



SPECIAL CITY COUNCIL MEETING

Monday, September 14, 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. SPECIAL PRESENTATIONS

A. Lifesaving Awards- Sergeant Joe Garcia and Officer Kiel Rustad

5. 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.

6. CONSENT AGENDA

A. Approve City Council Meeting Minutes from August 3, 2026

B. Approve Claims Totaling \$363,537.36; Checks 141335-141391 and eChecks 4142-4151

C. Approve Promotion of Nick Salvevold from Police Officer to Police Officer/EMT

D. Approve Promotion of Marshall Garbe from Police Officer to Police Officer/EMT

E. Approve Law Enforcement Wellness Visit Program

F. Approve Part-Time Public Works Position

G. Approve Conditional Offer for Owen Dabill Effective September 15, 2026

H. Approve Pay Application #2 for 2026 Street Improvement Project

I. Authorize the Breezy Point Police Department to seek Sourcwell Grants

J. Res. No. 46-2026 Supporting and Authorizing Application for Sourcwell Impact Funding

K. Res. No 47-2026 Accepting Butterfly Release Event Donations

7. PUBLIC HEARING

- [A.](#) Consider Res. No. 48-2026 Approving Second Modification to Redevelopment Plan

8. BUSINESS ITEMS

- [A.](#) 2027 Street Improvement Project Proposal
- [B.](#) Approve Shared Road Services Agreement with Pelican Township
- [C.](#) Approve Commercial Building Lease with Tremolo Communications
- [D.](#) Award Construction Bid for 2026 Buschmann Road Street Improvement Project to Kern & Tabery, Inc.
- [E.](#) Approve WSB Proposal for Construction Administration for Buschmann Road Street Improvement Project
- [F.](#) Res. No. 49-2027 Adopting the 2027 Preliminary Budget
- [G.](#) Request to Reschedule November City Council Meeting

9. DEPARTMENTAL UPDATES

- [A.](#) July Cash and Investments- *Informational*
- [B.](#) Police Department Report- *Informational*

10. ADJOURN



CITY COUNCIL MEETING

AGENDA ITEM

Section 4, ItemA.

Prepared By: <i>Brian Sandell, Chief of Police</i>	Meeting Date: <i>September 14, 2026</i>	Item Name: <i>Lifesaving Awards</i>
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BACKGROUND/DISCUSSION

Lifesaving award to Paramedic Sgt Garcia for a respiratory arrest call.

Lifesaving award to EMT Officer Rustad for an anaphylactic shock call.

Information on our medical programs being highlighted at the Minnesota Medical Director's Conference.
(Provided by Sgt Garcia)

STAFF RECOMMENDATION

Present Lifesaving Awards to Sgt Garcia and Officer Rustad.

Breezy Point City Council Meeting Minutes August 3, 2026, 6:30 PM

Mayor Roggenkamp called the City Council meeting to order at 6:30 PM on Monday, August 3, 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, Zoning Administrator Anthony Moberg, Police Chief Brian Sandell, City Clerk Deb Runksmeier, Public Works Director Joe Zierden, and Nick Peterson with Widseth Engineering.

Open Forum

Mayor Roggenkamp read the Open Forum guidelines into the record, noting that individual remarks are limited to three minutes per speaker and that no council action would be taken. The Mayor asked three times if any residents wished to address the council. Hearing none, Open Forum was closed.

Public Hearing

Ordinance 03-2026 Amending Council Salaries

Administrator Polsfuss provided background, explaining that at the June meeting the council reviewed current council salaries in comparison to surrounding communities and directed staff to adjust both the mayor and council member salaries by \$50 per meeting. Because council salaries are authorized by ordinance, a public hearing was required. Ordinance No. 03-2026 was recommended for approval with an effective date of January 1, 2027. The Mayor opened the public hearing and asked three times if any residents wished to comment. Hearing none, the public hearing was closed. Council member Moroni requested clarification that while the ordinance adoption date and its effective date differ, it would not take effect until January 2027, which was confirmed.

Council member Moroni moved to approve Ordinance 03-2026 to increase council member salaries starting in 2027. Council member Jensen seconded. The motion carried 5-0.

Consent Agenda

Mayor Roggenkamp read all items on the consent agenda into the record.

- Approve City Council Meeting Minutes from July 6, 2026
- Approve Claims Totaling \$158,853.63; Checks: 141272-141334 and eChecks: 4131-4138

- Approve Joint Powers Agreement with Crow Wing County for Police Department Records Management Services.
- Approve Right of Entry Agreement with Minnesota Power.
- Approve Resolution 38-2026 Supporting and Authorizing Application for Sourcewell Third Party Services
- Approve Resolution 39-2026 Supporting and Authorizing the Application for Sourcewell Community Impact Funding
- Approve Resolution 40-2026 Appointing Election Judges for August 11 and November 3, 2026
- Approve Resolution 41-2026 Governing Write-In Vote Counting
- Approve Resolution 43-2026 Decertifying Special Assessment for 2019 Street and Sewer Improvement Project

Council member Moroni requested that item 6.I., Resolution No. 42-26 Declaring Property Surplus and Authorizing its Sale, be removed from the consent agenda and placed as a new Business Item 7.E. for further discussion.

Council member Ball moved to approve the consent agenda as amended with removal of 6.I. Council member Moroni seconded. The motion carried 5-0.

Petition to Rezone Application 26-001

Planning and Zoning Administrator Anthony Moberg presented background on Petition to Rezone Application 26-001, noting that at its July 14, 2026 meeting, the Planning Commission voted to recommend denial of the petition to rezone the described property from Urban Reserve to Commercial. The applicant, Holly Santana, addressed the council.

Council member Jensen stated he had rewatched the Planning and Zoning meeting video and agreed with the recommendation for denial, noting that neighboring residents were not opposed to the food truck itself, but to commercial rezoning of a property never intended to be commercial. Council member Scott expressed sympathy for the property owner and noted that given the surrounding land use, a commercial designation did not seem unreasonable. He questioned whether an interim use permit or home occupation permit might be a viable alternative approach. Council member Ball expressed difficulty in approving a single-lot rezoning to commercial, suggesting it would make more sense if a wider area were being reconsidered. She noted a previous discussion about identifying city locations where food trucks could operate. Council member Moroni agreed that rezoning a single parcel could be viewed as spot zoning, and suggested the city pause enforcement while staff, council, and the planning commission explore broader solutions, including whether food truck operations could be permitted under a different framework near County Road 11. Mayor Roggenkamp stated he was not in favor of the rezoning at this time, commended the applicant for exploring alternatives, and supported directing staff to develop longer-range solutions, whether through ordinance, a designated city area, or other means.

The administrator summarized the council's direction as: (1) deny the rezoning per the Planning Commission recommendation, and (2) place a pause on enforcement while staff and the planning commission work toward a longer-range solution.

Council member Moroni moved to deny the rezoning of the property to commercial and to pause enforcement pending further review by staff, the planning commission, and city council. Council member Ball seconded. The motion carried 4-1, Scott Opposed.

Amend Pequot Lakes Fire District Joint Powers Agreement

Administrator Polsfuss summarized the background, explaining that the City of Breezy Point had initiated discussions with Pequot Lakes regarding the fire district funding formula. The proposed changes included adjusting the operating budget formula to incorporate a 30% weighted consideration for call volume and a 70% weighted consideration for building market value. For the capital budget, costs would be split solely between the two district cities — Breezy Point and Pequot Lakes — based on building market value, with contracted cities no longer contributing to capital expenses. The board approved the new formula at its July meeting but directed implementation to begin with the next budget cycle rather than the 2027 budget, to give contracted jurisdictions time to prepare. The administrator also noted a proposal to rebrand the district from "Pequot Lakes Fire District" to "Northern Lakes Fire District" to better reflect the relationship between both cities, which the board supported.

Mayor Roggenkamp shared that the district meeting was lengthy, and that the city pushed hard to implement the formula change for the 2027 budget but acknowledged it was not achievable given the required supermajority vote threshold. He expressed support for the rebranding as an important step toward equity between the member cities, and stated his view that the fire district should ultimately become a formal taxing district. He noted that a community design contest for the new firefighter patch had already launched. Council member Ball echoed the Mayor's comments and noted the rebranding would help address public confusion about whether Breezy Point is part of the fire district, and that other cities may be more inclined to join with the new name.

Council member Jensen moved to approve the amended Pequot Lakes Fire District Joint Powers Agreement as presented. Council member Moroni seconded. The motion carried 5-0.

2027 Preliminary Budget and Levy Review

Administrator Polsfuss presented the 2027 preliminary budget at a high level. Key highlights included: employee compensation and benefits accounting for approximately 3% of the levy; a reduction in the general fund levy driven largely by moving the Capital Improvement Plan (CIP) out of the general fund into its own dedicated capital fund (Fund 401); a proposed general fund levy of \$3,054,939; and a new capital fund covering items such as a plow truck, skid steer, \$450,000 for 2027 road improvement projects, police equipment including heart monitors and a squad car, and \$60,000 for Phase 1 of the parks master plan. The EDA fund remained stable with no proposed increases, and the cemetery fund proposed a \$6,000 increase to account for administrative time. The debt service fund was noted as going to zero due to delays in the Buschmann Road project, with full debt service payments expected in 2028. The overall proposed levy increase was approximately 7.79%, with the administrator noting it could range between 7.5% and 8% pending final personnel committee items. The administrator clarified that the official preliminary levy approval would be brought back in September.

Council member Jensen moved to approve the preliminary budget and levy as proposed. Council member Ball seconded. The motion carried 5-0.

Approve Pay Application #1 for 2026 Street Improvement Project

Nick Peterson with Widseth Engineering provided an update on the 2026 Street Improvement Project, reporting that the contractor had completed all removals, graded Piney and Bluebird roads, completed milling on the third road, paved the first lift of pavement on the two reclaimed roads, and completed concrete and bituminous driveways. He indicated the contractor was on break and expected to return the following week, with plans to reach 95%+ completion by the end of that week, including one more lift of bituminous, black dirt, finish grading, and seeding. Mayor Roggenkamp noted the visible progress on the roads. The pay application covered work completed through July 27th.

Council member Moroni moved to approve Pay Application #1 for the 2026 Street Improvement Project in the amount of \$164,958.09. Council member Jensen seconded. The motion carried 5-0.

Resolution 42-26 Declaring Property Surplus and Authorizing its Sale

Council member Moroni explained why he had pulled this item from the consent agenda. He noted that while a resident had reached out to inquire about purchasing a city-owned parcel and an agreed-upon purchase price had been developed, he believed the city's past practice had been to declare property surplus and then conduct a closed-bid auction rather than selling directly to the inquiring party. He felt this approach was more transparent and gave all residents an equal opportunity to bid. Council member Jensen agreed, stating it was important to be consistent with past practice. Polsfuss confirmed that under the amended approach, a purchase agreement from the highest bidder would come back to council for approval. The resolution was amended accordingly as Resolution No. 45-2026.

Council member Moroni moved to approve Resolution No. 45-2026 declaring the property surplus and authorizing its sale via closed-bid process. Council member Scott seconded. The motion carried 5-0.

Buschmann Road Project Update

Kevin Kruger of WSB provided a project update, explaining that the design had been extremely complex due to the road's curves, cross slopes, and elevation changes, all of which made it difficult to meet state aid standards. He noted the team had reduced noncompliant curves from 13 down to 2, with the remaining 2 subject to an exclusion process at the district state aid level rather than a formal variance. He expressed confidence that state aid would approve the exclusion and indicated plans to submit the full plan set to state aid by the end of that week. He anticipated a quick turnaround of approximately three days, which would allow advertising to begin within a couple of weeks.

Kruger also discussed the possibility of allowing the contractor to begin work in the fall, potentially leaving some sections in gravel over winter if that approach would yield more competitive bids. Public Works Director Joe Zierden confirmed that a gravel road over one winter season would not present significantly different challenges than other gravel roads. Council member Scott raised a question about whether the exclusion could be denied, and Kruger responded that denial was extremely unlikely and that state aid staff had actually guided WSB toward the exclusion process as the preferred approach. Council member Jensen questioned whether the complexity and delays could have been anticipated earlier in the design process, and Kruger explained that state aid design standards are not applied until

grant funding is secured, as the resulting design changes would otherwise not be cost-justified. Council member Scott noted his long-standing concern that a road with such significant elevation changes and curves was not well-suited for state aid design standards, though Kruger acknowledged that many of the safety improvements to sightlines and driveways would have been recommended regardless. Mayor Roggenkamp noted that a special council meeting in September might be necessary to approve bids depending on the timeline.

Shoreview Lane Maintenance

Public Works Director Joe Zierden reported that one bid had been received to repair Shoreview Lane at approximately \$4,000, which he described as very competitive. Work was scheduled to begin later that week, on Wednesday or Thursday. The scope of work included restoring the riprap grade, hydroseeding, and replacing markers. Staff would also install new live stakes in the fall as requested by the DNR, followed by roping off the area for one additional winter season to allow establishment.

2nd Quarter Financial Update

Administrator Polsfuss presented in place of Janette Rust. As of the second quarter, the city had received approximately 36% of budgeted revenues and spent approximately 44% of budgeted expenditures, resulting in a net position of negative \$330,000. The administrator noted this was expected, as the majority of revenue is received in the third and fourth quarters.

The administrator also noted upcoming dates: Night to Unite was the following day, the primary election was August 11th, and the next city council meeting was moved to Tuesday, September 1st due to Labor Day falling on the regular meeting Monday. Council member Moroni confirmed that the personnel committee had a meeting coming up soon. Mayor Roggenkamp noted that Parks and Recreation had met and had another meeting scheduled in September.

Adjourn

Council member Scott moved to adjourn. Council member Jensen seconded. The motion carried 5-0.

The meeting was adjourned at 7:33 PM.

Submitted by: Deb Runksmeier
City Clerk



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemB.

Prepared By:

Janette Rust, Finance Director

Meeting Date:

9/14/2026

Item Name:

List of Claims

BACKGROUND/DISCUSSION

Claims are processed on a bi-weekly basis. Prior to being presented to the City Council for approval, each claim is reviewed and approved by the applicable department and by administration.

The claims listing has been provided to City council as a separate document and is available for public view at City Hall upon request.

FINANCIAL IMPACT

Claims totaling: \$363,537.36

COUNCIL ACTION REQUESTED

By approving this item on the Consent Agenda, Council would approve the List of Claims paid from August 1, 2026, through August 31, 2026.

SUPPORTING DOCUMENTS

N/A



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item C.

Prepared By:

*Allie Polsfuss, City Administrator on behalf
of the Personnel Committee*

Meeting Date:

09/14/2026

Item Name:

***Promotions from Police Officer to
Police Officer/EMT***

BACKGROUND

Breezy Point's Police Officer Paramedics and EMT program is aimed to employ police officers who are certified as Paramedics and Emergency Medical Technicians so they have the ability to administer advanced emergency care.

Officers Garbe and Salvevold are currently enrolled in training and are pursuing certification to obtain the Police Officer/EMT designation. It is anticipated that both officers will complete their certification in the Fall.

OVERVIEW

Per the LELS agreement *"An employee trained as a paramedic, who has been given authority by the City and the Medical Director to function as such, whether on or off duty, shall receive the appropriate pay grade according to the City's pay schedule to reflect the additional training and responsibility assigned to the employee."*

The Personnel Committee met on August 11th to review the promotions and associated pay increases. The change in title/promotion and associated pay increase becomes effective following authorization by the employer. The Personnel Committee recommends Salvevold and Garbe be promoted upon completion of certification of their EMT program and placed into the corresponding step in the Police Officer/EMT pay scale per the LELS union agreement.

BUDGET IMPACT

2026: The budget impact to 2026 is minimal (less than ~\$3,000.) This increase has been accounted for in the 2027 budget.

STAFF RECOMMENDATION:

Approve promotions as presented.



CITY COUNCIL MEETING

AGENDA ITEM

Prepared By: Sergeant Josef Garcia	Meeting Date: 09/14/2026	Item Name: Employee Wellness Visitation Program
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BACKGROUND

Over the past several years, the impact of employee mental health on organizations has come under increased scrutiny, particularly within law enforcement. These challenges have affected not only the overall well-being of police officers but also organizational outcomes, including a rise in post-traumatic stress disorder (PTSD)-related disability claims. Due to the nature of their duties, public safety personnel are at an increased risk of developing PTSD and other mental health conditions. However, these conditions are treatable, and in many cases preventable. The League of Minnesota Cities (LMC) and the Minnesota Chiefs of Police Association actively promote and support polices that encourage mental health initiatives and peer support programs.

OVERVIEW

The Breezy Point Police Department is proposing the implementation of an Employee Wellness Visitation Program to proactively support employee mental health, resilience, and long-term job performance. The program provides each department member with an annual confidential wellness check-in conducted by a licensed mental health professional experienced in working with law enforcement personnel. Officers may also receive up to three follow-up counseling sessions when clinically appropriate.

All services will remain strictly confidential, with no identifying or clinical information shared with the department, consistent with policy provisions ensuring privacy and HIPAA protections. A counseling provider was selected following a review of credentials and professional qualifications, with additional recommendation from a local agency which utilizes the same provider.

The Personnel Committee met on August 18th to discuss and review the proposed policy and recommends approval of the program as presented.

BUDGET IMPACT

Total program budget is \$5,500 which has already been included in the proposed 2027 preliminary budget.

RECOMMENDATION

Approve program as presented

116 – EMPLOYEE WELLNESS VISITS

116.1 PURPOSE

The Breezy Point Police Department is dedicated to the physical and mental health of its staff. By prioritizing physical and mental health, we aim to enhance their overall fitness levels, resilience, and ability to perform their duties effectively. A robust mental health component is essential to address the unique psychological challenges the Breezy Point Police Department staff face daily. Investing in the wellness of our staff not only improves their quality of life, but also enhances their ability to serve and protect our community with dedication and professionalism.

116.2 DEFINITIONS

Wellness Visit: A confidential one on one session with a mental health professional designed to discuss and provide tools to help manage areas of life such as mental health, physical fitness, nutrition, stress management, and sleep.

Approved Mental Health Professional: A licensed mental health provider who has been approved by the Breezy Point Police Department and has established a current contract or working relationship with the department to provide annual wellness visits.

Privacy: The expectation of an individual that disclosure of personal information is confined to or intended only for the recipient of the information.

Confidentiality: A professional or ethical duty to refrain from disclosing information from or about a recipient of supported services, barring any exceptions recommended to be disclosed at the outset.

116.3 WELLNESS VISITS

This confidential in-house program provides staff access to qualified mental health professionals specifically enlisted by the Breezy Point Police Department to provide individualized assistance, under the following guidelines:

1. The program is mandatory for licensed Peace Officers.
2. The program is optional for full-time non-licensed employees.
3. Licensed Peace Officers may complete their annual wellness visit in one of the following ways:
 - a. Meeting with an approved mental health professional.
 - b. Meeting with their own licensed mental health professional. The officer will provide the Chief of Police with an acknowledgement form signed by their licensed mental health professional confirming the session included the following:
 - i. Risks to mental health law enforcement and related professions; what to watch for in yourself and protective factors.
 - ii. Resiliency and stress reduction tips and techniques.
 - iii. Trauma Informed Treatment.
 - iv. Information on depression, anxiety, and Post Traumatic Stress.
4. The cost of the annual wellness visit provided by an approved mental health professional, as defined above, will be paid for by the Breezy Point Police Department.
5. If needed or beneficial, employees may request additional sessions. These additional sessions. These additional sessions are not mandatory.
 - a. The Breezy Point Police Department will pay for up to five additional sessions with an approved mental health professional as defined above.
 - b. Employees are financially responsible for any sessions beyond the five sessions referred to above.
6. Wellness visits are intended to be scheduled during the employee's working hours. If a wellness visit needs to be completed outside of working hours the employee will be entitled to overtime compensation per their union contract.
7. Wellness visits along with any additional sessions are confidential, private, and will be billed anonymously.
8. Approved mental health professionals shall be prohibited from sharing any information about officers, other than confirming they attended their required wellness visit. Each employee will be protected under HIPPA through informed consent.



CITY COUNCIL MEETING

AGENDA ITEM

Prepared By:*Allie Polsfuss, City Administrator***Meeting Date:***09/14/2026***Item Name:*****Part Time Public Works Maintenance Worker*****BACKGROUND**

The Public Works Department has not added a full-time employee since 2005. In the years since, the City has experienced significant growth in population, parks and public spaces, infrastructure, and overall service demands. The responsibilities associated with street maintenance, utilities, parks, equipment, and other public works operations have continued to increase as the duties have grown.

The Public Works Department currently consists of five employees; Public Works Director Zierden, Public Works Supervisor Carlson, and three Public Works Maintenance Workers (Carlson, Pratt and Schultz.) It is important the City begin to look at the future of the department as succession planning and growth of the department become necessary.

OVERVIEW

The Personnel Committee met on August 11th to discuss the possibility of an additional part-time Public Works position and offering the position to existing seasonal worker Owen Dabill. Owen Dabill was hired as a seasonal worker for the 2026 summer season. He has performed exceptionally well in the position and has expressed interest in continuing his employment with the City, with the long-term goal of becoming a full-time employee. This gives the City the opportunity of a part-time position to gradually increase capacity while preparing for eventual need for an additional public works employee.

As the City looks toward the future, succession planning and continued growth of the Public Works Department will become increasingly important. To begin preparing for an additional full-time position, which is anticipated to be needed by approximately 2028–2030, the Personnel Committee believes it may be beneficial to add a part-time Public Works Maintenance Worker position that could eventually transition to full-time employment.

Staff anticipates bringing the position back to the Personnel Committee for consideration as a full-time, benefit eligible position in 2028 (assuming Dabill has completed the necessary steps to meet the City's minimum qualifications.)

- If the Council or Personnel Committee does not see a need for a full-time position when the position is reviewed in the future, the part-time position could continue as needed.
- If Owen chooses to leave the City, staff would not recommend recruiting for another part-time position. Instead, staff would begin planning and budgeting for a future full-time Public Works Maintenance Worker position.

BUDGET IMPACT

2026: From September 15 through December 31, 2026, the estimated cost of the position is approximately \$6,000. This expense can be absorbed within parks and sewer fund.

2027: The estimated annual cost of the position is approximately \$22,000, to be allocated between the General Fund and Sewer Fund. This amount was included in the preliminary 2027 budget presented to the City Council in August.

STAFF RECOMMENDATION:

Approve the position and offer of employment to Owen Dabill as presented.



Position Description

Position Title	Part Time Public Works Maintenance Worker
Department	Public Works
Supervisor	Public Works Supervisor
FSLA Status	Non-Exempt

Position Summary

Under direction of the Public Works Supervisor, the Part Time Public Works Worker performs maintenance of roads, parks, sewer, cemetery, equipment, buildings and grounds. The primary role of the Public Works Worker is to operate light equipment, perform parks and recreational maintenance, perform sewer operation/maintenance, repair and maintenance activities. Other work includes snow removal, mowing parks and right-of-way, cemetery work, and general hand or manual labor.

