

CITY OF CROSSLAKE
PUBLIC WORKS COMMISSION
MEETING MINUTES
MONDAY, APRIL 6, 2026
3:00 P.M. – CITY HALL

Pursuant to due notice and call the Public Works Commission held its regular monthly meeting on Monday, April 6, 2026 in City Hall. The following Commission Members were present: Tom Swenson, Tim Berg. Dave Schrupp, Gordy Wagner & Mary Prescott. Public Works Director Pat Wehner was absent. Also in attendance were City Engineer Phil Martin, Council Liaison Robin Sylvester, and Deputy Clerk/City Treasurer Sharyl Murphy. Also present in the audience is Lori Prim-Sunrise Blvd. HOA Secretary/Treasurer

The meeting was called to order at 3:00 P.M. by Tom Swenson.

A MOTION WAS MADE BY DAVE SCHRUPP AND SECONDED BY TIM BERG TO APPROVE THE MINUTES OF MARCH 2, 2026. MOTION CARRIED WITH ALL AYES.

Discussion was had regarding the change of draft ordinance amended by Char Nelson for developer roads to review. The developers will be aware of the changes and costs of chip sealing. Concern was had that we emphasize the need for developers to be informed and know all requirements regarding the subdivision ordinance and all standards for road construction. The Commission would like a copy of the ordinance for next month’s meeting and have more discussion next month at May’s meeting.

Update on Short Term Rental meters installed. One has been completed and seven are still waiting for parts. Pat will give an update at next month’s meeting.

Update on the newly installed sewer meters and there are approximately 26 left to install. Pat will give an update at next month’s meeting.

Phil gave an update on Harbor Lane and is still waiting for the grass to grow and has reached the appropriate establishment, we can close that project.

Phil discussed Sunrise Blvd and mentioned it was open for bids on March 31, 2026, and received 2 bids. The lowest bid was Anderson Brothers coming in \$40,000 less than anticipated. Anderson Brothers is very capable of the project doing good work and has been hired for other improvements in the city. Total amount of the bid came in at \$238,440 from Anderson Brothers.

Lori Prem 34250 Sunrise Blvd was present and had a couple of questions, but mainly there just to listen on the upcoming project. She mentioned that they want to move forward and petitioned for this project to be done but had questions regarding what the assessment amounts may be and how the city comes up with the amount of it. Phil mentioned that he thinks they will follow the same formula as they did in the past with Harbor Lane plus approximate 5-10% inflation. His share abouts on each parcel would estimate to be \$6,600 or

there about and can be paid all at once, interest free or spread out over a 10-year period with payments. There will be 17 homes being assessed and the City Council will determine the final amounts. They will then have a final assessment hearing in August or September 2026 and then have a chance to contest if there are any that feel they will too. Phil mentioned that Sunrise Blvd assessment hearing will be done separately since it will be financed differently. Lori Prem will communicate with the property owners as she is the Secretary/Treasurer and let them know that the bid did come in \$40,000 lower than anticipated. She mentioned that the majority are in favor of this project to be done and will let them know that there will be a City Council meeting on Monday, April 13th at 6:00. She also mentioned that there are some trees overgrowing and could use some trimming or removal and thought this should be done before the project starts. Tom stated that if the trees are in the right-a-way, it will be Public Works responsibility for removing them and if they are not in the right-a-way, it will be the property owner's responsibility for removal. Lori Prim will contact Pat Wehner, Public Works director, to discuss and have him stop by and look at the trees to decide who will be responsible.

A MOTION WAS MADE BY DAVE SCHRUPP AND SECONDED BY MARY PRESCOTT TO RECOMMEND THE CITY COUNCIL TO APPROVE ANDERSON BROTHERS TO PROCEED AS THE LOWEST BID \$238,440 FOR SUNRISE BLVD ROAD IMPROVEMENTS. MOTION CARRIED WITH ALL AYES.

Phil discussed Year-3 Improvements and stated that he will be meeting with the county tomorrow, April 7th. He announced that Anderson Brothers had the lowest bid to complete the road projects which is in our favor and they have done previous work for the city. They will announce their timeline and let us know when they plan to be in the city to work on the improvements.

Phil discussed Year-5 Road plan, and the public hearing is set for Monday, April 13th at 6:15. It will be more on the bonding financing approving end of it and take the necessary steps of the Mn Statute 475 Bonding Plan. Once this is completed the city can adopt a 5-year plan to move forward. Phil mentioned that the 3-year plan will be for M&O and not include the chip sealing. Chip sealing is not completed by Anderson Brothers. The county will present their bid for chip sealing, but Phil hasn't seen that yet.

Phil gave an update regarding County Road 103 and Perkins Road intersection for 2028. If the city is interested in the trail along CR 103 and Perkins Road, the city will have to have their plans done by September 2027 to be reviewed and in their packet. The city hired an archaeologist and mentioned that Mike O'Connell & LAKES Foundation paid for an Archaeological survey to look at County Road 103 cultural resources. They found 3 different mound configurations that bisect CR 103. Phil proposed to the city for \$2,000 to do some trail layouts and how they could go and intersect with the 3 mounds or what we can do when we have cultural resources options may be. Phil mentioned that we can build trail across the Indian Mounds or if their perspective is to avoid mounds and build a platform to go over it. Mike O'Connell said that LAKES Foundation will fund it.

A MOTION WAS MADE BY TIM BERG AND SECONDED BY DAVE SCHRUPP TO HIRE BOLTON & MENK TO COORDINATE TRAILS ON COUNTY ROAD 103 PRELIMINARY TRAILS WITH MIAC-MN INDIAN AFFAIRS COUNCIL FOR A FEE OF \$2,000 AND LAKES FOUNDATION WILL REIMBURSE THE CITY FOR FEES. MOTION CARRIED WITH ALL AYES.

Tim Berg had a question whether or if we had any updates regarding the sidewalk extension from Bald Eagle Pass to Marine Max entrance and Phil said that this has been put on hold for now since we have a few months, but we can start looking into some grants.

Loon Center discussion on the \$2.5M cash bond issued and is a cash bond that could have been signed over to the Loon Center but there were a lot of steps and timing for the Senate and House to pass. Now for future, we know what the steps will be.

Mad Rabbit Sewer Claim has no update and is still waiting for a response to the counter claim. More discussion on this next month.

Discussion on Robert Street updated with no parking on west side and was council approved. A camera was installed to view and monitor the boat launch traffic and the dock installers.

A MOTION WAS MADE BY GORDY AND SECONDED BY DAVE SCHRUPP TO ADJOURN THE MEETING AT 3:40 P.M. MOTION CARRIED WITH ALL AYES.

Sharyl Murphy
Deputy Clerk/City Treasurer

Sharyl Murphy

From: Dave Schrupp <dschrupp@crosslake.net>
Sent: Tuesday, April 7, 2026 10:04 AM
To: Sharyl Murphy; Patrick Wehner; tomswen@crosslake.net; kody10wagner@hotmail.com; tim_berg220@msn.com; Mary Prescott; Phil Martin
Subject: Questions on Developers Roads to be taken over by City.
Attachments: 3-2-26 Part 1.pdf

Regarding taking over Roads. I looked back at March Notes.

See attached Agenda and read a little further down in the Developers Agreement.

My Notes were:

Next Step would be to change CITY CODE Language that said if Roads not designed by CITY STANDARDS, the City would not take them over.

Requests to take over would have to be done 1 year after Chip Sealing completed

I still think that any new road(s) built by a developer moving forward should be designed according to City Standards and that at time of permit application, we need to charge the Developers \$ for our Engineer to review their specifications ahead of time and approve of same. We should discuss this at our next meeting.

Dave

CITY OF CROSSLAKE
PUBLIC WORKS COMMISSION
MEETING MINUTES
MONDAY, FEBRUARY 2, 2026
3:00 P.M. – CITY HALL

Pursuant to due notice and call the Public Works Commission held its regular monthly meeting on Monday, February 2, 2026 in City Hall. The following Commission Members were present: Tom Swenson, Gordon Wagner, Tim Berg, and Mary Prescott. Dave Schrupp attended via Zoom. Also in attendance were Public Works Director Pat Wehner, City Administrator Lori Conway, City Engineer Phil Martin, Council Liaison Robin Sylvester, and Deputy Clerk/City Treasurer Sharyl Murphy

1. The meeting was called to order at 3:00 P.M. by Tom Swenson.
2. A MOTION WAS MADE BY TIM BERG AND SECONDED BY DAVE SCHRUPP TO APPROVE THE MINUTES OF JANUARY 8, 2026. MOTION CARRIED WITH ALL AYES.
3. Pat discussed the draft ordinance amended by Char Nelson for developer roads to review. Added in the City Code 42-91 and that the developers must have the road paved and then chip sealed after one year at the owner’s expense to cover the city. We will need to change the application for Planning & Zoning agreement, so the developers are aware of the changes and costs of chip sealing. Planning & Zoning will need to follow up on the roads. Add a question to application asking if they plan to turn the road over to the city and that they are aware that the city requires the road to be chip sealed one year after it is paved. Answer yes/no on application and if no, your plan is not to turn the road over, if answer yes, they must set up an escrow account for sealcoating. We will have Cheryl with Planning and Zoning modify the forms.
4. Robin discussed parking on the roads overnight parking by the train museum on County Road 66 and spoke to Public Safety, Police and County and there is no ordinance and they don’t enforce overnight parking on the road.
5. Phil Martin met with Crow Wing County on the sidewalk extension from Bald Eagle Pass to Marine Max entrance and came up with approximate costs for 3 options. Option 1 – Place a 6-ft wide concrete sidewalk behind the existing curb along the east side entrance to Marine Max for people who dock their boats with an approximate estimated total of \$410,000 or replace with a 10-ft wide bituminous trail for an estimated cost of \$275,000. Option 2 – Remove east side parking lane, remove curb, install new curb with grass and a 6-ft wide concrete trail for an estimated total \$552,000 or replace it with a 10-ft wide bituminous \$415,000. Option 3 – Install a crosswalk at Edgewater Lane with flashing lights for \$50,000. The Commission feels that this is an expensive project and possibly would be on board with option 3 if necessary. Questions were asked if someone did get hurt, who is responsible for the accident?

Sec. 42-91. Criteria for improvement and acceptance of private roads.

The criteria for improvement and acceptance of private roads are as follows:

- (1) Receipt of a petition signed by property owners representing at least 35 percent of the front footage adjacent to the road proposed to be improved;
- (2) All costs associated with obtaining adequate right-of-way either through the voluntary conveyance of right-of-way through a deed to the city or involuntarily through eminent domain shall be considered a project expense for assessment purposes; and
- (3) Road must be chip sealed one year after initially paved at owner's expense; and
- (3 4) If the city adopts a resolution ordering the project to proceed, the road shall be constructed to city road and drainage standards with 100 percent of the project cost assessed to the benefiting property owners.

