CITY COUNCIL REGULAR MEETING

Monday, December 02, 2024 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. **ROLL CALL**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL/AMENDMENT OF THE AGENDA**
5. **OPEN FORUM**
6. **LAKES AREA FOOD SHELF -Tammy Larsen**
7. **ITEMS OF PUBLIC INTEREST**
   - A. Public Hearing - 2025 Proposed Budget and Final Levy
   - B. 2025 Final Budget and Levy Resolution
   - C. Public Hearing - Cannabis Ordinance
   - D. Resolution to Award Sale of General Obligation Equipment Certificates
   - E. Buschmann Road Update
8. **CONSENT AGENDA**
   One action, topics will not be discussed unless removed from consent agenda. Items requiring the expenditures of funds are budgeted items or have been previously discussed by the City Council.
   - A. November 4, 2024 Regular City Council Meeting Minutes
   - B. November 12, 2024 Special Meeting Minutes
   - C. Approval of Claims in the Amount of $321,544.63
   - D. Resolution to Approve Donation to Police Department
   - E. Resolution to Approve Cemetery Donation
   - F. Event Request July 27, 2025
   - G. Resolution to Approve Veterans Wreaths Donation
9. **ITEMS REMOVED FROM CONSENT AGENDA**

10. NEW BUSINESS

- A. Audit Services
- B. ERP Software Purchase
- C. Emergency Medical Services
- D. 2025 Fee Schedule Resolution
- E. Sand Beach Drive One Way Removal
- F. Project Pay Applications

11. OLD BUSINESS

- A. Administrator Search

12. STAFF REPORTS

13. MAYOR AND CITY COUNCIL REPORTS

14. AGENDA FORECAST

15. ADJOURN

City of Breezy Point
Crow Wing County
State of Minnesota

Notice is hereby given that the City Council of the City of Breezy Point will hold a Truth-in-Taxation hearing on Monday, December 2, 2024, at 6:30 p.m. in the Council Chambers located at 8319 County Road 11, Breezy Point, MN 56472 to discuss the budget and proposed property tax levy for taxes payable year 2025 of the City of Breezy Point. All persons who desire to be heard on these matters will be given the opportunity at this meeting, or people may submit written comment to deputyclerk@cityofbreezypointmn.us

AGENDA ITEM

Breezy Point City Council

Prepared By: *Janette Rust, Finance Specialist*	***Meeting Date:*** *12/02/2024*	☒ ***Regular Agenda Item*** ☐ ***Consent Agenda Item***	***Item No.*** Click or tap here to enter text.
Item Description: *Final Budget and Levy Resolution*		***Reviewed By:*** *Jerry Bohnsack, Interim City Administrator*	

ACTION REQUESTED

Approve a Resolution adopting the 2025 Final Property Tax Levy and Budget

BACKGROUND/DISCUSSION

The Preliminary 2025 Budget levy for the City of Breezy Point as approved by the City Council on September 3 was $3,385,608. The Preliminary levy was an increase of $172,090 (5.4%) over the adopted 2024 levy.

The proposed Final 2025 Budget levy is $3,384,966, which is an increase of $171,448 (5.3%) from 2024 and a $642 (.01%) decrease from the preliminary budget.

The full Final 2025 levy breakdown is as follows:

	Current 2024	Final 2025
General Fund Levy	$3,189,868	$3,081,316
EDA Levy	$ 3,650	$ 3,650
Cemetery Fund Levy	$ 20,000	$ 20,000
Debt Service Fund Levy	$ 0	$ 280,000
Total	$3,213,518	$3,384,966

Significant changes to the Final 2025 Budget are outlined below:

GENERAL FUND

Revenues

The adjustments to revenue sources reflect historic and anticipated actuals. Notable items include:

- LGA/HACA/MVHC: Decreased $6,650 to $92,350. This was new funding in 2024 from the State of Minnesota through the Small Cities Assistance Program.
- Business Licenses & Permits: Decreased $12,500 based on historic actuals.
- Building permits increased $50,000 as based on historic actuals from the past few years.
- Miscellaneous & Mailbox Supports income increased $10,000 based on historic actuals from previous years due to new single-family home permits of just under 30 each year in recent years.

- Fines: Court fines increased $5,000 based on historic actuals.

- Transfers from other funds include $5,000 from the Cemetery Fund to cover services received from Public Works and $150,000 is being transfer from the Capital Fund for road improvements.

Expenditures

Notable changes to department expenditures are identified below. Increases not specifically called out are increases due to anticipated cost increases and not new expenditures.

A 3% cost-of-living adjustment (COLA) was added to wages in all departments except City Council.

City Council

- Training and education: Was reduced from the Preliminary Budget to align with historical amounts.

Administration

- Health and dental insurance: Increased due to Assistant City Administrator position being unfilled and budget includes increase for the possibility of new employee selecting a family plan.

- Elections: Decreased due to there being no elections held in 2025.

City Attorney

- Increased $10,000 based on historic actuals and anticipated costs.

Other General Government

- Auding and accounting: We are in the last year of a three-year service contract; $8,000 increase is based on actual contract price for auditing services and anticipated accounting assistance for the implementation of the ERP system in 2025.

- Animal Control: $4,500 increase is per agreement with animal control and increased H.A.R.T. impound fees.

- Fire District: Decrease of $5,000 in 2025 contract price. Includes $171,000 for capital and $15,000 for Fire Pension.

- Building Maintenance: Decrease of $5,000 due to City Hall Remodel and Expansion project

- Transfer to Other Fund: Decrease of $582,000. This amount was historically transferred to the Capital Fund. It now is allocated $270,000 for the Equipment Capital Improvement Plan (CIP) and $280,000 for a new debt payment for future projects.

Planning & Zoning

- Wages & Benefits: Increased due to 3% COLA and step increases in wages.
- Seasonal Wages: Decreased $10,000 as there is no plans for a temporary employee in 2025.
- Health and dental insurance: Decreased due to allocation of employees being adjusted to better reflect actual duties being performed.
- Building Inspector: Increased $15,000 based on percentage of building permit fees. Building permit revenues were increased and so Building Inspector expenditures must also increase.

Public Safety

- Wages & Benefits: Increased due to 3% COLA and step increases in wages.
- Training & Education: Increased $5,000 for professional development as per organizational assessment performed last year.
- Repair & Maintenance: Increased $5,000 based on historic actuals of the past few years.
- Professional Service: Increased $37,500 due to Crow Wing County records management increased fees.
- IT / Support: Increased $5,600 due to anticipated increase in cyber security protocols.
- Telephone: Increased $5,000 to reflect historic actuals and current rates.
- Capital Outlay: Decreased $60,000; moved to proposed Equipment CIP.

Public Works

- Wages & Benefits: Wages decreased based on reallocation to parks to better reflect actual duties being performed.
- Health and dental insurance: Decreased due to allocation of employees being adjusted to better reflect actual duties being performed.
- Equipment Repairs & Maintenance: Increased $3,000 for anticipated cost increases.
- Road Improvements: Increased $300,000 for road improvements.
- Transfer: Was historically transferred to Capital Fund for future capital equipment and will become part of the Equipment CIP in 2025.

Parks

- Wages & Benefits: Increased due to reallocation of wages from Public Works to better reflect actual duties being performed and 3% COLA increase.

- Health and dental insurance: Increased due to reallocation from Public Works to better reflect actual duties being performed.

- Transfer: Was historically transferred to Capital Fund for future capital equipment and will become part of the Equipment CIP in 2025.

General Fund Expenditure Summary

Altogether, the 2025 budget has a general fund budget of $3,788,716. This is a decrease of $6,652 (0.17%) over 2024.

OTHER FUNDS

EDA Fund

The only EDA Fund expenditure is an annual payment to the Brainerd Lakes Area Economic Development Corporation (BLAEDC) for economic development services. While staff has not yet received the 2025 budget request from BLAEDC, we are anticipating no increase.

TIF Fund

The TIF Fund receives revenues from existing TIF Districts and then refunds those revenues back to property owners as determined by the development agreements approved at the creation of the TIF Districts. The revenue received is dependent on the increase in TIF District property values each year.

Cemetery Fund

Cemetery Fund revenues are estimated to be the same as the last few years.

Expenditures increased for site improvements and maintenance based on historic actuals.

Debt Service Fund

The Fire District purchased a new ladder truck in 2024 and the City of Breezy Point provided the initial financing. The City has issued Equipment Certificates for this purchase and both the City of Breezy Point and the City of Pequot Lakes are responsible for half the amount of the debt payment which will be paid to the Fire District. This debt payment is shown as both a revenue to be received from the Fire District and an expenditure for the debt payment.

Capital Fund

Capital Fund revenues reflect the Equipment CIP of $270,000 that will be transferred from the General Fund.

The Capital Fund expenditures total $515,000 and include:

- $135,000 in Administration Capital for Zoning Code update and new ERP system (software).
- $77,000 in IT equipment replacements as needed.
- $103,000 in Police Department vehicles and equipment.
- $50,000 in Parks for improvements.
- $150,000 in Transfer to General Fund for street improvements.

Capital Fund expenditures are projected to exceed revenues by $245,000. However, it is anticipated that the Capital Fund will end 2024 with a fund balance around $4,000,000. Therefore, the overrun will have no effect on the levy.

Sewer Enterprise Fund

As an enterprise fund, the Sewer Enterprise Fund is funded through fee revenue and not tax revenue. Revenues are anticipated to be slightly higher than 2024 based on previous year actuals and increased number of sewer connections.

Fund expenditures are anticipated to increase by just under $23,000 (5%). The increase is due to increased wages and auditing/accounting costs.

The 2025 Budget for the Sewer Enterprise Fund shows a projected fund balance of $19,535. It is the City's policy to transfer any fund balance at the end of the year to the Sewer Capital Project Fund.

Sewer Capital Projects Fund

Revenues in the Sewer Capital Projects Fund are as follows:

- Sold Property: Increase $36,000 for the trade-in value of equipment replacement.
- SAC/Connections: Decrease $20,000 based on previous year actuals.

Expenditures in the Sewer Capital Project Fund expenditures include:

- General Operating: Increase $80,000 for the replacement of equipment and new ERP system (software)
- Construction Costs: Increase $300,000 for sewer extension to Terminal Road and Red Oak Lane.

Sewer Capital Project Fund expenditures are anticipated to exceed revenues by $279,000. This is due to the sewer expansion to terminal Road and Red Oak Lane.

FINANCIAL IMPACT

2025 Budget & Levy for the City of Breezy Point

STAFF RECOMMENDATION

Approve the Final 2025 Budget & Levy as presented

ATTACHMENTS

Final 2025 Levy & Budget
2025 Levy & Budget Resolution

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

General Fund 100

Revenues - All Departments

00000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
31010	Property Taxes	2,507,108	2,903,716	3,213,518	3,081,316	-132,202
31900	P & I Delinquent Taxes	3,471	25,304	5,000	20,000	15,000
31920	Tax Forfeiture Land Sales	0	7,288	7,500	7,500	0
32000	Licenses & Permits (Short Term Rental)	0	10,560	12,000	12,000	0
32100	Business Licenses & Permits	12,206	0	12,500	0	-12,500
32170	Golf Cart Permits	9,905	13,630	13,500	14,500	1,000
32210	Zoning/Land Use	3,640	4,550	3,500	5,000	1,500
32240	Animal Licenses / Impound Fees	235	470	250	250	0
32300	Building Permits	194,292	157,858	100,000	150,000	50,000
33401	LGA / HACA / MVHC	191	116,832	99,000	92,350	-6,650
33410	PERA Aid	0	6,768	0	0	0
33416	Police Training Reimb	7,089	8,081	10,000	10,000	0
33430	Police PERA Aids & Reimb	60,098	62,614	65,000	68,000	3,000
33600	Grants	70,623	694	2,500	2,500	0
33900	Recycling	105	83	0	100	100
34100	Reimburse For Services	11,520	1,816	12,000	12,000	0
34101	Hall Rental	1,150	2,050	1,500	1,500	0
34201	Police Reimbursements	4,319	2,644	3,500	3,500	0
34202	Pelican Police Contract	54,500	58,500	62,500	65,000	2,500
	Page Sub-Total	**2,940,452**	**3,383,458**	**3,623,768**	**3,545,516**	**-78,252**

City of Breezy Point 2025 Budget

General Fund 100

Revenues - All Departments (Con't)

00000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
34203	E911 Addressing	3,130	2,420	2,500	2,500	0
34206	Police S&S/NightCap Reimbursements	8,716	14,477	8,000	8,000	0
34300	Highways and Streets	24,910	1,454	2,000	2,000	0
34302	Culverts	3,415	2,115	3,000	3,000	0
34400	Election Filing Fees	60	0	50	0	-50
35100	Fines	11,559	13,526	10,000	15,000	5,000
35104	Administrative Fines	50	0	100	100	0
36102	Improvements Road/Sewer	0	0	0	0	0
36103	Assessment Search Fees	1,015	2,720	2,000	2,500	500
36200	Miscellaneous & Mailbox Supports	18,294	13,196	2,500	10,000	7,500
36210	Interest Income	18,641	37,327	20,000	30,000	10,000
36212	Dividends Income	5,272	1,429	0	0	0
36213	Investments Gains/Losses	-40,028	20,873	0	0	0
36220	Lease Payments Received	2,832	3,456	0	0	0
36230	Contributions	350	400	100	100	0
36232	Refunds Received	16,664	8,545	15,000	15,000	0
39203	Transfer From Other Fund	2,000	2,000	130,000	155,000	25,000
Fund 100	**Total Revenue**	**3,017,332**	**3,507,396**	**3,819,018**	**3,788,716**	**-55,302**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - City Council

41100	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	18,605	18,605	18,600	18,600	0
121	PERA	570	323	558	360	-198
122	FICA & Medicare	1,423	1,423	1,423	1,423	0
150	Worker's Compensation Insurance	101	104	100	120	20
300	Professional Services	28,800	18,882	5,000	5,000	0
351	Legal Notices & Publications	895	667	500	500	0
433	Dues & Subscriptions	3,066	3,287	3,000	3,000	0
437	Training & Education	0	1,656	5,000	3,000	-2,000
Fund 100	**City Council - Total Expenditures**	**53,460**	**44,947**	**34,181**	**32,003**	**-2,178**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Administration

41300	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	213,056	258,408	320,771	318,552	-2,219
102	Overtime	8	0	500	500	0
121	PERA	15,313	17,796	24,058	23,891	-167
122	FICA & Medicare	15,931	18,006	24,539	24,369	-170
130	Life Insurance	592	459	624	634	10
131	Paid Health & Dental Insurance	33,345	34,659	54,749	66,650	11,901
150	Worker's Compensation Insurance	2,034	2,690	3,000	2,500	-500
200	General Operating	4,558	4,403	5,000	5,000	0
208	Training & Education	2,223	6,599	6,500	5,500	-1,000
220	Repair / Maint Supplies	0	509	1,000	1,000	0
256	Elections	4,386	0	7,000	0	-7,000
321	Telephone	2,401	4,099	3,500	3,500	0
331	Travel Expenses	2,602	847	1,500	1,500	0
433	Dues & Subscriptions	3,032	1,126	1,500	1,500	0
590	Capital Outlay	0	0	0	0	0
Fund 100	**Administration - Total Expenditures**	**299,481**	**349,601**	**454,241**	**455,096**	**855**

General Fund 100

Expenditures - City Attorney

41610	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
304	Legal Services	32,327	35,354	20,000	30,000	10,000
Fund 100	**City Attorney - Total Expenditures**	**32,327**	**35,354**	**20,000**	**30,000**	**10,000**

City of Breezy Point 2025 Budget

General Fund 100

Expenditures - Other General Govt

41900	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
160	Liability Insurance	4,913	6,375	6,000	7,500	1,500
212	Motor Fuels	0	0	500	500	0
300	Professional Svs.	3,913	16,984	12,000	12,000	0
301	Auditing & Accounting	8,812	51,696	12,000	20,000	8,000
303	Engineering (General)	180	376	2,500	2,500	0
304	Legal/Prosecution Fees	8,000	8,000	9,000	9,000	0
306	Animal Control	0	8,301	7,500	12,000	4,500
308	IT / Support	10,841	8,782	10,000	10,000	0
310	Fire District	115,313	94,169	306,000	301,000	-5,000
313	Benefits Administration	1,287	761	1,000	1,000	0
319	Other - Reserves	0	0	0	0	0
324	Recycling	500	480	500	500	0
329	Communications	656	5,481	12,000	10,000	-2,000
362	Property Insurance	2,611	2,689	2,750	2,750	0
381	Combined Utilities	7,707	9,059	8,000	8,000	0
400	Office Equipment	699	3,713	5,000	5,000	0
401	Building Maintenance	4,761	6,970	10,000	5,000	-5,000
402	Grounds Maintenance	2,554	2,839	2,750	3,000	250
510	Land Acquisition	0	48	0	0	0
720	Transfer to Other Fund	628,422	582,000	582,000	0	-582,000
	Equipment CIP (Capital Fund) Transfer	0	0	0	270,000	270,000
721	EOY Fund Bal Transfers	0	0	0	0	0
810	Refunds / Reimbursements	602	0	500	500	0
Fund 100	**Other General Government - Total Expenditures**	**801,771**	**808,723**	**990,000**	**680,250**	**-309,750**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Planning & Zoning

41910	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	48,083	44,415	99,101	106,029	6,928
103	Admin / Office Wages	0	23,733	0	0	0
104	Commission Wages	1,980	1,560	2,500	2,000	-500
106	Seasonal Wages	0	0	10,000	0	-10,000
121	PERA	467	1,780	7,433	7,953	520
122	FICA & Medicare	646	1,832	7,582	8,112	530
130	Life Insurance	0	7	212	211	-1
131	Paid Health & Dental Insurance	707	2,010	25,754	10,883	-14,871
150	Workers Comp	0	15	672	550	-122
200	General Operating	3,104	525	500	1,000	500
208	Training & Education	0	42	2,000	2,500	500
258	Mapping	0	1,718	1,000	1,000	0
300	Professional Services	7,681	3,985	3,500	2,000	-1,500
302	E-911 / Permit Expenses	975	625	1,000	1,000	0
304	Legal Services	187	0	0	0	0
308	IT Services	-2,858	2,940	3,200	4,000	800
309	Building Inspector	153,052	97,184	85,000	100,000	15,000
331	Travel Expenses	0	0	500	500	0
351	Legal Notices	1,631	1,742	1,500	1,500	0
810	Refunds	250	773	100	100	0
Fund 100	**Planning & Zoning - Total Expenditures**	**215,905**	**184,886**	**251,554**	**249,338**	**-2,216**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Public Safety

42100	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	492,113	500,755	668,188	698,059	29,871
102	Overtime	15,340	22,180	35,000	35,000	0
103	Admin / Office Wages	54,226	60,661	74,643	76,880	2,237
105	TZD Wages	9,131	9,664	0	0	0
107	P/T Officer Wages	6,939	4,315	9,000	9,000	0
121	PERA	83,877	104,639	123,868	129,323	5,455
122	FICA & Medicare	10,073	11,291	15,300	16,004	704
130	Life Insurance	1,184	914	1,536	1,010	-526
131	Paid Health & Dental Insurance	118,424	102,388	146,097	132,000	-14,097
150	Worker's Compensation Insurance	34,220	44,317	40,000	40,000	0
160	Liability Insurance	16,205	15,692	18,000	25,000	7,000
200	General Operating	7,606	6,279	9,000	9,500	500
208	Training & Education	77,398	13,287	10,000	15,000	5,000
212	Motor Fuels	25,021	24,932	25,000	25,000	0
220	Repair / Maint	18,385	22,963	15,000	20,000	5,000
300	Professional Services	15,457	10,219	50,000	87,500	37,500
308	IT / Support	16,775	21,237	22,400	28,000	5,600
321	Telephone	11,272	15,895	13,000	18,000	5,000
362	Municipal Property Insurance	7,077	7,117	7,500	8,000	500
363	Automotive Insurance	8,793	10,956	12,000	12,000	0
381	Combined Utilities	12,163	12,628	15,000	15,000	0
400	Office Equipment	1,923	2,015	2,000	2,000	0
401	Building Maintenance	8,896	31,269	45,000	45,000	0
402	Grounds Maintenance	1,949	1,728	3,500	2,500	-1,000
417	Uniforms	7,845	9,082	12,000	12,000	0

590	Capital Outlay	64,089	53,205	60,000	0	-60,000
Fund 100	**Public Safety - Total Expenditures**	**1,126,381**	**1,119,628**	**1,433,032**	**1,461,776**	**28,744**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Public Works

43000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	155,563	153,022	190,884	182,088	-8,796
102	Overtime	1,956	1,966	2,500	1,785	-715
106	Part Time	6,231	6,379	5,000	5,000	0
121	PERA	10,825	12,041	14,317	13,657	-660
122	FICA & Medicare	11,223	12,597	14,603	14,450	-153
130	Life Insurance	475	343	490	290	-200
131	Paid Health & Dental Insurance	36,163	31,979	39,789	34,100	-5,689
150	Worker's Compensation Insurance	13,191	13,609	13,500	15,000	1,500
160	Liability Insurance	2,133	1,184	1,000	1,200	200
200	General Operating	1,945	1,957	2,000	2,000	0
208	Training & Education	397	0	1,000	1,000	0
212	Motor Fuels	35,560	29,530	35,000	35,000	0
220	Equipment - Repairs & Maint	25,200	33,699	32,000	35,000	3,000
222	Landscaping	192	358	1,500	1,500	0
223	Salt / Sand	8,932	8,181	9,000	9,000	0
224	Aggregate Materials	17,908	17,351	25,000	25,000	0
225	Blacktop Repair	14,139	8,062	25,000	25,000	0
226	Sign Materials	1,918	3,047	1,500	1,500	0
228	Equipment Rental	317	1,541	1,000	1,500	500
229	Culverts/MB Supports	4,711	5,762	2,400	2,500	100
240	Small Tools / Minor Equip	1,551	977	2,000	2,000	0
300	Professional Services	6,310	1,905	2,500	2,500	0
308	IT Services	172	2,208	2,400	3,280	880
321	Telephone	1,952	2,487	2,950	3,000	50
331	Travel Expenses	0	0	500	500	0
362	Property Insurance	2,265	3,200	3,500	4,000	500
363	Automotive Insurance	1,960	1,963	2,000	2,000	0
381	Combined Utilities	8,121	4,982	10,000	7,500	-2,500
401	Building Maintenance	1,710	3,184	2,000	2,000	0
417	Uniforms	1,604	1,177	1,500	1,500	0
531	Dustcoating	22,852	29,332	35,000	35,000	0
533	Road Improvements	0	0	0	300,000	300,000
590	Capital Outlay	11,768	7	0	0	0
720	Transfer	50,000	50,000	50,000	0	-50,000
Fund 100	**Public Works - Total Expenditures**	**459,244**	**444,030**	**531,833**	**769,850**	**238,017**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Project 19-429 (Operating)

43500	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
591	Construction Cost	0	0	0	0	0
592	Engineering	809	0	0	0	0
594	Adminsitrative Cost	0	0	0	0	0
595	Land Acquistion/Easments	0	0	0	0	0
Fund 100	**Project 19-429 - Total Expenditures**	**809**	**0**	**0**	**0**	**0**

General Fund 100

City of Breezy Point 2025 Budget

Expenditures - Parks & Recreation (Operating)

45100	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Compensation	0	0	26,946	57,315	30,369
102	Overtime	0	0	0	561	561
106	Seasonal Part Time	0	0	8,500	8,500	0
121	PERA	0	0	2,021	4,300	2,279
122	FICA & Medicare	0	0	2,062	5,078	3,016
130	Life Insurance	0	0	58	58	0
131	Paid Health & Dental Insurance	0	0	3,990	9,092	5,102
150	Worker's Compensation Insurance	0	0	500	500	0
160	Liability Insurance	0	0	200	250	50
210	General Operating	2,095	1,425	5,000	5,000	0
212	Motor Fuels	0	0	2,500	2,500	0
222	Landscaping	1,712	1,950	6,000	5,000	-1,000
228	Equipment Rental	0	0	500	500	0
300	Professional Services	3,676	3,106	6,000	5,000	-1,000

362	Property Insurance	1,706	3,426	4,500	5,000	500
400	Equipment	0	0	250	250	0
401	Building Maintenance	23	85	500	500	0
530	Beach Improvements	33	0	500	500	0
580	Equipment Outlay	0	0	500	500	0
590	Capital Outlay	33,045	0	0	0	0
720	Transfer to Other	10,000	10,000	10,000	0	-10,000
Fund 100	**Parks & Recreation - Total Expenditures**	**52,290**	**19,992**	**80,527**	**110,404**	**29,877**

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

General Fund 100 Summary

Revenue & Expenditures		2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**General Fund - Total Revenue**	**3,017,332**	**3,507,396**	**3,819,018**	**3,788,716**	**-30,302**
Expenditures						
	City Council	53,460	44,947	34,181	32,003	-2,178
	Administration	299,481	349,601	454,241	455,096	855
	City Attorney	32,327	35,354	20,000	30,000	10,000
	Other General Government	801,771	808,723	990,000	680,250	-309,750
	Planning & Zoning	215,905	184,886	251,554	249,338	-2,216
	Public Safety	1,126,381	1,119,628	1,433,032	1,461,776	28,744
	Public Works	459,244	444,030	531,833	769,850	238,017
	Project 19-429	809	0	0	0	0
	Parks & Recreation (Operating)	52,290	19,992	80,527	110,404	29,877
	General Fund - Total Expenditures	**3,041,668**	**3,007,161**	**3,795,368**	**3,788,716**	**-6,652**
	Difference	**(24,336)**	**500,235**	**23,650**	**(0)**	**(23,650)**

2025 Preliminary Levy	
Preliminary Levy	303,650
Preliminary Levy Increase	(2,909,868)
Preliminary Levy % Increase	-90.6%

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

EDA Fund 200

Revenues - All Departments

46500	Description	2022 Actual	2023Actual	2024 Budget	2025 Budget	Change from 2024
31010	Property Tax	3,425	3,530	3,650	3,650	0
36200	Misc Revenue	0	0	0	0	0
36210	Interest	17	38	15	0	-15
36213	Investments Gains/Loses	-50	21	0	0	0
Fund 200	**Total Revenue**	**3,392**	**3,589**	**3,665**	**3,650**	-15

Expenditures

46500	Description	2022 Actual	2023Actual	2024 Budget	2025 Budget	Change from 2024
200	General Operating	0	0	0	0	0
490	Donations	3,625	3,050	3,650	3,650	0
300	Professional Services	0	0	0	0	0
Fund 200	**Total Expenditures**	**3,625**	**3,050**	**3,650**	**3,650**	0

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

EDA Fund 200 Summary

	Revenue & Expenditures	2022 Actual	2023Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**EDA Fund - Total Revenue**	**3,392**	**3,589**	**3,665**	**3,650**	-15
Expenditures	**EDA Fund - Total Expenditures**	**3,625**	**3,050**	**3,650**	**3,650**	0
	Difference	**(233)**	**539**	**15**	**0**	-15

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

TIF Fund 204

Revenues - All Departments

46500	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
31010	Property Tax	10,140	8,333	16,500	16,500	0
36200	Misc Revenue	0	0	0	0	0
36210	Interest	0	0	0	0	0
36213	Investments Gains/Loses	0	0	0	0	0
Fund 204	**Total Revenue**	**10,140**	**8,333**	**16,500**	**16,500**	0

Expenditures

46500	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
300	Professional Services	6,180	9,906	1,500	7,500	6,000
303	Engineering Fees	0	0	0	0	0
351	Legal Notice Publishing	45	58	0	0	0
594	Administration	0	0	150	150	0
810	Refund/Reimbursement	0	0	14,850	15,000	150
811	Release of Escrow	0	0	0	0	0
Fund 204	**Total Expenditures**	**6,225**	**9,964**	**16,500**	**22,650**	6,150

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

TIF Fund 204 Summary

	Revenue & Expenditures	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**EDA Fund - Total Revenue**	**10,140**	**8,333**	**16,500**	**16,500**	0
Expenditures	**EDA Fund - Total Expenditures**	**6,225**	**9,964**	**16,500**	**22,650**	6,150
	Difference	**3,915**	**(1,631)**	**0**	**(6,150)**	-6,150

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Cemetery Special Revenue Fund 270

Revenues - All Departments

00000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
31010	Property Tax	9,000	9,000	20,000	20,000	0
34000	Charge for Services	2,615	2,330	3,000	3,000	0
34940	Lot Sales	3,091	8,184	8,000	8,000	0
34942	Perpetual Care	653	864	1,500	1,500	0
36200	Misc / Butterfly Event	14,258	3,079	4,000	4,000	0
36210	Interest	2,618	4,015	2,500	2,500	0
36213	Investments Gains / Loses	-6,166	2,287	0	0	0
Fund 270	**Total Revenue**	**26,069**	**29,759**	**39,000**	**39,000**	0

Cemetery Special Revenue Fund 270

Expenditures

49010	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
200	General Operating	566	1,530	1,500	1,500	0
222	Landscaping	1,598	5,287	4,000	4,000	0
240	Small Tools/Minor Equip	0	561	0	0	0
300	Professional Services	5,401	12,089	20,000	20,000	0
362	Property Insurance	228	504	650	700	50
381	Combined Utilities	1,366	2,257	1,500	1,500	0
433	Dues & Subscriptions	0	0	125	125	0
438	Butterfly Event	1,890	2,374	2,500	2,500	0
439	Markers	0	0	1,000	1,000	0
534	Site Improvements	475	9,435	1,500	10,000	8,500
720	Transfer to Other (GF)	2,000	2,000	5,000	5,000	0
810	Refunds / Reimbursements	0		0		0
Fund 270	**Total Expenditures**	**13,524**	**36,037**	**37,775**	**46,325**	8,550

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Cemetery Special Revenue Fund 270

	Revenue & Expenditures	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**Cem Spec Rev Fund - Total Revenue**	**26,069**	**29,759**	**39,000**	**39,000**	0
Expenditures	**Cem Spec Rev Fund - Total Expenditures**	**13,524**	**36,037**	**37,775**	**46,325**	8,550
	Difference	**12,545**	**(6,278)**	**1,225**	**(7,325)**	-8,550

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Debt Service Fund 300

Revenues - All Departments

00000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
36108	2007 GO Rd/Sew Bond (RE:2012)	43,585	839	0	0	0
36116	Ad Valorem Taxes	0	0	0	0	0
36210	Interest	633	5,655	0	0	0
36119	2012 GO Crossover Bond	230,000	0	0	0	0
	City Hall Remodel & Expansion Bond	0	0	0	280,000	280,000
	2024 Ladder Truck Bond Payment from PLFD	0	0	0	135,000	135,000
36213	Investments Gains/Loses	95	3,282	0	0	0
39200	Transfer In (from general fund)	272,000	0	0	0	0
39310	Bond Issuance/Other Financing	0	0	0	0	0
Fund 300	**Total Revenue**	**546,313**	**9,776**	**0**	**415,000**	415,000

Debt Service Fund 300

Expenditures

47000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
620	Fiscal Agent Fees	5	0	0	0	0
637	2012 GO Crossover Bond Interest	860	0	0	0	0
638	2012 GO Crossover Bond Princ	570,000	0	0	0	0
	City Hall Remodel & Expansion Bond	0	0	0	280,000	
	2024 Ladder Truck Bond	0	0	0	135,000	
720	Transfer to Other	0	0	0	0	0
Fund 300	**Total Expenditures**	**570,865**	**0**	**0**	**415,000**	415,000

City of Breezy Point
2025 Preliminary Budget
Summary

City of Breezy Point 2025 Budget

Debt Service Fund 300

	Revenue & Expenditures	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**Debt Service Fund - Total Revenue**	**546,313**	**9,776**	**0**	**415,000**	415,000
Expenditures	**Debt Service Fund - Total Expenditures**	**570,865**	**0**	**0**	**415,000**	415,000
	Difference	**(24,552)**	**9,776**	**0**	**0**	0

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Capital Fund 401

Revenues - All Departments

	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
31810	Franchise Fees	5,740	10,865	5,000	0	-5,000
33600	State / Local Grants	0	0	0	0	0
33900	Recycling	0	0	0	0	0
35201	Forfeits - Alcohol	1,970	0	2,000	0	-2,000
35202	Forfeits - Drug	0	0	2,000	0	-2,000
36000	Special Assessments	85,888	45,368	50,000	0	-50,000
36101	2005 GO Rd/Sew Assessments	0	624	5,000	0	-5,000
36102	2008 Imp. Assessment	0	15,162	25,000	0	-25,000
36103	2019 Road/Sewer Assessments	0	0	0	0	0
36107	Assessment Income	0	0	0	0	0
36108	2007 GO Road/Sewer Bonds Re: 2012	0	0	50,000	0	-50,000
36200	Misc. Revenue	0	0	0	0	0
36201	Sold Property Revenue	4,000	0	7,500	0	-7,500
42100-34201	Police Copies	0	0	100	0	-100
42100-36201	Sold Property Revenue PD	1,624	0	1,000	0	-1,000
43000-36201	Sold Property Revenue PW	0	0	1,000	0	-1,000
41300-36200	Misc. Revenue	0	0	0	0	0
36210	Interest Income	8,272	73,150	0	0	0
41900-36210	Interest Income	35,960	0	0	0	0
36211	Insurance Dividends	0	0	0	0	0
36213	Investments Gains/Loses	-115,568	42,665	0	0	0
36230	Contributions and Donations	0	0	0	0	0
36234	Park Dedication	0	0	0	0	0
41900-39201	Land Acquistions (Transfer From GF)	10,000	0	0	0	0
41940-39201	Well Maintenanc (Transfer from GF)	0	0	0	0	0
43100	Future Improvements	0	0	0	0	0
43101-39201	Signs (Transfer from GF)	5,000	0	0	0	0
43121-39201	Road Improvements (Transfer from GF)	331,422	342,000	342,000	0	-342,000
45100-39201	Park Equip Replacement (Transfer from GF)	10,000	10,000	10,000	0	-10,000
49211-39201	Accrued Emplyee Liabilities	10,000	10,000	10,000	0	-10,000
41900-39201	Transfer from General Fund	10,000	478,000	0	0	0
43000-39201	Transfer from General Fund	0	50,000	50,000	0	-50,000
41950-39201	Transfer from General Fund	0	230,000	230,000	270,000	
39203	Transfer from Other Fund	0	0	0	0	0
Fund 401	**Total Revenue**	**404,308**	**1,307,834**	**790,600**	**270,000**	-520,600

Capital Fund 401
Expenditures

City of Breezy Point 2025 Budget

	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
35201	Forfeitures Alcohol	0	3,400	0	0	0
35202	Forfeitures Drugs	0	1,396	0	0	0
31810	Franchise Fees	0	0	0	0	0
41300	Administration Capital	0	21,342	167,000	135,000	-32,000
	IT Capital	0	0	0	77,000	77,000
41300-720	Transfer to Other	0	0	125,000	0	-125,000
41900-324	Recycling	0	0	0	0	0
41900-300	Professional Services	0	312,627	700,000	0	-700,000
41900	Land Aquistions	0	0	0	0	0
42100	Police Capital	0	3,210	0	103,000	103,000
43000-226	Public Works-Sign Materials	0	0	0	0	0
43000-590	Capital Outlay	0	0	0	0	0
43100	Future Improvements	0	0	0	0	0
43121	Road Improvements	0	0	0	0	0
45100	Parks & Recreation	0	0	50,000	50,000	0
45100-580	Parks & Rec-Equipment Outlay	0	0	0	0	0
45100-590	Parks & Recreation/Replacement	0	0	0	0	0
45200	Parkland Dedication	0	0	0	0	0
49211	Accrued Employee Liabilities	0	0	0	0	0
43000-720	Transfer to Other	0	0	0	150,000	150,000
Fund 401	**Total Expenditures**	**0**	**341,975**	**1,042,000**	**515,000**	-527,000

City of Breezy Point
2025 Preliminary Budget
Summary

City of Breezy Point 2025 Budget

Capital Fund 401

	Revenue & Expenditures	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**- Total Revenue**	**404,308**	**1,307,834**	**790,600**	**270,000**	-520,600
Expenditures	**- Total Expenditures**	**0**	**341,975**	**1,042,000**	**515,000**	-527,000
	Difference	**404,308**	**965,859**	**(251,400)**	**(245,000)**	6,400

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Sewer Enterprise Fund 600

Revenues - All Departments

00000	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
36000	Assessments	69,662	5,457	25,000	25,000	0
36200	Misc	0	0	100	100	0
36210	Interest Income	6,172	9,140	5,000	7,500	2,500
36213	Investments Gains/Loses	-15,829	5,067	0	0	0
36232	Refunds/Reimbursements	0	22	0	0	0
37210	Sewer Service	423,208	454,794	450,000	475,000	25,000
37250	Connection Charges	900	675	1,200	1,000	-200
37255	Connection Principal/Interest	0	0	0	0	0
Fund 600	**Total Revenue**	**484,113**	**475,155**	**481,300**	**508,600**	27,300

Sewer Enterprise Fund 600

City of Breezy Point 2025 Budget

Expenditures

43250	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
100	Full-Time Employee Wages	154,388	176,296	255,059	286,622	31,563
102	Full-Time Employee Overtime	2,337	2,237	3,000	2,500	-500
103	Admin/Office Wages	28,093	37,294	0	0	0
106	Seasonal Part time lawn mowing wages	6,231	6,379	4,500	6,000	1,500
121	PERA	1,346	25,754	19,130	21,497	2,367
122	FICA/Medicare	13,784	15,592	19,512	21,927	2,415
130	Life Insurance	405	306	547	547	0
131	Paid Health/Dental	31,437	28,892	43,254	24,723	-18,531
150	Worker's Comp	6,261	7,025	7,500	5,000	-2,500
160	Liability Insurance	4,066	4,925	5,000	5,500	500
200	General Operating	7,255	7,162	10,000	10,000	0
208	Training and Education	1,038	54	3,000	1,500	-1,500
212	Motor Fuels	3,295	2,453	5,000	5,000	0
220	Repair/Maint Supplies	26,398	35,618	15,000	15,000	0
300	Professional Services	62	836	9,500	5,000	-4,500
301	Auditing and Accounting	2,196	5,392	10,000	20,000	10,000
303	Engineering Fees	90	779	1,000	2,500	1,500
304	Legal Services	0	0	0	0	0
308	IT Support/Software	4,657	3,892	5,000	5,000	0
316	Spraying	0	0	1,500	1,800	300
321	Telephone	3,415	3,348	4,000	4,500	500
326	Permits & Lab Testing	2,212	2,653	3,500	3,500	0
331	Travel Expenses	763	905	500	500	0
332	Gopher One Locates	536	504	500	500	0
362	Property Insurance	3,071	3,775	4,200	4,200	0
363	Automotive Insurance	1,041	1,609	1,650	1,650	0
381	Combined Utilities (Gas & Electric)	26,638	27,720	30,000	30,000	0
386	Credit Card Proc Fees	2,595	2,783	3,000	3,000	0
417	Uniforms	379	362	500	500	0
432	Bad/Delinquent Payment	74	0	100	100	0
433	Dues and Subscriptions	698	400	700	500	-200
590	Capital Outlay	4,418	0	0	0	0
720	Transfer to Other	0	0	0	0	0
Fund 600	**Total Expenditures**	**339,179**	**404,945**	**466,152**	**489,065**	22,913

City of Breezy Point
2025 Preliminary Budget
Summary

City of Breezy Point 2025 Budget

Sewer Enterprise Fund 600

Revenue & Expenditures		2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**- Total Revenue**	**484,113**	**475,155**	**481,300**	**508,600**	27,300
Expenditures	**- Total Expenditures**	**339,179**	**404,945**	**466,152**	**489,065**	22,913
	Difference	**144,934**	**70,210**	**15,148**	**19,535**	4,387

City of Breezy Point
2025 Preliminary Budget

City of Breezy Point 2025 Budget

Sewer Capital Projects Fund 602

Revenues - All Departments

41950	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget		Change from 2024
36000	Special Assessments	14,564	18,574	50,000	50,000		0
00000-36000	Whitebirch7/CreekCir Proj Assessments	0	0	0	0		0
36201	Sold Property Revenue	0	0	0	36,000		36,000
36210	Interest	47,031	70,706	25,000	50,000		25,000
36213	Investments Gains/Loses	-126,200	41,002	0	0		0
34407	SAC/Connections	35,750	29,250	50,000	30,000		-20,000
39200	Transfer In	0	0	0	0	From 600	0
Fund 602	**Total Revenue**	**-28,855**	**159,532**	**125,000**	**166,000**		41,000

Expenditures (Improvement Projects)

41950	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget		Change from 2024
200	General Operating	0	0	40,000	120,000		80,000
591	Construction Costs	0	0	0	300,000		300,000
592	Engineering Costs	0	47,732	25,000	25,000		0
593	Legal	0	0	0	0		0
594	Admin Costs	0	0	0	0		0
595	Land Acquisition/Easements	0	0	0	0		0
596	Transfer Out	0	0	0	0		0
720	Transfer To Other Fund	0	0	0	0		0
Fund 602	**Total Expenditures**	**0**	**47,732**	**65,000**	**445,000**		380,000

Expenditures (Improvement Projects)

43500	Description	2022 Actual	2023 Actual	2024 Budget	2025 Budget		Change from 2024
592	Engineering Costs	0	11,097	25,000	0		-25,000
Fund 602	**Total Expenditures**	**0**	**11,097**	**25,000**	**0**		-25,000

Sewer Capital Projects Fund 602 Summary

	Revenue & Expenditures	2022 Actual	2023 Actual	2024 Budget	2025 Budget	Change from 2024
Revenue	**- Total Revenue**	**-28,855**	**159,532**	**125,000**	**166,000**	41,000
Expenditures	**- Total Expenditures**	**0**	**58,829**	**65,000**	**445,000**	380,000
	Difference	**(28,855)**	**100,703**	**60,000**	**(279,000)**	-339,000

CITY OF BREEZY POINT
RESOLUTION XX-2024

A RESOLUTION SETTING THE FINAL LEVY AND BUDGET FOR 2025 FOR THE CITY OF BREEZY POINT

WHEREAS, the 2025 budget process started in June with the adoption of the 2025 Budget Calendar; and

WHEREAS, the City Administrator and Finance Specialist worked in conjunction with department staff to develop a preliminary 2025 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 2025 preliminary budget in workshops on August 19 and November 12;

WHEREAS, the City Council set the Preliminary Levy and Budget on September 3, 2024, at $3,385,608; and

WHEREAS, City Staff worked to refine the budget, making adjustments from the preliminary levy and budget for items such as staff training and education and anticipated revenues; and

WHEREAS, the City Council is adopting all city budgets (i.e. Sanitary Sewer, Cemetery, Capital, etc.) along with the General Fund budget;

NOW THEREFORE BE IT RESOLVED that the following amounts represent the final levy set by the City of Breezy Point for 2025:

General Fund Levy	$3,081,316
EDA Fund Levy	$ 3,650
Cemetery Fund Levy	$ 20,000
Debt Service Fund Levy	$ 280,000
Total Preliminary Levy	$3,384,966

BE IT FURTHER RESOLVED that the budgets for all City of Breezy Point funds for 2025 are adopted.