Essential Duties and Responsibilities:

1. The Part Time Public Works Worker operates equipment owned by the City in a safe and efficient manner.
 - Checks fuel, fluid levels, controls, lights, tires and safety equipment prior to operation.
 - Remains alert and in control of the vehicle during operation to avoid accidental contact with persons or property.
 - Follows all safety precautions regarding digging around buried and overhead utilities.
 - Uses best operating practices as outlined by equipment manufacturers regarding operating techniques in order to control maintenance costs and avoid breakdowns.
 - Follows best practices regarding grading of roads, maintenance of right of way and public areas: fixes potholes, wash-outs, removes trees, installs shouldering materials.
 - Operates snow removal and sanding equipment to keep roads open and safe.
 - Operates a tractor and trailer combination to move equipment to work locations in the city.
 - Operates mowing equipment to maintain roadsides.
 - Call in locates when needed using the Gopher State One Call.
2. Perform routine sewer operation/maintenance activities.
 - Operates and maintains the sewer plant including mowing grass, changing spray fields, recording effluent totals, repairing the irrigation system, and performing startup/shut down procedure of the sewer plant.
 - Follows a scheduled maintenance routine, checking equipment for proper operation and performing maintenance as necessary.
 - Cleans equipment after exposure to sewage.
 - Participates in weekend lift station monitoring. Checks the lift stations and wastewater treatment facilities for proper operation and takes appropriate action if able, or notifies the Public Works supervisor for assistance.



3. Maintains buildings, park, city hall, cemetery, and other grounds to remove litter/waste, make repairs and removes snow as needed.
 - Installs and maintains traffic control and safety signs including addresses.
 - Checks parks and beach area routinely for debris, damage, etc.
 - Maintains park grounds.
 - Maintains and repairs irrigation systems at city hall, city parks, public safety building and city cemetery.
 - Maintains beach and installs and removes swim buoys.
 - Cemetery duties including but not limited to grave digging, foot stone installation and grave markings.
4. Performs routine maintenance activities in order to maintain equipment and facilities.
 - Follows a scheduled maintenance routine, checking mechanical equipment for proper operation and performing lubrication or adjustments as necessary.
 - Cleans equipment inside and out especially after exposure to salt.
 - Changes fluids and filters as indicated by the vehicle maintenance plan.
 - Assists with diagnosis of equipment malfunctions and tests equipment following repair.
 - May transport equipment to repair facilities if necessary.
 - Maintains small power tools and hand tools in good operating condition.
 - Performs routine labor activities as necessary.
5. Performs other duties as assigned or apparent.

Minimum Qualifications:

Qualifications include graduation from high school and heavy equipment school or equivalent work experience. The job requires ability to obtain a class A Minnesota Commercial Driver's License (CDL) with a good driving record. . A tanker endorsement will be required to be obtained within one year. The Public Works Worker must learn OSHA rules and regulations and the basics of monitoring wastewater system operation. Must meet D.O.T. drug and alcohol testing requirements.

Desirable Qualifications:

Flexibility to perform multiple maintenance functions.
Road Construction, maintenance, excavation and/or drainage experience.

Physical Demands & Working Conditions:

Work is both indoors and outdoors. Much of the workday is spent driving heated and air conditioned equipment. Noise levels are moderate to high. A significant portion of work involves working outdoors in varied weather conditions. Work occasionally involves accessing cramped spaces, climbing ladders and walking on uneven surfaces. Occasional lifting, pushing or pulling of items over 60 pounds is required. Requires attention to safe equipment operation at all times while operating under varied weather and road conditions. Hearing protection and

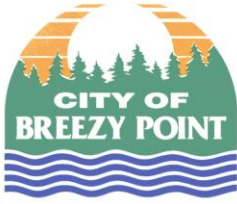


safety shoes are required when using equipment such as chain saws, mowers, weed whips, etc. The job requires occasional weekend work monitoring lift stations and the wastewater system and seasonal on-call status for snow plowing.

Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently.

This document does not create an employment contract, implied or otherwise, other than an "at will" employment relationship. The City Council retains the discretion to add duties or change the duties of this position at any time.



8319 County Road 11
Breezy Point, MN 56472
218-562-4441
www.cityofbreezypointmn.us

Owen Dabill
<ADDRESS>

September 4, 2026

Dear Owen,

This letter serves as a conditional offer of employment for the part-time Public Works Worker position with the City of Breezy Point. Final approval of your hiring is subject to ratification by the Breezy Point City Council at a future meeting.

We are pleased to offer you a starting wage of \$20.00 per hour. This is a part-time position and is not eligible for health benefits. You will accrue prorated sick leave and funeral leave in accordance with the City's personnel policy. You will be enrolled in PERA (Public Employees' Retirement Association) coordinated plan.

You will also be eligible for a cost-of-living adjustment effective January 1, 2027, increasing your hourly rate to \$21.60 per hour, as approved by the City Council as part of the 2027 budget.

We are excited about the opportunity for you to join our team and contribute to the important work we do for the City of Breezy Point.

Allie Polsfuss
Breezy Point City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, ItemH.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>September 14th, 2026</i>	Item Name: <i>Approve Pay Application #2 for 2026 Street Improvement Project</i>
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OVERVIEW

Pay Application #2 is due for payment for the 2026 Street Improvement Project in the amount of **\$188,927.83**

Because the City has had some instances with phishing/fraud as it relates to pay applications, the pay application can be available upon inspection at City Hall. The pay application has been sent directly to the Council.

STAFF RECOMMENDATION

Approve Pay Application as presented.



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item1.

<i>Prepared By:</i>	<i>Meeting Date:</i>	<i>Item Name:</i>
<i>Brian Sandell, Chief of Police</i>	<i>September 14, 2026</i>	<i>Grant Approval</i>

BACKGROUND/DISCUSSION

The Police Department is seeking council approval to apply for Sourcewell grants during their grant selection period.

STAFF RECOMMENDATION

Approve the Police Department in seeking Sourcewell grants.

**CITY OF BREEZY POINT
RESOLUTION 46-2026**

**A RESOLUTION SUPPORTING AND AUTHORIZING THE APPLICATION FOR SOURCEWELL
COMMUNITY IMPACT FUNDING FOR PUBLIC SAFETY GRANT SUBMITTAL**

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

WHEREAS, The City of Breezy Point recognizes the importance of providing advanced emergency medical response to its residents and visitors; and

WHEREAS, the Breezy Point Police Department operates an Advanced Life Support (ALS) Emergency Medical Services program which routinely responds to medical emergencies as a first-arriving agency; and

WHEREAS the funding requests have to show a public purpose and benefit the region; and

WHEREAS the funding is for a public purpose and will benefit the local community and the region; and

WHEREAS the Breezy Point Police Department's Advanced Cardiac Response Initiative is a project developed by the Breezy Point Police Department and approved by the City Council to improve patient survival rates in cases of sudden cardiac arrest, myocardial infarction, arrhythmia, and other critical conditions; and

WHEREAS, this proposal supports multiple public benefits including the health, safety, and education of the Breezy Point community and across the region regarding public safety,

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that the City Council supports and authorizes the submittal of an application for Sourcewell Community Impact Funding to support the Advanced Cardiac Response Initiative.

Rebecca Ball: _____

Todd A. Roggenkamp: _____

Steve Jensen: _____

Brad Scott: _____

Michael Moroni: _____

Adopted this 14th Day of September 2026

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk

CITY OF BREEZY POINT
RESOLUTION 47-2026

A RESOLUTION ACCEPTING THE BUTTERFLY RELEASE EVENT DONATIONS FOR THE
PELICAN WOODS CEMETERY

WHEREAS, donations for the Pelican Woods Cemetery totaling \$2,297.91 were received as part of the annual Butterfly Release.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donations of the \$2,297.91 for the Pelican Woods Cemetery.

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 14th Day of September 2026

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*

Meeting Date:

September 14th, 2026

Item Name:

*HRA – Second Modification to the
Redevelopment Plan*

BACKGROUND

The Housing and Redevelopment Authority in and for the County of Crow Wing (HRA) has submitted a Second Modification to Redevelopment Project No. 1 for review by the Planning Commission. The original Redevelopment Plan was approved in 2016 and subsequently modified in 2025. The current modification expands redevelopment activities to include certain tax-forfeited properties within the City of Breezy Point while maintaining the existing project boundaries throughout Crow Wing County.

OVERVIEW

The HRA utilizes Redevelopment Project No. 1 to acquire tax-forfeited properties from Crow Wing County and facilitate their transfer to private developers for residential development. The stated purpose of the program is to return underutilized properties to productive use, expand housing opportunities, increase the local tax base, and support economic development throughout the County.

The proposed redevelopment plan does not alter the City's zoning authority, land use regulations, permitting requirements, or development review processes.

The Second Modification identifies several tax-forfeited lots within Breezy Point for inclusion in the redevelopment project:

- Lot 71, Fifteenth Addition to Breezy Point Estates (PID 10161782)
- Lot 72, Fifteenth Addition to Breezy Point Estates (PID 10161781)
- Lot 245, Fifteenth Addition to Breezy Point Estates (PID 10161645)
- Lot 246, Fifteenth Addition to Breezy Point Estates (PID 10161644)
- Lot 92, Eighth Addition to Breezy Point Estates (PID 10161859)

At its August 12, 2026 meeting, the Planning Commission determined that the Second Modified Redevelopment Plan is consistent with the general plan for development of the City of Breezy Point and adopted Resolution PC 26-10 recommending approval to the City Council.

STAFF RECOMMENDATION

Staff finds that the Second Modified Redevelopment Plan is generally consistent with the City's planning objectives of promoting residential development, returning vacant parcels to productive use, and supporting the long-term tax base and economic vitality of the community. Staff concurs with the Planning Commission's recommendation and recommends approval of the Second Modified Redevelopment Plan.

REQUESTED CITY COUNCIL ACTION

- Adopt Resolution 48-2026 approving the Crow Wing County HRA Second Modified Redevelopment Plan.

SUPPORTING DOCUMENTS

Second Modification to Redevelopment Plan for Redevelopment Project No. 1

Resolution PC 26-10

Resolution 48-2026







SECOND MODIFICATION TO REDEVELOPMENT PLAN

FOR

REDEVELOPMENT PROJECT NO. 1

HOUSING AND REDEVELOPMENT AUTHORITY
IN AND FOR THE COUNTY OF CROW WING, MINNESOTA

Original Redevelopment Plan adopted by the City of Brainerd on September 6, 2016
Original Redevelopment Plan adopted by the Authority on September 13, 2016
Modified Redevelopment Plan adopted by the City of Baxter on October 7, 2025
Modified Redevelopment Plan adopted by the Authority on October 14, 2025
Second Modified Redevelopment Plan adopted by the City of Breezy Point on September 1, 2026
Second Modified Redevelopment Plan adopted by the Authority on September 8, 2026

Drafted By:

KUTAK ROCK LLP (SEL)
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402
(612) 334-5000

I. DEFINITIONS

The terms defined below have, for purposes of this Redevelopment Plan, the meanings herein specified, unless the context specifically requires otherwise:

“Authority” means the Housing and Redevelopment Authority in and for the County of Crow Wing, Minnesota.

“Board” means the Board of Commissioners of the Authority.

“City” means, as the context requires, (a) the City of Baxter; (b) the City of Brainerd; or (c) the City of Breezy Point. “City” may also include another city within the County the geographic boundaries of which include tax-forfeited property to be sold by the Governing Body of the County to the Authority for redevelopment purposes authorized in the Redevelopment Plan.

“City of Baxter” means the City of Baxter, Minnesota

“City of Brainerd” means the City of Brainerd, Minnesota.

“City of Breezy Point” means the City of Breezy Point, Minnesota.

“County” means Crow Wing County, Minnesota.

“First Modification to Redevelopment Plan” means the Modification to Redevelopment Plan, as adopted by the Governing Body of the City of Baxter on October 7, 2025 and the Governing Body of the Authority on October 14, 2025.

“Governing Body” means the governing body of the Authority, the County, or a City, as the case may be.

“HRA Act” means Minnesota Statutes, Sections 469.001 to 469.047.

“Original Redevelopment Plan” means the Redevelopment Plan with respect to the Project, as adopted by the Governing Body of the City of Brainerd on September 6, 2016 and the Governing Body of the Authority on September 13, 2016.

“Project” means Redevelopment Project No. 1, the boundaries of which are coterminous with the geographic boundaries of the County and generally illustrated in the map attached hereto as EXHIBIT A.

“Project Area” means the area within the boundaries of the Project as shown in EXHIBIT A, and specifically includes (a) the tax-forfeited lots within the City of Brainerd, including but not limited to those described in EXHIBITS B and D attached hereto, as of the date of adoption of the Original Redevelopment Plan by the City of Brainerd and the Authority; (b) the tax-forfeited lots within the City of Baxter, including but not limited to those described in EXHIBITS C and D attached hereto, as of the date of adoption of the Redevelopment Plan by the City of Baxter and the Authority; and (c) the tax-forfeited lots within the City of Breezy Point, including but not limited to those described in EXHIBIT D attached hereto, as of the date of adoption of the Redevelopment Plan by the City of Breezy Point and the Authority. “Project Area” may also include any additional or future tax-forfeited lots within a City described in a future modification to the Redevelopment Plan and/or a purchase and redevelopment agreement entered into between the Authority and a private developer pursuant to the Redevelopment Plan, following a duly noticed public hearing regarding the sale of such lots as required by the HRA Act.

“Public Redevelopment Costs” means all legally permissible costs incurred or to be incurred by or on behalf of the Authority in carrying out the Redevelopment Plan, including but not limited to (a) the costs of any redevelopment activities consistent with the Redevelopment Plan as originally adopted or subsequently amended; (b) costs of administering the Project; and (c) debt service payments on any obligations issued to finance Public Redevelopment Costs authorized by the Redevelopment Plan.

“Redevelopment Plan” means the Original Redevelopment Plan, as modified by the First Modification to Redevelopment Plan, as further modified by the Second Modification to Redevelopment Plan, as adopted by the Governing Body of the City of Breezy Point on September 1, 2026 and the Governing Body of the Authority on September 8, 2026, and as it may be further, modified amended or supplemented from time to time.

“State” means the State of Minnesota.

II. AUTHORITY TO CREATE REDEVELOPMENT PROJECT AREA

The Authority was created pursuant to the HRA Act. Under the HRA Act, the Authority may exercise all the powers of a housing and redevelopment authority, including without limitation the power to establish redevelopment projects and to issue bonds in order to finance any Public Redevelopment Costs.

Pursuant to the HRA Act, the Authority may establish a redevelopment project and create a redevelopment plan for the purpose of approving plans for redevelopment within a particular area of the redevelopment project. One of the main purposes of a redevelopment project is to remove, prevent or reduce blight, blighting factors or the causes of blight. Blight is defined in several ways under the HRA Act. Blight is traditionally defined as buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community. However, blight can also apply to vacant land, due to the following conditions: (a) unusual and difficult physical characteristics of the ground; (b) the existence of faulty planning characterized by the subdivision or sale of lots laid out in disregard of the contours or of irregular form and shape or of inadequate size; or (c) a combination of these or other conditions which have prevented normal development of the land by private enterprise and have resulted in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety, and welfare. A redevelopment project may be established for the purpose of eliminating these conditions on vacant land, in order to make the land useful and valuable for contributing to the public health, safety, and welfare.

III. STATEMENT OF NEED AND PUBLIC PURPOSE

The Authority finds that there is a need for redevelopment within the City and the Project Area to remedy blight and blighting conditions, prevent the spread of blight, promote the health, safety and welfare of City residents, and encourage related development and redevelopment in order to protect and improve the tax base and general economic vitality of the City and County as a whole.

In 2016, in connection with the approval of the Original Redevelopment Plan, the Authority identified that redevelopment of the Project Area, specifically the areas identified in EXHIBIT B consisting of the Brainerd Oaks, Serene Pines, and Dal Mar Estates housing subdivisions, was critical to the vitality and economic well-being of the Project Area and the County as a whole. These three housing subdivisions contain 113 tax forfeited lots that were held in trust for the State by the County. The County

attempted to sell these lots and return them to the tax rolls, but due to the State law requirement that they be sold for their estimated market value, and the County's policy that such value must include the cost of any previously levied and unpaid special assessments, private developers were unwilling to purchase them at the marketed price. Redevelopment of the Project Area pursuant to the Original Redevelopment Plan allowed the Authority to convey these lots to private developers and allowed private developers to acquire and build on these lots, which increased the tax base and general economic vitality of the City and County.

In 2025, in connection with the approval of the First Modification to Redevelopment Plan, the Authority identified that redevelopment of the Project Area, specifically the areas identified in EXHIBIT C consisting of certain tax-forfeited lots classified by the County as non-conservation property, is critical to the vitality and economic well-being of the Project Area and the County as a whole. As of the date of the First Modification to Redevelopment Plan, these tax-forfeited lots were held in trust for the State by the County. The County attempted to sell these lots and return them to the tax rolls, but due to the State law requirement that they be sold for their estimated market value, and the County's policy that such value must include the cost of any previously levied and unpaid special assessments, private developers were unwilling to purchase them at the marketed price. Redevelopment of the Project Area pursuant to the First Modification to Redevelopment Plan allowed the Authority to convey these lots to private developers and allowed private developers to acquire and build on these lots, which will increase the tax base and general economic vitality of the City and County.

Additionally, the Authority has identified that redevelopment of the Project Area, specifically the areas identified in EXHIBIT D consisting of certain tax-forfeited lots classified by the County as non-conservation property, is critical to the vitality and economic well-being of the Project Area and the County as a whole. These tax-forfeited lots are currently held in trust for the State by the County. The County has attempted to sell these lots and return them to the tax rolls, but due to the State law requirement that they be sold for their estimated market value, and the County's policy that such value must include the cost of any previously levied and unpaid special assessments, private developers have been unwilling to purchase them at the marketed price. Redevelopment of the Project Area pursuant to this Redevelopment Plan will allow the Authority to convey these lots to private developers and will allow private developers to acquire and build on these lots, which will increase the tax base and general economic vitality of the City and County.

The Authority finds that the Project Area consists of property which is currently unused or underused because of certain blighting conditions, primarily due to high costs of acquisition resulting in unmarketable property, currently deleterious land use, and the threat of emergent or increased blighting factors.

Redevelopment of the Project Area is critical to avoiding the emergence of blight due to these subdivisions remaining undeveloped and vacant. The Authority finds that the proposed redevelopment activities are essential to prevent further deterioration of the Project Area and the City and County as a whole, and that such efforts will also encourage the future economic development of the City and County by providing a range of owner-occupied workforce housing.

The Authority specifically finds that (a) the land within the Project Area would not be available for redevelopment without the public participation under this Redevelopment Plan; (b) the Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the development of the Project by private enterprise; and (c) the Redevelopment Plan conforms to the general plan for the development of the City and County as a whole.

The Authority further finds that the Project is a “redevelopment project” within the meaning of Section 469.002, subdivision 14 of the HRA Act.

IV. STATEMENT OF OBJECTIVES

The Authority seeks to accomplish the following general objectives within the Project:

- A. Promote the prompt development and redevelopment of property within the Project Area in a manner consistent with the comprehensive plan of the respective City, which property is currently unused or underused.
- B. Promote the development and redevelopment of property within the Project Area to ensure the continued vitality and economic well-being of the Project Area and the respective City and County as a whole.
- C. Assist in development or redevelopment through land acquisition and conveyance, provision of public services, soil and terrain corrections or site improvements, all in cases deemed appropriate by the Authority.
- D. Employ any powers of the Authority under the HRA Act for the benefit of the Project in such cases and upon such terms as the Authority may deem appropriate.

V. PROJECT AREA

The Project boundaries are illustrated in the map attached hereto as EXHIBIT A. The tax-forfeited lots intended for redevelopment within the Project Area are described in EXHIBITS B, C, and D attached hereto. Additional tax-forfeited lots within the respective City may be added to EXHIBITS B, C, D, and any future exhibit to be attached to a future modification to the Redevelopment Plan and/or a purchase and redevelopment agreement entered into between the Authority and a private developer pursuant to the Redevelopment Plan, following a duly noticed public hearing regarding the sale of such lots as required by the HRA Act

VI. PROPERTY ACQUISITION

The Authority acquired from the County, and intends to continue to acquire from the County, the tax-forfeited lots in the Project Area within the City of Brainerd (set forth in EXHIBITS B and D attached hereto), in order to convey these lots to private developers for the construction of owner-occupied single-family housing, thereby promoting orderly development within the City of Brainerd of underutilized land intended for such housing.

The Authority acquired from the County, and intends to continue to acquire from the County, the tax-forfeited lots in the Project Area within the City of Baxter (set forth in EXHIBITS C and D attached hereto), in order to convey these lots to private developers for the construction of owner-occupied single-family and/or multifamily housing, thereby promoting orderly development within the City of Baxter of underutilized land intended for such housing.

The Authority will acquire from the County, and intends to continue to acquire from the County, the tax-forfeited lots in the Project Area within the City of Breezy Point (set forth in EXHIBIT D attached hereto), in order to convey these lots to private developers for the construction of owner-occupied single-family and/or multifamily housing, thereby promoting orderly development within the City of Breezy Point of underutilized land intended for such housing.

The Authority will acquire any property in the Project Area that the Authority may deem necessary or desirable to carry out the objectives of the Redevelopment Plan. The Authority will acquire marketable fee title to the property by quit claim deed.

VII. REDEVELOPMENT PROJECT FINANCING

The Authority may use revenues from any source available to it to pay any Public Redevelopment Costs.

The Authority has no current plan to issue general obligation or revenue bonds to finance the costs of infrastructure necessary to develop the Project Area, including streets, water, and sewer, as such infrastructure is already in place.

If applicable, the Authority intends to contribute to the respective City the net proceeds of the sale of each tax-forfeited lot in partial reimbursement of such City's previous investment in necessary infrastructure. In such event, the respective City shall agree by resolution to waive its statutory right to reassess any such lot for the costs of the infrastructure.