All affected property owners shall sign a "waiver of irregularity and appeal" and agree to be assessed for all costs. If not, then the city will hire the city's appraiser to determine benefit to proceed or will decide not to proceed.

(Ord. No. 185, § 2(10.2.1), 11-19-2003; Ord. No. 358, 8-12-2019)

DEVELOPMENT AGREEMENT

This Development Agreement, hereinafter referred to as "Agreement", made and entered into this ____ day of _____, 2024, by and between the City of Crosslake a municipal corporation organized under the laws of the State of Minnesota, hereinafter "City" and company., hereinafter "Developer".

RECITALS:

A. Developer has made application to the City for the approval of a plat and/or otherwise to develop the land described as Outlot A, Grand Review, hereinafter referred to as "Property" which Property is to be developed as follows: Development of a subdivision with: Electric Service, Street Improvements.

hereinafter referred to as "Improvements". The Development is known as Sundown Addition Phase II hereinafter referred to as "Development".

B. Fee title ownership in the Property is vested in the company. The Property is subject to no mortgage.

C. The Property can best be developed and put to its highest and best use by the installation of Improvements as set forth above.

D. The Development has been approved by the City and complies with the requirements of the City Code and the City.

E. The Developer has made assurances and covenants to the City as hereinafter provided. The City is relying upon those assurances and covenants and is consenting to the Improvements and is doing so solely at the behest, and for the benefit, of the Developer.

NOW, THEREFORE, for valuable consideration, the parties agree that upon obtaining approval of any such conditions precedent, it is agreed that the Development may proceed to completion, but only upon the following terms and conditions:

1. IMPROVEMENTS, DEFINED.

a. Improvements defined:

"Electric Service" shall include the service of electricity to users within the Development.

"Street Improvements" shall include street clearing and construction of bituminous roads that meet City specifications.

Road Ownership and City Takeover Intent

1. Are you planning on the road(s) in your development to be taken over by the City?
 Yes No

2. If Yes, are you aware and do you understand that if the road(s) are desired to be taken over by the City, the road(s) will be required to be chip sealed in the year following initial paving, at the Developer's/Owner's expense?

Yes No

2. **COMPLIANCE WITH STATE LAW, CITY ORDINANCES AND AGREEMENT.** Developer agrees to and shall comply with all requirements of state law, city ordinances and this Agreement. In the event Developer is required to obtain any approval, permits or do any act either as a condition to commencing such Development or to continue any stage or phase of such Development, the Developer shall submit in writing to the City proof of compliance with any such requirement before proceeding. The failure to submit such proof of compliance shall be grounds for the City to order the Developer to cease any and all physical activities, of whatever nature, upon the Property. Developer acknowledges that it is proceeding at its own risk as to any costs incurred by its failure to comply with this Agreement.

3. **DEVELOPMENT.** Within the plat the Developer may not grade or otherwise disturb the earth, remove trees, construct streets, utilities, public or private improvements, or construct any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the City Clerk, 2) the necessary security has been received by the City, and 3) the City has approved the plans and specifications.

If the plat is a phase of a multi-phased preliminary plat, the City may refuse to approve final plats of subsequent phases if the Developer has breached this Agreement and the breach has not been remedied. Development of subsequent phases may not proceed until the City approves development agreements for such phases.

4. **UTILITIES.** Developer agrees that the Improvements shall be completed by

_____, 2024.

5. **IMPROVEMENTS.** Developer will construct and install at its expense the following Improvements according to the following terms and conditions:

<u>Description of Improvement</u>	<u>Estimated Cost</u>
Road Improvements	\$ _
Turf Establishment & Erosion Control	\$
Signs (Traffic & Street Names)	\$ _
Totals -	\$ _
Construction Contingencies (10%)	\$ _
ESTIMATED COST OF IMPROVEMENTS	\$ _
 Escrow Account for Improvements (125% of Estimated Cost of Improvements)	 \$ _
 Escrow Account for Oversight Services (Engineering, Legal and Administrative – 10% of Estimated Cost of Improvements)	 \$ _____

The Improvements shall be installed in accordance with the City Subdivision Ordinance; City standard specifications for utilities and plans submitted and approved for public minimum street improvements; and any other ordinances. The Developer shall submit plans and specifications, which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer. The Developer shall instruct its engineer to provide adequate field inspection personnel to assure an acceptable level of quality control. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's

engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer or engineer shall schedule a pre-construction meeting with all parties concerned, including City staff, to review the program for construction work.

- a. Construction Plans and Approval Thereof. The Developer has engaged at its expense a Minnesota registered civil engineer to prepare detailed plans and specifications for the complete installation of all Improvements in accordance with City standards, including preparation of estimates, contract provisions, preparation of proposal forms and designation and description of all necessary temporary and permanent easements. Such plans and specifications shall be based upon such engineering data and surveys, including such soil borings and material tests determined to be necessary by the City Engineer prior to the commencement of the construction of any Improvements. Prior to commencement of construction, the City Engineer shall approve all plans and specifications for the Improvements. The Developer has contracted with the following:

CIVIL ENGINEER:

- b. Time of Performance. The Developer shall install all required Improvements by _____, 2024.
- c. Approval of Contractors. Any contractor selected to construct and install any Improvement must be approved by the City Engineer before construction commences. The City reserves the right to require satisfactory proof of successful experience and adequate financial resources of any such contractor.
- d. Construction. The construction, construction staking, installation, materials and equipment used shall be in accordance with the plans and specifications approved by the City Engineer. The Developer will cause the contractors to furnish the City Engineer with a work schedule at least ten (10) days prior to commencement of construction work of the Improvements. Grading and the use of power equipment between the hours of 7 o'clock p.m. and 7 o'clock a.m. are prohibited.
- e. Supervision. All of the work shall be subject to the supervision and approval of the City Engineer and where appropriate the Minnesota Department of Health, the State Industrial Commission and any other governmental agency having jurisdiction.
- f. Easements. The Developer shall secure and make available to the City at no cost to the City all permanent or temporary easements necessary for the installation and maintenance of the Improvements as determined to be necessary by the City

Engineer. All such easements requested by the City shall be in writing in recordable form approved by the City, and recorded by the Developer prior to construction. Copies of easements shall be provided to the city prior to construction and also provided to the City with verification of recording.

- g. Insurance. The Developer will cause each entity with whom Developer contracts for the construction and installation of any Improvements to furnish the City with the same evidence of complete insurance coverage, including workers compensation, liability and property damage, as is required on City contracted construction projects as determined by the general specifications now in use or as may be further required by the City.
- h. Security for Developer's Performance.

No work shall be commenced under this Agreement until the Developer shall file with the City Clerk security for the Escrow Account for Improvements and the Escrow Account for Oversight Services as described below:

- (1) Escrow Account for Improvements (Security):
 - (a) The Security must be pledged for the duration of the installation, construction and payment of Improvements and the performance of this Agreement and for the warranty period required in this Agreement as assurance and warranty for the proper installation and construction by the Developer of the Improvements.
 - (b) All Security provided must specify that funds will be paid to the City upon written demand from time to time by the City to the extent of default herein by Developer in the completion of construction, installation, completeness, fitness, payment and warranty of the Improvements and/or for the performance of this Agreement.
 - (c) The Security and any subsequent replacement Security delivered pursuant hereto if it's expiration date is prior to the date of completion of the obligations contained in this Agreement or for the completion of construction, installation, fitness, completeness, payment of the Improvements and Warranty Period shall provide for automatic renewal until the obligations contained in this Agreement are met and completion of construction, installation, fitness, completeness, payment of the Improvements and Warranty Period are met by release or partial release by the City upon partial or full performance as the case may be.
 - (d) Developer may provide a penal bond, with corporate surety approved by the City assuring the proper installation, construction, completion,

fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement; or

Developer may provide satisfactory evidence of deposit of the required amount of Security in escrow in a national or state chartered bank located in Minnesota, acceptable to the City, of cash, together with a written acknowledgment from such bank that it holds such funds as security for the proper installation, construction, completion, fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement and that the Bank will disburse such funds only upon the written notice and consent of the City. Developer, City and Bank will enter into a Disbursement Agreement for disbursement of the funds; or

Developer may provide an irrevocable letter of credit from a national or state chartered bank located in the State of Minnesota or other financial institution approved by the City for the required amount of Security, with acknowledgment that said irrevocable letter of credit is security for the proper installation, construction, completeness, fitness, payment and warranty for the Improvements and the performance by the Developer of this Development Agreement. Any approved irrevocable Letter of Credit shall provide for automatic renewal of said Letter of Credit unless released or partially released by the City upon partial or final performance by Developer.

If applicable, this section shall satisfy Minn. Stat. 574.26 for Performance and Payment Bonds. Developer further agrees that if Minnesota Statutes or other laws require additional bonds or security to be pledged to the City that Developer will secure the bonds and/or other security prior to commencement of the Improvements. The requirement for additional bonds and/or security shall be considered part of this Development Agreement as if fully set forth herein.

(2) Escrow Account for Oversight Services (Security).

- (a) Developer shall deposit with the City cash in the required amount of the Security for the payment of Oversight Services to be performed by or on behalf of the City.
- (b) The City will, from time-to-time, send to the Developer statements for payment of Oversight Services provided. Any cash deposits pledged by the Developer to the City as Security for Oversight Services shall be drawn upon or debited for said amounts. If the funds deposited or remaining on deposit are not sufficient to provide

for payment of Oversight Services, the City may require additional sums to be deposited with the City as security for Oversight Services. The City may elect to bill the Developer for Oversight Services in lieu of an additional deposit with the City. The Developer shall promptly remit such sums as are billed by the City to the City no later than twenty (20) days from the date of the statement from the City. The Developer will be considered in default until such sums are paid and the City may require the Developer to cease all activities of the Development until the Developer is no longer in default.

(c) The Security must be pledged for the duration of the installation, construction and payment of Improvements, the performance of this Agreement, and for the warranty period required in this Agreement as assurance for the payment for Oversight Services.

i. Faithful Performance of Construction Contracts and Bond. The Developer will fully and faithfully comply with all terms of any and all Contracts entered into by the Developer for the installation and construction of all Improvements and hereby guarantees the workmanship and materials for the warranty period set forth herein.

