



CITY COUNCIL REGULAR MEETING

Monday, December 01, 2025 at 6:30 PM

City Hall 8319 Co. Rd. 11 Breezy Point, MN 56472

(218) 562-4441 | Office Hours 8:00 a.m. - 4:00 p.m. | cityadmin@cityofbreezypointmn.us

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. OPEN FORUM

The City Council invites residents to share new ideas or concerns related to city business not already on the agenda; however, individual question and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or for consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.

5. CONSENT AGENDA

- [A.](#) Approve City Council Meeting Minutes from November 3, 2025
- [B.](#) Approve Claims Totaling \$185,435.23; Checks 140716-140760 and eChecks 4039-4057
- [C.](#) Approve 2026 City Meeting Calendar
- [D.](#) Approve 2026 Minnesota Paid Leave Policy
- [E.](#) Res. No. 34-2025 Supporting Pursuit and Submission of 2025 Local Road Improvement Program
- [F.](#) Res. No 35- Approve Joint Powers Agreement and Court Services Agreement
- [G.](#) Ordinance No. 01-2025 Approve 2026 Fee Schedule

6. PUBLIC HEARING

- [A.](#) Public Hearing 2026 Truth in Taxation
- [B.](#) Res. No. 36-2025 Adopting the Final Budget and Levy for 2026
- [C.](#) Public Hearing on Proposed Park Dedication Fee
- [D.](#) Approve Ordinance 02-2025 Amending the Park Dedication Fee
- [E.](#) Public Hearing on Proposed Assessments for Edgewater Circle Project

[E.](#) Res. No. 37-2025 Adopting Assessment for the 2025 Edgewater Circle Street Reconstruction Improvement Project

7. BUSINESS ITEMS

[A.](#) Res. No. 38-2025 Approve Appointments and Designations

[B.](#) Res. No. 39-2025 Receiving Feasibility Report and Calling Hearing on Improvement for 2026 Street Improvement

8. DEPARTMENTAL UPDATES

[A.](#) October Cash and Investments-*Informational Item*

B. City Administrator-*Information Meeting 2026 Street Improvement Project*

9. MOVE TO CLOSED SESSION

A. *Pursuant to Minnesota State Statute 13D.05, subdivision 3(a); City Administrator 6-month performance review.*

10. ADJOURN

Breezy Point City Council November 3, 2025 – 6:30 pm Regular Meeting Minutes

Mayor Roggenkamp called the Regular City Council meeting to order at 6:30 PM on Monday, November 3, 2025.

The Pledge of Allegiance was recited by all present.

Administrator Polsfuss conducted the roll call. Council members Rebecca Ball, Steve Jensen, Todd Roggenkamp, Michael Moroni, and Brad Scott were present. Staff Present included Administrator Allie Polsfuss, Planner Jerry Bohnsack, Police Chief Brian Sandell, Deputy City Clerk Deb Runksmeier, Finance Specialist Janette Rust, and Public Works Supervisor Joe Zierden.

Open Forum

- Bill Toft 31877 Green Scene Drive spoke about ongoing issues with the disc golf expansion.
- Amanda Kostreba 29950 Aztec Circle raised concerns about the Maple River Cuyuna transmission project.

Consent Agenda

Mayor Roggenkamp read the items on the consent agenda.

- Claims totaling \$279,728.73 (Checks 140637-140716 and eChecks 4023-4038)
- Minutes from October 6, 2025 Regular City Council Meeting
- Purchase of trailer for Police Department
- Law Enforcement Labor Services Union #359 Agreement for 2026-2028
- Authorization for City Administrator to pursue land acquisition
- Cost Share Agreement with Crow Wing County for Buschmann Road Project
- Liquor License Renewals for 2026
- Resolution No. 30-2025 approving donation of a park bench
- Resolution No. 31-2025 approving donation from Widseth
- Pay Application #4 for 2025 CR-11 Sanitary Sewer Extension Project for \$9,868.20

Council member Moroni moved to approve the consent agenda as amended, seconded by Council member Jensen. The motion carried unanimously 5-0.

Public Hearing on General Obligation Street Reconstruction Bonds and Street Reconstruction Plan

Presented by Rebecca Kurtz of Ellers, detailing the bond issuance process, estimated project costs (~\$3.69 million), and financing structure including a \$150,000 cash contribution from Ideal Township. The plan authorizes a maximum bond amount of \$3.35 million. The Council opened the hearing to the public at 6:42 pm with no immediate questions during the presentation.

- Bill Toft 31877 Green Scene Drive asked for explanations of information presented.
- Council discussed
- Ms. Kurtz from Ellers responded.
- Staff was directed to follow up with Mr. Toft's questions regarding the bonds.

The public hearing was closed at 6:44 pm

Resolution No. 32-2025

Motion by Council Member Jensen to approve Resolution 32-2025 to adopt the street reconstruction plan and approve issuance of general obligation bonds for the Buschmann Road project. seconded by Council member Moroni.

- Discussion included questions regarding bond interest rates raised by a public attendee, with assurances from the city's municipal advisor regarding competitive sale and timing flexibility.
- Council Member Scott expressed concerns about the project cost being excessive and the lack of alternative options considered, highlighting the impact on taxpayers and debt burden.
- Council Member Moroni and others responded, noting the extensive multi-year planning, safety concerns, and prior lack of action over decades.

The motion carried 4-1, Scott Opposed

Public Hearing to Assess Delinquent Sewer Bills Resolution No. 33-2025

The City presented certification of delinquent sewer utility charges for collection via property taxes for 14 properties, with two properties noted as paid in full before assessment. Public Hearing Opened at 7:04 pm. No public comments were made. Hearing Closed at 7:05 pm.

Council member Moroni moved to approve Resolution 33-2025 with correction of resolution numbering to certify delinquent sewer charges to property taxes, seconded by Council member Ball. The motion carried unanimously 5-0.

Approval of Pay Application #13 for City Hall Facility

Council approved pay application the City Hall construction, noting one further payment is anticipated.

Council member Moroni moved to approve pay application #13 to HyTec for \$35,576.42, seconded by Council member Jensen. The motion carried 4-1, Scott Opposed.

Wastewater Treatment Facility Results

Nick Peterson with Widseth engineering firm presented findings from the wastewater facility plan, indicating the current facility is projected to reach 85% capacity by 2036, recommending installation of flow meters and benchmarks in treatment ponds for better monitoring.

Review and Approve 2026 Fee Schedule

Council reviewed and approved the fee schedule for 2026 as presented, including a notable fee increase for short-term rental licenses justified by new safety inspections.

Council member Ball moved to approve the 2026 Fee Schedule as presented, seconded by Council member Jensen. The motion carried unanimously 5-0.

Review and Approve Special Assessment Policy

The Council discussed and approved a new special assessment policy that includes shared costs and maximum caps. Legal counsel advised against a mandatory annual special benefit appraisal but allowed for discretionary appraisals on a case-by-case basis. Staff will proceed with creating policy as directed and the Council agreed to revisit policy as needed.

Council member Ball moved to approve Special Assessment Policy as presented, seconded by Council member Moroni. The motion carried 4-1, Scott Opposed.

Breezy Point Parks Ordinance

Discussion on establishing a comprehensive parks ordinance to clarify rules and provide enforcement authority to police. Council members expressed broad support for developing the ordinance to address current challenges and improve clarity for residents and visitors. Staff was directed to draft proposals for future consideration.

Departmental Updates

Council agreed to schedule Special Council Meeting for December 8, 2025, at 6:30 PM to award the Buschmann Road project contract and call for bonds.

Council Discussed Potential dates to schedule strategic planning session in February 2026. Staff to send a poll dates for a 2-3 hour session is anticipated.

Mayor Roggenkamp shared updates from the Joint Powers Fire Department included:

- Use of new skid and rescue trucks

- Upcoming severe windstorm exercise planned for fall 2026
- Fundraising and grant awards supporting equipment updates

Adjourn

Council member Moroni moved to adjourn the meeting, seconded by Council member Jensen. The motion carried unanimously 5-0.

The meeting was adjourned at 7:50 PM.

Submitted by: Deb Runksmeier
Deputy City Clerk

DRAFT

Claims totaling: \$185,435.23
 Checks: 140716 - 140760
 eChecks: 4039 - 4057

Section 5, Item B.

City of Breezy Point

Payment Approval Report - CLAIMS LIST FOR COUNCIL
 Report dates: 11/1/2025-11/30/2025

Page: 1
 Nov 25, 2025 02:37PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ABSOLUTE TRAILER SALES INC								
3764	ABSOLUTE TRAILER SALES IN	53328	PD 2025 EZ HAULER TRAILER	10/15/2025	4,940.00	4,940.00	11/05/2025	
Total ABSOLUTE TRAILER SALES INC:					4,940.00	4,940.00		
AFLAC								
2	AFLAC	NOV 2025	AFLAC PREMIUMS - NOV 2025	11/12/2025	156.40	156.40	11/06/2025	
Total AFLAC:					156.40	156.40		
ANDERSON BROS CONSTR INC								
10	ANDERSON BROS CONSTR IN	119775	PW WASHED SAND	11/06/2025	738.45	738.45	11/24/2025	
10	ANDERSON BROS CONSTR IN	119797	PW WASH SAND PRODUCT	10/30/2025	659.13	659.13	11/24/2025	
Total ANDERSON BROS CONSTR INC:					1,397.58	1,397.58		
AT&T MOBILITY								
2937	AT&T MOBILITY	Oct 2025	PD CELL PHONES 9/26/25 - 10/2	10/25/2025	961.12	961.12	11/14/2025	
Total AT&T MOBILITY:					961.12	961.12		
BEST OIL COMPANY								
2928	BEST OIL COMPANY	13180	PW DYED DIESEL	11/07/2025	1,626.37	1,626.37	11/14/2025	
Total BEST OIL COMPANY:					1,626.37	1,626.37		
BLUE CROSS & BLUE SHIELD OF MN								
20	BLUE CROSS & BLUE SHIELD O	251031448962	VISION INS PREMIUMS - DEC 2	10/31/2025	47.14	47.14	11/06/2025	
Total BLUE CROSS & BLUE SHIELD OF MN:					47.14	47.14		
BREEZY POINT HARDWARE								
2519	BREEZY POINT HARDWARE	38205	PVC, COUPLING, FASTENERS	10/30/2025	43.78	43.78	11/14/2025	
2519	BREEZY POINT HARDWARE	38206	PW FASTENERS	10/30/2025	16.86	16.86	11/14/2025	
2519	BREEZY POINT HARDWARE	38207	PW DRILL BIT	10/30/2025	24.99	24.99	11/14/2025	
2519	BREEZY POINT HARDWARE	38211	PW PVC & FASTENERS	10/31/2025	11.31	11.31	11/14/2025	
2519	BREEZY POINT HARDWARE	38212	PW FUEL	10/31/2025	16.87	16.87	11/14/2025	
2519	BREEZY POINT HARDWARE	38245	PARKS CLEANER & TAPE	11/04/2025	34.49	34.49	11/14/2025	
2519	BREEZY POINT HARDWARE	38265	PW SHOP SUPPLIES	11/06/2025	50.43	50.43	11/14/2025	
2519	BREEZY POINT HARDWARE	38269	PW BKR SQ QO 1P 15A 34"	11/06/2025	19.99	19.99	11/14/2025	
2519	BREEZY POINT HARDWARE	38270	PW SCREWS	11/06/2025	1.99	1.99	11/14/2025	
2519	BREEZY POINT HARDWARE	38271	PW FASTENERS	11/06/2025	.72	.72	11/14/2025	
2519	BREEZY POINT HARDWARE	G98933	PW FASTENERS	10/30/2025	22.36	22.36	11/14/2025	
Total BREEZY POINT HARDWARE:					199.07	199.07		
CARYN HOLLINGSWORTH								
39	CARYN HOLLINGSWORTH	111025	PD KLEENEX REIMBURSEMEN	11/10/2025	35.58	35.58	11/14/2025	
Total CARYN HOLLINGSWORTH:					35.58	35.58		
CASELLE LLC								
3763	CASELLE LLC	12140	MAINTENANCE & SUPPORT 11/	11/01/2025	484.58	484.58	11/14/2025	
3763	CASELLE LLC	12140	MAINTENANCE & SUPPORT 11/	11/01/2025	484.58	484.58	11/14/2025	
Total CASELLE LLC:					969.16	969.16		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CHARTER COMMUNICATIONS - PA								
3199	CHARTER COMMUNICATIONS -	175604301110	PD CABLE TV	11/01/2025	38.47	38.47	11/14/2025	
Total CHARTER COMMUNICATIONS - PA:					38.47	38.47		
COLD SPRING GRANITE COMPANY								
1909	COLD SPRING GRANITE COMP	2460509	CEMETERY NICHE PLAQUE BR	11/07/2025	369.00	369.00	11/14/2025	
1909	COLD SPRING GRANITE COMP	2460510	CEMETERY NICHE PLAQUE - W	11/07/2025	369.00	369.00	11/14/2025	
1909	COLD SPRING GRANITE COMP	2460942	CEMETERY NICHE PLAQUE - D	11/10/2025	369.00	369.00	11/14/2025	
1909	COLD SPRING GRANITE COMP	2460943	CEMETERY NICHE PLAQUE - R	11/10/2025	369.00	369.00	11/14/2025	
1909	COLD SPRING GRANITE COMP	2461587	CEMETERY NICHE PLAQUE - H	11/11/2025	369.00	369.00	11/14/2025	
1909	COLD SPRING GRANITE COMP	2461588	CEMETERY NICHE PLAQUE - MI	11/11/2025	369.00	369.00	11/14/2025	
Total COLD SPRING GRANITE COMPANY:					2,214.00	2,214.00		
COLUMN SOFTWARE PBC								
3302	COLUMN SOFTWARE PBC	6aa024c4-0043	TRUTH IN TAXATION 2026 11/12	11/04/2025	35.20	35.20	11/14/2025	
3302	COLUMN SOFTWARE PBC	6AA024C4-004	PH NOTICE 11/12 ID XFLJMNv5	11/05/2025	17.68	17.68	11/14/2025	
Total COLUMN SOFTWARE PBC:					52.88	52.88		
COMPENSATION CONSULTANTS LTD								
2500	COMPENSATION CONSULTANT	4928	FSA/HSA PLAN ADMINISTRATIO	11/01/2025	55.00	55.00	11/14/2025	
Total COMPENSATION CONSULTANTS LTD:					55.00	55.00		
CROW WING CO SANITARY LANDFILL								
3236	CROW WING CO SANITARY LA	217607	PW SOLID WASTE DISPOSAL	10/27/2025	206.00	206.00	11/14/2025	
3236	CROW WING CO SANITARY LA	217668	PW SOLID WASTE DISPOSAL	10/26/2025	128.00	128.00	11/14/2025	
Total CROW WING CO SANITARY LANDFILL:					334.00	334.00		
CTC								
2893	CTC	21690624	TELEPHONE SERVICE	11/12/2025	261.60	261.60	11/14/2025	
2893	CTC	21690624	TELEPHONE SERVICE	11/12/2025	35.67	35.67	11/14/2025	
2893	CTC	21690624	TELEPHONE SERVICE	11/12/2025	437.17	437.17	11/14/2025	
Total CTC:					734.44	734.44		
CULLIGAN								
368	CULLIGAN	150-09980418-	WATER	10/31/2025	96.90	96.90	11/14/2025	
Total CULLIGAN:					96.90	96.90		
FENSTERMAKER TRUCKING & TOWING								
3760	FENSTERMAKER TRUCKING &	102525	PD TOWING CASE #25-2869 IM	10/25/2025	175.00	175.00	11/14/2025	
3760	FENSTERMAKER TRUCKING &	25-2869	PD TOWING CASE #25-2869 TO	10/20/2025	300.00	300.00	11/14/2025	
Total FENSTERMAKER TRUCKING & TOWING:					475.00	475.00		
FYLES SATELLITES INC.								
2927	FYLES SATELLITES INC.	14562	PARKS PORTABLE RESTROOM	10/13/2025	300.00	300.00	11/14/2025	
2927	FYLES SATELLITES INC.	14734	PORTABLE RESTROOM RENTA	11/04/2025	150.00	150.00	11/14/2025	
Total FYLES SATELLITES INC.:					450.00	450.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
GALLS LLC								
808	GALLS LLC	033016167	PD UNIFORM	10/31/2025	238.94	238.94	11/14/2025	
Total GALLS LLC:					238.94	238.94		
GOPHER STATE ONE CALL								
78	GOPHER STATE ONE CALL	5100247	SEWER LOCATES	10/31/2025	27.00	27.00	11/14/2025	
Total GOPHER STATE ONE CALL:					27.00	27.00		
GrassMaster Professional								
95	GrassMaster Professional	116510	PD LAWN MOWING	11/10/2025	73.00	73.00	11/14/2025	
95	GrassMaster Professional	116510	CEMETERY LAWN MOWING	11/10/2025	257.00	257.00	11/14/2025	
Total GrassMaster Professional:					330.00	330.00		
HEALTHPARTNERS								
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	168.88	168.88	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	4.14	4.14	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	722.14	722.14	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	264.75	264.75	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	36.11	36.11	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	65.45	65.45	11/06/2025	
71	HEALTHPARTNERS	DEC 2025	DENTAL INS PREMIUMS - DEC	11/08/2025	222.60	222.60	11/06/2025	
Total HEALTHPARTNERS:					1,484.07	1,484.07		
HYTEC CONSTRUCTION								
2863	HYTEC CONSTRUCTION	15382	CH REMODEL/EXPANSION PAY	10/30/2025	35,576.42	35,576.42	11/14/2025	
Total HYTEC CONSTRUCTION:					35,576.42	35,576.42		
LAKES AREA WILDLIFE CONTROL								
3053	LAKES AREA WILDLIFE CONTR	14928	ANIMAL CONTROL	10/31/2025	583.50	583.50	11/14/2025	
Total LAKES AREA WILDLIFE CONTROL:					583.50	583.50		
LAKES PRINTING INC								
920	LAKES PRINTING INC	229078	POSTCARD MAILER - PROPOS	10/24/2025	138.46	138.46	11/14/2025	
Total LAKES PRINTING INC:					138.46	138.46		
LANDSBURG LANDSCAPE NURSERY								
1069	LANDSBURG LANDSCAPE NUR	5705	CEMETERY FALL LANDSCAPE	10/29/2025	1,576.20	1,576.20	11/14/2025	
Total LANDSBURG LANDSCAPE NURSERY:					1,576.20	1,576.20		
LARSON EXCAVATING CONTRACTORS INC								
3739	LARSON EXCAVATING CONTRA	PAY APP 4	2025 CR-11 SANITARY SEWER	10/28/2025	9,868.20	9,868.20	11/14/2025	
Total LARSON EXCAVATING CONTRACTORS INC:					9,868.20	9,868.20		
LAW ENFORCEMENT LABOR SERVICES								
1543	LAW ENFORCEMENT LABOR S	NOVEMBER 2	PD UNION DUES - NOV 2025	11/14/2025	292.00	292.00	11/14/2025	
Total LAW ENFORCEMENT LABOR SERVICES:					292.00	292.00		

