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

09/22/2026
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. 09/08/26 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. Destruction of Administrative Services Records
   5.4. Exempt Gambling Permit - Ducks Unlimited Paul Bunyan Chapter
   5.5. Donation to Mounted Patrol from Nisswa Lions Club
   5.6. Exempt Gambling Permit - Garrison Bay Lake Area Lions Club

5.7. Enter into a contract with Thelen Heating & Roofing, Inc. of Brainerd, Minnesota for the Crosslake Facility HVAC Replacement

5.8. Approve Setting Public Hearing Date for 2027 Harvest Plan

5.9. Matt & Amber Rausch Easement Request

5.10. Maple River to Cuyuna Right of Entry Agreement

5.11. Divestment of 59210512 to adjoining Landowners

5.12. Northland Reliability Project – Phase II Right of Way Easement

5.13. Minnesota Power 13L & 158L Rebuild Project

5.14. Axon Enterprise Inc. - Quote and Contract

5.15. Budget Amendment - Squad Unit 6813

5.16. Loan Agreement with the North Long Lake Sanitary Sewer District

6. **Community Services**

6.1. Resolution Declaring a Public Health Nuisance at 36116 Silver Peak Rd, Crosslake, MN 56442

7. **Land Services**

7.1. Adney Exchange Holding Co LLC – Adney Lake Conservancy – Final Plat

7.2. Great North Communications LLC – Rick Adams – Gobblers Storage Addition – Final Plat

8. **Veteran's Services**

8.1. Resolution Authorizing the Moving Veterans Forward Partnership with Veteran Valor Farm

9. **County Sheriff**

10. **County Attorney**

11. **County Administrator**

11.1. Senior Management Team Report

11.2. Reschedule Public Hearing for the Nelson Preserve Cartway

12. **2026 Preliminary Levy Resolution for Crow Wing County and Unorganized Territory**

12.1. 2027 Preliminary Levy Resolution for Crow Wing County and Unorganized Territory

13. **Additional Business**

14. **Adjournment**

County Board 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, September 22, 2026

Admin Services	Amber Berent
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 09/08/26 Regular County Board Meeting Minutes

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the minutes of the 08/25/26 Regular County Board Meeting.

Approximate length of presentation:

Crow Wing County
Board of Commissioners

Regular Meeting Minutes

09/08/2026
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, Steve Barrows, Rosemary Franzen, Jamie Lee

Also Present: County Administrator Deborah A. Erickson, Assistant County Attorney Stephanie Shook (remote), Administrative Coordinator Amber Berent

2. **Open Forum**

3. **Review and Approve Minutes**

3.1 08/25/26 Regular County Board Meeting Minutes

Approved the minutes of the August 25, 2026, regular County Board Meeting.

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

4. **Review and Approve Agenda**

Approved the agenda of the September 08, 2026, regular County Board meeting.

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

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, Steve Barrows, Rosemary Franzen, Jamie Lee

5.1 Bills

Approved the following expenditure listing for September 08, 2026, with the full listing available on file in the Office of the Administrative Services Director:

General Fund	450,964.39
Restricted & Committed Funds	162,024.22
Highway Fund	499,492.03
Community Services Fund	29,112.41
Solid Waste (Non-Landfill) Fund	80,668.84
Land Management Fund	5,380.93
Unorganized Territories Fund	47.46
Capital Projects Fund	156,464.40
Landfill Fund	35,636.16
State of Emergency	5,058.00
Opioid	14,400.00
	$1,439,248.84

5.2 Personnel Actions

Approved the Human Resource Report for Personnel Actions dated September 08, 2026, as on file.

5.3 Exempt Gambling Permit - Smiles for Jake

Approved the Minnesota Lawful Gambling Application for an Exempt Permit for Smiles for Jake to be held on the date of January 30, 2027, at the Brainerd International Raceway, Unorganized Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

5.4 MN State College and Universities Facilities Use Agreement - Gun Range

Authorized entering into a facilities use agreement between Crow Wing County, the Crow Wing County Sheriff's Office and the State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Central Lakes College for Central Lakes College's use of the Sheriff's Office's gun range facilities, effective January 1, 2026, through December 31, 2028, and the Chair and County Administrator are authorized to sign said grant contract, subject to review as to form and execution by the County Attorney.

5.5 Establish a portion of Bonnie Road as a Rural Residential District in the First Assessment District (FAD)

Approved Resolution **2026-54** (attached): Establish a portion of Bonnie Road as a Rural Residential District in the First Assessment District (FAD).

6. **Land Services**

6.1 Kendra & Jeffrey Jantzen – “Rabbit Lake Ridge” – Preliminary Plat

Approved the preliminary plat of “Rabbit Lake Ridge”, consisting of 15 lots.

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

6.2 Richard Zak – Land Use Map Amendment

Approved the application of Richard Zak for a land use map amendment for parcel number 76330514 from Agricultural/Forestry to Rural Residential 10, involving 40 acres, per recommendation of the PC/BOA, findings of fact discussed 8/20/2026, the application submitted and the staff report.

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

7. **County Sheriff**

8. **County Attorney**

9. **County Administrator**

9.1 Schedule a Public Hearing for discussion regarding the Nelson Preserve Cartway

Approved scheduling a Public Hearing for Tuesday, September 22, 2026, at 9:30 AM for discussion regarding the Nelson Preserve Cartway.

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

10. **Additional Business**

11. **Adjournment**

Adjourned the meeting at 9:16 AM.

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

_____
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: September 08, 2026 **Resolution: 2026-54**
OFFERED BY COMMISSIONERS: Lee and Koering
AYES: Koering, Lubke, Barrows, Franzen, Lee;

RESOLUTION ESTABLISHING A RURAL RESIDENTIAL DISTRICT ON BONNIE ROAD EAST OF COUNTY STATE AID HIGHWAY (CSAH) 3 IN THE FIRST ASSESSMENT DISTRICT (FAD)

WHEREAS, Bonnie Road is a town road in the FAD and is under jurisdiction of the Crow Wing County Board acting as the Town Board for the FAD, and

WHEREAS, Minnesota Statute 169.011 defines a Rural Residential District as a city street or town road that is built up with visible dwelling houses situated at intervals averaging 300 feet or less for a distance of a quarter mile or more, and

WHEREAS, the entire length of Bonnie Road east of CSAH 3 (0.72 miles) meets the definition of a Rural Residential District, and

WHEREAS, Minnesota Statute 169.14 allows for the creation of a 35-mph speed zone in a Rural Residential District if adopted by the road authority having jurisdiction over the roadway.

NOW, THEREFORE BE IT RESOLVED that the Crow Wing County Board of Commissioners, acting as the Town Board of the FAD, does hereby establish the entire length of Bonnie Road east of CSAH 3 as a Rural Residential District.

BE IT FURTHER RESOVLED that the Crow Wing County Board of Commissioners directs the County Engineer to proceed with establishing a 35-mph speed zone on Bonnie Road east of CSAH 3, including the installation of appropriate signage designating the aforementioned speed zone.

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 September 08, 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 22nd day of September 2026.

_____
DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 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 September 22, 2026, as on file.

Approximate length of presentation:

Human Resource Report
Personnel Actions
September 22, 2026

Replacement Staffing

Classification Title: Customer Service Specialist (2)
Department: Land Services
Reason for Vacancy: Departure of Pamela Dorion September 4, 2026, and Departure of Silke Jager September 11, 2026
Personnel Committee: Yes

Classification Title: Case Aide
Department: Community Services
Reason for Vacancy: Movement of Josie Korpi September 28, 2026
Personnel Committee: Yes

Classification Title: Case Aide
Department: Community Services
Reason for Vacancy: Departure of Ashlee Mundis, September 23, 2026
Personnel Committee: Yes

Classification Title: Financial Assistance Specialist
Department: Community Services
Reason for Vacancy: Promotion of Kelly Syrdal, September 12, 2026
Personnel Committee: Yes

Classification Title: Administrative Manager
Department: Sheriff's Office
Reason for Vacancy: Departure of Tina Elder, October 16, 2026
Personnel Committee: Yes

Hires

Name: Erik Titus
Classification Title: Environmental Services Technician
Department: Land Services
Start Date: September 24, 2026
Reason for Vacancy: Movement of Nathan Young August 30, 2026

Promotions/Movement
Name: Josie Korpi
Classification Title: Child Support Officer
Department: Community Services
Start Date: September 28, 2026

Name: Kelly Syrdal
Classification Title: Supervisor
Department: Community Services
Start Date: September 12, 2026

Departures
Name: Ashlee Mundis
Classification Title: Case Aide
Department: Community Services
Date of Departure: September 23, 2026

Name: Tina Elder
Classification Title: Administrative Manager
Department: Sheriff's Office
Date of Departure: October 16, 2026

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Destruction of Administrative Services Records

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve the Administrative Services Director's request for destruction of records, as on file, as provided for by the County General Records Retention Schedule, in accordance with Minnesota Statute 138.17.

Approximate length of presentation:

RECORDS DESTRUCTION REPORT

INSTRUCTIONS:

1. This form is for agency information only. State and local governments are required by law (M.S. 138.17, Subd. 7) to permanently retain a list of destroyed records. DO NOT submit report to the Department of Administration or the Minnesota Historical Society.
2. Use this form to document records destruction under authority of a general or specific agency records retention schedule.
4. Document only records that are physically destroyed, not records transferred to the Minnesota Historical Society.
5. Use additional pages as necessary.
6. Volume chart to determine cubic feet:

Letter Size Drawer = 1.5	Transfer Case (24” x 16” x 11”) = 2.5
Legal Size Drawer = 2.0	3 x 5 Card 12” Row = 0.1
Shelving 4’ Letter = 2.3	4 x 6 Card 12” Row = 0.2
Shelving 4’ Legal = 3.0	5 x 8 Card 12” Row = 0.3
Record Box (12” x 15” x 10”) = 1.0	Printout 12” Stack = 1.25

Agency and Division	Person Reporting Destruction	Date
Crow Wing County Administrative Services	Jory Danielson	September 22, 2026
Address	**City, Zip**	**Telephone**
326 Laurel Street, Suite 22	Brainerd 56401	(218) 824-1047

General Schedule Name or Agency Schedule Number	Section of Schedule Where Record is Listed	Item No. as Listed on Schedule	Record Title (use same title as listed on schedule)	Inclusive Dates	Date Destroyed	Quantity in Cubic Feet
ELEC001, ELEC003, ELEC008-10	ELEC001, ELEC003, ELEC008-10		2024 State General Election All other Election material not specifically addressed, Unused ballots, Voter Registration Applications	Aug-Nov 2024		**157 Boxes**

General Schedule Name or Agency Schedule Number	Section of Schedule Where Record is Listed	Item No. as Listed on Schedule	Record Title (use same title as listed on schedule)	Inclusive Dates	Date Destroyed	Quantity in Cubic Feet

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Exempt Gambling Permit - Ducks Unlimited Paul Bunyan Chapter

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To support the Minnesota Lawful Gambling Application for an Exempt Permit for the Ducks Unlimited Paul Bunyan Chapter to be held on the date of November 28, 2026 at The Green Lantern, Nokay Lake Township, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Donation to Mounted Patrol from Nisswa Lions Club

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To accept the donation of $1,000.00 to the Crow Wing County Mounted Patrol from the Nisswa Lions Club.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Admin Services	Jory Danielson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Exempt Gambling Permit - Garrison Bay Lake Area Lions Club

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To support the Minnesota Lawful Gambling Application for an Exempt Permit for the Garrison Bay Lake Area Lions Club to be held on the date of April 3, 2027 at JJ's Bird Nest Bar & Grill, Town of Garrison, subject to all State Laws and upon approval of said date, the applicant submitting a copy of reports required by the State.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Facilities	Kurt Wilczek
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Enter into a contract with Thelen Heating & Roofing, Inc. of Brainerd, Minnesota for the Crosslake Facility HVAC Replacement

PREVIOUS ACTION:

COMMENTS:
The bid summary is attached. Two bids were received and Thelen Heating & Roofing, Inc. of Brainerd, Minnesota was the low bidder at $198,000. The project is expected to begin in October 2026 and be completed in November 2026.

RECOMMENDED BOARD ACTION:
Authorize entering into a contract between Thelen Heating & Roofing, Inc. of Brainerd, Minnesota and Crow Wing County in the amount of $198,000 for Project No. 1102607 (Crosslake Facility HVAC Replacement).

Approve Budget Amendment to account for the portion of the City of Crosslake 47% shared cost for the Crosslake Facility HVAC Replacement Project No. 1102607.

Approximate length of presentation:

WIDSETH

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

August 20, 2026

Mr. Kurt Wilczek, Facilities Manager
Crow Wing County
202 Laurel Street
Brainerd, MN 56401

Re: Crow Wing County Crosslake Maintenance Facility HVAC Upgrades
Letter of Recommendation for Bid Award
WSN Project No. 2025-11739

Dear Mr. Wilczek:

Pursuant to authority of Crow Wing County and after proper legal advertisement, bids for the above-referenced project were obtained on August 20, 2026, at 2:00 P.M., at the Crow Wing County Services Building, Brainerd, Minnesota.

The following bid proposals were received:

Bidder	Bid Amount
Thelen Heating & Roofing, Inc. of Brainerd, Minnesota	$198,000.00
Advantage Mechanical of Becker, Minnesota	$255,000.00

Details of all bids are shown in the attached Bid Abstract. The bids were conforming to the plans, specifications and advertisement.

If Crow Wing County wishes to proceed with this project, we recommend the contract be awarded to Thelen Heating & Roofing, Inc. of Brainerd, Minnesota, the lowest bidder responsible, based on the lump sum bid in their bid proposal.

Sincerely,

WIDSETH SMITH NOLTING & ASSOCIATES INC.

Eric F. Jendro, VP
Mechanical Engineer

Enclosure

Budget Amendment Form
Crow Wing County

Summary of amendment request:
This amendment request is to update the project costs/tracking for project 1102607 – Crosslake Facility HVAC Replacement. The original project amount in the CIP does not appear to have included the Crosslake portion of CIP funds even though this revenue has been received by the City of Crosslake. This amendment is to show the combined shared costs for Crosslake 47% and CWC 53% under this project code for tracking purposes.

Long term cost / (savings) considerations (tails):
N/A

Effect on other departments (Countywide):
N/A

Quantify the benefit (customers, staff, processes, environment, etc.):
Account for all the project costs under the CWC CIP to implement this project.

Revenue/Expenditure assumptions used in calculating amendment:
Crosslake shared agreement and quotes/bids received.

References and sources:
Crosslake shared agreement, quotes/bids received, and County Capital Improvement Plan.

If a new project, please provide the following information for Financial Services:
Organization Code: 43110
Object Code: 64850
Capital: ☐ or Non-Capital: ☑

Senior Manager Approval:
Jory Danielson **Date: 9/2/26**

Finance Approval: Nancy Malecha **Date: 9/2/26**

I have reviewed this Budget Amendment for accuracy, consistency, and content.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Approve Setting Public Hearing Date for 2027 Harvest Plan

PREVIOUS ACTION:

COMMENTS:

- Discussed at 9/15/2026 Committee of the Whole Meeting.
- Annually the County Board is asked to approve the harvest plan following a public hearing.
- A one year harvest plan is derived from the forest resources plan and consists of a pool of forest stands which are being considered for timber harvest.
- Before any timber permit is offered for sale, a detailed field examination is conducted and a management prescription and timber appraisal are completed.
- Some forest stands or portions of stands may be unsuitable for harvest due to size, age, operability, and/or location. In these instances, a re-inventory is conducted and treatment is deferred.
- The harvest plan consists of the number of timbered acres by covertype which are being considered for sale in 2027.
- The Administrator's Office will notify all those on a mailing list who have requested this information.
- The proposed 2027 harvest plan will be made available for public inspection in the Land Services Office and the Brainerd Public Library.

RECOMMENDED BOARD ACTION:
Authorize the County Administrator to set a date, at least six weeks hence, for a Public Hearing to further allow the public to comment on the proposed 2027 Harvest Plan.

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Matt & Amber Rausch Easement Request

PREVIOUS ACTION:

COMMENTS:

- Discussed at 9/15/2026 Committee of the Whole Meeting.
- Easement Fee is $1,500 plus recording fees.

RECOMMENDED BOARD ACTION:
To grant A 33.00-foot ingress, egress and utility easement over, under and across that part of PID: 90300507 - SW1/4 of SW1/4, 30-43-31, St. Mathias Township AND 90300503 - SW1/4 of SE1/4, 30-43-31, St. Mathias Township, Crow Wing County and to authorize the Land Services Director to sign said easement.

Approximate length of presentation:

CROW WING COUNTY
TAX FORFEITED LANDS
PRIVATE INGRESS/EGRESS EASEMENT

This grant is made this 22nd day of September, 2026, by the County of Crow Wing, State of Minnesota, hereinafter referred to as the Grantor, to Matthew & Amber Rausch, 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 33 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: 90300507 -SW1/4 of SW1/4, 30-43-31, St. Mathias Township AND 90300503 - SW1/4 of SE1/4, 30-43-31, St. Mathias 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: _____

CERTIFICATE OF SURVEY

For: Matthew J. and Amber J. Rausch
PART OF THE SOUTH HALF,
SECTION 30, TOWNSHIP 43, RANGE 31
CROW WING COUNTY, MN.

PROPOSED 33.00 FOOT INGRESS AND EGRESS EASEMENT AND UTILITY EASEMENT

(The Proposed Legal Description includes a part of an existing 33.00 foot Reciprocal Easement Agreement and Grant per Doc. No. 447144 in Southwest Quarter

A 33.00 Foot wide easement for Ingress and Egress and Utility purposes over, under and across that part of Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼), Section Thirty (30), Township Forty-three (43) North, Range Thirty-one (31) West, Crow Wing County, Minnesota, being more specifically described as a strip of land thirty three (33.00) feet in width, lying sixteen and half (16.5) feet on each side of the following described centerline as follows:

Commencing at the Southwest corner of said Section 30; thence North 00 degrees 15 minutes 24 seconds West, along the West line of said Section 30 a distance of 25.47 feet to the existing centerline as field located on March 21, 2020, and the Point of Beginning of easement to be described:

thence South 87 degrees 45 minutes 03 seconds East a distance of 175.55 feet to a point, said point being designated as point "A" per said Doc. No. 447144;

thence North 88 degrees 04 minutes 49 seconds East along said centerline to a point a distance of 1165.16 feet more or less from said point "A" to the east line of said SW ¼ of SW ¼ and said centerline there terminating;

Said easement contains 44,218 square feet or 1.02 acres, more or less
The sidelines of said are easement are to be prolonged or shortened so as to terminate on the east line of said SW ¼ of SW ¼ and said centerline there terminating.

Subject to ingress and egress, overhead power line, and all easements, reservations or restrictions of record, if any.

PROPOSED 33.00 FOOT INGRESS AND EGRESS EASEMENT AND UTILITY EASEMENT

(The Proposed Legal Description includes an existing 33.00 foot Reciprocal Easement Agreement and Grant per Doc. No. 447144 in Southwest Quarter

A 33.00 Foot wide easement for Ingress and Egress and Utility purposes over, under and across that part of Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼), Section Thirty (30), Township Forty-three (43) North, Range Thirty-one (31) West, Crow Wing County, Minnesota, being more specifically described as a strip of land thirty three (33.00) feet in width, lying sixteen and half (16.5) feet on each side of the following described centerline as follows:

Commencing at the Southwest corner of said Section 30; thence North 00 degrees 15 minutes 24 seconds West, along the West line of said Section 30 a distance of 25.47 feet to the existing centerline as field located on March 21, 2020 and the Point of Beginning of said Easement to be described:

thence South 87 degrees 45 minutes 03 seconds East a distance of 175.55 feet to a point said point being designated as point "A" per Doc. No. 447144;

thence North 88 degrees 04 minutes 49 seconds East along said centerline to a point a distance of 1165.16 feet more or less from said point "A" to the east line of said SW ¼ of SW ¼ and the Point of Beginning of said Easement to be described:

thence North 88 degrees 04 minutes 49 seconds East along said centerline to a point a distance of 641.14 feet;

thence North 89 degrees 24 minutes 27 seconds East continuing along said centerline a distance of 699.22 feet more or less, to the east line of the SE ¼ of the SW ¼ of said Section 30 and said centerline there terminating;

Said easement contains 44,231 square feet or 1.02 acres, more or less.

The sidelines of said are easement are to be prolonged or shortened so as to terminate on the east line of said SE ¼ of SW ¼. Subject to ingress and egress, overhead power line, and all easements, reservations or restrictions of record, if any.

PROPOSED 33.00 FOOT INGRESS AND EGRESS EASEMENT AND UTILITY EASEMENT

(The Proposed Legal Description includes a part of an existing 33.00 foot Reciprocal Easement Agreement and Grant per Doc. No. 447144 in Southwest Quarter

A 33.00 Foot wide easement for Ingress and Egress and Utility purposes over, under and across that part of Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼), Section Thirty (30), Township Forty-three (43) North, Range Thirty-one (31) West, Crow Wing County, Minnesota, being more specifically described as a strip of land thirty three (33.00) feet in width, lying sixteen and half (16.5) feet on each side of the following described centerline as follows:

Commencing at the Southwest corner of said Section 30; thence North 00 degrees 15 minutes 24 seconds West, along the West line of said Section 30 a distance of 25.47 feet;
thence South 87 degrees 45 minutes 03 seconds East a distance of 175.55 feet to a point said point being designated as point "A" per Doc. No. 447144;

thence North 88 degrees 04 minutes 49 seconds East along said centerline to a point a distance of 1165.16 feet more or less from said point "A" to the east line of said SW ¼ of SW ¼;

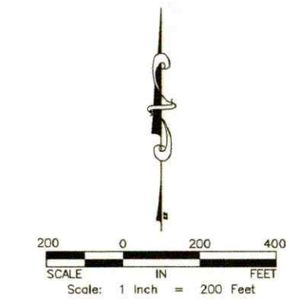
thence North 88 degrees 04 minutes 49 seconds East along said centerline to a point a distance of 641.14 feet;

thence North 89 degrees 24 minutes 27 seconds East continuing along said centerline a distance of 699.22 feet more or less, to the east line of the SE ¼ of the SW ¼ of said Section 30 and the Point of Beginning of a proposed 33.00 Foot wide easement for Ingress and Egress and Utility purposes;

thence North 89 degrees 24 minutes 27 seconds East continuing along said centerline a distance of 10.30 feet;

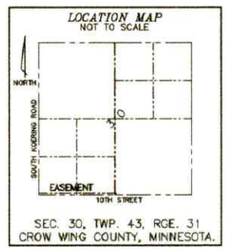
thence South 25 degrees 57 minutes 54 seconds East a distance of 59.50 feet more or less to the south line of said Southeast Quarter of said Section 30 and said centerline there terminating;
Said easement contains 2,302 square feet or 0.05 acres, more or less.

The sidelines of said are easement are to be prolonged or shortened so as to terminate on south line of the SW ¼ of the SE ¼ of said Section 30. Subject to ingress and egress, overhead power line, and all easements, reservations or restrictions of record, if any.



LEGEND

- ● Denotes found monument.
- o Denotes iron monument set and marked with Minnesota Registration No. 45334.



SURVEY NOTES

ORIENTATION OF THIS BEARING SYSTEM IS BASE ON NAD 83 CROW WING COUNTY COORDINATE DATABASE HARNS ADJUSTMENT

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO SEARCH FOR EASEMENTS OR RESTRICTIONS, RECORDED OR UNRECORDED, WAS MADE BY THE SURVEYOR.

DUE TO SNOW COVER OVER THIS SITE AT THE TIME OF THE FIELD SURVEY, THE NATURE AND EXTENT OF VARIOUS SURFACE FEATURES MAY HAVE BEEN OBSCURED

PARCEL ID FOR THE SUBJECT TRACT = 90310519

ALL BOUNDARY LINES MARKED WITH FLAGGING OR LATH ARE ONLY AN APPROXIMATION OF THE TRUE LINE. THE LINES ARE NOT TO BE USED FOR THE ESTABLISHMENT OF IMPROVEMENTS. IN ORDER TO MARK THE TRUE BOUNDARY LINES, ADDITIONAL MONUMENTATION WOULD BE REQUIRED.

REVISIONS

26

SURVEY MAPPING SOLUTIONS, PLLC.
22513 185th Avenue
LITTLE FALLS, MN 56345
PH. (218) 850-8334

I hereby certify that this survey, plan or 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.

Ross R. Wamre, Minnesota License No. 45334 — Date 7-30-26

FIELD BOOK	PAGE
9	12–23
DATE OF LAST FIELD WORK	
3-22-2020	
CHECKED	DRAWN
RRW	RRW

CLIENT
Matthew J. and Amber J. Rausch
3302 Sebie Lake Road
Fort Ripley, Minnesota 56449

EASEMENT LOCATED IN
SW 1/4 & SE 1/4, SECTION 30,
TOWNSHIP 43, RANGE 32
CROW WING COUNTY, MINNESOTA

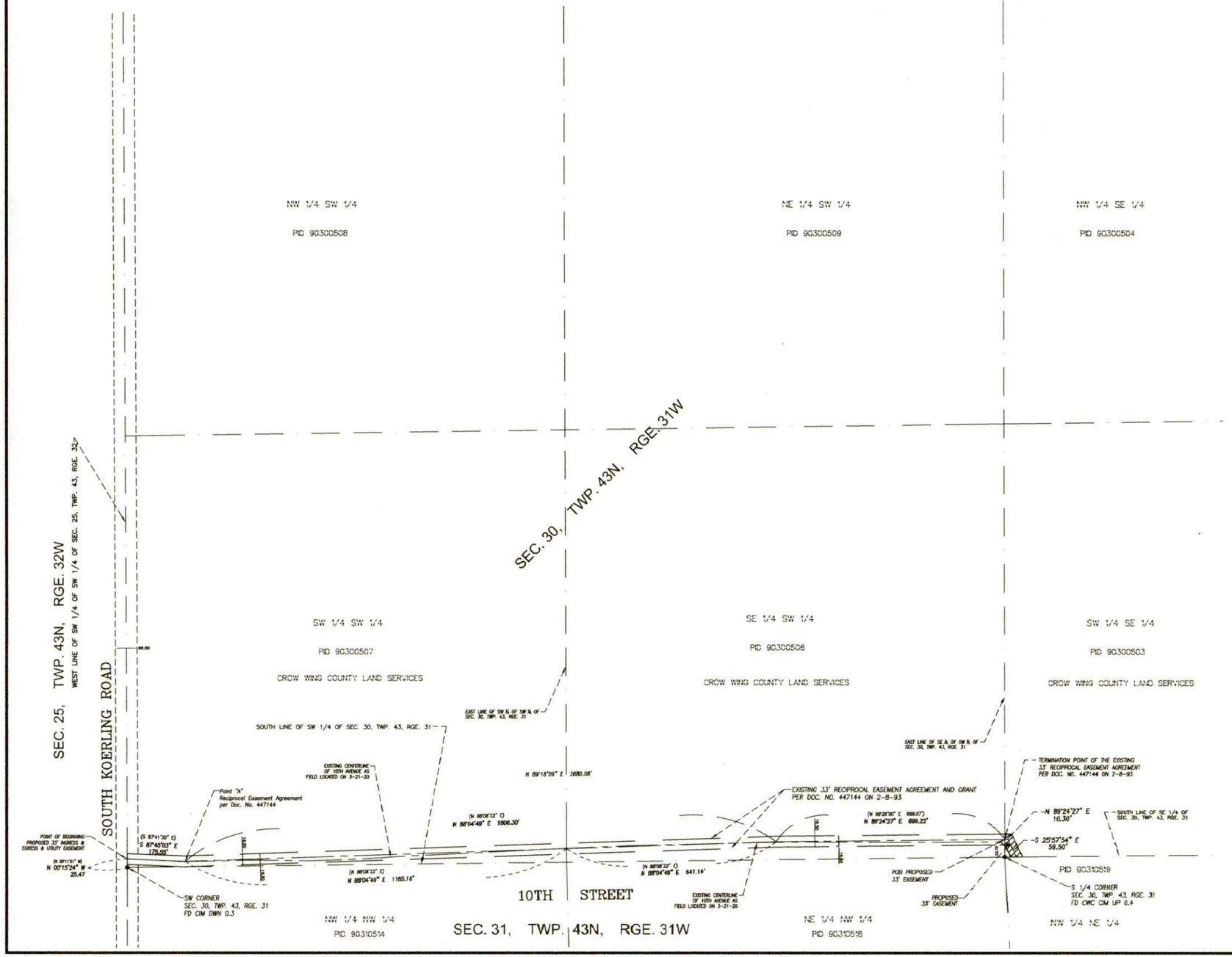
CERTIFICATE OF SURVEY

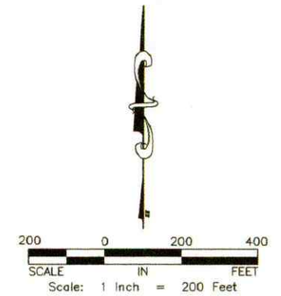
PROJECT NO. 2020-68

SHEET 2/2

CERTIFICATE OF SURVEY

For: Matthew J. and Amber J. Rausch
PART OF THE SOUTH HALF,
SECTION 30, TOWNSHIP 43, RANGE 31
CROW WING COUNTY, MN.



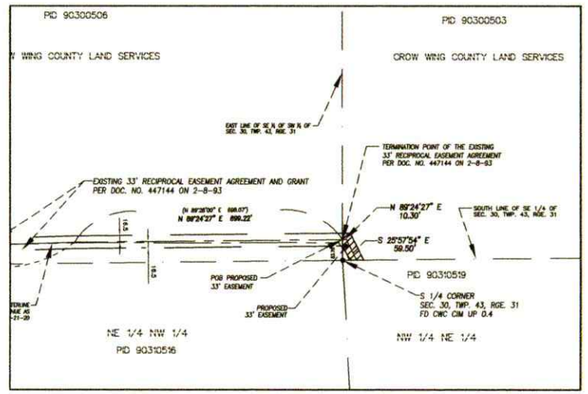


LEGEND

- ● Denotes found monument.
- ○ Denotes iron monument set and marked with Minnesota Registration No. 45334.

EXHIBIT 'A'

Scale: 1 Inch = 100 Feet



LOCATION MAP
NOT TO SCALE



SEC. 30, TWP. 43, RGE. 31
CROW WING COUNTY, MINNESOTA.

SURVEY NOTES

ORIENTATION OF THIS BEARING SYSTEM IS BASE ON NAD 83 CROW WING COUNTY COORDINATE DATABASE HARNS ADJUSTMENT

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO SEARCH FOR EASEMENTS OR RESTRICTIONS, RECORDED OR UNRECORDED, WAS MADE BY THE SURVEYOR.

DUE TO SNOW COVER OVER THIS SITE AT THE TIME OF THE FIELD SURVEY, THE NATURE AND EXTENT OF VARIOUS SURFACE FEATURES MAY HAVE BEEN OBSCURED

PARCEL ID FOR THE SUBJECT TRACT = 90310519

ALL BOUNDARY LINES MARKED WITH FLAGGING OR LATH ARE ONLY AN APPROXIMATION OF THE TRUE LINE. THE LINES ARE NOT TO BE USED FOR THE ESTABLISHMENT OF IMPROVEMENTS. IN ORDER TO MARK THE TRUE BOUNDARY LINES, ADDITIONAL MONUMENTATION WOULD BE REQUIRED.

REVISIONS

27

SURVEY MAPPING SOLUTIONS, PLLC.
22513 185th AVENUE
LITTLE FALLS, MN 56345
PH. (218) 850-8334

I hereby certify that this survey, plan or 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.

Ross R. Werre, Minnesota License No. 45334 — Date 7-30-20

FIELD BOOK	PAGE
9	12-23
DATE OF LAST FIELD WORK	
3-22-2020	
CHECKED	DRAWN
RRW	RRW

CLIENT
Matthew J. and Amber J. Rausch
3302 Sebie Lake Road
Fort Ripley, Minnesota 56449

EASEMENT LOCATED IN
SW 1/4 & SE 1/4, SECTION 30,
TOWNSHIP 43, RANGE 32
CROW WING COUNTY, MINNESOTA

CERTIFICATE OF SURVEY

PROJECT NO. 2026-300

SHEET 1/2

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Maple River to Cuyuna Right of Entry Agreement

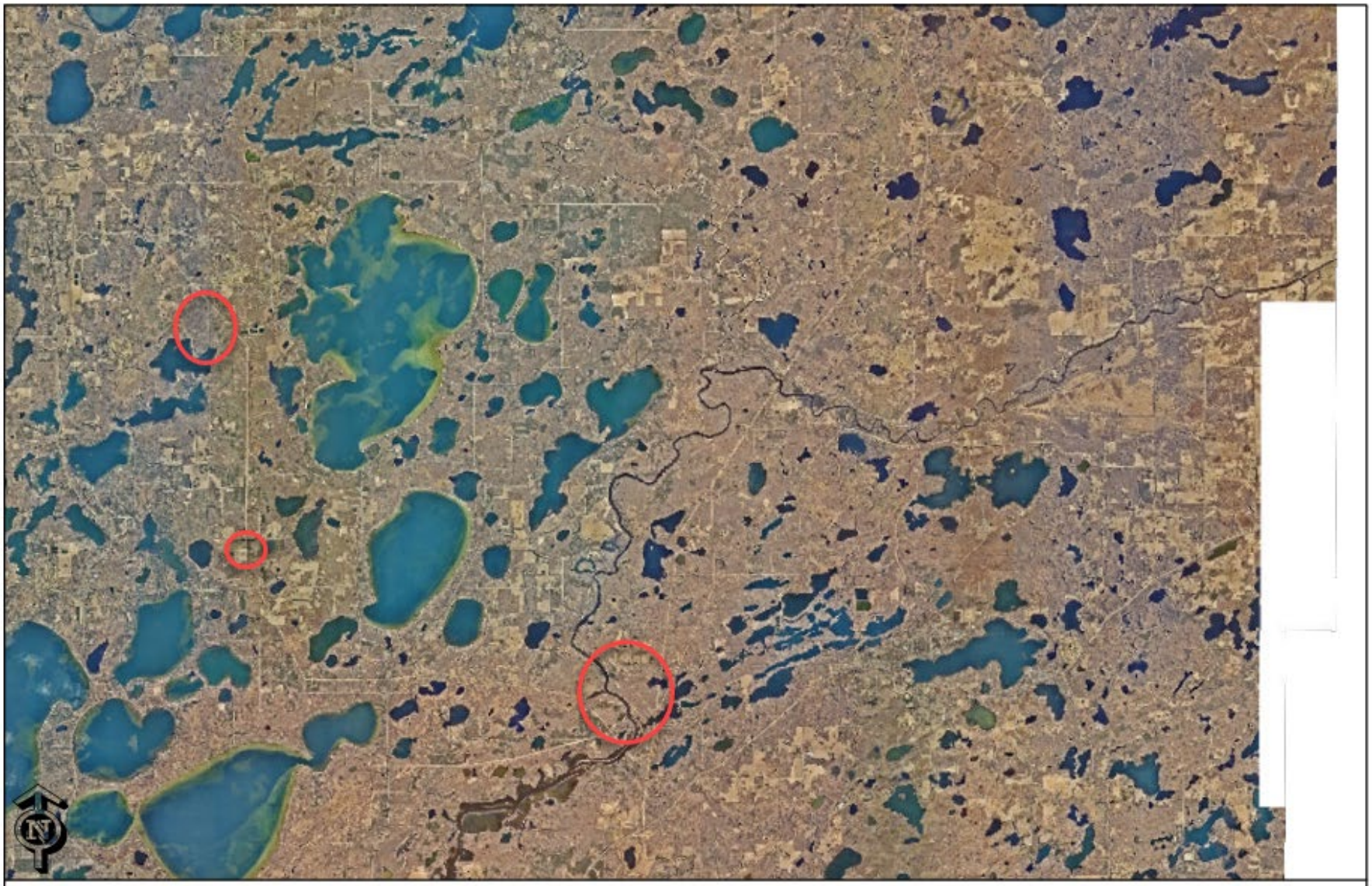
PREVIOUS ACTION:

COMMENTS:

- Discussed at 9/15/2026 Committee of the Whole Meeting.
- Fee for the Right of Entry Agreement is $5,000.
- Agreement allows Grantee's to study, survey, inspect, investigate, test, and plan for Grantee's potential use of the Property in connection with the MRC Project.
- The activities that may be conducted by Grantee include, but are not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings.
- Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this Agreement, including the filling of any test holes.
- Agreement has been reviewed by the County Attorneys Office.