In the event that the Developer fails to comply with the terms of any Contracts entered into by the Developer for the installation and construction of the Improvements or fails to complete the Improvements including final punch list items within the time frame set by the City, or fails to honor the guaranty of the workmanship and materials for the warranty period following the City's acceptance of the Improvements or fails to abide by this Agreement, the City may, in addition to other remedies permitted by law, have the right to withhold building permits, order the Developer to stop construction of the Improvements, withhold occupancy permits and/or refuse to accept any Improvements, or refuse to provide other City services until the Developer shall comply herein. The City is not responsible for the payment to any contractor, subcontractor or suppliers contracted by Developer for the installation and construction of the Improvements.

j. Development Credit. If the City has requested the Developer to oversize certain components of the improvements being installed in the Development to service other developments. Developer will receive credit or repayment by the City for the cost differences for this oversizing. The credit or repayment is to be determined by the City Engineer. NA

k. Release of Security. Upon partial performance by the Developer and as may be approved of by the City, in the City's sole discretion, an amount of the Security pledged as provided herein may be released in proportion to the completed performance of this Agreement to the amount deposited as Security. Upon complete fulfillment of this Agreement including the warranty period, the City shall release the

Security pledge by the Developer, less any amount used by the City to satisfy the obligations of the Developer as set forth in this Development Agreement.

6. **CLEAN UP AND REMOVAL.** The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping. Developer shall be responsible for ensuring that all vacant lots comply with the City's Code regarding nuisances.

7. **OWNERSHIP OF IMPROVEMENTS.** Upon Developer's completion of the Improvements, the City shall inspect Improvements and notify Developer if any of the Improvements do not conform to the requirements of this Agreement. Upon compliance with this Agreement with respect to Improvements, the City shall give formal notice of acceptance to Developer and thereafter Developer shall have no responsibility with respect to the maintenance of the Improvements, except during any warranty periods expressly set forth herein.

If building permits are issued prior to the acceptance of Improvements, the Developer assumes all liability and costs resulting in delays in completion of Improvements and damage to Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been improved with minimum road improvements and the Utilities are accepted by the City Engineer in writing.

8. **CLAIMS.** In the event that the City receives claims from suppliers of labor, material, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, material suppliers, or others are seeking payment from the City, the Developer

hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Security in an amount up to 125 percent of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the security deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement. The City is not responsible for any claim from suppliers of labor, material or others for work performed on behalf of the Developer or otherwise as required by this Agreement.

9. **WARRANTY.** The Developer warrants all improvements required to be constructed by it pursuant to this Agreement against poor material and faulty workmanship. The Warranty Period for Streets and/or Walkways is one year. This Warranty Period shall commence following completion of the Improvement and acceptance by City Council. The City shall retain the Security posted by the Developer until the Warranty Periods expire. The Security may be used to pay for warranty work, unless corrected by the Developer.

9. **RESPONSIBILITY FOR COSTS.**

- a. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the Property, including but not limited to legal, planning, engineering and inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- b. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and development of the Property. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.

- c. The Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and attorneys' fees.
- d. The Developer shall be responsible for payment of all staff time, engineering time, attorneys' fees, and any and all costs in connection with the development or in connection with the Development platting process, and any errors or omissions by the Developer. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within twenty (20) days after receipt. If the bills are not paid on time, the City may halt plat development, construction, and refuse to issue building permits until the bills are paid in full. Bills not paid within twenty (20) days shall accrue interest at the lesser rate of eighteen percent (18%) per year, or the maximum interest rate permitted by law. The City may draw on the Security pledged pursuant to Section 7 of this Agreement.
- e. In addition to the charges and special assessments referred to herein, other charges as required by City ordinance may be imposed such as, but not limited to, building permit fees.

10. GENERAL PROVISIONS.

- a. Developer's Representations. The Developer represents to the City that the plat and Property complies with all city, county, state, and federal laws and regulations, including but not limited to: subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the plat and/or Property does not comply, the City may, at its option, refuse to allow construction or development work in the plat and Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- b. Binding Effect. The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and shall be binding upon all future owners of all or any part of the Property and Development and shall be deemed covenants running with the land (Property). References herein to Developer, Owner, Contract Vendor or Mortgagee, if there be more than one, shall mean each and all of them. This Agreement, at the option of the City, shall be placed of record so as to give notice hereof to subsequent purchasers and encumbrances of all or any part of the Property and Development and all recording fees, if any, shall be paid by the Developer. Failure to record this Agreement will not relieve the successors in interest for the obligations and liabilities under this Agreement.
- c. Release of City from Liability. Developer hereby releases the City, its officers and employees from all damage, compensation or claims from any and all causes other than the intentional misconduct of the City of Jenkins, its officers and employees arising in any way from the Development, Improvements, or the Property. Developer agrees to indemnify, defend, including payment of attorney's fees and

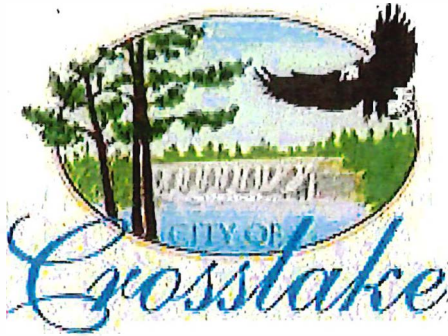
costs to the City, and hold City, its officers and employees harmless from and against any claims, loss or expense arising out of injury, death or property loss or damage occurring on the Property or Development or any other Property arising out of the Improvements except only to the extent caused by the intentional misconduct of the City, its officers or employees. This release of liability shall be given broad interpretation for the benefit of the City.

- d. Default. In the event that the Developer has not performed to the satisfaction of the City under the terms and conditions of this Agreement or has failed to perform, complete, warranty, or pay for any of the Improvements obligated to be performed, completed, warrantied, or paid for by the Developer, the Developer shall after ten (10) days written notice by the City to the Developer and if the Developer has not cured said non-performance, completion, warranty or payment within said ten (10) day period of time, the Developer shall be considered in default, except in situations in which the circumstances dictate an immediate correction, which will then require only reasonable notice. The City shall have available to it all of its remedies pursuant to law, equity and this Agreement and may in addition thereto draw upon any letter of credit, performance bond or penal bond or such funds that are deposited in escrow or other surety or Security placed with the City for full total performance, completion, installation, warranty, payment, together with the City's costs, attorney's fees and expenses as additional remedies. The City may withhold issuance of any building permits and certificate of occupancy, and order the halting of any of the Improvements or may withhold acceptance of the Improvements or may withhold providing any additional City services to the Property, Development, or Developer.

In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act, and shall not be necessary for the City to seek a Court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part. **Developer waives the procedural requirements of Minn. Chapter 429.**

By their signatures below, the City and the Developer acknowledge that they have read this Agreement, understand and agree to its terms and have received an executed copy of same.

[The balance of this page intentionally left blank]



REQUEST FOR CITY TO TAKE OVER ROAD

Name of Applicant(s): _____

Address: _____

City, State, ZIP: _____

Phone: _____ Alternate Phone: _____

Location of Road: _____

Has road been built to all city standards? _____

City requires that road be chip sealed one year after paved. **Has this been done yet Yes ___ No ___ If no- The cost estimate to be placed in Escrow will be determined by the City Engineer.**

Signature of Applicant(s): _____ Date: _____

***By signing above, I acknowledge that I am responsible for all fees incurred by the City as a result of professional services provided by the City Engineer, City Attorney, and other contracted agencies in reviewing my application.**

Approved by City Engineer: _____ Date: _____

Approved by Public Works Director: _____ Date: _____

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY OF CROSSLAKE TO ACCEPT XYZ ROAD INTO THE PUBLIC ROADWAY SYSTEM

WHEREAS, a request has been made to the City of Crosslake ("City") to accept the maintenance and jurisdiction of XYZ Road ("the Road"); and

WHEREAS, the Road is currently a developer-built road; and

WHEREAS, the Road has been inspected by the City Public Works Department and City Engineer and found to meet all current city specifications and standards for construction, safety, and width (66 ft right-of-way, etc.); and

WHEREAS, the City Council determines that accepting the Road is in the best interest of the health, safety, and welfare of the public, as it will [improve connectivity/provide better emergency access]; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CROSSLAKE, MN:

1. **Acceptance:** The City Council hereby formally accepts XYZ Road into the City of Crosslake Public Roadway Network.
2. **Jurisdiction & Maintenance:** The City assumes all jurisdiction, control, and responsibility for the maintenance and repair of the Road, effective [Date].
3. **Documentation:** The [City Clerk/Public Works Director] is directed to record all necessary documents, including plats and deeds, in the office of the County Recorder.
4. **Effectiveness:** This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED by the City Council of the City of Crosslake this ____ day of _____, 20__.

[Mayor Name], Mayor

ATTEST:

[City Clerk Name], City Clerk

Sharyl Murphy

From: Phil Martin <Phillip.Martin@bolton-menk.com>
Sent: Tuesday, April 7, 2026 12:04 PM
To: dschrupp@crosslake.net; Sharyl Murphy; Patrick Wehner; tomswen@crosslake.net; kody10wagner@hotmail.com; tim_berg220@msn.com; Mary Prescott
Subject: RE: Questions on Developers Roads to be taken over by City.
Attachments: Bid Summary.pdf

Regarding the question raised about the 2026 County Sealcoat Bid. I contacted Jordan Larson with the County. He indicated that he hasn't had time to breakout each City or Township cost amounts but that bids were lower than their estimate (see bid summary). Hopefully the City's amount is less. There is no guarantee is the savings isn't all spread equally.



Phil Martin, PE (MN)
Municipal Practice Leader | Principal
Bolton & Menk, Inc.

☎ [\(218\) 821-7265](tel:(218)821-7265)

7a.

Contract 2026 Seal Coat - Bid Summary

Report Date	Contract Name	Contract Number	Local	Release Date	Bid opening
2026-03-18	2026 Seal Coat	26008	CP 18-200-140	2/21/2026, 12:00 AM	Mar 18, 2026, 8:00 AM

Bid Abstract Summary

Bid Name	Total	% Over/Under Estimate
Engineer's Estimate	\$754,902.65	
Asphalt Surface Technologies Corp.	\$664,146.77	12.02% UNDER
Allied Blacktop Company	\$758,747.23	0.51% OVER
Morris Sealcoat & Trucking, Inc.	\$759,928.21	0.67% OVER

7b.

KAMCO Inc.

23524 735th Ave
Dassel, MN 55325
612-508-3904

Quote

Date	Quote #
4/21/2026	201795

Name / Address
City of Crosslake 37028 County Road 66 Crosslake, MN 56442

Rep	Project

Description	Qty	Total
Crack Seal Woodland, South landing, Forest Lodge Rd, Roberts St, Harbor Ln, Sunset Dr. Sunrise Island, Perkins Rd,		47,880.00
Urbans Point Rd, Swann Dr. Pioner Dr, Pine Bay Rd, Log Lndg, Headquarters, Luthberjack Ln, Kimball Rd, Bunk House Rd,		0.00
Black Smith Pl, Tall Timbers Tr, Miller Rd, Backdahl Rd, and Egret Rd		0.00
Price includes Labor and Material to clean and seal roads as per map		0.00
Total		\$47,880.00

Thank you
Ken Tormanen
612-508-3904

7. c.