EXHIBIT A
MAP OF PROJECT AREA

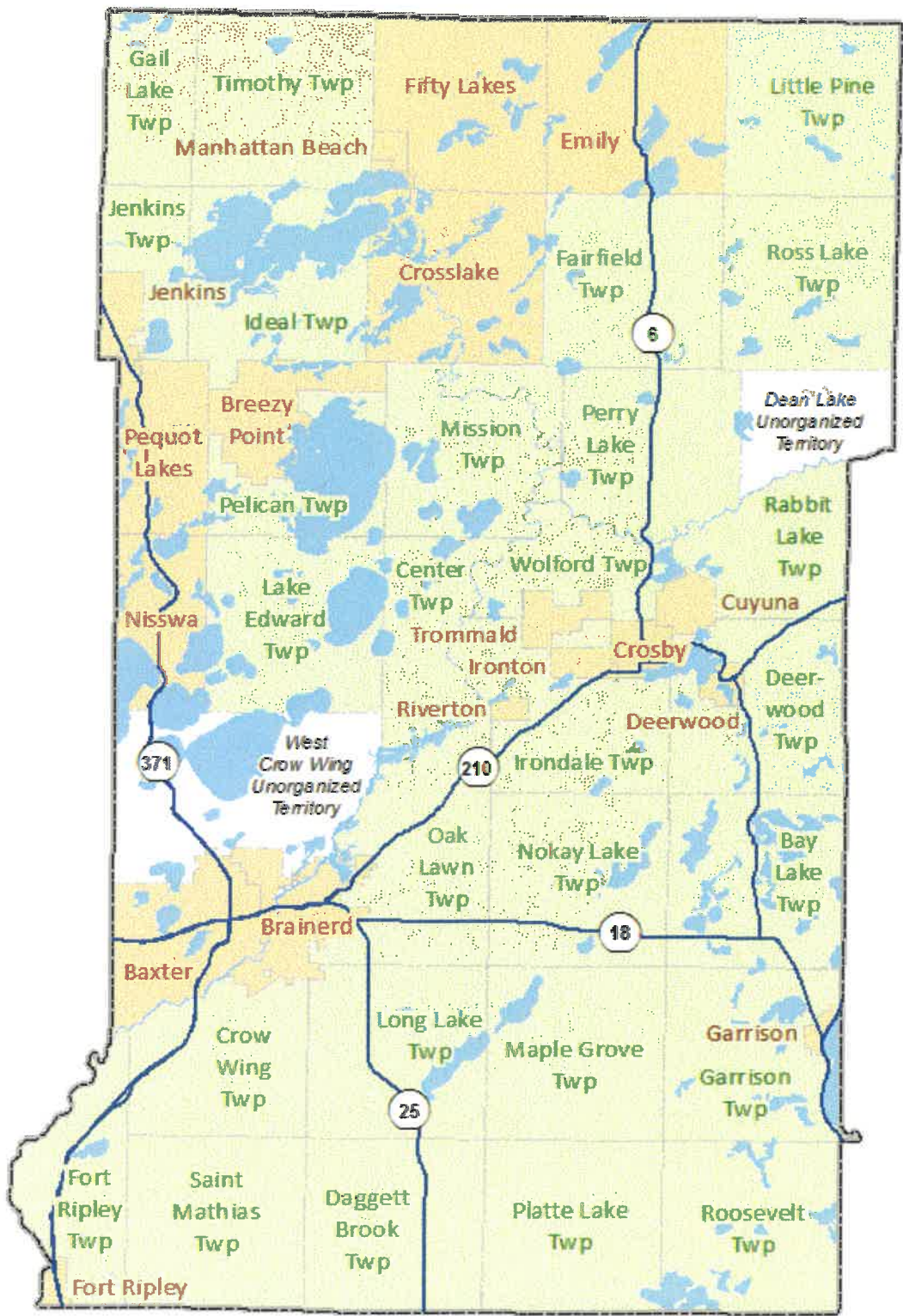


EXHIBIT B

**LEGAL DESCRIPTION OF TAX-FORFEITED LOTS IN CITY OF BRAINERD
(AS SET FORTH IN ORIGINAL REDEVELOPMENT PLAN)**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18, Block 2, Brainerd Oaks
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13, and 14, Block 4, Brainerd Oaks
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
and 31, Block 5, Brainerd Oaks
Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23, Block 6, Brainerd Oaks
Lots 1, 2, 3, 4, 5, 6, and 7, Block 1, Dalmar Estates
Lots 1, 2, 3, 4, 5, 6, and 7, Block 1, Serene Pines
Lots 1, 2, 3, 4, 5, and 6, Block 2, Serene Pines
Lots 1, 2, 3, 4, 7, 8, and 9, Block 3, Serene Pines
Lots 1, 2, and 3, Block 4, Serene Pines

All in the County of Crow Wing, Minnesota.

EXHIBIT C

**LEGAL DESCRIPTION OF TAX-FORFEITED LOTS IN CITY OF BAXTER
(AS SET FORTH IN FIRST MODIFICATION TO REDEVELOPMENT PLAN)**

Lot 20, Block 1, Kirkwood (Parcel 40060832)

Lot 5, Block 1, First Addition to Kirkwood (Parcel 40060553)

Lot 3, Block 3, Ironwood Meadows (Parcel 40240629)

Lot 3, Block 3, Ironwood Meadows First Addition (Parcel 40240532)

Outlot A, Grand Strand (Parcel 40060573)

All in the County of Crow Wing, Minnesota.

EXHIBIT D

**LEGAL DESCRIPTION OF TAX-FORFEITED LOTS IN
CITIES OF BAXTER, BRAINERD, AND BREEZY POINT
(AS SET FORTH IN SECOND MODIFICATION TO REDEVELOPMENT PLAN)**

Legal Description	Parcel ID	City
Lot 2, Block 6, North Woods Estates of Baxter	40010569	Baxter
Lot 3, Block 6, North Woods Estates of Baxter	40010568	Baxter
Lot 9, Block 5, North Woods Estates of Baxter	40010584	Baxter
Lot 10, Block 5, North Woods Estates of Baxter	40010583	Baxter
Lot 15, Block 5, North Woods Estates of Baxter	40010578	Baxter
Lot 16, Block 5, North Woods Estates of Baxter	40010577	Baxter
Lot 8, Block 6, North Woods Estates of Baxter	40010563	Baxter
Lot 9, Block 6, North Woods Estates of Baxter	40010562	Baxter
Lot 10, Block 6, North Woods Estates of Baxter	40010561	Baxter
Lot 11, Block 6, North Woods Estates of Baxter	40010560	Baxter
Lot 1, Block 2, Phase 3 Aspen Ridge Townhomes	40080523	Baxter
Lot 2, Block 2, Phase 3 Aspen Ridge Townhomes	40080522	Baxter
Lot 3, Block 2, Phase 3 Aspen Ridge Townhomes	40080521	Baxter
Lot 4, Block 2, Phase 3 Aspen Ridge Townhomes	40080520	Baxter
Lot 11, Block 12, Kirkwood	40060820	Baxter
Lot 3, Block 2, Jasperwood East	40240522	Baxter
Lot 2, Block 2, Ironwood Meadows	40240636	Baxter
Lot 3, Block 2, Ironwood Meadows	40240635	Baxter
Lot 4, Block 2, Ironwood Meadows	40240634	Baxter
Lot 5, Block 2, Ironwood Meadows	40240633	Baxter
Lot 2, Block 3, Ironwood Meadows	40240630	Baxter
Lot 6, Block 3, Ironwood Meadows	40240626	Baxter
Lot 2, Block 1, Ironwood Meadows First Addition	40240549	Baxter
Lot 3, Block 1, Ironwood Meadows First Addition	40240548	Baxter
Lot 10, Block 1, Ironwood Meadows First Addition	40240541	Baxter
Lot 1, Block 2, Ironwood Meadows First Addition	40240536	Baxter
Lot 2, Block 2, Ironwood Meadows First Addition	40240535	Baxter
Lot 1, Block 3, Ironwood Meadows First Addition	40240534	Baxter
Lot 2, Block 3, Ironwood Meadows First Addition	40240533	Baxter
Lot 1, Block 3, Macdonald Acres	40010537	Baxter
Lot 16, Block 158, Town of Brainerd and the First Addition to the Town of Brainerd	41240898	Brainerd
Lot 1, Block 2, Woodland Park Addition to Brainerd	41360615	Brainerd
Lot 71, Fifteenth Addition to Breezy Point Estates	10161782	Breezy Point
Lot 72, Fifteenth Addition to Breezy Point Estates	10161781	Breezy Point
Lot 246, Fifteenth Addition to Breezy Point Estates	10161644	Breezy Point
Lot 245, Fifteenth Addition to Breezy Point Estates	10161645	Breezy Point
Lot 92, Eighth Addition to Breezy Point Estates	10161859	Breezy Point
Lot 91, Eighth Addition to Breezy Point Estates	10161860	Breezy Point
Lot 90, Eighth Addition to Breezy Point Estates	10161861	Breezy Point
[Not platted, need prior deed for legal (County website includes the following: PT OF SE1/4 OF SW1/4 SEC 6 DESC AS FOL: COMM AT SE COR OF SD SE1/4 THEN N 0D 10'28" E ASSM/BEAR ALG E LINE OF SD SE1/4 225FT TO POB THEN CONT N 0D 10'28" E ALG E LINE OF SD SE1/4 73FT THEN N 88D 44'23" W 265FT THEN S 0D 10'28" W 73FT THEN S 88D 44'23" E 265FT TO POB.)	40060920	Baxter

All in the County of Crow Wing, Minnesota.



Brainerd

\$403,790

Home Design: Meadows
4 beds 2 baths 2046 sq ft
9251 Viking Street Brainerd, MN 56401
MLS #7016161



Brainerd

\$379,000

Home Design: Savannah
3 beds 2 baths 1,586 sq ft
9229 Viking Street Brainerd, MN 56401
MLS #6641587



Section 7, Item A.

Brainerd

\$398,000

Home Design: Cottage
2 beds 2 baths 1,584 sq ft
15190 Rice Court, Brainerd, MN 56401
MLS #6816679



Brainerd

\$379,000

Home Design: Savannah
3 beds 2 baths 1,586 sq ft
15196 Boom Street Brainerd, MN 56401
MLS #6785509



Baxter

\$354,695

Home Design: Willow
2 beds 2 baths 1,260 sq ft
L1 B3 Cedar Scenic Road Baxter, MN 56425
MLS #7004185



Baxter

\$421,400

Home Design: Serenity
3 beds 2 baths 1,594 sq ft
Lot 2 Block 2 Cedar Scenic Road, Baxter, MN 56401
MLS #6826397



Dayton: Sundance Greens

\$ 748,900

Home Design: Executive II

4 beds | 3 baths | 2881 sq ft

15251 110th Avenue N, Osseo, MN 55369

MLS #7007609



Lake Shore

\$919,000

Home Design: Refuge

5 beds 4 baths 3,094 sq ft

8038 Lost Lake Road #220, Lake Shore, MN 56468

MLS #6455958

MAINTENANCE FREE LIVING



Lake Shore

\$795,000

Home Design: Paramount

4 beds 3 baths 3,024 sq ft

8038 Lost Lake Road #TBD, Lake Shore, MN 56468

MLS #6717839

MAINTENANCE FREE LIVING



Lake Shore

\$679,000

Home Design: Madison

4 beds 3 baths 2,426 sq ft

8038 Lost Lake Road #220, Lake Shore, MN 56468

MLS #6826704

MAINTENANCE FREE LIVING



Nisswa Crossings

\$604,500

Home Design: Serenity

4 beds 3 baths 2,322 sq ft

L11 B1 Pine Ridge Court Nisswa, MN 56468

MLS #6711634



Nisswa Crossings

\$592,050

Home Design: Executive

3 beds 2 baths 1,738 sq ft

5390 Pine Haven Place, Nisswa, MN 56468

MLS #6784577



Nisswa Crossings

\$522,000

Home Design: Executive

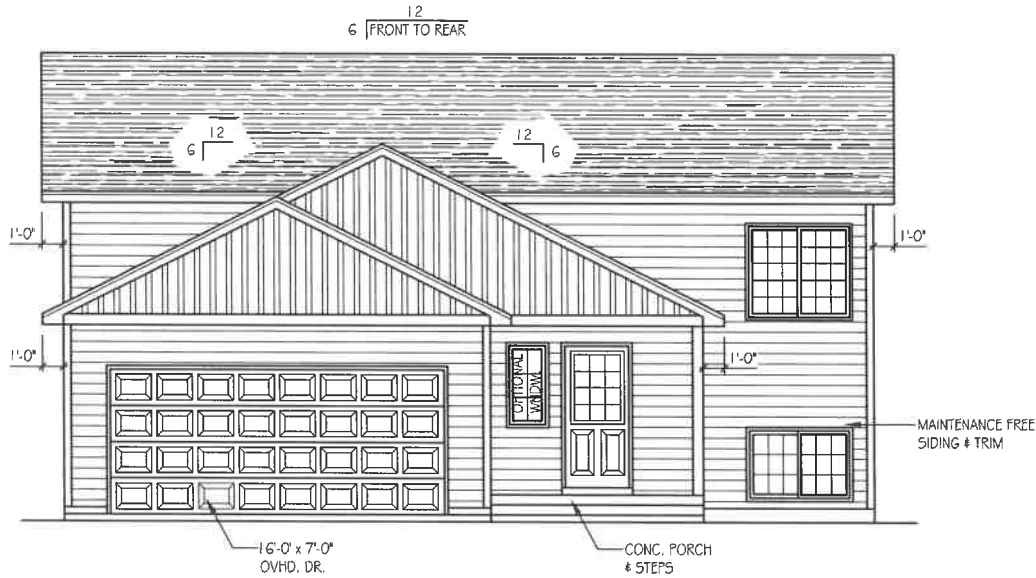
3 beds 2 baths 1,738 sq ft

L6 B2 Oak Ridge Court Nisswa, MN 56468

MLS #6711629

DISCLAIMER

IN PREPARATION OF THIS PLAN EVERY ATTEMPT HAS BEEN MADE TO AVOID MISTAKES. DESIGNER CANNOT GUARANTEE AGAINST HUMAN ERROR. CONTRACTOR TO VERIFY ALL DIMENSIONS AND CONDITIONS AND BE RESPONSIBLE FOR THE SAME. THESE DESIGNS, CONCEPTS AND SPECIFICATIONS ARE INSTRUMENTS OF SERVICE AND AS SUCH REMAIN THE EXCLUSIVE PROPERTY OF COUNTRY LUMBER AND ARE NOT TO BE COPIED WITHOUT THE WRITTEN CONSENT OF COUNTRY LUMBER.



FRONT ELEVATION

P: 09/09/17
R: 03/27/18
F:

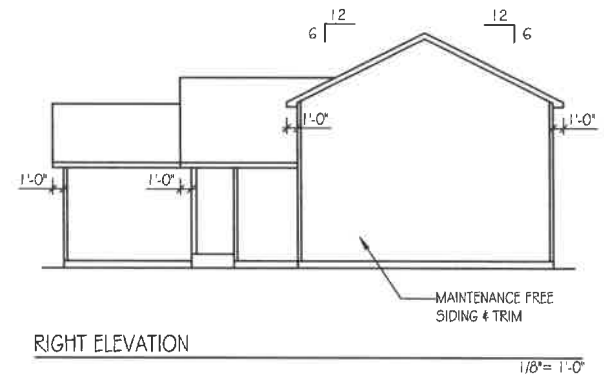
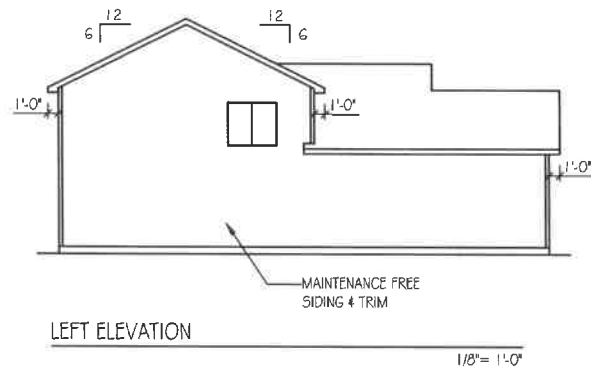
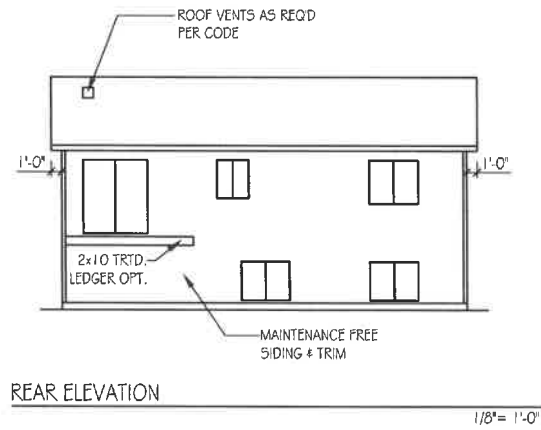
RS
DRAWN BY:

CUJ2017.202

DESIGN FOR:
THOMAS ALLEN HOMES
JAMESVILLE 2 CAR

DESIGN CENTER
12575 OAK VIEW AVE. BECKER, MN. 55308
PHONE: (763) 242-4445
FAX: (763) 242-4445
1-800-247-0295



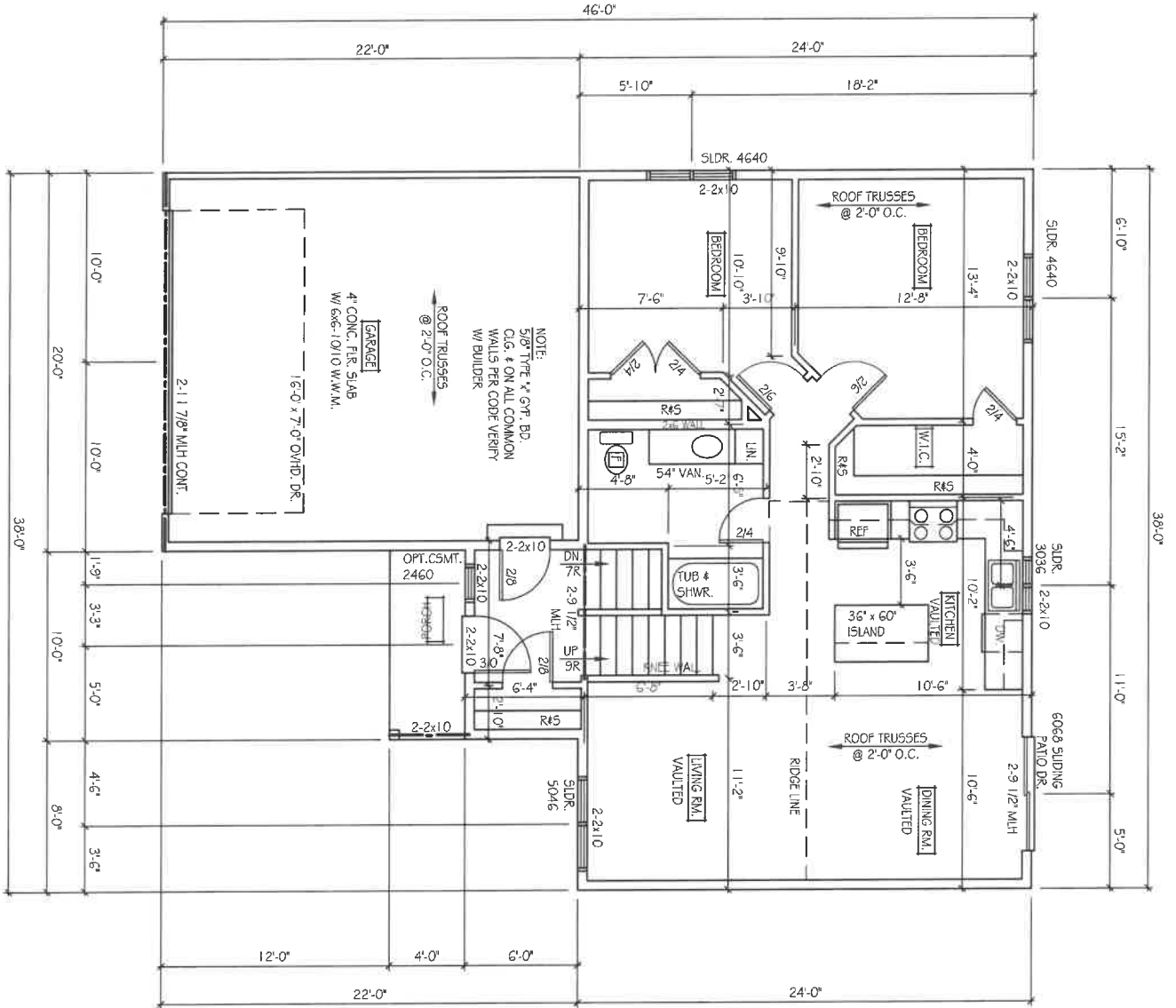


FLOOR PLAN

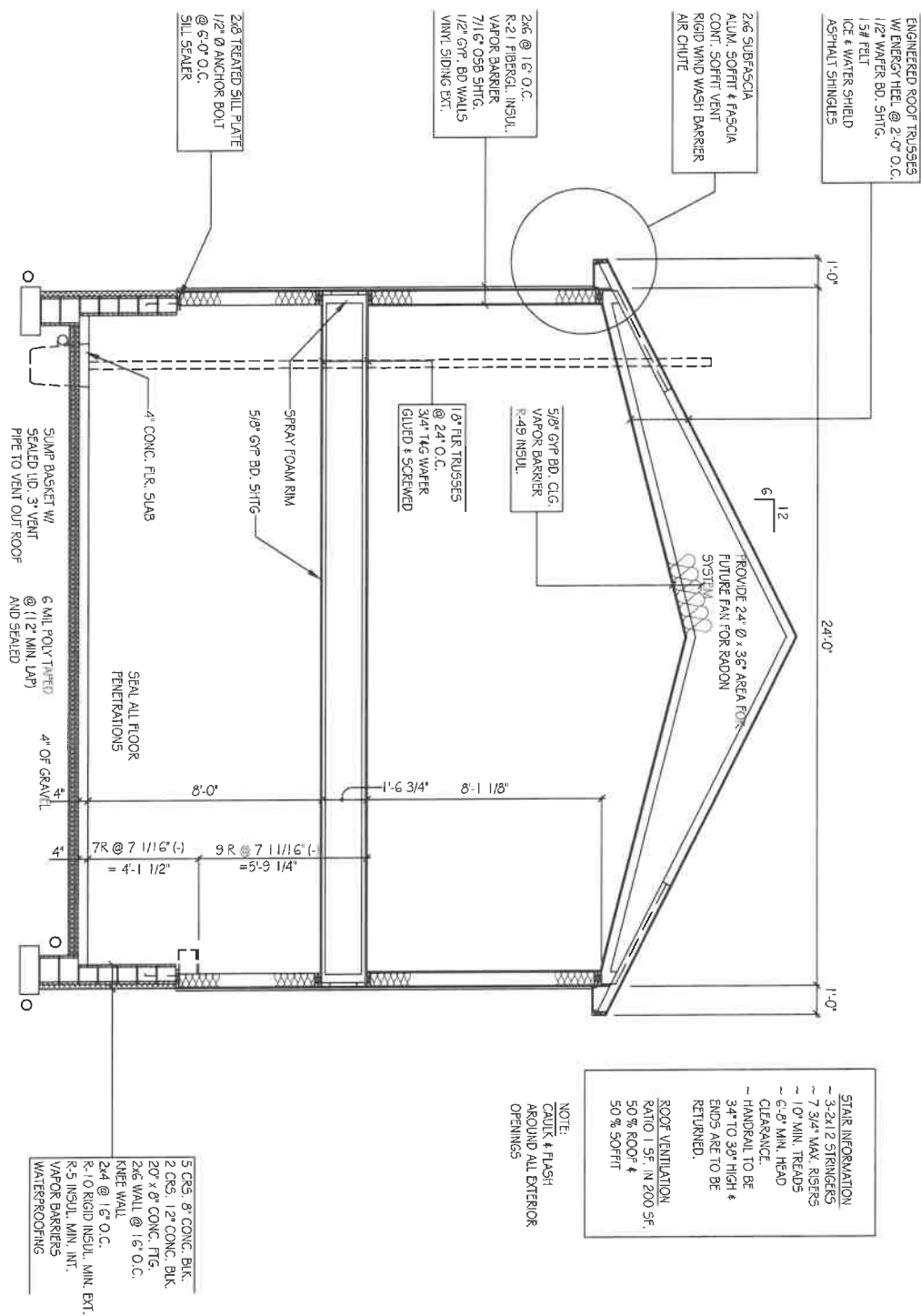
975 SFT. (HOUSE)

440 SFT. (GARAGE)

1/4" = 1'-0"



- NOTES:
- 1) HEADERS AT EXTERIOR DOORS & WINDOWS TO BE SIZED BY SUPPLIER
 - 2) SMOKE DETECTORS AS REQUIRED PER CODE
 - 3) SLIDER WINDOWS (UNIT SIZES INDICATED IN INCHES)- VERIFY WINDOW MANUF. W/ BUILDER



BUILDING SECTION

SEE BUILDERS SPECIFICATION FOR BUILDING MATERIALS

$$3/8 = 1 - 0$$

A1 ELEVATIONS, ROOF PLAN, NOTES
A2 FOUNDATION PLAN & DETAILS
A3 MAIN FLOOR PLANS
A4 SECTIONS
A5 ELECTRICAL PLANS
A6 DETAILS

SA1 SLAB ON GRADE FOUNDATION GUIDE
S-0 GENERAL NOTES & DETAILS
S-33W STEM WALL SLAB FOUNDATION PLAN
S-4 ROOF FRAMING PLAN
SD-1 BRACED WALL & MISC. DETAILS
SD-2 BRACED WALL DETAILS

MAIN FLOOR	1,294 SF
TOTAL FINISH	1,294 SF
SLAB ON GRADE	1,291 SF
STOOP	10 SF
GARAGE	434 SF

SHING MATERIALS PER COMMUNITY SPECIFICATIONS, SHING STYLES AND PER PLAN.