Rebecca Ball ____ Brad Scott ____

Steve Jensen ____ Angel Zierden ____

Michael Moroni ____

Adopted this 2nd day of December 2024.

_____
Mayor Angel Zierden

Attest:

_____
Jerry Bohnsack, Interim City Administrator

AGENDA ITEM
Breezy Point City Council

Prepared By:	Meeting Date:	☒ Regular Agenda Item ☐ Consent Agenda Item	Item No.
Jerry Bohnsack, Interim City Administrator	*12/02/2024*		Click or tap here to enter text.

Item Description:	Reviewed By: *N/A*
Cannabis Ordinance Public Hearing	

ACTION REQUESTED

Motion to Adopt Ordinance is appropriate.

BACKGROUND/DISCUSSION

The Proposed Ordinance 24-03 is a new Ordinance to regulate Cannabis in the City of Breezy Point. The Ordinance reflects Cannabis can be located in Commercial Zone with Conditional Use Permit. This Public Hearing is considered the second reading of the Ordinance.

FINANCIAL IMPACT

N/A

ATTACHMENTS

Ordinance 24-03

ORDINANCE NO. 24-03

**AN ORDINANCE OF THE
CITY TO REGULATE CANNABIS BUSINESS**

**CITY OF BREEZY POINT
COUNTY OF CROW WING
STATE OF MINNESOTA**

The City Council of Breezy Point does ordain as follows:

Section 1 – Amendment. Title XI, "Business Regulations," of the City Code is amended by adding the following Chapter 116:

Chapter 116 – Cannabis Businesses

Administration

Section 116.01 Administration.

(A) Findings and Purpose. The City Council makes the following legislative findings: The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City Council to protect the public health, safety, welfare of City of Breezy Point residents by regulating cannabis businesses within the legal boundaries of the City. The City Council finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

(B) Authority and Jurisdiction. The City Council has authority to adopt this ordinance pursuant to: (a) Minn. Stat. § 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses; (b) Minn. Stat. § 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses; (c) Minn. Stat. § 152.0263, subd. 5, regarding the use of cannabis in public places; and (d) Minn. Stat. § 462.357, regarding the authority of a local authority to adopt zoning ordinances. Ordinance shall be applicable within the legal boundaries of the City.

(C) Severability. If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

(D) Enforcement. The City Council is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether a permit is required for a regulated activity listed in this ordinance.

(E) Definitions.

(1) Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.

(2) Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

(3) Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusiness with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers.

(4) Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.

(5) Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.

(6) Lower-potency Hemp Edible: As defined under Minn. Stat. § 342.01, subd. 50.

(7) Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as “OCM” in this ordinance.

(8) Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.

(9) Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. § 342.17.

(10) Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants;

bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.

(11) Residential Treatment Facility: As defined under Minn. Stat. § 245.462, subd. 23.

(12) Retail Registration: An approved registration issued by the City to a state licensed cannabis retail business.

(13) School: A public school as defined under Minn. Stat. § 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. § 120A.24.

(14) State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Registration

Section 116.02 Registration of Cannabis Businesses

(A) Consent to registering of Cannabis Businesses. No individual or entity may operate a state-licensed cannabis retail business within the City without first registering with the City. Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to $2,000 for each violation.

(B) Compliance Checks Prior to Retail Registration. Prior to issuance of a cannabis retail business registration, the City shall conduct a preliminary compliance check to ensure compliance with local ordinances. Pursuant to Minn. Stat. ch. 342, within 30 days of receiving a copy of a state license application from OCM, the City shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

(C) Registration and Application Procedure.

(1) **Fees.** The City shall not charge an application fee. A registration fee, as established in the City's fee schedule, shall be charged to applicants depending on the type of retail business license applied for. An initial retail registration fee shall not exceed $500 or half the amount of an initial state license fee under Minn. Stat. § 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee. Any renewal retail registration fee imposed by the City shall be charged at the time of the second renewal and each subsequent renewal thereafter. A renewal retail registration fee shall not exceed $1,000 or half the amount of a renewal state license fee under Minn. Stat. § 342.11, whichever is less. A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the

lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

(2) **Application Submittal.** The City shall issue a retail registration to a state-licensed cannabis retail business that adheres to the requirements of Minn. Stat. § 342.22.

a. An applicant for a retail registration shall fill out an application form, as provided by the City. Said form shall include, but is not limited to:

i. Full name of the property owner and applicant;
ii. Address, email address, and telephone number of the applicant;
iii. The address and parcel ID for the property which the retail registration is sought;
iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. § 342.13.

b. The applicant shall include with the form:

i. the registration fee as required in Section 2.3.1;
ii. a copy of a valid state license or written notice of OCM license preapproval;

c. Once an application is considered complete, the City Clerk shall inform the applicant as such, process the application fees, and forward the application to the Council for approval or denial.

d. The application fee shall be non-refundable once processed.

(3) **Application Approval.**

a. A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under 116.07.

b. A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.

c. A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

Section 116.03 Annual Compliance Checks.

The City shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. § 342.22, subd. 4(b) and Minn. Stat. § 342.24 and this ordinance.

The City shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the

person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

Section 116.04 Location Change.

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of the City.

or

If a state-licensed cannabis retail business seeks to move to a new location still within the legal boundaries of the City, it shall notify the City of the proposed location change and submit necessary information to meet all the criteria in this paragraph.

Section 116.05 Renewal of Registration.

(A) State-Licensed Retail. The City shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license. A state-licensed cannabis retail business shall apply to renew registration on a form established by the City.

(B) No Transfer. A cannabis retail registration issued under this ordinance shall not be transferred.

(C) Renewal Fees. The City may charge a renewal fee for the registration starting at the second renewal, as established in the City's fee schedule.

(D) Renewal Application. The application for renewal of a retail registration shall include but is not limited to items required under Section 2.3.2 of this Ordinance.

Section 116.06 Suspension of registration

(A) When Suspension is Warranted. The City may suspend a cannabis retail business's registration if it violates the ordinance of the City or poses an immediate threat to the health or safety of the public. The City shall immediately notify the cannabis retail business in writing the grounds for the suspension.

(B) Notification to OCM. The City shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

(C) Length of Suspension. The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended. The City may reinstate a registration if it determines that the violations have been

resolved. The City shall reinstate a registration if OCM determines that the violation(s) have been resolved.

(D) Civil Penalties. Subject to Minn. Stat. 342.22, subd. 5(e) the City may impose a civil penalty, as specified in the City's Fee Schedule, for registration violations, not to exceed $2,000.

Section 116.07 Limiting of Registrations

The City shall limit the number of cannabis retail businesses to one.

Requirements for Cannabis Businesses

Section 116.08 Minimum Buffer Requirements

The City shall prohibit the operation of a cannabis business within 1,000 feet of a school.
The City shall prohibit the operation of a cannabis business within 500 feet of a day care.
The City shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.
The City shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.
The City shall prohibit the operation of a cannabis retail business within 0 feet of another cannabis retail business.
Pursuant to Minn. Stat. § 462.357 subd. 1e, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

Section 116.09 Zoning and Land Use

(A) Cannabis Retail. Cannabis businesses licensed or endorsed for cannabis retail are permitted as a (CUP) Conditional Use Permit in the following zoning districts:

• C – Commercial

Section 116.10 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 10:00 A.M. and 9:00 P.M. (The city can prohibit sales between 8-10 a.m. and between 9 p.m. to 2 a.m., seven days a week.)

Section 116.11 Advertising

Cannabis businesses are permitted to erect up to two fixed signs on the exterior of the building or property of the business, unless otherwise limited by the City's sign ordinances.

Section 2 – Effective Date. This ordinance amendment shall be in full force and effect from and after passage and publication according to state law.

Adopted by the City Council this 2nd day of December, 2024.

_____

Angel Zierden, Mayor

ATTEST:

_____

Jerry Bohnsack, Interim City Administrator

City of Breezy Point, Minnesota

POST-ISSUANCE COMPLIANCE PROCEDURE AND POLICY FOR TAX-EXEMPT GOVERNMENTAL BONDS

Adopted December 2, 2024

Post-Issuance Compliance Procedure and Policy
for Tax-Exempt Governmental Bonds

The City of Breezy Point, Minnesota (the "Issuer") issues tax-exempt governmental bonds ("TEBs") to finance capital improvements, for cashflow borrowings, and in the form of lease-purchase financings to finance various public projects. As an issuer of TEBs, the Issuer is required by the terms of Sections 103 and 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"), to take certain actions after the issuance of TEBs to ensure the continuing tax-exempt status of such bonds. This Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the "Policy") has been approved and adopted by the Issuer to ensure that the Issuer complies with its post-issuance compliance obligations under applicable provisions of the Code and Treasury Regulations.

1. Effective Date and Term. The effective date of this Policy is the date of approval by the City Council (the "Council") of the Issuer (December 2, 2024) and this Policy shall remain in effect until superseded or terminated by action of the Council of the Issuer.

2. Responsible Parties. The City Administrator of the Issuer or the Finance Specialist of the Issuer (either person, the "Compliance Officer") shall be the party primarily responsible for ensuring that the Issuer successfully carries out its post-issuance compliance requirements under applicable provisions of the Code and Treasury Regulations. The Compliance Officer will be assisted by the other Issuer staff and officials when appropriate. The Compliance Officer of the Issuer will also be assisted in carrying out post-issuance compliance requirements by the following organizations:

(a) Bond Counsel (as of the date of approval of this Policy, bond counsel for the Issuer is Kennedy & Graven, Chartered; thereafter bond counsel for the Issuer is any other nationally recognized bond counsel engaged by the Issuer);

(b) Municipal Advisor (the person, organization, or officer of the Issuer primarily responsible for providing financial advisory services to the Issuer);

(c) Paying Agent (the person, organization, or officer of the Issuer primarily responsible for providing paying agent services for the Issuer); and

(d) Rebate Analyst (the organization primarily responsible for providing rebate analyst services for the Issuer).

The Compliance Officer shall be responsible for assigning post-issuance compliance responsibilities to other staff of the Issuer, Bond Counsel, Paying Agent, and Rebate Analyst. The Compliance Officer shall utilize such other professional service organizations as are necessary to ensure compliance with the post-issuance compliance requirements of the Issuer. The Compliance Officer shall provide training and educational resources to Issuer staff responsible for ensuring compliance with any portion of the post-issuance compliance requirements of this Policy.

3. Post-Issuance Compliance Actions. The Compliance Officer shall take the following post-issuance compliance actions or shall verify that the following post-issuance compliance actions have been taken on behalf of the Issuer with respect to each issue of TEBs:

(a) The Compliance Officer shall prepare a transcript of principal documents (this action will be the primary responsibility of Bond Counsel).

(b) The Compliance Officer shall file with the Internal Revenue Service (the "IRS"), within the time limit imposed by Section 149(e) of the Code and applicable Treasury Regulations, an Information Return for Tax-Exempt Governmental Bonds, Form 8038-G (this action will be the primary responsibility of Bond Counsel).

(c) The Compliance Officer shall prepare an "allocation memorandum" for each issue of TEBs in accordance with the provisions of Treasury Regulations, Section 1.148-6(d)(1), that accounts for the allocation of the proceeds of the tax-exempt bonds to expenditures not later than the earlier of:

(i) eighteen (18) months after the later of (A) the date the expenditure is paid, or (B) the date the project, if any, that is financed by the tax-exempt bond issue is placed in service; or

(ii) the date sixty (60) days after the earlier of (A) the fifth anniversary of the issue date of the tax-exempt bond issue, or (B) the date sixty (60) days after the retirement of the tax-exempt bond issue.

Preparation of the allocation memorandum will be the primary responsibility of the Compliance Officer (in consultation with the Municipal Advisor and Bond Counsel).

(d) The Compliance Officer, in consultation with Bond Counsel, shall identify proceeds of TEBs that must be yield restricted and shall monitor the investments of any yield-restricted funds to ensure that the yield on such investments does not exceed the yield to which such investments are restricted.

(e) In consultation with Bond Counsel, the Compliance Officer shall determine whether the Issuer is subject to the rebate requirements of Section 148(f) of the Code with respect to each issue of TEBs. In consultation with Bond Counsel, the Compliance Officer shall determine, with respect to each issue of TEBs of the Issuer, whether the Issuer is eligible for any of the temporary periods for unrestricted investments and is eligible for any of the spending exceptions to the rebate requirements. The Compliance Officer shall contact the Rebate Analyst (and, if appropriate, Bond Counsel) prior to the fifth anniversary of the date of issuance of each issue of TEBs of the Issuer and each fifth anniversary thereafter to arrange for calculations of the rebate requirements with respect to such TEBs. If a rebate payment is required to be paid by the Issuer, the Compliance Officer shall prepare or cause to be prepared the Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate, Form 8038-T, and submit such Form 8038-T to the IRS with the required rebate payment. If the Issuer is authorized to recover a rebate payment previously paid, the Compliance Officer shall prepare or cause to be prepared the Request for Recovery of Overpayments Under Arbitrage Rebate Provisions, Form 8038-R, with respect to such rebate recovery, and submit such Form 8038-R to the IRS.

4. Procedures for Monitoring, Verification, and Inspections. The Compliance Officer shall institute such procedures as the Compliance Officer shall deem necessary and appropriate to monitor the use of the proceeds of TEBs issued by the Issuer, to verify that certain post-issuance compliance actions have been taken by the Issuer, and to provide for the inspection of the facilities financed with the proceeds of such bonds. At a minimum, the Compliance Officer shall establish the following procedures:

(a) The Compliance Officer shall monitor the use of the proceeds of TEBs to: (i) ensure compliance with the expenditure and investment requirements under the temporary

period provisions set forth in Treasury Regulations, Section 1.148-2(e); (ii) ensure compliance with the safe harbor restrictions on the acquisition of investments set forth in Treasury Regulations, Section 1.148-5(d); (iii) ensure that the investments of any yield-restricted funds do not exceed the yield to which such investments are restricted; and (iv) determine whether there has been compliance with the spend-down requirements under the spending exceptions to the rebate requirements set forth in Treasury Regulations, Section 1.148-7.

(b) The Compliance Officer shall monitor the use of all bond-financed facilities in order to: (i) determine whether private business uses of bond-financed facilities have exceeded the *de minimis* limits set forth in Section 141(b) of the Code as a result of leases and subleases, licenses, management contracts, research contracts, naming rights agreements, or other arrangements that provide special legal entitlements to nongovernmental persons; and (ii) determine whether private security or payments that exceed the *de minimis* limits set forth in Section 141(b) of the Code have been provided by nongovernmental persons with respect to such bond-financed facilities. The Compliance Officer shall provide training and educational resources to any Issuer staff who have the primary responsibility for the operation, maintenance, or inspection of bond-financed facilities with regard to the limitations on the private business use of bond-financed facilities and as to the limitations on the private security or payments with respect to bond-financed facilities.

(c) The Compliance Officer shall undertake the following with respect to each outstanding issue of TEBs of the Issuer: (i) an annual review of the books and records maintained by the Issuer with respect to such bonds; and (ii) an annual physical inspection of the facilities financed with the proceeds of such bonds, conducted by the Compliance Officer with the assistance with any Issuer staff who have the primary responsibility for the operation, maintenance, or inspection of such bond-financed facilities.

5. Remedies. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the remedial actions under Treasury Regulations, Section 1.141-12, to be utilized in the event that private business use of bond-financed facilities exceeds the *de minimis* limits under Section 141(b)(1) of the Code. In consultation with Bond Counsel, the Compliance Officer shall become acquainted with the Tax Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31, 2008-11 I.R.B. 592, to be utilized as a means for an issuer to correct any post-issuance infractions of the Code and Treasury Regulations with respect to outstanding tax-exempt bonds.

6. Other Post-Issuance Actions. If, in consultation with Bond Counsel, the Municipal Advisor, the Paying Agent, the Rebate Analyst, or the Council, the Compliance Officer determines that any additional action not identified in this Policy must be taken by the Compliance Officer to ensure the continuing tax-exempt status of any issue of governmental bonds of the Issuer, the Compliance Officer shall take such action if the Compliance Officer has the authority to do so. If, after consultation with Bond Counsel, the Municipal Advisor, the Paying Agent, the Rebate Analyst, or the Council, the Compliance Officer determines that this Policy must be amended or supplemented to ensure the continuing tax-exempt status of any issue of governmental bonds of the Issuer, the Compliance Officer shall recommend to the Council that this Policy be so amended or supplemented.

7. Prior Post-Issuance Compliance Policies. This Policy supersedes and replaces any existing post-issuance compliance policies and procedures previously adopted by the Issuer.

Extract of Minutes of Meeting
of the City Council of the
City of Breezy Point, Crow Wing County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Breezy Point, Minnesota, was duly held in the City Hall in said City on Monday, December 2, 2024, commencing at 6:30 p.m.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Equipment Certificates, Series 2024A, to be issued in the original aggregate principal amount of $_____.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Terms of Proposal for the Equipment Certificates. The proposals are as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION EQUIPMENT CERTIFICATES, SERIES 2024A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF $_____; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND TAKING OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE THEREOF

BE IT RESOLVED By the City Council (the "Council") of the City of Breezy Point, Minnesota (the "City") as follows:

Section 1. Background.

1.01. Authorization for Sale of Certificates. Pursuant to a resolution adopted by the City Council on November 4, 2024, the City authorized the issuance and sale of its General Obligation Equipment Certificates, Series 2024A (the "Equipment Certificates"), to reimburse the City for costs related to the acquisition of various items of capital equipment, including a ladder truck (the "Capital Equipment"), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 412.301, as amended (collectively, the "Act").

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____, _____ (the "Purchaser"), to purchase the Equipment Certificates is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Equipment Certificates at a price of $_____ (par amount of $_____, [plus original issue premium of $_____,] [less original issue discount of $_____], less underwriter's discount of $_____), plus accrued interest, if any, to date of delivery for Equipment Certificates bearing interest as follows:

Year	Interest Rate	Year	Interest Rate
2026	%	2034	%
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033			

True interest cost: _____%

1.03. Purchase Contract. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Fund hereinafter created or deposited in the Project Fund hereinafter created, as determined by the City Administrator of the City in consultation with Baker Tilly Municipal Advisors, LLC, the City's municipal advisor (the "Municipal Advisor"). The City Administrator is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Equipment Certificates, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator of the City are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Equipment Certificates. The City will forthwith issue and sell the Equipment Certificates pursuant to the Act in the original aggregate principal amount of $_____, originally dated the date of delivery (currently anticipated to be December 19, 2024), in the denomination of $5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on December 15 in the years and amounts as follows:

Year	Amount	Year	Amount
2026	$	2034	$
2027		2035	
2028		2036	
2029		2037	
2030		2038	
2031		2039	
2032		2040	
2033			

1.05. Optional Redemption. The City may elect on December 15, 2034, and on any day thereafter to prepay Equipment Certificates due on or after December 15, 2035. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Equipment Certificates of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Equipment Certificates will be issued only in fully registered form. The interest thereon and, upon surrender of each Equipment Certificate, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Equipment Certificate will be dated as of the last interest payment date preceding the date of authentication to which interest on the Equipment Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Equipment Certificate will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Equipment Certificate will be dated as of the date of original issue. The interest on the Equipment Certificates is payable on June 15 and December 15 of each year, commencing December 15, 2025, to the registered owners of record thereof as of the close of business on the first day of the month of such payment date, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent, and paying agent (the "Registrar" and "Paying Agent"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of

Equipment Certificates and the registration of transfers and exchanges of Equipment Certificates entitled to be registered, transferred or exchanged.

(b) Transfer of Equipment Certificates. Upon surrender for transfer of an Equipment Certificate duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Equipment Certificates of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Equipment Certificates. When Equipment Certificates are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Equipment Certificates of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Equipment Certificates surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When an Equipment Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the Equipment Certificate until the Registrar is satisfied that the endorsement on the Equipment Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name an Equipment Certificate is registered in the bond register as the absolute owner of the Equipment Certificate, whether the Equipment Certificate is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Equipment Certificate and for all other purposes and payments so made to registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Equipment Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Equipment Certificates, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Equipment Certificates. If an Equipment Certificate becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Equipment Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Equipment Certificate or in lieu of and in substitution for an Equipment Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of an Equipment Certificate destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Equipment Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the

Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Equipment Certificates so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Equipment Certificate has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Equipment Certificate prior to payment.

(i) Redemption. In the event any of the Equipment Certificates are called for redemption, notice thereof identifying the Equipment Certificates to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Equipment Certificate to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Equipment Certificates. Equipment Certificates so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Equipment Certificates in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar monies sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Equipment Certificates will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Equipment Certificates ceases to be such officer before the delivery of an Equipment Certificate, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, an Equipment Certificate will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Equipment Certificate has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Equipment Certificates need not be signed by the same representative. The executed certificate of authentication on an Equipment Certificate is conclusive evidence that it has been authenticated and delivered under this resolution. When the Equipment Certificates have been so prepared, executed, and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Equipment Certificate.

3.01. Execution of the Equipment Certificates. The Equipment Certificates will be printed or typewritten in substantially the form set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Administrator is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Equipment Certificate.

Section 4. Payment; Security; Pledges; and Covenants.

4.01. Debt Service Fund. The Equipment Certificates are payable from the General Obligation Equipment Certificates, Series 2024A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered by the Finance Specialist as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Ad valorem taxes herein levied for the Capital Equipment are hereby pledged to the Debt Service Fund. There is hereby appropriated to the Debt Service Fund all investment earnings on amounts in the Debt Service Fund and any other funds of the City for the payment of the principal of, premium, if any, and interest on the Debt Service Fund. There is also appropriated to the Debt Service Fund a pro rata portion of (i) capitalized interest financed from proceeds of the Equipment Certificate, if any; and (ii) amounts over the minimum purchase price of the Equipment Certificates paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Project Fund. The City hereby creates the General Obligation Equipment Certificates, Series 2024A Project Fund (the "Project Fund"). The proceeds of the Equipment Certificates, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated for the purchase of the Capital Equipment, will be deposited in the Project Fund to be used solely to purchase the Capital Equipment. When the Capital Equipment is purchased and the costs thereof paid, the Project Fund is to be closed and any balance therein is to be deposited in the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Equipment Certificates, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Equipment Certificates and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Tax Levy. For the purpose of paying a the principal of and interest on the Equipment Certificates, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City (the "Taxes"), which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes in the years and amounts set forth in EXHIBIT C attached hereto will be credited to the Debt Service Fund as provided above. The tax levy herein provided is irrepealable until all of the Equipment Certificates are paid, provided that at the time the City makes its annual tax levies the City Administrator may certify to the County Auditor-Treasurer of Crow Wing County, Minnesota (the "County Auditor-Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and

the County Auditor-Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.05. Debt Service Coverage. It is hereby determined that the estimated collection of Taxes levied hereunder will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Equipment Certificates.

4.06. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor-Treasurer and to obtain the certificates required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Equipment Certificates certified copies of proceedings and records of the City relating to the Equipment Certificates and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Equipment Certificates, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor and the City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Equipment Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor and the City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Equipment Certificates or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Equipment Certificates. If an officer whose signature or a facsimile of whose signature appears on any aforementioned certificate or other similar document ceases to be such officer before the delivery of such document, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

5.04. Electronic Signatures. The electronic signature of the Mayor and the City Administrator to this resolution and/or to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Equipment Certificates. The City covenants and agrees with the holders from time to time of the Equipment Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Equipment Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Equipment Certificates.

6.02. No Rebate. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Equipment Certificates are issued and outstanding at one time is not reasonably expected to exceed $5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Equipment Certificates or to cause or permit them or any of them to be used, in such a manner as to cause the Equipment Certificates to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Equipment Certificates as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Equipment Certificates are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City designates the Equipment Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2024 will not exceed $10,000,000; and

(d) not more than $10,000,000 of obligations issued by the City during calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Post-Issuance Compliance Policy. Under Sections 103 and 140 to 150 of the Code and related regulations, the City is required to take certain actions after the issuance of tax-exempt bonds to ensure that interest on those bonds remains tax exempt. There has been presented before the City Council a Post-Issuance Compliance Procedure and Policy for Tax-Exempt Governmental Bonds (the "Policy"), which constitutes the City's written procedures regarding how the City will carry out its bond compliance responsibilities with respect to the Equipment Certificates and other obligations that may be issued by the City on a tax-exempt basis. For all conduit bonds issued by the City, the City shall rely on the conduit bond borrower to perform or cause to be performed the duties laid out in the Policy. The Council hereby approves the Policy in substantially the form on file with the City.

6.06. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. The Depository Trust Company. The Equipment Certificates will be initially issued in the form of a separate single typewritten or printed fully registered Equipment Certificate for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Equipment Certificate will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Equipment Certificates will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Equipment Certificates registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Equipment Certificates as securities depository (the "Participants"), or to any other person on behalf of which a Participant holds an interest in the Equipment Certificates, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Equipment Certificates; (ii) the delivery to any Participant or any other person (other than a registered owner of Equipment Certificates, as shown by the registration books kept by the Registrar) of any notice with respect to the Equipment Certificates, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Equipment Certificates, of any amount with respect to principal of, premium, if any, or interest on the Equipment Certificates. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Equipment Certificate is registered in the registration books kept by the Registrar as the holder and absolute owner of such Equipment Certificate for the purpose of payment of principal, premium, and interest with respect to such Equipment Certificate, for the purpose of registering transfers with respect to such Equipment Certificates, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Equipment Certificates only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Equipment Certificates to the extent of the sum or sums so paid. No person other than a registered owner of Equipment Certificates, as shown in the registration books kept by the Registrar, will receive a certificated Equipment Certificate evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which shall govern payment of principal of, premium, if any, and interest on the Equipment Certificates and notices with respect to the Equipment Certificates. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Equipment Certificates will agree to take all action

necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Equipment Certificates that they be able to obtain Equipment Certificate certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Equipment Certificate certificates. In such event the City will issue, transfer, and exchange Equipment Certificate certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Equipment Certificates at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Equipment Certificate certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as an Equipment Certificate is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Equipment Certificate and notices with respect to the Equipment Certificate will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Equipment Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Equipment Certificates; however, any holder of the Equipment Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.03. Limited Continuing Disclosure. In order to qualify the Equipment Certificates for limited continuing disclosure under paragraph (d)(2) of Securities and Exchange Commission Rules, Section 15c2-12 (the "SEC Rule"), the City makes the following factual statement and representation: as of the date of delivery of the Equipment Certificates, the City will not be an obligated person (as defined in paragraph (f) of the SEC Rule) with respect to more than $10,000,000 in aggregate amount of outstanding municipal securities, including the Bonds and excluding municipal securities that were exempt from the SEC Rule pursuant to paragraph (d)(1) thereof.

Section 9. Defeasance. When all Equipment Certificates and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Equipment Certificates will cease, except that the pledge of the full

faith and credit of the City for the prompt and full payment of the principal of and interest on the Equipment Certificates will remain in full force and effect. The City may discharge all Equipment Certificates which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Equipment Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B

FORM OF BOND

No. R-_____ $_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CROW WING
CITY OF BREEZY POINT

GENERAL OBLIGATION EQUIPMENT CERTIFICATE
SERIES 2024A

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	December 15, 20___	December 19, 2024	

Registered Owner: Cede & Co.

The City of Breezy Point, Minnesota, a duly organized and existing municipal corporation in Crow Wing County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of $_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable June 15 and December 15 in each year, commencing December 15, 2025, to the person in whose name this Equipment Certificate is registered at the close of business on the first day (whether or not a business day) of the month of such payment date. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, as Registrar, Paying Agent, Transfer Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on December 15, 2034, and on any day thereafter to prepay Equipment Certificates due on or after December 15, 2035. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Equipment Certificates of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Equipment Certificate is one of an issue in the aggregate principal amount of $_____ all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on December 2, 2024 (the "Resolution"), for the purpose of providing money to reimburse the City for costs incurred in acquiring items of capital equipment, pursuant to and in full conformity with

the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Section 412.301, as amended, and the principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Equipment Certificate and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Equipment Certificates of this series are issued only as fully registered Equipment Certificates in denominations of $5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Equipment Certificates of which this Equipment Certificate forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the $10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Equipment Certificate is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Equipment Certificates of other authorized denominations. Upon such transfer or exchange the City will cause a new Equipment Certificate or Equipment Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Equipment Certificate is registered as the absolute owner hereof, whether this Equipment Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Equipment Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Equipment Certificate does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Equipment Certificate is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of New Prague, Le Sueur and Scott Counties, Minnesota, by its City Council, has caused this Equipment Certificate to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Equipment Certificate to be dated as of the date set forth below.

Dated: December 19, 2024

CITY OF BREEZY POINT, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Equipment Certificates delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Equipment Certificate, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts or Transfers to Minors Act, State of _____

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Equipment Certificate and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Equipment Certificate on the books kept for registration of the within Equipment Certificate, with full power of substitution in the premises.

Dated: _____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Equipment Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Equipment Certificate unless the information concerning the assignee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if this Equipment Certificate is held by joint account.)

Please insert social security or other identifying number of assignee

_____

_____

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Equipment Certificate has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

EXHIBIT C

TAX LEVY SCHEDULE

YEAR *	TAX LEVY
	$

** Year tax levy collected.*

STATE OF MINNESOTA)
)
COUNTY OF CROW WING) SS.
)
CITY OF BREEZY POINT)

I, the undersigned, being the duly qualified and acting Deputy City Clerk of the City of Breezy Point, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on December 2, 2024, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Equipment Certificates, Series 2024A, in the original aggregate principal amount of $_____.

WITNESS My hand officially as such Deputy City Clerk and the corporate seal of the City this ____ day of December, 2024.

Deputy City Clerk
City of Breezy Point, Minnesota

(SEAL)

Memorandum

To: Jerry Bohnsack, Interim City Administrator
City of Breezy Point

From: Paul Sandy, Project Manager
WSB, LLC

Date: 11/26/2024

Re: WSB Project No. 022038-000 – Buschmann Road and Ranchette Drive Reconstruction Project Update

Since the last update provided to the City Council, WSB has been diligently advancing the final design for the roadway improvements on Buschmann Road and Ranchette Drive, as well as progressing through the right-of-way acquisition process. This memo provides a detailed update on project activities, recent milestones, and the tentative schedule moving forward.

I. Background

In December 2023, the City Council made the decision to initiate **Phase 2A** of this significant infrastructure project, focusing on right-of-way acquisition. Subsequently, in July 2024, the Council approved moving forward with **Phase 2B** which included final design, plans, and specifications for the proposed improvements.

As previously outlined during project discussions, WSB's approach typically involves running the final design process in tandem with right-of-way acquisition. This synchronized methodology allows flexibility to adjust the roadway design as needed while concurrently refining permanent and temporary construction easements. Such alignment ensures the project remains adaptable to evolving circumstances, including feedback from landowners and site-specific considerations.

II. Design Adjustments and Landowner Engagement

Since July 2024, WSB has been actively engaging with residents along the project corridor to gather their input on the proposed designs. These interactions revealed several areas where adjustments were necessary to address landowner concerns, particularly regarding the extent of temporary construction easements.

Significant modifications were implemented following a public engagement meeting held on **September 25, 2024, at City Hall.** The meeting served as a critical platform for discussing design proposals and gathering feedback. As a result, WSB revised both permanent and temporary easements to accommodate landowner requests and minimize impacts to private properties.

14275 GOLF COURSE DRIVE | SUITE 210 | BAXTER, MN | 56425 | 218.824.3960 | WSBENG.COM

These updates were finalized before appraisers were dispatched to the project site, ensuring that all areas subject to acquisition were appropriately adjusted prior to appraisal.

III. Right-of-Way Acquisition Progress

Appraisers have now completed their field evaluations of all parcels affected by the proposed right-of-way acquisitions. After completing their site reviews, two draft appraisal reports were prepared and submitted to the City Attorney for review.

On **November 22, 2024**, these draft reports received approval, allowing the appraisers to finalize their assessments.

The finalized appraisal reports are now being prepared and will be sent to WSB for distribution to property owners. This marks the start of the formal negotiation process, during which landowners will have the opportunity to review and sign easement agreements. Once negotiations are finalized, the costs will be presented to the City Council for review and approval during closed sessions.

IV. Project Schedule Update

While the right-of-way acquisition process will ultimately influence the overall timeline, we have outlined a tentative schedule for the remaining phases of the project:

- **90% Internal Plans and Specifications** – November 22, 2024
- **100% Final Plans and Specifications** – December 27, 2024
- **Right-of-Way Acquisition Complete** – January 31, 2025
- **City Council Authorization to Bid** – February 3, 2025
- **Public Engagement Meeting #3 –** TBD (see below)
- **Bid Receipt and Opening** – February 28, 2025 (tentative)
- **Contract Award** – April 7, 2025
- **Construction Start** – May 15, 2025 (weather dependent)

A key decision impacting the overall schedule is determining the timing for the final public engagement meeting. This meeting will serve as an opportunity to present the public with a comprehensive overview of the construction process and phasing, while also providing property owners and the broader community with details about what to expect during construction.

Traditionally, this meeting is held after the final plans are completed; however, the Council may wish to delay it until the right-of-way acquisition process is finalized. WSB seeks the Council's input on their preferred timing for this important public engagement session, ensuring it aligns with project milestones and effectively addresses construction impacts.

This schedule remains fluid and subject to adjustments depending on the progress of right-of-way negotiations and other project developments. WSB will continue to provide regular updates to the City Council to ensure alignment with key milestones.

V. Next Steps

As we proceed through the right-of-way acquisition process, WSB will focus on:

1. Finalizing appraisal reports and initiating property owner negotiations.
2. Addressing any further design refinements requested during negotiations.
3. Preparing for the transition into the bidding and construction phases of the project.

VI. Contact Information

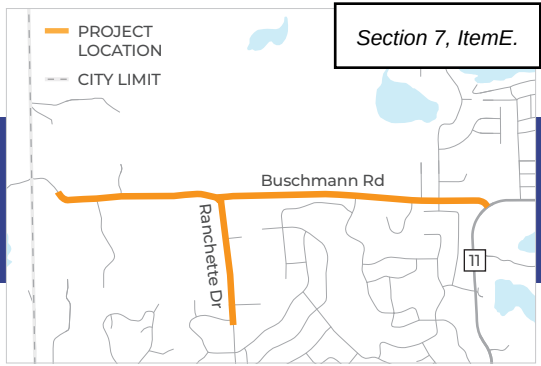
Should you have any questions about the schedule or details outlined in this memo, please do not hesitate to reach out to:
Paul Sandy, Project Manager
Email: psandy@wsbeng.com
Phone: 320.630.4657

WSB is committed to delivering this project efficiently while addressing community needs and maintaining transparency throughout the process. We appreciate the City Council's continued support and guidance as we work toward project completion.

City of Breezy Point Minnesota

Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #3



You're invited to our project open house!

This is a chance for property owners and community members to view final construction drawings, review the project's phasing and detour plan, and speak with project representatives. Your input is important as we work to address community concerns throughout construction. Drop in anytime between **5 and 7 p.m**. to learn more—no formal presentation. We look forward to seeing you there!

IN-PERSON OPEN HOUSE

Date: **Wednesday, Jan. 8th 5-7p.m.**

Location: **Breezy Point City Hall**
8319 County Road 11
Breezy Point, MN 56472

If you have specific questions about the project, please contact **Paul Sandy** at psandy@wsbeng.com

Project website:
https://buschmannrd-ranchettedr-wsbeng.hub.arcgis.com/

City of Breezy Point Minnesota

8319 County Road 11
Breezy Point, MN 56472



Buschmann Road and Ranchette Drive Reconstruction Project

We value your input!

Breezy Point City Council
November 4, 2024 - 6:30 pm
Regular Meeting Minutes

The meeting of the Breezy Point City Council was called to order by Mayor Angel Zierden at 6:30 p.m. Roll Call was taken by Interim City Administrator Jerry Bohnsack. Councilmembers present were Rebecca Ball, Steve Jensen, and Michael Moroni. Brad Scott was absent. Staff present included Interim City Administrator Jerry Bohnsack, Deputy Clerk Deb Runksmeier, Finance Specialist Janette Rust, Police Chief Brian Sandell, Zoning Administrator Peter Gansen, and Public Works Supervisor Joe Zierden. All stood for the pledge of allegiance.

Approval/Amendment of the Agenda

MOTION MORONI/BALL TO APPROVE THE AGENDA AS PRESENTED, MOTION CARRIED 4-0

Equipment Certificate Sale
Mikaela Huot with Baker Tilly spoke about the sale of equipment certificate and answered questions of the council.

MOTION BALL/MORONI TO APPROVE RESOLUTION 27-2024 SALE OF EQUIPMENT CERTIFICATES PRINCIPAL AMMOUNT $1,450,000, MOTION CARRIED 4-0

Shoreview Lane Repairs
Dave Reese of Widseth spoke about the bids received for the Shoreview Lane repairs project. Recommend to council to accept lowest bid from Gladen Construction with plans to start work soon and complete this fall.

MOTION MORONI/JENSEN TO ACCEPT PROPOSAL BY GLADEN CONSTRUCTION AS BID OF $120,637.65 FOR SHOREVIEW LANE REPAIRS, MOTION CARRIED 4-0

Open Forum – No one spoke

Consent Agenda
A. October 7, 2024 Regular City Council Meeting Minutes
B. Approval of Claims Totaling $161,140.27
C. 2025 Liquor License Renewal
D. Sourcewell Grant for Community Garden

MOTION JENSEN/BALLTO APPROVE THE CONSENT AGENDA AS PRESENTED, MOTION CARRIED 4-0

Assess Sewer Bills to Taxes

Public Hearing was opened by Mayor Zierden. No one of the public spoke. Interim Administrator Bohnsack spoke for property 8773 North Drive that paid and will be removed from list. Public hearing was closed.