Mike Schaefer Sealcoating, LLC

30377 153rd St
Pierz, MN 56364 US
(320) 630-7041
bradkapsner21@gmail.com
<https://www.mikeschaefersealcoating.com/>



Estimate

ADDRESS
Cross lake Walking Path Manhattan

SHIP TO
Cross lake Walking Path Manhattan

ESTIMATE **1046**
DATE **07/16/2025**

SERVICE	QTY	DESCRIPTION	AMOUNT
Services	1	Manhattan	0.00
Sealcoating	94,898	Square feet of asphalt to clean and sealcoat with MixTex Pitch Black Sealer	19,344.00
Crack Filling	1,763	Feet of cracks to blow out and fill with MN DOT Spec 3723 Hot Rubber	0.00
Services	1	Perkins Road	0.00
Sealcoating	17,094	Square feet of asphalt to clean and sealcoat with MixTex Pitch Black Sealer	3,725.00
Crack Filling	145	Feet of cracks to blow out and fill with MN DOT Spec 3723 Hot Rubber	0.00
Services	1	Skid and broom to sweep walking paths	0.00
TOTAL			\$23,069.00

Accepted By

Accepted Date

7d.

Mike Schaefer Sealcoating, LLC
30377 153rd St
Pierz, MN 56364
(320) 630-7041
bradkapsner21@gmail.com



Estimate

ADDRESS

Pat Wechner.
Walking path Highway 66
(507) 440-1174
pwehner@cityofcrosslake.org
Cross Lake

ESTIMATE # 1082

DATE 04/14/2026

	QTY	DESCRIPTION	AMOUNT
Sealcoating	105,860	Square feet of asphalt to clean and sealcoat with MixTex Pitch Black Sealer	22,243.00
Crack Filling	1,378	Feet of cracks to blow out and fill with MN DOT Spec 3723 Hot Rubber	0.00
Services	1	Skid loader and broom to sweep the walking path	0.00
TOTAL			\$22,243.00

Accepted By

Accepted Date

7.e.

Mike Schaefer Sealcoating, LLC
30377 153rd St
Pierz, MN 56364
(320) 630-7041
bradkapsner21@gmail.com



Estimate

ADDRESS

Pat. Wechner.
Cross Lake Roads
(507) 440-1174
pwehner@cityofcrosslake.org
Cross Lake

ESTIMATE # 1084

DATE 04/20/2026

	QTY	DESCRIPTION	AMOUNT
Crack Filling	21,309	Feet of cracks to blow out and fill with MN DOT Spec 3723 Hot Rubber. 20 roads	13,424.00
TOTAL			\$13,424.00

Accepted By

Accepted Date

7. p.

Mike Schaefer Sealcoating, LLC
30377 153rd St
Pierz, MN 56364
(320) 630-7041
bradkapsner21@gmail.com



Estimate

ADDRESS

Pat. Wechner.
Harbor Lane walking Path
(507) 440-1174
pwehner@cityofcrosslake.org
Cross Lake

ESTIMATE # 1085

DATE 04/20/2026

	QTY	DESCRIPTION	AMOUNT
Sealcoating	37,250	Square feet of asphalt to clean and sealcoat with MixTex Pitch Black Sealer	6,705.00
Crack Filling	0	Feet of cracks to blow out and fill with MN DOT Spec 3723 Hot Rubber	0.00
TOTAL			\$6,705.00

Accepted By

Accepted Date



BOLTON & MENK

Real People. Real Solutions.

MEMORANDUM

Date: April 29, 2026
To: Pat Wehner, Public Works Director
From: Phil Martin, PE
Subject: Update for May 4, 2026 Public Works Meeting

Harbor Lane Improvements

The construction work is complete. We are waiting for turf establishment to reach the appropriate level at which point we can close out the project.

Private Development Roads– Below are general updates for property development that has expressed an interest in turning over their road to the City:

- River Trail Road (Cunningham) – No update.
- Grand Review (Miller) – No update

Year 3 Road Improvements – The County opened bids on February 18, 2026. The low bidder was Anderson Brothers. Anderson Bros plans to complete paving in Crosslake from June 15 to June 30.

The County provided a bid summary that indicated the low bid was less than estimated by the County. The County was going to provide a schedule and City cost breakout, however; that information has not been provided at this time.

5-Yr Road Plan Update – We completed the Preliminary Engineering Report for the 5-Yr Road Improvement Plan Update. The Council adopted the 5-yr Road Improvement Bond Process at the April council meeting. The process requires a 30 day reverse referendum period before final adoption can be achieved.

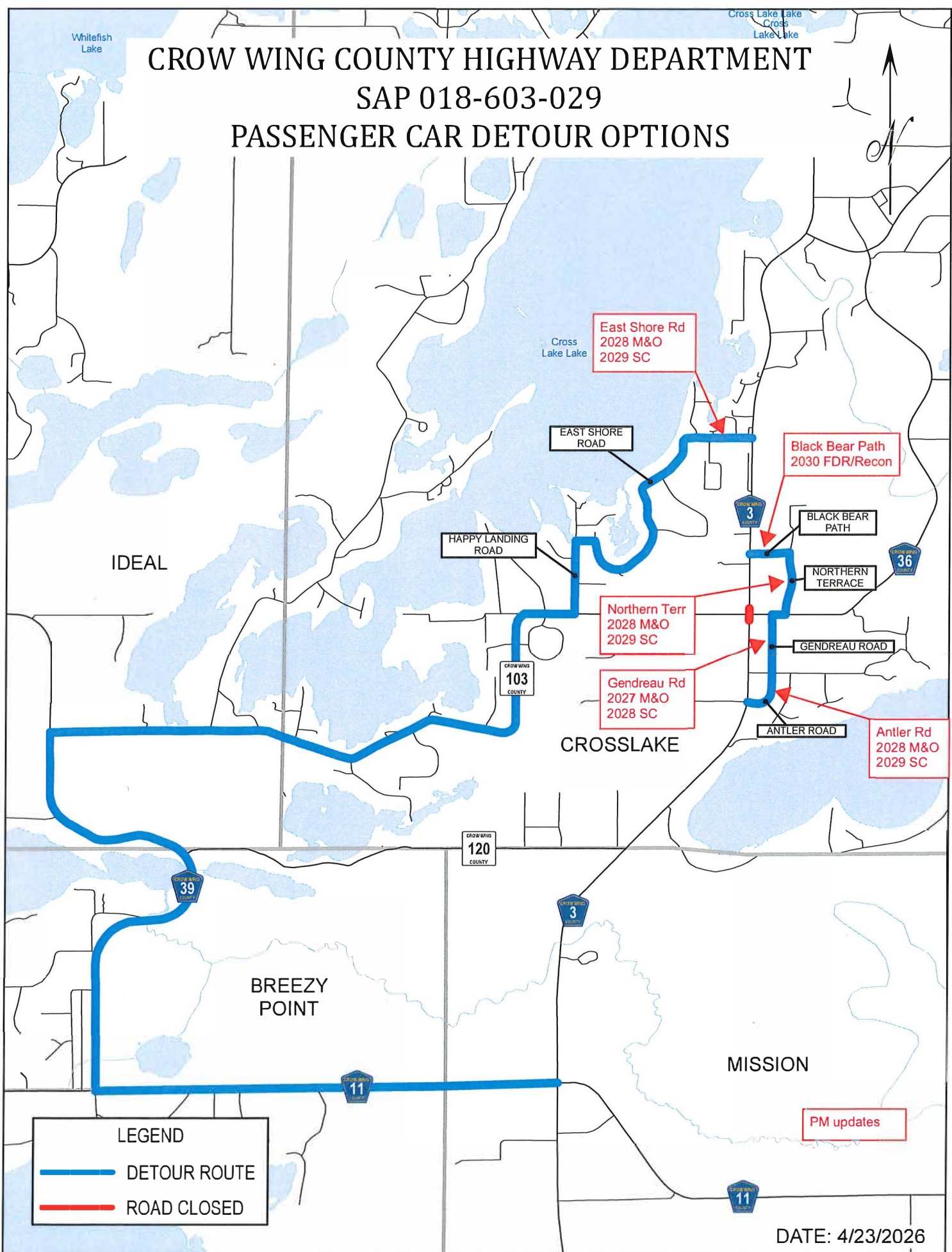
Sunrise Boulevard Improvements – Contracts are available for the City to sign. Anderson Bros plans to complete the improvements June 15 and June 30.

CR 103/CSAH 3 Detour Options – Crow Wing County has provided Truck Detour and Passenger Car Detour options for their planned intersection improvement in 2028. I have added the City's proposed 5-Yr Road Improvements planned relative to those detour options for discussion with the City and the County.

