TRUTH IN TAXATION MEETING CITY OF CROSSLAKE MONDAY, DECEMBER 8, 2025 6:00 P.M. – CITY HALL

PUBLIC HEARING
SUNRISE BLVD IMPROVEMENTS
CITY OF CROSSLAKE
MONDAY, DECEMBER 8, 2025
6:30 P.M. – CITY HALL

AGENDA
REGULAR COUNCIL MEETING
CITY OF CROSSLAKE
MONDAY, DECEMBER 8, 2025
7:00 P.M. – CITY HALL

A. CALL TO ORDER

- 1. Pledge of Allegiance
- 2. Approval of Additions to the Agenda
- **B.** PUBLIC FORUM Action may or may not be taken on any issues raised. If Council requires more information or time for consideration, the issues will be placed on the agenda of the next regular council meeting. Speaker must state their name and address. Each speaker is given a three-minute time limit.
- C. CONSENT CALENDAR NOTICE TO THE PUBLIC All items here listed are routine by the City Council and will be acted on by one motion. There will be no separate discussion on these items unless a Citizen or Councilmember so requests:
 - 1. Regular Council Meeting Minutes of November 10, 2025
 - 2. Special Council Meeting Minutes of November 19, 2025
 - 3. November 2025 Budget Revenues
 - 4. November 2025 Budget Expenditures
 - 5. November 2025 Balance Sheet
 - 6. Memo dated December 3, 2025 from City Clerk Re: Annual Updates to the City's Cafeteria Plan
 - 7. Police Reports for Crosslake, Mission Township and City of Manhattan Beach November 2025
 - 8. Fire Department Report November 2025
 - 9. Public Safety Commission Meeting Minutes of October 1, 2025
 - 10. Planning & Zoning Commission Meeting Minutes of October 22, 2025
 - 11. Parks & Recreation/Library Commission Meeting Minutes of October 22, 2025
 - 12. Public Works Meeting Minutes of November 3, 2025

- 13. Waste Partners Recycling Report for October 2025
- 14. Personnel Updates and Recap dated December 2025
- 15. Resolution to Approve LG214 Premises Permit Application for Northern Lakes Youth Hockey Assn
- 16. Bills for Approval

D. COMMUNITY ORGANIZATIONS

- 1. Cindy Myogeto, Chamber of Commerce and Mallory Goerges, St. Patrick's Day Committee Chair
 - a. Permission to Have Access to City Streets, Police, Fire, and Public Works for Parade on Saturday, March 14, 2026
 - b. Approval of LG220 Application for Exempt Permit for Raffle (Council Action-Motion)

E. MAYOR'S AND COUNCIL MEMBERS' REPORT

1. Resolution Accepting Donations (Council Action-Motion)

F. CITY ADMINISTRATOR'S/CITY CLERK'S REPORT

- Second Reading of Ordinance Amending Chapter 23, Short-Term Home Rental Licensing and Approval to Publish Summary in Official Newspaper (Council Action-Motion)
- 2. Resolution Accepting Bond Award: Predesign, Design, Construct, Furnish, Equip Grant for the City of Crosslake National Loon Center (Council Action-Motion)
- 3. Memo dated December 3, 2025 from City Clerk Re: Approval of Cannabis Business Registration Application (Council Action-Motion)
- 4. Memo dated December 4, 2025 from City Clerk Re: Retroactive Approval of Bills for Payment (Council Action-Motion)

G. COMMISSION REPORTS

1. PARK & RECREATION / LIBRARY

- a. Request for Council Action dated December 8, 2025 from TJ Graumann Re: Pickleball Advisory Subcommittee (Council Action-Motion)
- b. Request for Council Action dated December 8, 2025 from TJ Graumann Re: Weight Room Fee Adjustments (Council Action-Motion)
- c. Request for Council Action dated December 8, 2025 from TJ Graumann Re: Community Park Master Plan, Phase II Cost Level Estimates (Council Action-Motion)
- d. Request for Council Action dated December 8, 2025 from TJ Graumann Re: South Bay Park Management Plan (Council Action-Motion)

2. PUBLIC SAFETY

- a. Memo dated December 3, 2025 from Chief Maier Re: Probationary Status of Officer Nick Davis (Council Action-Motion)
- b. Memo dated December 8, 2025 from Chief Maier Re: 2026 Squad Car Purchase (Council Action-Motion)

- 3. PUBLIC WORKS
 - a. Memo dated December 1. 2025 from Public Works Commission Re: Sylva Lane Dan Miller (Council Action-Motion)
- **H. 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. **Each speaker is given a three-minute time limit.**
- I. NEW BUSINESS
- J. OLD BUSINESS
- K. CITY ATTORNEY REPORT
- L. ADJOURN

C.

REGULAR COUNCIL MEETING CITY OF CROSSLAKE MONDAY, NOVEMBER 10, 2025 6:00 P.M. – CITY HALL

The Crosslake City Council held the Regular Council Meeting on Monday, November 10, 2025 in City Hall. The following Council Members were present: Mayor Jackson Purfeerst, Jayme Knapp, Bob Heales, Robin Sylvester, and Sandy Farder. Also in attendance were City Administrator Lori Conway, Public Works Director Pat Wehner, City Clerk Char Nelson, Park & Recreation Director TJ Graumann, Zoning Director Jody Grund, Police Chief Jake Maier, and Fire Chief Chip Lohmiller. City Attorney Jordan Soderlind and Echo Publishing Reporter Tom Fraki attended via Zoom. There were approximately twenty audience members in City Hall and on Zoom.

A. CALL TO ORDER – Mayor Purfeerst called the Regular Council Meeting to order at 6:00 P.M. The Pledge of Allegiance was recited. MOTION 11R-01-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE THE ADDITIONS TO THE AGENDA. MOTION CARRIED WITH ALL AYES.

B. PUBLIC FORUM – None.

- C. CONSENT CALENDAR MOTION 11R-02-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY BOB HEALES TO APPROVE THE FOLLOWING ITEMS LISTED ON THE CONSENT CALENDAR:
 - 1. Special Council Meeting Minutes of October 3, 2025
 - 2. Regular Council Meeting Minutes of October 13, 2025
 - 3. Special Council Meeting Minutes of October 20, 2025
 - 4. October 2025 Budget Revenues
 - 5. October 2025 Budget Expenditures
 - 6. October 2025 Balance Sheet
 - 7. Police Reports for Crosslake, Mission Township and City of Manhattan Beach October 2025
 - 8. Fire Department Report October 2025
 - 9. Public Works Meeting Minutes of October 6, 2025
 - 10. Planning & Zoning Commission Meeting Minutes of September 26, 2025
 - 11. Park, Recreation, and Library Commission Minutes of August 27, 2025
 - 12. Waste Partners Recycling Report for September 2025
 - 13. LG240B Application to Conduct Excluded Bingo for Knights of Columbus
 - 14. Approval of F.I.R.E. Invoice in the Amount of \$650.00
 - 15. Bills for Approval in the Amount of \$393,589.01
 - 16. Approval of F.I.R.E. Invoice in the Amount of \$650.00
 - 17. Additional Bills for Approval in the Amount of \$22,664.45

MOTION CARRIED WITH ALL AYES.

D. COMMUNITY ORGANIZATIONS

1. Alden Hardwick of the PAL Foundation gave a yearend review of the projects that were completed in 2025, including four new pickleball courts, new Library sign, planting of

- 100's of maple trees, and the addition of a new Family Festival in the fall. Mr. Hardwick thanked the community for contributing funds to PAL to make these projects possible.
- 2. Cindy Myogeto of the Chamber provided an update on WinterFest 2026. MOTION 11R-03-25 WAS MADE BY BOB HEALES AND SECONDED BY JAYME KNAPP TO APPROVE THE CITY-WIDE SOUPFEST ORGANIZED BY THE CROSSLAKE CHAMBER ON SATURDAY, FEBRUARY 7, 2026. MOTION CARRIED WITH ALL AYES. Ms. Myogeto asked that the sidewalks be plowed and salted for walkers that weekend and staff stated that sidewalks will be maintained throughout the winter.
- 3. Jonathan Grothe of the Crosslakers provided an update and mockup of the proposed informational/directional kiosks. The Council had no questions and were pleased with the design.
- **E. MAYOR'S AND COUNCIL MEMBERS' REPORT-** Mayor Purfeerst announced that Senior Meals provided by Lutheran Social Services at the Community Center will be available 5 days a week, Monday Friday, for the first time since COVID.

Mayor Purfeerst read a letter of thanks from the Sheriff's Department to Chief Maier and his officers that worked with the Paul Bunyan Drug Task Force in a major drug bust in Crosslake.

A Community Holiday Meal will be held on December 14, 2025 from 11-2 at The Gathering Event Center, provided entirely by community members.

- 1. MOTION 11R-04-25 WAS MADE BY BOB HEALES AND SECONDED BY SANDY FARDER TO APPROVE RESOLUTION NO. 25-33 ACCEPTING DONATIONS FROM CROSSLAKE FIREFIGHTERS' RELIEF ASSOCIATION IN THE AMOUNT OF \$2,078.13 FOR THE COST OF ELECTRICAL IN THE COLD STORAGE BUILDING, FROM PAL FOUNDATION IN THE AMOUNT OF \$217.87 FOR TREES, FROM PAL FOUNDATION IN THE AMOUNT OF \$737.00 FOR BENCHES, FROM PAL FOUNDATION IN THE AMOUNT OF \$754.00 FOR THE LIBRARY, AND GRANTS FROM UNITED STATES TENNIS ASSOCIATION IN THE AMOUNT OF \$19,000 FOR RESURFACING COURTS, FROM SOURCEWELL IN THE AMOUNT OF \$26,779.00 FOR TECHNOLOGY UPDATES, FROM SOURCEWELL IN THE AMOUNT OF \$40,000.00 FOR RADIOS AND TURNOUT GEAR, FROM SOURCEWELL IN THE AMOUNT OF \$50,000.00 FOR PARK COLD STORAGE BUILDING, AND FROM SOURCEWELL IN THE AMOUNT OF \$19,807.19 FOR TACTICAL EQUIPMENT AND SURVEILLANCE VEHICLE. MOTION CARRIED WITH ALL AYES.
- 2. Sandy Farder provided the Comprehensive Plan Analysis Results from the Strategic Growth Committee. This committee was tasked with reviewing the Comprehensive Plan to see if the City policies are in line with the plan, to see if any plans were implemented, and to provide suggestions of possible changes to the plan. The committee met for several months. Ms. Farder's summary included successes and ongoing issues in each

category: Land Use and Housing, Economic Vitality, Transportation, Infrastructure, Public Safety, Environment, and Recreation.

TJ Graumann provided an update on trail planning and a tool on the City's website that can be used for the public to engage in the process.

F. CITY ADMINISTRATOR'S REPORT

- 1. Lori Conway presented the first reading of the Ordinance Amending Chapter 23 Short Term Home Rental Licensing. Council was in favor of proposed changes, however, there was a lengthy discussion whether to remove the requirement to have trash storage containers removed from roadside within 24 hours of scheduled pickup. Bob Heales noted that the City just fined property owners for this violation. Jayme Knapp suggested that the term roadside be better defined and allow owners 48 hours to remove the containers. Robin Sylvester suggested that there not be a different ordinance for short-term rentals. It was the consensus of the Council to remove the language regarding trash containers and to consider reimbursing the property owners that received fines in 2025 after the second reading and adoption of the ordinance.
- 2. MOTION 11R-05-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO APPROVE ORDINANCE NO. 408 AMENDING CHAPTER 12 ARTICLE VI CANNABIS BUSINESS RELATED TO LOCATION AND HOURS OF OPERATION OF RETAILERS SELLING LOW POTENCY HEMP EDIBLES. MOTION CARRIED WITH ALL AYES.

MOTION 11R-06-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY BOB HEALES TO APPROVE PUBLISHING ORDINANCE NO. 408 IN SUMMARY FORM IN THE OFFICIAL NEWSPAPER. MOTION CARRIED WITH ALL AYES.

- 3. MOTION 11R-07-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO APPROVE THE UPDATED FEE SCHEDULE THAT INCLUDED FOR REGISTRATION OF LOW POTENCY HEMP EDIBLE RETAILERS. MOTION CARRIED WITH ALL AYES.
- 4. MOTION 11R-08-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO APPROVE APPLICATION FROM BARSTOCK LIQUORS FOR INITIAL LOWER-POTENCY HEMP EDIBLE RETAILER LICENSE. MOTION CARRIED WITH ALL AYES.
- 5. MOTION 11R-09-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO APPROVE RESOLUTION NO. 25-32 ACCEPTING BOND AWARD: PREDESIGN, DESIGN, CONSTRUCT, FURNISH, EQUIP GRANT FOR THE CITY OF CROSSLAKE NATIONAL LOON CENTER. MOTION CARRIED WITH ALL AYES.
- 6. <u>MOTION 11R-10-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY</u>
 JAYME KNAPP TO APPROVE WAGE INCREASE FOR POLICE

- ADMINISTRATIVE ASSISTANT FROM \$27.99 TO \$28.83 PER HOUR, RETROACTIVE TO SEPTEMBER 1, 2025 IN RECOGNITION OF EXPANDED RESPONSIBILITIES ASSOCIATED WITH THE CITY'S SHORT-TERM RENTAL (STR) PROGRAM. MOTION CARRIED WITH ALL AYES.
- 7. MOTION 11R-11-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO APPROVE REQUEST FROM POLICE ADMINISTRATIVE ASSISTANT TO WORK FROM HOME FOR APPROXIMATELY 8 WEEKS OF A 12 WEEK LEAVE OF ABSENCE, UP TO 25 HOURS PER WEEK, WHICH WILL BE EVALUATED EVERY 4 WEEKS DURING SAID LEAVE. MOTION CARRIED WITH ALL AYES.
- 8. MOTION 11R-12-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO APPROVE REQUEST FROM PLANNER ZONING-COORDINATOR TO WORK MODIFIED HOURS OF 7:00 A.M. TO 3:30 P.M. THROUGH THE END OF THE YEAR. A brief discussion ensued. Zoning Director Jody Grund stated that he is in favor of the request. Jackson Purfeerst stated that he prefers to have staff in the office all day every day. Jayme Knapp agreed. MOTION CARRIED 4-1 WITH PURFEERST OPPOSED.
- 9. MOTION 11R-13-25 WAS MADE BY SANDY FARDER AND SECONDED BY BOB HEALES TO APPROVE CHANGES TO THE EMPLOYEE HANDBOOK AS PRESENTED. MOTION CARRIED WITH ALL AYES.

G. COMMISSION REPORTS

1. PERSONNEL COMMITTEE

- a. MOTION 11R-14-25 WAS MADE BY JAYME KNAPP AND SECONDED BY BOB HEALES TO APPROVE CHANGES TO THE CITY ADMINISTRATOR JOB DESCRIPTION AS PRESENTED. MOTION CARRIED WITH ALL AYES.
- b. MOTION 11R-15-25 WAS MADE BY SANDY FARDER AND SECONDED BY ROBIN SYLVESTER TO REQUIRE THAT THE HIRING OF ALL PART-TIME AND SEASONAL EMPLOYEES BE APPROVED THROUGH THE CONSENT AGENDA. MOTION CARRIED WITH ALL AYES.
- c. MOTION 11R-16-25 WAS MADE BY JAYME KNAPP AND SECONDED BY BOB HEALES TO REQUIRE THAT ALL LONG-TERM (1 WEEK OR MORE) WORK FROM HOME AND MODIFIED SCHEDULE REQUESTS BE BROUGHT TO THE CITY ADMINISTRATOR AND THEN TO CITY COUNCIL FOR ACTION. MOTION CARRIED 4-1 WITH SYLVESTER OPPOSED.

2. PUBLIC WORKS/SEWER/CEMETERY

a. Included in the packet for Council information was a memo dated November 3, 2025 from the Public Works Commission regarding the striping machine. No action was required.

- b. MOTION 11R-17-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO REQUIRE SHORT-TERM RENTALS THAT ARE CONNECTED TO CITY SEWER TO INSTALL A WATER METER (PROVIDED BY THE CITY) IN ORDER TO BILL THEM AS A BUSINESS. MOTION CARRIED WITH ALL AYES.
- c. MOTION 11R-18-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO MODIFY YEAR 3 ROAD IMPROVEMENT PLAN BY ADDING CHIP SEALCOAT TO HARBOR LANE AND ALLEN AVE, AND BY ADDING BITUMINOUS MILL & OVERLAY TO WILDERNESS TRAIL AND SUGARLOAF ROAD. MOTION CARRIED WITH ALL AYES.
- d. MOTION 11R-19-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY SANDY FARDER TO APPROVE RESOLUTION NO. 25-34 DECLARING ADEQUACY OF PETITION AND ORDERING PREPARATION OF REPORT FOR SUNRISE BOULEVARD. MOTION CARRIED WITH ALL AYES.
- e. MOTION 11R-20-25 WAS MADE BY JACKSON PURFEERST AND SECONDED BY BOB HEALES TO APPROVE RESOLUTION NO. 25-35 RECEIVING FEASIBILITY REPORT AND CALLING FOR HEARING ON IMPROVEMENT ON SUNRISE BOULEVARD. MOTION CARRIED WITH ALL AYES.

3. PLANNING & ZONING

a. MOTION 11R-21-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO APPROVE THE SECOND READING OF ORDINANCE NO. 409 NAMING AN UNNAMED ROAD AS BEAR PAW TRL AND ADDING THE ROAD NAME TO THE MASTER ROAD NAME INDEX. MOTION CARRIED WITH ALL AYES.

MOTION 11R-22-25 WAS MADE BOB HEALES AND SECONDED BY JAYME KNAPP TO APPROVE THE PUBLICATION OF THE SUMMARY OF ORDINANCE NO. 409 IN THE OFFICIAL NEWSPAPER. MOTION CARRIED WITH ALL AYES.

H. PUBLIC FORUM – Tom Swenson of the Public Works Commission suggested that an ordinance amendment be made to formalize the decision to require short-term rentals connected to the sewer be required to install water meter. Council agreed.

Pat Netko of the Crosslakers thanked Pat Wehner for all of his help throughout the year with all of the different projects for each season.

Peter Graves of 14131 Sugarloaf Road congratulated the Chamber on the Celebrate Crosslake Awards Ceremony honoring businesses and individuals.

I. NEW BUSINESS – Robin Sylvester asked if a date for training had been set yet. Lori Conway stated that it may be held on January 21st.

Jayme Knapp asked when the Council would do the City Administrator's annual review. Lori Conway replied that performance reviews are done annually at the end of the year.

Jackson Purfeerst stated that he would like to call a Budget Meeting on November 19, 2025 at 9 A.M.

- J. OLD BUSINESS None.
- **K. CITY ATTORNEY REPORT** None.
- L. ADJOURN There being no further business at 7:27 P.M., MOTION 11R-23-25 WAS MADE BY SANDY FARDER AND SECONDED BY JAYME KNAPP TO ADJOURN THE REGULAR MEETING. MOTION CARRIED WITH ALL AYES.

Respectfully submitted by,

Charlene Nelson, City Clerk

C. Z.

SPECIAL COUNCIL MEETING CITY OF CROSSLAKE WEDNESDAY, NOVEMBER 19, 2025 10:00 A.M. – CITY HALL

The Council for the City of Crosslake held a Special Session on Wednesday, November 19, 2025. The following Council Members were present: Mayor Jackson Purfeerst, Robin Sylvester, and Jayme Knapp. Sandy Farder and Bob Heales participated via Zoom because they were travelling. Also present were City Administrator Lori Conway, City Clerk Char Nelson, Public Works Director Pat Wehner, Park Director TJ Graumann, Deputy Clerk/Treasurer Sharyl Murphy, and Fire Chief Chip Lohmiller. There were two people in the audience.

- 1. Mayor Purfeerst called the meeting to order at 10:00 A.M.
- 2. MOTION 11SP1-01-25 WAS MADE BY JAYME KNAPP AND SECONDED BY ROBIN SYLVESTER TO APPROVE STATEMENT OF WORK AUDIT SERVICES WITH CLIFTON LARSON ALLEN FOR FINANCIAL STATEMENTS YEAR ENDED 2025. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
- 3. MOTION 11SP1-02-25 WAS MADE BY ROBIN SYLVESTER AND SECONDED BY JAYME KNAPP TO APPROVE THE CHANGE IN DONATED LEAVE POLICY TO INCREASE MAXIMUM DONATION TO 40 HOURS, TO ALLOW DONATION OF SICK TIME, AND TO PRORATE UNUSED HOURS BACK TO DONORS. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
- 4. MOTION 11SP1-03-25 WAS MADE BY JAYME KNAPP AND SECONDED BY ROBIN SYLVESTER TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CROSSLAKE AND TEAMSTERS LOCAL NO. 346 REGARDING MINNESOTA PAID FAMILY AND MEDICAL LEAVE (PFML). ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
- 5. The Council reviewed bids from five cleaning companies to clean all city buildings. The bids ranged from \$4,116.25 to \$7,195.20 per month. Three companies were local, one was from Minneapolis and one was from Tennessee. Jayme Knapp asked if the City ever considered hiring someone for \$60,000 a year to do this service. The City had not. MOTION 11SP1-04-25 WAS MADE BY JAYME KNAPP AND SECONDED BY ROBIN SYLVESTER TO TABLE ACTION AND REQUEST LORI CONWAY TO PUT COST ESTIMATES TOGETHER TO SEE IF THIS IDEA WAS FEASIBLE. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.
- 6. Lori Conway reviewed changes to revenue and expenses made to the proposed 2026 Budget since the last budget meeting. Ms. Conway asked the Council to consider putting \$50,000 in a fund for future trails, since the Lake Foundation and Bolton & Menk are working on designs to expand the City's trail system. Without funding for trails, the

change from 2025 would be a decrease of 0.73%. Funding the trails would make an increase of 0.22% over last year. MOTION 11SP1-05-25 WAS MADE BY JACKSON PURFEERST AND SECONDED BY JAYME KNAPP TO APPROVE THE PROPOSED BUDGET THAT INCLUDED FUNDING FOR TRAILS. ROLL CALL VOTE WAS TAKEN AND MOTION CARRIED WITH ALL AYES.

Marcia Seibert-Volz of 37668 Moen Beach Trail asked if the \$50,000 for trails was included in the Preliminary Levy. Lori Conway stated that the proposed levy has been reduced from the Preliminary Levy. Ms. Seibert Volz asked how much of the \$100,000 Emergency Funds from this year's budget has been spent. Lori Conway explained that staff wouldn't have a firm number until the end of year. Ms. Seibert Volz wanted to ask another question but the Mayor asked her to talk to the City Administrator outside of the meeting.

7. There being no further business at 10:40 A.M., <u>MOTION 11SP1-06-25 WAS MADE BY JAYME KNAPP AND SECONDED BY ROBIN SYLVESTER TO ADJOURN THE MEETING.</u>

Respectfully Submitted,

Charlene Nelson City Clerk

12/02/25 9:35 AM Page 1

City of Crosslake

Budget - Revenues NOVEMBER

		NOV	CINDEK				
Account Desc	r	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
101 GENERAL FUND		Dauget	THE AIRC	TIDAM	Dalance	budget	
	General Property Taxes	\$3,944,635.00	40.00	£2 272 410 40	#1 E72 216 60	60.140/	
	• •		\$0.00	\$2,372,418.40	\$1,572,216.60	60.14%	
R 101-31800		\$0.00	\$0.00	\$1,511.89	-\$1,511.89	0.00%	
	Penalties and Interest DelTax	\$1,500.00	\$0.00	\$1,161.78	\$338.22	77.45%	
	Liquor License - All	\$21,250.00	\$0.00	\$26,473.36	-\$5,223.36	124.58%	
	Other Licenses/Permits	\$500.00	\$125.00	\$775.00	-\$275.00	155.00%	
	STR Fees/Fines	\$127,500.00	\$3,248.50	\$101,474.50	\$26,025.50	79.59%	
	State Grants and Aids	\$92,350.00	\$0.00	\$22,371.00	\$69,979.00	24.22%	
	Homestead Credit	\$400.00	\$0.00	\$200.53	\$199.47	50.13%	
	Police Training Reimbursement	\$6,000.00	\$0.00	\$5,966.58	\$33.42	99.44%	
R 101-33417	Police State Aid	\$55,000.00	\$0.00	\$81,472.21	-\$26,472.21	148.13%	
R 101-33419	Fire Training Reimbursement	\$13,000.00	\$5,609.70	\$40,402.24	-\$27,402.24	310.79%	
R 101-33423	Insurance Claim Reimbursement	\$0.00	\$0.00	\$589,696.01	-\$589,696.01	0.00%	
R 101-34000	Charges for Services	\$275.00	\$0.00	\$46.75	\$228.25	17.00%	
R 101-34010	Maps/Zoning/Ordinance/Pubs	\$50.00	\$0.00	\$0.00	\$50.00	0.00%	
R 101-34103	Zoning Permits	\$65,000.00	\$2,675.00	\$75,115.00	-\$10,115.00	115.56%	
R 101-34104	Plat Check Fee/Subdivision Fee	\$11,000.00	\$750.00	\$14,855.00	-\$3,855.00	135.05%	
R 101-34105	Variances and CUPS/IUPS	\$12,500.00	\$2,250.00	\$8,100.00	\$4,400.00	64.80%	
R 101-34106	Sign Permits	\$500.00	\$0.00	\$400.00	\$100.00	80.00%	
R 101-34107	Assessment Search Fees	\$2,000.00	\$195.00	\$1,650.00	\$350.00	82.50%	
R 101-34108	Zoning Misc/Penalties	\$1,500.00	\$5,075.00	\$21,809.60	-\$20,309.60	1453.97%	
	Zoning Reimb Eng/Legal/Survey	\$0.00	\$240.00	\$240.00	-\$240.00	0.00%	
	Septic Permits	\$17,000.00	\$1,955.00	\$27,510.00	-\$10,510.00	161.82%	
	Fire Department Donations	\$5,200.00	\$67,288.37	\$148,485.27	-\$143,285.27	2855.49%	
	Fire Contract Services	\$55,000.00	\$0.00	\$71,612.90	-\$16,612.90	130.21%	
	Police Contracts	\$68,000.00	\$0.00	\$81,969.15	-\$13,969.15	120.54%	
	Police Donations	\$0.00	\$19,807.19	\$46,807.19	-\$46,807.19	0.00%	
	Police Receipts	\$3,000.00	\$100.00	\$2,710.05	\$289.95	90.34%	
R 101-34300		\$1,500.00	\$0.00	\$4,200.00	-\$2,700.00	280.00%	
	Park & Rec Donation	\$1,000.00	\$50,000.00	\$70,225.00	-\$69,225.00	7022.50%	
	Taxable Merchandise/Rentals	\$0.00	\$0.00	\$113.00	-\$113.00	0.00%	
	Park Concessions	\$0.00 \$0.00			·		
			\$0.00	\$30.00	-\$30.00	0.00%	
	Concessions - All Depts	\$500.00	\$0.00	\$9.00	\$491.00	1.80%	
	CCC/Park User Fee	\$3,000.00	\$0.00	\$3,771.00	-\$771.00	125.70%	
	Shelter/Beer/Wine Fees	\$300.00	\$0.00	\$120.00	\$180.00	40.00%	
R 101-34760	•	\$600.00	\$25.00	\$1,187.00	-\$587.00	197.83%	
	Library Donations	\$300.00	\$0.00	\$3,263.01	-\$2,963.01	1087.67%	
R 101-34762		\$275.00	\$10.00	\$628.11	-\$353.11	228.40%	
R 101-34763	•	\$4,000.00	\$5.00	\$7,105.20	-\$3,105.20	177.63%	
	Library Miscellaneous	\$0.00	\$0.00	\$15.00	-\$15.00	0.00%	
	PAL Foundation - Library	\$200.00	\$0.00	\$1,987.70	-\$1,787.70	993.85%	
	PAL Foundation - Park	\$73,000.00	\$13,487.00	\$90,848.26	-\$17,848.26	124.45%	
	Silver Sneakers	\$16,600.00	\$2,184.00	\$20,441.00	-\$3,841.00	123.14%	
	Park Dedication Fees	\$40,000.00	\$0.00	\$22,500.00	\$17,500.00	56.25%	
	Park & Rec Activity Fees	\$3,000.00	\$0.00	\$1,408.00	\$1,592.00	46.93%	
	Park&Rec Taxable Activity Fees	\$29,500.00	\$2,742.50	\$20,253.24	\$9,246.76	68.66%	
	Softball/Baseball Fees	\$0.00	\$0.00	\$1,115.00	-\$1,115.00	0.00%	
R 101-34803	Recreation-Misc. Receipts	\$1,000.00	\$6.00	\$10,658.08	-\$9,658.08	1065.81%	
	Weight Room Fees	\$0.00	\$0.00	\$21,531.67	-\$21,531.67	0.00%	
R 101-34807		\$0.00	\$0.00	\$509.00	-\$509.00	0.00%	
R 101-34810	Pickle Ball Fees	\$15,000.00	\$489.00	\$26,060.04	-\$11,060.04	173.73%	
R 101-34940	Cemetery Lots	\$6,000.00	\$800.00	\$5,700.00	\$300.00	95.00%	
R 101-34941	Cemetery Openings	\$4,000.00	\$0.00	\$3,650.00	\$350.00	91.25%	

Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
R 101-34942 Cemetery Other	\$450.00	\$0.00	\$850.00	-\$400.00	188.89%	
R 101-34950 Public Works Revenue	\$3,000.00	\$475.00	\$4,270.68	-\$1,270.68	142.36%	
R 101-34952 County Joint Facility Payments	\$35,000.00	\$0.00	\$31,014.01	\$3,985.99	88.61%	
R 101-34953 Recycling Revenues	\$500.00	\$0.00	\$1,920.29	-\$1,420.29	384.06%	
R 101-35100 Court Fines - Police	\$10,000.00	\$1,406.18	\$18,984.17	-\$8,984.17	189.84%	
R 101-35103 Library Fines	\$300.00	\$6.00	\$151.00	\$149.00	50.33%	
R 101-35105 Restitution Receipts	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
R 101-36200 Miscellaneous Revenues	\$6,000.00	\$26,807.20	\$39,915.45	-\$33,915.45	665.26%	
R 101-36201 Misc Reimbursements	\$0.00	\$0.00	\$3,201.96	-\$3,201.96	0.00%	
R 101-36202 LIBRARY GRANTS	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%	
R 101-36210 Interest Earnings	\$180,000.00	\$12,859.74	\$163,698.21	\$16,301.79	90.94%	
R 101-36256 Sp Assess P - Other	\$9,563.00	\$0.00	\$1,969.89	\$7,593.11	20.60%	
R 101-36257 Sp Assess I - Other	\$5,469.00	\$0.00	\$748.53	\$4,720.47	13.69%	
R 101-39300 Proceeds-Gen Long-term Debt	\$1,982,963.00	\$0.00	\$0.00	\$1,982,963.00	0.00%	
101 GENERAL FUND	\$6,941,680.00	\$220,621.38	\$4,329,286.91	\$2,612,393.09		
301 DEBT SERVICE FUND						
R 301-31308 2006 Series B Levy	\$0.00	\$0.00	\$3.23	-\$3.23	0.00%	
R 301-31311 2015 GO Equip Certs 2015B	\$0.00	\$0.00	\$16.78	-\$16.78	0.00%	
R 301-31313 2018 ROADS-EST BOND LEVY	\$101,175.00	\$0.00	\$60,820.79	\$40,354.21	60.11%	
R 301-31317 2019A City Hall/Police	\$309,415.00	\$0.00	\$186,201.38	\$123,213.62	60.18%	
R 301-31318 2021 GO Equip Cert Series 2021	\$141,750.00	\$0.00	\$85,309.08	\$56,440.92	60.18%	
R 301-31319 2022A Fire Truck	\$126,083.00	\$0.00	\$75,888.70	\$50,194.30	60.19%	
R 301-31320 2022A Road Projects	\$40,993.00	\$0.00	\$24,689.85	\$16,303.15	60.23%	
R 301-31322 2025 Road Project Bonds	\$128,500.00	\$19,800.00	\$230,158.65	-\$101,658.65	179.11%	
R 301-31900 Penalties and Interest DelTax	\$0.00	\$0.00	\$64.74	-\$64.74	0.00%	
R 301-36100 Sp Ass Prin 2025 Roads	\$0.00	\$0.00	\$3,869.05	-\$3,869.05	0.00%	
R 301-36101 Sp Ass Int 2025 Roads	\$0.00	\$35.94	\$2,174.05	-\$2,174.05	0.00%	
R 301-36121 Sp Assess Prin 2022 Roads	\$11,343.00	\$0.00	\$6,385.05	\$4,957.95	56.29%	
R 301-36122 Sp Assess Int 2022 Roads	\$10,056.00	\$0.00	\$5,754.31	\$4,301.69	57.22%	
R 301-36123 Sp Assess Prin Daggett Bay Rd	\$1,471.00	\$0.00	\$805.24	\$665.76	54.74%	
R 301-36124 Sp Assess Int Daggett Bay Rd	\$319.00	\$0.00	\$153.30	\$165.70	48.06%	
301 DEBT SERVICE FUND	\$871,105.00	\$19,835.94	\$682,294.20	\$188,810.80		
405 TAX INCREMENT FINANCE PROJECTS						
R 405-31056 Tax Increment 1-9 C&J Develop	\$12,362.00	\$0.00	\$20,557.91	-\$8,195.91	166.30%	
405 TAX INCREMENT FINANCE PROJECTS	\$12,362.00	\$0.00	\$20,557.91	-\$8,195.91		
502 ECONOMIC DEVELOPMENT FUND		·				
R 502-31000 General Property Taxes	\$18,100.00	\$0.00	\$10,963.55	\$7,136.45	60.57%	
502 ECONOMIC DEVELOPMENT FUND	\$18,100.00	\$0.00	\$10,963.55	\$7,136.45	00107 70	
601 SEWER OPERATING FUND	4 20/20000	40.00	410/300.00	4,7200,10		
R 601-31000 General Property Taxes	\$161,761.00	\$0.00	\$97,920.34	\$63,840.66	60.53%	
R 601-34410 Unallocated Reserves	\$0.00	\$3,042.67	-\$870.97	\$870.97	0.00%	
R 601-36104 Penalty & Interest	\$1,500.00	\$238.59	\$5,545.65	-\$4,045.65	369.71%	
R 601-36200 Miscellaneous Revenues	\$1,500.00	\$0.00	\$3,355.46	-\$1,855.46	223.70%	
R 601-37200 User Fee	\$430,000.00	\$44,219.32	\$434,652.54	-\$4,652.54	101.08%	
R 601-37250 Sewer Connection Payments	\$45,000.00	\$9,200.00	\$40,460.00	\$4,540.00	89.91%	
601 SEWER OPERATING FUND	\$639,761.00	\$56,700.58	\$581,063.02	\$58,697.98	03.3170	
651 SEWER RESTRICTED SINKING FUND						
R 651-31306 2003 Disposal System Levy	\$0.00	\$0.00	\$229.80	-\$229.80	0.00%	
R 651-31312 2017 GO Sewer Rev Imp Bonds	\$118,865.00	\$0.00	\$71,502.26	\$47,362.74	60.15%	
R 651-31321 2022A Sewer Bonds	\$136,102.00	\$0.00	\$81,958.88	\$54,143.12	60.22%	
R 651-36104 Penalty & Interest	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%	
R 651-36210 Interest Earnings	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
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Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
651 SEWER RESTRICTED SINKING FUND	\$256,967.00	\$0.00	\$153,690.94	\$103,276.06		
	\$8,739,975.00	\$297,157.90	\$5,777,856.53	\$2,962,118.47		

City of Crosslake

Expenditures-All Depts.