MOTION MORONI/JENSEN TO APPROVE RESOLUTION 28-2024 OF ASSESSING DELINQUENT SEWER BILLS TO TAXES AS LISTED IN PACKET WITH REMOVAL OF 8773 NORTH DRIVE, MOTION CARRIED 4-0

Ordinance No Camping on Public Property

Public Hearing was opened by Mayor Zierden. Interim Administrator Bohnsack spoke of the first reading in October and the notice of public hearing for tonight. Will prohibit camping on public land. Adoption of Ordinance will Amend Chapter 132 of the City Code.

MOTION BALL/MORONI TO APPROVE ORDINANCE 2024-02 TO PROHIBIT CAMPING ON PUBLIC PROPERTY, MOTION CARRIED 4-0

Cannabis Ordinance

Interim Administrator Bohnsack gave background on regulating cannabis sales in the city. Moratorium to expire December 31, 2024 and cannot be extended. Sample ordinance in packet follows state guidelines. Need to determine the buffer distances from specific properties. Will continue discussion at November workshop and have police staff input with the second reading of the ordinance set for December council meeting. Will need to amend zoning ordinance for cannabis. Councilmember Moroni clarified that state requires us to have one location for retail. Staff will provide neighboring city's ordinance for comparison. Councilmember Jensen stated that he does not want to allow growing cannabis in the city.

Community Garden Application and Guidelines

Public Works Supervisor Joe Zierden spoke about the items presented in the packet. Councilmember Jensen requested for the fee to be paid at the time the application is received. Councilmember Ball questioned the specific number of plots available. Need to update on form. Plan to start selling plots in January 2025.

MOTION MORONI/BALL TO APPROVE COMMUNITY GARDEN APPLICATION AND GUIDELINES, MOTION CARRIED 4-0

Finance Specialist Wage

MOTION MORONI/JENSEN TO APPROVE FINANCE SPECIALIST WAGE $5 PER HOUR INCREASE STARTING SEPTEMBER 4, 2024 THROUGH TWO TO FOUR WEEKS AFTER NEW CITY ADMINISTRATOR BEGINS EMPLOYMENT, MOTION CARRIED 4-0

Canvass 2024 Election date set

MOTION MORONI/JENSEN TO SCHEDULE SPECAIL COUNCIL MEETING TO CANVASS 2024 ELECTION RESULTS ON TUESDAY NOVEMBER 12, 2024 AT 4:30 PM WITH WORKSHOP TO FOLLOW, MOTION CARRIED 4-0

Speed Study near Brush Site
Chief Sandell spoke about the speed study results from Dakota Drive. Mayor Zierden would like a study of Suffolk Drive in the Spring.

Staff Reports
Interim Administrator Bohnsack spoke about using firms for hiring new administrator. Two proposals in the packet. Will come back to December meeting with additional information. Mayor Zierden and Councilmember Ball agree with using a firm for hiring.

Bohnsack gave update on City Hall construction project. Plan to vacate meeting room after December council meeting. Looking at use of the Public Safety building for council meetings. Pelican Lakes Conservation Club is another option for meetings.

Public Works Supervisor Joe Zierden shared about current projects at the cemetery and the progress of the Community Garden.

Mayor and Council Reports - None

Agenda Forecast
Final Levy and Cannabis for December Council Meeting.

Adjourn
MOTION MORONI/JENSEN TO ADJOURN, CARRIED 4-0

Meeting ended at 7:19 p.m.

_____

Deb Runksmeier, Deputy City Clerk

DRAFT

Breezy Point City Council
November 12, 2024 - 4:30 pm
Special Meeting Minutes

The special meeting of the Breezy Point City Council was called to order by Mayor Angel Zierden at 4:30 p.m. Roll Call was taken by Interim City Administrator Jerry Bohnsack. Councilmembers present were Rebecca Ball, Steve Jensen, and Michael Moroni. Brad Scott was absent. Staff present included Interim City Administrator Jerry Bohnsack, Deputy Clerk Deb Runksmeier, Finance Specialist Janette Rust, Police Chief Brian Sandell, and Public Works Supervisor Joe Zierden. All stood for the pledge of allegiance.

Canvass the 2024 Election by declaring the votes cast and the winners of the election

MOTION MORONI/JENSEN TO APPROVE CANVASSING THE ELECTION VOTES AND DECLARE THAT TODD ROGGENKAMP WAS ELECTED AS MAYOR AND REBECCA BALL AND STEVE JENSEN WERE ELECTED AS A COUNCIL MEMBER, MOTION CARRIED 4-0

2025 Budget
Discussed details of 2025 Budget.

Cannabis Ordinance
Public Hearing for December council meeting. Will need to amend zoning ordinance with commercial property for retail.

Adjourn
MOTION MORONI/JENSEN TO ADJOURN, CARRIED 4-0

Meeting ended at 4:57 p.m.

_____

Deb Runksmeier, Deputy City Clerk

DRAFT

CITY OF BREEZY POINT

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Batch: PAY20240123.00,PAY20240124.00,PAY20240211.00,PAY20240403.00,102424USBANK,PRL-110724,111324PAY,PRL-112124,PRL-113024,112724PAY,112524FINALSCRUDATO

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Primary					
3715 e	11/08/24	**US BANK**			
E 100-41910-208		Training and Education	$276.14	OCT 2024	PZ Conference Lodging P. Gansen
E 100-45100-590		Capital Outlay	$93.96	OCT 2024	Parks Irrigation Parts Community Garden
E 100-41300-200		General Operating (Suppli	$10.98	OCT 2024	CH Office Supplies
E 100-41300-208		Training and Education	$30.00	OCT 2024	LMC 2024 Fall Forums
E 100-41300-200		General Operating (Suppli	$32.75	OCT 2024	CH Office Supplies
E 100-42100-200		General Operating (Suppli	$12.87	OCT 2024	PD Phone Case
E 100-42100-300		Professional Srvs (GENE	$150.00	OCT 2024	PD TransUnion
E 100-42100-417		Uniforms	$79.99	OCT 2024	PD Uniforms
E 100-42100-208		Training and Education	$145.00	OCT 2024	PD EMR Recertification
E 100-45100-590		Capital Outlay	$96.32	OCT 2024	Parks Irrigation Parts Community Garden
E 100-45100-210		Operating Supplies (GEN	$73.87	OCT 2024	Parks Restroom Signage
E 100-43000-220		Repair/Maint Supply (GEN	$279.12	OCT 2024	PW Tractor Fluid
E 100-45100-210		Operating Supplies (GEN	$161.24	OCT 2024	Parks Towel Dispenser
E 100-43000-220		Repair/Maint Supply (GEN	$113.24	OCT 2024	PW Hydraulic Fluid
E 600-43250-220		Repair/Maint Supply (GEN	$172.59	OCT 2024	Sewer ATV Tire
E 100-45100-210		Operating Supplies (GEN	$146.51	OCT 2024	Parks Waders
E 100-43000-208		Training and Education	$120.00	OCT 2024	PW MN Fall Expo
E 100-45100-590		Capital Outlay	$247.70	OCT 2024	Parks Hardware Cloth Wire Mesh
E 100-45100-590		Capital Outlay	$494.42	OCT 2024	Parks Hardware Cloth Wire Mesh
		Total	$2,736.70		
3716 e	11/12/24	**INTERNAL REVENUE SERVICE**			
G 100-21701		Federal Withholding	$4,936.63	2024 PR 23	Federal
G 100-21703		FICA Tax Withholding	$759.81	2024 PR 23	Medicare
G 100-21703		FICA Tax Withholding	$1,683.98	2024 PR 23	Social Security
G 100-21703		FICA Tax Withholding	$1,683.98	2024 PR 23	Social Security Benefit
G 100-21703		FICA Tax Withholding	$759.81	2024 PR 23	Medicare Benefit
		Total	$9,824.21		
3717 e	11/07/24	**MINNESOTA STATE RETIREMENT SYS**			
G 100-21705		Other Retirement	$394.22	MNDCP 2024	MNDCP - PR 23
		Total	$394.22		
3718 e	11/12/24	**MN DEPT OF REVENUE**			
G 100-21702		State Withholding	$2,528.02	2024 PR 23	State Tax - MN
		Total	$2,528.02		
3719 e	11/07/24	**PUBLIC EMP. RETIREMENT ASSOC**			
G 100-21704		PERA	$1,823.79	2024 PR 23	PERA Deduct
G 100-21704		PERA	$3,327.91	2024 PR 23	Police PERA Deduct
G 100-21704		PERA	$2,104.36	2024 PR 23	PERA Benefit
G 100-21704		PERA	$4,991.85	2024 PR 23	PERA police Benefit
		Total	$12,247.91		
3720 e	11/07/24	**MINNESOTA STATE RETIREMENT SYS**			
G 100-21710		Other Deductions	$2,442.35	HCSP 2024	HCSP - PR 23
		Total	$2,442.35		

CITY OF BREEZY POINT

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Check #	Check Date	Vendor Name		Amount	Invoice	Comment
3721 e	11/13/24	**BLUE CROSS & BLUE SHIELD OF MN**				
E 100-41300-131		Paid Health/Dental		$61.79	24110118532	Vision Insurance Premiums - Dec 2024
			Total	$61.79		
3722 e	11/07/24	**COMPENSATION CONSULTANTS LTD**				
G 100-21710		Other Deductions		$1,201.92	2024 PR 23	HSA - PR 23
			Total	$1,201.92		
3723 e	11/26/24	**INTERNAL REVENUE SERVICE**				
G 100-21701		Federal Withholding		$5,187.98	2024 PR 24	Federal
G 100-21703		FICA Tax Withholding		$792.71	2024 PR 24	Medicare
G 100-21703		FICA Tax Withholding		$1,808.51	2024 PR 24	Social Security
G 100-21703		FICA Tax Withholding		$1,808.51	2024 PR 24	Social Security Benefit
G 100-21703		FICA Tax Withholding		$792.71	2024 PR 24	Medicare Benefit
			Total	$10,390.42		
3724 e	11/21/24	**MINNESOTA STATE RETIREMENT SYS**				
G 100-21705		Other Retirement		$1,236.15	MNDCP 2024	
			Total	$1,236.15		
3725 e	11/26/24	**MN DEPT OF REVENUE**				
G 100-21702		State Withholding		$2,617.93	2024 PR 24	State Tax - MN
			Total	$2,617.93		
3726 e	11/21/24	**PUBLIC EMP. RETIREMENT ASSOC**				
G 100-21704		PERA		$2,008.59	2024 PR 24	PERA Deduct
G 100-21704		PERA		$3,362.05	2024 PR 24	Police PERA Deduct
G 100-21704		PERA		$2,317.60	2024 PR 24	PERA Benefit
G 100-21704		PERA		$5,043.06	2024 PR 24	PERA police Benefit
			Total	$12,731.30		
3727 e	11/21/24	**MINNESOTA STATE RETIREMENT SYS**				
G 100-21710		Other Deductions		$2,506.01	HCSP 2024	HCSP - PR 24
			Total	$2,506.01		
3728 e	11/21/24	**COMPENSATION CONSULTANTS LTD**				
G 100-21710		Other Deductions		$2,001.92	2024 PR 24	HSA - PR 24
			Total	$2,001.92		
3729 e	11/25/24	**AFLAC**				
G 100-21710		Other Deductions		$128.96	NOV 2024	Aflac Premiums - Nov 2024
			Total	$128.96		
3730 e	11/25/24	**HEALTHPARTNERS**				
E 100-41300-131		Paid Health/Dental		$168.34	DEC 2024	Dental Insurance - Dec 2024
E 100-41910-131		Paid Health/Dental		$88.04	DEC 2024	Dental Insurance - Dec 2024
E 100-42100-131		Paid Health/Dental		$595.44	DEC 2024	Dental Insurance - Dec 2024
E 100-43000-131		Paid Health/Dental		$221.47	DEC 2024	Dental Insurance - Dec 2024
E 100-45100-131		Paid Health/Dental		$10.52	DEC 2024	Dental Insurance - Dec 2024
E 600-43250-131		Paid Health/Dental		$143.94	DEC 2024	Dental Insurance - Dec 2024
G 100-21706		Hospitalization/Medical Ins		$216.66	DEC 2024	Dental Insurance - Dec 2024

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Check #	Check Date	Vendor Name		Amount	Invoice	Comment
			Total	$1,444.41		
3731 e	11/29/24	**INTERNAL REVENUE SERVICE**				
G 100-21701		Federal Withholding		$61.00	2024 PR M11	Federal
G 100-21703		FICA Tax Withholding		$24.95	2024 PR M11	Medicare
G 100-21703		FICA Tax Withholding		$106.64	2024 PR M11	Social Security
G 100-21703		FICA Tax Withholding		$106.64	2024 PR M11	Social Security Benefit
G 100-21703		FICA Tax Withholding		$24.95	2024 PR M11	Medicare Benefit
			Total	$324.18		
3732 e	11/29/24	**MN DEPT OF REVENUE**				
G 100-21702		State Withholding		$40.00	2024 PR M11	State Tax - MN
			Total	$40.00		
3733 e	11/29/24	**PUBLIC EMP. RETIREMENT ASSOC**				
G 100-21704		PERA		$30.00	2024 PR M11	Council PERA Deduct
G 100-21704		PERA		$30.00	2024 PR M11	PERA Council Benefit
			Total	$60.00		
139802	11/13/24	**CENTRAL LAKE ARMOR EXPRESS INC**				
E 100-42100-417		Uniforms		$62.92	IN-0225440	PD Uniforms
			Total	$62.92		
139803	11/13/24	**AT&T MOBILITY**				
E 100-42100-321		Telephone		$959.59	X11032024	PD Cell Phones 9/26/24 - 10/25/24
			Total	$959.59		
139804	11/13/24	**BREEZY POINT HARDWARE**				
E 100-43000-220		Repair/Maint Supply (GEN		$6.17	34596	PW Fasteners
E 600-43250-212		Motor Fuels		$16.99	34607	Sewer Latex Gloves
E 600-43250-200		General Operating (Suppli		$37.70	34623	Sewer Key, ID Tags, Carabiner
E 100-45100-210		Operating Supplies (GEN		$14.99	34676	Parks Deck Screws
E 600-43250-212		Motor Fuels		$80.79	34699	Sewer Fuel
			Total	$156.64		
139805	11/13/24	**CHARTER COMMUNICATIONS - PA**				
E 100-42100-381		Combined Utilities		$30.89	17560430111	PD Cable TV 11/2/24 - 12/1/24
			Total	$30.89		
139806	11/13/24	**COLUMN SOFTWARE PBC**				
E 100-41100-351		Legal Notices Publishing		$35.20	6AA024C4-0	PH Truth-in-Taxation 2024
			Total	$35.20		
139807	11/13/24	**COMPENSATION CONSULTANTS LTD**				
E 100-41900-313		Benefits Administration		$55.00	2367	FSA/HSA Plan Administration - Nov 2024
			Total	$55.00		
139808	11/13/24	**CROW WING CO TREASURER**				
E 100-41910-302		E911 / Permit Exp		$75.00	7443	E911 Addressing - Sept 2024
			Total	$75.00		
139809	11/13/24	**CULLIGAN**				

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42100-381		Combined Utilities	$33.00	OCT 2024	PD Water - Oct 2024
E 100-42100-381		Combined Utilities	$63.00	OCT 2024	PD Water Equipment Rental
		Total	$96.00		
139810	11/13/24	**MN DEPT OF ADMIN/FMR**			
E 100-42100-208		Training and Education	$250.00	828898	Law Enforcement Data Workshop C. Hollingsworth
		Total	$250.00		
139811	11/13/24	**FLEETPRIDE**			
E 600-43250-220		Repair/Maint Supply (GEN	$33.57	121298139	Sewer Trailer Light Lens Caps
		Total	$33.57		
139812	11/13/24	**GALLS LLC**			
E 100-42100-417		Uniforms	$61.80	29419150	PD Gloves
E 100-42100-417		Uniforms	$182.18	29461191	PD Uniform
		Total	$243.98		
139813	11/13/24	**GOPHER STATE ONE CALL**			
E 600-43250-332		Gopher One Locates	$54.00	4100247	Sewer Locates - Oct 2024
		Total	$54.00		
139814	11/13/24	**HEARTLAND ANIMAL RESCUE TEAM**			
E 100-41900-306		Animal Control	$333.87	10/2024	Animal Impound Fees - Oct 2024
		Total	$333.87		
139815	11/13/24	**HOVDE ENTERPRISES**			
E 100-43000-220		Repair/Maint Supply (GEN	$300.00	1348	PW Annual DOT Inspections
E 600-43250-220		Repair/Maint Supply (GEN	$200.00	1348	Sewer Annual DOT Inspections
		Total	$500.00		
139816	11/13/24	**HYTEC CONSTRUCTION**			
E 401-41300-590		Capital Outlay	$138,219.54	14750	City Hall Addition Pay Application #1
		Total	$138,219.54		
139817	11/13/24	**LAKES AREA WILDLIFE CONTROL**			
E 100-41900-306		Animal Control	$566.50	14841	Animal Control - May 2024
		Total	$566.50		
139818	11/13/24	**LAW ENFORCEMENT LABOR SERVICES**			
G 100-21710		Other Deductions	$282.00	NOV 2024	PD Union Dues - Nov 2024
		Total	$282.00		
139819	11/13/24	**LAW ENFORCEMENT TARGETS INC**			
E 100-42100-208		Training and Education	$239.26	606685-IN	PD Targets
		Total	$239.26		
139820	11/13/24	**MARCO TECHNOLOGIES LLC**			
E 100-42100-400		Equipment	$128.40	540992831	PD Copier Lease 10/17/24 - 11/17/24
E 100-41900-400		Equipment	$214.25	541332656	CH Copier Lease 10/22/24 - 11/22/24
E 600-43250-200		General Operating (Suppli	$53.56	541332656	Sewer Copier Lease 10/22/24 - 11/22/24
		Total	$396.21		

CITY OF BREEZY POINT

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
139821	11/13/24	**MICKSCHL, RICHARD**			
E 100-45100-590		Capital Outlay	$800.00	111424	Parks Community Garden Arbor
		Total	$800.00		
139822	11/13/24	**MILLS MOTOR INC**			
E 100-42100-220		Repair/Maint Supply (GEN	$67.77	602751	PD Oil Change 21 Ford Exp
		Total	$67.77		
139823	11/13/24	**FIVE STAR AUTO PARTS**			
E 100-42100-220		Repair/Maint Supply (GEN	$29.94	187003	PD Window Washer Fluid
		Total	$29.94		
139824	11/13/24	**NCPERS Group Life Ins**			
G 100-21710		Other Deductions	$80.00	DEC 2024	PERA Add't Life Ins - Dec 2024
		Total	$80.00		
139825	11/13/24	**ON SYSTEMS INC**			
E 100-41900-308		Software / IT Support	$672.85	11345	IT Support - Nov 2024
E 100-41910-308		Software / IT Support	$269.14	11345	IT Support - Nov 2024
E 100-42100-308		Software / IT Support	$1,883.97	11345	IT Support - Nov 2024
E 100-43000-308		Software / IT Support	$201.86	11345	IT Support - Nov 2024
E 600-43250-308		Software / IT Support	$336.43	11345	IT Support - Nov 2024
		Total	$3,364.25		
139826	11/13/24	**PELICAN SQUARE INC**			
E 100-41300-256		Elections	$9.00	1013864	General Election Meals
		Total	$9.00		
139827	11/13/24	**PEQUOT LAKES SANITATION**			
E 100-42100-381		Combined Utilities	$25.10	NOV 2024	PD Sanitation Service - Nov 2024
E 100-41900-324		Recycling	$40.00	NOV 2024	Recycling - Nov 2024
E 100-41900-381		Combined Utilities	$36.49	NOV 2024	CH Sanitation Service - Nov 2024
E 100-43000-381		Combined Utilities	$24.33	NOV 2024	PW Sanitation Service - Nov 2024
E 100-45100-210		Operating Supplies (GEN	$38.61	NOV 2024	Parks Sanitation Service - Nov 2024
		Total	$164.53		
139828	11/13/24	**QUADIENT FINANCE USA, INC.**			
G 100-15500		Prepaid Items	$300.00	OCT 2024	Postage Purchase 10/4/24
		Total	$300.00		
139829	11/13/24	**RUSTAD, KIEL**			
E 100-42100-208		Training and Education	$221.88	102324	TZD Conference Mileage K. Rustad
		Total	$221.88		
139830	11/13/24	**SADUSKY RENOVATIONS**			
E 100-41910-309		Building Inspector	$11,626.72	OCT 2024	Bldg Inspection Services - Oct 2024
		Total	$11,626.72		
139831	11/13/24	**PUBLIC SAFETY EQUIPMENT LLC**			
E 100-42100-220		Repair/Maint Supply (GEN	$38.00	10529	PD Certification of Radar
		Total	$38.00		

CITY OF BREEZY POINT

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Batch: PAY20240123.00,PAY20240124.00,PAY20240211.00,PAY20240403.00,102424USBANK,PRL-110724,111324PAY,PRL-112124,PRL-113024,112724PAY,112524FINALSCRUDATO

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
139832	11/13/24	**TDS TELECOM**			
E 100-41900-308		Software / IT Support	$29.80	NOV 2024	Internet Service 11/13/24 - 12/12-24
E 100-41910-308		Software / IT Support	$11.92	NOV 2024	Internet Service 11/13/24 - 12/12-24
E 100-42100-308		Software / IT Support	$83.44	NOV 2024	Internet Service 11/13/24 - 12/12-24
E 100-43000-308		Software / IT Support	$8.94	NOV 2024	Internet Service 11/13/24 - 12/12-24
E 600-43250-308		Software / IT Support	$14.90	NOV 2024	Internet Service 11/13/24 - 12/12-24
		Total	$149.00		
139833	11/13/24	**Vestis**			
E 100-41900-401		Maint Buildings	$157.09	2530336433	CH Mats
E 100-42100-401		Maint Buildings	$121.17	2530336434	PD Mats
		Total	$278.26		
139834	11/13/24	**WSB**			
E 401-41900-300		Professional Srvs (GENE	$35,236.50	R-022038-00	Buschmann Rd & Ranchette Dr Reconstr Engineer - Sept 2024
		Total	$35,236.50		
139835	11/13/24	**XCEL ENERGY**			
E 100-42100-381		Combined Utilities	$49.67	900370247	PD Natural Gas 9/27/24 - 10/28/24
E 100-43000-381		Combined Utilities	$41.87	900373156	PW Natural Gas 9/27/24 - 10/28/24
E 100-41900-381		Combined Utilities	$41.87	900373156	CH Natural Gas 9/27/24 - 10/28/24
		Total	$133.41		
139846	11/27/24	**ACTION TARGET**			
E 100-42100-208		Training and Education	$239.26	0606685-IN	PD Targets
		Total	$239.26		
139847	11/27/24	**BREEZY POINT HARDWARE**			
E 600-43250-212		Motor Fuels	$144.13	34745	Sewer Fuel
E 100-43000-200		General Operating (Suppli	$13.98	34747	PW Permanent Marker
E 100-43000-212		Motor Fuels	$41.38	34794	PW Fuel
E 100-43000-220		Repair/Maint Supply (GEN	$9.99	34795	PW Rain-X
		Total	$209.48		
139848	11/27/24	**CHARTER COMMUNICATIONS - PA**			
E 100-41100-100		Compensation (GENERAL	$0.42	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 100-41300-200		General Operating (Suppli	$1.40	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 100-41900-381		Combined Utilities	$54.03	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 100-41910-200		General Operating (Suppli	$0.42	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 100-42100-308		Software / IT Support	$56.00	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 100-43000-200		General Operating (Suppli	$0.71	NOV 2024	Internet Service 11/8/24 - 12/7/24
E 600-43250-200		General Operating (Suppli	$27.00	NOV 2024	Internet Service 11/8/24 - 12/7/24
		Total	$139.98		
139849	11/27/24	**COLUMN SOFTWARE PBC**			
E 100-41910-351		Legal Notices Publishing	$37.49	6AA024C4-0	PC PH Notice 12-10-24
		Total	$37.49		
139850	11/27/24	**Crow Wing Power**			
E 600-43250-381		Combined Utilities	$1,256.86	1438703NOV	Sewer Plant Electric 10/8/24 - 11/8/24

CITY OF BREEZY POINT

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 600-43250-381		Combined Utilities	$31.68	1439301NOV	#4 Pond TSF Pump Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$40.65	1460301NOV	Lift Pump 2 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$151.44	1501301NOV	Lift Pump 4 Electric 10/8/24 - 11/8/24
E 100-41900-381		Combined Utilities	$256.30	1516802NOV	CH Electric 10/8/24 - 11/8/24
E 100-43000-381		Combined Utilities	$256.31	1516802NOV	PW Maint Bldg Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$59.95	1518101NOV	Lift Pump 5 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$40.78	1528301NOV	Lift Pump 3 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$268.83	1532601NOV	Lift Pump 1 Electric 10/8/24 - 11/8/24
E 270-49010-381		Combined Utilities	$61.12	33476401NO	Cemetery Well Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$76.80	33770501NO	Lift Pump 6 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$52.21	33929201NO	Lift Pump 7 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$588.20	34120201NO	PD 8361 CR 11 Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$37.70	34265401NO	#8 Lift Station Electric 10/8/24 - 11/8/24
E 270-49010-381		Combined Utilities	$31.92	34454801NO	Cemetery North Electric 10/8/24 - 11/8/24
E 100-43000-381		Combined Utilities	$33.00	34569801NO	8319 N Spruce Dr Electric 10/8/24 - 11/8/24
E 600-43250-381		Combined Utilities	$35.49	34613101NO	Lift Pump 9 Electric 10/8/24 - 11/8/24
E 100-45100-210		Operating Supplies (GEN	$10.00	35276301NO	Fishing Pier Electric 10/8/24 - 11/8/24
E 401-41300-590		Capital Outlay	$7,368.00	ORDER 4861	CH Line Extension
		Total	$10,657.24		
139851	11/27/24	**CTC**			
E 100-41300-321		Telephone	$208.83	21474053	CH Phone Service 11/12/24 - 12/11/24
E 100-43000-321		Telephone	$28.48	21474053	PW Phone Service 11/12/24 - 12/11/24
E 100-42100-321		Telephone	$490.80	21474053	PD Phone Service 11/12/24 - 12/11/24
		Total	$728.11		
139852	11/27/24	**D&N LANDWORKS LLC**			
E 100-45100-590		Capital Outlay	$612.50	6486	Parks Community Garden Black Dirt
		Total	$612.50		
139853	11/27/24	**Driver and Vehicle Services**			
E 600-43250-200		General Operating (Suppli	$31.25	0259 2024	2014 Felling Trailer ID #5FTEE16XE1000259
E 100-43000-200		General Operating (Suppli	$24.25	2067 2024	2022 RDLN Trailer ID #1R9UT6167NP662067
		Total	$55.50		
139854	11/27/24	**ELITE FENCE & DECK LLC**			
E 100-45100-590		Capital Outlay	$24,430.00	3416	Parks Community Garden Fence
		Total	$24,430.00		
139855	11/27/24	**FYLES SATELLITES INC.**			
E 100-45100-300		Professional Srvs (GENE	$399.60	12496	Parks Portable Restroom Rental
		Total	$399.60		
139856	11/27/24	**PETER GANSEN**			
E 100-41910-331		Travel Expenses / Mileage	$27.00	OCT 2024	PZ Mileage Reimbursement - Oct 2024
		Total	$27.00		
139857	11/27/24	**DSC Communications**			
E 100-42100-200		General Operating (Suppli	$280.00	2249519	PD Battery
		Total	$280.00		

CITY OF BREEZY POINT

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
139858	11/27/24	**GrassMaster Professional**			
E 270-49010-300		Professional Srvs (GENE	$140.00	114678	Cemetery Fall Cleanup - Isalnd - Oct 2024
E 270-49010-300		Professional Srvs (GENE	$257.00	114678	Cemetery Lawn Mowing - Oct 2024
E 100-42100-402		Grounds Maintenance	$73.00	114678	PD Lawn Mowing - Oct 2024
E 100-41900-402		Grounds Maintenance	$123.00	114678	CH Lawn Mowing - Oct 2024
		Total	$593.00		
139859	11/27/24	**HOISINGTON KOEGLER GROUP INC**			
E 100-41300-590		Capital Outlay	$952.50	024-032-4	Zoning Ordinance Update - Oct 2024
		Total	$952.50		
139860	11/27/24	**MEDICA**			
E 100-41300-131		Paid Health/Dental	$3,478.49	DEC 2024	Health Insurance Premiums - Dec 2024
E 100-41910-131		Paid Health/Dental	$739.49	DEC 2024	Health Insurance Premiums - Dec 2024
E 100-42100-131		Paid Health/Dental	$9,915.37	DEC 2024	Health Insurance Premiums - Dec 2024
E 100-43000-131		Paid Health/Dental	$2,442.83	DEC 2024	Health Insurance Premiums - Dec 2024
E 100-45100-131		Paid Health/Dental	$109.25	DEC 2024	Health Insurance Premiums - Dec 2024
E 600-43250-131		Paid Health/Dental	$1,091.75	DEC 2024	Health Insurance Premiums - Dec 2024
G 100-21706		Hospitalization/Medical Ins	$1,464.78	DEC 2024	Health Insurance Premiums - Dec 2024
		Total	$19,241.96		
139861	11/27/24	**MENARDS- BAXTER**			
E 100-41300-200		General Operating (Suppli	$444.00	33346	Library Bins to store books
E 100-41300-200		General Operating (Suppli	$3.39	33347	Library Tape to store books
		Total	$447.39		
139862	11/27/24	**FIVE STAR AUTO PARTS**			
E 100-42100-220		Repair/Maint Supply (GEN	$40.98	187126	PD Vehicle Cleaners
		Total	$40.98		
139863	11/27/24	**NORTHLAND FIRE PROTECTION**			
E 100-41900-401		Maint Buildings	$101.00	60757	CH Fire Extinguisher Service & Certification
		Total	$101.00		
139864	11/27/24	**Old Dominion Brush Company**			
E 100-43000-220		Repair/Maint Supply (GEN	$591.03	9233018	PW Brooms
		Total	$591.03		
139865	11/27/24	**PIKE PLUMBING AND HEATING**			
E 100-43000-401		Maint Buildings	$172.50	88827	PW Maint Bldg HVAC Service
		Total	$172.50		
139866	11/27/24	**RATWIK ROSZAK & MALONEY PA**			
E 100-41610-304		Legal/Prosecution Fees	$272.00	77865	Legal Fees - Oct 2024
		Total	$272.00		
139867	11/27/24	**SCRUDATO, VINCENT & ANGELA**			
R 600-00000-37210		Sewer Service Payments	$43.21	29832 LAKE	29832 Lakeshore Dr Sewer Billing Credit Refund
		Total	$43.21		
139868	11/27/24	**S-N-K CARWASH & OIL CHANGE**			

CITY OF BREEZY POINT

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Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 600-43250-220		Repair/Maint Supply (GEN	$58.39	62617	Sewer 2016 Ford Exp Oil Change
		Total	$58.39		
139869	11/27/24	**SPARROW CLEANING SERVICE**			
E 100-42100-401		Maint Buildings	$360.00	3747	PD Cleaning Service - Oct 2024
E 100-41900-401		Maint Buildings	$280.00	3748	CH Cleaning Service - Oct 2024
		Total	$640.00		
139870	11/27/24	**THE OFFICE SHOP**			
E 100-41300-200		General Operating (Suppli	$280.10	1148317-0	CH Paper & Markers
E 100-41300-200		General Operating (Suppli	$32.19	1148317-1	CH Colored Paper
E 100-41300-200		General Operating (Suppli	$23.28	1148317-2	CH Notepads
E 100-41300-200		General Operating (Suppli	$30.31	1148317-3	CH Facial Tissue
		Total	$365.88		
139871	11/27/24	**VERIZON WIRELESS**			
E 100-43000-321		Telephone	$100.40	9978376667	PW Cell Phones 10/11/24 - 11/10/24
E 600-43250-321		Telephone	$100.40	9978376667	Sewer Cell Phones 10/11/24 - 11/10/24
		Total	$200.80		
		10100	$321,544.63		

Fund Summary

10100 Primary	
100 GENERAL FUND	$134,949.36
270 CEMETERY Special Revenue Fund	$490.04
401 Revolving Capital Fund	$180,824.04
600 SEWER OPERATING FUND	$5,281.19
	$321,544.63

CITY OF BREEZY POINT
RESOLUTION 00-2024

A RESOLUTION ACCEPTING THE DONATION OF $500.00 FROM JOAN CAROL BRADBURY FOR THE CITY OF BREEZY POINT POLICE DEPARTMENT

WHEREAS, Carol Bradbury has donated $500.00 to the City of Breezy Point Police Department.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donation of the $500.00

Rebecca Ball: ____ Brad Scott: ____

Steve Jensen: ____ Angel Zierden: ____

Michael Moroni: ____

Adopted this 2nd Day of December 2024

_____
Mayor Angel Zierden

Attest:

_____
Debra Runksmeier, Deputy City Clerk

CITY OF BREEZY POINT
RESOLUTION XX-2024

A RESOLUTION ACCEPTING THE DONATION OF $20 TO THE PELICAN WOODS CEMETERY BY KAYE TAYLOR IN MEMORY OF DARLENE ERICKSON

WHEREAS, Kaye Taylor has donated $20 to the Pelican Woods Cemetery in memory of Darlene Erickson.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donation of $20 to the Pelican Woods Cemetery by Kaye Taylor in memory of Darlene Erickson.

Rebecca Ball: ____ Brad Scott: ____

Steve Jensen: ____ Angel Zierden: ____

Michael Moroni: ____

Adopted this 2nd Day of December 2024

_____
Mayor Angel Zierden

Attest:

_____
Debra Runksmeier, City Deputy Clerk

TO: Mayor and City Council

FROM: Jerry Bohnsack, Interim City Administrator

RE: Request to Use City Property for Event Parking

DATE: December 2, 2024

Background

The City has received a request from Mike Wendt with North Central Bass to use the City's vacant property to the east of the baseball field as overflow parking for a fishing tournament on Sunday, July 27, 2025. This group had a request approved for an event on July 14, 2024. See the attached request letter.

Council Action

Staff recommends that the City Council approve the request to use City property for event parking on Sunday, July 27, 2025.

North Central Bass Singles Series
Mike Wendt; Tournament Director
8844 Riley Ln.
Brainerd, MN 56401

Date: 10/25/2024

City Council of Breezy Point

Request: City permission to utilize boat access and overflow parking at East Ball Field lot on 7/27/2025

Dear David and Members of Breezy Point City Council,

I, Mike Wendt, am formally requesting permission, on behalf of North Central Bass, to utilize the city owned boat access and overflow parking lot, located East of the City ball field on Sunday July 27th, for the purposes of a bass fishing tournament.

The event hours are from 7am to 3pm, with all pre- and post-tournament activities being held outside of Dockside at Breezy Point Resort. The event is open to a maximum of 35 boats. The event has a required pre-tournament meeting at 6:45am, with take-off being at 7am. Weigh-in follows the event starting at 3pm and is usually completed within an hour, or less. Anglers are allowed to utilize any boat access, however, with the event being held in Breezy Bay, I expect this access to receive the most use. North Central Bass last held an event on Pelican Lake in July of 2024, and there were no issues to my knowledge, and the field East of the City Ball field, easily accommodated the parking needs.

Per the MN DNR, a parking plan is now required as part of the permitting process. The plan states that tournament anglers cannot utilize more than 50% of the parking places of the combined accesses, on said body of water. If more than 50% of parking places are needed, an alternative parking plan is needed. Example: private party parking, city streets or parking lots, dining establishments, etc., all of which would require permission.

Associated with the parking plan, there is also concern of congestion at the access. As I have fished tournaments in the Brainerd Lakes Area for the last 15 years, I have seen that the congestion is minimal and very controlled. Many anglers arrive very early to beat the traffic, and those that are not so early are both patient and helpful. Competing anglers assist other anglers, both competitors and non-competitors, to keep the flow of boats in and out, moving quickly. I see this as being at worst a minor inconvenience, and at best a non-issue.

I hope that this letter satisfies any questions and concerns, and grants permission for North Central Bass to utilize the city boat access and overflow parking.

Respectfully,
North Central Bass Singles Series
Mike Wendt; Tournament Director
320-583-3540
northcentralbass@gmail.com

CITY OF BREEZY POINT
RESOLUTION XX-2024

A RESOLUTION ACCEPTING THE DONATION OF $300.00 FROM THE PELICAN LAKES CONSERVATION CLUB FOR WREATHS TO BE PLACED AT THE PELICAN WOODS CEMETERY

WHEREAS, the Pelican Lakes Conservation Club has donated $300.00 to the City of Breezy Point Pelican Woods Cemetery for the placement of wreaths.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donation of the $300.00

Rebecca Ball: ____ Brad Scott: ____

Steve Jensen: ____ Angel Zierden: ____

Michael Moroni: ____

Adopted this 2nd Day of December 2024

_____
Mayor Angel Zierden

Attest:

_____
Debra Runksmeier, Deputy City Clerk

CliftonLarsonAllen LLP
https://www.claconnect.com

August 1, 2024

Statement of Work - Audit Services

This agreement constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated November 21, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Breezy Point ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2024.

Mary Reedy is responsible for the performance of the audit engagement.

Scope of audit services
We will audit the financial statements of the governmental activities, business-type activities, and each major fund, which collectively comprise the basic financial statements of City of Breezy Point, and the related notes to the financial statements as of and for the year ended December 31, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

Nonaudit services
We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of depreciation schedules.
- Preparation of adjusting journal entries
- Preparation of GASB 87/96 tools

Audit objectives
The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute

assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audits will be conducted in accordance with U.S. GAAS. Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will issue a written report upon completion of our audit of your financial statements.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements and that your annual report will be issued by 30-Jun-25. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

• Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

• Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

• Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

• Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity’s ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

• Management override of internal controls

• Improper revenue recognition

• Lack of segregation of duties

• Completeness of capital assets

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

You are responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities and safeguarding assets. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party

relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers); (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider

necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

> CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be

requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Fees

Audit of financial statements	$17,500.00
GASB 101 – Compensated Absences	$2,000.00
Preparation of OSA Form	$750.00

We will also bill for expenses (including travel, report production, word processing, postage, internal and administrative charges, etc.) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation.

Unexpected circumstances
We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards
Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement
We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below to indicate your acknowledgement and understanding of, and agreement with, this SOW.

Sincerely,

CliftonLarsonAllen LLP

Response:
This letter correctly sets forth the understanding of City of Breezy Point.

CLA

Mary Reedy

SIGN: Mary Reedy

DATE: November 18, 2024

Client

City of Breezy Point

SIGN:

City of Breezy Point, Interim City Administrator

DATE:

City of Breezy Point

SIGN:

City of Breezy Point, Council Member

DATE:

AGENDA ITEM
Breezy Point City Council

Prepared By:	Meeting Date:	☒ Regular Agenda Item ☐ Consent Agenda Item	Item No.
Janette Rust, Finance Specialist	*12/02/2024*		Click or tap here to enter text.

Item Description:	Reviewed By:
ERP System Acquisition	*Jerry Bohnsack, Interim City Administrator*

ACTION REQUESTED

Motion to approve the Civic Systems, LLC Contract for the purchase of new Enterprise Resource Planning System (ERP), contingent upon City Attorney review and recommended changes.

BACKGROUND/DISCUSSION

As discussed at the 8/19/24 workshop, the City's ERP system needs replacement. Banyon, the current software used by the City, is Microsoft Access based, has reliability issues, and does not have online capabilities; requiring server upgrades every time data storage runs out.

Staff researched ERP companies that could provide the City with a robust software at an affordable price. After narrowing down a list of companies, Staff invited (3) providers to come to City Hall and demonstrate their ERP software. Demonstrations included financial recording, payroll, timecard, budgeting, building permits, utility billing as well as the customer portal.