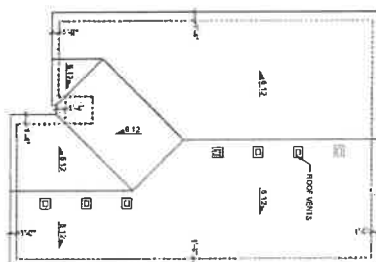
NEED TO COMMUNITY SPECIFICATIONS FOR ALL SPECIAL ENTRY AND PORCH CEILING MATERIALS.

ALL TRIM MATERIALS SHOWN TO BE PER COMMUNITY SPECIFICATIONS THIS NEED PER PLAN.

THIS IS A 2ND COMMUNITY SPECIFICATIONS FOR CITY Y WINDOW ALL WINDOW AT THESE A NUMBER OF HOMES IN 4TH FL.

WIRAL NOTISE WAS ALONG THE TRIM LOCAL SEE DETAIL ON PLAN FOR INSTRUCTIONS ON WRAPPING THE WINDOWS.

W/SHING MATERIALS TO BE 4" HIGH WALL & CONTRAST TO BACKGROUND



2. ROOF PLAN
A1 SCALE: 1/8" = 1'-0"

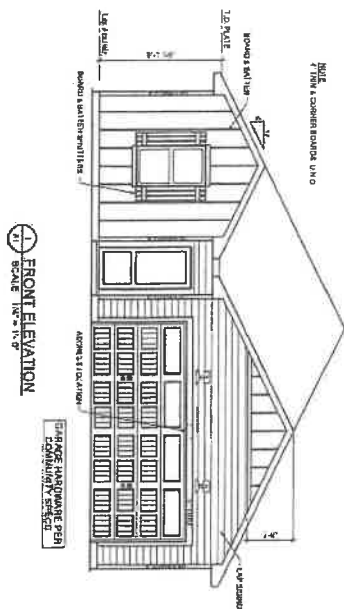
ROOF VENT INSTALLATION NOTES:

1. ALL ROOF VENTS TO BE INSTALLED OVER A "HOLE" OF 16" OR GREATER INTO THE ROOF SHEATHING.
2. A STANDARD COURSE OF ROOF VENTS PER GABLE SHOULD BE 24" OF 20" DOWN FROM THE PEAK TO THE TOP OF THE FIRST COURSE.
3. THE ROOF VENT MUST BE THE ONLY WAY TO GET OUT AIR FROM INSIDE THE ROOF SPACE TO AVOID NECESSITY FOR ROOF VENTS TO BE 24" OF 20" DOWN FROM THE PEAK TO THE TOP OF THE FIRST COURSE.
4. ROOF VENTS MUST BE INSTALLED WITH PROPER FLASHING, GUTTER FLASHING OR FLASHING WITH ROOF FLASHING TO PROTECT FROM WEATHERING.
5. A HOLE MUST BE DRILLED WITHIN 12" OF ANY VENT.

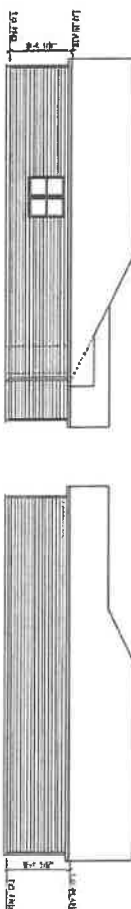
ROOF VENT CALC

1128 TOTAL SF (HOUSE + GAR)
13120000 SF = 2.75 S.F./VENT REQ.
574 / 2.75 S.F./ROOF VENT = 208
208 / 423 (PER VENT) = 0.5 - 7

LOWLAND INC. 886-5 - 1023 VENTS W/ 51 S.F. M. VENTED AREA (11144 = 426 S.F.)



FRONT ELEVATION
SCALE 1/8" = 1'-0"



1 SIDE ELEVATION
AS SCALE 1/8" = 1'-0"

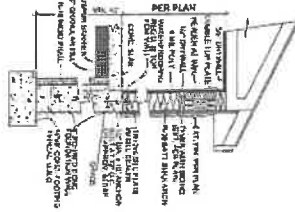
1
SIDE ELEVATION
SCALE 1/8" = 1'-0"



1 REAR ELEVATION
A1 SCALE: 1/8" = 1'-0"

S.O.G. FOUNDATION NOTES:

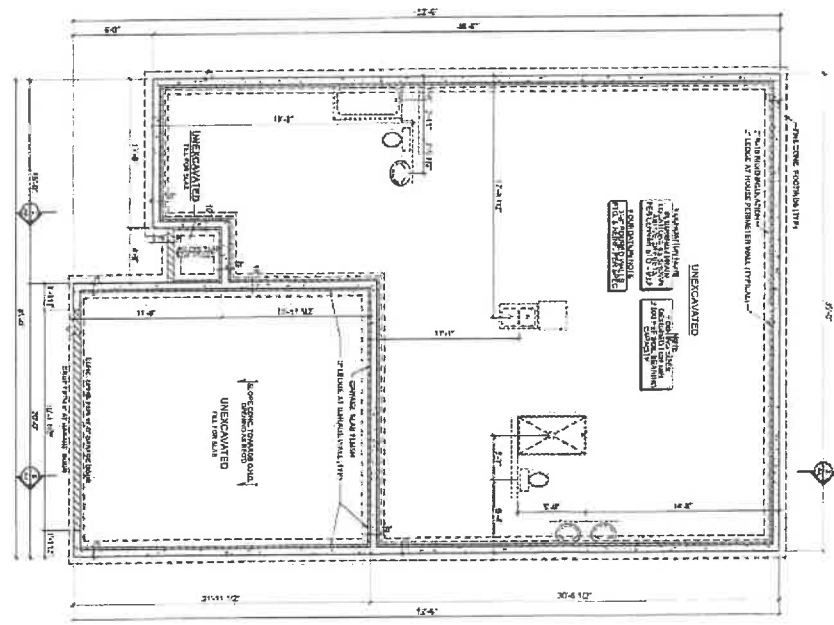
1. FOUNDATION SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE FOLLOWING NOTES:
2. FLOOR SLAB SHALL BE CONCRETE ON 4" MINIMUM COMPACTED GRAVEL OR SAND FILL.
3. FLOOR SLAB SHALL BE REINFORCED WITH #4 BARS AT 12" ON CENTER.
4. FLOOR SLAB SHALL BE FINISHED WITH 3/4" MINIMUM PORTLAND CEMENT MORTAR.
5. FLOOR SLAB SHALL BE FINISHED WITH 1/2" MINIMUM PORTLAND CEMENT MORTAR.
6. FLOOR SLAB SHALL BE FINISHED WITH 1/4" MINIMUM PORTLAND CEMENT MORTAR.
7. FLOOR SLAB SHALL BE FINISHED WITH 1/8" MINIMUM PORTLAND CEMENT MORTAR.
8. FLOOR SLAB SHALL BE FINISHED WITH 1/16" MINIMUM PORTLAND CEMENT MORTAR.
9. FLOOR SLAB SHALL BE FINISHED WITH 1/32" MINIMUM PORTLAND CEMENT MORTAR.
10. FLOOR SLAB SHALL BE FINISHED WITH 1/64" MINIMUM PORTLAND CEMENT MORTAR.



1. SLAB ON GRADE DETAIL
SCALE: 3/4" = 1'-0"



2. FRONT STOOP DETAIL
SCALE: 3/4" = 1'-0"



3. SLAB ON GRADE FOUNDATION PLAN
SCALE: 1/4" = 1'-0"

**CITY OF BREEZY POINT
RESOLUTION 48-2026**

**RESOLUTION APPROVING A SECOND MODIFICATION TO REDEVELOPMENT PLAN
FOR REDEVELOPMENT PROJECT NO. 1 PROPOSED BY THE HOUSING AND
REDEVELOPMENT AUTHORITY IN AND FOR THE COUNTY OF CROW WING,
MINNESOTA**

WHEREAS, the Housing and Redevelopment Authority in and for the County of Crow Wing, Minnesota (the “County Authority”) has previously established its Redevelopment Project No. 1 (the “Project”) pursuant to Minnesota Statutes, Sections 469.001 through 469.047, as amended (the “HRA Act”); and

WHEREAS, the boundaries of the Project are coterminous with the boundaries of Crow Wing County, Minnesota (the “County”); and

WHEREAS, on September 13, 2016, the Board of Commissioners of the County Authority approved a Redevelopment Plan (the “Original Redevelopment Plan”) for the Project, providing for certain redevelopment activities to take place in the City of Brainerd, Minnesota (the “City of Brainerd”), and the City Council of the City of Brainerd approved the Original Redevelopment Plan, following a duly noticed public hearing in accordance with the HRA Act, on September 6, 2016; and

WHEREAS, on October 14, 2025, the Board of Commissioners of the County Authority approved a Modification to Redevelopment Plan (the “First Modified Redevelopment Plan”) for the Project, which modified the Original Redevelopment Plan and provided for certain redevelopment activities to take place in the City of Baxter, Minnesota (the “City of Baxter”), and the City Council of the City of Baxter approved the First Modified Redevelopment Plan, following a duly noticed public hearing in accordance with the HRA Act, on October 7, 2025; and,

WHEREAS, the County Authority has caused to be prepared a Second Modification to Redevelopment Plan (the “Second Modified Redevelopment Plan”) for the Project, which modifies the Original Redevelopment Plan, as modified by the First Modified Redevelopment Plan, to provide for certain redevelopment activities to take place within the County, including the City of Breezy Point, Minnesota (the “City”); and

WHEREAS, the boundaries of the Project will not be expanded by the Second Modified Redevelopment Plan; and

WHEREAS, the County Authority submitted the Second Modified Redevelopment Plan to the Planning Commission of the City for its study and requested its written opinion, and on August 12, 2026 the Planning Commission of the City adopted PC 26-10 finding that the Second Modified Redevelopment Plan conforms to the general plan for the development of the City as a whole and recommending approval of the Second Modified Redevelopment Plan (the “Planning Commission Resolution”); and

WHEREAS, approval of the Second Modified Redevelopment Plan does not alter the City's zoning authority, land use regulations, permitting requirements, or development review processes;

WHEREAS, on the date hereof, the City Council conducted a duly noticed public hearing regarding the Second Modified Redevelopment Plan in accordance with the HRA Act, at which all interested persons were given an opportunity to be heard; and

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

1. The City Council hereby finds that (a) the land within the Project area would not be available for redevelopment described in the Second Modified Redevelopment Plan without the financial assistance sought under the Second Modified Redevelopment Plan; (b) the Second Modified Redevelopment Plan will afford maximum opportunity, consistent with the needs of the City as a whole, for the redevelopment of the Project area by private parties; and (c) the Second Modified Redevelopment Plan conforms to the general plan for the development of the City as a whole, consistent with the findings made in the Planning Commission Resolution.
2. These findings are based on the facts and conditions described in the Second Modified Redevelopment Plan, which is incorporated herein by reference.
3. The City Council hereby approves the Second Modified Redevelopment Plan.
4. City staff and consultants are authorized to take all actions necessary to implement the Second Modified Redevelopment Plan in cooperation with the County Authority.

Approved and adopted by the City Council of the City of Breezy Point, Minnesota this 14th day of September, 2026.

Rebecca Ball: _____

Todd A. Roggenkamp: _____

Steve Jensen: _____

Brad Scott: _____

Michael Moroni: _____

Adopted this 14th Day of September 2026

Mayor Todd A. Roggenkamp

Attest:

Deb Runksmeier, City Clerk



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, ItemA.

Prepared By:
Joe Zierden, Public Works Director

Meeting Date:
9/14/2026

Item Name:
2027 Road Rankings Summary

BACKGROUND/DISCUSSION

With a budget of approximately \$400,000 several roads were presented to the Road Committee. The Road Committee toured and scored each road(s) on a scale of 1 to 4 (1 being highest score and 4 being lowest score). The results of the potential 2027 road project rankings are in the table below.

Road Project Names	Estimated Cost	Square Yards/Rating	Composite Score
Thrane Drive	\$355,000	6191 sq/yd, rating of 4	1.5
Circle Drive, Camp Lora Place, Sand Beach Drive	\$347,000	4736 sq/yd, rating of 4 to 5	2
West Street	\$380,000	6680 sq/yd, rating of 4	2.75
Beverly Drive, East Street, Rolling Oaks Trail, Russ Court	\$350,000	12,399 sq/yd, rating 2 to 3	3.75

BACKGROUND & SUMMARY

In spring of 2026 the Road Committee inspected the above roads and ranked them on a scale of 1 (highest priority) to 4 (lowest priority). Scores were added together and averaged in the spreadsheet above.

Thrane Drive scored 1.5 was the highest scoring/priority road reviewed by the Road Committee. The estimated replacement cost is \$355,000 and a rating of 4 would dictate a full depth reclamation. The road could use improved ditching on the east side, raising costs somewhat as that improvement was not included in the road plan. The road plan estimated the costs for the basic and appropriate construction type to accomplish road replacement at the time of the plan was completed. Correcting specific road issues and concerns was to be addressed after project selection during road design.

Thrane is a collector road and not accessible according to policy. It is also a shared road with Pelican Township and the road maintenance/capital replacement agreement between Breezy Point and Pelican Township that is currently in negotiation.

COUNCIL ACTION REQUESTED

A motion to accept the Road Committee recommendation of Thrane Drive as the 2027 road project and direct staff to proceed with the next steps in the construction process.



CITY COUNCIL MEETING

AGENDA ITEM

Prepared By: <i>Allie Polsfuss, City Administrator, Joe Zierden Public Works Director</i>	Meeting Date: <i>09/14/2026</i>	Item Name: <i>Shared Road Services Agreement with Pelican Township</i>
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BACKGROUND

Since joining the City last July, one of the City’s priorities has been to update and revise the shared road services agreement with Pelican Township.

The City and Pelican Township currently operate under an annexation agreement approved in 1977 (Attachment A). Following a review of the existing agreement, the City and Township identified differing interpretations of subdivision 4, specifically regarding how the provision applies to capital improvements to shared roads.

Breezy Point’s position was that the City is not obligated to maintain a shared road beyond the condition that existed when the 1977 agreement was approved. Pelican’s position was that it is Breezy Point’s sole responsibility to maintain these shared roads. The cities agreed that the 1977 agreement is no longer sufficient to address the current circumstances, needs, and expectations of the two communities

The language in the 1977 agreement is relatively vague and was likely drafted at a time when some of the shared roads were gravel. With the proposed improvement of Thrane Drive, the City felt it was important to establish a new agreement that clearly defines the responsibilities of both parties for maintenance and capital improvements to shared roads.

OVERVIEW

On June 24, Mayor Roggenkamp, City Administrator Polsfuss, Public Works Director Zierden, Township Supervisor Giles Radke, and legal counsel for both entities met to review the existing agreement and discuss terms for a new shared road services agreement.

During that meeting, there was general agreement that the responsibilities for maintenance and capital improvements to shared roads should be more clearly defined. Breezy Point also proposed that the new agreement supersede the 1977 agreement with respect to subdivision 4, eliminating the potential for differing interpretations in the future. Following the June 24 meeting, City staff continued discussions with Township representatives and both entities’ legal counsel. The result of those discussions is the proposed Shared Road Services Agreement with Pelican Township, included as Attachment B.

A primary objective of the proposed agreement is to establish a clear and predictable process for significant improvements to shared roads. The proposed agreement provides a cost-sharing method that the City believes is fair and reasonable for both communities. The agreement also provides for a separate cost-share agreement for each significant road improvement project. This project-specific agreement will establish the scope and cost of the improvement, each party’s share of the cost, payment terms, project timeline, and other applicable responsibilities.

The City and its legal counsel are currently working on a separate cost-share agreement for the proposed Thrane Drive improvement. That agreement is anticipated to be presented to the City Council in October.

- The proposed agreement provides several important benefits to both communities:
- Establishes clearer responsibilities for maintenance of shared roads.
 - Creates a defined process for addressing significant capital improvements.
 - Establishes a consistent and predictable approach to cost sharing.



CITY COUNCIL MEETING

AGENDA ITEM

- Provides Pelican Township with an opportunity to participate in planning projects that affect both communities.
- Replaces outdated provisions of the 1977 agreement related to shared road responsibilities.

Both communities view the proposed agreement as a positive step forward in strengthening the partnership between Breezy Point and Pelican Township. Most importantly, it provides a framework that allows both parties to participate in decisions regarding roads that serve taxpayers in both communities.

BUDGET IMPACT

The proposed agreement does not, by itself, authorize a specific road improvement project or expenditure. Costs associated with individual capital improvements will be addressed through separate project-specific cost-share agreements brought forward for consideration at future meetings.

STAFF RECOMMENDATION:

Approve the agreement as presented.

CITY OF BREEZY POINT AND PELICAN TOWNSHIP
COUNTY OF CROW WING
STATE OF MINNESOTA

PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT

This Public Works Services Joint Powers Agreement (“**Agreement**”) is made by and between the City of Breezy Point (“**Breezy Point**”) and Pelican Township (“**Pelican**”). Breezy Point and Pelican may hereinafter be referred to individually as a “party” and collectively as the “parties.”

Recitals

WHEREAS, the City of Breezy Point and the Town of Pelican adopted a Joint Resolution on December 5 and December 12, 1977 (“1977 Joint Resolution”); and

WHEREAS, the parties share an extensive border across which multiple roads extend, and the parties have determined that it is efficient and cost-effective to allocate and delegate responsibility for providing certain maintenance services and repair services for portions of such roads without regard to jurisdictional boundaries; and

WHEREAS, the roads jointly used or traversing the boundary between the parties include certain sections of Ranchette Drive, Sunset Valley Road, Thrane Road, Edgewater Circle, Navaho Trail, and Dove Street (collectively, the “**Shared Roads**”); and

WHEREAS, the parties desire to establish the terms under which they will divide and furnish Road Services for the Shared Roads and for any other roads addressed in this Agreement which supersede the 1977 Joint Resolution.

Agreement

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. **Purpose:** This Agreement provides the terms and conditions under which each party will perform Road Services on the roads identified in this Agreement. This Agreement is also intended to serve as a line road agreement under Minnesota Statutes, section 164.14, subdivision 2 with respect to those Shared Roads that constitute line roads under the statute. This Agreement supersedes and replaces all road maintenance obligations contained in the 1977 Joint Resolution.
2. **Legal authority:** This Agreement is authorized by Minnesota Statutes, sections 471.59 and 164.14.
3. **Maintenance and Repair Services Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - a. “Road Services” means all services identified in this Agreement.

- b. “Maintenance Services” means the routine, recurring road-maintenance activities delegated among the parties under this Agreement. Maintenance Services consist of the following:
 - i. Winter maintenance, such ~~as~~ snow plowing and sanding/salting performed in accordance with each party’s standard policies and practices.
 - ii. Summer maintenance, such as roadside mowing, weed control (including the spraying of noxious weeds), and removal of brush and vegetation from road rights-of-way as needed, performed in accordance with each party’s standard policies and practices.
 - c. “Repair Services” means road-repair activities, excluding Maintenance Services, and consists of providing the following materials or performing the following services as needed:
 - i. Providing materials, including the purchase and application of gravel, aggregate, or other materials placed on a roadway for repair or improvement work;
 - ii. Conducting routine repairs, including pothole repairs, crack sealing, asphalt patching, and shouldering work performed; and
 - iii. Conducting tree removal, including the removal of trees from road rights-of-way as needed to prevent interference with travel, visibility, maintenance operations, or roadway safety.
4. **Maintenance Road Identification and Responsibilities:** Attached hereto as Exhibit A is a map of the roads along the boundary between the parties (“**Map**”). The Map designates the roads for which Breezy Point and Pelican are responsible and the scope of such responsibilities, as set forth below:

Road Color	Responsibility
Red	Breezy Point is responsible for Maintenance Services and Repair Services.
Blue	Pelican is responsible for Maintenance Services and Repair Services.
Orange	Pelican is responsible for Maintenance Services. Breezy Point is responsible for Repair Services.
Green	Breezy Point is responsible for Maintenance Services. Pelican is responsible for Repair Services.

All roads not designated on the Map shall be the responsibility of the party within whose jurisdictional boundaries such roads are located, or of the State or County, as applicable.

5. **Capital Improvement Definition:** “Capital Improvement Repair” is be defined as the following:
- i. “Full Depth Reconstruction” means the full removal of the existing street infrastructure, including bituminous and underlying base materials and replacing with new base. This method may include improvements to underlying utilities.
 - ii. “Full Depth Reclamation” means the reclamation of the existing pavement and base materials in place to create a new, stabilized base layer. This recycled material is then compacted and overlaid with new asphalt or concrete.
 - iii. “Mill and Overlay” mean the removal of the top portion of bituminous and replacement of a new mat of bituminous.
 - iv. “Basic Overlay” means the overlay of existing bituminous roads with adequate drainage and requiring no engineering

6. **Capital Improvement Responsibilities**

- a. Capital Improvement Repairs to Shared Roads shall be undertaken only upon the mutual written agreement of the parties. No Capital Improvement Repair may be initiated, scheduled, or performed by either party without such mutual written agreement, regardless of jurisdictional location or cost-sharing formulas contained in this Agreement.
- b. Unless otherwise provided in a separate, written joint agreement, the cost of capital improvements to Shared Roads shall be divided between the parties in proportion to their respective ownership of the entire Shared Road, as calculated by linear feet of the Shared Road within the jurisdiction of each party divided by the entire length of the Shared Road. The Parties responsibilities for Capital Improvement Repairs is set out below on two exemplar roads:
 - Road A is a 2-mile Shared Road. One mile of Road A lies directly along the common municipal boundary and is therefore jointly owned by Breezy Point and Pelican in equal shares. The remaining one mile lies entirely within the jurisdictions of the parties, with 0.75 miles located within Breezy Point and 0.25 miles located within Pelican.

For purposes of allocating the cost of capital improvements under this Agreement, each party’s ownership share is calculated by adding (a) its one-half ownership of the boundary segment (0.50 miles each), and (b) the portion of the remaining mile located within its jurisdiction. Under this calculation,

Breezy Point owns 1.25 miles of Road A ($0.50 + 0.75$), and Pelican Township owns 0.75 miles ($0.50 + 0.25$).

Accordingly, Breezy Point is responsible for 62.5% of the capital-improvement costs ($1.25 \div 2.00$), and Pelican Township is responsible for 37.5% ($0.75 \div 2.00$). If a capital improvement to Road A costs \$500,000, Breezy Point shall pay \$312,500 (62.5%), and Pelican Township shall pay \$187,500 (37.5%).

- Road B is a 4-mile Shared Road. Two miles of Road B lie directly along the common municipal boundary and are therefore jointly owned by Breezy Point and Pelican Township in equal shares. The remaining two miles lie entirely within the jurisdictions of the parties, with 1.1 miles located within Breezy Point and 0.9 miles located within Pelican.