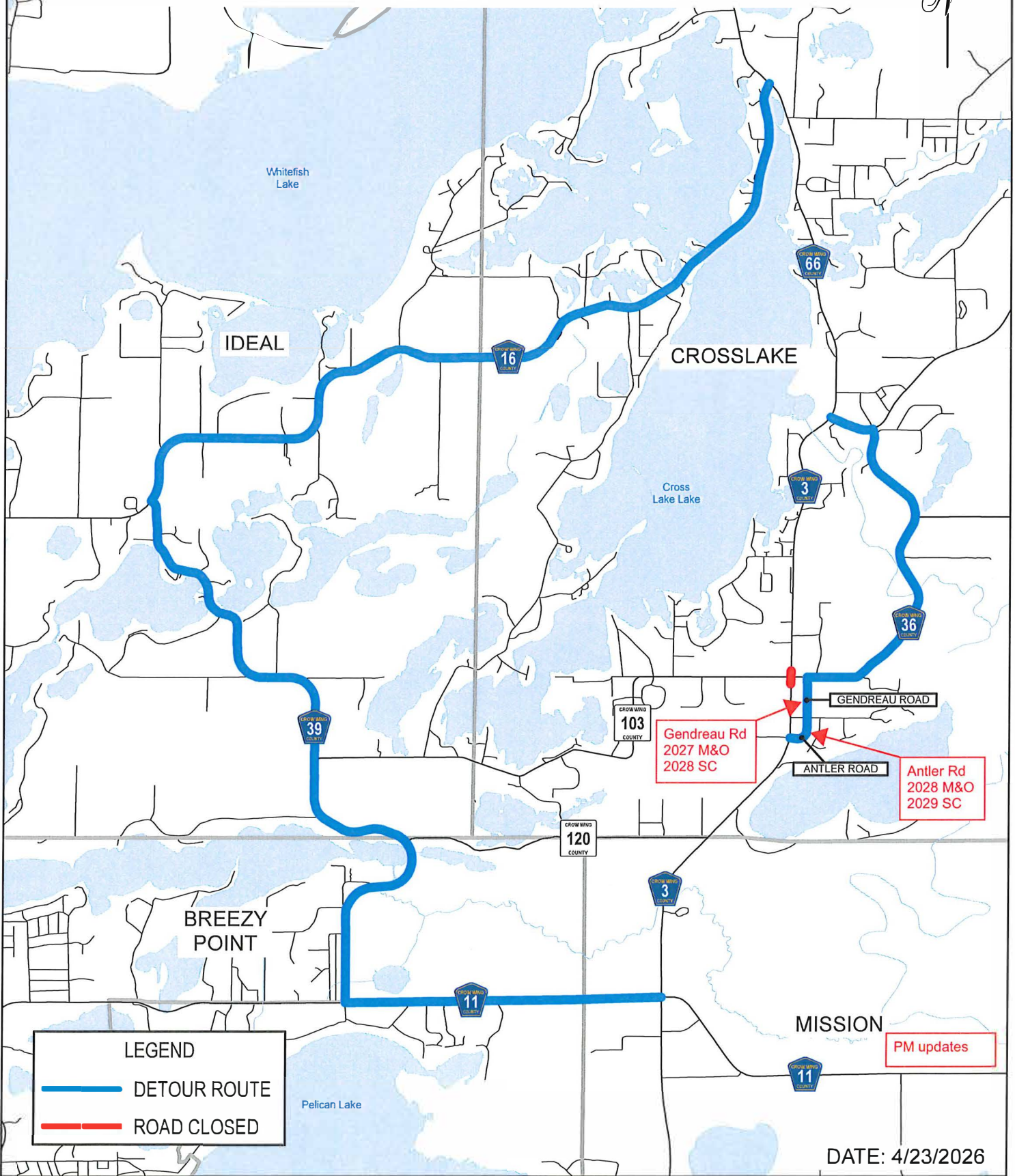
CR 103 Trail – I submitted a request to the Minnesota Indian Affairs Council (MIAC) for review and comment of a proposed pedestrian trail along the north side of CR 103 right-of-way from Perkins Rd to CSAH. As of today, I have not received a response.

Shores Rd Trail Connection to CSAH 66 – I submitted a trail concept to Marine Max representatives to seek their willingness to work with the City to create that trail connection. Based on feedback I received, Marine Max is willing to consider but needs to discuss internally relative to their operations and future improvements that they are considering.



CROW WING COUNTY HIGHWAY DEPARTMENT SAP 018-603-029 PASSENGER CAR DETOUR OPTIONS



CROW WING COUNTY HIGHWAY DEPARTMENT SAP 018-603-029 TRUCK DETOUR OPTIONS



LEGEND

-  DETOUR ROUTE
-  ROAD CLOSED

Gendreau Rd
2027 M&O
2028 SC

Antler Rd
2028 M&O
2029 SC

PM updates

15c.



Real People. Real Solutions.

7656 Design Road
Suite 200
Baxter, MN 56425-8676

Ph: (218) 825-0684
Fax: (218) 825-0685
Bolton-Menk.com

April 1, 2026

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

RE: Engineering Assistance – County Road 103 Trail Planning

Dear Pat:

The Crow Wing County Highway Department (County) has notified the City of Crosslake that they intend to construct a roundabout at the intersection of County Rd 103 (CR 103) and County State Aid Highway 3 (CSAH 3) during the 2028 construction season. The City has discussed constructing a paved trail along CR 103 that would connect the existing paved trail along Perkins Road with the proposed roundabout. The County has indicated that they plan the new roundabout to include trail connections and have identified their plans will be completed in September 2027. We understand that the County would request that City trail construction plans be completed by September 2027 if the City wants to join the County's project. The City has the option to pursue trail construction as an independent City led project on their desired timeframe.

The City received the Phase 1 Archeological Reconnaissance Survey of the CR 103 right-of-way relative to a proposed paved trail improvement that identified three linear mounds that would be in conflict with a trail alignment in and adjacent to the CR 103 right-of-way. As a result, continued development of the proposed plan will require consultation with the Minnesota Indian Affairs Council (MIAC) and other pertinent agencies like the State Historical Preservation Office (SHPO).

Based on this reconnaissance survey, we propose to assist the City provide consultation with MIAC regarding the proposed trail improvement at an estimated cost of \$2,000. This step will allow the City to understand MIAC concerns and set project direction.

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

Respectfully submitted,
Bolton & Menk, Inc.

Phillip M. Martin, P.E.
Principal Engineer

15d

Sharyl Murphy

From: Phil Martin <Phillip.Martin@bolton-menk.com>
Sent: Wednesday, April 8, 2026 9:44 AM
To: dschrupp@crosslake.net; Sharyl Murphy; Patrick Wehner; tomswen@crosslake.net; kody10wagner@hotmail.com; tim_berg220@msn.com; Mary Prescott
Cc: Andrew Beadell
Subject: RE: Questions on Developers Roads to be taken over by City.

In regard to paving in Crosslake I learned at the preconstruction meeting yesterday from Anderson Brothers:

CR 103 – Work planned for May 18 to June 12

Year 3 Street Paving – June 15 to June 30. We will get more detail from contractor as work progresses.

Sunrise Blvd – likely completed during same period as Year 3 Street paving



Phil Martin, PE (MN)
Municipal Practice Leader | Principal
Bolton & Menk, Inc.

☐ [\(218\) 821-7265](tel:(218)821-7265)

Sharyl Murphy

From: Phil Martin <Phillip.Martin@bolton-menk.com>
Sent: Tuesday, April 7, 2026 12:02 PM
To: dschrupp@crosslake.net; Sharyl Murphy; Patrick Wehner; tomswen@crosslake.net; kody10wagner@hotmail.com; tim_berg220@msn.com; Mary Prescott
Subject: RE: Questions on Developers Roads to be taken over by City.

On the question about CR 103 Speed Study. I reached out to Tim Bray at the County. They indicated the following:

We will work with Ken Hansen, MnDOT District 3 Traffic Engineer, to make sure the speed study is performed after the resurfacing project.



Phil Martin, PE (MN)
Municipal Practice Leader | Principal
Bolton & Menk, Inc.

☎ [\(218\) 821-7265](tel:(218)821-7265)

15. ♀

Sharyl Murphy

From: Phil Martin <Phillip.Martin@bolton-menk.com>
Sent: Thursday, April 30, 2026 8:08 AM
To: Patrick Wehner
Cc: Sharyl Murphy; Lori Conway
Subject: FW: 2026 Seal Coat Project
Attachments: Estimate after Bids.pdf

Pat

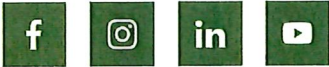
This should be provided for the PW Commission meeting.

The total cost is about \$10,000 less than the estimated cost for Year 3 sealcoat in the 5 Yr Road Plan which is good news. I assume the "black" chip would add cost. At this point I don't know how much. The County is looking into get that cost for me.



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Phil Martin, PE (MN)
Municipal Practice Leader | Principal
Bolton & Menk, Inc.

📍 7656 Design Road Suite 200, Baxter, Minnesota, 56425-8676

☎ (218) 297-8385

📠 (218) 821-7265

✉ phillip.martin@bolton-menk.com

🌐 www.Bolton-Menk.com

From: Jordan Larson <Jordan.Larson@crowwing.gov>
Sent: Thursday, April 30, 2026 7:40 AM
To: Phil Martin <Phillip.Martin@bolton-menk.com>; Leo Offerman <leoofferman@gmail.com>; Laura Fussy <lfussy@cityoflakeshore.gov>; Fairfield Township <fairfieldmn@gmail.com>
Cc: Ross Lake Township <rosslaketwp@gmail.com>; Les McCoy <upnorthcrowd@emily.net>; Patrick Wehner <pwehner@cityofcrosslake.org>
Subject: 2026 Seal Coat Project

*** WARNING: This email is from outside the company. Proceed with Caution***

All,

Attached is an updated estimate for the 2026 seal coat project after bids were received. I am still working on getting a schedule from the contractor for a start date, but the project will happen sometime between June 8th and August 7th. Make sure to try and get any crack sealing you need done on these roads completed before the seal coat operation.

Once I get a construction schedule, I will let you know. If you have any questions, please reach out.

15.g.

Thank you,

Jordan D. Larson, PE
Senior Engineer
Highway Department
16589 County Road 142
Brainerd, MN 56401

Office – 218-824-1110
Cell – 320-630-0504
www.crowwing.gov

We value your opinion, please let us know how we are doing by taking our [Customer Service Survey](#).



Our Vision: Being Minnesota's favorite place.
Our Mission: Serve well. Deliver value. Drive results.
Our Values: Be responsible. Treat people right. Build a better future.

ITEM NUMBER	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITY	CROW WING COUNTY	FAD ROADS	FAIRFIELD TOWNSHIP	ROSS LAKE TOWNSHIP	CITY OF CROSS LAKE	CITY OF LAKESHORE	UNIT PRICE	CROW WING COUNTY	FAD ROADS	FAIRFIELD TOWNSHIP	ROSS LAKE TOWNSHIP	CITY OF CROSS LAKE	CITY OF LAKESHORE	TOTAL COST
2021.501	MOBILIZATION	LUMP SUM	1	0.20	0.19	0.09	0.08	0.38	0.06	\$60,000.00	\$12,000.00	\$11,400.00	\$5,400.00	\$4,800.00	\$22,800.00	\$9,600.00	\$60,000.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	17					15	2	\$140.00					\$2,100.00	\$280.00	\$2,380.00
2355.506	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	29563	5660	5864	2667	2347	11302	1723	\$9.20	\$18,112.00	\$18,764.80	\$8,534.40	\$7,510.40	\$96,166.40	\$5,513.60	\$94,601.60
2356.504	BITUMINOUS SEAL COAT FA-2.5	SQ.YD	299664	43693	48797	20444	19556	92815	14959	\$0.88	\$38,449.84	\$42,941.36	\$17,990.72	\$17,209.28	\$81,677.20	\$12,695.92	\$710,904.32
2356.506	BITUMINOUS MATERIAL FOR SEAL COAT	GALLON	84896	15641	17086	7245	6844	32554	5026	\$9.02	\$47,295.82	\$51,999.72	\$21,879.90	\$20,668.88	\$98,913.08	\$15,178.52	\$254,875.92
2582.503	TRAFFIC CONTROL	LUMP SUM	1	0.20	0.19	0.09	0.08	0.38	0.06	\$15,000.00	\$3,000.00	\$2,850.00	\$1,350.00	\$1,200.00	\$5,700.00	\$900.00	\$15,000.00
2582.503	INTERIM PAVEMENT MARKING	LIN FT	54190	25598	948	16000		11684		\$0.26	\$6,645.08	\$246.48	\$167.40		\$3,097.84		\$14,089.40
2582.503	4" SOLID LINE PAINT	LIN FT	91029	55850	1395	16000		17784		\$0.12	\$6,702.00	\$167.40	\$1,920.00		\$2,134.08		\$10,923.48
2582.503	24" SOLID LINE PAINT	LIN FT	76					76		\$6.30	\$0.00		\$98.40		\$478.80		\$478.80
2582.503	4" BROKEN LINE PAINT	LIN FT	2360	1140	820			400		\$0.12	\$136.80	\$98.40			\$48.00		\$283.20
2582.518	PAVEMENT MESSAGE PAINT	SQ.FT	83		83					\$7.35		\$610.05					\$610.05
TOTAL											\$132,281.54	\$128,678.21	\$61,255.02	\$54,388.56	\$252,455.40	\$38,108.04	\$664,146.77

10% Design, Construction, & Contract Admin	\$6,125.50	\$5,138.86	\$25,245.54	\$9,810.80
Total	\$67,358.52	\$56,527.42	\$277,700.94	\$41,918.84

TO: PUBLIC WORKS COMMISSION
FR: LORI CONWAY
RE: STORMWATER PROJECT ADJACENT TO SIMONSON LUMBER
DA: APRIL 30, 2026

MEMORANDUM

TIMELINE:

APRIL 14 EMAIL RECEIVED FROM MELISSA BARRICK – CROW WING SOIL AND WATER CONSERVATION DISTRICT.