Staff unanimously chose Civic Systems/Caselle as the software that will best meet the needs of the City. Civic Systems/Caselle will provide the ability to email sewer bills, accept online payments, streamline processes, and enhanced paperless records management through the software Workflow programs that are buildable in each module. The program language and database are written in Microsoft's latest programming language and allows for SQL database. Civic Systems/Caselle also has *software for life* that assures the City will never be using outdated software and being that it is web-hosted allows Staff to remain functional in the event of an emergency that would prohibit Staff from working from City Hall.

FINANCIAL IMPACT

The total project cost of $92,213 is included in the Equipment Capital Plan for 2025. Future budgets will reflect the annual support fee of $16,080 which includes *software for life*.

STAFF RECOMMENDATION

Approve contract with Civic Systems, LLC for new ERP software contingent upon City Attorney review and recommended changes.

ATTACHMENTS

Computer software and service contract with Civic Systems, LLC.

Computer Software and Services Contract

City of Breezy Point

Prepared by Civic Systems, LLC

civicsystems

strong software, strong community

A SUBSIDIARY OF BAKER TILLY US, LLP

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

July 12, 2024

Contract Agreement

This "Contract Agreement" is made this _____ day of _____ 2024 ("Effective Date") by and between the **City of Breezy Point**, 8319 Co. Rd 11 , Breezy Point, MN 56472 and **Civic Systems, LLC**, 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the subsequent capitalized terms will have the following meanings:

A. "Client" - Will denote the City of Breezy Point, IL.
B. "Civic" - Will denote Civic Systems, LLC.
C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
D. "Software" –Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.
F. "Accident" – Will denote an unexpected happening at the Client's premises causing loss or injury which is not due to any fault or misconduct on the part of the person injured.

2. Contract Agreement

The following Attachments are a part of this Contract Agreement:

A. Cost Detail
B. Conversion Services
C. Hardware Requirements
D. Caselle Software License Agreement
E. Civic Support Agreement

3. Scope of Agreement

Client agrees to license the Software and receive the Services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement attached hereto as Attachment D, and the Civic Support Agreement attached hereto as Attachment E.

4. General Conditions

A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.

B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.

C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.

D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.

E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agents or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.

F. Civic agrees that, in the event of an Accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.

G. Civic shall perform the services contemplated in this Contract Agreement without interfering in any way with the activities of Client's staff or visitors.

H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Non-Assignment; Non-Delegation; Binding Effect

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to this Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in this Contract Agreement, in whole or in part, to other third parties unless the other party to this Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by this Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from this Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under this Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

This Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to this Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to this Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of this Contract Agreement signed by the parties and made a permanent part of this Contract Agreement.

Under no circumstances, however, shall any parties to this Contract Agreement forfeit or cancel any right presented in this Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to this Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

10. Termination

A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.

B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.

D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.

E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.

F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Contract Agreement shall be determined in accordance with the laws of the State of Minnesota, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Contract Agreement shall be brought exclusively in the State of Minnesota. Both parties consent to the personal jurisdiction of the state and federal courts located in Minnesota.

12. Title and Confidentiality

A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Contract Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.

B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this Contract Agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of this Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

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

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Contract Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Contract Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Contract Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Contract Agreement.

19. Warranty

A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.

B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Contract Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.

C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages delays, interruptions, or viruses arising out of or related to this Contract Agreement.

B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Contract Agreement.

C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Client hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.

D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this Contract Agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.

F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.

H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Minnesota, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform services hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

26. Payment Terms

The total fees for Software and Services are estimated to be **$86,050** as set forth in following section. The Client agrees to the following Payment Terms.

A. Civic shall invoice Client **$0** upon the effective date.
B. Civic shall invoice Client **$23,025** in January of 2025.
C. Civic shall invoice Client **$20,000** in April of 2025.
D. Civic shall invoice Client **$43,025** after training in 2025.
E. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the Software and Services. Detailed costs are provided in Attachment A – Cost Detail

	Investment
Connect License Fees (6 Concurrent)	$ 60,100
Less: Population and User Discount	(14,550)
Setup/Conversion Estimate	21,300
Training	19,200
Sub-total	**86,050**
ANNUAL SUPPORT TOTAL (Software For Life)	**$ 11,040**
ANNUAL HOSTING FEES (6 Named Users)	**$ 5,040**

*Above amounts do not include travel costs. Travel costs will be invoiced as incurred and are estimated below. Mileage will be invoiced at the federally mandated mileage rate currently at $0.68 per mile for round trip travel. Hotel will be invoiced for the amount incurred by Civic staff. Civic's staff stays at a Holiday Inn or equivalent. Hotel rates vary; we estimate those rates to be $170 nightly. Meals are invoiced as actual with a daily maximum of $35.

Travel cost estimates are based on five (5) round trips and 16 overnights.

Mileage (Five 848 mile round trips @ $0.68/mile)	$ 2,883
Hotel (16 nights at $170/night)	2,720
Meals (16 days at $35/day)	560
TOTAL INVESTMENT	**$ 6,163**

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional Products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of this Contract Agreement as of the dates set forth below.

CITY OF BREEZY POINT

Signature: _____

Print Name: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Print Name: Chad Jarvi

Title: _____

Date: _____

Attachment A – Cost Detail

SELECTED MODULES (Included in the agreement)

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
6 Concurrent User Licenses	$ 0	$ 0	$ 0	$ 0	0
Accounts Payable with AP ACH	5,500	1,200	1,200	7,900	1,100
miExcel AP	Included	Included	Included	Included	Included
Accounts Receivable	3,500	900	900	5,300	875
Cash Receipting	4,500	600	1,200	6,300	900
Community Development Application					
Building permits	4,500	1,800	1,800	8,100	1,125
Community Portal (5 Permit Types)	--	2,400	1,200	3,600	900
Field Review Mobile app (Unlimited)	2,500	600	300	3,400	625
Fixed Assets	2,500	600	600	3,700	625
General Ledger	7,000	1,800	2,400	11,200	1,400
Activity Reporting	Included	Included	Included	Included	Included
Bank Rec	Included	Included	Included	Included	Included
Budgeting	Included	Included	Included	Included	Included
miExcel GL (Unlimited)	Included	Included	Included	Included	Included
miViewPoint (Unlimited)	4,500	1,800	1,800	8,100	900
miAP Workflow (Unlimited)	Included	Included	Included	Included	Included
miBudget (Unlimited)	Included	Included	Included	Included	Included
miUtility (Unlimited)	Included	Included	Included	Included	Included
Payroll w/ Direct Deposit	10,200	3,600	3,600	17,400	2,040
Electronic Submittals	Included	Included	Included	Included	Included
miPay Online (Unlimited)	Included	Included	Included	Included	Included
miOpen Enrollment	Included	Included	Included	Included	Included
miTime (Remote Time Entry) (Unlimited)	4,500	1,200	600	6,300	900
miExcel PR (Unlimited)	Included	Included	Included	Included	Included
Utility Billing	10,900	4,800	3,600	19,300	2,180
Direct Pay	Included	Included	Included	Included	Included
Splitter	Included	Included	Included	Included	Included
Online Bill Pay Interface to Preferred Vendor	Included	Included	Included	Included	Included
Hosted (Up to 6 Named Users)	--	--	--	--	5,040
Less: Population and User Discount	(14,550)	--	--	(14,550)	(2,530)
TOTALS COSTS	**45,550**	**21,300**	**19,200**	**86,050**	**16,080**

*First Year Annual Support Fees are prorated based on your Go-Live date.

**If a Credit Card Interface is chosen there could be additional setup costs from the Online Bill pay company along with transactional credit card fees. Please contact one of our preferred vendors for that information.

***Conversion will be estimated at a later date when we can verify the reports that can provide. See next page for an estimate.

Attachment A – Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price (6 Concurrent Users)	One-Time conversion/ setup	Training Cost @ $1,200/Day	Year one Total w/o Support	Annual Fees
Additional Concurrent Users above 6 (each)	2,000	--	--	**2,000**	600
Animal Licenses	2,500	900	600	**4,000**	625
Business Licenses	2,500	900	600	**4,000**	625
Cemetery Management	2,000	600	600	**3,200**	500
Code Enforcements	2,500	600	300	**3,400**	625
Hosted Named Users above 6 (each)	--	--	--	--	720

*Above amounts include the discount provided.

Attachment B - Conversion Services

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The following outlines the conversion services to be provided for the core modules included as a part of this Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Accounts Payable

- Vendor Information
- 3 years of invoice and check history (**More Years Available**)
- Report preparation
- AP check formatting

Cash Receipting

- Setup receipt categories and corresponding GL accounts
- Report preparation

General Ledger

- Chart of Accounts
- Financial statements
- Report preparation
- 3 years detail information (**More Years Available**)
- 3 years of budget information (**More Years Available**)

Payroll

- Employee information
- Pay code setup
- Current Year to Date Totals
- Recalculate payroll to ensure data accuracy
- Report preparation
- Leave time balances
- Paycheck formatting

Utility Billing

- Customer information
- Customer balances by service
- Meter information
- Location information
- 13 months consumption History
- Report preparation
- Utility billing formatting
- Recalculate bill run to ensure data accuracy
- Setup rates and services

Attachment C - Hardware Requirements

Hardware Requirements (Only Needed if On Premise)

Network System Requirements – Caselle® Connect – Network

Important! Using servers or workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times. This document lists the minimum hardware and software requirements for installing Connect.

Network Server Operating System	Microsoft ® Windows 2016 Server (64-bit), 2019 (64-bit), or 2022 (64-bit)
Network Server Equipment	Intel® Xeon® Quad-Core Processor 3.0 Ghz or higher |Minimum 16 GB of available RAM | 30 GB available disk space for Caselle Connect applications (1 GB) and data | Enterprise SSD | Color SVGA .28 Monitor | 1 GB Ethernet Network Card | 1 GB Ethernet Switch All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Database Server Equipment and Operating System	• Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server). • Networks with more than ten workstations may require faster processors and/or more memory than the recommended.
Database Software	Microsoft® SQL Server 2016 (64-bit), 2019, or 2022 (64-bit)
Network Server and Database Server Power Protection	True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.
Workstation Computer	Intel Core 2 Duo, i5, or i7 (3 GHz or higher) | 8 GB of available RAM | 30 GB available disk space for Caselle Connect applications (180 MB) and data | Color SVGA .28 Monitor LCD Monitor All hardware must be Microsoft® certified (request printed certification documents). Intel® Core™ i3, Intel® Celeron®, and AMD Sempron™, and Intel® Pentium processors are NOT recommended.
Workstation Operating System	Windows 10 or 11™ Professional (64-bit).
Workstation Power Protection	UPS/Battery backup unit
Backup System	Network quality system to back up fileserver hard drive on one tape and provide tape read after write verification. Make sure the backup system supports backing up MSSQL Databases. Example: Backup Exec with SQL Agent.
Printer	HP Laser Printer or Canon Copiers with PCL or Postscript Drivers
Receipt Printer	Ithaca 9000 and 1500 Series Printers | Star TSP100 | Epson TM – U325, TM-U675, and Epson TM – H6000IV
Internet Access	10 Mbps minimum available connection speed Explanation: Caselle® Applications require Internet access to download program updates.
Email	Email that is compatible with Microsoft® Windows.
Network Installer	Microsoft® Authorized and Certified

Attachment D – Caselle Software License Agreement

Caselle
1656 S East Bay Blvd, Ste 100
Provo, UT 84606
CASELLE, INC.
SOFTWARE LICENSE AGREEMENT

Caselle Agrees to provide the software to you, subject to the following terms and conditions.

1. GRANT OF LICENSE

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

2. TITLE AND CONFIDENTIALITY

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

3. LICENSE

You may:

A. Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.

B. Make System readable copies of the software media provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

A. Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.

B. Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.

C. Modify the Software or merge it into any other product without the express written consent of Caselle.

D. Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.

E. Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.

F. Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (A to F) shall void and terminate this Agreement.

4. TERM

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle $100.

Attachment D – Caselle Software License Agreement

5. WARRANTY

Caselle warrants that it has sufficient right and title to the Software to grant You this License. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period, You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.

6. DISCLAIMERS AND LIMITATIONS OF REMEDIES

Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, business interruption or loss of business information arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of an essential purpose of any limited remedy. Caselle's aggregate liability under this agreement for damage will not, in any event, whether based upon contract, negligence, strict liability in tort, warranty or any other basis, exceed the License fees paid by You for the Software.

7. ADDITIONAL SERVICES

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

8. GENERAL

A. The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.

B. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota and You hereby consent to the jurisdiction of State and Federal courts in Minnesota. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.

C. This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.

D. If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.

E. All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.

F. In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.

G. Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.

H. The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.

I. Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

J. The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.

K. This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of Breezy Point**, 8319 Co. Rd 11 , Breezy Point, MN 54868 and **Civic Systems, LLC**, 4807 Innovate Ln, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. DEFINITIONS

For purposes of this Civic Support Agreement, the subsequent capitalized terms will have the following meanings:

A. "Client" – Will denote the City of Breezy Point, IL.
B. "Civic" – Will denote Civic Systems, LLC.
C. "Services" – Will denote services related to software training, onsite implementation assistance, and conversion services, as more specifically set forth in the "Conversion Services" attached hereto as Attachment "B".
D. "Software" – Will denote end user computer programs and modules purchased by the Client from Civic, as more specifically set forth in the "Cost Detail" attached hereto as Attachment "A".
E. "Product" – Will denote any goods or services produced by a third-party entity other than Civic.

2. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered "live". Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

3. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules "go-live" date.

4. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

5. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone:	608 240 2600
Toll-Free:	800 241 1517
Fax:	608 249 1050
E-mail:	support@civicsystems.com
Website:	http://www.civicsystems.com

Attachment E – Civic Support Agreement

6. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

7. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

9. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

10. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

11. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

12. Warranty

A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.

B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.

C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software, hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.

E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.

F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

Attachment E – Civic Support Agreement

13. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly US, LLP) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

14. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

15. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Agreement) at the address specified below.

Civic Systems, LLC
4807 Innovate Ln
P.O. Box 7398
Madison, WI 53707-7398

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

Attachment E – Civic Support Agreement

17. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

18. SOFTWARE SUPPORT

The Client will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.

B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.

C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.

D. Trained Employees – Support will be provided to any employee that has completed formal training with Civic. Client shall notify Civic of any new employees requiring software support. New employees must schedule formal training with Civic at the current daily rate before support services are provided under the Support Agreement. If software support is required before training takes place, Civic will provide support as long as training has been scheduled with Civic

19. MISCELLANEOUS

This Support Agreement covers those Services rendered for post "go-live". Post "go-live" will be defined as the first time that the Software is used in a production environment to perform the Client's daily processing.

Attachment F – Hosted Agreement

This Hosted Services Agreement (the "Hosted Agreement") is between Ontech Systems, Inc., a Wisconsin corporation ("ONTECH"), 11800 W. Park Place, Milwaukee, WI 53224, (262) 522-8560 and "CLIENT".

"CLIENT" Organization/DBA: City of Breezy Point

Street: 8319 Co. Rd 11

City: Breezy Point

State: MN

Zip Code: 56472

Phone: 218.562.4441

Date: 6/27/24

Minimum # of Committed Named User for 36 Months: 6

1. PURPOSE

The purpose of this Hosted Agreement is to detail the understandings under which ONTECH will provide Hosted IT services ("Services") to you. Additional Services to be provided will be mutually defined by ONTECH and you based upon your current need. Client desires to hire ONTECH and ONTECH agrees to provide CLIENT with certain Hosted Services within Microsoft Azure Data Centers. .

2. TERMS CONFIDENTIAL

The terms and conditions in this Hosted Agreement, the attachments hereto and Addendums are confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within your organization.

EXHIBIT A

Terms, Conditions and Definitions

1) **General Terms. Exclusions, and Responsibilities.**

a) **General Responsibilities; ONTECH** will provide:

i) Qualified personnel to perform all activities identified in this Statement of Work.

ii) Detailed time reporting and related expense information to support its billings in electronic documentation.

iii) Services in a professional manner and abide by the CLIENT's code of business conduct.

iv) Recommendations based upon its reasonable opinion, industry standards, and supported by manufacturer information that certain equipment, software or security systems are obsolete, defective or incapable of meeting CLIENT's needs.

b) **General Responsibilities: Client** will provide:

i) Reliable Internet access. Intermittent dropping of connection will cause approval of reconnection through MFA. For optimum performance, a 100/100 fiber (or higher) internet connection is recommended.

ii) ONTECH with remote access to its computer systems and equipment.

iii) ONTECH with convenient and timely access to the computer systems and equipment covered under any Services Agreement,

iv) ONTECH with adequate workspace and facilities within a reasonable distance of the computer systems and equipment, access to and use of all information, internal resources, and facilities determined necessary by ONTECH to provide Services.

v) ONTECH with the results of preliminary diagnostic steps or additional information as requested by ONTECH related to any requested Services.

vi) An assigned employee to be a liaison or contact person in order to make communications between both parties effective.

vii) ONTECH with any network documentation updates made by CLIENT such as password changes, network reconfigurations that will affect ONTECH ability to support CLIENT network

c) **General Responsibilities: Client** will agree:

i) To follow ONTECH's recommendations in respect to updates or upgrades of the security systems supporting Client's computer systems and equipment to protect against hacking, malware, and other unauthorized entries into CLIENT's computer systems.

d) **Exclusions.** Client understands and agrees that Services required in order to recover from failures and/or incidents caused by any of the following circumstances may not be considered normal maintenance CLIENT further understands and agrees that ONTECH shall have no liability for the failures, incidents or work performed.

i) Service made necessary by the alteration or modification of hardware or software other than as authorized or recommended by ONTECH

ii) Service made necessary by hardware or software operation problems caused by neglect, malicious activity, or misuse including, without limitation, use of the system(s) for a purpose other than which it was designed, by Client, its employees, or third-party contractors.

iii) Service made necessary by failure to follow ONTECH recommendations in regard to equipment, software or security modifications or updates.

iv) Service made necessary due to acts of God, damage from fire originating outside of equipment, water, wind, earthquakes, lightning, terrorism, transporting equipment, vandalism, or burglary.

v) Service made necessary due to electrical damage caused by electrical wiring at the system location or resulting from electrical surges, sags, or spikes.

vi) Service made necessary by bugs or malware released by software installed by 3rd parties, adverse effects from CLIENT installing 3rd party software updates or CLIENT's industry specific software.

vii) Service made necessary by Internet or telephone service provider outages.

viii) Service made necessary due to outdated, out of support data backup solution(s) causing loss of data and/or slow data restore times.

2) Definitions. The following definitions apply to this Agreement:

"Addendum" are attachments to this Agreement that contain the specific scope of services that the Client has requested and ONTECH has agreed to provide in exchange for the payment of fees described therein. An Addendum that has been signed by the parties is incorporated into and subject to the terms of this Agreement.

"Affiliate" is any legal entity owned by one of the parties, that owns one of the parties, or is under common ownership with one of the parties.

"Confidential Information" is information marked or otherwise identified in writing by a party to this Agreement as proprietary or confidential or that, under the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential. Confidential Information includes non-public information regarding either party's products, features, marketing and promotions, and the negotiated terms of our agreements, except as otherwise required by action of law. All beta products are confidential unless accepted in the section regarding Confidential Information later in this Agreement. Confidential information does not include information which: (i) the recipient developed independently; (ii) the recipient knew before receiving it under the relevant agreement; or (iii) is or subsequently becomes publicly available or is received from another source, in both cases other than by a breach of an obligation of confidentiality.

"Client" is defined as the company, organization, board, or agency that has signed this Agreement with ONTECH. "Client" also refers to any subdivision or parent of the signatory to this Agreement.

"Delivery" or "Delivered" means by hand, U.S. mail properly addressed and bearing adequate postage, courier service, including expedited courier service, or by electronic transmission by email addressed to the party that signed this Agreement at the last known address or email address of the other party.

"ONTECH" refers to the Corporation that has agreed to provide Services under this Agreement.

"***You***" means the CLIENT and ***"Your"*** means the request, facilities or operations of the CLIENT.

"Receipt" in the case of hand delivery means actual receipt, in the case of delivery by mail, means the date 3 days after the date of mailing, in the case of electronic mail shall mean the date of transmission, and in all other cases, shall mean the date of actual receipt by the party to which delivery was intended.

"Services" are the professional services provided by ONTECH under this Agreement which may include development, product support, or consulting services.

"Scope of Services" is the description of the Services to be provided by ONTECH to the CLIENT under the terms of this Agreement and is included in an Addendum entered into by ONTECH and CLIENT.

"*Signed"* means the insertion of an original signature, a scanned original signature, or electronic signature into a Quote or Proposal, an Agreement, Addendum or an Amendment and the delivery of the signed document to the other party by hand, via U.S. mail, by courier service, or by electronic mail (e-mail").

"**Subscription**" means service, licensing, software, or hosted solutions in which CLIENT pays a monthly, annual, or multi year subscription fee for those products and solutions.

Certain other terms are defined as set forth elsewhere in this Agreement.

3) Fees. As compensation for the Hourly Services provided by ONTECH, CLIENT agrees to pay ONTECH the fees and charges for the Services selected by CLIENT under an Hourly Services Addendum entered into by and between ONTECH and CLIENT (together with any sales or use tax that may be applicable). ONTECH reserves the right to raise its hourly fees and charges upon forty-five (45) days written notice of amended terms delivered to CLIENT; provided however fees and charges shall not be increased during the first one year from the date of this Agreement or the date of any subsequent Hourly Services Addendum. CLIENT understands and agrees that the following third-party costs are not covered by the fees set forth in ONTECH Services Agreements and shall be charged by ONTECH to CLIENT:

•Parts, hardware, and software not covered by warranties

•Software licenses, subscription, or upgrade fees

•Manufacturer or vendor support fees, whether by annual contract or per incident

•Consumable materials, such as printer cartridges and removable storage tapes/disks

•Shipping costs

CLIENT shall also pay ONTECH for the one-way travel time between ONTECH's office and the CLIENT's location at one hundred percent (100%) of the applicable rates. Emergency Services rates shall be as agreed upon under an Hourly Services Addendum. There shall be a fifteen minute minimum charge for any Service request.

CLIENT further agrees to reimburse ONTECH for all direct costs incurred by ONTECH in providing Services including, without limitation, travel expenses from ONTECH's office to CLIENT's location. Upon CLIENT's request, ONTECH shall provide CLIENT with itemization and documentation concerning such direct costs. Travel in excess of 1.5 hours is subject to an additional charge which will be included within proposals approved by CLIENT.

4) Invoices. Client will be invoiced on the effective date and semi-annually thereafter. Invoices are sent in December for services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Hosted services rendered in the subsequent six (6) months for July through December. New clients added in the middle of the semi annual billing cycle will have a prorated fee for the remaining months of that billing cycle.

All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. ONTECH has the right to increase Hosted charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

5) Suspension/Termination of Services. ONTECH reserves the right to suspend the delivery of Services if the CLIENT's account becomes 60 days or more past due effective upon CLIENT's receipt of written notice of Suspension. Services will not be resumed until the CLIENT's past due balance is paid in full. ONTECH further reserves the right to terminate Services for non-payment effective upon CLIENT's receipt of written notice of termination for non-payment. In the event that ONTECH elects to terminate the delivery of Services due to non-payment ONTECH's engagement will be deemed to have been completed even if ONTECH has not completed the services described in the Scope of Services referred to in any Addendum and this Hosted Agreement. In such event CLIENT remains obligated to compensate ONTECH for all time expended and to reimburse ONTECH for all out-of-pocket expenditures through the effective date of termination. CLIENT shall still be financially responsible for any remaining contracted services and subscriptions.

6) Hosted Agreement Term. This Agreement shall be effective as of the go live date and shall continue in effect for a period of thirty-six (36) months (the "initial term") from the hosted go live date unless canceled by either party upon sixty (60) days' written notice. Early termination by CLIENT will result in full payment of the monthly contracted hosted services as defined in the signed Hosted Agreement.

7) Relationship. The relationship of ONTECH and CLIENT shall be that of independent contractors, not that of employer/employee, partnership or joint venture. ONTECH shall be free to exercise independent judgment as to the time, place and manner of performing the Services under this Agreement subject to the mutual agreement of CLIENT.

8) Limited Warranties; Disclaimers. ONTECH represents and warrants that any Services that it provides to CLIENT under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. CLIENT's sole and exclusive remedy for a breach of ONTECH's warranty relating to Services shall be that ONTECH will, in its sole discretion, either (i) use reasonable efforts to re-perform the Services, or (ii) refund the fee CLIENT paid for the Services that are alleged to be in breach of ONTECH's warranty. A claim for breach of ONTECH's warranty relating to Services must be made by CLIENT in writing delivered to ONTECH within fifteen (15) days of CLIENT's discovery of the alleged breach. If CLIENT does not notify ONTECH of a breach of ONTECH's warranty relating to Services during such period, CLIENT shall be deemed to have irrevocably accepted the Services.

ONTECH does not provide any warranty relating to any Products sold to CLIENT pursuant to this Agreement. CLIENT shall pursue any warranty claim under such warranty as may be available from the manufacturer of the Product. All Products are provided to CLIENT by ONTECH "AS IS." ONTECH shall, to the extent it is allowed by its vendors, pass through any warranties provided by the manufacturer of the Product. In the event such warranties are not assignable to CLIENT, ONTECH agrees to take commercially reasonable efforts to assist CLIENT's efforts to obtain warranty coverage. ONTECH is not compensated by manufacturers for Services performed as they relate to the Manufacturer's Warranty. Those services will be billed to the CLIENT in accordance with the Hourly Services Addendum agreed upon rates. CLIENT acknowledges that no employee of ONTECH or any other party is authorized to make any representations or warranties on behalf of ONTECH that are not in this Agreement. **ONTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES RELATED TO THE SERVICES AND/OR PRODUCTS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OTHER PERFORMANCE.**

9) Insurance. ONTECH shall, at its sole expense, maintain in effect at all times during the performance of Services, insurance coverage as set forth below:

(a) Worker's Compensation in accordance with the law in the State of Wisconsin.

(b) Commercial General Liability, Professional Liability (Errors and Omissions) and Automobile Liability Insurance.

(c) Evidences of Insurance – Upon execution of this Agreement, ONTECH will, if requested by CLIENT, provide CLIENT with a certificate of insurance confirming the existence of the above described coverages.

10) Limitations of Liability; Indemnification. **IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE SERVICES TO BE PERFORMED BY ONTECH THE RISKS HAVE BEEN ALLOCATED SUCH THAT THE CLIENT AGREES TO LIMIT THE LIABILITY OF ONTECH FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES OF ANY NATURE SUCH THAT THE TOTAL AGGREGATE LIABILITY OF ONTECH ON ANY CLAIM SHALL NOT EXCEED THE GREATER OF: (a) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR THE SERVICES RENDERED TO CLIENT THAT ARE ALLEGED TO BE THE CAUSE OF THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM; OR (b) THE TOTAL FEE PAID BY CLIENT TO ONTECH FOR SERVICES RENDERED TO CLIENT OVER THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR OCCURRENCE GIVING RISE TO CLIENT'S CLAIM. IT IS INTENDED THAT THIS LIMITATION SHALL APPLY TO ANY AND ALL LIABILITY OR CAUSE OF ACTION HOWEVER ALLEGED OR ARISING. NOTWITHSTANDING THE FOREGOING LIMITATIONS ONTECH SHALL IN NO EVENT BE LIABLE FOR DAMAGES IN EXCESS OF PAYMENTS, IF ANY, MADE BY ONTECH'S INSURANCE CARRIER TO CLIENT.**

EXCEPT AS PROVIDED IN PARAGRAPH EIGHT (8) IT IS FURTHER AGREED THAT ONTECH SHALL NOT BE LIABLE FOR CLAIMS ASSERTING OR ARISING OUT OF AN ALLEGED BREACH OF EXPRESS OR IMPLIED WARRANTY OR FOR DAMAGES RELATING TO INTERRUPTION OF BUSINESS, CONSEQUENTIAL DAMAGES OR PUNITIVE DAMAGES. CLIENT WILL INDEMNIFY, DEFEND AND HOLD ONTECH HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, COST AND DAMAGE OF ANY NATURE, INCLUDING CLAIMS OF THIRD PARTIES, THAT WOULD BE ABOVE, BEYOND OR OUTSIDE THE SCOPE OF THE TERMS OF THE "LIMITATIONS OF LIABILITY" OR THE "LIMITED WARRANTIES DISCLAIMERS" PROVISIONS SET FORTH IN THE AGREEMENT BY AND BETWEEN ONTECH AND CLIENT.

11) Confidentiality. The Parties acknowledge and agree that during the course of the performance of the parties' respective obligations under this Agreement, each party may make available to the other Confidential Information that is of value to the party disclosing the information. Each party agrees to maintain the confidentiality of the Confidential Information of the other party and not to disclose or disseminate such Confidential Information to third parties. The party receiving Confidential Information agrees to use the same standard of care in maintaining the confidentiality of the Confidential Information as it uses to avoid disclosure of its most sensitive Confidential Information. Nothing in this Section shall preclude a party from disclosing Confidential Information to the extent that the disclosure thereof is required by law. Upon termination or expiration of this Agreement, the parties shall destroy or return all Confidential Information of the other and shall not use any Confidential Information of the other in its business. ONTECH further acknowledges that CLIENT owns all proprietary data, files and information maintained, within the files, records and electronic data systems of CLIENT (other than software copyright protected or software licensed by third parties). ONTECH will protect and not release any of CLIENT's data, files or information to any party except upon the express written direction of CLIENT.

12) Non-solicitation of Ontech employees. CLIENT recognizes that ONTECH has invested valuable time and resources in the selection, hiring, training and retention of employees that will be assigned to perform Services on behalf of CLIENT. As a result, CLIENT agrees that it will not, during the term of this Agreement or for a period of one (1) year following the termination of this Agreement, solicit for employment or offer employment to any employee of ONTECH. If CLIENT violates this provision ONTECH may immediately terminate this Agreement irrespective of any notice otherwise required herein and CLIENT agrees to pay ONTECH a fee equal to 100% of the yearly wages of the employee or employees that CLIENT hires or attempts to hire as liquidated damages, which amount CLIENT agrees to be a fair and reasonable amount.

13) Integration; merger. This Agreement, and the Addendums attached hereto and incorporated herein, supersede all previous agreements whether oral or written between the parties with respect to the subject matter hereof. This Agreement is expressly agreed to contain all of the terms, conditions and understandings of the parties. This Agreement further contains all of the terms, conditions and understandings of the parties as may be subsequently provided by ONTECH to CLIENT in a written notice of "amendment" electronically delivered to CLIENT provided no written objection to any amended term is received by ONTECH within 45 days from the date of the delivery of the notice of amendment to CLIENT.

Attachment F – Hosted Agreement

14) Binding effect. This Agreement shall be binding upon the parties, their respective successors, merger partners, assigns, subsidiaries, affiliates, legal representatives and administrators. This Agreement is also binding by and between the parties if CLIENT requests ONTECH to provide services to a third party as a sub-contractor of CLIENT.

15) Governing law. This Agreement shall be governed by the laws of the state of Wisconsin and any claims or actions arising under this Agreement shall be filed and heard in the Circuit Court of Washington County, Wisconsin.

16) No modifications. Except as provided in paragraph 13, no modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by both parties. The failure of either party at any time to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions.

17) No assignments without consent. This Agreement may not be assigned without the written consent of the other party.

18) Counter-parts. This Agreement may be executed by the parties hereto in counter-parts provided it shall not be effective if not signed by both parties with an executed copy provided to the other party. Signatures on a copy of this Agreement or on copies of any other documents provided pursuant to this Agreement delivered by hand, U.S. Mail, courier service or by electronic mail shall be binding upon the parties and of the same legal effect as original signatures.

19) Authority. The person executing and attesting to this Agreement on behalf of CLIENT hereby personally represents and warrants that: they have full power, authority and right to execute this Agreement; the execution and delivery of this Agreement has been duly authorized by all Managers, Members or owners of CLIENT whose consent or approval may be required; and the execution of this Agreement by the below signatory is sufficient and legally binding on CLIENT without the signature of any other Manager, Member, owner or party.

Upon receipt of this fully executed document, ONTECH will be available to schedule Services and will proceed in a manner consistent with both organizations' needs. If this meets with your approval, please return a signed copy of this Hosted Agreement and all applicable Addendums. We look forward to being of service to your organization (CLIENT).

Ontech Systems, Inc.	**City of Breezy Point, MN**
Signature:_____	Signature: _____
Mark P. Dohnal	Name: _____
President	Title: _____
Date: _____	Date: _____

TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: November 21, 2024

MEETING DATE: December 2, 2024

Agenda Item: Recommendation for Adoption of the Resolution to Establish the Breezy Point Police Department EMS Program as a Standalone Program

Background: Since 2006, the Breezy Point Police Department Emergency Medical Services (EMS) Program has required participating officers to maintain dual employment with North Memorial Health Ambulance. This structure was established to facilitate emergency medical care within the community while leveraging the expertise and resources of North Memorial Health. While this model has been successful in the past, it has also introduced several operational challenges that hinder the program's long-term effectiveness and flexibility.

The proposed resolution seeks to address these challenges by transitioning the Breezy Point Police Department EMS Program into a **standalone program**, independent of employment requirements with North Memorial Health Ambulance. However, it is important to note that the program would maintain its **medical direction** and adherence to **patient care guidelines** provided by North Memorial Health Ambulance, ensuring the continuation of high-quality medical oversight and consistency in care standards.

Key Considerations:

1. **Operational Efficiency:**
    - Officers currently face scheduling conflicts and limited availability due to the requirement for dual employment. Establishing a standalone program will allow the department to better manage personnel schedules, allocate resources more effectively, and respond more promptly to medical emergencies.
2. **Recruitment and Retention:**
    - The dual employment requirement limits the pool of potential candidates and creates challenges in retaining officers who may struggle to balance responsibilities with both entities. Transitioning to an independent program will make it easier to attract and retain qualified officers solely focused on law enforcement and EMS responsibilities.
3. **Medical Oversight and Patient Care:**

The resolution ensures that **North Memorial Health Ambulance will continue to provide medical direction** for the Breezy Point Police Department EMS Program. Officers will remain compliant with **North Memorial Health's patient care guidelines**, maintaining the high standards of medical care that the community has come to expect. This continued partnership

ensures that the program will still benefit from North Memorial's expertise while giving th department more operational flexibility.

Requested Action: After careful consideration of the operational, financial, and community impact, I recommend that the City Council adopt the proposed resolution to establish the Breezy Point Police Department EMS Program as a standalone program. The resolution will not only improve the department's ability to respond to emergencies but also enhance recruitment, retention, and operational flexibility—all while maintaining high medical care standards through our continued partnership with North Memorial Health Ambulance.

The adoption of this resolution represents a proactive step toward ensuring that our police department is fully equipped to meet the growing needs of the Breezy Point community, with the necessary autonomy to provide effective and efficient EMS services.

RESOLUTION NO. XX-2024

A RESOLUTION OF THE CITY COUNCIL OF BREEZY POINT, MINNESOTA, AUTHORIZING THE ESTABLISHMENT OF THE BREEZY POINT POLICE DEPARTMENT EMERGENCY MEDICAL SERVICES (EMS) PROGRAM AS A STANDALONE PROGRAM INDEPENDENT OF NORTH MEMORIAL HEALTH AMBULANCE EMPLOYMENT REQUIREMENTS, WHILE MAINTAINING MEDICAL DIRECTION AND PATIENT CARE GUIDELINES IN PARTNERSHIP WITH NORTH MEMORIAL HEALTH AMBULANCE

WHEREAS, the Breezy Point Police Department has been committed to providing high-quality emergency medical services (EMS) to the community since the inception of its EMS program in 2006, which has historically required police officers involved in the EMS program to also be employed by North Memorial Health Ambulance; and

WHEREAS, the dual employment requirement, while beneficial in its early stages, has now presented operational challenges, including officer availability, scheduling conflicts, and recruitment limitations; and

WHEREAS, the City of Breezy Point recognizes the need to enhance the flexibility, autonomy, and operational efficiency of its police officers and EMS program in order to better meet the needs of the community; and

WHEREAS, the Breezy Point Police Department has developed a robust and professional EMS program with highly trained officers, possessing certifications in advanced life-saving techniques, which equip the department to operate an independent EMS unit; and

WHEREAS, the City Council of Breezy Point has determined that establishing the Breezy Point Police Department EMS Program as a standalone entity will provide significant benefits, including improved response times, officer availability, recruitment flexibility, and a more streamlined organizational structure; and

WHEREAS, the City of Breezy Point recognizes the continued value of its long-standing partnership with North Memorial Health Ambulance, particularly in the areas of medical direction, oversight, and adherence to industry-leading patient care guidelines; and

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

1. **The Breezy Point Police Department EMS Program shall hereby be established as a standalone program, effective immediately**. Officers assigned to the EMS program will no longer be required to maintain dual employment with North Memorial Health Ambulance or any other external EMS provider.
2. The **Breezy Point Police Department EMS Program** shall continue to operate under the jurisdiction and oversight of the Breezy Point Police Department, and officers will maintain all necessary EMS certifications and training in compliance with applicable state and federal laws.

3. The **Breezy Point Police Department EMS Program shall continue to operate under the medical direction of North Memorial Health Ambulance**, ensuring that all patient care provided by Breezy Point police officers adheres to North Memorial Health Ambulance's patient care guidelines and protocols.
4. The Breezy Point Police Department shall continue to review and assess the progress of the standalone Breezy Point Police Department EMS Program and make adjustments as necessary to ensure the ongoing success of the program and the safety of the community.

BE IT FURTHER RESOLVED that the City Council expresses its gratitude to North Memorial Health Ambulance for its partnership and support over the years and looks forward to continued collaboration in providing medical direction, ensuring adherence to patient care guidelines, and supporting the overall mission of public safety in Breezy Point.

PASSED AND ADOPTED by the City Council of Breezy Point, Minnesota, this ___ day of _____, 2024.

Rebecca Ball: ____ Brad Scott: ___

Steve Jensen: ____ Angel Zierden: ____

Michael Moroni: ____

Adopted this 2th Day of December 2024

_____

Mayor Angel Zierden

Attest:

_____

Jerry Bohnsack, Interim City Administrator

TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: November 21, 2024

MEETING DATE: December 2, 2024

Agenda Item: Emergency Medical Services Program Policy

Background: With the creation of a standalone EMS group our current Emergency Medical Services Program Policy needed revision. See the attached Emergency Medical Services Program Policy for changes to the policy.

Requested Action: Approve the revised Emergency Medical Services Program Policy.

120 – Emergency Medical Services Program

120.1 POLICY

It is the policy of the Breezy Point Police Department, ~~in concert with North Memorial Health (NMH),~~ to operate an advanced emergency medical services program consisting of paramedics and emergency medical technicians (EMTs).

120.2 MEDICAL DIRECTION

Paramedics and EMTs employed by the Breezy Point Police Department may provide advanced emergency medical care if authorized by the Program Medical Director. ~~NMH Ambulance – Office of Medical Directors~~. Medical care will be provided according to operating procedures and patient care guidelines provided approved by the program medical director. ~~NMH Operating Procedures and Guidelines, in accordance the agreement between NMH and the City~~.

~~120.3 MEDICAL EQUIPMENT AND MEDICATIONS~~

~~Medical equipment and medications will be provided and maintained in accordance with the agreement between NMH and the City. Paramedics and EMTs will be responsible for ensuring all equipment is ready for use at the beginning of each shift.~~

120.4 OFF DUTY RESPONSE

Paramedics and EMTs who learn of a call for medical assistance within the City of Breezy Point or any area the Breezy Point Police Department is responsible for providing service, while off-duty, may go in-service and respond to such call. In the event of a medical callout, the employee will receive a minimum of two hours of compensation.

TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: November 21, 2024

MEETING DATE: December 2, 2024

Agenda Item: Controlled Medications Policy

Background: With the creation of a standalone EMS group the police department will need a policy in reference to controlled medications. Our paramedics are authorized to administer controlled medications at EMS scenes. This policy will regulate the use, storage, and tracking of controlled medications.

Requested Action: Approve the attached Controlled Medications Policy.

123 – Controlled Medications

123.1 PURPOSE

To provide proper clinical management of certain medical and traumatic conditions, the administration of controlled or restricted medications to patients by authorized providers is necessary. This policy is intended to define acceptable practices for the storage, handling and administration of controlled substances that are compliant with federal regulations.