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
M&R SIGN CO. INC.								
111	M&R SIGN CO. INC.	229806	PW SIGN MATERIALS	10/29/2025	88.78	88.78	11/14/2025	
Total M&R SIGN CO. INC.:					88.78	88.78		
MARCO TECHNOLOGIES LLC								
2720	MARCO TECHNOLOGIES LLC	567306170	PD COPIER LEASE - 10/17/2025	10/24/2025	143.39	143.39	11/14/2025	
2720	MARCO TECHNOLOGIES LLC	567697834	CH COPIER LEASE	10/29/2025	252.08	252.08	11/14/2025	
2720	MARCO TECHNOLOGIES LLC	567697834	CH COPIER LEASE	10/29/2025	63.02	63.02	11/14/2025	
Total MARCO TECHNOLOGIES LLC:					458.49	458.49		
MEDICA								
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	2,465.89	2,465.89	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	54.85	54.85	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	10,502.18	10,502.18	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	3,278.41	3,278.41	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	471.07	471.07	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	1,035.44	1,035.44	11/06/2025	
3507	MEDICA	DEC 2025	HEALTH INS PREMIUMS - DEC	11/12/2025	1,464.87	1,464.87	11/06/2025	
Total MEDICA:					19,272.71	19,272.71		
NORTHLAND FIRE PROTECTION								
140	NORTHLAND FIRE PROTECTIO	64583	PD FIRE EXTINGUISHER SERVI	10/24/2025	357.20	357.20	11/14/2025	
140	NORTHLAND FIRE PROTECTIO	65388	CH FIRE EXTINGUISHER SERVI	10/17/2025	262.40	262.40	11/14/2025	
140	NORTHLAND FIRE PROTECTIO	65482	PW FIRE EXTINGUISHER SERVI	10/24/2025	262.70	262.70	11/14/2025	
140	NORTHLAND FIRE PROTECTIO	65654	PW FIRE EXTINGUISHER SERVI	10/31/2025	669.95	669.95	11/14/2025	
Total NORTHLAND FIRE PROTECTION:					1,552.25	1,552.25		
ON SYSTEMS INC								
2224	ON SYSTEMS INC	12320	IT SERVICES	11/05/2025	725.02	725.02	11/14/2025	
2224	ON SYSTEMS INC	12320	IT SERVICES	11/05/2025	290.01	290.01	11/14/2025	
2224	ON SYSTEMS INC	12320	IT SERVICES	11/05/2025	2,030.05	2,030.05	11/14/2025	
2224	ON SYSTEMS INC	12320	IT SERVICES	11/05/2025	217.51	217.51	11/14/2025	
2224	ON SYSTEMS INC	12320	IT SERVICES	11/05/2025	362.50	362.50	11/14/2025	
Total ON SYSTEMS INC:					3,625.09	3,625.09		
PELICAN SQUARE INC								
113	PELICAN SQUARE INC	1017356	PW FUEL	10/30/2025	30.05	30.05	11/14/2025	
Total PELICAN SQUARE INC:					30.05	30.05		
PEQUOT LAKES FIRE DISTRICT								
3427	PEQUOT LAKES FIRE DISTRICT	25-112	FIRE CONTRACT - 4TH QTR 202	11/04/2025	71,470.23	71,470.23	11/14/2025	
3427	PEQUOT LAKES FIRE DISTRICT	25-112	FIRE RELIEF - 4TH QTR 2025	11/04/2025	3,789.69	3,789.69	11/14/2025	
Total PEQUOT LAKES FIRE DISTRICT:					75,259.92	75,259.92		
PEQUOT LAKES SANITATION								
121	PEQUOT LAKES SANITATION	NOV 2025	GARBAGE	10/30/2025	25.10	25.10	11/14/2025	
121	PEQUOT LAKES SANITATION	PW NOV 2025	CH GARBAGE SERVICE	10/30/2025	62.66	62.66	11/14/2025	
121	PEQUOT LAKES SANITATION	PW NOV 2025	RECYCLING	10/30/2025	40.00	40.00	11/14/2025	
121	PEQUOT LAKES SANITATION	PW NOV 2025	PW GARBAGE SERVICE	10/30/2025	41.77	41.77	11/14/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total PEQUOT LAKES SANITATION:					169.53	169.53		
PRATTS AFFORDABLE EXCAVATING								
2406	PRATTS AFFORDABLE EXCAVA	5441	PW CLASS 6	11/05/2025	4,320.00	4,320.00	11/14/2025	
Total PRATTS AFFORDABLE EXCAVATING:					4,320.00	4,320.00		
QUADIENT FINANCE USA, INC.								
2911	QUADIENT FINANCE USA, INC.	OCT 2025	POSTAGE	10/28/2025	600.00	600.00	11/14/2025	
2911	QUADIENT FINANCE USA, INC.	OCT 2025	POSTAGE	10/28/2025	50.73	50.73	11/14/2025	
Total QUADIENT FINANCE USA, INC.:					650.73	650.73		
RELIANCE STANDARD LIFE INS								
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	29.92	29.92	11/24/2025	
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	3.68	3.68	11/24/2025	
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	84.00	84.00	11/24/2025	
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	31.50	31.50	11/24/2025	
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	6.30	6.30	11/24/2025	
3086	RELIANCE STANDARD LIFE INS	DEC 2025	LIFE INS PREMIUMS	11/19/2025	23.10	23.10	11/24/2025	
Total RELIANCE STANDARD LIFE INS:					178.50	178.50		
RITEWAY								
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	15.62	15.62	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	15.62	15.62	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	54.67	54.67	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	54.67	54.67	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	85.91	85.91	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	28.64	28.64	11/14/2025	
2886	RITEWAY	25-32501	ACCOUNTS PAYABLE CHECKS	11/12/2025	5.19	5.19	11/14/2025	
Total RITEWAY:					260.32	260.32		
SADUSKY RENOVATIONS								
239	SADUSKY RENOVATIONS	OCT 2025	BUILDING INSPECTIONS SERVI	10/31/2025	11,639.39	11,639.39	11/14/2025	
Total SADUSKY RENOVATIONS:					11,639.39	11,639.39		
SIGNS AND DESIGNS								
380	SIGNS AND DESIGNS	3650	PW ALUMINUM SIGNS	11/06/2025	409.40	409.40	11/14/2025	
Total SIGNS AND DESIGNS:					409.40	409.40		
SPARROW CLEANING SERVICE								
107	SPARROW CLEANING SERVICE	3843	PD OFFICE CLEANING - OCT 20	11/13/2025	360.00	360.00	11/14/2025	
107	SPARROW CLEANING SERVICE	3844	CH CLEANING SERVICE - OCT	11/13/2025	380.00	380.00	11/14/2025	
Total SPARROW CLEANING SERVICE:					740.00	740.00		
TDS TELECOM								
155	TDS TELECOM	NOV 2025	INTERNET SERVICE	11/13/2025	29.80	29.80	11/14/2025	
155	TDS TELECOM	NOV 2025	INTERNET SERVICE	11/13/2025	11.92	11.92	11/14/2025	
155	TDS TELECOM	NOV 2025	INTERNET SERVICE	11/13/2025	83.44	83.44	11/14/2025	
155	TDS TELECOM	NOV 2025	INTERNET SERVICE	11/13/2025	8.94	8.94	11/14/2025	
155	TDS TELECOM	NOV 2025	INTERNET SERVICE	11/13/2025	14.90	14.90	11/14/2025	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total TDS TELECOM:					149.00	149.00		
US AUTOFORCE								
1936	US AUTOFORCE	12638659	PD TIRES	10/30/2025	552.00	552.00	11/14/2025	
Total US AUTOFORCE:					552.00	552.00		
Vestis								
2987	Vestis	2530468585	PD MATS	11/06/2025	104.95	104.95	11/14/2025	
2987	Vestis	2530468589	CH MATS	11/06/2025	121.61	121.61	11/14/2025	
Total Vestis:					226.56	226.56		
VICTORY AUTOMOTIVE SERVICE LLC								
3377	VICTORY AUTOMOTIVE SERVIC	1404191	SQUAD REPAIR	11/04/2025	671.37	671.37	11/14/2025	
3377	VICTORY AUTOMOTIVE SERVIC	1404210	2023 RAM OIL CHANGE	11/06/2025	107.50	107.50	11/14/2025	
Total VICTORY AUTOMOTIVE SERVICE LLC:					778.87	778.87		
XCEL ENERGY								
105	XCEL ENERGY	950602796	PW NATURAL GAS 9/29/25 - 10/	10/28/2025	132.00	132.00	11/14/2025	
105	XCEL ENERGY	950649171	XCEL ENERGY	10/28/2025	43.74	43.74	11/14/2025	
Total XCEL ENERGY:					175.74	175.74		
Grand Totals:					185,435.23	185,435.23		

2026

January						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

April						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

October						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

May						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					


March						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

September						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

City of Breezy Point Meetings

 Holiday - City Hall Closed

 City Council - 6:30 P.M.

 Planning Commission - 6:30 P.M.

 Park & Recreation Committee - 5:00 P.M.

 Cemetery Commission - 1:30 P.M.

 Joint Powers Fire Board - 6:00 P.M.

 Primary and General Election

(1st Monday of each month)

(2nd Tuesday of each month)

(2nd Thursday of each month)

(3rd Wednesday April - October)

(2nd Monday at Pequot Lakes - Quarterly)



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item D.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>12/1/2025</i>	Item Name: <i>Minnesota Paid Leave Policy</i>
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BACKGROUND

Beginning January 1, 2026, Minnesota will implement a state-administered Minnesota Paid Leave (MPL) program, managed by DEED and funded through a 0.88% payroll tax shared equally between employers and employees. The City’s 2026 budget includes the employer’s 0.44% share.

OVERVIEW

Although administered by the State, cities are encouraged to adopt their own PFML policy to address local procedures and benefit coordination. In drafting the city’s policy, I used the League of Minnesota Cities policy template, and examples from other cities to stay consistent with common practices. The policy presented is relatively standard language and practices for the new law. This policy has been reviewed by the Personnel Committee and can be revised at any time. If the City does not approve the policy, we are still required to comply with state law.

For program details- See LMC’s webpage <https://www.lmc.org/resources/paid-family-and-medical-leave-law-faqs/>

STAFF RECOMMENDATION

Approve the Minnesota Paid Leave Policy as presented.

SUPPORTING DOCUMENTS

Attachment A-Draft Policy



City of Breezy Point Minnesota Paid Family And Medical Leave

Overview

Eligible employees may qualify for paid leave under the Minnesota Paid Leave (MNPL) law which provides partial wage replacement benefits to eligible employees. The city of Breezy Point is a participant in the State of Minnesota’s Paid Leave program. MNPL benefits are funded through premium contributions payable to the State of Minnesota. The premium cost will be split between the city and employee as follows: The city of Breezy Point will pay 50% of the required premium and employees will pay 50% of the premium cost through payroll deductions starting January 1, 2026.

The City of Breezy Point will comply with all state-mandated requirements, reporting obligations, and employee protections as established under Minnesota law and administered by the State of Minnesota. The City will update this policy as necessary to remain in compliance with any future amendments or administrative rules issued by the State of Minnesota.

Eligibility

Eligibility determinations for MNPL benefits are made by the State of Minnesota.

Benefit Amount

An employee’s weekly MNPL benefits are calculated and determined by the Minnesota Department of Employment and Economic Development (DEED).

Leave Entitlement and Usage

The State of Minnesota may approve MNPL leave for the following conditions in a benefit year:

- Up to 12 weeks of medical leave (for yourself) to take care of yourself for a serious health condition, including pregnancy, childbirth, recovery, or surgery.
- Up to 12 weeks of family leave to:
 - Bond with a child through birth, adoption, or foster placement
 - Care for a family member with a serious health condition
 - Support a military family member called to active duty
 - Receive covered types of care for yourself or a family member because of domestic abuse, sexual assault, or stalking

Employees can take both types of leave in the same year, but you cannot exceed 20 weeks total within a single benefit year. For example, an employee may be entitled to 12 weeks of family leave to bond with a child and another 8 weeks of medical leave for their serious health condition. Your benefit year starts the first day you take Paid Leave.

MNPL Intermittent Leave

Employees may take leave intermittently based on a serious health condition if the leave is reasonable and appropriate to the needs of the individual with the serious health condition. Employees may take all other types of leave intermittently. Consistent with other forms of leave



City of Breezy Point Minnesota Paid Family And Medical Leave

provided by the city, employees may take intermittent leave in increments of **one** hour. If eligible for intermittent leave, the city allows a maximum of 480 hours of intermittent leave in any 12-month period. After reaching the maximum amount of allowed intermittent leave, employees may request continuous MNPL provided the continuous leave does not exceed the maximum amount of MNPL allowed by law

Notice Requirements

Employees must provide written notice of the need for MNPL leave to the City Administrator. If the need for leave is foreseeable, the employee must provide written notice to the City Administrator at least 30 days in advance of the leave. If the 30-day advance notice is not practicable because of a lack of knowledge of approximately when leave will be required to begin, a change in circumstances, or a medical emergency, notice must be given as soon as practicable. An employee requesting leave taken shall provide the City Administrator with a schedule of needed workdays off as soon as practicable and must make a reasonable effort to schedule the intermittent leave so as not to disrupt unduly the operations of the City. Employees should notify the City Administrator about their need for leave and any proposed intermittent schedules prior to applying for MNPL benefits.

Interaction with Other Laws and Benefits

MNPL will run concurrently with any leave and/or wage supplement for which you may be eligible for under local, state, or federal law which may include: Family and Medical Leave Act (FMLA) and/or Minnesota Women’s Economic Security Act (WESA) pregnancy and parenting leave.

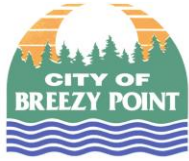
Supplementing MNPL Benefits with Accrued Paid Leave

If you are receiving MNPL benefits, the city allows you to supplement, or "top off," your MNPL benefits with any accrued but unused paid leave. If you choose to supplement your MNPL benefits in this way, the combined weekly sum of MNPL benefits and city-provided paid leave benefits cannot exceed your regular wage or salary.