NOVEMBER

		NOVEIN	BEK			
Account Descr		2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	
101 GENERAL FUND		budget	PHD AIRC	TTD AIRC	Dalance	Dauget
41110 Council						
	Mayor and City Council	\$42,300.00	\$2,970.00	¢21 670 00	¢10 620 00	74.87%
E 101-41110-099		\$3,236.00	\$2,970.00	\$31,670.00 \$2,423.03	\$10,630.00 \$812.97	
E 101-41110-124		\$3,236.00 \$620.00	\$0.00	\$2,423.03 \$0.00		
	Workers Comp Insurance	\$89.00	\$0.00	\$0.00 \$73.00	\$620.00	82.02%
E 101-41110-131		\$500.00			\$16.00	
E 101-41110-208			\$0.00	\$201.85	\$298.15	40.37%
	Communications-Cellular	\$2,000.00	\$0.00	\$1,724.48	\$275.52	86.22% 38.13%
E 101-41110-321		\$1,376.00	\$49.97	\$524.65	\$851.35	
E 101-41110-351		\$1,500.00	\$0.00	\$1,210.74	\$289.26	80.72%
E 101-41110-300		\$150.00 ¢500.00	\$0.00	\$0.00	\$150.00	0.00%
		\$500.00 \$1.174.00	\$0.00	\$34.60	\$465.40	6.92%
41110 Council	Dues/Contracts/Subscription	\$1,174.00	\$73.50	\$823.50	\$350.50	
41110 Council		\$53,445.00	\$3,320.70	\$38,685.85	\$14,759.15	
41400 Administration						
	Wages - Dept Heads	\$129,168.00	\$9,936.00	\$113,382.45	\$15,785.55	87.78%
E 101-41400-109	City Clerk/Admin Asst	\$96,200.00	\$7,468.66	\$88,090.36	\$8,109.64	91.57%
E 101-41400-116	Treasurer/Deputy Clerk	\$82,264.00	\$6,174.00	\$70,986.00	\$11,278.00	86.29%
E 101-41400-121		\$23,072.00	\$1,768.40	\$20,268.22	\$2,803.78	87.85%
E 101-41400-122	FICA	\$23,534.00	\$1,546.43	\$17,623.50	\$5,910.50	74.89%
E 101-41400-124	PFML	\$5,230.00	\$0.00	\$0.00	\$5,230.00	0.00%
E 101-41400-131	Employer Paid Health	\$31,113.00	\$2,672.44	\$29,476.54	\$1,636.46	94.74%
E 101-41400-132	Employer Paid Disability	\$567.00	\$40.94	\$450.34	\$116.66	79.43%
E 101-41400-133	Employer Paid Dental	\$1,527.00	\$159.56	\$1,766.36	-\$239.36	115.68%
E 101-41400-134	Employer Paid Life	\$336.00	\$27.96	\$307.56	\$28.44	91.54%
E 101-41400-151	Workers Comp Insurance	\$1,276.00	\$0.00	\$1,357.00	-\$81.00	106.35%
E 101-41400-152	Health Savings Account Con	\$9,600.00	\$0.00	\$11,550.00	-\$1,950.00	120.31%
E 101-41400-200	Office Supplies	\$3,200.00	\$842.98	\$3,552.94	-\$352.94	111.03%
E 101-41400-208	Instruction Fees	\$5,000.00	\$0.00	\$620.00	\$4,380.00	12.40%
E 101-41400-210	Operating Supplies	\$1,000.00	\$45.00	\$369.98	\$630.02	37.00%
E 101-41400-220	Repair/Maint Supply - Equip	\$3,864.00	\$493.33	\$7,209.13	-\$3,345.13	186.57%
E 101-41400-320	Communications	\$3,000.00	\$266.35	\$2,597.52	\$402.48	86.58%
E 101-41400-322	Postage	\$750.00	\$0.00	\$603.32	\$146.68	80.44%
E 101-41400-331	Travel Expenses	\$1,000.00	\$870.00	\$2,991.71	-\$1,991.71	299.17%
E 101-41400-340	Advertising	\$0.00	\$0.00	\$511.30	-\$511.30	0.00%
E 101-41400-351	Legal Notices Publishing	\$750.00	\$0.00	\$731.09	\$18.91	97.48%
E 101-41400-413	Office Equipment Rental/Re	\$750.00	\$0.00	\$0.00	\$750.00	0.00%
E 101-41400-430	Miscellaneous	\$500.00	\$0.00	\$26.56	\$473.44	5.31%
E 101-41400-433	Dues/Contracts/Subscription	\$2,430.00	\$311.60	\$5,006.04	-\$2,576.04	206.01%
E 101-41400-443	Sales Tax	\$100.00	\$0.00	\$1.00	\$99.00	1.00%
E 101-41400-500	Capital Outlay -	\$5,692.00	\$0.00	\$5,676.73	\$15.27	99.73%
E 101-41400-600	Principal	\$743.00	\$199.38	\$1,412.05	-\$669.05	190.05%
E 101-41400-610	15	\$3.00	\$38.62	\$178.31	-\$175.31	5943.67%
41400 Administration	_	\$432,669.00	\$32,861.65	\$386,746.01	\$45,922.99	
41410 Elections						
	Fire Calle or Corriges	*0.00	40.00	#1 622 ZE	£1 C22 75	0.000
	Fire Calls or Services	\$0.00	\$0.00	\$1,623.75	-\$1,623.75	0.00%
E 101-41410-430	iviscellaneous	\$0.00	\$0.00	\$395.60	-\$395.60	0.00%
41410 Elections		\$0.00	\$0.00	\$2,019.35	-\$2,019.35	
41600 Audit/Legal Service	S					
	s Auditing and Acct g Services	\$42,000.00	\$0.00	\$45,111.81	-\$3,111.81	107.41%

Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance		
E 101-41600-307 Legal Fees (Labor)	\$25,000.00	\$525.00	\$25,545.31	-\$545.31		
41600 Audit/Legal Services	\$74,000.00	\$2,646.74	\$87,907.22	-\$13,907.22	-	
	. P. S.		,,	1/		
41910 Planning and Zoning		15.446.00				
E 101-41910-100 Wages - Dept Heads	\$88,691.00	\$5,116.80	\$60,601.88	\$28,089.12		
E 101-41910-102 Admin Asst	\$0.00	\$0.00	\$1,340.25	-\$1,340.25		
E 101-41910-105 Part-time or Intern Wages	\$10,400.00	\$0.00	\$0.00	\$10,400.00	0.00%	
E 101-41910-115 Admin Asst or Program Fac	\$79,098.00	\$9,358.80	\$77,167.45	\$1,930.55	97.56%	
E 101-41910-121 PERA	\$12,584.00	\$1,436.19	\$17,863.76	-\$5,279.76	141.96%	
E 101-41910-122 FICA E 101-41910-124 PFML	\$13,631.00	\$1,314.71	\$10,670.74	\$2,960.26	78.28%	
	\$3,029.00	\$0.00	\$0.00	\$3,029.00	0.00%	
E 101-41910-131 Employer Paid Health	\$44,950.00	\$3,782.44	\$26,355.84	\$18,594.16	58.63%	
E 101-41910-132 Employer Paid Disability	\$297.00	\$60.86	\$271.55	\$25.45	91.43%	
E 101-41910-133 Employer Paid Dental	\$2,171.00	\$216.78	\$1,988.46	\$182.54	91.59%	
E 101-41910-134 Employer Paid Life E 101-41910-151 Workers Comp Insurance	\$224.00	\$24.70	\$197.14	\$26.86	88.01%	
	\$878.00	\$0.00	\$988.00	-\$110.00	112.53%	
E 101-41910-152 Health Savings Account Con	\$12,800.00	\$0.00	\$19,916.00	-\$7,116.00	155.59%	
E 101-41910-200 Office Supplies	\$2,200.00	\$183.11	\$2,337.31	-\$137.31	106.24%	
E 101-41910-208 Instruction Fees	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%	
E 101-41910-210 Operating Supplies	\$750.00	\$0.00	\$154.94	\$595.06	20.66%	
E 101-41910-212 Motor Fuels	\$500.00	\$38.05	\$218.61	\$281.39	43.72%	
E 101-41910-220 Repair/Maint Supply - Equip	\$5,000.00	\$478.33	\$5,368.77	-\$368.77	107.38%	
E 101-41910-258 Uniform - Department Head	\$600.00	\$0.00	\$63.89	\$536.11	10.65%	
E 101-41910-259 Uniform - Staff	\$500.00	\$0.00	\$498.97	\$1.03	99.79%	
E 101-41910-303 Engineering Fees	\$1,500.00	\$120.00	\$9,010.00	-\$7,510.00	600.67%	
E 101-41910-304 Legal Fees (Civil)	\$6,000.00	\$987.00	\$11,140.24	-\$5,140.24	185.67%	
E 101-41910-320 Communications	\$2,600.00	\$213.39	\$2,092.15	\$507.85	80.47%	
E 101-41910-321 Communications-Cellular	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-41910-322 Postage	\$650.00	\$0.00	\$603.33	\$46.67	92.82%	
E 101-41910-331 Travel Expenses	\$1,000.00	\$0.00	\$313.10	\$686.90	31.31%	
E 101-41910-332 Travel Expense- P&Z Comm	\$4,000.00	\$0.00	\$3,800.00	\$200.00	95.00%	
E 101-41910-340 Advertising	\$150.00	\$0.00	\$2,303.64	-\$2,153.64	1535.76%	
E 101-41910-351 Legal Notices Publishing	\$1,600.00	\$43.52	\$641.85	\$958.15	40.12%	
E 101-41910-352 Filing Fees	\$900.00	\$46.00	\$1,141.73	-\$241.73	126.86%	
E 101-41910-360 Insurance	\$5,391.00	\$0.00	\$4,870.00	\$521.00	90.34%	
E 101-41910-387 Septic Inspections/Design	\$8,000.00	\$940.00	\$9,660.00	-\$1,660.00	120.75%	
E 101-41910-413 Office Equipment Rental/Re	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-41910-430 Miscellaneous	\$500.00	\$0.00	\$89.28	\$410.72	17.86%	
E 101-41910-433 Dues/Contracts/Subscription	\$2,560.00	\$221.75	\$3,639.23	-\$1,079.23	142.16%	
E 101-41910-443 Sales Tax	\$20.00	\$0.00	\$2.00	\$18.00	10.00%	
E 101-41910-452 Refund	\$500.00	\$1,492.50	\$3,292.50	-\$2,792.50	658.50%	
E 101-41910-470 Consultant Fees	\$4,000.00	\$200.00	\$9,775.00	-\$5,775.00	244.38%	
E 101-41910-500 Capital Outlay -	\$4,879.00	\$0.00	\$3,978.31	\$900.69	81.54%	
E 101-41910-600 Principal	\$743.00	\$199.38	\$1,412.05	-\$669.05	190.05%	
E 101-41910-610 Interest	\$3.00	\$38.62	\$178.31	-\$175.31	5943.67%	
41910 Planning and Zoning	\$326,299.00	\$26,512.93	\$293,946.28	\$32,352.72		
41940 General Government						
E 101-41940-199 Employee Recognition	\$4,000.00	\$25.00	\$976.67	\$3,023.33	24.42%	
E 101-41940-210 Operating Supplies	\$2,500.00	\$77.00	\$2,778.53	-\$278.53	111.14%	
E 101-41940-220 Repair/Maint Supply - Equip	\$500.00	\$0.00	\$44.39	\$455.61	8.88%	
E 101-41940-223 Bldg Repair Suppl/Maintena	\$10,500.00	\$35.70	\$621,140.92		5915.63%	
E 101-41940-316 Security Monitoring	\$1,650.00	\$0.00	\$1,607.64	\$42.36	97.43%	
E 101-41940-320 Communications	\$1,000.00	\$87.80	\$874.38	\$125.62	87.44%	
E 101-41940-335 Background Checks	\$0.00	\$0.00	\$99.75	-\$99.75	0.00%	
E 101-41940-336 Short Term Rental	\$40,750.00	\$954.86	\$41,194.85	-\$444.85	101.09%	

							Page 3
Account Descr		2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD	%YTD	
	51 Legal Notices Publishing			OCCUPATION AND DESIGNATION OF THE PERSON NAMED IN	Balance	Budget	
	54 Ordinance Codification	\$600.00	\$85.51	\$388.54	\$211.46	64.76%	
E 101-41940-36		\$5,000.00	\$0.00	\$485.50	\$4,514.50	9.71%	
	1 Electric Utilities	\$26,275.00 \$11,000.00	\$0.00 ¢045.00	\$23,992.83	\$2,282.17	91.31%	
E 101-41940-38		100	\$945.00	\$10,908.00	\$92.00	99.16%	
		\$4,500.00	\$35.86	\$1,656.43	\$2,843.57	36.81%	
	4 Refuse/Garbage Disposal	\$850.00	\$73.84	\$734.23	\$115.77	86.38%	
E 101-41940-38		\$780.00	\$65.00	\$650.00	\$130.00	83.33%	
	9 Generator Expense	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%	
	5 Cleaning Services 0 Miscellaneous	\$13,000.00	\$600.00	\$6,700.00	\$6,300.00	51.54%	
		\$2,000.00	\$282.40	\$1,912.49	\$87.51	95.62%	
	3 Dues/Contracts/Subscription	\$9,400.00	\$812.36	\$8,964.25	\$435.75	95.36%	
	8 Initiative Foundation	\$1,650.00	\$0.00	\$1,650.00	\$0.00	100.00%	
E 101-41940-44	2 Safety Prog/Equipment	\$15,453.00	\$0.00	\$15,496.27	-\$43.27	100.28%	
		\$10.00	\$0.00	\$0.00	\$10.00	0.00%	
	6 Animal Control	\$0.00	\$0.00	\$31.16	-\$31.16	0.00%	
	9 Cobra Payments	\$0.00	\$1,614.50	\$2,089.86	-\$2,089.86	0.00%	
E 101-41940-45		\$0.00	\$0.00	\$1,125.00	-\$1,125.00	0.00%	
E 101-41940-45		\$15,000.00	\$0.00	\$15,000.00	\$0.00	100.00%	
	O Donations to Civic Org s	\$5,650.00	\$0.00	\$0.00	\$5,650.00	0.00%	
	O Capital Outlay -	\$90,000.00	\$3,875.00	\$3,875.00	\$86,125.00	4.31%	
	3 Capital Outlay - Other	\$100,000.00	\$4,673.55	\$18,960.30	\$81,039.70	18.96%	
41940 General Governm		\$363,568.00	\$14,243.38	\$783,336.99	-\$419,768.99		
42110 Police Administra							
	Wages - Dept Heads	\$100,547.00	\$7,811.74	\$90,629.22	\$9,917.78	90.14%	
E 101-42110-10	5 Part-time or Intern Wages	\$26,000.00	\$0.00	\$780.00	\$25,220.00	3.00%	
	5 Admin Asst or Program Fac	\$58,219.00	\$4,545.64	\$51,841.37	\$6,377.63	89.05%	
	7 Police Officers - Full-time	\$399,328.00	\$31,473.10	\$326,424.35	\$72,903.65	81.74%	
	9 Sergeant Wages	\$90,875.00	\$6,990.40	\$80,389.60	\$10,485.40	88.46%	
E 101-42110-12		\$101,165.00	\$8,531.63	\$91,933.06	\$9,231.94	90.87%	
E 101-42110-122		\$12,353.00	\$802.02	\$8,868.44	\$3,484.56	71.79%	
E 101-42110-12		\$10,287.00	\$0.00	\$0.00	\$10,287.00	0.00%	
	l Employer Paid Health	\$129,650.00	\$10,963.58	\$119,857.91	\$9,792.09	92.45%	
	2 Employer Paid Disability	\$1,002.00	\$87.83	\$914.28	\$87.72	91.25%	
	B Employer Paid Dental	\$5,512.00	-\$245.48	\$5,320.94	\$191.06	96.53%	
	Employer Paid Life	\$783.00	\$74.56	\$856.44	-\$73.44	109.38%	
E 101-42110-140	Unemployment	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	
	Workers Comp Insurance	\$31,312.00	\$0.00	\$30,803.00	\$509.00	98.37%	
	Health Savings Account Con	\$38,400.00	\$0.00	\$37,950.00	\$450.00	98.83%	
E 101-42110-200		\$400.00	\$7.16	\$545.39	-\$145.39	136.35%	
	Instruction Fees	\$10,001.00	\$75.00	\$7,108.50	\$2,892.50	71.08%	
E 101-42110-209		\$800.00	\$0.00	\$50.00	\$750.00	6.25%	
E 101-42110-210	Operating Supplies	\$4,000.00	\$392.19	\$3,720.22	\$279.78	93.01%	
E 101-42110-212		\$20,000.00	\$1,603.04	\$18,559.77	\$1,440.23	92.80%	
	Auto Expense- Squad Vehicl	\$10,200.00	\$1,328.00	\$13,893.97	-\$3,693.97	136.22%	
	Repair/Maint Supply - Equip	\$8,500.00	\$250.00	\$4,761.06	\$3,738.94	56.01%	
E 101-42110-223	Bldg Repair Suppl/Maintena	\$500.00	\$0.00	\$678.70	-\$178.70	135.74%	
	Uniform - Department Head	\$900.00	\$0.00	\$1,353.10	-\$453.10	150.34%	
E 101-42110-259	Uniform - Staff	\$5,400.00	\$556.37	\$5,871.61	-\$471.61	108.73%	
E 101-42110-270	Ammunition	\$2,500.00	\$0.00	\$2,437.28	\$62.72	97.49%	
E 101-42110-281	Tactical Team	\$10,000.00	\$59.99	\$9,587.99	\$412.01	95.88%	
E 101-42110-282	Restitution Expenditures	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-42110-283	Forfeiture Expenditures	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-42110-304	Legal Fees (Civil)	\$0.00	\$0.00	\$567.00	-\$567.00	0.00%	
E 101-42110-319	Donation Expenditures	\$0.00	\$0.00	\$22,011.50	-\$22,011.50	0.00%	
E 101-42110-320	Communications	\$5,940.00	\$482.55	\$4,866.16	\$1,073.84	81.92%	

Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
E 101-42110-321 Communications-Cellular	\$6,500.00	\$655.63	\$6,130.39	\$369.61	94.31%	
E 101-42110-322 Postage	\$300.00	\$28.50	\$308.03	-\$8.03	102.68%	
E 101-42110-331 Travel Expenses	\$2,500.00	\$0.00	\$3,388.60	-\$888.60	135.54%	
E 101-42110-360 Insurance	\$34,737.00	\$0.00	\$33,420.91	\$1,316.09	96.21%	
E 101-42110-405 Cleaning Services	\$4,800.00	\$300.00	\$3,300.00	\$1,500.00	68.75%	
E 101-42110-413 Office Equipment Rental/Re	\$100.00	\$0.00	\$0.00	\$100.00	0.00%	
E 101-42110-430 Miscellaneous	\$200.00	\$0.00	\$158.88	\$41.12	79.44%	
E 101-42110-433 Dues/Contracts/Subscription	\$49,250.00	\$1,888.05	\$34,720.21	\$14,529.79	70.50%	
E 101-42110-443 Sales Tax	\$200.00	\$0.00	\$1.00	\$199.00	0.50%	
E 101-42110-460 Fines/Fees Reimburse	\$8,000.00	\$0.00	\$7,966.74	\$33.26	99.58%	
E 101-42110-500 Capital Outlay -	\$45,379.00	\$0.00	\$43,648.68	\$1,730.32	96.19%	
E 101-42110-550 Capital Outlay -	\$69,238.00	\$0.00	\$31,850.27	\$37,387.73	46.00%	
E 101-42110-600 Principal	\$259.00	\$43.78	\$416.83	-\$157.83	160.94%	
E 101-42110-610 Interest	\$2.00	\$8.48	\$35.67	-\$33.67	1783.50%	
42110 Police Administration	\$1,308,039.00	\$78,713.76	\$1,107,927.07	\$200,111.93		
42280 Fire Administration						
E 101-42280-100 Wages - Dept Heads	\$94,994.00	\$7,307.20	\$84,032.80	\$10,961.20	88.46%	
E 101-42280-106 Fire Training	\$2,100.00	\$0.00	\$0.00	\$2,100.00	0.00%	
E 101-42280-107 Fire Calls or Services	\$140,000.00	\$13,851.00	\$174,550.50	-\$34,550.50	124.68%	
E 101-42280-121 PERA	\$16,814.00	\$1,293.38	\$14,873.85	\$1,940.15	88.46%	
E 101-42280-122 FICA	\$12,248.00	\$1,141.49	\$14,310.85	-\$2,062.85	116.84%	
E 101-42280-124 PFML	\$4,031.00	\$0.00	\$0.00	\$4,031.00	0.00%	
E 101-42280-131 Employer Paid Health	\$22,475.00	\$1,872.90	\$20,601.90	\$1,873.10	91.67%	
E 101-42280-132 Employer Paid Disability	\$174.00	\$13.57	\$149.27	\$24.73	85.79%	
E 101-42280-133 Employer Paid Dental	\$1,424.00	\$120.50	\$1,310.60	\$113.40	92.04%	
E 101-42280-134 Employer Paid Life	\$112.00	\$9.32	\$102.52	\$9.48	91.54%	
E 101-42280-151 Workers Comp Insurance	\$4,287.00	\$0.00	\$9,115.00	-\$4,828.00	212.62%	
E 101-42280-152 Health Savings Account Con	\$6,400.00	\$0.00	\$6,600.00	-\$200.00	103.13%	
E 101-42280-200 Office Supplies	\$350.00	\$0.00	\$140.68	\$209.32	40.19%	
E 101-42280-208 Instruction Fees	\$20,000.00	\$1,625.00	\$28,456.26	-\$8,456.26	142.28%	
E 101-42280-209 Physicals	\$4,000.00	\$0.00	\$3,810.00	\$190.00	95.25%	
E 101-42280-210 Operating Supplies	\$3,000.00	\$0.00	\$3,049.01	-\$49.01	101.63%	
E 101-42280-212 Motor Fuels	\$1,500.00	\$49.24	\$1,043.98	\$456.02	69.60%	
E 101-42280-213 Diesel Fuel	\$1,750.00	\$214.07	\$2,040.15	-\$290.15	116.58%	
E 101-42280-220 Repair/Maint Supply - Equip	\$6,500.00	\$698.51	\$6,200.02	\$299.98	95.38%	
E 101-42280-221 Repair/Maint Vehicles	\$15,000.00	\$49.00	\$17,158.47	-\$2,158.47	114.39%	
E 101-42280-223 Bldg Repair Suppl/Maintena	\$8,000.00	-\$2,055.89	\$11,141.86	-\$3,141.86	139.27%	
E 101-42280-233 FIRE PREVENTION	\$3,000.00	\$0.00	\$2,550.08	\$449.92	85.00%	
E 101-42280-240 Small Tools and Minor Equip	\$4,000.00	\$67.03	\$3,078.80	\$921.20	76.97%	
E 101-42280-258 Uniform - Department Head	\$3,500.00	\$0.00	\$2,155.27	\$1,344.73	61.58%	
E 101-42280-316 Security Monitoring E 101-42280-319 Donation Expenditures	\$5,000.00	\$0.00	\$1,463.76	\$3,536.24	29.28%	
E 101-42280-319 Donation Experiatures E 101-42280-320 Communications	\$0.00	\$5,546.34	\$70,203.54	-\$70,203.54	0.00%	
E 101-42280-321 Communications-Cellular	\$3,000.00	\$319.13	\$3,142.96	-\$142.96	104.77%	
E 101-42280-322 Postage	\$4,500.00 \$25.00	\$432.27	\$4,322.34	\$177.66	96.05%	
E 101-42280-322 Fostage E 101-42280-331 Travel Expenses	\$5,000.00	\$0.00 \$1,570.76	\$15.10	\$9.90 \$440.86	60.40%	
E 101-42280-360 Insurance	\$22,134.00	\$0.00	\$4,559.14		91.18%	
E 101-42280-381 Electric Utilities	\$8,000.00	\$309.00	\$20,339.28 \$7,282.00	\$1,794.72 \$718.00	91.89%	
E 101-42280-381 Electric offitties E 101-42280-383 Gas Utilities	\$7,000.00	\$309.00 \$34.24	(E) E	(A	91.03%	
E 101-42280-384 Refuse/Garbage Disposal	\$1,500.00	\$34.24 \$112.52	\$3,705.42 \$1,446.46	\$3,294.58 \$53.54	52.93% 96.43%	
E 101-42280-385 Sewer Utility	\$780.00	\$65.00	\$650.00	\$53.54 \$130.00	96.43% 83.33%	
E 101-42280-405 Cleaning Services	\$2,400.00	\$05.00 \$235.00	\$2,585.00	\$130.00 -\$185.00	83.33% 107.71%	
E 101-42280-430 Miscellaneous	\$1,000.00	\$233.00	\$2,363.00 \$390.95	-\$185.00 \$609.05	39.10%	
E 101-42280-433 Dues/Contracts/Subscription	\$4,000.00	\$0.00 \$1,222.82	\$3,932.02	\$609.05 \$67.98	98.30%	
E 101-42280-443 Sales Tax	\$100.00	\$0.00	\$0.00	\$100.00	0.00%	
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Account Descr		2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	3
F 101-42280-491	FDRA City Contribution	\$23,000.00	\$324.00	\$4,215.00	\$18,785.00	18.33%	
E 101-42280-500		\$129,639.00	\$400.00	\$125,218.66	\$4,420.34	96.59%	
42280 Fire Administratio	_	\$592,737.00	\$36,827.40	\$659,943.50	-\$67,206.50	3013370	
		ψ332,737.00	430,027.10	φοσσησ 15.50	ψ07,200.50		
42500 Ambulance Service		Marie and a second					
	Bldg Repair Suppl/Maintena	\$433.00	\$0.00	\$268.00	\$165.00	61.89%	
42500 Ambulance Servic	es	\$433.00	\$0.00	\$268.00	\$165.00		
43000 Public Works (GEI	NERAL)						
Appropriate the second transfer of the second secon	Wages - Dept Heads	\$44,106.00	\$3,407.80	\$39,182.21	\$4,923.79	88.84%	
	Tech 3/PW Heavy Equip Op	\$191,092.00	\$8,993.25	\$146,113.35	\$44,978.65	76.46%	
E 101-43000-121		\$17,640.00	\$933.07	\$13,792.59	\$3,847.41	78.19%	
E 101-43000-122	FICA	\$17,993.00	\$808.25	\$12,484.25	\$5,508.75	69.38%	
E 101-43000-124	PFML	\$3,998.00	\$0.00	\$0.00	\$3,998.00	0.00%	
E 101-43000-131	Employer Paid Health	\$47,533.00	\$3,217.22	\$29,280.61	\$18,252.39	61.60%	
	Employer Paid Disability	\$386.00	\$67.84	\$435.39	-\$49.39	112.80%	
	Employer Paid Dental	\$2,187.00	\$160.33	\$2,201.55	-\$14.55	100.67%	
	Employer Paid Life	\$346.00	\$21.25	\$312.57	\$33.43	90.34%	
	Workers Comp Insurance	\$12,348.00	\$0.00	\$7,739.00	\$4,609.00	62.67%	
	Health Savings Account Con	\$14,720.00	\$1,650.00	\$17,300.00	-\$2,580.00	117.53%	
E 101-43000-200		\$450.00	\$233.77	\$628.33	-\$178.33	139.63%	
E 101-43000-208	Instruction Fees	\$1,500.00	\$0.00	\$0.00	\$1,500.00	0.00%	
E 101-43000-210	Operating Supplies	\$1,200.00	\$261.70	\$832.58	\$367.42	69.38%	
E 101-43000-212	Motor Fuels	\$10,000.00	\$430.59	\$7,591.99	\$2,408.01	75.92%	
E 101-43000-213	Diesel Fuel	\$18,000.00	\$776.32	\$9,080.85	\$8,919.15	50.45%	
E 101-43000-215	Shop Supplies	\$2,750.00	\$18.88	\$770.64	\$1,979.36	28.02%	
	Repair/Maint Supply - Equip	\$20,000.00	\$177.35	\$15,353.53	\$4,646.47	76.77%	
	Repair/Maint Vehicles	\$20,000.00	\$426.09	\$11,406.49	\$8,593.51	57.03%	
E 101-43000-222		\$3,000.00	\$0.00	\$2,637.48	\$362.52	87.92%	
	Bldg Repair Suppl/Maintena	\$10,000.00	\$2,507.50	\$17,434.48	-\$7,434.48	174.34%	
	Street Maint Materials	\$30,000.00	\$3,187.00	\$15,891.80	\$14,108.20	52.97%	
E 101-43000-226	Bridge Materials	\$1,500.00	\$0.00	\$1,166.36	\$333.64	77.76%	
E 101-43000-231	Chemicals/Landscaping	\$2,200.00	\$100.00	\$2,343.71	-\$143.71	106.53%	
E 101-43000-232	Striping	\$10,000.00	\$0.00	\$4,995.05	\$5,004.95	49.95%	
E 101-43000-235	Signs	\$5,000.00	\$304.57	\$7,384.18	-\$2,384.18	147.68%	
E 101-43000-240	Small Tools and Minor Equip	\$7,500.00	\$82.59	\$706.83	\$6,793.17	9.42%	
E 101-43000-258	Uniform - Department Head	\$785.00	\$0.00	\$349.98	\$435.02	44.58%	
E 101-43000-259	Uniform - Staff	\$2,355.00	\$97.52	\$1,501.73	\$853.27	63.77%	
E 101-43000-303	Engineering Fees	\$15,000.00	\$0.00	\$10,848.50	\$4,151.50	72.32%	
E 101-43000-304	Legal Fees (Civil)	\$2,000.00	\$0.00	\$0.00	\$2,000.00	0.00%	
E 101-43000-316	Security Monitoring	\$1,200.00	\$107.37	\$547.18	\$652.82	45.60%	
E 101-43000-320	Communications	\$3,000.00	\$138.82	\$1,389.33	\$1,610.67	46.31%	
E 101-43000-322	Postage	\$50.00	\$0.00	\$0.00	\$50.00	0.00%	
E 101-43000-331	Travel Expenses	\$500.00	\$0.00	\$658.12	-\$158.12	131.62%	
E 101-43000-340	Advertising	\$500.00	\$0.00	\$553.10	-\$53.10	110.62%	
E 101-43000-351	Legal Notices Publishing	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-43000-360	Insurance	\$10,262.00	\$0.00	\$9,999.14	\$262.86	97.44%	
E 101-43000-381	Electric Utilities	\$12,000.00	\$503.28	\$6,345.44	\$5,654.56	52.88%	
E 101-43000-383	Gas Utilities	\$6,500.00	\$30.99	\$3,204.11	\$3,295.89	49.29%	
E 101-43000-384	Refuse/Garbage Disposal	\$1,500.00	\$124.39	\$1,324.83	\$175.17	88.32%	
E 101-43000-385	Sewer Utility	\$400.00	\$30.55	\$427.70	-\$27.70	106.93%	
E 101-43000-405	Cleaning Services	\$5,640.00	\$470.00	\$5,351.84	\$288.16	94.89%	
	Office Equipment Rental/Re	\$100.00	\$0.00	\$0.00	\$100.00	0.00%	
E 101-43000-430	Miscellaneous	\$1,500.00	\$55.00	\$267.85	\$1,232.15	17.86%	
E 101-43000-433	Dues/Contracts/Subscription	\$3,850.00	\$63.00	\$2,852.84	\$997.16	74.10%	
E 101-43000-442	Safety Prog/Equipment	\$1,000.00	\$127.74	\$190.73	\$809.27	19.07%	

Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	J
E 101-43000-443 Sales Tax	\$100.00	\$0.00	\$65.00	\$35.00	65.00%	
E 101-43000-454 Joint Facility County Expens	\$35,000.00	\$1,414.21	\$27,061.09	\$7,938.91	77.32%	
E 101-43000-500 Capital Outlay -	\$100,000.00	\$0.00	\$89,674.62	\$10,325.38	89.67%	
E 101-43000-550 Capital Outlay -	\$60,340.00	\$0.00	\$60,565.08	-\$225.08	100.37%	
E 101-43000-553 Capital Outlay - Other	\$0.00	\$0.00	\$7,148.50	-\$7,148.50	0.00%	
E 101-43000-581 Capital Outlay -Seal Coat	\$117,000.00	\$0.00	\$39,209.00	\$77,791.00	33.51%	
E 101-43000-582 Capital Outlay - Crackfill	\$40,000.00	\$0.00	\$9,915.18	\$30,084.82	24.79%	
E 101-43000-584 Capital Outl - 2025 Road Co	\$1,982,963.00	\$11,760.00	\$730,545.39	\$1,252,417.61	36.84%	
E 101-43000-585 Capital Outl - 2026 Road Co	\$0.00	\$2,954.36	\$6,021.86	-\$6,021.86	0.00%	
43000 Public Works (GENERAL)	\$2,899,494.00	\$45,642.60	\$1,383,083.96	\$1,516,410.04	0.0070	
43026 Public Works Sidewalks&Trails						
E 101-43026-134 Employer Paid Life	\$1.00	\$0.00	\$0.00	\$1.00	0.00%	
43026 Public Works Sidewalks&Trails	\$1.00	\$0.00	\$0.00	\$1.00	010070	
	Ψ2100	φοισσ	φοισσ	Ψ1.00		
43100 Cemetery						
E 101-43100-105 Part-time or Intern Wages	\$5,574.00	\$0.00	\$4,684.00	\$890.00	84.03%	
E 101-43100-122 FICA	\$0.00	\$0.00	\$358.31	-\$358.31	0.00%	
E 101-43100-210 Operating Supplies	\$940.00	\$0.00	\$457.68	\$482.32	48.69%	
E 101-43100-220 Repair/Maint Supply - Equip	\$250.00	\$0.00	\$106.68	\$143.32	42.67%	
E 101-43100-360 Insurance	\$0.00	\$0.00	\$97.50	-\$97.50	0.00%	
E 101-43100-381 Electric Utilities	\$350.00	\$33.27	\$332.48	\$17.52	94.99%	
E 101-43100-430 Miscellaneous	\$400.00	\$0.00	\$348.48	\$51.52	87.12%	
E 101-43100-500 Capital Outlay -	\$23,357.00	\$4,186.53	\$6,069.78	\$17,287.22	25.99%	
43100 Cemetery	\$30,871.00	\$4,219.80	\$12,454.91	\$18,416.09		
45100 Park and Recreation (GENERAL)						
E 101-45100-100 Wages - Dept Heads	\$88,046.00	\$6,802.80	\$78,217.20	\$9,828.80	88.84%	
E 101-45100-100 Wages Dept Heads	\$0.00	\$0.00	\$190.00	-\$190.00	0.00%	
E 101-45100-104 Feet 2 E 101-45100-105 Part-time or Intern Wages	\$37,710.00	\$2,099.25	\$21,577.25	\$16,132.75	57.22%	
E 101-45100-103 Parks & Rec Summer Wages	\$3,000.00	\$0.00	\$1,748.00	\$1,252.00	58.27%	
E 101-45100-111 Fains & Rec Summer Wages E 101-45100-115 Admin Asst or Program Fac	\$53,742.00	\$3,894.52	\$45,337.30	\$8,404.70	84.36%	
E 101-45100-118 Parks & Rec Equip Op Wage	\$118,227.00	\$8,877.60	\$102,007.53	\$16,219.47	86.28%	
E 101-45100-110 Parks & Rec Equip op Wage	\$22,670.00	\$1,605.63	\$18,376.98	\$4,293.02	81.06%	
E 101-45100-121 FERA E 101-45100-122 FICA	\$23,353.00	\$1,388.36	\$16,376.96	\$7,238.75	69.00%	
E 101-45100-122 FICA E 101-45100-124 PFML	\$5,190.00	\$0.00			0.00%	
E 101-45100-124 FMIL E 101-45100-131 Employer Paid Health	\$53,588.00	\$4,545.34	\$0.00	\$5,190.00		
	\$465.00		\$49,126.44	\$4,461.56	91.67%	
E 101-45100-132 Employer Paid Disability		\$35.68	\$392.48	\$72.52 \$44.34	84.40%	
E 101-45100-133 Employer Paid Life	\$4,271.00	\$361.50	\$4,226.76	\$44.24	98.96%	
E 101-45100-134 Employer Paid Life	\$447.00 ¢5.000.00	\$37.28	\$410.08	\$36.92	91.74% 0.00%	
E 101-45100-140 Unemployment	\$5,000.00	\$0.00 ¢0.00	\$0.00	\$5,000.00 \$4,163.00		
E 101-45100-151 Workers Comp Insurance	\$13,068.00	\$0.00	\$8,905.00	\$4,163.00	68.14%	
E 101-45100-152 Health Savings Account Con	\$16,000.00	\$0.00	\$16,500.00	-\$500.00	103.13%	
E 101-45100-200 Office Supplies	\$300.00	\$63.53	\$696.09	-\$396.09	232.03%	
E 101-45100-208 Instruction Fees	\$500.00	\$0.00	\$385.00	\$115.00	77.00%	
E 101-45100-210 Operating Supplies	\$3,500.00	\$205.21	\$3,085.72	\$414.28	88.16%	
E 101-45100-212 Motor Fuels	\$4,300.00	\$533.44	\$4,205.05	\$94.95	97.79%	
E 101-45100-213 Diesel Fuel	\$3,000.00	\$106.28	\$2,236.20	\$763.80	74.54%	
E 101-45100-220 Repair/Maint Supply - Equip	\$11,000.00	\$270.50	\$7,343.63	\$3,656.37	66.76%	
E 101-45100-221 Repair/Maint Vehicles	\$1,500.00	\$11.69	\$1,552.49	-\$52.49	103.50%	
E 101-45100-223 Bldg Repair Suppl/Maintena	\$22,000.00	\$589.56	\$136,941.84	-\$114,941.84	622.46%	
E 101-45100-231 Chemicals/Landscaping	\$4,000.00	\$14.40	\$4,036.05	-\$36.05	100.90%	
E 101-45100-235 Signs	\$400.00	\$35.00	\$210.22	\$189.78	52.56%	
E 101-45100-240 Small Tools and Minor Equip	\$1,500.00	\$170.17	\$979.36	\$520.64	65.29%	
E 101-45100-254 Concessions - Pop & Food	\$0.00	\$0.00	\$2.50	-\$2.50	0.00%	
E 101-45100-258 Uniform - Department Head	\$500.00	\$0.00	\$513.63	-\$13.63	102.73%	
E 101-45100-259 Uniform - Staff	\$1,570.00	\$32.07	\$913.49	\$656.51	58.18%	

Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	3
E 101-45100-303 Engineering Fees	\$5,000.00	\$0.00	\$0.00	\$5,000.00	0.00%	
E 101-45100-304 Legal Fees (Civil)	\$2,000.00	\$0.00	\$651.00	\$1,349.00	32.55%	
E 101-45100-309 Tennis	\$1,000.00	\$0.00	\$333.13	\$666.87	33.31%	
E 101-45100-310 Program Supplies	\$1,500.00	\$87.91	\$786.56	\$713.44	52.44%	
E 101-45100-311 Softball/Baseball	\$1,500.00	\$0.00	\$1,411.20	\$88.80	94.08%	
E 101-45100-312 Pickleball	\$0.00	\$59.98	\$1,833.03	-\$1,833.03	0.00%	
E 101-45100-315 Warm House/Garag	1.0	\$0.00	\$275.00	\$225.00	55.00%	
E 101-45100-316 Security Monitoring		\$0.00	\$653.88	\$546.12	54.49%	
E 101-45100-317 Security Monitoring	\$1,000.00	\$35.61	\$511.93	\$488.07	51.19%	
E 101-45100-317 Soccer/5kdting E 101-45100-318 Garage (North)	\$2,000.00	\$0.00	\$670.58	\$1,329.42	33.53%	
E 101-45100-319 Donation Expenditu	• • • • • • • • • • • • • • • • • • • •	\$0.00	\$896.00	-\$896.00	0.00%	
E 101-45100-319 Donation Expenditu					112.73%	
	\$6,000.00	\$684.35	\$6,764.01	-\$764.01 \$137.77	8.15%	
E 101-45100-322 Postage	\$150.00	\$0.00	\$12.23			
E 101-45100-323 Garage (East)	\$1,000.00	\$29.99	\$277.34	\$722.66	27.73%	
E 101-45100-324 Disc Golf Expenses		\$0.00	\$0.00	\$100.00	0.00%	
E 101-45100-331 Travel Expenses	\$1,000.00	\$165.20	\$203.20	\$796.80	20.32%	
E 101-45100-335 Background Checks		\$0.00	\$105.00	\$45.00	70.00%	
E 101-45100-340 Advertising	\$1,000.00	\$0.00	\$648.87	\$351.13	64.89%	
E 101-45100-351 Legal Notices Publis		\$0.00	\$0.00	\$200.00	0.00%	
E 101-45100-360 Insurance	\$25,420.00	\$0.00	\$21,653.13	\$3,766.87	85.18%	
E 101-45100-381 Electric Utilities	\$15,000.00	\$1,340.70	\$14,765.66	\$234.34	98.44%	
E 101-45100-383 Gas Utilities	\$10,000.00	\$257.34	\$7,904.08	\$2,095.92	79.04%	
E 101-45100-384 Refuse/Garbage Dis	•	\$96.89	\$1,229.21	-\$429.21	153.65%	
E 101-45100-403 Improvements Other	er Than B \$3,800.00	\$0.00	\$3,902.00	-\$102.00	102.68%	
E 101-45100-405 Cleaning Services	\$23,575.00	\$1,931.25	\$22,503.75	\$1,071.25	95.46%	
E 101-45100-413 Office Equipment R	ental/Re \$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-45100-415 Equipment Rental	\$500.00	\$0.00	\$525.00	-\$25.00	105.00%	
E 101-45100-430 Miscellaneous	\$1,500.00	\$641.63	\$5,117.45	-\$3,617.45	341.16%	
E 101-45100-433 Dues/Contracts/Sub	scription \$3,011.00	\$402.80	\$3,341.56	-\$330.56	110.98%	
E 101-45100-442 Safety Prog/Equipm	nent \$1,000.00	\$0.00	\$221.28	\$778.72	22.13%	
E 101-45100-443 Sales Tax	\$3,000.00	\$254.00	\$5,762.00	-\$2,762.00	192.07%	
E 101-45100-445 Sr Meals Expense	\$100.00	\$0.00	\$0.00	\$100.00	0.00%	
E 101-45100-448 Weight Room Ins R	eimbur \$150.00	\$80.60	\$180.85	-\$30.85	120.57%	
E 101-45100-452 Refund	\$150.00	\$0.00	\$185.00	-\$35.00	123.33%	
E 101-45100-453 80 Acre Developme		\$0.00	\$0.00	\$1,000.00	0.00%	
E 101-45100-457 Weight Room Expe		\$0.00	\$2,114.69	-\$114.69	105.73%	
E 101-45100-459 PAL Foundation Exp		\$14,237.00	\$93,489.48	-\$20,489.48	128.07%	
E 101-45100-461 Silver Sneakers	\$6,500.00	\$696.00	\$7,540.00	-\$1,040.00	116.00%	
E 101-45100-500 Capital Outlay -	\$426,600.00	\$25,900.00	\$311,150.35	\$115,449.65	72.94%	
E 101-45100-600 Principal	\$840.00	\$84.29	\$831.07	\$8.93	98.94%	
E 101-45100-610 Interest	\$15.00	\$12.89	\$140.74	-\$125.74	938.27%	
45100 Park and Recreation (GENERAL)	\$1,122,608.00	\$78,678.24	\$1,044,820.80	\$77,787.20	330127 70	
13100 Fulk and Recreation (GENERAL)	ψ1,122,000.00	φ/0/0/0/21	\$1,011,020.00	ψ////0/.20		
45125 Parks and Rec Snow Removal						
E 101-45125-118 Parks & Rec Equip (Op Wage \$1,544.00	\$0.00	\$0.00	\$1,544.00	0.00%	
E 101-45125-124 PFML	\$15.00	\$0.00	\$0.00	\$15.00	0.00%	
45125 Parks and Rec Snow Removal	\$1,559.00	\$0.00	\$0.00	\$1,559.00		
45126 Parks and Rec Trails						
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E 101-45126-500 Capital Outlay -	\$0.00	\$12,180.00	\$66,339.63	-\$66,339.63	0.00%	
45126 Parks and Rec Trails	\$0.00	\$12,180.00	\$66,339.63	-\$66,339.63		
45500 Library						
E 101-45500-101 Assistant	\$27,560.00	\$2,281.25	\$24,912.50	\$2,647.50	90.39%	
E 101-45500-121 PERA	\$2,067.00	\$171.10	\$1,868.51	\$198.49	90.40%	
E 101-45500-122 FICA	\$2,108.00	\$163.16	\$1,794.52	\$313.48	85.13%	
E 101-45500-124 PFML	\$469.00	\$0.00	\$0.00	\$469.00	0.00%	
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Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
E 101-45500-151 Workers Comp Insurance	\$1,084.00	\$0.00	\$320.00	\$764.00	29.52%	
E 101-45500-201 Library Operating Supplies	\$2,000.00	\$0.00	\$1,371.49	\$628.51	68.57%	
E 101-45500-202 Library Subscriptions	\$600.00	\$0.00	\$128.58	\$471.42	21.43%	
E 101-45500-203 Library Books	\$5,000.00	\$107.59	\$4,477.83	\$522.17	89.56%	
E 101-45500-204 Children s Program Expense	\$150.00	\$0.00	\$66.30	\$83.70	44.20%	
E 101-45500-206 Book Sale Expenses	\$100.00	\$0.00	\$360.00	-\$260.00	360.00%	
E 101-45500-319 Donation Expenditures	\$0.00	\$0.00	\$2,000.00	-\$2,000.00	0.00%	
E 101-45500-320 Communications	\$1,000.00	\$25.71	\$252.32	\$747.68	25.23%	
E 101-45500-322 Postage	\$50.00	\$0.00	\$0.00	\$50.00	0.00%	
E 101-45500-413 Office Equipment Rental/Re	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 101-45500-430 Miscellaneous	\$1,000.00	\$101.01	\$645.42	\$354.58	64.54%	
E 101-45500-433 Dues/Contracts/Subscription	\$2,200.00	\$0.00	\$2,505.00	-\$305.00	113.86%	
E 101-45500-443 Sales Tax	\$615.00	\$3.00	\$532.00	\$83.00	86.50%	
E 101-45500-452 Refund	\$50.00	\$0.00	\$0.00	\$50.00	0.00%	
E 101-45500-459 PAL Foundation Expenditure	\$250.00	\$0.00	\$1,987.70	-\$1,737.70	795.08%	
E 101-45500-500 Capital Outlay -	\$2,580.00	\$0.00	\$1,926.24	\$653.76	74.66%	
E 101-45500-600 Principal	\$547.00	\$56.20	\$554.05	-\$7.05	101.29%	
E 101-45500-610 Interest	\$8.00	\$8.59	\$93.84	-\$85.84	1173.00%	
45500 Library	\$49,938.00	\$2,917.61	\$45,796.30	\$4,141.70		
48000 Recyling						
E 101-48000-388 Recycling Expenses	\$500.00	\$0.00	\$225.00	\$275.00	45.00%	
48000 Recyling	\$500.00	\$0.00	\$225.00	\$275.00		
101 GENERAL FUND	\$7,256,161.00	\$338,764.81	\$5,913,500.87	\$1,342,660.13		
301 DEBT SERVICE FUND						
47000 to 015 000 CO CID 20104						
47000 \$3,815,000 GO CIP 2019A E 301-47000-600 Principal	\$235,000.00	\$0.00	\$235,000.00	\$0.00	100.00%	
E 301-47000-610 Interest	\$57,031.00	\$0.00	\$57,031.26	-\$0.26	100.00%	
E 301-47000-620 Fiscal Agent's Fees	\$500.00	\$0.00	\$1,295.00	-\$795.00	259.00%	
47000 \$3,815,000 GO CIP 2019A	\$292,531.00	\$0.00	\$293,326.26	-\$795.26	233.0070	
17000 \$5,015,000 GO GII 2015A	Ψ232,331.00	ψ0.00	Ψ233,320.20	ψ/33.20		
47014 2018 Series A Bonds						
E 301-47014-600 Principal	\$90,000.00	\$0.00	\$90,000.00	\$0.00	100.00%	
E 301-47014-610 Interest	\$7,638.00	\$0.00	\$7,637.50	\$0.50	99.99%	
E 301-47014-620 Fiscal Agent s Fees	\$500.00	\$0.00	\$1,295.00	-\$795.00	259.00%	
47014 2018 Series A Bonds	\$98,138.00	\$0.00	\$98,932.50	-\$794.50		
47015 47015 Series 2015B/2021A						
E 301-47015-600 Principal	\$125,000.00	\$0.00	\$125,000.00	\$0.00	100.00%	
E 301-47015-610 Interest	\$11,250.00	\$0.00	\$11,250.00	\$0.00	100.00%	
E 301-47015-620 Fiscal Agent s Fees	\$500.00	\$0.00	\$1,295.00	-\$795.00	259.00%	
47015 47015 Series 2015B/2021A	\$136,750.00	\$0.00	\$137,545.00	-\$795.00		
47016 2025 Go Bonds-Roads 2024/2025						
E 301-47016-600 Principal	\$128,500.00	\$0.00	\$0.00	\$128,500.00	0.00%	
47016 2025 Go Bonds-Roads 2024/2025	\$128,500.00	\$0.00	\$0.00	\$128,500.00	0.0070	
	Ψ120/300100	φ0.00	φοισσ	ψ120/300100		
47100 2022A ROAD BONDS				a a		
E 301-47100-600 Principal	\$42,000.00	\$0.00	\$42,000.00	\$0.00	100.00%	
E 301-47100-610 Interest	\$32,260.00	\$0.00	\$31,394.40	\$865.60	97.32%	
E 301-47100-620 Fiscal Agent s Fees	\$275.00	\$0.00	\$0.00	\$275.00	0.00%	
47100 2022A ROAD BONDS	\$74,535.00	\$0.00	\$73,394.40	\$1,140.60		
47101 2022A FIRE TRUCK BONDS						
E 301-47101-600 Principal	\$102,000.00	\$0.00	\$102,000.00	\$0.00	100.00%	
E 301-47101-610 Interest	\$17,881.00	\$0.00	\$15,779.60	\$2,101.40	88.25%	
E 301-47101-620 Fiscal Agent s Fees	\$275.00	\$0.00	\$0.00	\$275.00	0.00%	

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Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
47101 2022A FIRE TRUCK BONDS	\$120,156.00	\$0.00	\$117,779.60	\$2,376.40		
301 DEBT SERVICE FUND	\$850,610.00	\$0.00	\$720,977.76	\$129,632.24		
405 TAX INCREMENT FINANCE PROJECTS						
46000 Tax Increment Financing						
E 405-46000-351 Legal Notices Publishing	\$250.00	\$0.00	\$56.10	\$193.90	22.44%	
E 405-46000-646 TaxIncrement 9-C&J Dev	\$11,071.00	\$0.00	\$0.00	\$11,071.00	0.00%	
E 405-46000-650 Administrative Costs	\$300.00	\$0.00	\$100.00	\$200.00	33.33%	
46000 Tax Increment Financing	\$11,621.00	\$0.00	\$156.10	\$11,464.90		
405 TAX INCREMENT FINANCE PROJECTS	\$11,621.00	\$0.00	\$156.10	\$11,464.90		
502 ECONOMIC DEVELOPMENT FUND						
47000 2002 Jaint Facility						
47009 2003 Joint Facility E 502-47009-430 Miscellaneous	\$18,100.00	\$0.00	\$6,931.52	\$11,168.48	38.30%	
47009 2003 Joint Facility	\$18,100.00	\$0.00	\$6,931.52	\$11,168.48	30.3070	
502 ECONOMIC DEVELOPMENT FUND	\$18,100.00	\$0.00	\$6,931.52	\$11,168.48		
601 SEWER OPERATING FUND						
43200 Sewer						
E 601-43200-100 Wages - Dept Heads	\$44,106.00	\$3,407.80	\$39,182.19	\$4,923.81	88.84%	
E 601-43200-114 Sewer Operator Wages	\$105,360.00	\$7,343.56	\$94,372.14	\$10,987.86	89.57%	
E 601-43200-121 PERA	\$11,210.00	\$806.35	\$9,693.80	\$1,516.20	86.47%	
E 601-43200-122 FICA	\$11,434.00	\$726.94	\$8,833.84	\$2,600.16	77.26%	
E 601-43200-124 PFML	\$2,541.00	\$0.00	\$0.00	\$2,541.00	0.00%	
E 601-43200-131 Employer Paid Health	\$35,440.00	\$2,127.66	\$34,596.22	\$843.78	97.62% 60.57%	
E 601-43200-132 Employer Paid Disability	\$229.00 ¢2.100.00	\$12.61 \$89.45	\$138.71 \$1,862.86	\$90.29 \$246.14	88.33%	
E 601-43200-133 Employer Paid Dental E 601-43200-134 Employer Paid Life	\$2,109.00 \$156.00	\$16.03	\$209.35	-\$53.35	134.20%	
E 601-43200-151 Workers Comp Insurance	\$3,806.00	\$0.00	\$2,665.00	\$1,141.00	70.02%	
E 601-43200-151 Workers Comp Insurance E 601-43200-152 Health Savings Account Con	\$10,240.00	\$825.00	\$5,775.00	\$4,465.00	56.40%	
E 601-43200-200 Office Supplies	\$600.00	\$0.00	\$550.65	\$49.35	91.78%	
E 601-43200-208 Instruction Fees	\$1,500.00	\$0.00	\$2,048.82	-\$548.82	136.59%	
E 601-43200-210 Operating Supplies	\$4,000.00	\$28.49	\$1,736.81	\$2,263.19	43.42%	
E 601-43200-212 Motor Fuels	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	
E 601-43200-213 Diesel Fuel	\$500.00	\$0.00	\$0.00	\$500.00	0.00%	
E 601-43200-220 Repair/Maint Supply - Equip	\$30,030.00	\$923.71	\$35,869.86	-\$5,839.86	119.45%	
E 601-43200-221 Repair/Maint Vehicles	\$1,500.00	\$0.00	\$229.19	\$1,270.81	15.28%	
E 601-43200-222 Tires	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	
E 601-43200-223 Bldg Repair Suppl/Maintena	\$8,000.00	-\$43.54	-\$1,244.07	\$9,244.07	-15.55%	
E 601-43200-229 Oper/Maint - Lift Station	\$18,000.00	\$389.70	\$13,992.83	\$4,007.17	77.74%	
E 601-43200-230 Repair/Maint - Collection Sys	\$15,000.00	\$1,085.96	\$6,990.11	\$8,009.89	46.60%	
E 601-43200-231 Chemicals/Landscaping	\$20,000.00	\$106.00	\$28,634.63	-\$8,634.63	143.17%	
E 601-43200-259 Uniform - Staff	\$1,000.00	\$0.00	\$0.00	\$1,000.00	0.00%	
E 601-43200-303 Engineering Fees	\$32,000.00	\$60.00	\$780.00	\$31,220.00	2.44%	
E 601-43200-304 Legal Fees (Civil)	\$250.00	\$882.00	\$2,853.69	-\$2,603.69		
E 601-43200-320 Communications	\$4,600.00	\$148.85	\$2,391.97	\$2,208.03	52.00%	
E 601-43200-321 Communications-Cellular	\$1,600.00	\$49.97	\$499.34	\$1,100.66	31.21%	
E 601-43200-322 Postage	\$1,000.00	\$53.00	\$1,149.47	-\$149.47	114.95%	
E 601-43200-331 Travel Expenses	\$2,000.00	\$0.00 \$0.00	\$673.51 \$0.00	\$1,326.49 \$200.00	33.68% 0.00%	
E 601-43200-351 Legal Notices Publishing E 601-43200-360 Insurance	\$200.00 \$15,497.00	\$0.00 \$0.00	\$0.00 \$14,169.21	\$1,327.79	91.43%	
E 601-43200-360 Insurance E 601-43200-381 Electric Utilities	\$15,497.00	\$0.00 \$645.03	\$14,169.21	\$1,327.79	60.13%	
E 601-43200-381 Electric Offlittes E 601-43200-383 Gas Utilities	\$3,000.00	\$22.28	\$1,907.44	\$1,092.56	63.58%	
E 601-43200-406 Lab Testing	\$22,000.00	\$1,167.68	\$13,274.30	\$8,725.70	60.34%	
E 601-43200-407 Sludge Disposal	\$47,120.00	\$10,468.50	\$42,117.03	\$5,002.97	89.38%	
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Account Descr	2025 YTD Budget	MTD Amt	2025 YTD Amt	2025 YTD Balance	%YTD Budget	
E 601-43200-420 Depreciation Expense	\$350,000.00	\$0.00	\$0.00	\$350,000.00	0.00%	
E 601-43200-430 Miscellaneous	\$200.00	\$99.96	\$199.96	\$0.04	99.98%	
E 601-43200-433 Dues/Contracts/Subscription	\$5,000.00	\$32.50	\$3,543.60	\$1,456.40	70.87%	
E 601-43200-442 Safety Prog/Equipment	\$1,500.00	\$88.98	\$88.98	\$1,411.02	5.93%	
E 601-43200-443 Sales Tax	\$200.00	\$0.00	\$0.00	\$200.00	0.00%	
E 601-43200-450 Permits or House Burns	\$2,000.00	\$0.00	\$1,481.18	\$518.82	74.06%	
E 601-43200-452 Refund	\$100.00	\$0.00	\$3,680.00	-\$3,580.00	3680.00%	
E 601-43200-500 Capital Outlay -	\$125,000.00	\$77,967.68	\$93,004.85	\$31,995.15	74.40%	
E 601-43200-553 Capital Outlay - Other	\$7,731.00	\$3,297.00	\$5,534.00	\$2,197.00	71.58%	
43200 Sewer	\$989,759.00	\$112,829.15	\$497,539.62	\$492,219.38		
601 SEWER OPERATING FUND	\$989,759.00	\$112,829.15	\$497,539.62	\$492,219.38		
651 SEWER RESTRICTED SINKING FUND						
47008 2017 Series A Sewer						
E 651-47008-600 Principal	\$105,000.00	\$0.00	\$105,000.00	\$0.00	100.00%	
E 651-47008-610 Interest	\$8,205.00	\$0.00	\$8,205.00	\$0.00	100.00%	
E 651-47008-620 Fiscal Agent s Fees	\$275.00	\$0.00	\$0.00	\$275.00	0.00%	
47008 2017 Series A Sewer	\$113,480.00	\$0.00	\$113,205.00	\$275.00		
47102 2022A SEWER BONDS						
E 651-47102-600 Principal	\$60,000.00	\$0.00	\$60,000.00	\$0.00	100.00%	
E 651-47102-610 Interest	\$69,422.00	\$0.00	\$68,186.00	\$1,236.00	98.22%	
E 651-47102-620 Fiscal Agent s Fees	\$275.00	\$0.00	\$0.00	\$275.00	0.00%	
47102 2022A SEWER BONDS	\$129,697.00	\$0.00	\$128,186.00	\$1,511.00		
651 SEWER RESTRICTED SINKING FUND	\$243,177.00	\$0.00	\$241,391.00	\$1,786.00		
-	\$9,369,428.00	\$451,593.96	\$7,380,496.87	\$1,988,931.13		

