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.

AGENDA

Crow Wing County Board of Commissioners
Regular Meeting

08/25/2026
9:00 AM
County Board Room, 3rd Floor, Historic Courthouse, Brainerd MN

*Note: Times are approximate

The agenda has been published as shown below but is subject to change to include such business as may come before the Board.

ATTEND IN-PERSON OR BY MICROSOFT TEAMS (CALL 218-302-1725, CONFERENCE ID: 235 601 745#); LIVESTREAM AVAILABLE AT WWW.CROWWING.GOV OR ON THE CROW WING COUNTY YOUTUBE CHANNEL

ONE OR MORE MEMBERS OF THE COUNTY BOARD MAY ATTEND REMOTELY

1. **9:00 AM Call to Order and Pledge of Allegiance**

2. **Open Forum**

3. **Review and Approve Minutes**

   3.1. 08/11/26 Regular County Board Meeting Minutes

4. **Review and Approve Agenda**

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

   5.1. Bills
   5.2. Personnel Actions
   5.3. 2026 Temporary On-Sale Liquor Licenses - HDM Brainerd
   5.4. Donation to Mounted Patrol
   5.5. Out of State Travel for Training/Conference for Community Corrections staff in Domestic Violence Unit

5.6. Minnesota Department of Public Safety Grant - Community Services

5.7. Kurt & Samantha Chenier Easement - Irondale 6

5.8. Final Payment Request, Contract No. 26011 for Project CP-018-200-163. (Bit Spot Patching)

6. **Community Services**

6.1. BLADE Opioid Funding - Lighthouse Beginnings

7. **Land Services**

7.1. Luke Spalj – “Second Addition to Eagle View Estates” – Final Plat

7.2. Linda & Philip Tidd – “Oak Ridge Terrace” – Final Plat

8. **County Sheriff**

8.1. 365Labs Update

9. **County Attorney**

10. **County Administrator**

10.1. Senior Management Team Report

11. **Additional Business**

12. **Adjournment**

County Board Correspondence

08/25/26 Correspondence

For more information, call 218-824-1067
Crow Wing County Board of Commissioners meeting agendas are available online at
www.crowwing.gov

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Admin Services	Amber Berent
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 08/11/26 Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the minutes of the 08/11/26 Regular County Board Meeting.

Approximate length of presentation:

Crow Wing County
Board of Commissioners

Regular Meeting Minutes

08/11/2026
9:00 AM

County Board Room, 3rd Floor, Historic Courthouse,
Brainerd MN

1. **9:00 AM Call to Order and Pledge of Allegiance**

Chair Franzen called the meeting to order at 9:00 AM and called for participation in the Pledge of Allegiance followed by a moment of silence.

Present: Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee

Absent: Steve Barrows

Also Present: County Administrator Deborah A. Erickson, Administrative Coordinator Amber Berent

2. **Open Forum**

3. **Review and Approve Minutes**

3.1 07/28/26 Regular County Board Meeting Minutes

Approved the minutes of the July 28, 2026, regular County Board meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

4. **Review and Approve Agenda**

Approved the agenda of the August 11, 2026, regular County Board meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

5. **Consent Agenda - Items are generally defined as items of routine business, not requiring discussion, and approved in one vote. Commissioners may elect to pull a Consent Agenda item(s) for discussion and/or separate action.**

Approved the following consent agenda.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

5.1 Bills

Approved the following expenditure listing for August 11, 2026, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	$234,440.62
Restricted & Committed Funds	128,097.18
Highway Fund	572,879.66
Community Services Fund	17,143.78
Solid Waste (Non-Landfill) Fund	245,261.25
Land Management Fund	3,507.73
Unorganized Territories Fund	21,924.36
Capital Projects Fund	502,321.05
Landfill Fund	757,643.25
State of Emergency	5,062.00
Opioid	1,800.00
	$2,490,080.88

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated August 11, 2026, as on file.

5.3 Northland Reliability Project – Phase II Right of Way Easements

Approved the easements for Phase II of the Northland Reliably Project and authorized the Board Chair to sign said easement.

5.4 Application for Contract Reinstatement, Tax Forfeited PIN 22150533

Approved the reinstatement of the contract for deed for Rebecca & Robert Strohmeier for the tax forfeited property described as Part OF GL 2, Sec 15, Twp 138, Rng 27; Desc: Comm At Ne Cor Of Sd Lot 2 & Considering Dir Of E Line Of Sd Lot 2 As Due N -S; Thence S 82d 8' W 687 Ft To Shore Of Kego Lake, The Pob; Thence N 82d 8' E 687 Ft To Ne Cor Of Sd Lot 2; Then S 635 Ft Alg E Line Of Sd Lot 2; Then N 88d 41' W 561.7 Ft To Shore Of Kego Lake; Then N'ly Alg Sd Shore To Pob (Re Code: 22150533)

5.5 MnDOT Detour Agreement No. 1062365

Approved Resolution **2026-52** (attached): Authorize County Engineer to Enter into an Agreement Between Crow Wing County and the Minnesota Department of Transportation.

5.6 Contact Award - 2026 Aggregate Shouldering Contract

Approved contract for Knife River Corporation contract number 26015 for the contract amount of $62,075 for project number CP 018-200-167 (Aggregate Shouldering of County Highways) and authorized the Chair of the County Board, the County Administrator and Administrative Services Director to sign said contract subject to review by the County Attorney.

6. **9:05 AM - Public Hearing - Name an Unnamed Body of Water Little Spirit Lake**

Opened the Public Hearing at 9:10 AM.

There was no public comment.

RESULT:	**OPENED PUBLIC HEARING [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

Closed the Public Hearing at 9:10 AM.

RESULT:	**CLOSED PUBLIC HEARING [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

6.1 Name unnamed lake in Deerwood Township, Little Spirit Lake

Approved Resolution **2026-53** (attached): Name an Unnamed Lake in Deerwood Township, Little Spirit Lake.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

7. Land Services

7.1 Reclassify Tax Forfeit Property as Non-Conservation/Transfer Property to County Fee Property

Approved re-classifying the following described tax-forfeited properties as non-conservation:

PID 81360501: That part of the NW ¼ NE 1/4, Sec. 36, Twp. 46, Range 30, Crow Wing County, Minnesota, lying easterly of the following described line: Commencing at the northeast corner of said Section 36; thence North 89 degrees 56 minutes 42 seconds West, assumed bearing along the north line of said Section 36, a distance of l 011.86 feet to the southeasterly right-of-way line of Minnesota Department of Transportation Right-of-Way Plat No. 18 -10; thence South 60 degrees 59 minutes 00 seconds West, a distance of 925.70 feet along the southeasterly line of said right-of-way plat No. 18-10 to the point of beginning of the line to be described; thence South 29 degrees 01 minute 00 seconds East, a distance of 385.00 feet; thence South 09 degrees 30 minutes 04 seconds West, a distance of 542.03 feet to the south line of said NW¼NE 1/,,and said line there terminating. EXCEPT that part of the N1 /2 NE 1/4, said Section 36, described as follows: Commencing at the northeast corner of said Section 36; thence North 89 degrees 56 minutes 42 seconds West, assumed bearing along the north line of said Section 36, a distance of 1251.78 feet; thence South 00 degrees 03 minutes 18 seconds West, a distance of 104.25 feet to the southerly right-of-way of State Highway No. 210, the point of beginning of the tract of land to be described; thence South 29 degrees 00 minutes 40 seconds East, a distance of 250.00 feet; thence South 60 degrees 59 minutes 00 seconds West, a distance of 150.00 feet; thence North 29 degrees 00 minutes 40 seconds West, a distance of 250.00 feet to said southerly right-of-way; thence North 60 degrees 59 minutes 00 seconds East, along said southerly right-of-way, a distance of 150.00 feet to the point of beginning.

PID 81360548: The NE1/4NE1/4, Sec. 36, Twp. 46, Range 30, Crow Wing County, Minnesota, lying South of the southerly right-of-way of Trunk Highway No. 210 as shown on Minnesota Department of Transportation Right-of -Way Plat No. 18-10. EXCEPT that part of the N ½ NE ¼, said Section 36, described as follows: Commencing at the northeast comer of said Section 36; thence North 89 degrees 56 minutes 42 seconds West, assumed bearing along the north line of said Section 36, a distance of 1251.78 feet; thence South 00 degrees 03 minutes 18 seconds West, a distance of 104.25 feet to the southerly right-of-way of State Highway No. 210, the point of beginning of the tract of land to be described; thence South 29 degrees 00 minutes 40 seconds East, a distance of 250.00 feet; thence South 60 degrees 59 minutes 00 seconds West, a distance of 150.00 feet; thence North 29 degrees 00 minutes 40 seconds West, a distance of 250.00 feet to said southerly right-of- way; thence North 60 degrees 59 minutes 00 seconds East, along said southerly right-of-way, a distance of 150.00 feet to the point of beginning.

PID 81360539: The SE1/4NE1/4, Sec. 36, Twp. 46, Range 30, Crow Wing County, Minnesota.

Further, to approve transfer of said tax-forfeited properties described above to County Fee property per Minnesota Statute 282.01 Subdivision 1a(e) for public service facilities.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jamie Lee
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

7.2 Application for Conditional Use Deed for Crow Wing County

Approved Resolution **2026-51** (attached): Application for Conditional Use Deed for Crow Wing County.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jon Lubke
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

8. **County Sheriff**

Sheriff Klang was thanked by Commissioner Koering for his attendance at a local National Night Out event and provided an update on the Crow Wing County Fair.

9. **County Attorney**

10. **County Administrator**

10.1 Senior Management Team Report

County Administrator Deborah Erickson provided an update on behalf of the Senior Management Team.

10.2 New Appointee to the Serpent Lake Sanitary Sewer District

Affirmed the appointment of Chris Kreger as the City of Deerwood Appointee to the Serpent Lake Sanitary Sewer District Board.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jamie Lee
SECONDER:	Paul Koering
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

11. **Additional Business**

Commissioner Koering asked County Engineer Tim Bray for an update on area construction.

12. **Adjournment**

Adjourned the meeting at 9:33 AM.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Paul Koering
SECONDER:	Jon Lubke
AYES:	Paul Koering, Jon Lubke, Rosemary Franzen, Jamie Lee
ABSENT:	Steve Barrows

_____
Rosemary Franzen, Chair
Board of County Commissioners

_____
Deborah A. Erickson
County Administrator

Prepared by Amber Berent

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: August 11, 2026 **Resolution: 2026-51**
OFFERED BY COMMISSIONERS: Koering and Lubke
AYES: Koering, Lubke, Barrows, Franzen, Lee;

APPLICATION FOR CONDITIONAL USE DEED FOR CROW WING COUNTY

WHERAS, the Crow Wing County Board approved the transfer of parcels 81360501, 81360548, 81360539 to County fee on August 11th, 2026.

NOW, THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners supports the application of a conditional use deed for County Landfill operations.

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

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on August 11, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 25th day of August 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: August 11, 2026 **Resolution: 2026-52**
OFFERED BY COMMISSIONERS: Lee and Koering
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION TO ENTER INTO DETOUR AGREEMENT NO. 1062365 WITH THE MINNESOTA DEPARTMENT OF TRANSPORTATION (MNDOT)

WHEREAS, the Minnesota Department of Transportation (MnDOT) is requesting to use portions of County State Aid Highway (CSAH) route 1 as a detour route for Trunk Highway (TH) 6 traffic associated with State Project No. 1103-27, and

WHEREAS, State Project No. 1103-27 is scheduled to begin during the 2026 roadway construction season and involves reconditioning of TH 6 from Outing, MN to Remer, Mn, and

WHEREAS, detouring traffic will help facilitate a more timely and quality construction project for the residents in the area, and

WHEREAS, MnDOT will compensate the County for the use of CSAH route 1 for the sum of $1,506.94 based on the projected levels of traffic, duration of use and length of the proposed detour segments

NOW, THEREFORE BE IT RESOLVED that the Crow Wing County Board of Commissioners agrees to enter into detour agreement No. 1062365 with MnDOT and is willing to accept payment in the sum of $1,506.94 in exchange for use of CSAH 1 as a project detour route.

IT IS FURTHER RESOLVED that the County Engineer is authorized to execute Agreement No. **1062365** on behalf of Crow Wing County.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on August 11, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 25th day of August 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: August 11, 2026 **Resolution: 2026-53**
OFFERED BY COMMISSIONERS: Lee and Koering
AYES: Koering, Lubke, Barrows, Franzen, Lee;

CHANGE NAME OF UNNAMED LAKE IN DEERWOOD TOWNSHIP TO LITTLE SPIRIT LAKE
CROW WING COUNTY BOARD OF COMMISSIONERS FINDINGS OF FACT AND RESOLUTION

WHEREAS, Minnesota Statutes 83A.01 through 83A.07 authorize, and provide a process for, changing the names of lakes, streams, places and other geographic features in Minnesota, and

WHEREAS, the Crow Wing County Board of Commissioners makes the following Findings of Fact:

1. Crow Wing County received a petition from resident legal voters to name an unnamed lake located in Deerwood Township, Section 26, Township 46, Range 28, to Little Spirit Lake.
2. The petition met the legal requirements of Minnesota Statute 83A.05, Subd. 2.
3. The petition was brought before the Crow Wing County Board of Commissioners on July 14, 2026, seeking the establishment of a public hearing on the petition.
4. Notice of Public Hearing was published for three weeks in the official newspaper of the County on 07/22/26, 07/29/26, 08/05/26.
5. The Notice of Public Hearing was mailed to the Commissioner of the Minnesota Department of Natural Resources and was emailed to the Director of the Ecological and Water Resources Division of the Department of Natural Resources, the Chair of the Deerwood Township Board, as well as the Mayor of the City of Deerwood.
6. A public hearing was held at 9:05 AM on August 11th, 23026 at the Crow Wing County Historic Courthouse
7. The Minnesota Department of Natural Resources, Division of Ecological and Water Resources, provided no response.
8. The City of Deerwood provided no response.
9. Deerwood Township provided no response
10. All interested persons/entities present at the public hearing and wishing to be heard on the renaming of the body of water were given an opportunity.
11. No costs will be incurred by Crow Wing County in association with the renaming of this body of water.

NOW, THEREFORE, BE IT RESOLVED that the Crow Wing County Board of Commissioners hereby approves changing the name of an unnamed lake located in Deerwood Township, Section 26, Township 46, Range 28, to Little Spirit Lake and requests that the Commissioner of the Minnesota Department of Natural Resources rename and process the name change accordingly.

STATE OF MINNESOTA)
COUNTY OF CROW WING) ss

I, Deborah A. Erickson, County Administrator, Crow Wing County, Minnesota, hereby certify that I have compared the foregoing copy of the resolution of the county board of said county with the original record thereof on file in the Administration Office, Crow Wing County, Minnesota, as stated in the minutes of the proceedings of said board at a meeting duly held on August 11, 2026, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting.

Witness my hand and seal this 25th of August 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Human Resources	Amy Barstad
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Personnel Actions

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To approve the Human Resource Report for Personnel Actions dated August 25, 2026, as on file.

Approximate length of presentation:

Human Resource Report
Personnel Actions
August 25, 2026

Replacement Staffing

Classification Title: Income Maintenance Supervisor
Department: Community Services
Reason for Vacancy: Departure of Tammy Mulroy November 2, 2026
Personnel Committee: Yes

Classification Title: Correctional Officer
Department: Sheriff's Office - Jail
Reason for Vacancy: Departure of Anthony Austin August 23, 2026
Personnel Committee: Yes

Classification Title: Environmental Services Technician
Department: Land Services
Reason for Vacancy: Promotion of Nathan Young August 31, 2026
Personnel Committee: No

Classification Title: Financial Worker
Department: Community Services
Reason for Vacancy: Departure of Kimberly Gregoire August 14, 2026
Personnel Committee: No

Hires

Name: Nicholas Kotaska
Classification Title: Operations Specialist in Training
Department: Land Services
Start Date: August 24, 2026
Reason for Vacancy: Promotion of Erik Hidalgo July 6, 2026

Promotions/Movement

Name: Nathan Young
Classification Title: Property Assessor in Training
Department: Land Services
Start Date: August 31, 2026

Departures
Name: Tammy Mulroy
Classification Title: Income Maintenance Supervisor
Department: Community Services
Date of Departure: November 2, 2026

Name: Anthony Austin
Classification Title: Correctional Officer
Department: Sheriff's Office - Jail
Date of Departure: August 23, 2026

Name: Nichole Stotz
Classification Title: Supervisor
Department: Land Services
Date of Departure: August 14, 2026

Name: Kimberly Gregoire
Classification Title: Financial Worker
Department: Community Services
Date of Departure: August 14, 2026

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 2026 Temporary On-Sale Liquor Licenses - HDM Brainerd

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To approve the 2026 Temporary On-Sale Liquor License application of the HDM Brainerd for the temporary on sale of liquor at the Brainerd International Raceway, Unorganized Territory, on the dates of January, 25 - January 28, 2027, subject to recommendation by the County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid, and to authorize the Administrative Services Director to issue said License.

To approve the 2026 Temporary On-Sale Liquor License application of the HDM Brainerd for the temporary on sale of liquor at the Brainerd International Raceway, Unorganized Territory, on the dates of January, 29 - January 30, 2027, subject to recommendation by the County Attorney and County Sheriff, subject to all State requirements and any delinquent taxes being paid, and to authorize the Administrative Services Director to issue said License.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Donation to Mounted Patrol

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To accept a $500.00 donation from Lexington Manufacturing to the Crow Wing County Mounted Patrol.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Community Services — ORIGINATING DEPARTMENT

Kara Terry/Krista Jones — PRESENTER

AGENDA ITEM: Out of State Travel for Training/Conference for Community Corrections staff in Domestic Violence Unit

PREVIOUS ACTION:
None

COMMENTS:
Purpose of Trip:
One staff (probation agent) participation in the Institute for Coordinated Community Response (ICCR) annual cohort activities and attendance at the 2026 Conference on Crimes Against Women Summit: Beyond the Bounds. Participation includes required cohort meetings and training sessions focused on improving coordinated community responses to domestic violence and enhancing victim-centered system practices.

Destination
Courtyard by Marriott South Padre Island
6700 Padre Blvd
South Padre Island, TX 78597

Dates
September 28-29, 2026 (Travel 9/27: Summit 9/28-29: Return Travel 9/30)
Transportation and Estimated Cost

Mileage to MSP and back - covered by ICCR
Airport Parking - covered by ICCR
Air travel to and from Harlingen Airport - covered by ICCR
Rideshare from Harlingen to SPI and back - covered by ICCR
Lodging, Meals, and Incidental Costs - covered by ICCR

Total Estimated Cost to Crow Wing County
$0

RECOMMENDED BOARD ACTION:
Approve out of state travel for one Community Correction's staff to attend the 2026 Conference on Crimes Against Women Summit: Beyond the Bounds. Crow Wing County was selected to participate in the Institute for Coordinated Community Response (ICCR) yearly cohort, which focuses on strengthening coordinated community responses to domestic violence. As part of the cohort, member counties attend conferences/trainings with ICCR covering the conference registration, lodging, all travel expenses and meals to attend the conference. There is no cost to the county.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Community Services	Kara Terry
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Minnesota Department of Public Safety Grant - Community Services

PREVIOUS ACTION:
02/25/2025 - Approval of receipt of DPS/OJP Grant for the period of 03/01/2025 through 06/30/2026. Grant amount was $200,000.

COMMENTS:
Grant Contract Agreement Term:
Effective Date: 7/1/2026
Expiration Date: 6/30/2028

This grant will cover 1.5 FTE working in our law enforcement liaison area. These LELs are embedded in both the Sheriff's Office and Brainerd Police Department. The remaining .5 FTE is paid through Adult Mental Health Initiative funds.

RECOMMENDED BOARD ACTION:
To authorize entering into a Grant Contract Agreement between the Minnesota Department of Public Safety, Office of Justice Programs, and Crow Wing County for the Crisis Response Grants 2027 Program, for a grant in the amount of $300,000, effective July 1, 2026 through June 30, 2028, and the Community Services Director is authorized to sign said agreement on behalf of Crow Wing County.

Approximate length of presentation: 5 minutes

Minnesota Department of Public Safety ("State") Minnesota Office of Justice Programs 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101	**Grant Program:** 2027 Crisis Response Grants **Grant Contract Agreement No.:** A-CRG-2027-CROWWICO-036
Grantee: Crow Wing County 204 Laurel St Brainerd, Minnesota 56401	**Grant Contract Agreement Term:** **Effective Date:** 7/1/2026 **Expiration Date:** 6/30/2028
Grantee's Authorized Representative: Crow Wing County **Attn:** Tami Lueck, Adult Services Divisional Manager 204 Laurel Street Brainerd, Mn, Minnesota 56401 **Phone:** (218) 851-9865 **Email:** tami.lueck@crowwing.gov	**Grant Contract Agreement Amount:** Original Agreement Amount $ 300,000.00 **Grant Matching Requirement:** Original Agreement Match Amount $ 0.00
State's Authorized Representative: Minnesota Office of Justice Programs **Attn:** Natty Hels, Grants Specialist Senior - OJP 445 Minnesota Street, Suite 2300 Saint Paul, Minnesota 55101 **Phone:** (651) 230-2845 **Email:** natty.b.hels@state.mn.us	**Federal Funding CFDA/ALN:** N/A **FAIN:** N/A **State Funding**: Minnesota Session Laws of 2025, Chapter 35, Article 2, Section 3, Subdivision 7. **Special Conditions:** Attached and incorporated into this grant contract agreement. See Exhibit B.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: Per Minn. Stat.§16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn.Stat.§16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will: Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2027 Crisis Response Grants Application ("Application") which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, Saint Paul, Minnesota, 55101. The Grantee shall also comply with all requirements referenced in the 2027 Crisis Response Grants Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (https://mndps.intelligrants.com), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

***Payment*:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will

not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over $100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./P.O. No.: A-CRG-2027-CROWWICO-036 / 3-113437

NHTSA Project Number (*indicate N/A if not applicable*): N/A

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Budget Summary

Budget Category: Salaries		
Line Item Description	**State**	**Match**
Personnel Salaries	$220,000.00	$0.00
Category Total	**$220,000.00**	**$0.00**
Budget Category: Travel and Training		
Line Item Description	**State**	**Match**
Staff Training	$6,000.00	$0.00
Category Total	**$6,000.00**	**$0.00**
Budget Category: Fringe Benefits		
Line Item Description	**State**	**Match**
Payroll Taxes and Fringe	$74,000.00	$0.00
Category Total	**$74,000.00**	**$0.00**
Budget Total	**$300,000.00**	**$0.00**

Special Conditions

$150,000.00 is available from July 1, 2026 through June 30, 2028.
$150,000.00 is available from July 1, 2027 through June 30, 2028.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Kurt & Samantha Chenier Easement - Irondale 6

PREVIOUS ACTION:

COMMENTS:

- Discussed at 5/19/2026 Committee of the Whole Meeting.
- Survey was drafted at the request of Mr. Johnson by Compass Consultants
- Easement fee is $1,000

RECOMMENDED BOARD ACTION:
Grant a 40.00-foot ingress, egress and utility easement over, under and across that part of Government Lot 1, Section 6, Township 46 North, Range 29 West, Crow Wing County, Minnesota

Approximate length of presentation:

CROW WING COUNTY
TAX FORFEITED LANDS
PRIVATE INGRESS/EGRESS EASEMENT

This grant is made this _____ day of _____, 2026, by the County of Crow Wing, State of Minnesota, hereinafter referred to as the Grantor, to Kurt & Samantha Chenier, a married couple, hereinafter referred to as the Grantee(s).

