



CITY COUNCIL REGULAR MEETING

Monday, May 01, 2023 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

Items not included in the agenda.

6. 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.](#) April 3, 2023 Regular City Council Meeting Minutes

[B.](#) April 19, 2023 Board of Appeal & Equalization Meeting Minutes

[C.](#) Approval of Claims Totaling \$52,056.29 Comprised of Physical Checks 138370-138426.

[D.](#) Mutual Aid Agreement with St. Louis County

[E.](#) 2023-2024 Fire Services Contract

7. PERSONAL & FINANCE COMMITTEE REPORT

[A.](#) Agreement with BakerTilly for Municipal Advisor Services

8. SAFETY & PUBLIC WORKS COMMITTEE REPORT

[A.](#) Buschmann Road Design Contract Amendment & Project Update

9. NEW BUSINESS

[A.](#) Acquisition of Old Charter Communications Building

[B.](#) City Council Workshop on City Hall Facility Assessment Report

[C.](#) Classification of Tax Forfeited Properties

[D.](#) Continuation of Local Board of Appeal & Equalization

10. OLD BUSINESS

- 11. STAFF REPORTS**
- 12. MAYOR AND CITY COUNCIL REPORTS**
- 13. ADJOURN TO CLOSED SESSION PURSUANT TO STATE STATUTE 13D.05 TO CONDUCT ANNUAL PERFORMANCE EVALUATION ON CITY ADMINISTRATOR DAVID CHANSKI**
- 14. RECONVENE OPEN SESSION**
- 15. ADJOURN**

**Breezy Point City Council
April 3, 2023 - 6:30 pm
Regular Meeting Minutes**

The meeting of the Breezy Point City Council was called to order by Angel Zierden at 6:30 p.m. Councilmembers present were Rebecca Ball, Steve Jensen, Michael Moroni, and Brad Scott. Staff present included Administrator Clerk David Chanski, Assistant Administrator Daniel Eick, Deputy Clerk Deb Runksmeier, Police Chief Brian Sandell, and Public Works Supervisor Joe Zierden. All present stood for the pledge of allegiance.

Approval/Amendment of the Agenda

MOTION MORONI/JENSEN TO APPROVE THE AGENDA AS PRESENTED.
MOTION CARRIED 5-0,

Open Forum

Diane Williams - 32744 Northwoods Lane
Lisa Baer - 29726 Lakeshore Drive

Consent Agenda

- A. March 6, 2023 Regular City Council Meeting Minutes
- B. March 17, 2023 Special City Council Meeting Minutes
- C. Approval of Claims Totaling \$96,270.41
- D. Appoint Darlene Erickson to Cemetery Commission
- E. Appoint Lia Baer to Cemetery Commission
- F. Sourcewell Community Impact Funding Grant Approval

MOTION MORONI/BALL TO APPROVE THE CONSENT AGENDA, MOTION CARRIED 5-0

Consideration of RFP for Health Insurance Broker

City Administrator Chanski presented a request from staff to issue a Request for Proposal for health insurance broker services. He shared that the City has had its current broker since 2017, and, while there have been no significant issues with the City's broker, it is general best practice to quote professional services at least every 5 years.

MOTION MORONI/JENSEN TO APPROVE STAFF TO ISSUE REQUEST FOR QUOTES FOR HEALTH INSURANCE BROKER OF 2024, 2025, AND 2026 BENEFITS, MOTION CARRIED 5-0

2023 Tort Liability Waiver

City Administrator Chanski shared that the City Council is statutorily required

annually to decide whether to waive its tort liability limits as part of its League of Minnesota Cities Insurance Trust insurance renewal. City Administrator Chanski did not recommend waiving the liability limits.

MOTION MORONI/JENSEN TO NOT WAIVE THE STATUTORY TORT LIABILITY LIMITS FOR 2023, MOTION CARRIED 5-0

Airport Request for Use of Tables and Chairs

MOTION MORONI/JENSEN TO APPROVE BREEZY POINT AIRPORT USE OF TABLES AND CHAIRS FOR MAY 6 AVIATION DAY EVENT, MOTION CARRIED 5-0

Direction on Continuation of Disc Golf Course Expansion

Mayor Zierden asked for adjacent property owners to speak about solutions to the expansion. Residents that spoke were:

Tracy and Jonathan Kurten - 31709 Green Scene Drive

Bill and Lisa Toft - 31877 Green Scene Drive

Tim Olsen - 31908 Blue Ridge Drive

Valarie Wallin - 31894 Blue Ridge Drive

Following public comment, the City Council began its discussion on the issue of the disc golf course expansion. Councilmember Jensen shared that he would like to send the issue back to the Parks & Recreation Committee for review.

Councilmember Scott questioned why the disc golf course was even needed and what the public purpose of the disc golf course was. Councilmember Moroni agreed that he liked the idea of sending the issue back to Parks & Recreation for review and also addressed previously raised public comments that he should abstain for any vote on the issue.

MOTION MORONI/JENSEN TO ALLOW COUNCILMEMBER MORONI TO VOTE ON DISC GOLF COURSE EXPANSION ISSUE, MOTION PASSED 3-1 AND MORONI OBSTAINED

Further discussions was had among the City Council. Councilmember Ball agreed that reviewing the expansion appropriate, and it makes senses to take a pause. She also added that any direction given to the Parks & Recreation Committee needed to be clear and that she does not want to start over. Mayor Zierden stated the she also thought a pause in the project would be a good thing and that residents should work with staff to resolve issues.

During discussion, Travis Moser of 32433 Cedar Street was recognized to speak.

MOTION SCOTT TO RESTORE THE DISC GOLF COURSE TO ITS NATURAL STATE, MOTION FAILED DUE TO LACK OF SECOND

The following individuals were recognized to speak:

Mike Cuffe - 32475 Cedar Street

Sandy Logelin - 31694 Ranchette Drive

MOTION BALL/ZIERDEN TO MOVE FORWARD WITH DISC GOLF EXPANSION AND PAUSE TO ALLOW RESIDENTS TO WORK WITH STAFF ON SOLUTION TO BE BROUGHT BACK IN JUNE. ADDITIONALLY, TO NOTIFY ALL PROPERTIES ALONG THE DISC GOLF COURSE EXPANSION AND DIRECT THE PARKS & RECREATION COMMITTEE TO LOOK AT OTHER USES IN CONJUNCTION WITH THE DISC GOLF COURSE, MOTION FAILED 2-3

Diane Williams of 32744 Northwoods Lane and Tom Lillehei of 7460 Fairway Lane and Travis Moser were recognized to speak.

MOTION MORONI/JENSEN TO SEND THE ISSUE OF THE DISC GOLF COURSE EXPANSION BACK TO THE PARKS & RECREATION COMMITTEE IN MAY TO REVIEW ALTERNATIVE USES OF THE PROPERTY AND IF A DISC GOLF COURSE IS STILL THE BEST USE OF THE LAND. AND HAVE STAFF SIMULTANEOUSLY WORK WITH ADJACENT PROPERTY OWNERS ON POSSIBLE SOLUTIONS TO BE PRESENTED TO THE CITY COUNCIL IN JUNE PENDING A RECOMMENDATION FROM THE PARKS & RECREATION COMMITTEE. MOTION CARRIED 3-2

Staff Reports

City Administrator Chanski reminded the City Council on the public of the Board of Appeal & Equalization meeting that will be held on Wednesday, April 19 at 10:00a.m. in the City Council Chambers.

Adjourn

MOTION MORONI/JENSEN FOR MEETING TO CONTINUE MEETING ON APRIL 19, 2023 AT 10 AM, MOTION CARRIED 5-0

David Chanski, Administrator/Clerk

Breezy Point City Council
Wednesday April 19, 2023 - 10:00 a.m.
Board of Review and Equalization Minutes

Mayor Zierden called the Board of Review and Equalization meeting to order at 10:00 a.m. Councilmembers present included Zierden, Ball, Jensen, and Moroni. Councilmember Scott was absent. Also present were City Administrator/Clerk David Chanski as well as Gary Griffin, Jason Dann, Sandra Brueland, Zachary Houle, and Trevor Courneya from Crow Wing County Assessor's Office.

Gary Griffin spoke as to the purpose of the meeting and gave the 4 options available to the City Council for valuation or classification appeals. Those options were:

- No change
- Lower the value
- Raise the value
- Have the assessor inspect the property and report to the Local Board within 20 days.

Discussion was had on the relationship between home sales and the effect home sales have on valuation. Mr. Griffin shared to 100 homes were sold in Breezy Point during the review period, and the City has a proposed total estimated market value of \$866,555,000, which is a 12.3% increase (\$94,883,300) over 2022. The City's estimated market value is 56.3% residential, 40.1% seasonal, 3.2% commercial, and 0.4% agricultural.

Richard Jensen – 8603 Dove St. Feels wooded lot behind his property (PID 10161719) is overvalued as it is "unbuildable" as lot has been used for many decades as a golf cart path between the 11th green and 12th tee box on the Traditional Golf Course. Mr. Griffin stated that they have not found any easement on the property that requires the golf cart path. MOTION MORONI/JENSEN FOR NO CHANGE IN VALUE, MOTION PASSES 4-0

Dave Hardie – 29746 Lakeshore Drive. Properties in question are undeveloped properties on Delaware Trail as well as one undeveloped lot on Shady Trail in Whitebirch 16. Feels assessments on these properties are overvalue and don't properly represent what he bought the properties for. Mr. Hardie's requests and assessor's recommendations were:

- PIDs 10200504 & 10200505
 - o Assessor's recommendation: 25% reduction in proposed valuation on PID 10200505 and 10% reduction on PID 10200504.
 - o Mr. Hardie's ask: reduce valuation to \$3,900 on 10200505 and reduce 10200504
- PID 10200526

- Assessor's recommendation: property is already getting a lot shape reduction, so no change in value recommended.
- Mr. Hardie's ask: reduce valuation
- PID 10200537
 - Assessor's recommendation: property is already getting a 50% reduction due to its proximity to the Waste Water Treatment Plant and on a minimum maintenance road, so no change in value recommended.
 - Mr. Hardie's ask: reduce valuation
- PID 10200538
 - Assessor's recommendation: property is already getting a reduction as it is located on a minimum maintenance road, so no change in value recommended.
 - Mr. Hardie's ask: reduce valuation
- PID 10080560
 - Assessor's recommendation: property has a lot of comparative sales, so no change in value.
 - Mr. Hardie's ask: reduce valuation

MOTION MORONI/BALL TO REDUCE VALUATION ON PID 10200505 BY 25%, PASSES 4-0

MOTION MORONI/BALL TO REDUCE VALUTION ON PID 10200504 BY 10%, PASSES 4-0

MOTION MORONI/JENSEN FOR NO CHANGE ON PIDs 10200526, 10200537, and 10200538, PASSES 4-0

MOTION MORONI/JENSEN FOR NO CHANGE ON PID 10080560, PASSES 4-0

Clifford Muller – 30360 Airport Rd. Feels increases of over 73% the last two years is unreasonable. Mr. Griffin shared that 2022 valuations cannot be taken into account, and the 2023 increase is only approximately 4% over 2022. Property is already getting a 20% reduction because of the attached hanger. City Council allowed Mr. Gary Bakken to speak on this property in support of Mr. Muller. Mr. Griffin shared that in 2022 the Assessor's Office realized that pole style construction had been historically significantly undervalued and properties with such construction were increased accordingly at that time. Mr. Griffin stated that the Assessor's Office had the property as frame construction, not pole framed. Therefore, the property should be reduced by 10%.

MOTION MORONI/BALL TO TAKE THE COUNTY'S RECOMMENDATION OF REDUCTING THE VALUATION TO \$649,600, PASSES 4-0

Donna Winge – 29953 Oriole Circle. Questioning the additional \$89,707 valuation increase over 2022, especially with the comparable increase in 2022. Says taxes would

increase from \$2,374 to \$3,056 if things were to stay the same based on what she was told by the assessor. Mr. Griffin spoke to ways property owners can apply for a property tax refund through the State of Minnesota and shared a comparable property to Mrs. Winge's. Assessors clarified the "improved properties" means property that have homes on them, not that the home has been physically improvement or remodeled. City Administrator Chanski shared that property taxes in Breezy Point are significantly lower than most cities in Crow Wing County. The City Council allowed Mr. Richard Jensen to speak to Administrator Chanski's comments. He stated the he doesn't disagree with Administrator Chanski but wanted to clarify that it's the percentage of increase that is concerning. Mrs. Winge shared that she would like to see a different methodology used for determining assesement increase.

MOTION MORONI/JENSEN FOR NO CHANGE IN VALUATION, PASSES 4-0

Roger Johnson – PID 10161720. Mr. Johnson chose not to appeal at this time but may choose to appeal to the County Board of Appeals and Equalization.

MOTION MORONI/JENSEN FOR NO CHANGE IN VALUATION, PASSES 4-0

Mary Morgan – not present to appeal.

Peter Kvale – 29787 Lakeshore Dr. Questioned why such a significant increase in property value compared to what he purchased it for in October 2022. He purchased the property for \$374,000, but the valuation has been set at \$438,700. Mr. Griffin shared that the purchase was outside of the review period and will be taken into account in 2024. Greg Kvale also spoke on behalf of Peter Kvale who is his son, and stated that his son's home is valued the same as his property in Baxter. Mr. Griffin spoke that there are 48 municipalities across Crow Wing County that all receive their own sales ratio study.

MOTION MORONI/JENSEN FOR NO CHANGE IN VALUATION, PASSES 4-0

Katherine Borleis – not present to appeal.

Don Lenzen – not present to appeal.

Sandra Logelin – not present to appeal

Councilmember Jensen departed the meeting at 12:14pm.

Barbara Blixt – 32718 Jacobson Dr. Doesn't know why her taxes keep going up even though she hasn't done any improvements to the property. Mr. Griffin shared that her building value actually decreased in 2023. All the increase in 2023 and the majority of

the increase over the last 5 years has been in the value of the land. The property is located on Lake Ossawinnamakee.

