding properties.
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# SCHILTZ LIST OF ITEMS

## Corridor or Gateway District

Commercial uses GATEWAY ROADS

CTY Rd 66 South border to North Border

CTY Rd 3 South border to North Border

CTY Rd 37 ?

CTY Rd 36 ?

- 1) Minimum? ROAD Setback
- 2) FRONT Building Standards
- 3) Side Building Standards
- 4) OUT door STORAGE
- 5) Signage
- 6) Lighting
- 7) PARKING STANDARDS
- 8) No Living Quarters
- 9) Curbing + Paving
- 10) Minimum Lot Width
- 11) STORM WATER PLAN
- 12) OH Door Location
- 13) TRUCK ONLOADING OFF MAIN ROAD
- 14) All will need CUP FOR USES
- 15) Must have Rest Rooms
- 16) hours of operation
- 17) No New single family homes
- 18) Apartments?

"PP"  
"CU"  
"I"  
"A"  
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"NC"  
"LC"  
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Crosslake Park, Recreation, and Library Commission Minutes

Wednesday April 24, 2024

Crosslake Community Center 2:00pm

Present: Chair Peter Graves, Heather Jones, Ann Schrupp (via Zoom), Kristin Graham, Mary Jo Fitsvold, Parks and Recreation Director TJ Graumann

Not in attendance: Kera Porter, City Council Liaison Jackson Purfeerst

I. Meeting was called to order at 2:00pm

II. Approval of Agenda

**Motion to approve agenda with addition of 5b, Pickleball tournament requests.**

**Ann/Mary Jo**

**Favor: All**

**Opposed: None**

III. Approval of Minutes

**Motion to approve minutes of March meeting.**

**Ann/Mary Jo**

**Favor: All**

**Opposed: None**

IV. Old Business

A) Park Master Plan –No major updates at this time. TJ is meeting with council members individually to look at the plans and discuss them. TJ will have an open house in June. We will not be sharing cost estimates at that time. We will get the plan out to the community and gather feedback. We could layout the changes with stakes out in the park to give people a visual.

B) Pickleball Court Rental Policy – TJ included a copy of the policy he had put together after our last meeting. We will add that the park director needs to approve any rental by the Pickleball Association.

**Motion to approve the policy with the one addition.**

**Heather/Kristin**

**Favor: All**

**Opposed: None**

C) Lake Foundation Trails Initiative – the lakes foundation is looking to connect the paved trail on 3 to East Shore to 103 and back to the Community Center. Mike O’Connell has a phased plan to connect the trails to other communities as well. Ideal corners is supportive of the plan. Phase 2 would connect to Harbor Lane and eventually to the Paul Bunyon Trail. They are currently working on grants; they have already received one for signs and kiosks on the trail. They plan to partner with the Paul Bunyon Scenic Byway which will open other funding sources. The trails will be non-motorized shared use trails.

V. New Business

- A) Peter asked if there was a plan to connect the current cross-country trails to the new 9 acres of land. We would need a bridge. It would be a great Maple trail for the fall. No further discussion at this time.

VI) Other Business

A) Staff Report

- i. Volunteer of the Year – Marilyn Schoneman- She helps to keep the garden weed free. She has given about 650 hours of her time in 10 years.
  - ii. ROW Update – ROWs were brought up again at the last council meeting. The council changed the ordinance to not allow property owners to request a vacation. TJ will be setting up a meeting for the ROW committee to come up with a plan for marking some of them.
  - iii. PROP – (Pine River Overlook Park) There will be an official dedication sometime after Memorial Day. A new roof has been installed on the shelter, irrigation is being installed now and epoxy to be done the week of May 6. The floating dock will be installed within the next couple of weeks.
  - iv. Staffing Update – Edward, from the Metro, will start April 30 as the new coordinator. Karen Field will start April 29 as the Library coordinator.
  - v. March City Council Actions – Council approved the Memorial Donation Policy, adding evening Yoga, PROP will get up to \$8,000 from park dedication to finish the roof and epoxy for the shelter (PAL will cover 50%)
  - vi. Library Logo Update – Dylan Raph is working on the redesign.
  - vii. Equipment – The new JD Gator was received 2 weeks ago. New fitness will arrive March 22
- B) Comments from the commission – Mary Jo wants to thank the staff for getting the wind screens up on the pickleball courts. Peter would like to discuss our city council Liaison. Jackson is unable to attend all our meetings and Peter would like to ask the mayor about changing our liaison to someone else. We also discussed moving the meeting time to make it easier for people to attend. An alternate liaison was also brought up, for times when Jackson cannot be there.

C) Pequot Lakes Community Education Update –Joell was in attendance. There was a garage sale last weekend in which people buy a space and can keep proceeds, the income from sales of space goes to PL Community Education. The Story Book Theater is presenting 3 Little Pigs this weekend. Joell asked us if we had any recommendations for a community member to join their advisory board. They meet 5-6 times a year. The school district has their Day of Caring scheduled for May 8. It is a service day for the students. Relay for Life will be using the HS track for its cancer fundraiser on May 10. Graduation is May 24.

VII) Open Forum – None

VIII) Adjourn

**Motion to adjourn at 2:55.**

**Heather/Ann**

**Favor: All**

**Opposed: None**

C.6.

PUBLIC WORKS COMMISSION

City of Crosslake

Monday June 3, 2024

Chairman Swenson called the meeting to order with the following members present: Swenson, Frey, Berg, Schrupp. Also, present City engineer Martin, Public Works Director Wehner, Interim Administrator Bohnsack.

Motion Frey/Second Berg

Approve minutes of May 6, 2024 Public Works Commission meeting.

Motion Carried

City Engineer Martin Updated the Commission on the following projects in progress & potential projects for consideration.

CSAH 3/CSAH 66 Improvement Project Project bid- Awaiting County Board approval-possible start date July 9.

Year 1 Road Improvement project -in progress

Malinda Shores Bridge Wing wall- Preliminary plans complete

Harbor Lane -in planning

Cemetery Plat -awaiting Legal opinion.

Motion Schrupp/ Second Frey

Recommend Trail maintenance (sealcoat-crack fill) be considered as part of future Road improvement projects.

Motion Frey/ Second Berg Recommend soliciting quotes for improvement of Melinda Shores Bridge Wing Walls. Solicit quotes for concrete block walls and timber walls.

Motion Carried

Motion Berg/Second Schrupp

Recommend preparation of feasibility report for treatment & disposal of Bio-Solids at Waste Water Treatment Plant.

Motion Carried

The Commission reviewed their thoughts & impressions of the pre-meeting tour of the Public Works facility and the Wastewater Treatment Plant. The Commission felt that there were possible safety hazards and that there was a lack of maintenance inside & outside the facilities.

Motion Swenson/Second Schrupp

Recommend that a safety inspection of the public Works facilities be done, and a Standard Operating procedure manual be developed for the Wastewater Treatment Plant .Manual to include operations, and interior & exterior maintenance.

Motion carried

There being no further business the meeting was adjourned.

Jerry Bohnsack Interim Admin.

# SCORE REPORT FORM

C.  
7.

Mo./Yr. May 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**

<b>Total Paper : (includes)</b>	<b>12,614</b>	
Corrugated Cardboard	8,085	
Newspaper	-	
Mixed Paper (News, Mags, Mixed Mail, CDBD)	4,529	

**Metal: Appliances, misc...**

**Commingled Materials: (includes)**

%		lbs
5%	Metals- Aluminum Cans	2537
21%	Tin Cans	10655
61%	Glass-	30949
	Clear bottles	
	Green bottles	
	brown bottles	
10%	Plastic - #1 & #2 bottles	5074
3%	Rejects	1522
100%		50737

<b>Total LBS.</b>	<b>63,350</b>	<b>0</b>
<b>Total Tons</b>	<b>31.68</b>	<b>0</b>

<b>OUT OF COUNTY Waste Disposal</b>	
Final Destination:	N/A
Disposal Site Permit # :	_____
Tons Delivered:	NONE

Total Number of Recycling Customers Served this Month
<b>1353</b>

	Recycling Customers	%	25,060 Paper	280,720 Commingle
Brainerd	3340	45%	11,181	125,248
Baxter	1561	21%	5,226	58,536
Breezy Point	493	7%	1,650	18,487
Pequot Lakes	358	5%	1,198	13,425
Crosslake	1353	18%	4,529	50,737
Ironton	264	4%	884	9,900
Nisswa	117	2%	392	4,387
	<b>7486</b>	<b>100%</b>		

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

C.8.  
**INVOICE**

DATE	INVOICE #
6/12/2024	6931

<b>BILL TO</b>
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
--

<b>2024 Invoice Terms:</b>
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
6/12/24	Wildland Fire NWCG G131 Training Wednesday June 12, 2024 1900 Instructor: Brian Pisarek	700.00	700.00

Thank You For Your Business.	<b>TOTAL</b>	<b>\$700.00</b>
------------------------------	--------------	-----------------

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 6/12/24, 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 \$ 700<sup>00</sup> 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.

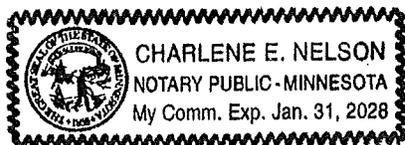


Chip Lohmiller, Fire Chief

Subscribed and sworn to before me this 12 day of June, 2024.



Notary



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

42280-208

3m 6/28/24  
**INVOICE**

DATE	INVOICE #
6/26/2024	6969

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

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

**2024 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
6/26/24	NWCG G131/G132 Part 2 Wednesday June 26, 2024 1900 Instructor: Randy Kalis / Brian Pisarek	700.00	700.00
Thank You For Your Business.		<b>TOTAL</b>	<b>\$700.00</b>

STATE OF MINNESOTA )

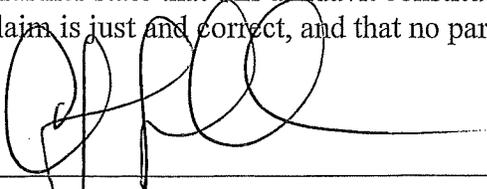
COUNTY OF CROW WING)

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

- 1) I am the Fire Chief of the City of Crosslake, Minnesota.
- 2) On 6/26/24, 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 \$ 700<sup>00</sup> 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.

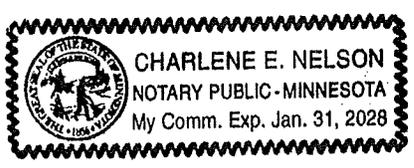
To the best of my knowledge and belief, the contract price is as low as, or lower than the price at which the services could be obtained from other sources.

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 June, 2024.

  
\_\_\_\_\_  
Notary



C.9.