RECITALS:

WHEREAS Minnesota Statutes, Section 282.04, Subdivision 4a, authorizes the County Auditor to grant private easements on unsold tax-forfeited land to an individual or a private entity requesting an easement for access to private property owned by the individual or private party if (1) there are no reasonable alternatives to obtain access to the individual's or private entity's property and (2) exercising the easement will not cause significant adverse environmental or natural resource management impacts; and

WHEREAS the Grantee desires to obtain a private easement for ingress/egress purposes and the Grantor desires to grant such an easement with respect to the property described below.

NOW, THEREFORE, in consideration of the premises and the terms hereinafter set forth, the Grantor hereby grants unto the Grantee and its assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and over a strip of land 40 feet in width on the parcel(s) hereinafter described and at the location described in the Certificate of Survey thereof which is attached hereto and made a part hereof.

TERMS:

I

Said Appurtenant Easement is granted with respect to the following described parcel(s) of unsold tax-forfeited land situated in Crow Wing County, Minnesota.

See Attachment A – Legal Description

See Attachment B – Certificate of Survey

II

Said Appurtenant Easement is to allow ingress and egress over said unsold tax-forfeited property only for private access by Grantees and Grantee's assigns, agents and guests to the following described parcel(s):

PID: 71060542, Gov Lot 1, 06-46-29, Irondale Township, Crow Wing County _____

III

Said Easement is non-exclusive and open to public use as well as timber management and other purposes.

IV

Grantee may clear and grade said Easement as necessary to provide for ingress and egress. Grantee may not pave the Easement with any impermeable material. Grantee shall be solely responsible for maintaining said Easement and the Grantor shall have no responsibility for grading, improving, repairing or maintaining the Easement.

V

With the prior approval of Crow Wing County Land Services, Grantee shall be permitted to remove any and all trees and brush within the easement area as needed to facilitate access improvements. So long as the tax-forfeited land remains unsold, Grantor reserves the right to harvest any and all

remaining trees within the easement area with revenues generated by the harvest accruing to the Grantor.

VI

The Grantee shall comply with all Federal and State laws, regulations, and municipal ordinances affecting said Easement and the land over which it is situated. The Grantee shall keep said Easement in a neat and orderly condition and shall remove all refuse and debris that may accumulate thereon. The Grantee shall take all reasonable precautions to prevent and suppress forest fires.

VII

The Grantee shall indemnify and hold the Grantor harmless from all claims for any damage resulting from the use of said Easement by Grantee or by Grantee's assigns, agents or guests, and from all claims for any damage to the person or the property of others arising out of the use of said Easement by Grantee or by Grantee's assigns, agents or guests.

VIII

The Grantee will pay when due all taxes and assessments levied against said Easement or any improvements thereon.

IX

The tax-forfeited land affected by this Easement may be used, sold, or leased for mineral or other legal purpose, but said use, sale, or lease shall be subject to this Easement, and all rights granted by this Easement shall be excepted from the conveyance or lease of the land and be reserved.

X

This Easement may be canceled or terminated by resolution of the Crow Wing County Board after reasonable notice for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted. "Reasonable notice" means a 90-day written notice addressed to the record owner of the Easement at the last known address, and upon cancellation or termination the County Board may grant extensions of time to vacate the premises affected.

XI

This Easement shall revert to the State of Minnesota in trust for the Grantor in the event of nonuse.

XII

No delay by the Grantor in enforcing any of the conditions of this Easement shall operate as a waiver of any of its rights.

IN TESTIMONY WHEREOF the County Land Services Director of the County of Crow Wing, State of Minnesota, has affixed his hand and seal this day of , 20__.

COUNTY OF CROW WING
STATE OF MINNESOTA

By_____
Gary Griffin, County Land Services Director
Crow Wing County, Minnesota

(Seal)

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

On this____day of _____, 20__ before me, personally appeared Gary Griffin, County Land Services Director of said county, to me personally known to be the person who executed the foregoing instrument on behalf of said county and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to the statutes in such case made and provided.

_____

Title (and Rank): _____

My commission expires: _____

Approved by:

_____
Crow Wing County Attorney's Office
213 Laurel Street, Suite 31
Brainerd, MN 56401
(218) 824-1025

155 2nd St SW | Perham, MN 56573 | 218.347.3620

Easement Description

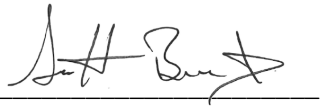
A 40.00-foot ingress, egress and utility easement over, under and across that part of Government Lot 1, Section 6, Township 46 North, Range 29 West, Crow Wing County, Minnesota, centered on the following described line:

> Commencing at the north quarter corner of said Section 6; thence South 89 degrees 38 minutes 55 seconds East, 1380.00 feet to the point of beginning; thence South 18 degrees 28 minutes 21 seconds West 59.00 feet; thence South 37 degrees 45 minutes 06 seconds West, 92 feet, more or less, to the west line of said Government Lot 1 and there terminating.

Side lines of easement shall be prolonged or shortened to terminate at the southerly right-of-way of South Black Bear Road and the west line of said Government Lot 1.

Certification

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

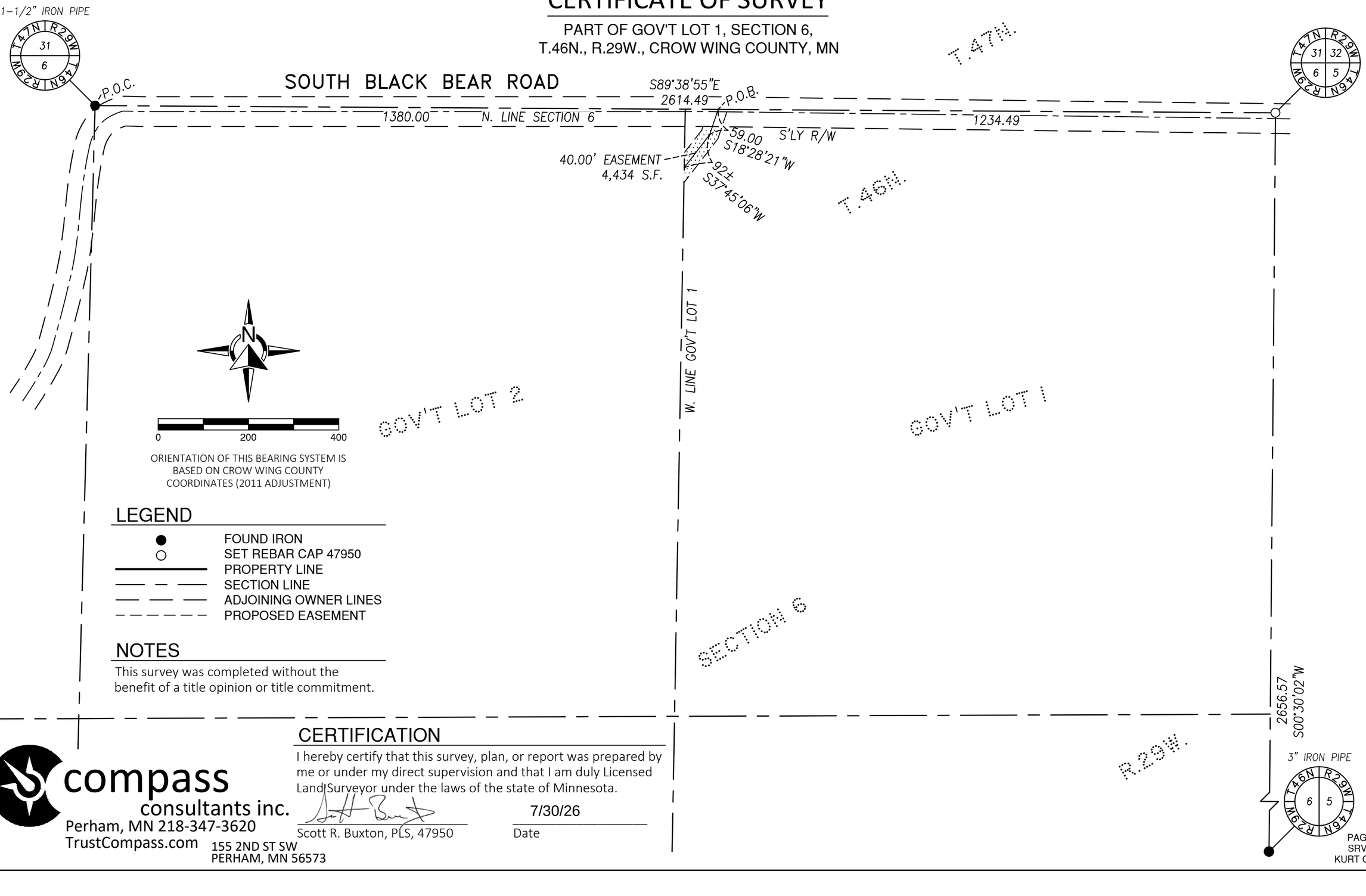


Scott R. Buxton, PLS, 47950 — Date: 7/30/26

The descriptions shown herein are shown on Compass Consultants Certificate of Survey SRV-26-0075 signed on July 30th, 2026.

CERTIFICATE OF SURVEY

PART OF GOV'T LOT 1, SECTION 6,
T.46N., R.29W., CROW WING COUNTY, MN



ORIENTATION OF THIS BEARING SYSTEM IS
BASED ON CROW WING COUNTY
COORDINATES (2011 ADJUSTMENT)

LEGEND

- FOUND IRON
- SET REBAR CAP 47950
- PROPERTY LINE
- SECTION LINE
- ADJOINING OWNER LINES
- PROPOSED EASEMENT

NOTES

This survey was completed without the benefit of a title opinion or title commitment.

CERTIFICATION

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

Scott R. Buxton, PLS, 47950 — Date: 7/30/26

compass
consultants inc.
Perham, MN 218-347-3620
TrustCompass.com
155 2ND ST SW
PERHAM, MN 56573

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Highway and Engineering	Tim Bray
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Final Payment Request, Contract No. 26011 for Project CP-018-200-163. (Bit Spot Patching)

PREVIOUS ACTION:

04/08/25 - Crow Wing County 2025-2029 Highway Improvement Plan adopted by the County Board.

12/16/25 - Resolution authorizing advertising for bids.

02/24/26 –Anderson Brothers Construction Company of Brainerd LLC

COMMENTS:

Original Contract Amount =	$349,883.30
Final Contract Amount	$343,875.74
Amount Over/Under =	($6,311.26) (1.8 % Under)

RECOMMENDED BOARD ACTION:
Approve final payment to Anderson Brothers Construction Company LLC for Contract No. 26011 for the total contract amount of $343,875.74 for project CP-018-200-163 and authorize the County Engineer to approve the Certificate of Final Contract Acceptance.

Approximate length of presentation:

Contract 26011
OVERRUN/ UNDERRUN REPORT

Bit spot patching CP-018-200-154									
Item No.	Description	Unit	Unit Price	Contract Qty	Final Qty	Qty Over/ Under	Amount Over/ Under	% Over/ Under	Explanation
2118.509	Aggregate surface class 1	TON	$ 35.00	200	205	5	$ 175.00	3%	Additional footage done on CR 111
2232.504	Mill Bituminous surface 2.0"	SQ YD	$ 1.60	25511	23,017.00	-2,494	$ (3,990.40)	-10%	Less milling on CSAH 48 to stay away from loop detectors
2357.506	Bituminous material for tack coat	GALLON	$ 2.50	3017	2,005.00	-1,012	$ (2,530.00)	-34%	Less oil used on CSAH 48
2357.606	Bituminous material for tack shoulder	GALLON	$ 2.50	200	575.00	375	$ 937.50	188%	Addiitonal shouldering needed on CR 111 and CR 48
2360.509	Type SP9.5 wear course mixture (2,B)	TON	$ 66.00	3,746	3,667	-79	$ (5,200.80)	-2%	Less footage on CSAH 48 and additional footage on CR 111
2580.503	Interim pavement markings	LIN FT	$ 1.00	8,000	12,652	4,652	$ 4,652.00	58%	Additional paint needed on CSAH 48 and CR 111
2582.502	Pavement message paint	EACH	$ 130.00	12	8.00	-4	$ (520.00)	-33%	Less milling on CSAH 48 to stay away from loop detectors
2582.503	4" Solid line paint	LIN FT	$ 0.22	15100	16,163.00	1,063	$ 233.86	7%	Additional paint needed on CSAH 48 and CR 111
2582.503	4" Broken line paint	LIN FT	$ 0.22	60	165.00	105	$ 23.10	175%	Additional paint needed on CSAH 48 and CR 111
2582.503	4" Double solid line paint	LIN FT	$ 0.44	15,500	15,292	-208	$ (91.52)	-1%	Miscalculation
						Contract Amount Over/Under	**$ (6,311.26)**	**-1.80%**	
						Construction Total		-100.00%	
						Incentives/Disincentives/Contract Obligations	$ -	0.00%	
						Original Contract Amount	$ 349,883.30		
						Final Contract Amount	$ 343,875.74		

Contract Number: 26011
Final Pay Request Number: 2

Project Number	Project Description
CP 018-200-163	2026 Bit Spot Surfacing

Contractor:	Anderson Brothers Construction Company of Brainerd LLC 11325 State Hwy 210 Brainerd, MN 56401	**Vendor Number:**	101726
		Up To Date:	08/04/2026

Contract Amount		**Funds Encumbered**	
Original Contract	$349,883.30	Original	$349,883.30
Contract Changes	$0.00	Additional	N/A
Revised Contract	$349,883.30	Total	$349,883.30

Work Certified To Date	
Base Bid Items	$343,875.74
Contract Changes	$0.00
Material On Hand	$0.00
Total	$343,875.74

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 018-200-163	$7,162.04	$343,875.74	($16,835.69)	$319,878.01	$23,997.73	$343,875.74

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$7,162.04	$343,875.74	$0.00	$319,878.01	$23,997.73	$343,875.74
Percent: Retained: $0.00%			Percent Complete: 98.28%		
Amount Paid this Final Pay Request: $23,997.73					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Brian Berent
County/City/Project Engineer
08/04/2026
Date

Approved By Anderson Brothers Construction Company of Brainerd LLC
Michael Niemi
Contractor
08/04/2026
Date

Project No. : CP 018-200-163
Final Pay Request No. : 2
Contract No.: 26011

Certificate of Final Contract Acceptance
Final Voucher Number: 2

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 8/18/26 Signature Brian Berent County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is $343,875.74 and agrees to the amount of $23,997.73 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Anderson Brothers Construction Company of Brainerd LLC By

Michael Niemi, President
And _____ And _____ State of ,

On This _____ Day _____, _____, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Michael Niemi And _____, to me personally known, who, being each by me duly swom

each did say that they are respectively the President and _____ of the Anderson Brothers Construction Company of Brainerd LLC Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument ~~was signed~~ and sealed in behalf of said Corporation by authority of its

President and said _____ and he

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in Crow Wing County
Seal Expires Jan 31, 2030 Signature Maria D. Bertram

MARIA D. BERTRAM
NOTARY PUBLIC - MINNESOTA
My Comm. Exp. Jan. 31, 2030

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

CROW WING COUNTY
CERTIFICATE OF PERFORMANCE

Project Number:
CP 018-200-163

Contractor: Anderson Brothers Construction company of Brainerd LLC

Total Value of Work For Voucher # 2	**Original Contract**	**$349,883.30**
	Final Contract Amount	**$343,875.74**

Contract # 26011

I HEREBY CERTIFY to the Board of Commissioners of Crow Wing County, that I have been in charge of the work required by the above described contract, that all of such work has been done and performed, measured by, and in accordance with and pursuant to the items of said contract.

Robert Hall

Project Engineer in Charge

8/19/26

Date

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2026-06-03	$336,713.70	$16,835.69	$319,878.01
2	2026-08-04	$7,162.04	($16,835.69)	$23,997.73

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
County	1	$343,875.74	$0.00	$319,878.01	$23,997.73	$343,875.74

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
8088 (LOST)	LOST	$23,997.73	$349,883.30	$349,883.30	$343,875.74

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 018-200-163	1	2021.501	MOBILIZATION	LUMP SUM	$25,000.00	1	0	$0.00	1	$25,000.00
CP 018-200-163	2	2118.509	AGGREGATE SURFACING CLASS 1	TON	$35.00	200	0	$0.00	205	$7,175.00
CP 018-200-163	3	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	$1.60	25111	0	$0.00	23017	$36,827.20
CP 018-200-163	4	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	$2.50	3017	0	$0.00	2005	$5,012.50
CP 018-200-163	5	2357.606	BITUMINOUS MATERIAL FOR SHOULDER TACK	GALLON	$2.50	200	0	$0.00	575	$1,437.50
CP 018-200-163	6	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TON	$66.00	3746	0	$0.00	3667.2	$242,035.20
CP 018-200-163	7	2563.601	TRAFFIC CONTROL	LUMP SUM	$1,650.00	1	0	$0.00	1	$1,650.00
CP 018-200-163	8	2580.503	INTERIM PAVEMENT MARKING	LIN FT	$1.00	8000	3060	$3,060.00	12652	$12,652.00
CP 018-200-163	9	2582.502	PAVEMENT MESSAGE PAINT	EACH	$130.00	12	0	$0.00	8	$1,040.00
CP 018-200-163	10	2582.503	4" SOLID LINE PAINT	LIN FT	$0.22	15100	0	$0.00	16163	$3,555.86
CP 018-200-163	11	2582.503	24" SOLID LINE PAINT	LIN FT	$8.85	120	82	$725.70	82	$725.70

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CP 018-200-163	12	2582.503	4" BROKEN LINE PAINT	LIN FT	$0.22	60	55	$12.10	165	$36.30
CP 018-200-163	13	2582.503	4" DOUBLE SOLID LINE PAINT	LIN FT	$0.44	15500	7646	$3,364.24	15292	$6,728.48
Base Bid Totals:								**$7,162.04**		**$343,875.74**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
CP 018-200-163		$7,162.04	$343,875.74

Contract Change Item Status

Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:									**$0.00**		**$0.00**

Contract Change Totals

Number	Description	Effective Date	Amount

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

Contract Total	**$343,875.74**

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Community Services	Jessica Schwartz and Ashely Paulson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: BLADE Opioid Funding - Lighthouse Beginnings

PREVIOUS ACTION:
Approval of Opioid funding in August 2025 for LHB Reentry Peer Support Program $20,000.

COMMENTS:
To date, Lighthouse Beginnings has been a solid, innovative, and collaborative partner in Crow Wing County around substance misuse and mental health. In August of 2025, they were selected by the Opioid Grant Review Group to receive $20,000 for their reentry work in the peer support realm. They have completed all reports and have updated the BLADE coalition with their progress. This new request is reflective of their innovation and ability to identify needs in the community, build the necessary resource to fulfill those needs, and work on-going to strengthen supports for those facing addiction.

LHB is requesting funding in the amount of $14,400 to provide one year of rental support for Lighthouse Beginnings' Pre-Treatment & Crisis Stabilization Home (Alora), ensuring continued access to a safe, temporary placement for individuals awaiting substance use treatment, behavioral health services, or other appropriate services.

The requested funding will cover 12 months of rent ($1,200 per month). Lighthouse Beginnings will continue to be responsible for utilities, maintenance, furnishings, staffing, participant support, and all other operating expenses.

Program Overview
Lighthouse Beginnings operates a Pre-Treatment & Crisis Stabilization Home to provide immediate, short-term housing for individuals who would otherwise remain homeless, return to unsafe environments, or experience unnecessary incarceration or hospitalization while awaiting treatment or other appropriate placements.
The home serves as a critical bridge within the behavioral health and recovery continuum by providing a safe, low barrier, stable environment where participants can engage with recovery support services, coordinate treatment admissions, obtain necessary documentation, and prepare for successful transitions into treatment or placement.

The home has also been utilized as a crisis stabilization resource when immediate safe housing was necessary to prevent individuals from returning to environments that could jeopardize their recovery or personal safety.

Impact to Date

Since opening, the Pre-Treatment & Crisis Stabilization Home has served 33 individuals who required immediate housing while awaiting treatment or other appropriate services. In addition, the home has provided emergency crisis placements when no other immediate housing options were available, helping stabilize individuals during periods of acute vulnerability and reducing the likelihood of relapse, overdose, or homelessness. Lighthouse Beginnings works closely with Crow Wing County Social Services and the Crow Wing County Jail, accepting referrals for individuals transitioning from incarceration, experiencing housing instability, or preparing to enter substance use treatment. These partnerships ensure that individuals have access to a safe environment while coordinating next steps in their recovery
journey.

Anticipated Need

Demand for temporary stabilization housing is expected to increase as the Minnesota Department of Human Services assumes responsibility for Behavioral Health Fund (BHF) approvals. As referral processes evolve and treatment placement timelines adjust, more individuals are likely to require short-term, supportive housing while awaiting funding determinations and treatment admission. Without continued support for this program, individuals may face extended periods without safe housing, increasing the risk of relapse, overdose, emergency department utilization, justice system involvement, and treatment delays. Continued funding for the Pre-Treatment & Crisis Stabilization Home will help ensure that individuals experiencing substance use disorders have immediate access to a safe, recovery-oriented
environment while awaiting the next step in their treatment and recovery journey.