Maintaining Health Coverage During Leave

Unless the employee revokes coverage while on MNPL, the city will continue to provide group health insurance coverage for an employee on MNPL under the same conditions as the coverage was provided before the employee took leave. You must continue to make timely payments of your share of the premiums for such coverage. You will be responsible for remitting your portion of health premiums to the city in order to ensure continuation of benefits.

Group health insurance may be cancelled if an employee’s premium payment is 30 days late. Before terminating coverage, the city will provide written notice to the employee at least 15 days before the coverage is terminated listing the final date payment is due (30 days past the due date) to avoid cancellation and the date coverage will end if payment is not received.



City of Breezy Point Minnesota Paid Family And Medical Leave

Reinstatement

Upon return from covered MNPL, you will be reinstated to your previous position or to an equivalent position, with the same status, pay, employment benefits, length-of-service credit, and seniority credit as of the date of leave as long as you have worked for the city for a minimum of 90 calendar days.

Upon return to work, if it becomes evident that the employee is unable to perform the key essential functions of their position (with or without reasonable accommodation), the city may engage in an interactive process, consistent with the American with Disability Act (ADA) and/or Minnesota Human Rights Act (MHRA) and other applicable workplace policies, including workplace safety protocols, to determine appropriate next step

Retaliation

The city will not discharge, discipline, penalize, interfere with, threaten, restrain, coerce, or otherwise retaliate or discriminate against an employee for requesting or obtaining benefits or leave, or for exercising any other right under the MN Paid Leave law.

**CITY OF BREEZY POINT
CROW WING COUNTY
STATE OF MINNESOTA
RESOLUTION NO. 34-2025**

SUPPORTING PURSUIT AND SUBMISSION OF 2025 LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) FROM THE MINNESOTA DEPARTMENT OF TRANSPORTATION FOR THE RECONSTRUCTION OF BUSCHMANN ROAD FROM CSAH 11 TO NELSON ROAD

WHEREAS, Buschmann Road, functionally classified as a local street, traverses between CSAH 11 and Nelson Road in the City of Breezy Point and shares a segment of Buschmann Road with Ideal Township in Crow Wing County, Minnesota; and

WHEREAS, Buschmann Road currently consists of an average 24-foot-wide paved roadway at the end of its serviceable life along with an unsafe vertical geometric profile that does not meet current design speed criteria and provides for numerous blind intersections and driveways; and

WHEREAS, since 2013, calculated crash rates along Buschmann Road have been consistently over the average crash rates for 2-lane, undivided rural roadways with ADT<1,500 vehicles/day; and

WHEREAS, Buschmann Road has an average daily traffic of nearly 900 vehicles/day consisting of both local and commuter trips that utilize Buschmann Road to travel between Breezy Point, Pequot Lakes, and other surrounding communities in Crow Wing County; and

WHEREAS, Buschmann Road is a route of regional significance that currently provides connection and congestion relief to neighboring trunk highways and county roads in the vicinity such as TH 371, CSAH 11, CSAH 16, and County Road 112 in Crow Wing County; and

WHEREAS, Buschmann Road has been studied since the early 2000's, and most recently, a study completed in 2021 called the Cooperative Community Enhancement Project (CCEP) in which outlines Buschmann Road's overall importance to the local and regional transportation system and was a culmination of work between Crow Wing County, City of Pequot Lakes, City of Breezy Point, Ideal Township, and Jenkins Township; and

WHEREAS, the CCEP studied three main goals and objectives which were outlined by the steering committee and consisted of understanding feasible alternatives to improve safety and regional connectivity on the corridor, identify costs and impacts related to construction, right-of-way, and environmental, and enhance the ability to fund the project by producing a fundable recommendation; and

WHEREAS, within the CCEP study, crash history, traffic counts, and numerous alternative alignments were studied, and costs of such improvements were estimated to inform the most feasible alignment alternative for the multi-jurisdictional project; and

WHEREAS, the City of Breezy Point and Ideal Township have both elected to construct their portions of Buschmann Road from CSAH 11 to Nelson Road to a supported local standard, as identified in the CCEP; and

WHEREAS, \$47,000,000 in LRIP funding is available, with a cap of \$1.5 million for each project; and

WHEREAS, LRIP funds can be used on reasonable elements associated with roadway construction and that other costs, including but not limited to consultant engineering and inspection, utility construction, as well as construction costs above the LRIP award will need to have alternate funding sources identified; and

WHEREAS, Breezy Point and Ideal Township have significant local financial investment into Buschmann Road studies and preliminary design over the last three years totaling nearly \$700,000 of preliminary investigations and design including wetland delineations, geotechnical investigations, preliminary roadway and hydraulic modeling, cost estimating, constructability reviews, and topographic surveying; and

WHEREAS, Breezy Point and Ideal Township wish to pursue LRIP funds to reconstruct the 2.35 miles of Buschmann Road between CSAH 11 to Nelson Road to a 10-ton roadway standard, widening the roadway to a full 32-foot-wide paved surface to accommodate pedestrians and bikes, and improve horizontal and vertical geometrics at locations on the corridor and at select street and driveway entrances; and

WHEREAS, the construction on Buschmann will benefit many agencies and people, including but not limited to MnDOT, Crow Wing County, and residents as roadway geometrics will be improved to provide for safer geometrics and adequate clear zones, provide for a paved shoulder to accommodate local and regional pedestrian and bike traffic, and relieve congestion on neighboring trunk highway and County routes such as TH 371, CSAH 11, CSAH 16, and County Road 112; and

WHEREAS, Breezy Point and Ideal Township wish to pursue the LRIP funds and complete the project work in construction year 2026; and

WHEREAS, the City and Township have committed to providing for all other project costs in which would be ineligible for LRIP funding including but not limited to design engineering, construction administration and testing, legal/administrative fees, and utility construction; and

WHEREAS, the City and Township agree to maintain such improvements under its own jurisdiction for the lifetime of the improvements.

NOW THEREFORE, BE IT RESOLVED BY THE BREEZY POINT CITY COUNCIL, CROW WING COUNTY, MINNESOTA, THAT:

1. The Breezy Point City Council supports the reconstruction project and agrees to maintain such improvement.
2. The City of Breezy Point City Council supports the submittal of the LRIP application.

3. The City of Breezy Point, if awarded LRIP funds, will hold the grant agreement with the State of Minnesota, and as such, will provide for cost splits for costs above the awarded grant amount that consider grant award monies on a prorated basis.
4. The City Council provides assurances that the City will pay all costs associated with the project beyond the LRIP grant award.
5. The City Council seeks support by resolution of Crow Wing County to act as project sponsor for the project should the City and Township be selected to receive LRIP funds, and that such sponsorship shall include the following responsibilities:
 - a. Authorizing the County Engineer to act as an agent on behalf of the sponsoring agency.
 - b. Be the fiscal agent on behalf of the City and have funds flow from MnDOT to the County and to the Contractor.
 - c. Work with the City and Township’s representative, WSB, through the State Aid process including plan reviews, approvals, and grant agreements.
 - d. Request an SAP number for the project.
 - e. Work with WSB to ensure the project meets milestones and dates.
 - f. Review and sign the plans prepared by WSB along with providing cursory review of the engineer’s estimate and proposal before submission to the DSAE.
 - g. Review and sign State Aid Pay Requests (SAPRs) prepared by WSB before submission to State Aid for review.
 - h. Assist WSB in communicating progress and updates with the DSAE’s and State Aid State Programs Engineer.

ADOPTED BY THE CITY COUNCIL OF BREEZY POINT, MINNESOTA THIS 1st Day of December 2025.

Todd A. Roggenkamp, Mayor

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item F.

Prepared By: <i>Brian Sandell, Chief of Police</i>	Meeting Date: <i>December 1, 2025</i>	Item Name: <i>Joint Powers Agreement and Court Services Amendment</i>
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BACKGROUND/DISCUSSION

The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA’s criminal justice data communications network (CJDN).

STAFF RECOMMENDATION

Approve the attached resolution, Joint Powers Agreement, and the Court Services Amendment.

SUPPORTING DOCUMENTS

- Court Services Amendment
- Joint Powers Agreement
- Resolution Approving JPA



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Breezy Point of behalf of its Police Department ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

2.1 **General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue Saint Paul, MN 55106
Telephone:	651.793.2590

Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Brian Sandell, Chief
 Address: 8361 Co Rd 11
 Breezy Point, MN 56472
 Telephone: 320.733.8603
 Email Address: brian@cityofbreezypointmn.us

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.
- 9.3 Sanctions Involving Only Court Data Services**
The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber

Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

**CITY OF BREEZY POINT
RESOLUTION NO. 35-2025**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF BREEZY POINT ON BEHALF OF ITS CITY
ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Breezy Point on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State’s criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Breezy Point, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Breezy Point on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Brian Sandell, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Kelsey Hopps, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City’s connection to the systems and tools offered by the State.
4. That Todd Roggenkamp, the Mayor for the City of Breezy Point, and Allie Polsfuss, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 1st day of December, 2025.

CITY OF BREEZY POINT

By: Todd A. Roggenkamp
Its Mayor

ATTEST: _____
By: Allie Polsfuss
Its City Clerk

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Breezy Point on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 279084, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an

Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. “Court Data Services” means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. “Court Records” means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. “DCA” shall mean the district courts of the state of Minnesota and their respective staff.

e. “Policies & Notices” means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “Rules of Public Access” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to*

Administrative Records, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

- g.** “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.
- h.** “**Subscriber**” shall mean the Agency.
- i.** “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber’s access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber’s duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber’s obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber’s bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber’s bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber’s bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made

available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court’s licensors, and DCA will be irreparably harmed if Subscriber’s obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court’s licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court’s licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court’s licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court’s licensors, and DCA for reasonable attorneys fees incurred by the Court, Court’s licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber’s Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber

Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT’S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT’S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court’s licensors, or DCA. Neither Subscriber nor the Court, Court’s licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, ItemG.

<p>Prepared By: Allie Polsfuss, City Administrator on behalf of the Finance Committee</p>	<p>Meeting Date: 12/1/2025</p>	<p>Item Name: Ordinance to Approve 2026 Fee Schedule</p>
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BACKGROUND

Each year, the City sets a fee schedule which authorizes the city to charge for its services provided. The City Council approved the fee schedule last meeting, however, this should be approved as an ordinance. There were no changes made since Council last saw this.

OVERVIEW

Attachment A includes the fee schedule as approved on 11/3/2025. The highlighted cells include a change in fee or addition to fee schedule. Below is a summary of the proposed changes:

Fee / Category	Description / Rationale
Replacement License Fee (Dog and Golf Cart)	Covers the cost of the physical permit and administrative time required to issue a replacement.
Shipping, Handling & Postage	Additional fee to recover the costs incurred when a permit or license must be mailed.
Transaction Fee	With the new software, the City will now accept credit card payments. A 3.5% transaction fee will apply to cover processing costs.
Mileage Rate	Clarified that the City cannot charge more than the IRS-established mileage rate.
Mailbox Support & Installation	Sales tax will be added for residents to pay.
Short-Term Rental License	Increased to cover the costs of administering short-term rental licenses. Beginning in 2026, a health and safety inspection will be included to confirm that properties comply with basic safety items. The proposed fee covers this inspection.
Sewer Service	The City's sewer fund is currently operating at a loss. To address the deficit, the Finance Committee recommends a \$10.00 rate increase (last increase was \$5.00 in 2023). <i>Proper communication will be sent to residents.</i>
Assessment Search Fee	Updated to cover staff time required to process requests.
Room Rental Fees	New fees established for additional rooms in the new City Hall facility. Staff reviewed rental rates from surrounding communities.
Disc Golf Tournament Fee	Added based on a 2024 Council discussion at which time the fee was set at \$100. Finance Committee proposes increasing to \$150.
Park Pavilion Rentals	Increased to cover labor costs associated with event setup and cleanup.
Key Replacement	New fee for lost or unreturned key cards issued for City Hall facility rentals.
Community Garden Plot	Increased by \$10.00 following review by staff and the Parks Committee after the first season (2025).
Columbarium & Niche Plaques	Increased to reflect actual costs.
Cemetery, Burial Service fees	Increased to cover actual costs and align with surrounding community rates.



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, ItemG.

STAFF RECOMMENDATION

Approve Ordinance to Approve 2026 Fee Schedule.

SUPPORTING DOCUMENTS

Attachment A- 2026 Fee Schedule

CITY OF BREEZY POINT
ORDINANCE 01-2025

AN ORDINANCE AMENDING FEES AND CHARGES FOR 2026
FOR THE CITY OF BREEZY POINT

WHEREAS, The City of Breezy Point Code of Ordinances requires the setting of fees and charges on a periodic basis through a city council resolution; and

WHEREAS, fees and charges are reviewed on an annual basis to determine if they meet the expense of providing service; and

WHEREAS, a resolution is needed to set fees for 2026;

NOW THEREFORE BE IT RESOLVED that the following fees and charges shall be set and established upon passage of this Ordinance for 2026

LICENSING RELATED			
<u>Type of Fee</u>	<u>Fee</u>	<u>Proposed</u>	<u>Authority</u>
3.2 Percent Malt Liquor On-sale	\$100.00		§110.033 (A)
3.2 Percent Malt Liquor Off-sale	\$50.00		§110.033 (A)
3.2 Percent Malt Liquor Combination On & Off-sale	\$135.00		§110.033 (A)
3.2 Malt Liquor License, Temporary	\$25.00		§110.033 (A)
Background Check Fee	\$500.00		§110.002 (C)(1)
Background Check Fee, Renewal	\$100.00		§110.002 (C)(1)
Brew Pub On-Sale	\$250.00		§110.033 (A)
Chicken Permit - Initial	\$35.00		§90.43
Chicken Permit - Renewal	\$15.00		§90.43
Club Licenses: Under 200 members:	\$100.00		§110.033 (A)
201-500 members:	\$150.00		§110.033 (A)
501-1000 members:	\$250.00		§110.033 (A)
Consumption and Display	\$100.00		§110.033 (A)
Consumption and Display – 1 day	\$25.00		§110.091 (D)
Dog License	\$20.00/life dog		§90.06 (B)
Replacement License Fee	\$10.00		§110.002
Golf Cart Fee	\$20.00		§70.043 (F)
Replacement License Fee	\$10.00		
Growler Off-Sale	\$25.00		§110.033 (A)
Kennel Permit	\$35.00		§90.12
Liquor License On-Sale	\$2,000.00		§110.033 (A)
Liquor License Off-Sale	\$240.00		§110.033 (A)
Liquor Sunday On-Sale	\$200.00		§110.033 (A)
Liquor, Temporary	\$25.00		§110.033 (A)
Pawn Broker Fee	\$1,000.00		§113.15 (A)
Pawn Broker Transaction Fee	\$2.00/transaction		§113.15 (B)
Sexually Oriented Business (SOB)	\$3,000.00		§114.
SOB Background investigation Fee	\$500.00		§114.22 (C)
Stable Permit	\$100.00		§90.33
Transient Merchant Permit	\$25.00/2 day		§111.02
Transient Merchant Park Permit	\$250.00		§111.02
Wine On-sale	\$250.00		§110.033 (A)
Wine Off-Sale, Temporary	\$100.00		§110.033 (A)
Shipping, Handling & Postage	\$5.00		

MISCELLANEOUS FEES

<u>Type of Fee</u>	<u>Fee</u>	
Filing Fee - Affidavit of Candidacy	\$10.00	§31.06
Abatement Application	\$1,000.00 & \$5,000.00 deposit*	
After the fact permit/application	Double the fee & expenses	
Certifying to taxes	\$50.00 per occurrence	

NSF Check fee \$30.00
 TIF Application Fee \$1,000.00 & \$5,000.00 deposit*
 Transaction Fee 3.50%
 Mileage Rate Current IRS Rate
 *All out of pocket expenses of the city shall be paid by applicant. An escrow deposit for expenses may be required.