City of Crosslake

Balance Sheet

NOVEMBER

		NOVEMBER					
Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit		
101 GENERAL FUND							
G 101-10100 Cash	\$6,176,087.46	\$217,286.24	\$341,022.54	\$5,978,839.52	\$7,436,848.11	\$4,718,078.87	
G 101-10100 Cash - Phone Company Proceed		\$6,016.17	\$0.00	\$77,669.49	\$190,902.99		
G 101-10200 Petty Cash	\$1,501,425.70	\$0.00	\$0.00	\$0.00	\$0.00		
G 101-10200 Petty Cash - Library	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	,	
G 101-10201 Petty Cash - Library G 101-10450 Interest Receivable on Invest	\$110,367.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00	•	
G 101-10500 Taxes Receivable-Current	\$71,051.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00		
G 101-10700 Taxes Receivable-Delinquent	\$2,134.00	\$0.00	\$0.00	\$0.00	\$0.00 \$0.00	. ,	
G 101-11500 Accounts Receivable	\$575,030.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00		
G 101-12300 Special Assess Rec-Deferred	\$106,605.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00		
G 101-13200 Special Assess Recoperated G 101-13200 Due From Other Governments	\$5,923.00	\$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00		
G 101-15500 Prepaid Items		-	•	· ·	•		
G 101-13300 Prepaid Rems G 101-20200 Accounts Payable	\$46,693.00	\$0.00 ¢0.00	\$0.00	\$0.00	\$0.00	• •	
G 101-20600 Contracts Payable	-\$6,613.00	\$0.00	\$0.00	\$0.00	\$0.00	• •	
G 101-20000 Contracts Payable G 101-21600 Accrued Wages & Salaries Paya	-\$39,943.00	\$0.00 #0.00	\$0.00	\$0.00	\$0.00		
G 101-21000 Accided Wages & Salahes Paya G 101-21701 Federal Withholding	-\$97,333.00	\$0.00 #12.007.21	\$0.00	\$0.00	\$0.00		
G 101-21701 rederal Withholding G 101-21702 State Withholding	\$0.00	\$13,007.21	\$13,007.21	\$137,089.56	\$137,089.56	\$0.00	
	\$0.00	\$7,280.21	\$7,280.21	\$69,600.49	\$69,600.49	\$0.00	
G 101-21703 FICA Withholding(Incl Medicare G 101-21704 PERA	\$375.24	\$16,237.18	\$16,237.18	\$186,963.46	\$187,338.70	\$0.00	
	\$0.00	\$28,988.58	\$28,988.58	\$319,281.60	\$319,281.60	•	
G 101-21706 Hospitalization/Medical Ins	\$0.00	\$35,089.58	\$35,089.58	\$379,460.83	\$384,661.33	-\$5,200.50	
G 101-21707 Union Dues	\$0.00	\$1,147.02 \$3,330.05	\$1,147.02	\$13,056.76	\$13,056.76	\$0.00	
G 101-21708 HCSP	\$1,500.00	\$2,329.95	\$2,329.95	\$34,064.27	\$32,414.27	\$3,150.00	
G 101-21710 Life Insurance	\$0.00	\$485.16	\$430.10	\$4,895.94	\$5,016.66	-\$120.72	
G 101-21712 Savings	\$6,744.00	\$1,162.00	\$1,162.00	\$12,782.00	\$17,732.00	\$1,794.00	
G 101-21713 Dental	\$1,858.00	\$2,118.93	\$2,118.93	\$23,780.04	\$23,584.75	\$2,053.29	
G 101-21714 Deferred Compensation	\$0.00	\$570.00	\$570.00	\$6,255.00	\$6,255.00	\$0.00	
G 101-21715 Vision Insurance	\$104.40	\$141.13	\$125.81	\$1,284.62	\$1,375.27	\$13.75	
G 101-21716 Flexible Benefit Plan	-\$1,223.21	\$414.42	\$908.10	\$32,441.69	\$36,521.74	-\$5,303.26	
G 101-22200 Deferred Revenues	-\$20,627.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$20,627.00	
G 101-22281 Deferred Revenue-Spec Assmts	-\$106,605.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$106,605.00	
G 101-22282 DI - GRANTS	-\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$50,000.00	
G 101-25300 Unreserved Fund Balance	-\$832,632.38	\$348,188.20	\$230,044.77	\$7,695,353.44	\$6,111,139.48	\$751,581.58	
G 101-26600 Net Assets - Unrestricted	-\$263,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$263,000.00	
G 101-27200 FB - Nonspendable - Prepaids	-\$46,693.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$46,693.00	
G 101-28511 FB - Rest for PS Grant	-\$107,913.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$107,913.00	
G 101-29210 FB - CO ASG Animal Control	-\$1,515.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,515.00	
G 101-29215 FB - CO ASG Admin & PZ	-\$19,749.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$19,749.00	
G 101-29225 FB - CO ASG PW Bridges	-\$143,944.28	\$0.00	\$0.00	\$0.00	\$0.00	-\$143,944.28	
G 101-29226 FB - CO ASG Storm Water Main	-\$13,500.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$13,500.00	
G 101-29230 FB - CO ASG PW Buildings	-\$51,525.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$51,525.00	
G 101-29231 FB- CO ASG PW Veh & Eqip	\$36,101.63	\$0.00	\$0.00	\$0.00	\$36,101.63	\$0.00	
G 101-29235 FB - CO ASG PW Roads	\$1,370,012.02	\$0.00	\$0.00	\$0.00	\$1,370,012.02	\$0.00	
G 101-29240 FB - CO ASG Parks 80 Acre	-\$698.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$698.00	
G 101-29245 FB - CO ASG Park Dedication	-\$199,852.18	\$0.00	\$0.00	\$0.00	\$0.00	-\$199,852.18	
G 101-29250 FB - CO ASG Park Fitness Equip	-\$57,644.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$57,644.00	
G 101-29255 FB - CO ASG Park Gen Cap Ex	\$49,309.41	\$0.00	\$0.00	\$0.00	\$69,918.00	-\$20,608.59	
G 101-29257 FB - CO ASG Pickleball	-\$44,525.07	\$0.00	\$0.00	\$0.00	\$0.00	-\$44,525.07	
G 101-29260 FB - CO ASG Library D/Pledges	-\$58,876.05	\$0.00	\$0.00	\$0.00	\$0.00	-\$58,876.05	
G 101-29270 FB - CO ASG Police Forfeiture	-\$5,867.96	\$0.00	\$0.00	\$0.00	\$0.00	-\$5,867.96	
G 101-29275 FB - CO ASG Police Equipment	-\$177,867.04	\$0.00	\$0.00	\$0.00	\$0.00	-\$177,867.04	
G 101-29280 FB - CO ASG Fire Trucks	-\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$25,000.00	
G 101-29300 FB - UnRestricted Unassigned	-\$5,651,495.99	\$6,016.17	\$0.00	\$1,553,701.15	\$6,572.19	-\$4,104,367.03	
G 101-29350 FB - UnRes Ua - Phone Co	-\$2,516,878.76	\$0.00	\$6,016.17	\$6,572.19	\$77,669.50	-\$2,587,976.07	

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
101 GENERAL FUND	\$0.00	\$686,478.15	\$686,478.15	\$16,533,092.05	\$16,533,092.05	\$0.00
301 DEBT SERVICE FUND						
G 301-10100 Cash	\$1,011,072.52	\$19,835.94	\$0.00	\$1,004,502.61	\$1,043,186.17	\$972,388.96
G 301-10500 Taxes Receivable-Current	\$13,249.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13,249.00
G 301-10700 Taxes Receivable-Delinquent	\$6,110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,110.00
G 301-12300 Special Assess Rec-Deferred	\$200,751.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,751.00
G 301-22280 Deferred Revenue-Property Tax		\$0.00	\$0.00	\$0.00	\$0.00	-\$6,110.00
G 301-22281 Deferred Revenue-Spec Assmts	-\$200,751.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$200,751.00
G 301-25300 Unreserved Fund Balance	\$0.00	\$0.00	\$19,835.94	\$201,314.42	\$293,516.17	-\$92,201.75
G 301-28400 FB - Restricted for Debt Ser.	-\$1,024,321.52	\$0.00	\$0.00	\$841,871.75	\$710,986.44	-\$893,436.21
301 DEBT SERVICE FUND	\$0.00	\$19,835.94	\$19,835.94	\$2,047,688.78	\$2,047,688.78	\$0.00
405 TAX INCREMENT FINANCE PROJECTS						
G 405-10100 Cash	\$14,465.86	\$0.00	\$0.00	\$39,093.93	\$18,692.12	\$34,867.67
G 405-28500 FB - Restricted for TIF	-\$14,465.86	\$0.00	\$0.00	\$18,692.12	\$39,093.93	-\$34,867.67
405 TAX INCREMENT FINANCE PROJECTS	\$0.00	\$0.00	\$0.00	\$57,786.05	\$57,786.05	\$0.00
502 ECONOMIC DEVELOPMENT FUND						
G 502-10100 Cash	\$25,344.67	\$0.00	\$0.00	\$17,463.11	\$13,431.08	\$29,376.70
G 502-10500 Taxes Receivable-Current	\$336.00	\$0.00	\$0.00	\$0.00	\$0.00	\$336.00
G 502-10700 Taxes Receivable-Delinquent	\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00
G 502-22280 Deferred Revenue-Property Tax	-\$30.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$30.00
G 502-25300 Unreserved Fund Balance	\$163.00	\$0.00	\$0.00	\$0.00	\$0.00	\$163.00
G 502-29300 FB - UnRestricted Unassigned	-\$25,843.67	\$0.00	\$0.00	\$13,431.08	\$17,463.11	-\$29,875.70
502 ECONOMIC DEVELOPMENT FUND	\$0.00	\$0.00	\$0.00	\$30,894.19	\$30,894.19	\$0.00
601 SEWER OPERATING FUND						
G 601-10100 Cash	\$481,716.82	\$56,907.31	\$113,035.88	\$685,445.40	\$601,922.00	\$565,240.22
G 601-10500 Taxes Receivable-Current	\$3,436.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,436.00
G 601-10700 Taxes Receivable-Delinquent	\$1,493.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,493.00
G 601-11500 Accounts Receivable	\$42,498.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42,498.00
G 601-15500 Prepaid Items	\$4,726.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,726.00
G 601-16100 Fixed Asset-Land	\$185,136.00	\$0.00	\$0.00	\$0.00	\$0.00	\$185,136.00
G 601-16200 Fixed Asset-Buildings	\$4,252,418.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,252,418.00
G 601-16210 A/D Buildings	-\$1,878,606.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,878,606.00
G 601-16300 Improvements Other Than Bldg	\$39,328.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39,328.00
G 601-16310 A/D Impr Other Than Bldgs	-\$31,733.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$31,733.00
G 601-16400 Fixed Asset-Equip/Machinery	\$396,570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$396,570.00
G 601-16410 Fixed Asset-Equip Depreciation	-\$326,969.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$326,969.00
G 601-16700 Infrastructure	\$8,457,223.00	\$0.00	\$0.00	\$0.00	\$0.00	\$8,457,223.00
G 601-16710 A/D Infrastructure	-\$2,617,488.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$2,617,488.00
G 601-19005 DO - OPEB	\$4,828.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,828.00
G 601-20200 Accounts Payable	-\$1,278.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,278.00
G 601-21600 Accrued Wages & Salaries Paya	-\$3,247.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3,247.00
G 601-21740 Accrued Comp Abs due in 1 yr	-\$801.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$801.00
G 601-21750 Accrued Compensated Absence	-\$3,206.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$3,206.00
G 601-21800 OPEB Liability	-\$14,741.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$14,741.00
G 601-21801 OPEB Liability - Current	-\$2,015.00	\$0.00	\$0.00 ¢0.00	\$0.00	\$0.00	-\$2,015.00
G 601-21802 Deferred Inflows - OPEB	-\$10,413.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00	-\$10,413.00
G 601-23950 Net Pension Liability	-\$28,169.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$28,169.00
G 601-23955 DI-GERF-Dif Exp & Act Econ Ex	-\$19,800.00	\$0.00 ¢0.00	\$0.00 ¢0.00	\$0.00 ¢0.00	\$0.00 #0.00	-\$19,800.00
G 601-24502 DO-GERF-Net Fiff BTW Proj & A	\$8,200.00	\$0.00 \$7.243.56	\$0.00	\$0.00	\$0.00	\$8,200.00
G 601-25300 Unreserved Fund Balance	-\$185,628.21	\$7,343.56	\$0.00 ¢0.00	\$152,178.38	\$155,726.58	-\$189,176.41
G 601-26100 Net Inv. In Capital Assets	-\$6,359,438.71	\$0.00 \$105 692 32	\$0.00 \$56 907 31	\$0.00 \$484,992.11		-\$6,359,438.71 -\$2,474,015.10
G 601-26600 Net Assets - Unrestricted	-\$2,394,039.90	\$105,692.32	\$56,907.31	41.755'L'	TC' /06'120Cb	ψ2,7/7,013.10

Account Descr	Begin Yr	MTD Debit	MTD Credit	YTD Debit	YTD Credit	Current Balance
601 SEWER OPERATING FUND	\$0.00	\$169,943.19	\$169,943.19	\$1,322,615.89	\$1,322,615.89	\$0.00
651 SEWER RESTRICTED SINKING FUND						
G 651-10100 Cash	\$463,355.74	\$0.00	\$0.00	\$244,746.43	\$332,446.49	\$375,655.68
G 651-10500 Taxes Receivable-Current	\$4,776.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,776.00
G 651-10700 Taxes Receivable-Delinquent	\$498.00	\$0.00	\$0.00	\$0.00	\$0.00	\$498.00
G 651-21500 Accrued Interest Payable	-\$32,711.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$32,711.00
G 651-22500 Bonds Payable-Current Portion	-\$165,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$165,000.00
G 651-23100 Bonds Payable-Noncurrent NC	-\$1,950,000.00	\$0.00	\$0.00	\$0.00	\$0.00	-\$1,950,000.00
G 651-26200 Net Assets - Restricted DS	-\$426,999.74	\$0.00	\$0.00	\$332,446.49	\$244,746.43	-\$339,299.68
G 651-26600 Net Assets - Unrestricted	\$2,106,081.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,106,081.00
651 SEWER RESTRICTED SINKING FUND	\$0.00	\$0.00	\$0.00	\$577,192.92	\$577,192.92	\$0.00
	\$0.00	\$876,257.28	\$876,257.28	\$20,569,269.88	\$20,569,269.88	\$0.00

C.6.

MEMO TO: City Council

FROM: Char Nelson, City Clerk

DATE: December 3, 2025

SUBJECT: Annual Updates to the City's Cafeteria Plan

Each year the City is required to update its cafeteria plan document and summary plan document to reflect any applicable administrative and legislative changes. Attached is the newest version for 2026 Plans. Approval of Resolution Relating to the City of Crosslake Cafeteria Plan Including a Health Flexible Spending Account and Dependent Care Flexible Spending is required.

(Council Action – Motion)

CITY OF CROSSLAKE

RESOLUTION NO. 25-

ADOPTING RESOLUTION RELATING TO THE CITY OF CROSSLAKE CAFETERIA PLAN INCLUDING A HEALTH FLEXIBLE SPENDING ACCOUNT AND DEPENDENT CARE FLEXIBLE SPENDING

The undersigned authorized representative of City of Crosslake (the Employer) hereby certifies that the following resolutions were duly adopted by the Employer on December 8, 2025, and that such resolution have not been modified or rescinded as of the date hereof:

RESOLVED, that the form of amended Cafeteria Plan including a Health Flexible Spending Account and Dependent Care Flexible Spending Account effective January 1, 2016, presented to this meeting is hereby approved and adopted and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Plan.

The undersigned further certifies that attached hereto as Exhibits A and B, respectively, are true copies of the City of Crosslake Cafeteria Plan as amended and restated, and the Summary Plan Description approved and adopted in the foregoing resolutions.

Adopted this 8th day of December 2025 by a _/5 majority of the Council.					
Jackson Purfeerst	Charlene Nelson				
Mayor	City Clerk				

CITY OF CROSSLAKE CAFETERIA PLAN AND ALL SUPPORTING FORMS HAVE BEEN PRODUCED FOR OLSEN THIELEN & CO., LTD.

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CITY OF CROSSLAKE CAFETERIA PLAN

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CITY OF CROSSLAKE CAFETERIA PLAN

INTRODUCTION

The Employer has amended this Plan effective January 1, 2016, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on May 1, 1998. The Plan shall be known as City of Crosslake Cafeteria Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

ARTICLE I

- 1.1 "Administrator" means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.
- "Affiliated Employer" means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).
- 1.3 "Benefit" or "Benefit Options" means any of the optional benefit choices available to a Participant as outlined in Section 4.1.
- 1.4 "Cafeteria Plan Benefit Dollars" means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.
 - "Code" means the Internal Revenue Code of 1986, as amended or replaced from time to time.
 - 1.6 "Compensation" means the amounts received by the Participant from the Employer during a Plan Year.
- 1.7 "Dependent" means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).
- "Dependent" shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

- 1.8 "Effective Date" means May 1, 1998.
- 1.9 "Election Period" means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.
 - 1.10 "Eligible Employee" means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

However, any Employee who is a "part-time" Employee shall not be eligible to participate in this Plan. A "part-time" Employee is any Employee who works, or is expected to work on a regular basis, less than 30 hours a week and is designated as a part-time Employee on the Employer's personnel records.

Employees who are seasonal. A seasonal employee is someone who works, or is expected to work, less than 120 consecutive days. shall not be eligible to participate in the Plan.

- 1.11 "Employee" means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).
- 1.12 "Employer" means City of Crosslake and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.
- 1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.
- 1.14 "Grace Period" means, with respect to any Plan Year, the time period ending on the fifteenth day of the third calendar month after the end of such Plan Year, during which Medical Expenses and Employment-Related Dependent Care Expenses incurred by a Participant will be deemed to have been incurred during such Plan Year.
 - 1.15 "Insurance Contract" means any contract issued by an Insurer underwriting a Benefit.
- 1.16 "Insurance Premium Payment Plan" means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.
 - 1.17 "Insurer" means any insurance company that underwrites a Benefit under this Plan.
- 1.18 "Key Employee" means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.
- 1.19 "Participant" means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.
 - 1.20 "Plan" means this instrument, including all amendments thereto.
- 1.21 "Plan Year" means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.
 - 1.22 "Premium Expenses" or "Premiums" mean the Participant's cost for the Benefits described in Section 4.1.
- 1.23 "Premium Expense Reimbursement Account" means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.
- 1.24 "Salary Redirection" means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.
- 1.25 "Salary Redirection Agreement" means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.
 - 1.26 "Spouse" means spouse as determined under Federal law.

ARTICLE II PARTICIPATION

2.1 ELIGIBILITY

Any Eligible Employee shall be eligible to participate hereunder 6 month(s) after his initial date of employment with the Employer. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

2.2 EFFECTIVE DATE OF PARTICIPATION

An Eligible Employee shall become a Participant effective as of the first day of the pay period coinciding with or next following the date on which he met the eligibility requirements of Section 2.1.

2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) Termination of employment. The Participant's termination of employment, subject to the provisions of Section 2.6;
- (b) Change in employment status. The end of the Plan Year during which the Participant became a limited Participant because of a change in employment status pursuant to Section 2.5;
 - (c) Death. The Participant's death, subject to the provisions of Section 2.7; or
 - (d) Termination of the plan. The termination of this Plan, subject to the provisions of Section 10.2.

2.5 CHANGE OF EMPLOYMENT STATUS

If a Participant ceases to be eligible to participate because of a change in employment status or classification (other than through termination of employment), the Participant shall become a limited Participant in this Plan for the remainder of the Plan Year in which such change of employment status occurs. As a limited Participant, no further Salary Redirection may be made on behalf of the Participant, and, except as otherwise provided herein, all further Benefit elections shall cease, subject to the limited Participant's right to continue coverage under any Insurance Contracts. However, any balances in the limited Participant's Dependent Care Flexible Spending Account may be used during such Plan Year to reimburse the limited Participant for any allowable Employment-Related Dependent Care incurred during the Plan Year. Subject to the provisions of Section 2.6, if the limited Participant later becomes an Eligible Employee, then the limited Participant may again become a full Participant in this Plan, provided he otherwise satisfies the participation requirements set forth in this Article II as if he were a new Employee and made an election in accordance with Section 5.1.

2.6 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) Insurance Benefit. With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) Dependent Care FSA. With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs or through the end of the next following Grace Period and submitted within 60 days after the end of the Grace Period, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) COBRA applicability. With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

2.7 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

ARTICLE III CONTRIBUTIONS TO THE PLAN

3.1 EMPLOYER CONTRIBUTION

The Employer shall make available to each Participant an Employer Contribution to the Participant's Health Savings Account in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

3.3 APPLICATION OF CONTRIBUTIONS

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

3.4 PERIODIC CONTRIBUTIONS

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

ARTICLE IV BENEFITS

4.1 BENEFIT OPTIONS

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
 - (i) Health Insurance Benefit
 - (ii) Dental Insurance Benefit
 - (iii) Disability Insurance Benefit
 - (iv) Cancer Insurance Benefit
- (4) Health Savings Account Benefit

4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

4.4 HEALTH INSURANCE BENEFIT

- (a) Coverage for Participant and Dependents. Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.
- (b) Individual Insurance Policy. Each Participant may elect to be covered under an individual health Insurance Contract. Upon submission of satisfactory payment by the Participant, the Administrator shall, in its sole discretion, reimburse the Participant for the cost of the alternative insurance protection. This alternative protection may not include the cost of coverage obtained through a Participant's Spouse's employment.
- (c) Employer selects contracts. The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (d) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

4.5 DENTAL INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.
- (b) Employer selects contracts. The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

4.6 DISABILITY INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's disability Insurance Contract.
- (b) Long term and/or short term coverage selected by Employer. The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.
- (c) Individual Insurance Policy. In the event that any Participant shall have existing disability insurance protection or desires to obtain alternative disability insurance protection, the Administrator, in its discretion, may, upon submission of satisfactory proof of payment by the Participant, reimburse the Participant for the cost of the alternative insurance protection. This alternative protection may not include the cost of coverage obtained through a Participant's Spouse's employment.
- (d) Contract incorporated by reference. The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

4.7 CANCER INSURANCE BENEFIT

- (a) Coverage for Participant and/or Dependents. Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.
- (b) Employer selects contracts. The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.
- (c) Contract incorporated by reference. The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

4.8 HEALTH SAVINGS ACCOUNT BENEFIT

Each Participant may elect to have a portion of his Employer Contributions and Salary Redirections contributed to a Health Savings Account, as defined in Code Section 223. The amounts contributed shall be subject to the terms of the Health Savings Account as established.

4.9 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.
- (b) 25% concentration test. It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.
- (c) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with the Code and regulations. Any act taken by the Administrator shall be carried out in a uniform and nondiscriminatory manner. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

ARTICLE V PARTICIPANT ELECTIONS

5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

- (a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;
- (b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year, or by not electing any Benefit options;
- (c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

5.3 FAILURE TO ELECT

Any Participant failing to complete an election of benefits form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized for such subsequent Plan Year.

5.4 CHANGE IN STATUS

(a) Change in status defined. Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual

other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) Legal Marital Status: events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) Number of Dependents: Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) Employment Status: Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) Dependent satisfies or ceases to satisfy the eligibility requirements: An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) Residency: A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and guidance thereunder, shall qualify as a change in status.

- (b) Special enrollment rights. Notwithstanding subsection (a), the Participants may change an election for group health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (SCHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.
- (c) Qualified Medical Support Order. Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):
 - (1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or
 - (2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.
- (d) Medicare or Medicaid. Notwithstanding subsection (a), a Participant may change elections to cancel or reduce accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.
- (e) Cost increase or decrease. If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of

all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

- (f) Loss of coverage. If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.
- (g) Addition of a new benefit. If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.
- (h) Loss of coverage under certain other plans. A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.
- (i) Change of coverage due to change under certain other plans. A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.
- (j) Change in dependent care provider. A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).
- (k) Health FSA cannot change due to insurance change. A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.
- (I) Health Savings Account changes. With regard to the Health Savings Account Benefit specified in Section 4.8, a Participant who has elected to make elective contributions under such arrangement may modify or revoke the election prospectively, provided such change is consistent with Code Section 223 and the Treasury regulations thereunder.

ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly. There is an additional "limited FSA" designed to coordinate with a Health Savings Account and high deductible health plan.

6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

- (a) "Health Flexible Spending Account" means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.
- (b) "Highly Compensated Participant" means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:
 - (1) one of the 5 highest paid officers;

- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).
- (c) "Medical Expenses" means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant who elects to contribute to a Health Savings Account may only be reimbursed for medical expenses that are considered to be for dental, vision or preventive care expenses as allowed under Code Section 223; however, once such Participant has satisfied the minimum annual deductible under Code Section 223, all medical expenses may be reimbursed.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

6.4 LIMITATION ON ALLOCATIONS

- (a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is the statutory amount under Code Section 125(i), as adjusted for increases in the cost of living. The cost of living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).
- (b) Participation in Other Plans. All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the statutory limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to the statutory limit (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to the statutory limit (as adjusted) under each Employer's Health Flexible Spending Account.
- (c) Grace Period. Payment of expenses from a previous year in the first months of the next Plan Year, the limit above applies to the Plan Year including the Grace Period. Amounts carried into the next Plan Year as part of the Grace Period shall not affect the limit for that next Plan Year.

6.5 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.
- (b) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process

shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

- (a) Expenses must be incurred during Plan Year. All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year including the Grace Period shall be reimbursed during the Plan Year subject to Section 2.6, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.
- (b) Reimbursement available throughout Plan Year. The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.
- (c) Payments. Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.
- (d) Grace Period. Notwithstanding anything in this Section to the contrary, Medical Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (e) Claims for reimbursement. Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

ARTICLE VII DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

7.1 ESTABLISHMENT OF ACCOUNT

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

7.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

- (a) "Dependent Care Flexible Spending Account" means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.
- (b) "Earned Income" means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

- (c) "Employment-Related Dependent Care Expenses" means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:
 - (1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;
 - (2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and
 - (3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.
 - (d) "Qualifying Dependent" means, for Dependent Care Flexible Spending Account purposes,
 - (1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;
 - (2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or
 - (3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).
- (e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

7.9 LIMITATION ON PAYMENTS

(a) Code limits. Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$7,500 (\$3,750 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

7.10 NONDISCRIMINATION REQUIREMENTS

- (a) Intent to be nondiscriminatory. It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).
- (b) 25% test for shareholders. It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.
- (c) Adjustment to avoid test failure. If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year including the Grace Period and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
 - (g) If the services were being performed in a day care center, a statement:
 - (1) that the day care center complies with all applicable laws and regulations of the state of residence,

- (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
- (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
- (1) the Spouse's salary or wages if he or she is employed, or
- (2) if the Participant's Spouse is not employed, that
 - (i) he or she is incapacitated, or
 - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) Grace Period. Notwithstanding anything in this Section to the contrary, Employment-Related Dependent Care Expenses incurred during the Grace Period, up to the remaining account balance, shall also be deemed to have been incurred during the Plan Year to which the Grace Period relates.
- (j) Claims for reimbursement. If a Participant fails to submit a claim within 60 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator.

ARTICLE VIII BENEFITS AND RIGHTS

8.1 CLAIM FOR BENEFITS

- (a) Insurance claims. Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.
- (b) Dependent Care Flexible Spending Account or Health Flexible Spending Account claims. Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 90 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 60 days after the end of the Grace Period, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:
 - (1) specific references to the pertinent Plan provisions on which the denial is based;
 - (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
 - (3) an explanation of the Plan's claim procedure.
- (c) Appeal. Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:
 - (1) request a review upon written notice to the Administrator;
 - (2) review pertinent documents; and
 - (3) submit issues and comments in writing.
- (d) Review of appeal. A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.
- (e) Forfeitures. Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year and Grace Period (if applicable) shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth

above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

8.2 APPLICATION OF BENEFIT PLAN SURPLUS

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan. No amounts attributable to the Health Savings Account shall be subject to the benefit plan surplus.

ARTICLE IX ADMINISTRATION

9.1 PLAN ADMINISTRATION

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing acceptance in writing (or such other form as acceptable to both parties) with the Employer. An Administrator may resign by delivering a resignation in writing (or such other form as acceptable to both parties) to the Employer or be removed by the Employer by delivery of notice of removal (in writing or such other form as acceptable to both parties), to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconciles any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;
- (h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

9.2 EXAMINATION OF RECORDS

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

9.3 PAYMENT OF EXPENSES

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

9.4 INSURANCE CONTROL CLAUSE

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

9.5 INDEMNIFICATION OF ADMINISTRATOR

The Employer agrees to indemnify and to defend to the fullest extent permitted by law any Employee serving as the Administrator or as a member of a committee designated as Administrator (including any Employee or former Employee who previously served as Administrator or as a member of such committee) against all liabilities, damages, costs and expenses (including attorney's fees and amounts paid in settlement of any claims approved by the Employer) occasioned by any act or omission to act in connection with the Plan, if such act or omission is in good faith.

ARTICLE X AMENDMENT OR TERMINATION OF PLAN

10.1 AMENDMENT

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

10.2 TERMINATION

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

ARTICLE XI MISCELLANEOUS

11.1 PLAN INTERPRETATION

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

11.2 GENDER, NUMBER AND TENSE

Wherever any words are used herein in one gender, they shall be construed as though they were also used in all genders in all cases where they would so apply; whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply; and whenever any words are used herein in the past or present tense, they shall be construed as though they were also used in the other form in all cases where they would so apply.

11.3 WRITTEN DOCUMENT

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

11.4 EXCLUSIVE BENEFIT

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

11.5 PARTICIPANT'S RIGHTS

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

11.6 ACTION BY THE EMPLOYER

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

11.7 EMPLOYER'S PROTECTIVE CLAUSES

- (a) Insurance purchase. Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.
- (b) Validity of insurance contract. The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

11.8 NO GUARANTEE OF TAX CONSEQUENCES

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

11.10 FUNDING

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

11.11 GOVERNING LAW

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Minnesota.

11.12 SEVERABILITY

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

11.15 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

11.16 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

11.17 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

- (a) Application. If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.
- (b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.
- (c) PHI disclosed for administrative purposes. Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Protected Health Information that consists of genetic information will not be used or disclosed for underwriting purposes.
- (d) PHI disclosed to certain workforce members. The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.
 - (1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.
 - (2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:
 - (i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;
 - (ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;
 - (iii) mitigation of any harm caused by the breach, to the extent practicable; and
 - (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
 - (e) Certification. The Employer must provide certification to the Plan that it agrees to:
 - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
 - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information:

- (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
- (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
- (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards:
- (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
- (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
- (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
- (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

11.18 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) Implementation. The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) Agents or subcontractors shall meet security standards. The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) Employer shall ensure security standards. The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.17.

11.19 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act.

11.20 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

11.21 WOMEN'S HEALTH AND CANCER RIGHTS ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

11.22 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan docum	nent is hereby executed this	day of	
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	By EMPLOYE	R	
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WITNESSES AS TO EMPLOYER			

CITY OF CROSSLAKE CAFETERIA PLAN SUMMARY PLAN DESCRIPTION

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XI SUMMARY

CITY OF CROSSLAKE CAFETERIA PLAN

INTRODUCTION

We have amended the "Flexible Benefits Plan" that we previously established for you and other eligible employees. Under this Plan, you will be able to choose among certain benefits that we make available. The benefits that you may choose are outlined in this Summary Plan Description. We will also tell you about other important information concerning the amended Plan, such as the rules you must satisfy before you can join and the laws that protect your rights.

One of the most important features of our Plan is that the benefits being offered are generally ones that you are already paying for, but normally with money that has first been subject to income and Social Security taxes. Under our Plan, these same expenses will be paid for with a portion of your pay before Federal income or Social Security taxes are withheld. This means that you will pay less tax and have more money to spend and save.

Read this Summary Plan Description carefully so that you understand the provisions of our amended Plan and the benefits you will receive. This SPD describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language in this SPD and the technical, legal language of the Plan document conflict, the Plan document always governs. Also, if there is a conflict between an insurance contract and either the Plan document or this Summary Plan Description, the insurance contract will control. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This SPD describes the current provisions of the Plan which are designed to comply with applicable legal requirements. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or other federal agencies. We may also amend or terminate this Plan. If the provisions of the Plan that are described in this SPD change, we will notify you.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this SPD does not answer all of your questions, please contact the Administrator (or other plan representative). The name and address of the Administrator can be found in the Article of this SPD entitled "General Information About the Plan."

I ELIGIBILITY

1. When can I become a participant in the Plan?

Before you become a Plan member (referred to in this Summary Plan Description as a "Participant"), there are certain rules which you must satisfy. First, you must meet the eligibility requirements and be an active employee. After that, the next step is to actually join the Plan on the "entry date" that we have established for all employees. The "entry date" is defined in Question 3 below. You will also be required to complete certain application forms before you can enroll in the Plan.

2. What are the eligibility requirements for our Plan?

You will be eligible to join the Plan once you have completed 6 month(s) of employment. Of course, if you were already a participant before this amendment, you will remain a participant.

3. When is my entry date?

Once you have met the eligibility requirements, your entry date will be the first day of the pay period coinciding with or following the date you met the eligibility requirements.

4. Are there any employees who are not eligible?

Yes, there are certain employees who are not eligible to join the Plan. They are:

- -- Employees who are part-time. A part-time employee is someone who works, or is expected to work, less than 30 hours a week.
- -- Employees who are seasonal. A seasonal employee is someone who works, or is expected to work, less than 120 consecutive days..

5. What must I do to enroll in the Plan?

Before you can join the Plan, you must complete an application to participate in the Plan. The application includes your personal choices for each of the benefits which are being offered under the Plan. You must also authorize us to set some of your earnings aside in order to pay for a portion of the benefits you have elected.

II OPERATION

1. How does this Plan operate?

Before the start of each Plan Year, you will be able to elect to have some of your upcoming pay contributed to the Plan. These amounts will be used to pay for the benefits you have chosen. The portion of your pay that is paid to the Plan is not subject to Federal income or Social Security taxes. In other words, this allows you to use tax-free dollars to pay for certain kinds of benefits and expenses which you normally pay for with out-of-pocket, taxable dollars. Also, we will make additional Employer contributions to the Plan that you may use to increase the amounts used to pay benefits. However, if you receive a reimbursement for an expense under the Plan, you cannot claim a Federal income tax credit or deduction on your return. (See the Article entitled "General Information About Our Plan" for the definition of "Plan Year.")