MOTION MORONI/BALL FOR NO CHANGE IN VALUATION, MOTION PASSES 3-0

Crow Wing County staff submitted the following recommendations to the City Council based on previous discussions with property owners:

- Mike Sell (PID 10160639): Assessor recommends reducing common interest value \$949,200 to \$753,900, resulting in individual reductions from \$213,000 to \$194,600. MOTION BALL/MORONI TO ACCEPT COUNTY RECOMMENDATION, PASSES 3-0
- Roger Hansegard (PID 10030668): Assessor recommends no change in value but allow assessor to inspect the property. MOTION MORONI/BALL TO ACCEPT COUNTY RECOMMENDATION, PASSES 3-0.
- Kevin Oppold (PID 10180656): Assessor recommends no change. MOTION MORONI/BALL TO ACCEPT COUNTY RECOMMENDATION, PASSES 3-0

MOTION MORONI/BALL TO ADJOURN, MOTION PASSES 3-0

Meeting adjourned at 12:38pm.

David C. Chanski, City Administrator/Clerk

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 041123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Primary					
138370	04/17/23	Abdo Financial Solutions			
E 100-41900-300		Professional Srvs (GENER	\$3,776.25	470373	March 2023 Accounting Services
		Total	\$3,776.25		
138371	04/17/23	Aramark Uniform Services			
E 100-41900-401		Maint Buildings	\$81.53	2530124365	Nylon/Rubber
E 100-42100-401		Maint Buildings	\$88.29	2530124366	Rubber
		Total	\$169.82		
138372	04/17/23	AT&T MOBILITY			
E 100-42100-321		Telephone	\$653.59	28728764505	PD Mobile Phone Service Feb. 26 - Mar. 25
		Total	\$653.59		
138373	04/17/23	AW Research Laboratory, Inc.			
E 600-43250-326		MPCA Permit/Lab Testing	\$51.00	54119	Testing
		Total	\$51.00		
138374	04/17/23	Best Oil Company			
E 100-43000-212		Motor Fuels	\$1,054.13	27644	Diesel
		Total	\$1,054.13		
138375	04/17/23	BREEZY POINT HARDWARE			
E 100-43000-212		Motor Fuels	\$17.48	28430/7	Fuel
E 100-43000-220		Repair/Maint Supply (GEN	\$4.99	28436/7	Lead tester
E 100-42100-200		General Operating (Suppli	\$11.99	28598/7	USB Cable - PD
		Total	\$34.46		
138376	04/17/23	BROWNELLS Inc.			
E 100-42100-200		General Operating (Suppli	\$92.66	20234102283	PD Equipment
		Total	\$92.66		
138377	04/17/23	CHARTER COMMUNICATIONS			
E 100-42100-381		Combined Utilities	\$30.89	00122000402	PD TV 04/02 - 05/01
		Total	\$30.89		
138378	04/17/23	COMPENSATION CONSULTANTS LTD			
E 100-41900-313		Benefits Administration	\$45.00	040423	April 2023
		Total	\$45.00		
138379	04/17/23	Crow Wing Auto Body Inc.			
E 100-42100-220		Repair/Maint Supply (GEN	\$4,693.40	5865	2022 Ford Expolorer - PD
		Total	\$4,693.40		
138380	04/17/23	EMERGENCY AUTOMOTIVE			
E 800-00000-430		Miscellaneous (GENERAL	\$236.64	CG02172350	Equipment
E 800-00000-430		Miscellaneous (GENERAL	\$1,063.77	CG02172350	Equipment
E 100-42100-590		Capital Outlay	\$86.42	CG02172351	Equipment
E 100-42100-590		Capital Outlay	\$2,366.79	CG02172351	Equipment
		Total	\$3,753.62		

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 041123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
138381	04/17/23	FASTENAL Company			
E 100-43000-220		Repair/Maint Supply (GEN	\$22.90	MNBAX2602	parts
		Total	\$22.90		
138382	04/17/23	FORUM COMMUNICATIONS COMPANY			
E 100-41910-351		Legal Notices Publishing	\$27.11	I2023.000256	Public Notice
		Total	\$27.11		
138383	04/17/23	GRANITE ELECTRONICS			
E 100-43000-220		Repair/Maint Supply (GEN	\$746.65	150012845-1	Truck Radio Programming parts
		Total	\$746.65		
138384	04/17/23	Lakes Area Wildlife Control			
E 100-41900-306		Animal Control	\$1,100.00	14783	March
		Total	\$1,100.00		
138385	04/17/23	LAW ENFORCEMENT LABOR SERVICES			
G 100-21710		Other Deductions	\$202.50	040123	Rustad, Salvevold, Sathre Membership
		Total	\$202.50		
138386	04/17/23	MARCO TECHNOLOGIES LLC			
E 100-41900-400		Equipment	\$201.16	497792564	Konica copy machine 03/22 - 4/22
E 100-43000-200		General Operating (Suppli	\$50.29	497792564	Konica copy machine 03/22 - 4/22
		Total	\$251.45		
138387	04/17/23	MENARDS- BAXTER			
E 100-43000-225		Blacktop Repair	\$754.11	94154	Sealbest Pothole Patch
		Total	\$754.11		
138388	04/17/23	MN DEPT OF LABOR & INDUSTRY			
E 100-41910-309		Building Inspector	\$99.24	041023	First Quarter Building Surcharge Report
		Total	\$99.24		
138389	04/17/23	ON SYSTEMS INC			
E 100-42100-308		Software / IT Support	\$159.00	10085	Repairs - Access Point and Cable
E 100-42100-308		Software / IT Support	\$1,615.75	10094	IT Service
E 100-41900-308		Software / IT Support	\$577.05	10094	IT Service
E 100-41910-308		Software / IT Support	\$230.82	10094	IT Service
E 100-43000-308		Software / IT Support	\$173.11	10094	IT Service
E 600-43250-308		Software / IT Support	\$288.53	10094	IT Service
		Total	\$3,044.26		
138390	04/17/23	PLACID LAKE ADVISORS			
E 100-41910-100		Compensation (GENERAL	\$3,667.50	033123	Planning Consulting Feb. 28 - March 30
		Total	\$3,667.50		
138391	04/17/23	PRATT, ROBERT C.			
E 100-43000-417		Uniforms	\$43.98	041123	Jeans
		Total	\$43.98		
138392	04/17/23	PREMIER AUTO REPAIR			

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 041123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42100-220		Repair/Maint Supply (GEN	\$96.58	39401	2020 Ford Explorer Maintenance
		Total	\$96.58		
138393	04/17/23	QUADIENT FINANCE USA, INC.			
E 100-41300-200		General Operating (Suppli	\$120.57	032823	Postage Machine
		Total	\$120.57		
138394	04/17/23	QUADIENT LEASING USA, INC.			
E 600-43250-200		General Operating (Suppli	\$26.84	N9886887	Office Equipment Lease
E 100-41900-400		Equipment	\$107.38	N9886887	Office Equipment Lease
		Total	\$134.22		
138395	04/17/23	QUALITY FLOW SYSTEMS, INC.			
E 600-43250-220		Repair/Maint Supply (GEN	\$648.50	44568	Pump Repair
		Total	\$648.50		
138396	04/17/23	RUSTAD, KIEL			
E 100-42100-208		Training and Education	\$124.03	041023	01/19 - 01/25
		Total	\$124.03		
138397	04/17/23	SADUSKY RENOVATIONS			
E 100-41910-309		Building Inspector	\$7,846.97	040723	02/28 - 03/31 Inspections
		Total	\$7,846.97		
138398	04/17/23	Salvevold Nicholas			
E 100-42100-208		Training and Education	\$183.16	04102023	03/18 - 03/20
		Total	\$183.16		
138399	04/17/23	SPARROW CLEANING SERVICE			
E 100-42100-401		Maint Buildings	\$360.00	3612	Public Safety Building March Cleaning
E 100-41900-401		Maint Buildings	\$280.00	3613	City Hall March Cleaning
		Total	\$640.00		
138400	04/17/23	STREICHERS INC			
E 100-42100-208		Training and Education	\$326.67	I1624901	PD Supplies
		Total	\$326.67		
138401	04/17/23	THE OFFICE SHOP			
E 600-43250-200		General Operating (Suppli	\$46.66	1125417-0	Paper for sewer bill letter
E 100-41300-200		General Operating (Suppli	\$14.99	1125476-0	Paper
E 100-42100-200		General Operating (Suppli	\$250.66	1125547-0	PD Supplies
		Total	\$312.31		
138402	04/17/23	US BANK			
E 100-41100-437		Training & Education	\$132.13	03-24-2023	Hotel Angel - Minneapolis training
E 100-41100-437		Training & Education	\$132.13	03-24-2023	Hotel Steve - Minneapolis training
E 100-41100-437		Training & Education	\$194.25	03-24-2023	Hotel Brad - Alexandria trainnig
E 100-42100-220		Repair/Maint Supply (GEN	\$20.00	03-24-2023	2011 Ford Explorer Antenna
E 100-43000-417		Uniforms	\$80.52	03-24-2023	Wireless keyboard and mouse
E 100-42100-200		General Operating (Suppli	\$13.14	03-24-2023	HDMI Cable
E 100-42100-200		General Operating (Suppli	\$36.18	03-24-2023	AAA batteries

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 041123PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42100-200		General Operating (Suppli	\$4.85	03-24-2023	Postage
E 100-42100-417		Uniforms	\$183.20	03-24-2023	PD Uniforms
E 100-42100-417		Uniforms	\$129.99	03-24-2023	PD Uniforms
E 100-42100-417		Uniforms	\$241.59	03-24-2023	PD Flashlight
E 100-42100-208		Training and Education	\$75.00	03-24-2023	Jay Certification
E 100-42100-200		General Operating (Suppli	\$4.85	03-24-2023	Postage
E 100-42100-220		Repair/Maint Supply (GEN	\$61.18	03-24-2023	Auto Value Wipers
E 100-43000-220		Repair/Maint Supply (GEN	\$151.34	03-24-2023	Lithium Battery
E 600-43250-200		General Operating (Suppli	\$91.47	03-24-2023	Ford Explorer Taps
E 600-43250-220		Repair/Maint Supply (GEN	\$47.10	03-24-2023	2016 Ford Explorer Oil
E 600-43250-220		Repair/Maint Supply (GEN	\$82.03	03-24-2023	Generator Latch
		Total	\$1,680.95		
138403	04/17/23	VIKING ELECTRIC SUPPLY INC			
E 100-42100-401		Maint Buildings	\$169.64	S006743893.	Power Select 4
E 100-42100-401		Maint Buildings	\$169.64	S006743893-	Power Select 4 more
		Total	\$339.28		
138404	04/17/23	WSB			
E 401-41900-300		Professional Svcs (GENER	\$7,169.75	R-022038-00	Buschmann Ranchette Project
		Total	\$7,169.75		
138405	04/17/23	XCEL ENERGY			
E 100-42100-381		Combined Utilities	\$511.00	822223675	Natural Gas 03/02 - 03/31
E 100-42100-381		Combined Utilities	\$418.00	822246308	Natural Gas 03/02 - 03/31
E 100-43000-381		Combined Utilities	\$418.00	822246308	Natural Gas 03/02 - 03/31
		Total	\$1,347.00		
		10100 Primary	\$45,284.51		

Fund Summary

10100 Primary

100 GENERAL FUND	\$35,532.22
401 Revolving Capital Fund	\$7,169.75
600 SEWER OPERATING FUND	\$1,282.13
800 Escrow Reserve Fund	\$1,300.41
	\$45,284.51

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 042623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Primary					
138406	04/26/23	AAA RENTAL INC			
E 100-45100-590		Capital Outlay	\$675.00	82747	Skid Steer & Harley Rake
		Total	\$675.00		
138407	04/26/23	Aramark Uniform Services			
E 100-42100-401		Maint Buildings	\$88.29	2530104306	PD Rugs
		Total	\$88.29		
138408	04/26/23	BREEZY POINT HARDWARE			
E 100-43000-212		Motor Fuels	\$91.98	28558-7	Motor Fuel
E 100-41300-200		General Operating (Suppli	\$29.98	28559-7	Batteries
		Total	\$121.96		
138409	04/26/23	CITY OF BREEZY POINT			
E 100-42100-381		Combined Utilities	\$150.00	3939-00-9	2nd Qtr Sewer
E 100-41900-381		Combined Utilities	\$150.00	3940-00-3	2nd Qtr Sewer
		Total	\$300.00		
138410	04/26/23	Crow Wing Auto Body Inc.			
E 100-42100-220		Repair/Maint Supply (GEN	\$375.00	5898	Repair 2017 Ford Explorer
		Total	\$375.00		
138411	04/26/23	CROW WING CO TREASURER			
E 100-41910-302		E911 / Permit Exp	\$25.00	10161078	Property Taxes PID 10161078
E 100-41910-302		E911 / Permit Exp	\$25.00	10161083	Property Taxes PID 10161083
E 100-41910-302		E911 / Permit Exp	\$50.00	5940	March Addresses
E 204-46500-300		Professional Srvs (GENER	\$100.00	5972	TIF Annual Certification
		Total	\$200.00		
138412	04/26/23	Crow Wing Power			
E 100-42100-381		Combined Utilities	\$564.15	34120201 AP 8361 CR 11	Public Safety Bldg 3/8/23-4/7/23
		Total	\$564.15		
138413	04/26/23	CTC			
E 100-41300-321		Telephone	\$206.19	21188949	CH Phone Service 4/12-5/11
E 100-43000-321		Telephone	\$28.70	21188949	PW Phone Service 4/12-5/11
E 100-42100-321		Telephone	\$469.61	21188949	PD Phone Service 4/12-5/11
		Total	\$704.50		
138414	04/26/23	CULLIGAN			
E 100-42100-381		Combined Utilities	\$80.10	150-0998041	Office Water
		Total	\$80.10		
138415	04/26/23	DACOTAH PAPER			
E 100-45100-210		Operating Supplies (GENE	\$438.99	46935	Parks Can Liners & Paper Towels
E 100-41300-200		General Operating (Suppli	\$45.41	46935	Jumbo Toilet Tissue
E 100-42100-200		General Operating (Suppli	\$46.36	46935	PD Paper Towels
		Total	\$530.76		
138416	04/26/23	DAKOTA BUSINESS SOLUTIONS			

