



CITY COUNCIL REGULAR MEETING

Monday, August 03, 2026 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. PUBLIC HEARING

A. Ord. No. 03-2026 Amending Council Salaries

6. CONSENT AGENDA

A. Approve City Council Meeting Minutes from July 6, 2026

B. Approve Claims Totaling \$158,853.63; Checks 141272-141334, eChecks 4131-4138

C. Approve Joint Powers Agreement with Crow Wing County for Police Department Records Management Services

D. Approve Right of Entry Agreement with Minnesota Power

E. Res. No. 38-26 Supporting and Authorizing Application for Sourcewell Third Party Services Program

F. Res. No. 39-26 Supporting and Authorizing the Application for Sourcewell Community Impact Funding

G. Res No. 40-26 Appointing Election Judges

H. Res. No. 41-26 Governing Write-In Vote Counting (Repeal Res No. 16-2024)

I. Res. 42-26 Declaring Property Surplus and Authorizing its Sale

- [J.](#) Res. No. 43-26 Decertifying a Special Assessment for 2019 Street and Sewer Improvement Project

7. BUSINESS ITEMS

- [A.](#) Consider Petition to Rezone Application 26-001
- [B.](#) Approve Amended Pequot Lakes Fire District Joint Powers Agreement
- [C.](#) 2027 Preliminary Budget and Levy Review
- D. Approve Pay Application #1 for 2026 Street Improvement Project

8. DEPARTMENTAL UPDATES & COUNCIL REPORTS

- A. Buschmann Road Project Update- *Kevin Kruger, WSB*
- B. Shoreview Lane Maintenance-*Public Works Director Joe Zierden*
- [C.](#) 2nd Quarter Financial Update-*Janette Rust*

9. ADJOURN



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, ItemA.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>6/1/2026</i>	Item Name: <i>Council & Commissioner Pay</i>
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BACKGROUND

At the Strategic Planning session and in previous City Council meetings, Council compensation has been discussed, and staff has conducted an analysis comparing Breezy Point's compensation levels with surrounding communities. At the June City Council meeting, the Council directed staff to adjust the Council pay for the Mayor from \$350 per meeting to \$400 per meeting and City Council members from \$300 per meeting to \$350 per meeting.

OVERVIEW

Because Council salaries are authorized by Ordinance, the Council must hold a public hearing. The hearing has been properly noticed. Ordinance 03-2026 is attached for approval.

STAFF RECOMMENDATION

Hold the Public Hearing and approve Ordinance 03-2026 as presented.

ORDINANCE 03-2026
AN ORDINANCE AMENDING SECTION §31.05, COUNCIL SALARIES

The Breezy Point City Council so Ordains:

Section 1. Section §31.05 of the Breezy Point City Code is amended by adding the following underlined material and deleting the ~~stricken~~ material as follows:

§31.05 COUNCIL SALARIES

As of January-2021-2027 salaries for the city council members shall be \$350.00 ~~\$300.00~~ per month and the mayor shall be \$400.00 ~~\$350.00~~ per month paid quarterly.

Section 2. Effective date

The ordinance becomes effective upon it passage and publication.

Adopted this 3rd day of August 2026 by the Breezy Point City Council.

Attest:

Mayor Todd Roggenkamp

City Clerk, Deb Runksmeier

Breezy Point City Council Meeting Minutes July 6, 2026, 6:30 PM

Mayor Roggenkamp called the City Council meeting to order at 6:30 PM on Monday, July 6, 2026.

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, Finance Director Janette Rust, Police Chief Brian Sandell, City Clerk Deb Runksmeier, Public Works Director Joe Zierden, and Nick Peterson with Widseth Engineering.

Open Forum

No members of the public came forward.

Consent Agenda

Mayor Roggenkamp read through all consent agenda items.

- Approve City Council Meeting Minutes from June 1, 2026
- Approve Claims Totaling \$247,517.86; Checks: 141197-141271 and eChecks: 4130-4133
- Approve Offer of Employment for Anthony Moberg for Planning and Zoning Administrator
- Approve Conditional Offer of Employment for Rodney Coons for Police Officer
- Approve Resolution 31-26 Requesting a Variance from Standard for State Aid Operation for Buschmann Road Reconstruction Project
- Approve Resolution 32-26 Establishing Compensation for Members of the Planning Commission
- Approve Resolution 33-26 Accepting Donation from Widseth Engineering for Butterfly Release
- Approve Resolution 34-26 Donation to Police Department
- Approve Resolution 35-26 Park Dedication Fees for Vista Village Development
- Approve Resolution 36-26 Park Dedication Fees for Eagle View Storage Development
- Reject Bids for 2026 Sewer Metering Improvement Project

Motion to approve the consent agenda as read was made by Council Member Mononi and seconded by Council Member Ball. The motion carried 5-0.

Tax Assistance Discussion

City Administrator Polsfuss provided a summary of follow-up items directed by the Council at the June 1, 2026 meeting regarding a tax assistance application from Whitebirch Inc. for a proposed 74-unit apartment complex. Three key areas were addressed: sewer impacts, traffic on County Road 11, and housing need.

On sewer, the Administrator noted the city was projected to reach the threshold requiring a wastewater treatment plant expansion by 2032, but the proposed development would likely accelerate that timeline. The estimated \$5,000,000 expansion would primarily affect the timing rather than the long-term overall impact, and may result in lost investment earnings due to earlier expenditure. On traffic, the Administrator reported that following a meeting with the county, the current development proposal was consistent with the assumptions used in the 2018 traffic study, meaning a new study was not required. The development would trigger an existing developer's agreement for improvements to South Ranchette Drive, but would not on its own trigger a roundabout. On housing, the Administrator referenced a 2020 Crow Wing County housing study and noted that communities who had worked with Alliance Building Corporation provided positive feedback with no concerning information about the developer or its past performance.

Polsfuss also read on to the record a written email from Jerry Schroden, who stated he could only support TIF financing under limited conditions, including short-term workforce housing financing only and a recapture clause to recover interest costs to taxpayers if the sewer plant expansion needed to occur sooner than planned. A petition opposing the project with multiple signatures was also entered into the record.

Mayor Roggenkamp opened the floor for public comment. Brad Cutler of Chickasaw Circle spoke in strong opposition, citing concerns about noise pollution, light pollution, infrastructure burden, traffic safety on County Road 11. He noted that of 38 doors he had knocked on, 36 residents expressed opposition.

Michael Buckner of Chickasaw Circle raised concerns about whether the project met the "but for" test required for tax assistance, questioned whether it was a responsible use of public financing given Whitebirch's apparent financial capacity, and cautioned that staff time and expense involved in the process may not be warranted.

Deb Buckner of Chickasaw Circle asked the Council to consider how the project fit within the city's strategic plan, expressed concern about developer accountability, and asked the Council to reflect on what they truly wanted for Breezy Point's long-term future. Public comment was then closed.

Council discussion followed. Council Member Jensen stated he had received mostly negative feedback from residents and expressed opposition to the housing TIF version due to the rent subsidy element, the projected loss of \$320,000 in sewer fund investment income, and unresolved questions about the percentage and term of TIF being requested. He also disagreed with the county's traffic assessment given changes since the 2017 study. Council Member Ball echoed concerns about sewer costs and the loss of investment income, stating that having to accelerate the sewer expansion while also forgoing TIF revenue was not fiscally sound. Council Member Scott acknowledged those concerns but expressed that he preferred gathering more information before making a final decision, noting that TIF had been used successfully in the community before, that the comprehensive plan clearly indicated a need for more housing options including rentals, and that no formal application with specific dollar amounts had yet been submitted. Council Member Moroni noted that the

process felt flawed given that no specific funding amount or term had been presented, but agreed that the key points raised by others were valid. Mayor Roggenkamp expressed that the city was not ready to take on the accelerated infrastructure burden, that the \$320,000 loss was significant in the context of levy impacts on taxpayers, and that his decisions were guided by what was in the best interest of the majority of city residents.

Motion not to proceed with the tax assistance process at this time was made by Council Member Ball and seconded by Council Member Jensen. The motion carried 4-1, with Council Member Scott opposed.

Cannabis Retail Registration Application

Administrator Polsfuss presented a cannabis retail registration application for a business located at 30375 Alpine Drive. The conditional use permit application had been reviewed and approved by the Planning Commission at its June meeting following a public hearing, with findings and conditions noted in the packet. All required materials had been submitted per city ordinance, and the applicant was found to be in compliance with all zoning regulations. Polsfuss noted that per state statute and the city's ordinance adopted in December 2024, the city must allow at least one cannabis retail license if the applicant is in compliance with applicable law, and cannot prohibit the establishment if otherwise allowed by state law.

Council Member Jensen questioned why a vote was necessary if the city was required to allow it, to which the Administrator clarified it was a required step in the formal process. Jensen stated for the public record that he did not personally support having a dispensary in the community but acknowledged the city had no choice in the matter. He also requested that the approval include compliance with ordinance restrictions on operating hours between 8:00–10:00 AM and 9:00 PM–2:00 AM. Polsfuss confirmed the applicant had already been found in compliance with those hours. Council Member Scott asked whether there had been opposition at the Planning Commission, and was told there were fewer than a handful of comments, primarily around parking, security, and land use. Jensen noted the negative feedback he had received came largely from parents with school-age children near Eagle View. Mayor Roggenkamp acknowledged the situation was one where the city's hands were tied by state law.

Motion to approve the cannabis retail registration application was made by Council Member Moroni and seconded by Council Member Ball. The motion carried 5-0.

Developer's Agreement for Eagle View Sewer Extension

Administrator Polsfuss presented a draft developer's agreement related to the Eagle View storage subdivision. The agreement provided the city an opportunity to participate by funding the cost of upsizing the sewer main from the developer's proposed size to a 10-inch public sewer main. The city would reimburse the developer for the additional costs associated with the upsizing. The Administrator noted that the agreement would expand public infrastructure at a reduced public cost, provide capacity for future development, and avoid higher future construction costs. Legal counsel and staff had reviewed the agreement and recommended approval.

Motion to approve the developer's agreement for Eagle View sewer extension was made by Council Member Ball and seconded by Council Member Jensen. The motion carried 5-0.

City Updates

Administrator Polsfuss advised that candidate filing for municipal offices opens July 14 and closes July 28 at 5:00 PM. One two-year Mayor seat and two four-year Council Member seats were noted as open. Candidates may file at Breezy Point city offices during regular business hours. Mayor Roggenkamp announced for the public record that he would be filing for reelection and encouraged any interested community members to come in and file.

Cash and Investments-Informational were presented in the packet.

Polsfuss noted a park patrol report from the Police Department covering incidents in June 2026, which included two warnings issued for after-hours ordinance violations at the disc golf course and one warning for alcohol on the public beach, for a total of three incidents. The Mayor thanked the department for the report.

Council Reports

Mayor Roggenkamp noted an upcoming Fire District board meeting the following Monday, where formula changes, rebranding, and other items would be discussed, with the intent of making membership more beneficial for Breezy Point. Council Member Ball mentioned a tentative new firefighter had been brought on pending district board approval. Council Member Jensen reported nothing new from the streets committee and noted the cemetery commission meeting had focused on the upcoming butterfly release event on July 18th. Council Member Moroni noted the Planning and Zoning Commission had reviewed two conditional use permits, including the cannabis operation and an accessory structure, both of which were approved. Council Member Scott noted the finance committee had an upcoming meeting.

Adjourn

Motion to adjourn was made by Council Member Scott and seconded by Council Member Ball. The motion carried 5-0.

The meeting was adjourned at 7:23 PM.

Submitted by: Deb Runksmeier
City Clerk

July Claims Totaling: \$158,853.63
eChecks: 4134 - 4138 and 4141
Checks: 141272 - 141334

Section 6, ItemB.

City of Breezy Point			Check Register - CLAIMS LISTING				Page: 1	
			Check Issue Dates: 7/1/2026 - 7/31/2026				Jul 29, 2026 02:24PM	
Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
A2Z HOME SOLUTIONS								
130	A2Z HOME SOLUTIONS	REFUND B26-	REFUND FOR B26-081 PERMIT NOT N	141272	07/09/2026	36.00	36.00	
Total A2Z HOME SOLUTIONS:							36.00	
ANDERSON BROS CONSTR INC								
10	ANDERSON BROS CONSTR IN	39062	PARKS TRAIL PAVING	141273	07/09/2026	8,153.00	8,153.00	
10	ANDERSON BROS CONSTR IN	121374	PW AGG SPECIAL	141304	07/23/2026	318.12	318.12	
Total ANDERSON BROS CONSTR INC:							8,471.12	
AT&T MOBILITY								
2937	AT&T MOBILITY	X07032026	PD CELL PHONES - 05/26/26 - 06/25/26	141274	07/09/2026	972.91	972.91	
Total AT&T MOBILITY:							972.91	
AW RESEARCH LABORATORIES INC								
12	AW RESEARCH LABORATORIE	80357	SEWER TESTING	141305	07/23/2026	166.00	166.00	
Total AW RESEARCH LABORATORIES INC:							166.00	
BEST OIL COMPANY								
2928	BEST OIL COMPANY	49546	PW DIESEL FUEL	141275	07/09/2026	1,150.20	1,150.20	
2928	BEST OIL COMPANY	50530	PW DIESEL FUEL	141306	07/23/2026	1,071.90	1,071.90	
Total BEST OIL COMPANY:							2,222.10	
Bjergas Feed Stores Inc.								
18	Bjergas Feed Stores Inc.	1490201	PW Q2G/RYE/GOPHER BAIT	141307	07/23/2026	156.40	156.40	
Total Bjergas Feed Stores Inc.:							156.40	
BLAEDC								
19	BLAEDC	2026 196	1ST HALF 2026 GOVERNMENT FUNDI	141276	07/09/2026	1,750.00	1,750.00	
Total BLAEDC:							1,750.00	
BRAINERD GENERAL RENTAL								
942	BRAINERD GENERAL RENTAL	00019469-001	PW RIDE ON ROLLER DRUM & UTILIT	141277	07/09/2026	178.00	178.00	
Total BRAINERD GENERAL RENTAL:							178.00	
BREEZY POINT HARDWARE								
2519	BREEZY POINT HARDWARE	40154	PARKS FUEL	141278	07/09/2026	31.56	31.56	
2519	BREEZY POINT HARDWARE	40162	PW GARDEN SPRAYER	141278	07/09/2026	22.99	22.99	
2519	BREEZY POINT HARDWARE	40082	SEWER FASTENERS	141308	07/23/2026	2.43	2.43	
2519	BREEZY POINT HARDWARE	40218	PW CARB & CHOKE CLEANER	141308	07/23/2026	7.99	7.99	
2519	BREEZY POINT HARDWARE	40254	PARKS TRUFUEL	141308	07/23/2026	19.98	19.98	
2519	BREEZY POINT HARDWARE	40287	PARKS SIDEWALK CHALK/TOOLS	141308	07/23/2026	26.98	26.98	
2519	BREEZY POINT HARDWARE	40290	CEMETERY COUPLING/ADAPTERS	141308	07/23/2026	13.97	13.97	
2519	BREEZY POINT HARDWARE	40294	CEMETERY EXT CORD	141308	07/23/2026	14.99	14.99	
2519	BREEZY POINT HARDWARE	40320	PW TAPE FLAGGING LIME	141308	07/23/2026	3.99	3.99	
2519	BREEZY POINT HARDWARE	40385	PW FUEL	141308	07/23/2026	110.60	110.60	

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Total BREEZY POINT HARDWARE:							255.48	
Breth-Zenzen Fire Protection, LLC								
303	Breth-Zenzen Fire Protection, LLC	72726	SPRINKLER SYSTEM INSPECTION	141309	07/23/2026	600.00	600.00	
Total Breth-Zenzen Fire Protection, LLC:							600.00	
BUTTERFLY MEMORIES								
2885	BUTTERFLY MEMORIES	22-0125-2026	2026 BUTTERLY RELEASE BUTTERFLI	141310	07/23/2026	2,400.00	2,400.00	
Total BUTTERFLY MEMORIES:							2,400.00	
CDW-GOVERNMENT								
2675	CDW-GOVERNMENT	AJ8DW5K	PD COMPUTERS (MN STATE AID 2023)	141279	07/09/2026	5,860.36	5,860.36	
Total CDW-GOVERNMENT:							5,860.36	
CHARTER COMMUNICATIONS - PA								
3199	CHARTER COMMUNICATIONS -	156481201070	INTERNET SERVICE 07/08/26 - 08/07/2	141311	07/23/2026	139.98	139.98	
3199	CHARTER COMMUNICATIONS -	175604301070	PD CABLE TV 07/01/26 - 08/01/26	141311	07/23/2026	42.74	42.74	
Total CHARTER COMMUNICATIONS - PA:							182.72	
CITY OF BREEZY POINT								
129	CITY OF BREEZY POINT	CH 2ND QTR	CH 2ND QTR 2026 SEWER	141280	07/09/2026	170.00	170.00	
129	CITY OF BREEZY POINT	PSB 2026 2N	PD 2ND QTR 2026 SEWER	141280	07/09/2026	170.00	170.00	
Total CITY OF BREEZY POINT:							340.00	
CITY OF PINE RIVER								
106	CITY OF PINE RIVER	06232026	SHARED APHALT REPAIRS	141281	07/09/2026	2,840.00	2,840.00	
Total CITY OF PINE RIVER:							2,840.00	
COLLINS BROTHERS TOWING								
2944	COLLINS BROTHERS TOWING	26-365318	PW WINCHING 2010 INTERNATIONAL	141091	07/20/2026	750.00-	750.00-	V
2944	COLLINS BROTHERS TOWING	26-365318	PW WINCHING 2010 INTERNATIONAL	141312	07/23/2026	750.00	750.00	
Total COLLINS BROTHERS TOWING:							.00	
COLUMN SOFTWARE PBC								
3302	COLUMN SOFTWARE PBC	6AA024C4-00	PH ORDINANCES NOTICE FCCLEJ001	141313	07/23/2026	14.45	14.45	
3302	COLUMN SOFTWARE PBC	6AA024C4-00	ANNUAL DISCLOSURE REPORT FCCL	141313	07/23/2026	65.28	65.28	
Total COLUMN SOFTWARE PBC:							79.73	
COMPENSATION CONSULTANTS LTD								
2500	COMPENSATION CONSULTANT	6797	FSA/HSA PLAN ADMINISTRATION JUL	141282	07/09/2026	55.00	55.00	
Total COMPENSATION CONSULTANTS LTD:							55.00	
CROW WING CO SHERIFF								
1297	CROW WING CO SHERIFF	10347	RMS/MOBILE/CAD ANNUAL SAAS	141314	07/23/2026	24,485.00	24,485.00	

M = Manual Check, V = Void Check

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Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total CROW WING CO SHERIFF:							24,485.00	
Crow Wing County Highway Dept.								
57	Crow Wing County Highway Dept.	10299	COST SHARE CSAH 11 & EAGLE VIEW	141283	07/09/2026	4,144.40	4,144.40	
Total Crow Wing County Highway Dept.:							4,144.40	
Crow Wing Power								
61	Crow Wing Power	1516802 JUN	MAINT BLDG ELEC 06/08/2026 - 07/08/	141315	07/23/2026	269.08	269.08	
61	Crow Wing Power	34120201 JUN	PSB ELEC 06/08/26 - 07/08/26	141315	07/23/2026	595.61	595.61	
61	Crow Wing Power	36058101 JUN	CH ELEC 06/08/26 - 07/08/26	141315	07/23/2026	1,059.00	1,059.00	
Total Crow Wing Power:							1,923.69	
CTC - 446126								
2893	CTC - 446126	21869369	TELEPHONE SERVICE 07/12/26 - 08/11	141316	07/23/2026	734.60	734.60	
Total CTC - 446126:							734.60	
CUYUNA REGIONAL MEDICAL CTR								
1721	CUYUNA REGIONAL MEDICAL C	5397	PD EMT COURSE SPRING 2026 M.GA	141317	07/23/2026	3,000.00	3,000.00	
Total CUYUNA REGIONAL MEDICAL CTR:							3,000.00	
Dallman Signs								
2996	Dallman Signs	1159	PD 2026 TAHOE REFLECTIVE BADGE	141284	07/09/2026	125.00	125.00	
Total Dallman Signs:							125.00	
DTM FLEET SERVICE								
2894	DTM FLEET SERVICE	2939	PD 2020 FORD EXPLORER TRADE VA	141285	07/09/2026	9,415.35	9,415.35	
Total DTM FLEET SERVICE:							9,415.35	
FYLES SATELLITES INC.								
2927	FYLES SATELLITES INC.	15994	PARKS PORTABLE TOILET RENTAL 05	141318	07/23/2026	496.50	496.50	
Total FYLES SATELLITES INC.:							496.50	
GOGov, INC								
60	GOGov, INC	26-544	MOBIL APP 07/01/26 - 12/31/26	141286	07/09/2026	1,950.00	1,950.00	
Total GOGov, INC:							1,950.00	
GOPHER STATE ONE CALL								
78	GOPHER STATE ONE CALL	6060248	SEWER LOCATES - JUNE 2026	141319	07/23/2026	67.50	67.50	
Total GOPHER STATE ONE CALL:							67.50	
GrassMaster Professional								
95	GrassMaster Professional	117422	CEMETERY LAWN MOWING	141320	07/23/2026	2,265.00	2,265.00	

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Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total GrassMaster Professional:							2,265.00	
HEARTLAND ANIMAL RESCUE TEAM								
109	HEARTLAND ANIMAL RESCUE	06/2026	ANIMAL IMPOUND FEES - JUNE 2026	141321	07/23/2026	421.65	421.65	
Total HEARTLAND ANIMAL RESCUE TEAM:							421.65	
LAKES AREA WILDLIFE CONTROL								
3053	LAKES AREA WILDLIFE CONTR	14965	ANIMAL CONTROL - JUNE 2026	141287	07/09/2026	583.50	583.50	
Total LAKES AREA WILDLIFE CONTROL:							583.50	
LAKES PRINTING INC								
920	LAKES PRINTING INC	232525	POSTCARD MAILER - CONSTRUCTIO	141288	07/09/2026	151.98	151.98	
Total LAKES PRINTING INC:							151.98	
LAW ENFORCEMENT LABOR SERVICES								
1543	LAW ENFORCEMENT LABOR S	JULY 2026	PD UNION DUES - JULY 2026	141289	07/09/2026	292.00	292.00	
Total LAW ENFORCEMENT LABOR SERVICES:							292.00	
MARCO TECHNOLOGIES LLC								
2720	MARCO TECHNOLOGIES LLC	585058340	PD COPIER LEASE - 06/17/26 - 07/17/2	141290	07/09/2026	152.58	152.58	
2720	MARCO TECHNOLOGIES LLC	585441777	CH COPIER LEASE 06/22/2026 - 07/22/	141290	07/09/2026	288.36	288.36	
Total MARCO TECHNOLOGIES LLC:							440.94	
MENARDS- BAXTER								
173	MENARDS- BAXTER	75114	PARKS FUEL	141322	07/23/2026	359.51	359.51	
Total MENARDS- BAXTER:							359.51	
MIDWEST SECURITY AND FIRE								
323	MIDWEST SECURITY AND FIRE	30085	CH SECURITY SYSTEM MONITORING	141291	07/09/2026	1,343.64	1,343.64	
323	MIDWEST SECURITY AND FIRE	30086	PSB SECURITY SYSTEM MONITORIN	141291	07/09/2026	1,943.64	1,943.64	
Total MIDWEST SECURITY AND FIRE:							3,287.28	
MN DEPT OF LABOR & INDUSTRY								
372	MN DEPT OF LABOR & INDUST	2ND QTR 202	BLDG SURCHARGE REPORT - 2ND Q	4135	07/16/2026	4,164.98	4,164.98	M
Total MN DEPT OF LABOR & INDUSTRY:							4,164.98	
NAPA OF CROSSLAKE								
2295	NAPA OF CROSSLAKE	215366	PD WINDSHIELD WASHER FLUID	141323	07/23/2026	47.94	47.94	
Total NAPA OF CROSSLAKE:							47.94	
NCPERS Group Life Ins								
3300	NCPERS Group Life Ins	357500082026	LIFE INSURANCE PREMIUMS - AUGU	141324	07/23/2026	96.00	96.00	