Stating an in section at this location was completed in July 2025. Based on the inspection they recommended:

1. Meet with Simonson Lumber to discuss how the SWCD/City can help with additional stormwater management, winter maintenance, gravel maintenance, and parking improvements including a winter maintenance plan to prevent snow storage within the bioretention area.
2. Have City Staff remove sediment buildup in the bioretention area to ensure proper drainage.
3. Replace the beehive structure (on overflow pipe) with a structure that will not clog with leaves and debris.

She also states that depending on the final project's scope and logistics, the SWCD may have additional funds to help the City and Simonson Lumber in implementing practices to address the issues.

Phil stated that Pat and he met back in July the city agreed to some minor maintenance and Melissa ended up sending out maintenance staff to pull the invasive vegetation in the pond.

The MPCA inspection occurred in August 2025. They raised concern which Pat and Phil met the beginning of April with them. Result: City needs to complete the items the MPCA identified.

APRIL 15 Melissa asked Phil if the city signed the Operation Maintenance Plans sent in July 2025. We have attached the Native Flower Rain Garden for review.

Sediment was removed out of the Simonson Pond after they plowed snow and they were asked to redirect the plowed snow next year. This will need to be monitored.

Did Public Works make decisions on this last year? How do you want to proceed.

Patrick Wehner

From: Melissa Barrick <melissa@cswcd.org>
Sent: Wednesday, April 15, 2026 2:24 PM
To: Phil Martin; Patrick Wehner
Cc: Jarrett Drileck
Subject: Re: Items to consider for the Publics Works Meeting

Hi Phil,

Did the City sign the Operation Maintenance Plans I sent in July of 2025? Please sign the OMP and email me the final signature. Who should be the signatory authority? I could also send the documents via Adobe Sign and have the person sign them electronically.

Thank you,

Melissa

From: Melissa Barrick
Sent: Tuesday, July 22, 2025 10:29 AM
To: Phil Martin <Phillip.Martin@bolton-menk.com>; Patrick Wehner <pwehner@cityofcrosslake.org>
Cc: Jarrett Drileck <Jarrett@cswcd.org>
Subject: Items to consider for the Publics Works Meeting

Phil,

I have attached the following items for the Crosslake Public Works Meetings.

1. Prairie Restoration Contractors that could help to maintain the Old Log Landing bioretention area.
2. Maintenance and Operation Plan that outlines the required maintenance for the three stormwater Projects and the stormwater pond at Island-Loon Lake. Please have the correct person sign the maintenance agreement and send it back to me.
3. Signage that will be placed out at the Stormwater Pond and three stormwater project locations. Sign size: 20 x 12. Install a metal green stake at the site (4 signs). I will add the City's and County's logos to the sign.
4. I will reach out to the County to ok the sign.

Let me know if you need anything else.

Thank you again!

Melissa Barrick
District Manager
322 Laurel Street, Suite 22, Brainerd, MN 56401
218-828-6197
melissa@cswcd.org
www.cswcd.org

NATIVE FLOWER RAIN GARDEN

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TO CONSERVATION



CLEAN
WATER
LAND &
LEGACY
AMENDMENT



Crow Wing
SOIL & WATER
CONSERVATION DISTRICT

Operations and Maintenance Plan for the City of Crosslake Old Log Landing, Log church, and Simonson Lumber

Operation and maintenance will include but not be limited to the following: Plan

Requirements

1. Crow Wing Soil & Water Conservation District Employees will be granted access to inspect the project for the duration of its lifespan. These inspections will occur in years 1, 3, and 9, after project installation.
2. The landowner should inspect the practice regularly and perform the designated activities as required by the operation and maintenance plan.
3. Detail the O&M activities that are likely to be required for the project.
 - Watering may be needed during the first year depending on rainfall conditions, this can be done using lake water.
 - Weeding may be necessary the first 1-3 years while the plants establish.
4. Specify how and when to accomplish all activities. See checklist on page 2.
 - Weeding can be done via spot mowing or hand pulling.

If there is a malfunction or failure of the practice or project, the land occupier should immediately notify Crow Wing Soil & Water Conservation District at (218) 828-6197.

Responsibility for malfunctions and failures will vary depending on the reason for and extent of the issue.

Should the land occupier fail to maintain installed practices during their effective life according to the operation and maintenance plan, the land occupier may be liable to the State of Minnesota for up to one hundred fifty percent (150%) of the financial assistance received to construct, install, or otherwise establish the practice.

Landowner Signature

Date

Activity	Frequency	Time period	Level of effort	O&M benefit ^a
Check that there is no ponding in the pretreatment device and/or in the main treatment area	Semi-annually	48 hours after a rain event and when ground is not frozen. Note that deep sumps can have ponding	1-2	1
Check for evidence of clogging in the pretreatment device, the inlets/outlets/bypass pipes, and in the main treatment area. Look for evidence of short circuiting or low spots that cause flow path issues.	Semi-annually	in spring and fall	1-2	1
Supplemental watering	As needed during extended dry periods	During dry periods	1-2 hours	2,3,4,5,6
Remove trash and debris from the pretreatment device and/or in the main treatment area.	Monthly during rainy season	All year long. Cleaning may need to be done more frequently during the summer storm season and less during the drier winter season	1-2 hours	1,5
Inspect for and remove excess sediment in the pretreatment device and/or in the main treatment area.	Monthly	All year long	4 hours if removal is needed	1

Check and repair eroded areas	Annually	In fall or spring when vegetation has died down	4 hours if repair is needed	1,2,3,4,5
Mow grass filter strips and bioretention turf cover	Seasonally, but outside of the main pollinator or wildlife nesting season	During growing season	1-2 hours	2,3,4,5
Weed and remove invasive plants	Twice during growing season	During growing season	1-2 hours	2,3,4,5
Inspect plant composition and health and replace as needed	Annually	In fall or spring	4 hours if plant replacement is needed	2,3,4,5,6
Prune trees and shrubs	Annually	In fall or spring	2-4 hours	2,3,4,5
Inspect for and repair broken inlets or pipes	As needed	Any time	2 hours, more if repairs are needed	1
Renew mulch ^b	As needed	In fall or spring	1-2 hours	4,5
Spring cleanup (cut back and remove last year's material)	Annually	In spring	2-4 hours	2,3,4,5

Fall cleanup (removed excessive leaf litter, particularly in areas with lots of trees)	Annually	In fall	2-4 hours	2,3,4,5
--	----------	---------	-----------	---------

Operations and Maintenance Plan for the City of Crosslake Island-Loon Stormwater Projects

Operation and maintenance will include but not be limited to the following: Plan Requirements

1. Crow Wing Soil & Water Conservation District Employees will be granted access to inspect the project for the duration of its lifespan. These inspections will occur in years 1, 8, 17, 24, after project installation.
2. The City should inspect the practice regularly and perform the designated activities as required by the operation and maintenance plan.
3. Contech Hydrodynamic separator maintenance requirements:
 - Remove sediment with a vacuum truck when the buildup reaches within 18 inches of the inlet pipe
 - Follow the Contech maintenance guide attached to this document.
4. Stormwater Pond Maintenance:
 - Complete annual inspection of the site
 - Check for sedimentation buildup in the pond.
 - Remove invasive species, terrestrial and aquatic, or wanted species.
 - Ensure inlets do not have debris or leaves before major stormwater events.

If there is a malfunction or failure of the practice or project, the land occupier should immediately notify Crow Wing Soil & Water Conservation District at (218) 828-6197.

Responsibility for malfunctions and failures will vary depending on the reason for and extent of the issue. Should the land occupier fail to maintain installed practices during their effective life according to the operation and maintenance plan, the land occupier may be liable to the State of Minnesota for up to one hundred fifty percent (150%) of the financial assistance received to construct, install, or otherwise establish the practice.