This request was brought before the BLADE Steering Committee on 08/12/26 for review and the committee unanimously voted to bring this forward to the county board for funding. The committee recognized the importance of this type of housing in our community. The house has been successful to date and has provided a much-needed resource that has been lacking in our community for some time. With all of the uncertainty and changes at the state and federal level, it is difficult to find funding for this work on a timeline that can maintain services and the staffing necessary to provide accountability and support to those who stay there. LHB is aware they must find sustainable funding and is working to do so. In the meantime, the committee believes this is a good use of the opioid funds to support a valuable community resource.

RECOMMENDED BOARD ACTION:
Approve opioid funding for Lighthouse Beginnings in the amount of $14,000

Approximate length of presentation: 10 minutes

Lighthouse Beginnings Pre-Treatment & Crisis Stabilization Home

Funding Request

Amount Requested: $14,400

Purpose: To provide one year of rental support for Lighthouse Beginnings' Pre-Treatment & Crisis Stabilization Home (Alora), ensuring continued access to a safe, temporary placement for individuals awaiting substance use treatment, behavioral health services, or other appropriate services.

The requested funding will cover **12 months of rent ($1,200 per month)**. Lighthouse Beginnings will continue to be responsible for utilities, maintenance, furnishings, staffing, participant support, and all other operating expenses.

Program Overview

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Lighthouse Beginnings works closely with Crow Wing County Social Services and the Crow Wing County Jail, accepting referrals for individuals transitioning from incarceration, experiencing housing instability, or preparing to enter substance use treatment. These partnerships ensure that individuals have access to a safe environment while coordinating next steps in their recovery journey.

Anticipated Need

Demand for temporary stabilization housing is expected to increase as the Minnesota Department of Human Services assumes responsibility for Behavioral Health Fund (BHF) approvals. As referral processes evolve and treatment placement timelines adjust, more individuals are likely to require short-term, supportive housing while awaiting funding determinations and treatment admission.

Without continued support for this program, individuals may face extended periods without safe housing, increasing the risk of relapse, overdose, emergency department utilization, justice system involvement, and treatment delays.

Continued funding for the Pre-Treatment & Crisis Stabilization Home will help ensure that individuals experiencing substance use disorders have immediate access to a safe, recovery-oriented environment while awaiting the next step in their treatment and recovery journey.

Funding Request Summary

Lighthouse Beginnings respectfully requests **$14,400** to cover one year of rent for the Pre-Treatment & Crisis Stabilization Home. This investment will preserve an essential community resource that bridges the gap between crisis and treatment, strengthens collaboration with local partners, and improves outcomes for individuals affected by substance use disorders throughout our region.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

PCBOA	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Luke Spalj – “Second Addition to Eagle View Estates” – Final Plat

PREVIOUS ACTION:

September 18, 2025– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Second Addition to Eagle View Estates” to the County Board of Commissioners.

October 28, 2025 – County Board approved the preliminary plat

COMMENTS:

Legal Description: Part of Gov Lots 2, 3, 7 and the NENW.

Section 18 Township 46 Range 28

Deerwood Township

PID: 59180604, 59180606, 59180609

RECOMMENDED BOARD ACTION:

Approve the final plat of “Second Addition to Eagle View Estates”, Consisting of 11 Lots.

Approximate length of presentation: 5 Minutes

SECOND ADDITION TO EAGLE VIEW ESTATES



LEGEND

- DENOTES FOUND SURVEY MONUMENT
- DENOTES SET ⅜ REBAR SURVEY MONUMENT SURVEYOR CAP NO. 15294
- DENOTES WETLAND BOUNDARY
- WETLAND SYMBOL
- CORNERS NOT SET

PLAT -- REFERS TO DIMENSIONS AS SHOWN ON THE PLAT OF FIRST ADDITION TO EAGLE VIEW ESTATES

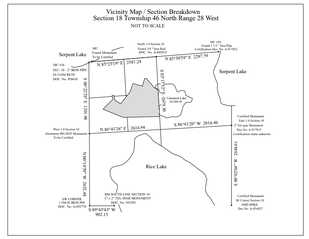
Deed - Refers to distance as stated in Torrens Deed, recorded as Document No. 278045 in the office of the County Recorder Crow Wing County, Minnesota

(1331.24 Deed)

Deed - Refers to bearing and distances as stated in Torrens Deed, recorded as Document No. 278047 in the office of the County Recorder Crow Wing County, Minnesota

(S 00°22'48" E 1089.36 Deed)

(634.90 Deed)


Vicinity Map / Section Breakdown
Section 18 Township 46 North Range 28 West
NOT TO SCALE
Serpent Lake
Rice Lake
Unnamed Lake 18-504W
MC #16
MC #54
MC #74
MC #75
N 85°23'19" E 2381.24
N 85°30'59" E 2297.79
S 00°22'48" E 1089.36
S 89°45'43" W 902.15
N 00°14'59" W 2652.48
S 86°41'26" W 1258.59
N 86°41'26" E 1356.05
S 88°38'02" W 1340.30
S 01°50'17" E 1324.95'
S 00°22'26" E 1200.98
S 01°50'17" E 648.14
S 03°17'52" E 1111.34
S 03°17'52" E 1331.24 (Deed)
S 03°17'52" E 2679.30'
S 03°17'52" E 965.48'
S 03°17'52" E 745.60'
S 03°17'52" E 476.11'
S 03°17'52" E 602.47'
S 03°17'52" E 690.20'
S 86°42'07" W 286.12
S 86°41'26" W 2616.46
N 85°23'47" E 70.29
S 74°20'25" E 360.33
S 30°37'58" E 425.66
S 80°26'35" W 250.83
N 03°26'35" E 241.56
N 15°31'10" E 209.49
N 10°52'48" E 326.69
S 57°31'57" E 359.61
N 36°19'06" E 559.42
S 35°19'56" E 387.54
N 38°19'06" W 341.28
S 38°19'06" E 387.83
S 35°19'44" W 519.36
S 58°43'22" E 390.57
N 10°55'21" W 143.24
S 10°55'21" E 143.24
N 79°04'39" E 66.00
S 52°45'41" E 635.36 (PLAT) 634.90 (DEED)
N 44°35'22" E 194.91
S 57°12'07" E 435.49
N 33°56'28" E 376.72
N 67°56'44" W 797.79
S 16°46'00" W 317.09
N 88°38'01" E 220.60
S 88°38'01" W 567.95'
N 01°50'25" E 170.06
S 01°50'25" E 170.61
N 03°17'52" W 1331.24 (Deed)
N 03°17'52" W 1111.34
N 03°17'52" W 1331.23
N 03°17'52" W 2679.30'
N 03°17'52" W 1331.23
N 03°17'52" W 1111.34
N 03°17'52" W 1331.24 (Deed)

August 14, 2026

Crow Wing County
Land Service Department
322 Laurel Street, Suite 14
Brainerd, Minnesota 56401

RE: **SECOND ADDITION TO EAGLE VIEW ESTATES**

Crow Wing County Land Service Department:

I have reviewed and checked the proposed final plat of **SECOND ADDITION TO EAGLE VIEW ESTATES** in regards to the mathematical correctness and the requirements of the most current; Minnesota Platting Statutes, Chapter 505 and the current Manual of Guidelines for Platting in Minnesota, a joint publication of the Minnesota Society of Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

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

A field inspection to confirm the placement of the required boundary, plat and lot corners has not been performed.

Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

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

Name of Surveyor

Signature: James Kramer Typed or Printed Name: James Kramer

Date: 8-14-2026 License Number: 23668

ALTA COMMITMENT FOR TITLE INSURANCE
issued by

ATTORNEYS TITLE GUARANTY FUND, INC.

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, ATTORNEYS TITLE GUARANTY FUND, INC., a Colorado company (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, Attorneys Title Guaranty Fund, Inc. has caused its corporate name to be affixed by its duly authorized officers on the date shown in Schedule A.

ATTORNEYS TITLE GUARANTY FUND, INC.

ERIC R. MORGAN
PRESIDENT

JEAN WARD
SECRETARY

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS COMMITMENT, CONTACT:
J. Brad Person, 124 North 6th Street , Brainerd MN 56401, Phone: 218-454-2155, Fax:

PC202606009630

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by ATTORNEYS TITLE GUARANTY FUND, INC. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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AMERICAN LAND TITLE ASSOCIATION

COMMITMENT CONDITIONS

1. DEFINITIONS
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment."
   g. Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters."
   i. State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
   d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
   e. The Company is not liable for the content of the Transaction Identification Data, if any.
   f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
   g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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AMERICAN LAND TITLE ASSOCIATION

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM
   a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
   b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
   c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
   d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
   e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
   f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

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AMERICAN LAND TITLE ASSOCIATION

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Breen & Person, Ltd.
Issuing Office: 124 North 6th Street , Brainerd MN 56401
Issuing Office's ALTA® Registry ID: 1050876
Commitment Issue Date: June 30, 2026
Loan ID Number:

Commitment Number: PC202606009630
Issuing Office File Number: 26-0246
Property Address:xxx County 12, Deerwood, Minnesota 56444

SCHEDULE A

1. Commitment Date: June 30, 2026 @ 8:00 a.m.

2. Policy to be issued:

A. 2021 ALTA Loan Policy, Policy Amount $1.00
Proposed Insured: Crow Wing County and/or its successors and assigns as their interests may appear

3. The estate or interest in the Land at the Commitment Date is: Fee Simple

4. The Title is, at the Commitment Date vested in: Spalj Real Estate, LLC.

5. The Land is described as follows:

See Schedule C attached hereto.

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ISSUED BY

BREEN & PERSON, LTD.
124 North 6th Street
Brainerd MN 56401
PH: 218-454-2155

320003
(member no.)

Authorized Signatory

ATTORNEYS TITLE GUARANTY FUND, INC.

BY:

Eric R. Morgan
President

FOR INFORMATION OR SERVICES IN CONNECTION WITH THIS TRANSACTION, CONTACT:
J. Brad Person, 124 North 6th Street , Brainerd MN 56401, Phone: 218-454-2155, Fax:

Commitment Number: PC202606009630

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SCHEDULE B, PART I—Requirements

All the following are the Requirements that must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:

NOTE: The following is provided for informational purposes, only. The 24 Month Chain of Title reports these conveyances forming said Chain of Title: NONE

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SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete survey of the Land and inspection of the Land.
4. Easements or claims of easements, not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not recorded in the Public Records.
6. Real estate taxes and special assessments for the year
7. Riparian rights are neither guaranteed nor insured.
8. Rights of the public and the State of MN in and to that part of the premises lying below the natural high water mark of the unnamed lake.
9. Mortgage, dated 9/27/24, recorded 10/2/24 as document number 278620, securing $3,100,000.00, executed by Spalj Real Estate, LLC, mortgagor, to Deerwood Bank, mortgagee.
10. An easement for access purposes in favor of subject, as shown in document dated 1/4/08, recorded 2/11/08 and 2/21/08 as document no. 194595 and 194711.

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AMERICAN LAND TITLE ASSOCIATION

Attorneys
Title Guaranty
Fund, Inc.

Privacy Policy

ATGF's Commitment to Privacy

Protecting your privacy and the confidentiality of your personal information is an important aspect of ATGF's operations. As a provider of title insurance and related services, the collection of customer's personal information is fundamental to our day-to-day business operations. We strive to provide you with the best customer service. To us, that includes treating your personal information fairly and with respect. Each ATGF employee and representative must abide by our commitment to privacy in the handling of personal information. We understand that you may be concerned about what we will do with such information. You have a right to know how we will utilize the personal information you provide to us. Therefore, ATGF has adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information

Depending upon which of our services you are utilizing, we may collect personal information about you from the following sources:

- Information we receive from you on applications, forms and in other communications to us
- Information we receive from you through our Internet website
- Information about your transactions with or services performed by us, our agents, or other persons; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except:

- as necessary for us to provide the product or service you have requested of us; or
- as permitted by law

We may also disclose your personal information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

We are permitted by law to share your name, address and facts about your transaction with one or more of our agents, affiliated companies, insurers and reinsurers, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to non-public personal information about you to those individuals and entities who need to know that information to provide

products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your non-public information.

If you send an electronic mail (email) message that includes personally identifiable information, we will use that information to respond to your inquiry. Remember that email is not necessarily secure against interception or other disclosure. If your communication is very sensitive, or includes information such as your bank account, charge card or social security number, you should not send it in an email.

Changes to this Privacy Policy

This Privacy Policy may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy, we will post a notice of such changes on our website.

SCHEDULE C

File #: 26-0246

The Land referred to in this Commitment is in the State of Minnesota, county of CROW WING, and described as follows:

See Following Page

Property Address:
xxx County 12, Deerwood, Minnesota 56444

Tax Parcel No.

EXHIBIT A
Legal Description

Revocable Trust Luke T. Spalj,

Tract A:

PID 59180609 (for reference only)

That part of Northeast Quarter of the Northwest Quarter (NE1/4NW1/4), Section Eighteen (18), Township Forty-six (46) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota, more particularly described as follows:

COMMENCING at the North Quarter corner of said Section 18; thence South 03 degrees 17 minutes 52 seconds East, assumed bearing along the North–South Quarter line of said Section 18, a distance of 1,111.34 feet, to the POINT OF BEGINNING of the tract to be described; thence continuing South 03 degrees 17 minutes 52 seconds East, along said North–South Quarter line 219.88 feet, to the Southeast corner of said Northeast Quarter of the Northwest Quarter; thence South 85 degrees 42 minutes 46 seconds West along the South line of said Northeast Quarter of the Northwest Quarter 1,245.50 feet to the southerly line of the FIRST ADDITION TO EAGLE VIEW ESTATES, according to the recorded plat of record on file at the office of the County Recorder, Crow Wing County, Minnesota; thence along said southerly line said plat North 38 degrees 19 minutes 00 seconds East 322.42 feet; thence continuing along said southerly line said plat North 19 degrees 22 minutes 40 seconds East 326.99 feet; thence continuing along said southerly line said plat South 74 degrees 20 minutes 25 seconds East 360.33 feet; thence continuing along said southerly line said plat North 15 degrees 31 minutes 10 seconds East 292.49 feet; thence continuing along said southerly line said plat North 85 degrees 23 minutes 47 seconds East 70.29 feet; thence continuing along said southerly line said plat South 39 degrees 37 minutes 58 seconds East 427.66 feet; thence continuing along said southerly line said plat South 54 degrees 21 minutes 05 seconds East 186.16 feet, more or less to said North–South Quarter line of said Section 18 to the point of beginning.

Crow Wing County, Minnesota
Torrens Property

Revocable Trust Luke T. Spalj

Tract B:

PID 59180604 (for reference only)

That part of Government Lot Seven (7), Section Eighteen (18) Township Forty-six (46) North, Range Twenty-eight (28) West, Crow Wing County, Minnesota, more particularly described as follows:

COMMENCING at the North Quarter corner of said section 18, thence South 03 degrees 17 minutes 52 seconds East, assumed bearing along the North-South Quarter line of said Section 18, a distance of 1331.22 feet, to the northeast corner of said Government Lot 7, the POINT OF BEGINNING of the tract to be described; thence continuing South 03 degrees 17 minutes 52 seconds East, along said North-South Quarter line 745.60 feet; thence South 88 degrees 38 minutes 02 seconds West 1340.30 feet, to the West Line of said

Government Lot 7; thence North 01 degrees 50 minutes 17 seconds West, along said West Line 589.97 feet, to South line of the FIRST ADDITION TO EAGLE VIEW ESTATES, according to the recorded plat of record on file at the office of the County Recorder, Crow Wing County Minnesota; thence along said southerly line said plat North 38 degrees 19 minutes 00 seconds East 119.24 feet, to the North line of said Government 7; thence North 85 degrees 42 minutes 46 seconds East, along said North line 1,245.50 feet, to the northeast corner of said Government Lot 7, the point of beginning.

Crow Wing County, Minnesota
Torrens Property

Spalj Real Estate, LLC
PID 59180603 (for reference only)
Tract C:
That part of Government Lot Seven (7) and Government Lot Three (3), Section Eighteen (18) Township Forty-six (46) North Range Twenty-eight (28) West, Crow Wing County, Minnesota, more particularly described as follows: Commencing at the North Quarter corner of said section 18, thence South 03 degrees 17 minutes 52 seconds East, assumed bearing along the North-South Quarter line of said section 18, a distance of 2076.82 feet, to the point of beginning of the tract to be described; thence continuing South 03 degrees 17 minutes 52 seconds East, along said North-South Quarter line 476.11 feet; thence South 88 degrees 38 minutes 02 seconds West 1352.43 feet, to the East Line of said Government Lot 3; thence South 01 degrees 50 minutes 17 seconds East 172.29 feet, to the southeast corner of said Government Lot 3; thence South 86 degrees 41 minutes 26 seconds West along the South line of said Government Lot 3 a distance of 1258.59 feet, to the southwest corner of said Government Lot 3; thence North 00 degrees 22 minutes 48 seconds West 315.01 feet; thence North 88 degrees 38 minutes 02 seconds East 1250.20 feet, to the East line of said Government Lot 3; thence North 01 degrees 50 minutes 17 seconds West, along the said East line 375.85 feet; thence North 88 degrees 38 minutes 02 seconds East 1340.30 feet, to the point of beginning.

Crow Wing County, Minnesota
Torrens Property

Nicholette Dunlap

From: Chris Pence
Sent: Wednesday, August 5, 2026 7:15 AM
To: Stacy Westhoff
Cc: Nicholette Dunlap
Subject: FW: Eagle View Addition Deerwood Township

FYI

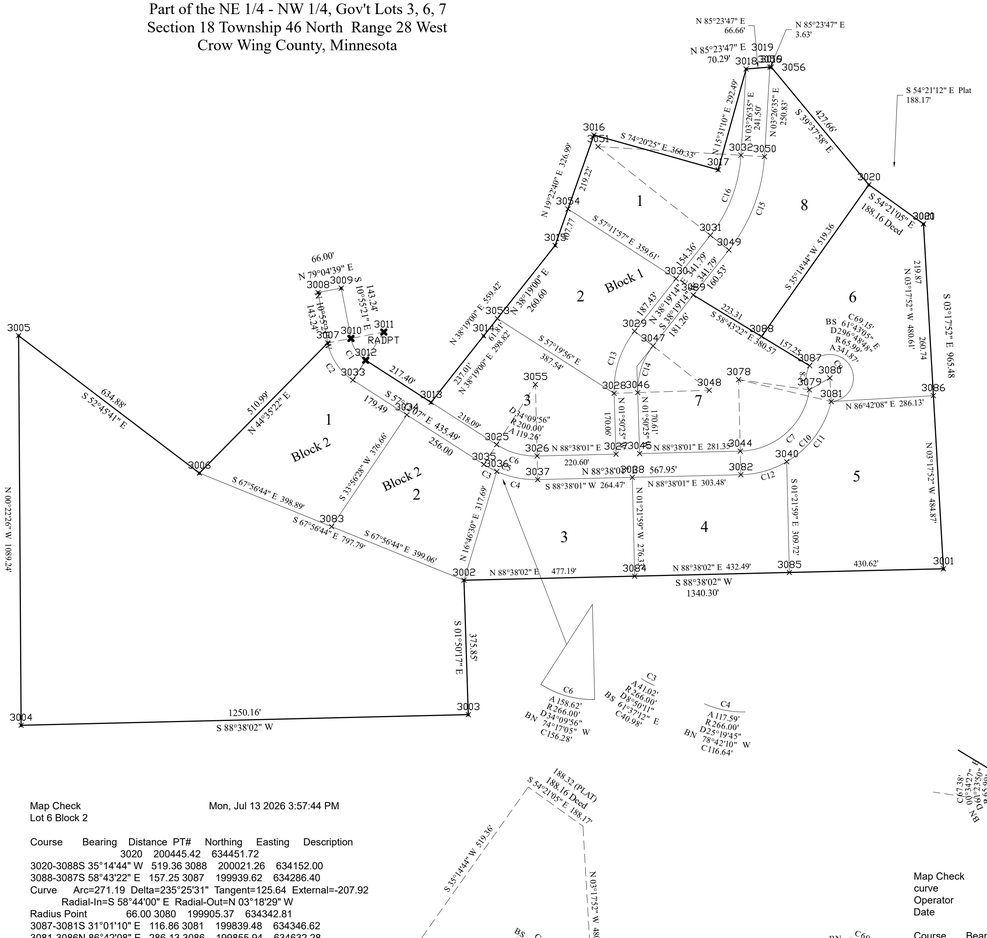
-----Original Message-----
From: Joshua Thompson <duzer1982@gmail.com>
Sent: Tuesday, August 4, 2026 7:24 PM
To: Chris Pence <Chris.Pence@crowwing.gov>
Subject: Eagle View Addition Deerwood Township

Hi Chris,
Kevin McCormick from Land Design Solutions LLC wanted me to email you as to whether the new road in the Eagle View Addition was satisfactory or not to the Township. I found it satisfactory and meets Township standards.