M = Manual Check, V = Void Check

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Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total NCPERS Group Life Ins:							96.00	
NELSON, KATHY								
3828	NELSON, KATHY	063026	MILEAGE JAN-JUNE 2026	141292	07/09/2026	94.25	94.25	
Total NELSON, KATHY:							94.25	
OLD 10 APPAREL, LLC								
16	OLD 10 APPAREL, LLC	3831	PD CLOTHING ORDER - C.HOLLINGS	141293	07/09/2026	73.00	73.00	
Total OLD 10 APPAREL, LLC:							73.00	
ON SYSTEMS INC								
2224	ON SYSTEMS INC	12999	IT SERVICES	141294	07/09/2026	3,973.84	3,973.84	
Total ON SYSTEMS INC:							3,973.84	
PEQUOT LAKES ANIMAL HOSPITAL								
544	PEQUOT LAKES ANIMAL HOSPI	6603	TREATMENT FOR DOG TEDDY TAKEN	141295	07/09/2026	257.45	257.45	
Total PEQUOT LAKES ANIMAL HOSPITAL:							257.45	
PEQUOT LAKES SANITATION								
121	PEQUOT LAKES SANITATION	CH JULY 2026	CH GARBAGE SERVICE JULY 2026	141296	07/09/2026	202.34	202.34	
121	PEQUOT LAKES SANITATION	PD JULY 2026	PD GARBAGE JULY 2026	141296	07/09/2026	25.10	25.10	
Total PEQUOT LAKES SANITATION:							227.44	
PINE RIVER STATE BANK								
260	PINE RIVER STATE BANK	JULY 2026	ACH BANK FEES - JULY 2026	4141	07/01/2026	5.00	5.00	M
Total PINE RIVER STATE BANK:							5.00	
QUADIENT FINANCE USA, INC.								
2911	QUADIENT FINANCE USA, INC.	JUNE 2026	POSTAGE REFILL - JUNE 2026	141297	07/09/2026	300.00	300.00	
Total QUADIENT FINANCE USA, INC.:							300.00	
QUADIENT LEASING USA, INC.								
3045	QUADIENT LEASING USA, INC.	Q2435299	POSTAGE MACHINE LEASE 08/03/26 -	141298	07/09/2026	134.22	134.22	
Total QUADIENT LEASING USA, INC.:							134.22	
RELiance STANDARD LIFE INS								
3086	RELiance STANDARD LIFE INS	JUNE 2026	LIFE INS PREMIUMS - JUNE 2026	4138	07/27/2026	.00	.00	V
Total RELiance STANDARD LIFE INS:							.00	
SADUSKY RENOVATIONS								
239	SADUSKY RENOVATIONS	JUNE 2026	BUILDING INSPECTIONS SERVICES -	141299	07/09/2026	22,544.68	22,544.68	
Total SADUSKY RENOVATIONS:							22,544.68	

M = Manual Check, V = Void Check

City of Breezy Point

Check Register - CLAIMS LISTING
Check Issue Dates: 7/1/2026 - 7/31/2026Page: 6
Jul 29, 2026 02:24PM

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
SIGNS AND DESIGNS								
380	SIGNS AND DESIGNS	3653-1	PARK SIGNS-DISC GOLF	141325	07/23/2026	268.00	268.00	
Total SIGNS AND DESIGNS:							268.00	
SPARROW CLEANING SERVICE								
107	SPARROW CLEANING SERVICE	3901	PD OFFICE CLEANING - JUNE 2026	141326	07/23/2026	450.00	450.00	
107	SPARROW CLEANING SERVICE	3902	PD OFFICE CLEANING - JUNE 2026	141326	07/23/2026	700.00	700.00	
Total SPARROW CLEANING SERVICE:							1,150.00	
TACTICAL SOLUTIONS								
603	TACTICAL SOLUTIONS	11532	PD CERT OF RADAR UNITS & LASER	141327	07/23/2026	463.00	463.00	
Total TACTICAL SOLUTIONS:							463.00	
TDS TELECOM								
155	TDS TELECOM	JULY 2026	INTERNET SERVICE	141328	07/23/2026	149.00	149.00	
Total TDS TELECOM:							149.00	
TransUnion Risk & Alternative Data Sol								
44	TransUnion Risk & Alternative Dat	850665-20260	PD TRANSUNION JUNE 2026	141300	07/09/2026	100.00	100.00	
Total TransUnion Risk & Alternative Data Sol:							100.00	
US BANK								
1739	US BANK	JUNE 2026	CH - FOOD FOR STATE OF THE CITY	4137	07/09/2026	2,154.21	2,154.21	M
Total US BANK:							2,154.21	
VERIZON WIRELESS								
1274	VERIZON WIRELESS	6148237389	SEWER CELL PHONES 06/11/26 - 07/1	141329	07/23/2026	251.20	251.20	
Total VERIZON WIRELESS:							251.20	
VESTIS								
2987	VESTIS	2530558417	CH RUGS - JULY 2026	141330	07/23/2026	152.02	152.02	
Total VESTIS:							152.02	
VICTORY AUTOMOTIVE SERVICE LLC								
3377	VICTORY AUTOMOTIVE SERVIC	1405833	PD 2021 FORD EXP OIL CHANGE & RE	141301	07/09/2026	315.76	315.76	
Total VICTORY AUTOMOTIVE SERVICE LLC:							315.76	
WEX Bank								
1193	WEX Bank	JUNE 2026	SEWER FUEL REBATE - JUNE 2026	4134	07/06/2026	3,333.04	3,333.04	M
Total WEX Bank:							3,333.04	
WHITEBIRCH INC								
68	WHITEBIRCH INC	2ND HALF 20	TIF PAYMENT 2ND HALF 2026	141331	07/23/2026	8,162.29	8,162.29	

M = Manual Check, V = Void Check

City of Breezy Point

Check Register - CLAIMS LISTING
Check Issue Dates: 7/1/2026 - 7/31/2026Page: 7
Jul 29, 2026 02:24PM

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total WHITEBIRCH INC:							8,162.29	
WIDSETH SMITH NOLTING & ASSOC								
1632	WIDSETH SMITH NOLTING & AS	246353	2026 STREET IMPROVEMENT PROJE	141302	07/09/2026	2,985.00	2,985.00	
1632	WIDSETH SMITH NOLTING & AS	246354	GENERAL ENGINEERING SERVICES T	141302	07/09/2026	1,207.50	1,207.50	
1632	WIDSETH SMITH NOLTING & AS	246352	2025 CR-11 SEWER EXT TRHOUGH 06	141332	07/23/2026	340.00	340.00	
1632	WIDSETH SMITH NOLTING & AS	246355	2026 SHOREVIEW LN& RIPRAP MAINT	141332	07/23/2026	2,500.00	2,500.00	
Total WIDSETH SMITH NOLTING & ASSOC:							7,032.50	
WSB								
3054	WSB	R-022038-000	PROFESSIONAL SERVICES 06/01/26 -	141333	07/23/2026	22,522.75	22,522.75	
Total WSB:							22,522.75	
XCEL ENERGY								
105	XCEL ENERGY	984333380	PD NATURAL GAS SERVICE 06/01/26 -	141303	07/09/2026	37.92	37.92	
105	XCEL ENERGY	984346699	PW NATURAL GAS 06/01/26 - 06/3/26	141303	07/09/2026	52.77	52.77	
Total XCEL ENERGY:							90.69	
ZIERDEN, JOSEPH J.								
2158	ZIERDEN, JOSEPH J.	071526	CEMETERY - TALBES FOR BUTTERFL	141334	07/23/2026	77.65	77.65	
Total ZIERDEN, JOSEPH J.:							77.65	
ZIFT - CASELLE								
32	ZIFT - CASELLE	CC PROCESS	CC PROCESSING FEES - JUNE 2026	4136	07/03/2026	3.00	3.00	M
Total ZIFT - CASELLE:							3.00	
Grand Totals:							158,853.63	



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemC.

Prepared By:

Brian Sandell, Chief of Police

Meeting Date:

August 3, 2026

Item Name:

Joint Powers Agreement

BACKGROUND/DISCUSSION

Crow Wing County shares a records management system with all city police departments, the Sheriff's Office, dispatch, jail, and the County Attorney's Office. This system gives all law enforcement agencies the ability to share information. The current system has been in place for about twenty years and needs replacement.

A steering committee evaluated several different systems and chose 365 Labs as the best option for Crow Wing County. Crow Wing County will receive a discounted rate for being the first agency using 365 Labs in Minnesota.

The joint powers agreement is effective for ten years and Breezy Point will pay Crow Wing County for these services. The City Attorney Joe Langel has reviewed this contract.

FINANCIAL IMPACT

Records management fees are a budgeted expense. See the joint powers agreement for a breakdown of the associated fees.

STAFF RECOMMENDATION

Approve the joint powers agreement.

SUPPORTING DOCUMENTS

Joint Powers Agreement

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

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

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

Recitals

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

Agreement

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

1. Term of Agreement

- 1.1 Effective date: August 1, 2026, or the date all required signatures under Minnesota State Statute, Section 16C.05, subd. 2 are obtained, whichever is later.
- 1.2 Expiration date: This Agreement supersedes all prior agreements and will continue for an initial term of Ten (10) years from the Go Live Date (date of County cutover to live operations of the 365 software). At the end of the initial term, this agreement will automatically renew for additional twelve (12) month renewal terms (each a Renewal Term). Either party may give the other party written notice of non-renewal of this agreement at least ninety (90) days prior to the expiration of the then-current initial term or renewal term. Such non-renewal shall not be deemed a termination hereunder. .

2. Agreement Between Parties

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

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

2.2 The City will:

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

2.3 The City agrees:

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

2.4 The parties agree that:

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

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

- (b) County and City will have access to data entered into the system as may be needed and as otherwise provided. County and City will be responsible for training staff to verify existing data, previously entered into the system, is accurate. A party who entered the data will not be responsible if the previously entered information is inaccurate or has changed since date of entry.
- (c) Upon entering into this agreement, information and data currently owned and managed by each party may be provided to the County's vendor to be converted to the extent that said information and data can be entered into a new RMS system.

3. Payment

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

User Fees:

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

Annual maintenance fees -

- 3.1 For 2026 the city will pay an annual fee as provided in the 365 Lab Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit A. This will be due upon the execution of this agreement.
- 3.2 For the years 2027 through 2037 the City will continue to pay an annual fee as provided in the 365 Labs Cost Analysis Sheet prepared by the County and attached and incorporated herein as Exhibit B. It is understood by both the City and County that as of the date of this agreement the costs associated with the 2027–2037-time frame is a work in progress and not finalized. A future document/cost analysis sheet will be executed by the City and county when actual roll out of 365 Labs is completed. Both County and City agree to mutually cooperate in this process.
- 3.3 Costs associated with requests by City for additional licensing will be billed at current rates as they are made.
- 3.4 Payments due in each subsequent year will be invoiced by the County no later than April 1st of each year and are due thirty days from receipt.

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

4. Authorized Representatives; Notices

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

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

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

(a) County:

Attention: Eric Klang

Or emailed: Eric.Klang@crowwing.gov

(b) City:

Attention: Brian Sandell

Or emailed: brian@cityofbreezypointmn.us

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

5. Assignment, Amendments, Waiver and Contract Complete

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

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

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

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

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

6. Liability

Each party to this Agreement will indemnify, save and hold harmless the other parties, their agents and employees from any claims or causes of action, including attorney's fees incurred by the other party, arising out of the performance of this Agreement by the party, its agents or employees. This clause shall not be construed to bar any legal remedies each party may have for the other party's failure to fulfill its obligations under this Agreement. This clause shall not be construed to limit or waive any defenses one party may have against another. To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subdivision 1a(b) as amended; provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of any other party.

7. Government Data Practices

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

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

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

8. Breaches

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

9. Venue

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

10. Termination

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

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

of its normal business affairs.

- 10.3 County will have the right to terminate or suspend this agreement upon the termination or suspension of the agreement with 365 Labs for whatever reason. In the event of such termination or suspension of County's agreement with 365 labs, County shall provide immediate notice to City of its action.
- 10.4 Upon termination or suspension of this agreement City will no longer have any right to access or use of County's CAD, RMS, Mobile System or any and all other services associated with this agreement for purposes of adding new data post-termination. City retains the right to access County's CAD, RMS, Mobile System data input pre-termination, for a period of 365 days post termination.
- 10.5 Termination of this agreement by a City in no way requires the County to extract City data or joined data upon separation. City understands that all data and information entered under this Agreement into CAD, RMS, and Mobile systems are joined; commingled and combined information in the County's system and it may be difficult or impossible to extract or separate said data in the future. Upon written request of the City at termination or expiration and where reasonably practicable, the County shall provide City with a copy of City's data, in a format reasonably usable by City. Except for termination for cause as a result of County's uncured, material breach of this Agreement, City accepts any and all costs directly associated with termination initiated by the City and the reasonable, documented costs associated with extracting information or data requested by City, provided that City shall not be responsible for any costs that would have been incurred by the County or other parties absent City's termination, or for any increase in shared costs allocated to the remaining parties as a result of City's termination.

11. Miscellaneous

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

Certification

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

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

_____	_____
	Date
_____	_____
	Date

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

_____	_____
	Date
_____	_____
	Date

Exhibit A

Breezy Point PD

Estimated expense tied to 365Labs SaaS
Updated June 2026

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

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

The above projection assumes -

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

incurred annually and should be anticipated.

Power BI (2 Licenses)

- | | |
|-------------------|------------------|
| Reported staffing | 7 Licensed Staff |
| | 7 Mobiles |
| | 8 Total Staff |

365 Lab Cost Analysis

Annual Saas expense

Estimated

as of July 1, 2026

CAD

365 CAD

365 CAD Mobile

GISMO CAD Mobile
(handheld)

Type	Qty	Cost	Breezy	
			Qty	Total
Seat	3	\$12,000	-	-
User	164	\$350	7	2,450
User	164	\$180	7	1,260

NCIC

NCIC for MDT/PC

NCIC State Switch

CJIS Control

User	164	\$120	7	840
Site	1	\$9,000	-	-
Site	1	\$12,000	-	-

eCitation

eCitation Laptop/Mobile

Citation Control - Main

Citation Control - Addtl

eCitation Interface to State -
MaineCitation Interface to State -
Addtl

User	164	\$495	7	3,465
Agency	1	\$6,000	-	-
Agency	9	\$1,980	1	1,980
Agency	1	\$8,000	-	-
Agency	9	\$2,400	1	2,400

AVL & Fleet Mgmt

Fleet Mgmt - Main

Fleet Mgmt - Addtl

GIZMO Fleet - Mobile App

3rd Party AVL Connect

3rd Party AVL

Agency	1	\$4,800	-	-
Agency	9	\$1,584	1	1,584
Agency	10	\$0	-	0
Device	122	\$120	7	840
Agency	10	\$3,000	1	3000

Crash Reporting

Add-on to RMS Main

Add-on to RMS Addtl

State Crash Interface - Main

State Crash Interface - Addtl

Agency	1	\$12,000	-	-
Agency	9	\$2,800	1	2,800
Agency	1	\$6,000	-	-
Agency	9	\$1,200	1	1,200

RMSRMS Incident/Field
Reporting, Arrests

Personnel

Records Room&NIBRS Main

Records Room&NIBRS Addtl
Investigate(CM&Investigations) Main
Investigate

(CS&Investigations) Addtl

User	186	\$650	8	5,200
User	269	\$120	8	960
Agency	1	\$9,000	-	-
Agency	9	\$3,600	1	3600
Agency	1	\$9,000	-	-
Agency	9	\$3,600	1	3600

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

Civil

Civil	Agency	1	\$36,000	-	-
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Evidence Control

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

JMS

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

Analysis & BI

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

Citizens Portal

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

Administration

Prosecutor

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

Public Safety Cloud

Cloud Computer Storage - AZURE GovCloud w/backups	Site	1	\$36,000	-	-
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Total 48,469

Less 50% (First in state shared) 24,235

Final Total 24,235



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemD.

Prepared By:

Anthony Moberg, Planning and Zoning
Administrator

Meeting Date:

August 3rd, 2026

Item Name:

MR-C Right-of-Entry

BACKGROUND

The Maple River to Cuyuna (MR-C) Transmission Project is a proposed 160- to 180-mile transmission line extending from Minnesota Power's Cuyuna Substation near Riverton, Minnesota, to Otter Tail Power Company's Maple River Substation near Fargo, North Dakota.

OVERVIEW

On March 25, 2026, Minnesota Power, Otter Tail Power Company, and Great River Energy hosted a public open house to gather community feedback on potential routes for the proposed transmission line.

Following the open house, Minnesota Power began working with landowners within the project area to obtain Right-of-Entry Agreements that would allow survey work to be conducted on affected properties. The survey information will be used to help determine a preferred route for the transmission line.

On July 27, 2026, Minnesota Power contacted the City requesting a Right-of-Entry Agreement for seven City-owned parcels. Due to the scope and potential significance of the MR-C Transmission Project, staff determined that the request should be considered by the City Council.

FINANCIAL IMPACT

Section 1 of the Right-of-Entry Agreement provides for a one-time payment of \$4,000 to the City in exchange for granting access to conduct survey work on the identified City-owned parcels.

STAFF RECOMMENDATION

The proposed Right-of-Entry Agreement is limited to allowing survey activities on the seven City-owned parcels and does not authorize construction, vegetation clearing, excavation, or any other land-disturbing activities.

Granting access for survey work would allow Minnesota Power to gather information necessary to evaluate potential routes and develop a final project proposal. Approval of the Right-of-Entry Agreement would not constitute approval of the transmission line, any future easements, or any future use of City property. Rather, it would provide the City Council with more complete information should future decisions regarding the project be required.

Staff recommends authorizing the execution of the Right-of-Entry Agreement.

REQUESTED COUNCIL ACTION

Authorize staff to execute the Right-of-Entry Agreement with Minnesota Power for survey activities on the seven identified City-owned parcels.

SUPPORTING DOCUMENTS

- Right-of-Entry Agreement
- Map showing the project area within City boundaries



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemD.

- Map showing the seven City-owned parcels

RIGHT OF ENTRY AGREEMENT

PARCEL NO.: CW-337, CW-338, CW-339, CW-342, CW-343, CW-347, CW-350

This Right of Entry Agreement is made and entered into as of _____, 2026 (“Effective Date”). WHEREAS, the undersigned, **City of Breezy Point, a Minnesota municipal corporation**, (“Grantor,” whether one or more), own the property that is identified in Exhibit A attached hereto; and

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

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

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

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. In consideration of Four Thousand and 00/100 Dollars (\$4,000.00), and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee an irrevocable license and right of entry for Grantee, its affiliates, agents, contractors, appraisers, sub-contractors, assignees, and/or proposed assignees, licensees, and invitees to enter the Property for the purpose of doing all activities that Grantee wants or needs to do in order to study, survey, inspect, investigate, test, and plan for Grantee’s potential use of the Property in connection with the MRC Project. The activities that may be

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

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

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

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

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

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

6. Additional Provisions: **24-hour notification prior to entry; Survey permission shall terminate @ 11:59pm on 12/31/2028.**

[SIGNATURE PAGE FOLLOWS]

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

GRANTOR: City of Breezy Point, a Minnesota municipal corporation

By: _____
Allie Polsfuss, City Administrator

GRANTEE

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

Print: _____

Its: _____

EXHIBIT A**CW-337**

Lot Thirty (30) of Block Four (4) of WHITEBIRCH FOUR, according to the plat thereof on file and of record on the Office of the Registrar of Titles in Crow Wing County, Minnesota, except all minerals in the North One-half of the Southwest Quarter (N½ SW¼) of Section 20, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 10200592 Crow Wing County, Minnesota

CW-338

Lot Thirty-one (31) of Block Four (4) of WHITEBIRCH FOUR, according to the plat thereof on file and of record on the Office of the Registrar of Titles in Crow Wing County, Minnesota, except all minerals in the North One-half of the Southwest Quarter (N½ SW¼) of Section 20, Township 136, Range 28, Crow Wing County, Minnesota.