For purposes of allocating the cost of capital improvements under this Agreement, each party’s ownership share is calculated by adding (a) its one-half ownership of the boundary segment (1.0 mile each), and (b) the portion of the remaining two miles located within its jurisdiction. Under this calculation, Breezy Point owns 2.1 miles of Road B ($1.0 + 1.1$), and Pelican Township owns 1.9 miles ($1.0 + 0.9$).

Accordingly, Breezy Point is responsible for 52.5% of the capital-improvement costs ($2.1 \div 4.0$), and Pelican Township is responsible for 47.5% ($1.9 \div 4.0$). If a capital improvement to Road B costs \$450,000, Breezy Point shall pay \$236,250 (52.5%), and Pelican Township shall pay \$213,750 (47.5%).

7. **Scope of Capital Improvement Repairs**

- a. Any Capital Improvement Repair undertaken on a Shared Road shall apply to the entire length of that Shared Road, including the portions within both parties’ jurisdictions. Partial or segment-specific Capital Improvement Repairs may be performed only if both parties mutually agree in writing to limit the scope of the project.
 - b. The parties may, by separate written agreement, approve a Capital Improvement Repair that is limited to a defined segment of a Shared Road and allocate costs for that segment in accordance with such agreement.
8. **Administration and Services:** The administration of Road Services under this Agreement shall be the sole responsibility of the appropriate officials of Breezy Point and Pelican. It is further agreed that the Pelican Board Chair, or his or her designee, shall confer with the Breezy Point Mayor, or his or her designee, when requested by either party on any matter relating to public works services being provided pursuant to this Agreement.
9. **Maintenance Employees:** Each party is responsible for their own employees engaged in performing any of the Road Services under this Agreement. Nothing in this Agreement shall constitute, or be construed as, either party agreeing to accept responsibility for the other party or the other party’s employees.

10. **Communication Regarding Needed Repairs:** In situations where a party is responsible for providing Maintenance Services on a roadway under this Agreement but is not responsible for performing Repair Services on that roadway, the party performing the Maintenance Services shall notify the other party when it becomes aware that Repair Services are reasonably necessary to maintain safe and passable conditions. Such notice shall be provided within a reasonable time after the condition is identified and shall include a description of the observed issue sufficient to allow the other party to evaluate and address the repairs. Nothing in this section shall be construed to obligate either party to perform Repair Services except as otherwise provided in this Agreement or in a separate written agreement.
11. **Insurance:** Each party agrees to maintain general liability insurance during the entire term of this Agreement. The package insurance policies offered by the self-insurance pools established by their respective local government membership organizations shall constitute sufficient insurance coverage for the purposes of this Agreement.
12. **Indemnification:** Breezy Point agrees to indemnify and defend Pelican, its officers, and employees from any claim or suit, and resulting costs (including defense costs) arising out of or related to the alleged negligent act or failure to act by Breezy Point, its officers, or employees in its performance of Road Services pursuant to this Agreement. Pelican agrees to indemnify and defend Breezy Point, its officers, and employees from any claim or suit, and resulting costs (including defense costs) arising out of or related to the alleged negligent act or failure to act by Pelican, its officers, or employees in its performance of Road Services pursuant to this Agreement.

To the extent a court considers this Agreement to constitute a joint venture or joint enterprise between the parties, any liability arising from or related to the activities contemplated by this Agreement shall be considered as against a single entity and shall not exceed the limit for a single entity as provided in Minnesota Statutes, section 471.59, subdivision 1a. Nothing in this Agreement shall be construed as a waiver of any liability limits or immunities contained in Minnesota Statutes, Chapter 466, nor as the acceptance by either party of the other party's liability for the purposes of Minnesota Statutes, section 471.59, subdivision 1a or otherwise.

13. **Delegation.** Each party hereby delegates to the other party such authority as may be needed for the designated party to perform Road Services in accordance with the terms of this Agreement.
14. **Disputes.** The parties mutually agree the terms of this Agreement constitute an equitable agreement for the purposes of Minnesota Statutes, section 164.14. However, if either party determines this Agreement has become inequitable, or if any other dispute arises regarding this Agreement, the parties will first meet to discuss the issues and use good faith efforts to resolve the disagreement. In the event the parties are not able to resolve the disagreement, and if the dispute involves the fairness of the division of costs or responsibilities under the Agreement, either party may submit the issue to the county board for a determination in accordance with Minnesota Statutes, section 164.14, subdivision 4. For any Shared Road that does not constitute a line road, the parties may mutually agree to submit the dispute to

mediation for resolution, but if the parties do not agree to mediation, or some other form of alternative dispute resolution, either party may seek relief in district court.

- 15. **No Guarantee:** The parties understand and agree that, given varying weather conditions and availability of resources, they will endeavor to provide the Road Services indicated herein, but they do not represent, warrant, or guarantee that their work will meet any particular criteria or standards, or that it will be delivered within any particular time. The parties will include the roads identified in this Agreement as being under their respective responsibility in their maintenance schedules and will provide the identified Road Services in accordance with their usual policies and procedures.
- 16. **Term and Termination:** This Agreement shall remain in effect unless terminated by either party as provided herein. Termination of the remaining provisions of this Agreement shall be effective by providing the other party with written notice of termination not less than ninety (90) days prior to the date of termination. Either party, at its option, may terminate the Agreement upon thirty (30) days' written notice if the other party fails to cure a material breach of this Agreement within a reasonable cure period identified in the written notice of default.
- 17. **Modifications:** Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by each party.
- 18. **Governing Law:** This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.
- 19. **No Third Party Rights:** This Agreement is solely for the benefit of the parties. This agreement shall not create or establish any rights in or for the benefit of any third party.
- 20. **Executed in Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement.
- 21. **Effective date:** This Agreement is effective on the date of the last party to execute it.

CITY OF BREEZY POINT

PELICAN TOWNSHIP

By: _____
Its: Mayor

By: _____
Its: Town Board Chair

By: _____
Its: City Clerk

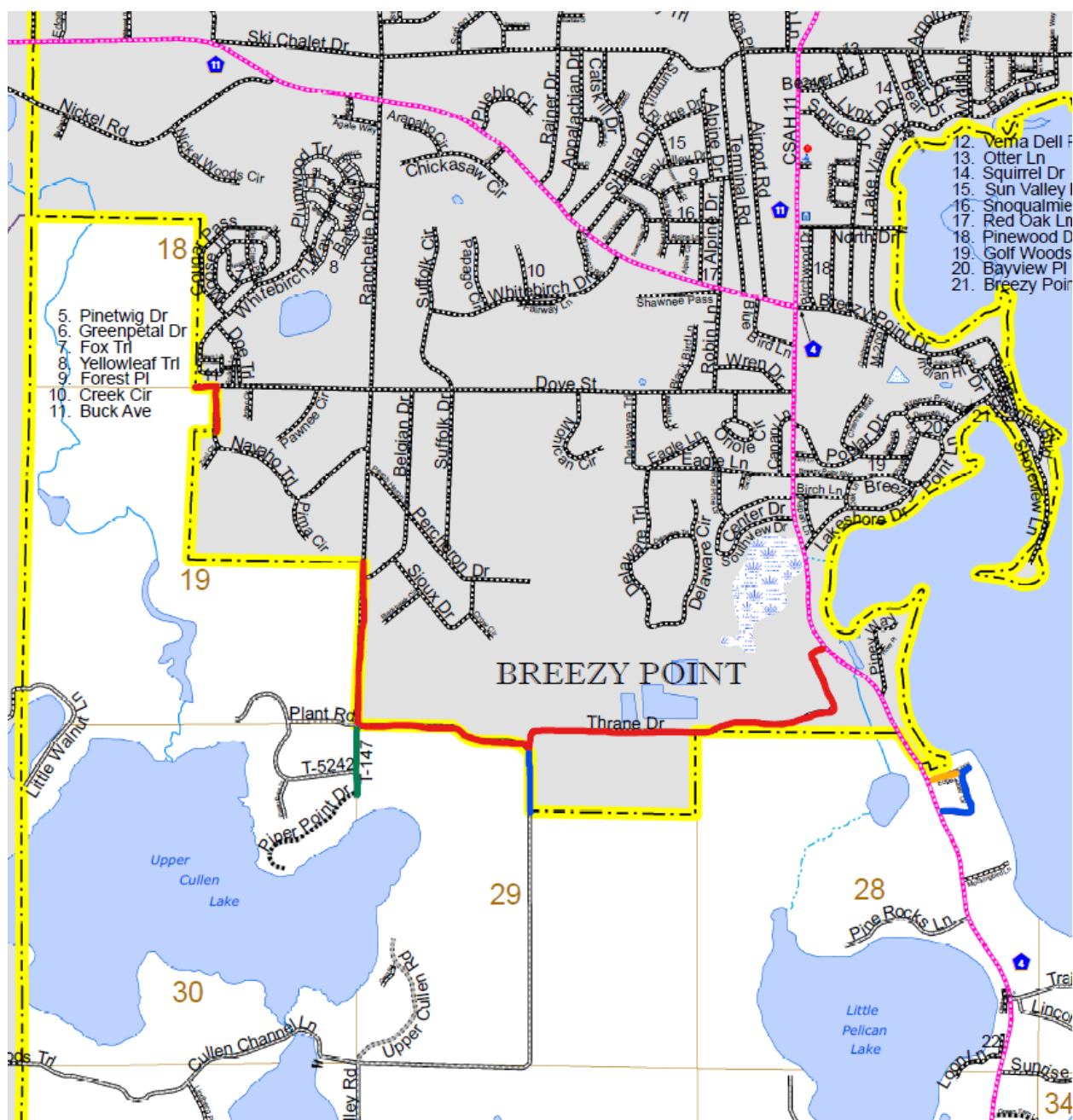
By: _____
Its: Clerk

Date: _____

Date: _____

Exhibit A

Road Map





CITY COUNCIL MEETING

AGENDA ITEM

Prepared By: <i>Allie Polsfuss, City Administrator, Joe Zierden Public Works Director</i>	Meeting Date: <i>09/14/2026</i>	Item Name: <i>Lease Agreement with Tremolo</i>
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BACKGROUND

In 2012, the City Council approved a land lease for the building structure located behind the ball fields off North Drive for cable and telecommunications purposes for approximately \$200.00/month. The lease agreement ended in 2023. Following Charter’s departure from the building, the structure has been used by the City’s Public Works Department for storage.

In July 2026, Tremolo Communications approached the City regarding leasing the building for its telecommunications operations. Staff has worked with Tremolo to develop the proposed lease agreement included as Attachment A.

OVERVIEW

Below is a summary of the terms of agreement:

Term & Rent

- Initial term: 10 years — January 1, 2027 through December 31, 2036.
- Rent: \$1,000/month (\$12,000/year).
- Rent is paid annually in advance on January 1.
- No security deposit.
- Tenant may renew for additional 10-year terms, with no stated limit on the number of renewals.
- Rent increases 5% at the beginning of each renewal term.
- Tenant is generally required to provide 180 days' notice regarding renewal.

Other Key Terms

- City is responsible for snow and ice removal from the access drives, parking areas, walkways, and entrances outside the tenant’s fenced area.
- Tenant is responsible for utilities, including electricity, gas, water/sewer, telecommunications, and refuse.
- Tenant is responsible for routine interior maintenance and repairs.
- City remains responsible for certain major building components and capital replacements, as outlined in the lease agreement.
- Tenant may make certain nonstructural improvements and install telecommunications equipment, cabling, conduit, and related infrastructure in accordance with the lease.
- Tenant is required to maintain specified liability and property insurance coverage

After discussions with Public Works Director Zierden, the department will relocate its equipment currently stored in the building and identify alternative storage. Public Works will have the building ready for lease to Tremolo. Staff believes this is a good opportunity to put the City-owned building to productive use while generating rental income for the City. Legal Counsel has reviewed the proposed agreement

STAFF RECOMMENDATION:

Approve the agreement as presented.

COMMERCIAL BUILDING LEASE
CITY OF BREEZY POINT, LANDLORD
and
TRI-CO TECHNOLOGIES, LLC
D/B/A TREMOLO COMMUNICATIONS, TENANT

Former Charter Spectrum Building
Breezy Point, Minnesota

THIS COMMERCIAL BUILDING LEASE (the “Lease”) is entered into as of [_____], 2026 (the “Effective Date”), by and between the CITY OF BREEZY POINT, a Minnesota municipal corporation (“Landlord” or the “City”), and TRI-CO TECHNOLOGIES, LLC, a Minnesota limited liability company, doing business as Tremolo Communications (“Tenant”). Landlord and Tenant may each be a “Party” and together the “Parties.”

RECITALS

- A.** Landlord owns the building and related land formerly occupied by Charter Spectrum in the City of Breezy Point, Crow Wing County, Minnesota.
- B.** Tenant intends to use the Premises in connection with its fiber-optic and telecommunications operations beginning in or about 2027.
- C.** The Parties desire that Tenant lease the entire building, together with the associated parking, access, and fenced areas, on the terms stated below.

NOW, THEREFORE, in consideration of the mutual covenants stated below, the Parties agree:

ARTICLE 1
BASIC LEASE INFORMATION

TERM	AGREED OR DRAFTED PROVISION
Landlord	City of Breezy Point, a Minnesota municipal corporation
Landlord Address	8319 County Road 11, Breezy Point, MN 56472; Attn: City Administrator
Tenant	Tri-Co Technologies, LLC, a Minnesota limited liability company, d/b/a Tremolo Communications
Tenant Address	c/o Josh Netland, CEO/General Manager, 40040 State Highway 6, P.O. Box 100, Emily, MN 56447; email: jnetland@emilytel.com
Premises	Exclusive possession of the former Charter Spectrum building and the 1,600-square-foot Proposed Lease Area shown on Exhibit A (collectively, the “Premises”). Tenant also has a nonexclusive right of 24-hour access over the 20-foot access easement shown on Exhibit A. Landlord may use that access easement and enter exterior areas outside the Premises without unreasonably interfering with Tenant’s access, parking, security, utility service, fiber facilities, or operations.

Permitted Use	Fiber-optic and telecommunications operations; office, equipment, storage, maintenance, and the installation, entry, and routing of fiber-optic facilities into the building, including nonstructural coring or drilling through the floor or exterior, conduit, cabling, and related equipment; and other lawful uses incidental thereto.
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TERM	AGREED OR DRAFTED PROVISION
Initial Term	Ten (10) years.
Commencement Date	January 1, 2027
Expiration Date	December 31, 2036
Base Rent	\$1,000 per month (\$12,000 per year), payable annually. 5% increase at the beginning of each Renewal Term.
Security Deposit	None.
Renewal Terms	Successive additional terms of ten (10) years each, with no limit on the number of renewal terms; written notice at least one hundred eighty (180) days before expiration of the then-current term; Base Rent is \$1,000 per month (\$12,000 per year), payable annually, and increases by five percent (5%) at the beginning of each Renewal Term.

1.1 Exhibits. The following exhibits are incorporated into this Lease: Exhibit A – Certificate of Survey, Legal Description, and Depiction of Premises; Exhibit B – Existing Property Inventory; Exhibit C – Memorandum of Lease; and Exhibit D – Commencement Date Certificate.

1.2 Priority. If the Basic Lease Information conflicts with another provision of this Lease, the more specific provision controls. A bracketed or incomplete item is not agreed until completed in a writing signed by both Parties.

ARTICLE 2

LEASE OF PREMISES; POSSESSION; EXISTING PROPERTY

2.1 Lease. Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, subject to the terms of this Lease. Tenant shall have exclusive possession of the Premises during the Term, except for Landlord’s reserved entry rights.

2.2 Delivery of Possession. Landlord shall deliver the Premises vacant and broom-clean, except for the Existing Property described in Section 2.3, with all keys, access devices, and existing utility information, on the Commencement Date. Any office equipment or other property the City intends to remove must be removed before delivery unless included in Exhibit B.

2.3 Existing Property. All fixtures, equipment, furnishings, and other items located at the Premises on the Commencement Date and listed in Exhibit B (the “Existing Property”), including the standby generator, shall remain at the Premises for Tenant’s use during the Term. Exhibit B shall identify, to the extent practical, ownership, condition, maintenance responsibility, replacement responsibility, and disposition at the end of the Term. No item shall be treated as abandoned merely because it is omitted from Exhibit B.

2.4 Condition Review. Before the Commencement Date, the Parties shall jointly inspect the Premises and may attach a written condition report and photographs to Exhibit B. Tenant’s taking possession will acknowledge receipt of possession but will not waive latent defects, Landlord’s express obligations, or conditions that could not reasonably have been identified during the inspection.

ARTICLE 3

TERM; COMMENCEMENT; RENEWAL

3.1 Commencement. The Initial Term is ten (10) years and begins January 1, 2027 (the “Commencement Date”). Landlord shall deliver possession as provided in Section 2.2 no later than the Commencement Date. The Parties may complete a Commencement Date Certificate substantially in the form of Exhibit D

to confirm delivery of possession and the condition documentation, but failure to execute the certificate does not change the Commencement Date.

3.2 Expiration. The Initial Term expires at 11:59 p.m. on December 31, 2036, unless sooner terminated or extended under this Lease.

3.3 Renewal. Provided Tenant is not in uncured material default when notice is given and when the applicable renewal term begins, Tenant may renew this Lease for successive additional terms of ten (10) years each by giving Landlord written notice at least one hundred eighty (180) days before expiration of the then-current term. There is no limit on the number of renewal terms available to Tenant, although Landlord may decline a renewal and terminate this Lease by giving notice to Tenant at least 180 days before expiration of the then current term. Each renewal term will be on the same terms as the then-current term, except Base Rent will increase by five percent (5%) at the beginning of that Renewal Term.

ARTICLE 4 RENT; TAXES; UTILITIES; OTHER CHARGES

4.1 Base Rent. Tenant shall pay Base Rent of One Thousand Dollars (\$1,000.00) per month, payable in one lump-sum annual payment of Twelve Thousand Dollars (\$12,000.00) in advance on or before January 1 of each calendar year, without demand and without offset except as expressly permitted by this Lease. For the first lease year or any partial lease year, the annual Base Rent shall be prorated based on the number of days in that lease year. Base Rent increases by five percent (5%) at the beginning of each Renewal Term, as provided in Section 3.3.

4.2 Payment. Rent shall be paid to the City at the Landlord Address or by another method designated by the City in writing. No barter, service credit, or in-kind consideration shall reduce Base Rent.

4.3 Utilities. Tenant shall place separately metered utilities in Tenant's name when reasonably available and shall pay all charges for electricity, gas, water, sewer, telecommunications, refuse, and other utilities serving the Premises during the Term. Landlord shall reasonably cooperate with utility transfers and metering.

4.4 Taxes and Assessments. Because Landlord is a municipal corporation, the Premises may presently be exempt from real property taxation. Tenant shall pay any real property tax, personal property tax, possessory-interest tax, or assessment lawfully imposed because of Tenant's occupancy, business, personal property, or improvements, but Tenant shall not be responsible for taxes attributable to Landlord's income, ownership apart from Tenant's use, or other City property. Landlord shall promptly provide any tax statement or notice affecting Tenant's payment obligation.

4.5 Operating Costs. Except for costs expressly assigned to Landlord, Tenant shall pay the ordinary costs of operating the Premises during the Term. Tenant is not responsible for Landlord's general governmental or administrative overhead, debt service, costs unrelated to the Premises, or costs caused by Landlord's breach, negligence, or willful misconduct.

ARTICLE 5 USE; ACCESS; COMPLIANCE

5.1 Permitted Use. Tenant may use the Premises for the Permitted Use. Tenant shall not knowingly create a nuisance or use the Premises for an unlawful purpose.

5.2 Continuous Access. Tenant and its employees, contractors, customers, invitees, and service providers shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week, every day of the year, over the access areas shown on Exhibit A. Landlord shall not block or materially interfere with access, parking, equipment operation, or utility service.

5.3 Parking and Fenced Area. Tenant has the exclusive right to use the parking area and fenced area included within the Premises. Landlord shall not store vehicles, equipment, or materials in those areas without Tenant’s prior written consent.

5.4 Legal Compliance. Each Party shall comply with laws applicable to its obligations. Tenant shall obtain permits and approvals for Tenant’s particular installations and operations. Landlord shall reasonably cooperate with applications that require owner participation, provided Tenant reimburses Landlord’s reasonable out-of-pocket costs approved in advance.

5.5 Municipal Capacity. When acting as Landlord, the City shall perform its contractual obligations in good faith. Nothing in this Lease requires the City to surrender or contract away its legislative, regulatory, police, or permitting authority, and no regulatory approval is granted by execution of this Lease.

ARTICLE 6

MAINTENANCE; REPAIR; SNOW REMOVAL

6.1 Tenant Maintenance. Tenant shall keep the interior of the building, its personal property, and Tenant-installed improvements clean, orderly, and in good repair. Tenant shall perform and pay for routine maintenance, scheduled service, consumables, and minor repairs for the Premises and the building systems serving the Premises, including doors, locks, interior finishes, plumbing fixtures, lighting, HVAC equipment, electrical components, and the standby generator. Tenant shall also provide generator fuel and perform routine testing and scheduled generator service. Ordinary wear, casualty, and Landlord’s capital-replacement obligations are excepted.

6.2 Landlord Maintenance. Landlord shall maintain and replace the foundation, load-bearing walls, roof structure and membrane, exterior envelope, and pre-existing capital building systems. Landlord shall also pay for capital replacements under Section 6.3 and correct latent defects and conditions existing before the Commencement Date that materially impair the Permitted Use, except to the extent damage is caused by Tenant or persons under Tenant’s control.

6.3 Capital Replacements. Landlord is responsible for the cost of capital replacement of the HVAC, electrical service, plumbing service, standby generator, paving, fencing, and other pre-existing building systems when replacement is required because of age, ordinary wear, latent defect, or the end of the item’s useful life. “Capital replacement” means the nonrecurring replacement of all or a substantial component of a pre-existing system and does not include routine maintenance, scheduled service, consumables, or minor repair. Tenant is responsible for repair or replacement necessitated by Tenant’s misuse, negligence, or alterations.

6.4 Notice and Emergency Work. A Party shall promptly notify the other of a condition requiring the other Party’s work. In an emergency threatening persons, property, critical telecommunications service, or material interruption of the Permitted Use, Tenant may take reasonable protective action and shall promptly notify Landlord. Reimbursement will follow the responsibility allocation in this Lease.

6.5 Snow and Ice Removal. Landlord shall provide and pay for timely snow and ice removal from access drives, parking areas, walkways, and entrances outside the fence. Landlord shall perform the work to a commercially reasonable standard and without materially impairing Tenant’s access.

ARTICLE 7

ALTERATIONS; TENANT’S EQUIPMENT; LIENS

7.1 Alterations. Tenant may make nonstructural alterations and install cabling, racks, communications equipment, backup power systems, security systems, signage, and related improvements consistent with the Permitted Use. Structural alterations require Landlord’s prior written approval, which shall not be unreasonably withheld, conditioned, or delayed. Landlord may require reasonable plans and proof of permits.

7.2 Ownership. Tenant's movable equipment, trade fixtures, cabling, electronics, signage, and other items installed at Tenant's expense remain Tenant's property. Existing Property remains owned as stated in Exhibit B. Except as otherwise agreed, permanently affixed improvements that cannot be removed without material damage become Landlord's property upon expiration, subject to Section 15.1.

7.3 Generator. Tenant may operate and connect to the existing standby generator for the Permitted Use. Tenant shall provide fuel and perform routine testing, scheduled maintenance, and minor repairs. Landlord shall pay for capital replacement required because of age, ordinary wear, latent defect, or the end of the generator's useful life. Tenant is responsible for repair or replacement necessitated by Tenant's misuse, negligence, or alterations. The generator shall remain City-owned property at the end of the Term.