**BILLS FOR APPROVAL**  
July 8, 2024

VENDORS	DEPT	AMOUNT
1st in Emergency Products, vehicle cabinet	Fire	5,708.00
AAA Equipment Center, chute, hinge, bushing	Park	183.67
Ace Hardware, janitorial supplies	Fire	40.47
Ace Hardware, insect killer	Park	25.18
Ace Hardware, pressure gauge, thread tape	Park	17.98
Ace Hardware, wire set	Park	11.86
Ace Hardware, hardware	Park	8.26
Ace Hardware, wallboard kit, screws, brush	Park	36.51
Ace Hardware, hardware	Park	4.76
Ace Hardware, battery	PW	70.19
Ace Hardware, clamps	PW	74.68
Ace Hardware, chest wader	PW	125.99
Ace Hardware, fogger	Park	12.59
Ace Hardware, garden sprayer	Sewer	21.59
Ace Hardware, surge protector	PW	25.19
Ace Hardware, lock, hardware	Park	5.03
Ace Hardware, paint, marking wand	PW	52.17
Ace Hardware, cleaners	Park	14.39
Ace Hardware, hardware	Fire	30.32
Ace Hardware, marking paint	PW	8.99
Ace Hardware, hearing protection	PW	98.99
Ace Hardware, hardware	PW	9.99
Ace Hardware, marking paint	Sewer	8.99
Ace Hardware, chainsaw chains	PW	94.56
Ace Hardware, cord, spark plugs	PW	23.61
Ace Hardware, hardware	Fire	69.73
Ace Hardware, hardware	Park	3.04
Ace Hardware, striping paint	Park	186.93
Ace Hardware, bolt snap	Park	3.77
Ace Hardware, netting	Park	46.78
Ace Hardware, mechanic tool set, valves, adapter	Park	254.19
Ace Hardware, netting	Park	280.72
American Door Works, door repair	Ambulance	676.40
American Welding & Gas, argon mix 5 year lease	PW	248.90
Aspen Mills, uniforms	Fire	1,265.55
AW Research, water testing	Sewer	879.30
AW Research, water testing	Sewer	876.42
Baker & Taylor, books	Library	110.28
Banyon Data Systems, training	Admin	600.00
Baratto Brothers, kiosk project	Park	3,448.00
Bolton & Menk, plat reviews	PZ	2,687.50
Bolton & Menk, cemetery platting	Cemetery	303.94
Bolton & Menk, moonlite bay sewer extension	Sewer	627.00
Bolton & Menk, harbor lane	PW	209.00
Bolton & Menk, 2024 road improvements	PW	9,422.00
City of Crosslake, sewer utilities	ALL	195.00

Civic Plus, annual codification	Gov't		1,618.05
Clean Team, july cleaning	ALL		4,181.25
Clifton Larson Allen, preparation of state reporting form	Admin		787.50
ConfiTrek, annual software renewal	Police		576.00
Corey Prues, reimburse sign replacement fee	PW		100.00
Council #65, union dues	Gov't		479.68
Crosslake Chamber, fireworks contribution	Gov't		15,000.00
CWC Community Wildfire Prevention Day (receive \$6,000 grant)	Fire		8,230.03
Crow Wing Power, electric services	ALL	pd 6-18	7,098.59
CTC, web hosting	Gov't		10.00
Culligan, water cooler and water	ALL		256.50
Dacotah Paper, janitorial supplies	Gov't		320.61
Delta Dental, dental insurance	ALL		2,084.87
Demco, jacket covers, bookmarks, glue brush	Library		232.80
ESRI, arc gis renewal	PW		875.00
Fortis, disability insurance	ALL		1,001.09
Fyles, portable restrooms	Park		340.00
Fyles, portable restrooms	Park		350.00
GLS Promotions, uniforms	Park		593.00
GLS Promotions, uniforms	Park		50.00
Guardian Pest Solutions, pest control	ALL		158.00
Guardian Pest Solutions, pest control	ALL	pd 6-21	158.00
Hawkins, chemicals	Sewer		2,315.01
Hunter Roeder, travel reimbursement	Police	pd 6-21	171.91
J&J Medical, power supply cord	Fire		300.00
Lakes Printing, zoning permits	PZ		122.55
Lakes Printing, envelopes	PZ/Admin		282.75
Madden Galanter Hansen, labor attorney fees	Gov't		681.50
Mark Horak, reimburse travel expenses	Sewer		80.66
Mark Sawyer, permit refund	PZ	pd 6-12	5,775.00
Mastercard, Adobe, monthly premium	Gov't		103.04
Mastercard, Adobe, monthly premium	Police		21.46
Mastercard, AED Center, battery replacement	Park		202.94
Mastercard, Amazon, prime monthly premium	Gov't		14.99
Mastercard, Amazon, router	PW		149.99
Mastercard, Amazon, keypad entry locks	PW		436.00
Mastercard, Amazon, measuring cups	Park	pd 6-21	22.59
Mastercard, Amazon, receipt books	Park	pd 6-21	44.99
Mastercard, Amazon, table umbrella	Park		101.99
Mastercard, Amazon, gloves, envelopes	Police		23.48
Mastercard, Amazon, envelopes	Police		38.38
Mastercard, Amazon, power supply cord	PW		11.50
Mastercard, Amazon, reimburse for cemetery decoration	Cemetery		21.30
Mastercard, Amazon, pressure washer	Police		84.99
Mastercard, Amazon, certificate holders	Police		34.99
Mastercard, Amazon, chainsaw parts	PW		71.35
Mastercard, Amazon, paper, laminating pouches	Park		42.03
Mastercard, Amazon, blood pressure monitor	Park		31.00
Mastercard, Belson Outdoors, benches	Park		1,552.00
Mastercard, Column Software, ordinance 390	Gov't		39.95
Mastercard, Column Software, financial statement	Gov't		1,019.49
Mastercard, Column Software, election filing	Election		28.73

Mastercard, Column Software, meeting notice of 7/26/24	PZ		43.27
Mastercard, Docusend, email bills	Sewer		25.00
Mastercard, Doubletree, lodging	Police	pd 6-21	174.01
Mastercard, DQ, summer reading program	Library	pd 6-21	80.53
Mastercard, Marriott, lodging	Sewer	pd 6-21	888.94
Mastercard, Microsoft, monthly premium	Fire		17.71
Mastercard, Moonlite, megotiations	Council	pd 6-21	52.09
Mastercard, Post Office, postage	Police	pd 6-21	9.85
Mastercard, Sirchie, evidence bags	Police		71.22
Mastercard, South Metro PS Training, training	Police	pd 6-21	390.00
Mastercard, Zoom, monthly premium	Gov't		65.99
MCSI, maintenance contract	Park	pd 6-21	119.13
Medica, health insurance	ALL		34,002.02
Menards, screws, hinges	Park		32.75
Menards, drilling hammer, drill bit sets, pry bar	PW		113.42
Menards, janitorial supplies	PW		14.91
Metro Sales, copier lease	Police		49.89
Metro Slaes, maintenance contract	PZ/Admin		856.70
Mid-American Research Chemical, janitorial supplies	PW		206.73
Mid-Minnesota Drug Testing, random test, annual consortium fee	Gov't		205.00
Midwest Machinery, oil filter, arm	Park		108.38
Midwest Machinery, chute, wheel kit	Park		192.43
Midwest Machinery, starter	Park		273.74
Minnesota Life, life insurance	Gov't	pd 6-18	189.20
Minnesota Life, life insurance	Gov't		189.20
MN NCPERS, life insurance	Gov't		64.00
MNPEA, union dues	ALL		336.00
MN Secretary of State, notary renewal	Admin	pd 6-18	120.00
MN Small Cities, membership dues	Gov't		1,445.00
MN T's, caps	Police		340.00
Moonlite Square, fuel	Park		17.62
Moonlite Square, fuel	Park		8.99
Moonlite Square, car wash	Fire		11.00
Moonlite Square, fuel	Park		17.65
Motorola, microphones	Fire		730.94
MR Sign, address signs	PW		81.56
Napa, fuses, deep creep, oil, fuse holders	Park		48.27
Napa, oil	Police		28.62
Napa, wiper blades	PW		15.02
Northland Fire Protection, fire extinguishers, bracket, charge	Fire		1,536.00
Northland Trust Services, bond payments	Gov't		40,985.63
Northwedge Nursery, flowers for the bridges	Gov't		448.40
Outdoor Specialties, sports surfacing	Park		820.00
Paper Storm, document shredding	Police		118.80
Planning & Zoning Commissioners, 2nd quarter meetings	PZ		1,995.00
Ratwik Roszak & Maloney, legal fees	ALL		11,336.64
Riteway, utility bill forms	Sewer		279.18
Shawn Peterson, uniform reimbursement	Park		157.74
Sherwin Williams, custom lettering	PW		289.44
Sherwin Williams, dot laser, paint	PW		1,155.00
Specialty Solutions, triad select	Park		210.00
Teamsters, union dues	Police	pd 7-2	342.00

TJ Graumann, reimburse meeting expenses	Park		23.96
Tremolo Communications, phone, fax, cable, internet	ALL		2,998.30
Ultimate Safety Concepts, sensor module, monitor service	Fire		422.63
US Bank, copier lease	ALL		165.00
Vestis, mat service	PW	pd 6-21	75.65
Vestis, mat service	PW		75.65
Victory Auto, trailer tires	Park		350.73
Victory Auto, carlisle, mount and balance tires	Park		254.24
Waste Partners, trash removal	ALL		516.75
Wood Products Unlimited, window sills	Park		1,248.00
WW Goetsch, pump service	Sewer		1,110.92
Xcel Energy, gas utilities	ALL		1,168.84
Xtona, monthly i.t. billing	ALL		3,511.50
Zak Knoblauch, travel reimbursement	Sewer		100.76
Ziegler, brush	PW		1,239.14
Ziegler, a/c and engine cooling system repairs	PW		753.62
	<b>TOTAL</b>		202,762.24

#### ACH PAYMENTS

Deferred Comp, employee deductions	Payroll	pd 6-18	275.00
Deferred Comp, employee deductions	Payroll		
Health Care Savings Plan, employee deductions	Payroll	pd 6-18	1,001.61
Health Care Savings Plan, employee deductions	Payroll		
IRS, payroll tax	Payroll	pd 6-18	9,612.17
IRS, payroll tax	Payroll		
MN Dept of Revenue, payroll tax	Payroll	pd 6-18	2,337.29
MN Dept of Revenue, payroll tax	Payroll		
PERA, payroll deductions and benefits	Payroll	pd 6-18	11,493.66
PERA, payroll deductions and benefits	Payroll		
Sales Tax	ALL	pd 6-12	736.00

D.  
2.  
b.

To: Crosslake Mayor and City Council

As per the conversation at the last Council meeting, we are providing the costs for the removal of the unsightly power poles and wires between 36084 County Rd 66 and 36066 County Rd 66. If trenching rather than boring can happen when the blacktop is removed and if the transformer is not moved the estimated cost is: \$12,400. If boring has to happen and the transformer has to be moved the estimated cost is: \$14,900. 75% of the cost is for 36066 County Rd 66 and 25% is for 36084 County Rd 66.