RECOMMENDED BOARD ACTION:
To grant Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, the right to enter the Property, as described on the Right of Entry Agreement, to conduct such evaluations as Grantee determines are reasonably necessary in connection with the permitting and construction of the Maple River- Cuyuna Project and to authorize the Board Chair to sign the Right of Entry Agreement.

Approximate length of presentation:



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

Crow Wing County GIS

Date: 8/31/2026 Time: 7:58 AM

CROW WING COUNTY MINNESOTA

RIGHT OF ENTRY AGREEMENT

PARCEL NO.: **CW-136, CW-142, CW-148, CW-176, CW-188, CW-209, CW-222, CW-224, CW-232, CW-239, CW-245, CW-246, CW-251, CW-256, CW-399, CW-486, CW-527, CW-528, CW-531, CW-533, CW-552, CW-559, CW-567, CW-568, CW-571, CW-574, CW-578, CW-594, CW-615, CW-630**

This Right of Entry Agreement is made and entered into as of _____, 2026 ("Effective Date"). WHEREAS, the undersigned, **Crow Wing County, a political subdivision of the State of Minnesota**, ("Grantor," whether one or more), own the property that is identified in Exhibit A attached hereto; and

WHEREAS, Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation ("Grantee"), is developing an electric transmission project known as the MAPLE RIVER TO CUYUNA PROJECT (the "MRC Project"); and

WHEREAS, Grantee desires to enter the Property for purposes of evaluating the Property in connection with permitting and construction of the MRC Project; and

WHEREAS, Grantor is willing to grant to Grantee the right to enter the Property to conduct such evaluations as Grantee determines are reasonably necessary in connection with the permitting and construction of the MRC Project, on the terms and conditions herein.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. In consideration of Five Thousand and 00/100 Dollars ($5,000.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee an irrevocable license and right of entry for Grantee, its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees to enter the Property for the purpose of doing all activities that Grantee wants or needs to do in order to study, survey, inspect, investigate, test, and plan for Grantee's potential use of the Property in connection with the MRC Project. The activities that may be

conducted by Grantee include, but are not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings.

2. Grantee will indemnify, defend, and hold Grantor harmless from all third party claims and damages asserted against Grantor that arise out of any such entry by Grantee onto the Property or Grantee's exercise of its rights hereunder, unless the claims or damages are caused by the negligence or intentional misconduct of Grantor, and except that Grantee shall not have any obligation with respect to any Hazardous Materials located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by Grantee. For purposes of this Agreement, "Hazardous Materials" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §9601 et seq. the Federal Water Pollution Control Act, 33 U.S.C. §1201 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., the Toxic Substances Control Act, 33 U.S.C. §1251 et seq., and the Minnesota Environmental Response and Liability Act, all as amended from time to time, and any other federal, state, local or other governmental code, statute, regulation, rule, law, permit, consent, license, order or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

3. Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this Agreement, including the filling

of any test holes. Any remediation efforts will be promptly undertaken by Grantee, weather permitting.

4. Grantee agrees to pay Grantor a settlement, in an amount to be determined by mutual agreement of the parties at the time of settlement, for any unrestored, direct damages to the Property, including any crops that were growing thereon prior to Grantee activities. Any dispute as to damages if not resolved within 30 days of written notice shall be submitted to binding arbitration with the arbitrator's decision final and enforceable in any court of competent jurisdiction.

5. This agreement shall be binding upon Grantor and Grantee's respective successors and assigns. Grantee's presentation of or entrance into this Agreement shall not be deemed to limit or otherwise affect any existing rights Grantee holds in this Property, including without limitation any existing survey or access rights. Grantor shall provide actual notice of this agreement to any prospective successor-in-interest or assignee.

6. Additional Provisions:_This agreement is effective until 12/31/2028.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the Effective Date first written above.

GRANTOR: Crow Wing County, a political subdivision of the State of Minnesota

By:_____

_____
Printed Name/Title

GRANTEE

Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation

_____

_____

Print:_____

Its:_____

EXHIBIT A

CW-136
Government Lot Three (3) of Section 19, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 82190510 Crow Wing County, Minnesota

CW-142
Government Lot Four (4) of Section 19, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 82190509 Crow Wing County, Minnesota

CW-148
The Northeast Quarter of the Southwest Quarter (NE¼ SW¼) of Section 19, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 82190511 Crow Wing County, Minnesota

CW-176
The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section 19, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 82190506 Crow Wing County, Minnesota

CW-188
Those parts of Government Lot 2, and 3 of Section 30 Township 136 North, Range 28 West, Crow Wing County Minnesota, lying easterly of the centerline of Rice Creek. Except the Recorded Plat of Stallion Ridge on file in the office of the County Recorder, Crow Wing County, Minnesota, AND
That part of the Southeast Quarter of the Southwest Quarter of Section 19 Township 136 North, Range 28 West, Crow Wing County Minnesota, lying easterly of the centerline of Rice Creek, AND
The Southwest Quarter of the Southeast Quarter, and the Southeast Quarter of the Southeast Quarter of Section 19, Township 136 North, Range 28 West, Crow Wing County, Minnesota, Except the Recorded Plat of Stallion Ridge, on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82190505 Crow Wing County, Minnesota

CW-209
Lot Seven (7) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300504 Crow Wing County, Minnesota

CW-222
The Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 19, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 82190507 Crow Wing County, Minnesota

CW-224
Lot Six (6) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300505 Crow Wing County, Minnesota

CW-232
Lot Five (5) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300506 Crow Wing County, Minnesota

CW-239
Lot Four (4) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300507 Crow Wing County, Minnesota

CW-245
Lot Three (3) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300508 Crow Wing County, Minnesota

CW-246
Lot Two (2) of Block Two (2) of Stallion Ridge, as platted and on file in the office of the County Recorder, Crow Wing County Minnesota.

PIN: 82300509 Crow Wing County, Minnesota

CW-251
The Northeast Quarter of the Northeast Quarter of Section 30, Township 136 North, Range 28 West, Crow Wing County, Minnesota. EXCEPT the Recorded Plat of Stallion Ridge, on file in the office of the County Recorder, Crow Wing County Minnesota,
AND EXCEPT
That part of the Northeast Quarter of the Northeast Quarter and Government Lot 2 of Section 30, Township 136, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 02 degrees

32 minutes 39 seconds East, assumed bearing, along the east line of said Northeast Quarter of the Northeast Quarter a distance of 662.06 feet; thence South 79 degrees 44 minutes 04 seconds West, 1155.47 feet to the point of beginning; thence Southeasterly a distance of 23.45 feet along a curve concave to the northeast and not tangent with the last described line, said curve has a radius of 333.00 feet, a central angle of 04 degrees 02 minutes 06 seconds, and the chord of said curve bears South 63 degrees 12 minutes 49 seconds East; thence South 19 degrees 04 minutes 53 seconds West, along a line not tangent to said curve a distance of 188.30 feet; thence Southerly along a tangential curve concave to the east, radius 333.00 feet, central angle 04 degrees 30 minutes 14 seconds, 26.18 feet; thence South 78 degrees 42 minutes 40 seconds West along a line not tangent to said curve, 483 feet more or less to the shoreline of Upper Cullen Lake; thence Northerly along said shoreline, to the intersection with a line bearing South 78 degrees 42 minutes 40 seconds West from the point of beginning; thence North 78 degrees 42 minutes 40 seconds East a distance of 568 feet more or less to the point of beginning.

AND EXCEPT

That part of the Northeast Quarter of the Northeast Quarter of Section 30, Township 136 North, Range 28 West, Crow Wing County, Minnesota lying southerly of the following described line: Commencing at the Northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 02 degrees 32 minutes 39 seconds East, assumed bearing, along the east line of said Northeast Quarter of the Northeast Quarter a distance of 650.41 feet, to the point of beginning; thence South 79 degrees 44 minutes 04 seconds West 947.16 feet; thence Westerly along a tangential curve, concave to the north, radius 247.00 feet; central angle 63 degrees 53 minutes 01 seconds, 275.40 feet; thence South 78 degrees 42 minutes 40 seconds West, 92.41 feet, more or less, to the common corner of Lot 1, and Lot 2, Block 2, Stallion Ridge, and said line there Terminating.

PIN: 82300536 Crow Wing County, Minnesota

CW-256

That part of the Northeast Quarter of the Northeast Quarter and that part of Government Lot 1, Section 30, Township 136 North, Range 28 West, Crow Wing County, Minnesota, described as follows: Beginning at the point on the north line of said Government Lot 1, which is 805.00 feet South 87 degrees 18 minutes 20 seconds West, assumed bearing, from the northeast corner of said Government Lot 1, the point of beginning of the tract herein described; thence North 87 degrees 18 minutes 20 seconds East 805.00 feet; thence North 02 degrees 32 minutes 39 seconds West, along the east line of said Northeast Quarter of the Northeast Quarter, 660.50 feet; thence South 79 degrees 44 minutes 04 seconds West 947.16 feet; thence Westerly along a tangential curve, concave to the North, with a radius of 247.00 feet, a central angle of 63 degrees 53 minutes 01 seconds, 275.40 feet; thence South 78 degrees 42 minutes 40 seconds West 92.41 feet to the common corner of Lot 1 and Lot 2, Block 2, Stallion Ridge, Crow Wing County, Minnesota, according to the recorded plat thereof; thence Southeasterly along the westerly line of Stallion Drive said plat of Stallion Ridge, being a non-tangential curve, concave to the East, with a radius of 333.00 feet and a central angle of 35 degrees 37 minutes 00 seconds, 207.00 feet and the chord of said curve bears South 45 degrees 59 minutes 35 seconds East; thence South 19 degrees 04 minutes 53 seconds West 188.30 feet along said westerly line of Eightbells Court, said plat Stallion Ridge; thence southerly along said westerly line, being a tangential curve, concave to the East, with a radius of 333.00 feet and central angle of 31degrees 24 minutes 59

seconds, 182.59 feet; and the chord of said curve bears South 04 degrees 48 minutes 39 seconds West; thence continuing along said westerly line South 12 degrees 20 minutes 07 seconds East 298.69 feet to the southerly line of said Plat of Stallion Ridge; thence South 78 degrees 42 minutes 40 seconds West 465.00 feet, more or less, along said southerly line, to the shoreline of Upper Cullen Lake; thence southeasterly along said shoreline to the intersection with a line bearing South 42 degrees 11 minutes 47 seconds West from the point of beginning; thence North 42 degrees 11 minutes 47 seconds East 966 feet, more or less, to the point of beginning.
Except that part of the Northeast Quarter of the Northeast Quarter and Government Lot 2 of Section 30, Township 136, Range 28, Crow Wing County, Minnesota, described as follows: Commencing at the northeast corner of said Northeast Quarter of the Northeast Quarter; thence South 02 degrees 32 minutes 39 seconds East, assumed bearing, along the east line of said Northeast Quarter of the Northeast Quarter a distance of 662.06 feet; thence South 79 degrees 44 minutes 04 seconds West, 1155.47 feet to the point of beginning; thence Southeasterly a distance of 23.45 feet along a curve concave to the northeast and not tangent with the last described line, said curve has a radius of 333.00 feet, a central angle of 04 degrees 02 minutes 06 seconds, and the chord of said curve bears South 63 degrees 12 minutes 49 seconds East; thence South 19 degrees 04 minutes 53 seconds West, along a line not tangent to said curve a distance of 188.30 feet; thence Southerly along a tangential curve concave to the east, radius 333.00 feet, central angle 04 degrees 30 minutes 14 seconds, 26.18 feet; thence South 78 degrees 42 minutes 40 seconds West along a line not tangent to said curve, 483 feet more or less, to the shoreline of Upper Cullen Lake; thence Northerly along said shoreline, to the intersection with a line bearing South 78 degrees 42 minutes 40 seconds West from the point of beginning; thence North 78 degrees 42 minutes 40 seconds East a distance of 568 feet more or less to the point of beginning.

PIN: 82300537 Crow Wing County, Minnesota

CW-399
The Northeast Quarter of the Southeast Quarter (NE¼ SE¼) of Section 17, Township 135, Range 28, Crow Wing County, Minnesota.

PIN: 73170508 Crow Wing County, Minnesota

CW-486
The West 5 feet of the East 335 feet of Government Lot Four (4) of Section 25, Township 135, Range 28, Crow Wing County, Minnesota, except that part platted as Merri-Twin Acres.

PIN: 73250527 Crow Wing County, Minnesota

CW-527
The Southwest Quarter of the Southwest Quarter (SW¼ SW¼) of Section 28, Township 135, Range 27, Crow Wing County, Minnesota.

PIN: 53280506 Crow Wing County, Minnesota

CW-528
The Northwest Quarter of the Northwest Quarter (NW¼ NW¼) of Section 33, Township 135, Range 27, Crow Wing County, Minnesota.

PIN: 53330519 Crow Wing County, Minnesota

CW-531
The Northeast Quarter of the Northwest Quarter (NE¼ NW¼) of Section 33, Township 135, Range 27, Crow Wing County, Minnesota.

PIN: 53330520 Crow Wing County, Minnesota

CW-533
The Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 33, Township 135, Range 27, Crow Wing County, Minnesota.

PIN: 53330526 Crow Wing County, Minnesota

CW-552
The Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section 13, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71130799 Crow Wing County, Minnesota

CW-559
Government Lot Four (4) of Section 13, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71130798 Crow Wing County, Minnesota

CW-567
Government Lot Five (5) of Section 13, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71130790 Crow Wing County, Minnesota

CW-568
Government Lot Two (2) of Section 12, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71120500 Crow Wing County, Minnesota

CW-571
Government Lot One (1) of Section 13, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71130800 Crow Wing County, Minnesota

CW-574
The Southeast Quarter of the Northeast Quarter (SE¼ NE¼) of Section 13, Township 46, Range 30, Crow Wing County, Minnesota.

PIN: 71130797 Crow Wing County, Minnesota

CW-578
Government Lot Four (4) of Section 7, Township 46, Range 29, Crow Wing County, Minnesota.

PIN; 71070530 Crow Wing County, Minnesota

CW-594
Government Lot Four (4) of Section 18, Township 46, Range 29, Crow Wing County, Minnesota.

PIN: 71180566 Crow Wing County, Minnesota

CW-615
The Southeast Quarter of the Southwest Quarter (SE¼ SW¼) of Section 7, Township 46, Range 29, Crow Wing County, Minnesota.

PIN: 71070529 Crow Wing County, Minnesota

CW-630
That part of Government Lot Three (3) of Section 18, Township 46, Range 29, Crow Wing County, Minnesota, lying West of the road.

PIN: 71180567 Crow Wing County, Minnesota

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Divestment of 59210512 to adjoining Landowners

PREVIOUS ACTION:

COMMENTS:

- An adjoining landowner approached Land Services interested in purchasing the property.
- 59210512 is approximately 3.1 acres.
- Parcel is currently County Fee and we given to CWC from MNDOT when State Highway 6 was moved.
- Doran and Jenson will both pay $500 plus recording fees to acquire the property to cover staff time, attorney fees and surveyor fees.
- MN6 ROW is not being transferred in this transaction.
- Both parcels will be consolidated with existing parcels.
- Quit Claim Deed’s were drafted by Gammello-Pearson

RECOMMENDED BOARD ACTION:
Approve the divestment of PID 59210512 to adjoining landowners and Authorize the County Board Chair to sign the attached Quit Claim Deeds.

Approximate length of presentation:

(Top 3 inches reserved for recording data)

Quit Claim Deed

DEED TAX DUE: $1.65

DATE: _____, 2026

FOR VALUABLE CONSIDERATION, Crow Wing County, a municipal subdivision under the laws of the State of Minnesota ("Grantor"), hereby conveys and quitclaims to Jeffrey Jenson and Teresa Jenson ("Grantees"), as joint tenants, real property in Crow Wing County, Minnesota, legally described as follows:

SEE ATTACHED EXHIBIT A

Total consideration for this deed is less than $3,000.00.

This conveyance also includes all after acquired right, title or interest in the above real property.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

None

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[...]**.)

☐ I am familiar with the property described in this 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.

Grantor

CROW WING COUNTY

BY: _____

ITS: _____

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on_____, 2026, by _____, its _____, on behalf of Crow Wing County, a municipal subdivision under the laws of the State of Minnesota ("Grantor"), Grantor.

(Stamp)

_____
(signature of notarial officer)

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE OPINION, TITLE REPORT OR TITLE EVIDENCE. THE LEGAL DESCRIPTION WAS PROVIDED BY GRANTOR AND WAS APPROVED BY BOTH GRANTOR AND GRANTEE.

THIS INSTRUMENT WAS DRAFTED BY:
James M. Gammello #140144
GAMMELLO-PEARSON, PLLC
14275 Golf Course Drive, Suite 200
Baxter, MN 56425
218/828-9511

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Jeffrey and Teresa Jenson
14655 Edgewood Road
Rogers, MN 55374

EXHIBIT A

Jensen Property Holdings Tract

Those parts of the following described tracts located in the Southeast Quarter of Section 21, Township 46 North, Range 28 West, Crow Wing County, Minnesota, which lie westerly of the right-of-way line of Minnesota Trunk Highway number 6, and which lie northerly of Cedar Brook.

Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence westerly, along the south line of said Northwest Quarter of the Southeast Quarter, a distance of 300.00 feet; thence northerly, parallel to the east line of said Northwest Quarter of the Southeast Quarter, a distance of 225.00 feet; thence northeasterly to a point on the east line of said Northwest Quarter of the Southeast Quarter 300.00 feet distant northerly of the southeast corner of said Northwest Quarter of the Southeast Quarter; thence southerly, along said east line, a distance of 300.00 feet to the point of beginning.

AND

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence easterly, along the north line of the Southeast Quarter of the Southeast Quarter, a distance of 495.00 feet to the point of beginning of the tract to be described; thence reversing course westerly along the north line of the South Half of the Southeast Quarter of said Section 21, a distance of 841.50 feet; thence southerly, parallel to the east line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 165.00 feet; thence easterly, parallel to the north line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 346.50 feet to the intersection with the east line of the Southwest Quarter of the Southeast Quarter of said Section 21; thence northeasterly to the point of beginning.

Those parts of the following described tracts located in the Southeast Quarter of Section 21, Township 46 North, Range 28 West, Crow Wing County, Minnesota, which lie easterly of the right-of-way line of Minnesota Trunk Highway number 6, and which lie westerly of the East Half of said Southeast Quarter.

Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence westerly, along the south line of said Northwest Quarter of the Southeast Quarter, a distance of 300.00 feet; thence northerly, parallel to the east line of said Northwest Quarter of the Southeast Quarter, a distance of 225.00 feet; thence northeasterly to a point on the east line of said Northwest Quarter of the Southeast Quarter 300.00 feet distant northerly of the southeast corner of said Northwest Quarter of the Southeast Quarter; thence southerly, along said east line, a distance of 300.00 feet to the point of beginning.

AND

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence easterly, along the north line of the Southeast Quarter of the Southeast Quarter, a distance of 495.00 feet to the point of beginning of the tract to be described; thence reversing course westerly along the north line of the South Half of the Southeast Quarter of said Section 21, a distance of 841.50 feet; thence southerly, parallel to the east line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 165.00 feet; thence easterly, parallel to the north line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 346.50 feet to the intersection with the east line of the Southwest Quarter of the Southeast Quarter of said Section 21; thence northeasterly to the point of beginning.

Said parcels are not intended to be a stand-alone parcel, but is intended to consolidate with PID 59210514.

(Top 3 inches reserved for recording data)

Quit Claim Deed

DEED TAX DUE: $1.65

DATE: _____, 2026

FOR VALUABLE CONSIDERATION, Crow Wing County, a municipal subdivision under the laws of the State of Minnesota ("Grantor"), hereby conveys and quitclaims to Thomas Doran and Mary Doran ("Grantees"), as joint tenants, real property in Crow Wing County, Minnesota, legally described as follows:

SEE ATTACHED EXHIBIT A

Total consideration for this deed is less than $3,000.00.

This conveyance also includes all after acquired right, title or interest in the above real property.

Check here if all or part of the described real property is Registered (Torrens) ☐

together with all hereditaments and appurtenances belonging thereto, subject to the following exceptions:

None

Check applicable box:

☐ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: **[...]**.)

☐ I am familiar with the property described in this 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.

Grantor

CROW WING COUNTY

BY: _____

ITS: _____

State of Minnesota, County of Crow Wing

This instrument was acknowledged before me on_____, 2026, by _____, its _____, on behalf of Crow Wing County, a municipal subdivision under the laws of the State of Minnesota ("Grantor"), Grantor.

(Stamp)

_____
(signature of notarial officer)

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE OPINION, TITLE REPORT OR TITLE EVIDENCE. THE LEGAL DESCRIPTION WAS PROVIDED BY GRANTOR AND WAS APPROVED BY BOTH GRANTOR AND GRANTEE.

THIS INSTRUMENT WAS DRAFTED BY:
James M. Gammello #140144
GAMMELLO-PEARSON, PLLC
14275 Golf Course Drive, Suite 200
Baxter, MN 56425
218/828-9511

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

Thomas and Mary Doran
4727 Oak Cliff Drive
Eagan, MN 55122

EXHIBIT A

Wegleitner Tract

Those parts of the following described tracts located in the Southeast Quarter of Section 21, Township 46 North, Range 28 West, Crow Wing County, Minnesota, which lie westerly of the right-of-way line of Minnesota Trunk Highway number 6, and which lie southerly of Cedar Brook.

Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence westerly, along the south line of said Northwest Quarter of the Southeast Quarter, a distance of 300.00 feet; thence northerly, parallel to the east line of said Northwest Quarter of the Southeast Quarter, a distance of 225.00 feet; thence northeasterly to a point on the east line of said Northwest Quarter of the Southeast Quarter 300.00 feet distant northerly of the southeast corner of said Northwest Quarter of the Southeast Quarter; thence southerly, along said east line, a distance of 300.00 feet to the point of beginning.

AND

Commencing at the Southeast corner of the Northwest Quarter of the Southeast Quarter of said Section 21; thence easterly, along the north line of the Southeast Quarter of the Southeast Quarter, a distance of 495.00 feet to the point of beginning of the tract to be described; thence reversing course westerly along the north line of the South Half of the Southeast Quarter of said Section 21, a distance of 841.50 feet; thence southerly, parallel to the east line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 165.00 feet; thence easterly, parallel to the north line of the Southwest Quarter of the Southeast Quarter of said Section 21, a distance of 346.50 feet to the intersection with the east line of the Southwest Quarter of the Southeast Quarter of said Section 21; thence northeasterly to the point of beginning.

Said parcel is not intended to be a stand-alone parcel, but is intended to consolidate with PID 59210511.

CROW WING COUNTY
MINNESOTA



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.

Land Services
322 Laurel St
Brainerd, MN 56401

Office: (218) 824-1010
www.crowwing.us

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Northland Reliability Project – Phase II Right of Way Easement

PREVIOUS ACTION:

COMMENTS:

- Discussed on September 15, 2026, Committee of the Whole.
- Temporary easement is valued at $1,500.00
- Easement was reviewed and approved by the County Attorney's Office.

RECOMMENDED BOARD ACTION:
To approve the attached temporary easement for Phase II of the Northland Reliably Project and authorize the Board Chair to sign said easement.

Approximate length of presentation:

Northland Reliability Project

GREAT RIVER ENERGY | minnesota power

STATEMENT OF COMPENSATION

Parcel ID:	BC-CU-2360
Landowner(s):	State of Minnesota C/O Crow Wing County
Section/Twp/Range/County:	S6-T45N-R29W
PID No(s):	78060513, 78060508, 78060509, 78060510

A summary of the total compensation is below:

Temporary Construction Access and Workspace Easement-- $ 1,500.00

_____ _____
NRP Land Rights Representative Date

If applicable, payment percentage shall be allocated as follows: (signature is required by each fee owner)

_____ _____
Signature & percentage Date Signature & percentage Date

_____ _____
Signature & percentage Date Signature & percentage Date

_____ _____
Signature & percentage Date Signature & percentage Date

NORTHLAND RELIABILITY PROJECT (GRE/MP)
Form 3B
Temporary Easement

(Top 3 inches reserved for recording data)

TEMPORARY EASEMENT

The undersigned, State of Minnesota ("Grantor"), in consideration of one thousand five hundred dollars ($1,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto Great River Energy, a Minnesota cooperative corporation, and Minnesota Power, a division of ALLETE, INC., a Minnesota corporation, as tenants in common, and their respective successors and assigns (collectively, "Grantee"), the temporary right, privilege and easement for ingress and egress, and [other activities deemed necessary by Grantee in its development of a transmission line project, construction workspace, cultural resource surveys, survey permission] to and across the property described and depicted on the attached Exhibit C (the "Grantor's Property"). The Easement shall be limited to that certain part of Grantor's Property described as the "Temporary Easement Area" on the attached Exhibit C.

This Temporary Easement shall commence on or before_____ __, 202_, and expire on or before December 31, 2029.

Grantee agrees to restore the Grantor's Property to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from Grantee's use of the Grantor's Property under this easement. Grantee agrees to pay a reasonable sum for actual damages directly caused to Grantor's crops, fences, roads, fields, lawns or other improvements by Grantee's exercise of its rights hereunder to the extent Grantee does not restore the same.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above-described premises and has the right to sell and convey a temporary easement in the manner and form aforesaid.

The easement and covenants contained in this instrument shall run with and against the Grantor's Property. It is mutually understood and agreed that this instrument covers all agreements and stipulations between the parties and that the terms herein may only be modified in writing. This instrument shall be governed by the law of Minnesota.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the _____ day of _____, 202_.

State of Minnesota

BY: Crow Wing County Board of Commissioners

_____

By:

NOTARY BLOCK FOR ENTITY ACKNOWLEDGEMENT:

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

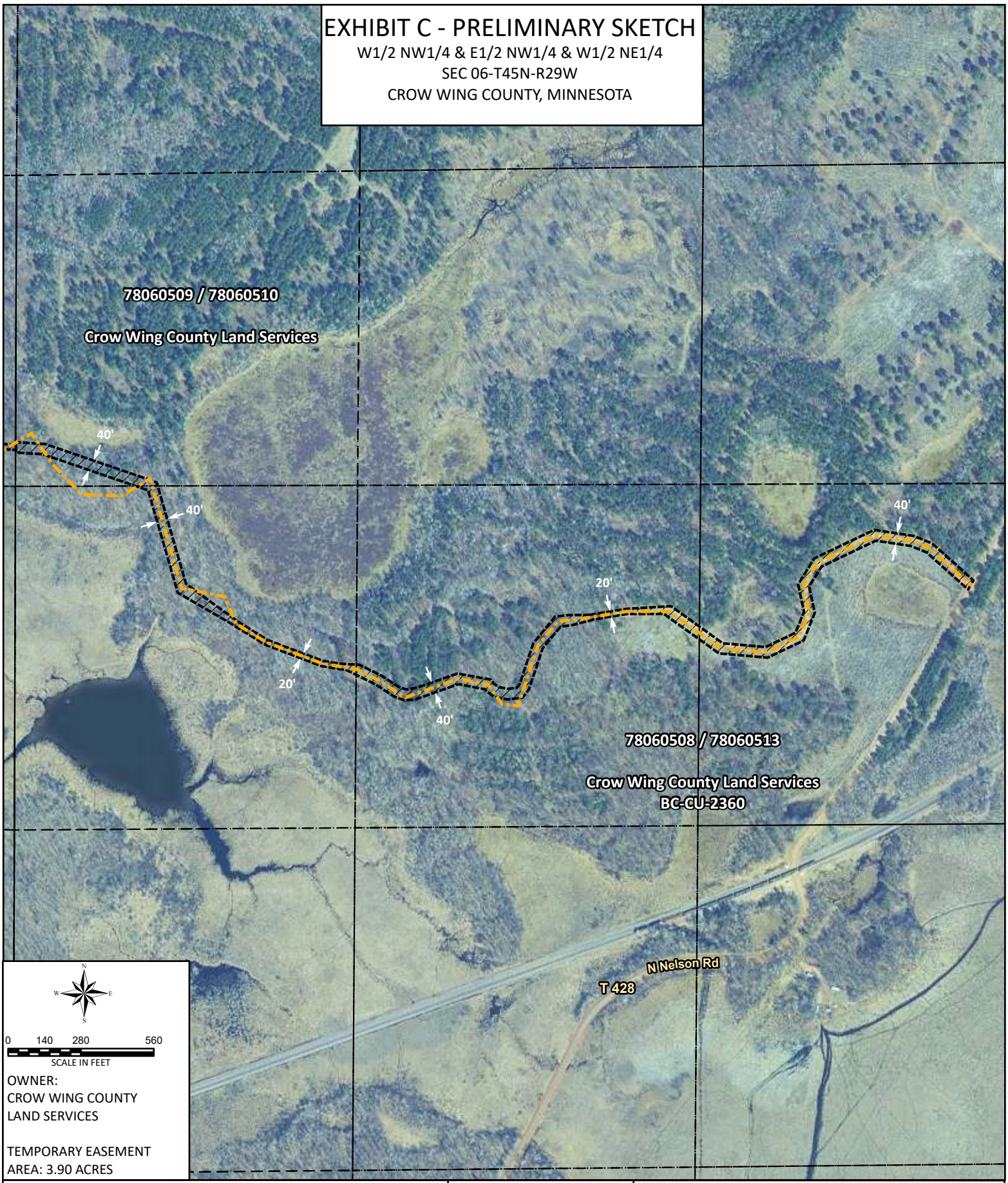
The foregoing instrument was acknowledged before me this ___ day of _____, 202_, by _____ as _____ of the Crow Wing County Board of Commissioners.

_____
Notary Public

Drafted By: Great River Energy
Land Rights Department
12300 Elm Creek Blvd
Maple Grove, MN 55369
(763) 445-5000
(To be returned to same after recording.)

EXHIBIT C - PRELIMINARY SKETCH

W1/2 NW1/4 & E1/2 NW1/4 & W1/2 NE1/4
SEC 06-T45N-R29W
CROW WING COUNTY, MINNESOTA



OWNER:
CROW WING COUNTY
LAND SERVICES

TEMPORARY EASEMENT
AREA: 3.90 ACRES

JCG LAND SERVICES, INC.
224 SOUTH BELL AVE, SUITE A
AMES, IOWA 50010
(515) 382-1698

www.jcgland.com

JCG LAND SERVICES

DRAWN: EASTRIDGE

NORTHLAND RELIABILITY PROJECT

SCALE: 1" = 475'

DATE: 8/18/2026

Dirt Path Access
Property Line
Temporary Easement Area

This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes.

EXHIBIT NOT TO SCALE

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Tom Strack
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Minnesota Power 13L & 158L Rebuild Project

PREVIOUS ACTION:

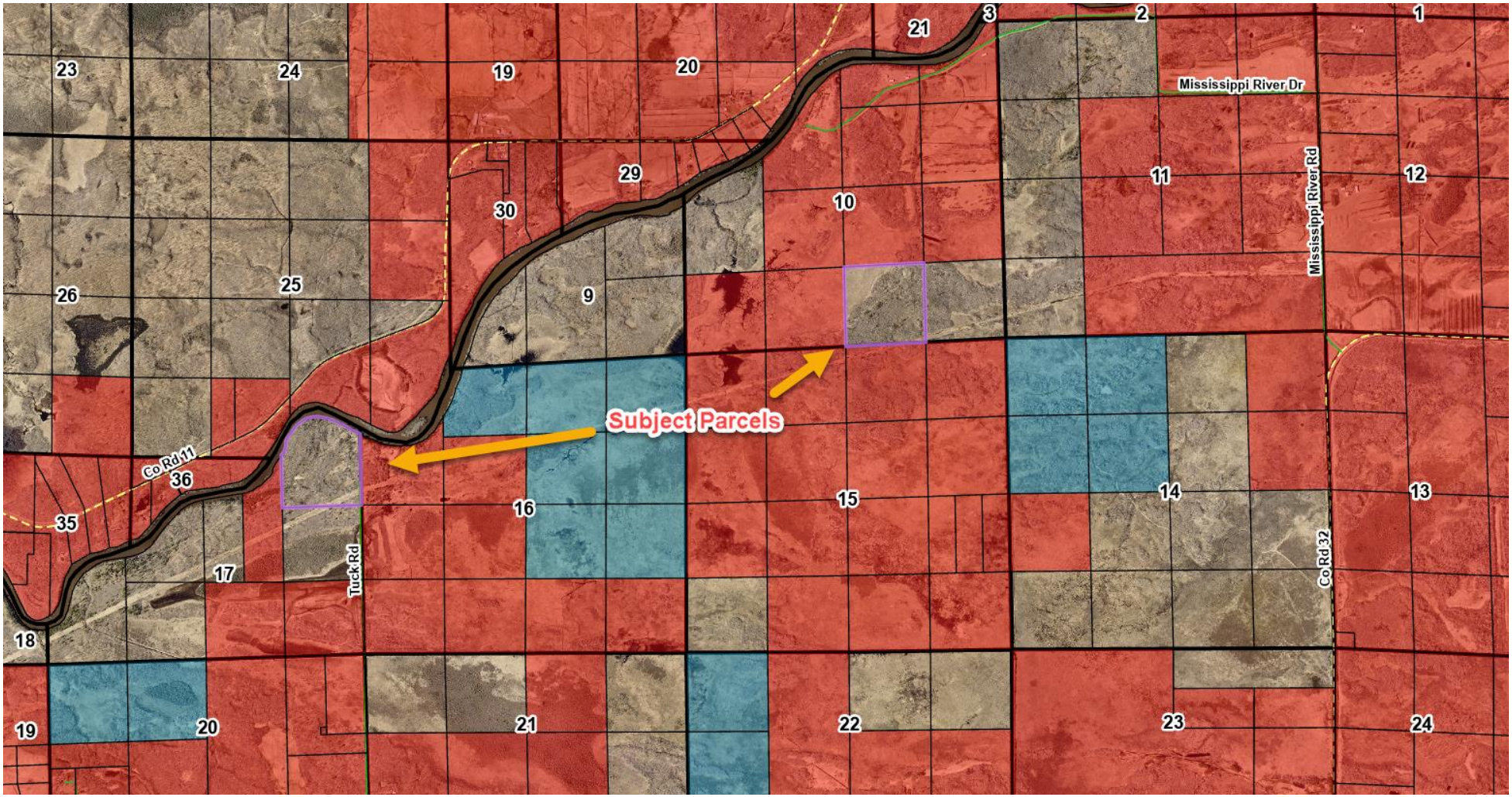
COMMENTS:

- MN Power is requesting Right of Entry over an existing easement help by MN Power to head off future land use disputes and disagreements between MN Power and landowners.
- Fee for the Right of Entry Agreement is $1,000.
- Agreement allows Grantee's to study, survey, inspect, investigate, test, and plan for Grantee's potential use of the Property in connection with the MRC Project.
- The activities that may be conducted by Grantee include, but are not limited to, civil, environmental, biological, cultural resource, and geotechnical and soil borings.
- Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this Agreement, including the filling of any test holes.