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 042623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-41300-200		General Operating (Suppli	\$39.00	7584	Postage Machine Pinwheel Tapes
		Total	\$39.00		
138417	04/26/23	DIGITAL HORIZONS LLC			
E 100-41900-308		Software / IT Support	\$206.25	2773	Service Recording Equipment
		Total	\$206.25		
138418	04/26/23	EMERGENCY AUTOMOTIVE			
E 800-00000-430		Miscellaneous (GENERAL	\$103.24	CG02172350	PD Vehicle Equipment
E 100-42100-590		Capital Outlay	\$86.42	CG02172351	PD Vehicle Equipment
		Total	\$189.66		
138419	04/26/23	FORUM COMMUNICATIONS COMPANY			
E 100-41910-351		Legal Notices Publishing	\$98.87		2/1-2/8 PH Notice & ORD 2023-02
		Total	\$98.87		
138420	04/26/23	GULL LAKE GLASS INC			
E 100-42100-220		Repair/Maint Supply (GEN	\$534.36	9891224	PD Replaced Windshield 2020 Ford Exp
		Total	\$534.36		
138421	04/26/23	ON SYSTEMS INC			
E 100-41900-308		Software / IT Support	\$150.00	10131	IT Support
		Total	\$150.00		
138422	04/26/23	PEQUOT LAKES SANITATION			
E 100-41900-324		Recycling	\$40.00	172500APR2	Trash Service - April
E 100-42100-381		Combined Utilities	\$49.90	172500APR2	Trash Service - April
E 100-41900-381		Combined Utilities	\$74.83	172500APR2	172500APR23
		Total	\$164.73		
138423	04/26/23	PREMIER AUTO REPAIR			
E 100-42100-220		Repair/Maint Supply (GEN	\$1,269.76	39556	PD 2018 Ford Interceptor Utility Brakes
		Total	\$1,269.76		
138424	04/26/23	Sandell, Brian J.			
E 100-42100-208		Training and Education	\$253.13	Exp Reimb	Expense Reimbursement
		Total	\$253.13		
138425	04/26/23	SPECTRUM			
E 600-43250-200		General Operating (Suppli	\$27.02	41845040823	Internet
E 100-43000-200		General Operating (Suppli	\$0.71	41845040823	Internet
E 100-41910-200		General Operating (Suppli	\$0.42	41845040823	Internet
E 100-42100-308		Software / IT Support	\$56.00	41845040823	Internet
E 100-41100-100		Compensation (GENERAL	\$0.42	41845040823	Internet
E 100-41300-200		General Operating (Suppli	\$1.40	41845040823	Internet
E 100-41900-381		Combined Utilities	\$54.01	41845040823	Internet
		Total	\$139.98		
138426	04/26/23	TDS TELECOM			
E 100-43000-308		Software / IT Support	\$5.18	218-562-4441	Internet Service
E 600-43250-308		Software / IT Support	\$8.63	218-562-4441	Internet Service

CITY OF BREEZY POINT

***Check Detail Register©**

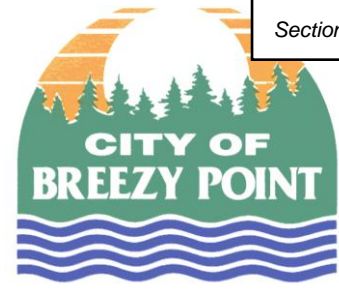
Batch: 042623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42100-308		Software / IT Support	\$48.32	218-562-4441	Internet Service
E 100-41910-308		Software / IT Support	\$6.90	218-562-4441	Internet Service
E 100-41900-308		Software / IT Support	\$17.25	218-562-4441	Internet Service
		Total	\$86.28		
		10100 Primary	\$6,771.78		

Fund Summary

10100 Primary

100 GENERAL FUND	\$6,532.89
204 TIF 18-1 NORTHSTAR CENTER	\$100.00
600 SEWER OPERATING FUND	\$35.65
800 Escrow Reserve Fund	\$103.24
	\$6,771.78



TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: April 24, 2023

MEETING DATE: May 1, 2023

Agenda Item: Mutual Aid Agreement

Background: Sheriff Ramsay of St Louis County is requesting an updated mutual aid agreement between all agencies within their MN Sheriff's Association district.

The Mutual Aid System is an extension of the concept of "neighbor helping neighbor." The Law Enforcement Mutual Aid System was established in 1961 and has been used to restore order during emergencies, including civil unrest, and to provide assistance to local agencies during other unusual events or catastrophic events.

This agreement does not require us to respond to all requests but gives us the ability to do so if we feel it is appropriate.

Requested Action: Approve the attached mutual aid agreement with St Louis County.

ST. LOUIS COUNTY SHERIFF’S OFFICE
LAW ENFORCEMENT MUTUAL AID AGREEMENT

Purpose

This agreement is made and entered into between the County of St. Louis, a body politic and corporate existing under the laws of the State of Minnesota, and the Political Subdivision identified under Paragraph 8, pursuant to: authority granted in St. Louis County Board Resolution 23-151 (February 28, 2023); and Minnesota Statutes § 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties. The intent of this agreement is to make equipment, personnel, and other resources available between the political subdivisions subject to this Agreement.

Definitions

Party - means a political subdivision.

Requesting Official - means the person designated by a Party who is responsible for requesting assistance from the other Party.

Requesting Party - means the party that requests assistance from other parties.

Responding Official - means the person designated by the party who is responsible to determine whether and to what extent that party should provide assistance to the Requesting Party.

Responding Party - means a party that provides assistance to the Requesting Party.

Assistance Type - Law enforcement personnel and equipment.

1. Procedure

1.1. Request for Assistance: Immediate Response / Short Term

1.1.1 Request for Assistance. Whenever, in the opinion of a Requesting Party there is an immediate need for assistance from the other party, the Requesting Party may call upon the Responding Party for assistance.

1.1.2 Responding to Request. Upon the request for assistance from a Requesting Party, the Responding Party may authorize and direct personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.

- 1.1.3 Method.** Whenever practical the Requesting Party shall request immediate assistance through the 911 Emergency Communications Operations Center and the Responding Party shall indicate its intended response using the same method.
- 1.1.4 Command of Scene.** Except as provided in Section 1.1.4.1, the Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.
- 1.1.4.1 Specialized Forces.** When a Requesting Party requests the assistance of specialized forces from a Responding Party, such as a Tactical Command, Canine Units, Bomb Squads, Rescue Squad, etc., the personnel and equipment of the Responding Party shall be under the direction of the Responding Party.
- 1.1.5 Recall of Assistance.** The Responding Official may at any time recall assistance provided hereunder to the Requesting Party when in his or her best judgment or by an order from the governing body of the Responding Party, it is considered to be in the best interest of the Responding Party to recall or withdraw the assistance provided by it.
- 1.1.6 Release of Assistance.** The Requesting Party may at any time advise the Responding party that the assistance of the Responding Party is no longer needed. In such event the Responding Party shall withdraw its assistance at the earliest possible time that it is safe for its personnel and equipment to withdraw.
- 1.2 Request for Assistance: Long Term**
- 1.2.1 Request for Assistance.** Whenever, in the opinion of a Requesting Official, there is need for assistance from the other party that will reasonably be expected to continue beyond eight (8) hours, the Requesting Official may call upon the Responding Official of any other party to furnish assistance.
- 1.2.2 Responding to Request.** Upon the request for assistance from a Requesting Official on behalf of the Requesting Party, the Responding Official may authorize and direct his/her party's personnel to provide assistance to the Requesting Party. This decision will be made after considering the needs of the Responding Party and the availability of other law enforcement personnel and equipment to the Responding Party.
- 1.2.3 Method.** A request for Long Term Assistance shall be made to the Responding Official and the Responding Official shall indicate the intended response of the Responding Party to the Requesting Official.

1.2.4 Recall of Assistance. The Responding Official may at any time recall such assistance when in his or her best judgment or by any order from the governing body of the Responding Party, is considered to be in the best interests of the Responding Party to do so.

1.2.5 Command of Scene. The Requesting Party shall be in command of the mutual aid scene. The personnel and equipment of the Responding Party shall be under the direction and control of the Requesting Party until the Responding Official determines to withdraw assistance.

2. Worker's Compensation

Each party shall be responsible for injuries or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing assistance pursuant to this Agreement. Each party waives the right to sue any other party for any workers' compensation benefits paid to its own employee, volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

3. Damage to Equipment

Each party shall be responsible for damages to or loss of its own equipment. Each party waives the right to sue any other party for any damage to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other party or its officers, employees, or volunteers.

4. Liability

4.1 Requesting Party Liable. For the purpose of the Minnesota Municipal Tort Liability Act (Minn. Stat. Ch. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of the Requesting Party. This is specifically agreed and intended to be applicable to situations covered by Section 1.1.4.1 of this Agreement.

4.2 Indemnification and Defense. The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons, arising from the performance and provisions of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any

one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statute Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims against multiple defendants from a single occurrence to be defended by a single attorney or a single law firm.

- 4.3 No Liability.** No party to this Agreement nor any officer, employee, agent or official of any Party shall be liable to any other Party or to any other person for failure of any Party to furnish assistance to any other Party, or for recalling assistance, both as described in this Agreement.

5. Charges to the Requesting Party

- 5.1** No charges will be levied by a Responding Party to this Agreement for assistance rendered to the Requesting Party under the terms of this Agreement pursuant to Section 1.1 hereof except as provided in Section 4 hereof. If assistance is provided under this Agreement pursuant to Section 1.2 hereof, the Responding Party may submit to the Requesting Party an itemized bill for the actual cost of any assistance provided pursuant to Section 1.2 herein, including salaries, overtime, materials and supplies and other necessary expenses and the Requesting Party will pay the Responding Party providing the assistance that amount.
- 5.2** Such charges are not contingent upon the availability of federal or state government funds.

6. Duration

This Agreement will be in force until terminated by any Party hereto. Any Party may withdraw from this Agreement and terminate this Agreement with respect to it upon thirty- days (30) written notice to the other party or parties to the Agreement.

7. Miscellaneous

- 7.1 Minnesota Law to Govern.** This Agreement will be governed by and construed in accordance with the substantive and procedural laws in the State of Minnesota without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota District Court for the Sixth Judicial District in Duluth, Minnesota.

7.2 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

8. Execution

Each Party hereto has the authority to enter into this Agreement, and has read, agreed to and executed this Mutual Aid Agreement on this date indicated.

This Agreement shall be construed as complementary to and not inconsistent with the provisions of Minnesota Statutes Section 12.331, which authorizes inter-agency disaster assistance. By signature below, the authorized representative of a governmental unit hereby enters into the foregoing agreement, effective upon the date of signature.




POLITICAL SUBDIVISION:

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

Dated: _____

COUNTY OF ST. LOUIS

BY: 
GORDON RAMSAY
Sheriff
BY: 
PATRICK BOYLE
Chair of County Board
BY: 
NANCY NILSEN / *Phil Chapman*
Auditor/Clerk of the Board / *Deputy Auditor*

APPROVED AS TO FORM & EXECUTION:

KIMBERLY MAKI
St. Louis County Attorney
BY: 
THOMAS STANLEY
Assistant County Attorney

Dated: 3-31-23
2023-0187

The governing body resolutions or other authorizations to enter into this Agreement are attached hereto.



*Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota*

Adopted on: February 28, 2023 Resolution No. 23-151

Offered by Commissioner: Harala

Sheriff's Office Law Enforcement Mutual Aid Agreement Update

WHEREAS, On March 22, 2005, the St. Louis County Board approved Resolution No. 05-153, authorizing the Sheriff to enter into law enforcement mutual aid agreements with the Minnesota Sheriffs' Association (MSA) District II Sheriffs' Offices; and

WHEREAS, The St. Louis County Board also approved Resolution No. 08-635 on December 2, 2008, to enter into law enforcement mutual aid agreements with participating police agencies within the MSA District II; and

WHEREAS, Due to the age of these agreements, few if any of those who authorized the previous mutual aid agreements remain in their positions, requiring an update to this agreement; and

WHEREAS, The intent of the agreement is to allow equipment, personnel, and other resources available to be shared among political subdivisions; and

WHEREAS, This agreement will supersede all previous mutual aid agreements with those agencies.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the execution of an updated Mutual Aid Agreement with the participating counties and police agencies which make up the Minnesota Sheriffs' Association District II.

RESOLVED FURTHER, That the appropriate County officials are authorized to sign and execute the agreement.

Commissioner Harala moved the adoption of the Resolution and it was declared adopted upon the following vote:

Yeas – Commissioners Harala, Grimm, McDonald, Musolf, Nelson, Jugovich and Chair Boyle – 7

Nays – None

STATE OF MINNESOTA

Office of County Auditor, ss.
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of February, A.D. 2023, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 28th day of February, A.D., 2023.

NANCY NILSEN, COUNTY AUDITOR

By:

Clerk of the County Board/Deputy Auditor

TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: 2023-2024 Fire Services Contract

DATE: April 26, 2023



Attached is the 2023-2024 Fire Services Contract with the Pequot Lakes Fire District. The District's 2023 budget was approved by the City Council at the September 6, 2022 council meeting as required by the Joint Powers Agreement. The costs outlined in the attached agreement are the City of Breezy Point's portion of that approved budget.

Council Action

Staff recommends that the City Council approve the 2023-2024 Fire Services Contract with the Pequot Lakes Fire District.

CONTRACT FOR FIRE SERVICES

This Contract (the “Contract”) is made and entered into this 1st day of May, 2023 by and between the Pequot Lakes Fire District, Crow Wing County, Minnesota, (“Fire District”), and the City of Breezy Point, Crow Wing County, Minnesota, (“City”); (collectively the “Parties”).

In consideration of the mutual promises and agreements hereinafter set forth the Parties do hereby agree as follows:

1. **Fire Service.** City agrees to purchase from Fire District, and Fire District agrees to provide **City** fire protection, suppression, prevention, technical rescue and non-transport emergency medical services (the “fire services”).