PROPERTY RELATED FEES

<u>Type of Fee</u>	<u>Fee</u>	<u>Authority</u>
After the Fact Zoning Permits	\$100.00	§153.122
Amendment, Ordinance	\$250.00	§153.122
Amendment, Zoning Map	\$250.00*	§153.122
Appeal, Planning Commission	\$100.00*	§153.122
Appeal of PC, City Council	\$100.00*	§153.118
Comprehensive Plan Amendment	\$350.00*	§153.122
Conditional Use, Residential (Including PUD)	\$250.00*	§153.122
Conditional Use, Commercial (Including PUD)	\$350.00*	§153.122
Culvert (delivered/12" diameter/25 ft. black hdpe)	\$225.00	
E911 Address Request	\$90.00	
E911 Replacement Sign	\$50.00	
E911 Replacement Post	\$15.00	
E911 Replacement Post Install	\$20.00	
Fill/Excavation (Ordinance Required)	\$50.00	§153.122
Interim Use, Commercial	\$350.00*	§153.122
Interim Use, Residential	\$250.00*	§153.122
Mailbox Support	\$95.00 + sales tax	
Mailbox Support and Install	\$125.00 + sales tax	
Short Term Rental License	\$750.00	§115.003
Sign Impoundment Release	\$50.00	§153.061
Sign Impoundment Release subsequent	\$100.00	§153.061
Special Meeting Fee	\$250.00	§153.122
Street Renaming Petition	\$100.00 + Sign cost	§70.023
Street Vacation	\$250.00	§70.024 (F)(2)
Subdivision, Platting Application	\$400.00* + \$10/lot	§152.94
Subdivision, Administrative	\$50.00	§152.94
Subdivision, Metes and Bounds	\$150.00	§152.94
Variance, Commercial	\$350.00	§153.122
Variance, Residential	\$250.00	§153.122
Zoning Permits (includes signs)	\$50.00	§153.122

*All out of pocket expenses of the city shall be paid by applicant.
 An excrow deposit for expenses may be required.

Building Permit Fees

1994 Fee Schedule

MS §326B.121

Plan review 65% of Bldg. Permit Fee
 Plan review of similar plans meeting 1300.0160 subd. 6 25% of Bldg. permit Fee
 State Surcharge amount is equivalent to one half mil (.0005) of the fee or \$1.00 for all fixed fee permits.
 State surcharge fees shall be in accordance with MN Statutes, Chapter 326B.

Total Valuation

Fee

\$1.00 to \$500.00	\$21.00
\$501.00 to 2,000.00	\$21.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$25,000.00	\$62.25 for the first \$2,000.00 plus \$12.50 for each additional 1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$349.75 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$574.75 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$887.25 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.

Building Permit Fees cont.

\$500,001.00 to \$1,000,000.00	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$5,012.25 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.
Demolition /Moving Building	\$50.00 & \$1.00 surcharge
Fence (over 6' in height)	\$40.00 & \$1.00 surcharge
Fireplace	\$50.00 & \$1.00 surcharge
After the fact building permit fee penalty	Shall be equal to building permit Fee
Mechanical (New Residential)	\$100.00/unit & \$1.00 surcharge
Mechanical (Replace Existing Residential)	\$35.00/unit & \$1.00 surcharge

Building Permit Fees Cont.

Plumbing Fee (Residential)	\$7.00/opening & \$1.00 surcharge
Re-Inspection Fee	\$40 per inspection
Re-Roof (Residential)	\$35.00 & \$1.00 surcharge
Re-Side (Residential)	\$35.00 & \$1.00 surcharge
Retaining Wall (Over 4ft)	\$40.00 & \$1.00 surcharge
Water Heater - Gas	\$35.00 & \$1.00 surcharge
Other Maintenance Work as determined by the Building Official	\$40.00 & \$1.00 surcharge

Refund Policy Requests must be made in writing by permit applicant before any work

UTILITY RELATED FEES CONT.

Water Meter Charges		
5/8 inch with remote read	\$110.25	
3/4 inch with remote read	\$149.10	
1 inch with remote read	\$178.50	
Larger or special meters	Cost plus handling	

CHARGES FOR SERVICES

<u>Type of Fee</u>	<u>Fee</u>	
Assessment Searches	\$15.00	\$30.00
Ball Field Reservation	\$10.00	
Community Room Rental -	RESIDENT	\$50.00/hour
		Kitchen +\$25/hour
	NON RESIDENT	\$75.00/hour
		Kitchen +\$25/hour
	NON PROFIT	1/2 Day \$50.00
		Full Day \$100.00
	DEPOSIT (refundable)	\$200.00
Meeting Room	RESIDENT	\$20.00/ hour
	NON RESIDENT	\$30.00/hour
	Non Profit	\$10.00/hour
Disc Golf Tournament Permit	\$150.00	
Special event Permit	\$50.00	
Copy of meeting Audio	\$5.00	
Copies:	\$.25/copy	
	2-sided	\$.50/copy
	Color	\$1.00
Documentation Search	Loaded labor rate, first 30 minutes-no charge	
Police Services	\$125/hour plus mileage	
Park Pavilion Reservation, Large	1/2 day = \$30.00	
	Full Day= \$60.00	
	\$50 Deposit	
	\$5+Sales Tax	
Police CD/DVD	\$10.00	
Key Replacement	Resident	\$40.00
Community Garden Plot	Non Resident	\$50.00

Equipment Rental Rates

Rates include operator

<u>Type of Fee</u>	<u>Fee</u>
Mobilization Fee (all rentals)	\$245.00
1 Ton Dump Truck	\$95.00
1 Ton Utility Box & Crane	\$95.00
Dump/Gravel Truck	\$165.00
D-5 Cat Dozer w/Trailer	\$185.00
310 5C Ext-Hoe Backhoe/Loader	\$135.00
New Holland 90HP Tractor	\$95.00
930G CAT Wheel Loader (3 yd bucket)	\$160.00
Skid Steer 247 CAT	\$160.00
Motor Grader 135UF	\$185.00
Trailer Mount Sewer Jetter	\$185.00
1800 Water Tanker	\$105.00
Bobcat 5600 Toolcat	\$120.00
JD 27 mini-excavator	\$125.00
Misc w/trucks – sanders, plows	No charge, salt/sand at cost

Equipment Rental Rates

Without Operator

<u>Type of Fee</u>	<u>Fee</u>
50 KW Portable Generator	\$95.00
5 KW Portable Generator	25
Trash Pump 300GPM	25
Delivery Charge	\$125.00.00 plus mileage over 50 miles

**PELICAN WOODS CEMETERY
RELATED FEES / CHARGES FOR SERVICES**

COLUMBARIA:	<u>Price</u>	<u>Property Owner 20% Discount</u>	<u>Total</u>
Upper Tier Niche	\$1,475.00	295.00	\$1,180.00
Middle Tier Niche	\$1,375.00	275.00	\$1,100.00
Lower Tier Niche	\$1,275.00	255.00	\$1,020.00
Shallow Niche – Ends (Discount of \$100 from above tier pricing)			
Columbarium Opening/Closing: Overtime charge * \$150.00 (over 2 hours additional \$100.00/hour)			

Pelican Woods Cemetery cont.

<u>Type of Fee</u>	<u>Price</u>	<u>Property Owner 20% Discount</u>	<u>Total</u>
DEEDED BURIAL RIGHTS:			
Category 1 (one lot – one burial right)	\$600.00	120.00	\$480.00
Category 2 (one lot – two burial rights)	\$840.00	168.00	\$672.00
Category 3 (one lot – three burial rights)	\$1,080.00	216.00	\$864.00
Category 4 (one lot – four burial rights)	\$1,320.00	264.00	\$1,056.00
Category 5 (one lot – five burial rights)	\$1,560.00	312.00	\$1,248.00
Category 6 (one lot – six burial rights)	\$1,800.00	360.00	\$1,440.00
Phase I, Block 18 (individual cremain sites)	\$350.00	70.00	\$280.00
Select Lots: one cremain site	\$450.00	90.00	\$360.00
Select Lots: two cremain sites	\$550.00	110.00	\$440.00
(Additional burial rights on the same lot, purchased after the original purchase - \$300.00)			

Discounts available to property owners in Breezy Point.

INTERMENT / Traditional Burial

Full Opening (summer/winter)	\$400.00/\$500.00	\$400.00/\$600.00
<u>Overtime charge * - \$300.00 (over 2 hours additional \$100.00/hour)</u>		

INURNMENT / Cremation

Cremaains (summer/winter)	\$200.00/\$300.00	\$200.00/\$350.00
<u>Overtime charge * - \$150.00 (over 2 hours additional \$100.00/hour)</u>		

* Overtime charged for all burials outside business hours (8:30 a.m. - 3:00 p.m., Monday - Friday).

MARKER INSTALLATION:

Family Marker	\$100.00
Individual Marker	\$50.00

Rebecca Ball _____

Brad Scott _____

Steve Jensen _____

Todd Roggenkamp _____

Michael Moroni _____

Adopted this 1st day of December 2025.

Attest:

Mayor Todd A. Roggenkamp

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item A.

Prepared By: <i>Allie Polsfuss, City Administrator on behalf of the Finance Committee</i>	Meeting Date: 12/1/2025	Item Public Hearing	Item Name: <i>Hold Public Hearing and Approve 2026 Final Budget and Levy</i>
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COUNCIL ACTION REQUESTED

Approval of 2026 Final Budget and Levy. The Finance Committee has reviewed this final budget.

BACKGROUND

The City Council approved 2026 Preliminary levy of \$3,737,362, a \$352,396 increase (10.41%) over the adopted 2025 levy. The 2026 final levy proposed for adoption is \$3,694,672 a \$309,706 levy increase (9.15%) from 2025. Below are the changes made from preliminary to final budget.

Fund	Approved Preliminary	Proposed Final
General Fund	\$3,408,712	\$3,366,022
EDA Fund	\$3,650	\$3,650
Cemetery Fund	\$20,000	\$20,000
Debt Service Fund	\$305,000	\$305,000
Total Levy	\$3,737,362	\$3,694,672
Total %Levy Increase	10.41%	9.15%
Tax Rate	36.72%	32.99%

***Note the 2025 tax rate was 35.24%*

TAX INFORMATION

Included are items from the county to compare preliminary levy and preliminary tax rate in surrounding communities. Additionally, Administrator Polsfuss selected 15 properties from various neighborhoods throughout the community to display city tax impacts on Breezy Point properties. Five of these properties belong to City Council members, and the rest were chosen at random. These values are based on the preliminary city tax levy approved in September.

- Attachment 1- Levy Comparison
- Attachment 2- Tax Rate Comparison
- Attachment 3- Tax Impact

BUDGET OVERVIEW

Below is the proposed 2026 Final Budget and Levy breakdown in comparison to 2025.

	2025 Final	2026 Final
General Fund	3,081,316	3,366,022
EDA Fund	3,650	3,650
Cemetery Fund	20,000	20,000
Debt Service Fund	280,000	305,000
Total Levy	3,384,966	3,694,672



CITY COUNCIL MEETING

AGENDA ITEM

BUDGET INFORMATION

Attachment A contains the 2026 General Fund Operating Budget. Key drivers impacting the general fund include:

1. Increases in property and workers’ compensation insurance premiums
2. Implementation of Minnesota Paid Family & Medical Leave effective 1/1/2026
3. Capital Equipment CIP and Replenishing Capital Reserves
4. Buschmann Road Bond Payment
5. Compensation and benefits for all employees
6. Inflationary increases

Attachment A includes the final general fund line-item budget.

Actions following the approval preliminary budget that have impacted changes are:

1. Reductions in CIP – Zoning Code Update Reallocated (9/17/2025)
2. LELS Contract Settled (11/3/2025)
3. Fee Schedule Discussion (11/3/2025)
4. Final Insurance Rates received
5. Inclusion of Sewer Rate Study

Equipment CIP

The 2026 Equipment CIP is to be funded through the levy in the amount of \$281,500.

During 2026 budget discussions, it was initially considered that a portion of capital purchases would be funded through the Capital Fund. However, since that time, expenditures for the City Hall project have been taken from capital reserves. To avoid further depletion of reserves, the City Council approved levying for the entire CIP.

Below is a summary of the capital budget. The items highlighted have been changed from the preliminary budget. (You’ll see this total in row #86 of the budget.)

Department	Description of purchase	Cost
Administration	Zoning Code Update	\$85,000
	Codification of City Code	\$5,000
	Record Keeping Software (for digital files)	\$5,000
IT	Equipment Replacement	\$14,500
Police	Squad Replacement	\$65,000
	Heart Monitors	\$32,000
Parks	Improvements	\$30,000
Public Works	1/2 2002 New Holland Tractor/Mower Replacement	\$80,000
Other	Replenish Capital Reserves	\$50,000
Total Equipment CIP		\$281,500



CITY COUNCIL MEETING

AGENDA ITEM

EDA Fund

Attachment B includes the proposed EDA budget. The EDA's expenditures include an annual payment to the Brainerd Lakes Area Economic Development Corporation. There are no proposed changes for 2026, however, staff will invite them to a future City Council meeting to update the Council per the Finance Committee's request. No changes have been made since preliminary budget approval.

TIF Fund

Attachment C includes the proposed TIF fund budget. This fund receives revenues from existing TIF districts and distributes those revenues back to property owners in accordance with development agreements. Revenues vary annually based on changes in district property values. No changes have been made since preliminary budget approval.

Cemetery Fund

Attachment D includes the proposed cemetery fund budget. No changes are proposed to the operating budget. Planned maintenance projects will be funded through the cemetery capital fund. No changes have been made since preliminary budget approval.

Capital Fund

Attachment E includes the accounting for capital (CIP) expenditures and revenues budgeted in the general fund.

Debt Service Fund

Attachment F includes the proposed Debt Service Fund budget. Notable changes include the additional \$25,000 for the Buschmann Road Project. No changes have been made since preliminary budget approval.

Sewer Fund

Attachment G includes the sewer fund budget. The sewer capital and enterprise funds are not part of the levy. This shows a sewer rate increase of 13% (to \$85 per quarter) as approved by the City Council in the fee schedule.

Sewer Capital Fund

Attached H includes the sewer capital budget.

STAFF RECOMMENDATION

Staff recommends the City Council discuss the proposed budget and approve the 2026 Final Budget and Levy.

SUPPORTING DOCUMENTS

- Attachment A: General Fund
- Attachment B: EDA Fund
- Attachment C: TIF Fund
- Attachment D: Cemetery Fund
- Attachment E: Capital Fund
- Attachment F: Debt Service Fund
- Attachment G: Sewer Funds
- Attachment H: Sewer Capital Fund

General Fund 100

Revenues - All Departments

00000	Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
1 31010	Property Taxes	3,112,759	3,081,316	44,046	0
2 31900	P & I Delinquent Taxes	67,285	20,000	2,614	20,000
3 31920	Tax Forfeiture Land Sales	2,154	7,500	2,750	7,500
4 32000	Licenses & Permits (Short Term Rental)	14,791	12,000	12,300	19,200
5 32100	Business Licenses & Permits	13,620	0	0	0
6 32170	Golf Cart Permits	14,710	14,500	13,062	14,500
7 32210	Zoning/Land Use	7,200	5,000	1,260	5,000
8 32240	Animal Licenses / Impound Fees	585	250	579	500
9 32300	Building Permits	203,459	150,000	77,036	200,000
10 33401	LGA / HACA / MVHC	69,530	92,350	0	74,315
11 33410	PERA Aid	-	0	0	0
12 33416	Police Training Reimb	7,096	10,000	0	10,000
13 33430	Police PERA Aids & Reimb	65,161	68,000	0	70,040
14 33600	Grants	98,213	2,500	25,401	25,000
15 33900	Recycling	75	100	0	100
16 34100	Reimburse For Services	800	12,000	834	2,000
17 34101	Hall Rental	1,400	1,500	215	5,000
18 34103	Community Garden Plot Rental	-	0	1,800	3,000
19 34201	Police Reimbursements	556	3,500	0	3,500
20 34202	Pelican Police Contract	62,500	65,000	33,125	70,225
21 34203	E911 Addressing	2,790	2,500	1,315	2,500
22 34206	Police S&S/NightCap Reimbursements	3,646	8,000	1,643	8,000
23 34300	Highways and Streets	56,536	2,000	40,704	2,000
24 34302	Culverts	2,925	3,000	900	3,000
25 34400	Election Filing Fees	60	0	0	50
Page Total Revenue		3,807,851	3,561,016	259,584	545,430

General Fund 100

Revenues - All Departments (Continued)

26	35100	Fines	15,786	15,000	7,771	15,000
27	35104	Administrative Fines	-	100	50	50
28	36102	Improvements Road/Sewer	-	0	0	0
29	36103	Assessment Search Fees	3,120	2,500	1,050	3,500
30	36200	Miscellaneous & Mailbox Supports	7,723	10,000	6,665	18,500
31	36210	Interest Income	40,538	30,000	9,399	15,000
32	36212	Dividends Income	-	0	0	0
33	36213	Investments Gains/Losses	23,678	0	2,478	0
34	36220	Lease Payments Received	2,880	0	0	0
35	36230	Contributions	2,400	100	0	100
36	36232	Refunds Received	18,905	15,000	326	10,000
37	39201	Transfer From General Fund	-	0	0	0
38	39203	Transfer From Other Fund	423,000	155,000	0	315,000
39			538,031	227,700	27,739	377,150
40			4,345,882	3,788,716	287,324	922,580
		Total Revenue		707,400		922,580