Thanks,
Josh Thompson
Deerwood Township Road Supervisor
Sent from my iPhone

CLOSURE REPORT
SECOND ADDITION TO EAGLE VIEW ESTATES

Part of the NE 1/4 - NW 1/4, Gov't Lots 3, 6, 7
Section 18 Township 46 North Range 28 West
Crow Wing County, Minnesota



Map Check Mon, Jul 13 2026 3:04:45 PM
Lot 1 Block 1

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3018	200769.14	634108.86	
3018-3017S	15°31'10" W	292.49	3017	200487.31	634030.60	
3017-3016N	74°20'25" W	360.33	3016	200584.57	633683.65	
3016-3054S	19°22'40" W	219.22	3054	200377.77	633610.91	
3054-3030S	57°11'57" E	359.61	3030	200182.96	633913.19	
3030-3031N	38°19'14" E	154.36	3031	200304.07	634008.90	
Curve	Arc=243.49	Delta=34°52'39"	Tangent=125.65	External=19.27		
	Radial-In=N 51°40'46" W	Radial-Out=N 86°33'25" W				
Radius Point		400.00	3051	200552.09	633695.08	
3031-3032N	20°52'55" E	239.75	3032	200528.07	634094.36	
3032-3018N	03°26'35" E	241.50	3018	200769.14	634108.86	
Closure error distance> 0.006						
Closure Precision> 1 in 322691.4						

Map Check Mon, Jul 13 2026 3:07:48 PM
Lot 2 Block 1

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3054	200377.77	633610.91	
3054-3015S	19°22'40" W	107.77	3015	200276.11	633575.15	
3015-3053S	38°19'00" W	260.60	3053	200071.64	633413.58	
3053-3028S	57°19'56" E	387.54	3028	199862.46	633739.82	
Curve	Arc=186.42	Delta=40°09'16"	Tangent=97.22	External=17.21		
	Radial-In=N 88°09'35" E	Radial-Out=S 51°41'09" E				
Radius Point		266.00	3048	199871.00	634005.68	
3028-3029N	18°14'13" E	182.63	3029	200035.91	633796.97	
3029-3030N	38°19'14" E	187.43	3030	200182.96	633913.19	
3030-3054N	57°11'57" W	359.61	3054	200377.77	633610.91	
Closure error distance> 0.004						
Closure Precision> 1 in 385759.4						

Map Check Mon, Jul 13 2026 3:12:23 PM
Lot 3 Block 1

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3053	200071.64	633413.58	
3053-3013S	38°19'00" W	298.82	3013	199837.19	633228.31	
3013-3025S	57°12'07" E	218.09	3025	199719.05	633411.63	
Curve	Arc=119.26	Delta=34°09'56"	Tangent=61.46	External=9.23		
	Radial-In=N 32°47'53" E	Radial-Out=N 01°22'03" W				
Radius Point		200.00	3055	199887.17	633519.97	
3025-3026S	74°17'05" E	117.50	3026	199687.23	633524.74	
3026-3027N	88°38'01" E	220.60	3027	199692.49	633745.28	
3027-3028N	01°50'25" W	170.06	3028	199862.46	633739.82	
3028-3053N	57°19'56" W	387.54	3053	200071.64	633413.58	
Closure error distance> 0.000						
Closure Precision> 1 in 3153204.4						

Map Check Mon, Jul 13 2026 2:41:20 PM
Roadway

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3008	200144.03	632912.42	
3008-3009N	79°04'39" E	66.00	3009	200156.53	632977.22	
3009-3010S	10°55'21" E	143.24	3010	200015.89	633004.37	
Curve	Arc=75.60	Delta=46°16'38"	Tangent=40.00	External=8.19		
	Radial-In=N 79°04'39" E	Radial-Out=N 32°48'01" E				
Radius Point		93.60	3011	200033.62	633096.27	RADPT
3010-3012S	34°03'40" E	73.56	3012	199954.95	633045.57	
3012-3025S	57°12'07" E	435.49	3025	199719.05	633411.63	
Curve	Arc=119.26	Delta=34°09'56"	Tangent=61.46	External=9.23		
	Radial-In=N 32°47'53" E	Radial-Out=N 01°22'03" W				
Radius Point		200.00	3055	199887.17	633519.97	
3025-3026S	74°17'05" E	117.50	3026	199687.23	633524.74	
3026-3027N	88°38'01" E	220.60	3027	199692.49	633745.28	
3027-3028N	01°50'25" W	170.06	3028	199862.46	633739.82	
Curve	Arc=186.42	Delta=40°09'16"	Tangent=97.22	External=17.21		
	Radial-In=N 88°09'35" E	Radial-Out=S 51°41'09" E				
Radius Point		266.00	3048	199871.00	634005.68	
3028-3029N	18°14'13" E	182.63	3029	200035.91	633796.97	
3029-3031N	38°19'14" E	341.79	3031	200304.07	634008.90	
Curve	Arc=243.49	Delta=34°52'39"	Tangent=125.65	External=19.27		
	Radial-In=N 51°40'46" W	Radial-Out=N 86°33'25" W				
Radius Point		400.00	3051	200552.09	633695.08	
3031-3032N	20°52'55" E	239.75	3032	200528.07	634094.36	
3032-3018N	03°26'35" E	241.50	3018	200769.14	634108.86	
3018-3056N	85°23'47" E	66.66	3056	200774.49	634175.31	
3056-3050S	03°26'35" W	250.83	3050	200524.11	634160.24	
Curve	Arc=283.67	Delta=34°52'39"	Tangent=146.38	External=22.45		
	Radial-In=N 86°33'25" W	Radial-Out=N 51°40'46" W				
Radius Point		466.00	3051	200552.09	633695.08	
3050-3049S	20°52'54" W	279.31	3049	200263.14	634060.68	
3049-3047S	38°19'14" W	341.79	3047	199994.99	633848.76	
Curve	Arc=140.17	Delta=40°09'16"	Tangent=73.10	External=12.94		
	Radial-In=S 51°41'09" E	Radial-Out=N 88°09'35" E				
Radius Point		200.00	3048	199871.00	634005.68	
3047-3046S	18°14'13" W	137.31	3046	199864.58	633805.78	
3046-3045S	01°50'25" E	170.61	3045	199694.06	633811.26	
3045-3044N	88°38'01" E	281.35	3044	199700.77	634092.53	
Curve	Arc=280.82	Delta=80°26'56"	Tangent=169.16	External=61.94		
	Radial-In=N 01°21'59" W	Radial-Out=N 81°48'55" W				
Radius Point		200.00	3078	199900.71	634087.76	
3044-3079N	48°24'33" E	258.31	3079	199872.24	634285.72	
Curve	Arc=341.91	Delta=296°49'11"	Tangent=40.59	External=-143.48		
	Radial-In=N 59°52'20" E	Radial-Out=N 03°18'29" W				
Radius Point		66.00	3080	199905.37	634342.81	
3079-3081S	61°43'05" E	69.15	3081	199839.48	634346.62	
Curve	Arc=349.70	Delta=75°19'27"	Tangent=205.31	External=70.02		
	Radial-In=N 76°41'26" W	Radial-Out=N 01°22'00" W				
Radius Point		266.00	3078	199900.71	634087.76	
3081-3082S	50°58'17" W	325.05	3082	199634.79	634094.11	
3082-3037S	88°38'01" W	567.95	3037	199621.24	633526.32	
Curve	Arc=158.62	Delta=34°09'56"	Tangent=81.74	External=12.28		
	Radial-In=N 01°22'03" W	Radial-Out=N 32°47'53" E				
Radius Point		266.00	3055	199887.17	633519.97	
3037-3035N	74°17'05" W	156.28	3035	199663.57	633375.88	
3035-3033N	57°12'07" W	435.49	3033	199899.47	633009.81	
Curve	Arc=128.91	Delta=46°16'38"	Tangent=68.20	External=13.96		
	Radial-In=N 32°48'01" E	Radial-Out=N 79°04'39" E				
Radius Point		159.60	3011	200033.62	633096.27	RADPT
3033-3007N	34°03'40" W	125.43	3007	200003.38	632939.56	
3007-3008N	10°55'21" W	143.24	3008	200144.03	632912.42	
Closure error distance> 0.008						
Closure Precision> 1 in 754139.8						

Map Check Tue, Mar 03 2026 8:37:21 AM
Overall Boundary

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3000	200335.754	634604.628	
3000-3001S	03°17'52" E	965.480	3001	199371.872	634660.168	
3001-3002S	88°38'02" W	1340.300	3002	199339.919	633330.249	
3002-3003S	01°50'17" E	375.850	3003	198964.262	633332.304	
3003-3004S	88°38'02" W	1250.163	3004	198934.457	632082.496	
3004-3005N	00°22'26" W	1089.236	3005	200023.670	632075.390	
3005-3006S	52°45'41" E	634.884	3006	199639.479	632580.836	
3006-3007N	44°35'22" E	510.990	3007	200003.383	632939.562	
3007-3008N	10°55'21" W	143.240	3008	200144.028	632912.421	
3008-3009N	79°04'39" E	66.000	3009	200156.534	632977.225	
3009-3010S	10°55'21" E	143.240	3010	200015.889	633004.366	
Curve	Arc=75.600	Delta=46°16'38"	Tangent=39.998	External=8.188		
	Radial-In=N 79°04'39" E	Radial-Out=N 32°48'01" E				
Radius Point		93.600	3011	200033.624	633096.271	RADPT
3010-3012S	34°03'40" E	73.562	3012	199954.947	633045.566	
3012-3013S	57°12'07" E	217.400	3013	199837.186	633228.310	
3013-3015N	38°19'00" E	559.421	3015	200276.106	633575.155	
3015-3016N	19°22'40" E	326.990	3016	200584.572	633683.649	
3016-3017S	74°20'25" E	360.330	3017	200487.311	634030.604	
3017-3018N	15°31'10" E	292.490	3018	200769.136	634108.864	
3018-3019N	85°23'47" E	70.290	3019	200774.778	634178.927	
3019-3020S	39°37'58" E	427.660	3020	200445.416	634451.716	
3020-3021S	54°21'05" E	188.175	3021	200335.746	634604.628	
Closure error distance> 0.0087						
Closure Precision> 1 in 1041849.7						

Map Check Mon, Jul 13 2026 3:22:14 PM
Lot 1 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3007	200003.38	632939.56	
3007-3006S	44°35'22" W	510.99	3006	199639.48	632580.84	
3006-3083S	67°56'44" E	398.73	3083	199489.76	632950.39	
3083-3034N	33°56'28" E	376.66	3034	199802.24	633160.69	
3034-3033N	57°12'07" W	179.49	3033	199899.47	633009.81	
Curve	Arc=128.91	Delta=46°16'38"	Tangent=68.20	External=13.96		
	Radial-In=N 32°48'01" E	Radial-Out=N 79°04'39" E				
Radius Point		159.60	3011	200033.62	633096.27	RADPT
3033-3007N	34°03'40" W	125.43	3007	200003.38	632939.56	
Closure error distance> 0.006						
Closure Precision> 1 in 254497.3						

Map Check Mon, Jul 13 2026 3:25:07 PM
Lot 2 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3034	199802.24	633160.69	
3034-3083S	33°56'28" W	376.66	3083	199489.76	632950.39	
3083-3002S	67°56'44" E	399.06	3002	199339.92	633320.25	
3002-3036N	16°46'30" E	317.69	3036	199644.09	633411.94	
Curve	Arc=41.02	Delta=08°50'11"	Tangent=20.55	External=0.79		
	Radial-In=N 23°57'42" E	Radial-Out=N 32°47'53" E				
Radius Point		266.00	3055	199887.17	633519.97	
3036-3035N	61°37'12" W	40.98	3035	199663.57	633375.88	
3035-3034N	57°12'07" W	256.00	3034	199802.24	633160.69	
Closure error distance> 0.004						
Closure Precision> 1 in 323231.2						

Map Check Mon, Jul 13 2026 3:30:38 PM
Lot 3 Block 2
Operator Project
Date Time

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3036	199644.09	633411.94	
3036-3002S	16°46'30" W	317.69	3002	199339.92	633320.25	
3002-3084N	88°38'02" E	477.19	3084	199351.30	633797.30	
3084-3038N	01°21'59" W	276.33	3038	199627.55	633790.71	
3038-3037S	88°38'01" W	264.47	3037	199621.24	633526.32	
Curve	Arc=117.59	Delta=25°19'45"	Tangent=59.77	External=6.63		
	Radial-In=N 01°22'03" W	Radial-Out=N 23°57'42" E				
Radius Point		266.00	3055	199887.17	633519.97	
3037-3036N	78°42'10" W	116.64	3036	199644.09	633411.94	
Closure error distance> 0.001						
Closure Precision> 1 in 2528369.4						

Map Check Mon, Jul 13 2026 3:42:46 PM
Lot 4 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3038	199627.55	633790.71	
3038-3084S	01°21'59" E	276.33	3084	199351.30	633797.30	
3084-3085N	88°38'02" E	432.49	3085	199361.61	634229.67	
3085-3040N	01°21'59" W	309.72	3040	199671.24	634222.29	
Curve	Arc=134.70	Delta=29°00'50"	Tangent=68.83	External=8.76		
	Radial-In=N 30°22'50" W	Radial-Out=N 01°22'00" W				
Radius Point		266.00	3078	199900.71	634087.76	
3040-3082S	74°07'35" W	133.26	3082	199634.79	634094.11	
3082-3038S	88°38'01" W	303.48	3038	199627.55	633790.71	
Closure error distance> 0.006						
Closure Precision> 1 in 238403.6						

Map Check Tue, Jul 14 2026 8:14:59 AM
Lot 5 Block 2
Date Time

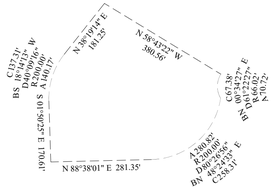
Course	Bearing	Distance	PT#	Northing	Easting	Description
			3040	199671.24	634222.29	
3040-3085S	01°21'59" E	309.72	3085	199361.61	634229.67	
3085-3001N	88°38'02" E	430.62	3001	199371.87	634660.17	
3001-3086N	03°17'52" W	484.87	3086	199855.94	634632.28	
3086-3081S	86°42'08" W	286.13	3081	199839.48	634346.62	
Curve	Arc=215.00	Delta=46°18'37"	Tangent=113.76	External=23.31		
	Radial-In=N 76°41'26" W	Radial-Out=N 30°22'50" W				
Radius Point		266.00	3078	199900.71	634087.76	
3081-3040S	36°27'52" W	209.19	3040	199671.24	634222.29	
Closure error distance> 0.010 Error Bearing> N 90°00'00" E						
Closure Precision> 1 in 174515.7 Total Distance Traversed> 1726.33						
188483						
4.3270						

Map Check Mon, Jul 13 2026 3:57:48 PM
Lot 6 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3020	200445.42	634451.72	
3020-3088S	35°14'44" W	519.36	3088	200021.26	634152.00	
3088-3087S	58°43'22" E	157.25	3087	199939.62	634286.40	
Curve	Arc=271.19	Delta=235°25'31"	Tangent=125.64	External=-207.92		
	Radial-In=S 58°44'00" E	Radial-Out=N 03°18'29" W				
Radius Point		66.00	3080	199905.37	634342.81	
3087-3081S	31°01'10" E	116.86	3081	199839.48	634346.62	
3081-3086N	86°42'08" E	286.13	3086	199855.94	634632.28	
3086-3021N	03°17'52" W	480.61	3021	200335.75	634604.63	
3021-3020N	54°21'05" W	188.17	3020	200445.42	634451.72	
Closure error distance> 0.005						
Closure Precision> 1 in 362452.6						

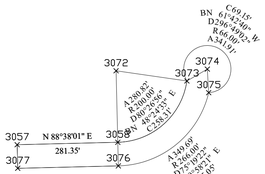
Map Check Tue, Jul 14 2026 6:02:39 AM
Lot 7 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3089	200137.20	633961.14	
3089-3089N	90°00'00" E	0.00	3089	200137.20	633961.14	
3089-3047S	38°19'14" W	181.25	3047	199994.99	633848.76	
Curve	Arc=140.17	Delta=40°09'16"	Tangent=73.10	External=12.94		
	Radial-In=S 51°41'09" E	Radial-Out=N 88°09'35" E				
Radius Point		200.00	3048	199871.00	634005.68	
3047-3046S	18°14'13" W	137.31	3046	199864.58	633805.78	
3046-3045S	01°50'25" E	170.61	3045	199694.06	633811.26	
3045-3044N	88°38'01" E	281.35	3044	199700.77	634092.53	
Curve	Arc=280.82	Delta=80°26'56"	Tangent=169.16	External=61.94		
	Radial-In=N 01°21'59" W	Radial-Out=N 81°48'55" W				
Radius Point		200.00	3078	199900.71	634087.76	
3044-3079N	48°24'33" E	258.31	3079	199872.24	634285.72	
Curve	Arc=70.71	Delta=61°23'40"	Tangent=39.18	External=10.75		
	Radial-In=N 59°52'20" E	Radial-Out=S 58°44'00" E				
Radius Point		65.99	3080	199905.37	634342.81	
3079-3087N	00°34'27" E	67.38	3087	199939.62	634286.40	
3087-3089N	58°43'22" W	380.56	3089	200137.20	633961.14	
Closure error distance> 0.008						
Closure Precision> 1 in 196991.0						



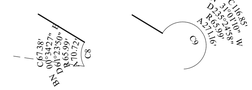
Map Check Tue, Jul 14 2026 6:11:13 AM
Lot 8 Block 2

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3019	200774.78	634178.93	
3019-3056S	85°23'47" W	3.63	3056	200774.49	634175.31	
3056-3050S	03°26'35" W	250.83	3050	200524.11	634160.24	
Curve	Arc=283.67	Delta=34°52'39"	Tangent=146.38	External=22.45		
	Radial-In=N 86°33'25" W	Radial-Out=N 51°40'46" W				
Radius Point		466.00	3051	200552.09	633695.08	
3050-3049S	20°52'54" W	279.31	3049	200263.14	634060.68	
3049-3089S	38°19'14" W	160.53	3089	200137.20	633961.14	
3089-3088S	58°43'22" E	223.31	3088	200021.26	634152.00	
3088-3020N	35°14'44" E	519.36	3020	200445.42	634451.72	
3020-3019N	39°37'58" W	427.66	3019	200774.78	634178.93	
Closure error distance> 0.002						
Closure Precision> 1 in 1042184.8						



Map Check Tue, Jul 14 2026 6:14:19 AM
Outlot A
Date Time

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3005	200023.67	632075.39	
3005-3004S	00°22'26" E	1089.24	3004	198934.46	632082.50	
3004-3003N	88°38'02" E	1250.16	3003	198964.26	633332.30	
3003-3002N	01°50'17" W	375.85	3002	199339.92	633320.25	
3002-3006N	67°56'44" W	797.79	3006	199639.48	632580.84	
3006-3005N	52°45'41" W	634.88	3005	200023.67	632075.39	
Closure error distance> 0.007						
Closure Precision> 1 in 617778.7						



Map Check Mon, Jul 13 2026 1:43:30 PM
curve
Operator Project
Date Time

Course	Bearing	Distance	PT#	Northing	Easting	Description
			3057	195810.68	632806.16	
3057-3058N	88°38'01" E	281.35	3058	195817.39	633087.43	
Curve	Arc=280.82	Delta=80°26'55"	Tangent=169.16	External=61.94		
	Radial-In=N 01°22'00" W	Radial-Out=N 81°48'56" W				
Radius Point		200.00	3072	196017.33	633082.66	
3058-3073N	48°24'33" E	258.31	3073	195988.86	633280.63	
Curve	Arc=341.86	Delta=296°48'55"	Tangent=40.59	External=-143.47		
	Radial-In=N 59°52'49" E	Radial-Out=N 03°18'16" W				
Radius Point		65.99	3074	196021.98	633337.72	
3073-3075S	61°43'05" E	69.14	3075	195956.10	633341.52	
Curve	Arc=349.70	Delta=75°19'27"	Tangent=205.31	External=70.02		
	Radial-In=N 76°41'27" W	Radial-Out=N 01°22'00" W				
Radius Point		266.00	3072	196017.33	633082.66	
3075-3076S	50°58'17" W	325.05	3076	195751.41	633089.01	
3076-3077S	88°38'01" W	281.35	3077	195744.70	632807.74	
3077-3057N	01°21'59" W	66.00	3057	195810.68	632806.16	
Closure error distance> 0.006 Error Bearing> N 90°00'00" E						
Closure Precision> 1 in 262434.0 Total Distance Traversed> 1601.08						
52597						
1.2075						

Crow Wing County Land Services
Final Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Kevin McCormick Date application submitted: 07-21-2026
Parcel Number(s): 59180609 59180604 59180606
Mailing Address: P.O. Box 517
City: Deerwood Zip: 56444-0517

Property Owner Information:

Owner Name: SPALJ, LUKE T REV TRST DATED 3/1/02
Physical Address:
City: Zip:
Township: DEERWOOD TOWNSHIP Zoning: RR-2.5 Deeded Acres: 11.77 Riparian: No
Lake/River Name:

Required Items:

Is a preliminary plat on file?: Yes

Are you submitting preliminary plat & final plat together?: No

Is final plat within 1st Assessment?: No

If yes, are you submitting engineered construction plans for any roads, stormwater and/or other improvements required or proposed?: No

Are all conditions provided by the planning commission for the preliminary plat completed?: Yes

Have monuments been set?: Yes

If no, when will they be?:

Title commitment uploaded in application?: Yes

APPLICANT FINDINGS OF FACT - PLAT

Name of Applicant: Spalj PID: 59180609

FINDINGS OF FACT:

Does the proposed plat conform to the County's Comprehensive Plan?

- Yes

Is the proposal consistent with the existing County Subdivision Ordinance? Specify applicable sections of the Ordinance.

- Yes

Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.

- No

Is the proposed plat compatible with the present land uses in the area of the proposal? Zoning District:

- Yes

Does the plat conform to all applicable performance standards in Article 9 of the Subdivision Ordinance?

- Yes

How are the potential environmental impacts being resolved? (Does the plat meet County Standards?)

- All issues addressed in Preliminary Plat Hearing

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

- All issues addressed in Preliminary Plat Hearing

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

PCBOA	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Linda & Philip Tidd – “Oak Ridge Terrace” – Final Plat

PREVIOUS ACTION:

May 21, 2026 – The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Oak Ridge Terrace” to the County Board of Commissioners.

June 9, 2026 – County Board approved the preliminary plat

COMMENTS:

Mission Township Resolution Approving Preliminary Plat 4/13/2026

Legal Description: Part of NE ¼ NW ¼

Section 6 Township 136 Range 27

Mission Township

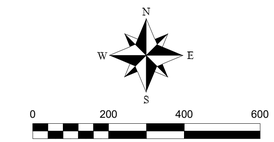
PID: 77060515

RECOMMENDED BOARD ACTION:

Approve the final plat of “Oak Ridge Terrace” with 5 lots.