III CONTRIBUTIONS

1. How much of my pay may the Employer redirect?

Each year, you may elect to have us contribute on your behalf enough of your compensation to pay for the benefits that you elect under the Plan after application of the Employer Contribution. These amounts will be deducted from your pay over the course of the year.

2. How much will the Employer contribute each year?

We may contribute a discretionary amount which we will determine prior to the beginning of each Plan Year. This contribution can be used for the Health Savings Account and will be made on a pro rata basis during the year. If you elect not to participate, the Employer will not contribute to the Plan on your behalf.

3. What happens to contributions made to the Plan?

Before each Plan Year begins, you will select the benefits you want and how much of the contributions should go toward each benefit. It is very important that you make these choices carefully based on what you expect to spend on each covered benefit or expense during the Plan Year. Later, they will be used to pay for the expenses as they arise during the Plan Year.

4. When must I decide which accounts I want to use?

You are required by Federal law to decide before the Plan Year begins, during the election period (defined below). You must decide two things. First, which benefits you want and, second, how much should go toward each benefit.

5. When is the election period for our Plan?

You will make your initial election on or before your entry date. (You should review Section I on Eligibility to better understand the eligibility requirements and entry date.) Then, for each following Plan Year, the election period is established by the Administrator and applied uniformly to all Participants. It will normally be a period of time prior to the beginning of each Plan Year. The Administrator will inform you each year about the election period. (See the Article entitled "General Information About Our Plan" for the definition of Plan Year.)

6. May I change my elections during the Plan Year?

Generally, you cannot change the elections you have made after the beginning of the Plan Year. However, there are certain limited situations when you can change your elections. You are permitted to change elections if you have a "change in status" and you make an election change that is consistent with the change in status. Currently, Federal law considers the following events to be a change in status:

- -- Marriage, divorce, death of a spouse, legal separation or annulment;
- -- Change in the number of dependents, including birth, adoption, placement for adoption, or death of a dependent;
- -- Any of the following events for you, your spouse or dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, a change in worksite, or any other change in employment status that affects eligibility for benefits;
- -- One of your dependents satisfies or ceases to satisfy the requirements for coverage due to change in age, student status, or any similar circumstance; and
- -- A change in the place of residence of you, your spouse or dependent that would lead to a change in status, such as moving out of a coverage area for insurance.

In addition, if you are participating in the Dependent Care Flexible Spending Account, then there is a change in status if your dependent no longer meets the qualifications to be eligible for dependent care.

However, with respect to the Health Savings Account, you may modify or revoke your elections without having to have a change in status.

There are detailed rules on when a change in election is deemed to be consistent with a change in status. In addition, there are laws that give you rights to change health coverage for you, your spouse, or your dependents. If you change coverage due to rights you have under the law, then you can make a corresponding change in your elections under the Plan. If any of these conditions apply to you, you should contact the Administrator.

If the cost of a benefit provided under the Plan increases or decreases during a Plan Year, then we will automatically increase or decrease, as the case may be, your salary redirection election. If the cost increases significantly, you will be permitted to either make corresponding changes in your payments or revoke your election and obtain coverage under another benefit package option with similar coverage, or revoke your election entirely.

If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, then you may revoke your elections and elect to receive on a prospective basis coverage under another plan with similar coverage. In addition, if we add a new coverage option or eliminate an existing option, you may elect the newly-added option (or elect another option if an option has been eliminated) and make corresponding election changes to other options providing similar coverage. If you are not a Participant, you may elect to join the Plan. There are also certain situations when you may be able to change your elections on account of a change under the plan of your spouse's, former spouse's or dependent's employer.

These rules on change due to cost or coverage do not apply to the Health Flexible Spending Account, and you may not change your election to the Health Flexible Spending Account if you make a change due to cost or coverage for insurance or if you decide to participate in the Health Savings Account.

You may not change your election under the Dependent Care Flexible Spending Account if the cost change is imposed by a dependent care provider who is your relative.

7. May I make new elections in future Plan Years?

Yes, you may. For each new Plan Year, you may change the elections that you previously made. You may also choose not to participate in the Plan for the upcoming Plan Year. If you do not make new elections during the election period before a new Plan Year begins, we will consider that to mean you have elected not to participate for the upcoming Plan Year.

IV BENEFITS

1. Health Flexible Spending Account

The Health Flexible Spending Account enables you to pay for expenses allowed under Sections 105 and 213(d) of the Internal Revenue Code which are not covered by our insured medical plan or privately held insurance policies and save taxes at the same time. The Health Flexible Spending Account allows you to be reimbursed by the Employer for expenses incurred by you and your dependents.

However, if you participate in a HSA, you can only be reimbursed by the Employer for out-of-pocket dental, vision or preventive care expenses incurred by you and your dependents; however, once you satisfy the statutory deductible, you may be reimbursed for medical expenses incurred by you and your dependents. For 2026, this amount is \$1,700 for individual coverage and \$3,400 for family coverage. After 2026, the dollar limit may increase for cost-of-living adjustments.

Once you have satisfied the deductible if you are a HSA participant, drug costs, including insulin, may be reimbursed.

You may not be reimbursed for the cost of other health care coverage maintained outside of the Plan, or for long-term care expenses. A list of covered expenses is available from the Administrator.

For 2026, the most you can contribute is \$3,400. After 2026, the dollar limit may increase for cost of living adjustments.

In order to be reimbursed for a health care expense, you must submit to the Administrator an itemized bill from the service provider. Amounts reimbursed from the Plan may not be claimed as a deduction on your personal income tax return. Reimbursement from the fund shall be paid at least once a month. Expenses under this Plan are treated as being "incurred" when you are provided with the care that gives rise to the expenses, not when you are formally billed or charged, or you pay for the medical care.

You may be reimbursed for expenses for any child until the end of the calendar year in which the child reaches age 26. A child is a natural child, stepchild, foster child, adopted child, or a child placed with you for adoption. If a child gains or regains eligibility due to these new rules, that qualifies as a change in status to change coverage.

Newborns' and Mothers' Health Protection Act: Group health plans generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

Women's Health and Cancer Rights Act: This plan, as required by the Women's Health and Cancer Rights Act of 1998, will reimburse up to plan limits for benefits for mastectomy-related services including reconstruction and surgery to achieve symmetry between the breasts, prostheses, and complications resulting from a mastectomy (including lymphedema). Contact your Plan Administrator for more information.

2. Dependent Care Flexible Spending Account

The Dependent Care Flexible Spending Account enables you to pay for out-of-pocket, work-related dependent day-care cost with pre-tax dollars. If you are married, you can use the account if you and your spouse both work or, in some situations, if your spouse goes to school full-time. Single employees can also use the account.

An eligible dependent is someone for whom you can claim expenses on Federal Income Tax Form 2441 "Credit for Child and Dependent Care Expenses." Children must be under age 13. Other dependents must be physically or mentally unable to care for themselves. Dependent Care arrangements which qualify include:

- (a) A Dependent (Day) Care Center, provided that if care is provided by the facility for more than six individuals, the facility complies with applicable state and local laws;
- (b) An Educational Institution for pre-school children. For older children, only expenses for non-school care are eligible; and
- (c) An "Individual" who provides care inside or outside your home: The "Individual" may not be a child of yours under age 19 or anyone you claim as a dependent for Federal tax purposes.

You should make sure that the dependent care expenses you are currently paying for qualify under our Plan.

The law places limits on the amount of money that can be paid to you in a calendar year from your Dependent Care Flexible Spending Account. Generally, your reimbursements may not exceed the lesser of: (a) \$7,500 (if you are married filing a joint return or you are head of a household) or \$3,750 (if you are married filing separate returns); (b) your taxable compensation; (c) your spouse's actual or deemed earned income (a spouse who is a full time student or incapable of caring for himself/herself has a monthly earned income of \$250 for one dependent or \$500 for two or more dependents).

Also, in order to have the reimbursements made to you from this account be excludable from your income, you must provide a statement from the service provider including the name, address, and in most cases, the taxpayer identification number of the service provider on your tax form for the year, as well as the amount of such expense as proof that the expense has been incurred. In addition, Federal tax laws permit a tax credit for certain dependent care expenses you may be paying for even if you are not a Participant in this Plan. You may save more money if you take advantage of this tax credit rather than using the Dependent Care Flexible Spending Account under our Plan. Ask your tax adviser which is better for you.

3. Premium Expense Account

A Premium Expense Account allows you to use tax-free dollars to pay for certain premium expenses under various insurance programs that we offer you. These premium expenses include:

- -- Health care premiums under our insured group medical plan.
- -- Certain health benefit premiums under privately held insurance policies.
- -- Dental insurance premiums.
- -- Disability insurance premiums.
- -- Disability insurance premiums under privately held insurance policies.
- -- Cancer insurance premiums.

Under our Plan, we will establish sub-accounts for you for each different type of insurance coverage that is available. Also, certain limits on the amount of coverage may apply.

The Administrator may terminate or modify Plan benefits at any time, subject to the provisions of any insurance contracts providing benefits described above. We will not be liable to you if an insurance company fails to provide any of the benefits described above. Also, your insurance will end when you leave employment, are no longer eligible under the terms of any insurance policies, or when insurance terminates.

Any benefits to be provided by insurance will be provided only after (1) you have provided the Administrator the necessary information to apply for insurance, and (2) the insurance is in effect for you.

"Privately held insurance policies" do not include coverage obtained through a spouse's employment. Cost of these policies will only be reimbursed on adequate proof of coverage. Please see your Administrator as to which policies qualify.

If you cover your children up to age 26 under your insurance, you can pay for that coverage through the Plan.

4. May I direct Plan contributions to my Health Savings Account?

Yes. Any monies that you do not apply toward available benefits can be contributed to your Health Savings Account, which enables you to pay for expenses which are not covered by our insured medical plan or privately held insurance policies and save taxes at the same time. Please see your Plan Administrator for further details.

V BENEFIT PAYMENTS

1. When will I receive payments from my accounts?

During the course of the Plan Year, you may submit requests for reimbursement of expenses you have incurred. Expenses are considered "incurred" when the service is performed, not necessarily when it is paid for. The Administrator will provide you with acceptable forms for submitting these requests for reimbursement. If the request qualifies as a benefit or expense that the Plan has agreed to pay, you will receive a reimbursement payment soon thereafter. Remember, these reimbursements which are made from the Plan are generally not subject to federal income tax or withholding. Nor are they subject to Social Security taxes. Requests for payment of insured benefits should be made directly to the insurer. You will only be reimbursed from the Dependent Care Flexible Spending Account to the extent that there are sufficient funds in the Account to cover your request.

2. What happens if I don't spend all Plan contributions during the Plan Year?

If you have not spent all the amounts in your Health Flexible Spending Account or Dependent Care Flexible Spending Account by the end of the Plan Year, you may continue to incur claims for expenses during the "Grace Period." The "Grace Period" extends 2 1/2 months after the end of the Plan Year, during which time you can continue to incur claims and use up all amounts remaining in your Health Flexible Spending Account or Dependent Care Flexible Spending Account.

Any monies left at the end of the Plan Year and the Grace Period will be forfeited, except for amounts contributed to your Health Savings Account. Obviously, qualifying expenses that you incur late in the Plan Year or during the Grace Period for which you seek reimbursement after the end of such Plan Year and Grace Period will be paid first before any amount is forfeited. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 60 days after the end of the Grace Period. Because it is possible that you might forfeit amounts in the Plan if you do not fully use the contributions that have been made, it is important that you decide how much to place in each account carefully and conservatively. Remember, you must decide which benefits you want to contribute to and how much to place in each account before the Plan Year begins. You want to be as certain as you can that the amount you decide to place in each account will be used up entirely.

3. Uniformed Services Employment and Reemployment Rights Act (USERRA)

If you are going into or returning from military service, you may have special rights to health care coverage under your Health Flexible Spending Account under the Uniformed Services Employment and Reemployment Rights Act of 1994. These rights can include extended health care coverage. If you may be affected by this law, ask your Administrator for further details.

4. What happens if I terminate employment?

If you terminate employment during the Plan Year, your right to benefits will be determined in the following manner:

- (a) You will remain covered by insurance, but only for the period for which premiums have been paid prior to your termination of employment.
- (b) You will still be able to request reimbursement for qualifying dependent care expenses incurred from the balance remaining in your dependent care account at the time of termination of employment. However, no further salary redirection and contributions will be made on your behalf after you terminate. You must submit claims within 60 days after the end of the Grace Period.
- (c) Your Health Savings Account amounts will remain yours even after your termination of employment.
- (d) For health benefit coverage and Health Flexible Spending Account coverage on termination of employment, please see the Article entitled "Continuation Coverage Rights Under COBRA." Upon your termination of employment, your participation in the Health Flexible Spending Account will cease, and no further salary redirection and contributions will be contributed on your behalf. However, you will be able to submit claims for health care expenses that were incurred before the end of the period for which payments to the Health Flexible Spending Account have already been made. Your further participation will be governed by "Continuation Coverage Rights Under COBRA."

5. Will my Social Security benefits be affected?

Your Social Security benefits may be slightly reduced because when you receive tax-free benefits under our Plan, it reduces the amount of contributions that you make to the Federal Social Security system as well as our contribution to Social Security on your behalf.

VI HIGHLY COMPENSATED AND KEY EMPLOYEES

1. Do limitations apply to highly compensated employees?

Under the Internal Revenue Code, highly compensated employees and key employees generally are Participants who are officers, shareholders or highly paid. You will be notified by the Administrator each Plan Year whether you are a highly compensated employee or a key employee.

If you are within these categories, the amount of contributions and benefits for you may be limited so that the Plan as a whole does not unfairly favor those who are highly paid, their spouses or their dependents. Federal tax laws state that a plan will be considered to unfairly favor the key employees if they as a group receive more than 25% of all of the nontaxable benefits provided for under our Plan.

Plan experience will dictate whether contribution limitations on highly compensated employees or key employees will apply. You will be notified of these limitations if you are affected.

VII PLAN ACCOUNTING

1. Periodic Statements

The Administrator will provide you with a statement of your account periodically during the Plan Year that shows your account balance. It is important to read these statements carefully so you understand the balance remaining to pay for a benefit. Remember, you want to spend all the money you have designated for a particular benefit by the end of the Plan Year.

VIII GENERAL INFORMATION ABOUT OUR PLAN

This Section contains certain general information which you may need to know about the Plan.

1. General Plan Information

City of Crosslake Cafeteria Plan is the name of the Plan.

Your Employer has assigned Plan Number 501 to your Plan.

The provisions of your amended Plan become effective on January 1, 2016. Your Plan was originally effective on May 1, 1998.

Your Plan's records are maintained on a twelve-month period of time. This is known as the Plan Year. The Plan Year begins on January 1 and ends on December 31.

2. Employer Information

Your Employer's name, address, and identification number are:

City of Crosslake 37028 County Road 66 Crosslake, Minnesota 56442 41-6005624

3. Plan Administrator Information

The name, address and business telephone number of your Plan's Administrator are:

City of Crosslake 37028 County Road 66 Crosslake, Minnesota 56442 (218) 692-2777

The Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Administrator will also answer any questions you may have about our Plan. You may contact the Administrator for any further information about the Plan.

4. Service of Legal Process

The name and address of the Plan's agent for service of legal process are:

City of Crosslake 37028 County Road 66 Crosslake, Minnesota 56442

5. Type of Administration

The type of Administration is Employer Administration.

6. Claims Submission

Claims for expenses should be submitted to:

City of Crosslake 37028 County Road 66 Crosslake, Minnesota 56442

IX ADDITIONAL PLAN INFORMATION

1. Claims Process

You should submit all reimbursement claims during the Plan Year. For the Health Flexible Spending Account, you must submit claims no later than 90 days after the end of the Plan Year. For the Dependent Care Flexible Spending Account, you must submit claims no later than 60 days after the end of the Grace Period. Any claims submitted after that time will not be considered.

Claims that are insured will be handled in accordance with procedures contained in the insurance policies. All other general requests should be directed to the Administrator of our Plan. If a dependent care or medical expense claim under the Plan is denied in whole or in part, you or your beneficiary will receive written notification. The notification will include the reasons for the denial, with reference to the specific provisions of the Plan on which the denial was based, a description of any additional information needed to process the claim and an explanation of the claims review procedure. Within 60 days after denial, you or your beneficiary may submit a written request for reconsideration of the denial to the Administrator.

Any such request should be accompanied by documents or records in support of your appeal. You or your beneficiary may review pertinent documents and submit issues and comments in writing. The Administrator will review the claim and provide, within 60 days, a written response to the appeal. (This period may be extended an additional 60 days under certain circumstances.) In this response, the Administrator will explain the reason for the decision, with specific reference to the provisions of the Plan on which the decision is based. The Administrator has the exclusive right to interpret the appropriate plan provisions. Decisions of the Administrator are conclusive and binding.

X CONTINUATION COVERAGE RIGHTS UNDER COBRA

Under federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), certain employees and their families covered under health benefits under this Plan will be entitled to the opportunity to elect a temporary extension of health coverage (called "COBRA continuation coverage") where coverage under the Plan would otherwise end. This notice is intended to inform Plan Participants and beneficiaries, in summary fashion, of their rights and obligations under the continuation coverage provisions of COBRA, as amended and reflected in final and proposed regulations published by the Department of the Treasury. This notice is intended to reflect the law and does not grant or take away any rights under the law.

The Plan Administrator or its designee is responsible for administering COBRA continuation coverage. Complete instructions on COBRA, as well as election forms and other information, will be provided by the Plan Administrator or its designee to Plan Participants who become Qualified Beneficiaries under COBRA. While the Plan itself is not a group health plan, it does provide health benefits. Whenever "Plan" is used in this section, it means any of the health benefits under this Plan including the Health Flexible Spending Account.

1. What is COBRA continuation coverage?

COBRA continuation coverage is the temporary extension of group health plan coverage that must be offered to certain Plan Participants and their eligible family members (called "Qualified Beneficiaries") at group rates. The right to COBRA continuation coverage is triggered by the occurrence of a life event that results in the loss of coverage under the terms of the Plan (the "Qualifying Event"). The coverage must be identical to the coverage that the Qualified Beneficiary had immediately before the Qualifying Event, or if the coverage has been changed, the coverage must be identical to the coverage provided to similarly situated active employees who have not experienced a Qualifying Event (in other words, similarly situated non-COBRA beneficiaries).

There may be other options available when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

2. Who can become a Qualified Beneficiary?

In general, a Qualified Beneficiary can be:

(a) Any individual who, on the day before a Qualifying Event, is covered under a Plan by virtue of being on that day either a covered Employee, the Spouse of a covered Employee, or a Dependent child of a covered Employee. If, however, an individual

who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

(b) Any child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, and any individual who is covered by the Plan as an alternate recipient under a qualified medical support order. If, however, an individual who otherwise qualifies as a Qualified Beneficiary is denied or not offered coverage under the Plan under circumstances in which the denial or failure to offer constitutes a violation of applicable law, then the individual will be considered to have had the coverage and will be considered a Qualified Beneficiary if that individual experiences a Qualifying Event.

The term "covered Employee" includes any individual who is provided coverage under the Plan due to his or her performance of services for the employer sponsoring the Plan. However, this provision does not establish eligibility of these individuals. Eligibility for Plan coverage shall be determined in accordance with Plan Eligibility provisions.

An individual is not a Qualified Beneficiary if the individual's status as a covered Employee is attributable to a period in which the individual was a nonresident alien who received from the individual's Employer no earned income that constituted income from sources within the United States. If, on account of the preceding reason, an individual is not a Qualified Beneficiary, then a Spouse or Dependent child of the individual will also not be considered a Qualified Beneficiary by virtue of the relationship to the individual. A domestic partner is not a Qualified Beneficiary.

Each Qualified Beneficiary (including a child who is born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage) must be offered the opportunity to make an independent election to receive COBRA continuation coverage.

3. What is a Qualifying Event?

A Qualifying Event is any of the following if the Plan provided that the Plan participant would lose coverage (i.e., cease to be covered under the same terms and conditions as in effect immediately before the Qualifying Event) in the absence of COBRA continuation coverage:

- (a) The death of a covered Employee.
- (b) The termination (other than by reason of the Employee's gross misconduct), or reduction of hours, of a covered Employee's employment.
- (c) The divorce or legal separation of a covered Employee from the Employee's Spouse. If the Employee reduces or eliminates the Employee's Spouse's Plan coverage in anticipation of a divorce or legal separation, and a divorce or legal separation later occurs, then the divorce or legal separation may be considered a Qualifying Event even though the Spouse's coverage was reduced or eliminated before the divorce or legal separation.
- (d) A covered Employee's enrollment in any part of the Medicare program.
- (e) A Dependent child's ceasing to satisfy the Plan's requirements for a Dependent child (for example, attainment of the maximum age for dependency under the Plan).

If the Qualifying Event causes the covered Employee, or the covered Spouse or a Dependent child of the covered Employee, to cease to be covered under the Plan under the same terms and conditions as in effect immediately before the Qualifying Event, the persons losing such coverage become Qualified Beneficiaries under COBRA if all the other conditions of COBRA are also met. For example, any increase in contribution that must be paid by a covered Employee, or the Spouse, or a Dependent child of the covered Employee, for coverage under the Plan that results from the occurrence of one of the events listed above is a loss of coverage.

The taking of leave under the Family and Medical Leave Act of 1993, as amended ("FMLA") does not constitute a Qualifying Event. A Qualifying Event will occur, however, if an Employee does not return to employment at the end of the FMLA leave and all other COBRA continuation coverage conditions are present. If a Qualifying Event occurs, it occurs on the last day of FMLA leave and the applicable maximum coverage period is measured from this date (unless coverage is lost at a later date and the Plan provides for the extension of the required periods, in which case the maximum coverage date is measured from the date when the coverage is lost.) Note that the covered Employee and family members will be entitled to COBRA continuation coverage even if they failed to pay the employee portion of premiums for coverage under the Plan during the FMLA leave.

4. What factors should be considered when determining to elect COBRA continuation coverage?

When considering options for health coverage, Qualified Beneficiaries should consider:

Premiums: This plan can charge up to 102% of total plan premiums for COBRA coverage. Other options, like coverage on a spouse's plan or through the Marketplace, may be less expensive. Qualified Beneficiaries have special enrollment rights under federal law (HIPAA). They have the right to request special enrollment in another group health plan for which they are otherwise eligible (such as a plan sponsored by a spouse's employer) within 30 days after Plan coverage ends due to one of the Qualifying Events listed above.

- <u>Provider Networks</u>: If a Qualified Beneficiary is currently getting care or treatment for a condition, a change in health
 coverage may affect access to a particular health care provider. You may want to check to see if your current health care
 providers participate in a network in considering options for health coverage.
- <u>Drug Formularies</u>: For Qualified Beneficiaries taking medication, a change in health coverage may affect costs for medication – and in some cases, the medication may not be covered by another plan. Qualified beneficiaries should check to see if current medications are listed in drug formularies for other health coverage.
- <u>Severance payments</u>: If COBRA rights arise because the Employee has lost his job and there is a severance package
 available from the employer, the former employer may have offered to pay some or all of the Employee's COBRA payments
 for a period of time. This can affect the timing of coverage available in the Marketplace. In this scenario, the Employee may
 want to contact the Department of Labor at 1-866-444-3272 to discuss options.
- Medicare Eligibility: You should be aware of how COBRA coverage coordinates with Medicare eligibility. If you are eligible for Medicare at the time of the Qualifying Event, or if you will become eligible soon after the Qualifying Event, you should know that you have 8 months to enroll in Medicare after your employment –related health coverage ends. Electing COBRA coverage does not extend this 8-month period. For more information, see medicare.gov/sign-up-change-plan.
- <u>Service Areas</u>: If benefits under the Plan are limited to specific service or coverage areas, benefits may not be available to a Qualified Beneficiary who moves out of the area.
- Other Cost-Sharing: In addition to premiums or contributions for health coverage, the Plan requires participants to pay
 copayments, deductibles, coinsurance, or other amounts as benefits are used. Qualified beneficiaries should check to see
 what the cost-sharing requirements are for other health coverage options. For example, one option may have much lower
 monthly premiums, but a much higher deductible and higher copayments.

Are there other coverage options besides COBRA Continuation Coverage? Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for Qualified Beneficiaries through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

5. What is the procedure for obtaining COBRA continuation coverage?

The Plan has conditioned the availability of COBRA continuation coverage upon the timely election of such coverage. An election is timely if it is made during the election period.

6. What is the election period and how long must it last?

The election period is the time period within which the Qualified Beneficiary must elect COBRA continuation coverage under the Plan. The election period must begin no later than the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event and ends 60 days after the later of the date the Qualified Beneficiary would lose coverage on account of the Qualifying Event or the date notice is provided to the Qualified Beneficiary of her or his right to elect COBRA continuation coverage. If coverage is not elected within the 60 day period, all rights to elect COBRA continuation coverage are forfeited.

Note: If a covered Employee who has been terminated or experienced a reduction of hours qualifies for a trade readjustment allowance or alternative trade adjustment assistance under a federal law called the Trade Act of 2002, as extended by the Trade Preferences Extension Act of 2015, and the employee and his or her covered dependents have not elected COBRA coverage within the normal election period, a second opportunity to elect COBRA coverage will be made available for themselves and certain family members, but only within a limited period of 60 days or less and only during the six months immediately after their group health plan coverage ended. Any person who qualifies or thinks that he or she and/or his or her family members may qualify for assistance under this special provision should contact the Plan Administrator or its designee for further information about the special second election period. If continuation coverage is elected under this extension, it will not become effective prior to the beginning of this special second election period.

7. Is a covered Employee or Qualified Beneficiary responsible for informing the Plan Administrator of the occurrence of a Qualifying Event?

The Plan will offer COBRA continuation coverage to Qualified Beneficiaries only after the Plan Administrator or its designee has been timely notified that a Qualifying Event has occurred. The Employer (if the Employer is not the Plan Administrator) will notify the Plan Administrator or its designee of the Qualifying Event within 30 days following the date coverage ends when the Qualifying Event is:

- (a) the end of employment or reduction of hours of employment,
- (b) death of the employee,
- (c) commencement of a proceeding in bankruptcy with respect to the Employer, or
- (d) entitlement of the employee to any part of Medicare.

IMPORTANT:

For the other Qualifying Events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you or someone on your behalf must notify the Plan Administrator or its designee in writing within 60 days after the Qualifying Event occurs, using the procedures specified below. If these procedures are not followed or if the notice is not provided in writing to the Plan Administrator or its designee during the 60-day notice period, any spouse or dependent child who loses coverage will not be offered the option to elect continuation coverage. You must send this notice to the Plan Administrator or its designee.

NOTICE PROCEDURES:

Any notice that you provide must be <u>in writing</u>. Oral notice, including notice by telephone, is not acceptable. You must mail, fax or hand-deliver your notice to the person, department or firm listed below, at the following address:

City of Crosslake 37028 County Road 66 Crosslake, Minnesota 56442

If mailed, your notice must be postmarked no later than the last day of the required notice period. Any notice you provide must state:

- the name of the plan or plans under which you lost or are losing coverage,
- the name and address of the employee covered under the plan.
- the name(s) and address(es) of the Qualified Beneficiary(ies), and
- · the Qualifying Event and the date it happened.

If the Qualifying Event is a divorce or legal separation, your notice must include a copy of the divorce decree or the legal separation agreement.

Be aware that there are other notice requirements in other contexts, for example, in order to qualify for a disability extension.

Once the Plan Administrator or its designee receives <u>timely notice</u> that a Qualifying Event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each Qualified Beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage for their spouses, and parents may elect COBRA continuation coverage on behalf of their children. For each Qualified Beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date that plan coverage would otherwise have been lost. If you or your spouse or dependent children do not elect continuation coverage within the 60-day election period described above, the right to elect continuation coverage will be lost.

8. Is a waiver before the end of the election period effective to end a Qualified Beneficiary's election rights?

If, during the election period, a Qualified Beneficiary waives COBRA continuation coverage, the waiver can be revoked at any time before the end of the election period. Revocation of the waiver is an election of COBRA continuation coverage. However, if a waiver is later revoked, coverage need not be provided retroactively (that is, from the date of the loss of coverage until the waiver is revoked). Waivers and revocations of waivers are considered made on the date they are sent to the Plan Administrator or its designee, as applicable.

9. Is COBRA coverage available if a Qualified Beneficiary has other group health plan coverage or Medicare?

Qualified Beneficiaries who are entitled to elect COBRA continuation coverage may do so even if they are covered under another group health plan or are entitled to Medicare benefits on or before the date on which COBRA is elected. However, a Qualified Beneficiary's COBRA coverage will terminate automatically if, after electing COBRA, he or she becomes entitled to Medicare or becomes covered under other group health plan coverage.

10. When may a Qualified Beneficiary's COBRA continuation coverage be terminated?

During the election period, a Qualified Beneficiary may waive COBRA continuation coverage. Except for an interruption of coverage in connection with a waiver, COBRA continuation coverage that has been elected for a Qualified Beneficiary must extend for at least the period beginning on the date of the Qualifying Event and ending not before the earliest of the following dates:

- (a) The last day of the applicable maximum coverage period.
- (b) The first day for which Timely Payment is not made to the Plan with respect to the Qualified Beneficiary.
- (c) The date upon which the Employer ceases to provide any group health plan (including a successor plan) to any employee.
- (d) The date, after the date of the election, that the Qualified Beneficiary first becomes entitled to Medicare (either part A or part B, whichever occurs earlier).

- (e) In the case of a Qualified Beneficiary entitled to a disability extension, the later of:
 - (1) (i) 29 months after the date of the Qualifying Event, or (ii) the first day of the month that is more than 30 days after the date of a final determination under Title II or XVI of the Social Security Act that the disabled Qualified Beneficiary whose disability resulted in the Qualified Beneficiary's entitlement to the disability extension is no longer disabled, whichever is earlier: or
 - (2) the end of the maximum coverage period that applies to the Qualified Beneficiary without regard to the disability extension.

The Plan can terminate for cause the coverage of a Qualified Beneficiary on the same basis that the Plan terminates for cause the coverage of similarly situated non-COBRA beneficiaries, for example, for the submission of a fraudulent claim.

In the case of an individual who is not a Qualified Beneficiary and who is receiving coverage under the Plan solely because of the individual's relationship to a Qualified Beneficiary, if the Plan's obligation to make COBRA continuation coverage available to the Qualified Beneficiary ceases, the Plan is not obligated to make coverage available to the individual who is not a Qualified Beneficiary.

11. What are the maximum coverage periods for COBRA continuation coverage?

The maximum coverage periods are based on the type of the Qualifying Event and the status of the Qualified Beneficiary, as shown below.

- (a) In the case of a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period ends 18 months after the Qualifying Event if there is not a disability extension and 29 months after the Qualifying Event if there is a disability extension.
- (b) In the case of a covered Employee's enrollment in the Medicare program before experiencing a Qualifying Event that is a termination of employment or reduction of hours of employment, the maximum coverage period for Qualified Beneficiaries ends on the later of:
 - (1) 36 months after the date the covered Employee becomes enrolled in the Medicare program. This extension does not apply to the covered Employee; or
 - (2) 18 months (or 29 months, if there is a disability extension) after the date of the covered Employee's termination of employment or reduction of hours of employment.
- (c) In the case of a Qualified Beneficiary who is a child born to or placed for adoption with a covered Employee during a period of COBRA continuation coverage, the maximum coverage period is the maximum coverage period applicable to the Qualifying Event giving rise to the period of COBRA continuation coverage during which the child was born or placed for adoption.
- (d) In the case of any other Qualifying Event than that described above, the maximum coverage period ends 36 months after the Qualifying Event.

12. Under what circumstances can the maximum coverage period be expanded?

If a Qualifying Event that gives rise to an 18-month or 29-month maximum coverage period is followed, within that 18- or 29-month period, by a second Qualifying Event that gives rise to a 36-months maximum coverage period, the original period is expanded to 36 months, but only for individuals who are Qualified Beneficiaries at the time of and with respect to both Qualifying Events. In no circumstance can the COBRA maximum coverage period be expanded to more than 36 months after the date of the first Qualifying Event. The Plan Administrator must be notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

13. How does a Qualified Beneficiary become entitled to a disability extension?

A disability extension will be granted if an individual (whether or not the covered Employee) who is a Qualified Beneficiary in connection with the Qualifying Event that is a termination or reduction of hours of a covered Employee's employment, is determined under Title II or XVI of the Social Security Act to have been disabled at any time during the first 60 days of COBRA continuation coverage. To qualify for the disability extension, the Qualified Beneficiary must also provide the Plan Administrator with notice of the disability determination on a date that is both within 60 days after the date of the determination and before the end of the original 18-month maximum coverage. This notice must be sent to the Plan Administrator or its designee in accordance with the procedures above.