Expenditures - City Council

41100		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
41	100	Compensation	18,605	18,600	9,352	18,600
42	121	PERA	360	360	180	360
43	122	FICA & Medicare	1,423	1,423	711	1,423
44	150	Worker's Compensation Insurance	85	120	100	120
45	300	Professional Services	299	5,000	31,993	5,000
46	351	Legal Notices & Publications	684	500	541	600
47	433	Dues & Subscriptions	3,544	3,000	3,640	4,000
48	437	Training & Education	1,331	3,000	0	2,000
		Total	26,332	\$32,003	46,518	\$32,103

General Fund 100

Expenditures - Administration

41300		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
49	100	Compensation	395,431	318,552	85,915	305,320
50	102	Overtime	2,085	500	5,336	500
51	121	PERA	20,376	23,891	6,666	23,000
52	122	FICA & Medicare	25,035	24,369	6,487	23,450
53		MN Paid Leave	-	0	0	1,346
54	130	Life Insurance	294	634	106	410
55	131	Paid Health & Dental Insurance	47,029	66,650	11,727	47,620
56	150	Worker's Compensation Insurance	2,504	2,500	2,090	1,750
57	200	General Operating	3,904	5,000	6,514	8,400
58	208	Training & Education	3,356	5,500	550	5,300
59	220	Repair / Maint Supplies	200	1,000	66	1,000
60	256	Elections	4,886	0	2,046	5,000
61	321	Telephone	2,485	3,500	1,282	3,000
62	331	Travel Expenses	1,180	1,500	2,430	1,500
63	433	Dues & Subscriptions	1,456	1,500	228	1,500
64	590	Capital Outlay	-	0	0	0
Total			510,220	455,096	131,444	429,095

Expenditures - City Attorney

41610		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
65	304	Legal Services	28,025	30,000	7,352	30,000
Total			28,025	30,000	7,352	30,000

General Fund 100

Expenditures - Other General Govt

41900		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
66	160	Liability Insurance	7,869	7,500	5,113	7,300
67	212	Motor Fuels	-	500	0	500
68	300	Professional Svcs.	9,707	12,000	3,388	10,500
69	301	Auditing & Accounting	17,947	20,000	14,041	20,000
70	303	Engineering (General)	38,633	2,500	0	2,500
71	304	Legal/Prosecution Fees	12,098	9,000	8,979	9,900
72	306	Animal Control	11,575	12,000	5,738	12,500
73	308	IT / Support	8,491	10,000	5,365	18,500
74	310	Fire District	241,094	301,000	150,520	314,019
75	313	Benefits Administration	1,375	1,000	610	1,050
76	319	Other - Reserves	-	0	0	0
77	324	Recycling	480	500	280	500
78	329	Communications	10,828	10,000	0	10,000
79	362	Property Insurance	3,312	2,750	2,593	14,650
80	381	Combined Utilities	7,432	8,000	8,014	13,000
81	400	Office Equipment	3,006	5,000	1,538	4,000
82	401	Building Maintenance	7,545	5,000	2,285	9,200
83	402	Grounds Maintenance	2,214	3,000	984	3,000
84	510	Land Acquisition	-	0	0	0
85	720	Transfer to Other Fund	582,000	0	0	0
86		Equipment CIP (Capital Fund) Transfer	-	270,000	0	281,500
87	721	EOY Fund Bal Transfers	-	0	0	0
88	810	Refunds / Reimbursements	23	500	3,304	500
Total			965,629	680,250	212,753	733,119

General Fund 100

Expenditures - Planning & Zoning

41910		2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget	
89	100	Compensation	93,137	106,029	14,036	92,150
90	103	Admin / Office Wages	13,283	0	2,751	28,825
91	104	Commission Wages	2,230	2,000	550	2,500
92	106	Seasonal Wages	-	0	0	0
93	121	PERA	7,641	7,953	1,060	7,300
94	122	FICA & Medicare	7,878	8,112	1,271	7,500
95		Paid Leave	-	0	0	547
96	130	Life Insurance	104	210	4	170
97	131	Paid Health & Dental Insurance	10,115	10,883	(28)	24,475
98	150	Workers Comp	411	550	460	1,000
99	200	General Operating	618	1,000	120	800
100	208	Training & Education	807	2,500	0	2,500
101	258	Mapping	-	1,000	0	1,000
102	300	Professional Services	1,000	2,000	1,000	2,000
103	302	E-911 / Permit Expenses	875	1,000	175	1,000
104	304	Legal Services	-	0	0	0
105	308	IT Services	3,228	4,000	2,099	4,000
106	309	Building Inspector	137,621	100,000	62,222	144,750
107	331	Travel Expenses	549	500	0	500
108	351	Legal Notices	1,299	1,500	166	1,500
109	810	Refunds	90	100	0	100
		Total	280,888	249,337	85,884	322,618

General Fund 100

Expenditures - Public Safety

42100		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
110	100	Compensation	716,433	698,059	361,699	736,000
111	102	Overtime	27,847	35,000	14,931	35,000
112	103	Admin / Office Wages	78,698	76,880	38,336	80,000
113	105	TZD Wages	3,708	0	3,357	0
114	107	P/T Officer Wages	2,831	9,000	0	0
115	121	PERA	137,980	129,323	69,748	142,500
116	122	FICA & Medicare	15,133	16,004	7,519	17,253
117		MN Paid Leave	-	0	0	3,591
118	130	Life Insurance	735	1,010	504	1,010
119	131	Paid Health & Dental Insurance	124,152	132,000	63,951	138,860
120	150	Worker's Compensation Insurance	35,471	40,000	33,440	51,500
121	160	Liability Insurance	23,129	25,000	17,044	25,000
122	200	General Operating	6,029	9,500	4,722	10,000
123	208	Training & Education	13,755	15,000	5,982	15,000
124	212	Motor Fuels	21,980	25,000	9,610	25,000
125	220	Repair / Maint	18,164	20,000	6,823	20,000
126	300	Professional Services	62,124	87,500	58,990	91,000
127	304	Legal Services	-	0		0
128	308	IT / Support	23,993	28,000	15,460	28,000
129	321	Telephone	16,221	18,000	8,743	18,000
130	362	Property Insurance	8,973	8,000	7,542	12,250
131	363	Automotive Insurance	13,786	12,000	11,858	18,725
132	381	Combined Utilities	11,345	15,000	6,158	15,000
133	400	Office Equipment	1,405	2,000	952	2,000
134	401	Building Maintenance	33,208	45,000	56,710	45,000
135	402	Grounds Maintenance	1,314	2,500	584	2,500
136	417	Uniforms	12,905	12,000	9,895	12,000
137	590	Capital Outlay	212,882	0	36,624	0
138	720	Transfer to Other	-	0	0	0
Total			1,624,202	1,461,776	851,181	1,545,188

General Fund 100

Expenditures - Public Works

43000		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
139	100	Compensation	203,256	182,088	102,417	196,225
140	102	Overtime	1,351	1,785	287	2,000
141	106	Seasonal / Part Time	3,498	5,000	962	5,000
142	121	PERA	15,002	13,657	7,513	15,100
143	122	FICA & Medicare	15,316	14,450	7,569	15,402
144		MN Paid Leave	-	0	0	900
145	130	Life Insurance	241	290	160	290
146	131	Paid Health & Dental Insurance	39,395	34,100	15,177	35,180
147	150	Worker's Compensation Insurance	11,599	15,000	12,540	13,000
148	160	Liability Insurance	1,360	1,200	818	1,200
149	200	General Operating	2,008	2,000	725	2,000
150	208	Training & Education	240	1,000	0	1,000
151	212	Motor Fuels	18,103	35,000	10,157	30,000
152	220	Equipment - Repairs & Maint	54,765	35,000	24,291	36,750
153	222	Landscaping	-	1,500	0	0
154	223	Salt / Sand	8,633	9,000	0	9,000
155	224	Aggregate Materials	69,324	25,000	0	26,250
156	225	Blacktop Repair	49,740	25,000	181	26,250
157	226	Sign Materials	2,630	1,500	1,708	3,000
158	228	Equipment Rental	844	1,500	85	1,500
159	229	Culverts/MB Supports	4,242	2,500	1,871	2,500
160	240	Small Tools / Minor Equip	1,797	2,000	449	2,000
161	300	Professional Services	3,742	2,500	4,875	4,000
162	308	IT Services	2,421	3,280	1,574	3,280
163	321	Telephone	1,560	3,000	745	2,000
164	331	Travel Expenses	-	500	0	500
165	362	Property Insurance	4,215	4,000	3,771	1,190
Page Total			515,282	421,850	197,874	435,517

General Fund 100

Expenditures - Public Works (Continued)

43000		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
166	363	Automotive Insurance	2,298	2,000	1,976	3,125
167	381	Combined Utilities	5,481	7,500	4,475	7,500
168	401	Building Maintenance	605	2,000	5,834	4,000
169	417	Uniforms	1,336	1,500	560	1,575
170	531	Dustcoating	31,216	35,000	32,777	35,000
171	533	Road Improvements	-	300,000	0	600,000
172	590	Capital Outlay	154,824	0	0	0
173	602	Long Term Debt Allowance	-	0		0
174	720	Transfer	50,000	0	0	0
Total			761,042	769,850	243,497	1,086,717

Parks & Recreation (Operating)

45100		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
175	100	Compensation	13,370	57,315	7,264	37,733
176	102	Overtime	107	561	93	500
177	103	Admin Wages	11,695	0	2,041	19,000
178	106	Seasonal Part Time	-	8,500	0	8,500
179	121	PERA	1,855	4,300	695	4,610
180	122	FICA & Medicare	1,859	5,078	696	4,500
181		MN Paid Leave	-	0	0	306
182	130	Life Insurance	27	58	36	76
183	131	Paid Health & Dental Insurance	3,202	9,092	2,097	9,500
184	150	Worker's Compensation Insurance	306	500	418	3,100
185	160	Liability Insurance	214	250	170	275
Page Total			32,634	85,654	13,511	88,100

General Fund 100

Parks & Recreation (Continued)

45100		Description	2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
186	210	General Operating	5,119	5,000	829	5,000
187	212	Motor Fuels	754	2,500	169	2,500
188	222	Landscaping	377	5,000	0	5,000
189	228	Equipment Rental	-	500	0	500
190	300	Professional Services	4,745	5,000	1,330	5,000
191	362	Property Insurance	5,300	5,000	4,714	2,000
192	400	Equipment	-	250	0	250
193	401	Building Maintenance	-	500	208	500
194	530	Beach Improvements	-	500	142	500
195	580	Equipment Outlay	-	500	0	500
196	590	Capital Outlay	37,330	0	3,056	0
197	720	Transfer to Other	10,000	0	0	0
Total			96,259	110,404	23,957	109,850

General Fund 100

Summary

Expenditures		2024 Actual	2025 Budget	6/30/25 YTD	2026 Budget
198	City Council	26,332	32,003	46,518	32,103
199	Administration	510,220	455,096	131,444	429,095
200	City Attorney	28,025	30,000	7,352	30,000
201	Other General Government	965,629	680,250	212,753	733,119
202	Planning & Zoning	280,888	249,337	85,884	322,618
203	Public Safety	1,624,202	1,461,776	851,181	1,545,188
204	Public Works	761,042	769,850	243,497	1,086,717
205	Parks & Recreation (Operating)	96,259	110,404	23,957	109,850
Total Expenditures		4,292,596	3,788,715	1,602,587	4,288,690

General Fund Levy 3,366,110
Preliminary GF Levy Increase 284,794

Preliminary GF % Increase

9.24%

EDA 200

Revenues - All Departments

46500	Description	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
31010	Property Tax	3,650		3,650	
36200	Misc Revenue	0		0	
36210	Interest	0		15	
36213	Investments Gains/Loses	0		0	
Total		3,650		3,665	

EDA Fund 200

Expenditures - All Departments

46500	Description	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
200	General Operating	0		0	
490	Donations	3,650		3,650	
300	Professional Services	0		0	
Total		3,650		3,650	

EDA Fund Levy	3,650
Preliminary EDA Levy Increase	0
Preliminary EDA % Increase	0.00%

TIF Fund 204

Revenues - All Departments

46500	Description	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
31010	Property Tax	16,500	0	15,500	
36200	Misc Revenue	0	0	0	
36210	Interest	0	0	0	
36213	Investments Gains/Loses	0	0	0	
Fund 204	Total Revenue	16,500	0	15,500	

Expenditures

46500	Description	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
300	Professional Services	7,500	0	1,000	
303	Engineering Fees	0	0	0	
351	Legal Notice Publishing	0	0	0	
594	Administration	150	100	150	
810	Refund/Reimbursement	15,000	6,599	14,000	
811	Release of Escrow	0	0	0	
Fund 204	Total Expenditures	22,650	6,699	15,150	

Cemetery Revenue Fund- 270

00000	Description	2025 Budget	2026 Budget	Notes
31010	Property Tax	20,000	20,000	
34000	Charge for Services	3,000	3,000	
34940	Lot Sales	8,000	8,000	
34942	Perpetual Care	1,500	1,500	
36200	Misc / Butterfly Event	4,000	4,000	
36210	Interest	2,500	2,500	
36213	Investments Gains / Loses	0	0	
Total		39,000	39,000	

Expenditures - All Departments

49010	Description	2025 Budget	2026 Budget	Notes
200	General Operating	1,500	1,500	
222	Landscaping	4,000	4,000	
240	Small Tools/Minor Equip	0	0	
300	Professional Services	20,000	20,000	
362	Property Insurance	700	400	
381	Combined Utilities	1,500	2,000	
433	Dues & Subscriptions	125	125	
438	Butterfly Event	2,500	2,500	
439	Markers	1,000	2,000	
534	Site Improvements	10,000	20,000	
720	Transfer to Other (GF)	5,000	5,000	
810	Refunds / Reimbursements		0	
Total		46,325	57,525	

Cemetery Fund Levy	20,000
Preliminary Cemetery Levy Increase	0
Preliminary Cemetery % Increase	0.00%

Debt Service Fund 300

Revenues - All Departments

00000	Description	2025 Budget	2026 Budget	Notes
36108	2007 GO Rd/Sew Bond (RE:2012)	0	0	
36116	Ad Valorem Taxes	0	0	
36210	Interest	0	0	
36119	2012 GO Crossover Bond	0	0	
	City Hall Remodel & Expansion Bond	280,000	305,000	
	2024 Ladder Truck Bond Payment from PLFD	135,000	132,563	
36213	Investments Gains/Loses		0	
39200	Transfer In (from general fund)		0	
39310	Bond Issuance/Other Financing		0	
Total		415,000	437,563	

Expenditures

47000	Description	2025 Budget	2026 Budget	Notes
620	Fiscal Agent Fees	0	0	
637	Bond Interest	0	0	
638	Bond Principal	0	305,000	
	City Hall Remodel & Expansion Bond	280,000	0	
	2024 Ladder Truck Bond	135,000	132,563	
720	Transfer to Other	0		
Total		415,000	437,563	

Debt Service Fund Levy	305,000
Preliminary Debt Service Levy Increase	25,000
Preliminary Debt Service % Increase	8.93%

Capital Fund 401

Revenues - All Departments

6/30/25

		6/30/25			2026	
Description		2025 Budget	2025 YTD	Budget		Notes
31810	Franchise Fees	0	0	0		
33600	State / Local Grants	0	0	0		
33900	Recycling	0	0	0		
35201	Forfeits - Alcohol	0	0	0		
35202	Forfeits - Drug	0	0	0		
36000	Special Assessments	0	210	0		
36101	2005 GO Rd/Sew Assessments	0	0	0		
36102	2008 Imp. Assessment	0	0	0		
36103	2019 Road/Sewer Assessments	0	0	0		
36107	Assessment Income	0	0	0		
36108	2007 GO Road/Sewer Bonds Re: 2012	0	0	0		
36200	Misc. Revenue	0	0	0		
36201	Sold Property Revenue	0	0	0		
42100-34201	Police Copies	0	0	0		
42100-36201	Sold Property Revenue PD	0	0	0		
43000-36201	Sold Property Revenue PW	0	0	0		
41300-36200	Misc. Revenue	0	0	0		
36210	Interest Income	0	28,285	0		
41900-36210	Interest Income	0	0	0		
36211	Insurance Dividends	0	0	0		
36213	Investments Gains/Loses	0	8,439	0		
36230	Contributions and Donations	0	875	0		
36234	Park Dedication	0	9,830	0		
41900-39201	Land Acquisitions (Transfer From GF)	0	0	50,000		Replensih Capital
41940-39201	Well Maintenanc (Transfer from GF)	0	0	0		
43100	Future Improvements	0	0	0		

Revenues - All Departments (Continued)