PIN: 10200591 Crow Wing County, Minnesota

CW-339

The Northwest Quarter of the Southeast Quarter (NW¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10200700 Crow Wing County, Minnesota

CW-342

The Southwest Quarter of the Southeast Quarter (SW¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10200699 Crow Wing County, Minnesota

CW-343

The Northwest Quarter of the Northeast Quarter (NW¼ NE¼) of Section Twenty-nine (29), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10290501 Crow Wing County, Minnesota

CW-347

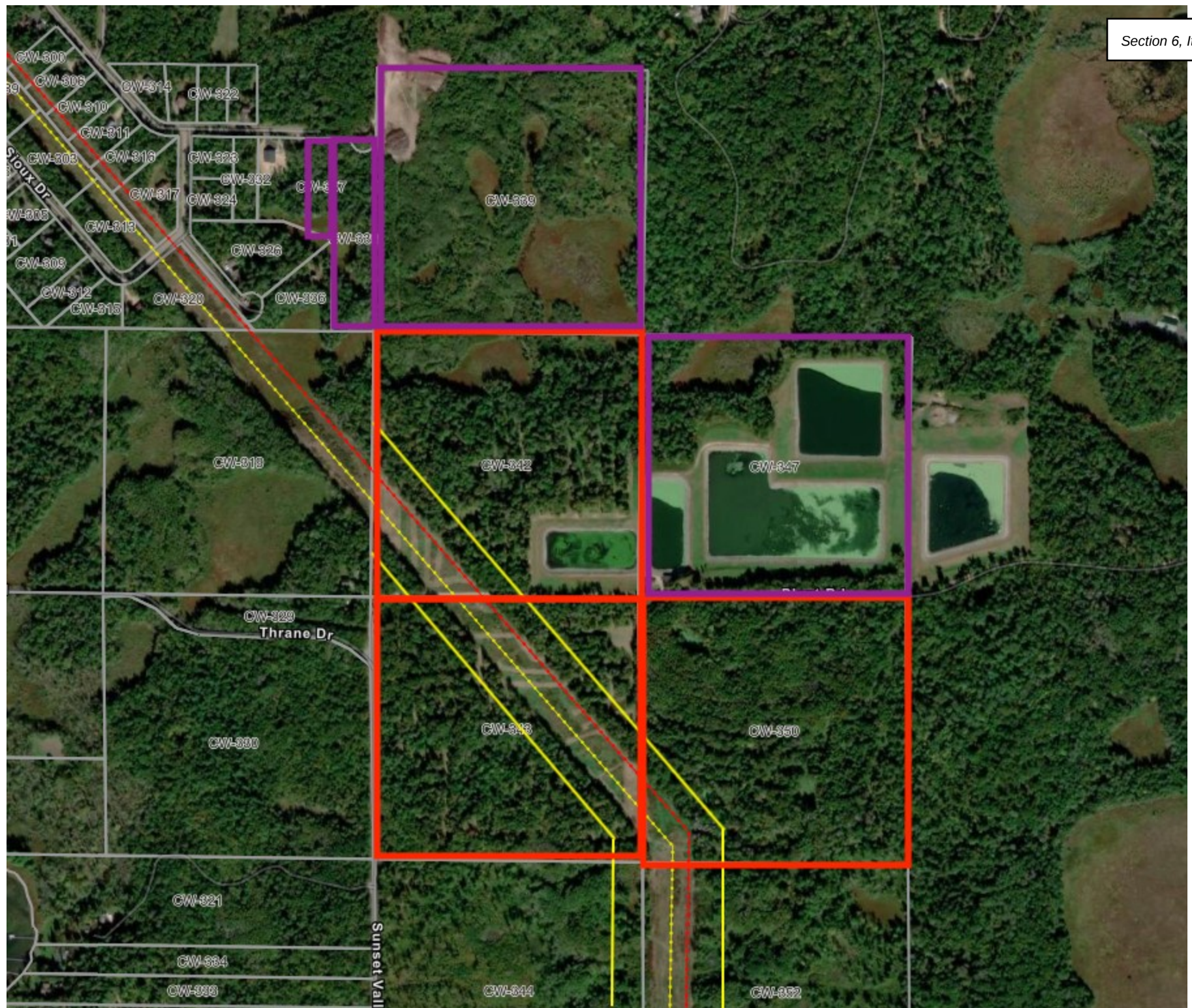
The Southeast Quarter of the Southeast Quarter (SE¼ SE¼) of Section Twenty (20), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

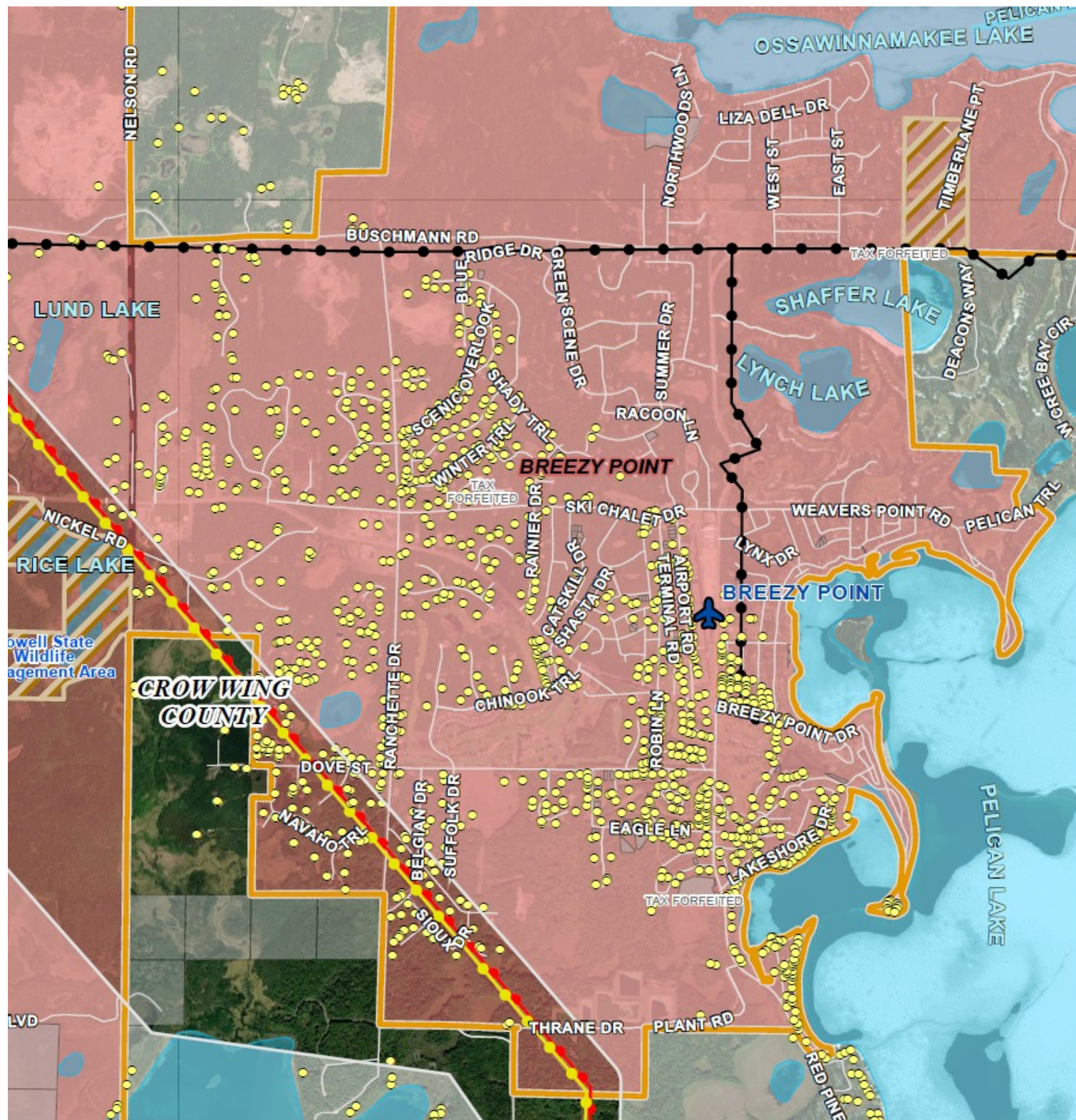
PIN: 10200698 Crow Wing County, Minnesota

CW-350

The Northeast Quarter of the Northeast Quarter (NE¼ NE¼) of Section Twenty-nine (29), Township One Hundred Thirty-six (136), Range Twenty-eight (28), Crow Wing County, Minnesota.

PIN: 10290502 Crow Wing County, Minnesota





CITY OF BREEZY POINT
RESOLUTION 38- 2026

A RESOLUTION SUPPORTING AND AUTHORIZING THE APPLICATION FOR
SOURCEWELL THIRD PARTY SERVICES PROGRAM

WHEREAS, Sourcewell has a grant program that offers local government entities funding which helps enhance operations and programs that can have community wide impacts; and

WHEREAS, The City of Breezy Point is the sponsoring agency submitting a Sourcewell Grant application; and

WHEREAS, funding requests have to show a public purpose; and

WHEREAS, this funding request for a Third Party Services Program Funding for completion of a Long Range Financial Plan is for a public purpose and will benefit the local community.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they fully support the application for Third Party Services Program Funding through Sourcewell.

Rebecca Ball: __

Brad Scott: __

Steve Jensen: __

Todd Roggenkamp: __

Michael Moroni: __

Adopted this 3rd of August, 2026

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk

CITY OF BREEZY POINT
RESOLUTION 39-2026

A RESOLUTION SUPPORTING AND AUTHORIZING THE APPLICATION FOR
SOURCEWELL COMMUNITY IMPACT FUNDING

WHEREAS, Sourcewell has a grant program that offers local government entities to fund initiatives that can have community wide impacts; and

WHEREAS, The City of Breezy Point is the sponsoring agency submitting a Sourcewell Grant application; and

WHEREAS, funding requests have to show a public purpose; and

WHEREAS, this funding request is for a public purpose and will benefit the local community.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they fully support the application for Community Impact Funding through Sourcewell for the City of Breezy Point Master Parks Plan Phase One.

Rebecca Ball: ____

Brad Scott: ____

Steve Jensen: ____

Todd Roggenkamp: ____

Michael Moroni: ____

Adopted this 3rd Day of August, 2026

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk

CITY OF BREEZY POINT
RESOLUTION 40-2026

A RESOLUTION APPOINTING ELECTION JUDGES FOR 2026 GENERAL ELECTION

WHEREAS, General Election will be held in the City of Breezy Point on August 11, 2026 and November 3, 2026; and,

WHEREAS, Minnesota Election Law 204B.21 requires that Election Judges in a municipality be appointed by the governing body; and,

WHEREAS, Election Judges must undertake training for certification from the Crow Wing County Auditor’s Office and be appointed by the Breezy Point City Council; and,

WHEREAS, Deb Runksmeier, Janette Rust, Elizabeth Engblom, Denise Simpson, Donna Hoelke, Donna Winge, Julie Gowen, Curt Naylor, Diane Williams, Dick Frieler, Dan Hutton, Darcey Penner, Jennifer Norton, Margaret Flor, and Tim Flor have agreed to perform the duties of election judge on August 11 and November 3, 2026.

NOW THEREFORE BE IT RESOLVED, that the City Council appoints Election Judges for the 2026 Primary and General Elections as on file in the City Clerks office, and to authorize the to fill any vacancies that may occur.

BE IT FURTHER RESOLVED that, based upon the inability of a judge(s) to serve on Election day or upon need for additional assistance, The City Clerk shall be authorized to appoint/hire required number of persons. Only those persons duly qualified and duly trained to serve as an election judge may be selected to serve in this capacity.

Rebecca Ball: ____

Brad Scott: ____

Steve Jensen: ____

Todd Roggenkamp: ____

Michael Moroni: ____

Adopted this 3rd day of August 2026.

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk

**CITY OF BREEZY POINT
RESOLUTION 41-2026**

A RESOLUTION GOVERNING WRITE-IN VOTE COUNTING

WHEREAS, Minnesota Statutes, section 204B.09, subdivision 3, authorizes a municipality to adopt a resolution governing the counting of write-in votes; and

WHEREAS, the Breezy Point City Council previously adopted Resolution No. 16-2024 governing the counting of write-in votes; and

WHEREAS, Minnesota Statutes, section 204B.09, subdivision 3, was amended effective January 1, 2026, and the City's existing resolution should be updated to reflect the current statutory requirements; and

WHEREAS, city election officials expend considerable time and resources counting and individually recording write-in votes, many of which are cast for individuals who have not expressed an interest in serving in elected office; and

WHEREAS, the City Council finds that requiring prospective write-in candidates to notify the City of their intent to seek election will promote the efficient administration of municipal elections while remaining consistent with Minnesota Statutes, section 204B.09, subdivision 3.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Breezy Point, Minnesota, that any person wishing to have their write-in votes individually counted and recorded in a municipal election must file a written request with the City's Chief Election Official no later than the 19th day before the municipal election, in accordance with Minnesota Statutes, section 204B.09, subdivision 3.

BE IT FURTHER RESOLVED that Resolution No. 16-2024 is hereby repealed and replaced by this resolution, effective immediately upon its adoption.

Rebecca Ball: ____ Brad Scott: ____
Steve Jensen: ____ Todd Roggenkamp : ____
Michael Moroni: ____

Adopted this 3rd day of August, 2026.

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item I.

Prepared By:

Anthony Moberg, Planning and Zoning
Administrator

Meeting Date:

August 3rd, 2026

Item Name:

Declaration of Surplus Property and
Sale of Parcel 10210653

BACKGROUND

Parcel ID 10210653, legally described as 23rd Addition to Breezy Point Estates, Lot 19, is a City-owned parcel located within the Breezy Point Estates subdivision.

OVERVIEW

The City received a letter, dated July 15th, 2026, from Wallace Frelander requesting to purchase Parcel No. 10210653. Mr. Frelander owns property adjacent to the parcel and indicated his intent is to combine the lot with his existing property. The parcel is currently a standalone platted lot and is not being utilized for any municipal purpose or is not intended for future purpose.

Staff reviewed the request and determined the parcel is not necessary for current or anticipated City operations. Following discussions with Mr. Frelander on July 29, 2026, a purchase price of \$4,000.00 was agreed upon, subject to City Council approval.

FINANCIAL IMPACT (If applicable)

The sale of Parcel ID 10210653 would result in revenue to the City in the amount of \$4,000.00. Staff determined this amount to be a reasonable estimate of fair market value based upon the parcel's estimated market value.

STAFF RECOMMENDATION

Staff finds that Parcel ID 10210653 is not needed for present or future municipal purposes and recommends that the City Council declare the property surplus and authorize its sale to Wallace Frelander for \$4,000.00.

REQUESTED COUNCIL ACTION

- Adopt Resolution 42-2026 declaring Parcel ID 10210653 (23rd Addition to Breezy Point Estates, Lot 19) surplus property.
- Authorize the sale of Parcel ID 10210653 to Wallace Frelander for \$4,000.00 and authorize staff to complete the documents necessary to convey the property.

SUPPORTING DOCUMENTS

GIS Map



Section 6, Item I.

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

PID 10210653

Land Use Classification

-  Agricultural/Forestry District
-  Airport District

-  Commercial District 1
-  Commercial District 2

-  Commercial/Heavy Industrial District
-  Commercial/Light Industrial District

-  Rural Residential - 20
-  Rural Residential - 10

-  Rural Residential - 5
-  Rural Residential - 2.5

-  Rural Residential - 1
-  Sensitive Shoreland District

-  Shoreland District
-  Urban Growth District
-  Waterfront Commercial



Date: 7/30/2026 Time: 9:38 AM

**CITY OF BREEZY POINT
RESOLUTION 42-2026
DECLARING PROPERTY SURPLUS AND AUTHORIZING ITS SALE**

WHEREAS, the City of Breezy Point is the owner of Parcel ID 10210653, legally described as 23RD ADDITION TO BREEZY POINT ESTATES, LOT 19; and

WHEREAS, by letter dated July 15, 2026, Wallace Freeland requested the purchase of Parcel ID 10210653 for the purpose of combining it with the adjoining property under his ownership; and

WHEREAS, City staff reviewed the parcel and determined that \$4,000.00 represents a fair market value based upon the estimated market value of the property; and

WHEREAS, the City Council has determined that the parcel is not needed for current or future municipal purposes; and

WHEREAS, the City Council finds it to be in the best interest of the City to declare the property surplus and authorize its sale in accordance with applicable local and state laws; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Breezy Point that Parcel ID 10210653, legally described as 23RD ADDITION TO BREEZY POINT ESTATES, LOT 19, is hereby declared surplus property.

BE IT FURTHER RESOLVED that the City Council authorizes the sale of Parcel ID 10210653 to Wallace Freeland for the sum of \$4,000.00 and authorizes City staff to execute and complete all documents necessary to convey the property in accordance with Minnesota law and City policies.

Adopted by Breezy Point City Council on August 3rd, 2026.

Rebecca Ball: _____ Brad Scott: _____

Steve Jensen: _____ Todd Roggenkamp: _____

Michael Moroni: _____

Mayor, Todd A. Roggenkamp

Attest:

City Clerk, Deb Runksmeier



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item J.

Prepared By:
Allie Polsfuss, City Administrator

Meeting Date:
08/03/2026

Item Name:
Decertify Assessment

BACKGROUND

In June, the City was notified that Lot 13 (PID 10171420) had been assessed as part of the 2019 Street and Sewer Improvement Project. Below is a map identifying the property and attached the associated assessment amortization schedule.



OVERVIEW

After review and discussion among City staff and legal counsel, it was determined that the assessment was applied to this common area in error. Based on the information available, the original assessment amount was allocated among all benefitting parcels identified along the roadway, including the common area parcel. The inclusion of this parcel appears to have been an administrative error, as the common area was not an appropriate parcel to receive an assessment.

The City Council does have the option to reassess the project costs among the remaining benefitting parcels. However, doing so would require additional staff review, public notice, hearings, and Council action to correct an error that resulted from the City's assessment process.

Staff recommends that the City Council decertify and remove the assessment from Lot 13 (PID 10171420), provide notice to the County Auditor so the assessment record can be corrected and future installments discontinued, and authorize the issuance of a refund for any assessment amounts that have already been paid.

RECOMMENDATION Approval of the resolution as presented.



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemJ.

PROJECT: Sanitary Sewer and Paving
Project Location: Papago / Suffolk / Whitebirch Drive 2019
OWNER: WHITEBIRCH INC
ADDRESS: 9252 BREEZY POINT DR BREEZY POINT MN 56472
PROPERTY ADDRESS:
PROPERTY ID: 10171420
LEGAL DESCRIPTION: Lot 13

2351

FIXED PAYMENT CONDITIONS:

Principal: \$10,981.76
Interest rate: 4.25%
Days before 1st Yr.: 0
Annual payment: \$826.05
Years: 20

YEAR	ANNUAL PAYMENT	PRINCIPAL	INTEREST	UNPAID BALANCE
2022	\$826.05	\$359.32	\$466.72	\$10,622.44
2023	\$826.05	\$374.59	\$451.45	\$10,247.85
2024	\$826.05	\$390.51	\$435.53	\$9,857.33
2025	\$826.05	\$407.11	\$418.94	\$9,450.22
2026	\$826.05	\$424.41	\$401.63	\$9,025.81
2027	\$826.05	\$442.45	\$383.60	\$8,583.36
2028	\$826.05	\$461.25	\$364.79	\$8,122.11
2029	\$826.05	\$480.86	\$345.19	\$7,641.25
2030	\$826.05	\$501.29	\$324.75	\$7,139.96
2031	\$826.05	\$522.60	\$303.45	\$6,617.36
2032	\$826.05	\$544.81	\$281.24	\$6,072.55
2033	\$826.05	\$567.96	\$258.08	\$5,504.59
2034	\$826.05	\$592.10	\$233.95	\$4,912.49
2035	\$826.05	\$617.27	\$208.78	\$4,295.23
2036	\$826.05	\$643.50	\$182.55	\$3,651.73
2037	\$826.05	\$670.85	\$155.20	\$2,980.88
2038	\$826.05	\$699.36	\$126.69	\$2,281.52
2039	\$826.05	\$729.08	\$96.96	\$1,552.44
2040	\$826.05	\$760.07	\$65.98	\$792.37
2041	\$826.05	\$792.37	\$33.68	\$0.00
	\$16,520.92	\$10,981.76	\$5,539.16	

**CITY OF BREEZY POINT
RESOLUTION 43-2026**

**A RESOLUTION DECERTIFYING A SPECIAL ASSESSMENT CERTIFIED IN
ERROR AGAINST PARCEL NO. 10171420 FOR THE 2019 STREET AND
SEWER IMPROVEMENT PROJECT**

WHEREAS, the City Council of the City of Breezy Point adopted a special assessment roll for the 2019 Street and Sewer Improvement Project on Whitebirch Drive; and

WHEREAS, the special assessment roll included Parcel No. 10171420, and the assessment was certified to the Crow Wing County Auditor-Treasurer for collection; and

WHEREAS, the City has subsequently determined that Parcel No. 10171420 was included on the assessment roll in error and should not have been assessed for the costs associated with the 2019 Street and Sewer Improvement Project on Whitebirch Drive, as common areas are not to be assessed; and

WHEREAS, the City Council finds it necessary and in the public interest to correct the assessment records, decertify the assessment, and refund all amounts paid in error.

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

1. The special assessment levied and certified against Parcel No. 10171420 (Whitebirch Village Commons Homeowners Association) for the 2019 Street and Sewer Improvement Project on Whitebirch Drive is hereby declared to have been certified in error and is decertified in its entirety.
2. The City Clerk and City Administrator are authorized and directed to notify the Crow Wing County Auditor-Treasurer that the assessment has been decertified and to take all actions necessary to remove the assessment from the assessment records and tax rolls.
3. The City Administrator and Finance Department are authorized and directed to issue a refund for all principal, interest, penalties, and any other amounts paid toward the certified special assessment.
4. The City Administrator, City Clerk, and all appropriate City staff are authorized to execute any documents and take any additional actions necessary to implement this Resolution and correct the City's assessment records.

BE IT FURTHER RESOLVED that this Resolution shall be effective immediately upon its adoption.

Adopted by the Breezy Point City Council on August 3, 2026

Rebecca Ball: ____

Brad Scott: ____

Steve Jensen: ____

Todd Roggenkamp: ____

Michael Moroni: ____

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, ItemA.

Prepared By: Anthony Moberg, Planning and Zoning Administrator, on behalf of the Planning Commission	Meeting Date: August 3 rd , 2026	Item Name: Petition to Rezone 26-001
--	---	--

BACKGROUND

At its July 14, 2026 meeting, the Planning Commission voted to recommend denial of the following petition:
Petition to Rezone the following described property from **Urban Reserve (UR)** to **Commercial (C)**:

The East 300 feet of the West 675 feet of the North 360 feet of the Northeast Quarter of Section 18, containing approximately 2.48 acres, more or less, subject to County State Aid Highway No. 11 right-of-way and subject to easements, restrictions, and reservations of record.

OVERVIEW

At the May 4, 2026 City Council meeting, the Council was informed of a food truck operating at **6799 County Road 11, Breezy Point, MN 56472** which was not an allowed use under its current zoning of Urban Reserve (UR).

Subsequently, property owner **Holly Raiche** submitted a Petition to Rezone application for the property located at 6799 County Road 11. The request seeks to rezone the property from **Urban Reserve (UR)** to **Commercial (C)** to allow operation of the food truck business.

The Planning Commission conducted a public hearing on July 14, 2026. Notice of the hearing was published and mailed to property owners within 350 feet of the subject property, in accordance with City requirements.

During the public hearing, the Planning Commission considered the rezoning request and received oral testimony from three residents. Following discussion, the Planning Commission voted to recommend Denial of **Petition to Rezone 26-001**.

Staff will continue to seek voluntary compliance by September 15th, 2026, with further enforcement actions as appropriate.

REQUESTED COUNCIL ACTION

1. Adopt Res 44-2026, Denying the request to rezone the property located at 6799 County Road 11.
2. Direct staff to administer and enforce the zoning ordinance as appropriate.

SUPPORTING DOCUMENTS



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, ItemA.

<https://www.breezypointmn.gov/planning-commission/meeting/planning-commissionboard-adjustment-27>

Planning Commission meeting video (discussion begins at 49:46)

Planning Commission meeting packet (relevant materials begin on page 25)

**CITY OF BREEZY POINT
RESOLUTION 44-2026
A RESOLUTION DENYING REZONING PETITION REZONE 26-001**

WHEREAS, Holly Raiche has submitted a petition to rezone property located at 6799 County Road 11, legally described as the East 300 feet of the West 675 feet of the North 360 feet of the Northeast Quarter of Section 18; and

WHEREAS, the property is currently zoned Urban Reserve (UR); and

WHEREAS, the applicant has petitioned to rezone the property from Urban Reserve (UR) to Commercial (C); and

WHEREAS, published notice and mailed notice of hearing to consider the rezoning petition was provided to property owners within 350 feet; and

WHEREAS, a public hearing to consider the rezoning petition was held before the Planning Commission on July 14, 2026; and

WHEREAS, the Planning Commission considered oral and written testimony presented at the hearing; and

WHEREAS, the Future Land Use section of the Comprehensive Plan identifies the subject property and adjacent properties as Wooded Residential; and

WHEREAS, the proposed rezoning is inconsistent with the Comprehensive Plan; and

WHEREAS, the Planning Commission recommended Denial of Petition to Rezone 26-001 by adoption of Resolution PC 26-07; and

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that Petition to Rezone 26-001 to rezone the property from Urban Reserve (UR) to Commercial (C) is hereby Denied.

Adopted by the Breezy Point City Council on August 3, 2026

Rebecca Ball: _____ Brad Scott: _____

Steve Jensen: _____ Todd Roggenkamp: _____

Michael Moroni: _____

Mayor, Todd A. Roggenkamp

Attest:

City Clerk, Deb Runksmeier

Breezy Point Zoning Map

Section 7, Item A.