Landowner Signature

Date

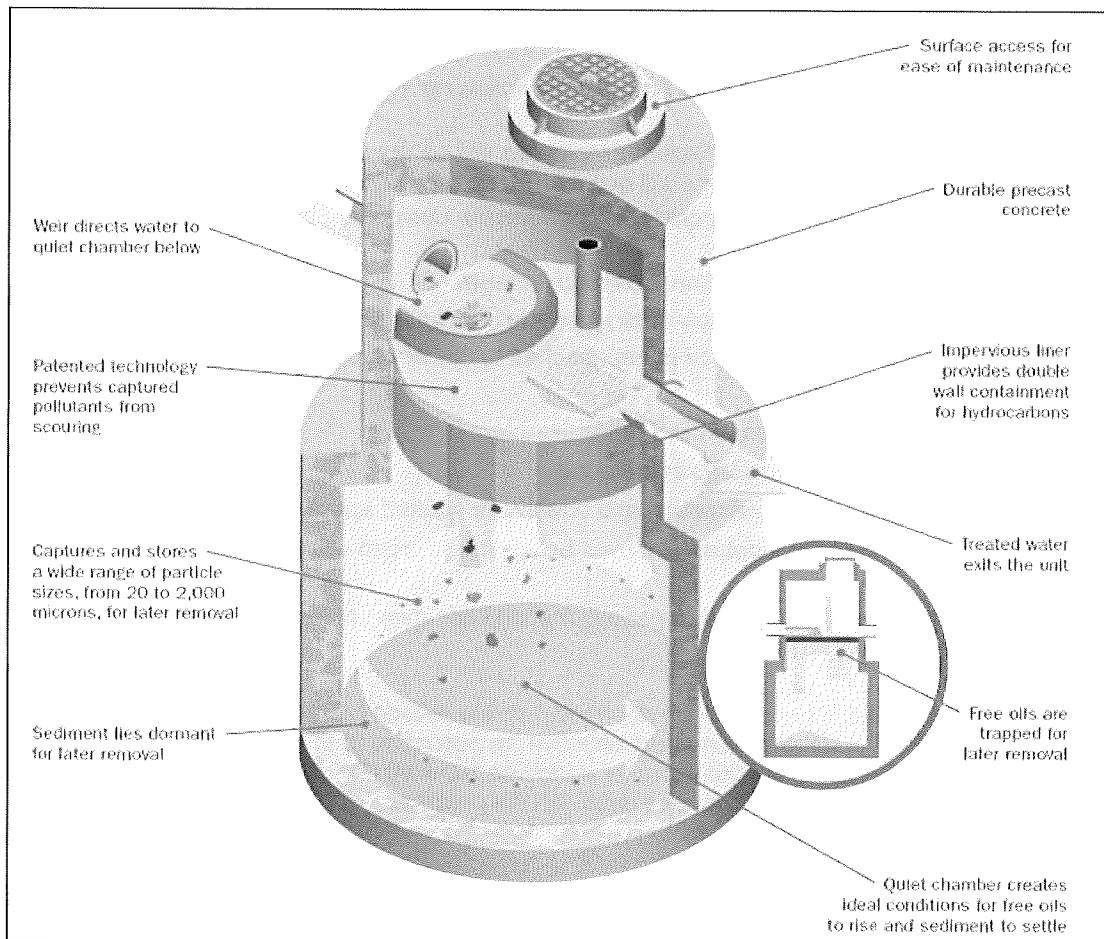


Figure 1. Inline Stormceptor

Operation

As water flows into the Stormceptor unit, it is slowed and directed to the lower chamber by a weir and drop tee. The stormwater enters the lower chamber, a non-turbulent environment, allowing free oils to rise and sediment to settle. The oil is captured underneath the fiberglass insert and shielded from exposure to the concrete walls by a fiberglass skirt. After the pollutants separate, treated water continues up a riser pipe, and exits the lower chamber on the downstream side of the weir before leaving the unit. During high flow events, the Stormceptor System's patented scour prevention technology ensures continuous pollutant removal and prevents re-suspension of previously captured pollutants.

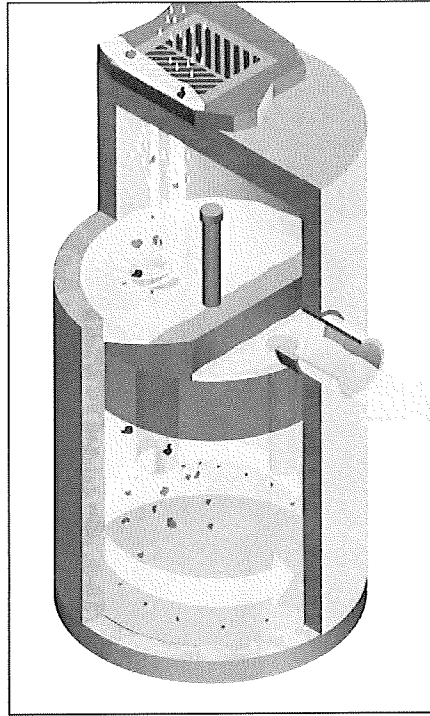


Figure 2. Inlet Stormceptor

4.3. Inlet Stormceptor

The Inlet Stormceptor System, Figure 2, was designed to provide protection for parking lots, loading bays, gas stations and other spill-prone areas. The Inlet Stormceptor is designed to remove sediment from stormwater introduced through a grated inlet, a storm sewer pipe, or both.

The Inlet Stormceptor design operates in the same manner as the Inline unit, providing continuous positive treatment, and ensuring that captured material is not re-suspended.

4.4. Series Stormceptor

Designed to treat larger drainage areas, the Series Stormceptor System, Figure 3, consists of two adjacent Stormceptor models that function in parallel. This design eliminates the need for additional structures and piping to reduce installation costs.

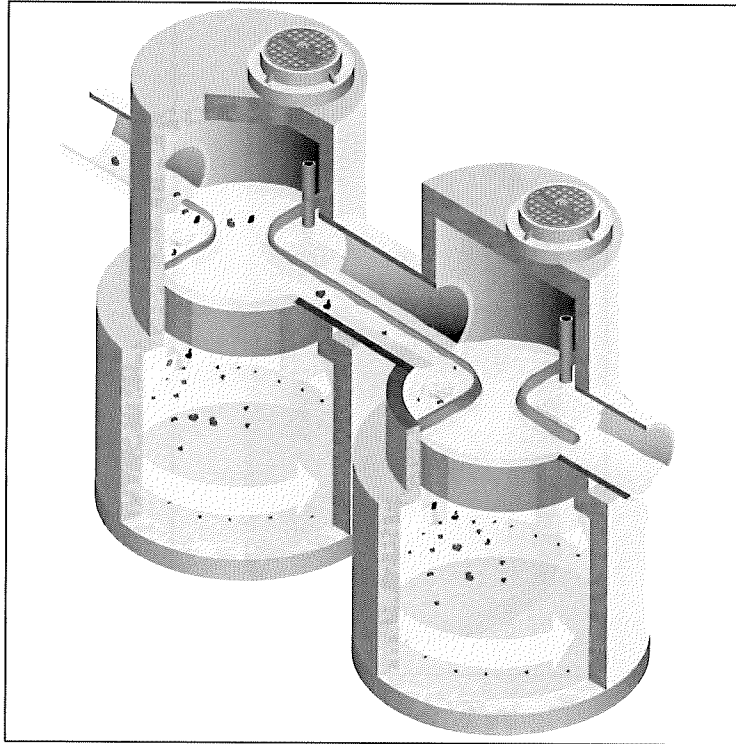


Figure 3. Series System

The Series Stormceptor design operates in the same manner as the Inline unit, providing continuous positive treatment, and ensuring that captured material is not re-suspended.

5. Sizing the Stormceptor System

The Stormceptor System is a versatile product that can be used for many different aspects of water quality improvement. While addressing these needs, there are conditions that the designer needs to be aware of in order to size the Stormceptor model to meet the demands of each individual site in an efficient and cost-effective manner.

PCSWMM for Stormceptor is the support tool used for identifying the appropriate Stormceptor model. In order to size a unit, it is recommended the user follow the seven design steps in the program. The steps are as follows:

STEP 1 – Project Details

The first step prior to sizing the Stormceptor System is to clearly identify the water quality objective for the development. It is recommended that a level of annual sediment (TSS) removal be identified and defined by a particle size distribution.

STEP 2 – Site Details

Identify the site development by the drainage area and the level of imperviousness. It is recommended that imperviousness be calculated based on the actual area of imperviousness based on paved surfaces, sidewalks and rooftops.

STEP 3 – Upstream Attenuation

The Stormceptor System is designed as a water quality device and is sometimes used in conjunction with onsite water quantity control devices such as ponds or underground detention systems. When possible, a greater benefit is typically achieved when installing a Stormceptor unit upstream of a detention facility. By placing the Stormceptor unit upstream of a detention structure, a benefit of less maintenance of the detention facility is realized.

STEP 4 – Particle Size Distribution

It is critical that the PSD be defined as part of the water quality objective. PSD is critical for the design of treatment system for a unit process of gravity settling and governs the size of a treatment system. A range of particle sizes has been provided and it is recommended that clays and silt-sized particles be considered in addition to sand and gravel-sized particles. Options and sample PSDs are provided in PCSWMM for Stormceptor. The default particle size distribution is the Fine Distribution, Table 2, option.

Table 2. Fine Distribution

Particle Size	Distribution	Specific Gravity
20	20%	1.3
60	20%	1.8
150	20%	2.2
400	20%	2.65
2000	20%	2.65

If the objective is the long-term removal of 80% of the total suspended solids on a given site, the PSD should be representative of the expected sediment on the site. For example, a system designed to remove 80% of coarse particles (greater than 75 microns) would provide relatively poor removal efficiency of finer particles that may be naturally prevalent in runoff from the site.

Since the small particle fraction contributes a disproportionately large amount of the total available particle surface area for pollutant adsorption, a system designed primarily for coarse particle capture will compromise water quality objectives.

STEP 5 – Rainfall Records

Local historical rainfall has been acquired from the U.S. National Oceanic and Atmospheric Administration, Environment Canada and regulatory agencies across North America. The rainfall data provided with PCSMM for Stormceptor provides an accurate estimation of small storm hydrology by modeling actual historical storm events including duration, intensities and peaks.

STEP 6 – Summary

At this point, the program may be executed to predict the level of TSS removal from the site. Once the simulation has completed, a table shall be generated identifying the TSS removal of each Stormceptor unit.

STEP 7 – Sizing Summary

Performance estimates of all Stormceptor units for the given site parameters will be displayed in a tabular format. The unit that meets the water quality objective, identified in Step 1, will be highlighted.

5.1. PCSWMM for Stormceptor

The Stormceptor System has been developed in conjunction with PCSWMM for Stormceptor as a technological solution to achieve water quality goals. Together, these two innovations model, simulate, predict and calculate the water quality objectives desired by a design engineer for TSS removal.

PCSWMM for Stormceptor is a proprietary sizing program which uses site specific inputs to a computer model to simulate sediment accumulation, hydrology and long-term total suspended solids removal. The model has been calibrated to field monitoring results from Stormceptor units that have been monitored in North America. The sizing methodology can be described by three processes:

1. Determination of real time hydrology
2. Buildup and wash off of TSS from impervious land areas
3. TSS transport through the Stormceptor (settling and discharge). The use of a calibrated model is the preferred method for sizing stormwater quality structures for the following reasons:
 - » The hydrology of the local area is properly and accurately incorporated in the sizing (distribution of flows, flow rate ranges and peaks, back-to-back storms, inter-event times)
 - » The distribution of TSS with the hydrology is properly and accurately considered in the sizing
 - » Particle size distribution is properly considered in the sizing
 - » The sizing can be optimized for TSS removal
 - » The cost benefit of alternate TSS removal criteria can be easily assessed
 - » The program assesses the performance of all Stormceptor models. Sizing may be selected based on a specific water quality outcome or based on the Maximum Extent Practicable

For more information regarding PCSWMM for Stormceptor, contact your local Stormceptor representative, or visit www.imbriumsystems.com to download a free copy of the program.