These two properties are the only ones in Crosslake with above ground power poles and wires. The rest of the town has buried wires. This construction project is the time to have this done, and we are sure the community would appreciate not having to look at these poles and wires any more. We would appreciate your consideration for the beautification of Crosslake by helping with a portion of the costs split between the two properties.

Sincerely,

Pat Netko



Linda Randall





Timber Ridge Electric Inc.  
 16730 County Road 109, Merrifield, Minnesota  
 56465-4088 United States  
 (218) 821-4087

Estimate 9336826  
 Estimate Date 6/7/2024

**Billing Address**  
 Kicks on Route 66  
 36066 County Road 66  
 Crosslake, MN 56442 USA

**Job Address**  
 Kicks on Route 66  
 36066 County Road 66  
 Crosslake, MN 56442 USA

**Description of work**

Power company to retire pole. Disconnect existing meters, owner to place new plywood or siding over old meters, electrician will fill with spray foam. run 2 new feeders to 2 new meter/disconnects and refeed existing panels. Separate grounds and neutrals in the panels.

Service #	Description	Quantity	Your Price	Total
meterped	200 Amp Meter Socket, 200 Amp Feedthrough, 8 Circuits.	2.00	\$1,200.00	\$2,400.00
trenching	Boring	1.00	\$2,000.00	\$2,000.00
labor	Hours Labor 1 Man	20.00	\$90.00	\$1,800.00
trenching	Hand Trenching By The Foot	30.00	\$10.00	\$300.00
250 URD	Feet Of 250 URD Service Wire	135.00	\$7.00	\$945.00
250 URD	Feet Of 250 URD Service Wire	135.00	\$7.00	\$945.00
250 URD	Feet Of 250 URD Service Wire	65.00	\$7.00	\$455.00
4use	Feet Of 4 USE Service Wire	65.00	\$0.50	\$32.50
2" PVC LB	2 1/2" PVC LB	1.00	\$23.00	\$23.00
2 1/2" Schedule 80	2 1/2" PVC Schedule 80 Conduit	10.00	\$7.50	\$75.00
1355	Large Ground Bar, 27 Terminals	4.00	\$18.00	\$72.00
permit	Permit Fee	1.00	\$150.00	\$150.00
163543	Intersystem Bond Bar	1.00	\$48.00	\$48.00
misc	Miscellaneous Materials. Anchors, Spray Foam, Pipe, Fittings Etc.	1.00	\$100.00	\$100.00

**Sub-Total** \$9,345.50  
**Tax** \$0.00  
**Total Due** \$9,345.50  
**Deposit/Downpayment** \$0.00

Thank you for choosing Timber Ridge Electric Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Timber Ridge Electric Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I

understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

**lccrafts@crosslake.net**

---

**From:** Luke Christiansen CWP Member Service <christiansen@cwpower.com>  
**Sent:** Monday, June 10, 2024 10:18 AM  
**To:** lccrafts@crosslake.net  
**Subject:** Utility Changes for 36084 County Road 66

Pat, after speaking with our Staking Engineer we estimate the costs from Crow Wing Power for convert your lot to underground to be \$1,500 if we can plow it in or \$3,000 if we have to bore the power in. This will be in addition to any costs between you and an electrician.

We still have not seen any plans for the sidewalk renovation so these are the best estimates we can give at this time.

Luke Christiansen  
Key Accounts Coordinator  
Crow Wing Power  
218-825-2223  
[Christiansen@CWpower.com](mailto:Christiansen@CWpower.com)



Timber Ridge Electric Inc.  
16730 County Road 109, Merrifield, Minnesota  
56465-4088 United States  
(218) 821-4087

Estimate 9336822

Estimate Date 6/7/2024

**Billing Address**

Crafts and Cones  
36084 County Road 66  
Crosslake, MN 56442 USA

**Job Address**

Crafts and Cones  
36084 County Road 66  
Crosslake, MN 56442 USA

**Description of work**

Power company will bore new feeder to new meter ped location. Move forward a couple feet to give some room for the sidewalk. Provide pedestal with meter base and disconnect, with surge protector. Power company to remove existing pole.

Service #	Description	Quantity	Your Price	Total
meterped	Meter Pedestal With 200 Amp Meter Socket, 200 Amp Feedthrough, 8 Circuits. Includes Grounding Electrode System, Parts And Labor.	1.00	\$1,300.00	\$1,300.00
labor	Hours Labor 1 Man	2.00	\$90.00	\$180.00
permit	Permit Fee	1.00	\$75.00	\$75.00

<b>Sub-Total</b>	\$1,555.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<u>\$1,555.00</u>
<b>Deposit/Downpayment</b>	\$0.00

Thank you for choosing Timber Ridge Electric Inc.

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Timber Ridge Electric Inc as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

**From:** Luke Christiansen CWP Member Service christiansen@cwpower.com  
**Subject:** Utility Changes for 3066 County Road 66  
**Date:** June 10, 2024 at 8:18 AM  
**To:** lsgrandall@gmail.com



Linda, after speaking with our Staking Engineer we estimate the costs from Crow Wing Power for convert your lot to underground to be \$0.00, unless the transformer is moved then the cost will be approximately \$1,000. The majority of any costs will be between you and an electrician.

We still have not seen any plans for the sidewalk renovation so these are the best estimates we can give at this time.

Have a nice day.

Luke Christiansen  
Key Accounts Coordinator  
Crow Wing Power  
218-825-2223  
[Christiansen@CWpower.com](mailto:Christiansen@CWpower.com)

D. 2. c.

RE: private electrical service.

Joseph J. Langel <jjl@ratwiklaw.com>

Tue 7/2/2024 11:01 AM

To:admin <admin@cityofcrosslake.org>;Jordan Soderlind <JHS@ratwiklaw.com>

Cc:City Clerk <cityclerk@cityofcrosslake.org>

Jerry,

The short answer is no. To my knowledge Crosslake is not in the electrical utility business. The removal of overhead lines and poles and installation of underground service is between the business owner and the utility. The utility may do it, but at a cost. Any City assistance with that cost would constitute an unlawful gift. It simply is not within the City's authority.

Let me know if you have any questions.

Joe



Joseph J. Langel  
Ratwik, Roszak & Maloney, P.A.  
444 Cedar St., Suite 2100  
St. Paul, MN 55101-1865

Ratwik, Roszak & Maloney, P.A. Ph: 612-339-0060 | Fax: 612-339-0038

Web: [www.ratwiklaw.com](http://www.ratwiklaw.com)

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**From:** admin <admin@cityofcrosslake.org>  
**Sent:** Tuesday, June 11, 2024 10:39 AM  
**To:** Joseph J. Langel <jjl@ratwiklaw.com>; Jordan Soderlind <JHS@ratwiklaw.com>  
**Cc:** City Clerk <cityclerk@cityofcrosslake.org>  
**Subject:** private electrical service.

Good Morning

Last evening a A business owner came to the council meeting to ask for financial help with removal of an electrical poles providing overhead service to a couple of businesses, and converting the overhead service to underground service. the pole and the junction box are on private property adjacent to the county right-of-way (county Rd 66). Crow Wing County will be reconstructing Co.Rd. 66 this fall, with sidewalks which will be right next to the poles . The council was sympathetic to the request, but did not make a commitment . I am sure they will revisit the issue in the coming months.

Q Can the City legally participate financially with the removal of overhead service and conversion to underground service to the business.

Thank you for your council

Jerry Bohnsack

D.3.a.



**City of Crosslake  
ORDINANCE NO. \_\_\_\_\_  
SHORT-TERM RENTAL LICENSING**

**AN ORDINANCE OF THE CITY OF CROSSLAKE, CROW WING COUNTY, MINNESOTA, ADDING A NEW CHAPTER 2024 OF CROSSLAKE CODE ENTITLED SHORT-TERM RENTAL LICENSING; PROVIDING A PURPOSE; DEFINING KEY TERMS; ESTABLISHING LICENSE REQUIREMENTS TO OPERATE A SHORT-TERM RENTAL; CREATING STANDARDS TO OBTAIN A SHORT-TERM RENTAL LICENSE; PROVIDING FOR VIOLATIONS, AND ENFORCEMENT; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**Recitals:**

- A. The City of Crosslake is authorized to exercise its powers to “maintain the peace, good environment and welfare.”
- B. The City is authorized to “implement such reasonable regulations as it deems necessary to safeguard the public health life safety and general welfare in order to protect the integrity of residential neighborhoods in which short-term home rentals or vacation rentals operate.”
- C. The significant growth of short-term rentals within the City has created a need for reasonable regulations so as to protect the health, life safety, and welfare of short-term rental guests, as well as neighboring property and the public.
- D. A licensing system provides a reasonable regulatory approach to seek to balance the operation of short-term rentals with the health, life safety, and welfare impacts upon guests, neighbors, and the public.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crosslake, Crow Wing County, Minnesota;

**Section 1.** That a new Chapter 2024 of Title \_\_\_\_\_ of the Crosslake City Code is created to read as follows:

**Chapter 2024  
SHORT TERM RENTALS**

**2024.1010: PURPOSE**

Short Term Rentals provide additional tourism opportunities and economic impacts, but also increased impacts on guests, neighbors, and the public. The purpose of this ordinance is to provide the city with reasonable regulatory procedures to protect the health, life safety and welfare of short-term rental guests, neighboring residents, and the public. These regulations are further intended to protect the integrity of neighborhoods and the waters in which short-term rentals operate.

## 2024.1020: DEFINITIONS

For the purposes of this Chapter, the following terms shall have the following meanings:

**LEASE:** Any agreement, whether verbal or written, by which an owner gives to a tenant, for valuable consideration, possession and use of property or a portion thereof for a definite term, at the end of which term the owner has absolute right to retake control and use of the property.

**OWNER:** The property owner of record of the real estate located in Crow Wing County and the City of Crosslake.

**OWNERS AUTHORIZED AGENT (Property Manager):** An area property manager, owner, resident, or agent who is readily available to respond to guest, neighborhood or City questions or concerns.

**PRIMARY RESIDENT:** Means a person living on a property where the property is the person's primary residence.

**SALE TRANSFER:** Any change of Resident, whether for consideration or not, during the term of the permit.

**SHORT-TERM RENTAL (STR):** Any home, cabin, condominium, townhome 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.

**BEDROOM:** An area that is (A) – a room designed or used for sleeping with egress; or (B) – a room or area of a dwelling that has a minimum floor area of seventy (70) square feet with access gained from the living area or living hallway with egress.

**TRAILER, TRAVEL:** A recreational vehicle built on a single chassis with a rigid walled shelter, mounted on wheels and has a gross trailer area not exceeding four hundred (400) square feet. For the purposes of this ordinance, the term Travel Trailer is synonymous with the term Recreational Vehicle.