123.2 POLICY

All controlled or restricted medications as defined by the US Drug Enforcement Agency (DEA) and/or the Breezy Point Police Department shall be handled in accordance the procedures as outlined for the secure storage, acquisition, handling, tracking, and transportation. Only police department personnel may receive controlled medications delivered or transported to the Breezy Point Police Department.

123.3 DEFINITIONS

For the purpose of this policy, the terms set forth below are defined as follows:

Controlled or restricted Medications: all narcotics, dissociative agents, benzodiazepines, sedative/hypnotics, and any other medication defined by the US Drug Enforcement Administration (DEA) and/ or the Breezy Point Police Department as “controlled”, “narcotic”, “Schedule III”, or “restricted”.

Controlled Medications Carrying Device: A durable container or pouch selected by the Breezy Point Police Department that can hold a quantity of controlled medications deemed sufficient for the normal on-duty clinical administration to patients by authorized EMS providers.

Electronic lock: a locking device capable of restricting access to pre-approved providers and capable of recording the name of the provider and time and date the lock was accessed.

123.4 PROCEDURE

123.4.1 ORDERING OF CONTROLLED MEDICATIONS

1. All controlled medications will be obtained from an approved pharmacy by completing the appropriate DEA Form 222 (obtained via the DEA website).
2. Medications may only be ordered by approved personnel with the approval of a supervisor.

123.4.2 STORAGE OF CONTROLLED MEDICATIONS

1. All controlled medications stored at the Breezy Point Police Department will be

maintained in a secure and climate-controlled location.
2. Supplies of controlled medications will be secured in the secure evidence room.
3. Controlled medication supplies must be accessed by at least two authorized personnel.
4. A controlled medications base log will be maintained and filled out in its entirety.

123.4.3 SECURITY OF CONTROLLED MEDICATIONS
Approved providers are responsible for the security of controlled and restricted medications issued to them. Controlled or restricted medications will always be secured in the safe or an approved controlled medications carrying device. Controlled medications will not be left in vehicles while off duty unless vehicles are parked inside.

123.4.4 DISCREPANCY, LOSS, THEFT, OR DIVERSION

1. Unresolved discrepancies or losses of controlled medications will be reported to a supervisor as soon as practical. A written report must be completed.
2. Suspected theft of controlled medications or diversion by an employee must be reported to the Chief of Police.
3. Investigations into unresolved loss, theft, or diversion of controlled or restricted medications will be investigated by an outside agency.

123.4.5 MAINTENANCE OF RECORDS

1. All records generated relating to controlled substances, whether on paper or in an electronic format will be maintained for no less than five (5) years.
2. All DEA 222 forms will be maintained permanently by the Breezy Point Police Department.

123.4.6 DISPOSAL OF DAMAGED OR EXPIRED CONTROLLED MEDICATIONS

1. Expired or damaged controlled or restricted medications will be wasted on site.
2. Wasting of controlled or restricted medications will be performed by two personnel.
3. All wasting of controlled or restricted medications will be properly documented.

123.4.7 DISCIPLINARY ACTION
Any person found in violation of department policy, local, state, or federal laws regarding controlled substance handling or utilization is subject to disciplinary action.

TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: November 21, 2024

MEETING DATE: December 2, 2024

Agenda Item: EMT and Paramedic Job Description Revisions

Background: With the creation of a standalone EMS group our current EMT and Paramedic Job Descriptions needed revision. See the attached red line documents for changes to the EMT and Paramedic Job Descriptions.

Requested Action: Approved the revised EMT and Paramedic Job Descriptions.

402 – Job Description: Chief of Police/Paramedic

402.1 POSITION SUMMARY

The Chief of Police is responsible for planning, directing, and controlling the police department in order to protect and safeguard the community through crime prevention, administration of statutes and ordinances, traffic regulation and emergency response. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

Additionally, the Chief of Police/Paramedic provides high-quality Advanced Life Support medical care to the sick and injured when necessary.

402.2 SCOPE OF RESPONSIBILITY

Reports to the City Administrator on those job elements relating to personnel policy, fiscal matters and overall service levels provided. In matters relating to police authority sets precedent within limits delegated by the State of Minnesota and the Breezy Point City Council while directing the work of all department personnel. Presents budget recommendations to the City Administrator for inclusion in the overall City budget.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

Makes field decisions within the limits of professional standards and department operating rules.

402.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supervises police personnel in the work of law enforcement and public safety in order to ensure high performance of the department.

    (a) Leads the process of screening, interviewing, and selecting personnel in order to fill open positions with the best qualified candidates.

    (b) Organizes and administers the training and continuing education of officers in matters of procedure, law, and ethics, delegating activities as appropriate, in order to ensure a well-trained and knowledgeable force.

    (c) Manages staff performance through informal daily and formal annual performance reviews, intervening when appropriate to guide behaviors, maintain discipline, and improve job performance.

    (d) Investigates or initiates outside investigations if complaints are directed toward the department or individuals within the department.

    (e) Administers disciplinary action, including termination, when necessary, using legal counsel as appropriate to ensure adequacy of process.

(f) Establishes professional standards and operating procedures for all department staff and recommends policies to the City Administrator and City Council in situations requiring ratification.

2. Working with City Administrator prepares and administers the Police Department budget and controls expenses to meet budget objectives.

   (a) Using direction from the City Administrator and City Council regarding the desired level of police service, develops staffing plans to meet objectives and identifies related costs.

   (b) Develops a multi-year capital equipment plan to minimize cost of equipment while maintaining an acceptable level of equipment reliability.

   (c) Research major purchases and presents options for purchase as well as justification for purchases to the City Administrator.

   (d) Responsible for the care of equipment and the economical use of equipment materials and supplies by the department.

3. Coordinates activities with other communities, police, and emergency service agencies to ensure effective cooperation and to enhance regional public safety.

   (a) Maintains relationships with neighboring communities by actively promoting communications with counterparts and securing mutual aid agreements.

   (b) Negotiates contracts to provide police service to township areas in order to share the cost of police coverage.

4. Plans and schedules coverage to meet public safety needs of the community in the most effective manner.

   (a) Considers the load history of the department based on the frequency and type of calls and schedules coverage to meet those needs.

   (b) Cultivates a roster of part-time employees to fill in during peak demand periods and to cover department vacations.

5. Acts as the primary communicator to the public and media in matters relating to police activities.

   (a) Determines whether information is public or private in nature based on circumstances and the law.

   (b) Works to maintain public support for the police department by presenting a

favorable impression through individual and mass communications.

(c) Maintains a strong relationship with the City Council by providing regular structured reports as well as informal updates regarding police activities.

(d) Works with businesses and event planners to address related public safety needs in an effective manner.

(e) Serves as a direct contact for reporters and other members of the media in matters involving the department.

6. Performs routine police work in the community.

(a) Participates in patrol activities, observes traffic, and determines when drivers are violating traffic laws or endangering the public and intervenes as necessary to ensure public safety.

(b) Issues citations or warnings for traffic incidents, using judgment to determine the appropriate action based on circumstances.

(c) Participates in investigations by analyzing information, identifying patterns, interviewing witnesses, collecting, and safeguarding evidence, viewing crime scenes and similar activities.

(d) Serves as a leader in times of civil defense emergencies, ensuring effective control of events within the city.

7. Responds to medical emergencies for service and provides Advanced Life Support within the community.

(a) Provides compassionate, advanced life support care to patients of all ages at the scene and in the ambulance.

(b) Coordinates patient care with partner and other responders providing care.

(c) Secures accident scenes and applies first aid to victims of trauma, seeking to stabilize them until medical personnel are available.

(d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

8. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

9. Ensures appropriate documentation of police activities and directs the retention of police

records.

10. Performs other duties as may be required.

402.4 MINIMUM QUALIFICATIONS

The job requires a two-year law enforcement degree and three or more years of related experience, including two or more years of supervisory experience, or equivalent. Applicants must be eligible for licensing as a police officer in the State of Minnesota.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Minnesota Paramedic Certification, AHA Advanced Cardiac Life Support certification (or equivalent), AHA Basic Life Support Certification (or equivalent).

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

402.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians Paramedic certification. Additional pre-hospital certifications including: Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an advanced life support provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

402.5 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Work is mainly sedentary with periods of intense effort to perform rescues or restrain uncooperative individuals. The majority of time is spent in heated and air-conditioned offices or automobiles with up to 15% of the time exposed to extreme conditions of heat and cold.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

403 – Job Description: Chief of Police/EMT

403.1 POSITION SUMMARY

The Chief of Police is responsible for planning, directing, and controlling the police department in order to protect and safeguard the community through crime prevention, administration of statutes and ordinances, traffic regulation and emergency response. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

Additionally, the Chief of Police/EMT provides high-quality Basic Life Support medical care to the sick and injured when necessary.

403.2 SCOPE OF RESPONSIBILITY

Reports to the City Administrator on those job elements relating to personnel policy, fiscal matters and overall service levels provided. In matters relating to police authority sets precedent within limits delegated by the State of Minnesota and the Breezy Point City Council while directing the work of all department personnel. Presents budget recommendations to the City Administrator for inclusion in the overall City budget.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

Makes field decisions within the limits of professional standards and department operating rules.

403.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supervises police personnel in the work of law enforcement and public safety in order to ensure high performance of the department.

    (a) Leads the process of screening, interviewing, and selecting personnel in order to fill open positions with the best qualified candidates.

    (b) Organizes and administers the training and continuing education of officers in matters of procedure, law and ethics, delegating activities as appropriate, in order to ensure a well-trained and knowledgeable force.

    (c) Manages staff performance through informal daily and formal annual performance reviews, intervening when appropriate to guide behaviors, maintain discipline, and improve job performance.

    (d) Investigates or initiates outside investigations if complaints are directed toward the department or individuals within the department.

    (e) Administers disciplinary action, including termination, when necessary, using legal

counsel as appropriate to ensure adequacy of process.

(f) Establishes professional standards and operating procedures for all department staff and recommends policies to the City Administrator and City Council in situations requiring ratification.

2. Working with City Administrator prepares and administers the Police Department budget and controls expenses to meet budget objectives.

   (a) Using direction from the City Administrator and City Council regarding the desired level of police service, develops staffing plans to meet objectives and identifies related costs.

   (b) Develops a multi-year capital equipment plan to minimize cost of equipment while maintaining an acceptable level of equipment reliability.

   (c) Research major purchases and presents options for purchase as well as justification for purchases to the City Administrator.

   (d) Responsible for the care of equipment and the economical use of equipment materials and supplies by the department.

3. Coordinates activities with other communities, police and emergency service agencies to ensure effective cooperation and to enhance regional public safety.

   (a) Maintains relationships with neighboring communities by actively promoting communications with counterparts and securing mutual aid agreements.

   (b) Negotiates contracts to provide police service to township areas in order to share the cost of police coverage.

4. Plans and schedules coverage to meet public safety needs of the community in the most effective manner.

   (a) Considers the load history of the department based on the frequency and type of calls and schedules coverage to meet those needs.

   (b) Cultivates a roster of part-time employees to fill in during peak demand periods and to cover department vacations.

5. Acts as the primary communicator to the public and media in matters relating to police activities.

   (a) Determines whether information is public or private in nature based on circumstances and the law.

(b) Works to maintain public support for the police department by presenting a favorable impression through individual and mass communications.

(c) Maintains a strong relationship with the City Council by providing regular structured reports as well as informal updates regarding police activities.

(d) Works with businesses and event planners to address related public safety needs in an effective manner.

(e) Serves as a direct contact for reporters and other members of the media in matters involving the department.

6. Performs routine police work in the community.

(a) Participates in patrol activities, observes traffic, and determines when drivers are violating traffic laws or endangering the public and intervenes as necessary to ensure public safety.

(b) Issues citations or warnings for traffic incidents, using judgment to determine the appropriate action based on circumstances.

(c) Participates in investigations by analyzing information, identifying patterns, interviewing witnesses, collecting, and safeguarding evidence, viewing crime scenes and similar activities.

(d) Serves as a leader in times of civil defense emergencies, ensuring effective control of events within the city.

7. Responds to medical emergencies for service and provides Basic Life Support, including variances approved by the medical director, within the community.

(a) Provides compassionate, basic life support care to patients of all ages at the scene and in the ambulance.

(b) Coordinates patient care with partner and other responders providing care.

(c) Secures accident scenes and applies first aid to victims of trauma, seeking to stabilize them until medical personnel are available.

(d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

8. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

9. Ensures appropriate documentation of police activities and directs the retention of police records.

10. Performs other duties as may be required.

403.4 MINIMUM QUALIFICATIONS

The job requires a two-year law enforcement degree and three or more years of related experience, including two or more years of supervisory experience, or equivalent. Applicants must be eligible for licensing as a police officer in the State of Minnesota.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Current Minnesota Emergency Medical Technician (EMT) Certification and Basic Life Support Certification.

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

403.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians EMT or AEMT certification.

Additional pre-hospital certifications including: Advanced Cardiac Life Support (ACLS) certification, Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an emergency care provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

403.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians EMT or AEMT certification. ITLS or PHTLS and previous EMS experience in an advanced life support service preferred. Previous experience in corrections, police patrol or a closely related activity is preferred, but not required. Experience working with computer and software related to police work is preferred.

403.5 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Work is mainly sedentary with periods of intense effort to perform rescues or restrain uncooperative individuals. The majority of time is spent in heated and air-conditioned offices or automobiles with up to 15% of the time exposed to extreme

conditions of heat and cold.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

405 – Job Description: Police Sergeant/Paramedic

405.1 POSITION SUMMARY

The Police Sergeant is responsible for assisting the Police Chief in directing and controlling the police department in order to protect and safeguard the community through crime prevention, administration of statutes and ordinances, traffic regulation and emergency response. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

Additionally, the Police Sergeant/Paramedic provides high-quality Advanced Life Support medical care to the sick and injured, when necessary.

405.2 SCOPE OF RESPONSIBILITY

Sets precedent within limits of authority delegated by Chief of Police and City Council while assisting the Chief of Police in directing the daily work all department personnel.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

Makes field decisions within the limits of professional standards and department operating rules.

405.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supervises police personnel in the work of law enforcement and public safety in order to ensure high performance of the department.

    (a) Participates in the process of screening, interviewing, and selecting personnel in order to fill open positions with the best qualified candidates.

    (b) Organizes and administers the training and continuing education of officers in matters of procedure, law, and ethics, delegating activities as appropriate, in order to ensure a well-trained and knowledgeable force.

    (c) Monitors staff performance through informal daily and formal annual performance reviews, intervening when appropriate to guide behaviors, maintain discipline, and improve job performance.

    (d) Investigates outside investigations if complaints are directed toward the department or individuals within the department, as directed by the Chief of Police.

    (e) Recommends disciplinary action, when necessary.

    (f) Communicates and enforces professional standards and operating procedures for all department staff and recommends policies to the Chief of Police.

2. Assists the Chief of Police in preparing and administering the Police Department budget and controls expenses to meet budget objectives.

    (a) Develops an equipment maintenance plan to minimize cost of maintaining equipment while maintaining an acceptable level of equipment reliability.

    (b) Signs off on budgeted purchases in the absence of the Chief of Police.

    (c) Assists the Chief with the researching of major purchases and presents options for purchase as well as justification for purchases to the Chief of Police.

    (d) Responsible for the care of equipment and the economical use of equipment materials and supplies by the department.

3. Coordinates activities with other communities, police, and emergency service agencies to ensure effective cooperation and to enhance regional public safety.

    (a) Maintains relationships with neighboring communities by actively promoting communications with counterparts and securing mutual aid agreements.

    (b) Ensures that officers are cooperating with other agencies and informs the Chief of Police of any concerns that arise.

4. Assists the Chief of Police by planning and scheduling coverage to meet public safety needs of the community in the most effective manner.

    (a) Considers the load history of the department based on the frequency and type of calls and schedules coverage to meet those needs.

    (b) Contacts part-time employees to fill in during peak demand periods and to cover department vacations.

    (c) Schedules own working time to cover hours when supervision is likely to be required.

5. Assists the Chief of Police in communicating to the public and media in matters relating to police activities.

    (a) Determines whether information is public or private in nature based on circumstances and the law.

    (b) Works to maintain public support for the police department by presenting a favorable impression through individual and mass communications.

    (c) Works with businesses and event planners to address related public safety needs

in an effective manner.

(d) Serves as a direct contact for reporters and other members of the media in matters involving the department in the absence of the Chief of Police.

(e) Prepares press releases and serves as a direct contact for reporters and other members of the media in routine matters involving the department.

6. Performs routine police work in the community.

(a) Participates in patrol activities, observes traffic, and determines when drivers are violating traffic laws or endangering the public and intervenes as necessary to ensure public safety.

(b) Issues citations or warnings for traffic incidents, using judgment to determine the appropriate action based on circumstances.

(c) Participates in investigations by analyzing information, identifying patterns, interviewing witnesses, collecting, and safeguarding evidence, viewing crime scenes and similar activities.

(d) Serves as a leader in times of natural and made-made disaster, ensuring effective control of events within the city.

7. Responds to medical emergencies for service and provides Advanced Life Support within the community.

(a) Provides compassionate, advanced life support care to patients of all ages at the scene and in the ambulance.

(b) Coordinates patient care with partner and other responders providing care.

(c) Secures accident scenes and applies first aid to victims of trauma, seeking to stabilize them until medical personnel are available.

(d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

(e) Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

8. Ensures appropriate documentation of police activities and directs the retention of police records.

9. Performs other duties as may be required.

405.4 MINIMUM QUALIFICATIONS

The job requires a two-year law enforcement degree and three or more years of related experience. Previous supervisory experience is preferred. Applicants must be eligible for licensing as a police officer in the State of Minnesota.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Minnesota Paramedic Certification, AHA Advanced Cardiac Life Support certification (or equivalent), AHA Basic Life Support Certification (or equivalent).

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

402.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians Paramedic certification. Additional pre-hospital certifications including: Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an advanced life support provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

405.6 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Much of the workday is spent in a patrol vehicle. Work involves frequent entering and exiting the vehicle. Candidates must be able to climb ladders, walk or run on uneven surfaces and drag up to 185 pounds for 50 ft. Occasional lifting, pushing or pulling of weight over 60 pounds is required. The job requires qualification with a firearm. The job requires moderate attention to detail or deadlines between 45% and 70% of the time. Up to 15% of the time the officer may be exposed to extreme conditions involving weather and accident or crime scenes.

Often working in stressful situations due to emergencies. There is exposure to evidence of trauma, violence, and disturbing crimes. There is occasional exposure to evidence which may be hazardous. The employee must be able to exert self-control as members of the public may be difficult to deal with. The job involves dealing with and calming individuals who are emotionally charged over an issue.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

406 – Job Description: Police Sergeant/EMT

406.1 POSITION SUMMARY

The Police Sergeant is responsible for assisting the Police Chief in directing and controlling the police department in order to protect and safeguard the community through crime prevention, administration of statutes and ordinances, traffic regulation and emergency response. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

Additionally, the Police Sergeant/EMT provides high-quality Basic Life Support medical care to the sick and injured. when necessary.

406.2 SCOPE OF RESPONSIBILITY

Sets precedent within limits of authority delegated by Chief of Police and City Council while assisting the Chief of Police in directing the daily work all department personnel. Makes field decisions within the limits of professional standards and department operating rules.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

406.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Supervises police personnel in the work of law enforcement and public safety in order to ensure high performance of the department.

    (a) Participates in the process of screening, interviewing, and selecting personnel in order to fill open positions with the best qualified candidates.

    (b) Organizes and administers the training and continuing education of officers in matters of procedure, law, and ethics, delegating activities as appropriate, in order to ensure a well-trained and knowledgeable force.

    (c) Monitors staff performance through informal daily and formal annual performance reviews, intervening when appropriate to guide behaviors, maintain discipline, and improve job performance.

    (d) Investigates outside investigations if complaints are directed toward the department or individuals within the department, as directed by the Chief of Police.

    (e) Recommends disciplinary action, when necessary.

    (f) Communicates and enforces professional standards and operating procedures for all department staff and recommends policies to the Chief of Police.

2. Assists the Chief of Police in preparing and administering the Police Department budget and controls expenses to meet budget objectives.

    (a) Develops an equipment maintenance plan to minimize cost of maintaining equipment while maintaining an acceptable level of equipment reliability.

    (b) Signs off on budgeted purchases in the absence of the Chief of Police.

    (c) Assists the Chief with the researching of major purchases and presents options for purchase as well as justification for purchases to the Chief of Police.

    (d) Responsible for the care of equipment and the economical use of equipment materials and supplies by the department.

3. Coordinates activities with other communities, police, and emergency service agencies to ensure effective cooperation and to enhance regional public safety.

    (a) Maintains relationships with neighboring communities by actively promoting communications with counterparts and securing mutual aid agreements.

    (b) Ensures that officers are cooperating with other agencies and informs the Chief of Police of any concerns that arise.

4. Assists the Chief of Police by planning and scheduling coverage to meet public safety needs of the community in the most effective manner.

    (a) Considers the load history of the department based on the frequency and type of calls and schedules coverage to meet those needs.

    (b) Contacts part-time employees to fill in during peak demand periods and to cover department vacations.

    (c) Schedules own working time to cover hours when supervision is likely to be required.

5. Assists the Chief of Police in communicating to the public and media in matters relating to police activities.

    (a) Determines whether information is public or private in nature based on circumstances and the law.

    (b) Works to maintain public support for the police department by presenting a favorable impression through individual and mass communications.

    (c) Works with businesses and event planners to address related public safety needs in an effective manner.

(d) Serves as a direct contact for reporters and other members of the media in matters involving the department in the absence of the Chief of Police.

(e) Prepares press releases and serves as a direct contact for reporters and other members of the media in routine matters involving the department.

6. Performs routine police work in the community.

   (a) Participates in patrol activities, observes traffic, and determines when drivers are violating traffic laws or endangering the public and intervenes as necessary to ensure public safety.

   (b) Issues citations or warnings for traffic incidents, using judgment to determine the appropriate action based on circumstances.

   (c) Participates in investigations by analyzing information, identifying patterns, interviewing witnesses, collecting, and safeguarding evidence, viewing crime scenes and similar activities.

   (d) Serves as a leader in times of natural and made-made disaster, ensuring effective control of events within the city.

7. Responds to medical emergencies for service and provides Advanced Life Support within the community.

   (a) Provides compassionate, advanced life support care to patients of all ages at the scene and in the ambulance.

   (b) Coordinates patient care with partner and other responders providing care.

   (c) Secures accident scenes and applies first aid to victims of trauma, seeking to stabilize them until medical personnel are available.

   (d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

8. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

9. Ensures appropriate documentation of police activities and directs the retention of police records.

10. Performs other duties as may be required.

406.4 MINIMUM QUALIFICATIONS

The job requires a two-year law enforcement degree and three or more years of related experience. Previous supervisory experience is preferred. Applicants must be eligible for licensing as a police officer in the State of Minnesota.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Current Minnesota Emergency Medical Technician (EMT) Certification and Basic Life Support Certification.

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

403.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians EMT or AEMT certification.

Additional pre-hospital certifications including: Advanced Cardiac Life Support (ACLS) certification, Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an emergency care provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

406.6 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Much of the workday is spent in a patrol vehicle. Work involves frequent entering and exiting the vehicle. Candidates must be able to climb ladders, walk or run on uneven surfaces and drag up to 185 pounds for 50 ft. Occasional lifting, pushing or pulling of weight over 60 pounds is required. The job requires qualification with a firearm. The job requires moderate attention to detail or deadlines between 45% and 70% of the time. Up to 15% of the time the officer may be exposed to extreme conditions involving weather and accident or crime scenes.

Often working in stressful situations due to emergencies. There is exposure to evidence of trauma, violence, and disturbing crimes. There is occasional exposure to evidence which may be hazardous. The employee must be able to exert self-control as members of the public may be difficult to deal with. The job involves dealing with and calming individuals who are emotionally

charged over an issue.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

408 – Job Description: Police Officer/Paramedic

408.1 POSITION SUMMARY

The Police Officer/Paramedic is primarily responsible to protect and safeguard the community through modern law enforcement, crime prevention, community relations, administration of statutes and ordinances, traffic regulation and emergency response. Additionally, the Police Officer/Paramedic provides quality Advanced Life Support medical care to the sick and injured when necessary. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

408.2 SCOPE OF RESPONSIBILITY

The Police Officer/Paramedic works with limited direct supervision and under the departmental policies established by the Police Chief. Makes field decisions within the limits of professional standards and department operating rules.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

408.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Actively patrols areas with the City and contract service areas to enforce traffic regulations, City Codes and State Statues.

    (a) Investigates complaints and violations when they are reported by citizens, including misdemeanors, gross misdemeanors, and felony crimes.

    (b) Conducts traffic stops, issues warnings or citations for misdemeanor violations.

    (c) Detains and arrests violators when the magnitude of the offense and the evidence available justifies such action.

    (d) Coordinates crime prevention and community relation activities; makes presentations to neighborhood and civic groups, schools, and businesses.

2. Responds to medical emergencies for service and provides Advanced Life Support within the community.

    (a) Provides compassionate, advanced life support care to patients of all ages at the scene and in the ambulance.

    (b) Coordinates patient care with partner and other responders providing care.

    (c) Secures accident scenes and applies first aid to victims of trauma, seeking to stabilize them until medical personnel are available.

(d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

3. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

4. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

5. Prepares records of activities per professional and department policy.

    (a) Prepares daily logs of activities in a timely manner, providing sufficient details to support possible court appearances at later dates.

    (b) Obtains evidence and secures crime scenes using appropriate police procedures, including obtaining search warrants when necessary.

    (c) Safeguards evidence and maintain continuous chain of custody when evidence may be used for legal action.

    (d) Provides police reports to citizens involved in automobile accidents or property crimes.

    (e) Prepares for and attends criminal/civil court proceedings.

6. Coordinates crime prevention efforts through public education, activities in schools and other civic involvement.

7. Engages in, and assists in administering, training and certification in matters of procedure, law, and ethics.

    (a) Takes an active role in continued professional development.

    (b) Trains and prepares to respond to a mass casualty event.

    (c) Conducts firearms training and weapon maintenance.

    (d) Submits proper paperwork to State Board.

8. Assists officers and performs other duties as assigned or apparent.

408.4 MINIMUM QUALIFICATIONS

Qualifications include graduation from a two-year technical or college program and eligibility for licensing as a police officer and any equivalent combination of education, training and experience which provides the requisite knowledge, skills, and abilities for this position.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Minnesota Paramedic Certification, AHA Advanced Cardiac Life Support certification (or equivalent), AHA Basic Life Support Certification (or equivalent).

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

402.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians Paramedic certification. Additional pre-hospital certifications including: Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an advanced life support provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

408.5 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Much of the workday is spent in a patrol vehicle. Work involves frequent entering and exiting the vehicle. Candidates must be able to climb ladders, walk or run on uneven surfaces and drag up to 185 pounds for 50 ft. Occasional lifting, pushing, or pulling of weight over 60 pounds is required. The job requires qualification with a firearm. The job requires moderate attention to detail or deadlines between 45% and 70% of the time. Up to 15% of the time the officer may be exposed to extreme conditions involving weather and accident or crime scenes.

Often working in stressful situations due to emergencies. There is exposure to evidence of trauma, violence, and disturbing crimes. There is occasional exposure to evidence which may be hazardous. The employee must be able to exert self-control as members of the public may be difficult to deal with. The job involves dealing with and calming individuals who are emotionally charged over an issue.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

409 – Job Description: Police Officer/EMT

409.1 POSITION SUMMARY

The Police Officer is responsible for the protection of life and property within the community through active patrol, crime prevention, administration of statutes and ordinances, traffic regulation and rendering aid at medical emergencies and accidents. This position is also expected to present testimony in documents and oral court testimony regarding criminal cases.

Additionally, the Police Officer/EMT provides quality Basic Life Support medical care, the sick and injured when necessary.

409.2 SCOPE OF RESPONSIBILITY

The Police Officer/EMT works with limited direct supervision and under the departmental policies established by the Police Chief. Makes field decisions within the limits of professional standards and department operating rules.

The delivery of medical care will be conducted in accordance with established clinical care guidelines and medical control directions.

409.3 ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Actively patrols areas with the City and contract service areas to enforce traffic regulations, City Codes and State Statues.

    (a) Investigates complaints and violations when they are reported by citizens; gross misdemeanors and felony crimes.

    (b) Conducts traffic stops, issues warnings or citations for misdemeanor violations.

    (c) Detains and arrests violators when the magnitude of the offense and the evidence available justifies such action.

    (d) Coordinates crime prevention and community relation activities; makes presentations to neighborhood and civic groups, schools, and businesses.

2. Responds to medical emergencies for service and provides Basic Life Support within the community.

    (a) Provides compassionate, basic life support care to patients of all ages at the scene and in the ambulance.

    (b) Coordinates patient care with partner and other responders providing care.

    (c) Secures accident scenes and applies first aid to victims of trauma, seeking to

stabilize them until medical personnel are available.

(d) Responds to non-accident-related medical calls and seeks to provide first response aid to resuscitate and/or stabilize individuals until further help arrives.

3. Assists other emergency response personnel with control of accident and other emergency scenes. Controls crowds and traffic, clears access routes and provides escort to emergency vehicles.

4. Prepares records of activities per professional and department policy.

   (a) Prepares daily logs of activities in a timely manner, providing sufficient details to support possible court appearances at later dates.

   (b) Obtains evidence and secures crime scenes using appropriate police procedures, including obtaining search warrants when necessary.

   (c) Safeguards evidence and maintain continuous chain of custody when evidence may be used for legal action.

   (d) Provides police reports to citizens involved in automobile accidents or property crimes.

   (e) Prepares for and attends criminal/civil court proceedings.

5. Coordinates crime prevention efforts through public education, activities in schools and other civic involvement.

6. Engages in, and assists in administering, training and certification in matters of procedure, law, and ethics.

   (a) Takes an active role in continued professional development.

   (b) Trains and prepares to respond to a mass casualty event.

   (c) Conducts firearms training and weapon maintenance.

   (d) Submits proper paperwork to State Board.

7. Assists officers and performs other duties as assigned or apparent.

409.4 MINIMUM QUALIFICATIONS

Qualifications include graduation from a two-year technical or college program and eligibility for licensing as a police officer, successful completion of an EMT training program, and any equivalent combination of education, training and experience which provides the requisite knowledge, skills, and abilities for this position.

Possession of Minnesota Class D Driver's License with no suspensions or revocations within the previous two years is required.

Current Minnesota Emergency Medical Technician (EMT) Certification and Basic Life Support Certification.

Approval of ~~North Memorial Health Ambulance (NMHA)~~ the program Medical Director is required. ~~Must maintain casual employment status with North Memorial Health Ambulance and meet all clinical/standards set forth by NMHA.~~ Must meet all clinical standards set forth by the Medical Director and the Breezy Point Police Department.

403.5 DESIREABLE QUALIFICATIONS

National Registry of Emergency Medical Technicians EMT or AEMT certification.

Additional pre-hospital certifications including: Advanced Cardiac Life Support (ACLS) certification, Pediatric Advanced Life Support (PALS) Certification, ITLS, PHTLS, or TECC/TCCC certification.

Previous experience in law enforcement, corrections, or a closely related activity.

Previous experience as an emergency care provider in the pre-hospital environment.

Experience utilizing law enforcement computer systems and software.

409.5 PHYSICAL DEMANDS AND WORKING CONDITIONS

Work is both indoors and outdoors. Much of the workday is spent in a patrol vehicle. Work involves frequent entering and exiting the vehicle. Candidates must be able to climb ladders, walk or run on uneven surfaces and drag up to 185 pounds for 50 ft. Occasional lifting, pushing or pulling of weight over 60 pounds is required. The job requires qualification with a firearm. The job requires moderate attention to detail or deadlines between 45% and 70% of the time. Up to 15% of the time the officer may be exposed to extreme conditions involving weather and accident or crime scenes.

Often working in stressful situations due to emergencies. There is exposure to evidence of trauma, violence, and disturbing crimes. There is occasional exposure to evidence which may be hazardous. The employee must be able to exert self-control as members of the public may be difficult to deal with. The job involves dealing with and calming individuals who are emotionally charged over an issue.

Note: 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 retains the discretion to add duties or change the duties of this position at any time.

TO: Mayor and City Council

FROM: Jerry Bohnsack, Interim City Administrator

RE: 2025 Fee Schedule

DATE: December 2, 2024

Background

The City sets a fee schedule each year. Attached is the proposed fee schedule for 2025. There are only a few changes to the 2025 fee schedule, and they are:

- Columbaria
  - Fees increase slightly each year to cover the City's costs. The proposed increase in 2025 is $20 for each tier.
- Equipment Rental
  - Increased to nearest $5.00

Council Action

Staff recommends that the City Council adopted Resolution setting a fee schedule for 2025.

CITY OF BREEZY POINT
RESOLUTION ---2024

A RESOLUTION SETTING FEES AND CHARGES FOR 2025
FOR THE CITY OF BREEZY POINT

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

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

WHEREAS, a resolution is needed to set fees for 2025;

NOW THEREFORE BE IT RESOLVED that the following fees and charges shall be set and established upon passage of this resolution for 2025.

LICENSING RELATED

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

MISCELLANEOUS FEES

Type of Fee	Fee	
Filing Fee - Affidavit of Candidacy	$10.00	§31.06
Abatement Application	$1,000.00 & $5,000.00 deposit*	
After the fact permit/application	Double the fee & expenses	
Certifying to taxes	$50.00 per occurrence	
NSF Check fee	$30.00	
TIF Application Fee	$1,000.00 & $5,000.00 deposit*	

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

PROPERTY RELATED FEES

Type of Fee	Fee	Authority
After the Fact Zoning Permits	$100.00	§153.122
Amendment, Ordinance	$250.00	§153.122
Amendment, Zoning Map	$250.00*	§153.122
Appeal, Planning Commission	$100.00*	§153.122
Appeal of PC, City Council	$100.00*	§153.118
Comprehensive Plan Amendment	$350.00*	§153.122
Conditional Use, Residential (Including PUD)	$250.00*	§153.122
Conditional Use, Commercial (Including PUD)	$350.00*	§153.122
Culvert (delivered/12" diameter/25 ft. black hdpe)	$225.00	
E911 Address Request	$90.00	
E911 Replacement Sign	$50.00	
E911 Replacement Post	$15.00	
E911 Replacement Post Install	$20.00	
Fill/Excavation (Ordinance Required)	$50.00	§153.122
Interim Use, Commercial	$350.00*	§153.122
Interim Use, Residential	$250.00*	§153.122
Mailbox Support	$95.00	
Mailbox Support Install	$30.00	
Short Term Rental License	$300.00	§115.003
Sign Impoundment Release	$50.00	§153.061
Sign Impoundment Release subsequent	$100.00	§153.061
Special Meeting Fee	$250.00	§153.122
Street Renaming Petition	$100.00 + Sign cost	§70.023
Street Vacation	$250.00	§70.024 (F)(2)
Subdivision, Platting Application	$400.00* + $10/lot	§152.94
Subdivision, Administrative	$50.00	§152.94
Subdivision, Metes and Bounds	$150.00	§152.94
Variance, Commercial	$350.00	§153.122
Variance, Residential	$250.00	§153.122
Zoning Permits (includes signs)	$50.00	§153.122

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

Building Permit Fees

1994 Fee Schedule **MS §326B.121**

Plan review	65% of Bldg. Permit Fee
Plan review of similar plans meeting 1300.0160 subd. 6	25% of Bldg. permit Fee

State Surcharge amount is equivalent to one half mil (.0005) of the fee or $1.00 for all fixed fee permits.
State surcharge fees shall be in accordance with MN Statutes, Chapter 326B.

Total Valuation	**Fee**
$1.00 to $500.00	$21.00
$501.00 to 2,000.00	$21.00 for the first $500.00 plus $2.75 for each additional $100.00, or fraction thereof, to and including $2000.00.
$2,001.00 to $25,000.00	$62.25 for the first $2,000.00 plus $12.50 for each additional 1,000.00, or fraction thereof, to and including $25,000.00.
$25,001.00 to $50,000.00	$349.75 for the first $25,000.00 plus $9.00 for each additional $1,000.00, or fraction thereof, to and including $50,000.00.
$50,001.00 to $100,000.00	$574.75 for the first $50,000.00 plus $6.25 for each additional $1,000.00, or fraction thereof, to and including $100,000.00.
$100,001.00 to $500,000.00	$887.25 for the first $100,000.00 plus $5.00 for each additional $1,000.00, or fraction thereof, to and including $500,000.00.
Building Permit Fees cont.	
$500,001.00 to $1,000,000.00	$2,887.25 for the first $500,000.00 plus $4.25 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00.
$1,000,001.00 and up	$5,012.25 for the first $1,000,000.00 plus $2.75 for each additional $1,000.00, or fraction thereof.
Demolition /Moving Building	$50.00 & $1.00 surcharge
Fence (over 6' in height)	$40.00 & $1.00 surcharge
Fireplace	$50.00 & $1.00 surcharge
After the fact building permit fee penalty	Shall be equal to building permit Fee
Mechanical (New Residential)	$100.00/unit & $1.00 surcharge
Mechanical (Replace Existing Residential)	$35.00/unit & $1.00 surcharge
Building Permit Fees Cont.	
Plumbing Fee (Residential)	$7.00/opening & $1.00 surcharge

Re-Inspection Fee	$40 per inspection
Re-Roof (Residential)	$35.00 & $1.00 surcharge
Re-Side (Residential)	$35.00 & $1.00 surcharge
Retaining Wall (Over 4ft)	$40.00 & $1.00 surcharge
Water Heater - Gas	$35.00 & $1.00 surcharge
Other Maintenance Work as determined by the Building Official	$40.00 & $1.00 surcharge
Refund Policy	Requests must be made in writing by permit applicant before any work has started. The applicant shall be responsible for 100% of plan review fee. All other fees shall be refunded.
Permit Expiration	Each permit issued shall expire if the work authorized by the permit is not commenced within 180 days from the date issued, or if a new inspection has not been scheduled or conducted for a period of 180 days after the last inspection.
Reissuance of Expired Permit	50% of building permit fee (plus plan review fee, if changes have been made to original plans)

Commercial Mechanical and Plumbing fees are based on valuation.
Manufactured home install fees shall be based on the valuation of on-site work only.

UTILITY RELATED FEES

Type of Fee	Fee	Authority
Sewer Availability Charge	$3,250.00	§53.08 (C)(5)
Sewer main Charge – Prior 2011 projects	$4,288.20	§53.08 (C)(2&3)
Sewer Connection Permit	$75.00	§50.02
Sewer Disconnection Fee	$75.00	§50.02
Sewer Re-connection Fee	$75.00	§52.04 (B)
Sewer Service per ERU	$75.00/quarter	§50.02
Quarterly Sewer Charge per ERU	$75.00	§50.02
Sewer Administrative Fee, Delinquent	$25.00	§50.04 (A)
Sewer Late Fee	10% of unpaid balance	§50.04
Minimum Charge Metered Sewer Fee/Quarter (Includes first 12,000 gal)		§53.11
5/8 inch	$57.64	
¾ inch	$62.70	
1 inch	$64.79	
1 ½ inch	$66.85	
Larger or special meters	to be determined at time of installation	
Additional Flow above 12,000 gallons	$8.82/1000	

UTILITY RELATED FEES CONT.

Water Meter Charges

5/8 inch with remote read	$110.25
¾ inch with remote read	$149.10
1 inch with remote read	$178.50
Larger or special meters	Cost plus handling

CHARGES FOR SERVICES

Type of Fee	Fee
Assessment Searches	$15.00
Ball Field Reservation	$10.00
Community Room Rental -	
City Activity + Gov't meetings	no charge
Local Youth Club/Events	no charge / 1 inside event per month
Local School District/Community Education	no charge
All other uses	$50/hour with minimum 2 hour rental
Copy of meeting Audio	$5.00
Copy of meeting DVD	$5.00
Copies:	$.25/copy
2-sided	$.50/copy
Certified	$.50/copy
Color	$1.00
Documentation Search	Loaded labor rate, first 30 minutes-no charge
Park Pavilion Reservation, Large	$25.00
Park Pavilion Reservation, Small	$10.00
Police CD/DVD	$5.00
Slow Moving Vehicle Signs	$15.00

Equipment Rental Rates
Rates include operator

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

Equipment Rental Rates
Without Operator

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

PELICAN WOODS CEMETERY
RELATED FEES / CHARGES FOR SERVICES

COLUMBARIA:	Price	Property Owner 20% Discount	Total
Upper Tier Niche	$1,460.00	292.00	$1,168.00
Middle Tier Niche	$1,360.00	272.00	$1,088.00
Lower Tier Niche	$1,260.00	252.00	$1,008.00

Shallow Niche – Ends (Discount of $100 from above tier pricing)
Columbarium Opening/Closing: Overtime charge * $150.00 (over 2 hours additional $100.00/hour)

Pelican Woods Cemetery cont.