Approximate length of presentation: 5 Minutes

OAK RIDGE TERRACE

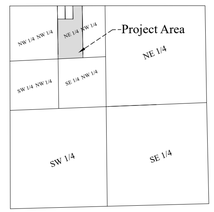


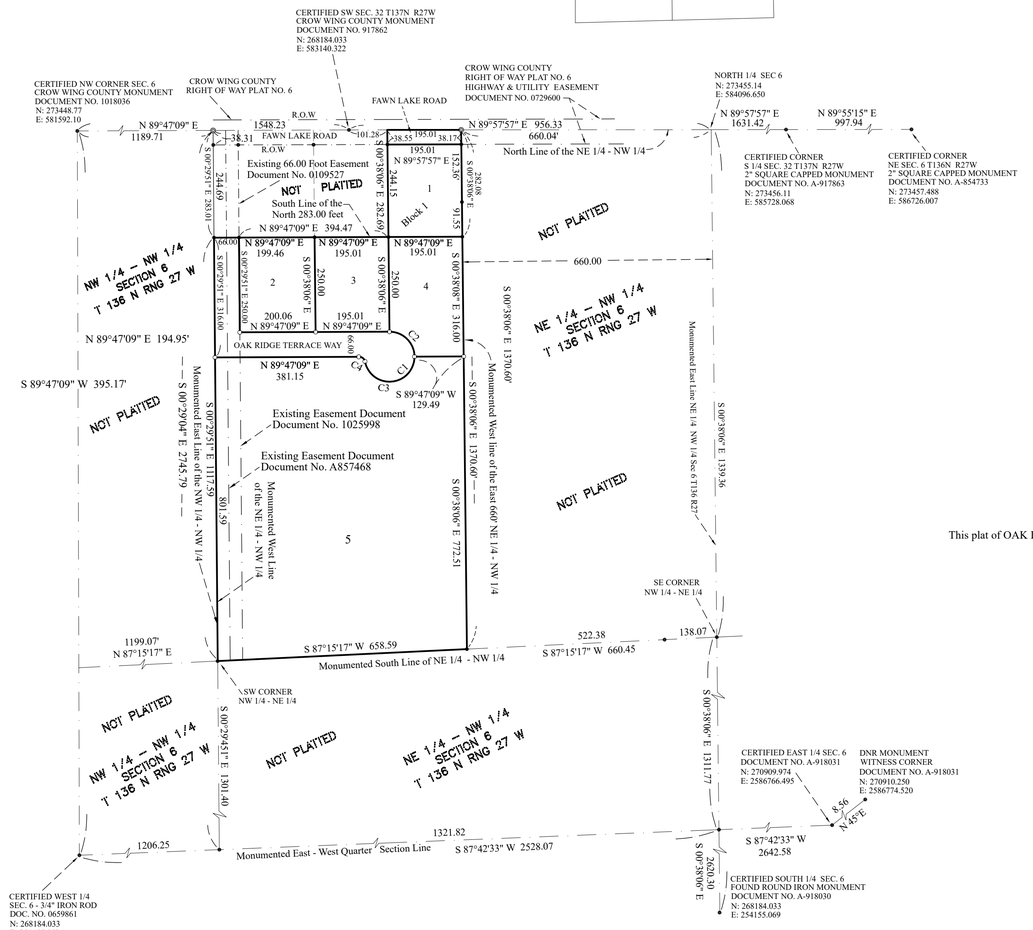
LEGEND

- ● DENOTES FOUND SURVEY MONUMENT
- ○ DENOTES SET ⅛ REBAR SURVEY MONUMENT SURVEYOR CAP NO. 1529
- ◎ SET PK NAIL WITH STEEL WASHER STAMPED 15294

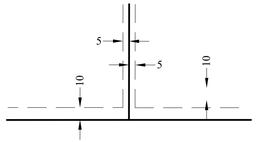
VICINITY MAP

SECTION 6 TOWNSHIP 136 NORTH RANGE 27 WEST





DRAINAGE AND UTILITY EASEMENTS ARE AS SHOWN



BEING 5 FEET IN WIDTH AND ADJOINING ALL INTERIOR
SIDE LOT LINES AND 10 FEET IN WIDTH AND ADJOINING ALL
ALL ROAD RIGHT OF WAY LINES UNLESS OTHERWISE SHOWN

CUL-DE-SAC CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	66.00	298.72	101.61	S 39°26'59" W	259°19'41"
C2	66.00	103.67	93.34	S 45°12'51" E	90°00'00"
C3	66.00'	195.05	131.43	N 84°26'59" E	169°19'41"
C4	15.00'	20.77	19.15	N 50°33'01" W	79°19'41"

KNOWN ALL PERSONS BY THESE PRESENTS: That Philip A. Tidd and Linda A. Tidd husband and wife , fee owners of the following described property, situated in Crow Wing County, State of Minnesota to – wit:

That part of the Northeast Quarter of the Northwest Quarter lying West of the East 660.00 feet. Section 6 Township 136 North Range 27 West Crow Wing County, Minnesota more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 6 Township 136 North Range 27 West; thence North 89 degrees 47 minutes 09 seconds East, assumed bearing along the North line of said Section 6 a distance of 1548.23, to the monumented southeast corner of Section 31 Township 137 North Range 27 West; thence North 89 degrees 57 minutes 57 seconds East 101.28 feet, to the point of beginning of the tract to be described; thence continuing North 89 degrees 57 minutes 57 seconds East 195.01 feet, to the northwest corner of the East 660.00 feet of said ; Northeast Quarter of the Northwest Quarter; thence South 00 degrees 38 minutes 06 seconds East, along the West line of said East 660.00 feet of the Northeast Quarter of the Northwest Quarter 1370.60 feet to the southwest corner of said East 660.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 87 degrees 15 minutes 17 seconds West along South line of said Northeast Quarter of the Northwest Quarter 658.59 feet, to the southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 29 minutes 51 seconds West along the West line of said Northeast Quarter of the Northwest Quarter 1117.59 feet, to the easterly extension of the South line of the North 283.00 of the Northwest Quarter of the Northwest Quarter ; thence North 89 degrees 47 minutes 09 seconds East 460.47 feet; thence North 00 degrees 38 minutes 06 seconds West 282.69 feet, to the point of beginning.

Has caused the same to be surveyed and platted as OAK RIDGE TERRACE and does hereby dedicate to the public for public use OAK RIDGE TERRACE WAY and FAWN LAKE ROAD, and the utility easements as created by this plat.

OWNER :

In witness whereof said Philip A. Tidd and Linda A. Tidd, husband and wife, have hereunto set their hands this _____ day of _____ , 20_____.

_____ _____

Philip A. Tidd Linda A. Tidd

STATE OF _____

COUNTY OF _____

The instrument was acknowledged before me this _____ day of _____, 20_____

by Philip A. Tidd and Linda A. Tidd

_____ Notary Public, _____ County, State of _____

(Notary Signature)

_____ My commission expires _____

(Notary Printed Name)

This plat of OAK RIDGE TERRACE is approved by Mission Township, Crow Wing County, Minnesota on this _____ day of _____ , 20____

By _____

Jon Auge, Chairman Board of Supervisors Mission Township

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

Dated this _____ day of _____, 20 _____

_____

John J. Hinzmann Jr., Licensed Land Surveyor Minnesota License No. 15294

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor' Certification was acknowledged before me this _____ day of _____ , 20_____

by John J, Hinzmann Jr., Licensed Land Surveyor, Minnesota Licensed Number 15294

_____ Notary Public, _____ County, Minnesota

(Notary Signature)

_____ My commission expires _____

(Notary Printed Name)

Pursuant to Minnesota Statutes Chapter 272.12, that there are no delinquent taxes on the land herein before described on the plat and transfer and pursuant to Chapter 505.021, Subd 9, taxes are payable

for the year _____ on the land herein before described have been paid this _____ day of _____, 20_____

_____

Gary Griffin, Crow County Auditor/Treasurer

I hereby certify that this instrument was filed for record in the office of the County Recorder in and for Crow Wing County, Minnesota on this _____ day of _____ , 20____.

_____ _____

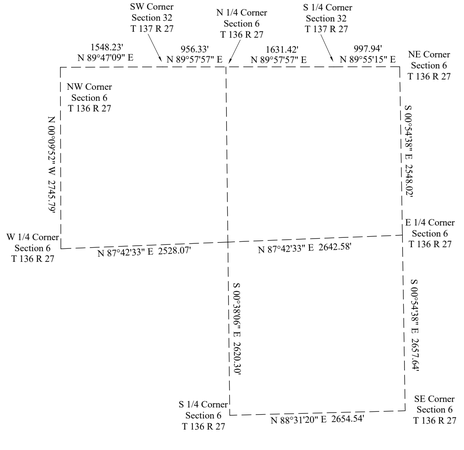
Crow Wing County Recorder Deputy Recorder

This plat of OAK RIDGE TERRACE was approved by the Crow Wing County Board of Commissioners, Crow Wing County, Minnesota on this _____ day of _____ , 20____.

By _____

Rosemary Franzen , Chairman Crow Wing County Board of Commissioners

Section 6 Detail



BEARING ORIENTATION

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF NE 1/4 OF THE NW 1/4 TO HAVE AN ASSUMED BEARING OF SOUTH 00 DEGREES 29 MINUTES 04 SECONDS EAST

Land Design Solutions
Land Surveying • Civil Engineering
10801 Lake Trail Crossfake Minnesota 56442
218-829-0854
landdesignsolutions.co

August 18, 2026

Crow Wing County
Land Service Department
322 Laurel Street, Suite 14
Brainerd, Minnesota 56401

RE: OAK RIDGE TERRACE

Crow Wing County Land Service Department:

I have reviewed and checked the proposed final plat of OAK RIDGE TERRACE in regards to the mathematical correctness and the requirements of the most current; Minnesota Platting Statutes, Chapter 505 and the current Manual of Guidelines for Platting in Minnesota, a joint publication of the Minnesota Society of Professional Surveyors (MSPS) and Minnesota Association of County Surveyors (MACS).

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

A field inspection to confirm the placement of the required boundary, plat and lot corners has not been performed.

Based on these conditions I find the plat to conform to the above statutes, regulations and publications.

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

Name of Surveyor

Signature: _____ Typed or Printed Name: James Kramer

Date: 8-18-2026 License Number: 23668

DECLARATION AND CONFIRMATION OF
EASEMENT RIGHTS AND ROAD MAINTENANCE AGREEMENT

This Declaration and Confirmation of Easement Rights and Road Maintenance Agreement (this "Agreement") is made effective as of _____, 2026, by and among The Nistler Family Trust Dated December 17, 2025, as owner of the Burdened Property described below ("Nistler"), and Phil Tidd and Linda Tidd, husband and wife, as owners of the Benefited Property described below (the "Tidds"). Nistler and the Tidds are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Nistler is the owner of certain real property located in Crow Wing County, Minnesota, presently identified as Crow Wing County PID 77060533 and legally described on attached Exhibit A (the "Burdened Property");

WHEREAS, the Tidds are the owners of certain real property located in Crow Wing County, Minnesota, presently identified as Crow Wing County PID 77060515 and legally described on attached Exhibit B (the "Tidd Property");

WHEREAS, the Tidd Property is proposed to be subdivided by final plat into the plat of Oak Ridge Terrace, including Lots 1 through 5, Block 1, and related public roadway or other areas as shown on the preliminary plat prepared by Land Design Solutions, LLC attached as Exhibit C, as the same may be revised and recorded (the "Plat");

WHEREAS, the Burdened Property is subject to an existing 66-foot ingress, egress, and utility easement over, under, and across the West 66 feet of the North 283.01 feet of the Northeast Quarter of the Northwest Quarter, Section 6, Township 136 North, Range 27 West, Crow Wing County, Minnesota (the "Nistler Easement Area");

WHEREAS, the Tidd Property includes an additional 66-foot access and utility corridor over, under, and across the West 66 feet lying south of the North 283.01 feet of the Northeast Quarter of the Northwest Quarter, Section 6, Township 136 North, Range 27 West, Crow Wing County, Minnesota (the "Tidd Easement Area"), as also described in that certain Quit Claim Deed dated June 29, 2026, recorded as Crow Wing County Document No. _____;

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WHEREAS, Crow Wing County has required, as a condition of final plat approval, that the existing access easements be amended or clarified to establish legal ingress and egress for the Tidd Property and the lots created by the Plat;

WHEREAS, the Parties desire to confirm, amend, grant, and declare that the Nistler Easement Area and the Tidd Easement Area (collectively, the "Easement Areas") form a continuous access and utility corridor benefiting the Tidd Property and every lot, tract, parcel, or other property interest created from the Tidd Property by the Plat;

WHEREAS, the preliminary plat further shows a roadway identified as Oak Terrace Way, which is intended to provide roadway access across portions of Tract A and Lots 2, 3, 4, and 5, as depicted on attached Exhibit C (the "Roadway Area");

WHEREAS, Crow Wing County has requested that Oak Terrace Way be dedicated for public use by plat, but Mission Township is not presently assuming responsibility for maintenance of the Roadway Area; and
WHEREAS, the Parties desire to provide for private maintenance, repair, and cost allocation for the Roadway Area unless and until Mission Township, Crow Wing County, or another public authority formally accepts maintenance responsibility;

NOW, THEREFORE, in consideration of the recitals, the mutual benefits and burdens contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated into and made part of this Agreement.
2. Additional Definitions. For purposes of this Agreement, the following terms have the meanings stated below:

"Benefited Property" means the Tidd Property presently identified as Crow Wing County PID 77060515, together with all lots, tracts, parcels, and other property interests created from the Tidd Property by the Plat, including Lots 1 through 5, Block 1, Oak Ridge Terrace, according to the recorded plat thereof. No other parcel shall be deemed part of the Benefited Property unless expressly identified by later recorded amendment to this Agreement.

"Lot" means each lot, tract, parcel, or separately conveyable property interest within the Benefited Property, whether now existing or later created by final plat, subdivision, conveyance, combination, or

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other lawful means.

“Owner” means each person or entity now or later holding fee title to any portion of the Benefited Property, including successors, assigns, heirs, personal representatives, trustees, contract purchasers in possession, and any other party acquiring an ownership interest in a Lot.

"Easement Areas" means, collectively, the Nistler Easement Area and the Tidd Easement Area legally described in the foregoing recitals. Each Easement Area is burdened only to the extent of the legal description applicable to that Easement Area.

“Roadway Area” means Oak Terrace Way, together with the traveled road surface, shoulders, drainage features, ditches, culverts, turnarounds, and related improvements located within the roadway area shown on the Plat or depicted on Exhibit C.

3. Confirmation, Amendment, and Declaration of Easements. Nistler, as owner of the Burdened Property, confirms, amends, grants, and declares a perpetual, non-exclusive easement over, under, and across the Nistler Easement Area for the benefit of the Benefited Property and its Owners. The Tidds, as owners of the Tidd Property, confirm, grant, declare, and subject the Tidd Easement Area to a perpetual, non-exclusive easement for the benefit of the Benefited Property and its Owners. The easements include vehicular and pedestrian ingress and egress; construction access; and the installation, use, inspection, maintenance, repair, replacement, and operation of utilities, together with all uses reasonably incidental to those purposes.

The easement rights confirmed, amended, granted, and declared by this Agreement are appurtenant to the Benefited Property, are intended to provide a continuous access and utility corridor across both Easement Areas, and shall run with title to the Benefited Property. No Owner may convey, assign, lease, license, or otherwise transfer easement rights under this Agreement except in connection with the conveyance or lawful use of a portion of the Benefited Property.

4. Persons and Parcels Eligible to Use Easement Areas. The Easement Areas may be used only by the following persons and entities:

a) The Owners of the Benefited Property;

b) The family members, tenants, guests, invitees, agents, contractors, employees, delivery persons, service providers, utility providers, emergency responders, governmental personnel, and mortgagees of the Owners, when acting in relation to the Benefited Property;
c) Persons or entities holding utility rights or governmental rights of access over the Easement Areas, to the extent such rights exist by recorded instrument, statute, plat dedication, permit, or other lawful authority; and
d) Any additional person or entity expressly authorized by recorded amendment to this Agreement.

No use of the Easement Areas is granted to the general public by this Agreement. Public use shall exist

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only to the extent expressly created by recorded plat dedication, recorded easement, statute, governmental action, or other recorded instrument independent of this Agreement.

5. Limitation on Benefited Parcels. This Agreement is intended to benefit the Benefited Property only. The phrase “landowners to the south,” “future lots,” or similar generalized language shall not be construed to benefit any parcel unless that parcel is part of the Benefited Property or is expressly identified by later recorded amendment to this Agreement.

6. Utility Rights. Subject to matters of record and applicable governmental approvals, each Owner shall have a non-exclusive easement over, under, and across the Easement Areas and Roadway Area for installation, maintenance, repair, replacement, and operation of utility lines and related facilities serving the Benefited Property, including electric, telephone, fiber optic, gas, water, sewer, drainage, and other customary utility services.

Any Owner or utility provider performing utility work shall restore the disturbed portion of either Easement Area or the Roadway Area to substantially the same condition existing immediately before the work, reasonable wear and seasonal conditions excepted. Utility work shall not unreasonably interfere with ingress and egress by other Owners.

7. Roadway Use. The Owners shall have a non-exclusive right to use the Roadway Area for ingress and egress to and from the Benefited Property. Use of the Roadway Area shall be reasonable and shall not obstruct, damage, or materially interfere with the rights of other Owners or with any lawful public rights created by the recorded Plat.

No Owner shall place gates, fences, signs, landscaping, parked vehicles, personal property, snow piles, debris, structures, or other obstructions within either Easement Area or the Roadway Area in a manner that interferes with access, drainage, utilities, emergency access, or maintenance.

8. Public Dedication and No Public Maintenance Obligation. The Roadway Area may be dedicated for public use by the Plat or other recorded instrument. Such dedication shall not, by itself, obligate Mission Township, Crow Wing County, or any other public authority to maintain, improve, repair, plow, or reconstruct the Roadway Area.

9. Road Maintenance Responsibility. Unless and until Mission Township, Crow Wing County, or another public authority formally accepts maintenance responsibility for the Roadway Area, the Owners shall be responsible for private maintenance, repair, replacement, and reconstruction of the Roadway Area.

Maintenance shall include, as reasonably necessary: grading; graveling; dust control; snow plowing; sanding; mowing or brush removal within the road corridor; repair and replacement of culverts; ditch and drainage maintenance; erosion control; signage; repair of washouts; repair of damage caused by use; and other work reasonably necessary to keep the Roadway Area in passable condition for ordinary residential, commercial, emergency, and lawful access purposes.

If a public authority later accepts maintenance responsibility for all or part of the Roadway Area, the

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Owners' private maintenance obligations shall be suspended or reduced to the extent of the accepted public maintenance. The Owners shall remain responsible for any private portions, private improvements, or obligations not assumed by the public authority.

10. Allocation of Costs. Unless otherwise agreed in writing by the Owners or established by recorded amendment, the costs of ordinary maintenance, repair, reconstruction, snow removal, and related work for the Roadway Area shall be allocated equally among the Lots or separately conveyable parcels within the Benefited Property that have the right to use the Roadway Area.

If any Owner, or any Owner's contractors, tenants, guests, invitees, or agents, causes unusual or extraordinary damage to either Easement Area or the Roadway Area, including damage from construction traffic, logging, excavation, utility installation, heavy equipment, or abnormal use, that Owner shall be responsible for the cost of repairing such damage, regardless of the ordinary cost allocation stated above.

No Owner shall be responsible for costs attributable solely to private driveways, private utility services, or improvements serving only another Owner's Lot unless otherwise agreed in writing.

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11. **Approval of Work and Expenditures.** Ordinary recurring maintenance, including snow removal, grading, minor graveling, light brushing, and other routine work, may be arranged by any Owner after reasonable notice to the other Owners.

Non-routine improvements, substantial repairs, reconstruction, major drainage work, significant widening, paving, or capital improvements shall require approval of Owners holding more than fifty percent of the Lots or separately conveyable parcels within the Benefited Property before the work is performed, except in the case of emergency work reasonably necessary to preserve access, prevent substantial property damage, protect public safety, or restore access after storm, washout, flood, fire, snow event, or similar condition.

An Owner who performs or arranges approved work may invoice the other Owners for their respective shares. Amounts shall be due within thirty (30) days after written invoice and reasonable supporting documentation are provided.

12. **Emergency Work. Any Owner may perform or arrange emergency work without prior approval when reasonably necessary to restore access, protect persons or property, preserve drainage, repair storm or washout damage, or prevent imminent damage to the Easement Areas, Roadway Area, or Benefited Property.**

The Owner arranging emergency work shall notify the other Owners as soon as reasonably practicable and shall provide reasonable documentation of the work and cost. The cost of emergency work shall be shared as provided in this Agreement unless the emergency was caused by a particular Owner, in which case that Owner shall be responsible for the cost to the extent caused by that Owner or that Owner's

contractors, tenants, guests, invitees, or agents.

13. **Notice of Work. Except for emergencies and ordinary light maintenance, an Owner intending to perform work within either Easement Area or the Roadway Area shall make reasonable efforts to give prior written notice to the other Owners. Notice may be given by mail, personal delivery, email, or other reasonable means customarily used by the Owners**

14. **Collection of Unpaid Shares.** If an Owner fails to pay that Owner's share of costs when due, the unpaid amount shall bear interest at the rate of eight percent (8%) per annum, or the maximum rate allowed by law if less, from the due date until paid.

The non-defaulting Owners may recover unpaid amounts, interest, collection costs, reasonable attorney fees, and court costs through an action at law or equity. The Owners may also record a notice of claim or lien against the defaulting Owner's Lot to the extent permitted by applicable law. This provision shall not limit any other remedy available under this Agreement or Minnesota law.

15. **No Homeowners' Association Created.** This Agreement is intended to establish easement rights and private maintenance obligations without creating a homeowners' association, common interest community, or corporate association. No Owner shall have authority to bind another Owner except as expressly provided in this Agreement or as otherwise agreed in writing.

16. Compliance with Law. All use, work, construction, maintenance, drainage, utility installation, and improvements within the Easement Areas and Roadway Area shall comply with applicable laws, ordinances, permits, plat conditions, and governmental approvals.

17. **No Warranty of Condition.** No Party makes any representation or warranty regarding the condition, suitability, capacity, construction standard, drainage, year-round passability, or public maintenance status of either Easement Area or the Roadway Area. Each Owner uses the Easement Areas and Roadway Area subject to existing conditions and the terms of this Agreement.

18. **No Representation as to Other Land.** Nistler represents only that it is the owner of the Burdened Property. By signing this Agreement, Nistler does not represent that it holds title to, or has any legal right to grant easement rights over, any real property other than the Burdened Property.

The Tidds represent only that they are the owners of the Tidd Property. By signing this Agreement, the Tidds do not represent that they hold title to, or have any legal right to grant easement rights over, the Burdened Property.

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19. **Indemnity.** Each Owner shall indemnify, defend, and hold harmless the other Owners and Parties from claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising from that Owner's negligent or wrongful use of either Easement Area or the Roadway Area, or from the negligent or wrongful acts or omissions of that Owner's tenants, guests, invitees, agents, contractors, employees, or service providers.