## 2024.1030: LICENSE REQUIRED

- A. No Short-Term Rental may be operated without a valid Short-Term Rental License issued pursuant to this ordinance.
- B. License Application. Any property owner desiring to undertake Short-Term Rentals must apply to the City of Crosslake for a Short-Term Rental license. A license must be approved prior to operating within the City of Crosslake.
  1. **License Fee.** The license application form must be accompanied by payment in full of the required license application fee. This fee shall be non-refundable. The license application fee will be determined by the city council in the city fee schedule.
  2. 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.

3. An affidavit, signed by the owner or the Owner's Authorized Agent (Property Manager), under penalty of perjury, certifying that the STR is in habitable condition and complies with health and safety standards set forth in this Chapter.
- C. Owners Authorized Agent (Property Manager). Each application shall include the appointment of a natural person who shall remain within a sixty (60) minute distance of the STR and is available twenty-four (24) hours per day, seven (7) days per week, to serve as the Owners Authorized Agent (Property Manager) for the STR. At least five (5) days prior to any change to such appointment, the STR owner or Owners Authorized Agent (Property Manager) shall notify the City of Crosslake of such a change, including new contact information.
  - E. Floor Plan of STR, Parking location(s) must be submitted with initial License application.
  - F. All Owners or Owners Authorized Agent (Property Manager) must inform all properties within three hundred (300) feet of the STR. When a property owner applies for a new license or a license renewal, they will need to provide an affidavit with the application indicating that they have notified the neighbors. The notice required shall be in writing and include the following information: the vacation rental license number, the physical address of the STR, and the name, address, and twenty-four (24) hour telephone number of the emergency point of contact (Property Manager).
  - G. Expiration; Renewal. Each STR license shall expire on December 31 of each calendar year, or when title of the STR transfers to a new owner, whichever occurs first; each change in ownership of a STR shall require a new license.
  - H. Timing. An initial license application shall be filed at least thirty (30) days prior to any advertising of an STR. A renewal application shall be filed by November 30 of the year in which the license expires.
  - I. Revocation. In addition to any other penalties allowed by this Chapter, the City of Crosslake may revoke any STR license if the City of Crosslake finds and determines that any violation of this Chapter exists at the STR; provided that the City of Crosslake provides the licensee with at least fourteen (14) days' prior written notice and an opportunity to be heard prior to revocation. The notice shall include a description of the violation and the date and time when the STR owner may appear and be heard, and the notice shall be either personally served on the STR owner or mailed by First-Class United States Mail to the last-known address of the STR owner or Owners Authorized Agent (Property Manager).

**2024.1040: INSURANCE**

Every Short-Term Home Rental shall be continuously insured, with minimum limits of \$1,000,000. Insurance may be in any of the following forms: property liability insurance, commercial liability insurance; or an endorsement to a homeowner's policy for coverage of STR activities. Insurance provided by online STR platforms does not qualify as valid insurance under this subsection.

**2024.1050: HEALTH AND SAFETY STANDARDS; INSPECTIONS**

- A. Standards: Each STR shall comply with all of the following standards, at a minimum, at all times while STR is occupied:
  - 1. Buildings, structures, or rooms shall not be used for purposes other than those for which they were designed or intended.

2. The overnight occupancy of a STR shall be limited to no more than three (3) people per bedroom plus one (1) additional person per unit.
3. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, decks, all other structural components and all appurtenances thereto shall be capable of resisting any and all forces and loads to which they may be normally subjected and shall be kept in sound condition and in good repair.
4. An operable toilet, sink, and either a bathtub or shower shall be located within the same building, and every room containing a toilet or bathtub/shower shall be completely enclosed by walls, doors, or windows that will afford sufficient privacy.
5. Electrical Panels shall be clearly labeled
6. Parking; All vehicles shall be parked in designated parking areas, and parking is prohibited in any landscaped area. Improved surface areas on the site shall be sufficient to enable a car for every three (4) Occupants to park.
7. Noise; Loud music, outdoor activities or any other source of noise that can be heard beyond the perimeter of the STR premises shall not be generated during the hours of 10:00PM to 7:00AM the following day.
8. A sign, in a form approved by the City of Crosslake, shall be conspicuously posted inside each STR with the STR license number, the Owners Authorized Agent (Property Manager) current contact information, and the physical address of the STR, including unit number if applicable.
9. A second sign, in a form approved by the City of Crosslake, shall be posted in a location so as to be visible from the exterior of the STR by passersby, stating that the property contains a STR and providing the Owners Authorized Agent (Property Manager) current contact information.
10. If the STR is located on a waterfront property a third sign, in a form approved by the City of Crosslake, shall be posted in a location so as to be visible from the lake or waterfront of the STR by passersby, stating that the property contains a STR and providing the Owners Authorized Agent (Property Manager) current contact information.

**B. Inspections**

1. When required:
  - a. Each STR shall obtain a fire and life safety inspection as a condition of license issuance and every three (3) years thereafter. Requests for inspections shall be made to the Crosslake Fire Department at least sixty (60) days prior to the date of the initial license application and at least sixty (60) days prior to the end of each subsequent three (3) year period.
2. Items Inspected: The following will be inspected by the Crosslake Fire Department for Life Safety Compliance.
  - a. Fire Extinguishers;
  - b. Adequacy of egress;
  - c. Posted egress plan;
  - d. Carbon monoxide detectors;
  - e. Smoke alarms;
  - f. Improvised electrical conditions and use of extension cords;

- g. Use of portable heating appliances and outdoor heating appliances; and
- h. Conspicuous posting of the physical address of the STR.
- i. Re-Inspection: If an inspection reveals that the STR is not in compliance with this Chapter, a re-inspection shall be required. An additional fee of \$100 per visit will be charged. Re-Inspections must be scheduled in advance and may take up to thirty (30 days) to complete.

**2024.1060: SEPTIC/SOLID WASTE**

- A. The STR must be connected to an approved SSTS or served by the central sanitary sewer system.
- B. A valid Certificate of Compliance, which is a certificate that was issued on a new septic system installed within the past five (5) Years OR a copy of a compliance inspection form which was performed within the past three (3) years.
- C. Holding tanks may be allowed for rental units provided that the following requirements are met:
  - 1. A state licensed SSTS designer has determined that there is no suitable location on the parcel for a drain field.
  - 2. The holding tanks are sized by the number of bedrooms according to County Land Use Ordinance in Article 37 and Minnesota Rules 7080.
  - 3. 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 an App to the Owner or Owners Authorized Agent (Property Manager) when alarm is triggered. Information shall be posted in the rental unit with whom to contact should the alarm be triggered.
  - 4. Existing manual bobber alarms must also remain as a redundant alarm.
  - 5. A water meter must be installed prior to 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.
  - 6. 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.
- D. At least once every three (3) years thereafter the Owner or Owners Authorized Agent (Property Manager) shall provide an updated certificate of septic testing showing that the system is compliant for the number of bedrooms indicated in the application.
- E. Disposal of solid waste must comply with Crow Wing County Solid Waste Ordinance, or its successor or replacement.
- F. Garbage, refuse, or recycling shall be stored completely enclosed within designated refuse containers. The Owner or Owners Authorized Agent (Property Manager) of the STR shall provide sufficient trash storage containers and service to accommodate the demand of the occupants. Trash storage containers must be removed from roadside pickup within two (2) days of scheduled pick up.

**2024.1070: ADVERTISING**

Advertising for an STR shall include the STR license number immediately following the description of the STR. Licensee shall not advertise the STR as available to more guests

than the occupancy limit identified on the license. No onsite advertising shall be allowed on the property designated as a STR

**2024.1080: TAXES**

- A. Minnesota Sale Tax under Minnesota Statutes, Section 297A.61
  - 1. Short-Term Rental facilities must charge sales tax on lodging if the rental is less than 30 days.
  - 2. Short-Term Rentals that are rented for 30 days or more if there is no enforceable written agreement that requires the customer to give prior notice of their intention to terminate the lease.
- B. Whitefish Area Lodging Association Tax
  - 1. Properties in the City of Crosslake who rent Short-Term Rentals are required by law to collect one (1) percent lodging tax. This tax is collected at the time each guest pays the Short-Term Rental Owner or Owners Authorized Agent (Property Manager) and is due quarterly on the twenty fifth (25) of the month after the end of each quarter to the designated tax administrator, Ideal Township.

**2024.1090: INITIAL COMPLAINTS**

Initial complaints concerning a STR property shall be directed to the Owner's Authorized Agent (Property Manager). The Owner's Authorized Agent (Property Manager) shall resolve the issue that was the subject of the complaint within sixty (60) minutes including visiting the site if necessary.

**2024.1100 VIOLATION AND PENALTY**

- A. Violation: It is unlawful to violate any provisions of this Chapter. Each day of violation shall be deemed a separate offense.
- B. Violation: It is unlawful for any party to offer to rent a Short-Term Rental or to operate a Short-Term Rental without a City License.
- C. Liability: Each Short-Term Rental Owner shall be liable for any and all violations occurring at the STR. The Owner's Authorized Agent (Property Manager) shall be jointly and severally liable for any and all violations occurring at any of its professionally managed STR in the city of Crosslake.
- D. Civil Enforcement:
  - 1. If the City of Crosslake chooses civil enforcement, a citation may be served by posting on the front door of the STR, or by personal service on the STR Owner or the Owner's Authorized Agent (Property Manager), or by mailing certified first-class U.S. Mail to the last known address of the STR Owner or Owner's Authorized Agent (Property Manager).
  - 2. Civil violations shall be subject to the fines and penalties set forth in the City of Crosslake Fee Schedule.
  - 3. All penalties shall be paid within fourteen (14) days of the date of citation. If the civil violation is paid, there shall be no opportunity to challenge or otherwise appeal the violation. If the STR Owner disputes the violation, the STR Owner shall file a written protest with the City of Crosslake within fourteen (14) days of the citation.
  - 4. If the STR protests the citation, the City of Crosslake shall cancel the citation and proceed to criminal enforcement.
  - 5. If the penalty is not timely paid and no protest is timely filed, the City of Crosslake may summarily suspend the STR License until the penalty is fully paid.

- Written notice of such suspension shall be provided to the last-known address of the STR owner, or to the Owner's Authorized Agent (Property Manager).
- E. Suspension: Regardless of the type of enforcement, the third (3<sup>rd</sup>) violation in any twelve (12) month period for a single STR, regardless of ownership of the STR, shall result in a three (3) year suspension, commencing on the date of the last violation, during which no license shall be granted for such STR.
- F. Failure to License: Unless otherwise provided, any person who shall commence or continue to operate a STR for which a license is required without first procuring the license shall be deemed guilty of an infraction and subject to a fine of \$1,500 for the first offense, \$3,000 for the second offense and \$5,000 for the third or more offenses. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- G. Advertisement of STR: An advertisement or communication promoting the availability of a STR property in violation of this code is prima facie evidence of a violation and shall be fined as in Section F above.
- H. Intentional False Reporting of a Violation: The intentional false reporting of a STR Violation of this ordinance shall be considered a violation of this ordinance. The penalty for intentional false reporting of a violation will be \$250 for a first offense, \$500 for a second offense and \$1,000 for a third or subsequent offense.