RECOMMENDED BOARD ACTION:
To grant Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation, the right to enter the Property, as described on the Right of Entry Agreement, to conduct such evaluations as Grantee determines are reasonably necessary in connection with the permitting and construction of the Maple River- Cuyuna Project and to authorize the Board Chair to sign the Right of Entry Agreement.

Approximate length of presentation:

CROW WING COUNTY
MINNESOTA



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.

Land Services
322 Laurel St
Brainerd, MN 56401

Office: (218) 824-1010
www.crowwing.us

RIGHT OF ENTRY AGREEMENT

This Right of Entry Agreement ("Agreement") is made and entered into as of _____, ("**Effective Date**") by and between **Crow Wing County,** ("**Grantor**"), and Minnesota Power, a division of ALLETE Inc., a Minnesota corporation, its successors and assigns (collectively "**MP**").

Grantor is the owner of certain real property located in **Aitkin** County, Minnesota, described as follows:

See Attached Legal Description

(the "**Property**")

1. In consideration of **One Thousand Dollars** and 00/100 Dollars (**$1000.00**), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant unto MP, its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees a temporary license and non-exclusive right to enter upon the Property to conduct the following inspections including but not limited to surveying, environmental testing, cultural, geotechnical field investigations, engineering, soil borings, and constructability evaluations (collectively the "**Inspections**"). This Agreement grants no easement, leasehold, or ownership interest in the Property.

MP will indemnify, defend, and hold Grantor harmless from all third party claims and damages asserted against Grantor that arise out of any such entry by MP onto the Property or MP's exercise of its rights hereunder, unless the claims or damages are caused by the negligence or intentional misconduct of Grantor, and except that MP shall not have any obligation with respect to any Hazardous Materials[1] located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by MP.

MP will restore the Property to substantially the same condition as the Property was in at the time MP entered the Property pursuant to this Agreement, including the filling of any test holes. Any remediation efforts will be promptly undertaken by MP.

This agreement shall be binding upon Grantor and MP's respective successors and assigns. MP's presentation of or entrance into this Agreement shall not be deemed to limit or otherwise affect any existing rights MP holds in this Property, including without limitation any existing survey or access rights. Grantor shall provide actual notice of this agreement to any prospective successor-in-interest or assignee.

---

[1] "Hazardous Materials" means any substances or materials that may be harmful to people or the environment and/or are regulated by Environmental Laws. This includes things like pollutants, chemicals, petroleum products, radioactive materials, and certain wastes. Environmental Laws include the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §9601 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §1201 et seq.), the Clean Water Act (33 U.S.C. §1321 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Toxic Substances Control Act (33 U.S.C. §1251 et seq.), the Minnesota Environmental Response and Liability Act, and any other federal, state, or local requirement.

MP agrees to pay Grantor a settlement, in an amount to be determined by mutual agreement of the parties at the time of settlement, for the cost to repair any unrestored, direct damages caused by MP to the Property, including to any crops that were growing thereon prior to MP activities. Any dispute as to damages not resolved within 30 days of MP's receipt of a written claim from Grantor shall be submitted to binding arbitration with the arbitrator's decision final and enforceable in any court of competent jurisdiction.

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

This Agreement constitutes the entire agreement between the parties relating to the subject matter and may be amended only in writing signed by both parties.

This Agreement is granted hereunder is limited by the following restrictions requested by Grantor: [Please list None or list restrictions below]

_____

_____

_____

_____

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF, Grantor and MP have executed this Agreement as of the Effective Date first written above.

GRANTOR: Crow Wing County

By: _____
Its: _____

MINNESOTA POWER, a division of ALLETE, Inc., a Minnesota corporation.

By _____
Name: _____
Title: _____

ATTACHED LEGAL DESCRIPTION

Tract: CW-10, 19

SW1/4 of SE1/4, Section 10, Township 47, Range 28, Crow Wing County, Minnesota.

Pin: 8710P005

GOV LOT 1 (SE1/4 OF NE1/4), Section 17, Township 47, Range 28, Crow Wing County, Minnesota.

PIN: 87170508

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Sheriff	NA
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Axon Enterprise Inc. - Quote and Contract

PREVIOUS ACTION:

COMMENTS:
Renewal quote is totaling $1,042,667.28. This quote combines all of the services for both the Sheriff's Office and Jail into one contract. This quote includes a savings of $730,373.88 over the five-year contract.

RECOMMENDED BOARD ACTION:
Authorize entering into a contract between Crow Wing County, Crow Wing County Sheriff's Office and Axon Enterprise, Inc. for the hardware, software, services and warranties related to the Sheriff's Office's and Jail's body cameras, tasers, squad dash cameras and interview room cameras effective November 15, 2026 through November 14, 2031 and the Chair and County Administrator are authorized to sign said contract, subject to review as to form and execution by the County Attorney.

Approximate length of presentation:

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-765847-46281KP

Issued: 09/16/2026

Quote Expiration: 09/29/2026

Estimated Contract Start Date: 11/15/2026

Account Number: 108072

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Crow Wing County Sheriff's Office - MN 304 Laurel St Brainerd, MN 56401-3523 USA	Crow Wing County Sheriff's Office - MN 304 Laurel St Brainerd MN 56401-3523 USA Email: craig.katzenberger@crowwing.gov

SALES REPRESENTATIVE	PRIMARY CONTACT
Kevin Pirehpour Phone: Email: kpirehpour@axon.com Fax:	Craig Katzenberger Phone: (218) 829-4749 Email: craig.katzenberger@crowwing.us Fax: (218) 824-1121

Quote Summary

Program Length	60 Months
TOTAL COST	$1,042,667.28
ESTIMATED TOTAL W/ TAX	$1,042,667.28

Discount Summary

Average Savings Per Year	$146,074.78
TOTAL SAVINGS	$730,373.88

Payment Summary

Date	Subtotal	Tax	Total
Oct 2026	$100,000.00	$0.00	$100,000.00
Jan 2027	$225,000.00	$0.00	$225,000.00
Jan 2028	$179,416.82	$0.00	$179,416.82
Jan 2029	$179,416.82	$0.00	$179,416.82
Jan 2030	$179,416.82	$0.00	$179,416.82
Jan 2031	$179,416.82	$0.00	$179,416.82
Total	**$1,042,667.28**	**$0.00**	**$1,042,667.28**

Quote Unbundled Price:	**$1,773,054.78**
Quote List Price:	**$1,457,800.38**
Quote Subtotal:	**$1,042,667.28**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	Transfer Balance - Software and Services	1	1		$1.00	($30,925.67)	($30,925.67)	$0.00	($30,925.67)
100552	Transfer Balance - Goods	1	1		$1.00	$32,079.07	$32,079.07	$0.00	$32,079.07
IR1CA	Interview Room 1 Camera Standard	1	60	$519.53	$508.05	$508.05	$30,483.00	$0.00	$30,483.00
IR2CA	Interview Room 2 Camera Standard	3	60	$544.20	$476.28	$476.28	$85,730.40	$0.00	$85,730.40
C00032	TASER 10 Certification Standard Plan	50	60	$199.63	$90.99	$72.79	$218,370.00	$0.00	$218,370.00
C00018	Bundle - TASER 7 Certification	22	60	$92.56	$85.58	$54.16	$71,491.20	$0.00	$71,491.20
Fleet3B	Fleet 3 Basic	32	60	$149.74	$166.82	$145.99	$280,300.80	$0.00	$280,300.80
A la Carte Hardware									
73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	1		$248.00	$248.00	$496.00	$0.00	$496.00
73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	1		$1,724.00	$1,724.00	$12,068.00	$0.00	$12,068.00
73309	Axon Body - TAP Refresh 1 - Camera	87	1		$1,122.00	$1,122.00	$97,614.00	$0.00	$97,614.00
H00002	Axon Body 4 Multi-Bay Dock Bundle	7			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00003	Axon Body 4 Single-Bay Dock Bundle	2			$229.00	$0.00	$0.00	$0.00	$0.00
HWCNAB4	Axon Body 4 Connected Hardware Bundle	87			$1,049.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
73686	Axon Evidence - Storage - Axon Device Unlimited	87	60		$32.55	$6.51	$33,982.20	$0.00	$33,982.20
73478	Axon Evidence - Redaction Assistant User License	87	60		$10.85	$10.85	$56,637.00	$0.00	$56,637.00
BasicLicense	Basic License Bundle	118	60		$16.27	$11.38	$80,535.00	$0.00	$80,535.00
ProLicense	Pro License Bundle	9	60		$48.82	$48.75	$26,325.00	$0.00	$26,325.00
A la Carte Services									
102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	1		$6,400.00	$0.00	$0.00	$0.00	$0.00
A la Carte Warranties									
80466	Axon Body - TAP Warranty - Single-Bay Dock	2	32		$5.89	$5.89	$376.96	$0.00	$376.96
80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	32		$22.74	$22.74	$5,093.76	$0.00	$5,093.76
80464	Axon Body - TAP Warranty - Camera	87	32		$15.09	$15.09	$42,010.56	$0.00	$42,010.56
Total							**$1,042,667.28**	**$0.00**	**$1,042,667.28**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	87	1	10/15/2026
Axon Body 4 Connected Hardware Bundle	100147	Axon Body 4 - Camera - First Responder Black Rapidlock US	2	1	10/15/2026
Axon Body 4 Connected Hardware Bundle	100466	Axon Body 4 - Cable - USB-C to USB-C	96	1	10/15/2026
Axon Body 4 Connected Hardware Bundle	100775	Axon Body 4 - Magnetic Disconnect Cable	96	1	10/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Axon Body 4 Connected Hardware Bundle	74028	Axon Body - Mount - Wing Clip Rapidlock	96	1	10/15/2026
Axon Body 4 Multi-Bay Dock Bundle	100206	Axon Body 4 - Dock - Eight-Bay	7	1	10/15/2026
Axon Body 4 Multi-Bay Dock Bundle	70033	Axon Body - Dock Wall Mount - Bracket Assembly	7	1	10/15/2026
Axon Body 4 Multi-Bay Dock Bundle	71019	Axon Body - Dock Powercord - North America	7	1	10/15/2026
Axon Body 4 Single-Bay Dock Bundle	100201	Axon Body 4 - Dock - Single-Bay	2	1	10/15/2026
Axon Body 4 Single-Bay Dock Bundle	71104	Axon Body - Dock/Dataport Powercord - North America	2	1	10/15/2026
Bundle - TASER 7 Certification	100591	Axon TASER - Cleaning Kit	1	1	10/15/2026
Bundle - TASER 7 Certification	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	10/15/2026
Bundle - TASER 7 Certification	20008	Axon TASER 7 - Handle - High VIS Grn Laser Class 3R Ylw	22	1	10/15/2026
Bundle - TASER 7 Certification	20018	Axon TASER - Battery Pack - Tactical	26	1	10/15/2026
Bundle - TASER 7 Certification	20063	Axon TASER 7 - Holster - Safariland RH	22	1	10/15/2026
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	110	1	10/15/2026
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	110	1	10/15/2026
Bundle - TASER 7 Certification	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	44	1	10/15/2026
Bundle - TASER 7 Certification	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	44	1	10/15/2026
Bundle - TASER 7 Certification	22179	Axon TASER 7 - Cartridge - Inert Standoff (3.5-Degree) NS	22	1	10/15/2026
Bundle - TASER 7 Certification	22181	Axon TASER 7 - Cartridge - Inert Close Quart (12-Degree) NS	22	1	10/15/2026
Bundle - TASER 7 Certification	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	10/15/2026
Bundle - TASER 7 Certification	71019	Axon Body - Dock Powercord - North America	1	1	10/15/2026
Bundle - TASER 7 Certification	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	10/15/2026
Bundle - TASER 7 Certification	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	10/15/2026
Bundle - TASER 7 Certification	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	10/15/2026
Fleet 3 Basic	70112	Axon Signal Vehicle	32	1	10/15/2026
Fleet 3 Basic	72036	Axon Fleet 3 - Standard 2 Camera Kit	1	1	10/15/2026
Fleet 3 Basic	72036	Axon Fleet 3 - Standard 2 Camera Kit	32	1	10/15/2026
Interview Room 1 Camera Standard	50118	Axon Interview - Mic - Wired (Standard Mic)	1	1	10/15/2026
Interview Room 1 Camera Standard	50220	Axon Interview - POE Switch - 8 Port	1	1	10/15/2026
Interview Room 1 Camera Standard	50294	Axon Interview - Server - Lite	1	1	10/15/2026
Interview Room 1 Camera Standard	50298	Axon Interview - Camera - Overt Dome	1	1	10/15/2026
Interview Room 1 Camera Standard	50322	Axon Interview - Touch Panel Pro	1	1	10/15/2026
Interview Room 1 Camera Standard	74056	Axon Interview - Touch Panel Wall Mount	1	1	10/15/2026
Interview Room 2 Camera Standard	50114	Axon Interview - Camera - Covert Sensor	3	1	10/15/2026
Interview Room 2 Camera Standard	50118	Axon Interview - Mic - Wired (Standard Mic)	3	1	10/15/2026
Interview Room 2 Camera Standard	50118	Axon Interview - Mic - Wired (Standard Mic)	3	1	10/15/2026
Interview Room 2 Camera Standard	50218	Axon Interview - Camera - Covert Main Unit	3	1	10/15/2026
Interview Room 2 Camera Standard	50220	Axon Interview - POE Switch - 8 Port	3	1	10/15/2026
Interview Room 2 Camera Standard	50294	Axon Interview - Server - Lite	2	1	10/15/2026
Interview Room 2 Camera Standard	50298	Axon Interview - Camera - Overt Dome	3	1	10/15/2026
Interview Room 2 Camera Standard	50322	Axon Interview - Touch Panel Pro	3	1	10/15/2026
Interview Room 2 Camera Standard	74056	Axon Interview - Touch Panel Wall Mount	3	1	10/15/2026
Interview Room 2 Camera Standard	74116	Axon Interview - Covert Enclosure	3	1	10/15/2026
TASER 10 Certification Standard Plan	100122	Axon VR - Headset - Battery	2	1	10/15/2026
TASER 10 Certification Standard Plan	100126	Axon VR - Tactical Bag	2	1	10/15/2026
TASER 10 Certification Standard Plan	100390	Axon TASER 10 - Handle - Yellow Class 3R	1	2	10/15/2026
TASER 10 Certification Standard Plan	100390	Axon TASER 10 - Handle - Yellow Class 3R	50	2	10/15/2026
TASER 10 Certification Standard Plan	100394	Axon TASER 10 - Magazine - Halt Training Blue	4	1	10/15/2026
TASER 10 Certification Standard Plan	100396	Axon TASER 10 - Magazine - Inert Red	30	1	10/15/2026
TASER 10 Certification Standard Plan	100399	Axon TASER 10 - Cartridge - Live	750	1	10/15/2026
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	350	1	10/15/2026
TASER 10 Certification Standard Plan	100401	Axon TASER 10 - Cartridge - Inert	300	1	10/15/2026
TASER 10 Certification Standard Plan	100591	Axon TASER - Cleaning Kit	1	1	10/15/2026
TASER 10 Certification Standard Plan	100611	Axon TASER 10 - Holster - Safariland RH	50	1	10/15/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
TASER 10 Certification Standard Plan	100623	Enhanced Hook-and-Loop Training (Halt) Suit (V2)	1	1	10/15/2026
TASER 10 Certification Standard Plan	100748	Axon VR - Controller - TASER 10	2	1	10/15/2026
TASER 10 Certification Standard Plan	101124	Axon VR - Holster - TASER 10 Blackhawk Gray - RH	2	1	10/15/2026
TASER 10 Certification Standard Plan	101125	Axon VR - Holster - TASER 10 Blackhawk Gray - LH	2	1	10/15/2026
TASER 10 Certification Standard Plan	101455	Axon TASER 10 - Replacement Tool Kit - Interposer Bucket	1	1	10/15/2026
TASER 10 Certification Standard Plan	101456	Axon TASER 10 - Replacement Interposer Bucket	5	1	10/15/2026
TASER 10 Certification Standard Plan	101751	Axon VR - Headset - HTC Focus Vision	2	1	10/15/2026
TASER 10 Certification Standard Plan	101755	Axon TASER 10 - Magazine - Live Duty Black	1	1	10/15/2026
TASER 10 Certification Standard Plan	101755	Axon TASER 10 - Magazine - Live Duty Black	50	1	10/15/2026
TASER 10 Certification Standard Plan	101757	Axon TASER 10 - Magazine - Live Training Purple	30	1	10/15/2026
TASER 10 Certification Standard Plan	102186	Axon TASER 10 - Command Box	1	1	10/15/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	50	1	10/15/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	5	1	10/15/2026
TASER 10 Certification Standard Plan	20018	Axon TASER - Battery Pack - Tactical	1	1	10/15/2026
TASER 10 Certification Standard Plan	70033	Axon Body - Dock Wall Mount - Bracket Assembly	1	1	10/15/2026
TASER 10 Certification Standard Plan	71019	Axon Body - Dock Powercord - North America	1	1	10/15/2026
TASER 10 Certification Standard Plan	74200	Axon TASER - Dock - Six-Bay Plus Core	1	1	10/15/2026
TASER 10 Certification Standard Plan	80087	Axon TASER - Target - Conductive Professional Ruggedized	1	1	10/15/2026
TASER 10 Certification Standard Plan	80090	Axon TASER - Target Frame - Professional 27.5 in X 75 in	1	1	10/15/2026
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	44	1	10/15/2027
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	44	1	10/15/2027
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	250	1	10/15/2027
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	44	1	10/15/2028
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	44	1	10/15/2028
Bundle - TASER 7 Certification	22177	Axon TASER 7 - Cartridge - Halt Standoff NS	44	1	10/15/2028
Bundle - TASER 7 Certification	22178	Axon TASER 7 - Cartridge - Halt Close Quart NS	44	1	10/15/2028
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	250	1	10/15/2028
A la Carte	73309	Axon Body - TAP Refresh 1 - Camera	87	1	02/15/2029
A la Carte	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	1	02/15/2029
A la Carte	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	1	02/15/2029
TASER 10 Certification Standard Plan	101012	Axon VR - TAP Refresh 1 - TASER Controller	2	1	04/15/2029
TASER 10 Certification Standard Plan	20373	Axon VR - TAP Refresh 1 - Headset	2	1	04/15/2029
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	44	1	10/15/2029
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	44	1	10/15/2029
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	250	1	10/15/2029
Bundle - TASER 7 Certification	22175	Axon TASER 7 - Cartridge - Live Standoff (3.5-Degree) NS	44	1	10/15/2030
Bundle - TASER 7 Certification	22176	Axon TASER 7 - Cartridge - Live Close Quart (12-Degree) NS	44	1	10/15/2030
TASER 10 Certification Standard Plan	100400	Axon TASER 10 - Cartridge - Halt	250	1	10/15/2030
TASER 10 Certification Standard Plan	20242	Axon TASER - Certification Program Year 6-10 Hardware	50	1	10/15/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	118	11/15/2026	11/14/2031
Basic License Bundle	73840	Axon Evidence - License - Basic	118	11/15/2026	11/14/2031
Bundle - TASER 7 Certification	101180	Axon TASER - Data Science Program	22	11/15/2026	11/14/2031
Bundle - TASER 7 Certification	20248	Axon TASER - Evidence.Com License	1	11/15/2026	11/14/2031
Bundle - TASER 7 Certification	20248	Axon TASER - Evidence.Com License	22	11/15/2026	11/14/2031
Fleet 3 Basic	80400	Axon Evidence - Fleet Vehicle License	32	11/15/2026	11/14/2031
Fleet 3 Basic	80410	Axon Evidence - Storage - Fleet 1 Camera Unlimited	64	11/15/2026	11/14/2031
Interview Room 1 Camera Standard	50037	Axon Interview - Client Software - Per Touch Panel-PC	1	11/15/2026	11/14/2031
Interview Room 1 Camera Standard	50039	Axon Interview - Client Software - Maint. Per Touch Panel	1	11/15/2026	11/14/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	50041	Axon Interview - Streaming Server License - Per Server	2	11/15/2026	11/14/2031
Interview Room 1 Camera Standard	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	11/15/2026	11/14/2031
Interview Room 1 Camera Standard	50045	Axon Evidence - Storage - Interview Room Unlimited	1	11/15/2026	11/14/2031
Interview Room 1 Camera Standard	73840	Axon Evidence - License - Basic	1	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	50037	Axon Interview - Client Software - Per Touch Panel-PC	3	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	50039	Axon Interview - Client Software - Maint. Per Touch Panel	3	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	50041	Axon Interview - Streaming Server License - Per Server	2	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	50043	Axon Interview - Streaming Server Maintenance - Per Server	2	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	50045	Axon Evidence - Storage - Interview Room Unlimited	6	11/15/2026	11/14/2031
Interview Room 2 Camera Standard	73840	Axon Evidence - License - Basic	1	11/15/2026	11/14/2031
Pro License Bundle	73683	Axon Evidence - Storage - 10GB A La Carte	27	11/15/2026	11/14/2031
Pro License Bundle	73746	Axon Evidence - License - Pro	9	11/15/2026	11/14/2031
TASER 10 Certification Standard Plan	101180	Axon TASER - Data Science Program	50	11/15/2026	11/14/2031
TASER 10 Certification Standard Plan	101703	Axon VR - User Access - TASER Skills	50	11/15/2026	11/14/2031
TASER 10 Certification Standard Plan	20248	Axon TASER - Evidence.Com License	50	11/15/2026	11/14/2031
TASER 10 Certification Standard Plan	20248	Axon TASER - Evidence.Com License	1	11/15/2026	11/14/2031
A la Carte	73478	Axon Evidence - Redaction Assistant User License	87	11/15/2026	11/14/2031
A la Carte	73686	Axon Evidence - Storage - Axon Device Unlimited	87	11/15/2026	11/14/2031

Services

Bundle	Item	Description	QTY
Bundle - TASER 7 Certification	101193	Axon TASER - On Demand Certification	22
Bundle - TASER 7 Certification	20246	Axon TASER 7 - Replacement Access Program - Duty Cartridge	22
Fleet 3 Basic	73391	Axon Fleet 3 - Deployment Per Vehicle - Not Oversized	32
Interview Room 1 Camera Standard	85170	Axon Interview - Installation - Standard (Per Room)	1
Interview Room 2 Camera Standard	85170	Axon Interview - Installation - Standard (Per Room)	3
TASER 10 Certification Standard Plan	100751	Axon TASER 10 - Replacement Access Program - Duty Cartridge	50
TASER 10 Certification Standard Plan	101193	Axon TASER - On Demand Certification	50
A la Carte	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 1 Camera Standard	101648	Axon Interview - Ext Warranty - 5 Years	1		
Interview Room 2 Camera Standard	101648	Axon Interview - Ext Warranty - 5 Years	3		
Bundle - TASER 7 Certification	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	26	10/15/2027	11/14/2031
Bundle - TASER 7 Certification	80395	Axon TASER 7 - Ext Warranty - Handle	22	10/15/2027	11/14/2031
Bundle - TASER 7 Certification	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	10/15/2027	11/14/2031
Fleet 3 Basic	80379	Axon Signal - Ext Warranty - Signal Vehicle	32	10/15/2027	11/14/2031
Fleet 3 Basic	80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	1	10/15/2027	11/14/2031
Fleet 3 Basic	80495	Axon Fleet 3 - Ext Warranty - 2 Camera Kit	32	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	100197	Axon VR - Ext Warranty - Headset	2	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	100704	Axon TASER 10 - Ext Warranty - Handle	1	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	100704	Axon TASER 10 - Ext Warranty - Handle	50	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	101007	Axon VR - Ext Warranty - TASER Controller	2	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	50	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	5	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	80374	Axon TASER - Ext Warranty - Battery Pack T7/T10	1	10/15/2027	11/14/2031
TASER 10 Certification Standard Plan	80396	Axon TASER - Ext Warranty - Dock Six-Bay T7/T10	1	10/15/2027	11/14/2031
A la Carte	80464	Axon Body - TAP Warranty - Camera	87	03/15/2029	11/14/2031
A la Carte	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	03/15/2029	11/14/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	03/15/2029	11/14/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	304 Laurel St	Brainerd	MN	56401-3523	USA
2	304 Laurel St	Brainerd	MN	56401-3523	USA

Payment Details

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	Transfer Balance - Goods	1	$32,079.07	$0.00	$32,079.07
Transfer Value	100553	Transfer Balance - Software and Services	1	($30,925.67)	$0.00	($30,925.67)
Year 1 - A	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 1 - A	73309	Axon Body - TAP Refresh 1 - Camera	87	$9,264.16	$0.00	$9,264.16
Year 1 - A	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$47.07	$0.00	$47.07
Year 1 - A	73478	Axon Evidence - Redaction Assistant User License	87	$5,375.23	$0.00	$5,375.23
Year 1 - A	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$3,225.14	$0.00	$3,225.14
Year 1 - A	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$1,145.33	$0.00	$1,145.33
Year 1 - A	80464	Axon Body - TAP Warranty - Camera	87	$3,987.08	$0.00	$3,987.08
Year 1 - A	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$483.43	$0.00	$483.43
Year 1 - A	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$35.78	$0.00	$35.78
Year 1 - A	BasicLicense	Basic License Bundle	118	$7,643.31	$0.00	$7,643.31
Year 1 - A	C00018	Bundle - TASER 7 Certification	22	$6,785.00	$0.00	$6,785.00
Year 1 - A	C00032	TASER 10 Certification Standard Plan	50	$20,724.78	$0.00	$20,724.78
Year 1 - A	Fleet3B	Fleet 3 Basic	32	$26,602.41	$0.00	$26,602.41
Year 1 - A	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 1 - A	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 1 - A	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 1 - A	IR1CA	Interview Room 1 Camera Standard	1	$2,893.06	$0.00	$2,893.06
Year 1 - A	IR2CA	Interview Room 2 Camera Standard	3	$8,136.40	$0.00	$8,136.40
Year 1 - A	ProLicense	Pro License Bundle	9	$2,498.42	$0.00	$2,498.42
Total				**$100,000.00**	**$0.00**	**$100,000.00**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - B	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 1 - B	73309	Axon Body - TAP Refresh 1 - Camera	87	$21,087.80	$0.00	$21,087.80
Year 1 - B	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$107.16	$0.00	$107.16
Year 1 - B	73478	Axon Evidence - Redaction Assistant User License	87	$12,235.38	$0.00	$12,235.38
Year 1 - B	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$7,341.23	$0.00	$7,341.23
Year 1 - B	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$2,607.07	$0.00	$2,607.07
Year 1 - B	80464	Axon Body - TAP Warranty - Camera	87	$9,075.61	$0.00	$9,075.61
Year 1 - B	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$1,100.42	$0.00	$1,100.42
Year 1 - B	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$81.43	$0.00	$81.43
Year 1 - B	BasicLicense	Basic License Bundle	118	$17,398.11	$0.00	$17,398.11
Year 1 - B	C00018	Bundle - TASER 7 Certification	22	$15,444.36	$0.00	$15,444.36
Year 1 - B	C00032	TASER 10 Certification Standard Plan	50	$47,174.79	$0.00	$47,174.79
Year 1 - B	Fleet3B	Fleet 3 Basic	32	$60,553.87	$0.00	$60,553.87
Year 1 - B	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 1 - B	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - B	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 1 - B	IR1CA	Interview Room 1 Camera Standard	1	$6,585.28	$0.00	$6,585.28
Year 1 - B	IR2CA	Interview Room 2 Camera Standard	3	$18,520.46	$0.00	$18,520.46
Year 1 - B	ProLicense	Pro License Bundle	9	$5,687.03	$0.00	$5,687.03
Total				**$225,000.00**	**$0.00**	**$225,000.00**

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 2	73309	Axon Body - TAP Refresh 1 - Camera	87	$16,815.50	$0.00	$16,815.50
Year 2	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$85.44	$0.00	$85.44
Year 2	73478	Axon Evidence - Redaction Assistant User License	87	$9,756.60	$0.00	$9,756.60
Year 2	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$5,853.96	$0.00	$5,853.96
Year 2	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$2,078.90	$0.00	$2,078.90
Year 2	80464	Axon Body - TAP Warranty - Camera	87	$7,236.97	$0.00	$7,236.97
Year 2	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$877.47	$0.00	$877.47
Year 2	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$64.94	$0.00	$64.94
Year 2	BasicLicense	Basic License Bundle	118	$13,873.39	$0.00	$13,873.39
Year 2	C00018	Bundle - TASER 7 Certification	22	$12,315.40	$0.00	$12,315.40
Year 2	C00032	TASER 10 Certification Standard Plan	50	$37,617.69	$0.00	$37,617.69
Year 2	Fleet3B	Fleet 3 Basic	32	$48,286.13	$0.00	$48,286.13
Year 2	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 2	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 2	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 2	IR1CA	Interview Room 1 Camera Standard	1	$5,251.16	$0.00	$5,251.16
Year 2	IR2CA	Interview Room 2 Camera Standard	3	$14,768.38	$0.00	$14,768.38
Year 2	ProLicense	Pro License Bundle	9	$4,534.89	$0.00	$4,534.89
Total				**$179,416.82**	**$0.00**	**$179,416.82**

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 3	73309	Axon Body - TAP Refresh 1 - Camera	87	$16,815.51	$0.00	$16,815.51
Year 3	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$85.44	$0.00	$85.44
Year 3	73478	Axon Evidence - Redaction Assistant User License	87	$9,756.60	$0.00	$9,756.60
Year 3	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$5,853.95	$0.00	$5,853.95
Year 3	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$2,078.90	$0.00	$2,078.90
Year 3	80464	Axon Body - TAP Warranty - Camera	87	$7,236.97	$0.00	$7,236.97
Year 3	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$877.48	$0.00	$877.48
Year 3	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$64.94	$0.00	$64.94
Year 3	BasicLicense	Basic License Bundle	118	$13,873.40	$0.00	$13,873.40
Year 3	C00018	Bundle - TASER 7 Certification	22	$12,315.50	$0.00	$12,315.50
Year 3	C00032	TASER 10 Certification Standard Plan	50	$37,617.56	$0.00	$37,617.56
Year 3	Fleet3B	Fleet 3 Basic	32	$48,286.11	$0.00	$48,286.11
Year 3	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 3	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 3	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 3	IR1CA	Interview Room 1 Camera Standard	1	$5,251.15	$0.00	$5,251.15
Year 3	IR2CA	Interview Room 2 Camera Standard	3	$14,768.42	$0.00	$14,768.42
Year 3	ProLicense	Pro License Bundle	9	$4,534.89	$0.00	$4,534.89
Total				**$179,416.82**	**$0.00**	**$179,416.82**

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 4	73309	Axon Body - TAP Refresh 1 - Camera	87	$16,815.61	$0.00	$16,815.61
Year 4	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$85.45	$0.00	$85.45
Year 4	73478	Axon Evidence - Redaction Assistant User License	87	$9,756.59	$0.00	$9,756.59
Year 4	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$5,853.96	$0.00	$5,853.96
Year 4	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$2,078.90	$0.00	$2,078.90
Year 4	80464	Axon Body - TAP Warranty - Camera	87	$7,236.96	$0.00	$7,236.96
Year 4	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$877.48	$0.00	$877.48
Year 4	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$64.93	$0.00	$64.93
Year 4	BasicLicense	Basic License Bundle	118	$13,873.39	$0.00	$13,873.39
Year 4	C00018	Bundle - TASER 7 Certification	22	$12,315.41	$0.00	$12,315.41
Year 4	C00032	TASER 10 Certification Standard Plan	50	$37,617.58	$0.00	$37,617.58
Year 4	Fleet3B	Fleet 3 Basic	32	$48,286.14	$0.00	$48,286.14
Year 4	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 4	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 4	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 4	IR1CA	Interview Room 1 Camera Standard	1	$5,251.18	$0.00	$5,251.18
Year 4	IR2CA	Interview Room 2 Camera Standard	3	$14,768.36	$0.00	$14,768.36
Year 4	ProLicense	Pro License Bundle	9	$4,534.88	$0.00	$4,534.88
Total				**$179,416.82**	**$0.00**	**$179,416.82**

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	102597	TASER CEW + VR Instructor Cert + VR Implementation (2-Day)	1	$0.00	$0.00	$0.00
Year 5	73309	Axon Body - TAP Refresh 1 - Camera	87	$16,815.42	$0.00	$16,815.42
Year 5	73313	Axon Body - TAP Refresh 1 - Dock Single-Bay	2	$85.44	$0.00	$85.44
Year 5	73478	Axon Evidence - Redaction Assistant User License	87	$9,756.60	$0.00	$9,756.60
Year 5	73686	Axon Evidence - Storage - Axon Device Unlimited	87	$5,853.96	$0.00	$5,853.96
Year 5	73689	Axon Body - TAP Refresh 1 - Dock Multi-Bay	7	$2,078.90	$0.00	$2,078.90
Year 5	80464	Axon Body - TAP Warranty - Camera	87	$7,236.97	$0.00	$7,236.97
Year 5	80465	Axon Body - TAP Warranty - Multi-Bay Dock	7	$877.48	$0.00	$877.48
Year 5	80466	Axon Body - TAP Warranty - Single-Bay Dock	2	$64.94	$0.00	$64.94
Year 5	BasicLicense	Basic License Bundle	118	$13,873.40	$0.00	$13,873.40
Year 5	C00018	Bundle - TASER 7 Certification	22	$12,315.53	$0.00	$12,315.53
Year 5	C00032	TASER 10 Certification Standard Plan	50	$37,617.60	$0.00	$37,617.60
Year 5	Fleet3B	Fleet 3 Basic	32	$48,286.14	$0.00	$48,286.14
Year 5	H00002	Axon Body 4 Multi-Bay Dock Bundle	7	$0.00	$0.00	$0.00
Year 5	H00003	Axon Body 4 Single-Bay Dock Bundle	2	$0.00	$0.00	$0.00
Year 5	HWCNAB4	Axon Body 4 Connected Hardware Bundle	87	$0.00	$0.00	$0.00
Year 5	IR1CA	Interview Room 1 Camera Standard	1	$5,251.17	$0.00	$5,251.17
Year 5	IR2CA	Interview Room 2 Camera Standard	3	$14,768.38	$0.00	$14,768.38
Year 5	ProLicense	Pro License Bundle	9	$4,534.89	$0.00	$4,534.89
Total				**$179,416.82**	**$0.00**	**$179,416.82**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-375730, Q-504194, Q-518218, Q-392995, Q-405057, Q-491887, Q-617504, Q-649785, Q-649941, Q-443591, Q-491482, Q-781814, Q-552875, Q-562835, Q-649989, Q-627665

Agency is terminating those contracts effective 11/15/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of $1,153.40

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/16/2026



REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Sheriff	Eric Klang
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Budget Amendment - Squad Unit 6813

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Accept and approve the budget amendment dated September 2, 2026, allowing the Crow Wing County Sheriff's Office to upfit the additional squad added to the fleet with a one-time expense in the amount of $19,542.93. The remaining expenses will be offset with insurance proceeds of $13,201.84 from the August 6, 2026, accident which totaled squad unit 6813.