5.2. Sediment Loading Characteristics

The way in which sediment is transferred to stormwater can have a considerable effect on which type of system is implemented. On typical impervious surfaces (e.g. parking lots) sediment will build over time and wash off with the next rainfall. When rainfall patterns are examined, a short intense storm will have a higher concentration of sediment than a long slow drizzle. Together with rainfall data representing the site's typical rainfall patterns, sediment loading characteristics play a part in the correct sizing of a stormwater quality device.

Typical Sites

For standard site design of the Stormceptor System, PCSWMM for Stormceptor is utilized to accurately assess the unit's performance. As an integral part of the product's design, the program can be used to meet local requirements for total suspended solid removal. Typical installations of manufactured stormwater treatment devices would occur on areas such as paved parking lots or paved roads. These are considered "stable" surfaces which have non – erodible surfaces.

Unstable Sites

While standard sites consist of stable concrete or asphalt surfaces, sites such as gravel parking lots, or maintenance yards with stockpiles of sediment would be classified as "unstable". These types of sites do not exhibit first flush characteristics, are highly erodible and exhibit atypical sediment loading characteristics and must therefore be sized more carefully. Contact your local Stormceptor representative for assistance in selecting a proper unit sized for such unstable sites.

6. Spill Controls

When considering the removal of total petroleum hydrocarbons (TPH) from a storm sewer system there are two functions of the system: oil removal, and spill capture.

'Oil Removal' describes the capture of the minute volumes of free oil mobilized from impervious surfaces. In this instance relatively low concentrations, volumes and flow rates are considered. While the Stormceptor unit will still provide an appreciable oil removal function during higher flow events and/or with higher TPH concentrations, desired effluent limits may be exceeded under these conditions.

'Spill Capture' describes a manner of TPH removal more appropriate to recovery of a relatively high volume of a single phase deleterious liquid that is introduced to the storm sewer system over a relatively short duration. The two design criteria involved when considering this manner of introduction are overall volume and the specific gravity of the material. A standard Stormceptor unit will be able to capture and retain a maximum spill volume and a minimum specific gravity.

For spill characteristics that fall outside these limits, unit modifications are required. Contact your local Stormceptor Representative for more information.

One of the key features of the Stormceptor technology is its ability to capture and retain spills. While the standard Stormceptor System provides excellent protection for spill control, there are additional options to enhance spill protection if desired.

6.1. Oil Level Alarm

The oil level alarm is an electronic monitoring system designed to trigger a visual and audible alarm when a pre-set level of oil is reached within the lower chamber. As a standard, the oil

level alarm is designed to trigger at approximately 85% of the unit's available depth level for oil capture. The feature acts as a safeguard against spills caused by exceeding the oil storage capacity of the separator and eliminates the need for manual oil level inspection.

The oil level alarm installed on the Stormceptor insert is illustrated in Figure 4.

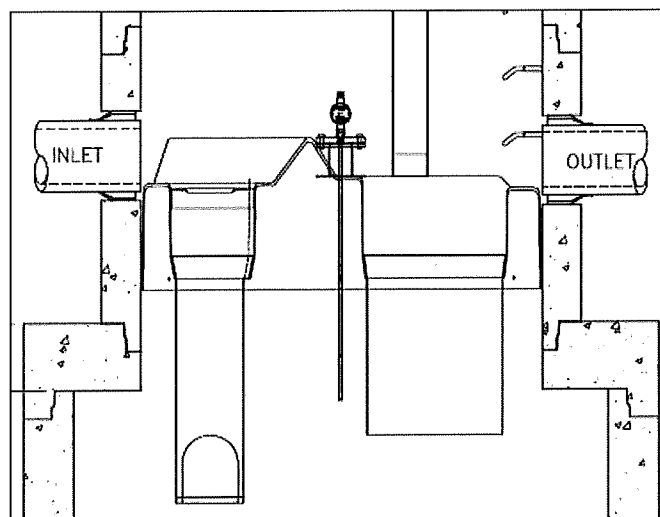


Figure 4. Oil level alarm

6.2. Increased Volume Storage Capacity

The Stormceptor unit may be modified to store a greater spill volume than is typically available. Under such a scenario, instead of installing a larger than required unit, modifications can be made to the recommended Stormceptor model to accommodate larger volumes. Contact your local Stormceptor representative for additional information and assistance for modifications.

7.8. Pre-treatment

The Stormceptor System may be sized to remove sediment and for spills control in conjunction with other stormwater BMPs to meet the water quality objective. For pretreatment applications, the Stormceptor System should be the first unit in a treatment train. The benefits of pre-treatment include the extension of the operational life (extension of maintenance frequency) of large stormwater management facilities, prevention of spills and lower total life-cycle maintenance cost.

7.9. Head loss

The head loss through the Stormceptor System is similar to a 60 degree bend at a manhole. The K value for calculating minor losses is approximately 1.3 (minor loss = $k \cdot 1.3v^2/2g$).

However, when a Submerged modification is applied to a Stormceptor unit, the corresponding K value is 4.

7.10. Submerged

The Submerged modification, Figure 7, allows the Stormceptor System to operate in submerged or partially submerged storm sewers. This configuration can be installed on all models of the Stormceptor System by modifying the fiberglass insert. A customized weir height and a secondary drop tee are added.

Submerged instances are defined as standing water in the storm drain system during zero flow conditions. In these instances, the following information is necessary for the proper design and application of submerged modifications:

- Stormceptor top of grade elevation
- Stormceptor outlet pipe invert elevation
- Standing water elevation

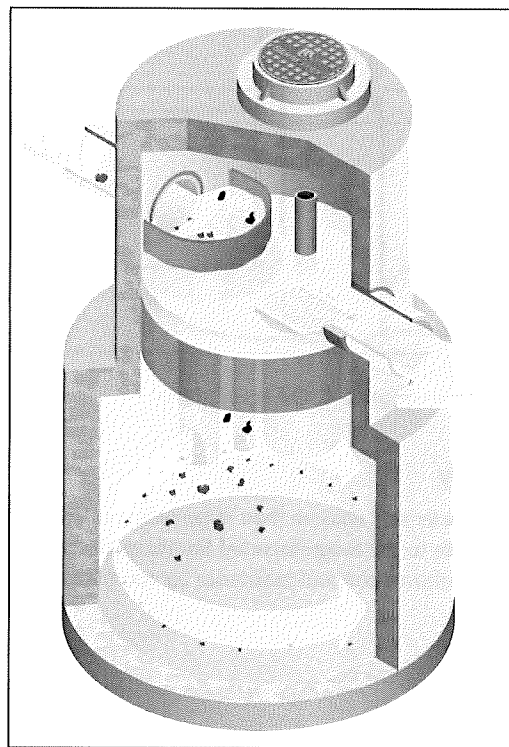


Figure 7. Submerged Stormceptor

Adjustment of the Stormceptor can be performed by lifting the upper sections free of the excavated area, re-leveling the base and re-installing the sections. Damaged sections and gaskets should be repaired or replaced as necessary. Once the Stormceptor has been constructed, any lift holes must be plugged with mortar.

12. Maintenance

12.1. Health and Safety

The Stormceptor System has been designed considering safety first. It is recommended that confined space entry protocols be followed if entry to the unit is required. In addition, the fiberglass insert has the following health and safety features:

- Designed to withstand the weight of personnel
- A safety grate is located over the 24 inch (600 mm) riser pipe opening
- Ladder rungs can be provided for entry into the unit, if required

12.2. Maintenance Procedures

Maintenance of the Stormceptor system is performed using vacuum trucks. No entry into the unit is required for maintenance (in most cases). The vacuum service industry is a well-established sector of the service industry that cleans underground tanks, sewers and catch basins. Costs to clean a Stormceptor will vary based on the size of unit and transportation distances.

The need for maintenance can be determined easily by inspecting the unit from the surface. The depth of oil in the unit can be determined by inserting a dipstick in the oil inspection/cleanout port.

Similarly, the depth of sediment can be measured from the surface without entry into the Stormceptor via a dipstick tube equipped with a ball valve. This tube would be inserted through the riser pipe. Maintenance should be performed once the sediment depth exceeds the guideline values provided in the Table 4.

Table 4. Sediment Depths Indicating Required Servicing*

Particle Size	Specific Gravity
Model	Sediment Depth inches (mm)
450i	8 (200)
900	8 (200)
1200	10 (250)
1800	15 (381)
2400	12 (300)
3600	17 (430)
4800	15 (380)
6000	18 (460)
7200	15 (381)
11000	17 (380)
13000	20 (500)
16000	17 (380)
* based on 15% of the Stormceptor unit's total storage	

Although annual servicing is recommended, the frequency of maintenance may need to be increased or reduced based on local conditions (i.e. if the unit is filling up with sediment more quickly than projected, maintenance may be required semi-annually; conversely once the site has stabilized maintenance may only be required every two or three years).

Oil is removed through the oil inspection/cleanout port and sediment is removed through the riser pipe. Alternatively oil could be removed from the 24 inches (600 mm) opening if water is removed from the lower chamber to lower the oil level below the drop pipes.

The following procedures should be taken when cleaning out Stormceptor:

1. Check for oil through the oil cleanout port
2. Remove any oil separately using a small portable pump
3. Decant the water from the unit to the sanitary sewer, if permitted by the local regulating authority, or into a separate containment tank
4. Remove the sludge from the bottom of the unit using the vacuum truck
5. Re-fill Stormceptor with water where required by the local jurisdiction

12.3. Submerged Stormceptor

Careful attention should be paid to maintenance of the Submerged Stormceptor System. In cases where the storm drain system is submerged, there is a requirement to plug both the inlet and outlet pipes to economically clean out the unit.

12.4. Hydrocarbon Spills

The Stormceptor is often installed in areas where the potential for spills is great. The Stormceptor System should be cleaned immediately after a spill occurs by a licensed liquid waste hauler.

12.5. Disposal

Requirements for the disposal of material from the Stormceptor System are similar to that of any other stormwater Best Management Practice (BMP) where permitted. Disposal options for the sediment may range from disposal in a sanitary trunk sewer upstream of a sewage treatment plant, to disposal in a sanitary landfill site. Petroleum waste products collected in the Stormceptor (free oil/chemical/fuel spills) should be removed by a licensed waste management company.

12.6. Oil Sheens

With a steady influx of water with high concentrations of oil, a sheen may be noticeable at the Stormceptor outlet. This may occur because a rainbow or sheen can be seen at very small oil concentrations (<10 mg/L). Stormceptor will remove over 98% of all free oil spills from storm sewer systems for dry weather or frequently occurring runoff events.

The appearance of a sheen at the outlet with high influent oil concentrations does not mean the unit is not working to this level of removal. In addition, if the influent oil is emulsified the Stormceptor will not be able to remove it. The Stormceptor is designed for free oil removal and not emulsified conditions.



SUPPORT

Drawings and specifications are available at www.ContechES.com.

Site-specific design support is available from our engineers.

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