**Section 2: Repealer.** All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

**Section 3: Savings and Severability.** It is hereby declared to be legislative intent that the provisions and parts of this ordinance shall be severable. If any paragraph, part, section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid for any reason by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 4: Effective Date.** This ordinance shall be in full force and effect as of Date \_\_\_\_\_ after its passage, approval, and publication according to law.

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

APPROVED BY THE MAYOR of Crosslake, MN this \_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Dave Nevin, Mayor

ATTEST:

\_\_\_\_\_  
Charlene Nelson, City Clerk

D.  
3.  
b.

Dear Crosslake City Council,

My father, sister, husband and I are grateful to be full-time residents of Crosslake, Minnesota. We have been following the county and local news regarding short-term rentals. We understand there is complexity, but we believe residents should have the ability to rent their property, especially given we are considered a vacation destination for many. We don't even know if we will rent our home, but we would like to know we have the ability to do so. With the upcoming National Loon Center, it will be even more important to offer places for people to stay when they visit our area.

We fully support the expectation that home rental owners MUST be good neighbors, and must manage their properties to ensure their renters are courteous and respectful. We have learned from many property rental owners that there are many approaches you can take to ensure you can remain a gracious neighbor to others. Our biggest concern, if we decided to rent, would be to make sure we do so in a manner that our neighbors feel good about. We support reasonable regulation, but certainly hope there is limited government involvement. That said, we do not believe our county, or city, should prohibit Crosslake property owners from short-term rental or place onerous regulations on property owners. We met a couple a few months ago that live in southern Minnesota and bought their home up here about ten years ago. They said they could never have afforded this property, if they couldn't rent. They plan to retire up here. They told us that they get a ton of repeat families who stay at their place and have had no complaints from any of their neighbors. We believe most people want to be respectful property rental owners and do not want to jeopardize their relationship with their neighbors and community.

In recent county news, we have read about county vs city/township jurisdiction over short-term rentals. We corresponded a couple of months ago with Bill Brekken, Crow Wing County Commissioner, to express our views. Again, as a Crosslake property owner, we believe in property rights and we feel strongly owners need to be responsible, respectful and accountable. This applies to property owners who invite friends and family to their residence, just as much, as short-term property rental. If the issue is reckless property owners who disregard their neighbors, we think effort should go into dealing with the problem owners vs penalizing all home owners. We understand this is not easy to enforce, and we also understand it would be irritating to be next to a poorly managed short-term rental, or a neighbor who throws loud parties at their residence. But in our opinion, stripping rental rights from everyone because of problem owners, is not the solution. We also think our county and city likely hear the most from disgruntled residents. We get it. We would be complaining too if we were experiencing a challenging property owner near us. Again, we just don't believe the answer is over-restriction to the point where short-term rentals are not viable options for Crosslake property owners. If Crosslake is considering more restrictive regulation, we hope you seek input from all property owners, similar to how our county reached out for all viewpoints to be shared.

Thank you in advance for listening to our point of view. If you think we need to get more involved, please let us know. And thank you for your service to Crosslake.

Most Sincerely,  
Cinda and David Jensen  
George Gibbons  
Kay Gibbons-Baker

JUNE 28, 2024

Dear Crosslake City Council,

We have continued to follow your development of a new Short-Term Rental (STR) Ordinance for Crosslake. We know this has been a controversial matter and we hope the effort that you and many others have taken will have created something that is fair to short-term rental home owners, short-term rental guests, neighboring residents, and the public. We want this to work out well for everyone.

Prior to this year's June City Council Meeting, we called the City Clerk inquiring about the STR Ordinance and when it was going to be on a City Council agenda. At that time, the City Clerk said it was not on the June meeting agenda. We mentioned that a motion was carried at the November 29, 2023, Special Meeting stating that a final draft of the ordinance was to be ready by August 1, 2024 so that it could be in effect as of 1/1/2025. The City Clerk said to keep watching the website to see when it is added. Last week, we called about this matter and the City Clerk said they were planning to have it on the July 8, 2024 agenda. We asked if we could obtain the most recent draft of the ordinance and she said it would be on the site the Friday prior to June 8th. We hope, therefore, we are referencing the most recent draft of the STR Ordinance which we located in the meeting packet for November 29, 2023.

We have written a letter before regarding the STR Ordinance which was included in the March 13, 2023, City Council meeting packet. We will not restate earlier points we made, but we have attached that letter for context. As we mentioned earlier, we want short-term rentals to work out for everyone. We will make a few comments regarding the November 29, 2023, STR Ordinance draft. Please note that if a new draft of this ordinance is issued, our comments might not apply.

First, thank you for making changes to the ordinance. We feel that you incorporated input from many people, including my family (in particular, we appreciate the addition of the false reporting section). Second, we believe there are many elements of the ordinance that are helpful and will provide direction and clarification. That said, we still believe there is a fair amount of complexity and perhaps over-regulation (such as requiring the STR home owner to have a Property Manager to "remain within a sixty minute distance of the STR"). Regulating a specified distance for a property manager, while it might be helpful, seems unreasonably involved in the STR's business. Our last comment is that we hope our community can strike a balance on how they view future development. Healthy debate creates better solutions, while one-sidedness distorts facts, creates unhelpful anxiety and stirs up discord between neighbors and the community. We believe nearly every home owner wants to be a great neighbor, whether they rent their property or not. The vast majority of short-term property owners are thoughtful and accountable. Hopefully, this ordinance will address those who are not. And if something does come up, hopefully neighbors will try to work it out through common sense and dialogue vs relying upon an ordinance to do so.

Thank you in advance for listening to our point of view. Please include our letters in your City Council packet regarding STR discussion. And continued thanks for your service to Crosslake.

Sincerely,  
Cinda and David Jensen  
George Gibbons  
Kay Gibbons-Baker  
LETTER FROM FEBRUARY 23, 2023

D. 3. c.

**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 mid-sized 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](http://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

D. 3. d.

- Returned Check Fee \$25 + Actual Costs Incurred
- Water \$1.80/per 1,000 Gallons
- Special Council Meeting Request \$500

**MUNICIPAL SEWER CHARGES**

- Residential Usage Charge \$55/ Per Month
- Commercial Usage Charge \$55/ Per 8,000 Gallons/Per month
- Penalty Charge 10% of Unpaid Balance
- Residential Connection Fee \$5,500
- Commercial Connection Fee \$9,200

**PERMITS**

- Adult Establishment \$2,500
- Background Investigation (in state) \$500
- Background Investigation (out of state) \$10,000 Max
- Single Transient Merchant Permit – Per Day \$50
- Group Transient Merchant Permit – Annual \$50
- Express Service – to Process in Less Than 14 Days \$50
- Pawn Broker \$150/Calendar Year
- Waste Hauler License \$100/per year

**PUBLIC WORKS**

- Antenna Added to Existing Tower \$500
- Crack Sealing \$0.85/Per Foot
- Mailbox Post with Installation \$125
- Mowing \$75/Per Hour
- Petition to Vacate Road/Alley/Public Way \$1,000
- Salt/Sand \$75/Per Yard
- Small Cell Wireless Permit \$500
- Snowplowing \$100/Per Hour
- Street Sweeping \$100/Per Hour
- Waste Hauler Determined on a Case by Case Basis

**SHORT-TERM RENTAL PENALTIES**

If Crow Wing County staff refers a short-term rental violation to the City of Crosslake for enforcement, the below terms shall govern:

- The first violation in a calendar year, the penalty is \$1,000.
- The second violation in a calendar year, the penalty is \$3,000.
- The third violation in a calendar year, the penalty is \$3,000 and revocation of license.

Failure to License: Unless otherwise provided, any person who operates a Short-Term Home Rental without acquiring proper licensure from County shall be deemed guilty of an infraction and subject to a fine of \$3,000 for the first offense, \$3,000 for the second offense, and \$3,000 for each additional offense. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

D.  
4.

City of Crosslake

**RESOLUTION 24-\_\_\_\_\_**

**RESOLUTION ACCEPTING DONATION(S)**

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

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

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

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

<b>FROM</b>	<b>DONATION</b>	<b>INTENDED PURPOSE</b>
Garrison Fire Department	28.5 hours of service	Crow Wing County Community Wildfire Prevention Day
Mission Fire Department	10 hours of service	Crow Wing County Community Wildfire Prevention Day
Crosslake Firefighters Relief Association	\$2,830.55	Uniforms
PAL Foundation	\$830.00	Pine River Overlook Park Plaque
PAL Foundation	\$80.53	Summer Reading Program

; and

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

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

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

Passed this 8th day of July, 2024.

\_\_\_\_\_  
David Nevin  
Mayor

ATTEST:

\_\_\_\_\_  
Charlene Nelson  
City Clerk (SEAL)



E. 1.

*Hometown services. Hometown strengths.  
Hometown solutions.*

June 20, 2024

Charlene Nelson, City Clerk  
City of Crosslake  
13888 Daggett Bay Rd  
Crosslake, MN 56442

Dear Charlene,

I am writing today regarding MMUA's Mutual Aid (disaster response) program. MMUA's Mutual Aid program is a beneficial service available to all Regular members of MMUA in good standing. As the coordinator for this program, I invite the City of Crosslake to join the program.

Two documents are required for this program:

1. Mutual Aid Agreement
2. Resolution ("model" Resolution included for use/reference)

The Mutual Aid Agreement aligns the City of Crosslake with the other participating cities/utilities, serving as a mechanism to obtain emergency assistance. Having a Mutual Aid Agreement on file can help ensure you are eligible for federal funds in the event of a qualified emergency. As you may know, the Federal Emergency Management Agency (FEMA) may not reimburse costs arising from a city, municipal utility, or cooperative assisting another city/utility/cooperative unless there is a prior, written agreement between the damaged party and the assisting party.

Should you assist another participating party, the Agreement clears the deck for reimbursement. It is important to note that the Agreement does not obligate your city/utility to provide assistance.

I urge you take this matter up with your governing body and take the necessary steps to execute the Agreement. I also ask you/your city's governing body to consider adoption of a Resolution. The Resolution authorizes participation in the MMUA Mutual Aid Program, directs execution of the Mutual Aid Agreement, and establishes authority for setting rates for reimbursement.

- If your city is a statutory city and has a utility commission, the governing body is the commission. If your city is a statutory city without a commission, the governing body is the city council.