7.4 Liens. Tenant shall keep the Premises free of mechanics' liens arising from work ordered by Tenant. Tenant may contest a lien in good faith if it prevents enforcement against Landlord's interest by bond or other lawful security. Landlord shall not claim a lien against Tenant's equipment or personal property except to the extent a nonwaivable lien is created by law.

ARTICLE 8 INSURANCE

8.1 Tenant Coverage. During the Term, Tenant shall maintain: (a) commercial general liability insurance with limits of not less than \$1,500,000 per occurrence and \$2,000,000 aggregate; (b) property insurance covering Tenant's personal property and Tenant-owned improvements at replacement cost; (c) workers' compensation as required by law; and (d) automobile liability insurance of at least \$1,000,000 combined single limit if vehicles are regularly used at the Premises.

8.2 Landlord Coverage. Landlord shall maintain property insurance or a lawful municipal self-insurance program covering the City-owned building and Existing Property for risks and in amounts the City customarily maintains for comparable municipal property.

8.3 Evidence; Additional Insured. Upon request, each Party shall provide reasonable evidence of required coverage. Tenant's liability policy shall name the City and its officials, employees, and agents as additional insureds for claims arising from Tenant's use, subject to customary policy terms.

8.4 Waiver of Subrogation. To the extent covered by property insurance and permitted by applicable policies, each Party waives claims against the other for insured property loss, and each shall seek an appropriate waiver of subrogation from its insurer.

ARTICLE 9 INDEMNIFICATION; LIABILITY

9.1 Tenant Indemnity. To the extent permitted by law, Tenant shall defend, indemnify, and hold harmless Landlord and its officials, employees, and agents from third-party claims for bodily injury, death, or property damage to the extent caused by Tenant's negligence, willful misconduct, breach of this Lease, or use of the Premises, except to the extent caused by Landlord.

9.2 Landlord Responsibility. Landlord is responsible for third-party claims to the extent caused by Landlord's negligence, willful misconduct, or breach, subject to all defenses, immunities, procedural requirements, and liability limits available under Minnesota law, including Minnesota Statutes Chapter 466. Nothing in this Lease expands or waives the City's statutory limits or immunities.

9.3 Consequential Damages. Except for indemnified third-party claims, unpaid monetary obligations, misuse of confidential or proprietary rights, or willful misconduct, neither Party is liable to the other for punitive, special, incidental, or consequential damages, including lost profits.

ARTICLE 10 CASUALTY; CONDEMNATION

10.1 Casualty Notice. A Party learning of material casualty damage shall promptly notify the other. Base Rent shall abate proportionately while the Premises are unusable for the Permitted Use, unless the casualty was caused by Tenant's negligence or willful misconduct.

10.2 Restoration. Landlord shall reasonably promptly restore the City-owned building after an insured casualty unless Landlord reasonably determines that restoration is unlawful, impracticable, or not approved by the City Council. Tenant shall restore Tenant's property and improvements.

10.3 Termination After Casualty. Either Party may terminate by written notice if the Premises cannot reasonably be restored within one hundred eighty (180) days, restoration is not commenced within ninety (90) days, or fewer than twelve (12) months remain in the Term and the damage materially impairs the Permitted Use.

10.4 Condemnation. If all or a material part of the Premises is taken or access is materially impaired by eminent domain, either Party may terminate. Landlord receives the award for the real property; Tenant may separately claim relocation costs, business interruption, Tenant-owned improvements, and other amounts lawfully payable without reducing Landlord's award.

ARTICLE 11 ENVIRONMENTAL MATTERS

11.1 Tenant Activities. Tenant shall not release or dispose of hazardous materials at the Premises in violation of law. Ordinary quantities of fuel, batteries, cleaning products, and materials customarily used in telecommunications operations may be kept and used in compliance with law.

11.2 Pre-Existing Conditions. Tenant is not responsible for contamination existing before the Commencement Date or caused by Landlord or third parties not under Tenant's control. Landlord shall disclose known environmental reports, spills, tanks, regulated materials, and notices affecting the Premises.

11.3 Remediation. The Party responsible for a release shall perform required investigation and remediation and protect the other Party from direct claims and costs arising from that release. These obligations survive termination.

ARTICLE 12 ASSIGNMENT AND SUBLETTING

12.1 General Rule. Tenant shall not assign this Lease or sublet all or substantially all of the Premises without Landlord's prior written consent, withheld, conditioned, or delayed.

12.2 Permitted Transfers. Without Landlord's consent, Tenant may assign this Lease or sublet to an affiliate, successor by merger or reorganization, or purchaser of substantially all of Tenant's telecommunications assets or operations serving the Premises, after written notice and assumption of Tenant's obligations. Tenant remains liable unless Landlord expressly releases it in writing.

ARTICLE 13 DEFAULT AND REMEDIES

13.1 Tenant Default. Tenant is in default if: (a) Tenant fails to pay an undisputed amount within fifteen (15) days after written notice; (b) Tenant fails to cure another breach within thirty (30) days after notice, provided that a cure reasonably requiring more time is timely if commenced within thirty (30) days and

diligently completed; or (c) a default occurs under applicable insolvency law and is not dismissed within the legally applicable period.

13.2 Landlord Remedies. After an uncured Tenant default, Landlord may terminate this Lease, recover possession through lawful process, recover amounts due and direct damages, perform Tenant's obligation at Tenant's reasonable cost, and exercise other remedies available by law. Landlord shall mitigate damages as required by law.

13.3 Landlord Default. Landlord is in default if it fails to cure a material breach within thirty (30) days after notice, subject to a reasonable extension if cure begins within that period and is diligently completed. Tenant may seek specific performance, damages subject to applicable law, rent abatement proportionate to material loss of use, or termination if the breach substantially defeats the Permitted Use and remains uncured.

13.4 No Self-Help Eviction. Landlord shall not exclude Tenant, interrupt essential utilities, or seize Tenant's property except through lawful process or as reasonably necessary to address an immediate threat to persons or property.

13.5 Cumulative Remedies. Remedies are cumulative unless this Lease expressly states otherwise. A Party's delay in exercising a remedy is not a waiver.

ARTICLE 14 LANDLORD ENTRY; QUIET ENJOYMENT

14.1 Quiet Enjoyment. So long as Tenant is not in uncured material default, Tenant may peaceably and quietly possess and use the Premises without interference by Landlord or persons claiming through Landlord.

14.2 Entry. Landlord may enter on reasonable advance notice during reasonable hours to inspect, perform Landlord's work, or show the Premises. . No advance notice is required in a genuine emergency. Landlord shall minimize interference with Tenant's secure systems and operations and comply with Tenant's reasonable safety and security protocols.

ARTICLE 15 SURRENDER; HOLDOVER

15.1 Surrender. At expiration or termination, Tenant shall return the Premises broom-clean and in substantially the condition received, ordinary wear, casualty, condemnation, and Landlord-responsibility items excepted. Tenant shall remove its equipment and trade fixtures and repair material removal damage. Buried cable and improvements Landlord elects in writing to retain may remain.

15.2 Existing Property. Existing Property shall remain or be disposed of as stated in Exhibit B. Tenant has no duty to remove City-owned items unless the Parties expressly agree in writing.

15.3 Holdover. If Tenant remains after expiration with Landlord's consent and without a new written lease, the tenancy is month-to-month at one hundred twenty percent (120%) of the monthly equivalent of the annual Base Rent then in effect, subject to the other applicable terms of this Lease, and terminable on thirty (30) days' written notice.

ARTICLE 16 NOTICES

16.1 Method. A notice under this Lease must be in writing and delivered personally, by nationally recognized overnight courier, or by United States certified mail, return receipt requested, to the addresses in Article 1. A courtesy copy may be sent by email, but email alone is not formal notice unless receipt is acknowledged in writing.

16.2 Effectiveness. Notice is effective upon receipt or refusal. Either Party may change its notice address by notice complying with this Article.

ARTICLE 17 GENERAL PROVISIONS

17.1 Authority and Approval. Each signer represents that the signer is authorized to execute this Lease. Landlord's obligations are conditioned on approval by the Breezy Point City Council and execution by authorized City officials in compliance with applicable law.

17.2 No Partnership. This Lease creates only a landlord-tenant relationship and does not create a partnership, joint venture, agency, or employment relationship.

17.3 Governing Law; Venue. Minnesota law governs this Lease. Venue for a dispute shall lie in Crow Wing County, Minnesota, unless applicable law requires otherwise.

17.4 Attorneys' Fees. In an action to enforce this Lease, the prevailing Party may recover reasonable attorneys' fees and costs to the extent permitted by law.

17.5 Entire Agreement; Amendment. This Lease and its exhibits contain the entire agreement concerning the Premises and supersede prior discussions. An amendment must be in writing and signed by both Parties.

17.6 Severability. If a provision is unenforceable, it shall be enforced to the maximum lawful extent, and the remaining provisions remain effective.

17.7 Counterparts; Electronic Signatures. This Lease may be signed in counterparts and by electronic signature, each of which is deemed an original and all of which form one instrument.

17.8 Time of Essence. Time is of the essence for payment, notice, renewal, and surrender obligations.

17.9 Memorandum of Lease. At Tenant's request, the Parties shall execute a memorandum substantially in the form of Exhibit C. Tenant may record it at Tenant's expense. The memorandum shall not state rent or other confidential business terms.

17.10 Interpretation. Headings are for convenience only. "Including" means "including without limitation." This Lease is the jointly negotiated agreement of sophisticated Parties and shall not be construed against either Party as drafter.

THIRTEENTH

ALLEY

ADDITION TO

- SANITARY SEWER LINE

BITUMINOUS
SURFACE TRAIL

100

BREEZY POINT

20

PROPOSED
LEASE
AREA
1,600 SQ.FT.

PROPOSED 20.00 FOOT
WIDE ACCESS EASEMENT
1,004 SQ.FT.

— SOUTH LINE
OF LOT 19

ESTATES

SOUTHEAST CORNER OF
LOT 19, THIRTEENTH
ADDITION TO BREEZY
POINT ESTATES

BITUMINOUS
SURFACE
ROADWAY

NORTH / DRIVE

BREEZY POINT

BLOCK

19

△

TELEPHONE
PEDESTAL 

Block

10

ESTATES

0 30 60

(IN FEET)

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

- = DENOTES FOUND IRON MONUMENT
○ = DENOTES 1/2 INCH IRON PIPE MONUMENT
SET AND MARKED RLS # 41643

That part of Lot 19, THIRTEENTH ADDITION TO BREEZY POINT ESTATES, according to the recorded plat thereof, on file in the Crow Wing County, Minnesota, Recorder's office, described as follows: Commencing at the southeast corner of said Lot 19; thence South 89 degrees 30 minutes 40 seconds West, bearing based on the Crow Wing County Coordinate Database NAD 83, 66.28 feet along the south line of said Lot 19; thence North 00 degrees 29 minutes 20 seconds West 34.85 feet to the point of beginning of the tract to be described; thence North 57 degrees 27 minutes 15 seconds West 40.00 feet; thence North 32 degrees 32 minutes 45 seconds East 40.00 feet; thence South 57 degrees 27 minutes 15 seconds East 40.00 feet to the line which bears North 32 degrees 32 minutes 45 seconds East from the point of beginning; thence South 32 degrees 32 minutes 45 seconds West 40.00 feet to the point of beginning. Together with a 20.00 foot wide easement for access purposes lying over part of said Lot 19, the west line of said 20.00 foot wide access easement is described as follows: Commencing at said southeast corner of Lot 19; thence South 89 degrees 30 minutes 40 seconds West 66.28 feet along the south line of said Lot 19 to the point of beginning of the line to be described; thence North 00 degrees 29 minutes 20 seconds West 34.85 feet to the most southerly corner of the tract described above and said line there terminating. The east line of said 20.00 foot wide access easement is to be lengthened or shortened to begin on said south line of Lot 19 and to terminate on the southeasterly line of said above described tract.

© 2012 WILEY-LISSONLINE

DATE	JUNE 29, 2012	DATE		AMENDMENTS		BY		PREPARED FOR:	CITY OF BREEZY POINT	WWW.WSN.US		ARCHITECTS ENGINEERS ENVIRONMENTAL SERVICES LAND SURVEYORS WATER RESOURCES
SCALE	AS SHOWN	I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.										
DRAWN BY:	RAO											
CHECKED BY:	CMC	RANDY A. QUALE DATE: 6-29-2012 LIC. NO. 42153										
FILE NUMBER	293B1527											

EXHIBIT B**EXISTING PROPERTY INVENTORY AND RESPONSIBILITY SCHEDULE**

The Parties shall complete this inventory before the Commencement Date. Photographs may be attached.

ITEM	OWNER	CONDITION	MAINTENANCE / REPAIR / REPLACEMENT	END-OF-TERM DISPOSITION
Standby generator	City	Inspected Aug 2026, Good	Tenant: fuel, testing, routine maintenance, scheduled service, and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain as City-owned property
Office furniture/equipment stored by City	City	NA	City remove by Commencement Date	City Removes
HVAC system #1 and #1	City	Inspected Aug 2026, Good	Tenant: routine maintenance, scheduled service, and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Electrical service/panels Power Panel Transfer Switch	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Fencing/gates	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. Tenant remains responsible for damage caused by misuse, negligence, or alterations.	Remain
Other: Fire Extinguisher —	City	Inspected Aug 2026, Good	Tenant: routine maintenance and minor repair. Landlord: capital replacement. =	Remain

IN WITNESS WHEREOF, the Parties have executed this Lease as of the Effective Date.

LANDLORD:

CITY OF BREEZY POINT

By: _____

Name: _____

Title: _____

Date: _____

TENANT:

TRI-CO TECHNOLOGIES, LLC

d/b/a Tremolo Communications

By: _____

Josh Netland

Its: CEO/General Manager

Date: _____

EXHIBIT C

FORM OF MEMORANDUM OF LEASE

This Memorandum of Lease is made as of [_____], 2026, by the CITY OF BREEZY POINT, a Minnesota municipal corporation (“Landlord”), and TRI-CO TECHNOLOGIES, LLC, a Minnesota limited liability company, doing business as Tremolo Communications (“Tenant”). Landlord and Tenant entered into a Commercial Building Lease dated [_____], 2026 (the “Lease”), covering the real property and improvements located in Breezy Point, Crow Wing County, Minnesota, legally described on Attachment 1 to this Memorandum. The initial term is ten (10) years commencing January 1, 2027, and expiring December 31, 2036. This Memorandum gives record notice only. If it conflicts with the Lease, the Lease controls.

LANDLORD: CITY OF BREEZY POINT

By: _____

Name/Title: _____

Date: _____

TENANT: TRI-CO TECHNOLOGIES, LLC
d/b/a Tremolo Communications

By: _____

Josh Netland, CEO/General Manager

Date: _____

[ADD MINNESOTA ACKNOWLEDGMENTS AND ATTACHMENT 1 LEGAL DESCRIPTION
BEFORE RECORDING.]

EXHIBIT D

COMMENCEMENT DATE CERTIFICATE

Landlord and Tenant certify under the Commercial Building Lease dated [_____], 2026, that: (1) the Commencement Date is January 1, 2027; (2) the Initial Term expires December 31, 2036; (3) possession was delivered [_____]; and (4) Exhibit B’s inventory and condition documentation is complete [yes/no].

CITY OF BREEZY POINT: _____ Date: _____

TRI-CO TECHNOLOGIES, LLC
d/b/a Tremolo Communications: _____ Date: _____



September 10, 2026

Honorable Mayor and City Council
City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

Re: Buschmann Road and Ranchette Drive Improvements
City of Breezy Point, MN
SAP 018-594-002
WSB Project No. 022038-000

Dear Mayor and City Council Members:

Electronic bids were received for the above-referenced project on Thursday, September 10, 2026, and were viewed and read aloud. Four bids were received. The enclosed Bid Tabulation indicates the low bidder as Kern & Tabery, Inc., Wadena, Minnesota.

	Base Bid	Alternate No. 1	Grand Total Bid
Kern & Tabery, Inc.	\$3,420,581.98	\$538,120.32	\$3,928,702.30
Engineer's Estimate	\$3,451,366.50	\$800,489.10	\$4,251,855.60

We recommend that the City Council consider these bids and award a contract for the Base Bid and Alternate No. 1 in the amount of \$3,928,702.30 to Kern & Tabery, Inc., based on the results of the bids received.

If you have any questions, please call me at 320.241.6853.

Sincerely,
WSB

Kevin L. Kruger

Kevin Kruger, PE
Sr. Project Manager

Attachments

cc: Brade Kern, Kern & Tabery, Inc.

ar

3051 2ND STREET S | SUITE 103 | ST. CLOUD, MN 56301 | 320.252.4900 | WSBENG.COM

BID TABULATION SUMMARY**Buschmann Road and Ranchette Drive Improvements****City of Breezy Point, MN****SAP 018-594-002****WSB Project No. 022038-000****Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time**

 DENOTES CORRECTED FIGURE

	Contractor	Base Bid	Alternate No. 1	Grand Total Bid
1	Kern & Tabery, Inc.	\$3,420,581.98	\$538,120.32	\$3,928,702.30
	Anderson Brothers Construction			
2	Company of Brainerd, LLC	\$3,488,460.74	\$541,736.69	\$4,030,197.43
3	Borden Excavating, Inc.	\$3,579,001.50	\$544,307.30	\$4,123,308.80
4	Douglas-Kerr Underground, LLC	\$3,628,013.03	\$650,088.67	\$4,278,101.70
	Engineer's Opinion of Cost	\$3,451,366.50	\$800,489.10	\$4,251,855.60

I hereby certify that this is a true and correct tabulation of the bids as received on September 10, 2026.


 Kevin Kruger, PE, Sr. Project Manager

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



												Anderson Brothers Construction Company of Brainerd, LLC		Borden Excavating, Inc.					
												Engineer's Estimate		Kern & Tabery, Inc.					
Line No.	Material No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price							
Base Bid																			
32	2021.501	MOBILIZATION	LS	1	\$160,000.00	\$160,000.00	\$187,545.22	\$187,545.22	\$91,000.00	\$91,000.00	\$130,000.00	\$130,000.00							
33	2101.505	CLEARING	ACRE	2.51	\$10,000.00	\$25,100.00	\$14,680.68	\$36,848.51	\$5,500.00	\$13,805.00	\$10,000.00	\$25,100.00							
34	2101.505	GRUBBING	ACRE	2.51	\$6,000.00	\$15,060.00	\$16,680.68	\$41,868.51	\$5,500.00	\$13,805.00	\$10,000.00	\$25,100.00							
35	2102.503	PAVEMENT MARKING REMOVAL	L F	165	\$1.50	\$247.50	\$2.00	\$330.00	\$5.50	\$907.50	\$5.00	\$825.00							
36	2104.502	REMOVE SIGN	EACH	30	\$50.00	\$1,500.00	\$50.00	\$1,500.00	\$27.50	\$825.00	\$50.00	\$1,500.00							
37	2104.502	SALVAGE SIGN	EACH	9	\$50.00	\$450.00	\$50.00	\$450.00	\$27.50	\$247.50	\$100.00	\$900.00							
38	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	790	\$3.00	\$2,370.00	\$2.50	\$1,975.00	\$1.65	\$1,303.50	\$5.00	\$3,950.00							
39	2104.503	REMOVE SEWER PIPE (STORM)	L F	135	\$20.00	\$2,700.00	\$20.00	\$2,700.00	\$13.25	\$1,788.75	\$35.00	\$4,725.00							
40	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	680	\$6.00	\$4,080.00	\$5.00	\$3,400.00	\$5.50	\$3,740.00	\$10.00	\$6,800.00							
41	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	46,830	\$4.50	\$210,735.00	\$0.80	\$37,464.00	\$2.00	\$93,660.00	\$3.00	\$140,490.00							
42	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00							
43	2106.507	EXCAVATION - COMMON (P)	C Y	42,610	\$8.00	\$340,880.00	\$11.00	\$468,710.00	\$6.60	\$281,226.00	\$10.00	\$426,100.00							
44	2106.507	EXCAVATION - SUBGRADE	C Y	1,030	\$9.00	\$9,270.00	\$6.00	\$6,180.00	\$11.25	\$11,587.50	\$8.00	\$8,240.00							
45	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	1,030	\$10.00	\$10,300.00	\$5.00	\$5,150.00	\$11.25	\$11,587.50	\$12.00	\$12,360.00							
46	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	14,040	\$7.00	\$98,280.00	\$2.00	\$28,080.00	\$6.60	\$92,664.00	\$7.00	\$98,280.00							
47	2108.604	GEOTEXTILE FABRIC TYPE 5	S Y	4,330	\$3.00	\$12,990.00	\$3.50	\$15,155.00	\$5.50	\$23,815.00	\$4.00	\$17,320.00							
48	2112.519	SUBGRADE PREPARATION	RDST	155.2	\$500.00	\$77,600.00	\$350.00	\$54,320.00	\$140.00	\$21,728.00	\$250.00	\$38,800.00							
49	2118.507	AGGREGATE SURFACING (CV) CLASS 2	C Y	250	\$70.00	\$17,500.00	\$35.00	\$8,750.00	\$35.00	\$8,750.00	\$40.00	\$10,000.00							
50	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100	\$180.00	\$18,000.00	\$150.00	\$15,000.00	\$155.00	\$15,500.00	\$150.00	\$15,000.00							
51	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	17,780	\$22.00	\$391,160.00	\$28.50	\$506,730.00	\$28.50	\$506,730.00	\$26.00	\$462,280.00							
52	2221.607	SHOULDER BASE AGGREGATE SPECIAL (CV)	C Y	190	\$30.00	\$5,700.00	\$45.00	\$8,550.00	\$45.00	\$8,550.00	\$44.00	\$8,360.00							
53	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	14,320	\$70.00	\$1,002,400.00	\$71.00	\$1,016,720.00	\$71.00	\$1,016,720.00	\$75.00	\$1,074,000.00							
54	2411.502	CONCRETE FLUME	EACH	7	\$1,000.00	\$7,000.00	\$350.00	\$2,450.00	\$386.00	\$2,702.00	\$500.00	\$3,500.00							
55	2501.502	12" RC PIPE APRON	EACH	7	\$1,250.00	\$8,750.00	\$960.00	\$6,720.00	\$1,570.00	\$10,990.00	\$1,200.00	\$8,400.00							
56	2501.502	15" RC PIPE APRON	EACH	7	\$1,350.00	\$9,450.00	\$1,043.76	\$7,306.32	\$1,700.00	\$11,900.00	\$1,500.00	\$10,500.00							
57	2501.502	24" RC PIPE APRON	EACH	2	\$1,600.00	\$3,200.00	\$1,353.27	\$2,706.54	\$2,100.00	\$4,200.00	\$2,500.00	\$5,000.00							
58	2501.502	12" CS SAFETY APR & GRATE DES 3128	EACH	2	\$500.00	\$1,000.00	\$854.00	\$1,708.00	\$940.00	\$1,880.00	\$1,000.00	\$2,000.00							
59	2501.502	15" CS SAFETY APR & GRATE DES 3128	EACH	2	\$750.00	\$1,500.00	\$882.00	\$1,764.00	\$1,025.00	\$2,050.00	\$1,000.00	\$2,000.00							
60	2501.502	12" RC SAFETY APRON	EACH	4	\$1,500.00	\$6,000.00	\$845.15	\$3,380.60	\$1,500.00	\$6,000.00	\$1,500.00	\$6,000.00							
61	2501.502	15" RC SAFETY APRON	EACH	2	\$2,000.00	\$4,000.00	\$962.15	\$1,924.30	\$2,050.00	\$4,100.00	\$1,500.00	\$3,000.00							