CITY COUNCIL MEETING

AGENDA ITEM

Prepared By:

Allie Polsfuss, City Administrator on behalf
of the Joint Powers Board

Memo Date:

08/03/2026

Item Name:

**Amend Fire District Joint Powers
Agreement**

BACKGROUND

The City of Breezy Point City Council prompted a conversation regarding the equity and fairness in the Joint Powers Fire District formula and the topic of rebranding the Fire District. Breezy Point Mayor Roggenkamp, Pequot Lakes Mayor Gardner, Chief Schwankl, PL City Administrator Johnson, BP City Administrator Polsfuss and BP Finance Director Rust met mid-April to discuss these points and came to a formal proposal for consideration at the Joint Powers Board July meeting. Following board discussion, they approved amendments to the JPA to reflect a change in formula to begin with the next budget cycle (2028 budget) and a rebranding of the district.

Following the meeting, the amended Joint Powers Agreement must be approved by both Pequot Lakes and Breezy Point City Council. Below is a summary of information supporting the board's discussion.

TIMELINE

The Joint Powers Agreement (JPA) between the City of Pequot Lakes and the City of Breezy Point was entered into on May 1, 2022, establishing the Pequot Lakes Fire District.

Below is a summary of significant changes and actions since initial approval:

- **May 2022:** Pequot Lakes began as fiscal agent for fire district
- **May 2022:** Initial formula approved:
 - Annual Contribution= 50% based on Fire Calls/ 50% Building Market Value
- **May 2023:** the District's first 25 year Capital Budget was approved
 - 96% of total capital budget covered by district cities, then the split based on BMV
 - 4% (\$16,000) of total capital budget covered by contracted cities, the split based on BMV
 - Result: 138% increase in the City of Breezy Point's fire budget in 2024. This was paid for by reserves at the time.
- **February 2024:** Operating Formula was changed to:
 - 75% District Cities, 25% Contract cities. Then split based on BMV
 - The change was intended to benefit contract cities as old formula was getting too expensive for contracted cities.
 - The contract was never formally amended to include the new formula.
- **August 2024:** The fiscal agent transitioned to Breezy Point
- **December 2024:** \$1.4 million G.O. Equipment Certificate issued by Breezy Point paid for by the district for ladder truck.
- **Currently:** it has been almost 4 years since the District has been established. We believe the district should make adjustments to better reflect operations and start strategically planning for the future.

Historical budgets can be seen in **attachment A**.



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, ItemB.

OVERVIEW

As stated in the timeline, the formula has since been changed from the originally approved formula. Although the current operational and capital budgets are equitable for some communities, they do not appropriately reflect the cost needed to service all communities fairly.

JPA formulas in Minnesota vary but they are typically a hybrid formula including considerations for EMV, populations, households, calls, or tax capacity. These splits are often weighted so the formulas don't get skewed disproportionately by any one factor. Every community staff contacted has a consideration for call volume.

Current Operating Budget

An operating budget is driven by the ongoing day-to-day expenses required to provide emergency services. This includes personnel, calls for service, routine costs, maintenance, supplies, training, etc. Currently, the operating budget formula is an initial split 75% District, 25% Contracted and then split based on building market value. There is currently no consideration for call volume.

OPERATING BUDGET PROPOSAL

Including a 30% weighted consideration for calls for service and a 70% weighted consideration for building market values for a few reasons:

1. Aligns with service demands
 - More calls = more staff time, fuel, equipment wear, and administrative work
 - Based on an assessment done in 2023, only 20% of fire calls are for structural fires. Having the formula 100% based on BMV skews the calculation resulting in higher costs for some communities without considering the use of the resource.
2. Improves fairness
 - Corrects the imbalance of higher value and call volume
3. Reflects unique local factors that may not appear in BMV
 - Seasonal population, types of calls

Current Capital Budget

Capital costs are driven by long term asset needs, engines/emergency vehicles, major equipment, facilities, technology systems, and protective gear. Capital expenditure requires predictable, stable funding which makes the argument for a different formula than operating.

Currently, the contracted cities pay \$16,000 annually for a \$400,000 tender (6% of total capital budget) and the remaining capital (~\$7 million) is split between the district cities over the next 25 years.

CAPITAL BUDGET PROPOSAL

Capital Budget to be split between the district cities (Breezy Point and Pequot) based on BMV for a few reasons:

1. The district needs all capital equipment regardless of serving contracted cities.
2. The capital equipment, if dissolution of the JPA occurs, belongs to the district.
3. District cities are covering the majority of the capital budget as it is, and regardless of the calls for service, the capital equipment must be accounted for.

Assuming the City's call volumes and BMV remains stable, the change in operating and capital budget formula will lead to a decrease in Breezy Point's budget by an estimated 4-5% (\$10,000-\$15,000) and an increase to Pequot Lake's budget an estimated 12-13% (\$20,000-\$25,000.)



CITY COUNCIL MEETING

AGENDA ITEM

The proposal as presented above compared to the current formula if applied to the 2027 budget can be seen in **Attachment B**. This is to give the Council an idea of the impact of the change.

REBRANDING PROPOSAL

During the meeting with representatives from Pequot Lakes and Breezy Point, it was also determined that there should be a discussion of rebranding the district from Pequot Lakes Fire District to a new name that accurately reflects the partnership that was established and the future goal of a taxing authority.

The new name is proposed to be **Northern Lakes Fire District**.

There are several benefits of rebranding:

- Equal Representation
- Improved Recruitment
- Stronger Community Identity and Engagement
- Long term Organizational Identity

The Board was supportive of the rebranding and directed staff to implement the new branding with a public rollout during Fire Prevention Week in October. Additionally, they directed staff to have a public engagement portion to designing the new patch. You can see that in **attachment C**.

JOINT POWERS AGREEMENT AMENDMENTS

Attachment C includes the amended JPA for approval. Below is a summary of the amendments made to the JPA. These have been reviewed by legal counsel.

- Remove language that is now outdated throughout entire agreement
- Page 2: Reflect rename to Northern Lakes Fire District
- Page 5: Change language to require a quorum of the Board members (4) not 5 affirmative votes
- Page 8-9: Reflect new formula effective with 2028 budget
- Page 11: Reflect new fiscal agent fee to be determined by the board each year based on actual time (for 2027 this is \$12,500)

STAFF RECOMMENDATION:

Approve the JPA as proposed.

	2022-2023				2023-2024				2024-2025				2025-2026				2026-2027			
	Operating	Capital	Relief	Total	Operating	Capital	Relief	Total	Operating	Capital	Relief	Total	Operating	Capital	Relief	Total	Operating	Capital	Relief	Total
Breezy Point	\$80,661		\$14,652	\$95,313	\$92,615	\$20,000	\$16,971	\$129,586	\$114,840	\$176,529	\$14,644	\$306,013	\$114,700	\$171,180	\$15,159	\$301,039	\$119,784	\$173,580	\$20,655	\$314,018
Pequot	\$76,182	\$20,000	\$13,839	\$110,021	\$78,997	\$20,000	\$14,475	\$113,472	\$59,160	\$90,939	\$14,436	\$164,535	\$64,519	\$96,289	\$14,944	\$175,752	\$64,791	\$93,889	\$11,172	\$169,853
Jenkins (City)	\$13,683		\$2,486	\$16,168	\$14,743		\$2,702	\$17,445	\$8,178	\$2,256	\$2,528	\$12,962	\$9,136	\$2,447	\$1,700	\$13,283	\$8,536	\$2,220	\$1,472	\$12,227
Jenkins (Township)	\$15,637		\$2,841	\$18,478	\$20,622		\$3,779	\$24,400	\$19,778	\$5,456	\$2,932	\$28,166	\$17,675	\$4,734	\$3,277	\$25,686	\$18,145	\$4,719	\$3,129	\$25,992
Loon Lake	\$15,413		\$2,800	\$18,213	\$17,028		\$3,120	\$20,149	\$13,920	\$3,840	\$2,884	\$20,644	\$14,025	\$3,756	\$2,602	\$20,383	\$15,143	\$3,756	\$2,611	\$21,511
Pelican	\$9,307		\$1,691	\$10,997	\$11,235		\$2,059	\$13,294	\$13,920	\$3,840	\$1,736	\$19,496	\$11,592	\$3,105	\$2,146	\$16,842	\$11,847	\$3,081	\$2,043	\$16,971
Popular	\$5,402		\$981	\$6,383	\$6,090		\$1,116	\$7,206	\$2,204	\$608	\$840	\$3,652	\$1,836	\$492	\$342	\$2,669	\$2,156	\$561	\$372	\$3,089
Maple													\$5,476	\$1,467	\$1,031	\$7,974	\$5,698	\$1,482	\$983	\$8,162

	Increase since 2022				
	2023-2024	2024-2025	2025-2026	2026-2027	Total
Breezy Point	36%	136%	-2%	4%	229%
Pequot	3%	45%	7%	-3%	54%
Jenkins (City)	8%	-26%	2%	-8%	-24%
Jenkins (Township)	32%	15%	-9%	1%	41%
Loon Lake	11%	2%	-1%	6%	18%
Pelican	21%	47%	-14%	1%	54%
Popular	13%	-49%	-27%	16%	-52%
Maple				2%	2%

	FUND	NEW FORMULA	2026 APPROVED	Difference
Breezy Point	Operating	\$104,112.19	\$119,783.83	-\$15,671.64
	Capital	\$182,169.78	\$173,579.62	\$8,590.16
	Relief	\$16,948.77	\$20,654.80	-\$3,706.03
	Total	\$303,230.74	\$314,018.25	-\$10,787.51
Pequot Lakes	Operating	\$77,194.02	\$64,791.17	\$12,402.85
	Capital	\$101,299.22	\$93,889.36	\$7,409.86
	Relief	\$12,566.67	\$11,172.20	\$1,394.47
	Total	\$191,059.92	\$169,852.73	\$21,207.19
Jenkins	Operating	\$14,513.22	\$8,535.63	\$5,977.59
	Capital	\$0.00	\$2,219.75	-\$2,219.75
	Relief	\$2,362.65	\$1,471.83	\$890.82
	Total	\$16,875.88	\$12,227.21	\$4,648.67
Jenkins Township	Operating	\$23,274.46	\$18,144.81	\$5,129.65
	Capital	\$0.00	\$4,718.68	-\$4,718.68
	Relief	\$3,788.93	\$3,128.78	\$660.15
	Total	\$27,063.38	\$25,992.27	\$1,071.11
Loon Lake	Operating	\$20,865.58	\$15,143.27	\$5,722.31
	Capital	\$0.00	\$3,756.27	-\$3,756.27
	Relief	\$3,396.78	\$2,611.21	\$785.57
	Total	\$24,262.36	\$21,510.75	\$2,751.61
Poplar	Operating	\$5,408.54	\$2,156.48	\$3,252.06
	Capital	\$0.00	\$560.81	-\$560.81
	Relief	\$880.47	\$371.85	\$508.62
	Total	\$6,289.01	\$3,089.14	\$3,199.87

Pelican	Operating	\$13,723.92	\$11,846.98	\$1,876.94
	Capital	\$0.00	\$3,080.89	-\$3,080.89
	Relief	\$2,234.16	\$2,042.82	\$191.34
	Total	\$15,958.08	\$16,970.69	-\$1,012.61

Maple	Operating	\$9,408.06	\$5,697.84	\$3,710.22
	Capital	\$0.00	\$1,481.76	-\$1,481.76
	Relief	\$1,531.57	\$982.50	\$549.07
	Total	\$10,939.63	\$8,162.10	\$2,777.53

2027 Proposed

OPERATING	COST SHARE	PERCENTAGE SHARE
Breezy Point	\$104,112.19	39%
Pequot Lakes	\$77,194.02	29%
Jenkins	\$14,513.22	6%
Jenkins Township	\$23,274.46	9%
Loon Lake	\$20,865.58	8%
Poplar	\$5,408.54	2%
Pelican	\$13,723.92	5%
Maple	\$9,408.06	2%
TOTAL	\$268,500.00	100%

CAPITAL	COST SHARE	PERCENTAGE SHARE
Breezy Point	\$182,169.78	64%
Pequot Lakes	\$101,299.22	36%
TOTAL	\$283,469.00	100%

RELIEF	COST SHARE	PERCENTAGE SHARE
Breezy Point	\$16,948.77	39%

Pequot Lakes	\$12,566.67	29%
Jenkins	\$2,362.65	6%
Jenkins Township	\$3,788.93	9%
Loon Lake	\$3,396.78	8%
Poplar	\$880.47	2%
Pelican	\$2,234.16	5%
Maple	\$1,531.57	2%
TOTAL	\$43,710.00	100%

NORTHERN LAKES FIRE DISTRICT

OFFICIAL SHOULDER PATCH ★ DESIGN CONTEST ★

HELP CREATE THE SYMBOL OF OUR SHARED FUTURE.

Pequot Lakes Fire District is the same dedicated firefighters, equipment, and service our community has always counted on.

We are rebranding to Northern Lakes Fire District to recognize and include all the communities we proudly serve—Breezy Point, Pequot Lakes, Jenkins, Jenkins Township, Loon Lake Township, Poplar Township, Maple Township, and surrounding areas.

**One department. One mission.
Stronger together.**

NEW NORTHERN LAKES FIRE DISTRICT PATCH

Section 7, Item B.



Design
This
Area
Only

**CONTEST IS FOR THE CIRCULAR CENTER EMBLEM ONLY.
ALL OTHER ELEMENTS WILL REMAIN THE SAME.**



CONTEST TIMELINE



CONTEST OPENS

Friday, July 31, 2026



SUBMISSION DEADLINE

Thursday, August 13, 2026,
at 4:30 p.m.



FIRE DISTRICT BOARD REVIEW & SELECTION

Thursday, August 13, 2026
(The Fire District Board will select
the winning design from all entries received.)



WINNING DESIGN ANNOUNCED

Late August 2026



THIS IS A REBRAND, NOT A FULL REDESIGN.

Please focus your creativity on the circular
center emblem only.



DESIGN CHALLENGE

Create the center emblem that will appear inside the official
Northern Lakes Fire District shoulder patch.

- Represent the Northern Lakes Fire District
- Reflect our lakes, forests, Northwoods landscape, and a commitment to service
- Symbolize the Fire District as a whole—not any one city or community
- Be bold, simple, and easily recognizable
- Fit within the circular design area
- Be entirely original artwork

PLEASE DO NOT INCLUDE:

- ✗ The Pequot Lakes bobber
- ✗ Landmarks or symbols representing only one community
- ✗ Business logos
- ✗ Copyrighted artwork
- ✗ Excessively detailed illustrations that cannot be embroidered effectively



WHO CAN ENTER

Open to individuals who live, work, own property, or attend school within the Northern Lakes Fire District service area.

Artists of all experience levels are encouraged to participate!



SUBMISSION REQUIREMENTS

Each submission must include:

- Original artwork
- Brief description (100 words or fewer)
- Name, mailing address, phone number, and email address

ACCEPTED DIGITAL FORMATS:



Hand-drawn artwork is welcome and may be submitted in person or scanned.

QUESTIONS & DESIGNS

Email all questions and designs to:
chief@pequotlakesfiredistrict.com



JUDGING CRITERIA

The Fire District Board will evaluate entries based on:

- Creativity
- Originality
- Representation of the Northern Lakes region
- Suitability for embroidery
- Overall visual impact
- Ability to represent the Fire District for many years



OFFICIAL RULES

Each participant may submit up to three original designs. Artwork must be the entrant's own original creation.

- Artwork generated wholly or substantially using AI is not eligible.
- By submitting, entrants grant the Northern Lakes Fire District the irrevocable right to use, reproduce, modify, adapt, and produce the design for official District purposes without additional compensation.
- Ownership and all intellectual property rights to the winning design become the property of the Northern Lakes Fire District upon selection.
- The selected artwork may be modified by professional graphic artists to meet embroidery, manufacturing, and branding requirements.
- The Fire District reserves the right to reject any and all submissions and to choose from the submissions received or use any other design not submitted if it is in the best interest of the District.



SUBMIT YOUR DESIGNS & QUESTIONS TO:
chief@pequotlakesfiredistrict.com



OR SUBMIT IN PERSON:
Pequot Lakes City Hall
or Breezy Point City Hall

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AMENDED AND RESTATED
JOINT POWERS AGREEMENT
TO PROVIDE FIRE PROTECTION AND RESCUE SERVICES

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement"), replaces the May 2, 0222, Joint Powers Agreement is initially made and entered into this 1st day of May, 2022 by and between the City of Pequot Lakes, a municipal corporation under the laws of the State of Minnesota ("Pequot Lakes"), and the City of Breezy Point, a municipal corporation under the laws of the State of Minnesota ("Breezy Point"); (collectively hereinafter referred to as the "Parties").

WHEREAS, the Parties hereto are each authorized by Minnesota Statutes, Section-section 412.221, Subdivision-subdivision 17, to provide fire protection, rescue, and medical response services to their residents; and

WHEREAS, the Parties have determined that it is mutually beneficial for them to join together to improve the efficiency and effectiveness of fire and emergency services to the public within the geographic service area of the Parties, and specifically, the joint fire department to be created hereby will cooperatively address the Parties' long-term needs for those fire services as defined herein below or as otherwise authorized by this Agreement; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes two or more governmental units by agreement of their governing bodies jointly to exercise any power common to the contracting parties and provide for a joint board representing the parties to the agreement; and

WHEREAS, Pequot Lakes ~~respectively~~ owns firefighting/rescue equipment listed in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Pequot Lakes owns a fire station located at 4638 Main Street, Pequot Lakes, MN 56472 (the "Pequot Lakes Fire Station" a/k/a "Fire Station #1"), as well as the real property upon which the Pequot Lakes Fire Station sits; and

WHEREAS, Breezy Point owns a fire station located at 8361 County Road 11, Breezy Point, MN 56472 (the "Breezy Point Fire Station" a/k/a "Fire Station #2"), as well as the real property upon which the Breezy Point Fire Station sits; and

WHEREAS, Pequot Lakes presently operates~~previously operated as~~ the Pequot Lakes Fire Department with ~~paid-on-call~~paid-on-call firefighters; and

WHEREAS, fire protection services have previously been provided by Pequot Lakes through the Pequot Lakes Fire Department by means of a service contract between Pequot Lakes, as the service provider, and Breezy Point, as the service recipient; and

WHEREAS, the creation of a joint powers agreement will meet the legal needs for the Parties to accomplish the purposes as set forth herein, including but not limited to interaction with the area fire services, Crow Wing County Sheriff's Office and other private and public entities; and

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WHEREAS, the Parties have determined that they are jointly able to provide better and more efficient fire services than individually, and that their powers under Minnesota Statutes may best be exercised jointly; and

WHEREAS, the Parties hereto desire to reach an agreement for joint administration, operation, ownership, and control of a joint fire department for the purposes contained herein.

NOW THEREFORE, in consideration of the mutual promises and benefits that each Party shall derive from this Agreement, and other good and valuable consideration, the Parties agree as follows:

**ARTICLE I
NAME OF ORGANIZATION**

The Parties do hereby establish a joint fire department to be called the ~~Pequot Lakes Fire District~~Northern Lakes Fire District (hereinafter the "District").

**ARTICLE II
DEFINITIONS OF
TERMS**

- For purposes of this Agreement, the terms in this Section shall have the meanings given them.
- A. "Fire Chief" means the individual selected by the Joint Powers Fire Board to act as administrator of the District and with the powers specified in this Agreement or as otherwise established by the Board.
 - B. "Joint Powers Fire Board" or "Board" means the governing joint powers board established under this Agreement pursuant to Minnesota Statutes, Section 471.59 to operate and manage the District.
 - C. "Board Member" means a member of the Joint Powers Fire Board appointed and serving pursuant to this Agreement.
 - D. "City Council" means the governing body of the respective Governmental Unit for each city, Pequot Lakes or Breezy Point, both of which are Parties to this Agreement.
 - E. "Governmental Unit" means a City or other entity as defined by Minnesota Statutes, Section 471.59, subd. 1.
 - F. "Original Parties" means the City of Pequot Lakes and the City of Breezy Point as the Governmental Units that ~~have~~ approved this Agreement at a duly noticed meeting of their City Councils and authorized and directed their respective authorized representatives to execute this Agreement thereby creating the District.

- G. "Later Party" means a Governmental Unit that subsequently approves this Agreement, or such other amended Agreement as required by the Board and authorized by the Original Parties, at a duly noticed meeting of its governing body and authorized and directed representatives thereof to execute the same thereby becoming a Party to the Agreement at some time after the District was created by the Original Parties.
- H. "Party" means a Governmental Unit, which enters into this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties. Parties means more than one Governmental Unit to this Agreement.
- I. "Fire Services" means those services provided by the District, including but not limited to the following: fire code enforcement, fire suppression, fire protection, fire prevention, fire-fighting and emergency equipment, fire records data systems, fire-fighter and EMS training, fire investigation, fire and life safety public education, ALS/BLS ambulance, first responder rescue, hazardous materials response, emergency medical services (EMS), technical rescue and other fire and emergency related duties and functions customarily desired of a fire department or as otherwise directed by the Board for the Parties within the fire services areas established herein.

**ARTICLE III
MEMBERSHIP**

| Any other Governmental Unit adjacent to any of the Original Parties may become a Later Party to this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties upon unanimous written consent of the Parties to this Agreement and in accordance with the process provided ~~herein~~ below.

**ARTICLE IV
PURPOSE**

The general purpose of this Agreement is to create a joint powers organization governed by a joint powers board pursuant to Minnesota Statutes, Section 471.59, which shall provide Fire Services for the Parties within the Fire Services areas established herein. Medical response services may additionally be provided but are not required under this Agreement.

**ARTICLE V
EFFECTIVE DATE AND TERM**

The effective date of this Agreement (the "Effective Date") shall be the date of the first meeting of the Board, which shall be the 9th day of May 2022, except that Fire Services by the District shall not commence until the 1st day of July 2022 (the "Fire Services Commencement Date"). The period from the Effective Date (May 9, 2022) until the Fire Services Commencement Date (July 1, 2022) shall serve as a transition period for the Board to, among other matters, set up its organizational structure, adopt policies and procedures, determine and make employment decisions, and ensure any other appropriate administrative items are established or implemented. The above timeframe shall apply notwithstanding the dates of approval and execution of this

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Agreement by the Original Parties. This Agreement shall continue in full force and effect until it is terminated in a manner provided herein. Except as provided herein, the Fire Services Commencement Date is the date that all provisions of this Agreement shall be implemented in full transferring all Fire Services operations to the District, provided however, that the Original Parties hereto have adopted a resolution approving this Agreement and authorizing its execution, and the Agreement has been fully executed by the authorized representatives of the Original Parties.

**ARTICLE VI
ORGANIZATION AND GOVERNANCE**

A Joint Powers Fire Board (hereinafter referred to as the "Board") is hereby created for the governance of the District and to facilitate the performance of this Agreement throughout its term. Such Board shall have the powers specifically given herein and shall have the power to make recommendations to the Parties to improve cooperation and efficiency in carrying out the intent of this Agreement and to make recommendations for amendments and supplements to this Agreement.

Subdivision 1. The Board shall consist of six (6) members and be made up as follows:

- a. The Mayor for the city of each Original Party shall serve on the Board until the end of his or her term.
- b. Two members of the Board, one appointed from each Original Party, shall be a respective citizen of, or property owner with property located in, each Original Party as recommended for appointment by the Mayor of each respective Original Party with approval thereof by the respective City Council of the city making the respective appointment with such person serving on the Board for the term stated herein or until earlier replaced by another citizen of the respective city of that Original Party.
- c. Two members of the Board, one from each Original Party, shall be appointed by the respective City Council of each Original Party from its City Council members to serve on the Board for the term stated herein or until earlier replaced by the respective City Council of that Original Party as provided herein. In addition, one City Council member from each Original Party shall be appointed as an alternate to attend meetings of the Board in the event that a respective city's Mayor or appointed Council member is unable to attend a Board meeting.