The fire services are further explained, or limited, as follows:

- a. The Parties understand that the fire department officer in charge of the Fire District at the time of a call or in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire district under the circumstances of a given situation.
- b. In responding to fire calls within the service territory described herein, the Fire District officer in charge of the Fire District at the time shall dispatch only such personnel and equipment as in their opinion can be safely spared. In case an emergency arises within the Fire District Service Area while equipment and personnel of the Fire District are engaged in fighting a fire within the **City**, the Fire Chief, or other officer in charge of the Fire District may, at their discretion, recall to the Service Area such equipment and personnel as they may consider necessary to meet the emergency in their sole judgment and discretion.
- c. The Parties understand and agree the Fire District, will endeavor to reasonably provide fire services given the circumstances, but the Fire District makes no guarantees that the fire services it actually provides in a given situation will meet any particular criteria or standard. The Fire District and its officers, employees and volunteers shall not be liable to the **City** or any other person for any injury, loss or damage of any kind whatsoever resulting from the Fire District or its officers, agents, or employees of negligence or failure to furnish any fire services or assistance under this Contract or for recalling assistance.
- d. Road and weather conditions must be such that the fire run can be made with reasonable safety to the firefighters and equipment of the Fire District. In the event that the Fire Chief or other officer in charge of the Fire District at the time makes a decision that the fire run cannot be made with reasonable safety to firefighters and equipment, such decision shall be final. Failure to provide fire services because of poor weather conditions or other conditions, including but not limited to road conditions, beyond the control of the Fire District, shall not be

deemed a breach of this Contract. The judgment of the fire department officer in charge of the particular scene shall be final in all such matters.

- e. Subject to the foregoing, two or more fire calls received from the city officers or from property owners within the service territory described herein shall be answered in the order of receipt, unless the Fire Chief or other officer in charge of the Fire District at that time otherwise directs.

2. **Payments.** In consideration for the fire services extended by the Fire District to **City** under this Contract, **City** shall compensate the Fire District as follows:

- a. **Annual Payment – Lump Sum.** During the term of this Contract, **City** agrees to make payment to the Fire District in the amount of **\$111,252.93** for the 2023-2024 service year (the “Payment Amount”). Such Payment Amount shall be made on or before May 1, 2023.

The annual Payment Amount provided above and as annually adjusted is based on the application of the following formula:

$$S = \frac{U+T}{2} \times C$$

C = Cost of fire department operations in dollars.

S = Each contracting Party's share of total cost expressed in dollars.

T = Building market value of each contracting party expressed as a percent of the sum of the building market value of all contracting parties.

U = Use of fire department services in each contracting Party expressed as a percent of the total use of fire department services by all contracting parties.

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

To the above formula is added .01 % of the current building market value for Firemen's Relief Association.

- b. **Insurance Proceeds.** **City** will pay to the Fire District all proceeds it receives from the State of Minnesota Fire Aid Insurance payments.
- c. **Contribution to Fireman’s Relief Association.** In addition to the other payments listed in this Contract, **City** will pay **\$16,720.95** annually to the Fireman’s Relief Association so long as this Contract remains in effect.
- d. **Additional Payments.** In addition to the foregoing, **City** shall also pay the Fire District the following:
 - i. \$500.00 for the first hour and \$350.00 for each additional hour or fraction thereof spent by the Fire District on any call.

- ii. \$500.00 for the use of the Hurst extraction tool on rescue calls.
 - iii. \$50.00 per gallon of foam, when the Fire Chief or other officer in charge of the Fire District deems it necessary to use.
- e. **Levy.** City agrees to levy or otherwise provide funds each year of this Contract in an amount sufficient to pay the Payment amount and such other payments are required by this Contract.
- 3. **Service Territory.** The Fire District shall provide fire services within the corporate limits of City. The identified service area shall constitute City Service Territory (the “service territory”) for the purposes of this Contract. The above service territory designated herein is shown on the map attached hereto and incorporated herein by reference as Appendix A.
 - a. **Notice.** A one-year notice will be given for any changes, deletions, or additions in the service territory being covered under this Contract.
- 4. **Term.** The initial one-year term of this Contract shall commence on May 1, 2023 and terminate on April 30, 2024, unless terminated as provided herein. Written notice of termination must be provided by either Party to the other at least one year prior to expiration of the contract term.
- 5. **Ownership.** The Fire District owns the equipment associated with the fire district and fire services and the amounts paid by City do not give rise to any ownership interest in, or responsibility toward, those items.
- 6. **The Fire Districts’ Responsibilities.** In addition to any other obligations described herein, Fire District shall:
 - a. Authorize and direct the Pequot Lakes Fire District to provide the fire services described herein to Citys’ Service Territory;
 - b. Maintain sufficient staffing to meet the reasonably foreseeable fire service needs of the Fire District and City. The Fire District will pay for all personnel and administrative costs, insurance and training costs. The Fire District retains control of Fire District operations and personnel. Levels of staffing and the numbers of firefighters dispatched to a call shall be determined at the sole discretion of the Fire Districts’ Fire command.
- 7. **City Responsibilities.** In addition to any other obligations described herein, City shall:
 - a. Promptly pay Fire District the Payment Amount and other charges as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the Contract is terminated early;

- b. Promptly disclose to Fire District any information **City** can reasonably anticipate will directly affect its ability to perform its obligations under this Contract.

It is understood and agreed **City** shall have no responsibility whatsoever toward the firefighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed **City** has no responsibility, beyond paying the agreed upon Payment Amount and other charges identified above, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

8. **Insurance Requirements.** Fire District shall maintain commercial general liability insurance for its fire services and shall include **City** as an additional insured for the term of this Contract and any extensions thereof. Fire District shall maintain insurance equal to or greater than the maximum liability applicable to municipalities as set forth in Minnesota Statutes, Section 466.04, subd. 1, as amended. Fire District shall also maintain automobile, and property insurance coverages. Fire District shall provide **City** proof of such insurance coverages and the additional insured endorsement naming the **City** upon request. Fire District shall also maintain workers' compensation coverage as required by law.
9. **Indemnification.** Fire District agrees to defend and indemnify **City** against any claims brought or actions filed against **City** or any officer, employee, or volunteer of **City** for injury to, death of, or damage to the property of any third person or persons, arising from Fire Districts performance under this Contract for fire services. Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either Party, whether set forth in Minnesota Statutes, Chapter 466 or otherwise.
10. **Voluntary and Knowing Action.** The Parties, by executing this Contract, state that they have carefully read this Contract and understand fully the contents thereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
11. **Authorization.** Fire District and City warrant they have the appropriate statutory authority to undertake the obligations of this Contract, that the persons signing this Contract are authorized signatories for the entities represented, and that no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
12. **Notices.** The Parties' representatives for notification for all purposes are:

PEQUOT LAKES:
Mike Schwankl, Fire Chief
4638 Main Street
Pequot Lakes, MN 56472

Phone: 218-568-8201
Email: pequotfd@pequotlakes-mn.gov

City of Breezy Point:

Phone:
Email:

- 13. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this Contract are valid unless reduced to writing, signed by both Fire District and **City** and attached hereto.
- 14. **Subcontracting & Assignment.** Fire District shall not subcontract or assign any portion of this Contract to another without prior written permission from **City**. Services provided to **City** pursuant to a mutual aid agreement Fire District has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of **City** so long as Fire District remains primarily responsible for providing fire services to **Citys’** Service Territory.
- 15. **Termination.** This Contract may be terminated at anytime during its term by mutual agreement of the Parties. Either Party may also terminate this Contract by personally serving a one-year written notice of termination on the other Party. This Contract shall terminate one-year from the date of personal service of the written termination notice, unless the Party serving the notice withdraws the notice in writing before it is effective.

Notwithstanding the foregoing, if **City** fails to make the payment by December 31st for the fire services established herein, Fire District may terminate this Contract 60 days from the date of personal service of written termination notice. As an alternative to termination for non-payment as provided above, services provided by Fire District under this Contract may be suspended by Fire District, in its discretion, upon 30 days written notice to **City**, in the event that **City** does not, by the respective payment dates, make the applicable payments. Service may be suspended by Fire District beginning May 1 or thereafter and such suspension may continue until the required payment is made by **City**. Fire District shall have up to five days following receipt of the required payments and the end of a suspension period to resume service under this Contract.

16. **Service Contract.** This Contract is a service contract. The Parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the Parties.
17. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that the Parties, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of each Party and involve transactions relating to this Contract.
18. **Force Majeure.** The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
19. **Third Parties.** Nothing in this Contract shall be construed to create any special relationship between residents of **City** or any individual and Fire District, its agents and employees giving rise to a special duty on the part of, or a cause of action against Fire District, its agents and employees.
20. **Minnesota Law Governs.** This Contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this Contract shall be venued in the State of Minnesota.
21. **Severability.** The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract.
22. **Data Practices.** The Parties acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 et seq.
23. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

24. **Entire Agreement.** These terms and conditions constitute the entire agreement between the parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the agreement or any provision hereof.
26. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party and any undischarged obligations of the parties arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
27. **Counterparts.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the date indicated above.

Pequot Lakes Fire District:

By: _____ Date: _____
Angel Zierden, its District Chair

By: _____ Date: _____
Tyler Gardner, Its District Vice Chair

City of Breezy Point:

By: _____ Date: _____
Title:

By: _____ Date: _____
Title:

TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: BakerTilly Municipal Advisor Services

DATE: April 26, 2023



City Administrator Chanski has engaged BakerTilly to provide municipal advisor services to the City for the City Hall Facility Assessment project and the Buschmann Road project. As outlined in the attached master services agreement (MSA), BakerTilly's role with each project would be:

- City Hall
 - o Study the alternative cost scenarios for City Hall as provided by WSN based on the 3 potential options.
 - o Identify potential funding sources and financing strategies as applicable for the project.
 - o Prepare financial feasibility analysis utilizing the 3 scenarios and include any potential financial impacts.
 - o Provide recommendations for structuring financial obligations including consultation with City staff.
- Buschmann Road
 - o Study alternative cost scenarios for proposed project.
 - o Consider financing options and potential funding sources.
 - o Prepare feasibility analysis report outlining financing options and financial impacts.
 - o Recommended options for structuring financial obligations including consultation with City staff.

The fee for services above listed services for the City Hall project is between \$3,500-\$4,500 excluding ancillary costs, and the fees for Buschmann Road project is between \$2,500-\$3,500 excluding ancillary costs. These costs have already been incorporated into each project's budget.

Additionally, should the City choose to issue debt obligations for either project, BakerTilly will work with the City's bond counsel on preparing and issuing such debt obligations. The fee schedule for debt obligation preparation is also included in the attached MSA.

City Administrator Chanski has worked closely with BakerTilly for many years, including with Paul Steinman and Mikaela Huot, who would be the primary individuals working with the City. He fully trusts them to provide the City with the highest level of service and providing the City Council with the best solutions for each project they are entrusted with.

Council Action

Staff recommends that the City Council approve the attached master services agreement with BakerTilly for municipal advisor services.

Baker Tilly US, LLP
30 East Seventh Street
Suite 3025
St. Paul, MN 55101

651-223-3066
bakertilly.com

April 4, 2023

City of Breezy Point
David Chanski, City Administrator/Clerk
8319 County Rd 11
Breezy Point, MN 56472

RE: Engagement Letter Agreement Related to Services

This letter agreement (the “Engagement Letter”) is to confirm our understanding of the basis upon which Baker Tilly US, LLP (“Baker Tilly”) and its affiliates are being engaged by the City of Breezy Point (the “Client”) to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. The Client, therefore, agrees that Baker Tilly will have no liability in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

The responsibility for auditing the records of the Client rests with the Client's separately retained auditor and the work performed by Baker Tilly shall not include an audit or review of the records or the expression of an opinion on financial data.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge") (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly. Additionally, Baker Tilly may maintain copies of its work papers for a period of time and for use in a manner sufficient to satisfy any applicable legal or regulatory requirements for records retention.

The supporting documentation for this engagement, including, but not limited to work papers, is the property of Baker Tilly and constitutes confidential information. We may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If we are required by law, regulation or professional standards to make certain documentation available to required third parties, the Client hereby authorizes us to do so.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Payment of professional fees is not contingent upon project completion by Client nor material timing changes in project completion. Professional fees provided according to the Scope Appendix are due within 30 days of being invoiced, regardless of project status. If necessary, monthly payment plan arrangements may be negotiated upon request.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

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 Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly 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. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way

arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly 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 mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, 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 or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

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

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 you, Baker Tilly 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 Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter 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.

Other Matters

E-Verify Program

Baker Tilly participates in the E-Verify program. For the purpose of this paragraph, the E-Verify program means the electronic verification of the work authorization program of the Illegal

Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s.401(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603). Baker Tilly does not employ any "unauthorized aliens" as that term is defined in 8 U.S.C. 1324a(h)(3).

Investments

Baker Tilly certifies that pursuant to I.C. 5-22-16.5 *et seq.* Baker Tilly is not now engaged in investment activities in Iran. Baker Tilly understands that providing a false certification could result in the fines, penalties, and civil action listed in I.C. 5-22-16.5-14.

Non-Discrimination

Pursuant to I.C. §22-9-1-10, Baker Tilly and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Engagement Letter, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Engagement Letter.

Baker Tilly certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Baker Tilly will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law. Baker Tilly further certifies that any affiliate or principal of Baker Tilly and any agent acting on behalf of Baker Tilly or on behalf of any affiliate or principal of Baker Tilly, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Engagement Letter, even if I.C. 24-4.7 is preempted by federal law.

Anti-Nepotism

The Firm is aware of the provisions under I.C. 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. The Firm is not aware of any relative (as defined in I.C. 36-1-21-3) of any elected official (as defined in I.C. 36-1-21-2) of the Client who is an owner or an employee of the Firm.

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

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the 'written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

All non-municipal advisory services provided hereunder shall be performed in accordance with the professional standards of the Baker Tilly affiliate that performs the services and may not create a fiduciary relationship between the Baker Tilly affiliate and the Client.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter, or any work being done under an individual Scope Appendix at any time after reasonable advance written notice. On termination, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.

Important Disclosures

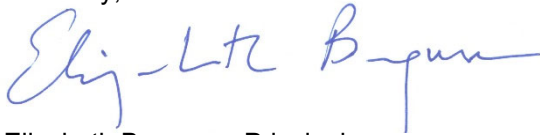
Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

Attachment A

Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly and its affiliates, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Wealth Management, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Wealth Management, LLC ("BTWM"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTWM, but the Client shall be under no obligation to retain BTWM or to otherwise utilize BTWM relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTWM's services.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the offer or sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its affiliates. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or an affiliate or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by the Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BTMA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP**

**RE: Municipal Advisory Services
Debt Issuance Services**

DATE: April 4, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between the City of Breezy Point (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly Municipal Advisors, LLC (“BTMA”) will perform the following services:

A. General Municipal Advisory Services

Unless otherwise agreed to by the parties, in connection with any request for services relative to any financial topic, new project concept planning or other financially related topic or project (each referred to herein as a “Project”), BTMA shall perform the following services, as applicable:

1. Provide general financial advice relative to a Project.
2. Survey the resources available to determine the financial feasibility of a Project.
3. Assist in the development of a plan including alternative approaches for a particular Project that may be available and appropriate for such Project.
4. Assist the Client in selecting an approach for a Project.
5. Advise the Client generally on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might be relevant to a Project.
6. Assist Client, as requested, in identifying other professional services that may be necessary to a Project.
7. Assist Client in coordinating the activities of the working group for a Project as needed.
8. Assist with the review of documents provided that are relevant to the development of a plan and alternative approaches for a Project.
9. Assist the Client with other components of a Project as requested and agreed upon.