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements
City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



Anderson Brothers Construction Company of Brainerd, LLC												
Borden Excavating, Inc.												
Engineer's Estimate												
Kern & Tabery, Inc.												
Line No.	Material No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
62	2503.503	12" CS PIPE SEWER	L F	27	\$60.00	\$1,620.00	\$61.80	\$1,668.60	\$112.00	\$3,024.00	\$75.00	\$2,025.00
63	2503.503	15" CS PIPE SEWER	L F	45	\$70.00	\$3,150.00	\$70.00	\$3,150.00	\$100.00	\$4,500.00	\$75.00	\$3,375.00
64	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	871	\$65.00	\$56,615.00	\$67.72	\$58,984.12	\$133.00	\$115,843.00	\$65.00	\$56,615.00
65	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	474	\$75.00	\$35,550.00	\$73.42	\$34,801.08	\$131.00	\$62,094.00	\$70.00	\$33,180.00
66	2503.503	24" RC PIPE SEWER DES 3006 CL III	L F	108	\$125.00	\$13,500.00	\$119.35	\$12,889.80	\$166.00	\$17,928.00	\$90.00	\$9,720.00
67	2506.502	CASTING ASSEMBLY	EACH	24	\$1,000.00	\$24,000.00	\$1,200.00	\$28,800.00	\$1,825.00	\$43,800.00	\$1,500.00	\$36,000.00
68	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	L F	9.1	\$700.00	\$6,370.00	\$775.24	\$7,054.68	\$950.00	\$8,645.00	\$1,000.00	\$9,100.00
69	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	L F	51.7	\$750.00	\$38,775.00	\$868.00	\$44,875.60	\$1,150.00	\$59,455.00	\$1,000.00	\$51,700.00
70	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	50.2	\$750.00	\$37,650.00	\$884.00	\$44,376.80	\$1,325.00	\$66,515.00	\$1,000.00	\$50,200.00
71	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$5,000.00	\$5,000.00	\$14,300.00	\$14,300.00	\$26,250.00	\$26,250.00	\$20,000.00	\$20,000.00
72	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	5	\$2,000.00	\$10,000.00	\$1,171.53	\$5,857.65	\$2,565.00	\$12,825.00	\$2,500.00	\$12,500.00
73	2506.602	CHIMNEY SEAL	EACH	29	\$250.00	\$7,250.00	\$716.00	\$20,764.00	\$325.00	\$9,425.00	\$500.00	\$14,500.00
74	2511.507	RANDOM RIPRAP CLASS III	C Y	95	\$100.00	\$9,500.00	\$65.00	\$6,175.00	\$155.00	\$14,725.00	\$100.00	\$9,500.00
75	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	18,285	\$20.00	\$365,700.00	\$18.85	\$344,672.25	\$20.85	\$381,242.25	\$20.00	\$365,700.00
76	2531.603	7" CONCRETE VALLEY GUTTER	L F	115	\$40.00	\$4,600.00	\$72.00	\$8,280.00	\$79.50	\$9,142.50	\$75.00	\$8,625.00
77	2540.602	MAIL BOX	EACH	10	\$50.00	\$500.00	\$50.00	\$500.00	\$55.00	\$550.00	\$150.00	\$1,500.00
78	2540.602	MAIL BOX SUPPORT	EACH	10	\$200.00	\$2,000.00	\$125.00	\$1,250.00	\$165.00	\$1,650.00	\$150.00	\$1,500.00
79	2540.602	TEMPORARY MAIL BOX	EACH	28	\$150.00	\$4,200.00	\$1.00	\$28.00	\$110.00	\$3,080.00	\$25.00	\$700.00
80	2554.502	GUIDE POST TYPE B	EACH	29	\$85.00	\$2,465.00	\$120.00	\$3,480.00	\$75.00	\$2,175.00	\$750.00	\$21,750.00
81	2563.601	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$14,900.00	\$14,900.00	\$23,000.00	\$23,000.00	\$20,000.00	\$20,000.00
82	2564.502	INSTALL SIGN	EACH	9	\$200.00	\$1,800.00	\$150.00	\$1,350.00	\$225.00	\$2,025.00	\$250.00	\$2,250.00
83	2564.518	SIGN PANEL	S F	192	\$75.00	\$14,400.00	\$60.00	\$11,520.00	\$60.00	\$11,520.00	\$75.00	\$14,400.00
84	2564.602	SIGN PANELS TYPE SPECIAL	EACH	10	\$200.00	\$2,000.00	\$380.00	\$3,800.00	\$440.00	\$4,400.00	\$400.00	\$4,000.00
85	2572.51	PRUNE TREES	HOURL	25	\$300.00	\$7,500.00	\$100.00	\$2,500.00	\$225.00	\$5,625.00	\$100.00	\$2,500.00
86	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
87	2573.502	STORM DRAIN INLET PROTECTION	EACH	25	\$150.00	\$3,750.00	\$175.00	\$4,375.00	\$140.00	\$3,500.00	\$100.00	\$2,500.00
88	2573.503	SILT FENCE, TYPE MS	L F	14,160	\$2.50	\$35,400.00	\$2.00	\$28,320.00	\$2.20	\$31,152.00	\$1.00	\$14,160.00
89	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	2,000	\$3.00	\$6,000.00	\$3.00	\$6,000.00	\$3.30	\$6,600.00	\$2.00	\$4,000.00
90	2574.507	COMMON TOPSOIL BORROW	C Y	2,920	\$40.00	\$116,800.00	\$25.00	\$73,000.00	\$39.00	\$113,880.00	\$25.00	\$73,000.00
91	2574.508	FERTILIZER TYPE 3	LB	3,740	\$1.50	\$5,610.00	\$0.85	\$3,179.00	\$0.94	\$3,515.60	\$5.00	\$18,700.00
92	2574.601	INFILTRATION TESTING	LS	1	\$2,000.00	\$2,000.00	\$7,500.00	\$7,500.00	\$13,250.00	\$13,250.00	\$3,500.00	\$3,500.00

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

 DENOTES CORRECTED FIGURE

Anderson Brothers Construction Company of Brainerd, LLC												
Borden Excavating, Inc.												
Engineer's Estimate												
Kern & Tabery, Inc.												
Line No.	Material No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
93	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	4,530	\$1.75	\$7,927.50	\$0.95	\$4,303.50	\$1.05	\$4,756.50	\$3.00	\$13,590.00
94	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	3,400	\$2.00	\$6,800.00	\$0.95	\$3,230.00	\$1.05	\$3,570.00	\$3.00	\$10,200.00
95	2575.505	SEEDING	ACRE	10.74	\$1,000.00	\$10,740.00	\$500.00	\$5,370.00	\$550.00	\$5,907.00	\$1,500.00	\$16,110.00
96	2575.508	HYDRAULIC MULCH MATRIX	LB	22,310	\$1.50	\$33,465.00	\$1.95	\$43,504.50	\$2.15	\$47,966.50	\$2.00	\$44,620.00
97	2575.523	RAPID STABILIZATION METHOD 3	MGAL	80	\$500.00	\$40,000.00	\$330.00	\$26,400.00	\$365.00	\$29,200.00	\$1.00	\$80.00
98	2575.608	SEED WET DITCH	LB	20	\$50.00	\$1,000.00	\$80.60	\$1,612.00	\$89.00	\$1,780.00	\$50.00	\$1,000.00
99	2575.608	SEED NORTHEAST ROADSIDE	LB	290	\$5.00	\$1,450.00	\$55.90	\$16,211.00	\$62.00	\$17,980.00	\$10.00	\$2,900.00
100	2582.503	4" SOLID LINE MULTI COMP (WR)	L F	24,555	\$0.75	\$18,416.25	\$0.70	\$17,188.50	\$0.77	\$18,907.35	\$0.90	\$22,099.50
101	2582.503	4" BROKEN LINE MULTI COMP (WR)	L F	127	\$0.75	\$95.25	\$0.70	\$88.90	\$0.77	\$97.79	\$1.00	\$127.00
102	2582.503	4" DBLE SOLID LINE MULTI COMP (WR)	L F	11,740	\$1.75	\$20,545.00	\$1.40	\$16,436.00	\$1.55	\$18,197.00	\$1.75	\$20,545.00
Total Base Bid						\$3,451,366.50	\$3,420,581.98		\$3,488,460.74		\$3,579,001.50	
Alternate 1												
1	2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$19,637.66	\$19,637.66	\$22,000.00	\$22,000.00	\$15,000.00	\$15,000.00
2	2051.501	MAINTENANCE AND RESTORATION OF DETOUR ROUTES	LS	1	\$25,000.00	\$25,000.00	\$1.00	\$1.00	\$1.00	\$1.00	\$10,000.00	\$10,000.00
3	2104.502	REMOVE SIGN	EACH	4	\$55.00	\$220.00	\$50.00	\$200.00	\$27.50	\$110.00	\$125.00	\$500.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	346	\$3.00	\$1,038.00	\$2.50	\$865.00	\$1.65	\$570.90	\$4.00	\$1,384.00
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	10,329	\$5.00	\$51,645.00	\$2.25	\$23,240.25	\$2.25	\$23,240.25	\$3.00	\$30,987.00
6	2106.507	EXCAVATION - COMMON (P)	C Y	4,156	\$10.00	\$41,560.00	\$17.25	\$71,691.00	\$7.75	\$32,209.00	\$8.00	\$33,248.00
7	2106.507	EXCAVATION - SUBGRADE (P)	C Y	4,365	\$10.00	\$43,650.00	\$6.00	\$26,190.00	\$11.50	\$50,197.50	\$8.00	\$34,920.00
8	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	4,067	\$19.00	\$77,273.00	\$8.00	\$32,536.00	\$13.50	\$54,904.50	\$12.00	\$48,804.00
9	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	1,720	\$5.00	\$8,600.00	\$2.50	\$4,300.00	\$6.60	\$11,352.00	\$4.00	\$6,880.00
10	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	1,225	\$45.00	\$55,125.00	\$35.00	\$42,875.00	\$35.00	\$42,875.00	\$25.00	\$30,625.00
11	2221.607	SHOULDER BASE AGGREGATE SPECIAL (CV)	C Y	266	\$25.00	\$6,650.00	\$50.00	\$13,300.00	\$50.00	\$13,300.00	\$53.00	\$14,098.00
12	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	2,210	\$70.00	\$154,700.00	\$62.00	\$137,020.00	\$62.00	\$137,020.00	\$65.00	\$143,650.00
13	2360.509	TYPE SP 9.5 NON WEAR COURSE MIX (3,B)	TON	1,604	\$90.00	\$144,360.00	\$62.00	\$99,448.00	\$62.00	\$99,448.00	\$65.00	\$104,260.00
14	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	1	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
15	2563.601	TRAFFIC CONTROL	LS	1	\$75,000.00	\$75,000.00	\$18,500.00	\$18,500.00	\$2,200.00	\$2,200.00	\$15,000.00	\$15,000.00
16	2564.618	Sign	SF	31	\$77.00	\$2,387.00	\$60.00	\$1,860.00	\$60.00	\$1,860.00	\$100.00	\$3,100.00
17	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$2,200.00	\$2,200.00	\$2,500.00	\$2,500.00

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Bid Tabulation

Buschmann Road and Ranchette Drive Improvements
City of Breezy Point, MN
SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



Line No.	Material No.	Item	Units	Quantity	Engineer's Estimate		Kern & Tabery, Inc.		Anderson Brothers Construction Company of Brainerd, LLC		Borden Excavating, Inc.	
					Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
18	2573.503	SILT FENCE, TYPE MS	L F	4,393	\$2.50	\$10,982.50	\$2.00	\$8,786.00	\$2.20	\$9,664.60	\$2.00	\$8,786.00
19	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	40	\$4.00	\$160.00	\$3.00	\$120.00	\$3.30	\$132.00	\$4.00	\$160.00
20	2574.508	FERTILIZER TYPE 3	LB	238.6	\$1.00	\$238.60	\$0.85	\$202.81	\$1.00	\$238.60	\$5.00	\$1,193.00
21	2575.505	SEEDING	ACRE	1.3	\$1,000.00	\$1,300.00	\$500.00	\$650.00	\$550.00	\$715.00	\$2,500.00	\$3,250.00
22	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	3,335.40	\$1.50	\$5,003.10	\$1.95	\$6,504.03	\$2.15	\$7,171.11	\$2.00	\$6,670.80
23	2575.523	RAPID STABILIZATION METHOD 3	MGAL	6.8	\$450.00	\$3,060.00	\$330.00	\$2,244.00	\$365.00	\$2,482.00	\$200.00	\$1,360.00
24	2575.608	SEED MESIC INSLOPE	LB	62.9	\$11.00	\$691.90	\$7.40	\$465.46	\$8.20	\$515.78	\$25.00	\$1,572.50
25	2575.608	SEED NORTHEAST ROADSIDE	LB	3.9	\$50.00	\$195.00	\$55.90	\$218.01	\$62.00	\$241.80	\$50.00	\$195.00
26	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	2,689	\$3.00	\$8,067.00	\$3.20	\$8,604.80	\$3.50	\$9,411.50	\$2.00	\$5,378.00
27	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	L F	5,225	\$2.00	\$10,450.00	\$1.60	\$8,360.00	\$1.75	\$9,143.75	\$2.00	\$10,450.00
28	2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	L F	324	\$22.00	\$7,128.00	\$20.00	\$6,480.00	\$22.00	\$7,128.00	\$20.00	\$6,480.00
29	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	L F	169	\$1.00	\$169.00	\$1.60	\$270.40	\$1.75	\$295.75	\$2.00	\$338.00
30	2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	L F	44	\$3.50	\$154.00	\$1.60	\$70.40	\$1.75	\$77.00	\$2.00	\$88.00
31	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN (WR)	SF	31	\$22.00	\$682.00	\$15.50	\$480.50	\$17.15	\$531.65	\$30.00	\$930.00
Total Alternate 1						\$800,489.10		\$538,120.32		\$541,736.69		\$544,307.30
Total Base Bid						\$3,451,366.50		\$3,420,581.98		\$3,488,460.74		\$3,579,001.50
Total Alternate 1						\$800,489.10		\$538,120.32		\$541,736.69		\$544,307.30
Total Base Bid + Alternate 1						\$4,251,855.60		\$3,958,702.30		\$4,030,197.43		\$4,123,308.80

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



Line No.	Material No.	Item	Units	Quantity	Engineer's Estimate		Douglas-Kerr Underground, LLC	
					Unit Price	Total Price	Unit Price	Total Price
Base Bid								
32	2021.501	MOBILIZATION	LS	1	\$160,000.00	\$160,000.00	\$257,730.00	\$257,730.00
33	2101.505	CLEARING	ACRE	2.51	\$10,000.00	\$25,100.00	\$8,286.00	\$20,797.86
34	2101.505	GRUBBING	ACRE	2.51	\$6,000.00	\$15,060.00	\$4,143.00	\$10,398.93
35	2102.503	PAVEMENT MARKING REMOVAL	L F	165	\$1.50	\$247.50	\$5.00	\$825.00
36	2104.502	REMOVE SIGN	EACH	30	\$50.00	\$1,500.00	\$25.00	\$750.00
37	2104.502	SALVAGE SIGN	EACH	9	\$50.00	\$450.00	\$25.00	\$225.00
38	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	790	\$3.00	\$2,370.00	\$2.75	\$2,172.50
39	2104.503	REMOVE SEWER PIPE (STORM)	L F	135	\$20.00	\$2,700.00	\$17.00	\$2,295.00
40	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	S Y	680	\$6.00	\$4,080.00	\$8.80	\$5,984.00
41	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	46,830	\$4.50	\$210,735.00	\$1.90	\$88,977.00
42	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	L S	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
43	2106.507	EXCAVATION - COMMON (P)	C Y	42,610	\$8.00	\$340,880.00	\$9.40	\$400,534.00
44	2106.507	EXCAVATION - SUBGRADE	C Y	1,030	\$9.00	\$9,270.00	\$3.95	\$4,068.50
45	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	1,030	\$10.00	\$10,300.00	\$7.70	\$7,931.00
46	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	14,040	\$7.00	\$98,280.00	\$14.55	\$204,282.00
47	2108.604	GEOTEXTILE FABRIC TYPE 5	S Y	4,330	\$3.00	\$12,990.00	\$2.10	\$9,093.00
48	2112.519	SUBGRADE PREPARATION	RDST	155.2	\$500.00	\$77,600.00	\$370.60	\$57,517.12
49	2118.507	AGGREGATE SURFACING (CV) CLASS 2	C Y	250	\$70.00	\$17,500.00	\$35.00	\$8,750.00
50	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOURL	100	\$180.00	\$18,000.00	\$198.05	\$19,805.00
51	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	17,780	\$22.00	\$391,160.00	\$29.95	\$532,511.00
52	2221.607	SHOULDER BASE AGGREGATE SPECIAL (CV)	C Y	190	\$30.00	\$5,700.00	\$45.00	\$8,550.00
53	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,C)	TON	14,320	\$70.00	\$1,002,400.00	\$71.00	\$1,016,720.00
54	2411.502	CONCRETE FLUME	EACH	7	\$1,000.00	\$7,000.00	\$800.95	\$5,606.65
55	2501.502	12" RC PIPE APRON	EACH	7	\$1,250.00	\$8,750.00	\$1,386.00	\$9,702.00
56	2501.502	15" RC PIPE APRON	EACH	7	\$1,350.00	\$9,450.00	\$1,416.00	\$9,912.00
57	2501.502	24" RC PIPE APRON	EACH	2	\$1,600.00	\$3,200.00	\$3,008.00	\$6,016.00
58	2501.502	12" CS SAFETY APR & GRATE DES 3128	EACH	2	\$500.00	\$1,000.00	\$761.55	\$1,523.10
59	2501.502	15" CS SAFETY APR & GRATE DES 3128	EACH	2	\$750.00	\$1,500.00	\$821.60	\$1,643.20
60	2501.502	12" RC SAFETY APRON	EACH	4	\$1,500.00	\$6,000.00	\$1,386.00	\$5,544.00
61	2501.502	15" RC SAFETY APRON	EACH	2	\$2,000.00	\$4,000.00	\$1,416.00	\$2,832.00

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



Line No.	Material No.	Item	Units	Quantity	Engineer's Estimate		Douglas-Kerr Underground, LLC	
					Unit Price	Total Price	Unit Price	Total Price
62	2503.503	12" CS PIPE SEWER	L F	27	\$60.00	\$1,620.00	\$53.25	\$1,437.75
63	2503.503	15" CS PIPE SEWER	L F	45	\$70.00	\$3,150.00	\$80.90	\$3,640.50
64	2503.503	12" RC PIPE SEWER DES 3006 CL V	L F	871	\$65.00	\$56,615.00	\$56.45	\$49,167.95
65	2503.503	15" RC PIPE SEWER DES 3006 CL V	L F	474	\$75.00	\$35,550.00	\$66.50	\$31,521.00
66	2503.503	24" RC PIPE SEWER DES 3006 CL III	L F	108	\$125.00	\$13,500.00	\$121.45	\$13,116.60
67	2506.502	CASTING ASSEMBLY	EACH	24	\$1,000.00	\$24,000.00	\$954.80	\$22,915.20
68	2506.503	CONST DRAINAGE STRUCTURE DESIGN H	L F	9.1	\$700.00	\$6,370.00	\$701.85	\$6,386.84
69	2506.503	CONST DRAINAGE STRUCTURE DESIGN SD-48	L F	51.7	\$750.00	\$38,775.00	\$676.10	\$34,954.37
70	2506.503	CONST DRAINAGE STRUCTURE DES 48-4020	L F	50.2	\$750.00	\$37,650.00	\$684.50	\$34,361.90
71	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	1	\$5,000.00	\$5,000.00	\$11,746.00	\$11,746.00
72	2506.602	CONST DRAINAGE STRUCTURE DESIGN SPEC (2'X3')	EACH	5	\$2,000.00	\$10,000.00	\$3,172.00	\$15,860.00
73	2506.602	CHIMNEY SEAL	EACH	29	\$250.00	\$7,250.00	\$195.85	\$5,679.65
74	2511.507	RANDOM RIPRAP CLASS III	C Y	95	\$100.00	\$9,500.00	\$161.40	\$15,333.00
75	2531.503	CONCRETE CURB & GUTTER DESIGN B618	L F	18,285	\$20.00	\$365,700.00	\$18.50	\$338,272.50
76	2531.603	7" CONCRETE VALLEY GUTTER	L F	115	\$40.00	\$4,600.00	\$57.80	\$6,647.00
77	2540.602	MAIL BOX	EACH	10	\$50.00	\$500.00	\$175.00	\$1,750.00
78	2540.602	MAIL BOX SUPPORT	EACH	10	\$200.00	\$2,000.00	\$175.00	\$1,750.00
79	2540.602	TEMPORARY MAIL BOX	EACH	28	\$150.00	\$4,200.00	\$200.00	\$5,600.00
80	2554.502	GUIDE POST TYPE B	EACH	29	\$85.00	\$2,465.00	\$70.00	\$2,030.00
81	2563.601	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$17,500.00	\$17,500.00
82	2564.502	INSTALL SIGN	EACH	9	\$200.00	\$1,800.00	\$200.00	\$1,800.00
83	2564.518	SIGN PANEL	S F	192	\$75.00	\$14,400.00	\$55.00	\$10,560.00
84	2564.602	SIGN PANELS TYPE SPECIAL	EACH	10	\$200.00	\$2,000.00	\$400.00	\$4,000.00
85	2572.51	PRUNE TREES	HOURL	25	\$300.00	\$7,500.00	\$300.00	\$7,500.00
86	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01
87	2573.502	STORM DRAIN INLET PROTECTION	EACH	25	\$150.00	\$3,750.00	\$185.40	\$4,635.00
88	2573.503	SILT FENCE, TYPE MS	L F	14,160	\$2.50	\$35,400.00	\$2.00	\$28,320.00
89	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	L F	2,000	\$3.00	\$6,000.00	\$3.00	\$6,000.00
90	2574.507	COMMON TOPSOIL BORROW	C Y	2,920	\$40.00	\$116,800.00	\$30.10	\$87,892.00
91	2574.508	FERTILIZER TYPE 3	LB	3,740	\$1.50	\$5,610.00	\$0.85	\$3,179.00
92	2574.601	INFILTRATION TESTING	LS	1	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

SAP 018-594-002

WSB Project No. 022038-000

Bid Opening: Thursday, September 10, 2026, at 9:00 a.m. local time

DENOTES CORRECTED FIGURE



Line No.	Material No.	Item	Units	Quantity	Engineer's Estimate		Douglas-Kerr Underground, LLC	
					Unit Price	Total Price	Unit Price	Total Price
93	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	S Y	4,530	\$1.75	\$7,927.50	\$0.95	\$4,303.50
94	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	S Y	3,400	\$2.00	\$6,800.00	\$0.95	\$3,230.00
95	2575.505	SEEDING	ACRE	10.74	\$1,000.00	\$10,740.00	\$725.00	\$7,786.50
96	2575.508	HYDRAULIC MULCH MATRIX	LB	22,310	\$1.50	\$33,465.00	\$1.95	\$43,504.50
97	2575.523	RAPID STABILIZATION METHOD 3	MGAL	80	\$500.00	\$40,000.00	\$330.00	\$26,400.00
98	2575.608	SEED WET DITCH	LB	20	\$50.00	\$1,000.00	\$80.60	\$1,612.00
99	2575.608	SEED NORTHEAST ROADSIDE	LB	290	\$5.00	\$1,450.00	\$55.90	\$16,211.00
100	2582.503	4" SOLID LINE MULTI COMP (WR)	L F	24,555	\$0.75	\$18,416.25	\$0.70	\$17,188.50
101	2582.503	4" BROKEN LINE MULTI COMP (WR)	L F	127	\$0.75	\$95.25	\$0.70	\$88.90
102	2582.503	4" DBLE SOLID LINE MULTI COMP (WR)	L F	11,740	\$1.75	\$20,545.00	\$1.40	\$16,436.00
Total Base Bid						\$3,451,366.50		\$3,628,013.03