Approximate length of presentation:

Budget Amendment Form
Crow Wing County

Amendment Title: Unit 6813 Equipment
Project Number: 2402628
Date Requested: 9/2/26
Project Category: Fleet
Department: Sheriff's Office
Mandated? No
If yes, list State Statute:

☑ **One time Revenue/Expenditure change**

☐ **Ongoing Revenue/Expenditure change**

Summary of Amendment:	**Increase**	**Decrease**	**No Change**
Property tax levy	☐	☐	☐
Fees	☑	☐	☐
Grant revenue	☐	☐	☐
Expenditures	☑	☐	☐

To calculate totals after filling out, press CTRL+A then press F9.	**Dollars**				
Year:	**2026**	**2027**	**2028**	**2029**	**2030**
REVENUES:					
Fee Revenue – Increase/(Decrease)	$16,004.06				
Grant Revenue – Increase/(Decrease)					
TOTAL REVENUES	**$16,004.06**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
EXPENDITURES:					
Operating – Increase/(Decrease)					
Capital – Increase/(Decrease)	$35,546.99				
TOTAL EXPENDITURES	**$35,546.99**	**$ 0**	**$ 0**	**$ 0**	**$ 0**
LESS: What can be absorbed in your current operating or capital budget?					
TOTAL COST/SAVINGS OF AMENDMENT:	**$19,542.93**	**$ 0**	**$ 0**	**$ 0**	**$ 0**

A

Budget Amendment Form
Crow Wing County

Summary of amendment request:

On 8/6/26 Unit 6813 (2020 Ford Interceptor Utility) was involved in an accident and was deemed a total loss by insurance. We are now utilizing the additional vehicle added to the fleet this year which was approved to be purchased via funding received from the federally funded Task Force Officer Program. Unfortunately, the equipment from Unit 6813 is not compatible with the new 2026 Chevrolet Tahoe. So, we now need to upfit this vehicle with new equipment. These expenditures of equipment and upfitting will be offset by the insurance proceeds from the totaled Unit 6813 as well as the dollars remaining in Project 2402628 after the purchase of the 2026 Chevrolet Tahoe.

Project expenses and reductions include:

- Autosmith Equipment & Upfitting = $28,656.28
- Radar = $3,526.00
- Cradlepoint = $1,672.00
- 5% Contingency = $1,692.71
- Less Insurance Proceeds = $13,201.84
- Less Remaining Funds in Project 2402628 = $2,802.22
- **Total Not to exceed $19,542.93**

Long term cost / (savings) considerations (tails):

Fully equipping the ready-reserve patrol vehicle provides long-term cost protection by minimizing service gaps and operational delays when existing patrol units are involved in accidents or require extended repairs. By maintaining an immediately deployable replacement vehicle, the department reduces reliance on temporary alternatives and avoids productivity losses that can occur during insurance or repair-related wait times.

Effect on other departments (Countywide):

The addition of a ready-reserve patrol vehicle is expected to improve overall public safety responsiveness, which benefits the county as a whole without creating additional operational demands on other departments.

Quantify the benefit (customers, staff, processes, environment, etc.):

The addition of a ready-reserve Tahoe PPV significantly shortens the time required to return a damaged squad to operational status by eliminating board-approval delays and equipment lead times, which can otherwise extend several weeks or months. This improved readiness enhances response capability and ensures uninterrupted public safety services. Operational processes also benefit through reduced

Budget Amendment Form
Crow Wing County

administrative workload related to emergency procurement, fewer temporary operational adjustments, and a streamlined response when fleet failures occur.

Revenue/Expenditure assumptions used in calculating amendment:

We will be utilizing the insurance proceeds from the totaled Unit 6813, $13,201.84, as well as the dollars remaining in Project 2402628 after the purchase of the 2026 Chevrolet Tahoe which totals $2,802.22. This reduces the total ask to $19,542.93.

References and sources:

Estimates from Autosmith and Stalker for equipment and upfitting.

If a new project, please provide the following information for Financial Services:

Organization Code: 43200210

Object Code: 66400

Capital: ☑ or Non-Capital: ☐

Senior Manager Approval: *Chief Deputy Andy Bradley*

Date: 09/02/2026

Finance Approval: Nancy Malecha

Date: 09/03/2026

I have reviewed this Budget Amendment for accuracy, consistency, and content.

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Loan Agreement with the North Long Lake Sanitary Sewer District

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:

Approve the loan agreement between Crow Wing County and the North Long Lake Sanitary Sewer District and authorize the county administrator to sign said agreement.

Approximate length of presentation:

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into this _____ day of _____, 2026 (the "Agreement"), by and between the **County of Crow Wing** ("County"), and the **North Long Lake Sanitary Sewer District** ("NLLSSD").

RECITALS

A. NLLSSD was created pursuant to Minnesota Statutes, Section 116A.02, subdivision 4, by resolution adopted by the Crow Wing County Board of Commissioners on February 21, 1979. On September 16, 2013, a Court Order was issued authorizing the County to acquire, construct, finance, operate, and maintain the NLLSSD system, exercising all the rights and authority and performing the duties of a statutory city under Minnesota Statutes, Chapters 117, 412, 429, and 475, and Minnesota Statutes, Sections 115.46, 444.075, and 471.59 (the "Court Order").

B. Pursuant to Minnesota Statutes, Section 116A.24, subdivision 2(h), NLLSSD may exercise any of the powers given to the County Board under Minnesota Statutes, Section 116A.01, subdivision 2, including the power to collect charges as provided in Minnesota Statutes, Section 444.075. NLLSSD is further authorized to issue obligations for any lawful purpose under Minnesota Statutes, Section 116A.24, subdivision 3(b).

C. The Minnesota Pollution Control Agency ("MPCA") is now requiring NLLSSD to make improvements to install a heating unit and recycling pump to reduce nitrogen in the system. MPCA is referring to this as Phase I of the system improvement process ("Phase I SIP").

D. The County is authorized pursuant to the Court Order and Minn. Stat. Section 475.61 to issue obligations to finance Phase I SIP and such obligations may be payable from special assessments or net revenues derived from the service charges.

E. The County, acting as the Unorganized Territory Board, desires to provide financing to NLLSSD to support the implementation of Phase I SIP, and NLLSSD desires to borrow such funds from the County subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and NLLSSD agree as follows:

1. **Loan Amount.** The County agrees to loan to NLLSSD the principal sum of $150,000.00 (the "Loan").

2. **Use of Loan Proceeds.** NLLSSD shall use the Loan proceeds solely for the purpose of financing Phase I SIP and for no other purpose without prior written approval of the County.

3. **Term and Interest Rate.** The Loan shall accrue interest at a rate of 3.7% per annum, commencing on the date funds are first disbursed. The term of the Loan shall be 20 years, unless otherwise modified by written agreement of the parties.

4. **Repayment.** NLLSD shall levy assessments against properties benefitted by Phase I SIP as soon as practicable after Phase I SIP is completed. NLLSSD authorizes and directs the County to collect the sewer service charges charged by the NLLSSD and the assessments levied against properties benefitted by Phase I SIP. In addition, if NLLSSD does not levy an assessment against properties benefitted by Phase I SIP as soon as practicable after Phase I SIP is completed, the County shall levy the assessments against properties benefitted by Phase I SIP.

5. **Security.** This Loan shall be secured by special assessments pursuant to Minn. Stat. 444.075.

6. **Covenants of NLLSSD.** NLLSSD agrees to (a) Maintain system charges sufficient to meet its financial obligations, consistent with Minn. Stat. § 444.075; (b) Maintain accounting records and provide financial reports to the County upon request; and (c) Comply with all applicable state laws governing sanitary sewer districts.

7. **Default.** Upon default, the County may declare the entire unpaid principal and interest immediately due and payable. Events of default include: (a) Failure to make any payment when due; (b) Failure to comply with any term of this Agreement; or (c) Insolvency or inability to meet financial obligations. The NLLSSD shall pay the County for any other expenses or fees incurred by the County (including any fees of legal counsel and third-party consultants) with respect to this Agreement or Phase I SIP, including but not limited to costs incurred for disclosure duties or financial reporting associated with an audit.

8. **Disputes and Remedies**. The County and NLLSSD agree as follows:

8.1 *Negotiation*. When a disagreement over interpretation of any provision of this Agreement shall arise, the respective County and NLLSSD will direct staff members as they

deem appropriate to meet at least once at a mutually convenient time and place to attempt to resolve the dispute through negotiation.

8.2 *Adjudication*. When the parties to this Agreement are unable to resolve disputes, claims or counterclaims, or are unable to negotiate an interpretation of any provision of this Agreement, either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Agreement, the non-violating, non-defaulting, or non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms.

9. **Waiver.** The waiver of any of the rights or remedies arising under this agreement in any one or more occasions by a party shall not constitute a waiver of any rights or remedies in respect to any subsequent breach of terms of this agreement. The rights and remedies provided or referred to in this agreement are cumulative and not mutually exclusive.

10. **Amendments.** An Alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by all parties.

11. **Severability**. The provisions of this Agreement are severable. If any provision herein is, for any reason, held by a court of competent jurisdiction to be invalid, contrary to law, or unenforceable, such decision shall not affect the remaining provisions of this Agreement.

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

13. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties and supersedes all prior written or oral negotiations or agreements pertaining to the Loan of funds provided herein.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on their behalf by their authorized representatives as of the date first written above.

CROW WING COUNTY

By: _____
Name: _____
Title: _____
Date: _____

NORTH LONG LAKE SANITARY SEWER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Community Services	Taylor Lesmeister
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Resolution Declaring a Public Health Nuisance at 36116 Silver Peak Rd, Crosslake, MN 56442

PREVIOUS ACTION:
An initial abatement notice was sent on June 2nd, 2026, with a deadline of June 12th, 2026.

No previous action has been taken by the county board.

COMMENTS:
After receiving the initial public health abatement notice in June the property owners began remediation of the property and had a load of junk taken to the dump. However, since then, progress has stalled and our department has continued to receive complaints about the property. Additional site visits have verified that the public health nuisance still exists.

RECOMMENDED BOARD ACTION:
Approve use of solid waste funds to abate the public health nuisance.

Approximate length of presentation:


331.52
IDEAL
375.58
443.32
6813068

Pictures Taken 9/1/2026:









BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION DECLARING A PUBLIC HEALTH NUISANCE AT 36116 SILVER PEAK ROAD, CROSSLAKE, MN 56442

WHEREAS, Crow Wing County Public Health learned of a potential public health nuisance located at 36116 Silver Peak Road, Crosslake, MN 56442. Parcel # 68130669 (hereinafter the "Property); and,

WHEREAS, Crow Wing County Public Health viewed the property during multiple site inspections as well as digital images available on GIS mapping for Crow Wing County; and,

WHEREAS, County property records indicate the property is owned by Catherine Isaacs (hereinafter "Property Owner"); and,

WHEREAS, there is an accumulation garbage, containers holding stagnant water, along with soft sided items including but not limited to mattresses, carpet, and clothing which provides a breeding ground and haven for vermin and other animals, all of which are known to spread diseases that are injurious and a threat to the public health; and,

WHEREAS, the Property Owner was provided a Public Health Nuisance Abatement notice by letter dated September 8th, 2026, with a deadline of September 17th, 2026; and,

WHEREAS, the Property Owner has failed to remediate the public health concerns; and,

WHEREAS, Crow Wing County Public Health has the responsibility for preventing and controlling the spread of disease throughout the County; and,

WHEREAS, the Property is located within Crow Wing County and is subject to the authority of the Crow Wing County Community Health Board.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The property located at 36116 Silver Peak Road, Crosslake, MN 56442, hereby constitutes a public health nuisance under Minn. Stat. §145A.04, subd. 8.
2. Crow Wing County Public Health shall comply with Minn. Statute and abate the Property at the Property Owner's expense.
3. The total cost for the Abatement shall be charged and assessed against the Property pursuant to the provisions and methods set for in Minn. Stat. §145A.08.

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 < >, 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 <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Adney Exchange Holding Co LLC – Adney Lake Conservancy – Final Plat

PREVIOUS ACTION:

June 18, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Adney Lake Conservancy” to the County Board of Commissioners.

July 14, 2026 – County Board of Commissioners approved the preliminary plat

COMMENTS:

Legal Description: Government Lot 1

Section 32 Township 137 Range 26

Fairfield Township

PID 60320512

RECOMMENDED BOARD ACTION:

Approve the final plat of “Adney Lake Conservancy” with 2 lots

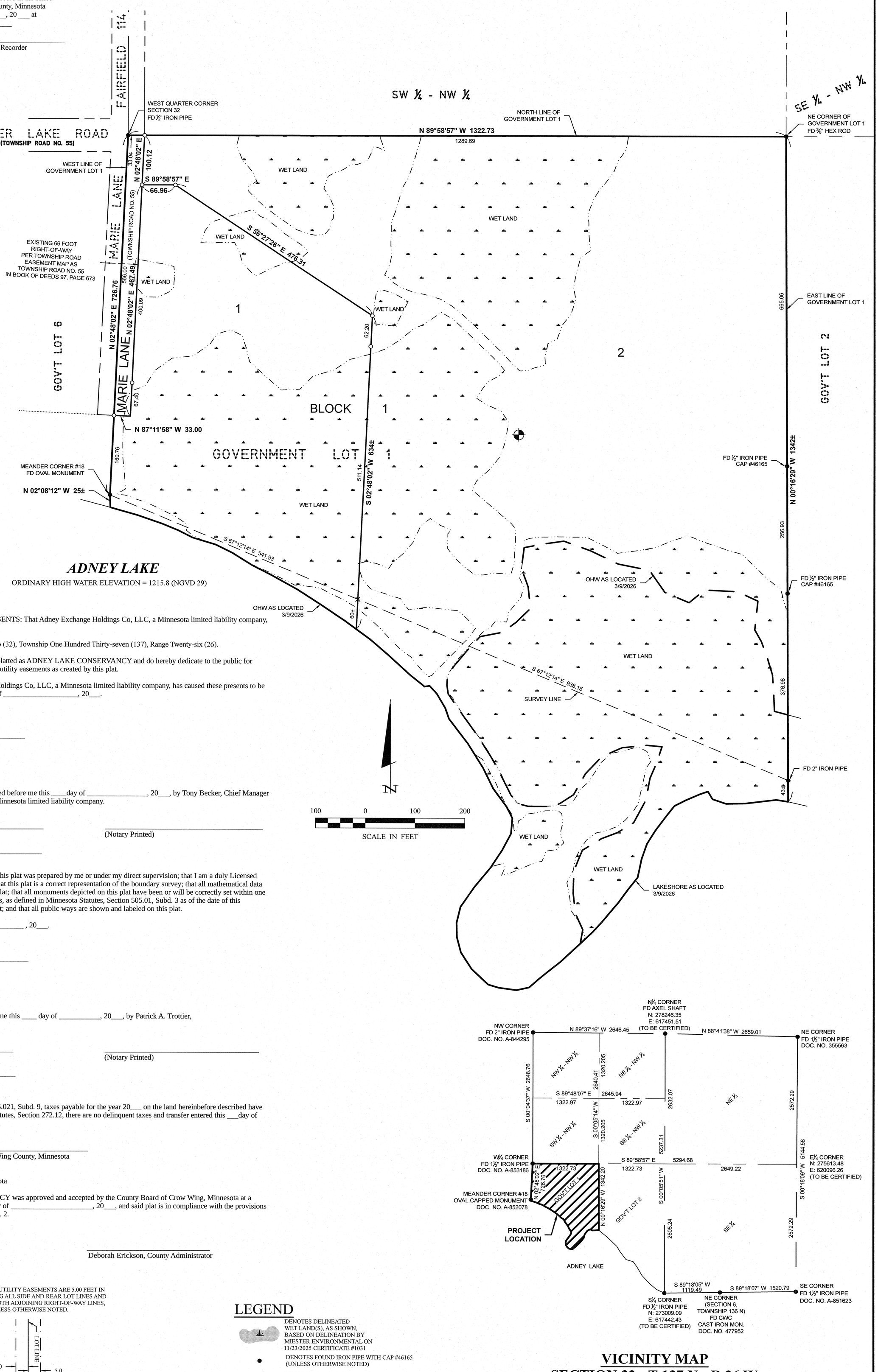
Approximate length of presentation: 5 minutes

ADNEY LAKE CONSERVANCY

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 ___ at _____m. as Document No._____

_____ Crow Wing County Recorder

_____ Deputy Recorder



KNOW ALL PERSONS BY THESE PRESENTS: That Adney Exchange Holdings Co, LLC, a Minnesota limited liability company, owner of the following described property:

Government Lot One (1), Section Thirty-two (32), Township One Hundred Thirty-seven (137), Range Twenty-six (26).

Have caused the same to be surveyed and platted as ADNEY LAKE CONSERVANCY and do hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

In witness whereof said Adney Exchange Holdings Co, LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____day of _____, 20___.

Signed:

_____
Tony Becker, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 20___, by Tony Becker, Chief Manager of Adney Exchange Holdings Co, LLC, a Minnesota limited liability company.

_____ (Notary Signature)
_____ (Notary Printed)
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

I, Patrick A. Trottier 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 that all public ways are shown and labeled on this plat.

Dated this_____day of _____ , 20___.

_____
Patrick A. Trottier, Licensed Land Surveyor
Minnesota License Number 41002

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this ____ day of _____, 20___, by Patrick A. Trottier, Minnesota Licensed Land Surveyor.

_____ (Notary Signature)
_____ (Notary Printed)
NOTARY PUBLIC
MY COMMISSION EXPIRES _____

Department of Auditor-Treasurer

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20___ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ___day of _____, 20___.

_____
Gary Griffin, Auditor-Treasurer for Crow Wing County, Minnesota

County Board, Crow Wing County, Minnesota

This plat of ADNEY LAKE CONSERVANCY was approved and accepted by the County Board of Crow Wing, Minnesota at a regular meeting held this _____day of _____, 20___, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

_____ Rosemary Franzen, Chair

_____ Deborah Erickson, County Administrator

DRAINAGE AND UTILITY EASEMENTS ARE 5.00 FEET IN WIDTH ADJOINING ALL SIDE AND REAR LOT LINES AND 10.00 FEET IN WIDTH ADJOINING RIGHT-OF-WAY LINES, UNLESS OTHERWISE NOTED.

DRAINAGE & UTILITY EASEMENT DETAIL

NO SCALE

LEGEND

- DENOTES DELINEATED WET LAND(S), AS SHOWN, BASED ON DELINEATION BY MIESTER ENVIRONMENTAL ON 11/23/2025 CERTIFICATE #1031
- DENOTES FOUND IRON PIPE WITH CAP #46165 (UNLESS OTHERWISE NOTED)
- DENOTES ½" x 18" IRON MONUMENT SET MARKED BY LICENSE No. 41002
- DENOTES CALCULATED POSITION
- **BENCHMARK:** SET ⅜" REBAR IN THE NORTH FACE OF POWER POLE
  ELEV. = 1220.00
  NGVD 29 DATUM

VICINITY MAP
SECTION 32 - T 137 N - R 26 W

NO SCALE

STONEMARK LAND SURVEYING, INC.
30206 Rasmussen Road
Suite 1
P. O. Box 874
Pequot Lakes, MN 56472
218-568-4940
www.stonemarksurvey.com

25303-2



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Adney Lake Conservancy

Date: 9/15/2026 Time: 3:14 PM

CROW WING COUNTY MINNESOTA

September 15, 2026

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

RE: ADNEY LAKE CONSERVANCY

Crow Wing County Land Service Department:

I have reviewed and checked the proposed final plat of ADNEY LAKE CONSERVANCY 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: 9-15-2026 License Number: 23668

CHICAGO TITLE INSURANCE COMPANY

File No.: 4839-26

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: _____
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 counter-signature by the Company or its issuing agent that may be in electronic form.

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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
Loan ID No.:
Commitment No.: 4839-26-1
Issuing Office File No.: 4839-26
Property Address: XXX Greer Lake Road, Crosby, MN 56441

SCHEDULE A

1. Commitment Date: June 2, 2026 at 08:00 AM

2. Policy to be issued:

a. 2021 ALTA Loan Policy (07/01/21)
Proposed Insured: BankVista, its successors and/or assigns as their respective interests may appear.
Proposed Amount of Insurance: $1,500,000.00
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:

Adney Exchange Holding Co LLC, a Minnesota Limited Liability Company.

5. The Land is described as follows:

Government: Lot One (1), Section Thirty-two (32), Township One Hundred Thirty-seven (137), Range Twenty-six (26).

Property is Abstract.

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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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. Mortgage from Adney Exchange Holding Co LLC to BankVista, securing the principal amount of $1,500,000.00.

5. Affidavit regarding borrower must be provided for our review.

6. 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.

7. The Company will require the following documents for review prior to the issuance of any predicated upon a conveyance or encumbrance from the following Limited Liability Company: **Adney Exchange Holding Co LLC**.
   A) A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
   B) If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendments thereto with the appropriate filing stamps.
   C) If the Limited Liability Company is member-managed, a full and complete current list of members certified by the appropriate manager or member.
   D) If the Limited Liability Company was formed in a foreign jurisdiction, evidence, satisfactory to the Company, that it was validly formed, is in good standing and authorized to do business in the state of origin.
   E) If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.
   F) Certificate of Existence. The Company reserves the right to add the additional items or make further requirements after review of the requested documentation.

8. We are advised that construction has or will have begun prior to recordation of the mortgage to be insured. Accordingly, we require that the company be furnished with sufficient documentation necessary for "early start" approval. Contact the company at least one week prior to closing for instructions.

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AMERICAN LAND TITLE ASSOCIATION

9. Mechanic Liens Indemnification signed by borrower(s).

10. Receipt of Sworn Construction Statement and/or Agreement executed by Contractor and Owner.

11. 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.

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.

Adney Exchange Holding Co LLC a Minnesota Limited Liability Company by Warranty Deed dated April 10, 2026, filed April 15, 2026, in Document No. 1022696.

Damian B. Kovatovich and Jill M. Kovatovich, as joint tenants by Warranty Deed dated December 27, 1989, filed May 14, 1990 in Document No. 409820.

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

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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 in the amount of $804.00, first half paid, second half payable on or before October 15, 2026.
   Base Tax: $804.00.
   Property Tax Identification No. 60320512

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

9. Rights of the U.S., the State of Minnesota, the municipality, and the public to that part of the land lying below the ordinary high-water mark of Adney Lake.

10. Statement of Severed Mineral Interest filed May 11, 1988, in Document No. 386543.

11. Severed Mineral Interest Forfeited to State of Minnesota dated December 14, 1994, filed December 23, 1994 in Document No. 476135.

12. Terms and conditions of Town Resolution for Fairfield Town establishing Town Roads dated November 12, 1985, filed June 30, 1986 in Book 97 of Miscellaneous page 673.

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13. Any statutory lien or claim of lien, affecting the Title, that arises from services provided, labor performed, or materials or equipment furnished, except as insured by the attached ALTA 32-06 Endorsement as it may be revised by ALTA 33-06 (Disbursement) Endorsements.

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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: Stonemark Land Surveying, Inc
Date application submitted: 08-04-2026
Parcel Number(s): 60320512
Mailing Address: 21765 Cty 50
City: Corcoran Zip: 55340

Property Owner Information:

Owner Name: ADNEY EXCHANGE HOLDINGS CO LLC
Physical Address: 18835 MARIE LANE
City: CROSBY Zip: 56441
Township: FAIRFIELD TOWNSHIP Zoning: SD Deeded Acres: 38.08 Riparian: Yes
Lake/River Name: ADNEY

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

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 the applicable sections of the ordinance: Yes - conservation design plat

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

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

Does the plat conform to all applicable performance standards in Article 4.5 of the Subdivision Ordinance?: Yes

How are the potential environmental impacts being resolved? (Does the plat meet County standards?) Explanation should include: Stormwater, Erosion/Sediment Control, Wetlands, Floodplains, Shoreland, Septic Systems: Long Term Management Plan prepareed for county

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

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Land Services	Chris Pence
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Great North Communications LLC – Rick Adams – Gobblers Storage Addition – Final Plat

PREVIOUS ACTION:

July 16, 2026– The Planning Commission/Board of Adjustment made a motion to recommend approval of the preliminary plat of “Gobblers Storage Addition” to the County Board of Commissioners.

July 28, 2026 – County Board of Commissioners approved the preliminary plat

COMMENTS:

Legal Description:

Lot 8 Block 1 of Anderson Acres

Section 24 Township 135 Range

Lake Edward Township

PID: 73240513

RECOMMENDED BOARD ACTION:

Approve the final plat of “Gobblers Storage Addition” – Consisting of 12 lots and 2 Outlots

Approximate length of presentation: 5 minutes

GOBBLERS STORAGE ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That Great Northern Communications LLC, a Limited Liability Company, owners of the following described property situated in the County of Crow Wing, State of Minnesota:

Lot 8, Block 1, Anderson Acres.

Have caused the same to be surveyed and platted as GOBBLERS STORAGE ADDITION, and do hereby dedicate to the public for public use the public way and drainage and utility easements as created by this plat.

In witness whereof said Great Northern Communications LLC, a Limited Liability Company, has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

Signed: Great Northern Communications LLC

_____, Chief Financial Officer

State of _____

County of _____

This instrument was acknowledged before me on _____ by Richard Adams, Chief Financial Officer of Great Northern Communications LLC, a Limited Liability Company

_____

_____

Notary Public _____

My Commission Expires: _____

I, Curtis P. Sanow, 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___ .

_____
Curtis P Sanow, Licensed Land Surveyor
Minnesota License Number 59005

State of Minnesota
County of Crow Wing

This instrument was acknowledged before me on _____ by
Curtis P. Sanow.

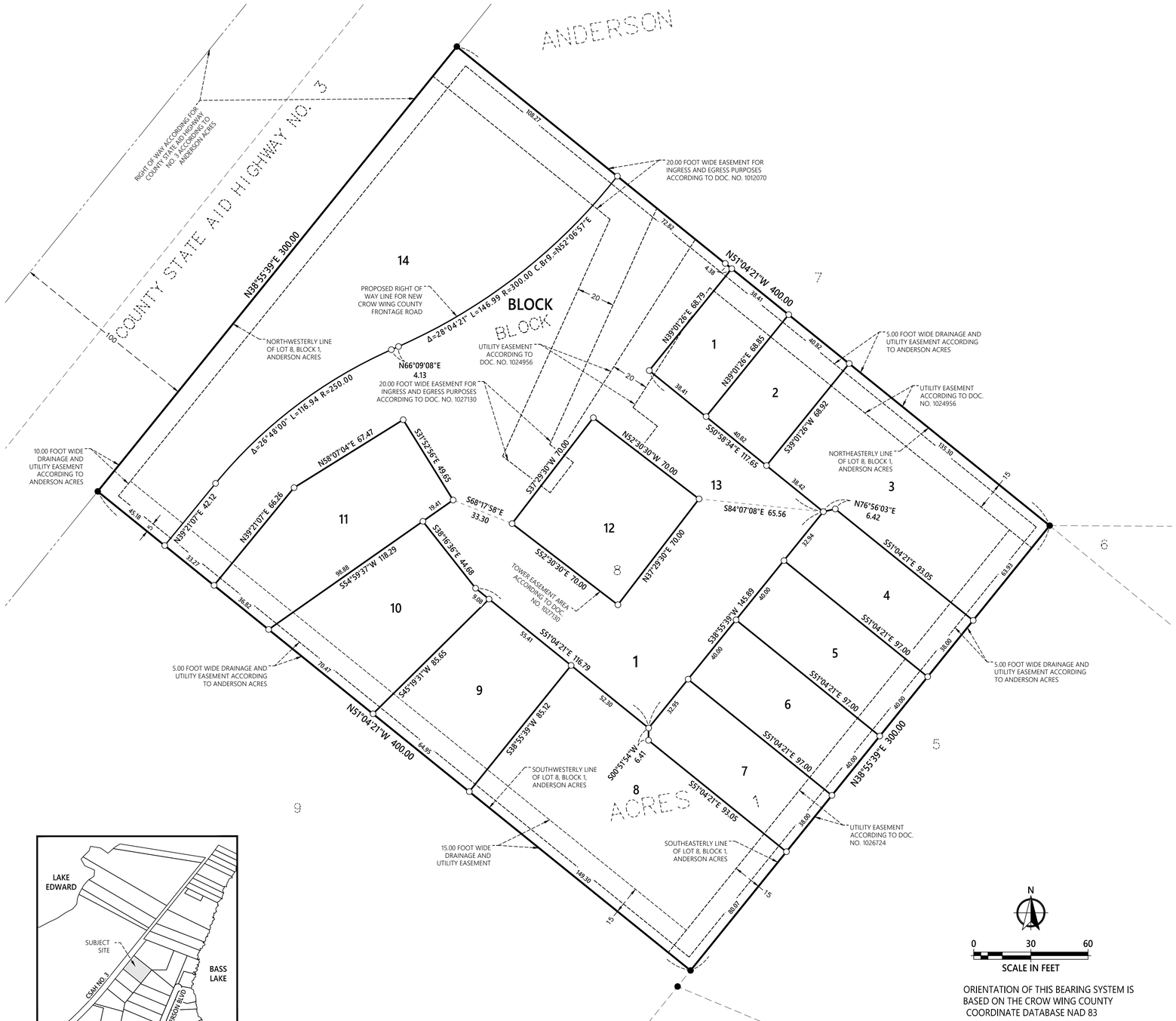
_____
Darcie French
Notary Public, Crow Wing County, Minnesota
My Commission Expires: 01-31-2028

This plat of GOBBLERS STORAGE ADDITION was approved by the Board of Commissioners for Crow Wing County, Minnesota, on this _____ day of _____, 20___.

_____
Chairman
Crow Wing County Board of Commissioners

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20___ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20___.

_____
Auditor/Treasurer
Crow Wing County, Minnesota



VICINITY MAP

SEC 24, TWN 135, RGE 28
CROW WING COUNTY, MINNESOTA

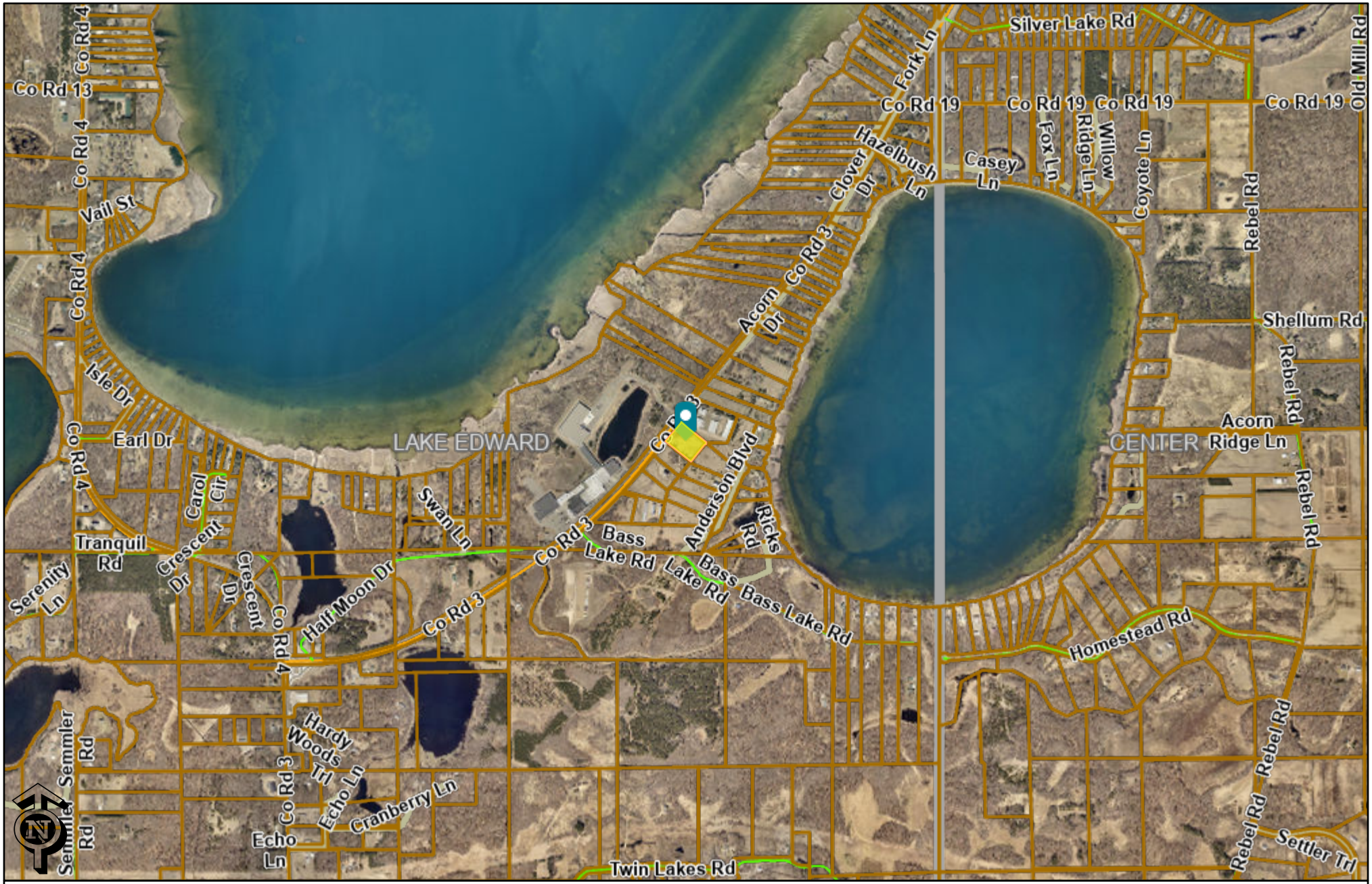
ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE CROW WING COUNTY COORDINATE DATABASE NAD 83

● DENOTES FOUND IRON MONUMENT

○ DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE SET AND MARKED BY RLS #59005

WIDSETH
ARCHITECTS ▪ ENGINEERS ▪ SCIENTISTS ▪ SURVEYORS

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Gobblers Storage Addition

Date: 9/15/2026 Time: 2:55 PM

CROW WING COUNTY MINNESOTA

September 15, 2026

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

RE: GOBBLERS STORAGE ADDITION

Crow Wing County Land Service Department:

I have reviewed and checked the proposed final plat of GOBBLERS STORAGE ADDITION 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: 9-15-2026 License Number: 23668

MINNESOTA POLLUTION CONTROL AGENCY

AUTHORIZATION TO DISCHARGE

STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY

UNDER THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)/

STATE DISPOSAL SYSTEM (SDS) PROGRAM

C00076045

Permittee (Owner):	Great Northern Communications LLC
Permittee (Operator):	Wizards Tree Service
Project Name:	Gobblers Storage Addition
City or Township:	Merrifield, **County:** Crow Wing
Location description:	23324 County Road 3
Issuance date:	September 3, 2026
Expiration date:	July 31, 2028

The state of Minnesota, on behalf of its citizens through the Minnesota Pollution Control Agency (MPCA), authorizes the Permittee(s) named above seeking coverage under this general permit to discharge stormwater associated with construction activity to waters of the state of Minnesota in accordance with the requirements of this permit.

The goal of this permit is to reduce pollutant levels in point source discharges and protect water quality in accordance with the U.S. Clean Water Act, Minnesota statutes and rules, and federal laws and regulations.

This permit is effective on the issuance date identified above. This permit expires at midnight on the expiration date identified above.