Subdivision 2. In order to stagger the term ending dates, in the first year of this Agreement, the citizen representative appointed by each respective city shall be appointed to a one (1) year term; and the city council representative appointed by each respective city shall be appointed to a two (2) year term. Thereafter, with the exception of the Mayor of each Original Party, Board Member terms shall be two (2) years in duration, except that the term must coincide with the Board Member's term on their respective City Council. The City Administrators of each of the Original Parties shall serve as ex-officio, non-voting members of the Board. Board members appointed under this clause must reside within the corporate limits of their respective Original Party. No employee of the District shall serve as a member of the Board.

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Subdivision 3. Board Members must attend a minimum of 75 percent of the Board meetings in a calendar year. Failure to maintain this attendance requirement will require the appropriate City Council to make another appointment to the Board.

Subdivision 4. If desired by the appropriate City Council, the same individual may be reappointed to the Board.

Subdivision 5. All Board Members shall serve without compensation.

**ARTICLE VII
EXECUTION OF AGREEMENT, MEETINGS, AND ELECTION OF OFFICERS**

Subdivision 1. Each Party shall execute this Agreement through its proper officials by authority conferred by the respective City Council following a duly noticed meeting thereof. The City Administrator of each Party shall file an executed copy of this Agreement and a certified copy of the respective City Council authorization resolution with each of the other Parties.

Subdivision 2. ~~The Board shall hold regular meetings at least once in each month for the first year of its existence with the time and place of the regular meetings of the Board to be determined by the Board. After the first year, t~~The Board will meet at least quarterly in each calendar year as determined by the Board. The Board shall establish a list of regular meeting dates and times each year for approval at the first meeting of the Board each calendar year. The purpose of the regular meetings of the Board shall be to approve expenditures, review services and exercise the powers and duties enumerated in this Agreement.

Subdivision 3. Each Board Member shall have one vote. Proxy voting by Board Members is not permitted, except that the respective alternate Board Member may vote if attending a Board meeting in the absence of the respective Mayor or City Council member. Special meetings shall be held at the call of any Board member, the Fire Chief, or the Board's designated administrative representative, upon three days' notice to all Board Members, except in the case of an emergency meeting, which shall be noticed as provided in applicable law. All meetings of the Board are subject to the notice requirements contained in the Minnesota Open Meeting Law, Minnesota ~~Statutes~~Statutes, Chapter 13D.

Subdivision 4. A quorum for the purposes of holding a noticed Board meeting shall consist of four (4) Board Member being present at the meeting. All votes at a properly noticed meeting shall require ~~five (5) affirmative votes a majority~~ of the quorum of Board Members present in order to pass. Procedures of the Board shall be governed by Robert's Rules of Order, and the Board may adopt other rules of procedure and bylaws not inconsistent with this Agreement or applicable law.

Subdivision 5. The officers of the Board shall consist of a Chairperson, Vice-Chairperson, and Secretary chosen by the Board Members. The Chairperson shall act as the presiding officer at all Board meetings and the Vice-Chair shall so act in the absence of the Chairperson. ~~During the first year covered by this Agreement, the positions of Chairperson and Vice Chairperson shall be held by Board Members representing each of the Original Parties.~~Said officers shall alternate between representatives of each city in each succeeding year.

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~~Subdivision 6. For the first year of this Agreement the position of Chairperson shall be held by one of the Board Members appointed by the City of Pequot Lakes and the position of Vice-Chairperson shall be held by one of the Board Members appointed by the City of Breezy Point.~~

Subdivision 76. The Board may enter into a contract with a Party to act as fiscal agent of the District, at a rate to be determined by the Board. The fiscal agent shall process the monthly bills of the Board and/or District and the payroll and submit to the other Parties a detailed report of all expenses described in more detail herein below.

Subdivision 87. There shall be a joint meeting of the City Councils of the Original Parties to this Agreement held one time per year for the first two years of this Agreement and as necessary thereafter.

**ARTICLE VIII
POWERS AND DUTIES OF THE BOARD**

Subdivision 1. The powers and duties of the Board shall include the powers set forth in this Section and all incidental powers reasonably necessary to carry out the purposes of this Agreement.

Subdivision 2. The Board shall have, and is hereby given, all powers, duties and functions enumerated in this Agreement and provided by law, and all such further powers necessary to carry out the intent and purposes of the District as set out in this Agreement, including but not limited to, all of the following:

- a. To control and direct the administration of the affairs of the District;
- b. To make recommendations to the governing bodies of the Parties relating to the District;
- c. To submit a proposed annual District budget to the governing body of each Party before July 15 in each year;
- d. To establish an administrative/organization structure;
- e. To establish and execute operating and capital improvement budgets;
- f. To receive and disburse funds, purchase and sell equipment, and fund all operations of the District;
- g. To enter into fire service contracts and mutual aid agreements with neighboring governmental units as necessary to carry out the functions and operations of the District;
- h. To comply with all public laws applicable to the Parties individually, including but not limited to, the Minnesota Open Meeting Law, Minnesota Government Data Practices Act, and the Minnesota Uniform Municipal Contracting Law;
- i. To hire, terminate and discipline employees of the District and administer all other employee and human resources matters in accordance with applicable law;
- j. To contract with consultants, including but not limited to, accountants, auditors, fiscal agents, engineers, architects, and legal counsel or other services professionals as it determines is necessary and convenient;
- k. To manage, own, lease and operate equipment, vehicles and facilities and buildings;
- l. To perform those functions necessary for protection of the public as authorized by law;
- m. To allocate costs to service recipients and make all operational and Fire Services decisions;

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- n. To establish policies and procedures and safety regulations for operations and Fire Services;
- o. To insure and indemnify the District, the Parties, the Board and employees;
- p. To cause reports, plans, studies, and recommendations to be prepared;
- q. To consider applications from additional local units of government for membership in the District and to become a Party to this Agreement or such other amended Agreement as required by the Board and authorized by the Original Parties;
- r. To adopt bylaws, rules, employee policies, guidelines, and regulations for employees and the operation of the District and its vehicles, equipment, facilities and buildings;
- s. To annually establish and update a capital improvement program/finance plan, including an equipment replacement schedule of not less than ten (10) years' duration;
- t. To purchase or lease land and fire trucks/fire apparatus, and to cause the construction of buildings to implement the purposes of the District, except that any purchase or lease of land, fire trucks/fire apparatus having a cumulative cost in excess \$50,000, or construction or major renovations with a cumulative cost in excess of \$50,000 of a building or facility must be approved by all of the Parties' respective governing bodies. The authority herein shall be subject to the terms and conditions of any leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;
- u. To lease or purchase equipment (including capital equipment) and supplies necessary for the proper operation, care, maintenance, and preservation of the District. The authority herein shall be subject to the terms and conditions of any leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;
- v. To incur debt, as allowed by law, and approve financial obligations of the District, subject to prior approval thereof by all of the Parties respective governing bodies;
- w. To acquire, operate, maintain, replace, and dispose of District vehicles, equipment, and supplies as may be deemed expedient in carrying out the purposes of this Agreement and providing Fire Services. The authority herein shall be subject to the terms and conditions of any leases for buildings, equipment or fire vehicles/apparatus between the District and the Original Parties;
- x. To provide a firefighters' pension benefit through the volunteer firefighter retirement fund under applicable law for eligible employees of the District and to make such contributions to the fund as required by law;
- y. To exercise such other powers of the District as are necessary to carryout, and that are consistent with, the purposes of this Agreement and applicable law;
- z. To establish qualifications and duties for the position of Fire Chief and all other District employees in consultation with the Fire Chief or such other employee as designated by the Board;
- aa. To provide office space, equipment and supplies necessary to accomplish the duties and responsibilities of Fire Services and emergency management within the boundaries of the Parties;
- bb. To enforce the ordinances of the Parties and laws of the State of Minnesota and to provide for emergency management within the boundaries of the Parties;
- cc. To make a financial accounting and report to the Parties at least quarterly each year;
- dd. To make available to the Parties all of its books, reports, and records for examination by the Parties at all reasonable times;

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- ee. To accumulate reasonable reserve funds for the purposes as herein provided and to invest funds not currently needed for its operations in a manner consistent with the laws of the state of Minnesota applicable to the respective Parties;
- ff. To collect monies from Parties subject to this Agreement and manage and account for the same;
- gg. To recommend changes in this Agreement to the Parties, which shall be effective only upon Agreement of all the governing bodies of the Parties;
- hh. To exercise general supervision over Fire Services and emergency management for the Parties;
- ii. To obtain property, workers compensation, errors and omissions, and other liability insurance policies on behalf of itself and all Parties consistent with Minnesota law and sufficient to cover claims arising from the operation of the District, its vehicles and equipment, and the actions of the Board Members and all employees within the scope of their employment; and
- jj. To be responsible for the management of all funds designated in the annual operating budget for the District and the funds designated as contingency funds.

ARTICLE IX
FINANCIAL MATTERS

Subdivision 1. Except as otherwise provided herein, District funds may be expended by the Board in accordance with procedures established by law for the expenditure of funds by Minnesota cities. Orders, checks and drafts shall be signed by at least two authorized persons, who shall be designated by resolution of the Board. Other legal instruments of the Board shall be executed by the Chairperson and the Secretary as designated by the Board.

~~Subdivision 2. — As Original Parties, the City of Pequot Lakes shall contribute \$ 1.00 and the City of Breezy Point shall contribute \$ 1.00 to a fire fund managed by the Board (the "fire fund") for payment of the cost of Fire Services in the budget year of 2022.~~

Subdivision ~~32~~. Beginning ~~in 2023~~May 1, 2028, the annual contribution of each Party to the fire fund for purposes of funding the annual District budget for Fire Services (the "Annual Per Party Contribution") shall be annually adjusted and based on the application of the following formula:

Operating Budget

The annual cost allocation for each Governmental Unit and Original Party shall be calculated as follows:

~~((0.70 x Budget) x Building Market Value Share) + ((0.30 x Budget) x Calls for Service share)~~

Building Market Value Share: Building market value of each Party expressed as a percentage of the sum of the building market value of all Parties.

Calls for Service Share: Calls for service value of each party expressed as a percentage of the

sum of calls for service of the ten (10) preceding years.

Capital Budget

The annual cost allocation for each Original Party shall be calculated as follows:

Original Building Market Value / Total Building Market Value for Original Parties x Budget

Building Market Value Share: Building market value of each Party expressed as a percentage of the sum of the building market value of all Parties.

~~$$S=U+T \times C \div 2$$~~

~~C = Total estimated cost of District operations in dollars.~~

~~S = Annual Per Party Contribution representing each contracting Party's share of total cost expressed in dollars.~~

~~T = Building market value of each Party expressed as a percent of the sum of the building market value of all Parties.~~

~~U = Use of District fire services in each Party's respective jurisdiction expressed as a percent of the total use of fire services by all Parties averaged over a period encompassing the immediately prior 10 years.~~

~~U (Use) + T (Building Market Value) is a method of arriving at the percent of costs that should be charged to each Party.~~

~~To this is added .005 % of the current building market value of the District for Fire Relief Association using the same fair share formula for calculation.~~

Yearly population and market value data of each Party, as applicable, shall be determined by the State Demographer and County Assessor

ARTICLE X
BUDGET AND JOINT FIRE FUND

Subdivision 1. Prior to July 15 in each year, the Board shall submit to each governing body of each Party the District budget for the next fiscal year. Following receipt of the District budget, the governing body of each Party shall act to approve or disapprove the District budget submitted by the Board for the next calendar year. If either of the two governing bodies of the Original Parties do not approve the Board's recommended budget, then the Parties shall forthwith convene a joint meeting of the two city councils to consider the matter. Until the new budget is approved by both Original Parties, continuing District expenditures shall be in accord with the last approved budget.

Subdivision 2. On the first business day of January, April, July, and October of each year, each Party shall pay to a joint fire fund an amount equal to one quarter of that Party's Annual Per Party Contribution share of the annual District budget. The fund shall be administered by the Board or by the Fiscal Agent as designated by the Board. Funds paid therefrom shall be approved by the Board as provided in this Agreement.

Subdivision 3. Interest accruing to the fire fund shall become part of the fire fund and be used towards the District annual budget. Funds on hand at year end shall be reserved and separately accounted to and dedicated for future fire equipment and capital replacement or purchases.

Subdivision 4. The Board shall prepare and submit to the City Administrator of each Party a written quarterly financial report of the Board's revenues and expenditures for the prior quarter and current fiscal year.

Subdivision 5. Fees and payments from all fire contracts and other services rendered shall be deposited into the fire fund upon receipt. Fees and payments for fire contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit is computed.

Subdivision 6. Annual Audit. The Board shall cause to be made an annual, independent, financial audit of the books and records of the District, consistent with the requirements of the State Auditor and in accordance with Generally Accepted Accounting Principles (GAAP), and shall submit such annual audit report to the Parties within four (4) months after the end of each fiscal year (January 1 - December 31). The audit shall be conducted by a qualified independent CPA firm and shall include a review of the District internal and financial control environment as required by current professional auditing standards.

Subdivision 7. Annual Report. The Board will submit an annual fire department/fire services report by July 1 to the governing bodies of the Parties. The report shall include, at minimum, the following:

- a. Budget and actual for the current year of all revenues and expenditures for all operations;
- b. Budget projections for the following 2 years;
- c. Income statement and balance sheet for the current year and the previous 2 years;
- d. Description of fire services provided;
- e. Description of present vehicles and facilities and potential needs;

- f. Fire calls by type;
- g. Response times;
- h. Organization chart;
- i. List of employees and number of employees;
- j. Number of firefighters responding;
- k. Summary of Insurance Services Organization (ISO) scoring and rating; and
- l. Such other information as deemed necessary or relevant to District operations.

Subdivision 8. Fiscal Agent. The Board shall appoint a Fiscal Agent (~~the "Fiscal Agent"~~) to provide budgeting, recordkeeping, and accounting services necessary or convenient for the operations of the District, which may be by a Party, District employees or contractual arrangement with a private consultant. The initial Fiscal Agent shall be the City of ~~Pequot Lakes-Breezy Point~~ who shall serve in such capacity ~~during the remainder of 2022 and through 2023~~ and may continue to serve thereafter unless otherwise determined by the Board. The Fiscal Agent shall be compensated by the District at a rate mutually agreed upon by the Fiscal Agent and the Board. For ~~2022~~2027, the Fiscal Agent shall be compensated by the District ~~in the amount of \$5,000, which~~ The amount may be paid in one lump sum or monthly installments as determined by the Board. ~~Thereafter, the~~ The amount paid to the Fiscal Agent shall be evaluated and set based on an estimate of hours of service needed in the next subsequent year based on tracked hours of service in the immediately prior year and based anticipated hours of service in the immediately subsequent year. ~~This amount is to be included in the budget.~~ The Board may change the Fiscal Agent as it deems necessary from time to time. The Fiscal Agent shall provide services including, but not be limited to the following:

- a. Management of all District funds, including Party contributions and grant monies;
- b. Assist in preparation of budgets and audits; and
- c. Keep and maintain all financial records.

ARTICLE XI ORIGINAL PARTY INVENTORY OF EXISTING REAL PROPERTY, EQUIPMENT AND PERSONAL PROPERTY

Subdivision 1. Any real property purchased or in the possession of a Party prior to the Fire Services Commencement Date shall remain the property of the respective Party.

Subdivision 2. Any equipment, fire apparatus, fire vehicles, or other items of personal property purchased or in the possession of a Party prior to the Fire Services Commencement Date shall remain the property of the respective Party ~~for a period of ten (10) years through April 30, 2032~~, thereafter becoming the property of the District. ~~Any funds generated from the sale of~~ equipment during that time shall become part of the District. An inventory of the property owned by Pequot Lakes is attached hereto and incorporated herein by reference as Exhibit A.

Subdivision 3. After ~~the Fire Services Commencement Date~~ May 1, 2022, all equipment or capital items purchased by the Board with fire funds designated for the District shall be the property of the District.

Subdivision 4. ~~On the Fire Services Commencement Date~~ As of May 1, 2022, the equipment, fire apparatus/vehicles, personal property and other items listed in Exhibit A ~~shall be~~

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~~the became~~ subject ~~of to~~ a lease between Pequot Lakes to the District for use in District operations. The effective date of the Equipment Lease ~~shall be the Fire Services Commencement Date was~~ May 1, 2022. The Equipment Lease Agreement with the District leasing the above listed equipment shall be for One Dollar (\$1.00) paid by the District. The lease term for the lease shall be for a period ending upon the dissolution of the Board and/or the termination of this Agreement, ten (10) years, or the withdrawal of the owning Party, whichever comes first. Termination or withdrawal shall be as otherwise provided in this Agreement with respect to division/disposition of assets.

ARTICLE XII
~~OWNERSHIP~~ OWNERSHIP OF
JOINT EQUIPMENT

Subject to Article XI, the~~The~~ Original Parties shall maintain individual ownership of equipment purchased by each city. In the event that equipment is not purchased separately by one of the Original Parties, the Original Parties shall acquire an undivided interest in any equipment jointly purchased ~~equipment~~ by the Board after the Fire Services Commencement Date in proportion to the amount that each Party ~~has~~ contributed to the cost. A master District inventory of all newly purchased items will be maintained by the District. The inventory will indicate a description of the item, identification or serial numbers, fire department inventory number, the year of purchase, and the total cost of the item. When any equipment listed in Exhibit A or jointly purchased equipment is traded or sold, the trade-in value or sale price will be credited back to the fire fund for use in equipment purchases. In case of dissolution, the division of assets shall be as provided in this Agreement. Title to equipment and vehicles purchased by the District with fire funds shall be held by the District. The Parties agree to establish an equipment/vehicle replacement fund, not to exceed \$50,000 per Party in annual contributions, except by agreement of the Parties. Contributions by Parties for capital equipment shall be as part of the approved budget and included in the respective Party's Annual Per Party Contribution.

ARTICLE XIII
REAL ESTATE (LAND AND BUILDINGS)

Subdivision 1. Pequot Lakes owns a fire station and land upon which it sits located at 4638 Main Street, Pequot Lakes, Minnesota 56472 (the "Pequot Lakes Fire Station" a/k/a Fire Station #1), which prior to the establishment of the District was used by the City of Pequot Lakes Fire Department.

Subdivision 2. Breezy Point owns a fire station and land upon which it sits located at 8361 County Road 11, Breezy Point, Minnesota 56472 (the "Breezy Point Fire Station" a/k/a Fire Station #2), which prior to the establishment of the District was used by the City of Pequot Lakes Fire Department.

Subdivision 3. Pequot Lakes ~~shall execute~~ entered into a Fire Station Lease Agreement (the "Pequot Lakes Lease"), with an effective date ~~being the Fire Services Commencement Date of May 1, 2022~~, with ~~the District-Pequot Lakes~~ leasing the above-referenced land and building to the District for the use thereof by the District for amounts to be paid by the District (the "rent" of \$1.00 annually) as contained in the Pequot Lakes Lease and in accordance with those other terms and conditions contained in the Pequot Lakes Lease. Pequot Lakes shall remain the owner of the Pequot Lakes Fire Station and the real property upon which it is located at all times during the term of the Pequot Lakes Lease. Subject to the Pequot Lakes Lease, any maintenance, alterations or improvements to the Pequot Lakes Fire Station shall be the financial responsibility of the District, and the District shall be responsible for managing and overseeing such maintenance, alterations or improvements.

Subdivision 4. Breezy Point ~~shall execute~~ entered into a Fire Station Lease Agreement (the "Breezy Point Lease"), with an effective date ~~being the Fire Services Commencement Date of May 1, 2022~~, with ~~the District-Breezy Point~~ leasing the above-referenced land and building to the District for the use thereof by the District for amounts to be paid by the District (the "rent" of \$1.00 annually) as contained in the Breezy Point Lease and in accordance with those other terms and conditions contained in the Breezy Point Lease. Breezy Point shall remain the owner of the Breezy Point Fire Station and the real property upon which it is located at all times during the term of the Breezy Point Lease. Subject to the Breezy Point Lease, any maintenance, alterations or improvements to the Breezy Point Fire Station shall be the financial responsibility of the District, and the District shall be responsible for managing and overseeing such maintenance, alterations or improvements.

Subdivision 5. All new joint buildings and land may be owned and to the extent permitted by law, financed by the District, unless the Parties determine otherwise. The cost of new or upgraded facilities must be approved by all the Parties to this Agreement. The District shall be responsible for managing and overseeing the construction of any new joint buildings, including compliance with the requirements of the Uniform Municipal Contracting Law for competitive bidding, as applicable.

**ARTICLE XIV
USE OF EQUIPMENT**

Subdivision 1. District equipment shall be used as follows:

- a. Within the jurisdictions of the Parties.
- b. In areas adjacent to the jurisdictions of the Parties where a fire may spread into them.
- c. In areas served by a Fire Services contract between the District and another governmental unit.
- d. To assist neighboring fire departments as may be agreed upon in a mutual aid agreement between the District and another governmental unit.
- e. To assist with an emergency to areas outside the Parties' jurisdictions of Fire Services contract areas pursuant to Minnesota Statutes, Chapter 12 or when, in the opinion of the Fire Chief, or his or her designated representative, such assistance is necessary for the immediate public safety or for humanitarian reasons. Such assistance must be requested by the governmental body affected or by the fire department of the affected governmental unit.

**ARTICLE XV
TERMINATION, WITHDRAWAL AND DISSOLUTION**

Subdivision 1. Termination. This Agreement shall terminate and the District thereby dissolved upon the occurrence of any one of the following events, whichever occurs first:

- a. When the Parties, by written agreement approved by the governing bodies of each Party, or when the Parties constituting a majority of the Parties hereto if the number of Parties is greater than two, agree to dissolve the District and terminate this Agreement. A termination of this Agreement under this mechanism shall not be effective for at least 12 months from its approval by the Parties, unless an earlier termination date is approved by the Parties.
- b. In the event there are only two Parties to this Agreement, when one Party files a written notice of withdrawal with the other Party. A termination of this Agreement under this mechanism shall not be effective for at least 12 months from the date of notice from the withdrawing Party, unless an earlier termination date is approved by the Parties.
- c. When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- d. When necessitated based upon the failure to obtain the necessary funding from the Parties or grant funding from the State of Minnesota and/or the United States federal government.

Subdivision 2. Effect of Termination/Dissolution of District. Upon termination of this Agreement, the District shall be dissolved and the Board shall provide for the distribution of all of the District's funds and assets in the following manner:

- a. The Board may determine to sell and liquidate any and all non-monetary District assets prior to distribution that are not otherwise owned by a Party individually. Upon dissolution, the Parties will have 120 days to agree upon a division of the assets of the District among themselves. The remaining property jointly acquired by the District shall be sold for a reasonable price on competitive bids and the proceeds divided among the owners in proportion to their contribution to the purchase. The Parties may be bidders at any such sale.

- b. Any and all personal property used by the District and owned by a Party shall be returned to that Party upon dissolution.
- c. Any remaining funds and assets shall be divided and distributed to the Parties in proportion to the percentage of annual contribution of funds by the Party to the District at the time of dissolution.

Subdivision 3. Termination shall not act to discharge any liability incurred by the District or the Parties during the term of this Agreement. Such liability shall continue until discharged by law, this Agreement or any other agreement.

Subdivision 4. If the Parties do not agree on the fair market value of a non-liquid asset, the District may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive.