Please email or mail a signed/dated copy of your Resolution as adopted and a copy of the executed Mutual Aid Agreement to me as soon as possible. If you have any questions, please don't hesitate to call 612-802-8474 or email me [mwilletts@mmua.org](mailto:mwilletts@mmua.org).

Sincerely,

A handwritten signature in black ink, appearing to read 'Mike Willetts', is written in a cursive style.

Mike Willetts  
Director of Training and Safety

3131 Fernbrook Lane N., Suite 200 | Plymouth, MN 55447-5337

Phone 763.551.1230 Toll-Free 800.422.0119 Fax 763.551.0459

[mmua.org](http://mmua.org)

RESOLUTION 24-\_\_\_

CITY OF CROSSLAKE  
COUNTY OF CROW WING  
STATE OF MINNESOTA

RESOLUTION REGARDING MUTUAL AID

WHEREAS, the City of Crosslake, Minnesota (“City”) operates and maintains municipal sewer system utility;

WHEREAS, the City wishes to cooperate with other cities which own and operate utility systems and other publicly owned utility organizations (“Publicly Owned Utilities”);

WHEREAS, the City is a member of the Minnesota Municipal Utilities Association (“MMUA”) and MMUA has developed a program to encourage and foster mutual aid between and among Publicly Owned Utilities in the event of disasters and emergencies;

WHEREAS, The Federal Emergency Management Agency (“FEMA”) has established a rule which provides that FEMA will reimburse mutual aid costs for a particular disaster or emergency only if mutual aid participants have signed a written agreement prior to that disaster or emergency;

WHEREAS, prudent and appropriate charges should be established from time to time which may be paid to the City for its provision of mutual aid services and which may be paid to other Publicly Owned Utilities which may provide mutual aid assistance to Crosslake.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Crosslake, Minnesota:

1. The Mayor is hereby authorized and directed to execute and deliver the MMUA Mutual Aid Agreement (attached hereto) and such other documents and agreements as may be necessary to implement City’s participation in the MMUA Mutual Aid Program and to qualify for FEMA reimbursement of mutual aid costs.
2. The managing staff of the City’s utility system shall establish reasonable rates for reimbursement of its labor and equipment costs as contemplated in FEMA rules, and periodically revise such rates as necessary.
3. City will provide mutual aid assistance to other Publicly Owned Utilities if management determines (a) that the reliability and performance of City’s utility system and the public health and safety of City residents and customers will not be materially and adversely affected, (b) the other Publicly Owned Utility has executed the MMUA Mutual Aid Agreement (or an agreement substantially similar in form and content) and (c) the other Publicly Owned Utility has established rates for reimbursement of City’s labor and equipment costs which are reasonably comparable to those established by the City.

Adopted by the Crosslake City Council this 8th day of July, 2024.

---

David Nevin  
Mayor

ATTEST:

---

Charlene Nelson  
City Clerk

## MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agrees to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The Requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the Aiding Signatory, the Aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
  - a.) Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
  - b.) Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
  - c.) Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
  - d.) Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date \_\_\_\_\_ Entity \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Return to: Minnesota Municipal Utilities Association,  
3131 Fernbrook Lane North Suite 200, Plymouth, MN 55447-5337.

E. 2.

RESOLUTION 24-\_\_\_

CITY OF CROSSLAKE  
COUNTY OF CROW WING  
STATE OF MINNESOTA

FOR THE APPOINTMENT OF ELECTION JUDGES TO SERVE  
FOR THE PRIMARY ELECTION ON AUGUST 13, 2024  
AND THE GENERAL ELECTION ON NOVEMBER 5, 2024

WHEREAS, the City of Crosslake does hereby resolve to appoint election judges for the 2024 Primary Election to be held on the 13th day of August, 2024 and for the 2024 General Election to be held on the 5th day of November, 2024 in the City of Crosslake;

AND WHEREAS, the City of Crosslake does hereby appoint persons to serve as election judges as on file in the Clerk's Office according to Minnesota State Statute 204B.19.

BE IT RESOLVED that the City Council of the City of Crosslake, Minnesota goes on record as appointing Election Judges as on file in the Clerk's office to handle the 2024 Primary Election and 2024 General Election. This approval was acted on at the Regular Council Meeting held on July 8, 2024.

COUNCIL VOTING AYE - \_\_\_

COUNCIL VOTING NAY - \_\_\_

ATTEST:

\_\_\_\_\_  
Charlene Nelson  
City Clerk

\_\_\_\_\_  
David Nevin  
Mayor

E. 3.

MEMO TO: City Council  
FROM: Char Nelson, City Clerk  
DATE: July 8, 2024  
SUBJECT: Hail Damage on City Buildings

As you are aware, a severe storm came through Crosslake on June 12. All of the roofs of City buildings were damaged by hail. All asphalt roofs are covered by insurance and will be repaired. The insurance company pays 70% of the replacement of metal roofs.

The roof on the Fire Hall and the Public Works Building were both damaged and both had issues with leaking prior to the hail event. Staff recommends replacing the roofs on these two buildings since there will be significant savings at only having to pay 30% of overall cost.

The League of MN Insurance Trust will provide the claim and replacement information to the City on Monday, July 8 and this information will be handed out at the meeting.

E.4.

MEMO TO: City Council  
FROM: Char Nelson, City Clerk  
DATE: July 8, 2024  
SUBJECT: Right-of-Way Use Agreement

At its meeting of December 11, 2023, the City Council denied the request from Jeff and Bonnie Benson to vacate the public right-of-way (ROW) between 11622 and 11604 Manhattan Point Blvd and directed the City Attorney to draft a use agreement for the adjacent property owners to sign allowing them to use the ROW for their driveway.

The City changed attorneys in January and this matter was delayed.

Attached is the proposed agreement which was reviewed and signed by the property owners. If Council agrees with terms, motion is required.

---

---

## RIGHT-OF-WAY USE AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made and entered into as of \_\_\_\_\_, 2024, by and between the City of Crosslake, a Minnesota municipal corporation (“City”), Bonnie Benson, as Trustee of the Bonnie J. Benson Living Trust, Jeffrey Benson, as Trustee of the Jeffrey T. Benson Living Trust (“Bensons”), and Joshua Larson and Jessica Marie Molitor (“Larson-Molitor”) (collectively “Owners”).

**WHEREAS**, Bensons are the owners of the following described real property located at 11622 Manhattan Point Blvd., Crosslake in Crow Wing County, Minnesota:

[legal description]

(“Benson Property”); and

**WHEREAS**, Larson-Molitor are the owners of the following described real property located at 11604 Manhattan Point Blvd., Crosslake in Crow Wing County, Minnesota:

[legal description]

(“Larson Property”); and

**WHEREAS**, Glencrest Beach road, as dedicated in the Manhattan Beach Second Addition plat recorded in Crow Wing County, lies between the Benson Property and the Larson Property, and extends from Manhattan Beach Blvd. to the waterline of Big Trout Lake (“City Right-of-Way”); and

**WHEREAS**, the Owners are using a portion of the City Right-of-Way, to the extent depicted on Exhibit A, as a shared driveway to access their respective properties (the “Driveway Area”) and wish to continue doing so; and

**WHEREAS**, subject to the terms of this Agreement, the City is willing to allow the Owners to continue to use the Driveway Area as a driveway to their respective properties.

**NOW, THEREFORE**, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Use and Maintenance of the Driveway Area by Owners.** Under the terms and conditions stated herein, Owners, at their own costs, are hereby authorized to use the Driveway Area as a shared driveway to access their respective properties. The Owners shall not place any structure, retaining walls, irrigation systems, buildings, landscaping, trees, shrubs, or other obstructions in the City Right-of-Way. Such restriction does not preclude Owners from driving and parking personal vehicles in the Driveway Area. The Owners are responsible, at their own expense, to maintain and repair the Driveway Area.
2. **Term.** This Agreement shall continue until the Owners cease using the Driveway Area as a driveway.
3. **Continuing Right to Right-of-Way.** Nothing contained herein shall be deemed a waiver or abandonment or transfer of the right, title and interest the City holds to the City Right-of-Way.
4. **Risk of Loss.** Owners understand and agree that their use of the City-Right-of-Way is at their own risk and that property within the City Right-of-Way may be adversely affected or damaged arising out of the City's or other's use of the City Right-of-Way or acts of God. The parties agree that the City is not responsible for such events and the City has no liability to the Owners for such events. The Owners acknowledge that the City does not maintain this Right-of-Way. Owners assume the risks and obligations of using and maintaining the Driveway Area as a driveway to their respective properties.
5. **Owner to Bear Cost of Relocating Landowner Property on the City Right-of-Way.** The City is responsible for the repair and maintenance of the City Improvements in the City Right-of-Way. The City may require the Owners, at the Owners' expense, to remove the Owners' property for the City to gain access to the City Right-of-Way for the purpose of inspecting the Right-of-Way or adding future City Improvements. The City will provide seven days' written notice to the Owners of the need to remove their property, except in case of emergency, in which case written or verbal shall be provided as soon as practicable.

If the Owners do not remove their property, the City may do so and the Owners shall reimburse the City for the City's costs. Once the City's costs and expenses have been determined by the City, the City shall send an invoice for such costs and expenses to the appropriate Owners. The appropriate Owners must pay the invoice within 30 days after

the date of the invoice. Such costs and expenses include, but are not limited to, costs charged the City by third parties such as contractors as well as costs for City personnel that may have performed the work. Bills not paid shall incur interest at the maximum rate allowed by law or at a lower rate established by the City.

6. **Remedies.** If the Responsible Owner fails to perform its obligations under this Agreement, then the City may avail itself of any remedy afforded by law or in equity, including but not limited to specific performance of this Agreement. No remedy herein described or reserved to the City shall be exclusive of any other available remedy or remedy but shall be cumulative. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof.

7. **Indemnification.** Owners shall defend and indemnify the City and its officers, employees, agents, representatives, attorneys, successors and assigns harmless from any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, damages, penalties, and attorneys' fees, that the City incurs or suffers, which arise out of, result from or relate to any of the following: (i) Owners' use of the City Right-of-Way for any purpose; and (ii) failure by the Owners to observe or perform any covenant, condition, obligation or agreement on their part to be observed or performed under this Agreement.

8. **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 City: City of Crosslake  
c/o City Clerk  
13888 Daggett Bay Road  
Crosslake, MN 56442

If to Bensons: Jeffrey and Bonnie Benson  
11622 Manhattan Point Blvd  
Crosslake, MN 56442

If to Larson-Molitor: Joshua Larson and Jessica Marie Molitor  
11604 Manhattan Point Blvd  
Crosslake, MN 56442

9. **No Third-Party Recourse.** Third parties shall have no recourse against the City under this Agreement.

10. **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.

11. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Minnesota.

12. **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.

13. **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.

**IN WITNESS WHEREOF**, this Agreement is executed by the parties' authorized representatives as of the date first written above.