Signature: Ryan Anderson

This document has been electronically signed.

for the Minnesota Pollution Control Agency

Ryan Anderson
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Permit application:
Submit via MPCA e-Services at
https://rsp.pca.state.mn.us/

Questions on this permit?
Contact e-Services at
651-757-2728 or 844-828-0942

Table of Contents

		Page
1.1	Permit Coverage	3
2.1	Prohibitions and Limitations of Coverage	3
3.1	Application and Coverage Effective Date	4
4.1	Termination of Coverage	4
5.1	Stormwater Pollution Prevention Plan (SWPPP) Content	5
6.1	SWPPP Amendments	6
7.1	BMP Selection and Stormwater Management	6
8.1	Erosion Prevention Practices	7
9.1	Sediment Control Practices	7
10.1	Dewatering and Basin Draining	8
11.1	Inspections and Maintenance	9
12.1	Pollution Prevention Management Measures	10
13.1	Permit Termination Conditions	10
14.1	Temporary Sediment Basins	11
15.1	Permanent Stormwater Treatment System	11
16.1	Infiltration Systems	12
17.1	Filtration Systems	13
18.1	Wet Sedimentation Basin	14
19.1	Regional Wet Sedimentation Basins	14
20.1	SWPPP Availability	14
21.1	Training Requirements	14
22.1	Requirements for Discharges to Wetlands	15
23.1	Additional Requirements for Discharges to Special (Prohibited, Restricted, Other) and Impaired Waters	15
24.1	General Provisions	17
25.1	Definitions	17

1.1	**Permit Coverage**. [Minn. R. 7090]
1.2	This permit is required for construction activity that results in land disturbance of equal to or greater than one (1) acre or if a project is part of a common plan of development or sale that ultimately will disturb greater than one (1) acre, and authorizes, subject to the terms and conditions of this permit, the discharge of stormwater associated with construction activity. [Minn. R. 7090]
1.3	Construction activity covered by this permit cannot commence until coverage under this permit is effective as described in item 3.3 through 3.4 or, if applicable, until the Minnesota Pollution Control Agency (MPCA) has issued an individual National Pollutant Discharge Elimination System (NPDES)/State Disposal System (SDS) construction stormwater permit for the project. [Minn. R. 7090]
1.4	This permit covers all areas of the State of Minnesota except land wholly within the boundaries of a federally recognized Indian Reservation owned by a tribe or a tribal member or land held in trust by the federal government for a tribe or tribal member. [Minn. R. 7090]
1.5	Coverage under this permit is not required when all stormwater from construction activity is routed directly to and treated by a "treatment works," as defined in Minn. Stat. Section 115.01, subd. 21, operated under an individual NPDES/SDS permit with a Total Suspended Solids (TSS) effluent limit. [Minn. R. 7090]
1.6	This permit covers ongoing projects covered under any previous construction stormwater permit that are not complete on the issuance date of this permit. Permittees must either remain in compliance with the previous permit and terminate coverage within 18 months of the issuance date of this permit or comply with this permit, including updating the Stormwater Pollution Prevention Plan (SWPPP), within the 18-month period. Permittees of previously permitted projects are not required to incorporate any additional requirements regarding the permanent stormwater treatment system included in this reissued permit. [Minn. R. 7090]
1.7	Coverage for projects that extend beyond the expiration date of this permit remains effective for a grace period of 18 months. If Permittees cannot complete projects during the grace period, the MPCA will extend coverage under the next permit and permittees must comply with the requirements of the new permit including updating the SWPPP. Permittees are not required to follow changes to the permanent stormwater treatment section of the next permit. [Minn. R. 7090]
2.1	**Prohibitions and Limitations of Coverage**. [Minn. R. 7090]
2.2	The owner must develop a complete and accurate SWPPP that complies with item 5.2 prior to submitting the application for coverage and starting construction activity. Failure to prepare a SWPPP prior to submitting the application may result in permit revocation. [Minn. R. 7090]
2.3	This permit prohibits discharges of any material other than stormwater treated in compliance with this permit and discharges from dewatering or basin draining activities in accordance with Section 10. Prohibited discharges include, but are not limited to, wastewater from washout of concrete, stucco, paint, form release oils, curing compounds and other construction materials, fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance, soaps or solvents used in vehicle and equipment washing and maintenance, and other hazardous substances or wastes. [Minn. R. 7090]
2.4	This permit does not authorize stormwater discharges related to the placement of fill into waters of the state requiring local, state or federal authorizations (such as U.S. Army Corps of Engineers Section 404 permits, Minnesota Department of Natural Resources (DNR) Public Waters Work permits or local governmental unit (LGU) Wetland Conservation Act replacement plans or determinations). [Minn. R. 7090]
2.5	This permit does not authorize stormwater discharges associated with industrial activity except for construction activity. Permittees must obtain coverage for discharges associated with industrial activity under a separate NPDES/SDS permit once day-to-day operational activities commence even if construction is ongoing. [Minn. R. 7090]
2.6	This permit does not authorize discharges from non-point source agricultural and silvicultural activities excluded from NPDES permit requirements under 40 CFR pt. 122.3(e). [Minn. R. 7090]
2.7	This permit does not authorize stormwater discharges to Prohibited, Restricted, Special or Impaired waters unless permittees follow the additional stormwater requirements in Section 23. [Minn. R. 7090]
2.8	This permit does not replace or satisfy any environmental review requirements including those under the Minnesota Environmental Policy Act or the National Environmental Policy Act. The owner must verify completion of any environmental review required by law, including any required Environmental Assessment Work Sheets or Environmental Impact Statements, Federal environmental review, or other required review prior to applying for coverage under this permit. If any part of your common plan of development or sale requires environmental review, coverage under this permit cannot be

	obtained until such environmental review is complete. [Minn. R. 7090]
2.9	This permit does not replace or satisfy any review requirements for discharges adversely impacting State or Federally designated endangered or threatened species or a designated critical habitat. The owner must comply with the National Historic Preservation Act and conduct all required review and coordination related to historic preservation, including significant anthropological sites and any burial sites, with the Minnesota Historic Preservation Officer. [Minn. R. 7090]
2.10	This permit does not authorize discharges to wetlands unless the permittee complies with the requirements in Section 22. Coverage under this permit cannot be issued until the requirements for wetland permits, decisions, other determinations, or the mitigative sequence required in section 22 have been finalized and documented. [Minn. R. 7050.0186]
3.1	**Application and Coverage Effective Date**. [Minn. R. 7090]
3.2	The owner and operator must submit a complete and accurate on-line application with the appropriate fee to the MPCA for each project that disturbs one (1) or more acres of land or for a common plan of development or sale that will ultimately disturb one (1) or more acres. [Minn. R. 7090]
3.3	For projects or common plans of development or sale that disturb less than 50 acres or do not discharge stormwater within 1 mile (aerial radius measurement) of a special or impaired water, permittees do not need to submit the SWPPP with the application. Permit coverage for these projects is effective upon application and completing the payment process. [Minn. R. 7090]
3.4	For certain projects or common plans of development or sale disturbing 50 acres or more, the complete SWPPP must be included with the application and submitted at least 30 days before the start of construction activity. This applies if there is a discharge point on the project within one mile (aerial radius measurement) of, and flows to, a special water listed in item 23.3 through 23.6 or an impaired water as described in item 23.7. Permit coverage for these projects is effective upon submitting the application and complete SWPPP, completing the payment process and receiving a determination from the MPCA that the review of the SWPPP is complete. The determination may take longer than 30 days if the SWPPP is incomplete. If the MPCA fails to contact the permittees within 30 days of application receipt, coverage is effective 30 days after completing the payment process. [Minn. R. 7090]
3.5	The application requires listing all persons meeting the definition of owner and operator as permittees. The owner is responsible for compliance with all terms and conditions of this permit. The operator is responsible for compliance with Sections 3, 4, 6-22, 24 and applicable requirements for construction activity in Section 23. [Minn. R. 7090]
3.6	Permittees will receive coverage notification in a manner determined by the MPCA. [Minn. R. 7090]
3.7	For construction projects where the owner or operator changes (e.g., an original developer sells portions of the property to various homebuilders or sells the entire site to a new owner), the current owner and the new owner or operator must submit a complete permit modification form provided by the MPCA. The current owner and the new owner or operator must submit the form prior to the new owner or operator commencing construction activity or no later than 30 days after taking ownership of the property. [Minn. R. 7090]
3.8	For construction projects where the owner or operator changes, the current owner must provide a SWPPP to the new owner and operator that specifically addresses the remaining construction activity. The new owner or operator can implement the original SWPPP, modify the SWPPP, or develop a new SWPPP. Permittees must ensure their activities do not render another party's erosion prevention and sediment control BMPs ineffective. [Minn. R. 7090]
4.1	**Termination of Coverage**. [Minn. R. 7090]
4.2	Permittees must submit a NOT within 30 days after all termination conditions listed in Section 13 are complete. [Minn. R. 7090]
4.3	Permittees must submit a NOT within 30 days after selling or otherwise legally transferring the entire site, including permit responsibility for roads (e.g., street sweeping) and stormwater infrastructure final clean out, or transferring portions of a site to another party. The permittees' coverage under this permit terminates at midnight on the submission date of the NOT. [Minn. R. 7090]
4.4	Permittees may terminate permit coverage prior to completion of all construction activity if they meet all of the following conditions: a. construction activity has ceased for at least 90 days; and b. at least 90 percent (by area) of all originally proposed construction activity has been completed and permanent cover has been established on those areas; and c. on areas where construction activity is not complete, permanent cover has been established; and d. the site complies with item 13.3 through 13.7.

	After permit coverage is terminated under this item, any subsequent development on the remaining portions of the site will require permit coverage if the subsequent development itself or as part of the remaining common plan of development or sale will result in land disturbing activities of one (1) or more acres in size. [Minn. R. 7090]
4.5	Permittees may terminate coverage upon MPCA approval after submitting information documenting the owner cancelled the project. [Minn. R. 7090]
5.1	**Stormwater Pollution Prevention Plan (SWPPP) Content**. [Minn. R. 7090]
5.2	The owner must develop and implement a SWPPP. The SWPPP must include items 5.3 through 5.26. [Minn. R. 7090]
5.3	The SWPPP must incorporate specific Best Management Practices (BMP) used to comply with the requirements of this permit. [Minn. R. 7090]
5.4	The SWPPP must include a narrative describing the timing for installation of all erosion prevention and sediment control BMPs and a description of the permanent stormwater treatment systems. [Minn. R. 7090]
5.5	The SWPPP must include the location and type of all temporary and permanent erosion prevention and sediment control BMPs along with procedures used to establish additional temporary BMPs as necessary for the site conditions during construction. Standard details and/or specifications for BMPs must be included in the final plans and specifications for the project. [Minn. R. 7090]
5.6	The SWPPP must include the calculations and other information used for the design of temporary sediment basins and any of the permanent stormwater treatment systems required in Section 15. [Minn. R. 7090]
5.7	The SWPPP must include estimated quantities anticipated at the start of the project for the life of the project for all erosion prevention and sediment control BMPs (e.g., linear feet of silt fence or square feet of erosion control blanket). [Minn. R. 7090]
5.8	The SWPPP must include the number of acres of impervious surface for both pre- and post-construction. [Minn. R. 7090]
5.9	The SWPPP must include a site map with existing and final grades, including drainage area boundaries, directions of flow and all discharge points where stormwater is leaving the site or entering a surface water. The site map must indicate the areas of steep slopes. The site map must also include impervious surfaces, soil types and locations of potential pollutant-generating activities as identified in Section 12. [Minn. R. 7090]
5.10	The SWPPP must include a map of all surface waters, existing wetlands, and stormwater ponds or basins that can be identified on maps such as United States Geological Survey 7.5-minute quadrangle maps, the National Wetland Inventory map or equivalent maps and are within one mile (aerial radius measurement) from the project boundaries that will receive stormwater from the construction site, during or after construction. The SWPPP must identify if the surface waters are special or impaired waters. [Minn. R. 7090]
5.11	The SWPPP must include a site map showing construction activity areas that are adjacent to and drain to Public Waters for which the DNR has promulgated "work in water restrictions" during specified fish spawning time frames. [Minn. R. 7090]
5.12	Permittees must identify locations of 50' buffer zones as required in item 9.17 and 100' permanent buffer zones as required in item 23.11, on plan sheets in the SWPPP. [Minn. R. 7090]
5.13	If permittees determine compliance with the following requirements is infeasible, they must document the determination in the SWPPP: a. temporary sediment basins as described in Section 14; and b. for linear projects, if the permanent stormwater treatment system cannot be constructed within the right-of-way, a reasonable attempt must be made to obtain additional right-of-way (item 15.9); and c. buffer zones as described in item 9.17 and item 23.11. [Minn. R. 7090]
5.14	If permittees determine that a temporary sediment basin is infeasible as described in item 14.10, the SWPPP must describe the alternative BMPs used. [Minn. R. 7090]
5.15	Where systems cannot meet the full volume reduction requirement on-site, (e.g., the site has infiltration prohibitions, see item 16.14 through item 16.21) the permittee must document the reasons in the SWPPP. [Minn. R. 7090]
5.16	The SWPPP must include any stormwater mitigation measures proposed to be part of the final project in any environmental review document, endangered species review, archeological or other required local, state or federal review conducted for the project. For purposes of this permit, mitigation measures mean actions necessary to avoid, minimize, or mitigate for impacts related to erosion prevention, sediment control, the permanent stormwater treatment system, pollution prevention management measures and discharges associated with the project's construction activity. [Minn. R. 7090]

5.17	The SWPPP must describe the methods used for permanent cover of all exposed soil areas. [Minn. R. 7090]
5.18	Permittees must identify the locations of areas where construction will be phased to minimize the duration of exposed soil areas in the SWPPP. [Minn. R. 7090]
5.19	For projects with a discharge point on the project within one (1) mile (aerial radius measurement) of and which flows to an impaired water, permittees must identify the impaired water(s), and any United States Environmental Protection Agency (USEPA)-approved Total Maximum Daily Load (TMDL) for the pollutant(s) or stressor(s) described in item 23.7. Permittees' identification must include those TMDLs approved at any time prior to permit application submittal and are still in effect. [Minn. R. 7090]
5.20	Permittees must document in the SWPPP, all trained individuals identified in item 21.2. Documentation must include: a. names of personnel required to be trained; and b. dates of training and name of instructor(s) and entity providing training; and c. content of training course. If permittees do not know the names of the individuals at the time of application, the permittees must ensure they document training before construction activity commences. [Minn. R. 7090]
5.21	The SWPPP must identify a person knowledgeable and experienced in the application of erosion prevention and sediment control BMPs who will coordinate with all contractors, subcontractors, and operators on-site to oversee the implementation of the SWPPP. [Minn. R. 7090]
5.22	The SWPPP must describe any specific chemicals and chemical treatment systems used for enhancing the sedimentation process and how it achieves compliance with item 9.19. [Minn. R. 7090]
5.23	The SWPPP must identify the person(s), organizations, or entities responsible for long-term operation and maintenance of permanent stormwater treatment systems. [Minn. R. 7090]
5.24	The SWPPP must describe methods to minimize soil compaction and preserve topsoil. Minimizing soil compaction is not required where the function of a specific area dictates compaction. [Minn. R. 7090]
5.25	The SWPPP must include any site assessments for groundwater or soil contamination required in item 16.15. [Minn. R. 7090]
5.26	The SWPPP must account for the following factors in designing temporary erosion prevention and sediment control BMPs: a. the expected amount, frequency, intensity, and duration of precipitation; and b. the nature of stormwater runoff and run-on at the site, including factors such as expected flow from impervious surfaces, slopes, and site drainage features; and c. the stormwater volume, velocity, and peak flowrates to minimize discharge of pollutants in stormwater and to minimize channel and streambank erosion and scour in the immediate vicinity of discharge points; and d. the range of soil particle sizes expected to be present. [Minn. R. 7090]
6.1	**SWPPP Amendments**. [Minn. R. 7090]
6.2	One of the individuals described in item 21.2.a or item 21.2.b or another qualified individual must complete all SWPPP changes. Changes involving the use of a less stringent BMP must include a justification describing how the replacement BMP is effective for the site characteristics. [Minn. R. 7090]
6.3	Permittees must amend the SWPPP within 7 days to include additional or modified BMPs whenever there is a change in design, construction, operation, maintenance, weather or seasonal conditions having a significant effect on the discharge of pollutants to surface waters or groundwater. [Minn. R. 7090]
6.4	Permittees must amend the SWPPP within 7 days to include additional or modified BMPs whenever inspections or investigations by the site owner or operator, USEPA or MPCA officials indicate the SWPPP is not effective in eliminating or significantly minimizing the discharge of pollutants to surface waters or groundwater or the discharges are causing water quality standard exceedances (e.g., nuisance conditions as defined in Minn. R. 7050.0210, subp. 2) or the SWPPP is not consistent with the objectives of a USEPA approved TMDL. [Minn. R. 7050.0210]
7.1	**BMP Selection and Stormwater Management**. [Minn. R. 7090]
7.2	Permittees must select, install, and maintain the BMPs identified in the SWPPP and in this permit in an appropriate and functional manner and in accordance with relevant manufacturer specifications and accepted engineering practices to minimize the discharge of pollutants in stormwater from construction activities. Examples of stormwater management practices for this section include but are not limited to wet sedimentation basins, temporary depressions to hold

	stormwater, stormwater routing, dikes, berms, pumping, and stormwater treatment BMPs. Permittees must phase and incorporate stormwater management principles as the construction progresses. Unless infeasible, temporary or permanent wet sedimentation basins (when required, see section 14 and 15) should be constructed as a first step in the process and stormwater routed to these. [Minn. R. 7090]
7.3	Permittees must not disturb more land (i.e., phasing) than can be effectively inspected and maintained in accordance with Section 11. [Minn. R. 7090]
7.4	If permittees will be using some type of erosion control netting on the site as part of the soil stabilization techniques, permittees are encouraged to use products that have been shown to minimize impacts on wildlife. The U.S. Fish & Wildlife Service recommends using types of netting practices that are considered "wildlife friendly," including those that use natural fiber or 100 percent biodegradable materials and that use a loose weave with a non-welded, movable jointed netting. Products that are not wildlife friendly include square plastic netting that are degradable (e.g., photodegradable, UV-degradable, oxo-degradable), netting made from polypropylene, nylon, polyethylene, or polyester. Other recommendations include removing the netting product when it is no longer needed. More information may be found at: https://www.fws.gov/initiative/protecting-wildlife/make-change-wildlife-friendly-erosion-control-products. There also may be State, Tribal, or local requirements about using wildlife friendly erosion control products. See Minnesota Department of Transportation requirements at: https://www.mndot.org/environment/erosion/rolled-erosion-prevention-products.html. [Minn. R. 7050]
8.1	**Erosion Prevention Practices**. [Minn. R. 7090]
8.2	Before work begins, permittees must delineate the location of areas not to be disturbed. [Minn. R. 7090]
8.3	Permittees must minimize the need for disturbance of portions of the project with steep slopes. When steep slopes must be disturbed, permittees must use techniques such as phasing and stabilization practices designed for steep slopes (e.g., slope draining and terracing). [Minn. R. 7090]
8.4	Permittees must stabilize all exposed soil areas, including stockpiles. Stabilization must be initiated immediately to limit soil erosion when construction activity has permanently or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days (7 days for sites discharging to special or impaired waters, see section 24). Stabilization must be completed no later than 14 calendar days after the construction activity has ceased. Stabilization is not required on constructed base components of roads, parking lots and similar surfaces. Stabilization is not required on temporary stockpiles without significant silt, clay or organic components (e.g., clean aggregate stockpiles, demolition concrete stockpiles, sand stockpiles) but permittees must provide sediment controls at the base of the stockpile. [Minn. R. 7090]
8.5	For Public Waters that the Minnesota DNR has promulgated "work in water restrictions" during specified fish spawning time frames, permittees must complete stabilization of all exposed soil areas within 200 feet of the water's edge, and that drain to these waters, within 24 hours during the restriction period. [Minn. R. 7090]
8.6	Permittees must stabilize the normal wetted perimeter of the last 200 linear feet of temporary or permanent drainage ditches or swales that drain water from the site within 24 hours after connecting to a surface water or property edge. Permittees must complete stabilization of remaining portions of temporary or permanent ditches or swales within 14 calendar days (7 days for sites discharging to special or impaired waters, see section 24) after connecting to a surface water or property edge and construction in that portion of the ditch temporarily or permanently ceases. [Minn. R. 7090]
8.7	Temporary or permanent ditches or swales being used as a sediment containment system during construction (with properly designed rock-ditch checks, bio rolls, silt dikes, etc.) do not need to be stabilized. Permittees must stabilize these areas within 24 hours after their use as a sediment containment system ceases. [Minn. R. 7090]
8.8	Permittees must not use mulch, hydromulch, tackifier, polyacrylamide or similar erosion prevention practices within any portion of the normal wetted perimeter of a temporary or permanent drainage ditch or swale section with a continuous slope of greater than 2 percent. Examples of acceptable erosion prevention practices include blankets, poly, riprap, etc. [Minn. R. 7090]
8.9	Permittees must provide temporary or permanent energy dissipation at all pipe outlets within 24 hours after connection to a surface water or permanent stormwater treatment system. [Minn. R. 7090]
9.1	**Sediment Control Practices**. [Minn. R. 7090]
9.2	Permittees must establish sediment control BMPs on all downgradient perimeters of the site and downgradient areas of the site that drain to any surface water, including curb and gutter systems. Permittees must locate sediment control practices upgradient of any buffer zones. Permittees must install sediment control practices before any upgradient land-disturbing activities begin and must keep the sediment control practices in place until they establish permanent cover. [Minn. R. 7090]
9.3	If downgradient sediment controls are overloaded, based on frequent failure or excessive maintenance requirements,

	permittees must install additional upgradient sediment control practices or redundant BMPs to eliminate the overloading and amend the SWPPP to identify these additional practices as required in item 6.3. [Minn. R. 7090]
9.4	Temporary or permanent drainage ditches and sediment basins designed as part of a sediment containment system (e.g., ditches with rock-check dams) require sediment control practices only as appropriate for site conditions. [Minn. R. 7090]
9.5	A floating silt curtain placed in the water is not a sediment control BMP to satisfy item 9.2 except when working on a shoreline or below the waterline. Immediately after the construction activity (e.g., installation of rip rap along the shoreline) in that area is complete, permittees must install an upland perimeter control practice if exposed soils still drain to a surface water. [Minn. R. 7090]
9.6	Permittees must re-install all sediment control practices adjusted or removed to accommodate short-term activities such as clearing or grubbing, or passage of vehicles, immediately after the short-term activity is completed. Permittees must re-install sediment control practices before the next precipitation event even if the short-term activity is not complete. [Minn. R. 7090]
9.7	Permittees must protect all storm drain inlets using appropriate BMPs during construction until they establish permanent cover on all areas with potential for discharging to the inlet. [Minn. R. 7090]
9.8	Permittees may remove inlet protection for a particular inlet if a specific safety concern (e.g. street flooding/freezing) is identified by the permittees or the jurisdictional authority (e.g., city/county/township/Minnesota Department of Transportation engineer). Permittees must document the need for removal in the SWPPP. [Minn. R. 7090]
9.9	Permittees must provide silt fence or other effective sediment controls at the base of stockpiles on the downgradient perimeter prior to the initiation of stockpiling. Sediment controls must be managed in accordance with section 9.6. [Minn. R. 7090]
9.10	Permittees must locate stockpiles outside of natural buffers or surface waters, including stormwater conveyances such as curb and gutter systems unless there is a bypass in place for the stormwater. [Minn. R. 7090]
9.11	Permittees must install a vehicle tracking BMP to minimize the track out of sediment from the construction site or onto paved roads within the site. [Minn. R. 7090]
9.12	Permittees must use street sweeping in addition to vehicle tracking BMPs if vehicle tracking BMPs alone are not adequate to prevent sediment tracking onto the street. [Minn. R. 7090]
9.13	Permittees must install temporary sediment basins as required in Section 14. [Minn. R. 7090]
9.14	In any areas of the site where final vegetative stabilization will occur, permittees must restrict vehicle and equipment use to minimize soil compaction. [Minn. R. 7090]
9.15	Permittees must preserve topsoil on the site, unless infeasible. [Minn. R. 7090]
9.16	Permittees must direct discharges from BMPs to vegetated areas unless infeasible. [Minn. R. 7090]
9.17	Permittees must preserve a 50-foot natural buffer or, if a buffer is infeasible on the site, provide redundant (double) perimeter sediment controls when a surface water is located within 50 feet of the project's earth disturbances and stormwater flows to the surface water. Permittees must install perimeter sediment controls at least 5 feet apart unless limited by lack of available space. Natural buffers are not required adjacent to road ditches, judicial ditches, county ditches, stormwater conveyance channels, storm drain inlets, and sediment basins. If preserving the buffer is infeasible, permittees must document the reasons in the SWPPP. Sheet piling and other impermeable barriers installed in a manner that retains all stormwater are considered redundant perimeter control. [Minn. R. 7090]
9.18	Any sediment control made of soil must be temporarily or permanently stabilized within 24 hours. [Minn. R. 7090]
9.19	Permittees must use polymers, flocculants, or other sedimentation treatment chemicals in accordance with accepted engineering practices, dosing specifications and sediment removal design specifications provided by the manufacturer or supplier. The permittees must use conventional erosion and sediment controls prior to chemical addition and must direct treated stormwater to a sediment control system for filtration or settlement of the floc prior to discharge. [Minn. R. 7090]
10.1	**Dewatering and Basin Draining**. [Minn. R. 7090]
10.2	Permittees must not cause nuisance conditions (see Minn. R. 7050.0210, subp. 2) in surface waters from dewatering and basin draining (e.g., pumped discharges, trench/ditch cuts for drainage) discharges. Permittees must discharge turbid or sediment-laden waters related to dewatering or basin draining to a sediment control (e.g. sediment trap or basin, filter bag) designed to prevent discharges with visual turbidity. To the extent feasible, use well-vegetated (e.g., grassy or wooded), upland areas of the site to infiltrate dewatering water before discharge. Permittees are prohibited from using receiving waters as part of the treatment area. Permittees must visually check and photograph the discharge at the beginning and at least once every 24 hours of operation to ensure adequate treatment has been obtained and nuisance conditions will not

	result from the discharge. [Minn. R. 7050.0210]
10.3	If nuisance conditions result from the discharge, Permittees must cease dewatering immediately and corrective actions must occur before dewatering is resumed. Nuisance conditions includes, but is not limited to, a sediment plume in the discharge or the discharge appears cloudy, or opaque, or has a visible contrast, or has a visible oil film, or has aquatic habitat degradation that can be identified by an observer. [Minn. R. 7050.0210]
10.4	If permittees must discharge water containing oil or grease, they must use an oil-water separator or suitable filtration device (e.g., cartridge filters, absorbents pads) prior to discharge. [Minn. R. 7090]
10.5	Permittees must discharge all water from dewatering or basin-draining activities in a manner that does not cause erosion or scour in the immediate vicinity of discharge points or inundation of wetlands in the immediate vicinity of discharge points that causes significant adverse impact to the wetland. [Minn. R. 7090]
10.6	If permittees use filters with backwash water, they must haul the backwash water away for disposal, return the backwash water to the beginning of the treatment process, or incorporate the backwash water into the site in a manner that does not cause erosion. [Minn. R. 7090]
11.1	**Inspections and Maintenance**. [Minn. R. 7090]
11.2	Permittees must ensure a trained person, as identified in item 21.2.b, will inspect the entire construction site at least once every seven (7) days during active construction and within 24 hours after a rainfall event greater than 1/2 inch in 24 hours. [Minn. R. 7090]
11.3	Permittees must inspect and maintain all permanent stormwater treatment BMPs. [Minn. R. 7090]
11.4	Permittees must inspect all erosion prevention and sediment control BMPs and Pollution Prevention Management Measures to ensure integrity and effectiveness. Permittees must repair, replace or supplement all nonfunctional BMPs with functional BMPs by the end of the next business day after discovery unless another time frame is specified in item 11.5 or 11.6. Permittees may take additional time if field conditions prevent access to the area. [Minn. R. 7090]
11.5	During each inspection, permittees must inspect areas adjacent to the project, surface waters, including drainage ditches and conveyance systems but not curb and gutter systems, for evidence of erosion and sediment deposition. Permittees must remove all deltas and sediment deposited in areas adjacent to the project, surface waters, including drainage ways, catch basins, and other drainage systems and restabilize the areas where sediment removal results in exposed soil. Permittees must complete removal and stabilization within seven (7) calendar days of discovery unless precluded by legal, regulatory, or physical access constraints. Permittees must use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) days of obtaining access. Permittees are responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters. [Minn. R. 7090]
11.6	Permittees must inspect construction site vehicle exit locations, streets and curb and gutter systems within and adjacent to the project for sedimentation from erosion or tracked sediment from vehicles. Permittees must remove sediment from all paved surfaces within one (1) calendar day of discovery or, if applicable, within a shorter time to avoid a safety hazard to users of public streets. [Minn. R. 7090]
11.7	Permittees must repair, replace or supplement all perimeter control devices when they become nonfunctional or the sediment reaches 1/2 of the height of the device. [Minn. R. 7090]
11.8	Permittees must drain temporary and permanent sedimentation basins and remove the sediment when the depth of sediment collected in the basin reaches 1/2 the storage volume within 72 hours of discovery. [Minn. R. 7090]
11.9	Permittee's must inspect and photograph dewatering discharges at the beginning and at least once every 24 hours during operation. Dewatering discharges that only last for minutes, as opposed to hours, and do not reach a surface water, do not require photographs or documentation. [Minn. R. 7090]
11.10	Permittees must ensure that at least one individual present on the site (or available to the project site in three (3) calendar days) is trained in the job duties described in item 21.2.b. [Minn. R. 7090]
11.11	Permittees may adjust the inspection schedule described in item 11.2 as follows: a. inspections of areas with permanent cover can be reduced to once per month, even if construction activity continues on other portions of the site; or b. where sites have permanent cover on all exposed soil and no construction activity is occurring anywhere on the site, inspections can be reduced to once per month and, after 12 months, may be suspended completely until construction activity resumes. The MPCA may require inspections to resume if conditions warrant; or c. where construction activity has been suspended due to frozen ground conditions, inspections may be suspended.

	Inspections must resume within 24 hours of runoff occurring, or upon resuming construction, whichever comes first. d. for projects where a pollinator habitat or native prairie type vegetated cover is being established, inspections may be reduced to once per month if the site has temporary vegetation with a density of 70% temporary uniform cover. If after 24 months no significant erosion problems are observed, inspections may be suspended completely until the termination requirements in section 13 have been met. [Minn. R. 7090]
11.12	Permittees must record all inspections and maintenance activities within 24 hours of being conducted and these records must be retained with the SWPPP. These records must include: a. date and time of inspections; and b. name of persons conducting inspections; and c. accurate findings of inspections, including the specific location where corrective actions are needed; and d. corrective actions taken (including dates, times, and party completing maintenance activities); and e. date of all rainfall events greater than 1/2 inches in 24 hours, and the amount of rainfall for each event. Permittees must obtain rainfall amounts by either a properly maintained rain gauge installed on-site, a weather station that is within one (1) mile of your location, or a weather reporting system that provides site specific rainfall data from radar summaries; and f. if permittees observe a discharge during the inspection, they must record and should photograph and describe the location of the discharge (i.e., color, odor, settled or suspended solids, oil sheen, and other obvious indicators of pollutants); and g. any amendments to the SWPPP proposed as a result of the inspection must be documented as required in Section 6 within seven (7) calendar days; and h. all photographs of dewatering activities and documentation of nuisance conditions resulting from dewatering activities as described in section 10. [Minn. R. 7090]
12.1	**Pollution Prevention Management Measures**. [Minn. R. 7090]
12.2	Permittees must place construction materials and landscape materials under cover (e.g., plastic sheeting or temporary roofs) or protect them by similarly effective means designed to minimize contact with stormwater. Permittees are not required to cover or protect products which are either not a source of contamination to stormwater or are designed to be exposed to stormwater. [Minn. R. 7090]
12.3	Permittees must place pesticides, fertilizers and treatment chemicals under cover (e.g., plastic sheeting or temporary roofs) or protect them by similarly effective means designed to minimize contact with stormwater. [Minn. R. 7090]
12.4	Permittees must store hazardous materials and toxic waste, (including oil, diesel fuel, gasoline, hydraulic fluids, paint solvents, petroleum-based products, wood preservatives, additives, curing compounds, and acids) in sealed containers to prevent spills, leaks or other discharge. Storage and disposal of hazardous waste materials must be in compliance with Minn. R. ch. 7045 including secondary containment as applicable. [Minn. R. 7090]
12.5	Permittees must properly store, collect and dispose solid waste in compliance with Minn. R. ch. 7035. [Minn. R. 7035]
12.6	Permittees must position portable toilets so they are secure and will not tip or be knocked over. Permittees must properly dispose sanitary waste in accordance with Minn. R. ch. 7041. [Minn. R. 7041]
12.7	Permittees must take reasonable steps to prevent the discharge of spilled or leaked chemicals, including fuel, from any area where chemicals or fuel will be loaded or unloaded including the use of drip pans or absorbents unless infeasible. Permittees must ensure adequate supplies are available at all times to clean up discharged materials and that an appropriate disposal method is available for recovered spilled materials. Permittees must report and clean up spills immediately as required by Minn. Stat. 115.061, using dry clean up measures where possible. [Minn. Stat. 115.061]
12.8	Permittees must limit vehicle exterior washing and equipment to a defined area of the site. Permittees must contain runoff from the washing area in a sediment basin or other similarly effective controls and must dispose waste from the washing activity properly. Permittees must properly use and store soaps, detergents, or solvents. [Minn. R. 7090]
12.9	Permittees must provide effective containment for all liquid and solid wastes generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity. Permittees must prevent liquid and solid washout wastes from contacting the ground and must design the containment so it does not result in runoff from the washout operations or areas. Permittees must properly dispose liquid and solid wastes in compliance with MPCA rules. Permittees must install a sign indicating the location of the washout facility. [Minn. R. 7035, Minn. R. 7090]
13.1	**Permit Termination Conditions**. [Minn. R. 7090]
13.2	Permittees must complete all construction activity and must install permanent cover over all areas prior to submitting the NOT. Vegetative cover must consist of a uniform perennial vegetation with a density of 70 percent of its expected final