14. Does the Plan require payment for COBRA continuation coverage?

For any period of COBRA continuation coverage under the Plan, Qualified Beneficiaries who elect COBRA continuation coverage may be required to pay up to 102% of the applicable premium and up to 150% of the applicable premium for any expanded period of COBRA continuation coverage covering a disabled Qualified Beneficiary due to a disability extension. Your Plan Administrator will inform you of the cost. The Plan will terminate a Qualified Beneficiary's COBRA continuation coverage as of the first day of any period for which timely payment is not made.

15. Must the Plan allow payment for COBRA continuation coverage to be made in monthly installments?

Yes. The Plan is also permitted to allow for payment at other intervals.

16. What is Timely Payment for COBRA continuation coverage?

Timely Payment means a payment made no later than 30 days after the first day of the coverage period. Payment that is made to the Plan by a later date is also considered Timely Payment if either under the terms of the Plan, covered Employees or Qualified Beneficiaries are allowed until that later date to pay for their coverage for the period or under the terms of an arrangement between the Employer and the entity that provides Plan benefits on the Employer's behalf, the Employer is allowed until that later date to pay for coverage of similarly situated non-COBRA beneficiaries for the period.

Notwithstanding the above paragraph, the Plan does not require payment for any period of COBRA continuation coverage for a Qualified Beneficiary earlier than 45 days after the date on which the election of COBRA continuation coverage is made for that Qualified Beneficiary. Payment is considered made on the date on which it is postmarked to the Plan.

If Timely Payment is made to the Plan in an amount that is not significantly less than the amount the Plan requires to be paid for a period of coverage, then the amount paid will be deemed to satisfy the Plan's requirement for the amount to be paid, unless the Plan notifies the Qualified Beneficiary of the amount of the deficiency and grants a reasonable period of time for payment of the deficiency to be made. A "reasonable period of time" is 30 days after the notice is provided. A shortfall in a Timely Payment is not significant if it is no greater than the lesser of \$50 or 10% of the required amount.

17. Must a Qualified Beneficiary be given the right to enroll in a conversion health plan at the end of the maximum coverage period for COBRA continuation coverage?

If a Qualified Beneficiary's COBRA continuation coverage under a group health plan ends as a result of the expiration of the applicable maximum coverage period, the Plan will, during the 180-day period that ends on that expiration date, provide the Qualified Beneficiary with the option of enrolling under a conversion health plan if such an option is otherwise generally available to similarly situated non-COBRA beneficiaries under the Plan. If such a conversion option is not otherwise generally available, it need not be made available to Qualified Beneficiaries.

18. How is my participation in the Health Flexible Spending Account affected?

You can elect to continue your participation in the Health Flexible Spending Account for the remainder of the Plan Year, subject to the following conditions. You may only continue to participate in the Health Flexible Spending Account if you have elected to contribute more money than you have taken out in claims. For example, if you elected to contribute an annual amount of \$500 and, at the time you terminate employment, you have contributed \$300 but only claimed \$150, you may elect to continue coverage under the Health Flexible Spending Account. If you elect to continue coverage, then you would be able to continue to receive your health reimbursements up to the \$500. However, you must continue to pay for the coverage, just as the money has been taken out of your paycheck, but on an after-tax basis. The Plan can also charge you an extra amount (as explained above for other health benefits) to provide this benefit.

IF YOU HAVE QUESTIONS

If you have questions about your COBRA continuation coverage, you should contact the Plan Administrator or its designee. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website at www.dol.gov/ebsa.

KEEP YOUR PLAN ADMINISTRATOR INFORMED OF ADDRESS CHANGES

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator or its designee.

XI SUMMARY

The money you earn is important to you and your family. You need it to pay your bills, enjoy recreational activities and save for the future. Our flexible benefits plan will help you keep more of the money you earn by lowering the amount of taxes you pay. The Plan is the result of our continuing efforts to find ways to help you get the most for your earnings.

If you have any questions, please contact the Administrator.



Crosslake Police Department Monthly Report: November 2025

911 Hangup	3	Property Damage Accident	4
Agency Assist	14	Public Assist	4
Alarm	20	Stolen Recovered	1
Animal Complaint	3	Suspicious Activity	2
Assault	2	Suspicious Person	3
ATV	1	Suspicious Vehicle	5
Background	1	Theft	3
Burglary	1	Traffic Warning	62
Burning Complaint	1	Traffic Citation	11
Civil Problem	2	Trespass	1
Damage To Property	2	Vehicle Off Road	1
Domestic	1	Void	1
Driving Complaint	3	Welfare Check	
Drug Information	1		
EMS	22		
Extra Patrol	1		
Gas Leak	1		
Gun Permits	2		
Harassing Communications	1		
Hazard In Road	1		
Housewatch	2		
HRO Violation	2		
Indecent Conduct	2		
Information	10		
Missing Persons	1		
Motorist Assist	1		
Open Door	3		
Ordinance Violation	1		
Parking Complaint	3	TOTAL	210



Crosslake Police Department Mission Township Monthly Report: November 2025

Agency Assist	5
Driving Complaint	2
Housewatch	1
Motorist Assist	2
Open Door	1
Traffic Warning	29
Traffic Citation	7
Welfare Check	2

TOTAL: 49



Crosslake Police Department Manhattan Beach Monthly Report: November 2025

Agency Assist	1
Other	1
Traffic Arrest	1
Traffic Warning	12
Traffic Citation	1

TOTAL: 18

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Crosslake Fire Department Date: November 2025

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Description of Incident 3 - Rescue & Emergency Medical Services 19 294	FIRE	micia	
311 - Medical Assist - Assist EMS Crew 19 294	Description of Incident	Calls	YTD
300 - Rescue, EMS Incident 322/323 - Motor Vehicle Accident with Injuries 4 7 7 7 7 7 7 7 7 7	3 - Rescue & Emergency Medical Services		
1 7 7 7 7 7 7 7 7 7	311 - Medical Assist - Assist EMS Crew	19	294
324 - Motor Vehicle Accident with No Injuries 4 351 - Remove from Elevator 341/361/362/381 - Search for Person/Water Rescue/Ice Rescue/Standby 1 5 Total: 21 310	300 - Rescue, EMS Incident		
351 - Remove from Elevator 341/361/362/381 - Search for Person/Water Rescue/Ice Rescue/Standby 1 5 1 1 1 1 1 1 1 1	322/323 - Motor Vehicle Accident with Injuries	1	7
1	324 - Motor Vehicle Accident with No Injuries		4
Total: 21 310	351 - Remove from Elevator		
1 - Fire	341/361/362/381 - Search for Person/Water Rescue/Ice Rescue/Standby	1	5
111 - Building Fire 2 2 7 112 113 113 113 114 113 114 113 115 115 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 113 114 115 11	Total:	21	310
111 - Building Fire (Mutual Aid)	1 - Fire		
112/118/113/114/123/151/154/162 - Fire Other / Chimney Fire 3 141/142/143 - Forest, Woods, Brush, Grass Fire 3 3 130/131/134/138/142 - Mobile Property/Automobile Fire/Off Road Vehicle 2 Total: 0 17 4 - Hazardous Condition (No Fire) 411 - Gasoline or other Flammable Liquid Spill 412 - Gas Leak (Natural Gas or LPG) 1 10 424 - Carbon Monoxide Incident 1 10 444 - Power Line Down/Trees on Road 4 445 - Arcing, Shorted Electrical Equipment 1 15 5 - Service Call 561 - Unauthorized Burning 531/521 - Smoke or Odor Removal / Water Problem 1 15 551 - Agency Assist 4 22 150/553 - Public Service/ Public Assist / 571 - Standby 3 46 551 - Agency Assist 4 22 16 6 - Good Intent Call 6 6 - Good Intent Call 6 6 6 6 6 6 6 6 6	111 - Building Fire		2
141/142/143 - Forest, Woods, Brush, Grass Fire	111 - Building Fire (Mutual Aid)		7
130/131/134/138/142 - Mobile Property/Automobile Fire/Off Road Vehicle 2 Total: 0 17 4 - Hazardous Condition (No Fire)	112/118/113/114/123/151/154/162 - Fire Other / Chimney Fire		3
Total: 0 17	141/142/143 - Forest, Woods, Brush, Grass Fire		3
### 4 - Hazardous Condition (No Fire) #### 1 - Gasoline or other Flammable Liquid Spill #### 2 - Gas Leak (Natural Gas or LPG) #### 2 - Carbon Monoxide Incident #### 4 - Power Line Down/Trees on Road ### 5 - Arcing, Shorted Electrical Equipment ### 5 - Service Call ### 5 - Service Call ### 5 - Service Call ### 5 - Service Public Assist / 571 - Standby ### 6 - Good Intent Call ### 6 - Good Intent Call ### 6 - Good Intent Call ### 1 - Dispatched and Cancelled en route ### 5 - Service Burning ### 6 - Good Intent Call ### 6 - Good Intent Call ### 6 - Good Intent Call ### 7 - False Alarm & False Ca	130/131/134/138/142 - Mobile Property/Automobile Fire/Off Road Vehicle		2
#11 - Gasoline or other Flammable Liquid Spill #12 - Gas Leak (Natural Gas or LPG)	Total:	0	17
1	4 - Hazardous Condition (No Fire)		
1	411 - Gasoline or other Flammable Liquid Spill		
444 - Power Line Down/Trees on Road	412 - Gas Leak (Natural Gas or LPG)	1	10
1	424 - Carbon Monoxide Incident		1
Total: 1 15 15 15 15 15 15 15	444 - Power Line Down/Trees on Road		4
5 - Service Call 561 - Unauthorized Burning 1 531/521 - Smoke or Odor Removal / Water Problem 1 542/550/553 - Public Service/ Public Assist / 571 - Standby 3 46 551 - Agency Assist 4 22 Total: 7 69 6 - Good Intent Call 611 - Dispatched and Cancelled en route 16 600/631 - Good Intent Call/Authorized Burning 3 651/652 - Smoke scare, Odor of smoke 3 361 - EMS Party Transport - Aircare - Traffic Control 19 Total: 0 7 - False Alarm & False Call 7/11/735/740/743/740/745 - Smoke Detector Activation - No Fire 14 7/46 - Carbon Monoxide Detector Activation - No CO 1 6 7/31/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 8 - Severe Weather & Natural Disaster 314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6	445 - Arcing, Shorted Electrical Equipment		
1	Total:	1	15
1	5 - Service Call		
1	561 - Unauthorized Burning		
Total: 7 69 Company Figure	531/521 - Smoke or Odor Removal / Water Problem		1
Total: 7 69 6 - Good Intent Call 5 16 16 16 16 16 16 16	542/550/553 - Public Service/ Public Assist / 571 - Standby	3	46
6 - Good Intent Call 611 - Dispatched and Cancelled en route 16 600/631 - Good Intent Call/Authorized Burning 3 651/652 - Smoke scare, Odor of smoke 3 661 - EMS Party Transport - Aircare - Traffic Control 19 Total: 0 38 7 - False Alarm & False Call 711/735/740/743/740/745 - Smoke Detector Activation - No Fire 14 746 - Carbon Monoxide Detector Activation - No CO 1 6 731/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 2 8 - Severe Weather & Natural Disaster 1 814 - Lightning Strike (No Fire) 1 813/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	551 - Agency Assist	4	22
16 16 16 16 16 16 16 16	Total:	7	69
Solution	6 - Good Intent Call		
Solution	611 - Dispatched and Cancelled en route		16
19 19 19 19 19 19 19 19	600/631 - Good Intent Call/Authorized Burning		
Total: 0 38 7 - False Alarm & False Call 711/735/740/743/740/745 - Smoke Detector Activation - No Fire 14 746 - Carbon Monoxide Detector Activation - No CO 1 6 731/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 8 - Severe Weather & Natural Disaster 1 314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	651/652 - Smoke scare, Odor of smoke		3
7 - False Alarm & False Call 711/735/740/743/740/745 - Smoke Detector Activation - No Fire 14 746 - Carbon Monoxide Detector Activation - No CO 1 6 731/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 8 - Severe Weather & Natural Disaster 314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	661 - EMS Party Transport - Aircare - Traffic Control		19
11/735/740/743/740/745 - Smoke Detector Activation - No Fire	Total:	0	38
746 - Carbon Monoxide Detector Activation - No CO 1 6 731/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 8 - Severe Weather & Natural Disaster 314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	7 - False Alarm & False Call		
746 - Carbon Monoxide Detector Activation - No CO 1 6 731/732 - Sprinkler Activation due to Malfunction 2 Total: 1 22 8 - Severe Weather & Natural Disaster 314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	711/735/740/743/740/745 - Smoke Detector Activation - No Fire		14
Total:1228 - Severe Weather & Natural Disaster314 - Lightning Strike (No Fire)1313/815 - Wind Storm/Severe Weather Standby6Total:07	746 - Carbon Monoxide Detector Activation - No CO	1	
8 - Severe Weather & Natural Disaster 314 - Lightning Strike (No Fire) 313/815 - Wind Storm/Severe Weather Standby Total: 0 7	731/732 - Sprinkler Activation due to Malfunction		2
314 - Lightning Strike (No Fire) 1 313/815 - Wind Storm/Severe Weather Standby 6 Total: 0 7	Total:	1	22
313/815 - Wind Storm/Severe Weather Standby Total: 0 7	8 - Severe Weather & Natural Disaster		
313/815 - Wind Storm/Severe Weather Standby Total: 0 7	814 - Lightning Strike (No Fire)		1
	813/815 - Wind Storm/Severe Weather Standby		6
Total Incidental 20 470	Total:	0	7
I OTAL INCIDENTS: 1 SU T 4/X	Total Incidents:	30	478

Crosslake Incident Type Report

Incident Type	Total Incidents	Total Incidents % of Incidents	Total Property Loss	Total Content Loss	Total Loss
Incident Type Category: 3 - Rescue & Emerg	jency Medical Serv	ice Incident			
311 - Medical assist, assist EMS crew	19	63.3%			
322 - Motor vehicle accident with injuries	1	3.3%			
341 - Search for person on land	1	3.3%			
	Total: 21	Total: 70.0%	Total: 0	Total: 0	Total: 0
Incident Type Category: 4 - Hazardous Cond	ition (No Fire)				
412 - Gas leak (natural gas or LPG)	1	3.3%			
	Total: 1	Total: 3.3%	Total: 0	Total: 0	Total: 0
Incident Type Category: 5 - Service Call					
551 - Assist police or other governmental agency	4	13.3%			
553 - Public service	3	10.0%			
	Total: 7	Total: 23.3%	Total: 0	Total: 0	Total: 0
Incident Type Category: 7 - False Alarm & Fa	lse Call				
746 - Carbon monoxide detector activation, no CO	1	3.3%			
	Total: 1	Total: 3.3%	Total: 0	Total: 0	Total: 0
	Total: 30	Total: 100.0%	Total: 0	Total: 0	Total: 0

Report Filters

Basic Incident Date Time:

is between '11/01/2025' and '11/30/2025'

Agency Name:

is equal to 'CROSSLAKE'

Report Criteria

Incident Type (Fd1.21):

Is Not Blank

C.9.



CROSSLAKE PUBLIC SAFETY COMMISSION

Minutes - October 1, 2025 9:00AM

Attendees: Curt Mowers, Rob Kniefel, Bob Heales, Aaron Herzog, Kevin Lee, Jen LeBlanc

- 1. Call to Order 0900
- 2. Approve Minutes September 3, 2025 **Motion by Heales, seconded by Mowers MOTION CARRIES**
- 3. NMAS Coverage in Crosslake
 - Kevin Lee stated that there have been two meetings thus far with other municipalities, townships and cities that would be participating. The meetings have gone very well and there is lots of support. Chief Lohmiller sent an e-mail to the committee providing a levy estimate with the amount each property would have to pay. Next meeting scheduled for October 27th. They will have better numbers then. 2026 budget is being finalized now, this levy would not take effect until 2027. Lee said he will send the group an updated coverage map. He states the map will be updated to include Timothy Township as well as City of Breezy Point. Center and Mission will be removed. Discussion ensued. Tabled for update at November meeting.

4. Law Enforcement

Jen LeBlanc spoke on behalf of Chief Maier. She stated that we are still
waiting on Public Works to complete curb painting and install signage. It
was discussed within the group that these projects should take priority
and should be completed before winter. Bob stated he will contact Lori
to speak to Pat Wehner about getting these projects completed.

Motion for Bob to contact Lori in reference escalating outstanding PW projects – **Motion by Herzog, seconded by Mowers – MOTION CARRIES**

- 5. AED for Town Square
 - Lori Conway forwarded a voicemail to the committee she received from the Deerwood Fire Chief about purchasing and installing an outdoor AED in Town Square. Discussion ensued. The group discussed that there are already AEDs in businesses in Town Square. AEDs can't be placed outside due to extreme weather. NMAS provides pre-arrival instructions to 911 callers, and we have great response from local first responders.

Motion: The PSC does not recommend the city get involved in the purchase and/or up-keep of AEDs on private property – **Motion by Kniefel, seconded by Herzog – MOTION CARRIES**

- 6. Old Business
 - Passing lane on Co Rd 3/Riverwood Ct county issue
- 7. Motion to Adjourn at 0934 Motion by Herzog, seconded by Mowers



STATED MINUTES

City of Crosslake Planning Commission/Board of Adjustment

October 22, 2025 9:00 A.M.

Crosslake City Hall 13888 Daggett Bay Road Crosslake, MN 56442

1. Present: Chair David Fuhs; Vice Chair Jeff McGrath; Kristin Graham; Joseph O'Leary; Jeremy Johnson; Alternate Joel Knippel; Alternate Cooper Hanning; and Liaison Council Member Jayme Knapp

Absent: None

Staff: Jody Grund, Planning & Zoning Administrator and Cheryl Stuckmayer, Planner-Zoning Coordinator

2. 9-26-2025 Minutes & Findings – Motion by Johnson; supported by McGrath to approve the minutes & findings as written. All members voting "Aye", Motion carried.

VARIANCE APPLICATIONS

Staff does not make decisions as to whether a variance application gets approved or denied. Staff's job is to inform the applicant of the requirements for submitting a variance, assess whether the application is complete when it is submitted and then presenting the facts of the application to the Planning Commission/Board of Adjustment (PC/BOA).

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

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

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, could appeal their decision, per Article 8 of the Land Use Ordinance.

- 3. Old Business-Variances are heard on their individual requests, past variances 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
 - 4.1 Darrin & Amanda Drews Trust Variance for setbacks to the lake, road right-a-way, side yard & dwelling
 - 4.2 Lauri C Garvey Rev Trust (Jim) Variance for a lake setback & increased impervious

October 22, 2025 Planning Commission/Board Of Adjustment Meeting

- 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

Darrin Alan & Amanda Kay Drews Trust **14070610**

Fuhs announced the variance request and explained the public hearing procedure. Grund read the variance request, project details, shoreland district, existing & proposed impervious percentages, stormwater management submitted, septic compliance dated 8-13-2025 is on file, updated septic design submitted, notices sent out per city ordinance and Minnesota State Statue 462 requirements with one comment received, and history of the parcel into the record. Fuhs invited Schmidt of Wes Hanson Builders, the applicant/owner's builder to the podium. Schmidt-lot is tight as we saw at the on-site vesterday, impervious is being decreased, tried to make the request better where and when we could; Fuhs-request for a 2 story garage; Schmidt-at this time it is a bonus area; Fuhs-is the finished square footage included; Grund-foot print is what is looked at; Fuhs-maximum of 35 feet in height is allowed; Schmidt-yes meets height; O'Leary-use the building envelope for the proposal; Schmidt-would have to do a triangle structure, but did use current building foot print-added to the foot print-connected the garage; O'Leary-the variance request lists 7 items that are being asked for; Fuhs-variance requirements need to be met, the current requested items are better than the current build; Grund-would need a variance for the existing by today's standards; McGrath-existing to proposed size is not a big ask; O'Leary-quiet a big house, asking for side yard setback; Schmidt-basic living limits were looked at; Graham-nice job done; McGrath-septic tank is proposed; Fuhs-stormwater management submitted; Schmidt-detailed the packet stormwater management plan (SWMP) that was submitted, use gutters/downspouts to slow the runoff down; Fuhs-gutters on all roof surfaces; Schmidt-yes all surfaces, detailed how much water retainage per location; O'Leary-concern on the area behind the proposed garage so close to the side yard for the SWMP; Schmidt-SWMP direction and storage explained, crawl space will be 3 feet above OHW, berm could go deeper/wider from lot line to lot line if requested; Fuhs-yes if you could make it bigger, wider, deeper would be what I would like; Schmidt-pond 2 to grow would be no problem, pond 2 is not being drained into the city drainage, can control with gutters/downspouts or grow any portion of the SWMP; O'Leary-concern of size of structure with the size of the lot; Graham-it is already big, this is making the best of the lot, improving the neighborhood; Commissioners discussion-could rebuild as is, total demo, no volume increase if rebuild existing. Fuhs opened the public hearing with no response; therefore, the public hearing was closed. Fuhs asked if any of the commissioners had additional questions. Hanning, P&Z commissioner alternate-what is the age of the existing house, septic & structure would be new, improve the area. Fuhs requested Grund to initiate the findings of fact procedure with the board members deliberating and responding to each question. Discussion on possible conditions pertaining to the SWMP and shoreline buffer with motion to approve as stated with these items to be looked at by the staff when a permit it submitted.

October 22, 2025 Action: Motion by O'Leary; supported by Graham to approve the variance for:

- Lake setback of 63 feet where 75 feet is required to proposed dwelling
- Side yard setback of 7.2 feet where 10 feet is required to proposed dwelling
- Road right-of-way setback of 14.2 feet where 35 feet is required to proposed dwelling
- Road right-of-way setback of 3.2 feet where 10 feet is required for proposed septic system
- Side yard setback of 4.0 feet where 10 feet is required for the proposed septic system

October 22, 2025 Planning Commission/Board Of Adjustment Meeting

- Drainfield setback of 11.5 feet where 20 feet is required for the proposed dwelling
- Road right-of-way setback of 17.0 feet where 35 feet is required to the proposed patio

To construct & allow:

- Ground cover of 2,107 square foot (sf) 3 level dwelling including a 2-story attached garage
- 144 square foot deck
- 198 square foot patio/walkway
- New updated septic system

Per the findings of fact as discussed, the on-site conducted on 10-21-2025 and as shown on the certificate of survey received at the Planning & Zoning office dated 10-1-2025 for property located at 37223 Twin Bay Dr, City of Crosslake

Conditions:

Chapter 26 – Land Use; Sec. 26-227 Variance Decision - Variances must be substantially completed within two years of receiving approval – the approval of this variance will expire on 10-22-2027

Findings: See attached/packet

All members voting "Aye", Motion carried.

Lauri C Garvey Rev Trust (Jim) 14310663

Fuhs announced the variance request. Grund read the variance request, project details, impervious percentage, stormwater management plan (SWMP) submitted, updated septic design, notices sent out per city ordinance and Minnesota State Statue 462 requirements with two comments received, and history of the parcel into the record. Fuhs invited B-Dirt Construction, the applicant/owner's builder to the podium. Ranweiler of B-Dirt Construction-detailed the proposal, the proposed SWMP to add crushed rock on the lake side, outside electric power supply to be redone; Fuhs-all structures removed except the boathouse, personal feeling that when the lot is basically bare (structures demo'd) we would say move the structures back to within the building envelope, there is room to move the ask back from the lake; Graham-blank canvas so proposal could be moved back; Ranweiler-many borings were done for the septic location but not a lot of area to put a full septic system, process/history of trying to look for a good septic location; P&Z Commissioners and Ranweiler discussion of septic, moving proposal back to use more of the building envelope, setbacks from the lake from/dwelling/septic, impervious ask for increase, SWMP; Lauri Garvey, owner-structure is close to lake, is sight line used, history of their need; Fuhs-yes, challenge on how neighbor got their structure location, consider but not a given; O'Leary-not us against you, we care but we need the best for the community; Graham-the view of the lake will not go away; Ranweilerwe would like to withdraw.

October 22, 2025 Action:

No motion made as the application was withdrawn by Ranweiler, their representative/builder on the variance for:

- Lake setback of 32 feet where 75 feet is required to proposed dwelling
- Impervious increase to a total of 30.0% where 25% is allowed

To construct:

- Dwelling of 1712 square foot (sf) main floor, 1250 sf second story, 39 sf entry porch; covered deck of 460 sf; and attached garage of 750 sf
- Impervious increase which will be a proposed total of 30.0% per 9.8.2025 Certificate of Survey for buildings, covered porch, covered deck and bituminous

Break taken

Fuhs reconvened

Other Business:

Staff report

- *Development Review Team (DRT) had 2 October monthly meeting
- *Special Meeting November 10th—None needed as the applicant did not make the deadline
- *Permits nothing significant to report (NSTR), but approximately 15 currently in October
- *McGrath-Crow Wing County SWMP document could possibly be used to improve our SWMP handouts, is a member of the RR2 committee-but nothing to update at this time
- *Future workshop to be scheduled for an ordinance discussion on possibly: living in commercial districts, definition on living, garbage containers/fencing, storage containers
- *Enforcement-Give Grund time to settle in before tackling past bulk enforcement concerns that were discussed at past meetings.

Next Month:

November 3 – Public Hearing Application deadline

November 10 – City Council Meeting

November 12 – Development Review Team (DRT)

November 20 – On-site visit

November 21 – PC/BOA Meeting

Open Forum:

1. Jackson, Crosslake Mayor-thanked the board members and staff for their work; Little Yukon lot appearance discussion, general city conversation

Matters not on the Agenda:

1. There were no matters not on the agenda

Motion by O'Leary; supported by McGrath to adjourn at 11:30 A.M.

All members voting "Aye", Motion carried.

Respectfully submitted,

Cheryl Stuckmayer

Cheryl Stuckmayer Planner-Zoning Coordinator



Parks & Recreation/Library Commission Meeting Minutes

Date: October 22, 2025

Location: Crosslake Community Center Called to Order: 8:58 AM by Peter

1. Approval of August Meeting Minutes

Joe moved to approve the minutes with one correction on Page 2: Change to: "Joe and Jan run the best book fair."

Seconded by David. All in favor. Motion passed.

2. Old Business

There were no updates.

3. New Business

A. Pickleball Advisory Committee Discussion

Peter: As four additional courts are completed, questions arose about whether a formal board is needed.

Consensus: No board, but an advisory committee should be formed to communicate needs and ideas to Parks & Rec and City Council.

Joe suggested a Parks & Rec/Library liaison — Mary Jo was mentioned as a possible volunteer representative.

TJ asked if it should be an *official subcommittee* of Parks & Rec or at minimum a volunteer group with an appointed liaison.

Kera emphasized a formal structure for continuity and stability given pickleball's major role at the Community Center.

Joe noted this could bring younger leaders into community involvement.

Peter encouraged the group to meet monthly.

Motion: Kera moved to form a formal advisory committee for pickleball with a designated Parks & Rec liaison.

Seconded by Joe. **All in favor.** Motion passed.

B. Park Master Plan — Phase II

TJ has been working with Sourcewell and the Gordian process, which would provide real cost estimates, avoid a binding contract through the RFP process which would allow the ability to revise plans.

Motion: Joe moved to recommend pursuing using the Gordian process for Phase II Seconded by David. **All in favor.** Motion passed.

C. Robert Street ROW Concerns

Resident concerns about increased commercial traffic:

- difficulty accessing the water with personal watercraft
- increased wear on road recently improved and partially funded with assessments
- · heightened risk of invasive species

Prior permitting (2018) showed only 5 users — but traffic is clearly higher.

Enforcement of permitting is ineffective.

Joe: Can we track % of commercial use and shift them to other access points?

Peter: Consider time limits and caps on commercial launches.

TJ: Will consult with WAPOA, Water Quality Group, Public Works and City Council for solutions.

Questions raised:

- Remote parking?
- City investment into the ROW road condition?

Action: TJ will return to the next meeting with potential options and additional information.

D. Sundance Ridge Homes — Park Dedication

Location: Behind the fire station / city hall area.

Current evaluation shows no useful trail or recreation potential.

Motion: Joe moved to collect park dedication funds in lieu of land.

David seconded. All in favor. Motion passed.

E. 2026 Goals & Areas of Focus (PAL Alignment)

PAL identified three priorities for 2026:

- 1. Phase II of the Parks Master Plan
- 2. Nature Playground
- 3. South Bay Park

South Bay Park needs signage — and could benefit from seasonal activation (kayak route/trail experience).

Review next month after Phase II plan distribution.

Crosslakers may provide partnership/funding opportunities.

F. Trail Connectivity Discussion

Jim Anderson (recently passed) began efforts with Widseth to create safe walkability connecting: Mad Rabbits - Barstow - Loon Center - County Rd 3 - Campground Effort slowed since his passing; Jackie has resurfaced the initiative.

Question: Who develops and who funds?

Loon Center has grant opportunities.

Motion: David moved to pursue planning efforts and explore easements options.

Kera seconded. All in favor. Motion passed.

G. Kiosk & Bench Program

Community members can purchase a bench for \$900 with engraved slats at \$80/slat; the fee includes labor and concrete.

Bench with Kiosks are now an opportunity.

Existing example in front of the school.

Need to plan potential kiosk locations + areas to avoid.

Motion: Joe moved to develop a kiosk placement map.

Seconded by David. All in favor. Motion passed.

4. Other Business / Updates

A. Family Fest / Events

~200 attendees

Bounce house, Babinski Foundation, WonderTrek, games, face painting Will host again next year.

B. Brainerd Lakes Area Vulnerable Users Plan

Informational kickoff held two weeks ago

Frustration: 7 of 9 invited municipalities did not attend

Will move forward with RFP for professional services by January

Plan approval targeted for October 2026

Participation cost: None for surrounding communities

C. CSAH 3 Trail Development

Highway Safety Improvement Plan aims to move pedestrians/bikes off the shoulder of the road Widseth recently met with representatives from CWC to discuss project specifics Construction expected in 2027

D. Trail Feasibility Plan

Ideas gathered at kickoff

Next meeting in one month with recommendations

InputID platform will be made public in November to gather feedback from patrons

Comments from Commission Members

Joe suggested reconsidering the meeting time — possibly returning to 2:00 PM if more accessible.

Peter noted TJ added additional evening pickleball gym time and continues to search for more indoor/winter options.

TJ noted that Heidi will be added to a future agenda to provide updates on the Crosslake Community School, when available.

Peter added that additional evening indoor pickleball opportunities continue to be offered.

Open Forum

Joelle - School District Update

Entering playoff season:

Tennis team is going to State

Football playoff game is Saturday

Boys and Girls Cross Country were both Conference Champions

Debate team has experienced great success this year

First volleyball playoff game is tonight

Community Education updates:

Auditions will be held for *The Tin Woodmen of Oz* — written by a Pine River resident inspired by *The Wizard of Oz*

February: Little Tykes programs begin Men's basketball league for all ages Adult pickleball offered on Sundays

Adjournment

Motion to adjourn at 10:05 AM by Kera Porter.

Seconded by David. All in favor. Meeting adjourned.

END OF MINUTES

CITY OF CROSSLAKE PUBLIC WORKS COMMISSION MEETING MINUTES MONDAY, NOVEMBER 3, 2025 4:00 P.M. – CITY HALL

Pursuant to due notice and call, the Public Works Commission held its regular monthly meeting on Monday, November 3, 2025, in City Hall. The following Commission Members were present: Tom Swenson, Dave Schrupp, Gordon Wagner, Mary Prescott & Tim Berg. Also in attendance were Public Works Director Pat Wehner, City Engineer Phil Martin & Liaison Robin Sylvester. Also in attendance were City Administrator Lori Conway and Parks Director TJ Graumann.

The meeting was called to order at 4:00 P.M. by Tom Swenson.

A MOTION WAS MADE BY GORDON WAGNER AND SECONDED BY MARY PRESCOTT TO APPROVE THE MEETING MINUTES FROM OCTOBER 6, 2025
THE MOTION WAS CARRIED WITH ALL AYES.