*[signatures begin on following page]*







By: \_\_\_\_\_  
Jessica Molitor

STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

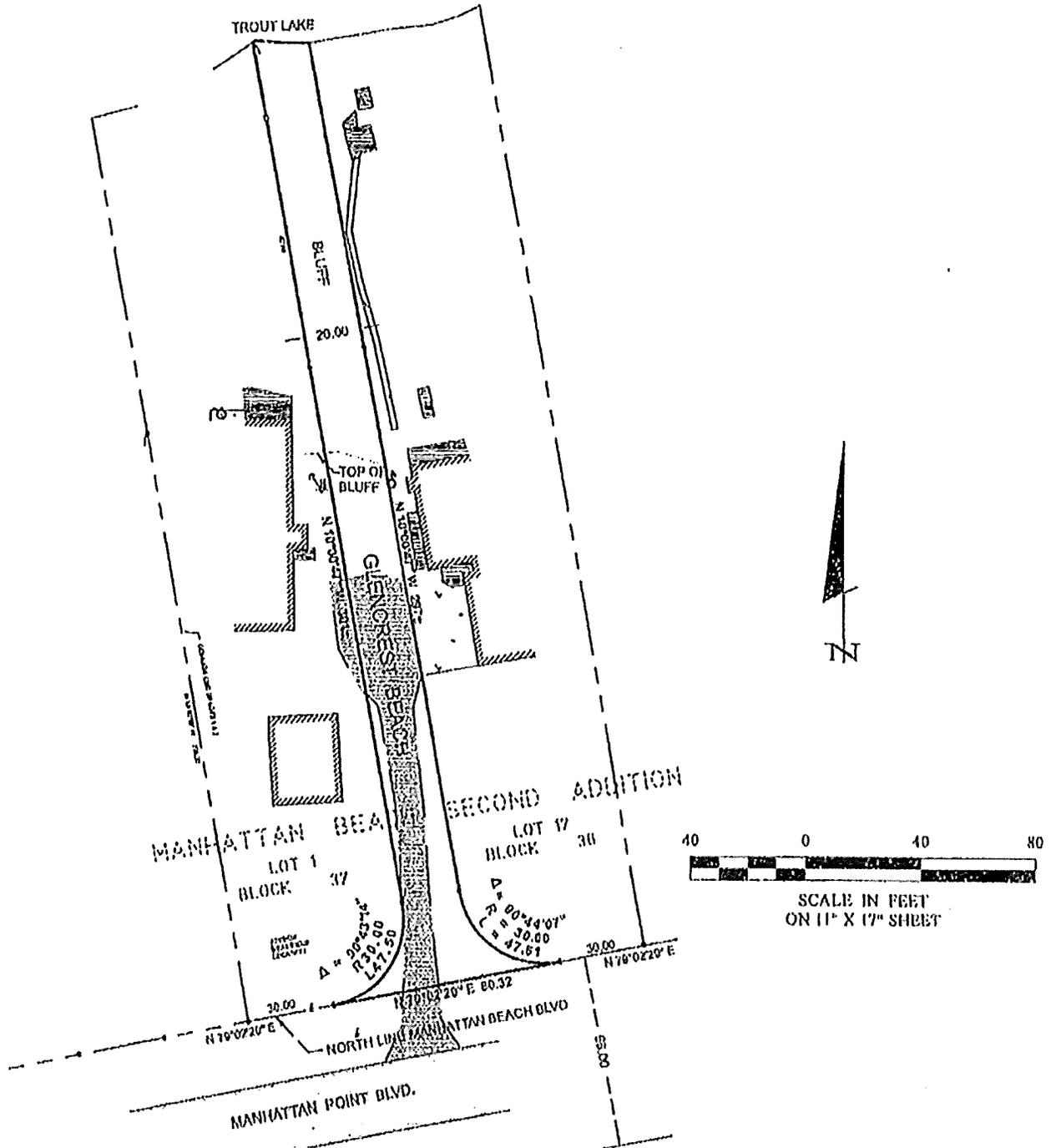
This instrument was acknowledged before me on \_\_\_\_\_ 2024, by  
Jessica Molitor.

(Stamp)

\_\_\_\_\_  
Notary Public



EXHIBIT A



F. 4. a.

PUBLIC WORKS COMMISSION

CITY OF CROSSLAKE

Monday July 1. 2024

Chairman Swenson called the meeting to order with the following members present Swenson, Wagner, Schrupp, Berg, Frey. Also, present Public Works director Wehner, Interim Administrator Bohnsack, Council member Seibert-Volz.

Motion Wagner /Second Frey

Approve corrected minutes of June 3, 2024 Public Works Commission meeting.

Motion Carried

City Engineer Phil Martin Updated the commission on the following projects & potential projects for consideration.

Progress of year 1 street improvement Program

Matilda Shores -Bridge wing walls. Quotes for wing-walls are being solicited.

Harbor Lane Engineering proposal, preliminary assessment roll, Easements needed for street improvements and adjacent trails. Harbor Lane included in Year 2 Road Improvement Program.

Motion Schrupp/Second Wagner

Recommend City Council pursue acquisition of easements necessary for improvements to Harbor Lane & planned adjacent trails. Recommend consideration of special assessments as payment for easements.

Motion Carried

Motion Frey/ Second Wagner

Recommend Renewal of Easement on Willow Lane, with Army Corps of Engineers.

Motion Carried

There being no further business the meeting was adjourned.

Jerry Bohnsack Interim Administrator.



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT  
332 MINNESOTA STREET, SUITE E1500  
ST. PAUL, MN 55101-1323

June 5, 2024

F. 4. a. 2.

Real Estate Division  
Management and Disposal Branch

Honorable David Nevin  
Mayor, City of Crosslake  
13888 Daggett Bay Road  
Crosslake, Minnesota 56442

Dear Mayor Nevin:

Enclosed for your review and signature are two (2) copies of Easement No. DACW37-2-24-0038, which allows for the construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of a roadway encumbering .046 acre of government-owned lands located in Crow Wing County, Minnesota. This easement is effective October 15, 2023, and will expire on October 14, 2048.

Payment in the amount of \$500.00 is due and to be made payable to: USAED, St. Paul. This amount represents the administrative fee to cover the processing and management/inspection expenses associated with the 25-year easement, which is authorized by Title 10 U.S.C. § 2695 - Acceptance of funds to cover administrative expenses relating to certain real property transactions.

Also enclosed, is a Taxpayer Identification Form that is required for the issuance of this easement. Please complete the form and return it along with both signed copies of the easement.

After signing and dating both copies of the easement, and filling out the Taxpayer Identification Form, please return all original documents to the U.S. Army Corps Office located at:

U.S. Army Corps of Engineers, St. Paul District  
332 Minnesota Street – Suite E1500  
ATTN: Real Estate Division (J. Grow)  
St. Paul, Minnesota 55101-1323

Upon receipt of the copies, a government representative will sign, date, and return a fully executed copy of the easement for your records.

To comply with the Project resource protection requirements, you must obtain prior approval from the Real Estate Contracting Officer before conducting any of the following activities:

- a. Placement of fill material in any water body or designated wetland.
  - b. Cutting trees, limbs, or any woody vegetation except for hazardous trees that pose an immediate threat or risk to human life or property.
  - c. Causing ground disturbance or excavating material from the Premises.
  - d. Applying pesticides or herbicides on the property of the Government.
- Failure to comply with this condition may result in the immediate termination of the easement.

If you have any questions related to the easement or the instructions provided above, please contact me at (651) 290-5324.

Sincerely,

Jeff Grow  
Supervisory Realty Specialist

Enclosures

**DEPARTMENT OF THE ARMY**  
**EASEMENT FOR PUBLIC ROAD OR STREET**  
**LOCATED ON**  
**UPPER MISSISSIPPI RIVER AT HEADWATERS PROJECT – PINE RIVER RESERVOIR**  
**CROW WING COUNTY, MINNESOTA**  
**A Portion of Tract No. 91**

**THE SECRETARY OF THE ARMY** under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **CITY OF CROSSLAKE, MINNESOTA** hereinafter referred to as the “Grantee”, an Easement to:

*Occupy 0.46 acre of federally owned land for the purpose of construction, installation, operation, maintenance, repair, removal, upgrade, and replacement of a roadway.*

Said easement is authorized over, across, in and upon lands of the United States as identified **Exhibit A**, attached hereto and made a part hereof, hereinafter referred to as the Premises.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of **Twenty-Five (25) years**, beginning **October 15, 2023**, and ending **October 14, 2048**, but revocable at will by the Secretary.

**2. CONSIDERATION**

The consideration of this easement shall be the construction, operation and maintenance of a public road for the benefit of the United States and the general public in accordance with the terms herein set forth.

**3. EASEMENT ADMINISTRATIVE FEE**

- a. Authority: 10 U.S.C. § 2695 - Acceptance of funds to cover administrative expenses relating to certain real property transactions.
- b. The Grantee shall remit the amount of **Five Hundred and NO/100 (\$500.00) Dollars** for the term to cover the Government’s expense to administer and monitor this contract. This will be a separate payment from that required under the Consideration clause herein.
- c. Any excess funds not expended by the Government for administration of this contract shall be returned to the Grantee.

**4. NOTICES**

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to:

**City of Crosslake, Minnesota  
ATTN: David Nevin, Mayor  
13888 Daggett Bay Road  
Crosslake, Minnesota 56442**

and, if to the United States, to:

**U.S. Army Corps of Engineers – St. Paul District  
Attention: Chief, Real Estate Division  
332 Minnesota Street – Suite E1500  
St. Paul, Minnesota 55101-1323**

or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

**5. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer (RECO)", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

**6. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER (RECO)**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the RECO, St. Paul District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

**7. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located.

**8. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

**9. INSPECTION AND REPAIRS**

The Grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

**10. PROTECTION OF GOVERNMENT PROPERTY**

The Grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the Grantee under this easement and shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

**11. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

**12. RIGHT TO CONNECT**

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

**13. OTHER AGENCY AGREEMENTS**

It is understood that the provisions of the conditions on **SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER (RECO)** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the Grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

**14. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

**15. SOIL AND WATER CONSERVATION**

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

**16. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground, and water. The Grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

**17. ENVIRONMENTAL CONDITION OF PROPERTY**

An Environmental Condition of Property (ECP) Report may be required by the Secretary upon expiration, revocation or termination of this easement to assess and document the environmental condition of the property at that time, if the need is warranted. This report/assessment will assist in determining any environmental remediation requirements that would need to be completed by the Grantee requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

**18. HISTORIC PRESERVATION**

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed.

**19. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said RECO, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this

easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the Grantee.