	growth. Vegetation is not required where the function of a specific area dictates no vegetation, such as impervious surfaces or the base of a sand filter. [Minn. R. 7090]
13.3	Permittees must clean the permanent stormwater treatment system of any accumulated sediment and must ensure the system meets all applicable requirements in Section 15 through 19 and is operating as designed. [Minn. R. 7090]
13.4	Permittees must remove all sediment from conveyance systems prior to submitting the NOT. [Minn. R. 7090]
13.5	Permittees must remove all temporary synthetic erosion prevention and sediment control BMPs prior to submitting the NOT. Permittees may leave BMPs designed to decompose on-site in place. [Minn. R. 7090]
13.6	For residential construction only, permit coverage terminates on individual lots if the lot is sold to the homeowner, structures are finished, and permanent cover has been established. For lots that are sold to the homeowner where permanent cover has not been established, coverage terminates if temporary erosion prevention and downgradient perimeter control is properly installed and the permittee distributes the MPCA's "Homeowner Fact Sheet" to the homeowner. [Minn. R. 7090]
13.7	For construction projects on agricultural land (e.g., pipelines across cropland), permittees must return the disturbed land to its preconstruction agricultural use prior to submitting the NOT. [Minn. R. 7090]
13.8	When submitting the NOT, Permittees must include either ground or aerial photographs showing the requirements of 13.2 have been met. Permittees are not required to take photographs of every distinct part of the site, however the conditions portrayed must be substantially similar to those areas that are not photographed. Photographs must be clear and in focus and must include the date the photo was taken. [Minn. R. 7090]
14.1	**Temporary Sediment Basins**. [Minn. R. 7090]
14.2	Where ten (10) or more acres of disturbed soil (5 acres for sites discharging to special or impaired waters, see section 24) drain to a common location, permittees must provide a temporary sediment basin to provide treatment of the runoff before it leaves the construction site or enters surface waters. Permittees may convert a temporary sediment basin to a permanent basin after construction is complete. The temporary basin is no longer required when permanent cover has reduced the acreage of disturbed soil to less than ten (10) acres draining to a common location. [Minn. R. 7090]
14.3	The temporary basin must provide live storage for a calculated volume of runoff from a two (2)-year, 24-hour storm from each acre drained to the basin or 1,800 cubic feet of live storage per acre drained, whichever is greater. [Minn. R. 7090]
14.4	Where permittees have not calculated the two (2)-year, 24-hour storm runoff amount, the temporary basin must provide 3,600 cubic feet of live storage per acre of the basins' drainage area. [Minn. R. 7090]
14.5	Permittees must design basin outlets to prevent short-circuiting and the discharge of floating debris. [Minn. R. 7090]
14.6	Permittees must design the outlet structure to withdraw water from the surface to minimize the discharge of pollutants. Permittees may temporarily suspend the use of a surface withdrawal mechanism during frozen conditions. The basin must include a stabilized emergency overflow to prevent failure of pond integrity. [Minn. R. 7090]
14.7	Permittees must provide energy dissipation for the basin outlet within 24 hours after connection to a surface water. [Minn. R. 7090]
14.8	Permittees must locate temporary basins outside of surface waters and any buffer zone required in item 23.11. [Minn. R. 7090]
14.9	Permittees must construct the temporary basins prior to disturbing 10 or more acres of soil draining to a common location. [Minn. R. 7090]
14.10	Where a temporary sediment basin meeting the requirements of item 14.3 through 14.9 is infeasible, permittees must install effective sediment controls such as smaller sediment basins and/or sediment traps, silt fences, vegetative buffer strips or any appropriate combination of measures as dictated by individual site conditions. In determining whether installing a sediment basin is infeasible, permittees must consider public safety and may consider factors such as site soils, slope, and available area on-site. Permittees must document this determination of infeasibility in the SWPPP. [Minn. R. 7090]
15.1	**Permanent Stormwater Treatment System**. [Minn. R. 7090]
15.2	Permittees must design and implement the project so all stormwater discharged from the project during and after construction activities does not cause a violation of state water quality standards, including nuisance conditions, erosion in receiving channels or on downslope properties, or a significant adverse impact to wetlands caused by inundation or decrease of flow. [Minn. R. 7090]
15.3	Permittees must design and construct a permanent stormwater treatment system to treat the water quality volume if the project's ultimate development replaces vegetation and/or other pervious surfaces creating a net increase of one (1) or

	more acres of cumulative impervious surface. [Minn. R. 7090]
15.4	Permittees must calculate the water quality volume as one (1) inch times the net increase of impervious surfaces created by the project. [Minn. R. 7090]
15.5	Permittees must first consider volume reduction practices on-site (e.g., infiltration or other) when designing the permanent stormwater treatment system. If this permit prohibits infiltration as described in item 16.14 through item 16.21, permittees may consider a wet sedimentation basin, filtration basin or regional pond. This permit does not consider wet sedimentation basins and filtration systems to be volume reduction practices. [Minn. R. 7090]
15.6	For projects where the full volume reduction requirement cannot be met on-site, (e.g., the site has infiltration prohibitions), permittees must document the reasons in the SWPPP. [Minn. R. 7090]
15.7	Permittees must discharge the water quality volume to a permanent stormwater treatment system prior to discharge to a surface water. For purposes of this item, surface waters do not include man-made drainage systems that convey stormwater to a permanent stormwater treatment system. [Minn. R. 7090]
15.8	Where the proximity to bedrock precludes the installation of any of the permanent stormwater treatment practices required by Sections 15 through 19, permittees must install other treatment such as grassed swales, smaller ponds, or grit chambers, prior to the discharge of stormwater to surface waters. [Minn. R. 7090]
15.9	For linear projects where permittees cannot treat the entire water quality volume within the existing right-of-way, permittees must make a reasonable attempt to obtain additional right-of-way, easement or other permission for stormwater treatment during the project planning process. Documentation of these attempts must be in the SWPPP. Permittees must still consider volume reduction practices first as described in item 15.5. If permittees cannot obtain additional right-of-way, easement or other permission, they must maximize the treatment of the water quality volume prior to discharge to surface waters. [Minn. R. 7090]
16.1	**Infiltration Systems**. [Minn. R. 7090]
16.2	Infiltration options include, but are not limited to: infiltration basins, infiltration trenches, rainwater gardens, bioretention areas without underdrains, swales with impermeable check dams, and natural depressions. If permittees utilize an infiltration system to meet the requirements of this permit, they must incorporate the design parameters in item 16.3 through item 16.21. Permittees must follow the infiltration prohibition in item 16.14 anytime an infiltration system is designed, including those not required by this permit. [Minn. R. 7090]
16.3	Permittees must design infiltration systems such that pre-existing hydrologic conditions of wetlands in the vicinity are not impacted (e.g., inundation or breaching a perched water table supporting a wetland). [Minn. R. 7090]
16.4	Permittees must not excavate infiltration systems to final grade, or within three (3) feet of final grade, until the contributing drainage area has been constructed and fully stabilized unless they provide rigorous erosion prevention and sediment controls (e.g., diversion berms) to keep sediment and runoff completely away from the infiltration area. [Minn. R. 7090]
16.5	When excavating an infiltration system to within three (3) feet of final grade, permittees must stake off and mark the area so heavy construction vehicles or equipment do not compact the soil in the infiltration area. [Minn. R. 7090]
16.6	Permittees must use a pretreatment device such as a vegetated filter strip, forebay, or water quality inlet (e.g., grit chamber) to remove solids, floating materials, and oil and grease from the runoff, to the maximum extent practicable, before the system routes stormwater to the infiltration system. [Minn. R. 7090]
16.7	Permittees must design infiltration systems to provide a water quality volume (calculated as an instantaneous volume) of one (1) inch of runoff, or one (1) inch minus the volume of stormwater treated by another system on the site, from the net increase of impervious surfaces created by the project. [Minn. R. 7090]
16.8	Permittees must design the infiltration system to discharge all stormwater (including stormwater in excess of the water quality volume) routed to the system through the uppermost soil surface or engineered media surface within 48 hours. Permittees must route additional flows that cannot infiltrate within 48 hours to bypass the system through a stabilized discharge point. [Minn. R. 7090]
16.9	Permittees must provide a means to visually verify the infiltration system is discharging through the soil surface or filter media surface within 48 hours or less. [Minn. R. 7090]
16.10	Permittees must provide at least one soil boring, test pit or infiltrometer test in the location of the infiltration practice for determining infiltration rates. [Minn. R. 7090]
16.11	For design purposes, permittees must divide field measured infiltration rates by 2 as a safety factor or permittees can use soil-boring results with the infiltration rate chart in the Minnesota Stormwater Manual to determine design infiltration rates. When soil borings indicate type A soils, permittees should perform field measurements to verify the rate is not above

	8.3 inches per hour. This permit prohibits infiltration if the field measured infiltration rate is above 8.3 inches per hour. [Minn. R. 7090]
16.12	Permittees must employ appropriate on-site testing to ensure a minimum of three (3) feet of separation from the seasonally saturated soils (or from bedrock) and the bottom of the proposed infiltration system. [Minn. R. 7090]
16.13	Permittees must design a maintenance access, typically eight (8) feet wide, for the infiltration system. [Minn. R. 7090]
16.14	This permit prohibits permittees from constructing infiltration systems that receive runoff from vehicle fueling and maintenance areas including construction of infiltration systems not required by this permit. [Minn. R. 7090]
16.15	This permit prohibits permittees from constructing infiltration systems where infiltrating stormwater may mobilize high levels of contaminants in soil or groundwater. Permittees must either complete the MPCA's contamination screening checklist or conduct their own assessment to determine the suitability for infiltration. Permittees must retain the checklist or assessment with the SWPPP. For more information and to access the MPCA's "contamination screening checklist" see the Minnesota Stormwater Manual. [Minn. R. 7090]
16.16	This permit prohibits permittees from constructing infiltration systems in areas where soil infiltration rates are field measured at more than 8.3 inches per hour unless they amend soils to slow the infiltration rate below 8.3 inches per hour. [Minn. R. 7090]
16.17	This permit prohibits permittees from constructing infiltration systems in areas with less than three (3) feet of separation distance from the bottom of the infiltration system to the elevation of the seasonally saturated soils or the top of bedrock. [Minn. R. 7090]
16.18	This permit prohibits permittees from constructing infiltration systems in areas of predominately Hydrologic Soil Group type D soils (clay). [Minn. R. 7090]
16.19	This permit prohibits permittees from constructing infiltration systems within a Drinking Water Supply Management Area (DWSMA) as defined in Minn. R. 4720.5100, subp. 13, if the system will be located: a. in an Emergency Response Area (ERA) within a DWSMA classified as having high or very high vulnerability as defined by the Minnesota Department of Health; or b. in an ERA within a DWSMA classified as moderate vulnerability unless a regulated MS4 Permittee performed or approved a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater; or c. outside of an ERA within a DWSMA classified as having high or very high vulnerability, unless a regulated MS4 Permittee performed or approved a higher level of engineering review sufficient to provide a functioning treatment system and to prevent adverse impacts to groundwater. See "higher level of engineering review" in the Minnesota Stormwater Manual for more information. [Minn. R. 7090]
16.20	This permit prohibits permittees from constructing infiltration systems in areas within 1,000 feet upgradient or 100 feet downgradient of active karst features. [Minn. R. 7090]
16.21	This permit prohibits permittees from constructing infiltration systems in areas that receive runoff from the following industrial facilities not authorized to infiltrate stormwater under the NPDES stormwater permit for industrial activities: wood preserving facilities; automobile salvage yards; scrap recycling and waste recycling facilities; hazardous waste treatment, storage, or disposal facilities; or air transportation facilities that conduct deicing activities. [Minn. R. 7090]
17.1	**Filtration Systems**. [Minn. R. 7090]
17.2	Filtration options include but are not limited to: sand filters with underdrains, biofiltration areas, swales using underdrains with impermeable check dams and underground sand filters. If permittees utilize a filtration system to meet the permanent stormwater treatment requirements of this permit, they must comply with items 17.3 through 17.11. [Minn. R. 7090]
17.3	Permittees must not install filter media until they construct and fully stabilize the contributing drainage area unless they provide rigorous erosion prevention and sediment controls (e.g., diversion berms) to keep sediment and runoff completely away from the filtration area. [Minn. R. 7090]
17.4	Permittees must design filtration systems to remove at least 80 percent of TSS. [Minn. R. 7090]
17.5	Permittees must use a pretreatment device such as a vegetated filter strip, small sedimentation basin, water quality inlet, forebay or hydrodynamic separator to remove settleable solids, floating materials, and oils and grease from the runoff, to the maximum extent practicable, before runoff enters the filtration system. [Minn. R. 7090]

17.6	Permittees must design filtration systems to treat a water quality volume (calculated as an instantaneous volume) of one (1) inch of runoff, or one (1) inch minus the volume of stormwater treated by another system on the site, from the net increase of impervious surfaces created by the project. [Minn. R. 7090]
17.7	Permittees must design the filtration system to discharge all stormwater (including stormwater in excess of the water quality volume) routed to the system through the uppermost soil surface or engineered media surface within 48 hours. Additional flows that the system cannot filter within 48 hours must bypass the system or discharge through an emergency overflow. [Minn. R. 7090]
17.8	Permittees must design the filtration system to provide a means to visually verify the system is discharging through the soil surface or filter media within 48 hours. [Minn. R. 7090]
17.9	Permittees must employ appropriate on-site testing to ensure a minimum of three (3) feet of separation between the seasonally saturated soils (or from bedrock) and the bottom of the proposed filtration system. [Minn. R. 7090]
17.10	Permittees must ensure that filtration systems with less than three (3) feet of separation between seasonally saturated soils or from bedrock are constructed with an impermeable liner. [Minn. R. 7090]
17.11	The permittees must design a maintenance access, typically eight (8) feet wide, for the filtration system. [Minn. R. 7090]
18.1	**Wet Sedimentation Basin**. [Minn. R. 7090]
18.2	Permittees using a wet sedimentation basin to meet the permanent stormwater treatment requirements of this permit must incorporate the design parameters in item 18.3 through 18.10. [Minn. R. 7090]
18.3	Permittees must design the basin to have a permanent volume of 1,800 cubic feet of storage below the outlet pipe for each acre that drains to the basin. The basin's permanent volume must reach a minimum depth of at least three (3) feet and must have no depth greater than 10 feet. Permittees must configure the basin to minimize scour or resuspension of solids. [Minn. R. 7090]
18.4	Permittees must design the basin to provide live storage for a water quality volume (calculated as an instantaneous volume) of one (1) inch of runoff, or one (1) inch minus the volume of stormwater treated by another system on the site, from the net increase in impervious surfaces created by the project. [Minn. R. 7090]
18.5	Permittees must design basin outlets so the water quality volume discharges at no more than 5.66 cubic feet per second (cfs) per acre of surface area of the basin. [Minn. R. 7090]
18.6	Permittees must design basin outlets to prevent short-circuiting and the discharge of floating debris. Basin outlets must have energy dissipation. [Minn. R. 7090]
18.7	Permittees must design the basin to include a stabilized emergency overflow to accommodate storm events in excess of the basin's hydraulic design. [Minn. R. 7090]
18.8	Permittees must design a maintenance access, typically eight (8) feet wide, for the basin. [Minn. R. 7090]
18.9	Permittees must locate basins outside of surface waters and any buffer zone required in item 23.11. Permittees must design basins to avoid draining water from wetlands unless the impact to the wetland complies with the requirements of Section 22. [Minn. R. 7090]
18.10	Permittees must design basins using an impermeable liner if located within active karst terrain. [Minn. R. 7090]
19.1	**Regional Wet Sedimentation Basins**. [Minn. R. 7090]
19.2	When the entire water quality volume cannot be treated by volume reduction practices on-site, permittees can use or create regional wet sedimentation basins provided they are constructed basins, not a natural wetland or water body, (wetlands used as regional basins must be mitigated for, see Section 22). The owner must ensure the regional basin conforms to all requirements for a wet sedimentation basin as described in items 18.3 through 18.10 and must be large enough to account for the entire area that drains to the regional basin. Permittees must verify that the regional basin will discharge at no more than 5.66 cfs per acre of surface area of the basin and must provide a live storage volume of one-inch times all the impervious area draining to the basin. Permittees cannot significantly degrade waterways between the project and the regional basin. The owner must obtain written authorization from the applicable LGU or private entity that owns and maintains the regional basin. [Minn. R. 7090]
20.1	**SWPPP Availability**. [Minn. R. 7090]
20.2	Permittees must keep the SWPPP on-site, or electronically available on-site, during normal working hours with personnel who have operational control over the applicable portion of the site, including all changes to the SWPPP, inspections, and maintenance records. [Minn. R. 7090]
21.1	**Training Requirements**. [Minn. R. 7090]

21.2	Permittees must ensure all of the following individuals receive training and the content and extent of the training is commensurate with the individual's job duties and responsibilities with regard to activities covered under this permit: a. Individuals preparing the SWPPP for the project. b. Individuals overseeing implementation of, revising and/or amending the SWPPP and individuals performing inspections for the project. One of these individuals must be available for an on-site inspection within 72 hours upon request by the MPCA. c. Individuals performing or supervising the installation, maintenance and repair of BMPs. [Minn. R. 7090]
21.3	Permittees must ensure individuals identified in Section 21 receive training from local, state, federal agencies, professional organizations, or other entities with expertise in erosion prevention, sediment control, permanent stormwater treatment and the Minnesota NPDES/SDS Construction Stormwater permit. Permittees must ensure these individuals attend a refresher-training course every three (3) years. [Minn. R. 7090]
22.1	**Requirements for Discharges to Wetlands**. [Minn. R. 7050.0186]
22.2	If the project has any discharges with the potential for significant adverse impacts to a wetland, (e.g., conversion of a natural wetland to a stormwater pond) permittees must demonstrate that the wetland mitigative sequence has been followed in accordance with items 22.3 or 22.4. [Minn. R. 7050.0186]
22.3	If the potential adverse impacts to a wetland on a specific project site are addressed by permits or other approvals from an official statewide program (U.S. Army Corps of Engineers 404 program, Minnesota Department of Natural Resources, or the State of Minnesota Wetland Conservation Act) that are issued specifically for the project and project site, permittees may use the permit, decision or other determination issued by these agencies to show the potential adverse impacts are addressed. For purposes of this permit, deminimus actions are determinations by the permitting agency that address the project impacts, whereas a non-jurisdictional determination does not address project impacts. [Minn. R. 7090]
22.4	If there are impacts from the project not addressed in one of the permits, decisions or other determinations discussed in item 22.3 (e.g., permanent inundation or flooding of the wetland, significant degradation of water quality, excavation, filling, draining), permittees must minimize all adverse impacts to wetlands by utilizing appropriate measures. Permittees must use measures based on the nature of the wetland, its vegetative community types and the established hydrology. These measures include in order of preference: a. avoid all significant adverse impacts to wetlands from the project and post-project discharge; b. minimize any unavoidable impacts from the project and post-project discharge; c. provide compensatory mitigation when the permittees determine(s) that there is no reasonable and practicable alternative to having a significant adverse impact on a wetland. For compensatory mitigation, wetland restoration or creation must be of the same type, size and whenever reasonable and practicable in the same watershed as the impacted wetland. [Minn. R. 7050.0186]
23.1	**Additional Requirements for Discharges to Special (Prohibited, Restricted, Other) and Impaired Waters**. [Minn. R. 7090]
23.2	The BMPs identified for each special or impaired water are required for those areas of the project draining to a discharge point on the project that is within one mile (aerial radius measurement) of special or impaired water and flows to that special or impaired water. [Minn. R. 7090]
23.3	Discharges to the following special waters identified as Prohibited in Minn. R. 7050.0335 subp. 3 must incorporate the BMPs outlined in items 23.9, 23.10, 23.11, 23.13 and 23.14: a. Boundary Waters Canoe Area Wilderness; Voyageurs National Park; Kettle River from the site of the former dam at Sandstone to its confluence with the Saint Croix River; Rum River from Ogechie Lake spillway to the northernmost confluence with Lake Onamia. b. Those portions of Lake Superior North of latitude 47 degrees, 57 minutes, 13 seconds, East of Hat Point, South of the Minnesota-Ontario boundary, and West of the Minnesota-Michigan boundary; c. Scientific and Natural Areas identified as in Minn. R. 7050.0335 Subp. 3: Boot Lake, Anoka County; Kettle River in sections 15, 22, 23, T 41 N, R 20, Pine County; Pennington Bog, Beltrami County; Purvis Lake-Ober Foundation, Saint Louis County; waters within the borders of Itasca Wilderness Sanctuary, Clearwater County; Iron Springs Bog, Clearwater County; Wolsfeld Woods, Hennepin County; Green Water Lake, Becker County; Blackdog Preserve, Dakota County; Prairie Bush Clover, Jackson County; Black Lake Bog, Pine County; Pembina Trail Preserve, Polk County; and Falls Creek, Washington County. [Minn. R. 7050.0335, subp. 3]
23.4	Discharges to the following special waters identified as Restricted in Minn. R. 7050.0335 subp.1 must incorporate the BMPs

	outlined in items 23.9, 23.10 and 23.11: a. Lake Superior, except those portions identified as prohibited in item 23.3.b; b. Mississippi River in those portions from Lake Itasca to the southerly boundary of Morrison County that are included in the Mississippi Headwaters Board comprehensive plan dated February 12, 1981; c. Scenic or Recreational River Segments: Saint Croix River, entire length; Cannon River from northern city limits of Faribault to its confluence with the Mississippi River; North Fork of the Crow River from Lake Koronis outlet to the Meeker-Wright county line; Kettle River from north Pine County line to the site of the former dam at Sandstone; Minnesota River from Lac que Parle dam to Redwood County State Aid Highway 11; Mississippi River from County State Aid Highway 7 bridge in Saint Cloud to northwestern city limits of Anoka; and Rum River from State Highway 27 bridge in Onamia to Madison and Rice streets in Anoka; d. Lake Trout Lakes identified in Minn. R. 7050.0335 including lake trout lakes inside the boundaries of the Boundary Waters Canoe Area Wilderness and Voyageurs National Park; e. Calcareous Fens listed in Minn. R. 7050.0335, subp. 1. [Minn. R. 7050.0335, subp. 1]
23.5	Discharges to the Trout Lakes (other special water) identified in Minn. R. 6264.0050, subp. 2 and Minn. R. 7050.0420 must incorporate the BMPs outlined in items 23.9, 23.10 and 23.11. [Minn. R. 6264.0050, subp. 2, Minn. R. 7050]
23.6	Discharges to the Trout Streams (other special water) listed in Minn. R. 6264.0050, subp. 4 and Minn. R. 7050.0420 must incorporate the BMPs outlined in items 23.9, 23.10, 23.11 and 23.12. [Minn. R. 6264.0050, subp. 4, Minn. R. 7050]
23.7	Discharges to impaired waters or a water with an USEPA approved TMDL for any of the impairments listed in this item must incorporate the BMPs outlined in items 23.9 and 23.10. Impaired waters are waters identified as impaired under section 303 (d) of the federal Clean Water Act for phosphorus (nutrient eutrophication biological indicators, nutrients), turbidity, TSS, dissolved oxygen or aquatic biota (fish bioassessment, aquatic plant bioassessment and aquatic macroinvertebrate bioassessment, benthic macroinvertebrate bioassessment). Terms used for the pollutants or stressors in this item are subject to change. [Minn. R. 7090]
23.8	Where the additional BMPs in this Section conflict with requirements elsewhere in this permit, items 23.9 through 23.14 take precedence. [Minn. R. 7090]
23.9	Permittees must immediately initiate stabilization of exposed soil areas, as described in item 8.5 & 8.8, and complete the stabilization within seven (7) calendar days after the construction activity in that portion of the site temporarily or permanently ceases. [Minn. R. 7090]
23.10	Permittees must provide a temporary sediment basin as described in Section 14 for common drainage locations that serve an area with five (5) or more acres disturbed at one time. [Minn. R. 7090]
23.11	Permittees must include an undisturbed buffer zone of not less than 100 linear feet from a special water (not including tributaries) and must maintain this buffer zone at all times, both during construction and as a permanent feature post construction, except where a water crossing or other encroachment is necessary to complete the project. Permittees must fully document the circumstance and reasons the buffer encroachment is necessary in the SWPPP and include restoration activities. This permit allows replacement of existing impervious surface within the buffer. Permittees must minimize all potential water quality, scenic and other environmental impacts of these exceptions by the use of additional or redundant (double) BMPs and must document this in the SWPPP for the project. [Minn. R. 7090]
23.12	Permittees must design the permanent stormwater treatment system so the discharge from the project minimizes any increase in the temperature of trout streams resulting from the one (1) and two (2) year 24-hour precipitation events. This includes all tributaries of designated trout streams located within the same Public Land Survey System (PLSS) Section. Permittees must incorporate one or more of the following measures, in order of preference: a. Provide stormwater infiltration or other volume reduction practices as described in item 15.4 and 15.5, to reduce runoff. Infiltration systems must discharge all stormwater routed to the system within 24 hours. b. Provide stormwater filtration as described in Section 17. Filtration systems must discharge all stormwater routed to the system within 24 hours. c. Minimize the discharge from connected impervious surfaces by discharging to vegetated areas, or grass swales, and through the use of other non-structural controls. d. If ponding is used, the design must include an appropriate combination of measures such as shading, vegetated swale discharges or constructed wetland treatment cells that limit temperature increases. The pond must be designed as a dry pond and should draw down in 24 hours or less. e. Other methods that minimize any increase in the temperature of the trout stream. [Minn. R. 7090]

23.13	Permittees must conduct routine site inspections once every three (3) days as described in item 11.2 for projects that discharge to prohibited waters. [Minn. R. 7090]
23.14	If discharges to prohibited waters cannot provide volume reduction equal to one (1) inch times the net increase of impervious surfaces as required in item 15.4 and 15.5, permittees must develop a permanent stormwater treatment system design that will result in no net increase of TSS or phosphorus to the prohibited water. Permittees must keep the plan in the SWPPP for the project. [Minn. R. 7090]
24.1	**General Provisions**. [Minn. R. 7090]
24.2	If the MPCA determines that an individual permit would more appropriately regulate the construction activity, the MPCA may require an individual permit to continue the construction activity. Coverage under this general permit will remain in effect until the MPCA issues an individual permit. [Minn. R. 7001.0210, subp. 6]
24.3	If the permittee cannot meet the terms and conditions of this general permit, an owner may request an individual permit, in accordance with Minn. R. 7001.0210 subp. 6. [Minn. R. 7001.0210, subp. 6]
24.4	Any interested person may petition the MPCA to require an individual NPDES/SDS permit in accordance with 40 CFR 122.28(b)(3). [40 CFR 122.28(b)(3)]
24.5	In addition to the requirement found in section 20, permittees must make the SWPPP, including all inspection reports, maintenance records, training records and other information required by this permit, available to federal, state, and local officials within three (3) days upon request for the duration of the permit and for three (3) years following the NOT. [Minn. R. 7090]
24.6	Permittees may not assign or transfer this permit except when the transfer occurs in accordance with the applicable requirements of item 3.7 and 3.8. [Minn. R. 7090]
24.7	Nothing in this permit must be construed to relieve the permittees from civil or criminal penalties for noncompliance with the terms and conditions provided herein. Nothing in this permit must be construed to preclude the initiation of any legal action or relieve the permittees from any responsibilities, liabilities, or penalties to which the permittees is/are or may be subject to under Section 311 of the Clean Water Act and Minn. Stat. Section 115 and 116, as amended. Permittees are not liable for permit requirements for activities occurring on those portions of a site where the permit has been transferred to another party as required in item 3.7 or the permittees have submitted the NOT as required in Section 4. [Minn. R. 7090]
24.8	The provisions of this permit are severable. If any provision of this permit or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances, and the remainder of this permit must not be affected thereby. [Minn. R. 7090]
24.9	The permittees must comply with the provisions of Minn. R. 7001.0150, subp. 3 and Minn. R. 7001.1090, subp. 1(A), 1(B), 1(C), 1(H), 1(I), 1(J), 1(K), and 1(L). [Minn. R. 7001]
24.10	The permittees must allow access as provided in 40 CFR 122.41(i) and Minn. Stat. Section 115.04. The permittees must allow representatives of the MPCA or any member, employee or agent thereof, when authorized by it, upon presentation of credentials, to enter upon any property, public or private, for the purpose of obtaining information or examination of records or conducting surveys or investigations. [40 CFR 122.41(i)]
24.11	For the purposes of Minn. R. 7090 and other documents that reference specific sections of this permit, "Stormwater Discharge Design Requirements" corresponds to Sections 5, 6 and 14 through 21; "Construction Activity Requirements" corresponds to Sections 7 through 13; and "Appendix A" corresponds to Sections 22 and 23. [Minn. R. 7090]
25.1	**Definitions**. [Minn. R. 7090]
25.2	"Active karst" means a terrain having distinctive landforms and hydrology created primarily from the dissolution of soluble rocks within 50 feet of the land surface. [Minn. R. 7090]
25.3	"Aerial radius measurement" means the shortest straight line distance measurement between the point of stormwater discharge from a project construction site to the nearest edge of the water body receiving the stormwater. This measurement does not follow the meander flow path. [Minn. R. 7090]
25.4	"Best Management Practices (BMPs)" means the most effective and practicable means of erosion prevention and sediment control, and water quality management practices that are the most effective and practicable means of to control, prevent, and minimize degradation of surface water, including avoidance of impacts, construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, pollution prevention through good housekeeping, and other management practices published by state or designated area-wide planning agencies. [Minn. R. 7090]
25.5	"Common Plan of Development or Sale" means one proposed plan for a contiguous area where multiple separate and distinct land-disturbing activities may be taking place at different times, on different schedules, but under one proposed

	plan. One plan is broadly defined to include design, permit application, advertisement or physical demarcation indicating that land-disturbing activities may occur. [Minn. R. 7090]
25.6	"Construction Activity" means activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre. This includes a disturbance to the land that results in a change in the topography, existing soil cover, both vegetative and nonvegetative, or the existing soil topography that may result in accelerated stormwater runoff that may lead to soil erosion and movement of sediment. Construction activity does not include a disturbance to the land of less than five acres for the purpose of routine maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Routine maintenance does not include activities such as repairs, replacement and other types of non-routine maintenance. Pavement rehabilitation that does not disturb the underlying soils (e.g., mill and overlay projects) is not construction activity. [Minn. R. 7090]
25.7	"Dewatering" means the removal of surface or ground water to dry and/or solidify a construction site to enable construction activity. Dewatering may require a Minnesota Department of Natural Resources water appropriation permit and, if dewatering water is contaminated, discharge of such water may require an individual MPCA NPDES/SDS permit. [Minn. R. 7090]
25.8	"Energy Dissipation" means methods employed at pipe outlets to prevent erosion caused by the rapid discharge of water scouring soils. [Minn. R. 7090]
25.9	"Erosion Prevention" means measures employed to prevent erosion such as soil stabilization practices, permanent cover or construction phasing. [Minn. R. 7090]
25.10	"General Contractor" means the party who signs the construction contract with the owner to construct the entire project described in the final plans and specifications. Where the construction project involves more than one contractor, the general contractor is the party responsible for managing the entire project on behalf of the owner. In some cases, the owner is the general contractor. In these cases, the owner signs the permit application as the operator and becomes the sole permittee. [Minn. R. 7090]
25.11	"Groundwater" means the water contained below the surface of the earth in the saturated zone including, without limitation, all waters whether under confined, unconfined, or perched conditions, in near surface unconsolidated sediment or regolith, or in rock formations deeper underground. [Minn. R. 7060]
25.12	"Homeowner Fact Sheet" means an MPCA fact sheet available on the MPCA Construction Stormwater website for permittees to give to homeowners at the time of sale. [Minn. R. 7090]
25.13	"Infeasible" means not technologically possible or not economically practicable and achievable in light of the best industry practices. [Minn. R. 7090]
25.14	"Initiated immediately" means taking an action to commence soil stabilization as soon as practicable, but no later than the end of the workday, following the day when the land-disturbing activities temporarily or permanently cease, if the permittees know that construction work on that portion of the site will be temporarily ceased for 14 or more additional calendar days or 7 calendar days where item 23.9 applies. Permittees can initiate stabilization by: a. prepping the soil for vegetative or non-vegetative stabilization; or b. applying mulch or other non-vegetative product to the exposed soil area; or c. seeding or planting the exposed area; or d. starting any of the activities in a - c on a portion of the area to be stabilized, but not on the entire area; or e. finalizing arrangements to have stabilization product fully installed in compliance with the applicable deadline for completing stabilization. [Minn. R. 7090]
25.15	"Impervious Surface" means a constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, driveways, parking lots, and concrete, asphalt, or gravel roads. Bridges over surface waters are considered impervious surfaces. Recreational trails that are distinctly set apart from a roadway (i.e. not parallel) and intended for non-motorized recreational uses are not considered impervious surfaces. Sidewalks that are parallel to a roadway (or generally following alongside a roadway) must still be included as impervious surfaces. [Minn. R. 7090]
25.16	"National Pollutant Discharge Elimination System (NPDES)" means the program for issuing, modifying, revoking, reissuing, terminating, monitoring, and enforcing permits under the Clean Water Act, as amended (33 U.S.C. 1251 et seq. Section 1342 and 40 CFR parts 122, 123, 124 and 450). [Minn. R. 7001.1020]
25.17	"Natural Buffer" means an area of undisturbed cover surrounding surface waters within which construction activities are

	restricted. Natural buffer includes the vegetation, exposed rock, or barren ground that exists prior to commencement of earth-disturbing activities. [Minn. R. 7090]
25.18	"Normal Wetted Perimeter" means the area of a conveyance, such as a ditch or channel, that is in contact with water during flow events that are expected to occur from a two-year, 24-hour storm event. [Minn. R. 7090]
25.19	"Notice of Termination (NOT)" means the form (electronic or paper) required for terminating coverage under the Construction General permit. [Minn. R. 7090]
25.20	"Operator" means the person (usually the general contractor), firm, governmental agency, or other entity designated by the owner who has day to day operational control and/or the ability to modify project plans and specifications related to the SWPPP. The permit application must list the operator as a permittee. Subcontractors hired by and under supervision of the general contractor are not operators. [Minn. R. 7090]
25.21	"Owner" means the person, firm, governmental agency, or other entity possessing the title of the land on which the construction activities will occur or, if the construction activity is for a lease, easement, or mineral rights license holder, the party or individual identified as the lease, easement or mineral rights license holder; or the contracting government agency responsible for the construction activity. [Minn. R. 7090]
25.22	"Permanent Cover" means surface types that will prevent soil failure under erosive conditions. Examples include: gravel, concrete, perennial cover, or other landscaped material that will permanently arrest soil erosion. Permittees must establish a uniform perennial vegetative cover (i.e., evenly distributed, without large bare areas) with a density of 70 percent of the vegetative cover native to local undisturbed areas on all areas not covered by permanent structures, or equivalent permanent stabilization measures. Permanent cover does not include temporary BMPs such as wood fiber blanket, mulch, and rolled erosion control products. [Minn. R. 7090]
25.23	"Permittee(s)" means the person(s), firm, governmental agency, or other entity identified as the owner and operator on the application submitted to the MPCA and are responsible for compliance with the terms and conditions of this permit. [Minn. R. 7090]
25.24	"Project(s)" means all construction activity planned and/or conducted under a particular permit. The project occurs on the site or sites described in the permit application, the SWPPP and in the associated plans, specifications and contract documents. [Minn. R. 7090]
25.25	"Public Waters" means all water basins and watercourses described in Minn. Stat. Section 103G.005 subd. 15. [Minn. Stat. 103G.005, subd.15]
25.26	"Redoximorphic Features" means a color pattern in soil, formed by oxidation and reduction process of iron and/or manganese in seasonally saturated soil. [Minn. R. 7090]
25.27	"Section" includes all item numbers of the same whole number. For example, "Section 3" of the permit refers to items 3.1 through 3.8. [Minn. R. 7090]
25.28	"Seasonally Saturated Soil" means the highest seasonal elevation in the soil in a reduced chemical state because of soil voids filled with water causing anaerobic conditions. Seasonally saturated soil is evidenced by the presence of redoximorphic features or other information determined by scientifically established methods or empirical field measurements. [Minn. R. 7090]
25.29	"Sediment Control" means methods employed to prevent suspended sediment in stormwater from leaving the site (e.g. silt fences, compost logs and storm drain inlet protection). [Minn. R. 7090]
25.30	"Stabilize", "Stabilized", "Stabilization" means the exposed ground surface has been covered by appropriate materials such as mulch, staked sod, riprap, erosion control blanket, mats or other material that prevents erosion from occurring. Grass seeding, agricultural crop seeding or other seeding alone is not stabilization. Mulch materials must achieve approximately 90 percent ground coverage (typically 2 ton/acre). [Minn. R. 7090]
25.31	"Stormwater" means precipitation runoff, stormwater runoff, snowmelt runoff, and any other surface runoff and drainage. [Minn. R. 7090]
25.32	"Steep Slopes" means slopes that are 1:3 (V:H) (33.3 percent) or steeper in grade. [Minn. R. 7090]
25.33	"Storm Water Pollution Prevention Plan (SWPPP)" means a plan for stormwater discharge that includes all required content under in Section 5 that describes the erosion prevention, sediment control and waste control BMPs and permanent stormwater treatment systems. [Minn. R. 7090]
25.34	"Surface Water or Waters" means all streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, and irrigation systems whether natural or artificial, public or private, except that surface waters do not include stormwater treatment systems constructed from upland. This permit does not consider stormwater

	treatment systems constructed in wetlands and mitigated in accordance with Section 22 as surface waters. [Minn. R. 7090]
25.35	"Waters of the State" means all streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof. [Minn. Stat. 115.01, subd. 22]
25.36	"Water Quality Volume" means one (1) inch of runoff from the net increase in impervious surfaces created by the project (calculated as an instantaneous volume). [Minn. R. 7090]
25.37	"Wetlands" means those areas that are inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Constructed wetlands designed for wastewater treatment are not waters of the state. Wetlands must have the following attributes: a. a predominance of hydric soils; and b. inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in a saturated soil condition; and c. under normal circumstances support a prevalence of such vegetation. [Minn. R. 7050.0186, subp. 1(a)B]

SERVICE INFORMATION

Service ID:
577852
Service Type: Construction Stormwater General Permit Application
Created On: 08/28/2026

Location

Address Line 1: 23324 County Road 3
Address Line 2:
Address Line 3:
State: Minnesota
County: Crow Wing
City: Merrifield
Zip/Postal Code: 564654040
Coordinate System: Lat Long - decimal degrees
Latitude: 46.489542
Longitude: -94.153716
Collection Method: Digitized - MPCA online map

Location Description:
Is the site located within Indian Country?: No

Contacts

Name: Richard A. Adams
Contact Type: Owner
Organization Name: Great Northern Communications LLC
Organization Type: Private (Non-Government)
E-Mail: Rickad1635@gmail.com
Phone: (218) 839-4800 (24-Hour Phone Number)
Contact Address: 1635 Ponto Lake Rd NW
Backus, Minnesota 56435-2453

Name: Brian Thompson
Title: Owner \ Operator
Contact Type: Contractor
Organization Name: Wizards Tree Service
Organization Type: Private (Non-Government)
E-Mail: wizards0175@live.com
Phone: (218) 851-6106 (Mobile Phone Number)
Contact Address: 20207 County Road 3
Brainerd, Minnesota 56401-5293

SUBMITTAL DISPLAY

Application Readiness

I have read the permit and my project is eligible according to the permit	Yes
I understand that incomplete applications cannot be processed	Yes
I am ready to make payment	Yes
My project is not located within Indian Country. A project located within Indian Country must obtain permit coverage from the U.S. Environmental Protection Agency (USEPA), not the MPCA:	Yes

Prevention Opportunities

Have you implemented any prevention activities in the past year?	No
Why not?	New facility, site or project
Would you like to be contacted to discuss prevention opportunities?	No

Environmental Review

Has this project been petitioned for an environmental review?:
No

Was an environmental review required for this project or any part of a common plan of development or sale that includes this project? :
No

Stormwater Pollution Prevention Plan

Has a SWPPP been developed for this project and incorporated into the project's plans and specifications as required in the Section 5 of the Construction Stormwater Permit?
Yes

Does your project have a discharge point within one mile (aerial radius measurement) of a special water or a water that is impaired for sediment or a sediment related parameter (see Section 23)?
No

Is your project part of a larger common plan of development where any part of the common plan has a discharge point within one mile (aerial radius measurement) of a special water or a water that is impaired for sediment or a sediment related parameter (see Section 23)?	No

(Note: If your project does not have a discharge point within one mile of a special or impaired water, the additional requirements of Section 23 do not apply even if some part of the larger common plan does have discharge point within one mile of any of these waters.)