6/30/25

Description		2025 Budget	2025 YTD	2026 Budget	Notes
43101-39201	Signs (Transfer from GF)	0	0	0	See CIP Document
43121-39201	Road Improvements (Transfer from GF)	0	0	0	
45100-39201	Park Equip Replacement (Transfer from GF)	0	0	0	
49211-39201	Accrued Employee Liabilities	0	0	0	
41900-39201	Transfer from General Fund	270,000	0	231,500	
43000-39201	Transfer from General Fund	0	0	0	
41950-39201	Transfer from General Fund	0	0	0	
39203	Transfer from Other Fund	0	0	0	
Fund 401	Total Revenue	270,000	93,478	281,500	

Expenditures

Description		2025 Budget	2025 YTD	2026 Budget	Notes
35201	Forfeitures Alcohol	0	0	0	
35202	Forfeitures Drugs	0	0	0	
31810	Franchise Fees	0	0	0	
41300	Administration Capital	141,000	1,523,331	0	
41100-590	IT Capital	4,500	0	24,500	
41300-720	Transfer to Other	0	0	0	
41900-324	Recycling	0	0	0	
41900-300	Professional Services	0	166,083	0	
41900	Land Aquisitions	0	214,946	0	
42100-590	Police Capital	169,500	0	97,000	
43000-226	Public Works-Sign Materials	0	0	0	
43000-590	Capital Outlay	0	0	80,000	
43100-720	Future Improvements	150,000	0	0	

		2025 Budget	0	2026 Budget	0%
Description					
43121-626	Road Improvements	0	17,764	0	
45100-590	Parks & Recreation	50,000	0	30,000	
45100-580	Parks & Rec-Equipment Outlay	0	0	0	
45100-590	Parks & Recreation/Replacement	0	0	0	
45200	Parkland Dedication	0	0	0	
47000-720	Transfer to Other	0	0	0	
49211	Accrued Employee Liabilities	0	0	0	
43000-720	Transfer to Other	0	0	310,000	<i>transfer to GF for road imp</i>
Fund 401	Total Expenditures	515,000	1,922,124	541,500	

Sewer Enterprise Fund 600

Revenues - All Departments

00000	Description	2024 Actual	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
36000	Assessments	2,935	25,000	0	5,000	
36200	Misc	0	100	0	0	
36210	Interest Income	11,804	7,500	3,777	7,500	
36213	Investments Gains/Loses	6,511	0	1,036	0	
36232	Refunds/Reimbursements	0	0	0	0	
37210	Sewer Service	459,163	459,000	234,089	525,050	Rate increase per fee schedule
37250	Connection Charges	1,050	1,000	300	1,000	
	Transfer In					
37255	Connection Principal/Interest	0	0	0	0	
Fund 600	Total Revenue	481,462	492,600	239,202	538,550	

Sewer Enterprise Fund 600

Expenditures

43250	Description	2024 Actual	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
100	Full-Time Employee Wages	248,814	286,622	115,890	228,500	\$2472 increase due to 4% COLA
102	Full-Time Employee Overtime	4,199	2,500	2,770	5,150	
103	Admin/Office Wages	54,445	0	16,047	69,200	\$9200 increase
106	Seasonal Part time lawn mowing wages	3,498	6,000	962	6,000	
121	PERA	13,988	21,497	9,783	23,164	
122	FICA/Medicare	21,328	21,927	9,945	23,627	
	MN Paid Leave	0	0	0	1,285	
130	Life Insurance	268	547	153	376	

131	Paid Health/Dental	34,843	24,723	5,624	29,133	<i>\$6000 increase (added Admin Asst Position)</i>
150	Worker's Comp	6,256	5,000	4,180	7,380	<i>Insurance Increase</i>
160	Liability Insurance	6,558	5,500	3,750	5,500	
200	General Operating	7,992	10,000	3,233	10,000	
208	Training and Education	366	1,500	0	1,500	
212	Motor Fuels	3,818	5,000	980	5,000	
220	Repair/Maint Supplies	38,540	15,000	4,169	15,000	
300	Professional Services	12,296	5,000	787	15,000	<i>Sewer Rate Study</i>
301	Auditing and Accounting	12,023	20,000	14,041	20,000	
303	Engineering Fees	3,405	2,500	10,195	5,000	
304	Legal Services	0	0	0	0	
308	IT Support/Software	4,970	5,000	2,249	13,000	
316	Spraying	1,688	1,800	0	1,890	
321	Telephone	3,191	4,500	2,532	5,000	
326	Permits & Lab Testing	2,645	3,500	58	3,500	
331	Travel Expenses	982	500	12	1,000	
332	Gopher One Locates	398	500	157	500	
362	Property Insurance	5,058	4,200	3,960	4,400	
363	Automotive Insurance	1,775	1,650	2,174	2,420	
381	Combined Utilities (Gas & Electric)	32,325	30,000	11,702	35,000	
386	Credit Card Proc Fees	3,972	3,000	1,941	0	
417	Uniforms	615	500	241	525	
432	Bad/Delinquent Payment	0	100	0	0	
433	Dues and Subscriptions	409	500	444	500	
590	Capital Outlay	0	0	39,020	0	
720	Transfer to Other	0	0	0	0	
		0		0		
	Total Expenditures	530,668	489,066	266,998	538,550	

Sewer Capital Projects Fund 602

Revenues - All Departments

41950	Description	2024 Actual	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
36000	Special Assessments	52,279	50,000	9,852	50,000	
00000-36000	Whitebirch7/CreekCir Proj Assessments	0	0	0	0	
36201	Sold Property Revenue	0	36,000	0	0	
36210	Interest	103,290	50,000	33,571	50,000	
36213	Investments Gains/Loses	56,841	0	9,134	0	
34407	SAC/Connections	46,475	30,000	13,000	30,000	
39200	Transfer In	0	0	0	0	
39203	Transfer In from Other (From 600)	0	0	0	0	
Fund 602	Total Revenue	258,886	166,000	65,557	130,000	

Expenditures (Improvement Projects)

41950	Description	2024 Actual	2025 Budget	6/30/25 2025 YTD	2026 Budget	Notes
200	General Operating	0	120,000	11,811	60,000	Mag Meters
591	Construction Costs	0	300,000	0	0	
592	Engineering Costs	36,521	25,000	4,994	25,000	
593	Legal	0	0	0	0	
594	Admin Costs	0	0	0	0	
595	Land Acquisition/Easements	0	0	0	0	
596	Transfer Out	0	0	0	0	
720	Transfer To Other Fund	0	0	0	0	
Fund 602	Total Expenditures	36,521	445,000	16,805	85,000	

RESOLUTION 36-2025

CITY OF BREEZY POINT
COUNTY OF CROW WING
STATE OF MINNESOTA

**A RESOLUTION ADOPTING FINAL BUDGET AND LEVY FOR 2026
GENERAL, ECONOMIC DEVELOPMENT FUND, CEMETERY FUND, CAPITAL
FUND, DEBT SERVICE FUND, and ENTERPRISE FUND**

WHEREAS, the City Council of the City of Breezy Point met to consider budget needs for the year 2026 at Council and Finance Committee meetings over the last several months. The Council had its Public Comment meeting on the 2026 Budget on December 1, 2025

NOW THEREFORE BE IT RESOLVED THAT the City Council, adopts the 2026 Final Budget and levy for the following funds as follows:

General Fund Levy	\$3,366,110
EDA Fund Levy	\$ 3,650
Cemetery Fund Levy	\$ 20,000
Debt Service Fund Levy	<u>\$ 305,000</u>
Total FINAL Levy	\$3,694,760

BE IT FURTHER RESOLVED THAT city staff is hereby directed to prepare the final 2026 budget documents reflecting the above approved budget and levy.

Mayor Todd A. Roggenkamp_____

Rebecca Olson-Ball_____

Steve Jensen_____

Brad Scott_____

Michael Moroni_____

Adopted this 1st day of December 2025.

Mayor Todd A. Roggenkamp

Attest:

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item C.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>12/1/2025</i>	Item Name: <i>Park Dedication Fee</i>
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BACKGROUND

At the City Council meeting on June 2, 2025, the Council directed staff to revise the Park Dedication fee to include a per dwelling unit alternative to our current ordinance.

OVERVIEW

Attachment A includes a draft amendment to the current ordinance to include the language as directed. This ordinance amendment has been reviewed by legal Counsel.

The public hearing was properly noticed.

[Here are the minutes from the 6/2/2025 City Council meeting.](#)

STAFF RECOMMENDATION

Approve Ordinance to Amend the Park Dedication Fee.

SUPPORTING DOCUMENTS

Attachment A-Draft Ordinance

CITY OF BREEZY POINT

ORDINANCE NO. 02-2025

AN ORDINANCE AMENDING THE PARK DEDICATION FEE

The City Council of Breezy Point does ordain as follows:

Section 1 – Purpose. The existing ordinance requires dedication of land, payment of a park dedication fee equal to 10% of the fair market value of the land to be divided, or a combination of the two. The purpose of this amendment is to provide an alternative park dedication fee calculated on a per dwelling unit basis, which reflects the additional households that increase the need for additional park and trail amenities.

Section 2 – Amendment. City Code Section 152.60, “Park Dedication to the Public; Standards,” is amended as follows, with new language underlined and deleted language ~~struck out~~:

(D) When considering parkland dedication, the city shall determine the geographic location and configuration of said land dedication. The land shall not consist of wetland, steep slopes or other natural or man-made features that make the property unsuitable for parkland dedication unless the city determines otherwise. If it is determined that parkland in a subdivision is not warranted, the city shall require a payment, in lieu of land dedication, ~~of~~ calculated as either:

- 1. a sum equal to 10% of the fair market value of the land to be subdivided or a combination of land and payment equal to 10% of the fair market value of the land to be subdivided, or
- 2. \$500 per dwelling unit.

Section 3 – Effective Date. This ordinance amendment shall be in full force and effect from and after passage and publication according to state law.

Adopted by the City Council this ____ day of _____, 2025.

Todd A. Roggenkamp, Mayor

ATTEST:

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item E.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>12/1/2025</i>	Item Name: <i>Public Hearing to Adopt Assessment Roll for the 2025 Edgewater Circle Street Improvement Project</i>
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BACKGROUND

On July 7, 2025, the City Council held a public hearing on the Edgewater Circle Road Improvement. The project was prompted by Pelican Township, and they approached the city about participating in the project. Because the City’s street inventory identified Edgewater as a rating of 4, the Council authorized the improvement.

OVERVIEW

At the July 7, 2025 City Council meeting, the Council held an improvement public hearing, but did not adopt the assessment roll as they were in the process of reviewing the special assessment policy. The special assessment policy was approved on November 3, 2025, and the next step is to have an assessment hearing to adopt the assessment roll based on this policy.

[Here are the minutes from the July 7th City Council meeting.](#)

The final project cost for the city portion was \$21,630.45. The special assessment policy provides that full depth reconstruction project will have a cost share between the property owner and City of 50% with a cap of \$10,000.

Proposed special assessments to the benefitting property owner is based on the policy. Assessments rates are as follows:

Edgewater South Condominium.....\$10,000.00

The assessment will be levied for a 10 year period at an interest rate of 5%.

STAFF RECOMMENDATION

Hold public hearing and Approve Resolution Adopting the Final Assessment Roll

SUPPORTING DOCUMENTS

Attachment A-Resolution for Approval

CITY OF BREEZY POINT
RESOLUTION 37-2025

**RESOLUTION ADOPTING ASSESSMENT FOR THE 2025 EDGEWATER CIRCLE
STREET RECONSTRUCTION IMPROVEMENT PROJECT**

WHEREAS, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the assessable portion of the improvement of Edgewater Circle.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BREEZY POINT:

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2026 and shall bear interest at the rate of 5 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from December 1, 2025 until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid any time on or before December 15, 2025; and he/she may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.

4. The owner of any property so assessed may, at any time prior to certification of the assessment of the first installment to the County Auditor, pay to the City Clerk any portion of the assessment. The remaining unpaid balance shall be spread over the period of time established by the Council for installment payment of the assessment.

5. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 1st Day of December 2025

Mayor Todd A. Roggenkamp

Attest:

Allie Polsfuss, City Administrator

EXHIBIT A
ASSESSMENT ROLL

TAX ID	OWNER	ASSESSMENT
10210530	EDGEWATER SOUTH CONDOMINIUM	\$10,000

CITY OF BREEZY POINT
RESOLUTION 38-2025

A RESOLUTION MAKING ANNUAL APPOINTMENTS AND
DESIGNATIONS FOR THE ORGANIZATIONAL STRUCTURE
FOR THE CITY OF BREEZY POINT FOR THE YEAR 2026

WHEREAS, each year the City Council makes appointments for individuals to serve on various committees and commissions. These include City Council members and citizens. There are also annual designations needed for the efficient and lawful requirements of the city.

NOW THEREFORE BE IT RESOLVED that the following appointments and designations are hereby made:

		<u>Term</u>
Acting Mayor	Michael Moroni	12-31-26
City Council Meetings	6:30 PM, 1 st Monday	
City Council Workshops	As Needed	
Cemetery Comm. Meetings	3 rd Wednesday 1:30 pm	
Cemetery Commissioner	Robbin Jensen	12-31-28
Cemetery Commissioner	Donna Hoelke	12-31-28
Cemetery Comm. Liaison	Steve Jensen	12-31-26
Parks & Recreation Meetings	2 nd Thursday, 5:00pm	
Parks & Recreation Member	Gail Arne	12-31-28
Parks & Recreation Member	Kimberly Slipy	12-31-28
Park and Recreation Liaison	Brad Scott	12-31-26
Planning Comm. Meetings	2 nd Tuesday 6:30 pm	
Planning Commissioner	Lee Brisbin	12-31-28
Planning Commissioner	Marcy Weaver	12-31-28
Planning Commission Liaison	Michael Moroni	12-31-26
Streets Committee Member	Jason Gorr	12-31-26
Streets Committee Member	John Monnier	12-31-26
Streets Committee Member	Tom Nelson	12-31-26
Streets Committee Member	Craig O'Reilly	12-31-26
Streets Committee Member	Leonard Sodd	12-31-26
Street Committee Liaison	Steve Jensen	12-31-26
Joint Powers Board	Todd Roggenkamp	12-31-26
Joint Powers Board	Rebecca Ball	12-31-26
Finance Committee	Todd Roggenkamp	12-31-26
Finance Committee	Brad Scott	12-31-26
Personnel Committee	Rebecca Ball	12-31-26
Personnel Committee	Michael Moroni	12-31-26
Heartland Cable	Michael Moroni	12-31-26
Heartland Cable	Betty Durand	12-31-26

City Attorney	Joe Langel - Ratwik, Roszak, Maloney
City Prosecutor	Kelsey Hopps – Crow Wing County Attorney
City Auditor	CliftonLarsonAllen, LLP.
City Engineer	Nick Peterson - Widseth
Official Depository	Pine River State Bank
Official Newspaper	Pine and Lakes Echo Journal

BE IT FURTHER RESOLVED that said appointments periodically need to be made throughout the year as Committee, Commission, and Board members resign or as other needs become apparent. In addition, appointments of consultants may need to be made. Appointments can be filled, as needed, by a majority vote of the council. The Mayor may fill in as an alternate on any committee or position.

BE IT FURTHER RESOLVED that regularly scheduled meetings can be adjusted from time to time by a motion of the body, providing notice is posted concerning the change.

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 1st Day of December 2025

Mayor Todd A. Roggenkamp

Attest:

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item B.

<p>Prepared By: <i>Allie Polsfuss, City Administrator, Joe Zierden Public Works Supervisor, Nick Peterson Engineer</i></p>	<p>Meeting Date: <i>12/1/2025</i></p>	<p>Item Name: <i>Receive Feasibility Study and Call for Assessment Hearing</i></p>
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BACKGROUND

At the City Council meeting on October 6, 2025, the City Council ordered the preparation of a feasibility report for the proposed 2026 Street Improvement Projects including:

1. Piney Way (full reconstruct)
2. Blue Bird Lane (full reconstruct)
3. Wren Drive (overlay)

OVERVIEW

Attachment A includes the feasibility report prepared by Widesth. The next step in the process is to formally receive the feasibility report and call for an assessment hearing.

The total estimated project costs are \$571,160 for all three projects. With the special assessment policy, this will fall within the expenditures budgeted for the 2026 street improvements.