B. Securities Issuance

Unless otherwise agreed to by the parties, in connection with any request for services relative to any debt issuance including modifying or refunding of a prior issuance or other financings (each referred to herein as a “Transaction”), BTMA shall perform the following services, as applicable:

1. Develop a preliminary estimate of project costs and provide a financial feasibility to assist the Client in its determination of what type of financing is most suitable to meet the needs of the Client for the particular issuance (“Debt Obligation”).
2. Assist the Client in determination of an appropriate method of sale for the Debt Obligation (e.g. competitive, negotiated, private placement.)

**SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP**

3. Provide for the Client's consideration an amount, the security, maturity structure, call provisions, estimated pricing, and other terms and conditions of the Debt Obligation.
4. Advise the Client on current market conditions, financial impacts of federal, state or other laws, and other general information and economic data that might normally be expected to influence the ability to borrow or interest rates of the Debt Obligation.
5. Assist the Client in the analysis of advisability of securing a credit rating, and the selection of a credit rating firm or firms for the Debt Obligation and further assist in the development and presentation of information to obtain a credit rating or credit ratings for the Debt Obligation.
6. Assist the Client in the analysis of utilizing credit enhancement and provide assistance in seeking such credit enhancement if such credit enhancements would be advantageous to the Client.
7. Assist Client in coordinating the financing activities between various parties to any Transaction as needed.
8. Assist Client in identifying other professional services that may be necessary for the issuance or post-issuance requirements of the Debt Obligation.
9. Assist the Client in connection with the preparation, composition, review and distribution of an offering document (e.g. Preliminary and Final Official Statement, Offering Circular, Term Sheet, or Private Placement Memorandum, as applicable) of the type and nature generally prepared in connection with the sale of municipal securities, which will disclose technical data, information and schedules relating to the Client, the project and the Debt Obligation.
10. Provide relevant information for and assist with the review of other primary financing documents, including but not limited to the relevant governing body issuance resolutions/ordinances, bond purchase agreement, closing documents, and official notice of sale.
11. Communicate with potential underwriters or investors, as appropriate to any Transaction, to ensure that each is furnished with information the Client has deemed to be material in order to render an independent, informed purchase or investment decision concerning the Client's proposed financing.
12. Facilitate the sale of Debt Obligations through receipt and analysis of bids in a competitive sale or analysis of pricing and terms offered by an underwriter or purchaser in a negotiated or private placement sale.
13. Coordinate with the proper parties to ensure the efficient delivery of the Debt Obligations to the applicable purchaser and receipt of proceeds.

**SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP**

D. Assistance with City Hall and Buschmann Road Projects

The City of Breezy Point (the “City”) has been working on two major projects: City Hall expansion/relocation and Buschmann Road reconstruction. The City is considering 3 options for the City Hall project that include:

- 1) Remodel existing city hall building and include building expansion
- 2) Build new city hall and community center combined
- 3) Build new city hall and remodel old city hall building for use as a community center

The Buschmann Road project would include reconstruction of the existing road and related utility/infrastructure work. Both projects will require significant investment and the City has requested Baker Tilly’s assistance with exploring various funding sources and financing options for the City to consider. The purpose of this section of the contract is to outline the scope of work, estimated fee and timing for completion.

City Hall Expansion/Relocation

Tasks

- Study the alternative cost scenarios for City Hall as provided by WSN based on the 3 potential options
- Identify potential funding sources and financing strategies as applicable for the project
- Prepare financial feasibility analysis utilizing the 3 scenarios and include any potential financial impacts
- Provide recommendations for structuring financial obligations including consultation with City staff

Deliverables

- Financial feasibility analysis with considerations for financing options and potential impacts as related to each option
- Summary report with financing recommendations
- Presentation of summary analysis and report to City Council

Compensation

The work as described will be completed at standard hourly rates contained herein, with an estimated total fee in the range of \$3,500-\$4,500. Excluded from the fee indicated above are any out-of-pocket expenses such as travel, copies, faxes, conference calls, or other expenses necessary to complete the project. Additional work requested and authorized by the City outside the scope of services described in this proposal will be invoiced at our standard hourly rates.

Buschmann Road

Tasks

- Study alternative cost scenarios for proposed project
- Consider financing options and potential funding sources
- Prepare feasibility analysis report outlining financing options and financial impacts
- Recommended options for structuring financial obligations including consultation with City staff

Deliverables

- Financial feasibility analysis with considerations for financing options and potential impacts as related to the project
- Summary report with financing recommendations
- Presentation of summary analysis and report to City Council

**SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP**

Compensation

The work as described will be completed at standard hourly rates contained herein, with an estimated fee in the range of \$2,500-\$3,500. Excluded from the fee indicated above are any out-of-pocket expenses such as travel, copies, faxes, conference calls, or other expenses necessary to complete the project. Additional work requested and authorized by the City outside the scope of services described in this proposal will be invoiced at our standard hourly rates.

Completion Date

Each of the two separate projects will be completed within 4-6 weeks after receipt of the information necessary to complete the analysis.

SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP

COMPENSATION AND INVOICING

A. Compensation for services relating to debt obligations

1. Fees for Services

a) General obligation debt:

c) General obligation debt:							
	<u>Par Amount</u>			<u>Base Fee</u>	<u>Additional Purposes Fee</u>	<u>Total Par</u>	<u>Total Fee</u>
Tier 1	-	to	2,999,999.99	\$ 18,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose
Tier 2	3,000,000.00	to	4,999,999.99	\$ 25,000	\$ 5,000	Total Par of all purposes	Base Fee + \$5,000 for each addtl purpose
Tier 3	5,000,000.00	to	9,999,999.99	\$ 30,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose
Tier 4	10,000,000.00	to	24,999,999.99	\$ 45,000	\$ 7,500	Total Par of all purposes	Base Fee + \$7,500 for each addtl purpose
Tier 5	25,000,000.00	to	49,999,999.99	\$ 65,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose
Tier 6	50,000,000.00	to	74,999,999.99	\$ 75,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose
Tier 7	75,000,000.00	to	99,999,999.99	\$ 100,000	\$ 10,000	Total Par of all purposes	Base Fee + \$10,000 for each addtl purpose

- b) The foregoing schedule shall apply to the total Par amount as indicated in the Preliminary Official Statement or Terms of Offering.
- c) The foregoing schedule shall include BTMA's services through closing of a Debt Obligation. If BTMA performs post-closing services relative to a Debt Obligation, it shall be compensated for such services at the hourly rates set out in Section B herein.
- d) Non ad valorem supported debt and advance refundings, shall be compensated at 1.35 times the fee set out in paragraph 1.a. above.
- e) Debt Obligations dependent on successful referenda, including GO sales tax revenue, shall be compensated at 1.25 times the fee set out in paragraph 1.a. above.
- f) In the event it is necessary for BTMA to repeat Debt Obligation services because of events beyond BTMA's control, BTMA shall be compensated for such repetitive services at the hourly rates set in paragraph B herein. BTMA shall not be entitled to compensation under this section for failed referenda unless otherwise provided by agreement between the Client and BTMA.
- g) Fee schedule and billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.
- h) BTMA's fees shall be payable as follows:
- (i) Except as specified elsewhere in this section, for a Debt Obligation, fees are due upon closing of the Debt Obligation, except that if the Debt Obligation is awarded but cannot be closed by reason of an error, act or omission of the Client, BTMA shall be paid the amount which it would have been due upon closing.
 - (ii) If an issuance is awarded and does not close for a reason that is beyond the control of the Client and without fault of the Client, then BTMA shall be compensated at one-half the amount which would have been due upon closing.
 - (iii) If a Client Debt Obligation is abandoned for any reason and BTMA is without fault for such abandonment, BTMA shall be paid a fee in the amount that would have been due if BTMA's services to the point of abandonment had been charged at the hourly rate set out in paragraph B herein however not more than the fee had the Debt Obligation been issued. A Debt Obligation shall be deemed abandoned upon notice by the Client to BTMA of abandonment or whenever the Client has taken no action with respect to the Debt Obligation for one year, whichever occurs first. Delay in the issuance of Debt Obligations resulting from failed authorization referenda shall not constitute abandonment unless otherwise provided by agreement between the Client and BTMA.
 - (iv) Fees for services provided in connection with a private placement are not contingent on the successful placement of the Debt Obligation.

SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP

The Client shall be responsible for issuance expenses including, without exclusion of other expenses: (i) posting and distributing the Official Statement, (ii) legal fees, (iii) printing, (iv) delivery and settlement, (v) travel, (vi) rating fees, (vii) out-of-pocket Debt Obligation related expenses, and (viii) governmental and governmental agency fees and charges.

2. Hourly rates for housing/economic development and other pre-debt or non-debt issuance related services

Standard Hourly Rates by Job Classification	
2023	
Principal	\$330
Director	\$300
Manager	\$260
Consultant	\$200
Support, municipal bond disclosure specialist	\$150
Intern	\$110

Billing rates are subject to change periodically due to changing requirements and economic conditions. Baker Tilly will notify Client thirty (30) days in advance of any change to fees. If Client does not dispute such change in fees within that thirty (30) day period, Client will be deemed to have accepted such change. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.

The above hourly fees shall include all expenses incurred by BTMA with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. Hourly projects that are active as of the date of this contract, will transition to the new hourly rates herein on June 1, 2023.

3. Compensation for continuing disclosure services

Fees for continuing disclosure services include the following:

- a) Full Disclosure - An annual report is required to be prepared by BTMA:
 - (i) A fee of \$1,300.00 will be applied to each separate type of debt report required (i.e., general obligation, revenue, etc.); plus
 - (ii) A fee of \$200.00 per debt obligation.
- b) Full Disclosure – The Client’s audited financial statements contain some or all of the required financial and operating data:
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.
- c) Full Disclosure – A Final Official Statement previously filed on EMMA can be referenced as containing all the required financial and operating data:
 - (i) A fee of \$200.00 per debt obligation.
- d) Limited Disclosure
 - (i) A fee of \$600.00; plus
 - (ii) A fee of \$200.00 per debt obligation.

In addition to the above, Client shall be responsible for any county auditor certificate fees incurred for the preparation of an annual report.

4. Expenses and Hourly Fees

Amounts due BTMA for expenses and services charged at hourly rates shall not be contingent.

SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP

BILLING PROCEDURES

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

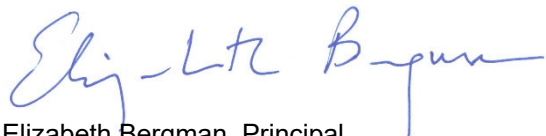
Termination

Notwithstanding termination provisions contained in the Engagement Letter, this Scope Appendix is intended to be ongoing and applicable individually to specific services including financings, arbitrage computations, and/or continuing disclosure engagement, ("Sub-engagements") as if they are the sole subject of the Scope Appendix. As such, termination may occur for a specific Sub-engagement without terminating the Scope Appendix itself. On termination of a Sub-engagement or the Scope Appendix, all fees and charges incurred prior to termination shall be paid promptly. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Sub-engagement performed under this Scope Appendix will terminate 60 days after completion of the services for such Sub-engagement.

**SCOPE APPENDIX to
Engagement Letter dated: April 4, 2023
Between the City of Breezy Point and
Baker Tilly US, LLP**

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Elizabeth Bergman, Principal

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____

TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: Buschmann Road Design Contract Amendment

DATE: April 26, 2023



On April 10, the Ideal Township Board of Supervisors voted unanimously to join the City in Phase I of the Buschmann Road project for the portion of the road that is shared between the City and Ideal Township.

This section of road, which is approximately ½ mile in length, was excluded from the original contract with WSB as it was not certain whether Ideal would participate in the project. As such, the attached contract amendment needs to be approved to add this section of road into Phase I. The Phase I cost to include this section of road is \$68,580, which will be split evenly between the City of Breezy Point and Ideal Township.

As the City already holds a contract with WSB, the City will continue to manage all work and invoice Ideal for their portion. As a result, the attached shared services agreement must be approved in addition to the contract amendment.

With the inclusion of Ideal Township into the Buschmann Road project, the project timeline also needs to be altered. Phase I, which is preliminary design, is still scheduled to be completed this summer. However, staff is recommending that Phase II (final design and project bidding) be moved to 2024 and Phase III (construction) be moved to 2025. As the City is currently only under contract for Phase I, this timeline alteration will provide the City Council more time to fully evaluate the results of Phase I before deciding whether to move forward with Phase II and Phase III. This alteration also allows Ideal Township to effectively budget each phase of the project as well.

Project Manager Paul Sandy will be present at the May 1 City Council meeting to provide the City Council with a full update on the project.

Council Action

Staff recommends that the City Council approve the attached shared services agreement between the City of Breezy Point and Ideal Township as well as approve the attached contract amendment with WSB, contingent on the approval of the shared services agreement by the Ideal Township Board of Supervisors.



April 11, 2023

Mr. David Chanski
 City of Breezy Point
 8319 County Road 11
 Pequot Lakes, MN 56472
dchanski@cityofbreezypointmn.us

Re: Contract Amendment 1 - Proposal for Professional Services
 Buschmann Road – Ideal Township and Breezy Point Shared Segment
 Breezy Point, Minnesota and Ideal Township, Minnesota

Dear Mr. Chanski,

WSB is pleased to submit this proposal for completing professional services related to the design and construction of Buschmann Road from approximately 1,300 feet west of the Ranchette Drive intersection westerly to approximately 1,400 feet east of the Nelson Road intersection.