This indemnity does not apply to the extent a claim is caused by the negligence, willful misconduct, or breach of this Agreement by another Owner or Party.

20. **Covenants Run with the Land.** All rights, duties, benefits, burdens, covenants, restrictions, and obligations contained in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the Parties, the Owners, and their respective heirs, successors, assigns, personal representatives, trustees, mortgagees, contract purchasers, and all persons or entities acquiring any right, title, or interest in the Benefited Property or Burdened Property, as applicable.

21. **Binding Effect on Later-Created Lots.** If any portion of the Benefited Property is further subdivided, combined, replatted, or otherwise altered, the resulting lots, tracts, or parcels shall remain subject to and benefited by this Agreement unless a recorded amendment provides otherwise. The Owners may amend the cost allocation or voting rights to account for any future subdivision or combination of Lots.

22. Relationship to Other Instruments. This Agreement supplements and clarifies the easement rights described in the June 29, 2026 Quit Claim Deed and other easements of record. If a conflict exists concerning the persons or parcels benefited, permitted uses, maintenance obligations, or cost allocation, this Agreement shall control among the Parties and Owners to the fullest extent permitted by law; provided, however, that this Agreement shall not extinguish or impair the recorded rights of persons who are not Parties to it.

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23. **Amendment.** This Agreement may be amended only by a written instrument executed by Owners holding more than fifty percent (50%) of the Lots or separately conveyable parcels within the Benefited Property and recorded in the office of the Crow Wing County Recorder and/or Registrar of Titles, as applicable. Any amendment that changes the location, dimensions, permitted uses, or burden of an Easement Area must also be executed by the then fee owner of the property burdened by the affected Easement Area. No amendment may terminate or materially impair access or utility rights benefiting any Lot without the written consent of that Lot's Owner.

If an amendment affects land registered under the Torrens system, the amendment shall be filed with the Crow Wing County Registrar of Titles as required by law.

24. **Enforcement.** This Agreement may be enforced by any Party or Owner through proceedings at law or in equity, including actions for damages, declaratory relief, injunctive relief, specific performance, recovery of unpaid costs, and any other remedy available under Minnesota law.

If a Party or Owner brings an action to enforce this Agreement and substantially prevails, the prevailing Party or Owner shall be entitled to recover reasonable attorney fees, costs, and disbursements from the non-prevailing Party or Owner, to the extent allowed by law.

25. **Waiver.** No delay or omission by any Party or Owner in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. A waiver of one breach shall not constitute a waiver of any other or later breach.

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permitted by law.

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

28. Recording. This Agreement shall be recorded in the office of the Crow Wing County Recorder and/or Registrar of Titles, as applicable. The Parties intend that this Agreement provide notice to all subsequent purchasers, mortgagees, tenants, and other parties acquiring any interest in the Benefited Property or Burdened Property.

29. Exhibits. The following exhibits are attached and incorporated into this Agreement:
Exhibit A: Legal Description of Burdened Property / Tract A / PID 77060533
Exhibit B: Legal Description of Benefited Property / Tidd Property / PID 77060515
Exhibit C: Preliminary Plat Prepared by Land Design Solutions, LLC

If any conflict exists between a legal description and a depiction, the legal description shall control unless the recorded Plat or a recorded amendment provides otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Declaration and Confirmation of Easement and Road Maintenance Agreement effective as of the date first written above.

[*Signature pages to follow*]

DRAFT

SIGNATURES

_____

Phil Tidd

_____

Linda Tidd

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 2026, by **Phil Tidd** and **Linda Tidd**.

(Stamp)

_____

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

DRAFT

26. **Severability.** If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent . permitted by law

27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws. of the State of Minnesota

28. **Recording.** This Agreement shall be recorded in the office of the Crow Wing County Recorder and/or Registrar of Titles, as applicable. The Parties intend that this Agreement provide notice to all subsequent purchasers, mortgagees, tenants, and other parties acquiring any interest in the Benefited Property or Burdened Property.

29. **Exhibits.** The following exhibits are attached and incorporated into this Agreement:

    Exhibit A: Legal Description of Burdened Property / Tract A / PID 77060533
    Exhibit B: Legal Description of Benefited Property / Tidd Property / PID 77060515
    Exhibit C: Preliminary Plat Prepared by Land Design Solutions, LLC

If any conflict exists between a legal description and a depiction, the legal description shall control unless the recorded Plat or a recorded amendment provides otherwise.

IN WITNESS WHEREOF, the undersigned have executed this Declaration and Confirmation of Easement and Road Maintenance Agreement effective as of the date first written above.

[*Signature pages to follow*]

DRAFT

SIGNATURE

_____

Phil Tidd

_____

Linda Tidd

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 2026, by **Phil Tidd** and **Linda Tidd**.

(Stamp)

_____

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

DRAFT

SIGNATURE

By: _____

Name: _____
Trustee for The Nistler Family Trust Dated December 17, 2025

State of Minnesota, County of _____

This instrument was acknowledged before me on _____, 2026, by _____

_____, Trustee of The Nistler Family Trust Dated December 17, 2025.**of**

(Stamp)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____

(month/day/year)

DRAFT

THIS INSTRUMENT WAS DRAFTED BY:

Mark A. Severson SEVERSON PORTER LAW
319 South 6th Street
Brainerd, MN 56401
(218) 454-4705

DRAFT

EXHIBIT A

Legal Description of Burdened Property / Tract A / PID 77060533

That part of the Northeast Quarter of the Northwest Quarter lying West of the East 660.00 feet, Section 6, Township 136 North, Range 27 West, Crow Wing County, Minnesota, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 6, Township 136 North, Range 27 West; thence North 89 degrees 47 minutes 09 seconds East, assumed bearing along the North line of said Section 6, a distance of 1,189.71 feet to the northwest corner of the Northeast Quarter of the Northwest Quarter, the point of beginning of the tract to be described; thence continuing North 89 degrees 47 minutes 09 seconds East 264.79 feet; thence South 00 degrees 38 minutes 06 seconds East 283.01 feet to the easterly extension of the South line of the North 283.00 feet of the Northwest Quarter of the Northwest Quarter; thence South 89 degrees 47 minutes 09 seconds West 265.46 feet to the West line of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 29 minutes 51 seconds West 283.01 feet to the point of beginning.

Subject to Fawn Lake Road Right-of-Way Plat No. 6.

Subject to a 33-foot ingress, egress, and utility easement, Document No. A857468.

Subject to a 66.00-foot ingress, egress, and utility easement over, under, and across the West 66.00 feet of the North 283.01 feet of the Northeast Quarter of the Northwest Quarter.

Subject to easements, covenants, conditions, restrictions, and reservations of record.

DRAFT

Legal Description of Benefited Property / Tidd Property / PID 77060515

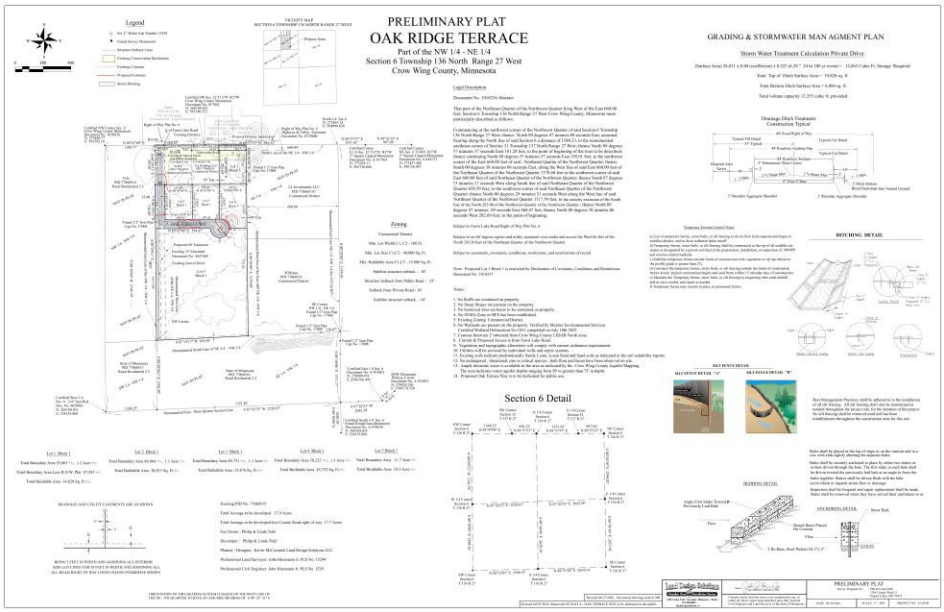
That part of the Northeast Quarter of the Northwest Quarter lying West of the East 660.00 feet, Section 6, Township 136 North, Range 27 West, Crow Wing County, Minnesota, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 6, Township 136 North, Range 27 West; thence North 89 degrees 47 minutes 09 seconds East, assumed bearing along the North line of said Section 6, a distance of 1,548.23 feet to the monumented southeast corner of Section 31, Township 137 North, Range 27 West; thence North 89 degrees 57 minutes 57 seconds East 101.28 feet to the point of beginning of the tract to be described; thence continuing North 89 degrees 57 minutes 57 seconds East 195.01 feet to the northwest corner of the East 660.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 00 degrees 38 minutes 06 seconds East, along the West line of said East 660.00 feet of the Northeast Quarter of the Northwest Quarter, 1,370.60 feet to the southwest corner of said East 660.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 87 degrees 15 minutes 17 seconds West, along the South line of said Northeast Quarter of the Northwest Quarter, 658.59 feet to the southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 29 minutes 51 seconds West, along the West line of said Northeast Quarter of the Northwest Quarter, 1,117.59 feet to the easterly extension of the South line of the North 283.00 feet of the Northwest Quarter of the Northwest Quarter; thence North 89 degrees 47 minutes 09 seconds East 460.47 feet; thence North 00 degrees 38 minutes 06 seconds West 282.69 feet to the point of beginning.

DRAFT

EXHIBIT C

Preliminary Plat Prepared by Land Design Solutions, LLC



CHICAGO TITLE INSURANCE COMPANY

File No.: 4884-26

ALTA COMMITMENT FOR TITLE INSURANCE
Issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, CHICAGO TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

Countersigned:

By: Gerald Krause
Authorized Officer or Agent

Lakes Area Title Services, LLC
35756 Allen Ave
Crosslake, MN 56442-5502
Tel:218-692-1473
Fax:218-692-1475

By:

Michael J. Nolan
President

Attest:

Marjorie Nemzura
Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

72C170B 72C170B ALTA Commitment For Title Insurance 07/01/21 180 days C170B
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COMMITMENT CONDITIONS

1. **DEFINITIONS**
   a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
   b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
   c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
   e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
   g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
   i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
   j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   a. the Notice;
   b. the Commitment to Issue Policy;
   c. the Commitment Conditions;
   d. Schedule A;
   e. Schedule B, Part I—Requirements; and
   f. Schedule B, Part II—Exceptions; and
   g. a counter-signature by the Company or its issuing agent that may be in electronic form.
4. **COMPANY'S RIGHT TO AMEND**
   The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
   a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      i. comply with the Schedule B, Part I—Requirements;
      ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
      iii. acquire the Title or create the Mortgage covered by this Commitment.
   b. The Company is not liable under Commitment Condition 5 a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind,
whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is $2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by CHICAGO TITLE INSURANCE COMPANY. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY®

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Lakes Area Title Services, LLC
Issuing Office: 35756 Allen Ave, PO Box 162, Crosslake, MN 56442
Issuing Office's ALTA® Registry ID: 1180481
Commitment No.: 4884-26-1
Issuing Office File No.: 4884-26
Property Address: XXX Fawn Lake Rd Tract C, Merrifield, MN 56465

SCHEDULE A

1. Commitment Date: June 24, 2026 at 08:00 AM
2. Policy to be issued:
   a. 2021 ALTA Owner's Policy (07/01/21)
      Proposed Insured: Purchaser with a contractual right under a purchase agreement with the vested owner identified at Item 4 below
      Proposed Amount of Insurance: $1.00
      The estate or interest to be insured: Fee Simple
3. The estate or interest in the Land at the Commitment Date is: Fee Simple.
4. The Title is, at the Commitment Date, vested in:

   Philip A. Tidd and Linda A. Tidd

5. The Land is described as follows:

   See Exhibit A attached hereto

CHICAGO TITLE INSURANCE COMPANY

Lakes Area Title Services, LLC
Authorized Agent

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   a. Warranty Deed from Philip A. Tidd and Linda A. Tidd, married to each other to Purchaser with a contractual right under a purchase agreement with the vested owner identified at Item 4 below.

5. **This commitment has been prepared for information purposes only and is not intended as a commitment to issue the title insurance policy or policies shown in Schedule A**

6. NOTE: The following must accompany the deed for filing:
   A.) A Certificate of Real Estate Value containing the social security number or the federal tax identification number of each of the grantors and grantees. All grantors and grantees must have obtained a social security number or a federal tax identification number prior to closing. Not deed can be recorded without a fully completed Certificate of Real Estate Value.
   B.) One of the following statements must be made within the deed:
   1. The Seller certifies that the Seller does not know of any wells on the described real property.
   2. A well disclosure certificate accompanies the document.
   3. I am familiar with the property described in the instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

7. Affidavit regarding Seller must be provided for our review.

8. Septic Certification may be required to be obtained AND submitted for recording with the transfer deed if the subject property is located in one of the following counties: Anoka, Benton, Cass, Carver, Chisago, Kandiyohi, Isanti, McLeod, Meeker, Mille Lacs, Morrison, Renville, Sherburne, Sibley, Stearns, Todd and Wright. Confirm with the County whether a Compliance Certificate or Sewage Discloser/Property Transfer Septic System form is required. Failure to obtain prior to closing may delay closing and recording of documents. Check with applicable county to determine if this is required. Lakes Are Title Assumes no responsibility for obtaining any required inspections or forms.

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AMERICAN LAND TITLE ASSOCIATION

9. PLEASE NOTE: Lakes Area Title requires an Examiner approval and possible further requirements and/or exceptions if the buyer, lender or seller will be utilizing Remote Online Notary services.

10. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractor, labor and materialmen are all paid; and have released of record all liens or notice of intent to perfect a lien for labor and material.

11. If the transaction is closed by Chicago Title Insurance Company or its agents, the Social Security number of Seller or Federal ID number of seller entities and forwarding address must be provided at or prior to closing to comply with the Tax Reform Act of 1986 and the 1099S Form executed at closing unless the Seller is a corporation or a governmental unit.

12. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

13. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the land. A Loan Policy Amount(s) will be revised, and premiums charged consistent herewith when the final amounts are approved.

14. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

15. NOTE: The Company reserves the right to make additional requirements and/or exceptions upon review of the documents and instructions pertaining to the transaction and upon review of the facts and circumstances giving rise to the transaction including, but not limited to, disclosure of the interested parties including purchasing and lending entities and upon examination of those items or instruments tendered in response to requirements set forth herein, and the Company, upon such examination and review, reserves the right, in its sole discretion, to amend, modify, delete or supplement the terms and provisions set forth in this commitment.

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4884-26

NOTE:

This form does not cover utility bills against the subject property not shown on tax or assessment records.

Chain of title for the last 24 months for the insured property as disclosed by the records of the office of the County Recorder.

BEING the same premises which Philip A. Tidd and Linda A. Tidd, married to each other, by Quit Claim Deed recorded December 12, 2025, in the Office of the Recorder of Deeds in and for the County of Crow Wing in Document Number 1018236, granted and conveyed unto Philip A. Tidd and Linda A. Tidd, as joint tenants.

BEING the same land and premises that Philip A. Tidd and Linda A. Tidd, married to each other grantor owners in Transfer on Death Deed recorded on November 15, 2024, Office of the Recorder of Deeds in and for County of Crow Wing, as Document No. 1003471, did grant and convey unto Shannon C. Wilczek effective on the death of the last of the Grantor Owners to die.

BEING the same premises which Doris Fraser and Leo H. Fraser, as Trustee of The Doris Fraser Revocable Trust Agreement dated November 15, 1994, by Trustee's Deed dated April 2, 2015, and recorded April 2, 2015, in the Office of the Recorder of Deeds in and for the County of Crow Wing in Document Number 857468, granted and conveyed unto Philip A. Tidd and Linda A. Tidd, husband and wife, as joint tenants.

This is provided as an informational note only and will not appear on any policy issued.

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AMERICAN LAND TITLE ASSOCIATION

4884-26

CHICAGO TITLE INSURANCE COMPANY®

SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Rights or claims of parties in possession not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Easements, or claims of easements, not shown by the Public Records.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

6. Taxes or special assessments which are not shown as existing liens by the Public Records.

7. Real estate taxes for 2026 due and payable in the year 2026 in the amount of $378.00, have been paid in full.
   Base Tax: $378.00
   Property Tax Identified No. 77060515

8. Any levied or pending special assessments now of records.

9. Perpetual Highway and Utility Right-of-Way Easement for Fawn Lake Road dated April 2, 2007, Filed May 15, 2007, in Document No. 729600.

10. Easement Agreement dated May 8, 2008, filed July 7, 2008, in Document No. 750335.

11. Easement Agreement dated May 13, 2009, filed June 2, 2009, in Document No. 764859.

12. Declaration of Covenants, Conditions, and Restrictions filed December 12, 2025 in Document No. 1018237.

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AMERICAN LAND TITLE ASSOCIATION

13. 66 foot easement as more fully described in Quit Claim Deed filed December 12, 2025, in Document No. 1018236

14. 66 foot easement in unrecorded Quit Claim Deed dated XX, 2026 to be filed as Document No. XXXXXX.

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AMERICAN LAND TITLE ASSOCIATION

4884-26

CHICAGO TITLE INSURANCE COMPANY®

EXHIBIT A

The Land is described as follows:

Remnant-(TRACT C)

That part of the Northeast Quarter of the Northwest Quarter lying West of the East 660.00 feet. Section 6 Township 136 North Range 27 West Crow Wing County, Minnesota more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 6 Township 136 North Range 27 West; thence North 89 degrees 47 minutes 09 seconds East, assumed bearing along the North line of said Section 6 a distance of 1548.23, to the monumented southeast corner of Section 31 Township 137 North Range 27 West; thence North 89 degrees 57 minutes 57 seconds East 101.28 feet, to the point of beginning of the tract to be described; thence continuing North 89 degrees 57 minutes 57 seconds East 195.01 feet, to the northwest corner of the East 660.00 feet of said ; Northeast Quarter of the Northwest Quarter; thence South 00 degrees 38 minutes 06 seconds East, along the West line of said East 660.00 feet of the Northeast Quarter of the Northwest Quarter 1370.60 feet to the southwest corner of said East 660.00 feet of said Northeast Quarter of the Northwest Quarter; thence South 87 degrees 15 minutes 17 seconds West along South line of said Northeast Quarter of the Northwest Quarter 658.59 feet, to the southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 00 degrees 29 minutes 51 seconds West along the West line of said Northeast Quarter of the Northwest Quarter 1117.59 feet, to the easterly extension of the South line of the North 283.00 of the Northwest Quarter of the Northwest Quarter ; thence North 89 degrees 47 minutes 09 seconds East 460.47 feet; thence North 00 degrees 38 minutes 06 seconds West 282.69 feet, to the point of beginning.

Property is Abstract.

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY,ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT **THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.**

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABSTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

LAKES AREA TITLE SERVICES, LLC
PRIVACY NOTICE

Lakes Area Title Services, LLC respects and is committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

As part of the closing transaction, we may collect and/or have access to the following personal information from you:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.* Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.* loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you on closing documents, applications or other forms;
- information about your transaction(s) with Lakes Area Title Services, LLC; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Lakes Area Title Services, LLC uses Personal Information to provide products and services to you or in connection with a transaction involving you.

We may make disclosures of your Personal Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of Lakes Area Title Services, LLC, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information and any other information, in connection with the sale or other disposition of all or part of the Lakes Area Title Services, LLC business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

We maintain physical, electronic, and procedural safeguards to guard your Personal Information. We limit access to nonpublic personal information about you to employees who need to know that information to do their job. When we provide Personal Information to others as discussed in this Privacy Notice, we expect that they process such information in compliance with our Privacy Notice and in compliance with applicable privacy laws.

By submitting Personal Information to Lakes Area Title Services, LLC, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. Each time you provide information to us following any amendment of this Privacy Notice, your provision of information to us will signify your assent to and acceptance of the terms of the revised Privacy Notice for all previously collected information and information collected from you in the future. We may use comments, information or feedback that you submit to us in any manner that we may choose without notice or compensation to you.

If you have questions, please contact us via email at info@lakesareatitle, or by phone at (218) 692-1473, or by mail to:

Lakes Area Title Services, LLC
P.O. Box 162
Crosslake, Minnesota 56442

Land Design Solutions

Complete Land Consultation Services

M E M O R A N D UM

TO:	Mr. Chris Pence Crow Wing County Environmental Services Manager
FROM:	Kevin McCormick Project Manager/Owner Land Design Solutions LLC
DATE:	August 04, 2026
RE:	**Roadway Inspection Oak Ridge Terrace Way**

Upon the completion of the constructed drive of Oak Ridge Terrace Way, I have compiled the following observations. These observations comply with the Crow Wing County Highway Department Policies "Typical Road Cross Section Diagram" (see attached).

- **Roadway Width:**
  a) The driving survey area meets the 22-foot width requirement
  b) Shoulder areas meets the 1-foot width requirement,
  c) Providing a total road construction width of 24 feet.

- **Aggregate Base:**
  a) The roadway was found to have 5 to 9 inches of compacted Class V aggregate (typical minimum required is 3 inches).

- **Cul-de-sac:**
  a) The driving surface was found to be 100 feet in diameter (meeting the 50-foot radius required as shown on the Cross Section Diagram).
  b) The right-of-way is platted to 66 feet (exceeding the 65-foot radius required).

- **Ditching:**
  All ditching was completed per the diagram and is suitable for final Seeding and stabilization.