***This permit cannot be issued until the requirements for wetland permits, other determinations, or the mitigative sequence required in Section 22 have been finalized and documented. If required, are all wetland permits or determinations complete?**	Not Required

Project Information

Project Name	Gobblers Storage Addition
Stormwater Project Type	Commercial/Industrial
Other Project Description	
Construction Start Date	09/09/2026
Estimated Completion Date	09/09/2027
Disturbed area of project in acres	2
Existing area of impervious surface in acres within the disturbed area of the project	0.22
Post-construction area of impervious surface in acres within the disturbed area of the project	0.77

Is the project part of a larger common plan of development that will ultimately disturb 50 or more acres?
No

***Is the project a common plan of development (or subdivision) where individual lots will ultimately be bought or sold?** Yes
(E.g. residential subdivision, multi-lot retail center, etc.)

Common Plan of Development

PLEASE READ!

There are additional steps that you are required to take when a lot within your common plan of development or subdivision has been bought or sold:

1. Work with the new lot owner to fill out and sign a free subdivision registration form and submit the form to csw.pca@state.mn.us within 30 days of sale of the lot.
2. Provide the new owner with a copy of the stormwater pollution prevention plan (SWPPP) that addresses the remaining construction activity for that lot.

Please refer to permit items: 3.7 and 3.8
For questions, please contact the staff member assigned to your project
s
location: Construction Stormwater Compliance and Enforcement Coverage Area Map

Permanent Stormwater Management

Filtration	Yes
Infiltration	No
Other	No
Regional Ponding	Yes

Stormwater harvest and reuse	No
Unreported	No
Wet sedimentation basin	Yes

Waterbodies

Are there surface waters within one mile of the project boundary that will receive stormwater from the site or discharge from a permanent stormwater management system?
No

Electronic Signature

Signator: Richard Adams
Signator ID: RICKAD51
Challenge/Response Question: What was the manufacturer of your first car?
Challenge/Response Answer: ******
eSignature PIN: ******
Date/Time of eSignature: 09/01/2026 14:53

I certify under penalty of law that

- I am the Owner or Contractor as defined on the application form and hold one of the following positions as applicable for my business organization:
  - Corporation: a principal executive officer of at least the level of vice-president or the duly authorized representative or agent of the executive officer if the representative or agent is responsible for the overall operation of the facility that is the subject of the permit application.
  - Partnership or Sole Proprietorship: a general partner or the proprietor.
  - Municipality, State, Federal or Other Public Agency: principal executive officer or ranking elected official.
- This document and all supporting documents, including those required to be maintained on-site, were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted.
- Based on my inquiry of the person or persons who manage this system, or the persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.
- I have read, understood, and accepted all terms and conditions of the NPDES/SDS General Stormwater Permit Construction Activity (MN R100001) that authorizes stormwater discharges associated with the construction site identified on this form.

When I have named a person other than myself as the Owner or Contractor as a compliment to my role, he or she has full knowledge of his or her inclusion on this application and the associated liabilities and responsibilities.

CSW Certifier: Richard Adams
Date: 09/01/2026

Submission

Date/Time of Submission: 09-01-2026 02:54:12 PM

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: I-63883 **Commitment No.:**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Atlas Abstract & Title, Inc.
Issuing Office: 204 S. 8th St, Brainerd, MN 56401
Issuing Office's ALTA® Registry ID: 1070961
Loan ID No.:
Commitment No.:
Issuing Office File No.: I-63883
Property Address: 23324 CR 3, Merrifield, MN 56465

SCHEDULE A

1. Commitment Date: August 12, 2026 at 08:00 AM

2. Policy to be issued:

   a. 2021 ALTA Owner's Policy (07/01/21)
   Proposed Insured:
   Proposed Amount of Insurance: $0.00
   The estate or interest to be insured: Fee Simple

   b. 2021 ALTA Loan Policy (07/01/21)
   Proposed Insured: , its successors and/or assigns as their respective interests may appear.
   Proposed Amount of Insurance: $0.00
   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:

   Great Northern Communications LLC as evidenced by the Warranty Deed dated March 29, 2024, filed March 29, 2024 as Document No. 995035.

5. The Land is described as follows:

   SEE SCHEDULE C ATTACHED HERETO

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty 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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SCHEDULE A
(Continued)

Issued through the Office of:
Atlas Abstract & Title, Inc.
204 S. 8th St.
Brainerd, MN 56401
218-828-3910



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Stewart Title Guaranty 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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COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: I-63883 **Commitment No.:**

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.

5. Effective March 1, 2026, the U.S. Department of Treasury's Financial Crimes Enforcement Network ("FinCEN") requires that a Real Estate Report ("FinCEN Report") be filed with FinCEN for certain residential real estate transfers, including purchases with all cash or without institutional lender financing, where at least one buyer or transferee is a legal entity, limited liability company, corporation, partnership, trust, trustee, or other non-natural person. If the proposed transaction involves a reportable transfer, the buyer(s) and seller(s) must, prior to closing, provide all information and documentation necessary to complete and file the FinCEN Report. If the required information is not fully and timely provided, Atlas Abstract & Title, Inc. expressly reserves the right to withdraw as the settlement agent for the transaction. Additional information regarding FinCEN's reporting requirements is available at https://www.fincen.gov/rre/.

6. If an Owner's Policy of Title Insurance is not ordered at the closing, Company's "Notice of Availability of Owner's Title Insurance" form must be signed by the mortgagors.

7. Company's "Affidavit of Purchaser" executed by Buyers.

8. Company's "Affidavit of Seller" executed by Sellers.

9. Well Disclosure Certificate; or else a deed which contains the following statement: "The Seller certifies that the Seller does not know of any well on the described property".

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SCHEDULE B, PART I
(Continued)

10. Obtain a Satisfaction of the Mortgage dated May 14, 2025, filed June 2, 2025 as Document No. 1010105 executed by Great Northern Communications LLC to Old National Bank to secure $275,000.00.

11. Obtain a Satisfaction of Assignment of Rents dated May 14, 2025, filed June 2, 2025 as Document No. 1010106 executed by Great Northern Communications LLC to Old National Bank to secure $275,000.00.

12. Obtain a Satisfaction of Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated July 21, 2026, filed July 27, 2026 as Document No. 1027132 executed by Blue Sky Towers IV, LLC to Great Northern Communications, LLC to secure $600,000.00.

13. Obtain a Satisfaction of Assignment of Leases and Rents dated July 21, 2026, filed July 27, 2026 as Document No. 1027133 executed by Blue Sky Towers IV, LLC to Great Northern Communications, LLC to secure $600,000.00.

14. Need to obtain a Certificate of Incumbency and a Certificate of Good Standing for Great Northern Communications, LLC.

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: I-63883 **Commitment No.:**

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. Facts which would be disclosed by a comprehensive survey of the premises herein described

3. Rights and claims of parties in possession.

4. Mechanics', Contractors or Materialmen's liens and lien claims, if any, where no notice thereof appears of record.

5. Liens or deferred charges not shown on the tax roll, for installations and connection of water and sewer laterals, mains and service pipes.

6. Special taxes or assessments, if any, payable with taxes levied or to be levied for the current and subsequent years.

7. Rights of others thereto entitled in and to the continued uninterrupted flow of water through ditches crossing insured premises or along the boundary line, if any.

8. Local, city, county or airport ordinances which may affect development or use of property.

9. Any change in title occurring subsequent to the effective date of this Commitment and prior to the date of issuance of the Title Policy.

10. Easements or claims of easements not recorded in the public records.

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SCHEDULE B, PART II
(Continued)

11. Real estate taxes for the year 2026 are $576.00 and are Paid in Full. Parcel Number: 73240513. Property is Non-Homestead.
Note: 2025 and prior years taxes are paid.
Note: First half installment due May 15th. Second half installment due October 15th.

12. Yearly Ditch assessment in the amount of $7.10.

13. Subject to the drainage and utility easements as shown on the recorded plat of Anderson Acres.

14. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

15. Subject to the conditions as listed on the Conditional Uses filed February 9, 1993 as Document No. 447234, filed January 28, 2025 as Document No. 1005891 and filed July 22, 2026 as Document No. 1026892.

16. Subject to the terms of the Variance filed July 22, 2026 as Document No. 1026890.

17. Right of Way Easements in favor of Crow Wing Co-op, dated April 9, 2024m, filed June 4, 2024 as Document No. 997211 and dated May 19, 2026, filed July 20, 2026 as Document No. 1026724.

18. Subject to the Communications Facility Easement Agreement dated July 21, 2026, filed July 27, 2026 as Document No. 1027130.

19. Subject to the terms of the Tower Lease Agreement dated May 1, 2025, filed July 18, 2025 as Document No. 1012070.

20. Subject to ther terms of Memorandum Amendment No. 1 to Tower Lease Agreement dated June 3, 2026, filed June 10, 2026 as Document No. 1024956.

21. Subject to the terms of the Notice of Assignment of Tower Space Licenses dated July 21, 2026, filed July 27, 2026 as Document No. 1027131.

NOTE: AN OWNER'S POLICY ISSUED IN CONNECTION WITH THIS COMMITMENT WILL CONTAIN THE FOLLOWING PRE-PRINTED EXCEPTIONS:

1. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.

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COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: I-63883 **Commitment No.:**

SCHEDULE C

The Land is described as follows:

Lot Eight (8), Block One (1), Anderson Acres.

County: Crow Wing
Property type: Abstract

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: I-63883 **Commitment No.:**

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, Stewart Title Guaranty Company, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

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.

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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.

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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.
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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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: Richard Adams Date application submitted: 08-18-2026
Parcel Number(s): 73240513
Mailing Address: 1635 E Ponto Lake Rd NW
City: Backus Zip: 56435

Property Owner Information:

Owner Name: GREAT NORTH COMMUNICATIONS LLC
Physical Address: 23324 COUNTY ROAD 3
City: MERRIFIELD Zip: 56465
Township: LAKE EDWARD TOWNSHIP Zoning: SD Deeded Acres: 2.75 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?: No

If no, when will they be?: 08-26-2026

Title commitment uploaded in application?: Yes

Applicants Findings of Fact – Final Plat

Name of Applicant: Richard Adams PID: 73240513

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, Section 9.8

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

- Yes, Cannot build on Lot 11 until existing structure on Lot 14 is removed

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?)

- Erosion control fencing will be put in place prior to construction to prevent erosion into the drain

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

- Yes

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Veteran Services	Erik Flowers
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Resolution Authorizing the Moving Veterans Forward Partnership with Veteran Valor Farm

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
Approve Resolution: Authorizing the Moving Veterans Forward Partnership with Veteran Valor Farm

Approximate length of presentation:

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

RESOLUTION AUTHORIZING THE MOVING VETERANS FORWARD PARTNERSHIP WITH VETERAN VALOR FARM

WHEREAS, Crow Wing County Veterans Services serves veterans throughout Crow Wing County and regularly encounters transportation barriers that cannot be adequately addressed through existing medical, public, or veteran transportation programs; and

WHEREAS, these barriers are particularly significant for veterans experiencing homelessness, housing instability, financial hardship, treatment transitions, or other circumstances requiring assistance to achieve or maintain stability; and

WHEREAS**,** transportation needs may include more than transporting a veteran from one location to another and may involve moving personal belongings or essential household items, transitioning into stable housing or residential treatment, or accessing critical benefits, identification, employment, and other stabilization resources; and

WHEREAS**,** Veteran Valor Farm has transportation and logistical capabilities that can assist veterans when existing transportation resources are unavailable or unable to reasonably meet the identified need; and

WHEREAS, Crow Wing County Veterans Services and Veteran Valor Farm propose the Moving Veterans Forward partnership to address these specific transportation gaps without duplicating existing transportation programs or establishing a general transportation service; and

WHEREAS**,** the Crow Wing County Board of Commissioners recognizes that removing transportation barriers can directly support veterans in accessing housing, treatment, benefits, employment, and other resources necessary for long-term stability.

NOW, THEREFORE, BE IT RESOLVED, that the Crow Wing County Board of Commissioners hereby authorizes Crow Wing County Veterans Services to participate in the Moving Veterans Forward partnership with Veteran Valor Farm and to coordinate referrals for veterans with identified transportation or logistical needs when existing resources cannot reasonably meet those needs.

BE IT FURTHER RESOLVED, that the Crow Wing County Board of Commissioners authorize the Veterans Services Director to administer and coordinate the partnership on behalf of Crow Wing County consistent with County policies and applicable agreements.

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 < >, 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 X day of XX, 2026.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Administration	Deborah A. Erickson
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: Reschedule Public Hearing for the Nelson Preserve Cartway

PREVIOUS ACTION:

- 08/22/2017 – Approved a 33-foot private ingress/egress easement to Nelson Preserve across tax forfeited land, subject to the County's private easement policy.
- 10/22/2019 – Scheduled a public hearing for November 26, 2019, to consider establishing a cartway in the Unorganized Territory Second Assessment District, as petitioned by Nelson Preserve.
- 11/26/2019 – Held the public hearing with no public comment. Accepted the Nelson Preserve cartway petition and directed staff to conduct an on-site inspection and identify available route options, with notice to affected landowners.
- 08/11/2020 – Scheduled an on-site public meeting and public hearing to consider establishment of the proposed Nelson Preserve cartway.
- 09/08/2020 – Rescheduled the on-site public meeting to September 28, 2020.
- 10/27/2020 – County Attorney Donald Ryan advised that the cartway matter was removed from the agenda at the request of the parties' attorneys while they pursued a potential resolution.
- 09/14/2021 – Removed the Nelson Preserve Cartway Contested Hearing from the agenda.
- 03/08/2022 – Directed County Attorney Donald Ryan to contact the parties and schedule the contested hearing for an April County Board meeting.
- 04/19/2022 – Directed the petitioners to deposit $20,000 with Crow Wing County for County costs related to the cartway petition. Set May 10, 2022, for the route determination and May 24, 2022, for consideration of damages.
- 05/10/2022 – Held the contested hearing and unanimously selected Route 2. Directed that a survey of Route 2 be completed and presented at the May 24 hearing.
- 05/24/2022 – Considered damages and tabled the proceedings until June 14, 2022, to allow the Board to reconsider the route and damages based on information received.
- 06/14/2022 – County Attorney Donald Ryan requested continuation of the contested hearing while the parties pursued a potential private easement resolution.
- 06/28/2022 – Continued the contested hearing to the next County Board meeting.
- 07/12/2022 – Continued the contested hearing to the next County Board meeting.
- 07/26/2022 – Continued the contested hearing to the next County Board meeting.
- 08/23/2022 – County Attorney Donald Ryan reported that most issues had been resolved and advised that the matter would return to the Board for action.
- 09/13/2022 – Held the contested hearing. Affirmed the prior selection of Route 2 and awarded total damages of $17,500, including $15,000 to Keith Unger and $2,500 for County staff time and expenses.
- 09/27/2022 – Approved the Resolution and Order Establishing the Nelson Preserve Cartway and Award of Damages.
- 10/11/2022 – County Attorney Donald Ryan advised that the cartway decision had been appealed to District Court. MCIT appointed Paul Reuvers to protect the County's interests in the appeal. There is a motion by the petitioner's attorney to intervene, the county's legal representative will not be heavily involved.
- 09/08/2026 – Approved setting a public hearing for September 22,2026, to discuss the Nelson Preserve Cartway.
- 09/16/2026 – The September 22, 2026, Public Hearing was rescheduled to October 27, 2026, at 9:30 AM.

COMMENTS:

On 09/16/26 the decision was made to reschedule the Public Hearing in order to statutorily notify other parties involved via personal service. The Public Hearing will be rescheduled to Tuesday, October 27, 2026, at 9:30 AM, pending approval of this Request for Board Action by the County Board.

RECOMMENDED BOARD ACTION:
Approve rescheduling the Public hearing for the Nelson Preserve Cartway discussion to Tuesday, October 27th, 2026, at 9:30 AM

Approximate length of presentation:

REQUEST FOR BOARD ACTION

Meeting Date

Tuesday, September 22, 2026

Admin Services	Nancy Malecha
ORIGINATING DEPARTMENT	PRESENTER

AGENDA ITEM: 2027 Preliminary Levy Resolution for Crow Wing County and Unorganized Territory

PREVIOUS ACTION:

COMMENTS:

RECOMMENDED BOARD ACTION:
To approve Resolution (attached): 2027 Preliminary Levy Resolution for Crow Wing County and Unorganized Territory

Approximate length of presentation:

2027 Preliminary Levy

September 22, 2026

County's Guiding Mission

Serve Well

- The annual budget process is a substantial organizational undertaking, requiring coordinated efforts of approximately 90 staff members dedicating thousands of hours to its completion.

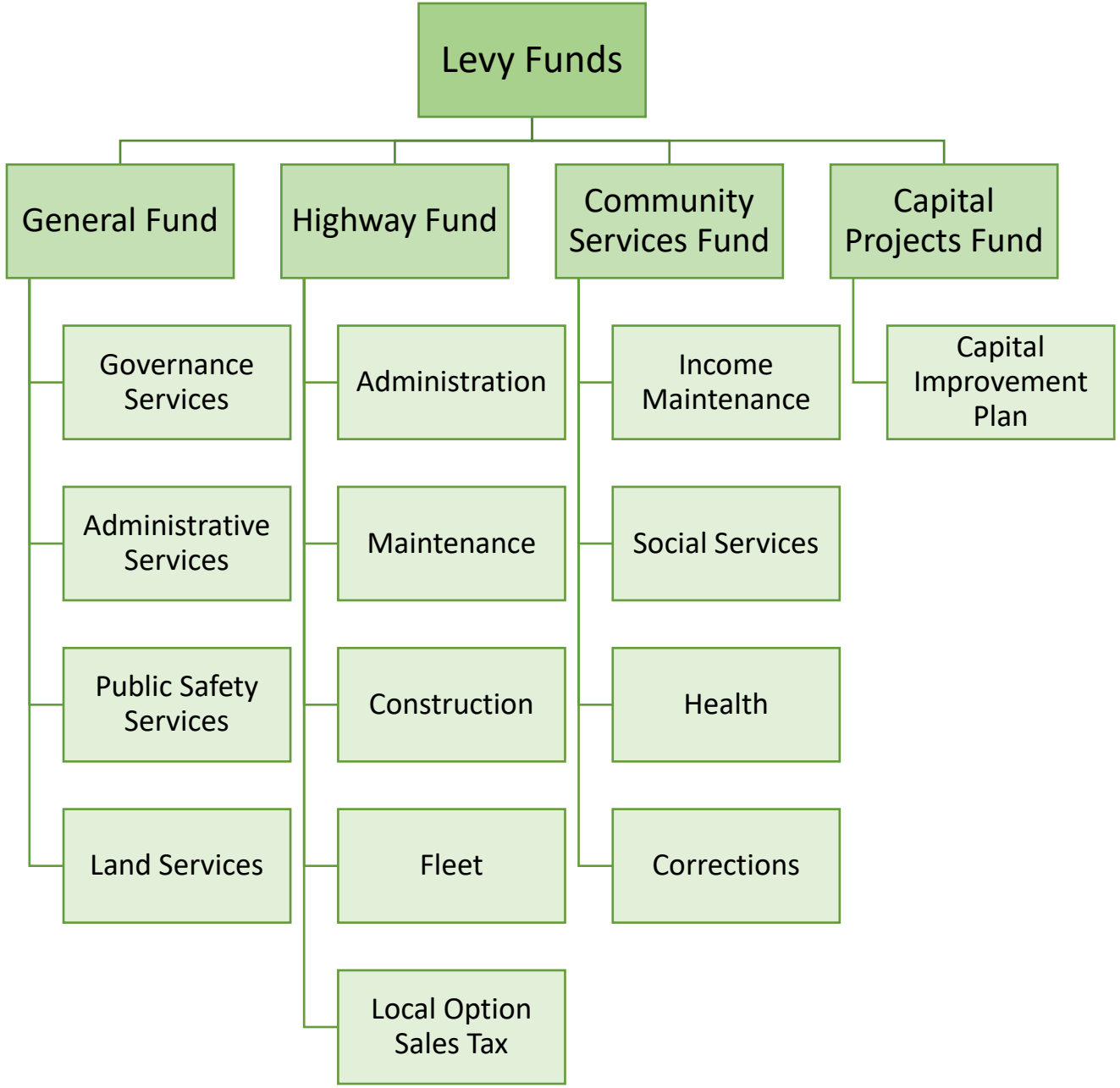
Deliver Value

- The Advisory Committee expanded the Capital Improvement Plan to a 10-year outlook (2027-2036).
- The 2027 Budget includes a net reduction of one full-time equivalent position, reflecting our continued refinement of our organizational structure.

Drive Results

- Through mission-guided budgeting, the initial 2027 levy was reduced by $5.2M for a levy of 4.99%. This outcome reflects our commitment to responsible stewardship of taxpayer resources while advancing a stronger future for CWC.

Levy Funds


Levy Funds
General Fund
Highway Fund
Community Services Fund
Capital Projects Fund
Governance Services
Administrative Services
Public Safety Services
Land Services
Administration
Maintenance
Construction
Fleet
Local Option Sales Tax
Income Maintenance
Social Services
Health
Corrections
Capital Improvement Plan

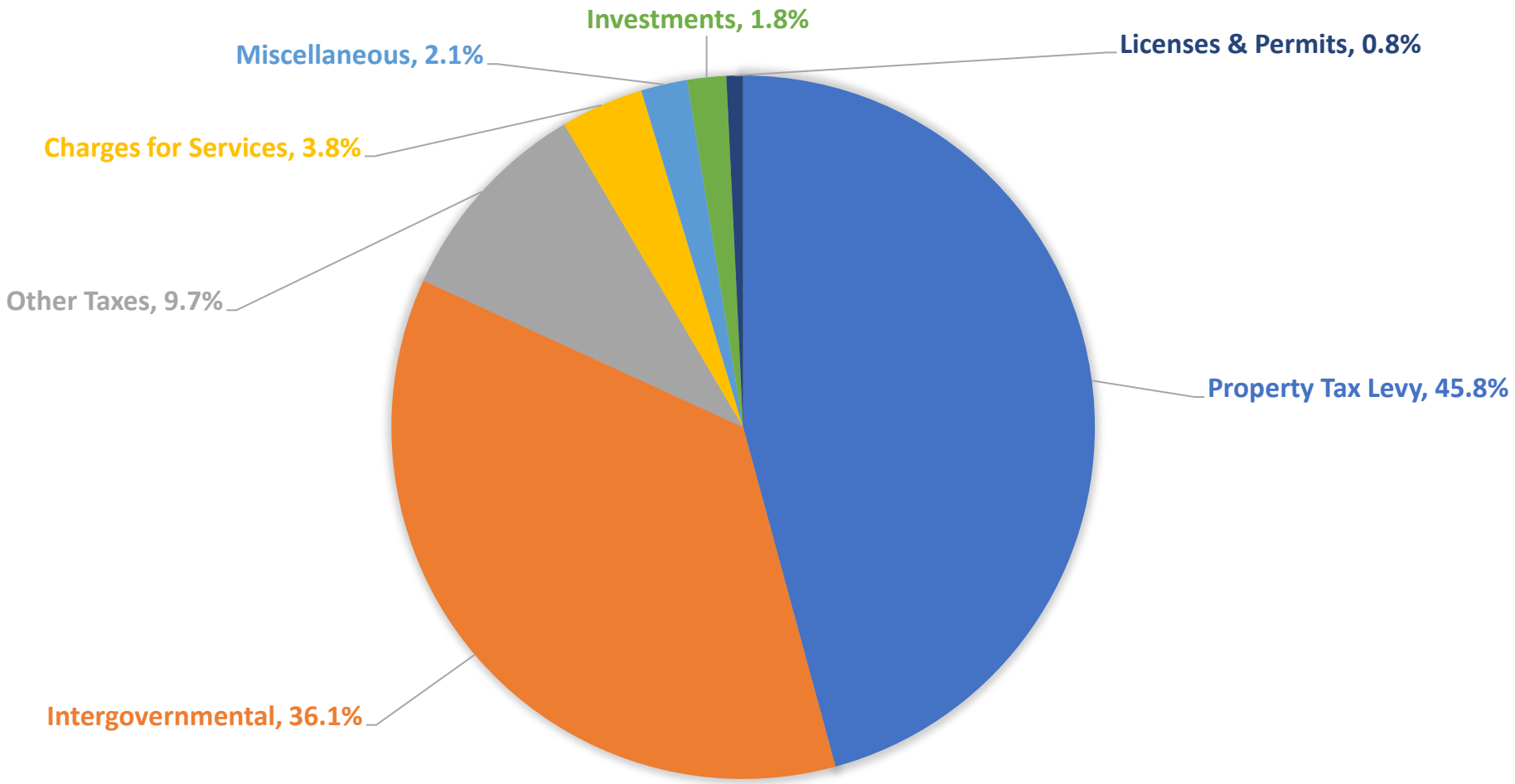
Levy Funds Revenues

Revenues	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
Property Tax Levy	$50,839,879	**$53,376,748**	$2,536,869	4.99%
Intergovernmental	$44,851,784	**$42,070,041**	-$2,781,743	-6.20%
Other Taxes	$10,541,805	**$11,267,530**	$725,725	6.88%
Charges for Services	$4,702,556	**$4,448,678**	-$253,878	-5.40%
Miscellaneous	$1,970,197	**$2,485,103**	$514,906	26.13%
Investments	$2,000,000	**$2,079,371**	$79,371	3.97%
Licenses & Permits	$888,589	**$890,763**	$2,174	0.24%
Total Revenues	**$115,794,809**	**$116,618,234**	**$823,424**	**0.71%**

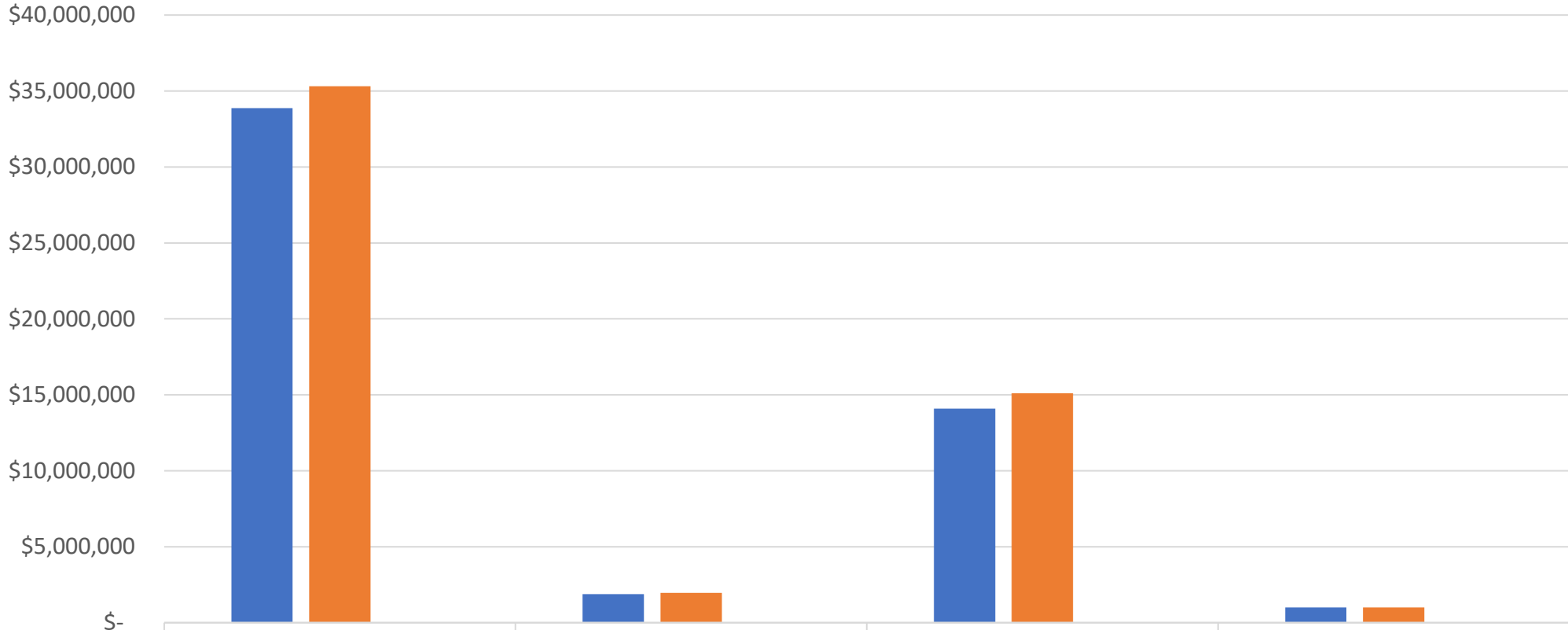
- Intergovernmental decrease mainly due to Highway State aid, city/township reimbursements, Highway Federal grants.
- Other Taxes increase due to Highway local option sales tax (LOST) revenue.
- Miscellaneous increase mainly due to interfund transfers from LOST to Highway divisions for service costs.

Levy Funds Revenues

2027 TOTAL REVENUES = $116,618,234



Property Tax Levy by Fund



	General Fund	Highway Fund	Community Services Fund	Capital Projects Fund
2026 Property Tax Levy	$33,874,842	$1,871,770	$14,093,266	$1,000,000
2027 Property Tax Levy	$35,310,155	$1,964,267	$15,102,326	$1,000,000
% Increase/Decrease	4.24%	4.94%	7.16%	0.00%

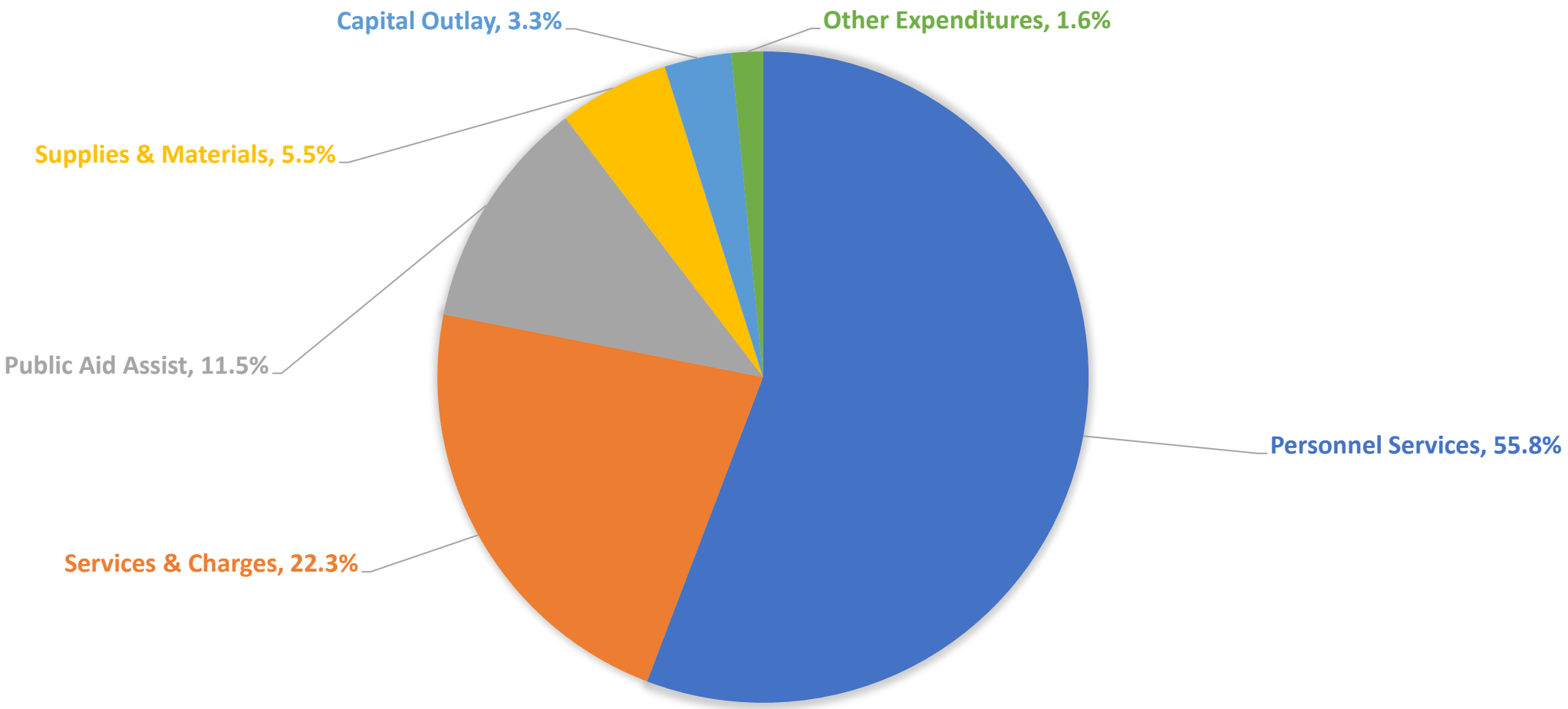
Levy Funds Expenditures

Expenditures	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
Personnel Services	$62,639,808	**$66,187,030**	$3,547,222	5.66%
Services & Charges	$34,272,697	**$26,446,979**	-$7,825,718	-22.83%
Public Aid Assist	$13,365,316	**$13,679,279**	$313,963	2.35%
Supplies & Materials	$5,718,329	**$6,517,141**	$798,812	13.97%
Capital Outlay	$2,975,539	**$3,944,542**	$969,003	32.57%
Other Expenditures	$819,415	**$1,849,677**	$1,030,262	125.73%
Debt Services	$0	**$0**	$0	0.00%
Total Expenditures	**$119,791,104**	**$118,624,647**	**-$1,166,456**	**-0.97%**

- Personnel Services increase due to salaries/wages, insurances, pension & FICA, & MPL mandate.
- Services & Charges decrease mainly due to Highway contractor fees.
- Other Expenditures increase due to Airport appropriation reallocation & LOST interfund transfer.