PROJECT UNDERSTANDING

Throughout 2021 and 2022, Ideal Township and the City of Breezy Point participated in a study process called the Cooperative Community Enhancement Project. This study outlined options related to improvements of the corridor consisting of Buschmann Road, Ranchette Drive, Nelson Road, Wild Acres Road, and Akerson Road. The study was performed to identify alternatives for improving a parallel route to County State Aid Highway 11 and consisted of partners such as the City of Breezy Point, Ideal Township, Jenkins Township, and the City of Pequot Lakes. The study identified options for corridor improvements, alignments, and estimated costs. The outcomes of the study are outlined in the final report prepared by Bolton and Menk.

WSB is under contract with the City of Breezy Point to design and construct its portion of Buschmann Road to a locally supported standard along with providing comprehensive investigation services (wetland, geotechnical, permitting, etc.) and public engagement. Ideal Township has expressed interest in designing and constructing the shared portion of Buschmann Road between the City of Breezy Point and Ideal Township to a locally supported standard to improve safety and operations on the heavily traveled local roadway.

This letter proposal is an extension of the scope of work that was proposed and accepted by the City of Breezy Point through WSB's response to the City's RFP dated October 10, 2022.

This proposal consists of time and effort estimates necessary to perform comprehensive investigative services, public engagement, preliminary and final design, right-of-way acquisition, bidding, and construction administrative services for the joint portion of Buschmann Road, consisting of an additional approximate 2,800 feet of roadway between Ranchette Drive and Nelson Road.

SCOPE OF SERVICES

PHASE 1 – RECONNAISSANCE, EXPLORATION, AND PRELIMINARY DESIGN

TASK 1.1 – EXISTING DATA COLLECTION

WSB will collect existing data available for this section of the corridor and compile the data into an existing conditions memo. This data will be used during the preliminary design process and includes, but is not limited to: County/State LiDAR; current aerial photos; County GIS parcel mapping and shape files; City and Township land use and comprehensive plans; MnDNR Protected Waters and Wetland maps; National Wetland Inventory; MPCA contaminated property database; existing and forecasted travel demands; existing pavement data, right-of-way widths, and as-built plans; previous corridor studies; historic traffic counts; historic speed studies; existing alignments and access points; City or Township design standards; existing topography; and location of any existing site conditions, obstacles, obstructions, land use and building permits. This task can be seen broken down into the specific sub-tasks and deliverables below:

1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
2. Preliminary Data Collection Meeting with Client
3. Review of Existing Studies, Reports, and Data
 - A. Collection and review of prior project information.
 - B. Collection and review of historic traffic counts and speed studies.
 - C. Collection and review of previous studies.

Deliverables

- Memo outlining existing conditions and useability of existing studies.
- Meeting agenda and minutes from data collection meeting with Client.
- Quality Management Plan.

TASK 1.2 – DETAILED TOPOGRAPHIC SURVEY AND MAPPING

WSB will establish a comprehensive set of survey control points and prepare a detailed topographic survey base map within a 75-foot buffer of existing centerline alignments. A design locate ticket through Gopher State One Call (GSOC) will be utilized to locate existing utilities throughout the corridor and will supplement mapping provided by utility companies during that locate request. Through the use of existing information collected in Task 1.1, features identified such as wetland boundaries, pre-identified right-of-way impacts, and potential roadway realignment areas will be provided to survey staff so that collection processes can be as efficient as possible. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
2. Full Topographic Survey of Project Site, Utilities, and Right-of-Way
 - A. Establishment of survey control points.

- B. Prepare detailed topographic base map using MnDOT's Geodetic Monument Database within a 75-foot buffer, either side, of the existing centerline alignment and areas of potential re-alignment.
- C. Perform a Gopher State One Call (GSOC) design location ticket.
- D. Survey all existing utility infrastructure in the right-of-way.
- E. Survey of significant trees 4 inches or greater in diameter.
- F. Survey of all significant features or fixed objects within the corridor potentially impacted by construction.
- G. Survey of all drainage features (wetland, lakes, streams, rivers, etc.).
- H. Collection of dwelling and outbuilding structures near the right-of-way for future potential right-of-way damages.

Deliverables

- Full topographic survey and mapping.
- AutoCAD base map drawing.
- Photographs.

TASK 1.3 – EXISTING RIGHT-OF-WAY DETERMINATION AND MAPPING

An existing right-of-way determination process will be performed as a part of Task 1.3. WSB will tie in all property corners and PLS monuments in the specified County datums and tolerances as the foundation of the property base mapping file and utilize title research to draw in all known parcel boundaries, easements, and covenants tied to each parcel abutting the corridor. WSB office technicians will develop an existing centerline alignment based on field observations and compute and draw in all subdivision plats based on found monuments. WSB will coordinate with Crow Wing County Survey Planning Coordinator and the City/Township on right-of-way concerns and come to the table with professional solutions to assure all party's property rights are maintained. The base map will include property owner name, parcel identification, subdivision plat names etc. along with clearly described property monumentation. All property work will be performed by a registered land surveyor in the State of Minnesota. This property file will be used in preliminary design to identify preliminary right-of-way impacts to adjacent properties to start the right-of-way process early. This task can be seen broken down into specific sub-tasks and deliverables below:

- 1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
- 2. Office Research and Mapping
 - A. Locate public land survey corners and boundary corners.
 - B. Prepare AutoCAD drawing of all parcels and right-of-way lines affected by the project.
 - C. Mapping is existing right-of-way, including existing monumentation.
 - D. Existing right-of-way determination.

Deliverables

- Finalized existing right-of-way mapping.
- AutoCAD base map drawing.
- Photographs.

TASK 1.4 – ENVIRONMENTAL RECONNAISSANCE AND WETLAND DELINEATION

WSB Task 1.4 contains services pertaining to environmental reconnaissance and review based on previously completed reports. As a part of the Cooperative Community Enhancement Project, the agencies involved were supplied with a comprehensive Level 2 Wetland Delineation and Report that was submitted to the LGU for wetland boundary and type concurrence. The approved boundaries will be reviewed by environmental staff and incorporated into base mapping to ensure avoidance and minimization of wetland impacts is considered during preliminary design. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
2. Environmental Reconnaissance
 - A. Review of project for potential permits needed for construction.
3. Wetland Delineation and Report
 - A. Review of existing Bolton and Menk wetland delineation report from Bolton and Menk study.
 - B. Submission of wetland delineation report and coordination with LGU/Crow Wing County.
 - C. Attend Technical Evaluation Panel (TEP) meeting to discuss project. Accompany the TEP in the field for the verification review and, if required, alter the report through an amendment based on TEP recommendations.

Deliverables

- Final Wetland Notice of Decision (wetland boundary, type, and jurisdictional determination).
- TEP meeting minutes.
- Cursory cultural and historical review memo.

TASK 1.5 – GEOTECHNICAL EVALUATION

WSB proposes a full geotechnical exploration of the project area. This exploration will give the project team a comprehensive view of the geotechnical features and soils that exist within the project limits. Geotechnical services are provided to perform subsurface soil boring, classify, and analyze the soil samples, and prepare a report discussing the findings including and estimated R-value, provide recommendations for subgrade corrections, preparation, and pavement section thicknesses. We have assumed that soil borings will be placed such that traffic control will not be necessary on the corridor, and that we will have full access with a CME-55 truck mounted auger drill. We propose six flight auger soil borings to supplement the information that was collected during the Cooperative Community Enhancement Project investigations. This number equates to a soil boring at approximate 500-foot intervals throughout the project area. If unsuitable soils are found at termination depths, it may be necessary to extend the borings until more suitable soils are found. This is done to ensure the project team knows the full extent of unsuitable materials under the pavement and that recommendations within the report are accurate. An additional \$20/foot will be assessed for borings extended beyond the proposed termination depths, and this information will be relayed to the appropriate parties as soon as it is available. These borings will be summarized and logged within the final geotechnical report, and will provide recommendations

for pavement subgrade preparation, estimates of groundwater depths, elevations, and discussions on soils to use as structural fill and site fill. An estimated R-value and recommended placement thickness will be recommended in the report. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
2. Geotechnical Reconnaissance and Soil Borings
 - A. Six soil borings at select locations throughout the project site (approximately every 500 feet).
3. Geotechnical Report
 - A. Preparation of a detailed geotechnical evaluation and report, including pavement design recommendations, soil boring logs, soil classifications, and groundwater depths.

Deliverables

- Geotechnical report and recommendations.

**TASK 1.6 – PRELIMINARY DESIGN, PREFERRED GEOMETRIC LAYOUT, AND
PRELIMINARY RIGHT-OF-WAY IMPACTS**

WSB will use all the investigations performed in Tasks 1.1 through 1.5 to move into preliminary design and determine a preferred geometric layout. The main objective of this task is to select a preferred alternative alignment and typical section that meets geometric safety and traffic standards selected for the corridor to improve overall safety and mobility along Buschmann Road. The design team will model the corridor utilizing this layout and typical section and perform a comprehensive analysis on existing drainage issues, proposed drainage systems, and stormwater treatment locations. This preliminary design will also be used to assess preliminary right-of-way impacts along the corridor. This right-of-way impact analysis will consider aesthetic surroundings, the need for stormwater features in the right-of-way and strive to maintain overall corridor character. Based on the construction limits from the preliminary design, WSB will draw into the base map any potential right-of-way impacts, property impacts, easements, or utility concerns. This data will be utilized in public engagement to notify potentially impacted property owners and to begin the right-of-way acquisition process. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
2. Preliminary Geometric Layout
 - A. Prepare local agency design standard 3-D model geometric layout, profile, and typical section.
 - B. Conduct analysis of alternative impacts and screening to formulate preferred alternative.
 - C. Design memo outlining features of preferred alternative alignment, design, and assumptions.

D. Stormwater modeling and design calculations.

3. Preliminary Right-of-Way Impacts

A. Develop anticipated right-of-way impacts and construction limits of preferred alternative.

Deliverables

- Geometric layout and preliminary drawings.
- Stormwater modeling and design results.
- Preliminary easements need mapping and summaries (with quantified areas).
- Design memo.
- Proposed drainage/stormwater plan.

TASK 1.7 – UTILITY COORDINATION

Utility conflicts within the Buschmann Road corridor are apparent and documented in many previous studies. It will be imperative to include any potentially affected utility owners in early project discussions and potential relocations. From the preliminary design, WSB will be able to assess impacts to high-risk utilities and coordinate early with the utility owners. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management

A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.

2. Preliminary Meeting with Affected Private Utility Owners (assumed 1)

- A. Contact Gopher State One Call (GSOC).
- B. Prepare two-dimensional layout of all utility facilities.
- C. Utility meeting to discuss potential impacts based on preferred alternative.

Deliverables

- Meeting agenda and minutes from meeting with utility owners.
- Two-dimensional layout of all utility facilities.

TASK 1.8 – PUBLIC ENGAGEMENT

WSB recognizes the vital role that public engagement will play into the overall projects success by facilitating communication and building project support amongst community members. We have organized the scope of services into deliverables throughout the engagement process including stakeholder engagement and identification plan; project website; preliminary open house; project communications and outreach support; engagement analysis and summary. This task can be seen broken down into specific sub-tasks and deliverables below:

1. Project Management

A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.

2. Public Agency Involvement/Agency Coordination

- A. Creation of Stakeholder ID and Engagement Management Plan with updates.
- B. Maintenance of project website.

- C. Project fact sheet and Q/A updates.
- D. In-person property owner communications and meeting (assumed 2 meetings, invitation/outreach).
- E. Open houses (assumed 2).
- F. City Council meetings (assumed 4).

Deliverables

- Two open house meetings with meeting materials each time (up to 6 poster boards, informational handouts, other visual aids, advertising creation and placement, social media coordination, event summary).
- Additional communications and outreach support (social media content/posts 2x, Strategic Counsel 1x, and other coordination).
- Final Engagement Analysis and Summary Report (includes engagement log, issues/feedback, and future communication recommendations).

TASK 1.9 – PRELIMINARY COST ESTIMATE

Understanding the costs of construction will be critical for the Township and City before moving to the next phases, which includes final design and construction. WSB will utilize industry knowledge and previous costs and estimates from similar work to establish preliminary project costs for the Township and City's consideration. Right-of-way estimates will be generated utilizing current property assessments/taxing information and factoring based on the amount of impact. Cost estimates, if requested, can be broken down by partner agency responsibility based on discussions between the City and Township. This task can be seen broken down into specific sub-tasks and deliverables below:

- 1. Project Management
 - A. Project management consisting of general project coordination, progress reporting, billing, invoicing, quality control, and quality assurances.
- 2. Preliminary Cost Estimate
 - A. Preparation of a preliminary cost estimate based on the preferred geometric layout and right-of-way needs.

Deliverables

- Preliminary cost estimate.

ASSUMPTIONS

This proposal makes the following assumptions:

- Task 1.1 - Existing Data Collection - Assumes one meeting with Township and City staff.
- Task 1.4 - Wetland Delineation - Assumes Bolton and Menk report dated August 25, 2021, will be available for submission to LGU and approved.
- Task 1.5 - Geotechnical Exploration - Assumes site can be accessed with CME-55 truck mounted auger drill and that full traffic control will not be necessary. Traffic control consists of road work ahead signs, flashing lights, and cones.

- Task 1.8 - Public Engagement - Assumes one kickoff meeting and one public open house and travel time. Assumes weekly updates to project website. Assumes attendance at four Township Board meetings.

SCHEDULE

Phase 1

Task 1.1 Existing Data Collection	Upon Contract Execution-April 17, 2023
Task 1.2 Detailed Topographic Survey and Mapping	April 17-May 19, 2023
Task 1.3 Existing Right-of-Way Determination and Mapping	April 17-May 19, 2023
Task 1.4 Environmental Reconnaissance and Wetland Delineation	Upon Contract Execution-June 1, 2023
Task 1.5 Geotechnical Exploration	May 1-June 2, 2023
Task 1.6 Preliminary Design	May 22-July 21, 2023
Task 1.7 Utility Coordination	April 17-July 21, 2023
Task 1.8 Public Engagement	Upon Contract Execution-August 7, 2023
Task 1.9 Preliminary Cost Estimate	June 19-July 21, 2023

PROPOSED FEE

WSB proposes the below fee for services in an amount not to exceed of \$247,975. A breakdown for each task can be seen below along with representative reimbursable expenses. A detailed breakdown of hours and fee can be seen attached.