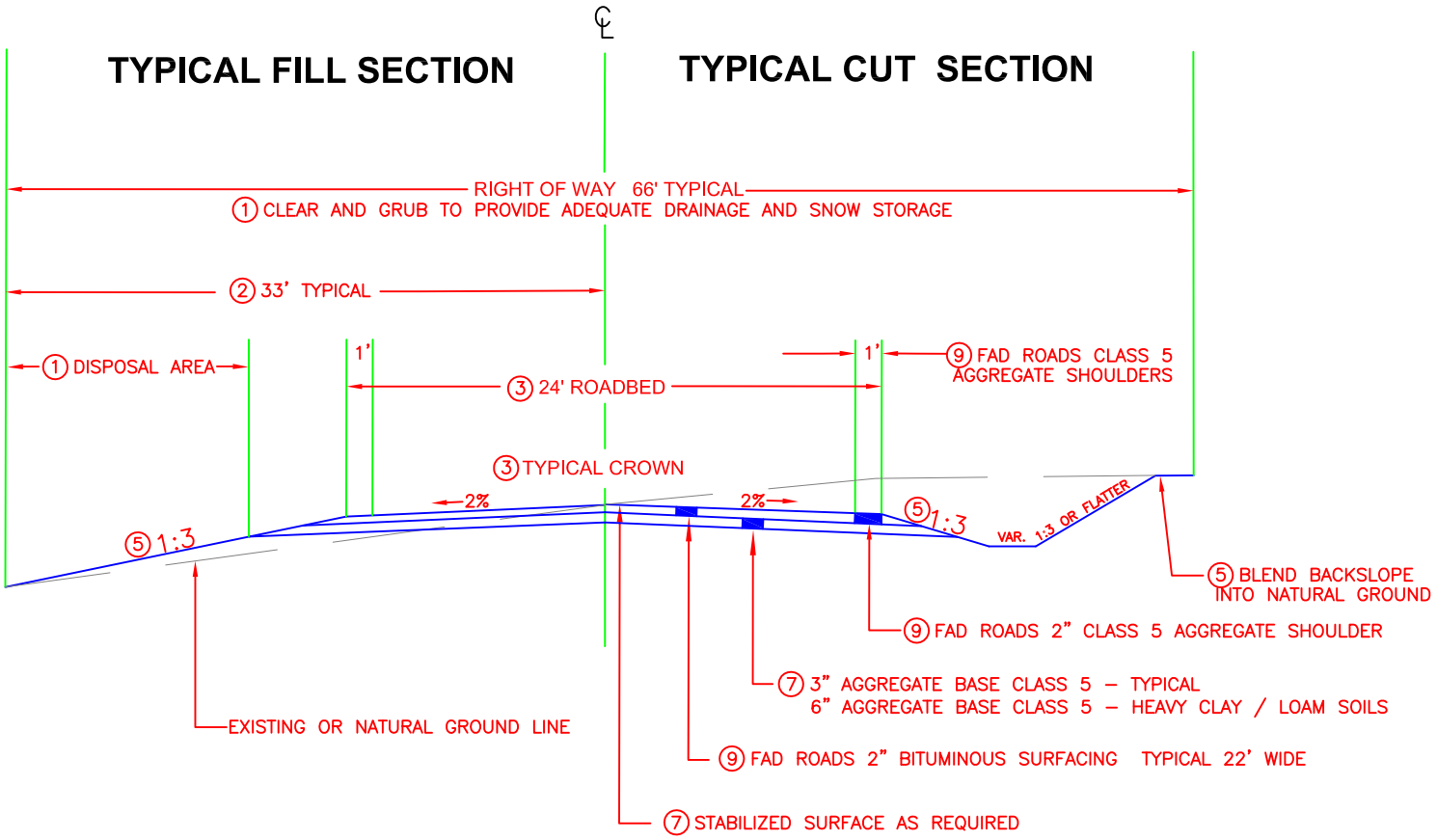
CONCLUSION.

The private roadway of Oak Ridge Terrace Way was found to be constructed to the requirements of the Crow Wing County road policies

Respectfully submitted,

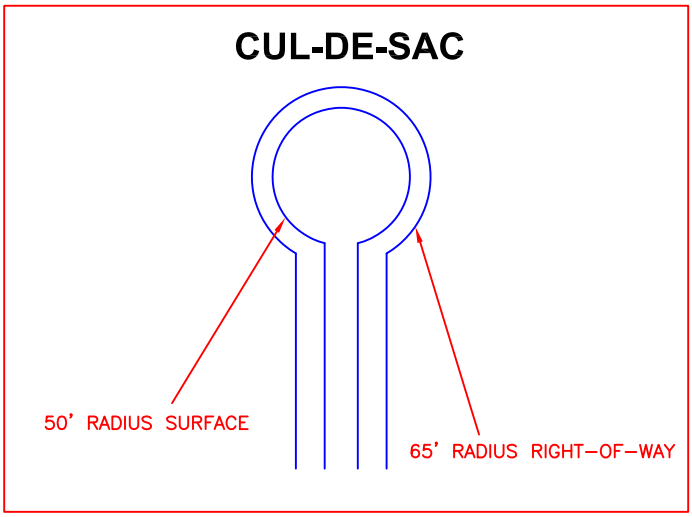
Land Design Solutions LLC.

Kevin T McCormick Project Manager
Professional Land Surveyor North Dakota/Wisconsin
Direct 218.820.0854
E-mail kevin@landdesignsolution.net



TYPICAL ROADWAY CROSS-SECTION
CROW WING COUNTY HIGHWAY DEPARTMENT

NOTE: THIS CROSS–SECTION REFERS TO THE "ROAD CONSTRUCTION SPECIFICATIONS" ON FILE AS ADOPTED BY THE CROW WING COUNTY BOARD ON 6/10/2014. THE CIRCLED NUMBERS REFER TO THE SPECIFICATION PARAGRAPH NUMBERS.



Stacy Westhoff

Subject: RE: Oak Ridge Terrace-Oak Terrace Way

From: Jon Auge <missionsupjon@gmail.com>
Sent: Monday, August 17, 2026 9:18 AM
To: Chris Pence <Chris.Pence@crowwing.gov>
Cc: Kevin@landdesignsolution.net; Mission Township <missionclerk@gmail.com>
Subject: Oak Ridge Terrace-Oak Terrace Way

Hi Chris,

Regarding the final plat of Oak Ridge Terrace pending approval by the County Board, which includes the public road dedicated as Oak Terrace Way, please see the background and approval status below.

Background:

- April 13, 2026: The Mission Town Board approved the preliminary plat for Oak Ridge Terrace. At that time, Oak Terrace Way was represented as an easement with Outlot A.
- August 3, 2026: At your request, Kevin McCormick with Land Design Solutions notified Mission Township that Oak Terrace Way had been constructed, would be dedicated to the public, and requested township approval for the roadway.
- August 5, 2026: Bryan Drown of Bolton & Menk (Town Engineer) inspected Oak Terrace Way for compliance with Mission Township's Road Standards (Adopted April 10, 2023) and identified several deficiencies, which were communicated to Kevin McCormick.
- August 10, 2026: At Kevin's request, a site review was conducted with Bryan Drown, Kevin McCormick, Phil Tidd (property owner), and myself. We identified the following deficiencies requiring correction to conform with the town's standards:
  - Ditch the west side of the road from just past the private entrance drive to the curve, leaving the east side as constructed.
  - Remove the culvert and re-ditch that area on both sides to ensure proper water runoff flow, particularly given the higher road crown at this point.
  - Expand the cul-de-sac on the west and north to the proper size, and re-ditch the west and north sides for proper water runoff. It was noted there will be two lots off the cul-de-sac.
- August 14, 2026: Kevin McCormick sent an email indicating the required changes were completed and requesting town approval.
- August 17, 2026: I inspected the road and noted the required changes were completed.

Approval:

- Based on our review, Oak Terrace Way substantially conforms with Mission Township's Road Standards, with the exception of bituminous paving, which is waived at this time. It should be noted there is a private drive connecting Oak Terrace Way with CSAH 103 (Fawn Lake Road).
- There has been no request to accept Oak Terrace Way as a township road, and our approval of the road construction does not imply acceptance as a town road.

- Should there be a future request to accept Oak Terrace Way as a town road, it will be the decision of the Town Board at that point in time, based on the Road Standards in place at the time of the request.

My thanks to Kevin McCormick and Mr. Tidd for their cooperation and prompt attention to the matter. Should you have any questions or concerns, please let me know. Regards,

Jon Auge, Supervisor-Board Chair
Cell: 651-335-6555 - Email: missionsupjon@gmail.com

Mission Township, MN
'A QUIET PLACE TO BE'

Crow Wing County Land Services
Final Plat Application

Crow Wing County Land Services Department • 322 Laurel Street Brainerd, MN 56401 • 218-824-1010 • landservices@crowwing.gov

Applicant Name: Kevin McCormick Date application submitted: 07-21-2026
Parcel Number(s): 59180609 59180604 59180606
Mailing Address: P.O. Box 517
City: Deerwood Zip: 56444-0517

Property Owner Information:

Owner Name: SPALJ, LUKE T REV TRST DATED 3/1/02
Physical Address:
City: Zip:
Township: DEERWOOD TOWNSHIP Zoning: RR-2.5 Deeded Acres: 11.77 Riparian: No
Lake/River Name:

Required Items:

Is a preliminary plat on file?: Yes

Are you submitting preliminary plat & final plat together?: No

Is final plat within 1st Assessment?: No

If yes, are you submitting engineered construction plans for any roads, stormwater and/or other improvements required or proposed?: No

Are all conditions provided by the planning commission for the preliminary plat completed?: Yes

Have monuments been set?: Yes

If no, when will they be?:

Title commitment uploaded in application?: Yes

APPLICANT FINDINGS OF FACT - PLAT

Name of Applicant: Tidd PID: 77060515

FINDINGS OF FACT:

Does the proposed plat conform to the County's Comprehensive Plan?

- Yes

Is the proposal consistent with the existing County Subdivision Ordinance? Specify applicable sections of the Ordinance.

- Yes

Are there any other standards, rules or requirements that this plat must meet? Specify other required standards.

- Declaration of Easement Use

Is the proposed plat compatible with the present land uses in the area of the proposal? Zoning District:

- Yes

Does the plat conform to all applicable performance standards in Article 9 of the Subdivision Ordinance?

- Yes

How are the potential environmental impacts being resolved? (Does the plat meet County Standards?)

- Grading and Storm Water Plan submitted with the Prelimanry Plat roadway construction completed

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

- Yes

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, August 25, 2026

Sheriff	Tina Elder
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 365Labs Update

PREVIOUS ACTION:

COMMENTS:
The Sheriff's Office and each of our area police departments have been preparing for the adoption of the 365Labs software later this year. As a follow-up to previous commitments, each City Council has been asked to enter into the attached JPA. Eight of our nine partners have signed and have returned or are in the process of returning them for final execution. The agreements bind each city to key terms and conditions previously secured with the vendor. The Sheriff's Office will be on hand to discuss this as well as provide an overall project update to the board.

RECOMMENDED BOARD ACTION:
To authorize entering into a Joint Powers Agreement between Crow Wing County, Crow Wing County Sheriff's Office and each police department within Crow Wing County, for 365Labs computer-aided dispatching services (CAD) records management services (RMS) mobile systems and related services, effective August 1, 2026, through December 1, 2036, and the Chair and County Administrator are authorized to sign said agreement.

Approximate length of presentation: 10 minutes

LAW ENFORCEMENT DEPARTMENT OF
CITY OF BREEZY POINT AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Breezy Point Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

   1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

   1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

   2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Brian Sandell

Or emailed: brian@cityofbreezypointmn.us

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Breezy Point and Breezy Point Police Department/Authorized Representatives:

	8/4/26
	Date
	8-4-26
	Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

	Date
	Date

Exhibit A

Breezy Point PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$24,235
	2027	$24,235
	2028	$24,235
	2029	$24,962
	2030	$25,711

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

incurred annually and should be anticipated.

Power BI (2 Licenses)

Reported staffing	7 Licensed Staff
	7 Mobiles
	8 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

	Type	Qty	Cost	Breezy Qty	Breezy Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	7	2,450
GISMO CAD Mobile (handheld)	User	164	$180	7	1,260
NCIC					
NCIC for MDT/PC	User	164	$120	7	840
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	7	3,465
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	1	1,584
GIZMO Fleet - Mobile App	Agency	10	$0	-	0
3rd Party AVL Connect	Device	122	$120	7	840
3rd Party AVL	Agency	10	$3,000	1	3000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
State Crash Interface - Main	Agency	1	$6,000	-	-
State Crash Interface - Addtl	Agency	9	$1,200	1	1,200
RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	8	5,200
Personnel	User	269	$120	8	960
Records Room&NIBRS Main	Agency	1	$9,000	-	-
Records Room&NIBRS Addtl	Agency	9	$3,600	1	3600
Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3600

Forms App	Agency	3	$24,000		
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	-	2,970
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	48,469
Less 50% (First in state shared)	24,235
Final Total	**24,235**

LAW ENFORCEMENT DEPARTMENT OF
CITY OF BRAINERD AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Brainerd Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

   1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

   1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder.

2. **Agreement Between Parties**

   2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. **Payment**

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Tony Runde

Or emailed: tony.runde@ci.brainerd.mn.us

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Brainerd and Brainerd Police Department/Authorized Representatives:

7/21/2026
Date

TONY RUNDE
POLICE CHIEF

7/21/2026
Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

Date

Date

Exhibit A

Brainerd PD

Estimated expense tied to 365Labs SaaS
Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$53,800
	2027	$53,800
	2028	$53,800
	2029	$55,414
	2030	$57,076

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

In some cases, additional licensing costs (not included above) may also be incurred annually and should be anticipated.

Power BI (2 Licenses)

Reported staffing	31 Licensed Staff
	18 Mobiles
	37 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

	Type	Qty	Cost	Brainerd Qty	Brainerd Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	31	10,850
GISMO CAD Mobile (handheld)	User	164	$180	31	5,580
NCIC					
NCIC for MDT/PC	User	164	$120	31	3,720
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	31	15,345
Citation Control - Main	Agency	1	$6,000	-	-
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eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
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3rd Party AVL Connect	Device	122	$120	18	2,160
3rd Party AVL	Agency	10	$3,000	1	3,000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
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State Crash Interface - Main	Agency	1	$6,000	-	-
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Personnel	User	269	$120	37	4,440
Records Room&NIBRS Main	Agency	1	$9,000	-	-
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Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
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Forms App	Agency	3	$24,000	1	8,000
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Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
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JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	1	2,970
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
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Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	107,599
Less 50% (First in state shared)	53,800
Final Total	**53,800**

LAW ENFORCEMENT DEPARTMENT OF
CITY OF CROSBY AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Crosby Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

    1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

    1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

    2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Mike VanHorn

Or emailed: mike.vanhorn@cityofcrosby.com

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Exhibit A

Crosby PD

Estimated expense tied to 365Labs SaaS
Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$23,993
	2027	$23,993
	2028	$23,993
	2029	$24,713
	2030	$25,454

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

Reported staffing	**9 Licensed Staff**
	9 Mobiles
	10 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense
Estimated
as of July 1, 2026

	Type	Qty	Cost	Crosby Qty	Crosby Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	9	3,150
GISMO CAD Mobile (handheld)	User	164	$180	9	1,620
NCIC					
NCIC for MDT/PC	User	164	$120	9	1,080
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	9	4,455
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	-	-
GIZMO Fleet - Mobile App	Agency	10	$0	-	-
3rd Party AVL Connect	Device	122	$120	9	1,080
3rd Party AVL	Agency	10	$3,000	1	3,000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
State Crash Interface - Main	Agency	1	$6,000	-	-
State Crash Interface - Addtl	Agency	9	$1,200	1	1,200
RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	10	6,500
Personnel	User	269	$120	10	1,200
Records Room&NIBRS Main	Agency	1	$9,000	-	-
Records Room&NIBRS Addtl	Agency	9	$3,600	1	3600
Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3600

Forms App	Agency	3	$24,000		
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	-	-
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-
			Total		47,985
			Less 50% (First in state shared)		23,993
			Final Total		**23,993**

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Crosby and Crosby Police Department/Authorized Representatives:

_____ 7/27/26
Date

_____ 7/27/26
Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

_____ _____
Date

_____ _____
Date

LAW ENFORCEMENT DEPARTMENT OF
CITY OF CROSSLAKE AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Crosslake Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

   1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

   1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

   2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Jake Maier

Or emailed: jmaier@cityofcrosslake.org

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

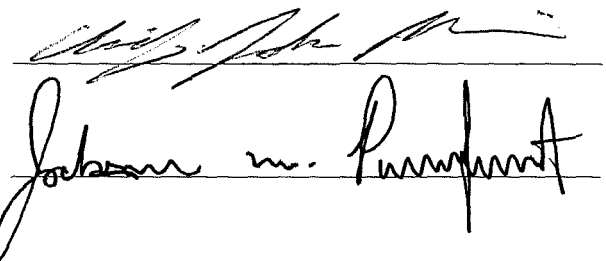
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11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Crosslake and Crosslake Police Department/Authorized Representatives:



7-13-26
Date

7-13-26
Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

_____ _____
Date

_____ _____
Date

Exhibit A

Crosslake PD

Estimated expense tied to 365Labs SaaS

Updated July 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$22,915
	2027	$22,915
	2028	$22,915
	2029	$23,602
	2030	$24,310

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

Reported staffing	8 Licensed Staff
	7 Mobiles
	9 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense
Estimated
as of July 13, 2026

	Type	Qty	Cost	Crosslake Qty	Crosslake Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	8	2,800
GISMO CAD Mobile (handheld)	User	164	$180	8	1,440
NCIC					
NCIC for MDT/PC	User	164	$120	8	960
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	8	3,960
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	-	-
GIZMO Fleet - Mobile App	Agency	10	$0	-	-
3rd Party AVL Connect	Device	122	$120	7	840
3rd Party AVL	Agency	10	$3,000	1	3,000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
State Crash Interface - Main	Agency	1	$6,000	-	-
State Crash Interface - Addtl	Agency	9	$1,200	1	1,200
RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	9	5,850
Personnel	User	269	$120	9	1,080
Records Room&NIBRS Main	Agency	1	$9,000	-	-
Records Room&NIBRS Addtl	Agency	9	$3,600	1	3600
Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3600

Forms App	Agency	3	$24,000		
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000

Civil

Civil	Agency	1	$36,000	-	-

Evidence Control

Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0

JMS

JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		

Analysis & BI

Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	-	-

Citizens Portal

Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300

Administration

Prosecutor

RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640

Public Safety Cloud

Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	45,830
Less 50% (First in state shared)	22,915
Final Total	**22,915**

LAW ENFORCEMENT DEPARTMENT OF
CITY OF CUYUNA AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Cuyuna Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Jesse Smith

Or emailed: jesse.smith@cuyunapd.org

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision 1a(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Cuyuna and Cuyuna Police Department/Authorized Representatives:

Lloyd Bur Mayor 7-14-26

Date

Chief of Police 7-15-26

Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

_____

Date

_____

Date

Exhibit A

Cuyuna PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$23,128
	2027	$23,128
	2028	$23,128
	2029	$23,822
	2030	$24,537

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

Reported staffing	9 Licensed Staff
	1 Mobiles
	9 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense
Estimated
as of July 1, 2026

	Type	Qty	Cost	Cuyuna Qty	Cuyuna Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	9	3,150
GISMO CAD Mobile (handheld)	User	164	$180	9	1,620
NCIC					
NCIC for MDT/PC	User	164	$120	9	1,080
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	9	4,455
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	-	-
GIZMO Fleet - Mobile App	Agency	10	$0	-	-
3rd Party AVL Connect	Device	122	$120	1	120
3rd Party AVL	Agency	10	$3,000	1	3000
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Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
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RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	9	5,850
Personnel	User	269	$120	9	1,080
Records Room&NIBRS Main	Agency	1	$9,000	-	-
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Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3600

Forms App	Agency	3	$24,000		
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
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GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
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Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	46,255
Less 50% (First in state shared)	23,128
Final Total	**23,128**

LAW ENFORCEMENT DEPARTMENT OF CITY OF NISSWA AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Nisswa Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Todd Szymanski

Or emailed: todd@cityofnisswa.gov

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Nisswa and Nisswa Police Department/Authorized Representatives:

Maggi Wenker — 7/22/2026
Date

7/22/2026
Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

_____ _____
Date

_____ _____
Date

Exhibit A

Nisswa PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$20,940
	2027	$20,940
	2028	$20,940
	2029	$21,568
	2030	$22,215

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

Reported staffing	6 Licensed Staff
	6 Mobiles
	7 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

	Type	Qty	Cost	Nisswa Qty	Nisswa Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	6	2,100
GISMO CAD Mobile (handheld)	User	164	$180	6	1,080
NCIC					
NCIC for MDT/PC	User	164	$120	6	720
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	6	2,970
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	-	-
GIZMO Fleet - Mobile App	Agency	10	$0	-	-
3rd Party AVL Connect	Device	122	$120	6	720
3rd Party AVL	Agency	10	$3,000	1	3,000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
State Crash Interface - Main	Agency	1	$6,000	-	-
State Crash Interface - Addtl	Agency	9	$1,200	1	1,200
RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	7	4,550
Personnel	User	269	$120	7	840
Records Room&NIBRS Main	Agency	1	$9,000	-	-
Records Room&NIBRS Addtl	Agency	9	$3,600	1	3600
Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3600

Forms App	Agency	3	$24,000		
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	-	-
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	41,880
Less 50% (First in state shared)	20,940
Final Total	**20,940**

LAW ENFORCEMENT DEPARTMENT OF
CITY OF PEQUOT LAKES AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Pequot Lakes Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. Term of Agreement

1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. Agreement Between Parties

2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Mike Davis

Or emailed: mdavis@pequotlakes-mn.gov

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

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Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Pequot Lakes and Pequot Lakes Police Department/Authorized Representatives:

7/6/2026 Mayor
Date

7/6/26 City Clerk
Date

7/6/26 Chief

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

Date

Date

Exhibit A

Pequot PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$21,958
	2027	$21,958
	2028	$21,958
	2029	$22,617
	2030	$23,296

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

Reported staffing	7 Licensed Staff
	7 Mobiles
	8 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

	Type	Qty	Cost	Pequot Qty	Pequot Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	7	2,450
GISMO CAD Mobile (handheld)	User	164	$180	7	1,260
NCIC					
NCIC for MDT/PC	User	164	$120	7	840
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	7	3,465
Citation Control - Main	Agency	1	$6,000	-	-
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GIZMO Fleet - Mobile App	Agency	10	$0	-	-
3rd Party AVL Connect	Device	122	$120	7	840
3rd Party AVL	Agency	10	$3,000	1	3000
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Add-on to RMS Main	Agency	1	$12,000	-	-
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State Crash Interface - Main	Agency	1	$6,000	-	-
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RMS Incident/Field Reporting,Arrests	User	186	$650	8	5,200
Personnel	User	269	$120	8	960
Records Room&NIBRS Main	Agency	1	$9,000	-	-
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Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
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RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	-	-
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	43,915
Less 50% (First in state shared)	21,958
Final Total	**21,958**

LAW ENFORCEMENT DEPARTMENT OF
CITY OF BAXTER AND THE COUNTY OF CROW WING

JOINT POWERS AGREEMENT
Records Management System (RMS) System
Computer Aided Dispatching (CAD) System
Mobile System

This Joint Powers Agreement (JPA) is between the Crow Wing County Sheriff's Office (County) and the Baxter Police Department (City).