**20. RESTORATION**

On or before the expiration or termination of this easement, the Grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to remove said facilities and restore the Premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

**21. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

**22. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

**23. REQUIRED SERVICES**

The Grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

**24. RELOCATION OF FACILITIES**

In the event all or any portion of the Premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the Premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

**25. NON-DISCRIMINATION**

a. The Grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion.

b. The Grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Grantee, its agents, successors, transferees, and assignees.

**26. DETERMINATION REGARDING EXECUTIVE ORDER 13658**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13658. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2024 and December 31, 2024 shall be \$12.90 per hour. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

e. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll Records.

(1) The contractor shall made and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number.
- (i) The worker's occupation(s) or classification(s).
- (ii) The rate or rates of wages paid.
- (iii) The number of daily and weekly hours worked by each worker.
- (iv) Any deductions made; and

(v) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

h. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

j. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this provision:

(1) The employer must inform the tipped employee in advance of the use of the tip

credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**k. Anti-retaliation.** It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10, or has testified or is about to testify in any such proceeding.

**l. Disputes concerning labor standards.** Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**m. Notice.** The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

**n.** If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

**27. DETERMINATION REGARDING EXECUTIVE ORDER 13706**

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any and/or benefits denied or lost because of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor’s obligations under the Service Contract Act and Davis-Bacon Act, and a

contractor may not receive credit toward its prevailing wages or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g.** Recordkeeping.

**(1)** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i)** Name, address, and Social Security number of each employee;
- (ii)** The employee's occupation(s) or classifications(s);
- (iii)** The rate or rates of wages paid (including all pay and benefits provided);
- (iv)** The number of daily and weekly hours worked;
- (v)** Any deductions made;
- (vi)** The total wages paid (including all pay and benefits provided) each pay period;
- (vii)** A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii)** A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix)** Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in §13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x)** A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi)** Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;

(xiii) The relevant covered contract;

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)(i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time they asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (ii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use their paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirement, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirement of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR

60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representative of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person of firm who has an interest in the contractor's firm is a person of firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification of other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13;

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## 28. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the property are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the Premises.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Kevin Sommerland  
Chief, Real Estate  
Real Estate Contracting Officer

**THIS EASEMENT** is also executed by the Grantee this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
David Nevin, Mayor  
City of Crosslake, Minnesota

Exhibit A

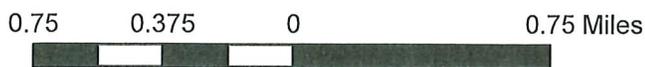
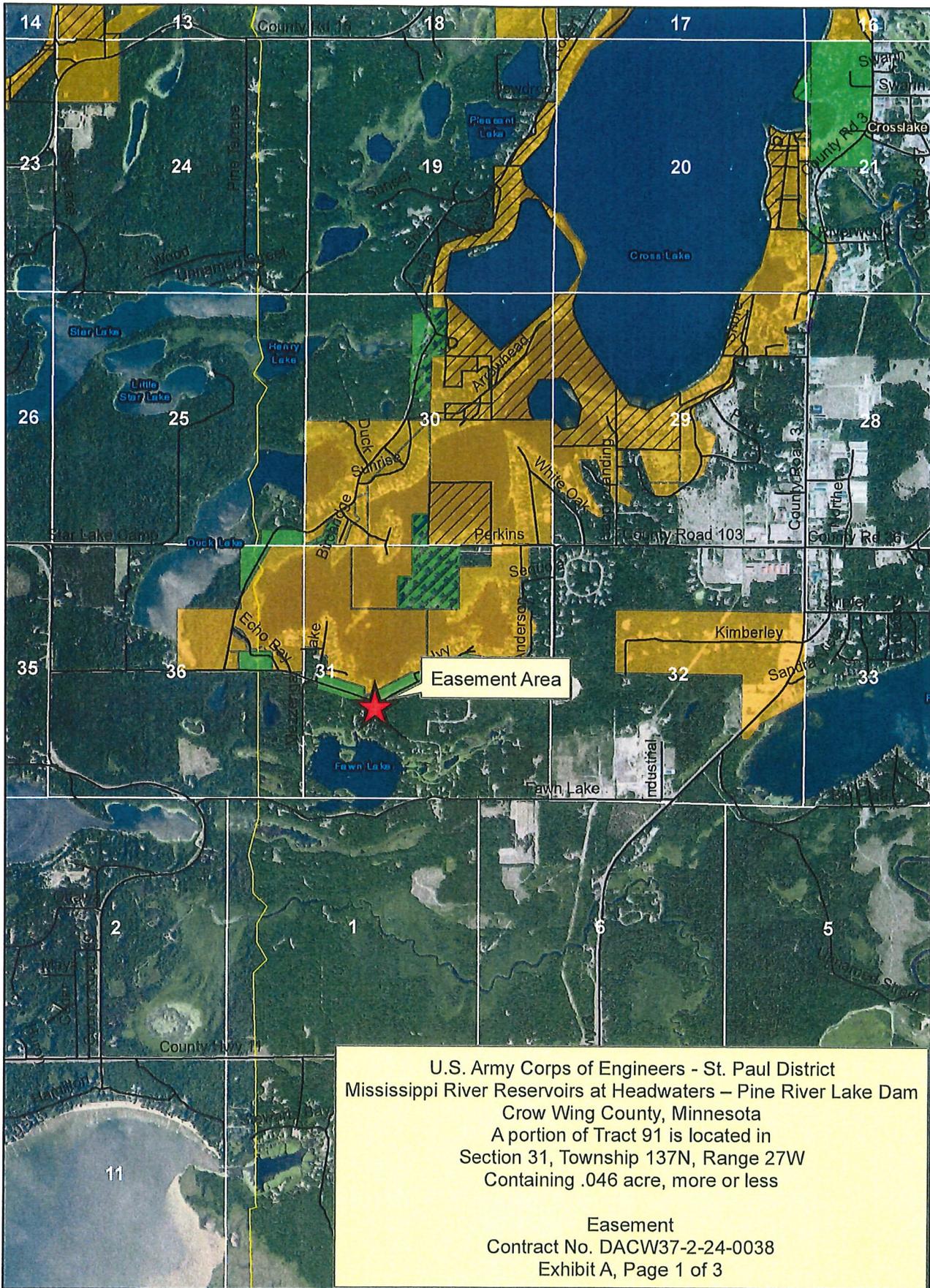
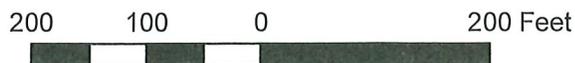
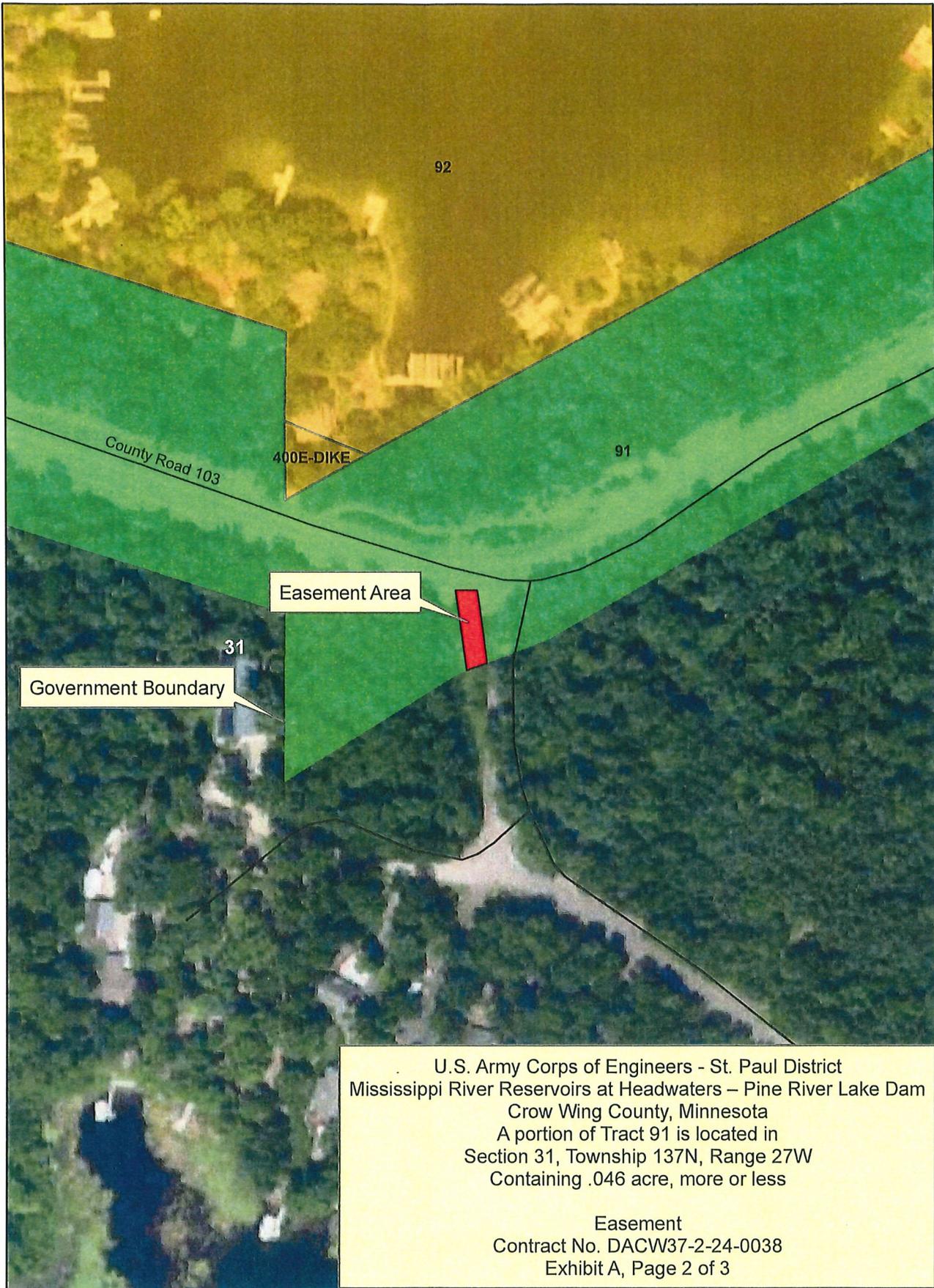


Exhibit A



Single Feature

Available Reports

Plat Drawing

Go

Zoom to Feature

Feature Information

Name	Value
PARCEL NUMBER	14310729
APPRCL	120313100A00009
TDTDNM	CITY OF CROSSLAKE
OWNIDN	3
OWNAME	UNITED STATES OF AMERICA
OWADR1	00000
OWADR2	
OWADR3	
OWADR4	
TAXIDN	3
TXNAME	UNITED STATES OF AMERICA
TXADR1	00000
TXADR2	
TXADR3	
TXADR4	
PHYSADDR	0
PHYSITY	CROSS LAKE