Phase 1

Task 1.1 Existing Data Collection	\$1,845
Task 1.2 Detailed Topographic Survey and Mapping	\$9,125
Task 1.3 Existing Right-of-Way Determination and Mapping	\$9,715
Task 1.4 Environmental Reconnaissance and Wetland Delineation	\$2,575
Task 1.5 Geotechnical Exploration	\$8,685
Task 1.6 Preliminary Design	\$19,215
Task 1.7 Utility Coordination	\$1,235
Task 1.8 Public Engagement	\$9,980
Task 1.9 Preliminary Cost Estimate	\$3,005

Reimbursables

Highway Title Commitments \$3,200

TOTAL \$68,580

This proposal letter represents our entire understanding of the project scope. If you are in agreement with the scope of services as outlined above, please sign where indicated below and return one copy to our office. By signing, you also agree that these services will be governed by the terms and conditions of the Professional Services Agreement entered into between WSB and the City of Breezy Point on December 15th, 2022.

If you have any questions, please don't hesitate to contact me. We appreciate the opportunity to present this proposal to you and look forward to working with you on this project.

Sincerely,

WSB



Paul Sandy, PE
Senior Project Manager



Monica Heil, PE
Vice President of Municipal Services

Accepted By:

City of Breezy Point

Name _____

Title _____

**CONSTRUCTION COST SHARE AGREEMENT
BETWEEN CITY OF BREEZY POINT AND IDEAL TOWNSHIP
FOR RECONSTRUCTION OF BUSCHMANN ROAD**

This Agreement is entered into by and between the City of Breezy Point, 8319 Co. Road 11, Breezy Point, Minnesota 56472, and Ideal Township, 35458 Butternut Point Road, Pequot Lakes, Minnesota 56472, effective as of the date of the last signature set forth below.

Recitals

- A. Buschmann Road is a heavily travelled east-west road in the northwest portion of the City.
- B. A portion of Buschmann Road is on the boundary line between the City and the Township. That joint portion consists of approximately 2,800 feet of roadway between Ranchette Drive and Nelson Road (Shared Road). The two governmental entities are jointly responsible for maintenance costs of the Shared Road.
- C. The City and Township participated in a study process called the Cooperative Community Enhancement Project that outlined options for improving the Buschmann Road corridor.
- D. The engineering firm, WSB, was retained by the City to design and reconstruct the City's portion of Buschmann Road, along with related investigation services.
- E. The Township desires to have its portion of Buschmann Road reconstructed as well and prefers to have the City undertake the project, including design and construction, and invoice the Township for its share of the total cost of reconstructing the Shared Road.

Agreement

- 1. **Purpose.** The parties are joining together to design and reconstruct the shared portion of Buschmann Road. This Agreement sets forth the responsibilities of the respective parties.
- 2. **Duties.**
 - a. Property Acquisition. The City shall be responsible for acquiring additional right-of-way needed for the proposed project. This includes identifying the needed right-of-way, overseeing property acquisition, and recording necessary documents. To the extent needed within its jurisdiction, the Township shall cooperate with the City in right-of-way acquisition, including authorization of eminent domain. All costs incurred to acquire right-of-way within the Township, including all out-of-pocket

costs and legal fees, shall be borne solely by the Township. Likewise, all costs incurred to acquire right-of-way within the City, including all out-of-pocket costs and legal fees, shall be borne solely by the City.

- b. Design and Construction. The City, through WSB, shall provide all design engineering services, call for bids and/or quotes in accordance with Minnesota law and provide the Township with an analysis of the bids or quotes received, review and accept all bids and quotes, and enter into construction contracts as the “owner” for purposes of the project. Notwithstanding the above City obligations, the Township shall review and approve the final design of the Shared Road before the project is bid and must approve the bids or quotes before the City may award a contract for the project.
 - c. Inspection and Approval. The City, through WSB, shall oversee construction, inspect the work, and accept the work as it is completed. The Township may inspect any items related to the Shared Road and notify the City of any concerns. Approval of the Shared Road shall be provided by the City and the Township.
 - d. Disputes. In the event disputes arise concerning design or construction of the Shared Road, the City shall undertake reasonable efforts to promptly resolve those disputes. The City shall notify the Township of the disputes as they arise. The cost of resolving disputes concerning the Shared Road, including WSB costs, or legal fees, shall be shared equally between the City and Township.
3. **Costs.** Except as otherwise provided herein, all costs associated with the design, construction and oversight of the Buschmann Road project, to the extent said costs concern the Shared Road, shall be shared equally by the City and Township. The City shall act as the paying agent for all project costs. Payments will be made as the project progresses and when certified by WSB. The City, in turn, shall invoice the Township for its share of the project costs. The City shall provide the Township with invoices showing how the costs are calculated and divided between the parties. Project costs do not include costs associated with the Parties’ employees. Upon presentation of an itemized claim, the Township shall reimburse the City for its share of the costs incurred under this agreement within 30 days from the presentation of the claim. If any portion of an itemized claim is questioned by the Township, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

4. **Ownership.** Each party shall own the portion of the project located within its corporate boundaries.
5. **Change Orders and Supplemental Agreements.** Any change orders or supplemental agreements that affect the project costs payable by the Township and any changes to the approved plans and specifications must be approved by the Township prior to execution of work.
6. **Rules and Regulations.** The City shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures.
7. **Indemnification.** The Township agrees to defend, indemnify, and hold harmless City against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of Township and/or those of Township employees or agents. The City agrees to defend, indemnify, and hold harmless Township against any and all claims, liability, loss, damage, or expense arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of City and/or those of City employees or agents. All parties to this Agreement recognize that liability for any claims arising under this Agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual Parties.
8. **Waiver.** Any and all persons engaged in the work to be performed by the City under this Agreement shall not be considered employees of the Township for any purpose, including Worker's Compensation, or any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all claims made by any third party as a consequence of any act or omission on the part of said City employees while so engaged on any of the work contemplated herein shall not be the obligation or responsibility of the Township. The opposite situation shall also apply: the City shall not be responsible under the Worker's Compensation Act for any employees of the Township.
9. **Audits.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of the Parties relevant to this Agreement are subject to examination by the Township, the City, and either the

Legislative Auditor or the State Auditor as appropriate. The Township and the City agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

- 10. **Term.** This Agreement shall continue until all obligations of the parties are fulfilled. This Agreement may be terminated prior to said time by either party only for breach of the Agreement or by mutual consent of the parties.
- 11. **Accountability.** An accounting shall be made of all receipts and disbursements upon request by either party.
- 12. **Road Maintenance.** Upon completion of the project, continued maintenance of the Shared Road shall be under the same terms and conditions as existed prior to this Agreement.
- 13. **Entire Agreement.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials.

CITY OF BREEZY POINT

Angel Zierden, Mayor

Dated: May ____, 2023

David Chanski, City Administrator

Dated: May ____, 2023

IDEAL TOWNSHIP

David Peterson, Board Chairman

Dated: May ____, 2023

J. Craig Wallace, Clerk-Treasurer

Dated: May ____, 2023

TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: Acquisition of Charter Communications Building

DATE: April 26, 2023



The City has leased a portion of city-owned land adjacent to the Maintenance Building on North Dr. to Charter Communications since 2012. Charter built a 20'x20' insulated outbuilding for the storage of communications equipment. The original lease (attached) was from 2012 through 2017 with the option for Charter to extend the lease for two period of 5 years. Charter did exercise these options and is currently under lease through 2027.

At the beginning of April, the City received a demolition permit for Charter to demolition there building as they no longer have need for it. As a result, staff engaged Charter as the lease technically states that it is the City's discretion whether the build is demolished or ownership transferred to the City. Staff subsequently inspected the building a found it in very good shape. The transfer of ownership would be at no cost to the City. The only costs to the City would be building maintenance, utilities (the building is connected to electricity and natural gas, both of which can be shutoff when not in use), and insurance.

While the City does not have an immediate use for the building, staff believes it is in the City's best interest to accept ownership of building as there is minimal cost to do so.

Council Action

Staff recommends that the City Council choose to accept ownership of the Charter Communications building located on city-owned property and release Charter from their lease obligations effective immediately.

LAND LEASE

THIS LAND LEASE (this "Lease") is made and entered into by and between Landlord and Tenant (as described in Section 1.1 below). Landlord and Tenant hereby agree as follows:

ARTICLE 1 -- BASIC LEASE INFORMATION

1.1 Defined Terms. In addition to the terms which are defined elsewhere in this Lease, the following terms shall have the following meanings:

- (a) LANDLORD: City of Breezy Point, a Minnesota municipal corporation.
- (b) LANDLORD'S ADDRESS: 8319 County Road 11
Breezy Point, MN 56472
- (c) TENANT: Charter Communications V, LLC.
- (d) TENANT'S ADDRESS: c/o UGL Services
6399 S. Fiddlers Green Circle
Suite 600
Greenwood Village, Colorado 80111
Attn: Charter Lease Administration
File # MN 0147

With a copy to:

Charter Communications
6399 S. Fiddlers Green Circle
Suite 600
Greenwood Village, Colorado 80111

- (e) LAND: The leased area legally described on Exhibit A attached hereto and located at North Drive, in the City of Breezy Point, County of Crow Wing, State of Minnesota together with the access easement legally described on Exhibit A.
- (f) PERMITTED USE: The Land may be used for Tenant's cable and telecommunications business and for purposes incidental thereto.
- (g) TERM: Five (5) years, beginning on the Commencement Date and expiring on the Expiration Date.
- (h) COMMENCEMENT DATE: August 7, 2012.
- (i) EXPIRATION DATE: August 31, 2017
- (j) MONTHLY RENT SCHEDULE:

PERIOD	MONTHLY RENT
August 8, 2012 – August 31, 2012	\$281.06
September 1, 2012 – August 31, 2013	\$366.67
September 1, 2013 – August 31, 2014	\$200.00
September 1, 2014 – August 31, 2015	\$200.00
September 1, 2015 – August 31, 2016	\$200.00
September 1, 2016 – August 31, 2017	\$200.00

(k) BROKER: UGL Services.

(l) RENEWAL TERMS: Two (2) renewal terms of five (5) years each.

1.2 Exhibits. The following exhibits are attached to this Lease and are made part of this Lease:

Exhibit A: Certificate of Survey and Legal Description of the Land
Exhibit B: Memorandum of Lease
Exhibit C: Construction Plan

ARTICLE 2 -- AGREEMENT AND USE

2.1 Lease. Landlord hereby demises and leases to Tenant the Land, and Tenant leases the Land from Landlord, according to the terms and conditions of this Lease.

2.2 Use. Tenant shall use the Land only for the Permitted Use. Tenant shall not allow the Land to be used for any unlawful purposes. Tenant shall have the right to construct a 20'x20' building, a surrounding six foot chain link fence and associated cabling and equipment on (collectively, the "Improvements") the Land as necessary in furtherance of the Permitted Use; provided, however, that Tenant will not make or allow to be made any Improvements upon or under the Land that violate any applicable law. All structure design shall be approved by Landlord prior to construction. Any Improvements constructed, placed or maintained upon or under any part of the Land shall be and remain during the Term, including any Renewal Terms, the property of Tenant or Tenant's successors or assigns. Tenant will maintain any Improvements constructed by Tenant and keep such Improvements in good repair; provided, however, that Tenant shall have no obligation to make any such repairs or replacements during the last 60 days of the Term. Tenant will keep the Land free from all trash, debris, and waste. Landlord will provide Tenant with an unimproved vehicular access to the Land 24 hours per day, seven days a week, 365 days a year, via the access easement described in Exhibit A. Landlord shall maintain the existing grass within the access easement and Tenant shall provide snow plowing services if and when needed. Any improvements to the access easement must be approved in writing by Landlord prior to construction.

2.3 Interference. Landlord will not construct or install nor permit the construction or installation by third parties of improvements or equipment on land owned by Landlord located in the vicinity of the Land that interferes with the operation of the Improvements or Tenant's equipment. Tenant shall have the right to clear trees or other vegetation from the Land that interferes with the operation of the Improvements or Tenant's equipment.

2.4 Term. The duration of the Lease shall be the Term. The Term will commence on the Commencement Date and will expire on the Expiration Date.

ARTICLE 3 -- RENT, TAXES, AND OPERATING EXPENSES

3.1 Rent. Tenant shall pay Monthly Rent to Landlord as rent for the Land. Monthly Rent will be paid in advance, at Landlord's Address, on or before the first day of each calendar month of the Term, without written notice or demand. If the Term commences on a day other than the first day of a calendar month or ends on a day other than the last day of a calendar month, then Monthly Rent will be appropriately prorated based on the actual number of days in that month.

3.2 Taxes. The Land is normally not subject to real estate taxes due to Landlord's exempt status. In the event Lessee's use of the Land pursuant to this Land Lease causes the Land to become taxable, Tenant shall pay when due all real property taxes and assessments assessed, levied, or imposed during the Term on the Land. Tenant will pay when due all personal property taxes on Tenant's personal property on the Land.

ARTICLE 4 -- INSURANCE AND INDEMNITY

4.1 Tenant's Insurance. At all times during the Term, Tenant will carry and maintain, at Tenant's expense, the following insurance in the amounts specified below:

(a) Commercial general liability insurance with an occurrence limit of not less than \$1,500,000; and

(b) Insurance covering all of Tenant's equipment, any other personal property owned by Tenant and located on or about the Land, and any Improvements to the Land, in an amount not less than \$100,000. Tenant will be entitled to any proceeds resulting from damage to the Improvements, Tenant's equipment and other personal property.

Upon Landlord's written request, Tenant shall furnish Landlord with a certificate of insurance evidencing such coverages.