Due to the timing of engineering, design, and bidding, staff recommends the Council hold an improvement hearing prior to the City Council meeting on January 5, 2026 starting at 5:00PM. An improvement hearing is required under state statute 429 to provide a public forum for landowners to be notified about and discuss the proposed local public improvements funded by special assessments. Because there are three separate projects, we proposed the following schedule on January 5, 2026:

- 5:00PM- Blue Bird Lane Hearing
- 5:30PM- Piney Way Hearing
- 6:00PM- Wren Drive Hearing

The Council should discuss the date of the proposed improvement hearing. If approved, below is the tentative project schedule:

Improvement Hearings & Order Improvements	January 5, 2026
Approve WiDSETH Design Contract	January 5, 2026
Approve Plans and Specs and Authorize Ad for Bid	March 2, 2026
Assessment Hearing.....	Tentatively April 28, 2026
Adopt Assessment Roll	May 4, 2026
Award Contract	July 6, 2026
Begin Construction.....	July/August 2026

A second option would be to hold a special meeting the week of January 19th, but this would push the project back a month.



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item B.

Staff recommends the City Council Approve the Resolution Receiving the Feasibility Study and Call for an Assessment Hearing.

SUPPORTING DOCUMENTS

- Attachment A- Feasibility Study
- Attachment B- Resolution

FEASIBILITY REPORT

2026 STREET IMPROVEMENTS PROJECT

BLUEBIRD LANE, PINEY WAY, WREN DRIVE

BREEZY POINT, MINNESOTA

2025-11748

DATE: 11-24-2025

2026 STREET IMPROVEMENTS PROJECT

FEASIBILITY REPORT

Prepared for
City of Breezy Point

WIDSETH No. 2025-11748

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer Under the laws of the State of Minnesota.



Nick Peterson
Professional Engineer

64909
License Number

11-24-2025
Date

2026 STREET IMPROVEMENTS PROJECT

FEASIBILITY REPORT

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- EXHIBIT A – BLUEBIRD LANE PROJECT AREA
- EXHIBIT B – PINEY WAY PROJECT AREA
- EXHIBIT C – WREN DRIVE PROJECT AREA

APPENDICES

- APPENDIX A – ESTIMATED PROJECT COSTS
- APPENDIX B – ESTIMATED PROJECT TIMELINE

STATEMENT OF PURPOSE

On October 6th, 2025, the City Council authorized Widseth to complete this Feasibility Report. The purpose of this report is to review the feasibility of improving Bluebird Lane, Piney Way, and Wren Drive based on the 2026 streets budget and the Capital Improvement Plan. This report evaluates the condition of the existing roadways, identifies potential improvements, and provides cost estimates and assessment projections based on the current City assessment policy.

After the City accepts the report, a public hearing will be required, and the results of the study will be presented to review the proposed improvements, estimated costs, and estimated assessments for the benefited properties. When the hearing has been completed and public testimony has been received, the City Council may choose to discontinue the project, modify the project, or pass a resolution ordering the improvements. If the project is continued, final plans, specifications, and bidding documents will be prepared by the Project Engineer. After the project has been legally advertised and bids have been received, the City will review the projected costs based on the bids received. If the lowest responsible bid is acceptable, the Council will proceed with a Contract for construction. An assessment roll is typically prepared after the final construction costs are tallied, but may be scheduled as soon as the project is awarded to the successful bidder. A final assessment hearing will be held and, if the assessments are subsequently approved by the City Council, the assessment roll will be certified to the County Auditor for placement on the tax rolls.

EXISTING CONDITIONS

BLUEBIRD LANE

Bluebird Lane is located within Commercial (C) and Original Neighborhood (R-3) zoning districts and contains both commercial and residential properties. The project area includes the entire length of Bluebird Lane from CSAH-11 to CSAH-4.

The last recorded major improvement to Bluebird Lane was in 1978, when it was originally paved. The bituminous roadway is 20 feet wide and approximately 1,140 linear feet long. The pavement has been patched when necessary and is deteriorated. The pavement is visibly failing and has been patched in many locations.

Gravity sanitary sewer flows from north to south toward CSAH-4 and eventually to Lift Station 4. The PVC sewer installed in 1978 remains within its useful life and does not require replacement due to age. Televising is recommended before construction to identify any necessary repairs.

Bluebird Lane experiences erosion and drainage issues. During rain events, stormwater flows primarily from the northwest portion of the roadway to the East. Sediment from winter time salt/sand and native sands from driveways gets washed down the roadway during storm events and spring thaw. Some measures have been taken by the City to try to mitigate the erosion. This issue poses some challenges in correcting. The existing profile is quite steep, and the existing topography in the right of way is not conducive to stormwater management. Existing shouldering holds water on the roadway in some locations, contributing to water concentrating on the pavement at the low point.

PINEY WAY

Piney Way exists entirely in the Medium Density Residential (R-2) zone. The project area is the entirety of Piney Way from CSAH-4 to the dead end of Piney Way.

The last recorded major improvement to Piney Way was in 1978 when it was originally paved. The bituminous roadway is 18 feet wide and approximately 1,100 linear feet long. The pavement is visibly deteriorated after nearly fifty years of use and has been patched where necessary.

Gravity sanitary sewer exists on Piney Way, flowing from north to south. The sanitary sewer is constructed of concrete manholes and PVC pipe. The PVC pipe is still in its useful life and should not require replacement due to its age. We recommend televising the sewer on Piney Way prior to construction to identify any repairs that may be necessary. Necessary repairs could be completed as a part of this construction project.

Much of the existing topography of the corridor of Piney Way does not allow for water to drain off of the pavement. Higher shoulders hold water on the pavement in many locations, which can lead to quicker pavement deterioration.

WREN DRIVE

Wren drive exists in Original Neighborhood (R-3) and Resort Commercial (RC) zoning. The project area is the entirety of Wren Drive, from Dove Street to Robin Lane.

Wren Drive has been previously chip sealed, and we believe it has also been overlaid in the past. The last recorded improvement was in 2004. The roadway is 20 feet wide and is about 1,200 linear feet long.

Some cracking is present, however the majority of the roadway is in good condition. Gravity sewer exists on Wren Drive. The gravity sewer is constructed of PVC and is still in its useful life and should not require replacement due to its age.

PROPOSED IMPROVEMENTS

BLUEBIRD LANE

The roadways existing width of 20 feet does not meet the current City standard of 22 feet for local roads. The City has typically considered increasing road width on a case by case basis. Through discussion with City staff and considering the existing conditions, the roadway width is not proposed to change.

It is proposed to reconstruct the roadway by reclaiming the existing pavement and base, adding additional aggregate base, and paving. Driveways will be removed to a distance from the roadway that is appropriate for tying back in to the new pavement, and driveways will be replaced with the material they were prior to the improvement. Sanitary sewer manhole castings are proposed to be removed and replaced as a part of this project.

Ditching is proposed on the north-south portion of the roadway to improve drainage. Additionally, a stretch of surmountable curb and gutter is proposed in the area where some erosion has occurred in the past. Re-establishing a 2% crown and grading the shoulders will allow water to flow off the roadway and minimize sedimentation at the low point where water would pool and sand would collect during large rain events.

A 3 ½ inch pavement section is proposed, the City’s current standard for local roads is 2 inches of bituminous with a 4 inch aggregate base. With the proposed pavement thickness, a future mill and inlay would allow for matching back in with the proposed curb and gutter, whereas a thinner pavement section would require a future overlay. Overlaying roadways with curb and gutter is not favorable as it creates a substantial bituminous lip over the concrete. Additionally, some commercially zoned lots exist on Bluebird Lane that could see some heavier vehicle traffic where a thicker pavement section would be preferred.

We recommend the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect the investment. Proposed improvements are shown in Exhibit A.

PINEY WAY

Piney Way is 18 feet in width, which does not meet the current City standard of 22 feet for local roads. The City has typically considered increasing road width on a case by case basis. Through discussion with City staff and considering the existing conditions, the roadway width is not proposed to change.

It is proposed to reconstruct the roadway by reclaiming the existing pavement and base, adding additional aggregate base, and paving. Driveways will be removed to a distance from the roadway that is appropriate for tying back in to the new pavement, and driveways will be replaced with the material they were prior to the improvement. Sanitary sewer manhole castings are proposed to be removed and replaced as a part of this project. The cost estimate reflects a 3 ½ inch pavement section and on Piney Way, the City’s current standard for local roads is 2 inches of bituminous and 4 inches of aggregate base.

Drainage off the pavement would benefit from raising the roadway. We are proposing to add an additional three to four inches of aggregate base to allow some grading away from the roadway. Where feasible, some ditching is proposed to manage some of the runoff.

It is not anticipated any easements will be necessary to complete the proposed improvements. During design, and with accurate survey information, the need, if any, for easements will be determined.

We recommend the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect the investment. Proposed improvements are shown in Exhibit B.

WREN DRIVE

Wren Drive is 20 feet in width, which does not meet the current City standard of 22 feet for local roads. The proposed improvement is a mill and inlay, which does not allow for road widening.

In order to complete the proposed improvement, a determination of the existing pavement depth will need to be made. The cost estimate includes estimated costs to core the existing bituminous mat to determine the thickness. If it is determined that there is adequate thickness, a 1 ½ inch mill and a 1 ½ inch inlay of pavement is recommended. No driveway removal or replacement will be required. Sanitary sewer manhole castings will be removed and replaced as well.

The approach from Dove Street to Wren Drive is deteriorated slightly more than the rest of the roadway. It appears some stormwater may sit on the pavement at this location. It is proposed to remove the pavement full depth for a short portion and replace it, as well as some tree clearing and ditching at that intersection.

We recommend that the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect its investment. Proposed improvements are shown in Exhibit C.

ESTIMATED PROJECT COSTS

Estimated project costs for the proposed improvements to each road are summarized below:

Bluebird Lane	\$259,550
Piney Way	\$224,170
Wren Drive	\$87,440
Total Estimated Project Cost	\$571,160

The City’s current assessment policy is to assess 50% for full reconstruction (\$10,000 cap per assessment) and full depth reclamation projects (\$7,000 cap per assessment), and 25% for overlay and mill and inlay projects (\$4,000 cap per assessment). Assessments are determined on a per building site basis, per the policy. Building sites are determined per buildable lot. Property owners owning multiple adjoining properties are proposed to be assessed for each lot unless the primary structure overlaps lot lines, or if the other lot is not buildable. If a lot is not buildable per zoning ordinance, but a variance can be obtained, an assessment is proposed for that lot. Estimated preliminary assessment costs for the proposed improvements to each road are summarized below:

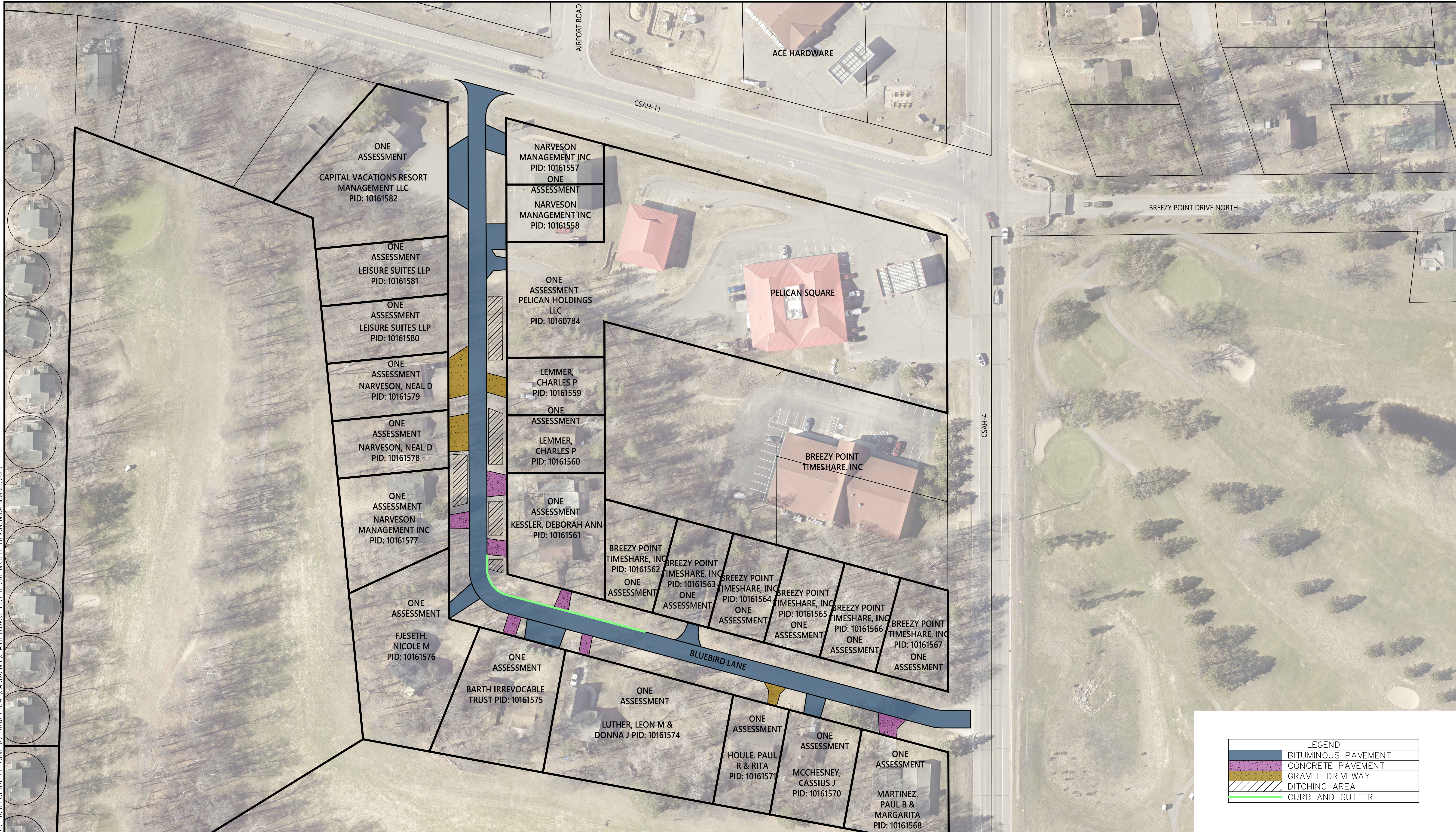
Bluebird Lane – Full Reconstruct	
Total Estimated Project Cost	\$259,550
Estimated City Costs (50%)	\$129,775
Assessable Project Cost (50%)	\$129,775
Assessable Building Sites	22
Estimated Cost Per Assessable Building Site	\$5,900
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$880
Piney Way – Full Reconstruct	
Total Estimated Project Cost	\$224,170
Estimated City Costs (50%)	\$112,085
Assessable Project Cost (50%)	\$112,085
Assessable Building Sites	25
Estimated Cost Per Assessable Building Site	\$4,490
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$670
Wren Drive – Mill and Inlay	
Total Estimated Project Cost	\$87,440
Estimated City Costs (75%)	\$65,580
Assessable Project Cost (25%)	\$21,860
Assessable Building Sites	26
Estimated Cost Per Assessable Building Site	\$840
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$125

The costs estimated herein are intended to convey a general and approximate picture of the costs that would probably be incurred today in carrying out the proposed work. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Actual costs can only be determined by bidding the project. Assessable project costs are determined based on current City assessment policy. The estimated costs above include estimated construction costs, 15% contingencies, and soft costs including engineering, administration, and legal fees. Detailed cost estimating and assessment cost estimating can be found in Appendix A.

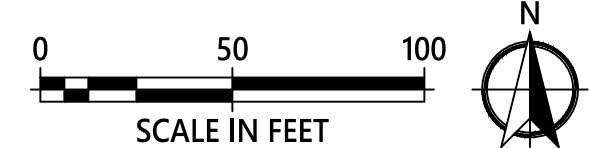
CONCLUSION

In conclusion, we feel the proposed improvements are feasible and do not foresee any major construction issues. It is recommended the City review the findings of this Feasibility Study and its applicability to the City’s finances, capital improvement program, and assessment policy. If there are changes the City Council wishes to make regarding the proposed scope of project, or the recommended improvements, then those should be amended in the report. When the Council is ready to move forward to the next step in the assessment process, a resolution setting a date for a preliminary improvement hearing will be required.