Alternate 1

1	2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$61,146.00	\$61,146.00
2	2051.501	MAINTENANCE AND RESTORATION OF DETOUR ROUTES	LS	1	\$25,000.00	\$25,000.00	\$11,422.00	\$11,422.00
3	2104.502	REMOVE SIGN	EACH	4	\$55.00	\$220.00	\$25.00	\$100.00
4	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	L F	346	\$3.00	\$1,038.00	\$2.75	\$951.50
5	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	10,329	\$5.00	\$51,645.00	\$1.80	\$18,592.20
6	2106.507	EXCAVATION - COMMON (P)	C Y	4,156	\$10.00	\$41,560.00	\$11.45	\$47,586.20
7	2106.507	EXCAVATION - SUBGRADE (P)	C Y	4,365	\$10.00	\$43,650.00	\$14.90	\$65,038.50
8	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	C Y	4,067	\$19.00	\$77,273.00	\$16.05	\$65,275.35
9	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	1,720	\$5.00	\$8,600.00	\$17.90	\$30,788.00
10	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	C Y	1,225	\$45.00	\$55,125.00	\$39.00	\$47,775.00
11	2221.607	SHOULDER BASE AGGREGATE SPECIAL (CV)	C Y	266	\$25.00	\$6,650.00	\$50.00	\$13,300.00
12	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	2,210	\$70.00	\$154,700.00	\$62.00	\$137,020.00
13	2360.509	TYPE SP 9.5 NON WEAR COURSE MIX (3,B)	TON	1,604	\$90.00	\$144,360.00	\$62.00	\$99,448.00
14	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	1	\$10,000.00	\$10,000.00	\$3,792.00	\$3,792.00
15	2563.601	TRAFFIC CONTROL	LS	1	\$75,000.00	\$75,000.00	\$2,400.00	\$2,400.00
16	2564.618	Sign	SF	31	\$77.00	\$2,387.00	\$55.00	\$1,705.00
17	2573.501	STABILIZED CONSTRUCTION EXIT	LS	1	\$5,000.00	\$5,000.00	\$0.01	\$0.01

Bid Tabulation

Buschmann Road and Ranchette Drive Improvements

City of Breezy Point, MN

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DENOTES CORRECTED FIGURE



Line No.	Material No.	Item	Units	Quantity	Engineer's Estimate		Douglas-Kerr Underground, LLC	
					Unit Price	Total Price	Unit Price	Total Price
18	2573.503	SILT FENCE, TYPE MS	L F	4,393	\$2.50	\$10,982.50	\$2.00	\$8,786.00
19	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	L F	40	\$4.00	\$160.00	\$3.00	\$120.00
20	2574.508	FERTILIZER TYPE 3	LB	238.6	\$1.00	\$238.60	\$0.85	\$202.81
21	2575.505	SEEDING	ACRE	1.3	\$1,000.00	\$1,300.00	\$725.00	\$942.50
22	2575.508	HYDRAULIC STABILIZED FIBER MATRIX	LB	3,335.40	\$1.50	\$5,003.10	\$1.95	\$6,504.03
23	2575.523	RAPID STABILIZATION METHOD 3	MGAL	6.8	\$450.00	\$3,060.00	\$330.00	\$2,244.00
24	2575.608	SEED MESIC INSLOPE	LB	62.9	\$11.00	\$691.90	\$7.40	\$465.46
25	2575.608	SEED NORTHEAST ROADSIDE	LB	3.9	\$50.00	\$195.00	\$55.90	\$218.01
26	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	2,689	\$3.00	\$8,067.00	\$3.20	\$8,604.80
27	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	L F	5,225	\$2.00	\$10,450.00	\$1.60	\$8,360.00
28	2582.503	24" SOLID LINE MULTI COMP GR IN (WR)	L F	324	\$22.00	\$7,128.00	\$20.00	\$6,480.00
29	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	L F	169	\$1.00	\$169.00	\$1.60	\$270.40
30	2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	L F	44	\$3.50	\$154.00	\$1.60	\$70.40
31	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN (WR)	SF	31	\$22.00	\$682.00	\$15.50	\$480.50
Total Alternate 1						\$800,489.10		\$650,088.67
Total Base Bid						\$3,451,366.50		\$3,628,013.03
Total Alternate 1						\$800,489.10		\$650,088.67
Total Base Bid + Alternate 1						\$4,251,855.60		\$4,278,101.70

I hereby certify that this is an exact reproduction of bids received.

Certified By: Kevin L. Kruger

License No. 57791

Date: September 10, 2026



September 9, 2026

Ms. Allie Polsfuss
City Administrator
City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

Re: Contract Amendment 4 - Proposal for Construction Administration
Buschmann Road and Ranchette Drive Construction

Dear Ms. Polsfuss:

WSB is pleased to submit this amendment for services rendered and future services as it relates to the construction of Buschmann Road and Ranchette Drive.

PROJECT UNDERSTANDING

This proposal serves as an extension of the scope of work already initiated by the City of Breezy Point and includes a contract amendment to complete construction administration for the Buschmann Road Project.

This proposal outlines the time and effort estimates required to provide construction administration for Buschmann Road from County Road 11 to Nelson Road and Ranchette Drive from Buschmann Road to Cherokee Trail.

PROJECT WORK PLAN/SCOPE OF SERVICES

WSB's project scope and proposed work plan are based on our design of the project and experience on similar projects.

Task 1 – Project Management

This task includes coordination of all construction activities with the on-site construction observer and contractor on behalf of the City. This will include:

- Conducting the preconstruction meeting and weekly on-site construction meetings.
- Preparing and distributing meeting minutes.
- Addressing project design and contractor questions.
- Providing the City with weekly updates on the construction status.
- Meetings with City staff and property owners as necessary.
- Preparation, submittal, and securing approval for any change orders through the City.
- Shop Drawing review and approval.
- Material testing coordination and documentation review.
- Preparation and submission of monthly pay requests.
- Coordinating the final project closeout including final pay voucher and ensuring that all punch list items and warranty items have been addressed.

14275 GOLF COURSE DRIVE | BAXTER, MN | 56425 | 218.824.3960 | WSBENG.COM

- As-built drawings.
- Assisting in submitting for state funding reimbursement.

Task 2 – Construction Observation Services

WSB will provide day-to-day construction observation, coordination, and project documentation. This will include:

- Completing a precondition review of the project and coordinating with the contractor prior to construction commencing.
- Ensuring that all aspects of the project meet the requirements in the plans and specifications.
- Coordinating the construction activities with the property owners affected by construction and ensuring they are informed on any issues related to their specific property.
- Keeping the City and Project Manager informed on the status of construction on a daily or weekly basis.
- Completing and submitting all City and MnDOT State Aid project documentation required.

It is assumed that the primary construction observer will be on site part-time, an average of 60 hours per week for approximately 20 weeks, to meet the estimated completion dates set for the project. It may be required to have a secondary construction observer onsite depending on the number of crews the contractor has onsite.

The construction schedule is estimated to span over 20 weeks, with some construction carried over into spring of 2027, depending on the schedule of the contractor. These hours are estimates and could be increased or decreased, depending on the timeframe of construction (contractor working hours) and contractor performance. If more observation time is determined necessary than initially estimated, WSB will not exceed this amount without the City's prior approval. Conversely, if construction requires less time than we have estimated, WSB will only invoice the City for actual hours required.

Task 3 – Survey

WSB will provide surveying services during construction. WSB's survey crew will be available as needed to locate and provide all necessary staking for the contractor. The survey crew will be scheduled through the on-site construction observer.

Task 4 – Public Engagement

WSB will develop construction communications materials as described below to inform impacted residents and stakeholders of upcoming construction. WSB will assist with and attend a preconstruction meeting to answer questions about the upcoming work.

- Communications materials will include a construction newsletter, social media content, and graphics for the City's communication channels.
- Construction Communications: WSB will conduct construction communications. Communications will include managing, tracking, and responding to the construction information hotline voicemail box and email box. All hotline and email inquiries will be responded to in a timely manner; as soon as possible for urgent concerns (unplanned change in access, utility outage, ongoing potential damage, etc.) or within one business day for routine requests (schedule updates, general information, potential damage). WSB

will direct inquiries to the City's Construction Manager as the first point of contact. WSB will log both the call/email and the response.

- It is understood that the City's Construction Manager will provide City staff with weekly project update posts for the City's website and Facebook page. It is also understood that the City's Construction Manager will provide WSB with daily construction updates by 7:00 a.m. in order for WSB staff to send daily updates to the email subscription list.

Task 5 – Material Testing

WSB will provide material testing during construction. WSB's testing staff will be available as needed to provide all required material testing for the project. Material testing staff will be scheduled through the on-site construction observer.

PROPOSED FEE

Based on the proposed task hour budget, WSB will complete the scope of services on an hourly basis for an estimated fee of **\$350,000**. If additional work outside of the described scope is determined to be necessary, it will proceed only after City approval.

This proposal represents our entire understanding of the changed project scope. If you agree with the scope of services as outlined above, please sign where indicated below and return one copy to our office. By signing, you also agree that these services will be governed by the terms and conditions of the Professional Services Agreement entered into between WSB, LLC and the City of Breezy Point on April 28, 2025.

If you have any questions, please don't hesitate to contact me at 320.241.6853 or kkruger@wsbeng.com.

Sincerely,
WSB



Kevin Kruger, PE
Project Engineer



Monica Heil
Sr. Vice President, Municipal

ACCEPTED BY:

City of Breezy Point

Name: _____

Title: _____

Date: _____



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, ItemF.

Prepared By:

Allie Polsfuss, City Administrator and
Finance Director Janette Rust on behalf of
the Finance Committee

Meeting Date:

09/14/2026

Item Name:

**2027 Proposed Preliminary Levy
Discussion**

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. At the August City Council meeting, the Council reviewed the proposed preliminary levy. At the meeting, staff stated that there may be minor changes throughout the month of August as various rates and costs were refined.

The proposed General Fund Levy, Cemetery Levy, Economic Development Authority (EDA) Levy, Debt Service Levy, and Capital Levy are included in [THIS LINK](#) 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:

URL for the budget link: <https://www.breezypointmn.gov/media/12651>

- **Accounting and Budget Coding:** Finance Director Rust 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 \$1.7 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, there was a large increase in benefit premiums which is to be split in part by employees and employer. In total, these increases account for about 3.5% of the total levy.

The primary change from the previous levy seen in August was an increase in health premium for 2027 and minor other changes in departments which lead to an overall increase of approximately **\$6,000** since August.

Preliminary Tax Levy

With the budget as proposed, the estimated preliminary tax levy for General Fund, EDA, Cemetery, Debt Service, and Revolving Capital is **7.95%**. A reminder that the Council can only reduce the levy following approval, not increase.

OVERVIEW



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, Item F.

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

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% (also reflected in revenues)
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	\$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	\$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 restructure of the revolving 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.

TIMELINE

September- Approve Preliminary Levy

October- Review and Discuss Fee schedule

November- Approve 2027 Fee Schedule and Review Sewer Fund

December- Adopt Final 2027 Levy and Budget



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, Item F.

STAFF RECOMMENDATION

Approve the preliminary budget as presented.

	2025 Levy	2026 Levy	2027 Levy	2027 Levy Increase (\$)
General Fund	3,081,316	3,366,110	3,103,194	(262,916)
EDA Fund	3,650	3,650	3,650	0
Cemetery Fund	20,000	20,000	26,000	6,000
Debt Service Fund	280,000	305,000	0	(305,000)
Revolvoing Capital Fund	0	0	855,750	855,750
Total Levy	3,384,966	3,694,760	3,988,594	293,834

**Total Preliminary
Levy Increase**

7.95%

CITY OF BREEZY POINT
RESOLUTION 49-2026

A RESOLUTION ADOPTING THE PRELIMINARY LEVY AND BUDGET FOR
2027 FOR THE CITY OF BREEZY POINT

WHEREAS, the City Administrator worked in conjunction with department staff to develop a preliminary 2027 budget that addresses the City’s immediate and future needs in a financially conscious manner; and

WHEREAS, the operation of the City is stable and high functioning, City Council is setting policies to achieve a good quality of life by maintaining streets, providing police and fire protection, planning and zoning, and general governance; and

WHEREAS, the City Council discussed the 2027 preliminary budget at the City Council meeting on September 14, 2026;

NOW THEREFORE BE IT RESOLVED that the following amounts represent the preliminary levy set by the City of Breezy Point for 2027:

General Fund Levy	\$3,103,194
EDA Fund Levy	\$ 3,650
Cemetery Fund Levy	\$ 26,000
Debt Service Fund Levy	\$ 0
<u>Revolving Capital Fund Levy</u>	<u>\$ 855,750</u>
 Total Preliminary Levy	 \$3,988,594

BE IT FURTHER RESOLVED that the truth in taxation budget meeting will be held December 7, 2026 at 6:30 p.m.

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

Adopted this 14th day of September 2026.

Mayor Todd Roggenkamp

Attest:

Deb Runksmeier, City Clerk



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, ItemG.

Prepared By:

Allie Polsfuss, City Administrator and Deb
Runksmeier, City Clerk

Meeting Date:

09/14/2026

Item Name:

**Reschedule November City Council
Meeting**

BACKGROUND

The City Council's regular November meeting is currently scheduled for Monday, November 2, 2026. The General Election will be held in the Council Chambers on Tuesday, November 3, 2026. Staff would like Council to discuss rescheduling the November regular meeting to Monday, November 9, 2026, in order to accommodate election logistics and the statutory canvass deadline.

OVERVIEW

Rescheduling the regular meeting from November 2 to November 9 accomplishes two objectives:

1. **Election preparation-** It gives staff adequate time on November 2 to prepare the Council Chambers for use as a polling location for the General Election on November 3.
2. **Canvass timing-** State law requires the Council to canvass election results between the third and tenth day after the election (no earlier than November 6 and no later than November 13.) Moving the regular meeting to November 9 places it within this required window, allowing the canvass to be conducted as part of the regularly scheduled meeting.

If the November 2 meeting date remains the regular City Council meeting, a separate special meeting would need to be called and noticed solely for purposes of canvassing the election results.

STAFF RECOMMENDATION:

Staff recommends the Council discuss the possibility of rescheduling the November regular City Council meeting from November 2 to November 9, 2026, and direct staff to make the necessary adjustments to the meeting calendar and public notice.

City of Breezy Point

Cash, Cash Equivalents & Investments | As of July 31, 2026

TOTAL ALL FUNDS
\$8,092,558

Section 9, Item A.

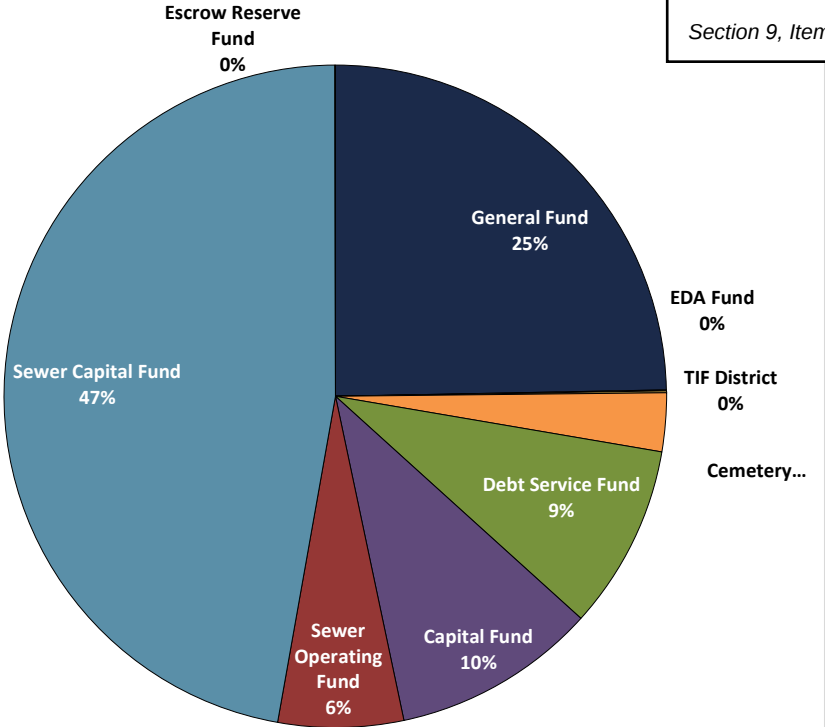
Institution	Type	Description	Market Value (\$)	Maturity Date	30-Day
Pine River Checking	Cash		\$ 1,496,956.33	—	—
Financial Northeastern (FNC)	Money Market	Dreyfus Treasury	\$ 18,955.48	—	3.54%
	CD	Western Alliance Bank	\$ 244,975.50	10/30/2026	4.05%
	CD	Milestone Bank	\$ 244,853.00	04/30/2027	3.95%
	CD	Austin Telco Fed Cr	\$ 194,969.04	02/28/2028	3.82%
	CD	First National Bank America East	\$ 241,895.85	04/30/2029	3.89%
PMA 4M Fund	Money Market		\$ 1,859,120.46	—	3.61%
Multi-Bank Securities (MBS)	Money Market	Federated Hermes Govt Reserves	\$ 6,872.40	—	2.70%
	CD	Goldman Sachs Bk USA	\$ 149,223.00	2/10/2028	3.81%
	CD	City Nat'l Bank	\$ 149,379.00	2/14/2028	3.86%
	CD	BMW Bank North America	\$ 139,333.60	6/12/2029	4.22%
	CD	First Guaranty Bank Hammond	\$ 239,088.15	11/14/2030	4.15%
Northland Securities	Money Market	Federated Hermes Trus Trsy II	\$ 137,899.08	—	2.82%
	CD	Barclay's Bank Del Retail	\$ 242,599.00	02/23/2027	1.96%
	CD	Popular Bank NY	\$ 244,887.30	04/30/2027	3.95%
	CD	Austin Telco Fed Cr	\$ 243,711.30	02/28/2028	3.82%
	CD	Morgan Stanley Bank	\$ 243,378.10	04/30/2029	4.12%
	CD	UBS Bank USA	\$ 241,800.30	04/30/2030	4.10%
	CD	Sallie Mae Bank	\$ 238,882.35	01/22/2031	3.94%
Wells Fargo	Money Market	AllSpring Government Money Market	\$ 85,186.93	—	3.33%
	CD	Enerbank USA	\$ 218,505.06	09/25/2026	0.65%
	CD	Beal Bank USA	\$ 242,621.05	02/17/2027	1.86%
	CD	Toyota Finl Savings Bk	\$ 244,159.65	05/01/2028	4.01%
	CD	Morgan Stanley PVT Bk	\$ 243,378.10	04/30/2029	4.12%
	CD	American Express Nat'l Bk	\$ 242,167.80	04/30/2030	4.14%
	CD	Celtic Bank	\$ 237,760.25	02/27/2031	3.86%
TOTAL ALL FUNDS			\$ 8,092,558.08		

City of Breezy Point

Fund Balances | As of July 31, 2026

Fund Name	Balance (\$)	% of Total
General Fund	\$2,099,575.12	24.73%
EDA Fund	\$4,942.09	0.06%
TIF District	-\$7,863.79	-0.09%
Cemetery Fund	\$242,615.24	2.86%
Debt Service Fund	\$766,864.55	9.03%
Capital Fund	\$848,641.57	10.00%
Sewer Operating Fund	\$520,354.71	6.13%
Sewer Capital Fund	\$4,013,850.57	47.27%
Escrow Reserve Fund	\$1,585.65	0.02%
TOTAL	\$8,490,565.71	100.00%

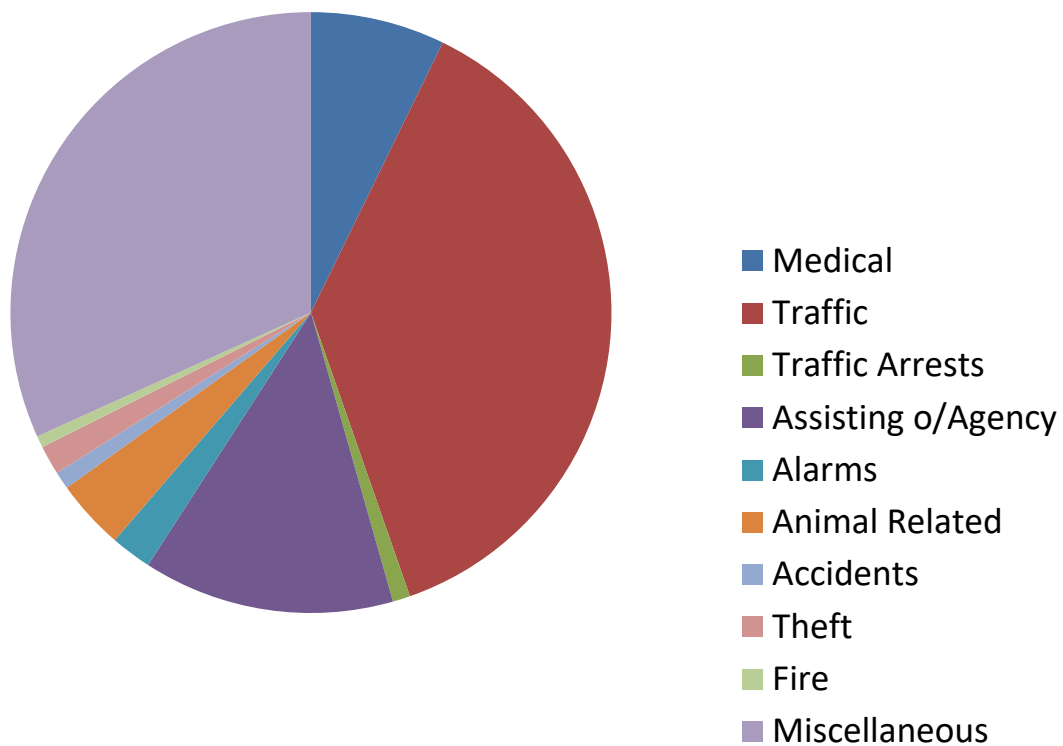
* Differences in fund balances compared to Cash, Cash Equivalents & Investments chart are due to issued checks that are outstanding and deposits in transit.



Breezy Point Police Department Offense Summary

Section 9, ItemB.

August 1- 31, 2026		2025
Medical	23	25
Traffic	119	154
Traffic Arrests	3	7
Assisting o/Agency	43	35
Alarms	7	4
Animal Related	12	4
Accidents	3	7
Theft	5	1
Fire	2	1
Miscellaneous	101	95
Total	318	333



Miscellaneous: (3) 911 Hangup, (3) Disturbance, (2) Domestic, (7) Driving Complaint, (1) Extra Patrol, (6) Information, (4) Noise Complaints, (2) Parking Complaints, (10) Public Assist, (10) Suspicious Activity/Person/Vehicle, (2) Trespass, (7) Welfare Check, Misc Calls.