Subdivision 5. Withdrawal of a Party. A Party may withdraw from this Agreement by providing at least twelve (12) months prior written notice of its intent to withdraw to the other Parties. Withdrawal shall not act to discharge any liability incurred by the Party prior to withdrawal. Such liability shall continue until discharged by law or agreement of the remaining Parties. If a Party withdraws from the District, and the remaining Parties decide to continue the operations of the District under the terms of this Agreement, including any amendment(s) thereto to change the allocation formula, the withdrawing Party shall be entitled to distribution under this Agreement and the remaining Parties shall pay the withdrawing Party for its interest in the District's assets and funds in proportion to the percentage of annual contribution of funds by the Party to the District at the time of withdrawal. If the Parties do not agree on the fair market value of a non-liquid asset, the District may submit the item to a professional appraiser, whose written opinion of the fair market value shall be conclusive. The distribution to the withdrawing Party shall be reduced by the amount of unfunded liabilities or unpaid expenses as of the end of said fiscal year, unless the withdrawing Party assumes responsibility to pay such unfunded liabilities or unpaid expenses. If the withdrawing Party wishes to sell its share, the remaining Party or Parties shall have the right to purchase said share at its current value before it is offered to any other potential purchaser and in any case shall have a right of first refusal at a price equal to that offered by the selling Party by any third party.

Subdivision 6. Withdrawals may be ~~accomplished~~ initiated by the withdrawing Party filing notice with the Secretary of the Board.

ARTICLE XVI
EMPLOYEES AND OTHER DUTIES, OBLIGATIONS AND AUTHORITY

Subdivision 1. The Board shall ensure continuance of a strong District and Fire Services.

~~Subdivision 2. On the Fire Services Commencement Date, all employees of the City of Pequot Lakes Fire Department shall become employees of the District. The only exception shall be for employees that either stated that they are voluntarily resigning from employment with the City of Pequot Lakes Fire Department on such date or do not take the normal and reasonable steps to effectuate their employment with the District as specified by the Board. The Board shall act on or after the Effective Date, but prior to the Fire Services Commencement Date, to effectuate appointment of said employees to the District in order that the same are employees of the District~~

~~upon the Fire Services Commencement Date. The District shall be solely responsible for all aspects of appointing individuals upon the Effective Date and for all aspects related to employment of such individuals upon the Fire Services Commencement Date, including but not limited to compensation and benefits, if any.~~

Subdivision 23. Rules, Policies and Procedures. The Board must, ~~in a reasonable time following the Effective Date, but prior to the Fire Services Commencement Date,~~ adopt and maintain rules, policies, procedures, bylaws and regulations governing operation, management, department structure, personnel administration and all other like matters related to the District and its employees and operations.

Subdivision 43. It shall be the duty and responsibility of the Fire Chief, unless otherwise designated by the Board, to communicate directly with the respective City Councils of the Parties. In the event that a Party deems it necessary to receive direction on any matter, the Fire Chief, unless otherwise designated by the Board, shall attend, or direct a District employee to attend, one City Council meeting per month.

Subdivision 54. The District shall enforce and shall be provided authority to enforce state and federal laws and the ordinances of the Parties to this Agreement in the provision of the Fire Services through proper action of the City Council of said Parties, as applicable.

Subdivision 65. The Board shall manage the District and Fire Services contemplated by this Agreement for the District. ~~Upon the Fire Services Commencement Date the The~~ Board ~~shall assume and be is~~ responsible for workers' compensation, withholding tax, insurance, fringe benefits, social security and all other employer obligations for District employees as may be applicable. Upon the Fire Services Commencement Date, the City of Breezy Point and the City of Pequot Lakes each waive their respective rights to make a claim against the other or District arising out of workers compensation issues involving District employees.

**ARTICLE XVII
ALLOCATION OF RESOURCES**

The Parties recognize that occasions will arise in which demand for Fire Services outlined in this Agreement will exceed the resources available for provision of such Fire Services. In such circumstances, the District shall use its best judgment to prioritize the delivery of Fire Services. The District shall have complete discretion in prioritizing the delivery of Fire Services pursuant to this Agreement.

**ARTICLE XVIII
LIABILITY AND INDEMNIFICATION**

Subdivision 1. The District is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement. The District shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to all of the protections of Minnesota Statutes, Chapter 466.

Subdivision 2. The District shall hold ~~harmless~~ harmless, defend and indemnify the Parties, and their officers, employees, agents, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorneys fees, arising out of the acts or omissions of the District in carrying out the terms of this Agreement. The District's duty to indemnify will be limited to its applicable insurance coverage and does not constitute, or shall be construed as, a waiver by either the District or any or all Parties of any exemptions, immunities, or limitations on liability provided by law of being treated as a single governmental unit as provided in Minnesota Statutes, section 471.59, subdivision 1a. The District's obligation under this section shall survive the termination of this Agreement.

Subdivision 3. Under no circumstances shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466, applicable to any other Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for any Party. Nothing herein shall be construed to provide insurance coverage or indemnification to an officer, employee, or volunteer of any Party for any act or omission for which the officer, employee, or volunteer is guilty of malfeasance in office, willful neglect of duty, or bad faith.

Subdivision 4. To the fullest extent permitted by law, this Agreement and all actions and activities carried out hereunder are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they, together with the District, shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a, provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of another Party. The Parties to this Agreement are not liable for the acts or omissions of another Party to this Agreement except to the extent they have agreed in writing to be responsible for the acts or omissions of the other Parties. In addition to the foregoing, nothing herein shall be construed to waive or limit any exemption or immunity from, or limitation on, liability available to the Parties, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.

Subdivision 5. In the event that is determined, by Court Order or by agreement of all Parties, that an excess or uninsured liability is the responsibility of all Parties, such excess or uninsured liability shall be borne by the Parties in proportion to their population. This does not include the liability of any individual officer, employee, or volunteer which arises from his or her own malfeasance, willful neglect of duty, or bad faith. If a Party has procured or extended insurance coverage pursuant to Minn. Stat. §§ 466.06 or 471.981 in excess of the limits on governmental liability under section 466.04, subdivision 1, covering participation in this Agreement, the procurement of that insurance constitutes a waiver of the limits of governmental liability for that governmental unit only to the extent that valid and collectable insurance or self-insurance, including, where applicable, proceeds from the Minnesota Guarantee Fund, exceeds those limits and covers that Party's liability for the claim, if any.

ARTICLE XIX
INSURANCE

Subdivision 1. The District shall obtain and maintain at all times during the term of this Agreement commercial general liability (CGL), directors and officers, public officials errors and omissions, property insurance for contents and mobile and miscellaneous equipment, property, and auto insurance and such other insurance as it or the Parties deem necessary for the District to fully indemnify the District, the Board, and the Parties for actions or omissions of the District, the Board, and the Parties arising out of this Agreement as well as for employees, vehicles, personal property, facilities and buildings, except as otherwise provide in this Agreement.

Subdivision 2. The level of insurance maintained for each identified category provided herein shall include insurance coverage equal to or greater than the maximum municipal liability limit contained in the Minnesota Tort Claims Act, Minnesota Statutes, section 466.04. The CGL policy shall contain a general aggregate limit not less than \$4,000,000 or the maximum municipal liability limit contained in the Minnesota Tort Claims Act, Minnesota Statutes, section 466.04, whichever is greater. Additionally, the Organization shall maintain workers' compensation coverage for its employees equal to the statutory limits. Each Member shall be named as an additional insured on the Organization's insurance.

ARTICLE XX
NEW MEMBERS

Another governmental unit may be added to this Agreement upon the unanimous approval of all the governing bodies of the Parties and any such amendments to this Agreement as the Parties determine necessary. If approved, the rights and obligations of the new party shall be set forth in a writing amending this Agreement and the new Party shall be fully obligated and bound by the terms of this Agreement as amended. The new Party, based upon a duly adopted resolution of its governing body, shall execute the amended Agreement and file it with the District. A new Party shall not be compensated for any equipment donated to the District. A new Party shall not have an interest in any assets upon withdrawal or dissolution until the new Party has been a member of the District for a period of ten (10) continuous years.

ARTICLE XXI
VOLUNTEER FIREFIGHTER RETIREMENT FUND

Subdivision 1. ~~Pequot Lakes prior to the Effective Date hereof participated~~ The District participates in the Pequot Lakes Fire Relief Association, a nonprofit corporation under the laws of the State of Minnesota, 4638 County Road 11, Pequot Lakes, MN 56472. The District ~~on the Fire Services Commencement Date~~ shall continue to participate in the same, or such other successor fire relief association as authorized by applicable law, and shall be responsible for supporting and funding the same, including any under-funded amount in accordance with applicable law. ~~The District shall contact the same regarding this organizational change immediately following the Effective Date for implementation upon Fire Services Commencement Date and take all actions necessary to make such change to allow existing and new employees of the District to be eligible for participation.~~

Subdivision 2. The Parties agree to contribute to the Pequot Lakes Fire Relief Association for the volunteer firefighter retirement fund annually through the District's budget and Party contribution process. The amount paid by each Party for the volunteer firefighter retirement fund shall be in proportion Party's annual contribution to the District. The Pequot Lakes Fire Relief Association for the volunteer firefighter retirement fund is a separate and independent organization apart from the District. It is up to the Pequot Lakes Fire Relief Association for the volunteer firefighter retirement fund to manage its accounts and allow pension benefit changes as appropriate under governing law.

ARTICLE XXII
GENERAL TERMS

The following general terms shall apply to this Agreement:

- a. Voluntary and Knowing Action. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. Authorized Signatories. The Parties each represent and warrant to the others that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each party indemnifies and holds the others harmless against any breach of the foregoing representation and warranty.
- c. Notices. The Party's representatives for notification for all purposes are:

To City of Pequot Lakes:
City Administrator
City of Pequot Lakes
4638 Main Street
Pequot Lakes, MN 56472

To City of Breezy Point:
City Administrator
City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472
- d. Assignment. This Agreement may not be assigned by a Party without the written consent of the others.
- e. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representatives of all of the Parties hereto. The Board or any Party may propose amendments to this Agreement. The Party seeking to amend shall present the proposed amendment to the other Parties and the Board, as applicable. The Board shall issue a report on all proposed

amendments and its recommendation regarding the proposed amendment. Parties shall act to approve, modify or deny a proposed amendment within ninety (90) days after the Board issues its report concerning the proposed amendment.

- f. Records-Availability and Retention. Pursuant to ~~Minn., State, Statute~~ Minnesota Statutes section 16C.05 subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the District and involve transactions relating to this Agreement.
- g. Governing Law. This Agreement shall be deemed to have been made and accepted in Crow Wing County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- h. Compliance with Laws. The District shall be responsible for compliance with all Federal and State regulations, standards and requirements. The District shall at all times be in compliance with such equipment, employees and training standards as may be required by law.
- i. Dispute Resolution. The Parties agree to engage in good faith to attempt to resolve any disputes that may arise over the establishment, operation, or maintenance of the District.
- j. Data Practices. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, ~~Section~~ section 13.01 *et seq.*
- k. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this Agreement shall not be binding and effective unless made in writing and properly executed by the waiving Party.
- l. Entire Agreement. These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- m. Headings and Captions. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

- n. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of the Parties arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- o. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

[Remainder of page left intentionally blank]

CITY OF PEQUOT LAKES

BY: _____ DATE: _____
Its Mayor

BY: _____ DATE: _____
Its Administrator

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

The foregoing instrument was acknowledge before me this ____ day of _____, 2026, by Tyler Gardner and Emily Johnson, respectively the Mayor and City Administrator of the City of Pequot Lakes, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

Notary Public

IN WITNESS WHEREOF, the undersigned governmental units by action of their respective governing bodies, have caused this agreement to be amended in accordance with the authority of Minnesota Statutes 471.59.

CITY OF BREEZY POINT

BY: _____ DATE: _____
Its Mayor

BY: _____ DATE: _____
Its Administrator

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

The foregoing instrument was acknowledge before me this ____ day of _____, 2026, by Todd Roggenkamp and Allie Polsfuss, respectively the Mayor and City Administrator of the City of Breezy Point, a Minnesota municipal corporation, on behalf of the municipal corporation and pursuant to the authority granted by its City Council.

EXHIBIT A

Pequot Lakes Inventory of Equipment, Fire Apparatus Vehicles and Personal Property

ENGINE 1- 2003 PETERBUILT

1250 GPM PUMP WITH 20 GALLON FOAM CELL, 1000 GALLON TANK

NFPA 1901EQUWMENT

- 24 FT EXTENTION LADDER
- 14 FT ROOF LADDER
- 10 FT ATTIC LADDER
- ELECTRIC PPV FAN
- GAS PPV FAN
- CHAINSAW
- ROOF VENTILATION SAW
- HURST EXTRICATION HYDRAULIC TOOLS (CUTTER, SPREADER & RAM)
WITH GAS POWERED HYDROLIC PUMP WITH 2 - 50 FT HOSES

ENGINE 2 -1995 FORD F-SERIES

1250 GPM PUMP, 1000 GALLON TANK

NFPA 1901 EQUIPMENT

- 24 FT EXTENTION LADDER
- 14 FT ROOF LADDER
- 10 FT ATTIC LADDER
- K DRILL ICE AUGER
- GAS PPV FAN
- CHAIN SAW
- ELECTRIC FAN

ENGINE 3 - 2014 FREIGHTLINER

1250 GPM PUMP WITH 20 GALLON FOAM CELL, 750 GALLON TANK

NFPA 1901 EQUIPMENT

- 24 FT EXTENTION LADDER
- 14 FT ROOF LADDER
- 10 FT ATTIC LADDER
- ELECTRIC PPV FAN
- GAS PPV FAN
- ROOFSAW
- CHAINSAW

Joint Powers Agreement to Provide Fire Services

- ROTARY SAW
- GENESIS ELECTRIC EXTRICATION TOOLS (SPREADER, CUTTER & RAM)
- SPARE BATTERIES FOR EXTRICATION TOOLS

TANKER 1-2000 GMC
250 GPM PUMP, 2000 GALLON TANK

- PORTABLE DUMP TANK
- 2000 GALLON CAPACITY
- FLOATING AUXILLARY PUMP
- 24 FT EXTENTION LADDER

TANKER 2-1992 GMCTOPKICK
250 GPM PUMP, 2000 GALLON TANK

- PORTABLE DUMP TANK
- 2000 GALLON CAPACITY
- 35 FT EXTENTION LADDER
- 24 FT EXTENTION LADDER

TANKER 3 - 2009 FREGHT LINER

- NO PUMP
- 3700 GALLON TANK
- 3000 GALLON CAPACITY DUMP TANK

RESCUE 1- 1999 FORD AMBULANCE

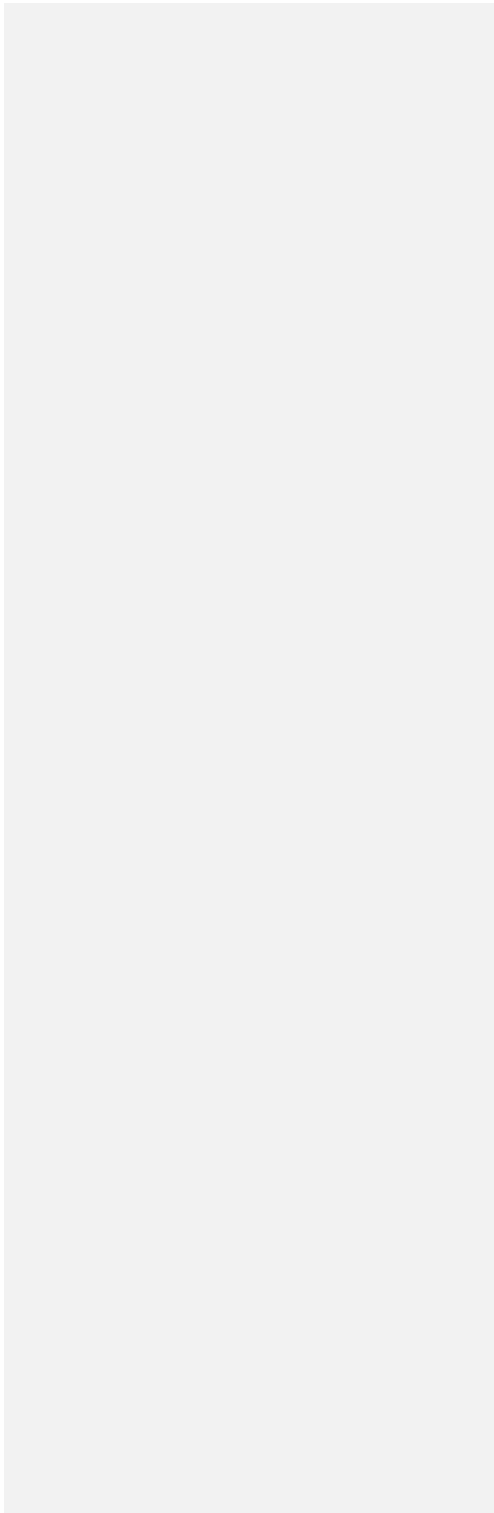
- AXES
- PIKE POLES
- FIRE EXTINGUISHERS
- CHAINSAW
- VARIOUS TOOLS

UTILITY 1- 2005 FORD 550 4 X 4
250 GPM PUMP WITH 10 GALLON FOAM CELL, 250 GALLON TANK

- RESCUE ROPE & ACCESSORIES

UTILITY 2 - 2019 FORD 350 CREW CAB 4 X 4

- 1- EACH: COMMERCIAL FRIDGE, COMMERCIAL DOUBLE OVEN, COMMERCIAL OVEN/RANGE, COMMERCIAL GRADE MIXER
- 7 - COMMERCIAL GRADE GRIDDLES
- 1- CHARBROIL GRILL
- 75-PLASTIC TABLES
- 250 + CHAIRS
- APPROXIMATELY 14,000 FT OF FIRE HOSE
- 50 FT HOSE DRYING RACK
- 3-65 INTVS
- 3 RECLINERS
- 1 FRONT LOADING WASHING MACHINE
- 40 CHAIRS, 20 TABLES, AND 1 PODIUM IN MEETING ROOM
- 2- PORTABLE GENERATORS
- 2-PORTABLE PUMPS
- 2 - GEAR GRID TURNOUT GEAR LOCKERS (6 PACKS)
- 6 - HOES RACKS FOR SPARE HOSE



Joint Powers Agreement to Provide Fire Services

- 200 GALLON SLIDE IN PUMP UNIT

KUBOTA RTV X 900

- SIDE BY SIDE WITH 55 GALLON SLIDE IN UNIT WITH PUMP
- RESCUE STOKES BASKET

14 FT ALUMINUM TRAILER

- USED FOR HAULING KUBOTA SIDE BY SIDE

ENCLOSED TRAILER

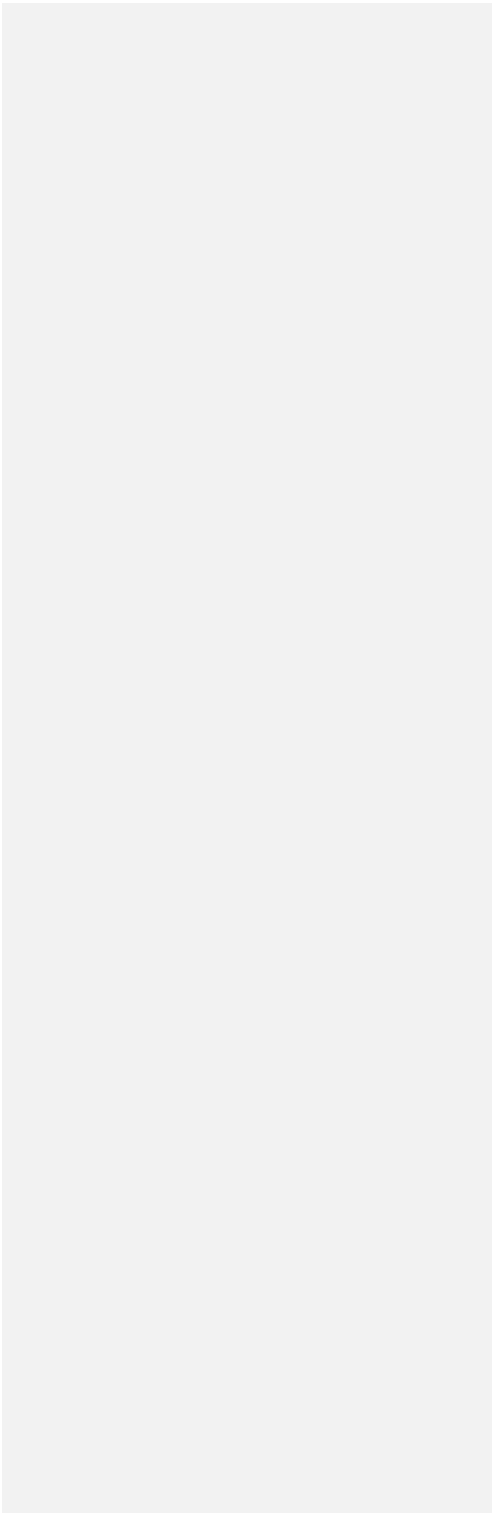
USED FOR ICE RESCUE EQUIPMENT

- ATV RESCUE SLED
- RESCUE ALIVE FLOATING DEVICE
- 8 - "GUMBY" WATER RESCUE DRY SUITS
- 6 - RESCUE ROPE REELS
- LIFE JACKETS

MISC EQUIPMENT

- 2 - MSA 4 GAS MONITORS WITH CALIBRATION STATION
- 2 - BALLARD THERMAL IMAGING CAMERAS WITH EXTRA BATTERIES
- 1-BALLARD TX4 THERMAL IMAGING CAMERA WITH DOCK STATION
- 20- MSA G1 SCBA AIR PACKS
- 40- MSA 45 MIN COMPOSITE AIR BOTTLES
- 30- MSA FACE PIECE FOR AIR PACKS
- 2- SCBA AIR COMPRESSORS FOR FILLING SCBA BOTTLES
- 2- FILL STATIONS FOR FILLING SCBA BOTTLES
- 2- 800 MHZ BASE STATION RADIOS
- 9- 800 MHZ MOBIL RADIOS
- 27 - 800 MHZ PORTABLE RADIOS
- 1- HEATED PRESSURE WASHER
- 1- EXTRACTOR WASHING MACHINE FOR TURN OUT GEAR
- 1- HOSE/ GEAR DRYING CABINET
- 45 -SETS OF TURNOUT GEAR (COAT, PANT, BOOT, GLOVES & HELMET)
- 70- FIREFIGHTER HOODS, PARTICULATE BLOCKING
- 1-GUN SAFE FOR IMPORTANT PAPERS & PICTURES
- 1- ELECTRIC PRESSURE WASHER
- 2- YELLOW OSHA COMBUSTIBLE CABINETS

Joint Powers Agreement to Provide Fire Services





CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item C.

Prepared By: <i>Allie Polsfuss, City Administrator and Janette Rust on behalf of the Finance Committee</i>	Meeting Date: <i>8/3/2026</i>	Item Name: 2027 Proposed Preliminary Levy Discussion
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BACKGROUND

Staff began meeting early this summer to develop departmental budgets and review Capital Improvement Plan (CIP) requests for the 2027 budget. The Finance Committee met on July 9, 2026, to review the preliminary 2027 budget and levy and provided direction to staff on several revisions.