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

(Additional burial rights on the same lot, purchased after the original purchase - $300.00)

Discounts available to property owners in Breezy Point.

INTERMENT / Traditional Burial
Full Opening (summer/winter) $400.00/$500.00
Overtime charge * - $300.00 (over 2 hours additional $100.00/hour)

INURNMENT / Cremation
Cremains (summer/winter) $200.00/$300.00
Overtime charge * - $150.00 (over 2 hours additional $100.00/hour)

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

MARKER INSTALLATION:

Family Marker	$100.00
Individual Marker	$50.00

Rebecca Ball _____ Brad Scott _____

Steve Jensen _____ Angel Zierden _____

Michael Moroni _____

Adopted this 2nd day of December 2024.

Attest: _____
Mayor Angel Zierden

_____
Jerry Bohnsack, Interim City Administrator



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

Date: 11/21/2024 Time: 2:12 PM

TO: Mayor and City Council

FROM: Joe Zierden, Public Works Supervisor

RE: Sand Beach Drive One Way Sign Removal

DATE: 12/2/24

Background:

Temporarily removing the one-way sign on Sand Beach Drive to allow two-way traffic would help with traffic congestion on Shoreview Lane due to current construction projects. The one-way sign on Sand Beach Drive would be reinstalled at the completion of the construction projects or next spring, whichever comes first. Residents on Shoreview will be notified of the temporary change by flyer if approved.

Requested Action:

A motion to temporarily remove the one-way sign on Sand Beach Drive would be appreciated.

December 2, 2024

Property Owner
Breezy Point, MN 56472

RE: Sand Beach Drive

Dear Property Owner,
On December 2 City Council meeting, the council voted to temporarily remove the one-way sign on Sand Beach Drive. This was done to allow two-way traffic on Sand Beach Drive to mitigate traffic congestion on Shoreview Lane due to current construction projects. Residents may now use the Sand Beach Drive to bypass the portion of Shoreview Lane with construction projects. The one-way sign on Sand Beach Drive will be reinstalled at the completion of the construction projects or next spring, whichever comes first.

Sincerely,

Joe Zierden
Public Works Supervisor
City of Breezy Point
218-820-8809
jzierden@cityofbreezypointmn.us

PARTIAL PAYMENT ESTIMATE
NUMBER 1

Name of Contractor:	Gladen Construction, Inc. 40739 US Highway 71 Laporte, MN 56461	
Name of Owner:	City of Breezy Point 8319 County Road 11 Breezy Point, MN 56472	
Date of Completion: **Original:** See Agreement **Revised:**	**Amount of Contract:** **Original:** $126,984.59 **Revised:**	**Dates of Estimate:** **From:** 11/7/24 **To:** 11/27/24

Description of Project:
SHOREVIEW LANE ICE DAMAGE REPAIR

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	$16,000.00	$16,000.00	1	$16,000.00	1	$16,000.00
2101.505	CLEARING	0.1	ACRE	$12,000.00	$1,200.00	0.1	$1,200.00	0.1	$1,200.00
2104.504	REMOVE BITUMINOUS PAVEMENT	90	SQ YD	$18.00	$1,620.00				
2105.607	COMMON EXCAVATION	113	CU YD	$116.00	$13,108.00	113	$13,108.00	113	$13,108.00
2105.607	COMMON BORROW (CV)	91	CU YD	$80.00	$7,280.00	10	$800.00	10	$800.00
2108.504	GEOTEXTILE FABRIC TYPE 3	584	SQ YD	$4.25	$2,482.00	584	$2,482.00	584	$2,482.00
2211.507	AGGREGATE BASE (CV) CLASS 5	18.6	CU YD	$205.00	$3,813.00				
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;B)	30	TON	$215.00	$6,450.00				
2511.507	RANDOM RIPRAP CLASS IV	422	CU YD	$115.00	$48,530.00	406	$46,690.00	406	$46,690.00
2563.601	TRAFFIC CONTROL	1	LUMP SUM	$1,000.00	$1,000.00	1	$1,000.00	1	$1,000.00
2564.502	DELINEATOR TYPE X4-3	13	EACH	$125.00	$1,625.00				
2573.501	STABILIZED CONSTRUCTION EXIT	1	LUMP SUM	$500.00	$500.00				
2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	678	LIN FT	$17.00	$11,526.00	750	$12,750.00	750	$12,750.00
2574.507	COMMON TOPSOIL BORROW	36	CU YD	$150.00	$5,400.00	48	$7,200.00	48	$7,200.00
2574.508	FERTILIZER TYPE 3	40	POUND	$1.00	$40.00				
2575.505	SEEDING	0.06	ACRE	$950.00	$57.00				
2575.508	SEED MIXTURE WINTER WHEAT (WW)	7	POUND	$0.97	$6.79				
2575.508	SEED MIXTURE NORTHEAST ROADSIDE (NER)	27	POUND	$47.65	$1,286.55				
2575.508	HYDRAULIC MULCH MATRIX	234	POUND	$5.00	$1,170.00				
2577.502	LIVE STAKES	195	EACH	$19.95	$3,890.25	195	$3,890.25	195	$3,890.25
TOTAL:					**$126,984.59**		**$105,120.25**		**$105,120.25**

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	$105,120.25	$105,120.25
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	$5,256.01	$5,256.01
PREVIOUS PAYMENTS		
AMOUNT DUE	$99,864.24	$99,864.24

Estimated Percentage Completed: 82.8%

CONTRACTOR'S CERTIFICATION:
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : GLADEN CONSTRUCTION, INC.

BY: Amanda Olson

Date: 12/2/24

ENGINEER'S CERTIFICATION:
The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

BY: David S. Reese, P.E.

Date: 12/2/2024

APPROVED BY CITY OF BREEZY POINT:

BY: _____
City Administrator / City Clerk

Date: _____

APPROVED BY CITY OF BREEZY POINT:

BY: _____
Mayor

Date: _____

HYTEC
CONSTRUCTION
11360 Business 371, PO Box 621
Brainerd, MN 56401
(218) 829-8529 (218) 829-5383 FAX

Invoice Number : 14807
Invoice Date : 11/27/2024
Customer Number : BREE01
Job Number : 24134
Due Date : 12/27/2024

Sold To:
City of Breezy Point
HCR 2, Box 46

Breezy Point, MN 56472

Job:
Breezy Point City Hall
8319 Co Rd 11
Breezy Point,MN56472

ALL INVOICES ARE DUE PER THE CONTRACT OR NET 30 DAYS. FINANCE CHARGES OF 18.0%/YR WILL BE ASSESSED ON ALL LATE INVOICE

Date	Description	Amount
11/27/2024	Pay Application #2	232,981.28
	GROSS BILLINGS :	232,981.28
	NET BILLINGS :	232,981.28

Thank You

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF ??? PAGES

TO OWNER City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

PROJECT: Renovation of City Hall
Breezy Point, MN

APPLICATION NO: TWO

Distribution to:
[ ] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

PERIOD TO: November 30, 2024

FROM CONTRACTOR:
Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainard, MN 56401

VIA ARCHITECT: Widseth
7804 Industrial Park Rd S.
Baxter, MN 56425

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: August 28, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 2,946,721.06
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,946,721.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 371,200.82
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 371,200.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 138,219.54
8. CURRENT PAYMENT DUE		$ 232,981.28
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 2,575,520.24

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By: _____ Date: November 27, 2024

State of Minnesota County of Crow Wing
Subscribed and sworn to before me this 27th day of November 2024
Notary Public: _____
My Commission expires: 01/31/2025

BRENDA BRAY
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 232,981.28

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Widseth

By: _____ Date: 2024-11-27

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: TWO
APPLICATION DATE: 11/25/2024
PERIOD TO: 11/30/2024
ARCHITECT'S PROJECT NO: Breezy City Hall

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Requirements	$50,719.47	$5,579.13	$4,564.76	$0.00	$10,143.89	20.00%	$40,575.58	$0.00
	Sitework	$313,153.19	$43,841.45	($0.00)	$0.00	$43,841.45	14.00%	$269,311.74	$0.00
	Utilities	$199,054.60	$9,952.73	$0.00	$0.00	$9,952.73	5.00%	$189,101.87	$0.00
	Concrete	$99,208.15	$29,762.45	$69,445.70	$0.00	$99,208.15	100.00%	$0.00	$0.00
	Masonry	$119,862.05	$0.00	$0.00	$0.00		0.00%	$119,862.05	$0.00
	Metals	$9,799.48	$0.00	$0.00	$0.00		0.00%	$9,799.48	$0.00
	Carpentry - Cabinets	$326,636.61	$0.00	$114,322.81	$0.00	$114,322.81	35.00%	$212,313.80	$0.00
	Thermal & Moisture	$219,185.35	$8,767.41	$21,918.54	$0.00	$30,685.95	14.00%	$188,499.40	$0.00
	Openings - Doors/Frames/Hardware	$215,309.66	$0.00	$0.00	$0.00		0.00%	$215,309.66	$0.00
	Finishes	$269,018.43	$0.00	$0.00	$0.00		0.00%	$269,018.43	$0.00
	Specialties	$79,611.55	$0.00	$0.00	$0.00		0.00%	$79,611.55	$0.00
	Furniture	$128,692.06	$0.00	$0.00	$0.00		0.00%	$128,692.06	$0.00
	Fire Suppression	$208,253.29	$0.00	$0.00	$0.00		0.00%	$208,253.29	$0.00
	Plumbing	$85,709.87	$8,570.99	$6,856.79	$0.00	$15,427.78	18.00%	$70,282.09	$0.00
	HVAC	$161,192.70	$0.00	$0.00	$0.00		0.00%	$161,192.70	$0.00
	Electrical	$396,817.19	$31,745.38	$15,872.68	$0.00	$47,618.06	12.00%	$349,199.13	$0.00
	Communication & Life Safety	$64,497.41	$0.00	$0.00	$0.00		0.00%	$64,497.41	$0.00
	PAGE TOTALS	$2,946,721.06	$138,219.54	$232,981.28	$0.00	$371,200.82	12.60%	$2,575,520.24	$0.00

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HYTEC CONSTRUCTION
11360 Business 371, PO Box 621
Brainerd, MN 56401
(218) 829-8529 (218) 829-5383 FAX

Invoice Number : 14750
Invoice Date : 10/28/2024
Customer Number : BREE01
Job Number : 24134
Due Date : 11/28/2024

Sold To:
City of Breezy Point
HCR 2, Box 46

Breezy Point, MN 56472

OCT 31 2024

Job:
Breezy Point City Hall
8319 Co Rd 11
Breezy Point,MN56472

ALL INVOICES ARE DUE PER THE CONTRACT OR NET 30 DAYS. FINANCE CHARGES OF 18.0%/YR WILL BE ASSESSED ON ALL LATE INVOICE

Date	Description	Amount
10/28/2024	Pay Application #1	138,219.54
	GROSS BILLINGS :	138,219.54
	NET BILLINGS :	138,219.54

Thank You

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF ??? PAGES

TO OWNER: City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

PROJECT: Renovation of City Hall
Breezy Point, MN

APPLICATION NO: ONE

Distribution to:
[ ] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

PERIOD TO: October 31, 2024

FROM CONTRACTOR:
Hy-Tec Construction of Brainerd, Inc
PO Box 621, 11360 Business 371
Brainard, MN 56401

VIA ARCHITECT: Widseth
7804 Industrial Park Rd S.
Baxter, MN 56425

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: August 28, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 2,946,721.06
2. Net change by Change Orders		$
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 2,946,721.06
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 138,219.54
5. RETAINAGE:		
a. ____ % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 138,219.54
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ 138,219.54
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 2,808,501.52

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By: _____ Date: October 28, 2024

State of Minnesota County of Crow Wing
Subscribed and sworn to before me this 28th day of October 2024
Notary Public: _____
My Commission expires: 01/31/2025

BRENDA BRAY
Notary Public-Minnesota
My Commission Expires Jan 31, 2025

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 138,219.54

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Widseth

By: _____ Date: 2024-11-01

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: ONE
APPLICATION DATE: 10/28/2024
PERIOD TO: 10/31/2024
ARCHITECT'S PROJECT NO: Breezy City Hall

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	General Requirements	$50,719.47	$0.00	$5,579.14	$0.00	$5,579.14	11.00%	$45,140.33	$0.00
	Sitework	$313,153.19	$0.00	$43,841.45	$0.00	$43,841.45	14.00%	$269,311.74	$0.00
	Utilities	$199,054.60	$0.00	$9,952.73	$0.00	$9,952.73	5.00%	$189,101.87	$0.00
	Concrete	$99,208.15	$0.00	$29,762.45	$0.00	$29,762.45	30.00%	$69,445.71	$0.00
	Masonry	$119,862.05	$0.00	$0.00	$0.00		0.00%	$119,862.05	$0.00
	Metals	$9,799.48	$0.00	$0.00	$0.00		0.00%	$9,799.48	$0.00
	Carpentry - Cabinets	$326,636.61	$0.00	$0.00	$0.00		0.00%	$326,636.61	$0.00
	Thermal & Moisture	$219,185.35	$0.00	$8,767.41	$0.00	$8,767.41	4.00%	$210,417.94	$0.00
	Openings - Doors/Frames/Hardware	$215,309.66	$0.00	$0.00	$0.00		0.00%	$215,309.66	$0.00
	Finishes	$269,018.43	$0.00	$0.00	$0.00		0.00%	$269,018.43	$0.00
	Specialties	$79,611.55	$0.00	$0.00	$0.00		0.00%	$79,611.55	$0.00
	Furniture	$128,692.06	$0.00	$0.00	$0.00		0.00%	$128,692.06	$0.00
	Fire Suppression	$208,253.29	$0.00	$0.00	$0.00		0.00%	$208,253.29	$0.00
	Plumbing	$85,709.87	$0.00	$8,570.99	$0.00	$8,570.99	10.00%	$77,138.88	$0.00
	HVAC	$161,192.70	$0.00	$0.00	$0.00		0.00%	$161,192.70	$0.00
	Electrical	$396,817.19	$0.00	$31,745.38	$0.00	$31,745.38	8.00%	$365,071.81	$0.00
	Communication & Life Safety	$64,497.41	$0.00	$0.00	$0.00		0.00%	$64,497.41	$0.00
	PAGE TOTALS	$2,946,721.06	$0.00	$138,219.54	$0.00	$138,219.54	4.69%	$2,808,501.52	$0.00

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Memo to: Breezy Point Mayor and City Council

From: Jerry Bohnsack, Interim City Administrator

Date: December 2, 2024

Re: City Administrator Search

We have received three proposals to provide City Administrator recruitment assistance. GMP Consultants, MGT, and DDA.

All three firms have extensive knowledge of municipal government and have assisted numerous communities with searches for City Administrators.

Although each firm utilizes video interviews in their initial screening of applicants, each has assured us that there will be face to face interactions with council and staff throughout the process.

The fee for the service will be approximately $25,000 and should take approximately 12 to 15 weeks.

After reviewing the proposals, the council will need to choose a consultant to initiate the process.



Proposal

OCTOBER 25, 2024

City Manager Recruitment Services

City of Breezy Point, Minnesota

Submitted by:

MICHELE MORAWSKI
CLIENT SERVICES MANAGER
790 FRONTAGE ROAD, SUITE 213
NORTHFIELD, IL 60093
224.415.3791
MMORAWSKI@MGT.US

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Cover Letter

Oct 25, 2024

Deb Runksmeier, Deputy City Clerk
City of Breezy Point
8319 Co. Rd. 11
Breezy Point, MN 56472

RE: PROPOSAL FOR CITY MANAGER

Dear Ms. Runksmeier:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Breezy Point (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

MGT Impact Solutions, LLC (MGT) is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. MGT takes the next step in offering integrated solutions that can accelerate our most important goal: dramatically improving lives by ***advancing and lifting up the communities we serve***.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT a proven leader in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	**MGT Impact Solutions, LLC** 4320 West Kennedy Boulevard | Tampa, Florida 33609 P: 813.327.4717 | www.mgt.us FEIN: 81-0890071
PROPOSAL CONTACT	**Michele Morawski, Client Services Manager** 790 Frontage Road, Suite 213 | Northfield, IL 60093 224.415.3791 | mmorawski@mgt.us

Thank you for the opportunity to submit a proposal to City of Breezy Point. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@mgt.us**.

Regards,

Patrick J. Dyer, Vice President
Authorized to bind the firm

Firm Profile

*Impacting communities **for good**.*

MGT brings ***50 years*** of experience driving positive social change and performance in education, government, nonprofits, and critical infrastructure/private industries through ***assisting clients to strengthen their foundation, change systematically, and enable resiliencies for long-lasting change.*** Since inception, MGT has significantly grown in size and capacity – working with state and local governments and education partners. Today, we bring a team of over **900 professionals** who offer in-depth market knowledge and understanding so we can hit the ground running.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients care about addressing the world's most-pressing problems, and so do we. Their "why" is our why.

MGT | FIRST LOOK

Name: MGT Impact Solutions, LLC (MGT)

Locations: Headquarters in Tampa, FL; branch offices nationwide

Cooperative Contracts:
Allied States Cooperative (ASC) #23-7449, #24-7484
The Interlocal Purchasing System (TIPS) #220601, #220802, #230105

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Strategy and Implementation, Performance and Operations, IT Infrastructure, and Cyber Security and Resilience for public sector and commercial companies.

What sets us apart is our ability to customize and offer individualized support but also the resources of a larger infrastructure to enable flexibility in impacting to-scale. Throughout our history, MGT has successfully delivered more than **30,000 projects** through a thoughtful balance of balancing the "immediate" needs while changing systems to plan for future resilience and success.

Our Commitment

MGT embraces the most complex challenges on the leadership agenda, with deep commitment, agility, and local expertise to make a measurable and profound impact. Simply stated, **We are impacting communities for good.**



50 years

900 consultants

30,000 projects

A Social Impact Commitment

DEFINED BY IMPACT

Making a profound impact on society is at the heart of who we are and what we do. City of Breezy Point should be proud to make a difference in the lives of the citizens in your community, and we are proud to work with you toward this goal. Our team empowers organizations through innovations in people, processes, and technology to lift and strengthen your solutions.

MGT's Expertise

Our firm includes more than **900 professionals**, structured into the following primary groups, along with various internal infrastructure groups to support our operations and growth.



Strategy & Implementation

Working alongside an organization's C-suite, we help leaders co-create strategy through organizational reviews and data analytics to create actionable roadmaps for success.

IT Infrastructure & Digital

We provide engineering expertise to modernize IT infrastructure and ensure your technology implementation is properly designed, integrated, modernized, and maintained.

Cyber Security & Resilience

From real-time, 24/7 monitoring to proactive threat detection and rapid incident response, we can give you the tools to heighten your network's security posture and keep it there.

Performance & Operations

Bridging the gap between strategy and enduring change, we support efficient revenue allocation, promote economic development, and create fairness in hiring and contracting systems.



Our MGT Vision

To achieve our mission of being the social impact and performance leader in our industry, we are continuously improving to earn the privilege of being selected as our clients' partner of choice in the mission-critical domains we impact. By elevating education systems, managing and securing critical networks, solving complex human capital and fiscal problems, and advancing equity as a performance imperative, we can impact communities, for good through client partnership.

Markets we serve:

- Higher Education
- Prek-12
- Government
- Nonprofits
- Commercial Industries

We deliver these solutions through our "three-point stance" of technology, education, and performance offerings. With our long-term vision of creating profound social impact through client performance, we seek out the "best of the best" to join us in our work supporting clients' top priorities.

PEOPLE



We believe in the power of connecting people and ideas which solve mission-critical, complex challenges to foster a trusted connection with our clients...for life.

PURPOSE



We are led by a transformative movement, fueled by people, innovation, and solutions designed to provide enduring opportunities for prosperity and well-being.

PERFORMANCE



We partner with clients to advance learning outcomes, reduce operational costs, recover revenue, improve workflows, and provide resilient and hardened technology networks and infrastructure.

Our Team

The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Mike Brethorst. He will act as your project manager and primary point of contact for this project. All project managers are supported by our Recruitment Team Leader, as well as a recruitment coordinator and reference specialist. Depending on availability at the time a contract is awarded, MGT reserves the right to assign another project manager to ensure the recruitment is completed within an appropriate time frame. Staff biographies are attached as **Appendix A.**

Project Manager & Main Point of Contact



MIKE BRETHORST
Senior Consultant
847-380-3240
MBrethorst@mgt.us

Proposal Inquiries



CHARLENE STEVENS
Vice President, Human Capital Solutions
847.380.3240 x124
CStevens@mgt.us



MICHELE MORAWSKI
Client Services Manager
224.415.3791
MMorawski@mgt.us

Why Choose MGT?

- ✓ ***Unparalleled Expertise and Level of Service***. With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as ***Outstanding*** – indicating a plan to use our services and/or highly recommend us in the future.

- ✓ ***Delivering the Best***. We conduct comprehensive **due diligence** on candidates. Our state-of-the-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, **we ask probing questions** that will verify their expertise during video interviews, reference calls, and news and social media searches.

- ✓ ***A Partner from Start to Finish***. We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your **complete satisfaction**. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.

- ✓ ***Services for Any Budget and Any Search***. We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.

Success Stories

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."



Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



Success Stories

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."

Proposed Work Plan

PHASE 1
POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups), surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of $195/hour plus actual expenses if

incurred). One organizational survey is included. A Community Survey can be conducted for $2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2
ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
  - Leadership and management skills.
  - Size of organization.
  - Experience in addressing challenges and opportunities also outlined in Phase 1.
  - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
  - Public sector online Career Centers.
  - **Social media:** LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
  - MGT will provide the City with a list of advertising options for approval.

PHASE 3
CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
  - Completion of a questionnaire explaining prior work experience.

- Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
- References provided by the candidate are contacted.
- Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4
PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5
INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
  - Candidates' credentials.
  - Set of questions with room for interviewers to make notes.
  - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
- ✓ US Federal Criminal Search
- ✓ Enhanced Verified National Criminal
  - National Sex Offender Registry
  - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
  - Office of Foreign Assets Control (OFAC) Terrorist Database Search
  - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
  - All felonies and misdemeanors reported to the National Database
- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Liens, and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification – All Degrees Earned

Optional: Credit Report – Transunion with score (based on position and state laws)

Optional:

- Professional License Verification
- Drug Screen
- Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

PHASE 6
APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.

Exhibit 1. Proposed Schedule

WORK PLAN TASKS	WEEK													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Phase 1: Position Assessment, Position Announcement, & Brochure	■	■												
Phase 2: Advertising, Candidate Recruitment, & Outreach			■	■	■	■								
Phase 3: Candidate Evaluation & Screening							■	■	■					
Phase 4: Presentation of Recommended Candidates										■				
Phase 5: Interviewing Process & Background Screening											■	■		
Phase 6: Appointment of Candidate													■	■

Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent

speakers on incorporating equity and inclusion into all levels of local government. Additionally, we provide a list of DEI resources on the homepage of the website at mgt.us.

MGT has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Cost Proposal

Defined by Impact. Driven by People.
Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee	$21,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	$1,500
Advertising **Advertising costs over $2,000 will be placed only with client approval. If less than $2,000, Client is only billed for actual cost.*	$2,000*
TOTAL:	**$25,000****

***Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.*

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at $195/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1st Invoice:** Contract Award (40% of the Recruitment Fee).
- **2nd Invoice:** Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- **Final Invoice:** Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Our Guarantee – Full Scope Recruitment

MGT is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not select from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond Phase I advertising is requested, the City will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to the City.

Upon appointment of a candidate, MGT provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of $100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between $100 to $500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.

Appendix A. Consultant Biography

The biography of our proposed consultant is provided on the following page.



Michael Brethorst

Senior Consultant

Michael Brethorst is a seasoned municipal management professional with over 20 years of experience and a robust background in executive recruiting, strategic planning, and community engagement. As a Senior Consultant at MGT, Mike leverages his extensive expertise to offer executive recruiting, compensation studies, and mentorship. His career has spanned various high-impact roles, including Chief Administrative Officer, Director, and Chief of Staff. A retired Lieutenant Colonel in the Army National Guard with 22 years of service, Mike has demonstrated leadership and dedication through multiple overseas deployments and as a Counterintelligence Special Agent.

In addition to his governmental roles, Mike actively contributes to his community as an Adjunct Professor. His experience includes managing departments such as Health and Human Services, facilities and construction, human resources, public utilities and public works, economic development, driving industrial park expansions, business retention, and downtown revitalization. Mike's commitment to professional development is evident in his mentoring of staff and young professionals. His broad experience, both domestically and internationally, showcases his ability to lead and inspire teams towards achieving significant community and organizational goals.

Areas of Expertise

- Executive Recruiting
- Strategic Planning Facilitation
- Compensation Studies
- Public Utilities and Public Works Management
- Human Resources Leadership
- Labor Relations and Negotiations
- Performance Evaluation Implementations
- Organizational Improvement

Education

- M.S., Public, Human Services and Health Administration, Minnesota State University Moorhead, Moorhead, MN
- B.S., Public Administration, Emphasis: Community and Economic Development, St. Cloud State University, St. Cloud, MN
- A.A., Fergus Falls Community and Technical College
- Military: Graduate, Command and General Staff College, Fort Leavenworth

Certifications

- Just Culture Certification Graduate Certificate
- Key Public Power Account Executive (KPPAE), American Public Power Association
- Business Retention and Expansion International, Certified Consultant

Memberships & Affiliations

Minnesota City and County Management Association (MCMA), Current Member

Municipal Clerks and Finance Officers Association, Minnesota

American Legion – Detroit Lakes, MN

Veteran of Foreign Wars – Detroit Lakes, MN

Melrose Chamber of Commerce

Lions – Melrose, MN; Barnesville, MN

Professional Experience

University of Minnesota, Adjunct Professor, 2022-Present

Essentia Health, Director Financial Services, 2023-2024; Senior Employee Labor Relations Specialist, 2021-2023

Becker County, Detroit Lakes, MN, County Administrator, 2019-2021

City of Melrose, MN, City Administrator, 2011-2019

Department of Veteran Affairs, Fargo, ND, Administrative Officer (AO), 2008-2011

City of Barnesville, MN, City Administrator, 2004-2008

City of Brainerd, MN, Community Development Director, 2001-2004

Ada EDA, Ada, MN, Executive Director, 1999-2001



Charlene Stevens

Vice President

Charlene Stevens brings over 20 years of municipal management expertise to her role as Vice President at MGT. With a distinguished career that spans rural, suburban, and urban settings across Minnesota, Kansas, and Pennsylvania, Charlene has led more than 80 executive recruitments nationwide. Her experience includes significant roles in civic engagement, community visioning, workforce development, and downtown revitalization. Charlene is known for her professionalism and commitment to public service. She has held numerous leadership positions throughout her career and across the country. A dedicated mentor and advocate for inclusive environments, she excels in stakeholder engagement and has successfully managed projects involving park expansions, greenspace preservation, and workforce training initiatives.

Charlene leads MGT's Recruitment Services and directly conducts recruitments and general consulting services. She is a frequent speaker at state and national conferences.

Areas of Expertise

- Executive Recruitment
- Strategic Planning
- Civic Engagement
- Community Visioning
- Community Engagement
- Staff Mentoring Programs
- Stakeholder Engagement
- Park Expansions and Greenspace Preservation
- Workforce Training Initiatives
- Municipal Management

Education

- Master of Public Administration, University of Kansas
- Bachelor of Arts, International Relations, Pomona College

Training & Instruction

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program and Mid-Career Institute
- Presenter and Speaker for ICMA, MCMA, and State Association and Affiliate Groups

Memberships & Affiliations

International City/County Manager Association (ICMA), Current Member, Past Regional Vice President, Past Committee and Task Force Chair

Minnesota City/County Managers Association (MCMA), Current Member

League of Minnesota Cities, Past Board Member

Coalition of Greater Minnesota Cities, Past Board Member

Women in Public Service Wichita/Sedgwick County, Kansas, Founding Member

Professional Experience

Cottage Grove, MN, City Administrator, 2015-2018

Willmar, MN, City Administrator, 2011-2015

Sedgwick County, KS, Assistant County Manager, 2006-2011

Lower Gwynedd, PA, Assistant Township Manager, 1999-2006

Buckingham, PA, Assistant Township Manager, 1997-1999

City of Wichita, KS, Neighborhood Assistant, 1995-1996

Appendix B. Client List

A list of the clients we have had the pleasure of partnering with that complements the City's recruitment request is provided on the following page.

MGT

City Management Client List 2019 to Present

State	Client	Position Title	Year	Population
Alaska	Bethel	City Manager	2019	6,500
	Bethel	City Manager	2024	6,500
	Homer	City Manager (Professional Outreach)	2019	5,300
	Homer	City Manager (Professional Outreach)	2024	5,300
	Seward	City Manager	2019	2,693
Arizona	Buckeye	City Manager	2021	69,744
	Kingman	City Manager	2023	34,669
California	Antioch	City Manager	2024	115,264
Colorado	Englewood	City Manager	2019	34,957
	Loveland	City Manager	2024	82,460
Connecticut	Bloomfield	Town Manager	2024	21,301
	East Hampton	Town Manager	2019	13,000
	Enfield	Town Manager	2022	45,246
	Granby	Town Manager	2023	11,375
	Manchester	General Manager	2021	59,710
	Simsbury	Town Manager	2023	25,517
Florida	Apopka	City Administrator	2024	55,496
	Deerfield Beach	Assistant City Manager	2022	80,000
	Fort Lauderdale	City Manager	2024	184,255
	Gainesville	Assistant City Manager	2021	133,997
	Lakeland	City Manager	2020	110,000
	Miami Beach	City Manager	2024	88,000
	Ponce Inlet	Town Manager	2022	3,411
Georgia	Albany	City Manager	2021	77,434
Illinois	Centralia	City Manager	2020	13,000
	Crest Hill	City Administrator	2021	21,169
	Decatur	Deputy City Manager	2019	76,178
	Evanston	Deputy City Manager (2)	2024	75,000
	Farmer City	City Manager	2024	1,828
	Forsyth	Village Administrator	2021	3,490
	Fox Lake	Village Administrator	2021	10,550
	Galesburg	City Manager	2022	33,706
	Galesburg	City Manager	2023	33,706
	Geneseo	City Administrator (Virtual)	2019	6,500
	Greenville	City Manager	2021	7,000
	Hanover Park	Deputy Village Manager	2024	38,510
	Homewood	Assistant Village Manager (Virtual)	2021	19,464
	Kenilworth	Village Manager	2024	2,562
	La Grange	Village Manager	2022	15,610
	La Grange Park	Assistant Village Manager	2020	13,579
	Lake Barrington	Village Administrator	2022	4,879
	Lake Bluff	Assistant to the Village Administrator	2023	5,698

	Lake Forest	Assistant City Manager (Professional Outreach)	2022	19,375
	Lake Villa	Assistant to the Village Administrator	2023	8,774
	Lisle Township	Township Administrator (Virtual)	2024	119,040
	Long Grove	Village Manager	2023	8,153
	Maryville	Village Administrator	2024	8,316
	McHenry	City Administrator	2023	27,135
	Morton Grove	Village Administrator	2024	23,500
	Mundelein	Village Administrator	2020	31,385
	Niles	Village Manager	2021	30,001
	North Chicago	Chief of Staff	2021	30,020
	Northbrook	Village Manager	2021	35,000
	Northfield	Village Manager	2023	5,400
	Oak Brook	Village Manager	2021	8,058
	Oak Park	Assistant Village Manager/Human Resources Director	2019	52,000
	Oak Park	Village Manager	2021	52,000
	Oak Park Township	Township Manager	2023	51,774
	Orland Park	Village Manager	2019	60,000
	Palos Heights	City Administrator (Virtual)	2021	12,480
	Peoria	Assistant City Manager	2021	115,234
	Pingree Grove	Village Manager	2020	10,000
	Pingree Grove	Village Manager	2023	10,000
	Plainfield	Village Administrator	2021	41,734
	Princeton	City Manager	2019	7,700
	River Forest	Village Administrator	2021	11,635
	Rock Island	City Manager	2021	39,684
	Savoy	Village Administrator (Virtual)	2020	8,607
	Schaumburg Township	Township Administrator (Virtual)	2021	140,000
	Sycamore	City Manager (Professional Outreach)	2021	18,557
	Vernon Hills	Village Manager	2021	25,911
	Villa Park	Assistant Village Manager (Virtual)	2021	22,038
	Villa Park	Village Manager	2022	22,038
	Washington	City Administrator	2021	15,700
	Wauconda	Village Administrator	2021	14,125
	West Chicago	Assistant City Administrator	2022	27,221
	West Dundee	Assistant Village Manager/Administrative Services Director (Virtual)	2024	8,000
	Willowbrook	Village Administrator	2019	8,967
	Winnetka	Assistant Village Manager	2019	12,417
Indiana	St. John	Town Manager (Professional Outreach)	2020	18,047
Iowa	Ames	Assistant City Manager (Limited)	2023	66,498
	Indianola	City Manager	2022	15,833
	Knoxville	City Manager	2021	7,300
	Marion	Deputy City Manager	2022	30,000
	Marshalltown	City Administrator	2024	27,338
	Muscatine	City Administrator	2020	23,819
	Urbandale	City Manager	2024	45,580
	Windsor Heights	City Administrator	2023	4,860

	Windsor Heights	City Administrator	2019	4,860
Kentucky	Paducah	City Manager	2021	24,850
	Paris	City Manager	2021	9,846
Maine	Bangor	City Manager	2021	33,039
Maryland	Sykesville	Town Manager	2019	3,941
	Takoma Park	City Manager	2023	17,629
	Westminster	City Administrator	2021	18,522
Massachusetts	Brookline	Assistant Town Administrator - Finance (Virtual)	2022	58,732
	Wayland	Town Manager	2022	13,882
	Williamstown	Town Manager	2021	8,400
Michigan	Adrian	City Administrator	2020	20,676
	Berkley	City Manager	2024	14,970
	Charlotte	City Manager	2020	9,100
	Clawson	City Manager	2021	11,946
	Eastpointe	City Manager	2019	32,673
	Ferndale	City Manager	2019	20,428
	Laketown	Township Manager	2024	6,192
	Lincoln Park	City Manager	2019	36,665
	Rochester	City Manager	2022	13,017
	Royal Oak	City Manager	2020	59,112
	St. Clair Shores	Assistant City Manager (Professional Outreach)	2021	59,984
	Troy	Assistant City Manager	2019	83,181
	Troy	City Manager	2024	83,181
Minnesota	Becker	City Administrator	2021	4,874
	Blaine	Director of Administrative Services	2024	67,939
	Buffalo	Assistant City Administrator	2021	15,855
	Edina	Assistant City Manager (Limited)	2023	53,318
	Fairmont	City Administrator	2024	10,477
	Golden Valley	City Manager	2024	22,715
	Hibbing	City Administrator	2021	15,855
	Lindström	City Administrator	2023	4,888
	Minnetonka	City Manager	2022	53,953
	Scandia	City Administrator	2023	4,149
	St. Joseph	City Administrator	2022	7,342
	St. Louis Park	City Manager	2021	48,662
	Waconia	City Administrator	2021	13,500
Missouri	Ballwin	City Administrator	2020	30,181
	Cape Girardeau	City Manager	2020	38,000
	Jackson	City Administrator	2024	15,702
	Ozark	City Administrator	2024	21,284
	University City	Assistant City Manager	2020	35,172
	University City	Assistant to the City Manager/Director of Human Resources	2020	35,172
	Warrensburg	City Manager	2021	20,200
	Webster Groves	City Manager	2020	22,800
	Wildwood	City Manager	2019	35,524
Nebraska	Nebraska City	City Administrator	2022	7,200

Nevada	Boulder City	City Manager	2021	16,207
New Hampshire	Portsmouth	City Manager	2019	21,796
New York	Long Beach	Deputy City Manager (Virtual)	2022	33,275
	Mamaroneck (Town)	Town Administrator	2021	29,156
	New Rochelle	City Manager	2022	79,067
	Scarsdale	Village Manager	2021	17,837
North Carolina	Albemarle	City Manager	2024	16,404
	Ayden	Town Manager	2023	5,000
	Fayetteville	Assistant City Manager	2022	210,000
North Dakota	Minot	Assistant City Manager	2023	45,700
	Minot	City Manager	2020	45,700
Pennsylvania	Ferguson Township	Township Manager	2022	18,300
	Patton Township	Township Manager	2022	15,801
Tennessee	Oak Ridge	City Manager	2023	31,402
Texas	Austin	Assistant City Manager	2021	885,000
	McKinney	Assistant City Manager	2019	191,645
	Missouri City	Assistant City Manager	2019	74,139
	Missouri City	City Manager	2022	74,139
Vermont	Winooski	City Manager	2022	7,997
Virginia	Chesapeake	City Manager	2019	245,000
	Hampton	Assistant City Manager	2024	137,436
	Newport News	City Manager	2023	181,958
	Portsmouth	City Manager	2020	96,000
	Salem	City Manager	2019	25,643
	Virginia Beach	City Manager	2019	442,707
Washington	Burien	City Manager	2022	52,066
	Duvall	City Administrator (Professional Outreach)	2021	8,090
	Yakima	Assistant City Manager	2021	97,000
West Virginia	Bridgeport	City Manager	2019	8,582
	Bridgeport	City Manager	2021	8,582
Wisconsin	Baraboo	City Administrator	2019	12,048
	Bayside	Assistant Village Manager	2019	4,400
	Beaver Dam	City Administrator	2021	16,291
	Beloit (Town)	Town Administrator	2020	7,083
	Franklin	Director of Administration	2019	36,155
	Harrison	Village Manager	2021	13,185
	Lake Geneva	City Administrator	2024	7,710
	Monroe	City Administrator	2020	10,827
	Oak Creek	Assistant City Administrator/Comptroller	2020	35,243
	Oshkosh	City Manager	2024	66,700
	Plymouth	City Administrator/Utilities Manager	2020	8,540
	Port Washington	Assistant City Administrator/Human Resources Director	2022	11,250
	Sheboygan	City Administrator	2023	48,327
	Waukesha	City Administrator	2023	71,158
	Whitewater	City Manager	2022	14,300

DDA
Human Resources, Inc.
a David Drown Associates Company

Wayzata Office:
3620 Northbome Ave
Wa
(612) 920-3320x116 | fa
pat@daviddrown.com
www.ddahumanresources.com

November 14, 2024

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

Dear Honorable Mayor Zierden and Members of the Council,

Thank you for the opportunity to submit a proposal to assist the City of Breezy Point with a search for your next City Administrator. Our firm has extensive experience with local governments, and we thoroughly understand the complexities faced by local governments in Minnesota. DDA HR uses a proven, comprehensive process ensuring clients can identify the best candidate for their organization and community.

The attached proposal includes several elements that set us apart in our approach to providing this service. Highlights include:

- **Knowledge:** Our firm comprehensively understands local government in Minnesota, and our consultants are former Administrators with significant experience.
- **Neutral Third Party:** We provide a neutral, objective perspective and ensure the process is focused on assisting the Council with finding the best possible fit. If you select DDA, be assured you will not have to deal with political challenges that can creep into the hiring process.
- **Brochure/Profile:** We develop a detailed, professional profile to present the organization in the most positive manner. A sample is attached.
- **Advertising and Outreach:** Our advertising and direct outreach is comprehensive and designed to penetrate deeper and reach more potential candidates. Our depth and scope of outreach is unparalleled.
- **Experience:** DDA HR has conducted more Minnesota city and county executive searches in the last five years than any other firm by a wide margin.
- **Adherence to deadlines:** When a deadline is established, we will meet it.
- **Video Interview:** DDA uses video interviews in the screening process to get quality data that may not be apparent on resumes. These videos are used by the Council to make informed decisions on who to interview. DDA believes that the Council should pick candidates to interview, not us. We will make sure the Council has the needed information to make this effective. You know best.
- **Candidate Communication:** Through direct contact and a sophisticated software system, we ensure candidates understand the process and where they stand at all times. Candidates deserve nothing less.
- **Work Personality Index:** Prior to deciding on final candidates, the Council will receive a personality index report on each person being considered for an interview.
- **Background Check Process:** Instead of doing a comprehensive background check on a single finalist, we do a comprehensive background and reference check on all finalists interviewed by the Council.
- **Intellectual Profile:** Each finalist will complete an intellectual profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.
- **All Inclusive Pricing:** Costs for all the services we provide are included. No surprises with us.
- **Two-year Guarantee:** We include a two-year guarantee because we use a proven process that you can trust.