City Administrator Lori Conway gave an update on the Mad Rabbit Sewer Claim and apologized for how long it has been taking to have an answer. With several attempts, she stated the complaint is out for personal service. It will be delivered, and the contractor will have 10 days to respond and if there is no response from either party or from their attorney, then we will file it with the courts in the amount of \$42,406.08. Both parties, Trenchless Pipe Repair and Alex Olson will be served since Trenchless Pipe Repair owned the equipment being used by Alex Olson. Lori will give an update at the December Public Works meeting.

Parks Director TJ Graumann had discussion regarding the Robert Street Public Access and mentioned that the residents were concerned about the increased commercial traffic and large barges are going to peal up asphalt and damage the road with the extra traffic. They are continuing to use this access since the DNR are not there to check each boat before and after going on & off from lake to lake. They know that they are not decontaminating their barges before moving onto another lake. TJ is looking for recommendations and help on this matter. Can we do some research and look for some suggestions to help eliminate the invasive species spreading from lake to lake. Do we contact WAPOA and the DNR? The Barges taking docks and lifts in and out are the main concerns. Starry Stone Wort has been found in Cross Lake in 2024 and WAPOA took immediate action to eliminate the spread. He asked what do we do to mitigate the concerns? Do we hire for select hours for inspections at this access. The barges would then find another access that isn't inspecting. We would need to hire for all accesses to eliminate this problem. Or do we post signs that the accesses are open during certain hours for commercial use at each access. Dave made a motion to close this access during the summer months and open for just the winter months. The motion died for lack of a second. TJ wanted to communicate this and is looking for help and guidance for decisions. He will discuss with WAPOA and have more discussion in January or February Public Works meeting.

Pat informed the Commission that he is still waiting on receiving a cost estimate for the filter repairs at the sewer plant. We will discuss this again at the December meeting next month.

Pat discussed Simonson Lumber Sewer Connection and mentioned that they are all connected to the sewer and now being metered each month.

Pat mentioned that the meters will be here in the next few days and should be ready to be installed in the next couple of weeks.

Pat discussed VRBO's and connections to the sewer system being installed and water meters on their wells as they are running a business along County Road 66 was discussed and Pat hasn't received the prices to provide Mayor Purfeerst the price per unit. More discussion at the December meeting.

Pat discussed CSAH 66 between Bald Eagle Drive and Log Landing with extending the sidewalk on the east side. Pat and Phil have had several discussions and asked Lori to speak to Cindy (Chamber of Commerce) and see if the businesses really want a sidewalk. The businesses will not have much room and make it a very tight squeeze by adding a sidewalk without moving the curb. The County doesn't have much interest in digging the road up and moving the curb. There is a stormwater sewer issue by the Dairy Queen that will need to be addressed first. Phil stated the county is just planning a mil and overlay and not doing any curb removal. Therefore, we will not be replacing the trail and Pat should include sealcoating the trail in 2026.

Phil discussed the pricing for Micro Surfacing at \$6.50/sq yd. and Chip Seal at \$3.10/sq yd. The county feels it should last as long as the chip seal but can be driven on 30 minutes after it is applied. Micro Surfacing also has an extra scratch layer. If we choose to go this route with the county, it may not cost us \$6.50 sq/yd. Chip seals last approximately 5.7 years here but that is with less traffic areas and not the businesses. Gordy questioned, why we would pay more for micro surfacing if there are no benefits and the cost is twice as much as chip seal. Phil stated this is just informational and wanted to pass it on for now and we do not need to act on it yet.

Phil gave an update on Bar Stock Curb Improvements and pricing at \$4,275.96 with Two 30-foot-wide driveways on Pioneer Drive.

Loon Center Curb Improvements pricing at \$17,525.29 with one 30-foot-wide driveway opening with sidewalk replacement on Swann Drive and one 30-foot-wide driveway opening and one 5-foot-wide sidewalk on Pioneer Drive. Staff can now invoice Barstock and the Loon Center.

Phil discussed Harbor Lane and mentioned it is complete but is waiting to see if the permanent grass is at least 70% before we close out the project.

Phil gave an update for Private Development Roads and the development that has expressed an interest in turning over their road to the city. He has no updates on River Road and Grand Review. CSAH 3 Frontage Road the city will need to review ordinance language regarding the condition and acceptance when roads sit for a period. Generally, a road must sit for one year once paved and then the following year it should seal coated.

Dan Miller has requested the city take over the road. Based on review, Phil recommended that the crack in the pavement be filled, added a stop sign and mentioned that this road is not in the 5-year plan. If revised it could be added for chip sealing as early as the summer of 2026 but more likely in the summer of 2027 in the amount of approximately \$11,160.

It was also mentioned that we need to come up with language for the city ordinance to deal with the developer being responsible for the cost of chip sealing the road the year after it is paved.

Phil discussed Sunrise Blvd petition from the property owners to improve their road. This road was not part of the original 5-year plan because of the condition or ratings. He did put together a Feasibility Report for Sunrise Blvd at \$294,000 and did include the 20% contingency amount. There are 19 lots and 3 back out lots for Sunrise Blvd. We will present it to the city council and if approved set up preparation for a public hearing. They are not in our 5-year plan and will be assessed using Mn Statute 429. Assessing will be done similar to how Harbor Lane was done. Discussion was made that we increase the 2026 assessments 5% for inflation.

A MOTION WAS MADE BY TOM SWENSON AND SECONDED BY DAVE SCHRUPP TO RECOMMEND TO THE CITY COUNCIL THAT THEY ACCEPT SUNRISE BLVD. FEASIBILITY STUDY AND SCHEDULE THE ASSESSMENT HEARING FOR ROAD IMPROVEMENTS.

A MOTION WAS CARRIED WITH ALL AYES.

Discussion on the original 5-year Road Improvements was added in year-6 and year-7 or would we like to create a new 5-year road plan. Soil borings were completed for year-3 improvements and showed variable pavement depth. Phil presented the year-3 soil boring summary and discussed if bituminous is less than 3-1/2" then that would be a road for just an overlay. If over 3-1/2" then those roads will need M&O. Year-3 approximate cost is \$250,596.38 for Chip Sealcoat and \$419,132.87 for Bituminous Overlay. If all roads from year-5 improvements were done in year 3 that would bring the city close to \$1M. Adding in Wilderness Trail, Sugarloaf Road and Sunrise Blvd will bring the total cost closer to \$1.2M. In the past, Phil tried to keep each Road project closer to \$1M and stated by working with the County, we are saving money, and this may come in a little lower.

Phil mentioned approaching the city council and recommended that we add the additional roads to year-3 improvements, due to the lower cost and move ahead to stay up on the street ratings. Also, costs are still at a reasonably lower price.

A MOTION WAS MADE BY GORDON WAGNER AND SECONDED BY MARY PRESCOTT TO RECOMMEND TO THE CITY COUNCIL TO MODIFY YEAR 3 AND ADD THE ADDITIONAL ROADS WILDERNESS TRAIL AND SUGARLOAF ROAD.

THE CITY MUST PROVIDE TO THE COUNTY A LIST OF ROADS IN YEAR 3 FOR CHIP SEALING AND M&O BY THE END OF NOVEMBER.

A MOTION WAS CARRIED WITH ALL AYES.

Phil did mention that we can move Sunrise Blvd to 2027 if we want to keep the 2026 city costs lower.

Phil discussed year-4 and year-5 and how we want to split the roads up for M&O and possibly add the remaining roads from year-5 M&O to year-4. Will have to make an amended 5-year plan by adding a year 6 and year 7 in order to get the additional roads eligible for issuing bonds.

Pat discussed the Striping Machine and mentioned after having a little practice, his staff will get better at using the machine. The cost to have striping done by a company is \$2,000 for callout and \$0.60 per foot.

A MOTION WAS MADE BY GORDON WAGNER AND SECONDED BY DAVE SCHRUPP TO RECOMMEND TO THE CITY COUNCIL THAT WE RETAIN OUR STRIPING MACHINE AND CONTINUE USING OUR MACHINE.

A MOTION WAS CARRIED WITH ALL AYES.

Discussion on Other Business-

- Loon Center will begin next week with moving dirt and put on hold until Spring
- Public Works Meeting start time to start at 3:00 effective in 2026
- Public Works Commissioner Terms-provide at next meeting

A MOTION WAS MADE BY DAVE SCHRUPP AND SECONDED BY GORDON WAGNER TO ADJOURN THE MEETING AT 5:25 P.M.
A MOTION WAS CARRIED WITH ALL AYES.

Sharyl Murphy

Deputy Clerk/City Treasurer

Sharyl murphy



WASTE PARTNERS INC.

P.O. Box 677

Pine River, MN 56474

Office: 218-587-8727

Fax: 218-587-5122

info@wastepartnersinc.com

To: City of Crosslake

Attention Solid Waste and Recycling 13888 Daggett Bay Road Crosslake, MN 56401 2025 October

City of Crosslake Score Report - From Waste Partners

Materials are deliverd to Pine River Transfer Station and Waste Partners Inc

	Pounds	Tons
Paper & Cardboard 6,0		3.01
Corrugated Cardboard	6,015	
Mixed Paper	0	0.00
Newspaper, Mixed Mail Magazines		
Metal	0	0.00
Appliances, Scrap, Misc.	1	
Commingle	36,186	18.09
5% Aluminum Cans	1,809	0.90
21% Tin Cans	7,599	3.80
61% Mixed Glass	22,074	11.04
10% Plastic	3,619	1.81
Number 1 & Number 2		
3% Reject	1,086	0.54

Total Pounds

42,202

Total Tons

21.10

C. 14

PERSONNEL UPDATES and RECAP Month of December Year 2025

C. 15.

RESOLUTION NO. 25-__ CITY OF CROSSLAKE COUNTY OF CROW WING STATE OF MINNESOTA

RESOLUTION APPROVING LG214 PREMISES PERMIT APPLICATION FOR NORTHERN LAKES YOUTH HOCKEY ASSOC. INC.

On December 8, 2025 the Crosslake City Council approved LG214 Premises Permit Application from **Northern Lakes Youth Hockey Assoc. Inc.** to Conduct Pull Tabs activity at **Riverside Tavern** located at **35322 County Road 3** in Crosslake, MN 56442.

Adopted by the Council this 8th day of December, 2025.

Jackson Purfeerst	
Mayor	

Lori A. Conway City Administrator

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

MN

REQUIRED ATTACHMENTS TO LG214 1. If the premises is leased, attach a copy of your lease. Use LG215 Mail the application and required attachments to: Lease for Lawful Gambling Activity. Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South 2. \$150 annual premises permit fee, for each permit (non-refundable). Roseville, MN 55113 Make check payable to "State of Minnesota." Questions? Call 651-539-1900 and ask for Licensing. ORGANIZATION INFORMATION Organization Name: Northern Lakes Youth Hockey Assoc. Inc. License Number: 02055 Chief Executive Officer (CEO) Tom Zabca Daytime Phone: 612-207-0037 Gambling Manager: John Engstrom Daytime Phone: 218-820-4636 **GAMBLING PREMISES INFORMATION** Current name of site where gambling will be conducted: Riverside Tavern List any previous names for this location: Riverside Inn Street address where premises is located: 35322 County Road 3 (Do not use a P.O. box number or mailing address.) City: Township: County: Zip Code: Crosslake Crow Wing 56442 Does your organization own the building where the gambling will be conducted? No If no, attach LG215 Lease for Lawful Gambling Activity. A lease is not required if only a raffle will be conducted. Is any other organization conducting gambling at this site? Don't know Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played. Has your organization previously conducted gambling at this site? Don't know GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA Bank Name: First National North Bank Account Number: 551754 Bank Street Address: 35197 County Road 3 City: Crosslake _State: MN Zip Code: 56442 ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES Address (Do not use a P.O. box number): City: Zip Code: State: 33452 County Road 3 Crosslake MN 56442 35084 County Road 39 Ideal MN 56472

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises

COUNTY APPROVAL for a gambling premises

located within city limits	located in a township	
City Name: Crosslake Date Approved by City Council:	County Name: Date Approved by County Board:	
Resolution Number:(If none, attach meeting minutes.)	Resolution Number:(If none, attach meeting minutes.)	
Signature of City Personnel:	Signature of County Personnel:	
Title: Date Signed:	Title: Date Signed:	
Local unit of government must sign.	Complete below only if required by the county. On behalf of the township, I acknowledge that the organization i applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)	
	Print Township Name:	
	Title: Date Signed:	

ACKNOWLEDGMENT AND OATH

- I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.
- The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.
- 3. I have read this application and all information submitted to the Board is true, accurate, and complete.
- All required information has been fully disclosed.
- 5. I am the chief executive office of the organization.

- I assume full responsibility for the fair and lawful operation of all activities to be conducted.
- I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.
- Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.
- 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.
- 10. I understand the fee is non-refundable regardless of license approval/denial.

Date

Signature of direct Executive Officer (designee may not sign)

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public

information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;

Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format, i.e. large print, braille, upon request.

BILLS FOR APPROVAL December 8, 2025

VENDORS	DEPT		AMOUNT
Ace Hardware, led bulbs	Park		7.98
Ace Hardware, funnel	Sewer		3.59
Ace Hardware, hardware	PW		7.19
Ace Hardware, grease	Park		17.99
Ace Hardware, tarp, bungee cords	Park		20.82
Ace Hardware, hardware	PW		7.78
Ace Hardware, grease gun	PW		19.79
Ace Hardware, grease gun	PW		209.21
Ace Hardware, extension cord	PW		80.99
Ace Hardware, duct tape	Sewer		31.01
Ace Hardware, led bulbs	Park		13.99
Ace Hardware, socket, wire brush, bit holder	Park		53.60
Ace Hardware, hot water nozzle	Park		12.59
Ace Hardware, hardware	PW		6.28
Ace Hardware, batteries	Sewer		48.57
Ace Hardware, paint, batteries	PW		30.78
American Pressure, pressure washer	Fire		6,398.00
Arrowhead EMS Assn, conference registration	Fire		250.00
Aspen Mills, turnout gear	Fire		1,724.77
Aspen Mills, dress uniform	Fire		359.75
Aspen Mills, dress uniform	Fire		333.10
AutoSmith Vehicle Upfitting, underseat cabinet	Fire		987.24
AW Research, water testing	Sewer		862.74
Baker & Taylor, books	Library		42.93
Bolton & Menk, biosolids report	Sewer		3,597.50
Chris Pence, october consulting fees	PZ	pd 11-12	200.00
City of Crosslake, sewer utilities	ALL		195.00
Clean Team, december cleaning	ALL		4,066.25
Collins Brothers, towing	Police		220.00
Council #65, union dues	Gov't		433.02
Crow Wing County Highway Dept, 2025 road improvements	PW		553,834.45
Crow Wing Power, electric services	ALL	pd 11-18	4,694.05
CTC, web hosting	Gov't		10.00
Culligan, cooler rental and water	ALL		217.00
Dave Nevin, reimburse developers fees	PZ	pd 11-12	1,492.50
Delta Dental, dental insurance	ALL		2,352.05
East Side Oil, filter and anti-freeze recylcing	Gov't		150.00
Essentia, vaccination	Sewer		103.00
Evident, test kits	Police		369.71
Follett, books	Library		33.16
Follett, books	Library		144.24
Follett, books	Library		285.35
Grand Forks Fire Equipment, responder wipes	Fire		116.14
Guardian Pest Solutions, pest control	Pk/Gov't		71.40
Hawkins, chemicals	Sewer		3,206.82

Heartland Animal Rescue, monthly impound fees	Police		366.75
Ingram, book	Library		29.40
IP Networks, firewall renewals	Gov't	pd 11-18	475.00
Karen Field, reimburse for books	Library	pd 11-18	107.59
LA Lawncare, roundabout maintenance	PW	1 10	315.00
Lakes Area Rental, log splitter	Park		85.00
Lori Conway, mileage reimbursement	Admin	pd 11-18	70.00
MR Sign, signs	PW	- Pu 1 1	230.06
MR Sign, sign	PW		36.55
Mastercard, Amazon, prime monthly premium	Gov't		14.99
Mastercard, Amazon, garage lights	Park	pd 11-26	29.99
Mastercard, Amazon, flood lights	Park	pd 11-26	17.99
Mastercard, Amazon, adhesive	Police	Pu 11-20	18.90
Mastercard, Amazon, batteries	Police	pd 11-26	59.99
Mastercard, Amazon, usb card reader	Police	pd 11-26	9.99
Mastercard, Amazon, equipment wipes	Park	- pu 11-20	188.42
Mastercard, Amazon, safety equipment	PW	pd 11-26	127.74
Mastercard, Amazon, trash bags	Gov't	- pu 11-20	27.19
Mastercard, Amazon, drinking fountain	Park		1,520.99
Mastercard, Amazon, basketball nets	Park	pd 11-26	39.99
	Fire	pu 11-20	81.85
Mastercard, Amazon, cleaning supplies	Park		25.97
Mastercard, Amazon, janitorial supplies	Park		15.88
Mastercard, Amazon, ice packs	Park		65.52
Mastercard, Amazon, copy paper, desk pad, name tags			23.98
Mastercard, Amazon, notebooks	Police		42.38
Mastercard, Amazon, trash bags	Gov't		737.00
Mastercard, Belson Outdoors, bench	Park PW		
Mastercard, Brainerd, Tools, trailer part		- 44 00	199.00
Mastercard, Column Software, ordinance 409	Gov't	pd 11-26	39.95
Mastercard, Column Software, ordinance 408	Gov't	pd 11-26	45.56
Mastercard, Column Software, public hearing notice	PW PZ	pd 11-26	51.86
Mastercard, Column Software, public hearing notice		7 44 00	38.34
Mastercard, Cybersource, dmt recertification	Police	pd 11-26	75.00
Mastercard, Docusend, email bills	Sewer		25.00
Mastercard, Dropbox, monthly premium	Gov't		54.00
Mastercard, Firt Arriving, subscription	Fire	144.00	826.44
Mastercard, Fleet Farm, forged guard	PW	pd 11-26	53.92
Mastercard, Microsoft, monthly premium	Fire		17.72
Mastercard, Post Office, postage	Police	pd 11-26	17.60
Mastercard, Ring, annual monitoring	PW	pd 11-26	107.37
Mastercard, State of MN, application for leave	Gov't	pd 11-26	255.38
Mastercard, YSI, sewer	Sewer	pd 11-26	168.56
Mastercard, Zoom, monthly premium	Gov't		66.99
Medica, health insurance	ALL		41,354.38
Menards, keypad, driveway markers, seafoam	PW		259.73
Menards, gas coupler, gas riser	PW		149.96
Menards, shed	Cemetery		7,218.78
Menards, driveway markers, tubing	PW		140.59
Menards, adapter, surge, bulbs, batteries	PW		120.98
Menards, post mount, numbers	Park		43.77
MES, thermal imager	Fire		2,617.89

Met Life, disability insurance	ALL		241.07
Met Life, life insurance	ALL		355.92
Met Life, vision insurance	Gov't		104.40
Metro Sales, copier lease	Park		210.82
Metro Sales, copier lease	Police		58.12
Midwest Machinery, pulley	Park		243.88
Mills Motors, batteries	Park		664.36
MN NCPERS, life insurance	Gov't		64.00
MN Rural Water Assn, membership dues	Sewer		450.00
MNPEA, union dues	ALL	pd 12-3	240.00
MN State Fire Chiefs Assn, membership dues	Fire		66.00
Monarch Paving, cold mix	PW		526.17
Motorola, radios	Fire		28,571.85
Motorola, usb dock	Police		200.00
Napa, grease	Park		20.37
Napa, belt, fuel cleaner	PW		48.07
National Sports Products, windscreeen	Park		3,360.08
Quadient Finance, postage meter refill	ALL		700.00
Quadient Leasing, postage meter rental	Gov't		219.54
Ratwik Roszak Maloney, legal fees	ALL		4,478.00
Specialty Solutions, eco thaw	Park		333.80
Teamsters, union dues	Police	pd 12-3	474.00
Thelen Heating, preventative maintenance	Park		714.00
Tremolo Communications, phone, fax, cable internet	ALL		2,471.79
US Bank, copier lease	PZ/Adm		600.00
Vestis, mat service	PW	pd 11-26	78.69
Vestis, mat service	PW		78.69
Widseth, trail design	Park		7,450.00
Xcel Energy, gas utilities	ALL		1,763.95
Xtona, i.t. services	ALL		3,525.90
Ziegler, fuel priming pump	PW		155.61
TOTAL		1 1	704,504.29

MINNESOTA LAWFUL GAMBLING

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LG220 Application for Exempt Permit

Page 1 of 3

An exempt permit may be issued to a nonprofit organization that:

- · conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

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ORGANIZATION INFORMATION
Organization Name: Brainerd Lakes Area Chamber of Commerce Previous Gambling Permit Number: X-03381-24-018
Mailing Address: 224 West Washington Street
City: Brainerd State: MN Zip: 56401 County: Crow Wing
Name of Chief Executive Officer (CEO): Matt Kilian
CEO Daytime Phone: 218-822-7111 CEO Email: mkillian@explorebrainerdlakes.com (permit will be emailed to this email address unless otherwise indicated below)
Email permit to (if other than the CEO): cindy@crosslake.com
NONPROFIT STATUS
Type of Nonprofit Organization (check one): ☐ Fraternal Religious Veterans ✓ Other Nonprofit Organization
Attach a copy of one of the following showing proof of nonprofit status:
A current calendar year Certificate of Good Standing Don't have a copy? Obtain this certificate from: MN Secretary of State, Business Services Division St. Paul, MN 55103 IRS income tax exemption (501(c)) letter in your organization's name Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500. IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter) If your organization falls under a parent organization is a nonprofit 501(c) organization with a group ruling; and 2. the charter or letter from your parent organization recognizing your organization as a subordinate.
GAMBLING PREMISES INFORMATION
Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place):Maucieri's Italian Bistro Physical Address (do not use P.O. box): 34650 County Road 3 Check one:
City: <u>Crosslake</u> Zip: <u>56442</u> County: <u>Crow Wing</u>
Township: Zip: County:
Date(s) of activity (for raffles, indicate the date of the drawing): Tues. March 17, 2026 Check each type of gambling activity that your organization will conduct:
Bingo Paddlewheels Pull-Tabs Tipboards Raffle Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained
from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on Distributors under the List of Licensees tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)				
CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township			
The application is acknowledged with no waiting period.	The application is acknowledged with no waiting period.			
The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).	The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.			
The application is denied.	The application is denied.			
Print City Name:	Print County Name:			
Signature of City Personnel:	Signature of County Personnel:			
Title: Date:	Title: Date:			
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name:			
	Signature of Township Officer: Date:			
The information provided in this application is complete and accurate report will be completed and returned to the Board within 30 days	ate to the best of my knowledge. I acknowledge that the financial			
Chief Executive Officer's Signature: Date: Date:				
Print Name: Matt Kilian				
REQUIREMENTS	MAIL APPLICATION AND ATTACHMENTS			
Complete a separate application for:	Mail application with: a copy of your proof of nonprofit status; and			
Only one application is required if one or more raffle drawings are conducted on the same day.	application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to State of Minnesota.			
Financial report to be completed within 30 days after the gambling activity is done: A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.	To: Minnesota Gambling Control Board 1711 West County Road B, Suite 300 South Roseville, MN 55113			
Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)). Questions? Call the Licensing Section of the Gambling Control Boa 651-539-1900.				
Data privacy notice: The information requested application. Your organization's name and ment of Public Safety; Attorney General;				

on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

How You May Spend Gambling Funds

Allowable expenses - Gambling funds may be spent for allowable expenses, such as:

- gambling equipment (pull-tabs, bingo paper, bingo blower, paddlewheel tickets, tipboard games);
- · advertising;
- · printing raffle tickets; or
- any services or goods that are directly related to the conduct of your gambling.

Charitable contributions - Gambling funds may be spent for the following charitable contributions (lawful purpose):

- to or by 501(c)(3) organization and 501(c)(4) festival organizations;
- relieving the effects of poverty, homelessness, or disability;
- problem gambling programs approved by the Minnesota Department of Human Services;
- public or private nonprofit school;
- scholarships (if a contribution is made to a scholarship fund, it must be made to a nonprofit organization whose primary mission is to award scholarships);
- church;
- recognition of military service (open to public) or active military personnel in need;
- activities and facilities benefiting youth under age 21;
- citizen monitoring of surface water quality, with data submitted to Minnesota PCA;
- unit of government (NOTE: A direct contribution to a law enforcement or prosecutorial agency is not allowed);
- wildlife management projects or activities that benefit the public-at-large, with DNR approval;
- grooming and maintaining snowmobile or all-terrain trails that are grant-in-aid trails, or other trails open to public use, with DNR approval;
- supplies and materials for DNR training and educational programs;
- nutritional programs, food shelves, and congregate dining programs primarily for persons who are 62 or older or disabled;
- · community arts organizations or programs;
- humanitarian service recognizing volunteerism or philanthropy; and
- acquisition and repair of real property and capital assets (contact the Gambling Control Board for requirements).

How You May Not Spend Gambling Funds

- Controlled contribution An organization may not retain any control over any contribution made from gambling funds. The only exception is for expenditures by a 501(c)(3) organization or a 501(c)(4) festival organization to its general fund
- Financial gain A contribution or expenditure may not be made if it results in any monetary, economic, financial, or material benefit to the organization making the contribution or expenditure.
- Government An expenditure may not be made for:
 - influencing the nomination or election of a candidate for public office;
 - promoting or defeating a ballot question; or
 - any activity intended to influence an election or a governmental decisionmaking process.
- Law enforcement A direct contribution may not be made to a law enforcement or prosecutorial agency.
- 5. **Pension** A contribution may not be made to a government pension or retirement fund, such as a fire relief association.
- Conflict of interest A contribution or expenditure may not be made if it is not allowed under the conflict of interest provisions of the Minnesota Nonprofit Corpo-ration Act, Minnesota Statutes, Section 317A,255.
- Alcohol An expenditure may not be made for the purchase of any intoxicating liquor, wine, or malt beverages.
- 8. **Fundraising** An expenditure may not be made for fundraising costs, except as allowed for a 501(c)(3) organization or 501(c)(4) festival organization from its general fund.
- 9. Other organizations With few exceptions, gambling funds may not be contributed to other organizations or clubs such as veterans, fraternal, Lions, etc. unless it is a 501(c)(3) organization.
- 10. Other contributions A contribution may not be made to a 501(c)(3) organization or another entity with the intent or effect of not complying with lawful purpose restrictions or requirements.

City of Crosslake

RESOLUTION 25-___

RESOLUTION ACCEPTING DONATION(S)

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

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

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

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

FROM	DONATION	INTENDED PURPOSE
Crosslake-Ideal Lions	\$15,000.00	Fire Department
PAL Foundation	\$7,900.00	Pickleball
PAL Foundation	\$1,587.00	Community Garden
PAL Foundation	\$4,000.00	Bench/Kiosk
Crosslake Firefighter's Relief Assn	\$1,724.77	Uniforms
Crosslake Firefighter's Relief Assn	\$6,398.00	Pressure Washer
Crosslake Firefighter's Relief Assn	\$987.24	Utility Truck
Crosslake Firefighter's Relief Assn	\$1,100.23	Wood for Entrance
Crow Wing County	\$1,520.99	SHIP Grant for Drinking Fountain
; 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 December, 2025.

Jackson Purfeerst
Mayor

ATTEST:

Lori A. Conway City Administrator (SEAL)

F. I.

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

SUMMARY		
	City Council of the City of Crosslake, Minnesota, ling Chapter 23, Short-Term Home Rental Licensing.	
	ce is to provide the City with reasonable regulatory safety, and welfare of short-term rental guests, c.	
	nous vote, hereby agrees to publish such ordinance by inn. Stat. Section 412.191, subdivision 4.	
	that this is only a summary of this ordinance. A ilable for inspection during regular office hours in the Hall, Crosslake, Minnesota	
Dated: December 8, 2025	CITY OF CROSSLAKE, MINNESOTA	
ATTEST:	By Jackson Purfeerst, Its Mayor	
Charlene Nelson, City Clerk		

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

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

ARTICLE I. GENERAL

Sec. 23-1. – **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.

Sec. 23-2. – **Definitions.** For the purposes of this Chapter, the following terms shall have the following meanings:

Improved Surface Area: Area(s) on the property intended for parking and constructed of asphalt, concrete, pervious pavers or gravel.

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.

Owner's 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 owner, 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 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.

ARTICLE II. REGULATIONS

Sec. 23-3. – **License Required.** No Short-Term Rental may be operated without a valid Short-Term Rental License issued pursuant to this ordinance.

- a. License Application. Any property owner desiring to undertake Short-Term Rentals must apply to the City of Crosslake for the Short-Term Rental License. A license must be approved prior to operating within the City of Crosslake.
- b. License Fee. The license application form must be accompanied by payment in full of the required license application fee. This fee shall be nonrefundable. The license application fee will be determined by the City Council and set forth in the City of Crosslake Fee Schedule.
- c. Short-Term Rental licenses must be renewed each year. Licenses are valid from January 1 February 1 December 31 January 31 each year.
- d. An affidavit, signed by the owner or the owner's authorized agent, certifying that the STR is in habitable condition and complies with health and safety standards set forth in this Chapter, is required to be submitted with the application.
- e. Owner's Authorized Agent (Property Manager). If owner is not acting in this role, each application shall include the appointment of a natural person who shall remain within a thirty (30) minute mile distance of the STR and is available twenty-four (24) hours per day, seven (7) days per week, to serve as the owner's authorized agent (property manager). At least five (5) days prior to any change to such appointment, the STR owner or owner's authorized agent (property manager) shall notify the City of Crosslake with new contact information.
- f. Floor plan of STR and parking plan must be submitted with license application.
- g. All owners or the owner's authorized agents (property managers) must inform all property owners within three hundred (300) feet of the STR of the intent to rent their property on a short-term basis. Property owners will need to provide an affidavit with license application that neighbors have been notified. The notice to neighbors shall be in writing and include the following information: physical address of STR, and contact information owner and/or owner's authorized agent (property manager).
- h. Expiration. Each STR license shall expire on December January 31 of each calendar year and must be renewed annually.
- i. When property changes ownership, a new STR application is required. It is not allowed to transfer license from one owner to another.

- j. 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.
- k. Revocation. In addition to any other penalties allowed by this Chapter, the City may revoke any STR license if the City finds and determines that any violation of this Chapter exists. The City must provide the licensee with at least fourteen (14) days prior written notice, which shall be personally served or mailed by First Class USPS mail to the owner or owner's authorized agent (property manager). The notice shall include a description of the violation and when the licensee can appear before the Council to refute the allegations.

Sec. 23-4. – **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.

Sec. 23-5. – Health and Life Safety Standards. Each STR shall always comply with the following standards while the STR is occupied:

- a. Buildings, structures, or rooms shall not be used for purposes other than those for which they were designed or intended.
- b. 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.
- c. Roofs, floors, walls, foundations, ceilings, stairs, handrails, guardrails, doors, porches, decks, all other structural components and all appurtenances thereto shall be capable of resisting all forces and loads to which they may be normally subjected and shall be kept in sound condition and in good repair.
- d. An operable toilet, sink, and a bathtub/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.
- e. Electrical panels shall be clearly labeled.
- f. All vehicles shall be parked in designated parking areas with improved surfaces. Parking is prohibited in any landscaped area. Improved surface areas on the site shall be of sufficient size to park one vehicle for every three (3) occupants during the hours of 10:00 pm to 7:00 am the following day.
- g. 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 10:00 pm to 7:00 am the following day.
- h. A sign, in a form approved by the City of Crosslake, shall be conspicuously posted inside each STR with the STR license number, the owner's authorized agent (property manager) current contact information, and the physical address of the STR, including unit number if applicable.
- i. A license number sign, in a form approved by the City of Crosslake, shall be posted underneath the E911 address, visible from the exterior of the STR to passersby, identifying the property as an STR.

Sec. 23-6. – Inspections. Each STR shall obtain a fire and life safety inspection as a condition of initial license issuance and every 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 year. Items to be inspected include:

- a. Working fire extinguishers.
- b. Adequacy of egress.
- c. Posted egress plan.
- d. Working carbon monoxide detectors.
- e. Working smoke alarms.
- f. Improvised electrical conditions and use of extension cords.
- g. Use of portable heating appliances and outdoor heating appliances.
- 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.