The proposed General Fund Levy, Cemetery Levy, Economic Development Authority (EDA) Levy, Debt Service Levy, and Capital Levy are included in **Attachment A** for Council review. As the Council considers the proposed 2027 budget, staff would also like to highlight the following key items which impact the budget and accounting overall:

- **Accounting and Budget Coding:** Janette has completed a comprehensive review of the City's budget coding and accounting practices. As a result, several expenditures have been reassigned to more appropriate accounts. These administrative changes improve financial reporting but do not have a material impact on the overall budget or levy.
- **Debt Service Reallocation:** The 2026 budget included a debt services payment. Following the City's receipt of the \$1.5 million bond proceeds, the estimated annual debt service payment is approximately \$220,000. Due to the delay in the project, the City will not make its first full debt service payment until 2028. Rather than reducing the 2027 levy and creating a significant levy increase in 2028, staff recommends levying for the \$220,000 to the 401 Capital Revolving Fund in 2027.
- **Road Improvements:** Historically, road improvement expenditures have been budgeted within the General Fund Levy. Beginning with the 2027 budget, these costs have been moved to the 401 Capital Fund Levy to better align funding with capital expenditures.
- **Equipment Capital Improvement Plan (CIP):** Equipment CIP costs previously included in the General Fund have also been transferred to the 401 Capital Fund Levy, consistent with the City's capital funding strategy.
- **Technology Expenses:** Various technology purchases that were previously budgeted in the equipment CIP Levy have been moved to each department's operating budget, reflecting their ongoing operational nature.
- **Employee Wages & Benefits:** Per the pay plan, employees in all departments will receive a 4% COLA. Additionally, we anticipate a large increase in benefit premiums which is proposed to be split in part by employees and employer (*to be discussed with the Personnel Committee.*) In total, these increases account for about 3% of the total levy. We have not officially received the rate increase for 2027, but should have that information for adoption of the preliminary levy.

Preliminary Tax Levy

With the budget as proposed, the estimated preliminary tax levy for General Fund, EDA, Cemetery, Debt Service, and Revolving Capital is **7.79%**.

OVERVIEW

Below is a summary of the major expenditure impacts or changes made in the 2027 levy. Keep in mind, this does not encompass all levy impacts, just important and impactful items to note.

General Fund



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item C.

Department & Line Item Expenditure	Description	Amount (+/-)	Levy Impact (estimated)
City Council 41100	Council Pay	\$3,000	.08%
All departments	Software & IT items	\$13,500	.4%
Fire Services (41317)	2027 Contract services	\$10,981	.3%
Building Inspector 41109	Contracted services	-\$27,713	-.6% <i>(also reflected in revenues)</i>
Planning and Zoning 41308	Contracted services (Placid Lake Advisors deferred 2025 pay)	\$60,000	1.6%
Police Department 41308	Security Monitoring System & Employee Wellness Policy <i>(to be discussed with the Personnel Committee)</i>	\$15,000	.3%
Police Department 41108	Anticipated Severance Pay for Chief to be paid from reserves	No Impact to levy	0%
Public Works 43223	Sand/Salt	\$6,530	.2%
Public Works 41115	Additional Part Time Employee <i>(to be discussed with the Personnel Committee)</i>	\$22,500	.6%
Parks 41308	Grant Writing Services for Parks Master Plan	\$10,000	.3%

EDA Fund (200)

Staff is not proposing any changes to the Economic Development Authority (EDA) levy for 2027.

Cemetery Fund (270)

The proposed budget includes an increase in expenditures to account for Public Works and administrative staff time dedicated to cemetery operations. These personnel costs will now be allocated to the Cemetery Fund to more accurately reflect the cost of providing cemetery services.

Debt Service Fund (300)

Because the City's first bond payment is not due until 2028, staff is proposing to reallocate the 2027 debt service levy to the capital improvement plan levy. This approach helps stabilize future levy increases while allowing the funds to be used for capital needs in 2027.

Revolving Capital Fund (401)

Staff is proposing the establishment of a new Capital Fund to provide a dedicated funding source for the City's ongoing capital needs. This fund will capture expenditures related to road improvement projects and the Equipment Capital Improvement Plan (CIP), creating a more sustainable and transparent approach to funding capital assets. The Finance Committee has reviewed the City's CIP plan which is included in this fund. The CIP will likely change once a Long Range Financial Plan is completed.

STAFF RECOMMENDATION

Staff recommends the Council discuss and direct staff or the Finance Committee to make adjustment to the 2027 Preliminary Budget and Levy prior to the September meeting.

General Fund 100

REVENUES

Revenues - All Departments

30000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
1	31010	Property Taxes	3,112,759	3,081,215	3,366,110	0	0.0%		
2	31900	P & I Delinquent Taxes	67,285	(5,219)	20,000	0	0.0%	20,000	
3	31920	Tax Forfeiture Land Sales	2,154	2,750	7,500	441	5.9%	5,000	
4	36000	Special Assessment / Sewer Principal	0	0	0	0	-	0	
5	36102	Improvement Assessments	0	0	0	0	-	0	
Total			3,182,198	3,078,746	3,393,610	441		25,000	

32000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
6	32000	Licenses & Permits (Short Term Rental)	14,791	16,550	19,200	8,100	42.2%	8,100	Short Term Rentals
7	32100	Business Licenses & Permits	13,620	0	0	11,720	-	11,700	Liquor licenses
8	32170	Golf Cart Permits	14,710	14,981	14,500	10,310	71.1%	14,500	
9	32210	Zoning/Land Use	7,200	4,730	5,000	3,670	73.4%	5,000	
10	32240	Animal Licenses / Impound Fees	585	1,370	500	611	122.1%	500	
11	32300	Building Permits	203,459	218,553	200,000	110,541	55.3%	185,768	Projected 15% decrease as per building official
Total			254,365	256,184	239,200	144,952		225,568	

33000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
12	33100	Federal Grants	0	0	0	0	-	0	Small City Aid Estimate
13	33401	LGA / HACA	69,530	44,889	74,315	0	0.0%	69,000	
14	33410	PERA Aid	0	0	0	0	-	0	
15	33430	Police PERA Aids / Agency Assist	65,161	93,545	70,040	0	0.0%	70,000	
16	33600	State / Local Grants	98,213	49,288	25,000	15,930	63.7%	25,000	
Total			232,904	187,722	169,355	15,930		164,000	

Page Total 3,669,467 3,522,652 3,802,165 161,323 414,568

Revenues - All Departments (Continued)

33500		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
17	39201	Transfer from General Fund	0	0	0	-	0%	0	
Total			0	0	0	-		0	

34000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
18	34101	City Hall Rentals	1,400	350	5,000	815	16.3%	3,000	
19	34103	Community Garden Plot Rentals	-	1,830	3,000	2,690	89.7%	3,000	
Total			1,400	2,180	8,000	3,505		6,000	

35000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
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20	33416	Police Training Reimbursement	7,096	6,961	10,000	-	0.0%	10,000	6% increase per year on most recent contract
21	34201	Police Copies / Other Reimbursement	556	2,798	3,500	1	0.0%	2,000	
22	34202	PS Pelican Twsp Contract	62,500	66,250	70,225	70,225	100.0%	74,439	
23	34203	E911 Addressing	2,790	3,205	2,500	1,285	51.4%	2,500	
24	34206	Police S&S / Nite Cap / HEAT Reimbursement	3,646	6,845	8,000	497	6.2%	7,000	
Total			76,588	86,059	94,225	72,007		95,939	
Page Total			77,988	88,239	102,225	75,512		101,939	

General Fund 100

Revenues - All Departments (Continued)									
38000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
26	33900	Recycling	75	99	100	0	0.0%	100	
27	34100	Reimburse For Services	800	1,086	2,000	660	33.0%	2,000	
28	34300	Highways and Streets	56,536	40,704	2,000	0	0.0%	2,000	
29	34302	Culverts	2,925	3,654	3,000	675	22.5%	3,000	
30	34400	Election Filing Fees	60	0	50	0	0.0%	0	
31	35100	Fines	15,786	17,922	15,000	9,522	63.5%	15,000	
32	35104	Administrative Fines	-	50	50	0	0.0%	50	
33	36103	Assessment Search Fees	3,120	2,670	3,500	2,250	64.3%	3,500	
34	36200	Miscellaneous & Mailbox Supports	7,723	28,102	18,500	594	3.2%	15,000	
35	36210	Interest Income	40,538	39,270	15,000	10,292	68.6%	15,000	
36	36212	Dividends Income	-	0	0	0	-	0	
37	36213	Investments Gains/Losses	23,678	24,512	0	(182)	-	0	
38	36220	Lease Payments Received	2,880	0	0	0	-	0	
39	36230	Donations & Contributions	2,400	150	100	200	200.0%	100	
40	36232	Refunds Received	18,905	8,187	10,000	(6,125)	-61.3%	10,000	
Total			175,428	166,407	69,300	17,886		65,750	
39000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
41	39200	Transfer In	-	1,000,000	0	0	-	76,500	Chief Payout transfer from reserves Fund 401
42	39201	Trrafer from General Fund	-	0	0	0	-	0	Transfer from Cemetery for PW & Admin service
43	39203	Transfer from Other Fund	423,000	5,000	315,000	0	0.0%	10,000	
			423,000	1,005,000	315,000	-	-	86,500	
			4,345,882.21	4,782,298.08	4,288,690.00	254,721.21			
Total Revenue			1,233,123.14	701,082.66	922,580.00	254,721.21		668,756.00	-

EXPENDITURES

Expenditures - City Council

41100		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
44	41100	Compensation	18,605	18,654	18,600	7,752	41.7%	21,600	Mayor \$400, Council \$350
45	41200	FICA & Medicare	1,423	1,423	1,423	593	41.7%	1,652	
46	41220	PERA	360	413	360	570	158.2%	660	
47	41227	State Unemployment Tax	-	0	0	0	-	0	
48	41228	MN Paid Leave Tax	-	0	0	34	-	95	
49	41230	Worker's Compensation Insurance	85	142	120	99	82.2%	120	
50	41304	Training & Education	1,331	0	2,000	54	2.7%	2,000	
51	41308	Professional Services	299	31,993	5,000	0	0.0%	5,000	Council laptops
52	41312	Legal Notices & Publications	684	1,248	600	1,198	199.7%	1,800	
53	41313	Dues & Subscriptions	3,544	3,640	4,000	3,885	97.1%	4,000	
	41400	Office Equipment	-	-	0	0	-	5,000	
54	41322	Combined Utilities	-	0	0	0	-	100	
	42315	General Operating	-	0	0	0	-	100	
Total City Council Expenditure			26,332	57,513	32,103	14,184		42,127.44	

Expenditures - Administration

41300		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
55	41100	Compensation	395,431	245,618	305,320	127,580	41.8%	340,000	
56	41120	Overtime	2,085	11,850	500	828	165.6%	2,000	
57	41122	Elections	4,886	2,051	5,000	0	0.0%	0	
58	41200	FICA & Medicare	25,035	16,369	23,450	9,239	39.4%	26,200	
59	41205	Paid Health & Dental Insurance	47,029	33,292	47,620	28,959	60.8%	50,000	
60	41220	PERA	20,376	16,817	23,000	9,524	41.4%	25,650	
61	41225	Life Insurance	294	309	410	208	50.6%	410	
62	41227	State Unemployment Tax	-	0	1,346	0	0.0%	0	
63	41228	MN Paid Leave Tax	-	0	0	581	-	1,600	
64	41230	Worker's Compensation	2,504	3,146	1,750	1,010	57.7%	2,000	
65	41304	Training & Education	3,356	413	5,300	933	17.6%	5,000	

Expenditures - Administration (continued)

41300		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
66	41305	Travel Expenses	1,180	2,464	1,500	0	0.0%	1,500	
67	41313	Dues & Subscriptions	1,456	989	1,500	346	23.1%	1,500	
68	41321	Telephone	2,485	2,784	3,000	1,438	47.9%	3,000	
69	42315	General Operating	3,904	9,144	8,400	2,558	30.4%	8,000	
70	42320	Repair / Maintenance Supply	200	3,549	1,000	546	54.6%	1,000	
71	47590	Capital Outlay	-	0	0	0	-	0	
72	49721	EOY Fund Balance Transfer	-	0	0	0	-	0	
Total Administration Expenditures			510,220	348,795	429,096	183,749		467,860	

Expenditures - City Attorney

41610		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
73	41310	Legal Services	28,025	18,131	30,000	3,400	11.3%	35,000	
Total City Attorney Expenditures			28,025	18,131	30,000	3,400		35,000	

Expenditures - Other General Govt

41900		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
74	41301	Communications	10,828	10,149	10,000	7,401	74.0%	11,000	10% Caselle increase, \$3500 Laserfiche, \$4000 GOGov/moved \$400 Internet to 41322
75	41303	Animal Control	11,575	11,595	12,500	5,206	41.6%	13,000	
76	41307	Auditing & Accounting	17,947	14,041	20,000	12,354	61.8%	20,000	
77	41308	Professional Services	9,707	135,597	10,500	1,107	10.5%	5,500	
78	41310	Legal/Prosecution Fees	28,026	8,979	9,900	8,979	90.7%	9,500	
79	41311	Engineering Fees	38,633	2,905	2,500	0	0.0%	7,500	
80	41315	Software / IT Support	8,491	14,248	18,500	16,198	87.6%	27,600	
81	41317	Fire Service	241,094	327,784	314,019	78,505	25.0%	325,000	

Expenditures - Other General Govt (continued)

41900		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
82	41318	Benefits Administration	1,375	1,421	1,050	1,017	96.8%	1,050	Copier and postage machine lease (moved from 41400)
83	41319	Other - Reserves	-	31,909	0	0	-	0	
84	41322	Combined Utilities	7,432	14,866	13,000	7,221	55.5%	15,400	
85	41324	Recycling	480	480	500	240	48.0%	500	
86	41400	Office Equipment	3,006	3,891	4,000	2,054	51.3%	3,750	
87	41401	Maintenance Buildings	7,545	8,359	9,200	3,948	42.9%	9,200	
88	41402	Grounds Maintenance	2,214	2,337	3,000	0	0.0%	3,000	
	41415	Other Equipment Leases	-	-	0	0	-	4,000	
89	41810	Refunds / Reimbursements	23	3,304	500	0	0.0%	500	Equipment CIP transfer to 401
90	42312	Motor Fuels	-	0	500	35	6.9%	200	
91	42360	Liability Insurance	7,869	7,256	7,300	5,603	76.8%	7,000	
92	42362	Property Insurance	3,312	3,477	14,650	11,881	81.1%	14,000	
93	43386	Credit Card Processing Fees	-	0	0	0	-	100	
94	47510	Land Acquisition	-	0	0	0	-	0	
95	47533	Road Improvement	-	0	0	0	-	0	
96	49720	Transfer to Other Account	582,000	527,000	281,500	0	0.0%	0	
97	49721	EOY Fund Balance Transfer	-	-	0	0	-	0	
Total Other General Gov't Expenditures			981,557	1,129,599	733,119	161,745		477,800	

Expenditures - Planning & Zoning

41910		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
98	41100	Compensation	93,137	22,276	92,150	30,428	33.0%	125,000	Wage increase 15% decrease in building permit revenue & Inspector Fees
99	41101	Admin / Office Wages	13,283	4,603	28,825	0	0.0%	0	
100	41105	Commission Wages	2,230	1,050	2,500	890	35.6%	5,000	
101	41109	Building Inspector	137,621	127,020	144,750	39,854	27.5%	123,038	
102	41115	Seasonal Wages	-	-	0	0	-	0	
103	41120	Full-Time Employee Overtime	-	38	0	47	-	100	

Expenditures - Planning & Zoning (continued)

41910		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
104	41200	FICA / Medicare	7,878	1,699	7,500	757	10.1%	9,570	
105	41205	Paid Health & Dental Insurance	10,115	2,715	24,475	4,951	20.2%	21,600	
106	41220	PERA	7,641	1,445	7,300	701	9.6%	9,383	
107	41225	Life Insurance	104	22	170	19	11.5%	160	
108	41227	State Unemploye Tax	-	-	547	0	0.0%	0	
109	41228	MN Paid Leave Tax	-	-	0	47	-	550	
110	41230	Worker's Comp	411	695	1,000	176	17.6%	700	

111	41302	E-911 / Permit Expenses	875	800	1,000	225	22.5%	1,000	includes \$60,000 Placid Lake Advisors 2025 services (\$15,000 property file digitization-grant dependent)
112	41304	Training & Education	807	-	2,500	0	0.0%	1,500	
113	41305	Travel Expenses	549	6	500	0	0.0%	600	
114	41308	Professional Services	1,000	16,616	2,000	18,049	902.4%	60,000	
115	41310	Legal Fees	-	-	0	0	-	0	
116	41312	Legal Notices Publishing	1,299	755	1,500	114	7.6%	1,500	\$4000 Municode / moved internet \$150 to 41322 moved internet \$150 from 41315
117	41315	Software / IT Support	3,228	3,682	4,000	2,190	54.7%	9,700	
	41322	Combined Utilities	-	-	0	0	-	150	
118	41358	Mapping	-	-	1,000	0	0.0%	1,000	
119	41810	Refunds / Reimbursements	90	-	100	0	0.0%	100	
120	42315	General Operating Supplies	618	1,889	800	406	50.7%	1,000	
Total Planning & Zoning Expenditures			280,888	185,312	322,617	98,851		371,651	

Expenditures - Public Safety									
42100	Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes	
121	41100	Compensation	716,433	789,166	736,000	335,057	45.5%	829,100	Police Chief Retirement Leave Payout
122	41101	Admin / Office Wages	78,698	52,617	80,000	0	0.0%	0	
	41108	Compensated Absences Payout	-	-	0	0	-	76,500	
123	41110	Part-Time Officer Wages	2,831	-	0	0	-	0	
124	41114	HEAT / Night Cap / Safe & Sober	3,708	4,457	0	0	-	0	
125	41120	Full-Time Employee Overtime	27,847	38,292	35,000	25,825	73.8%	40,000	
126	41200	FICA & Medicare	15,133	15,125	17,253	6,477	37.5%	18,910	

Expenditures - Public Safety (continued)									
42100	Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes	
127	41205	Paid Health & Dental Insurance	124,152	136,651	138,860	87,521	63.0%	154,000	Copier lease moved from 41400 to reflect a rental/lease moved \$24,235 from 41308
128	41220	PERA	137,980	140,273	142,500	72,487	50.9%	145,350	
129	41225	Life Insurance	735	1,092	1,010	588	58.2%	1,010	
130	41227	State Unemployment Tax	-	0	3,591	0	0.0%	0	
131	41228	MN Paid Leave Tax	-	0	0	1,990	-	4,150	
132	41230	Worker's Comp	35,471	48,712	51,500	18,720	36.3%	50,000	
133	41304	Training & Education	13,755	13,871	15,000	4,121	27.5%	15,000	
134	41308	Professional Services	62,124	63,538	91,000	58,100	63.8%	76,000	
135	41310	Legal Services	-	0	0	0	-	0	
136	41315	Software / IT Support	23,993	26,567	28,000	14,309	51.1%	27,765	
137	41321	Telephone	16,221	17,254	18,000	7,548	41.9%	18,000	
138	41322	Combined Utilities	11,345	12,914	15,000	6,841	45.6%	16,680	
139	41400	Office Equipment	1,405	1,824	2,000	838	41.9%	500	
140	41401	Maintenance Buildings	33,208	39,373	45,000	8,207	18.2%	45,000	
141	41402	Grounds Maintenance	1,314	1,606	2,500	219	8.8%	2,500	
	41403	Police Technology Equipment	-	-	0	0	-	4,500	
	41415	Other Equipment Leases	-	-	0	0	-	26,235	
142	42310	Uniforms	12,905	13,793	12,000	1,379	11.5%	15,000	
143	42312	Motor Fuels	21,980	21,845	25,000	9,460	37.8%	25,000	
144	42315	General Operating Supplies	6,029	7,405	10,000	4,648	46.5%	10,000	
145	42320	Repair / Maintenance Supply	18,164	14,383	20,000	6,881	34.4%	20,000	
146	42360	Liability Insurance	23,129	23,473	25,000	19,032	76.1%	25,000	
147	42362	Property Insurance	8,973	9,953	12,250	11,726	95.7%	12,500	
148	42363	Automotive Insurance	13,786	15,493	18,725	15,759	84.2%	17,000	

149	42434	Awards / Grants/ Aid	103,909	63,867	0	15,620	-	0	Expenditures for which grants and / or aid was received Armored Vests (\$10,000) / Night Vision \$2500 (From CIP)
	43240	Small Tools / Minor Equipment	-	-	0	0	-	12,500	
150	47590	Capital Outlay	108,973	30,015	0	0	-		
151	49720	Transfer to Other Account	-	0	0	0	-	0	
Total Public Safety Expenditures			1,624,202	1,603,559	1,545,189	733,351		1,688,200	

General Fund 100

Expenditures - Public Works

	43000	Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
152	41100	Compensation	203,256	216,643	196,225	80,482	41.0%	208,375	One seasonal positions 520 hours \$21 & One part-time (1040 hr) position \$21.60/hr
153	41115	Seasonal / Part Time	3,498	4,107	5,000	756	15.1%	10,385	
154	41120	Full-Time Employee Overtime	1,351	1,459	2,000	(1,017)	-50.9%	2,000	
155	41200	FICA & Medicare	15,316	15,281	15,402	5,926	38.5%	16,900	
156	41205	Paid Health & Dental Insurance	39,395	34,819	35,180	28,411	80.8%	46,250	
157	41220	PERA	15,002	15,128	15,100	6,065	40.2%	16,310	
158	41225	Life Insurance	241	369	290	184	63.4%	290	
159	41227	State Unemployment Tax	-	0	900	0	0.0%	0	
160	41228	MN Paid Leave Tax	-	0	0	370	-	1,000	
161	41230	Worker's Comp	11,599	17,961	13,000	6,663	51.3%	13,500	
162	41304	Training & Education	240	62	1,000	174	17.4%	1,000	
163	41305	Travel Expenses	-	0	500	0	0.0%	500	
164	41308	Professional Services	3,742	7,205	4,000	2,740	68.5%	5,480	
165	41315	Software / IT Support	2,421	2,704	3,280	1,426	43.5%	5,350	
166	41321	Telephone	1,560	1,548	2,000	731	36.5%	1,700	
167	41322	Combined Utilities	5,481	7,601	7,500	3,359	44.8%	7,900	
168	41401	Maintenance Buildings	605	5,950	4,000	1,869	46.7%	4,000	
169	41405	Landscaping	-	200	0	0	-	200	
170	42310	Uniforms	1,336	1,463	1,575	837	53.1%	2,000	
171	42312	Motor Fuels	18,103	18,671	30,000	10,086	33.6%	25,000	
172	42315	General Operating Supplies	2,008	4,578	2,000	938	46.9%	2,000	
173	42320	Repair / Maintenance Supply	54,765	32,259	36,750	10,961	29.8%	30,000	
174	42360	Liability Insurance	1,360	1,175	1,200	914	76.1%	1,000	
175	42362	Property Insurance	4,215	4,896	1,190	2,152	180.8%	2,200	
176	42363	Automotive Insurance	2,298	2,582	3,125	2,629	84.1%	2,700	
177	43223	Salt / Sand	8,633	9,266	9,000	5,530	61.4%	15,530	Ordered an extra 20 tons in early 2026
178	43224	Aggregate Material	69,324	19,558	26,250	164	0.6%	25,000	
179	43225	Blacktop Repair	49,740	9,877	26,250	1,647	6.3%	25,000	
180	43226	Sign Materials	2,630	2,844	3,000	617	20.6%	2,000	

Expenditures - Public Works (continued)