EXHIBIT A



LEGEND	
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL DRIVEWAY
	DITCHING AREA
	CURB AND GUTTER



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DRAWN BY: ####
CHECKED BY: ####
SIGNER NAME: _____ LIC. NO.: NUMBER _____ DATE: MM/DD/YYYY _____

DATE	REV#	REVISIONS DESCRIPTION

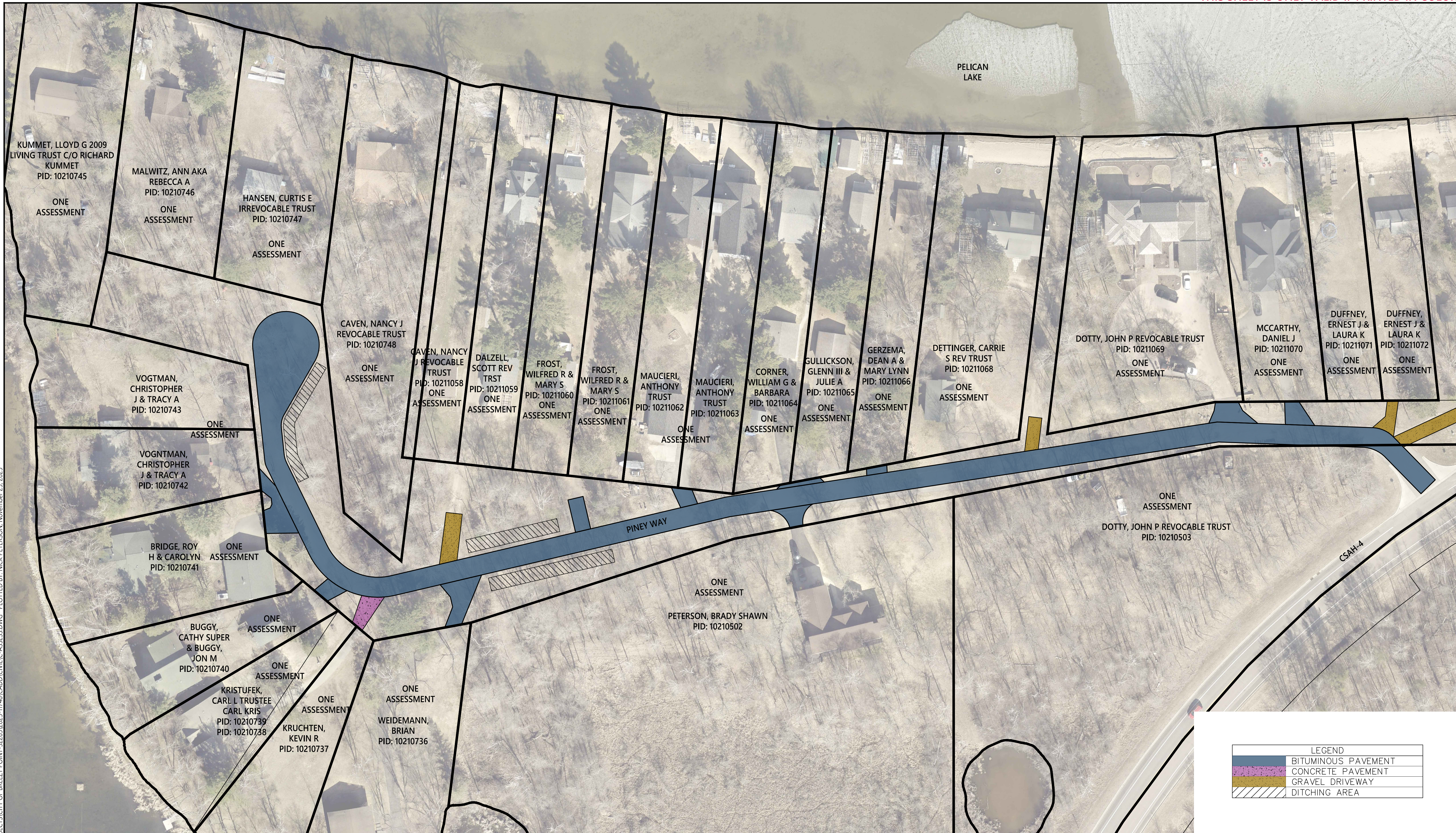
2026 STREET IMPROVEMENTS FEASIBILITY REPORT

BLUEBIRD LANE

EXHIBIT A

PROJECT #: 2025-11748

EXHIBIT B



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WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

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CHECKED BY: ####
SIGNER NAME: _____ LIC. NO.: NUMBER _____ DATE: MM/DD/YYYY _____

DATE	REV#	REVISIONS DESCRIPTION

2026 STREET IMPROVEMENTS FEASIBILITY REPORT

PINEY WAY



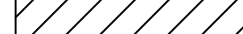
EXHIBIT B

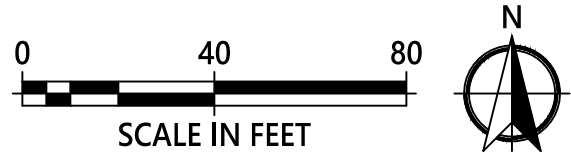
PROJECT #: 2025-11748

EXHIBIT C



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LEGEND	
	BITUMINOUS PAVEMENT
	MILL AND INLAY
	DITCHING AREA



DRAWN BY:

CHECKED BY:
####

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL PROFESSION UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNER NAME LIC. NO.: NUMBER DATE: MM/DD/YYYY

DATE	REV#	REVISIONS DESCRIPTION

2026 STREET IMPROVEMENTS FEASIBILITY REPORT

WREN DRIVE

EXHIBIT C

PROJECT #: 2025-11748

APPENDIX A

APPENDIX A

ESTIMATED PROJECT COSTS AND ASSESSMENT CALCULATIONS
 2026 STREET IMPROVEMENTS PROJECT
 CITY OF BREEZY POINT
 11/21/2025

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	BLUEBIRD LANE		PINEY WAY		WREN DRIVE		PROJECT TOTAL	
					EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$20,000.00	0.40	\$8,000.00	0.40	\$8,000.00	0.20	\$4,000.00	1	\$20,000.00
2	2101.502	CLEARING	ACRE	\$15,000.00	0.01	\$150.00	0.1	\$1,500.00	0	\$0.00	0.11	\$1,650.00
3	2101.502	GRUBBING	ACRE	\$15,000.00	0.01	\$150.00	0.1	\$1,500.00	0	\$0.00	0.11	\$1,650.00
4	2101.505	CLEARING	EACH	\$600.00	0	\$0.00	0	\$0.00	5	\$3,000.00	5	\$3,000.00
5	2101.505	GRUBBING	EACH	\$600.00	0	\$0.00	0	\$0.00	5	\$3,000.00	5	\$3,000.00
6	2104.502	REMOVE CASTING	EACH	\$500.00	5	\$2,500.00	8	\$4,000.00	3	\$1,500.00	16	\$8,000.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$6.00	0	\$0.00	0	\$0.00	84	\$504.00	84	\$504.00
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$6.00	647	\$3,882.00	356	\$2,136.00	0	\$0.00	1003	\$6,018.00
9	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$12.00	257	\$3,084.00	50	\$600.00	0	\$0.00	307	\$3,684.00
10	2105.507	DITCH EXCAVATION	SQ YD	\$12.00	428	\$5,136.00	400	\$4,800.00	40	\$480.00	868	\$10,416.00
11	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$400.00	11.4	\$4,560.00	11.0	\$4,400.00	0	\$0.00	22.4	\$8,960.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$50.00	236	\$11,800.00	554	\$27,700.00	0	\$0.00	790	\$39,500.00
13	2215.504	FULL DEPTH RECLAMATION 8"	SQ YD	\$2.00	2566	\$5,132.00	2812	\$5,624.00	0	\$0.00	5378	\$10,756.00
14	2232.504	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$5.50	0	\$0.00	0	\$0.00	2650	\$14,575.00	2650	\$14,575.00
15	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$30.00	647	\$19,410.00	356	\$10,680.00	0	\$0.00	1003	\$30,090.00
16	2531.504	CONCRETE DRIVEWAY REPLACEMENT	SQ YD	\$75.00	257	\$19,275.00	50	\$3,750.00	0	\$0.00	307	\$23,025.00
17	2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$100.00	244	\$24,400.00	267	\$26,700.00	252	\$25,200.00	763	\$76,300.00
18	2360.504	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	\$100.00	325	\$32,500.00	356	\$35,600.00	11	\$1,100.00	692	\$69,200.00
19	2506.502	CASTING ASSEMBLY	EACH	\$1,000.00	5	\$5,000.00	8	\$8,000.00	3	\$3,000.00	16	\$16,000.00
20	2531.503	CONCRETE CURB & GUTTER DESIGN S518	LIN FT	\$60.00	220	\$13,200.00	0	\$0.00	0	\$0.00	220	\$13,200.00
21	2511.507	RIPRAP CLASS III	CU YD	\$200.00	12	\$2,400.00	0	\$0.00	0	\$0.00	12	\$2,400.00
22	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$50.00	350	\$17,500.00	169	\$8,450.00	0	\$0.00	519	\$25,950.00
23	2575.501	TURF ESTABLISHMENT	LUMP SUM	\$20,000.00	0.5	\$10,000.00	0.45	\$9,000.00	0.05	\$1,000.00	1	\$20,000.00
24		BITUMINOUS PAVEMENT CORING	EACH	\$3,000.00	0	\$0.00	0	\$0.00	2	\$6,000.00	2	\$6,000.00
ESTIMATED CONSTRUCTION COST						\$188,079.00		\$162,440.00		\$63,359.00		\$413,878.00
CONTINGENCIES (15%)						\$28,211.85		\$24,366.00		\$9,503.85		
SUBTOTAL						\$216,290.85		\$186,806.00		\$72,862.85		
ENGINEERING, ADMINISTRATION AND LEGAL (20%)						\$43,258.17		\$37,361.20		\$14,572.57		
TOTAL ESTIMATED PROJECT COSTS						\$259,549.02		\$224,167.20		\$87,435.42		\$571,151.64
ASSESSABLE PROJECT COST (BLUEBIRD LANE AND PINEY WAY 50%, WREN DRIVE 25%)						\$129,774.51		\$112,083.60		\$21,858.85		\$263,716.96
ASSESSABLE BUILDING SITES						22		25		26		
ESTIMATED COST PER ASSESSABLE BUILDING SITE						\$5,898.84		\$4,483.34		\$840.73		
ESTIMATED ASSESSMENT COST PER YEAR						\$878.93		\$668.02		\$125.27		
(BASED ON 1 ASSESSMENT, 10-YEAR TERM AND 8% INTEREST RATE)												
ESTIMATED CITY COSTS (BLUEBIRD LANE AND PINEY WAY 50%, WREN DRIVE 75%)						\$129,774.51		\$112,083.60		\$65,576.57		\$307,434.680

APPENDIX B

APPENDIX B
POSSIBLE PROJECT SCHEDULE
2026 STREET IMPROVEMENTS
CITY OF BREEZY POINT
NOV. 18, 2025

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Resolution Ordering Preparation of Feasibility Report	Monday, October 6, 2025	City Council Meeting	
Approve Engineering Contract for Feasibility Report			
Resolution Receiving Feasibility Report	Monday, December 1, 2025	City Council Meeting	
Resolution Calling Improvement Hearing			
Public Informational Meeting	Monday, December 15, 2025	5:30 p.m. Breezy Point City Hall	4
Mailed Notice for Improvement Hearing	Tuesday, December 9, 2025	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Saturday, December 13, 2025	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	2
Second Published Notice for Improvement Hearing	Saturday, December 19, 2026		
Improvement Hearing - Bluebird Lane	Monday, January 5, 2026	5:00 p.m. Breezy Point City Hall	5
Improvement Hearing - Piney Way		5:30 p.m. Breezy Point City Hall	5
Improvement Hearing - Wren Drive		6:00 p.m. Breezy Point City Hall	5
Resolution Ordering Improvement and Plan Preparation		City Council Meeting	
Approve Engineering Design Contract		City Council Meeting	
Design and Staff Review	January-February		
Roads Committee Review	February	75% Plan Review	
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	Monday, March 2, 2026	City Council Meeting	
Bidding Publication	Tuesday, March 3, 2026	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	2
Bid Opening	Wednesday, March 25, 2026	By default bid remains subject to acceptance for 60 days after the Bid opening.	
Resolution Ordering Assessment Hearing	Monday, April 6, 2026	City Council Meeting	
Mailed Notice for Assessment Hearing	Tuesday, April 7, 2026	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Saturday, April 11, 2026	Once in local newspaper at least two weeks prior to hearing.	
Assessment Hearing	Tuesday, April 28, 2026	5:30 p.m. Breezy Point City Hall	
Resolution Adopting Assessment Rolls	Monday, May 4, 2026	City Council Meeting	
End of Assessment Appeal Period	Wednesday, June 3, 2026	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Notice of Award	Monday, July 6, 2026	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
Approve Engineering Construction Contract			
Pre-Construction Meeting	July, 2026		
Begin Construction	July-August, 2026		

NOTES

1. City Council Meetings held on 1st Monday of the month
2. Deadline for Wednesday publication in the Pine and Echo Journal is Friday by 11:00 a.m. for the Wednesday edition and Tuesday by 10:00 a.m. for the Saturday edition.
3. The project schedule assumes all Council actions are taken at a regular scheduled meetings. The schedule could be accelerated with special meetings.
4. City to mail or notify public of meeting time and location.
5. Improvement Hearing(s) can be held separately or together.
6. **All dates are subject to change, this is a living document. Dates may change based on coordination with other CIP projects.**

CITY OF BREEZY POINT
RESOLUTION 39-2025

**RESOLUTION RECEIVING FEASIBILITY REPORT AND
CALLING HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the council adopted October 6, 2025 a report has been prepared by WiDSETH with reference to proposed 2026 Street Improvements, the improvement of Bluebird Lane, Piney Way, and Wren Drive, and this report was received by the council on December 1, 2025, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.¹

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BREEZY POINT, MINNESOTA:

1. The council will consider the improvement of such streets in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of \$590,166.
2. A public hearing shall be held on such proposed improvement on the 5th day of January, 2026, in the council chambers of the city hall at 6:30 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the council this 1st day of December, 2025

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 1st Day of December 2025

Mayor Todd A. Roggenkamp

Attest:

Allie Polsfuss, City Administrator

City of Breezy Point

Cash, Cash Equivalents & Investments

As of November 30, 2025

Section 8, Item A.

	Cash	Money Market Funds	Certificates of Deposit	Gov't Bonds	Maturing	Estimated Yield	Prior 30-day Yield	
Pine River Checking	\$ 983,268.26							
Pine River Property Disposal	\$ 1,232.80							
Financial Northeastern Securities		\$ 181,865.96				3.96%	4.00%	↓ Monthly
Financial Northeastern Securities			\$ 245,901.60		10/30/2026	4.03%	4.05%	
Financial Northeastern Securities			\$ 245,967.75		4/30/2027	3.93%	3.96%	
Financial Northeastern Securities			\$ 245,977.55		4/30/2029	3.83%	3.89%	
PMA 4M Fund		\$ 1,834,541.81				4.24%	4.24%	↓ Monthly
Multi-Bank Securities (MBS)		\$ 1,043,655.93				3.17%	3.29%	↓ Monthly
Multi-Bank Securities (MBS)			\$ 131,687.16		5/28/2026	0.71%	0.72%	
Northland Securities		\$ 112,595.13				3.26%	3.37%	↓ Monthly
Northland Securities			\$ 244,042.05		12/11/2025	0.50%	0.50%	
Northland Securities			\$ 223,582.50		2/18/2026	1.76%	1.76%	
Northland Securities			\$ 239,600.20		2/23/2027	1.99%	1.99%	
Northland Securities			\$ 245,972.65		4/30/2027	3.93%	3.93%	
Northland Securities			\$ 247,935.10		4/30/2029	4.05%	4.04%	
Northland Securities			\$ 248,042.90		4/30/2030	4.00%	3.99%	
Wells Fargo		\$ 51,984.62				3.70%	3.87%	↓ Monthly
Wells Fargo				\$ 242,728.85	2/25/2026	1.01%	1.01%	
Wells Fargo			\$ 213,132.99		9/25/2026	0.68%	0.67%	
Wells Fargo			\$ 239,404.20		2/17/2027	1.93%	1.89%	
Wells Fargo			\$ 246,705.20		5/1/2028	3.98%	3.96%	
Wells Fargo			\$ 247,935.10		4/30/2029	4.10%	4.04%	
Wells Fargo			\$ 248,498.60		4/30/1930	4.10%	4.04%	

TOTALS \$ 984,501.06 \$ 3,224,643.45 \$ 3,514,385.55 \$ 242,728.85

TOTAL ALL FUNDS \$ 7,966,258.91

City of Breezy Point

Fund Balances*

As of August 31, 2025

General Fund	\$ 1,813,467.95
EDA Fund	\$ 4,552.41
TIF District	\$ 66.60
Cemetery Fund	\$ 218,359.44
Debt Service Fund	\$ 458,154.35
Capital Fund	\$ 835,358.46
Sewer Operating Fund	\$ 399,804.15
Sewer Capital Fund	\$ 4,055,456.26
Escrow Reserve Fund	\$ 1,537.46
	<hr/>
	\$ 7,786,757.08

* Differences in fund balances compared to Cash, Cash Equivalents & Investments chart are due to issued checks that are outstanding and deposits in transit.