Thank you for your consideration.

Sincerely,

Pat Melvin

Patrick Melvin
DDA Human Resources, Inc.
Enclosures

CITY OF BREEZY POINT

County Administrator Recruitment

Proposal & Scope of Work

Submitted by **DDA Human Resources, Inc.**

November 14, 2024

DDA
Human Resources, Inc.
a David Drown Associates Company

Prepared by:
Pat Melvin
Management Consultant

CONTENTS OF THE PROPOSAL

- Description of the Firm
- Approach to the Process
- Service Team
- Process Details
- Timeline
- List of Clients
- Fee
- Assurance
- References
- Acceptance
- Addendum

DESCRIPTION OF THE FIRM

DDA Human Resources, Inc. (DDA HR) is a specialized consulting firm dedicated to serving the human resources needs of local governments in Minnesota. Established as an affiliate of David Drown Associates (DDA), the company was created in response to the growing demand for HR consulting services within the public sector. DDA has served hundreds of cities and counties providing fiscal and economic development services for over 25 years and human resource services for over 10 years.

Team Expertise
The team at DDA Human Resources includes 11 highly experienced professionals, many of whom are former practitioners who have served as Administrators or Human Resource Managers. This hands-on experience ensures a deep understanding of the unique challenges and needs of local government.

Client Base
DDA Human Resources serves a wide range of clients, including cities, counties, and special districts throughout Minnesota. The firm has built a strong reputation for its thorough understanding of local government operations and its ability to deliver tailored solutions that meet client needs.

Commitment to Service
Our company is known for its nimble, efficient, and personal approach. DDA Human Resources prides itself on providing high-quality services at fair and equitable prices, ensuring that clients receive the best value for their investment.

Network and Reach
With a vast network of contacts and a deep understanding of the local government landscape, DDA HR stays attuned to the latest trends and developments, positioning itself as a leader in the field of human resource consulting for local government organizations.

Our Services:
- Executive Recruitment
- Organizational Studies
- Classification and Compensation Studies
- Ongoing Maintenance of Classification and Compensation Systems
- Leadership Development and Mentoring

APPROACH TO THE PROCESS

Our approach focuses on finding the ideal fit for the City by understanding your goals, objectives, and desired attributes for the next City Administrator.

We begin by gathering background information, then comprehensively advertise the position and engage in direct outreach and recruitment to attract both active and passive candidates. After the application period closes, we analyze the applicants and present the best matches to the City Council.

Once finalists are selected, we conduct thorough research and provide all necessary information for the Council's decision. We prioritize communication. Our consultant will be on site throughout the recruitment, provide weekly email updates, and will always be available for questions.

SERVICE TEAM

PAT MELVIN – PROJECT LEAD



Pat joined DDA HR as a Management Consultant specializing in Executive Search Services. He has a Government and Management Degree from Saint John's University and a Public Administration Studies master's degree from the University of Minnesota – Mankato which he earned while working for the City of Edina. Pat grew from being the Special Projects Administrator in Wright County to becoming the Administrator in McLeod County and has city experience serving as City Administrator in the Cities of Arlington and Minnetonka Beach. While working in county and city government, Pat has been involved in numerous aspects of local government including policy development, budgeting, human resources (including recruiting), payroll, benefits and workplace investigations, capital improvement plans, contract negotiations, grievance settlements, and managed a group self-insured health insurance plan.

Pat will serve as the Project Lead.

Contact Information:
pat@daviddrown.com
612-920-3320 x116
3620 Northome Ave
Wayzata, MN 55391

Organizations/Affiliations
Pat enjoys working with public administration colleagues through his involvement in:

- AMC (Association of Minnesota Counties
- MCMA (Minnesota City/County Managers Association)
- ICMA (International City/County Managers Association)

BART FISCHER – PROJECT LEAD



Bart joined DDA HR in 2023 as a Management Consultant that focuses on leadership development mentoring, organizational work, strategic planning facilitation, and executive search work. He has over 20 years of experience as a public sector leader/manager in local government organizations as well as most recently working as a consultant with public sector clients.

Bart's experience has taken him from being the Assistant City Administrator in the Cities of Newport and Chaska, Minnesota, to being the City Administrator in the Cities of Falcon Heights and Oakdale, Minnesota. As a consultant, Bart has fostered existing client relationships, supported business development, helped mentor staff, and managed strategic client pursuits and partnerships. He is a strategic leader known for relationship development and connecting people around common themes and goals. Bart obtained his Master's in Public Administration from Metropolitan State University in St Paul and his bachelor's degree from the University of Northwestern-St Paul.

Contact Information:
bart@daviddrown.com
612-920-3320 x119
7383 Hyde Ave S
Cottage Grove, MN 55016

Organizations/Affiliations
Bart enjoys working with public administration colleagues through his involvement in:

- MCMA (MN City/County Mangers Association)
- MCMA Annual Conference Planning Committee
- MAMA (Metro Area Managers Association)
- ICMA (International City/County Managers Association)
- League of MN Cities

LIZA DONABAUER



Liza is a Management Consultant and specializes in Executive Search services. Like all DDA HR consultants, she has a background in public administration at both the city and county level, most recently in Kansas and Minnesota. Liza worked in Wright County providing administrative support to the Commissioners, Coordinator, and Human Resources Department. This path led her into city management for Clearwater, Kansas, and Arlington, Minnesota. Throughout the years, her work has centered on human resource management, strong community participation, and leadership development. Liza received her MBA with an emphasis in public administration from the College of St. Scholastica.

Since joining DDA HR, Liza has conducted over 70 Administrator/Manager, Department and Executive Director searches.

Liza will assist with recruitment and consulting as needed.

Contact Information:
liza@daviddrown.com
612-920-3320 x111
P.O. Box 534
Waconia, MN 55387

Organizations/Affiliations

Liza enjoys working with public administration colleagues through her involvement in:

- MCMA, a state affiliation of ICMA
- MCMA Women in the Profession Committee
- MCMA Annual Conference Planning Committee
- MCMA Recognition and Membership Committee
- Secretary, Board of Directors, Minnesota Municipal Power Agency
- Publicity Committee for City Clerks & Municipal Finance Officers Association (KS)

GARY WEIERS



Prior to joining DDA in 2013, Gary had over 20 years of county government management experience, the last 11 years as County Administrator in Rice County. Prior to becoming Administrator, Gary served as the Social Service Department Director in Rice County and worked as a Social Service Supervisor in Mower County and Sherburne County. Gary received his bachelor's degree from the University of St. Thomas and has honed his skills by working his way up from an entry level social worker position to be the head of a $50 million organization with over 350 employees. As a consultant, Gary has worked with local governments ranging in size from a couple thousand residents to Minnesota's largest county. In addition to conducting executive searches, Gary has done work with communities on sharing services, organizational analysis, strategic planning, and other management related work. Gary was instrumental in developing programs to assist new county administrators and presently mentors all new County Administrators and Coordinators in Minnesota. Additionally, he helped develop a Human Resource Technical Assistance Program that provides one-to-one consultation and access to a host of pertinent documents and policies to counties throughout Minnesota.

Contact Information:
gary@daviddrown.com
612-920-3320 x109
1327 Merrywood Court
Faribault, MN 55021

Gary has conducted over 95 executive searches and numerous organizational studies. Gary will assist with recruitment and consulting as needed.

LIZ FOSTER



Since joining DDA in 2015, Liz has been involved in over 160 executive search processes and other human resource projects. With certifications as a Professional Recruiter, AI and Sourcing Recruiter, Diversity and Inclusion Recruiter, and Internet Recruiter through AIRS®, Liz performs Recruitment Only search services for clients looking for assistance hiring those hard-to-fill positions.

In addition to recruitment, Liz provides support and assistance to the Management Consultants within the Human Resources Division. While assisting our Management Consultants, some of Liz's duties include community research, creating position profiles and advertisements, posting position openings, assembling interview materials for our clients, and providing other general administrative support to our Management Consultants.

Liz will provide administrative support for this project.

Contact Information:
liz@daviddrown.com
612-920-3320 x108
605 25th Ave NW
Austin, MN 55912

PROCESS DETAILS

STEP 1: PROJECT KICK-OFF & INFORMATION GATHERING

DDA HR will gather and assemble background information pertaining to the organization and position. In addition, Pat will meet individually with all Council members to review the hiring process and discuss candidate attributes, experience, and other important qualifications. Others will be interviewed as per the direction of the City. At the same time, the job description will be reviewed and updated as needed, and we will gather relevant comparative salary information for consideration by the Council. We will quickly develop a comprehensive understanding of the organization, community, and position.

Deliverables:

- Information gathering via interviews with the Council and others as identified.
- DDA HR receives information from the City such as organizational chart, logos/images, budgets, existing job description, etc.
- Consultant will review scope of process and timeline.

STEP 2: DEVELOPMENT OF POSITION PROFILE

Based on the information received from the City Council, DDA HR will develop a professional position profile that is customized to present the City in the most positive manner and provides prospective candidates with meaningful information. A draft will be presented to the Council for consideration and approval prior to advertising. For a sample profile, see Addendum A.

Deliverables:

- Draft profile sent to City Council approximately one week before the Council meeting.

STEP 3: REVIEW AND APPROVE PROFILE AND SCOPE OF WORK

DDA HR will meet with the City Council to review and approve the draft profile, salary range, job description, and scope of work.

Deliverables:

- Review and approval of draft profile, salary range, job description, and scope of work.

STEP 4: RECRUITMENT AND ADVERTISEMENT

DDA HR will make direct contact with possible candidates including those who are not active job seekers or traditional candidates. In addition, we comprehensively advertise the position. These efforts will include local, regional, and national outreach. In today's job market, it is important to reach candidates in ways that were not necessary even five years ago. Our efforts have resulted in 41% of candidates applying from outside of Minnesota. This means that 59% of candidates still are from within the state, so comprehensive strategies are needed.

To address the current challenging job market, we have added advanced recruiting methodologies to our portfolio through LinkedIn's robust recruiter platform. LinkedIn has nearly 800 million members with over 52 million job seekers visiting LinkedIn Jobs every week. This offers us 100% visibility of all those members. Our job posts receive high visibility for both active and passive candidates across more than 50 million organizations and over 38,000 skills. The recruiter platform provides over 40 advanced recruiting filters, recommended matches, and up-to-date insights allowing us to directly contact individuals that possess the desired backgrounds and/or experiences. At the same time, it allows us to personally connect with candidates in a career focused environment.

Local efforts (within Minnesota) will include:

- Direct outreach to candidates
- League of Minnesota Cities
- Association of Minnesota Counties
- GovernmentJobs.com
- University of Minnesota
- Minnesota Private College Consortium- Augsburg University, Bethel University, Carleton College, College of Saint Benedict, The College of St. Scholastica, Concordia College, Gustavus Adolphus College, Hamline University, Saint John's University, Saint Mary's University, St. Catherine University, St. Olaf College, and the University of St. Thomas
- Minnesota State Colleges and Universities- Bemidji State University/Northwest Technical College, Metro State University, Minnesota State Universities of Moorhead & Mankato, Southwest Minnesota State University, St. Cloud State University, and Winona State University
- Minnesota City County Management Association
- LinkedIn

Regional Outreach

- Direct outreach to candidates
- South Dakota Municipal League
- Iowa League of Cities
- League of Wisconsin Municipalities
- Over 20 universities outside of Minnesota throughout the upper Midwest
- Universities of Iowa, Wisconsin, South Dakota, Nebraska
- LinkedIn

Nationwide Outreach

- Direct outreach to candidates
- National Association of County Administrators
- National League of Cities
- National Association of Counties
- International City/County Management Association
- Woman Leading Government (WLG)
- Network of Asian Public Administrators
- LinkedIn

The simple DDA HR online application process will be used. This system enables us to effic applicant flow, and corresponding reference information, and allows us to communicate with each applicant quickly and effectively. We are known for our communication with both the applicant and our client which engages and informs both parties of each step. Additionally, our system also allows us to access, review, and evaluate thousands of prior applicants who may not be actively seeking a job but who may be open to the "right opportunity."

Deliverables:

- Advertising outreach begins with posting on identified websites and social media platforms.
- Direct contact through established professional networks.
- We utilize our database of identified prospective candidates to contact via email or phone call.

STEP 5: INITIAL SCREENING AND REVIEW

DDA HR will complete a comprehensive analysis of every application received and determine approximately 8-12 semifinalists based on job related criteria and desired attributes to complete a video interview. Our clients have most notably been pleased with the video interview component of our process. Video interviews allow our clients to gain additional insight on the candidate's education, experience, personality, as well as their ability to think on their feet, all of which has been said to help lay the foundation for the final interview process. Access to, and viewing of, this information is as simple as clicking on a link from the individual client's laptop, phone, or smart device in a location and at a time that is convenient for them. Candidate confidentiality when the Council is deliberating is maintained by assigning and referring to each semifinalist candidate as a number.

Each semifinalist would also complete an information disclosure (any personal or professional incidents that could be viewed as reflecting negatively on job performance, qualifications, ethics, or other factors) and a Work Personality Index Select (assesses the personal characteristics and tendencies that influences an individual's job performance). For more information about the Work Personality Index Select, see Addendum B.

About one week prior to selecting finalists for interviews, the information disclosure, video interview, personality index, cover letter, and resume from each of the semifinalists will be made available to the Council for viewing. This will allow you ample time to comprehensively review candidates prior to determining who to bring in for final interviews. Upon reviewing this introductory material, DDA HR will then assist the Council in selecting its finalists for final interviews. After the Council selects finalists, those not selected as finalists will be notified by DDA HR.

Candidates are considered public once they are chosen as a finalist.

Deliverables:

- List of approximately 8-12 semifinalists with cover letter, resume, and video interview.
- Results of Work Personality Index Select.
- Results of information disclosure.
- Confirm interview schedule and logistics.
- DDA HR will contact candidates not selected as finalists.

STEP 6: SELECTION

After the Council selects finalists, DDA HR will complete comprehensive background screenings including criminal history, civil court history, verification of education, driver's license review, credit check, and other items. Along with background checking all finalists, DDA HR will conduct character references with current and/or former employers to get a good understanding of each candidate's role and responsibilities, performance and

strengths, leadership and management style, communication and interpersonal skills, community areas for improvement, and overall fit. In addition, DDA HR will administer an Intellect Profile which measures verbal reasoning, mathematical and logical reasoning, and overall mental aptitude. For more information about the Intellect Profile, see Addendum C.

Early in the search process, Pat will discuss interview possibilities including leadership staff participation or options for community involvement through a meet and greet event or interview panel, stakeholder interviews, individual and/or full Council interviews, a community tour, lunch with leadership staff, or other functions. Pat will work with City staff to coordinate all interview logistics.

Prior to interviews, Pat will prepare questions and then facilitate all interviews and other activities the Council determines appropriate. Our goal is to make the process smooth and painless so the Council can focus all its energy on finding the right person for the job and minimize staff disruptions to ensure the City can focus on the tasks at hand.

Approximately one week prior to the final interview process, the Council will have access to each of the candidate's application materials, video interview, background check results, reference information, information disclosure, a work personality report, and an intellectual profile on each person.

Deliverables:

- List of 3 to 5 finalists, confirming interview schedule and logistics.
- Video Interview.
- Summary of References.
- Results of background checks.
- Work Personality Index Select report.
- Intellect Profile report.
- Information Disclosure.
- Cover letter and resume.
- Press release.

STEP 7: OFFER & AGREEMENT

After interviews are complete, Pat will assist the City Council with deliberations. After deliberations, Pat will present the offer to the recommended candidate and negotiate the terms of the agreement based on the parameters established by the Council.

Deliverables:

- Present offer to recommended candidate.
- Negotiate agreement terms.
- DDA HR will contact those not selected.

STEP 8: FOLLOW UP

DDA HR will make periodic contact with the new Administrator for at least the first year of employment.

Deliverables:

- Periodic check in with new Administrator and Council representative.
- DDA HR offers follow up services including Leadership Development Mentoring, Performance Evaluation, and Strategic Planning. For more information on these additional services, see Addendum D.

TIMELINE

This timeline is tentative. The final timeline will be set after the City Council's decision to proceed. The dates highlighted in yellow indicate required Council participation.

ITEM	TASK	COMPLETION DATE
Decision by Council to proceed		December 2, 2024
Project Kick-off & Information gathering	▪ Meet with staff, stakeholders, and each member of the Council ▪ Gather all pertinent background information ▪ Gather salary information and review job description ▪ Review scope of process	December 18, 2024
Professional position profile	Develop position profile and advertisement.	December 30, 2024
Approve position profile and scope of work	Council approves profile, job description, salary range, scope of work, and timeline.	January 6, 2025
Candidate recruitment	▪ Post position upon approval of profile ▪ Comprehensively advertise ▪ Direct outreach and recruitment of prospective candidates	January 7, 2025- February 4, 2025
Screening of applicants	DDA HR will review and rank applicants based on job related criteria & desired attributes and select semifinalists.	February 5, 2025
Personality Index	DDA HR will administer a Work Personality Index Select to all semifinalists.	February 23, 2025
Video interview	Each semifinalist will complete a video interview.	February 23, 2025
Selection of finalists	▪ Council selects finalists for interviews. ▪ DDA HR will notify candidates not selected as finalists.	March 3, 2025
Background check of all finalists	Includes: ▪ Criminal background: county, state, national ▪ Sex offender registry ▪ Social Security number verification ▪ Education verification ▪ Credit check	March 17, 2025
Reference check on all finalists	DDA HR will conduct reference checks with current and/or former employers on all finalists assessing each candidate's: ▪ Role and responsibilities ▪ Performance and strengths ▪ Leadership and management style ▪ Communication and interpersonal skills ▪ Community engagement ▪ Areas for improvement ▪ Overall fit with organization	March 17, 2025
Intellect profile	DDA HR will administer an intellect profile measuring verbal reasoning, mathematical and logical reasoning, and overall mental aptitude.	March 17, 2025
Finalist packet	DDA HR will provide the Council information including: ▪ Summary of references ▪ Results of background checks ▪ Intellect Profile and Work Personality Index Select reports ▪ Video interview ▪ Resumes, etc.	March 18, 2025
Interviews	DDA HR will prepare all interview materials and be present at all interviews and other functions to assist in facilitation. It is recommended that Council interviews be at a special meeting.	March 25, 2025 Special Meeting
Decision	Council will select candidate for offer.	March 25, 2025
Offer and agreement	DDA HR will present offer to and negotiate an agreement with the recommended candidate based on the parameters established by Council	March 28, 2025
Projected start date	New Administrator begins.	April 2025

LIST OF SEARCH CLIENTS FROM THE PAST THREE YEARS

In addition to the specific references listed on the following page, the City is encouraged to speak with any of the entities listed below:

CITIES

Barnesville- Administrator
Benson- Manager
Breezy Point- Administrator/Clerk/Treasurer
Chatfield- Administrator
Corcoran- Administrator
Credit River- Administrator
Crystal- Manager
East Grand Forks- Administrator
Eden Valley- Public Works Director
Fairmont- Director of Public Works/Utilities-Engineer
Faribault- Administrator
Granite Falls- Finance Director
Hawley- Administrator
Inver Grove Heights- Comm. Development Director
Lake City- Asst. Public Works Director
Lakeville- Finance Director
Maple Lake- Administrator
Maple Plain- Administrator
Mayer- Administrator
Melrose- Director of Electric Operations
Mora- Administrator/Public Utilities GM
Morris- Manager
Mound- Manager
New Hope- Manager
New London- Clerk/Treasurer
Newport- Administrator
North Mankato- Administrator
North St. Paul- Manager
Norwood Young America- Administrator
Nowthen- Administrator
Olivia- Finance Director
Pelican Rapids- Administrator
Red Wing- HR Director, Finance & Accounting Manager
Richmond- Administrator/Treasurer
Rochester- Finance Director
Spring Park- Administrator/Treasurer
Staples- Economic Development Director
Stillwater- Community Development Director, Administrator
Waconia- Public Services Director
Wadena- Administrator
Waverly- Administrator/Clerk
White Bear Lake- Manager
Winsted- Administrator
Winthrop- Administrator

COUNTIES

Anoka- Administrator
Becker- Administrator, Asst. County Attorney
Beltrami- Human Resources Director
Cass- Chief Financial Officer
Cottonwood- County Attorney
Dakota- Manager
Faribault- Assistant County Engineer
Hennepin- Chief Financial Officer, Chief Human Resources Officer
Mahnomen- Administrator
Morrison- Administrator
Roseau- County Engineer
Steele- Administrator
Swift- County Engineer

OTHER ENTITIES

Albert Lea HRA- Executive Director
Arrowhead Library System- Executive Director
Dakota 911- Executive Director
Des Moines Valley Health and Human Services- Administrator
Kandiyohi County Economic Development- Executive Director
Kitchigami Regional Library System- Director
Middle Fork Crow River Watershed District- Executive Director
Mississippi Watershed Management Organization- Executive Director
Riley Purgatory Bluff Creek Watershed District- Administrator

DDA HR is currently conducting searches for the Cities of Crosby, Jackson, Mahtomedi, Red Wing, and Watertown, Minnesota, Benton, Cook, and Nobles County, Minnesota, and the Willmar Municipal Utilities.

FEE

The fee for the search process is $24,000, payable at the completion of the search. This all-inclusive fee covers professional services and all expenses including consultant's travel, advertising, personality index, intellectual profile, background checks on all finalists, etc.

If the City chooses to offer a travel stipend or reimbursement for expenses of the candidates, that cost is handled directly between the City and the candidates. DDA HR would be available to provide input and guidance on this item.

If the course of the full-service search process is followed as put forth in the approved scope of work and no candidate is selected, we will repeat the recruitment once at no additional professional fee. The City will only be responsible for paying an expense charge of $5,000.

ASSURANCE

Recruiting local government leaders such as City Administrators can be particularly challenging these days due to several factors including demographic shifts, the perception and attractiveness of public sector jobs, compensation and benefits, the political and organizational environment, skills and experience mismatch, changing workforce expectations, and geographic and lifestyle factors.

To account for this, DDA HR has guarantees in place to reassure you that we are committed to your satisfaction and confidence in our ability to find the right candidate. Our goal has never changed – do the best job that we can and provide you the best possible candidates.

If the newly hired Administrator leaves the organization for any reason within the first 24 months of employment, DDA HR will conduct one additional search without charging professional service fees. The City will only be responsible for paying an expense charge of $5,000.

REFERENCES

Mike Dodge, Mayor
City of Mayer
City Administrator Recruitment
Phone Number: 952-215-2639

Jeff Pilon, Mayor
City of Nowthen
City Administrator Recruitment
Phone Number: 763-639-9151

Brent Frazier, Mayor
City of Pelican Rapids
City Administrator Recruitment
Phone Number: 218-850-3770

Sean Mork, Mayor
City of Hawley
City Administrator Recruitment
Phone Number: 701-866-8262

ACCEPTANCE

Your signature below indicates acceptance of the terms of the proposal stated herein. Any deviations from the scope of work must be agreed upon in writing by the City and consultant.

Client Representative Name: _____

Client Representative Signature: _____

Date: _____

Addendums

Addendum A: Sample Position Profile

Addendum B: Work Personality Index Information

Addendum C: Intellect Profile Information

Addendum D: Additional Services



CITY ADMINISTRATOR

Salary: $75,088 to $116,084



Caéd Míle Fáilte

"A Hundred Thousand Welcomes to You"

Located in Wright County, Minnesota, the City of Maple Lake is home to approximately 2,240 residents. Maple Lake is what may be termed an ideal agricultural, home, church, and school town.

The history of the City of Maple Lake began in the mid 1850's. The town site of Maple Lake was established in 1858 with the establishment of a mail site. Rumors of the incorporation of the village of Maple Lake surfaced in 1888, but the actual incorporation was completed in 1890.

The City of Maple Lake is a small, close-knit and quaint community with an attractive and walkable downtown area. The City is home to several great service organizations including the Lions, the Chamber of Commerce, the American Legion, the Knights of Columbus, and many churches. The City also boasts a good school system, a number of recreational opportunities, and a welcoming business community.

Maple Lake is conveniently located on State Highway 55, approximately 30 miles from the Twin Cities and 25 miles southeast of St. Cloud. The Maple Lake Municipal Airport has an active Experimental Aircraft Association (EAA), and there is also a flight school that operates from the airport.

Maple Lake's population and business activity have been growing since the early 90s. The City is home to over 100 businesses that provide an all encompassing amount of services to its residents. Maple Lake's low tax, pro-business environment and high quality of life have attracted large employers such as PACE Industries, a full-service aluminum die casting, zinc die casting, and magnesium die casting manufacturer, Rhino, Inc., the 5th largest custom rotational molding manufacturer in the Midwest, and Bernatello's, a major frozen pizza producer. MP Utilities is the largest employer in Maple Lake.

The City is committed to promoting economic growth and a positive business climate. There is a group of industry and business owners who are actively engaged in improving the industrial park and promoting business from the community.



Maple Lake is home to the Maple Lake Public School District. The District serves approximately 875 preschool through 12th grade students. Both Maple Lake Elementary School and Maple Lake High School provide its students and staff with well-maintained, modern facilities with up to date technology. Maple Lake also has some of the finest indoor and outdoor athletic facilities in the area. Academic offerings are enhanced through partnerships with Southwest State University and Lake Superior College which allow the students to earn up to 37 college credits by completing college level courses at the high school. Maple Lake's membership in the Wright Technical Center, a cooperative public high school providing instruction in career, technical, and alternative education, provides students with access to 12 job related courses such as auto mechanics, medical careers, cosmetology, law enforcement, and firefighting.

St. Timothy's School is a Catholic school offering private education to approximately 111 students in preschool through 8th grade. St. Timothy's provides small class sizes, dedicated teachers, low tuition, and a rigorous academic program.

HEALTHCARE

Residents and visitors of Maple Lake are afforded comprehensive and quality healthcare in the nearby communities of Annandale, Buffalo, and Monticello.

Allina Health Annandale Clinic offers a number of services including Family Medicine, Gynecology, Internal Medicine, Psychology, Walk-In Care, Well-Child Exams, and much more. Allina Health Buffalo Clinic also provides those same services as well as ENT/Otolaryngology, Occupational Health, Pregnancy Care, and much more.

The Buffalo Hospital is a non-profit regional medical center that features services including the Penny George Institute for Health and Healing, a Birth Center, Emergency care, Inpatient care, Mammography, Orthopedics, the Courage Kenny Rehabilitation Institute, the Phillips Eye Institute, and more.

CentraCare in Monticello operates a hospital as well as a number of other facilities including the CentraCare - Monticello Specialty Clinic, CentraCare - Monticello Wound Care, Monticello Cancer Center, and CentraCare - Monticello Sleep Center.



There is no shortage of recreational opportunities in the City of Maple Lake. Sharing the same name as the City it is located in, Maple Lake offers water enthusiasts the opportunity to swim at the City-owned beach, go boating, water skiing, wakeboarding, and fishing.

The City hosts a number of annual events that interest all ages. The Gear-Head Get Together has become Maple Lake's largest event of the year and one of the most unique "car shows" in the state and perhaps the country. This event takes place on the third Saturday of August in downtown Maple Lake and is meant to bring mechanical-minded folks together to show off some of their unique creations whether that be a car, truck, boat motor, motorcycle, lawn mower, chainsaw, commercial vehicle, or any other mechanical device. Food, beverages, and live music are also featured at this event.

Another big event in the City is the St. Patrick's Day Festival. This annual event features an annual craft sale, a 5K race known as the Irish Scamper, a parade, a coronation of the new Ambassadors, and more.

The Annual Fishing Derby draws thousands to the community and includes a vintage snowmobile show, artic plunge, the official ice fishing derby, an ice auger drilling contest, an award ceremony, and an after party.

The annual Makers and Growers Market occurs one Sunday a month and consists of a cottage baker and farmer's market. It is an artisan event with a food truck and live music.

Maple Lake is also home to the Maple Lake Lakers, a Minnesota amateur baseball team. The Lakers play at its 1950s baseball park, Irish Stadium. Maple Lake co-hosted the 2019 State Amateur Baseball Tournament.









THE ORGANIZATION

The Maple Lake City Council consists of a Mayor and four Council members. The Mayor serves a two year term, and the Council members serve four year terms. The Council is assisted in its decision making process by several advisory boards and commissions including the Park Board and the Planning Commission.

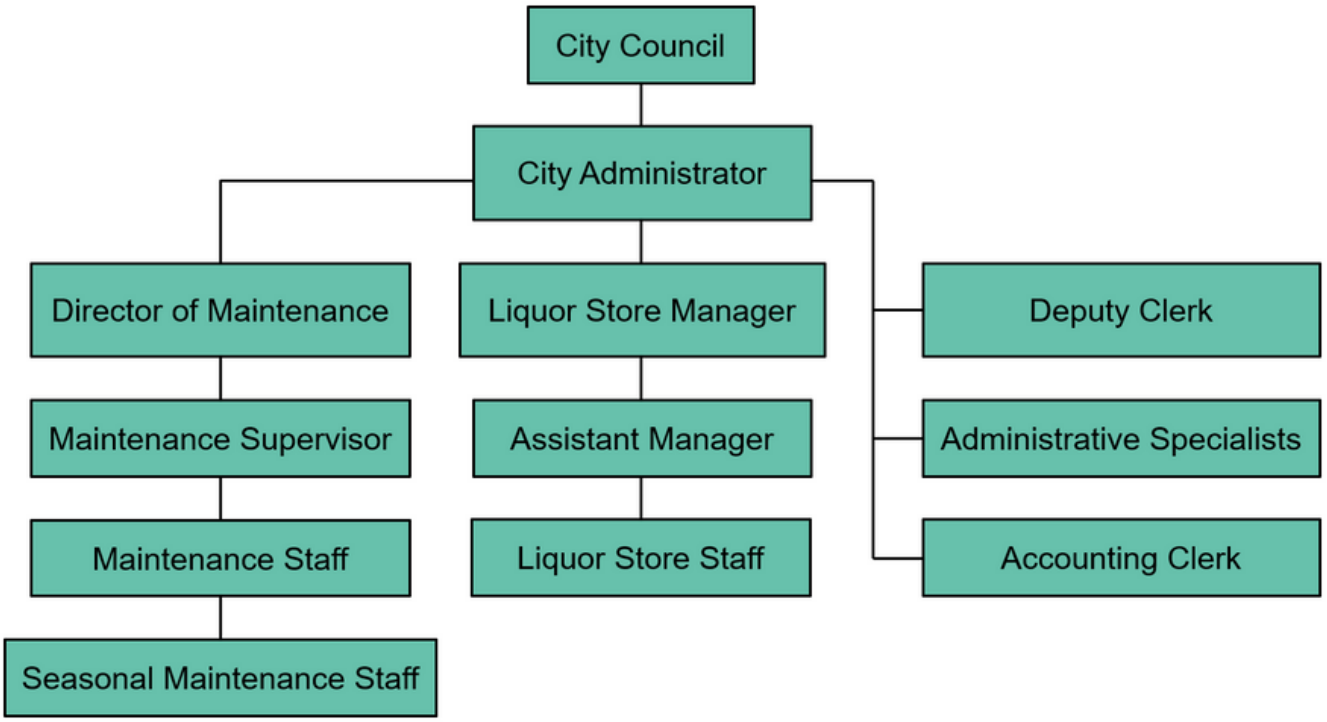
Under the coordination of the City Administrator, the Administration Department conducts the day to day operations of the City. The Administrator is appointed by the City Council.

The Public Works Department is responsible for several functions including Parks, Streets, Airport, and Utilities.

The Maple Lake Municipal Airport has a single 2,800 foot runway and encompasses approximately 56 acres. There is also float plane potential.

The Maple Lake Fire Department provides the delivery of fire, medical, rescue, and life safety emergency services for the Maple Lake fire district.

Maple Lake Wine & Spirits is managed by the City of Maple Lake. Profits from the liquor store directly support public services and projects.









Budget Summary

	2023	2024
General Government	518,944	509,118
Public Safety	607,520	751,876
Streets and Highways	384,112	506,364
Sanitation	148,000	161,371
Culture and Recreation	148,159	160,775
Economic Development	44,750	59,150
Total General Fund Expenditures	**$1,851,485**	**$2,148,654**



Position Summary

The City Administrator is the chief administrative officer of the City. This position is responsible for planning, organizing, and managing all municipal activities in accordance with statutes and directives from the City Council. The position has the authority and responsibility to ensure a coordinated and efficient effort to meet goals and objectives established by the City Council. The City Administrator is responsible for coordinating all of the day to day affairs of city government including the supervision of all employees and the implementation of Council policies. Work is performed with latitude for independent action and decision making under the policy guidance of the City Council.

Duties include, but are not limited to, the following areas:

Statutory Duties

- Oversees and coordinates the operation of all departments.
- Establishes programs, goals and objectives to accomplish work.
- Evaluates potential projects, programs, and services to determine feasibility and community impact.
- Makes recommendations to the City Council.
- Analyzes the use and acquisition of technology to enhance the efficiency and effectiveness of city services.

Supervisory Duties

- Supervises all City staff directly or indirectly.
- Acts as the personnel officer for the City and serves as final authority on all personnel actions, subject to approval of the City Council.
- Coordinates and oversees the hiring process for City employees.
- Makes recommendations regarding organizational structure and staffing.
- Coordinates annual performance reviews.
- Oversees all personnel policies and actions.
- Maintains personnel files.

Election

- Oversees local elections in accordance with State and County requirements including serving as head election judge.

Customer Service

- Promotes positive interactions between City staff and the public.
- Regularly interacts with legislators, local leaders, and state and county officials.
- Serves as the liaison to businesses and community groups.

Desired Attributes

- Experience and knowledge in multiple areas of city government including hiring and training of personnel with proven management success.
- Strong financial background and experience including budgeting, capital improvement planning, and grant writing. Some accounting knowledge is preferred.
- A leader who will take initiative and be proactive in managing City operations and prepare for staffing needs.
- A leader who builds trusting relationships and has a good local government network.
- Strategic individual able to assist the Council in setting goals and promote a shared vision for the City.
- Strong communication skills, including social media knowledge, to keep the Council, staff, and the public informed.
- An energetic and personable leader who will create a positive and professional work environment.
- Strong organizational awareness to know staff workloads and recommend structural changes to create efficiencies.
- Administrator who can empower, develop, mentor, and hold staff accountable.
- Knowledgeable in planning and able to assist in strategic growth and development of the community.
- Administrator who will be active within the community to promote planning/zoning/economic development and engage with residents.
- An individual who understands working in a small office with competing demands and the need to prioritize and delegate tasks.
- An individual with some small-town experience who understands the challenges of being a leader and can take criticism.
- An analytical individual who is able to do research, gather information, and make sound recommendations to the Council.
- An individual who possesses high emotional intelligence and is reliable.



POSITION ANNOUNCEMENT

City: Maple Lake, Minnesota
Position: City Administrator
Salary: $75,088 to $116,084
Application Deadline: May 1, 2024

Job Summary: The City Administrator is the chief administrative officer of the City. This position is responsible for planning, organizing, and managing all municipal activities in accordance with statutes and directives from the City Council.

Qualifications: Bachelor's degree in Public Administration, Business, Finance, Accounting, or related field, and two (2) years of experience in a general office environment with proficiency in Microsoft applications and zoning practices and procedures in municipal government. Three (3) years of experience in municipal government, economic development experience, Municipal Clerk Certification, and experience with Caselle Clarity are desired.

Apply: Visit https://daviddrown.hiringplatform.com/204996-maple-lake-city-administrator/829160-application-form/en and complete the application process by May 1, 2024. Finalists will be selected on May 21, 2024, and final interviews will be held on June 13, 2024.

Please direct any questions to Pat Melvin at pat@daviddrown.com or 612-920-3320 x116.

Work Personality Index

Psychometrics

Assessment Description

The Work Personality Index®-Second Edition, an updated version of the Work Personality Index®, is a work-oriented personality inventory that assesses the personal characteristics and tendencies that influence an individual's job performance. Comprised of 198 items rated on 5-point scales, the Work Personality Index®-Second Edition takes approximately 25 minutes to complete. It identifies behaviors that predict work success as well as individual strengths and weaknesses. The assessment is well-suited for use in selection as well as coaching and development.

What the WPI Measures

The WPI assesses 21 personality traits that directly relate to work performance

- Energy
- Ambition
- Leadership
- Social Confidence
- Persuasion
- Initiative
- Flexibility
- Multi-Tasking
- Outgoing
- Teamwork
- Concern for Others
- Democratic
- Dependability
- Persistence
- Rule Following
- Attention to Detail
- Planning
- Innovation
- Analytical Thinking
- Self-Control
- Stress Tolerance
- Management and Leadership Potential *(Select Report Only)*
- Sales Potential *(Select Report Only)*

WPI Reports

Select Report

- Provides results on each scale and supplemented with a narrative explaining the individual's results and their implications for the workplace.

The results on the WPI scales are presented as Sten Scores, which range from 1 to 10 with an average of 5.5. These scores compare the responses on the WPI items to those of a large sample of working adults. The number in the middle of the circle indicates the candidate's score on the scale. The range of scores is shown below.



Elite Intellect Profile

PsyMetrics

Assessment Description

The Elite Intellect Profile is an assessment of cognitive ability and measures the ability to be trained, solve problems, and comprehend complex relationships. Designed for selection, it is comprised of 40 multiple-choice items and has a 12-minute time limit.

Research from the testing literature regarding intelligence consistently shows that cognitive ability is a valid predictor of job performance, learning ability and training success, across most, if not all, jobs. The Elite Intellect Profile (EIP) helps employers accurately test a candidate's level of general cognitive ability. More specifically, the test measures the individual's potential to be trained, to effectively and efficiently solve problems, to communicate clearly and to comprehend complex relationships.

What the Elite Intellect Profile Measures

- Verbal Reasoning
  - Verbal Reasoning measures the degree to which the individual is likely to understand logical relationships among written or spoken words, including word comprehension and associations. This ability is especially important for jobs requiring quick and fluid thinking and jobs requiring that conclusions be drawn from moderate to complex verbal or written communications.
- Mathematical and Logical Reasoning
  - Mathematical and Logical Reasoning measures the degree to which the individual is likely to reason logically and to understand and solve basic to more complex mathematical, logical and abstract problems. While research has shown that logical reasoning is important for most jobs, this ability is especially critical for jobs requiring analytical problem solving
- Overall Mental Aptitude

Elite Intellect Profile Report

The candidate’s raw and norm-based percentile score on each scale is reported and supplemented with extensive interpretive information. Also included in the report are the IQ equivalency scores for the Total Score and the degree of fit between the Total Score and the job the individual is applying for with respect to the intellectual requirements of the job.

Elite Intellect Profile is a copyright and mark owned solely by PsyMetrics, Inc.

Additional Services

Goal Setting/Strategic Planning - cost varies based on scope of work

Many organizations, and especially those with new leadership, will find it beneficial to bring their leadership team together to discuss and set goals and strategies for the organization's future. Bart Fischer, a DDA HR Management Consultant, can assist in providing this service for your organization. The objective of this process is to have a clear direction and action steps for the leadership team to work towards over the next several years.



Areas of discussion and focus for a goal and strategies setting process/session include:

- Team Building
- The opportunity for individuals to express their desires and goals for the organization and community
- The opportunity for others to listen and hear the desires and goals of each individual participant
- Focused discussion and prioritization of individual goals and strategies into a clear direction and action steps for the community's future
- A list of prioritized goals and strategies for the organization that is fluid, useable, and does not sit on the shelf

For more information on a goal and strategy setting session for your leadership team and organization, please contact your assigned Management Consultant or Bart Fischer at 612-920-3320 x119 or bart@daviddrown.com.