Levy Funds Expenditures

2027 TOTAL EXPENDITURES = $118,624,647



Mandated Services

Mandated Services – services the County is required to provide under State or Federal laws:

- Public safety, jail operations, criminal prosecution, & court support
- Child & adult protection and mental health & disability services
- Elections, finance, & property tax administration
- Highway roads & snow removal
- Public health & veterans services

Core Support Services – services not specifically required by law but necessary to deliver mandated services:

- Information technology & cybersecurity
- Facility maintenance & utilities
- Fleet management & capital improvement projects

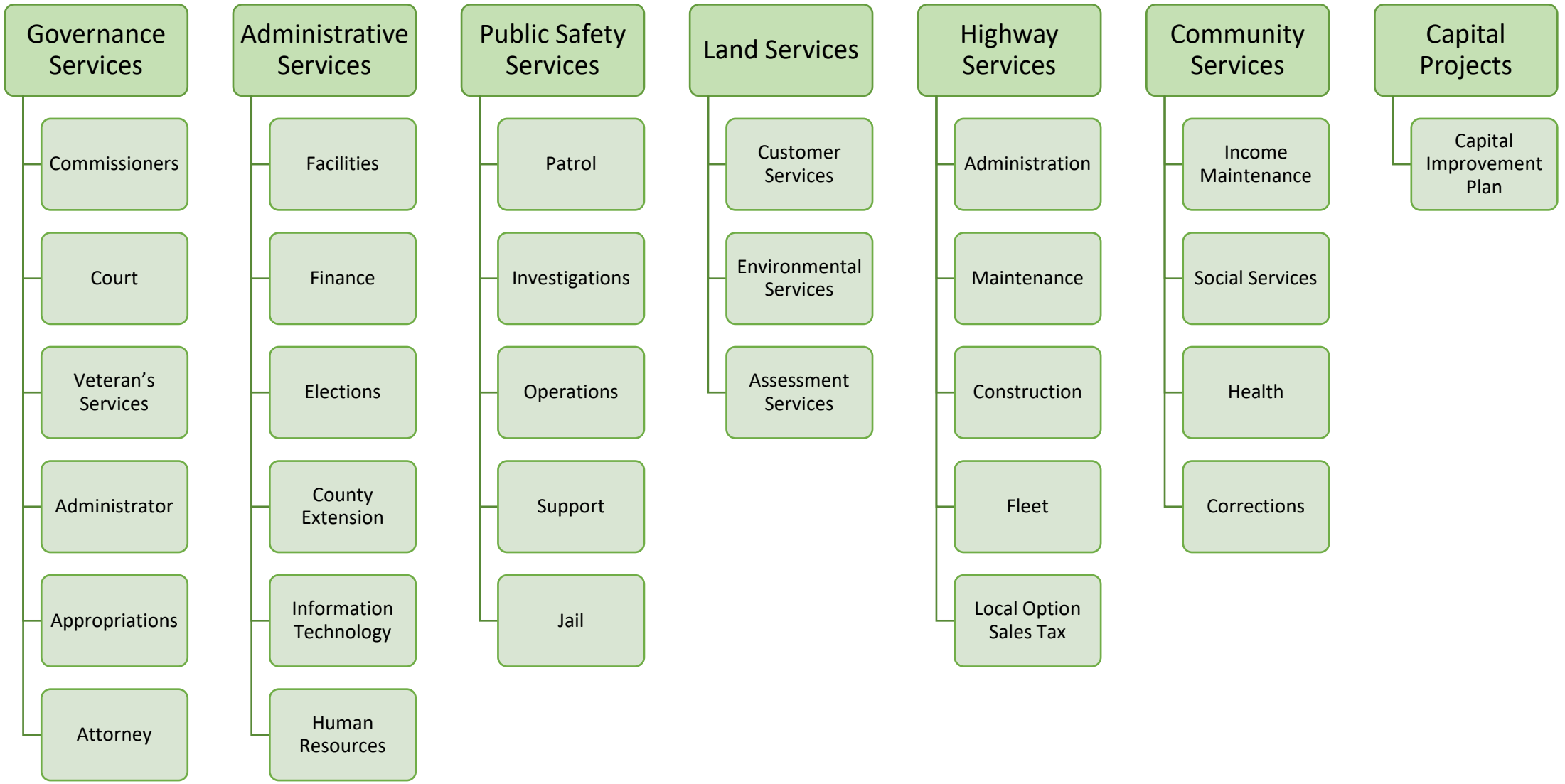
Discretionary Spending – programs the County Board chooses to support:

- U of MN Extension & County Fair
- Brainerd Lakes Regional Airport
- Crow Wing County Historical Society

For every $1.00 the County spends:

- **79.5¢ supports mandated services.**
- **20¢ supports core support services.**
- **.5¢ supports discretionary spending.**

Service Centers

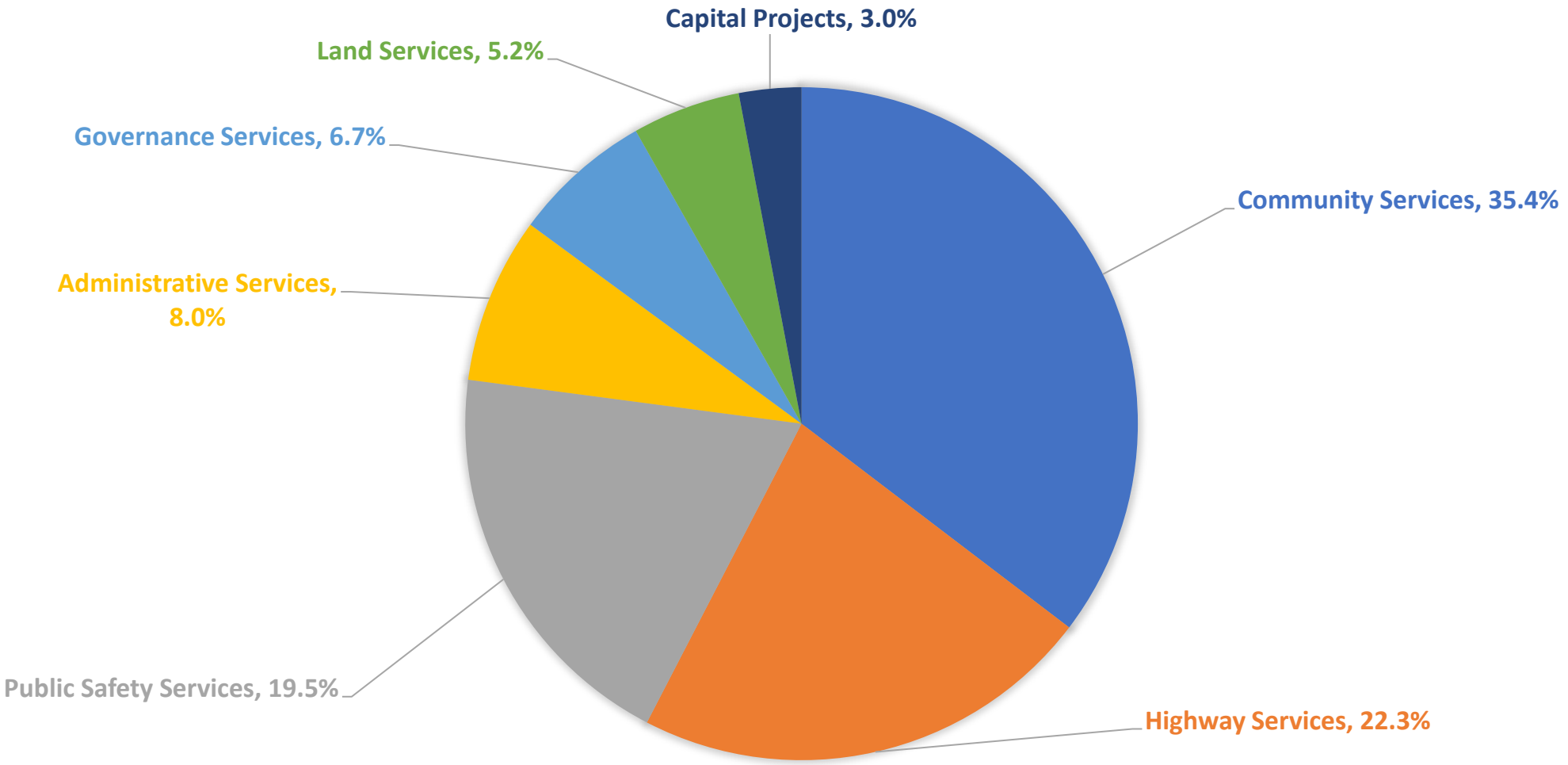


Service Centers Revenues

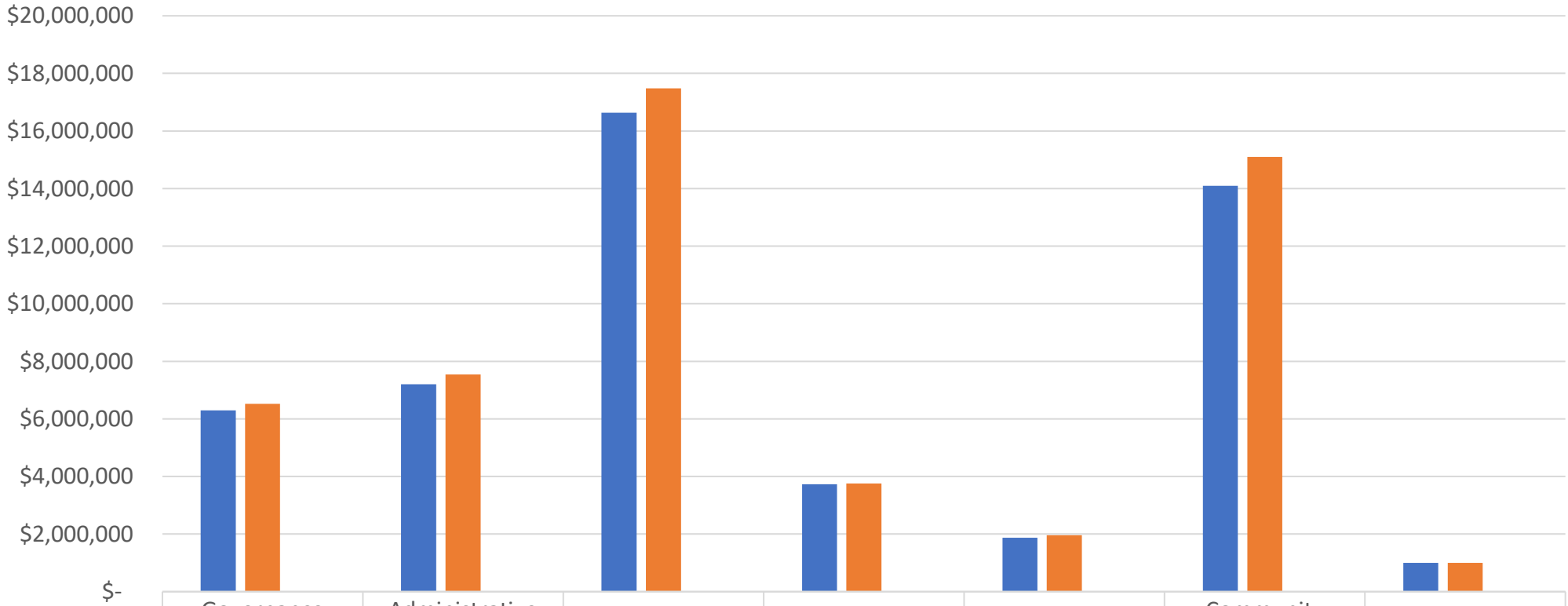
Revenues	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
Governance Services	$7,389,080	**$7,840,712**	$451,632	6.11%
Administrative Services	$9,111,294	**$9,313,060**	$201,766	2.21%
Public Safety Services	$21,286,600	**$22,720,313**	$1,433,713	6.74%
Land Services	$5,896,358	**$6,070,373**	$174,015	2.95%
Highway Services	$27,908,354	**$25,949,558**	-$1,958,796	-7.02%
Community Services	$40,041,905	**$41,228,696**	$1,186,791	2.96%
Capital Projects	$4,161,220	**$3,495,523**	-$665,697	-16.00%
Total Revenues	**$115,794,809**	**$116,618,234**	**$823,424**	**0.71%**

Service Centers Revenues

2027 TOTAL REVENUES = $116,618,234



Property Tax Levy by Service Centers



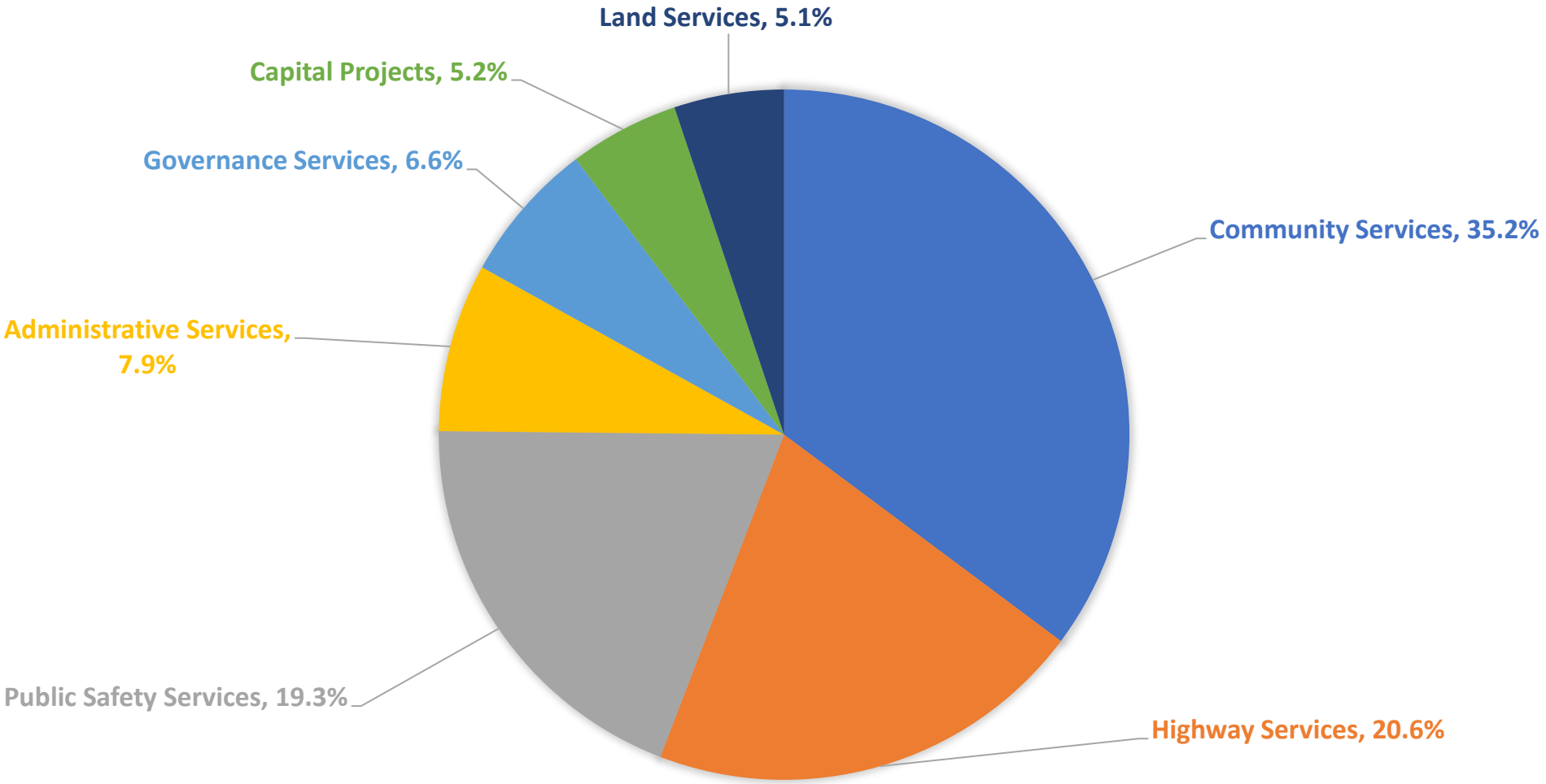
	Governance Services	Administrative Services	Sheriff Services	Land Services	Highway Services	Community Services	Capital Projects
2026 Property Tax Levy	$6,297,268	$7,205,706	$16,636,797	$3,735,072	$1,871,770	$14,093,266	$1,000,000
2027 Property Tax Levy	$6,526,070	$7,544,044	$17,482,152	$3,757,888	$1,964,267	$15,102,326	$1,000,000
% Increase/Decrease	3.63%	4.70%	5.08%	0.61%	4.94%	7.16%	0.00%

Service Centers Expenditures

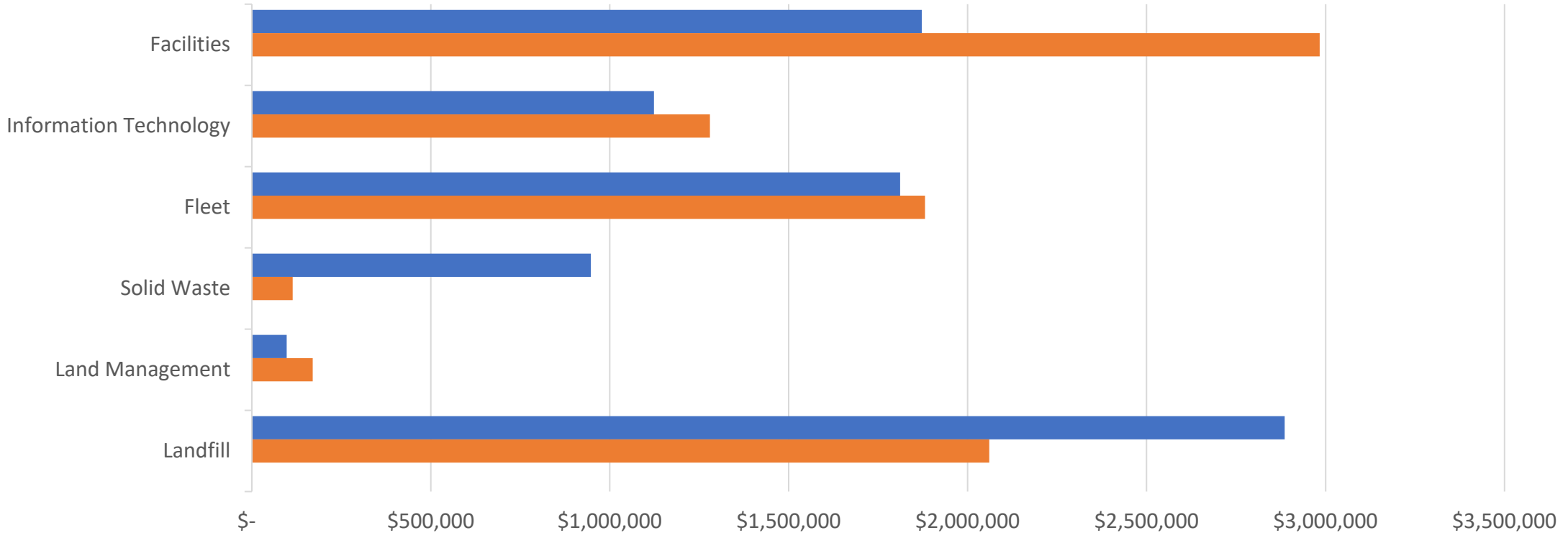
Expenditures	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
Governance Services	$7,389,079	**$7,883,299**	$494,220	6.69%
Administrative Services	$9,111,293	**$9,363,643**	$252,350	2.77%
Public Safety Services	$21,369,530	**$22,927,100**	$1,557,570	7.29%
Land Services	$5,896,357	**$6,103,345**	$206,988	3.51%
Highway Services	$30,805,723	**$24,476,956**	-$6,328,767	-20.54%
Community Services	$40,444,962	**$41,758,595**	$1,313,633	3.25%
Capital Projects	$4,774,159	**$6,111,709**	$1,337,550	28.02%
Total Expenditures	**$119,791,104**	**$118,624,647**	**-$1,166,456**	**-0.97%**

Service Centers Expenditures

2027 TOTAL EXPENDITURES = $118,624,647



Capital Projects



	Facilities	IT	Fleet	Solid Waste	Land Mgmt.	Landfill
2026 Budget	$1,871,500	$1,123,495	$1,811,384	$947,500	$97,000	$2,885,681
2027 Prelim. Budget	$2,983,436	$1,279,566	$1,880,927	$114,200	$170,000	$2,059,978
% Increase/Decrease	59.41%	13.89%	3.84%	-87.95%	75.26%	-28.61%

Unorganized Territory Revenues

- The First Assessment & Second Assessment Districts are unorganized territories in which the County Board is the elected governing body due to the absence of local city/township government.

Revenues	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
First Assmt. District (FAD)				
Property Tax Levy	$1,412,463	**$1,486,169**	$73,706	5.22%
Intergovernmental	$55,777	**$63,627**	$7,850	14.07%
FAD Total	$1,468,240	**$1,549,796**	$81,556	5.55%
Second Assmt. District (SAD)				
Property Tax Levy	$99,999	**$109,992**	$9,993	9.99%
Intergovernmental	$6,850	**$7,243**	$393	5.74%
SAD Total	$106,849	**$117,235**	$10,386	9.72%

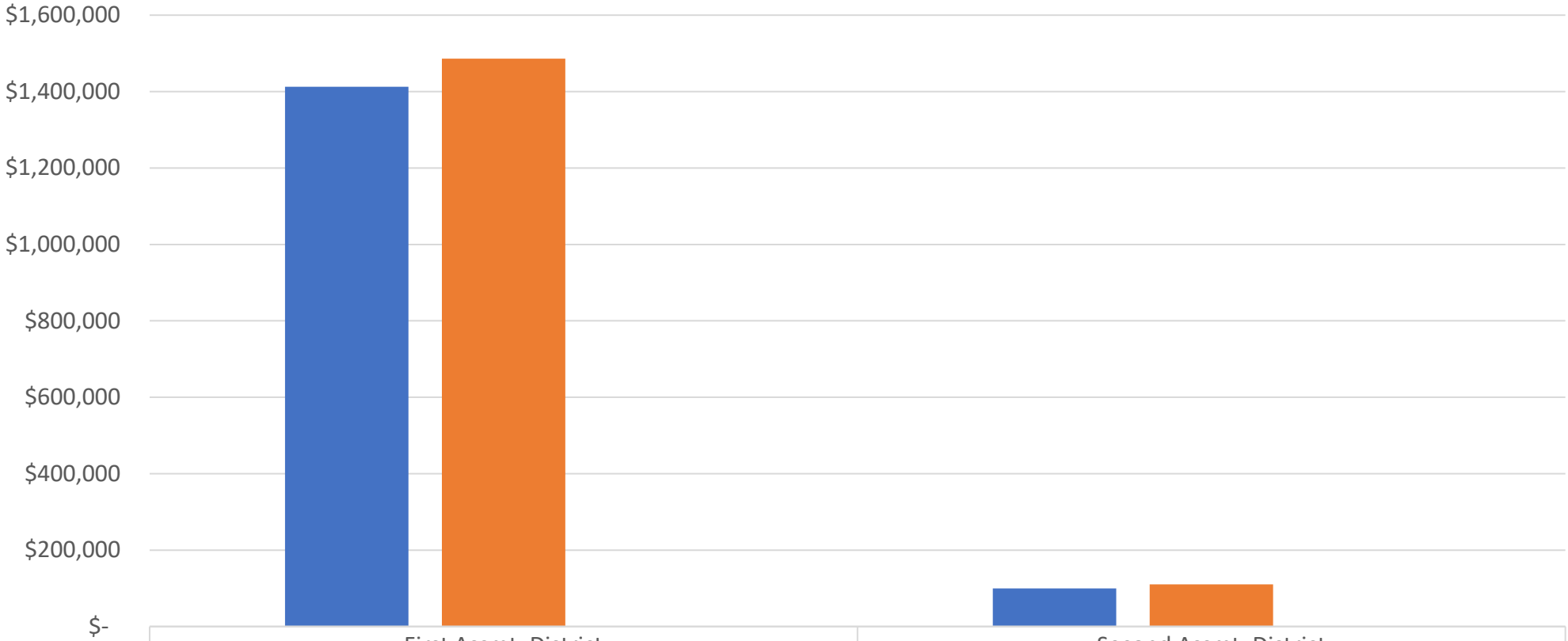
- Intergovernmental increase is due to State gas tax allocations.

Unorganized Territory Expenditures

Expenditures	2026 Budget	2027 Preliminary Budget	$ Increase/Decrease	% Increase/Decrease
First Assmt. District (FAD)				
Services & Charges	$1,738,494	**$1,245,130**	-$493,364	-28.38%
Other Expenditures	$166,621	**$157,811**	-$8,810	-5.29%
FAD Total	$1,905,115	**$1,402,941**	-$502,174	-26.36%
Second Assmt. District (SAD)				
Services & Charges	$50,599	**$40,903**	-$9,696	-19.16%
Other Expenditures	$13,795	**$7,995**	-$5,800	-42.04%
SAD Total	$64,394	**$48,898**	-$15,496	-24.06%

- Services & Charges decrease is due to Highway maintenance & construction contractor fees.
- Other Expenditures decrease is due to interfund transfers out to Highway Fund.

Property Tax Levy for Unorganized Territory



	First Assmt. District	Second Assmt. District
2026 Property Tax Levy	$1,412,463	$99,999
2027 Property Tax Levy	$1,486,169	$109,992
% Increase/Decrease	5.22%	9.99%

Tax Levy Resolution Summary

Fund	Tax Levy
General Fund	
Governance Services	$ 6,526,070
Administrative Services	$ 7,544,044
Public Safety Services	$ 17,482,152
Land Services	$ 3,757,888
Total General Fund	**$ 35,310,154**
Highway Services Fund	$ 1,964,267
Community Services Fund	$ 15,102,326
Capital Projects Fund	$ 1,000,000
Total Governmental Funds	**$ 53,376,748**
Unorganized Territory	
First Assessment District	
Revenue	$ 135,224
Fire	$ 233,129
Road & Bridge	$ 1,117,816
Total First Assessment District	**$ 1,486,169**
Second Assessment District	
Revenue	$ 8,915
Fire	$ 2,503
Road & Bridge	$ 98,574
Total Second Assessment District	**$ 109,992**

Fund	Tax Levy
Crow Wing County HRA	**$ 295,848**

Questions?

BOARD OF COUNTY COMMISSIONERS
Crow Wing County, Minnesota

DATE: **Resolution:**
OFFERED BY COMMISSIONERS: and
AYES: NAYS:

2027 PRELIMINARY LEVY RESOLUTION FOR CROW WING COUNTY AND UNORGANIZED TERRITORY

BE IT RESOLVED by the Board of Commissioners of Crow Wing County, Minnesota, that the following preliminary property tax levy be set for the year 2027:

Fund		Tax Levy
General Fund		
Governance Services	$	6,526,070
Administrative Services	$	7,544,044
Public Safety Services	$	17,482,152
Land Services	$	3,757,888
Total General Fund	$	35,310,154
Highway Fund	$	1,964,267
Community Services Fund	$	15,102,326
Capital Projects Fund	$	1,000,000
Total Governmental Funds	**$**	**53,376,748**

BE IT FURTHER RESOLVED by the Board of Commissioners that the following preliminary property tax levy be set for the Unorganized Territory for the year 2027:

Fund		Tax Levy
Unorganized Territory		
First Assessment District		
Revenue	$	135,224
Fire	$	233,129
Road & Bridge	$	1,117,816
Total First Assessment District	**$**	**1,486,169**
Second Assessment District		
Revenue	$	8,915
Fire	$	2,503
Road & Bridge	$	98,574
Total Second Assessment District	**$**	**109,992**

BE IT FURTHER RESOLVED by the Board of Commissioners that the following preliminary property tax levy for the Crow Wing County Housing and Redevelopment Authority be set for the year 2027:

Fund		Tax Levy
Crow Wing County HRA	**$**	**295,848**

BE IT FURTHER RESOLVED the budget and levy meeting for the 2027 budget and levy will be held on December 15, 2026, at 6:00 p.m.

BE IT FURTHER RESOLVED the budget revenues and expenditures are to be reviewed and may be adjusted by December 28, 2026.

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 < >, 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 <X day of X, 20XX>.

_____

DEBORAH A. ERICKSON
COUNTY ADMINISTRATOR

SUMMARY OF COUNTY BOARD
CORRESPONDENCE FOR MEETING OF
SEPTEMBER 22, 2026

1. Federal Energy Regulatory Commission letter RE: Brainerd Hydroelectric Project, 2026 Dam Safety Inspection Follow-up Letter
2. MN DHS letter RE: Advising they are in review of county single audit reports ending December 31, 2025.

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections
Chicago Regional Office

In reply refer to: P-2533

August 19, 2026

VIA ELECTRONIC MAIL

Mr. Trent Hawkinson
Superintendent
Brainerd Public Utilities
THawkinson@bpu.org

Re: 2533 Brainerd Hydroelectric Project, FERC No. 2533
2026 Dam Safety Inspection Follow-Up Letter
Owner's Dam Safety Plan Review/Update

Dear Mr. Hawkinson:

The FERC's 2026 annual Dam Safety Inspection (DSI) of the Brainerd Hydroelectric Project, FERC No. 2533 was conducted on August 5, 2026. Mr. Scott Ureel (FERC) conducted the inspections and was accompanied by Mr. Nick Moser, Mr. Tyler Malloy, Mr. Jason Eastman and yourself (Brainerd Public Utilities).

All project structures were inspected and no dam safety deficiencies requiring immediate action were observed. Enclosed are additional recommendations and action items resulting from FERC's 2026 DSI, that require your attention. An update on the status of each recommendation and/or action item should be included in the forthcoming Dam Safety Surveillance and Monitoring Report, which is due by **April 1, 2027**.

You also filed the updated Owner's Dam Safety Plan (ODSP) for Brainerd on June 3, 2026 that was prepared by BARR Engineering. Your letter provided a status of the ODSP and a statement that you agree with the contents of the ODSP. Your submittal satisfies the requirements of 18 CFR Part §12.63 and 12.64.

File your submittal using the Commission's eFiling system at https://www.ferc.gov/ferc-online/overview. When eFiling, select Hydro: Dam Safety and Chicago Regional Office from the eFiling menu. The cover page of the filing must indicate that the material was eFiled. For assistance with eFiling, contact FERC Online Support at FERCOnlineSupport@ferc.gov, (866) 208-3676 (toll free), or (202) 502-8659 (TTY).

CROW WING COUNTY
SEP 08 2026
ADMIN OFFICE

Please contact Mr. Scott Ureel, Ph.D. at (312) 596-4434 (scott.ureel@ferc.gov) or me at (312) 596-4430 if you have any questions.

Sincerely,

MARILYN SABIDO Digitally signed by MARILYN SABIDO Date: 2026.08.19 14:45:45 -05'00'

Marilyn Sabido, P.E.
Regional Engineer

Enclosure: Recommendation and Comments from the 2026 DSI

Enclosure: Recommendation and Comments from the 2026 DSI

1. Continue to visually inspect the small depressions on right embankment adjacent to abutment wall due to rotting timbers below. As a reminder, a plan and schedule for slope stabilization for this area is due **October 31, 2026**.

2. Riprap from a section of the right embankment has either eroded or displaced. New riprap should be placed in this section by **December 31, 2026.**

3. Signs of concrete deterioration and spalling were identified on the intake and abutment walls as a result of aging. These areas should be routinely monitored to prevent issues such as scouring and void formation. Repairs are recommended to be incorporated in the next scheduled concrete project.

4. A minor leak was observed at the corner of the East Bascule Gate. The area should be visually monitored for any signs of continued leakage or deterioration. This should be repaired by **December 31, 2027,** as continued leakage could lead to additional issues if left unaddressed.

5. There are a few small burrow holes on the crest of the right embankment near the canoe portage. These should be filled in by **December 31, 2026** as part of your regular maintenance program.

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services
Office of Internal Controls and Accountability
P.O. Box 64964
St. Paul, MN 55164-0964

September 2, 2026

Chairperson, Board of County Commissioners
Crow Wing County Courthouse
326 Laurel St.
Brainerd, MN 56401

Dear Chairperson:

The Minnesota Department of Human Services (DHS) is now conducting its review of county single audit reports for the year ended December 31, 2025. This review is the result of federal regulations imposed on state and local governments by the Single Audit Act as amended in 1996 and 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Our letter to you, dated March 31, 2026, identified the procedures DHS and County Boards use to comply with these federal regulations.

DHS is responsible for monitoring the resolution of audit findings that impact federally funded human services programs and is also responsible for verifying the resolution of cross cutting audit findings for the counties in Minnesota. A cross cutting finding is a finding that affects the federally funded programs of more than one state agency. Resolution of any other findings which may appear in your report is the responsibility of the state agency administering the federal programs affected by those findings. These reviews are performed by DHS annually.

If a county audit report includes human services or cross cutting audit findings, DHS will review the corrective action plan submitted by the County Board to the Federal Audit Clearinghouse. DHS will take the following actions related to these audit findings and notify the County Board if any additional information is needed or if what was submitted will be adequate at this time.

1. DHS will sustain or not sustain any human services or material cross cutting audit findings and provide a reason for this decision.
2. DHS will include what actions they expect the County to take to resolve the finding.
3. DHS will include the dates corrective action is expected to be completed.
4. DHS will notify the County that action may be taken on any and all questioned costs related to any sustained findings.
5. DHS will notify the County Board of the timetable it expects action to be taken on these questioned costs findings.

CROW WING COUNTY
SEP 08 2026
ADMIN OFFICE

DHS has reviewed the audit report for Crow Wing County for the year ended December 31, 2025. Our review found that the audit report issued by CliftonLarsonAllen, LLP on June 18, 2026, contained no findings needing to be sustained. If you have any questions concerning this letter, please contact me by email at margaret.brotherton@state.mn.us.

Sincerely,

Margaret Brotherton

Margaret Brotherton
Single Audit Coordinator

cc: Kara Terry, Director
Crow Wing County Social Services