43000		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
181	43228	Equipment Rental	844	85	1,500	0	0.0%	1,500	moved to capital fund 401
182	43229	Culverts / Mailbox Supports	4,242	3,111	2,500	3,750	150.0%	3,000	
183	43240	Small Tools	1,797	449	2,000	474	23.7%	2,000	
184	46600	Capital Lease Principal	-	0	0	0	-		
185	46601	Capital Lease Interest	-	0	0	0	-		
186	46813	Long-Term Debt Allowance	-	0	0	0	-		
187	47531	Dustcoating	31,216	32,777	35,000	33,448	95.6%	36,500	
188	47533	Road Improvement	-	35,130	600,000	70,022	11.7%	0	

189	47590	Capital Outlay	154,824	0	0	0	-	0
190	49720	Transfer to Other Account	50,000	0	0	0	-	0
191	49721	EOY Fund Balance Transfer	-	0	0	0	-	0
Total Public Works Expenditures			761,042	509,757	1,086,717	282,306		516,570

- Parks & Recreation (Operating)

45100		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
192	41100	Compensation	13,370	22,059	37,733	23,821	63.1%	61,760	One seasonal positions 520 hours \$21 & One part-time (1040 hr) position \$21.60/hr
193	41101	Admin Wages	11,695	3,058	19,000	0	0.0%	0	
194	41115	Seasonal Part Time	-	0	8,500	0	0.0%	8,375	
195	41120	Full-time Employee Overtime	107	215	500	42	8.3%	500	
196	41200	FICA & Medicare	1,859	1,791	4,500	1,743	38.7%	5,410	
197	41205	Paid Health & Dental Insurance	3,202	4,683	9,500	5,295	55.7%	9,850	
198	41220	PERA	1,855	1,800	4,610	1,774	38.5%	5,100	
199	41225	Life Insurance	27	66	76	44	58.1%	90	
200	41227	State Unemployment Tax	-	0	306	0	0.0%	0	
201	41228	MN Paid Leave Tax	-	0	0	108	-	315	
202	41230	Worker's Comp	306	609	3,100	570	18.4%	2,000	

Expenditures - Parks & Recreation (Continued)

45100		Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	Notes
203	41308	Professional Services	4,745	5,485	5,000	2,111	42.2%	15,500	Widseth Grant Writing Services \$10,000
204	41400	Office Equipment	-	0	250	0	0.0%	0	
205	41401	Maintenance Buildings	-	235	500	240	48.0%	525	
206	41405	Landscaping	377	10,907	5,000	337	6.7%	5,000	
207	42312	Motor Fuels	754	925	2,500	105	4.2%	1,500	
208	42315	General Operating Supplies	5,119	5,251	5,000	4,161	83.2%	6,000	
209	42360	Liability Insurance	214	242	275	204	74.1%	275	
210	42362	Property Insurance	5,300	6,160	2,000	3,075	153.8%	3,100	
211	43228	Equipment Rental	-	95	500	244	48.8%	500	
212	45530	Beach Improvements	-	755	500	0	0.0%	500	
213	47580	Equipment Outlay	-	0	500	0	0.0%	500	
214	47590	Capital Outlay	37,330	3,597	0	0	-	0	
215	49720	Transfer to Other Account	10,000	0	0	0	-	0	
216	49721	EOY Fund Balance Transfer	-	0	0	0	-	0	
Total Parks & Recreation Expenditures			96,259	67,932	109,850	43,875		126,800	

General Fund 100

Summary

Expenditures		2024 Actual	2025 Actual	2026 Budget	6/30/26 2026 YTD	% of Budget	2027 Budget	
198	City Council	26,332	57,513	32,103	14,184	0%	42,127	
199	Administration	510,220	348,795	429,096	183,749	0%	467,860	
200	City Attorney	28,025	18,131	30,000	3,400	0%	35,000	
201	Other General Government	981,557	1,129,599	733,119	161,745	0%	477,800	
202	Planning & Zoning	280,888	185,312	322,617	98,851	0%	371,651	
203	Public Safety	1,624,202	1,603,559	1,545,189	733,351	0%	1,688,200	
204	Public Works	761,042	509,757	1,086,717	282,306	0%	516,570	
205	Parks & Recreation (Operating)	96,259	67,932	109,850	43,875	0%	126,800	

Total Expenditures	4,308,524	3,920,598	4,288,691	1,521,462	3,726,008
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General Fund Levy			3,057,252		
Preliminary GF Levy Increase			(308,858)		
Preliminary GF % Increase			-9.18%		

EDA 200**Revenues - All Departments**

46500	Description	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget	Notes
31010	Property Tax	3,650	3,650	0	3,650	
36200	Misc Revenue	0	0		0	
36210	Interest	110	15	42	15	
36213	Investments Gains/Loses	64	0	2	0	
Total		3,824	3,665	43	3,665	

EDA Fund 200**Expenditures - All Departments**

46500	Description	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget	Notes
42315	General Operating	0	0	0	0	
46491	Donations	1,675	3,650	0	3,650	
49720	Transfer from Other Fund	0	0	0	0	
Total		1,675	3,650	0	3,650	

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

Cemetery Revenue Fund 270

Section 7, Item C.

00000	Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget
31010	Property Tax	20,000	20,000	20,000	0	26,000
34000	Charge for Services	2,622	5,240	3,000	836	3,000
34940	Lot Sales	14,210	10,900	8,000	13,640	8,000
34942	Perpetual Care	1,920	1,056	1,500	0	1,500
36200	Misc / Butterfly Event	5,960	4,098	4,000	0	4,000
36210	Interest	5,523	5,396	2,500	1,822	2,500
36213	Investments Gains / Loses	3,067	2,920	0	112	0
36230	Contributions & Donations	-	0	0	50	0
39200	Transfer In	-	0	0	0	0
Total		53,302	49,610	39,000	16,460	45,000

Expenditures - All Departments

49010	Description	2024 Actual	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget
41308	Professional Services	16,069	11,263	20,000	1,315	20,500
41313	Dues & Subscriptions	0	0	125	0	0
41322	Combined Utilities	2,482	2,083	2,000	491	2,250
41405	Landscaping	2,813	1,582	4,000	1,675	4,000
41810	Refunds / Reimbursements	0	0	0	0	0
42315	General Operating Supplies	1,157	1,025	1,500	218	1,500
42362	Property Insurance	771	869	400	746	800
43240	Small Tools	0	0	0	12	0
43386	Credit Card Processing Fees	0	0	0	0	50
47534	Site Improvements	19,181	833	20,000	0	0
49438	Event Expo	2,650	2,617	2,500	0	2,900
49439	Markers	4,175	4,059	2,000	806	3,000
49720	Transfer to Other Account	5,000	5,000	5,000	0	10,000
Total		54,297	29,331	57,525	5,262	45,000

Cemetery Fund Levy 26,000
Preliminary Cemetery Levy Incr 6,000
Preliminary Cemetery % Increase **30.00%**

Notes

Notes

Administrative Time

Revenues - All Departments

Description		2024 Actual	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget	Notes
31010	Property Taxes - Current	0	0	0	0		
31810	Franchise Fees	0	11,163	0	0	0	
33900	Recycling	0	0	0	0	0	
34202	Forfeiture - Drugs	179	498	0	0	0	
34204	Forfeitures - Alcohol	0	0	0	0	0	
36000	Special Assessments	39,520	46,843	0	32,225	0	
36101	2005 Improvement Assessments	0	0	0	0	0	
36102	2008 Improvement Assessments	3,625	0	0	0	0	
36201	Sold Property Revenue	9,866	0	0	0	0	
36202	Sold Property Revenue	0	7,800	0	0	0	
36203	Sold Property Revenue	0	4,885	0	0	0	
36210	Interest Income	76,218	44,941	0	6,301	0	
36211	Insurance Dividends	0	0	0	0	0	
36213	Investments Gains/Loses	42,680	17,542	0	360	0	
39201	Transfer from General Fund	0	0	0	0	0	
41940	Well Maintenanc (Transfer from GF)	0	0	0	0	0	
46430	Miscellaneous	0	(6,258)	0	0	0	
31900-39201	Transfer from GF	0		281,500	0	0	
31950-39201	Transfer In	230,000	270,000	0	0	0	
32100-39201	Transfer from GF	0	0	0	0	0	
33000-39201	Transfer from GF	50,000	0	0	0	0	
33101-39201	Transfer from GF - Signs	0	0	0	0	0	
33121-39201	Transfer from GF- Road Improvements	342,000	0	0	0	0	
35100-39201	Transfer from GF- Parks	10,000	0	0	0	0	
35201-45629	Forfeiture - Alcohol	0	0	0	0	0	
35202-44630	Forfeiture - Drugs	0	0	0	498	0	
39211-39201	Transfer from GF - Accrued Emp Liab	10,000	0	0	0	0	
39203	Transfer from Other fund	0	0	0	0	0	
45200-36234	Parkland Dedication Donations	0	9,830	0	0		
		814,089	407,244	281,500	39,384	0	

Expenditures

Description		2024 Actual	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget	Notes
41100-41315	Software / IT Support	0	0	24,500	4,275		Capital Replenish
41100-47590	Capital Outlay	0	0	0	0		
41300-42315	General Operating	0	2,585	0	3,146		
41300-47590	Capital Outlay	499,286	2,704,692	0	30,349	40,000	
41300-49720	Transfer to Other Account	418,000	(257,000)	0	0		
41810-42315	General Operating	0	3,773	0	0		
41810-49720	Transfer to Other Account	0	0	0	0		
41900-41308	Professional Services	738,404	212,722	0	38,251		
41900-47533	Road Improvement	0	0	0	0		
41900-47595	Land Acquisition / Easements	0	255,482	0	7,031		
41910-41308	Professional Services - P&Z	0	0	0	0		
42100-36230	Donations - PD	0	100	0	0		
42100-47580	Equipment Outlay - Police	0	0	0	0	55,000	Heart Monitor
42100-47590	Capital Outlay	0	87,652	97,000	58,373	75,000	Squad Car
43000-47533	Road Improvement	0	0	0	0	450,000	Skidsteer and trailer Plow Truck (1/2)
43000-47580	Equipment Outlay - Public Works	0	0	0	0	70,000	
43000-47590	Capital Outlay	145,797	0	80,000	0	145,750	
43000-49720	Transfer to Other Account	0	0	310,000	0		Future Master Park Plan Improvements
43121-48626	2007 Rd/Util Improvement	99,864	23,955	0	0		
45100-36230	Contributions and Donations	0	875	0	0		
45100-41308	Professional Services - Parks	0	11,586	0	17,099		
45100-47534	Site Improvements - Parks	0	0	0	0	60,000	
45100-47580	Equipment Outlay - Parks	0	0	0	0		
45100-47590	Capital Outlay - Parks	6,535	(535)	30,000	0		
45200-39203	Transfer from Other Account	0	0	0	0		
45200-47510	Land Acquisition - Parkland	0	0	0	2,258		
49211-49720	Transfer to Other Account - Emp Liab	0	0	0	0	76,500	Police Chief Retirement Leave Payout not levied, taken from reserves
		1,907,886	3,045,887	541,500	160,780	972,250	

Capital Fund 401

Summary

Description		2024 Actual	2025 Actual	2026 Budget	6/30/26 YTD	2027 Budget	Notes
41100	Council	0	0	24,500	4,275	0	
41300	Administration	917,286	2,450,277	0	33,495	40,000	
41810	General	0	3,773	0	0	0	
41900	Other General Gov't	738,404	468,203	0	45,281	0	
41910	Planning & Zoning	0	0	0	0	0	
42100	Public Safety	0	87,752	97,000	58,373	130,000	
43000	Public Works	145,797	0	390,000	0	215,750	
43121	Road Improvements	99,864	23,955	0	0	450,000	
45100	Parks & Rec	6,535	11,926	30,000	17,099	60,000	
45200	Parkland Dedication	0	0	0	2,258	0	
49211	Accrued Employee Liabilities	0	0	0	0	76,500	
Fund 401	Total Expenditures	1,907,886	3,045,887	541,500	160,780	972,250	
	Capital Fund Levy	895,750					
	Preliminary Capital Levy Increase	895,750					

Debt Service Fund 300**Revenues - All Departments**

00000	Description	2025 Acutal	2026 Budget	6/30/26 YTD	2027 Budget	Notes
36108	2007 GO Rd/Sew Bond (RE:2012)	280,000	0	0	0	
36110	Ad Valorem Tax-08 GO Rd Imp Bond	0	305,000	0	0	
36116	Ad Valorem Tx-79 GO Sewer Bond	0	0	0	0	
36119	Ad Valorem 2012A Cross Over Adv Ref Bnd	0	0	0	0	
36199	2024A Equip Cert Ladder Truck	60,569	132,563	30,625	123,000	
36210	Interest Income	10,497	0	4,850	0	
36213	Investment Gain / Loss	6,109	0	281	0	
39200	Transfer In	0	0	0	0	
Total		357,175	437,563	35,757	123,000	

Expenditures

47000	Description	2025 Acutal	2026 Budget	6/30/26 YTD	2027 Budget	Notes
47620	Fiscal Agent Fees	0	0	0	0	
47637	Bond Interest	0	0	0	63,250	Funded from existing Fund 300 balance (\$585,000z) not new levy \$\$
47638	Bond Principal	0	305,000	0	0	First principal payment not due until 2028
48000	2008 Road Improvement Interest	0	0	0	0	
49720	Transfer to Other Account	0	0	0	0	\$85,000 Roads, \$220,000 Equipment CIP
Total		0	305,000	0	63,250	

2024A Equipment Certificates Expenditures

47010	Description	2025 Acutal	2026 Budget	6/30/26 YTD	2027 Budget	Notes
47620	Paying Agent Fees	33	0	0	400	
47637	Bond Interest	60,569	61,250	30,625	58,000	
47638	Bond Principal	0	71,313	0	65,000	
		60,603	132,563	30,625	\$123,400	

Debt Service Fund Levy 0
Preliminary Debt Service Levy Increase (314,563)
Preliminary Debt Service % Increase -71.89%

CITY OF BREEZY POINT

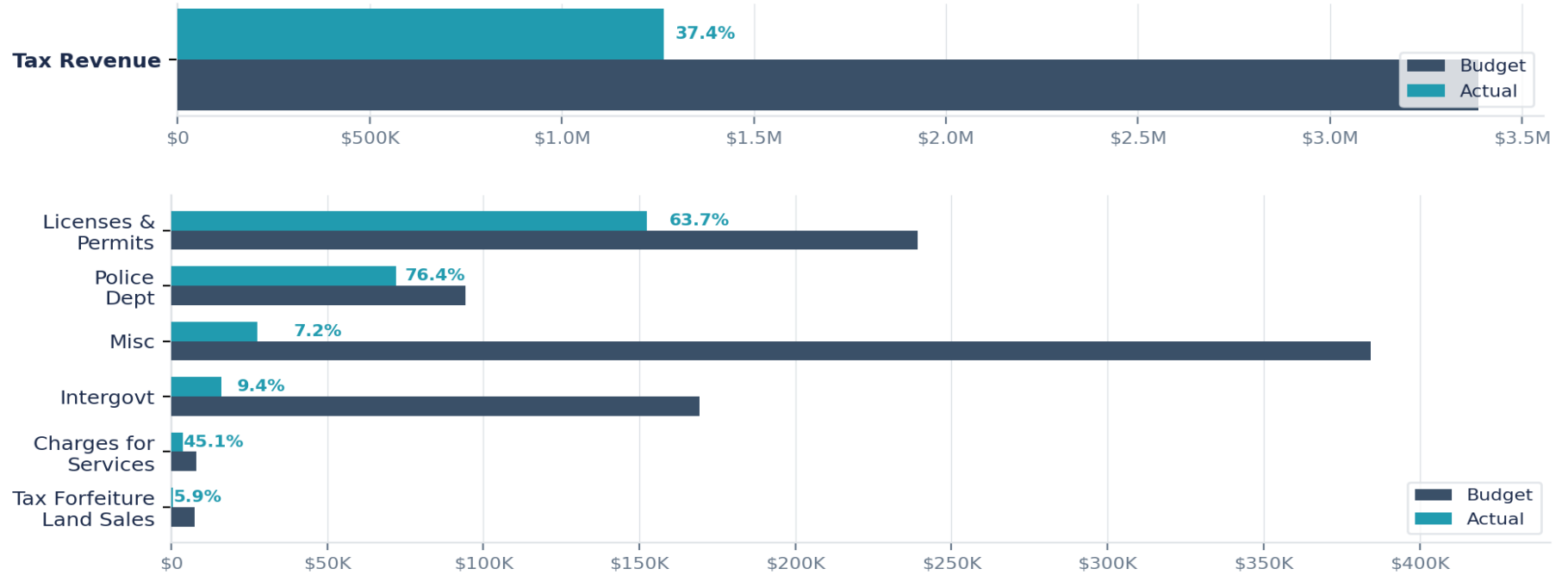
Budget to Actual Report | General Fund

As of June 30, 2026 (Q2)

Category	2026 Actual	2026 Budget	% of Budget	Notes
REVENUES				
Tax Revenue	\$1,265,902	\$3,386,110	37.4%	Property taxes received in June, July & December
Tax Forfeiture Land Sales	\$441	\$7,500	5.9%	
Licenses & Permits	\$152,379	\$239,200	63.7%	2nd & 3rd quarter is the busy time for permits
Intergovernmental	\$15,930	\$169,355	9.4%	Funds received later in the year
Charges for Services	\$3,605	\$8,000	45.1%	
Police Department	\$72,007	\$94,225	76.4%	Funds received June and November
Miscellaneous	\$27,696	\$384,300	7.2%	Transfer in at end of year (\$315,000)
Total Revenues	\$1,537,960	\$4,288,690	35.9%	
EXPENDITURES BY DEPARTMENT				
Council	\$15,915	\$32,103	49.6%	
Administration	\$216,753	\$429,095	50.5%	
City Attorney	\$8,008	\$30,000	26.7%	
Other General Government	\$251,800	\$733,119	34.4%	Transfer out to Capital Fund end of year (\$281,500)
Planning & Zoning	\$128,502	\$322,618	39.8%	Bulk of services provided in 2nd & 3rd quarter
Police	\$865,669	\$1,545,188	56.0%	Accrued leave payout on termed employee
Public Works	\$320,490	\$1,086,717	29.5%	Road work in 2nd & 3rd quarter
Parks & Recreation	\$61,405	\$109,850	55.9%	
Total Expenditures	\$1,868,541	\$4,288,690	43.6%	
Net Position (Rev – Exp)	(\$330,581)	\$0	–	

General Fund Revenues – Q2 2026

Actual vs. Budget by Category



\$1,537,960

Total Actual

\$4,288,690

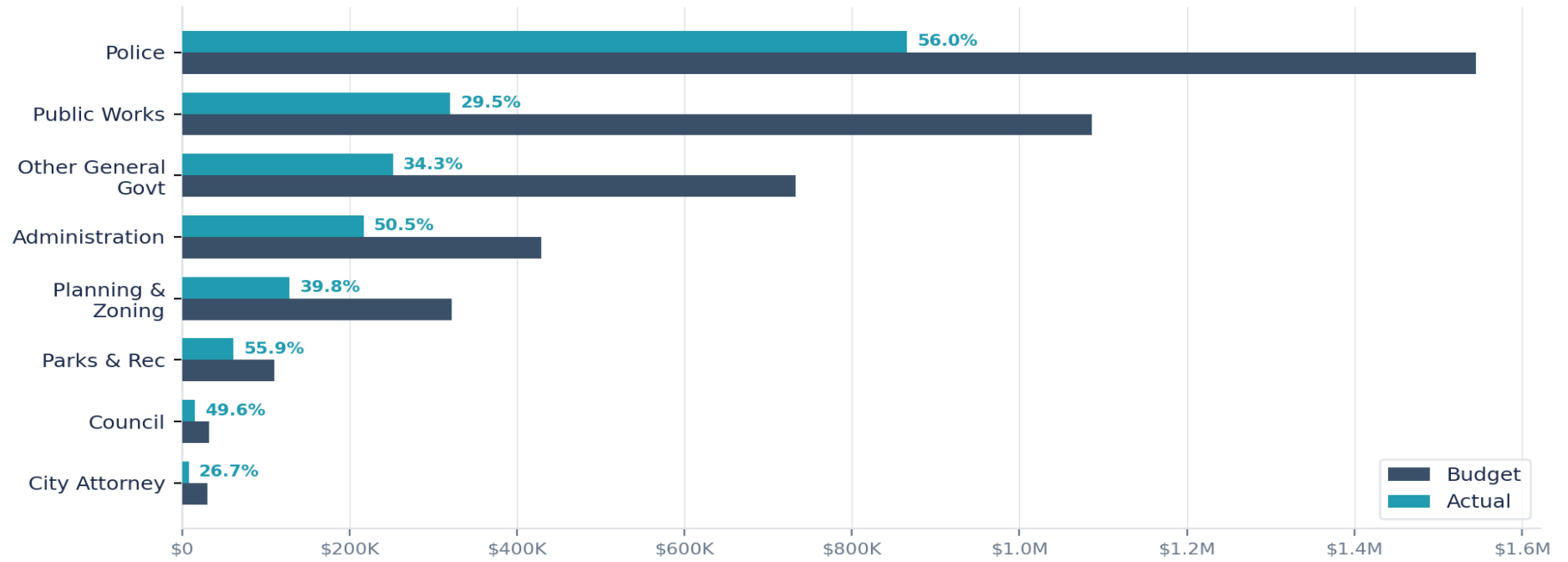
Total Budget

35.9%

% Collected

General Fund Expenditures – Q2 2026

Actual vs. Budget by Department



\$1,868,541

Total Actual

\$4,288,690

Total Budget

43.6%

% Spent

CITY OF BREEZY POINT

All Funds Budget to Actual Summary | As of June 30, 2026 (Q2)

Fund / Category	2026 Actual	2026 Budget	% of Budget	Notes
GENERAL FUND				
Revenues	\$1,537,960	\$4,288,690	35.9%	Property taxes rec'd June, July & Dec
Expenditures	\$1,868,541	\$4,288,690	43.6%	
Net (Rev – Exp)	(\$330,581)	–	–	
EDA FUND				
Revenues	\$1,202	\$3,665	32.8%	Property taxes rec'd June, July & Dec
Expenditures	\$0	\$3,665	–	
Net (Rev – Exp)	\$1,202	–	–	
TIF FUND				
Revenues	\$0	\$15,500	–	Property taxes rec'd June, July & Dec
Expenditures	\$7,784	\$15,150	51.4%	TIF payments due February & August
Net (Rev – Exp)	(\$7,784)	\$350	–	
CEMETERY FUND				
Revenues	\$24,731	\$39,000	63.4%	Property taxes rec'd June, July & Dec
Expenditures	\$9,980	\$57,525	17.3%	Most expenditures in 2nd & 3rd quarter
Net (Rev – Exp)	\$14,751	(\$18,525)	–	
DEBT SERVICE FUND				
Revenues	\$133,104	\$437,563	30.4%	Property taxes rec'd June, July & Dec
Expenditures	\$30,625	\$437,563	7.0%	Bond payments due June & December
Net (Rev – Exp)	\$102,479	–	–	
CAPITAL FUND				
Revenues	\$54,567	\$281,500	19.4%	Property taxes rec'd June, July & Dec
Expenditures	\$214,172	\$541,500	39.6%	
Net (Rev – Exp)	(\$159,605)	(\$260,000)	–	
SEWER OPERATING				
Revenues	\$301,310	\$538,550	56.0%	
Expenditures	\$269,821	\$538,550	50.1%	
Net (Rev – Exp)	\$31,489	–	–	
SEWER CAPITAL				
Revenues	\$69,819	\$130,000	53.7%	Special assessments June, July & Dec
Expenditures	\$21,982	\$85,000	25.9%	
Net (Rev – Exp)	\$47,837	\$45,000	–	