Sec. 23-7. – **Septic/Solid Waste.** Holding tanks are prohibited. The STR must be connected to an approved SSTS or served by the municipal sanitary sewer system. A valid Certificate of Installation, 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 which was performed within the past three (3) years, is required to be submitted with the application. The Certificate of Installation and Compliance Inspection must show that the system was tested and is compliant for the number of bedrooms indicated on the application. The Compliance Inspection Report is due at least once every three (3) years.

An STR that is connected to the municipal sewer system must install water meter for the purpose of determining wastewater volume. City shall provide water meter. Installation of the water meter shall be the responsibility of the property owner, subject to inspection by the city.

Disposal of solid waste must comply with Crow Wing County Solid Waste Ordinance, or its successor or replacement. 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 24 hours of scheduled pick up.

Sec. 23-8. – 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.

Sec. 23-9. – Taxes. Short-Term Rental facilities must charge sales tax on lodging if the rental is less than 30 days, pursuant to Minnesota Statute 297A.61.

Short-Term Rental properties owners in the City of Crosslake are required by law to collect one (1) percent lodging tax, which is due and payable to the Whitefish Area Lodging Association (WALA). This tax shall be collected with each payment received by guests 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.

ARTICLE III. VIOLATIONS AND PENALTIES

Sec. 23-10. – Violations.

- 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 all violations occurring at the STR. The owner's authorized agent (property manager) shall be jointly and severally liable for all violations occurring at any of its professionally managed STR's in the City of Crosslake.
- d. First time violations will be addressed with a Written Warning delivered to the property owner via email.

Sec. 23-11. – Complaints. Initial complaints concerning an STR property shall be directed to the owner or owner's authorized agent (property manager). The owner or 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.

Sec. 23-12. – Enforcement.

- a. Civil violations shall be subject to the fines and penalties set forth in the City of Crosslake Fee Schedule.
- b. 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 appeal with the City of Crosslake within fourteen (14) days of the citation.
- c. 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 and to the owner's authorized agent (property manager) if any.
- d. Multiple Violations: Regardless of the type of enforcement, the third (3rd) violation in any twelve (12) month period for a single STR, shall result in a one (1) year suspension, commencing on the date of the last violation, during which no license shall be granted for such STR.
- e. 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 is subject to a fine set forth in the City of Crosslake Fee Schedule. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

- f. Appeal. A property owner may appeal a citation or license suspension to the City Council by notice to the City Administrator. The Council shall hold a hearing on the appeal within 30 days of receipt of a notice of appeal. by submitting a written appeal to the City within 14 days of receiving non-compliance notice. The appeal will be heard at the next regularly scheduled monthly City Council meeting.
- g. Intentional False Reporting of a Violation: The intentional false reporting of an STR violation shall be considered a violation of this ordinance. The penalty for intentional false reporting of a violation will be set forth in the City of Crosslake Fee Schedule.
- h. Certification of unpaid fees and penalties. Nothing in this section shall be held or construed as in any way stopping or interfering with the city's right to certify as unpaid service charges or assessments against any premises affected, any past due and/or delinquent fees, including interest and late fees. Each and every unpaid fee is hereby made a lien upon the lot, land, or premises served, and such charges that are past due and/or delinquent on October 15 of each year shall be certified to the Crow Wing County Auditor. The charges shall be collected and the collection thereof enforced in the same manner as Crow Wing County and State of Minnesota taxes, subject to like penalties, costs and interest charges. Upon certification to the Crow Wing County Auditor, any past due and/or delinquent fees shall be due and payable to the office of the Crow Wing County Auditor.

Sec. 23-13. – Repeal. All previous ordinances, resolutions, orders, or parts thereof, that are in conflict herewith are hereby repealed.

Sec. 23-14. – Separability. It is hereby declared to be the intention that the several provisions of this ordinance are separable in accordance with the following: If any court of competent jurisdiction shall adjudge any provision of the ordinance to be invalid, such judgement shall not affect any other provisions of the ordinance not specifically included in said judgement. the validity of the remaining portions of this ordinance.

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ATTEST:	Jackson Purfeerst, Mayor
Charlene Nelson, City Clerk	

Passed by the Crosslake City Council on December 8, 2025.

F.₂.

CITY OF CROSSLAKE RESOLUTION NO. 25-__

ACCEPTING BOND AWARD: PREDESIGN, DESIGN, CONSTRUCT, FURNISH, EQUIP GRANT FOR THE CITY OF CROSSLAKE – NATIONAL LOON CENTER

WHEREAS, City of Crosslake has been awarded the 2023 Funds in the amount of \$2,500,000 from the 2023 bonding bill by the State of Minnesota to acquire property for and to predesign and design, construct, furnish, and equip a new building and adjacent outdoor public space improvements, including surface lot parking areas, in the city of Crosslake to house a national loon center, to provide visitor, education, and exhibit facilities for the general public.

BE IT FURTHER RESOLVED that City of Crosslake has the legal authority to apply for financial assistance, and financial capability to fully and completely pay for the project and all other expenses that may occur to ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City hereby pledges to complete the project or phase by utilizing the total funds provided by the \$2,551,000 grant from LCCMR.

BE IT FURTHER RESOLVED that the City will comply with all applicable laws, environmental requirements, regulations, terms and conditions as stated in the grant agreement.

BE IT FURTHER RESOLVED that the City has read the <u>Conflict of Interest Policy</u> and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED that the city has or will acquire fee title or permanent easement over the land described in the site plan and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction there over.

BE IT FURTHER RESOLVED, the city names itself as the fiscal agent for this project as:

Lori Conway City Administrator City of Crosslake 13888 Daggett Bay Rd Crosslake, MN 56442

NOW, THEREFORE BE IT RESOLVED that the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

Adopted by the Council this 8th day of December, 2025.

MEMO TO: City Council

FROM: Char Nelson, City Clerk

DATE: December 3, 2025

SUBJECT: Approval of Cannabis Business Registration Application

The City has received an application from Reed's Country Market, Inc. for Initial Lower-Potency Hemp Edible Retailer Registration. All applicable payment and forms have been submitted. Motion is needed to approve the application.

(Council Action – Motion)

MEMO TO: City Council

FROM: Charlene Nelson

City Clerk

DATE: December 4, 2025

SUBJECT: Retroactive Approval of Bills for Payment

Approval is requested to allow payment of all invoices received between December 8th and December 31st with retroactive Council approval. In order to pay for products and services obtained in 2025 with 2025 budgeted funds, it is necessary to continue paying bills through yearend. A listing of all bills paid during this time will be given to the Council for approval at the first Council Meeting in January.

G. I.a.

REQUEST FOR COUNCIL ACTION

December 8, 2025

Department: Parks & Recreation

Agenda Section: Commission Reports

Department Head: TJ Graumann

Agenda Item: Pickleball Advisory Subcommittee

BACKGROUND

With major development now complete at the pickleball court facility, the Crosslake Pickleball Association has decided to dissolve. However, due to ongoing programming, events, and changes in structure, the Parks, Recreation & Library Commission emphasized the need for a dedicated committee to oversee ongoing pickleball program updates. At its meeting on October 22, the Commission unanimously recommended forming a Pickleball Advisory Committee. In accordance with city ordinance, this committee will be subject to the Open Meeting Law, M.S.A. § 13D.01 et seq.

FINANCIAL IMPLICATIONS

None.

RECOMMENDATION

The Parks and Recreation/Library Commission recommends that City Council approve the creation of a pickleball advisory committee.

COUNCIL ACTION REQUESTED

Motion to create a pickleball advisory committee that reports to the Parks and Recreation/Library Commission.

ATTACHMENT

None.

G. 1. b.

REQUEST FOR COUNCIL ACTION

December 8, 2025

Department: Parks & Recreation

Agenda Section: Commission Reports

Department Head: TJ Graumann

Agenda Item: Weight Room Fee Adjustments

BACKGROUND

Our weight room fees have not changed in over eight years. With an increase in equipment costs, maintenance costs, etc., we think it is time to increase fees. We'd like to update the fees before the new year since that's when we usually see a big jump in memberships.

FINANCIAL IMPLICATIONS

Increased Revenue

RECOMMENDATION

Staff is recommending that City Council approve the proposed fee adjustments for the Weight Room.

COUNCIL ACTION REQUESTED

Motion to approve the proposed fee adjustments for the Weight Room.

ATTACHMENT

Proposed Fee Adjustments

2026 WEIGHT ROOM FEE ADJUSTMENTS

Weight Room – Daily	\$8	\$10
10 Day Punch Card	\$55	\$60
Weight Room – Monthly	\$35	\$40
Weight Room – 2 Months	\$70	\$80
Weight Room – Quarterly	\$90	\$100
Weight Room – Semi Annual	\$160	\$170
Weight Room - Nine Month	\$225	
Weight Room – Annual	\$260	\$290

***Veteran's & First Responders 10% Discount on any Membership

Membership	Price	4–5 Visits/Week (~18/month)	Cost per Visit	6–7 Visits/Week (~28/month)	Cost per Visit
Daily	\$10	1	\$10.00	1	\$10.00
10-Day Punch Card	\$60	10	\$6.00	10	\$6.00
Monthly	\$40	18	\$2.22	28	\$1.43
2 Months	\$80	36	\$2.22	56	\$1.43
Quarterly	\$100	54	\$1.85	84	\$1.19
Semi-Annual	\$170	108	\$1.57	168	\$1.01
Annual	\$290	216	\$1.34	336	\$0.86

PER-VISIT COST COMPARISON

MEMBERSHIP	COST	4-5 Visits/Week (18 visits/mo)	4-5 Visits/Week (28 visits/mo)
DAILY	\$10	\$10.00	\$10.00
PUNCH CARD	\$60	\$6.00	\$6.00
MONTHLY	\$40	\$2.22	\$1.43
2 MONTHS	\$80	\$2.22	\$1.43
QUARTERLY	\$100	\$1.85	\$1.19
SEMI-ANNUAL	\$170	\$1.57	\$1.01
ANNUAL	\$290	\$1.34	\$0.86

G. 1.c.

REQUEST FOR COUNCIL ACTION

December 8, 2025

Department: Parks & Recreation

Agenda Section: Commission Reports

Department Head: TJ Graumann

Agenda Item: Community Park Master Plan, Phase II Cost Level Estimates

BACKGROUND

At its regular meeting on November 19, the Parks & Recreation/Library Commission unanimously recommended pursuing Phase II cost-level estimates to support planning, budget forecasting, future grant opportunities, and stakeholder engagement.

The Parks Department would like to move forward with obtaining updated approximate costlevel estimates for the following Phase II components:

- Year-round bathroom facility (warming house)
- Hockey rink
- Leisure rink
- Relocation of softball field and construction of the east parking lot
- Interconnected trail system

These estimates will be used to *guide* the commission and the Parks Department in determining appropriate next steps for Phase II.

FINANCIAL IMPLICATIONS

None.

RECOMMENDATION

The Parks & Recreation/Library Commission recommends that City Council direct the Parks Department to obtain up-to-date cost-level estimates for the Phase II components listed above.

COUNCIL ACTION REQUESTED

Motion to direct the Parks Department to obtain up-to-date cost-level estimates for the Phase II components listed above.

ATTACHMENT

None.

G. 1. d.

REQUEST FOR COUNCIL ACTION

December 8, 2025

Department: Parks & Recreation

Agenda Section: Commission Reports

Department Head: TJ Graumann

Agenda Item: South Bay Park Management Plan

BACKGROUND

The South Bay Park Management Plan was approved by City Council in 2022 and received final approval from the Corps of Engineers earlier this year. With these approvals in place, and a cleared Archaeological Survey, we are now positioned to proceed with development. As part of this next step, we would like to update all development timeline dates in the Management Plan.

Additionally, upon reviewing the Management Plan, the Parks & Recreation/Library Commission unanimously approved the following recommendation at its regular meeting on November 19:

Motion to remove the Boat Dock from the Potential Future Amenity Development Breakdown section in the South Bay Park Management Plan.

FINANCIAL IMPLICATIONS

None.

RECOMMENDATION

Staff recommends that City Council approve the updated development timeline in the Management Plan and accept the Parks & Recreation/Library Commission's recommendation to remove the proposed dock.

COUNCIL ACTION REQUESTED

Motion to approve the updated development timeline in the Management Plan and to accept the Parks & Recreation/Library Commission's recommendation to remove the proposed dock.

ATTACHMENT

South Bay Park Management Plan

SOUTH BAY PARK MANAGEMENT PLAN

Crosslake Parks and Recreation Crosslake, Minnesota



Adopted by Crosslake City Council: April 11, 2022 Archaeological Survey Cleared: July 2023 Approved by the CORP of Engineers: May 1, 2025 Amended: December 8, 2025

Introduction

Mission Statement

The mission of the Crosslake Parks & Recreation Department is to provide recreational services that promote the health of our citizens, the environment, the economy and the quality of life in our community.

Property Classification

South Bay Property is classified as low-density. *Low-Density Recreation* means minimal development or infrastructure that supports passive public recreation use (e.g., walking, snowshoeing, fishing, swimming, picnicking, wildlife viewing and cross-country skiing).

Property History

- Leased to the Village of Crosslake on May 28, 1974, through April 30, 1984.
- Lease was extended on September 18, 1986, through April 30, 1987.
- Lease was extended on May 1987 through April 30, 2012.
- Lease was extended on October 8, 2004, through April 30, 2037. The lease was
 extended to allow adequate time to create a better access road to the leased
 property.
- Perkins Road construction was completed in September of 2020 creating a better access to the leased property.

Common Species

<u>Animal</u>: beaver, white-tailed deer, fox, rabbits, black bears, brown bats, squirrels, robins, finches, woodpeckers, grosbeaks, sparrows, cardinals and warblers.

Tree: aspen, birch, oak and jack pine.

<u>Undergrowth</u>: dogwoods, alders, hazelnut and raspberries.

Aquatic: cattails, lilies and willows.

Management

Management Guidelines

Management Guidelines have been established to direct the Crosslake Parks and Recreation Department as it administers and maintains premises in accordance with the U.S. Army Corp of Engineer's Master Plan and promotes proper management and development of the leased property.

Annual Management Program

It shall be required to submit the following to the U.S. Corp of Engineers annually.

- Plans for management activities.
- A budget for carrying out the management activities.
- A list of personnel to be used in managing the property.
- Statement of receipts and expenditures for operations.
- Certificate of insurance.
- Certification that water and sanitary systems meet all local, state and federal laws.
- Hazard Tree Cutting Accounting spreadsheet.
- A list of herbicides & pesticides to be used on the property

Surveillance

The location and layout of the property present challenges as far as monitoring the park outside of staffed hours. To ensure the park is safe and free of vandalism or horseplay, two cameras must be installed and their footage reviewed on a regular basis.

Prohibited Structure(s)

The Park must be developed with the intent to encourage responsible use and protection of the natural environment. To protect the natural environment, the shoreline must not be modified by structures such as boat ramps.

Park Maintenance

To ensure a clean, safe and enjoyable space, staff will regularly check on the park.

Staff will complete tasks associated with maintenance and care of the property including but not limited to mowing, spin-trimming, debris clearing, reviewing security, garbage removal, etc.

Park Rules

- 1. Hours: 7:00 am. to 10:00 pm.
- No person shall disturb, destroy, damage, or remove any property within the park including, but not limited to, vegetation, ruins, wildlife, geological formations, signs or facilities.
- 3. Dogs must be kept on leash and dog waste must be properly disposed.
- 4. No ATV's or Snowmobiles
- 5. No Hunting or Trapping
- 6. No littering
- 7. No alcohol or drugs
- 8. No glass containers
- 9. Fires are prohibited.

Recreation Management Objectives

- 1. Provide appropriate and compatible recreational uses through trails, and other recreational developments.
- 2. Provide safe and enjoyable recreational experiences managed through appropriate rules and regulations.
- 3. Preserve the scenic beauty and non-commercial atmosphere of the area.
- 4. Provide the highest level of access practicable for persons with disabilities.
- 5. Provide a broad selection of outdoor recreation opportunities in a pleasing natural setting which may be used by large numbers of people. These opportunities include hiking, swimming, bird watching, picnicking, snowshoeing cross country skiing, etc.

Development

Develop the park in a way that supports low density recreation. Focus planning efforts around passive recreation opportunities. Passive recreation areas are generally an undeveloped space or environmentally sensitive area that requires minimal development. Passive recreation may be defined as a non-motorized activity that offers positive and pleasurable human benefits and fosters appreciation and understanding of open space and its purpose.

Short-term Development Plan

The park will be planned and developed in increments of one to five years, so as to accommodate changes in recreation and leisure priorities as well as in finances. The Short-term Improvement Plan will be reviewed annually by the City and U.S. Army District Engineer and may be amended as necessary. The Conceptual Site Plan will be updated regularly to reflect the Short-term Development Plan.

Short-term Development Plan 2023 - 2028-2026 - 2031

<u>ltem</u>	<u>Description</u>	Quantity	<u>Price Per</u>	<u>Total Cost</u>
Survey	Phase I Archaeological Survey	1	\$6,142.84	\$6,142.84
Picnic Table	Pedestal Picnic Table - Square	2	\$1,400.00	\$2,800.00
Picnic Table	Pedestal ADA Picnic Table - Square	1	\$1,300.00	\$1,300.00
Concrete	Concrete Slab for Picnic Tables	3	\$190.00	\$570.00
Bike Rack	Galvanized Double Sided Bike Rack	1	\$450.00	\$450.00
Trash Receptacle	Trash Receptacle - Ground Mount	2	\$600.00	\$1,200.00
Restroom	Satellite Toilet - 6 Month Contract	6	\$120.00	\$720.00
Surveillance	Cellular/Wifi Trail Cameras	2	\$200.00	\$400.00
Sign	Detailed Park Sign - Name, Rules, etc.	1	\$1,000.00	\$1,000.00
Grill	Steel Pedestal Grill	2	\$250.00	\$500.00
Ash Receptacle	Steel Coal Ash Receptacle - Grill Waste	1	\$550.00	\$550.00
People Counter	People Counting Sensor - Data Collection	1	\$2,000.00	\$2,000.00
Waste System	Pet Waste Disposal System	1	\$500.00	\$500.00
Cornhole	Concrete Cornhole Set	1	\$2,000.00	\$2,000.00
			Subtotal	Total
			\$16,702.84	\$20,132.84

Potential Future Amenities:
Additional Parking Lot & Entry Road
Public Restroom Facility
Public Swimming Beach
Playground

Playground Pavilion Boat Dock

Development Breakdown

The Development Breakdown has been established to communicate specific details of each park amenity, how they will be transported to their destination and how they will be installed/constructed.

Development Breakdown 2023 - 2028 2026 - 2031

Picnic Tables

<u>Description</u>: Steel frame with injection molded, ribbed and reinforced 48" tabletop and seats. Footprint dimensions are 78.25" I x 78.25" w x 32.25" h. Seats 8 people.

Color: Tabletop & Chairs – Green, Frame – Black

<u>Transportation</u>: City Staff will use the walking trail to transport the tables with a maintenance vehicle.

<u>Installation</u>: There are two mounting options, surface and inground. We will surface mount the tables on top of the concrete slabs.

ADA Picnic Table

<u>Description</u>: Steel frame with injection molded, ribbed and reinforced 48" tabletop and seats. Footprint dimensions are 78.25" l x 78.25" w x 32.25" h. Seats 6 people with an open side for a wheelchair.

Color: Tabletop & Chairs - Green, Frame - Black

<u>Transportation</u>: City Staff will use the walking trail to transport the table with a maintenance vehicle.

<u>Installation</u>: There are two mounting options, surface and inground. We will surface mount the table on top of the concrete slab.

Concrete Slab for Tables

<u>Description</u>: To create a base for the picnic tables, three 8' x 8' x 4" slabs will be poured. In total, it will take 2.5 cubic yards to pour all three slabs.

<u>Transportation</u>: City Staff will use the walking trail to transport the mixed sakrete from the parking lot to the slab site with machinery.

<u>Installation</u>: City Staff will build the frame and rebar grid for each slab, pour it and finish it. If necessary, a floating slab could be installed so as to not disrupt the soil.

Bike Rack

<u>Description</u>: Heavy-gauge steel, powder-coated finish, 60" double sided bike rack. This specific bike rack fts up to 10 bikes weighs 62lbs.

Color: Black

<u>Transportation</u>: City Staff will use the walking trail to transport the bike rack with a maintenance vehicle.

<u>Installation</u>: City Staff will use loose fill/black dirt to ensure a flat surface for the rack. This rack is free floating.

Trash Receptacles

<u>Description</u>: Maintenance free, commercial grade trash receptacle. Slats are made from recycled plastic eliminating the chance of warping or peeling. The capacity is 32 gallons.

<u>Color</u>: Slats – Green, Frame/Mount – Black

<u>Transportation</u>: City Staff will use the walking trail to transport each receptacle with a maintenance vehicle.

<u>Installation</u>: City Staff will install each receptacle with an inground post mount kit. The benefit of mounting the receptacles rather than surface mount include security and easy to mow/trim around. The 2" post is installed 18" inground and 6" above ground. If necessary, a floating slab could be installed so as to not disrupt the soil.

Pet Waste System

<u>Description</u>: This provides park users the ability to clean up after their pets in an efficient manner. It offers a trash receptacle and bag dispenser.

Color: Green

<u>Transportation</u>: City Staff will use the walking trail to transport this system with a maintenance vehicle.

<u>Installation</u>: City Staff will drive a steel u-channel post into the ground. From there, staff will attach the waste receptacle, bag dispenser and sign to the post.

Surveillance Cameras

Description: Wireless 4G LTE Cellular Game Trail Camera with 100ft Night Vision.

Color: Camouflage

<u>Transportation</u>: City Staff will use the walking trail to transport each camera to its destination.

<u>Installation</u>: City Staff will install each camera to a tree out of reach from the public.

Park Sign

<u>Description</u>: A sign with the title of the park, QR code for park information and park rules.

Transportation: N/A

Installation: City Staff will install two 4" x 4" posts in the ground which will be used to secure

the sign.

Grills

<u>Description</u>: 250 sq. in. multilevel grill that swivels 360°.

Color: Black

<u>Transportation</u>: City Staff will use the walking trail to transport each grill with a maintenance

vehicle.

<u>Installation</u>: City Staff will install each grill by pouring a 36" L x 12" W footing. Staff will sink the

grill post 14" into the footing. The concrete will be mixed and poured on site.

Ash Receptacle

<u>Description</u>: This receptacle will be placed near the grills for easy disposal of used charcoal. This receptacle houses a 32-gallon galvanized trash receptacle.

Color: Black

<u>Transportation</u>: City Staff will use the walking trail to transport the ash receptacle with a maintenance vehicle.

<u>Installation</u>: City Staff will install a 25" L x 25" W 4" slab. Staff will use the slab to surface mount the receptacle. If necessary, a floating slab could be installed so as to not disrupt the soil. The sakrete will be mixed and poured on site.

People Counter

<u>Description</u>: This is a passive infrared sensor to track park usage. This system detects system the infrared radiation of passerby precisely enough to count people following each other closely. Data can be collected from the sensor and be transferred to a computer for data storage.

Color: Black

<u>Transportation</u>: N/A

Installation: City Staff will install the counter on a pole or a tree nearby the entrance of the

park.

Concrete Cornhole Boards

<u>Description</u>: These are pre-cast concrete cornhole boards with a smooth playing surface. Thrower blocks are available to install next to the boards so players have a spot to stand off of the turf.

Color: Gray

<u>Transportation</u>: City Staff will use the walking trail transport the boards and blocks using a maintenance vehicle. Since it is all pre-cast, concrete will not have to be poured.

<u>Installation</u>: City Staff will prep the site using a shovel and rake to cut out sections of turf and rake it to grade. Since all components are pre-cast concrete, concrete will not have to be poured.

Potential Future Amenities Development Breakdown

2029 - 2034 2032 - 2037

Additional Parking Lot & Entry Road

<u>Description</u>: Depending on park usage and other possible amenity upgrades, an additional parking lot and entry road may be needed. The entry road would start from the existing parking lot and meander SW towards the beach area. The entry road would then connect to the parking lot. The potential future parking lot would make the park more accessible for guests of the park. The entry road would also provide an avenue for future development which will be discussed more below.

Transportation: N/A

<u>Installation</u>: If pursued, City Staff will consult with engineers to develop a grading and paving plan. Grading and paving would be contracted out.

Public Restroom Facility

<u>Description</u>: Depending on park usage and community feedback, a vault restroom facility may be needed. Also, as described above, the entry road would allow this restroom to be located closer to the core amenities of the park and would serve as a service road for the restroom to be cleaned and pumped.

<u>Transportation</u>: A contracted company would use the entry road to transport the vault restroom.

<u>Installation</u>: A contracted company would install the vault restroom. Removal of soil would be necessary for this facility.

Pavilion

<u>Description</u>: Depending on park usage and community feedback, a pavilion may be needed. This pavilion would be positioned near the picnic tables and grills. This space would create opportunities for park users to hold reunions, birthday parties, etc. Approximate size of the pavilion would be 20' x 20'.

<u>Transportation</u>: City Staff or a contracted business would use the entry road to haul materials.

<u>Installation</u>: City Staff or the contracted business would pour the concrete slab and build/secure the pavilion to the slab. If necessary, a floating slab could be installed so as to not disrupt the soil.

Playground

<u>Description</u>: Depending on park usage and community feedback, a playground may be needed. This playground would consist of a play system inclusive for 2-12 year-olds, swing set and a standalone component.

<u>Transportation</u>: City Staff would use the entry road transport the equipment using a maintenance vehicle and trailer.

<u>Installation</u>: City staff, volunteers and a playground company would perform a community build to complete the installation. Concrete footings would be needed to secure the playground.

Boat Dock

<u>Description</u>: Depending on park usage and community interest, a boat dock might be considered.

<u>Transportation</u>: City Staff would use the entry road to transport the equipment using a maintenance vehicle and trailer.

Installation: If pursued, City Staff would install the dock.

Swimming Beach

<u>Description</u>: There is currently a small natural beach located SW of the property. To enhance that location by accommodating more beach users – we would widen and lengthen the size of the beach. The beach would be expanded to 70' x 20'. Buoys would be placed at an appropriate distance from shore to keep the swimmers safe from boat traffic.

<u>Transportation</u>: City Staff would remove excess raw fill from the site and use the entry road to deliver the new sand with a maintenance vehicle.

<u>Installation</u>: City Staff would use a skid steer and mini excavator to widen the beach, and use the same equipment to disperse the new screened sand. Approximately 25 cubic yards of sand is needed.

Potential Ongoing Amenity 2023 2026 - Beyond

Memorial Benches

<u>Description</u>: The City of Crosslake currently has more than 20 donated memorial benches throughout town. These benches are located alongside trails, in the Pinewood Cemetery and within the park by the community center. Future donors may want their memorial bench to be placed somewhere within South Bay Park. Some ideas include in the parking area, along the trail system or down by the beach overlooking Cross Lake.

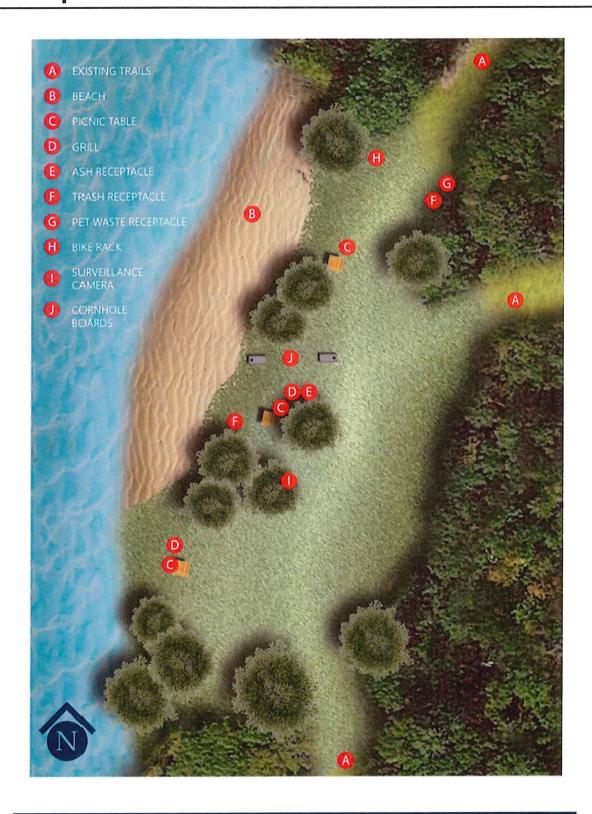
<u>Transportation</u>: City Staff will use the walking trail or the entry road to transport the mixed sakrete from the parking lot to the bench site with machinery.

<u>Installation</u>: City Staff will build the frame for the slab, pour it and finish it. If necessary, a floating slab could be installed so as to not disrupt the soil.

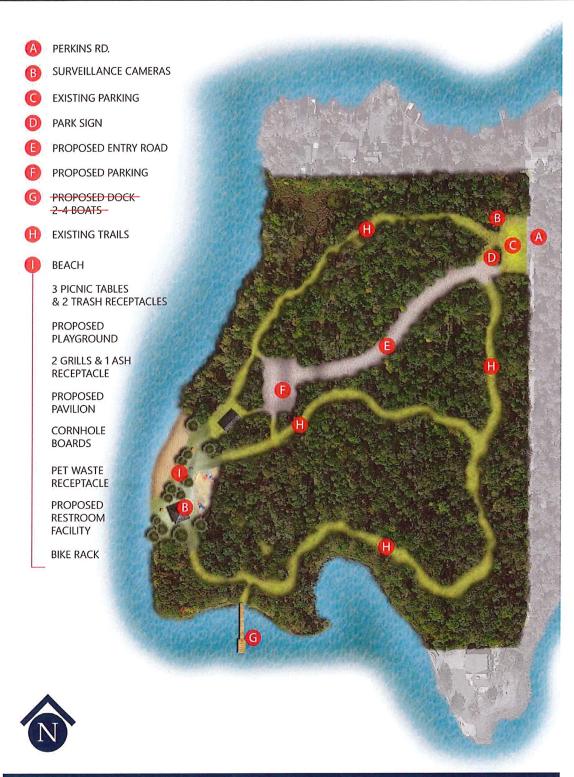
Conceptual Site Plan 2023-2028-2026 - 2031



Conceptual Site Plan Cont. 2023-2028-2026 - 2031



Potential Future Amenities Site Plan 2029-2034 2032 - 2037





G. 2. a.

Memorandum

Date: Dec. 4th, 2025

From: Police Chief Jake Maier

To: City Council

Re: Probationary Status of Officer Nick Davis

Police Officer Nick Davis will conclude his six month probationary period as of December 9th, 2025. Officer Davis has shown the desirable skills and qualities we look for in a police officer. He has fit in well with the police department and the community. I am asking the City Council to remove Nick from probationary status. Additionally, to match prior practice, I ask that Officer Davis be moved up one step on the Teamsters current pay scale.

Respectfully,

Chief Jake Maier

G. 2.b.

Memorandum

Date:

Dec. 8th, 2025

From:

Jake Maier

Subject:

2026 Squad Car Purchase

Mayor/City Council,

I request permission to order a 2026 Ford SUV Police Interceptor from Tenvoorde Ford at a cost of \$44,595.44. This is a purchase for the vehicle only. This cost does not include setting up and outfitting the vehicle to make it a squad car. Tenvoorde Ford holds the State Contract for police vehicles. This vehicle will replace the 2020 Ford SUV. Some items from the old squad will transfer to the new vehicle helping to lower the overall cost. Other items will have to be purchased to replace outdated ones.

Respectfully,

Jake Maier Police Chief

G. 3.a.

MEMO TO: City Council

FROM:

Public Works Commission

DATE:

December 1, 2025

SUBJECT:

Sylva Lane – Dan Miller

At its meeting on 12/1/25 the Public Works Commission held a discussion regarding the following from the draft minutes of the meeting along with the motions that were made for the Council's consideration:

Dan Miller has requested the city take over Sylva Lane. Based on review, Phil recommended that the crack in the pavement be filled and add a stop sign. It has been completed and meets the city's requirements and is ready for the city to take over if the council approves accepting the road for future maintenance.

A MOTION WAS MADE BY DAVE SCHRUPP AND SECONDED BY GORDON WAGNER TO INFORM THE CITY COUNCIL THAT SYLVA LANE HAS BEEN BUILT TO THE CITY STANDARD REQUIREMENTS.
A MOTION WAS CARRIED WITH ALL AYES.