Recitals

Pursuant to Minnesota State Statute 471.59. subd.10, this JPA outlines the understanding between the County and City (two or more local governments exercising power common to the contracting parties) to provision of CAD Computer Aided Dispatching Services, RMS Records Management Systems, Mobile Systems and related services between the parties to this agreement.

Agreement

NOW THEREFORE, County and City pursuant to the authority granted by Minnesota Statutes in order to accomplish the foregoing purposes, agree as follows:

1. **Term of Agreement**

   1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.

   1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. **Agreement Between Parties**

   2.1 The County will provide the following services to the City.

(a) A shared Computer Aided Dispatching and Mobile application (CAD/Mobile), ICR Records Management System (RMS) and Mobile Message Switch and frame relay connections for cellular digital packet data;
(b) All technical support for servers, equipment and frame relays at the records storage/message switch site (located at the Crow Wing County IT Department), and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;
(c) Initial training to City regarding CAD/Mobile, RMS and JMS applications;
(d) Maintenance and repairs of server components and hardware/software at the Crow Wing County site, and software of the City required to connect to the County's CAD/Mobile, RMS, and JMS applications;

2.2 The City will:

(a) provide for its respective department all required hardware, software, and equipment necessary for the City to connect to the County's CAD/Mobile, RMS and JMS applications. It is understood that the CAD/Mobile requires that the City mobiles be equipped with Global Positioning Systems (GPS) capabilities in order to be connected to County's CAD/Mobile application;
(b) provide training to City staff regarding use of CAD/Mobile, RMS and JMS applications and requirements of City staff as set forth in this agreement;
(c) provide all required computers located at their police department and in their squad cars;
(d) ensure that all computers used to access the system are consistently maintained in good working order, while adhering to all hardware/software standards set by the vendor;
(e) and abide by all BCA/FBI policies tied to Mobile Device management for all devices that will be given access to the RMS, CAD/Mobile system data.

2.3 The City agrees:

(a) that all technical support maintenance agreements for all required computers located at their police department and in their squad cars are the responsibility of the City.

2.4 The parties agree that:

(a) All Data entered into the system by the City shall remain City data; County does not obtain any ownership interest in the City data except to the extent that County is obligated to keep this data intact and the system secure and to regularly backup the data for redundancy and disaster recovery purposes. As between the City and County the data is and shall remain the sole and exclusive property of the City. The City ensures the data submitted by the City for addresses and parcels are accurately reflected and, upon the City's

actual knowledge of any incorrect submission, will amend any incorrect addresses by following appropriate process with County.

(b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.

(c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

Beginning in 2026, the City will be billed by the County for the use of CAD, RMS, and Mobile Systems in the manner outlined below. Said user fee will be used to offset maintenance fees associated with continued operation of the County's current CAD, RMS, Mobile system, as well as the roll out of the new 365 Labs system.

User Fees:
The City will bear all costs related to the installation of new licenses including but not limited to the cost of any ancillary equipment and/or software needed to support those licenses. Such costs will be determined based on actual pricing at time of request.

Annual maintenance fees -

3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.

3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.

3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.

3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

3.5 The parties agree and understand that reasonable expenses to upgrade and manage the County's CAD/Mobile, RMS, and JMS applications will be reflected in user fees. To that end, user fees may need to be adjusted. It is understood that any changes in the fees will be communicated by May 1st for the following calendar year in order to allow the City the opportunity to address the increases in their budgets for the coming year. Future increases will be determined by increasing the cost to the City by the same percentage (%) increase as assessed by 365 Labs to the County.

4. Authorized Representatives; Notices

4.1 The City's Authorized Representative is its Police Chief or his/her successor.

4.2 The County's Authorized Representative shall be its Sheriff or his/her successor.

4.3 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and hand delivered, sent by registered or certified mail, return-receipt requested, postage prepaid, by email with "read-receipt" enabled, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party. As of the Effective Date, the Parties' representatives for notification for all purposes are:

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Matt Maier

Or emailed: MMaier@baxtermn.gov

(c) The parties shall give notice to one another in the event they desire to change its representative as under this Section 4.3.

5. Assignment, Amendments, Waiver and Contract Complete

5.1 Assignment. Neither the City nor the County may assign or transfer any rights or obligations under this Agreement without the prior written consent of all parties hereto. Any approved assignment must be set forth in a fully executed Assignment Agreement attached to this Agreement approved by the same parties who executed

and approved this Agreement. Should any party not consent to an assignment that party may terminate its involvement with this Agreement.

5.2 Amendments. Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by each party's Authorized Representative.

5.3 Waiver. If any party fails to enforce any provision of this Agreement that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement, plus attachment A and B contain the entire agreement by and between City and County and supersedes all oral agreements and negotiations of the parties relating as well as any previous contracts/agreements presently in effect between the parties relating to the subject matter hereof. Duly adopted amendments to this Agreement, will be written, signed by the parties, and attached to each copy of the original Agreement.

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision la(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

The County and City must comply with the Minnesota government Data Practices Act, Minnesota State Statute Chapter 13, as it applies to all data provided to the City and submitted to the County under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the County and the City under the Agreement. The civil remedies of Minnesota State Statute 13.08 apply to the release of the data referred to in this clause by either the County or the City.

It is mutually agreed that both the County and City will endeavor to refer all requests for the release of any information and/or data to the originator of said information or data. All

information and data provided by the City may be used by the Con for statistical purposes and/or reporting. The statistics and reports may be shared with other law enforcement departments as allowed by law. The original information and data may be shared by the originating department with other law enforcement agencies to assist in active investigations.

8. Breaches

All parties to this agreement agree they will not knowingly or negligently allow its employees, agents or independent contractors to copy, sell, disclose or otherwise make the law enforcement data available to anyone who is not authorized to have access to such data. Each party agrees to notify the other within a reasonable time in writing if it becomes aware of any unauthorized data access by its employees, agents or independent contractors. The parties hereto further agree to guard against unauthorized disclosure by its own employees, agents or independent contractors by taking appropriate security measures including, but not limited to, providing physical security measures and taking all steps necessary to protect information, data or other tangible or intangible property of its own that the parties regard as confidential or nonpublic. All parties agree to comply with all U.S. Department of Justice CJIS Security Policies and the Minnesota Bureau of Criminal Apprehension CJDN Rules.

9. Venue

Venue for any and all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Crow Wing County, Minnesota unless and until a change of venue is ordered by Crow Wing County District Court.

10. Termination

10.1 City acknowledges that County is providing up front funding/resource allocation for the implementation of the 365 Labs System Project, including prepaying for a portion of the original term in order to keep ongoing costs down for the parties. City further acknowledges that County has entered into a long-term contract with 365 Labs which commits County to financial exposure for the entire initial term of the contract with 365 Labs and any renewal terms thereafter. In recognition of this, City agrees to be bound by the initial term of this agreement, and any renewal terms thereof, without the ability to terminate the same except as provided in Section 10.2 of this Agreement.

10.2 Termination for Cause. Either party will have the right to terminate this agreement for cause at any time, upon written notice, in the event of (i) any material breach of this Agreement by the other party, subject to thirty (30) days prior written notice and opportunity to cure such breach; or (ii) the other party's dissolution, distribution of a substantial portion of its assets, or cessation of all or substantially all

of its normal business affairs.

10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.

10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.

10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination

11. Miscellaneous

11.1 The City acknowledges that once 365 Labs goes live the County is locked into all user licenses and services as of the Go Live Date and unable to reduce the same. Consequently, the City agrees that it is committed to the number of Licenses/Services it has selected as of the Go Live Date for the entirety of the original term, and all renewal terms, of this agreement. The City will be allowed to increase the number of licenses or services (at the current 365 Labs rate) but it is not allowed to decrease the same.

Certification

Individuals certify that they have authorization to approve the JPA and funding as outlined. It is further agreed that this agreement shall stay in full force and effect, subject to the terms and conditions outlined above, until the City and County mutually agree to amend or revise said agreement in writing.

City of Baxter and Baxter Police Department/Authorized Representatives:

8-4-2024
Date

8-4-2024
Date

Crow Wing County and Crow Wing County Sheriff's Office/Authorized Representatives:

Date

Date

Exhibit A

Baxter PD

Estimated expense tied to 365Labs SaaS

Updated June 2026

*This is an **estimate only** based on our current understanding of agency needs*

Annual SaaS	2026	$38,170
	2027	$38,170
	2028	$38,170
	2029	$39,315
	2030	$40,494

The above projection assumes -

No change in reported staffing
No change in requested features
3% annual increase beginning in 2029

In some cases, additional licensing costs (not included above) may also be incurred annually and should be anticipated.

Power BI (2 Licenses)

Reported staffing	17 Licensed Staff
	13 Mobiles
	18 Total Staff

Exhibit B

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

	Type	Qty	Cost	Baxter Qty	Baxter Total
CAD					
365 CAD	Seat	3	$12,000	-	-
365 CAD Mobile	User	164	$350	17	5,950
GISMO CAD Mobile (handheld)	User	164	$180	17	3,060
NCIC					
NCIC for MDT/PC	User	164	$120	17	2,040
NCIC State Switch	Site	1	$9,000	-	-
CJIS Control	Site	1	$12,000	-	-
eCitation					
eCitation Laptop/Mobile	User	164	$495	17	8,415
Citation Control - Main	Agency	1	$6,000	-	-
Citation Control - Addtl	Agency	9	$1,980	1	1,980
eCitation Interface to State - Main	Agency	1	$8,000	-	-
eCitation Interface to State - Addtl	Agency	9	$2,400	1	2,400
AVL & Fleet Mgmt					
Fleet Mgmt - Main	Agency	1	$4,800	-	-
Fleet Mgmt - Addtl	Agency	9	$1,584	1	1,584
GIZMO Fleet - Mobile App	Agency	10	$0	-	0
3rd Party AVL Connect	Device	122	$120	13	1,560
3rd Party AVL	Agency	10	$3,000	1	3,000
Crash Reporting					
Add-on to RMS Main	Agency	1	$12,000	-	-
Add-on to RMS Addtl	Agency	9	$2,800	1	2,800
State Crash Interface - Main	Agency	1	$6,000	-	-
State Crash Interface - Addtl	Agency	9	$1,200	1	1,200
RMS					
RMS Incident/Field Reporting,Arrests	User	186	$650	18	11,700
Personnel	User	269	$120	18	2,160
Records Room&NIBRS Main	Agency	1	$9,000	-	-
Records Room&NIBRS Addtl	Agency	9	$3,600	1	3,600
Investigate (CM&Investigations) Main	Agency	1	$9,000	-	-
Investigate (CS&Investigations) Addtl	Agency	9	$3,600	1	3,600

Forms App	Agency	3	$24,000	1	8,000
RMS Interface - Electronic IBR Transmission to the state - Main	Agency	1	$10,000	-	-
RMS Interface - Electronic IBR Transmission to the state - Addtl	Agency	9	$3,000	1	3,000
Civil					
Civil	Agency	1	$36,000	-	-
Evidence Control					
Evidence Control - Main	Agency	1	$8,000	-	-
Evidence Control - Addtl	Agency	9	$2,640	1	2,640
GIZMO Mobile App (Included)	Agency	10	$0	-	0
JMS					
JMS Tier 1 Facility	Site	1	$78,000	-	-
Sentry (Mobile JMS App)	Agency	1	$18,000	-	-
Interface - LiveScan	Agency	1	$4,800	-	-
Interface- MN S3	Agency	1	$6,000	-	-
Interface - VINE	Agency	1	$6,000	-	-
Mugshot	Agency	1	$6,000	-	-
Interface - MRAP	Agency	1	$6,000		
Analysis & BI					
Analysis, Stats & BI - Main	Agency	1	$9,000	-	-
Analysis, Stats & BI - Addtl	Agency	3	$2,970	1	2,970
Citizens Portal					
Core -Main	Agency	1	$4,800	-	-
Core - Addtl	Agency	9	$1,440	1	1,440
Business Checks - Main	Agency	1	$1,000	-	-
Business Checks - Addtl	Agency	9	$300	1	300
Residential Checks - Main	Agency	1	$1,000	-	-
Residential Checks - Addtl	Agency	9	$300	1	300
Administration					
Prosecutor					
RMS Prosecutor - Main	Agency	1	$8,000		
RMS Prosecutor - Addtl	Agency	9	$2,640	1	2,640
Public Safety Cloud					
Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	$36,000	-	-

Total	76,339
Less 50% (First in state shared)	38,170
Final Total	**38,170**

SUMMARY OF COUNTY BOARD
CORRESPONDENCE FOR MEETING OF
AUGUST 25, 2026

1. Letter from Great River Energy – Notice of Availability for Pre-Application Coordination

GREAT RIVER ENERGY
12300 Elm Creed Blvd
Maple Grove, MN 55369

minnesota power
AN ALLETE COMPANY
30 W Superior St
Duluth, MN 55802

OTTER TAIL POWER COMPANY
215 S Cascade St
Fergus Falls, MN 56537

August 5, 2026

Re: Notice of Availability for Pre-Application Coordination
Minn. Stat. § 216I.05, subd. 5
In the Matter of the Application for a Route Permit for the Maple River—Cuyuna 345 kV Transmission Project. MPUC Docket No. E015/TL-25-110

Dear Tribal Nation, State, or Local Government Representative,

Minnesota Power, Great River Energy, and Otter Tail Power Company (the "Applicants") are writing to ensure you are aware of the proposed Maple River – Cuyuna 345 kilovolt ("kV") Transmission Project (also the "Project") and provide relevant contact information if you are interested in scheduling a coordination meeting or providing feedback on the Project prior to the submission of the Route Permit Application to the Minnesota Public Utilities Commission ("Commission"). The Applicants plan to submit the application to the Commission in accordance with Minn. Stat. 216I in 2026. This letter is provided in compliance with Minn. Stat. § 216I.05, subd. 5.

This invitation for coordination is provided in addition to previous invitations shared by the Applicants, including invitations to attend public open houses held throughout the Project Area in June and October of 2025 and March of 2026. The Applicants also previously provided you with a Project introduction letter in June of 2025. In addition, the Applicants mailed a formal Notice of Proposed Transmission Line Project in January of 2026 related to the Project's Certificate of Need Application (MPUC Docket No. E015/CN-25-209) that was filed with the Commission on January 30, 2026.

The Project involves constructing a new, approximately 170-mile-long, double circuit 345 kV transmission line, operated initially as a single transmission circuit, from Minnesota Power's Cuyuna Substation in Crow Wing County, Minnesota to Otter Tail Power Company's Maple River Substation in Cass County, North Dakota. In Minnesota, the Project is anticipated to be approximately 161 miles long. A map of the proposed Project is enclosed.

On December 12, 2024, the Midcontinent Independent System Operator, Inc. ("MISO"), a federally registered planning authority, approved its Long-Range Transmission Planning ("LRTP") Tranche 2.1 Portfolio of projects as part of MISO's 2024 Transmission Expansion Plan ("MTEP24"). The LRTP Tranche 2.1 Portfolio is made up of 24 projects, including Project No. 20, the Maple River – Cuyuna 345 kV Transmission Project. The Project, as part of the LRTP Tranche 2.1 Portfolio, is needed to: support the reliability of the regional transmission system, particularly in northwestern and central Minnesota and eastern North Dakota; provide additional transmission capacity and regional transfer capability to reliably integrate new renewable generation; meet growing electrical demand; enhance resiliency during extreme weather events; and enable cost-effective regional energy transfers supporting economic grid operations.

CROW WING COUNTY
AUG 07 2026
ADMIN OFFICE

Minn. Stat. § 216I.05, subd. 5 requires that no less than 30 days prior to filing a Route Permit Application with the Commission, the Applicants must provide local units of government, Minnesota Tribal Nation governments, and state technical resource agencies the opportunity to request a coordination meeting with the Applicants regarding the proposed Project. If you would like to request a meeting, please call 1-888-419-5670 or send an email to connect@MRCTransmissionProject.com.

We are happy to discuss any questions that you may have about the Project. Additional information about the Project can also be found on the Project's website: https://MRCTransmissionProject.com.

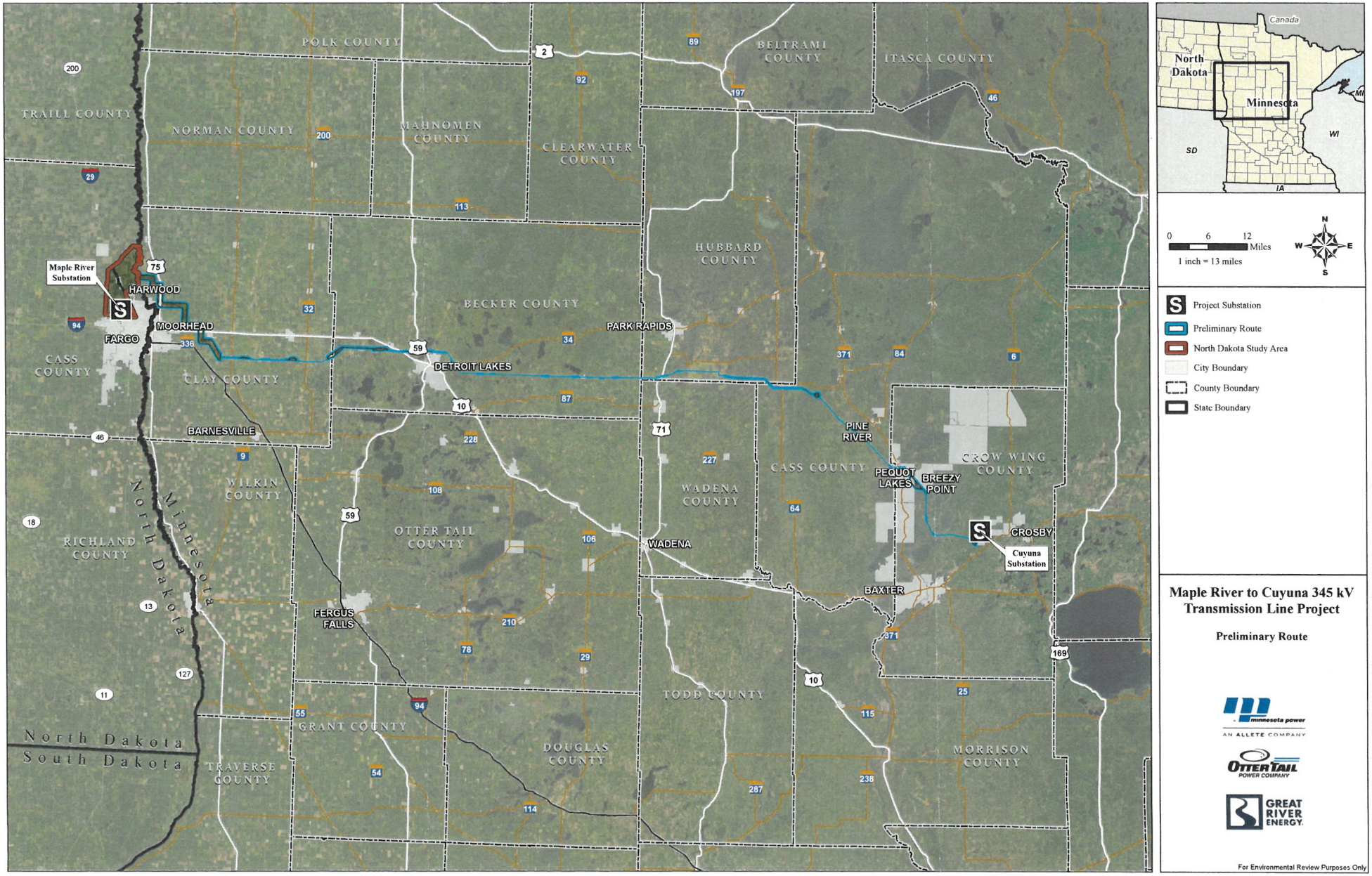
Sincerely,

/s/ Drew Janke
Drew Janke
Minnesota Power
Senior Environmental Compliance Specialist

/s/ Owen Henriksen
Owen Henriksen
Great River Energy
Transmission Strategy Specialist

/s/ Craig Steingaard
Craig Steingaard
Otter Tail Power Company
Senior Transmission Project Developer

Enclosures Preliminary Route Map


Maple River Substation
HARWOOD
FARGO
MOORHEAD
DETROIT LAKES
PARK RAPIDS
BARNESVILLE
FERGUS FALLS
WADENA
PINE RIVER
PEQUOT LAKES
BREEZY POINT
CROSBY
Cuyuna Substation
BAXTER
POLK COUNTY
NORMAN COUNTY
MAHNOMEN COUNTY
CLEARWATER COUNTY
BELTRAMI COUNTY
ITASCA COUNTY
TRAILL COUNTY
HUBBARD COUNTY
BECKER COUNTY
CASS COUNTY
CLAY COUNTY
WILKIN COUNTY
RICHLAND COUNTY
OTTER TAIL COUNTY
WADENA COUNTY
CROW WING COUNTY
GRANT COUNTY
DOUGLAS COUNTY
TODD COUNTY
MORRISON COUNTY
TRAVERSE COUNTY
North Dakota
South Dakota
Minnesota
Canada
SD
WI
IA
0 6 12 Miles
1 inch = 13 miles
N
S
E
W
Project Substation
Preliminary Route
North Dakota Study Area
City Boundary
County Boundary
State Boundary
Maple River to Cuyuna 345 kV Transmission Line Project
Preliminary Route
minnesota power
AN ALLETE COMPANY
OTTER TAIL POWER COMPANY
GREAT RIVER ENERGY
For Environmental Review Purposes Only