Leadership Development Mentoring - $5,000/year

DDA HR is committed to helping foster a successful relationship between an organization and their newly appointed City Administrator. Our Leadership Development Mentoring service offers the opportunity for DDA HR to work with the new Administrator to navigate through issues or challenges that arise and share valuable knowledge, help them develop and/or refine skills, and guide them toward their purpose to succeed as a public administrator.



- Trusted Advice and Mentorship
- Professional & Personal Development
- Networking & Valuable Connections
- Clarity of Purpose
- Shared Experiences
- Alignment with Council Goals
- Refocus & Reenergize
- Developing Leadership Skills and Emotional Intelligence

For more information on our Leadership Development Mentoring service, please contact your assigned Management Consultant or Bart Fischer at 612-920-3320 x119 or bart@daviddrown.com.

Performance Evaluations - cost varies based on scope of work

A successful community is often built on good leadership. This leadership is not the achievement of a single person but rather a strong team of leaders working and communicating with staff and residents to deliver effective and efficient services that provide value to residents. Utilizing communication to build trusting relationships between the Administrator/Manager and Board/Council is more critical than ever to a community's success.



DDA HR can assist your organization with performance evaluations in any of the following ways:

- Create a new performance evaluation process based on a thorough review of the needs of the organization
- Reviewing and improve an existing performance evaluation process with specific goals in mind, i.e. retention of employees, succession planning, gaining additional input, identifying more relevant criteria, etc.
- Conducting the performance evaluation process
- Providing training for supervisors and managers on how to effectively evaluate performance and establish upcoming goals

For more information on our Performance Evaluation service, please contact your assigned Management Consultant Melvin at 612-920-3320 x116 or pat@daviddrown.com.



OCTOBER 2024

City Administrator Recruitment Proposal

FOR THE CITY OF BREEZY POINT, MN

PRESENTED BY

Greg M. Prothman
President, GMP Consultants

GMP CONSULTANTS
Greg@gmphr.com
(206) 714-9499
www.gmphr.com

GMP CONSULTANTS

GMP CONSULTANTS

October 22, 2024

Mr. Jerry Bohnsack
Interim City Administrator
City of Breezy Point
8319 County Road 11
Breezy Point, MN 56472

Dear Bohnsack,

Thank you for the opportunity to provide a proposal to assist the City of Breezy Point with the recruitment of its next City Administrator. GMP is well positioned to partner with the City as we are currently conducting or have recently completed national city/county management searches for:

- City of North Branch, MN – City Administrator
- City of Medina, MN – City Administrator
- City of Brainerd, MN – City Administrator
- City of Oak Park Heights, MN – City Administrator

Your consultant will be Mr. Jeff Weldon. Jeff brings 29 years in municipal management in Minnesota and South Dakota including City Manager for Brookings and Yankton, SD; City Administrator for Redwood Falls, MN; and Assistant City Administrator for Apple Valley, MN. Jeff was the lead consultant for the cites of North Branch, Medina, and Brainerd City Administrator recruitments.

These and other recently completed searches provide us with an excellent knowledge of both Minnesota and national city management candidates. Having conducted 600 total recruitments including over 150 city/county manager recruitments, we believe GMP's proven process provides a best practices approach to attracting high-quality candidates and ensuring a good fit for your organization. We have earned a reputation for providing superior service and building lasting relationships with both clients and candidates.

If you have any questions or would like to discuss your specific needs, please do not hesitate to contact me at (206)714-9499 or Greg@gmphr.com. I look forward to hearing from you and hope to have the opportunity to work together soon.

Sincerely,

Greg M. Prothman
President
GMP Consultants

ABOUT GMP CONSULTANTS

GMP Consultants is a public sector executive search firm with a collective 240 years of local government leadership experience with both regional and national relationships. GMP Consultants offer our clients experienced subject matter experts with a solid understanding of local government coupled with decades of experience. We have served in a wide range of executive positions, from city and county management to public works, management information systems, and finance.

Our Qualifications

Founded and led by Greg M. Prothman, formerly the CEO of Prothman, GMP consultants have worked on over 600 executives searches and over 100 public sector consulting projects. All our senior search consultants are active in both ICMA and local state level city management associations or in their respective professional associations.

Our Philosophy

Our business philosophy centers on the understanding that this is a "people" related industry. We have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe that attention to others' needs is the key to effective customer service.

Why Choose GMP?

What you get with GMP Consultants is personal service. You appreciate it when phone calls are returned, projects stay on schedule and your challenges are given thorough and creative thinking. While other companies may assign your business to lesser experienced staff, we offer exceptional service from senior-level consultants

- **Service & Relationship** - Our consultants have a reputation for providing outstanding service and building lasting relationships with both clients and candidates.

- **Customized Solutions** - We take the time to become familiar with your organization to ensure that we offer the best solution and not just a single service.

- **People First** - We work closely with you and your candidates through every stage of the recruitment process, creating a welcoming candidate experience and ensuring an effective recruitment outcome.

- **Team Approach** – With 12 former administrators/managers our consulting group works as a team to leverage their networks to assist with each assignment and give your challenges thorough and creative thinking and providing excellent access to potential candidates.

GMP Consultants Mission: *To provide exceptional executive search, interim placements, and organizational consulting services partnering with our public sector clients to provide the highest quality services to their residents.*

PROJECT TEAM MEMBERS

Greg M. Prothman – President

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its CEO. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master's degree in Public Administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and the Crystal Mountain Ski Patrol.

Jeff Weldon - Lead Consultant

Jeff served 29 years in municipal management in Minnesota and South Dakota including city manager for Brookings and Yankton, SD; city administrator for Redwood Falls, MN; and assistant city administrator for Apple Valley, MN. Jeff was also an adjunct instructor at South Dakota State University in Public Administration and State and Local Government. Jeff currently serves local government managers in Minnesota and South Dakota with career and professional development as a Senior Advisor for the state associations. Jeff holds a Bachelor's Degree from Minnesota State University and a Master's Degree from Hamline University.

Matt Fulton - Senior Consultant

Matt brings over 30 years of local government leadership experience serving as a city manager in small (7,000 pop.) and large organizations (65,000 pop.) in Minnesota and Wisconsin. He has worked in suburban and free standing full service environments as well as in fully developed and fast growing communities. During his career, Matt has had the opportunity to provide leadership at the local, state, national, and International levels, including serving as a Regional Vice President on the ICMA Executive Board of Directors, a member on the Minnesota League of Cities Board of Directors, and as President of the Minnesota City/County Management Association. Matt has a Master's degree in Public Administration from the University of Wisconsin and an undergraduate degree in urban planning from the University of Minnesota.

Kate Hansen – Operations Manager

Kate brings 20 years of project management and administration experience spanning private business, nonprofit, and government. She is a certified Project Management Professional (PMP) and holds a B.A. in Theatre from Chapman University, with an emphasis in stage management. Having served as a fire district administrator, political campaign manager and elected official, Kate possesses multi-faceted experience in local government. She has also served on the Board of Directors for multiple non-profits.

Sarah Marsh – Content Designer

Sarah brings a background across nonprofit, business, government, and education sectors. She holds an M.B.A in Organizational Behavior & Development from the University of Vermont. She also publishes in the field of American History and is the author of two award-winning children's books with Disney-Hyperion and Little, Brown. Sarah has a heart for researching and highlighting what makes a community and organization special.

Brenda Gabbitas – Project Manager

Brenda has over a decade of experience working with many communities around the globe in both public and private sectors. She leans on her experiences to build lasting relationships with everyone she works with while delivering unparalleled levels of service. Brenda holds a Bachelor's of Education in Early Childhood Development from Utah Valley University.

WORKPLAN & APPROACH

GMP Consultants have conducted hundreds of successful executive searches refining our process along the way. We provide the workplan, but you are in charge, we customize every recruitment to meet your needs. We partner with you with the goal of finding a highly qualified candidate who is the perfect "fit" for your organization.

INFORMATION GATHERING & RECRUITMENT PROFILE DEVELOPMENT

Review and Finalize Search Process and Schedule

Your lead consultant and project manager will meet with the Mayor & City Council via Teams:

- Review and modify as needed the project scope of work and process
- Establish a project schedule
- Identify the geographic scope of the recruitment
- Review the compensation package
- Identify key stakeholders
- Review the job description
- Review and discuss any additional issues as needed

Profile Research and Stakeholder Meetings & Public Input

Our goal is to thoroughly understand your organization, current challenges, and preferred qualifications for this recruitment. Your lead consultant via Teams will interview with:

- Mayor
- City Council Members
- Leadership Team
- Others as Directed
- Review All Relevant Documents

Develop, Review, and Approve a Detailed Recruitment Profile & Invitation

We'll create a detailed recruitment profile highlighting the strengths of your job opportunity. If requested, we will assist in reviewing the position compensation and will make recommendations that are consistent with comparable agencies and the market. Examples of prior recruitment profiles are included in this proposal and typically feature the following:

- Why Apply?
- Community Profile
- Quality of Life Opportunities
- The Organization, Department, & Position
- The Ideal Candidate
- Challenges & Opportunities
- Compensation & Benefits
- Your Social Media (if applicable)

STRATEGIC MARKETING

Our goal is to not only reach candidates who are actively looking for a new job but those directors who are happy in their current assignment but who could be intrigued and interested in your opening. We research and develop a personalized national advertising strategy designed to reach all potential qualified candidates for your City. The Advertising Strategy is comprised of four components:

- Targeted National Advertisement
- Mailed “Invitation to Apply” Flyers
- Personal Calls by Lead Consultants
- Emails to potential Candidates

Targeted Advertisement - We develop a custom national advertisement plan highlighting the City and the City Administrator opening placing ads in websites and job boards. Potential ad examples include:

- Intl. City/County Managers Assoc. (ICMA)
- League of Minnesota Cities
- League of Minnesota Counties
- Minnesota City/County Management Assoc.
- Wisconsin City Managers Association
- Iowa City/County Management Assoc.
- Illinois City/County Management Assoc.
- Indiana City Managers Association
- Careers in Government
- Government Jobs
- GMP Job Board
- GMP LinkedIn

Development of Candidate Database for Direct Mail Invitations – We create a customized *Invitation to Apply* flyer (examples are included) and then develop a database of potential city management candidates. We will mail approximately 400 to 600 letters of invitation to city managers/administrators in the 6 mid-western United States.

Personal Emails – We will send emails to over 3,000 city managers & administrators nationwide.

Personal Calls by our Lead Consultants – We will reach out to potential candidates who might be a good fit or who are looking for their next challenge. We will also reach out to our personal knowledge of city administrators to make them aware of your opportunity.

CANDIDATE EVALUATION & PRESENTATION

Candidate Application Materials

- ***Application*** – Candidates are asked to submit a cover letter, application, resume, and five professional references of peers, subordinates and supervisors.
- ***Communication*** – We provide you with a summary of the advertising strategy, number of applications, and number of candidates we selected for a preliminary interview.
- ***Review of Applications (if requested)*** – Occasionally some clients wish to review all the application materials prior to our selection of candidates for a preliminary interview. We are happy to facilitate this if desired.

Preliminary Candidate Interviews – Once a candidate has indicated an interest in the position, we complete a multi-step screening:

- ***Review*** – Evaluate all candidate application materials
- ***Select*** – Identify the most promising candidates for a preliminary interview
- ***Internet Research*** – Conduct an in-depth internet inquiry on each candidate to identify any concerning issues to be reviewed with the candidate
- ***Interview*** – Your lead consultant conducts an in-depth preliminary interview with the most promising candidates
- ***Summarize*** – Provide a written summary of our observations of each candidate's strengths, weaknesses and potential fit with your agency
- ***Recommend*** – Provide recommendations on each candidate for further consideration

Work Session - We meet with you to review the results of the preliminary interviews. Our goal is to provide as much information on each of the most promising candidates, providing you with the needed data to make quality decisions on each applicant.

- ***Deliverables*** **-** Prior to the meeting, we provide with sufficient time to review:
  - ***Candidate Packets*** that include their cover letter, resume, supplemental questions, our consultant's interview notes, and internet search results
  - ***Candidate Summary Sheet*** with a snapshot of each candidate and consultant's recommendations
  - *(If requested)* A complete file of remaining candidates' application materials
- ***Candidate Review*** **-** We review and discuss each candidate's materials and interview results with you
- ***Finalist Candidate Selection*** **-** You select those candidates to move forward for a final interview
- ***Final Interview Design*** **-** We help you decide on the structure of the interviews, including the panel participants and facilitators, tailoring our process to fit your needs.
- ***Coordinate Candidate Travel*** **-** We identify which candidate travel expenses you wish to cover

- ***Interview Questions*** **-** Identify any interview topic areas of interest from which we can develop potential interview questions

Final Interview Design - We help you decide on the structure of the interviews, including the panel participants and facilitators, tailoring the process to fit your needs.

FINAL INTERVIEWS & CANDIDATE SELECTION

Prior to the final Interviews we:

- ***Conduct Reference Checks*** - We conduct professional reference checks on each candidate, requesting the names of supervisors, subordinates, and peers
- ***Conduct Background Checks*** - Background checks include Education Verification, Criminal History, Driving Record, and Sex Offender Check
- ***Facilitate Candidate Travel*** – Based on your guidance we coordinate the most cost-effective travel arrangements and ensure the candidate has information regarding their interviews and times.
- ***Develop a Master Interview Schedule*** – We work with you to identify interview venues and then develop a master interview schedule
- ***Develop Draft Interview Questions*** – Provide draft interview questions for your review for each advisory panel (if used)
- ***Provide Final Interview Materials*** – Provide finalist packets for each candidate in a PDF file for printing by your agency as well as the master schedule
- ***Coordinate Final Interviews*** – We will work hand-in-hand with your team to coordinate all of the details of conducting the final interviews

Final Interviews

- ***Facilitate Final Interviews –*** Your lead-consultant will be on site to facilitate the final interview process
- ***Facilitate Panel Debrief*** - After interviews are complete, we facilitate a debrief with all advisory panels on each candidate's strengths and areas needing support as information for your hiring authority
- ***Candidate Evaluation*** – As needed, we facilitate your evaluation of the candidates and potential consensus on a preferred candidate, including any additional candidate referencing or research

Candidate Selection & Appointment - Once you have identified a preferred candidate, we:

- Facilitate and identify potential contract elements with you
- Assist with the job offer and contract negotiations leading to an employment agreement
- Notify all of the unsuccessful finalists
- ***Celebrate the selection of your new City Administrator!***

RECRUITMENT SCHEDULE EXAMPLE

Recruitments take approximately 90 days to complete.

Kickoff Meeting		**City & GMP:** Meet to discuss timeline & search process
Profile Development	Week 1-2	**GMP:** Meet with key stakeholders & create position profile
Advertising	Weeks 3-7	**GMP:** Post online ads; send direct mailing
First Review	Week 8-9	**GMP:** Conduct preliminary interviews with most promising candidates
Work Session	Week 10	**GMP & City:** Meet to review semifinalists and choose finalist candidates
Final Interview Preparation	Week 11-12	**GMP:** Conduct background & reference checks, complete final Interviews schedule, coordinate travel with candidates
Final Interviews	Week 12	**City:** Hosts finalist interviews **City:** Makes hiring selection

PROFESSIONAL REFERENCES

City of Blaine, MN *pop. 70,000*
Michelle Wolfe, City Manger
mwolfe@blainemn.gov
763 785 6121
Finance Director – recently completed
Human Resources Manager- just completed

City of Brainard, MN *pop. 14,750*
Kris Schubert - Human Resource Director
kschubert@ci.brainard.mn.us
218 828 2307
City Administrator
Utilities Director (recently completed)

City of Oak Park Heights, MN *pop. 4,692*
Mary McComber, Mayor
marymccomber@aol.com
(651) 351-7879
City Administrator - just completed

City of North Branch, MN *pop. 12,117*
Kevin Schieber, Mayor
kevins@ci.north-branch.mn.us
763-443-5951
City Administrator - recently completed

PROFESSIONAL FEE

The fee for conducting a City Administrator recruitment is $17,000 with a not to exceed price of $24,500. The professional fee covers all consultant and staff time required to conduct the recruitment. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews. The City of will be responsible for reimbursing expenses incurred on the City's behalf.
Expenses include:

- Websites, job boards and other advertising (approx. $1,600 - 2,200 est.)
- Direct mail announcements (approx. $1,300 - $1,900 est.)
- Consultant travel: Mileage at IRS rate and $65 per hour, plus hotel for overnight accommodation
- Background checks (approx. $225 per candidate)

The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation. Any additional work requested beyond services provide in the scope of work is billed at $170 per hour. If a candidate is not selected and a second recruitment is needed, additional expenses may be applicable beyond the not to exceed figure.

GUARANTEE & WARRANTY

Should the selected candidate leave the employment of the City within the first **24 months** of appointment, we will conduct one additional recruitment for the cost of expenses only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment once with no additional professional fee, the only cost to you would be the expenses.

CITY/COUNTY MANAGEMENT RECRUITMENTS

Conducted and Managed by GMP Consultants

In progress Recruitments

City of North Branch, MN
City Administrator
City of Medina, MN
City Administrator
City of SeaTac, WA
City Manager
City of Moses Lake, WA
City Manager
City of North Plains, OR
City Manager
Crook County, OR
County Manager
City of Moad, UT
City Manager

Recently Completed

City of Oak Park Heights, MN
City Administrator
City of Brainerd, MN
City Administrator
Greys Harbor County, WA
County Administrator
City of Kennewick, WA
City Manager
City of Shady Grove, OR
City Administrator
City of Belgrade, MT
Assistant City Manager
City of Canby, OR
City Administrator
City of Cottage Grove, OR
City Manager

Completed in the last 18 months

City of Tumwater, WA
City Administrator
City of Pasco, WA
City Manager
Lewis County, WA
County Manager
City of Mountlake Terrace, WA
City Manager
City of Lacey, WA
City Manager
City of Sammamish, WA
City Manager
City of Livingston, MT
City Manager

All Management Recruitments

City & Borough of Sitka, AK
Municipal Administrator
City & Borough of Wrangell, AK
Borough Manager
City & County of Broomfield, CO
Deputy City and County Manager
City of Astoria, OR
City Manager (2)
City of Arlington, WA
City Administrator
City of Bainbridge Island, WA
City Administrator
City of Bandon, OR
City Manager
City of Battle Ground, WA
City Manager (2)
City of Belgrade, MT
City Manager (2)
City of Bingen, WA
City Administrator
City of Bothell, WA
Deputy City Manager
Assistant City Manager
City of Burns, OR
City Manager
City of Canby, OR
City Administrator
City of Carnation, WA
City Manager (2)
City of Casper, WY
City Manager
City of Chehalis, WA
City Manager (2)
City of Chelan, WA
City Administrator (3)
City of Clyde Hill, WA
City Administrator
City of Coburg, OR
City Administrator
City of College Place, WA
City Administrator
City of Colorado Springs, CO
Assistant City Manager
City of Connell, WA
City Administrator (2)
City of Coquille, OR
City Manager

City of Covington, WA
City Manager
City of Damascus, OR
City Manager
City of Drain, OR
City Administrator
City of DuPont, WA
City Administrator
City of Duvall, WA
City Administrator
City of Edgewood, WA
City Manager (2)
City of Ellensburg, WA
City Manager
City of Emeryville, CA
City Manager
City of Fife, WA
City Manager
City of Fircrest, WA
City Manager (2)
Town of Friday Harbor
City Administrator
City of Gig Harbor, WA
City Administrator
City of Gillette, WY
City Administrator
City of Gladstone, OR
City Administrator
City of Hailey, ID
City Administrator
City of Hermiston, OR
City Manager
City of Hood River, OR
City Manager
City of Issaquah, WA
City Administrator
Deputy City Administrator
City of Kelso, WA
City Manager
City of Kenmore, WA
City Manager (2)
City of Ketchum, ID
City Administrator
City of Lacey, WA
City Manager (2)
City of Lake Forest Park, WA
City Administrator (3)
City of Lake Oswego, OR
City Manager
City of Lake Stevens, WA
City Administrator
City of Lakewood, WA
City Manager
Assistant City Manager
City of Leavenworth, WA
City Administrator (2)
City of Lebanon, OR
City Manager
City of Lewiston, ID
City Manager
City of Lincoln City, OR
City Manager
City of Livingston, MT
City Manager
City of Longview, WA
City Manager
City of Louisville, CO
City Manager
City of Lynden, WA
City Administrator
City of McMinnville, OR
City Manager
City of Mill Creek, WA
City Manager
City of Milwaukie, OR
City Manager
City of Newcastle, WA
City Manager (2)
City of Minot, ND
City Manager
City of McMinnville, OR
City Manager
City of Monroe, WA
City Administrator
City of Moses Lake, WA
City Manager (3)
City of Mountlake Terrace, WA
City Manager (3)
City of Mt. Angel, OR
City Manager
City of Mukilteo, WA
City Administrator
Management Services Director
City of Newcastle, WA
City Manager (2)
City of Normandy Park, WA
City Manager
City of Ontario, OR
City Manager
City of Othello, WA
City Administrator
City of Pasco, WA
City Manager (2)
Deputy City Manager
City of Polson, MT
City Manager
City of Port Angeles, WA
City Manager
City of Port Townsend, WA
City Manager
City of Post Falls, ID
City Administrator
City of Prosser, WA
City Administrator
City of Puyallup, WA
City Manager
City of Rawlins, WY
City Manager
City of Renton, WA
Chief Administrative Officer
City of Ridgefield, WA
City Manager
City of Riverton, WY
City Administrator
City of Sammamish, WA
City Manager (2)
City of SeaTac, WA
City Manager
City of Scappoose, OR
City Manager
City of Shelton, WA
City Administrator
Management Assistant
City of Sheridan, WY
City Administrator
City of Shoreline, WA
City Manager (2)
Deputy City Manager
City of South Lake Tahoe, CA
City Manager
City of Spearfish, SD
City Administrator

City of Spokane Valley, WA
City Manager
Deputy City Manager
City of Stanwood, WA
City Administrator
City of Stevenson, WA
City Administrator
City of Sultan, WA
City Administrator
City of Sun Valley, ID
City Administrator
City of Sunnyside, WA
City Manager
City of Thorne Bay, AK
City Administrator
City of Toledo, OR
City Manager
City of Troutdale, OR
City Manager
City of Tumwater
City Administrator
City of Umatilla, OR
City Manager
City of Vancouver, WA
Assistant City Manager
City of Waldport, OR
City Manager
City of Walla Walla, WA
City Manager
City of West Linn, OR
City Manager
City of White Salmon, WA
City Administrator
City of Whitefish, MT
City Manager
City of Wood Village, OR
City Manager
City of Woodburn, OR
City Administrator
City of Woodinville, WA
City Manager
City of Woodland, WA
City Administrator
City of Yachats, OR
City Manager
City of Yakima, WA
City Manager
Assistant City Manager
City of Yelm, WA
City Administrator
Blaine County, ID
County Administrator
Clackamas County, OR
County Administrator
Clatsop County, OR
County Manager (2)
County of Los Alamos, NM
County Administrator
Curry County, OR
County Administrator
Deschutes County, OR
Fair & Expo Director
County Administrator
Eagle County, CO
County Manager
Franklin County, WA
County Administrator
Gunnison County, CO
County Manager
Assistant County Manager
Hood River County, OR
County Administrator
Island County, WA
County Administrator
Inyo County, CA
Assistant/Deputy County Administrator
County Administrative Officer
Jefferson County, WA
Central Services Director
Lane County, OR
County Administrator
Lewis County, WA
County Manager
Mason County, WA
County Administrator
Mono County, CA
County Administrative Officer
Assistant County Administrative Officer
San Juan County, WA
County Manager
Snohomish County, WA
Executive Director (2)
Summit County, UT
County Manager
Thurston County, WA
Assistant Chief Administrative Officer
Town of Friday Harbor, WA
Town Administrator
Town of West Yellowstone, MT
Town Manager (2)

WORK SAMPLES: POSITION PROFILE AND INVITATION TO APPLY LETTER

(Attached). Additional samples available at gmphr.com. Copyright © 2023 by GMP Consultants, . All rights reserved.

MEDINA CITY ADMINISTRATOR



Dear Colleague,

GMP Consultants is assisting the **City of Medina**, MN in finding a **City Adminstrator**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to others who may be interested?

Thank you for your consideration and assistance.

Jeff Weldon, GMP Consultants
jweldon@gmphr.com / (320) 557-8006

CITY OF MEDINA

GMP CONSULTANTS
Greg M. Prothman, President
greg@gmphr.com / 206-714-9499

WHY APPLY?

This is an exciting opportunity for a new City Administrator to take the reins of a forward-thinking, entrepreneurial community that has uniquely preserved its small-town, rural charm while being close to metropolitan amenities. Medina has a professional and experienced staff committed to exceptional public service delivery. The City Council is professional and enjoys an excellent collaborative partnership with staff and residents, which has been a hallmark of the City's success. Medina's financial management has been strong, as evidenced by its AAA credit rating, cost-effective management of City services and programs, and its stable tax base. If you are looking to guide this unique community into the future with visionary, creative, and innovative leadership, this opportunity could be for you.







View full position profile at gmphr.com

THE CITY OF MEDINA

The City of Medina operates under the Council-Administrator form of government with a City Council comprised of the Mayor and four Council Members who are all elected at large. The Mayor serves a two-year term and Council Members serve four-year terms; two of the Council members are elected every two years. The City Council appoints a City Administrator to serve as the Chief Administrative Officer of the City.

The City serves a population of more than 7,600 residents across 26 square miles. The City's 2024 budget is $6.6 million, and it is served by a team of 30 FTEs across five departments: Administration, Finance, Planning and Zoning, Police, and Public Works. Medina has two facilities for City business: City Hall and a combined Police/Public Works facility.

Medina contracts for legal services, has both Planning and Park Commissions, and is served by three local fire departments. In 2023, the City was upgraded to an AAA credit rating. Medina shares the highest credit rating of AAA with only 33 other communities in Minnesota.

Medina has successfully achieved the unique balance of retaining its rural character while promoting deliberate and selective economic and residential development. This has resulted in moderate and steady growth while limiting urban sprawl.

THE IDEAL CANDIDATE

- Is a visionary leader that can help guide the organization into the future with innovative, forward-thinking, and entrepreneurial strategic planning processes.
- Believes in collaboration and building partnerships with stakeholders to implement goals.
- Provides creative thinking in economic development that can be applied to the goal of preserving and enhancing the unique rural-urban nature of the community while expanding City revenue.
- Possesses exceptional written and interpersonal communication skills. Is approachable and interacts with others in a professional, fair, honest, clear, and open manner.
- Exemplifies employee-centric staff leadership that supports investment of resources in staff, has experience developing effective teams, appropriately delegates assignments with the right balance of accountability and autonomy, and supports staff with an "open-door" policy and is receptive to staff's feedback and ideas.
- Is committed to the highest ethical and moral standards. Is an innovative and forward-thinking leader with strong emotional intelligence and approaches challenges with a positive, "can-do" attitude.
- Is a decisive and principled decision-maker that approaches issues in a deliberate and thoughtful manner based on facts, yet exhibits flexibility to consider new information and opinions.
- Has a strong aptitude for public sector/municipal finance, budgets and debt management as well as public sector human resources, labor management, staff on-boarding, and development.
- Has the ability to cultivate and develop a positive staff culture and working environment that sustains high employee morale, staff longevity, and high performance.

LEARN MORE

Visit: **gmphr.com**

Salary Range: **$135,200 to $172,640** annually DOQ

First Review Date: **August 25, 2024**

More Information: Jeff Weldon, GMP Consultants
jweldon@gmphr.com / (320) 557-8006

GMP CONSULTANTS

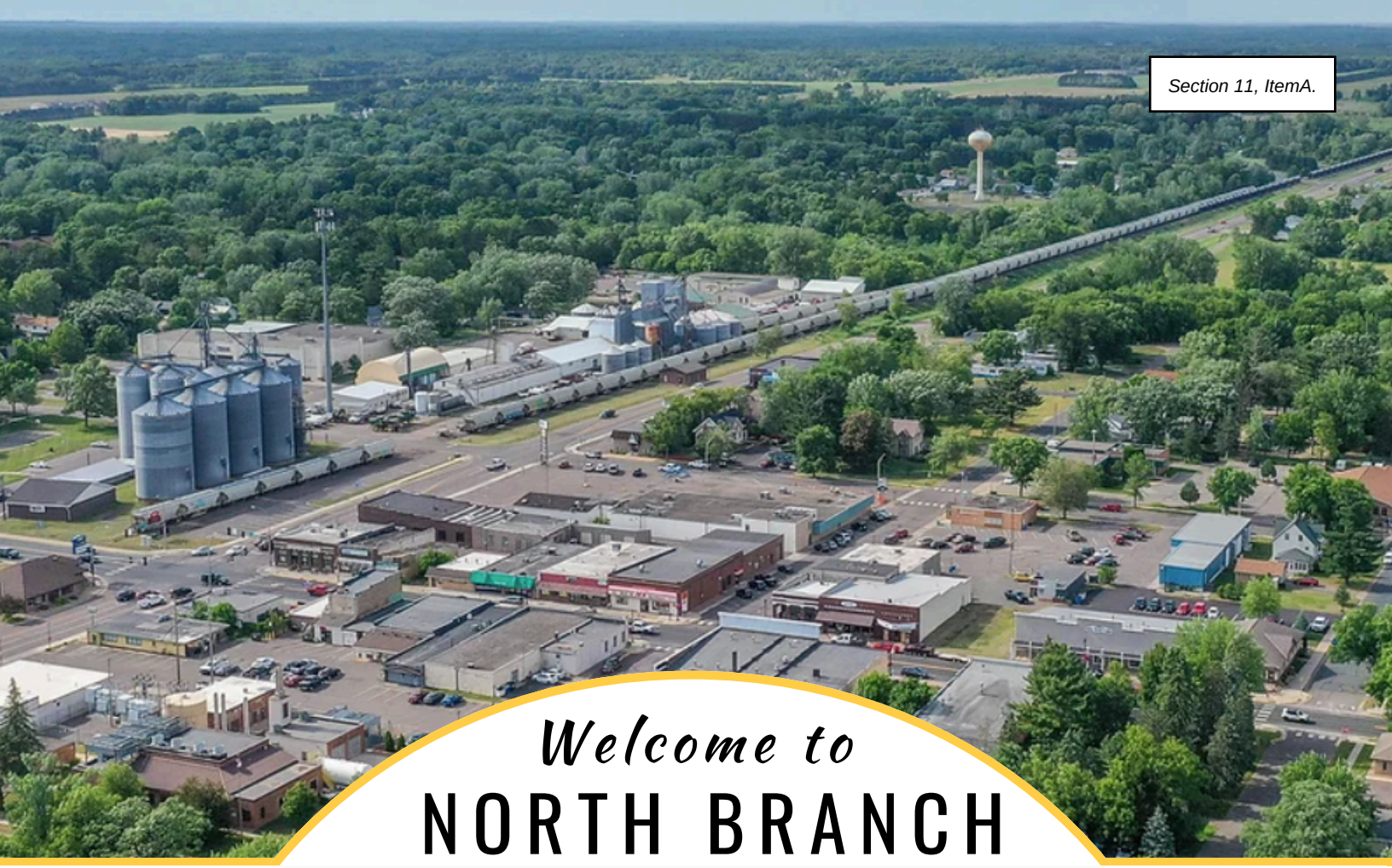
CITY ADMINISTRATOR

CITY OF NORTH BRANCH, MN



WHY APPLY?

This is an excellent opportunity for a progressive city administrator to lead a community into the future. North Branch is a full-service city with stable finances, well-maintained infrastructure, and strong council/staff relations with seasoned, experienced staff dedicated to providing exceptional customer service. Conveniently located just 30 minutes north of the Twin Cities on I-35 and less than two hours from Duluth, this community is close to big-city amenities and attractions while retaining small-town charm and friendliness in a semi-rural setting. As the largest city in Chisago County, North Branch continues to enjoy robust residential development and is poised for major commercial and industrial development and redevelopment projects. A municipally owned industrial park located on the interstate is shovel-ready for development and many other large tracts are also available. If you're looking to make a difference and enjoy an excellent quality of life, this could be the opportunity for you.



Welcome to NORTH BRANCH

North Branch is a family-friendly community of 11,791 centrally located between the Twin Cities Metropolitan Area and northern Minnesota cabin country, offering a desirable location for residents and businesses seeking small town living with all the essential amenities. As a result, North Branch is the largest and fastest growing city in Chisago County.

First incorporated as a township in 1861, the city is named for the north branch of the Sunrise River which flows west to east through the heart of the city. The town gathers to celebrate its community spirit at annual events like the Fall Harvest Festival, Midsummer Days, Winterfest, Christmas tree lighting, and summer concerts in the park.

Within the city are numerous opportunities to enjoy nature and outdoor recreation, including 301 acres of City-maintained parkland, Checkerboard County Park, Janet Johnson Wildlife Management Area, a 9-hole public golf course, and the regional Sunrise Prairie Trail—a paved pedestrian and bicycle path that extends south through Chisago and Washington Counties. The City also maintains a 21-hole disc golf course, community garden, and 3 outdoor skating rinks throughout the winter season.

As the gateway to northern Minnesota, North Branch offers proximity to many lakes, rivers, and trails for fishing, hunting, boating, hiking, and snowmobiling. Downhill skiing is available at nearby Wild Mountain and Trollhaugen ski areas. St. Croix National Scenic Riverway is only 30 miles away and offers 200 miles of wild and scenic beauty to explore.

North Branch is also home to several distinct shopping areas such as the quaint and historic downtown along with Gateway North outlet mall which features major retailers like Bath & Body Works, and Famous Footwear. Minneapolis-Saint Paul International Airport serves the region only an hour way.

THE CITY OF NORTH BRANCH



The City of North Branch is a Minnesota Statutory Plan A City with a Council-Administrator form of government. The City Council consists of a part-time mayor and four council members elected at large. The mayor is elected to a two-year term and council members are elected to four-year terms. In 2024, the Mayor and two City Council seats will be on the ballot.

The Council is responsible for setting the policy and overall direction for the City, which includes legislative decisions and approval of the City budget. City employees, under the direction of a City Administrator, carry out council decisions and provide day-to-day services. The City Administrator provides leadership, direction and guidance to all City departments and is accountable to the City Council.



The City serves a population of 11,791 across 36 square miles with a 2024 budget of $7.6 million and a team of 40 FTEs. Departments include Administration, Attorney, Building Inspection, Engineering, Finance, Fire, Liquor, Planning and Zoning, Police, and Public Works.

The community is active and engaged, as such, the City is committed to open government and strengthening connections between residents, businesses, and community partners. Several commissions assist the Council with various aspects of municipal government, including the Economic Development Authority, Planning Commission, and Parks, Trails, and Open Space Commission.

FULL-TIME EMPLOYEES 40

2024 BUDGET $7.6 million

AREA 36 square miles

POPULATION 11,791

THE CITY ADMINISTRATOR

The City Administrator is the chief administrative officer of the City and reports directly to the mayor and four city council members. The City Administrator is responsible for planning, organizing, and managing all municipal activities coordinating the day-to-day affairs of city government. The City Administrator is also the chief policy advisor for the mayor and council. The City Administrator supervises leaders in Finance, Human Resources staff, Information Technology, Liquor Operations, Community Development, Police, Fire, Parks, and Public Works. The City Administrator also serves as the lead negotiator for all four collective bargaining units.

View job description at gmphr.com





THE IDEAL CANDIDATE

- Exceptional interpersonal, oral, and written communication skills with the ability to positively interact with diverse personalities.
- An exceptional listener who is approachable and seeks advice, ideas, and opinions of others. Respects and appreciates opposing viewpoints. Strong facilitation skills that support and enable opportunities to reach consensus, especially on difficult issues.
- Models ethical and moral behavior, conducts themselves with the highest levels of integrity and honesty, and is committed to the highest ideals of accountability and transparency as the foundation of promoting good government.
- Able to advise the Mayor and Council in their decision-making process by providing thorough, accurate, timely, and comprehensive data constructively and positively.
- Goal-driven in the pursuit of excellence in work product and provides strong, visionary leadership to inspire and motivate others to work collaboratively and in partnership to resolve challenges.
- Approaches challenges and opportunities in a positive, self-confident manner with creativity and is willing to undertake reasonable, calculable risks in the pursuit of excellence with the goal of continuous improvement of public services.
- Utilizes entrepreneurial, forward-thinking, and non-traditional approaches to problem-solving.
- Develops effective policies and procedures that are clear and concise.
- A comprehensive but high-level understanding of municipal finance, laws, human resources, planning and zoning, and other basic service delivery functions. Knowledgeable in economic and community development principles and practices.
- Able to advance, articulate, and defend staff recommendations that are in the best interest of the greater good with confidence and in a respectful, disciplined, and pragmatic manner.
- A strong leader who delegates tasks and duties while supporting and motivating staff through teamwork, and who sees such delegation as professional development and investment in staff.
- Balances the responsibilities of managing daily operations with representing the City's interests through engagement with external community, state, and national associations and organizations including state agencies and the legislature. Must be a strong proponent of intergovernmental relationships that forge productive partnerships.
- Is comfortable in a fully cloud-based computing environment.
- Is transparent and proactive with staff in all dealings. Has a commitment to "no surprises" when working with all stakeholders.
- Consistently prioritizes City's needs, goals, and vision over personal goals.
- Able to collaborate with City staff to develop solid 10-year financial plans for both the budget and capital improvement plan.









OPPORTUNITIES & CHALLEN

Staff Development

A recent analysis concluded that the City would greatly benefit from the addition of 7.5 full-time employees to expand services in response to growth. One such position is human resources. These functions are currently dispersed and need to be consolidated into a comprehensive staffing program that addresses hiring, on-boarding, benefits administration, workplace safety, performance evaluations, and professional development. A finance plan will also be needed. The most immediate staffing issue will be filling the vacant position of Community Development Director.

Facility Analysis

Another study concluded that the City should re-examine several of its current facilities, such as Public Works. While City Hall is functional, additional space is needed to improve efficiency and expand service levels. The Police Department has the most acute space needs as it's in the basement of City Hall. Finally, several new recreational facilities are being considered and include a community center, pool, hockey facility, and splash pad.

Economic Development and Growth Management

The City has enjoyed rapid growth in single-family residential development, averaging over 100 new homes per year. This growth rate has been driven chiefly by residents re-locating from the Twin Cities and is expected to continue. The City is poised for more major commercial and industrial growth and had the foresight to invest in a major 200+acre, shovel-ready industrial park located on I-35. In addition, several other large tracts of privately-owned land exist to accommodate growth. To diversify and expand the tax base, the City needs to aggressively promote commercial and industrial growth. Finally, several opportunities exist for in-fill re-development including certain parts of the downtown central business district and the current Tanger Mall.

City Council Governance Process

The City Council is a mix of newly elected members and those with longer tenure. As such, the Council has significantly divergent policy views and perspectives. Several previous issues have proven contentious. Council is looking for methods to improve their governance process to better facilitate their decision-making. The new City Administrator will have the opportunity to provide new leadership and skills to assist the Council with this improvement process. The City would likely benefit from undertaking a comprehensive strategic planning exercise to clearly identify and advance the City's goals and objectives.

EDUCATION & EXPERIENCE

Bachelor's degree in public administration, business administration, or closely related field and 5 years of experience in broad areas managing public organizations that contributed to a knowledge base and an ability to employ management, budgeting, planning, and program techniques in daily operation of a similarly complex entity. Or any satisfactory combination of experience and training which demonstrates the knowledge, skills, and abilities to successfully perform the job. Masters' Degree preferred.



COMPENSATION & BENEFITS

The City of North Branch is offering an annual salary range of $140,000 to $180,000 for this position, dependent upon experience and qualifications. The benefit plan includes employee medical and dental insurance, standard paid holidays, negotiated sick and vacation leave, $25,000 basic Life insurance + salary, Short-Term Disability (STD), Healthcare Savings Account (HSA), and Volunteer Employee Benefits Association (VEBA) account.

RESOURCES

2024 Budget

2018 Comprehensive Plan

2023- 2032 Capital Improvement Plan

North Branch Area Chamber of Commerce

CITY OF NORTH BRANCH



TO APPLY

Apply Online: gmphr.com

First Review: August 18, 2024

More Info: Jeff Weldon, GMP Consultants
jweldon@gmphr.com / (320) 557-8006

GMP CONSULTANTS