4.2 Self-Insurance. Tenant's obligations under this Article 4 may be satisfied through a program of self-insurance.

4.3 Indemnification, Waiver, and Release.

(a) Tenant's Indemnification. Except in cases of negligence or intentional misconduct of Landlord, its employees or agents, Tenant will indemnify and hold harmless Landlord, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Tenant or any person claiming under Tenant; (2) any activity, work, or thing done or permitted by Tenant in or about the Land; or (3) any injury, loss or damage to the person, property or business of Tenant, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Tenant. If any action or proceeding is brought against Landlord or its employees or agents by reason of any such claim for which Tenant has indemnified Landlord, Tenant, upon written notice from Landlord, will defend the same at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) Landlord's Indemnification. Except in cases of negligence or intentional misconduct of Tenant, its employees or agents, Landlord will indemnify and hold harmless Tenant, its employees and agents from and against, any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) which arise out of or relate to: (1) the use or occupancy or manner of use or occupancy of the Land by Landlord or any person claiming under Landlord; (2) any activity, work, or thing done or permitted by Landlord in or about the Land; or (3) any injury, loss or damage to the person, property or business of Landlord, its employees, agents, contractors or any invitees entering upon the Land under the express or implied invitation of Landlord. If any action or proceeding is brought against Tenant or its employees or agents by reason of any such claim for which Landlord has indemnified Tenant, Landlord, upon written notice from Tenant, will defend the same at Landlord's expense with counsel reasonably satisfactory to Tenant.

(c) In no event shall either party be liable for incidental, consequential, indirect or special damages of any kind, including but not limited to any loss of use, loss of business, or loss of profit.

ARTICLE 5 -- END OF THE TERM

5.1 Surrender. Unless otherwise allowed by Landlord in writing, Tenant shall, by expiration or termination of this Lease, remove all of the Improvements (except buried cable) constructed or installed pursuant to this Lease.

5.2 Holdover. If, after expiration of this Lease, Tenant remains in possession of the Land and continues to pay rent without a written agreement as to such possession, then such tenancy will be regarded as a month to month tenancy, terminable by either party upon 30 days' notice to the other, at a monthly rental, payable in advance, equivalent to 120% of the last Monthly Rent paid under this Lease, and subject to all the terms and conditions of this Lease.

ARTICLE 6 -- DEFAULT

6.1 Events of Default by Tenant. The occurrence of any one of the following events shall constitute an "Event of Default" hereunder by Tenant:

(a) The failure by Tenant to make any payment required to be made by Tenant hereunder within 15 days after written notice from Landlord of such failure.

(b) Unless otherwise specifically noted in this Lease, the failure by Tenant to observe or perform any of the covenants or other provisions of this Lease to be observed or performed by Tenant, where such failure continues for a period of 30 days after notice thereof from Landlord to Tenant; provided that if the nature of Tenant's default is such that more than 30 days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.

6.2 Remedies of Landlord.

(a) On the occurrence of an Event of Default, Landlord shall have the following rights:

(1) To terminate this Lease, in which case Tenant's right to possession of the Land will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term.

(2) To lawfully reenter and take possession of the Land, expel Tenant and remove any or all Improvements and effects of Tenant, using such force for such purposes as may be reasonable. In such case, Landlord shall use reasonable efforts to relet the Land for the account of Tenant on market conditions and terms, and Landlord may collect and receive the rent. Tenant will pay to Landlord Monthly Rent plus the cost of removing all Improvements and effects and other sums as provided in this Lease that would be payable under this Lease if such repossession had not occurred, less the net proceeds, if any, of any reletting of the Land after deducting all of Landlord's reasonable expenses in connection with such reletting.

(3) To cure any Event of Default and to charge Tenant for the cost of effecting such cure, provided that Landlord will have no obligation to cure any such Event of Default of Tenant.

(b) Upon any Event of Default hereunder by Tenant, Landlord shall be required to use commercially reasonable efforts to mitigate its damages.

6.3 Event of Default by Landlord. In the event of any failure by Landlord in the performance of its obligations under this Lease, Tenant will deliver to Landlord written notice of such failure. If Landlord fails to cure such failure within 30 days after receipt of written notice (the "Cure Period"), Landlord shall be in default and Tenant shall have the right, in its sole discretion, to exercise such self-help measures as may be reasonably necessary to cure Landlord's default, provided that if the nature of Landlord's default is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure with said 30-day period and thereafter diligently prosecutes such cure to completion. Any costs and expenses incurred by Tenant to cure such default shall, at its option, be: (a) reimbursed by Landlord upon demand or, (b) offset against Monthly Rent. Whether or not Tenant exercises its self-help right, Monthly Rent shall be abated from the date following expiration of the Cure Period until the date the specified default is cured by Landlord. Upon any Event of Default hereunder by Landlord, Tenant shall be required to use commercially reasonable efforts to mitigate its damages.

6.4 Remedies Not Exclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for in this Lease or at law or in equity.

ARTICLE 7 -- GENERAL

7.1 Quiet Enjoyment. So long as Tenant performs all covenants and obligations contained in this Lease, Landlord warrants quiet enjoyment of the Land by Tenant; provided that Landlord, its agents or representatives, and any other person authorized by Landlord, may enter upon the Land upon reasonable notice for the purpose of inspecting the Land and to exhibit the Land to prospective purchasers or lenders.

7.2 Liens.

(a) Tenant will keep the Land free and clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

(b) In no event shall Landlord have the right to place a lien, whether statutory, consensual or otherwise, and whether pre-judgment or post-judgment, on any Improvements, furniture, trade fixtures, signage, equipment, wiring, systems and other personal property of Tenant located on or about the Land.

7.3 Environmental Matters.

(a) Tenant's Obligations.

(1) Tenant will not cause or allow the storage, treatment or disposal of any Hazardous Materials in, on, or about the Land by Tenant, its agents, employees or contractors in violation of Environmental Laws. Tenant will not allow the Land to be used or operated in a manner that causes the Land or any part of the Land to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

(2) Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against all direct claims, costs, liabilities and penalties, including attorney's fees and costs arising out of or in connection with Tenant's breach of its obligation under this subsection (b). Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including attorney's fees and costs, arising out of or in connection with the removal, CERCLA or other cleanup, or restoration of the Land, except for any cleanup caused by Landlord's breach of subsection (b)(1). Tenant's obligations under this subsection (b) will survive the expiration or other termination of this Lease.

(3) Tenant will be solely responsible for and will defend, indemnify and hold Landlord, its agents, and employees harmless from and against any and all direct claims, costs, and liabilities, including attorneys' fees and costs, arising out of or in connection with Tenant's introduction of Hazardous Materials to the Land. Tenant's obligations under this section shall survive the expiration or other termination of this Lease.

(b) Landlord's Obligations.

(1) Landlord hereby represents and warrants to Tenant that:

(A) The Land is not contaminated by any Hazardous Materials;

(B) No portion of the Land is being used for the treatment, storage, or disposal of any Hazardous Waste;

(C) No Hazardous Materials are being used, generated, or disposed of on or about the Land except in compliance with all applicable Environmental Laws; and

(D) The Land is not on any governmental list of contaminated properties, nor is any investigation, administrative order or notice, consent order, or agreement for litigation in existence or anticipated with respect to the Land.

(2) Landlord covenants that, during the Term of this Lease, it will not cause or permit the treatment, storage, or disposal of any Hazardous Waste in, on or about any part of the Land by Landlord, its agents, employees, or contractors, and it will permit the introduction of other Hazardous Materials to the property only in compliance with all Environmental Laws.

(3) Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against all direct claims, costs, liabilities and penalties, including attorney's fees and costs arising out of or in connection with Landlord's breach of its obligation under this subsection (b). Landlord will be solely responsible for and will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all direct claims, costs, liabilities and penalties, including attorney's fees and costs, arising out of or in connection with the removal, CERCLA or other cleanup, or restoration of the Land, except for any cleanup caused by Tenant's breach of subsection (a)(1). Landlord's obligations under this subsection (b) will survive the expiration or other termination of this Lease.

(4) If removal, cleanup or restoration work materially interferes with Tenant's use of the Land for a period in excess of three days then, without limiting Tenant's other available rights and remedies, Tenant may terminate this Lease without penalty, upon notice to Landlord, such termination to be effective as of the termination date specified in such notice.

(c) Definitions. "Hazardous Materials" means asbestos, petroleum products, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Section 651, et seq.; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

7.4 Assignment and Subletting. Except as set forth herein, Tenant will not sublease all or a part of the Land, and will not assign this Lease or any interest in this Lease, without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned, or delayed. If Landlord does not consent or object in writing to such proposed sublease or assignment within 45 days after its receipt of Tenant's request for consent, Landlord's consent shall be deemed given. Notwithstanding anything to the contrary contained in this Lease, Tenant shall have the right to sublet all or a portion of the Land or to assign this Lease, without Landlord's consent, to any of Tenant's Affiliates (as defined below) or to any Communications Purchaser (as defined below). Any such subtenant or assignee shall have a similar right to sublet or assign this Lease, without Landlord's consent, to any of Tenant's Affiliates or to any Communications Purchasers. As used herein, "Tenant's Affiliates" means any corporation or other entity that controls, is controlled by, or is under common control with, Tenant, or any corporation or other entity that results from a merger or consolidation with Tenant. As used herein, "Communications Purchaser" means any purchaser of all or a portion of the communications systems, equipment or business operations of Tenant or Tenant's Affiliates located on or related to the Land. Upon any assignment of this Lease as permitted by this section, Tenant shall be relieved of all obligations and liabilities arising hereunder after the date of the assignment. No transfer or assignment of the stock of Tenant, or any ownership interest in Tenant, whether by sale, merger, exchange or other means, shall constitute an assignment of this Lease.

7.5 Binding Effect. This Lease will bind and inure to the benefit of Landlord and Tenant and their respective successors, heirs, administrators and assigns, except as otherwise provided in this Lease.

7.6 Notices.

(a) All notices and other communications required or permitted under this Lease shall be in writing and shall be given by via (1) United States first class mail, postage prepaid, registered or certified, return receipt requested, (2) deposit with any nationally recognized overnight carrier that routinely issues receipts or (3) by hand delivery (including by means of a professional messenger service) addressed to the party for whom it is intended at its address set forth in Section 1.1.

(b) Any such notice or other communication shall be deemed to be effective when actually received or refused. Either party may by similar notice given change the address to which future notices or other communications shall be sent.

7.7 Tenant's Name. Landlord is prohibited from using Tenant's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Tenant's prior written consent.

7.8 Time of the Essence. Time is of the essence for each and every provision of this Lease.

7.9 No Waiver. The waiver by either Landlord or Tenant of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease.

7.10 Disputes. (a) Any claim, controversy or dispute arising out of or relating to this Lease, or the breach thereof, shall be resolved fully and finally by binding arbitration under the Commercial Rules, but not the administration, of the American Arbitration Association, except to the extent that the Commercial Rules conflict with this provision, in which event, this Lease shall control. This arbitration provision shall not limit the right of Landlord prior to or during any such dispute to seek, use, and employ ancillary, or preliminary or permanent rights and/or remedies, judicial or otherwise, for the purposes maintaining the status quo until such time as the arbitration award is rendered or the dispute is otherwise resolved. Within 10 calendar days of service of a Demand for Arbitration, the parties may agree upon a sole arbitrator, or if a sole arbitrator cannot be agreed upon, a panel of three arbitrators shall be named. One arbitrator shall be selected by Landlord and one shall be selected by Tenant. A knowledgeable, disinterested and impartial arbitrator shall be selected by the two arbitrators so appointed by the parties. If the arbitrators appointed by the parties cannot agree upon the third arbitrator within 15 business days, then either party may apply to any judge in any court of competent jurisdiction for appointment of the third arbitrator. There shall be no discovery during the arbitration other than the exchange of information that is provided to the arbitrator(s) by the parties. The arbitrator(s) shall have the authority only to award equitable relief and compensatory damages, and shall not have the authority to award punitive damages or other non-compensatory damages. The decision of the arbitrator(s) shall be rendered within 60 calendar days after the date of the selection of the arbitrator(s) or within such period as the parties may otherwise agree. Each party shall be responsible for the fees, expenses, and costs incurred by the arbitrator appointed by each party, and the fees, expenses and costs of the third arbitrator (or single arbitrator) shall be borne equally by the parties. The decision of the arbitrator(s) shall be final and binding and may not be appealed. Any party may apply to any court having jurisdiction to enforce the decision of the arbitrator(s) and to obtain a judgment thereon.

(b) Notwithstanding the foregoing, at Landlord's option, the following claims, controversies or disputes need not be resolved by arbitration: (1) any action by Landlord that seeks repossession of the Land and/or past due and unpaid Monthly Rent or additional rent as part of Landlord's remedy, (2) any action by Landlord seeking an injunction or temporary restraining order, and (3) any action by Landlord seeking any prejudgment remedy. Further, the parties may cancel or terminate this Lease in accordance with its terms and conditions without being required to follow the procedures set forth in this Section.

7.11 Brokers. Landlord and Tenant respectively represent and warrant to each other that neither of them has consulted or negotiated with any broker or finder with regard to the Land except the Broker named in Article 1, if any. Tenant will pay commissions due the Broker.

7.12 Authority. Landlord and Tenant each respectively represent to the other that the party executing this Lease on its behalf is authorized to do so by requisite action of the party to this Lease.

7.13 Governing Law. This Lease will be governed by and construed pursuant to the laws of the state in which the Land is located.

7.14 Entire Agreement; Amendment. This Lease contains the entire agreement between Landlord and Tenant. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Landlord and Tenant.

7.15 Ownership of Land; Zoning.

(a) Landlord represents and warrants to Tenant that it owns the Land free and clear of all liens and encumbrances other than those previously disclosed to Tenant in writing.

(b) Landlord warrants and represents to Tenant that the current zoning of the Land allows Tenant to use the Land for Tenant's intended purposes.

(c) This Lease and Tenant's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien or encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications,

consolidations and replacements of such Superior Lien, now or after the date of this Lease affecting or placed, charged or enforced against the Land or any interest of Landlord in the Land or Landlord's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). Notwithstanding the foregoing, such subordination shall not be effective unless the holder of such Superior Lien shall deliver to Tenant a written agreement reasonably satisfactory to Tenant that Tenant's rights under this Lease shall not be disturbed by such holder so long as Tenant has paid all amounts then owing (subject to applicable notice and cure periods) and is otherwise not in default under this Lease. Tenant will execute, acknowledge and deliver to Landlord within 20 days after written demand by Landlord such documents as may be reasonably requested by Landlord or the holder of any Superior Lien to confirm or effect any such subordination, priority, or nondisturbance, provided that any such subordination agreement contains a nondisturbance agreement as set forth above.

7.16 Memorandum of Lease. Upon execution of this Lease, the parties shall execute a Memorandum of Lease, in the form attached hereto as Exhibit B, which Tenant shall then have the right to record in the real property records of the county in which the Land is located.

7.17 Signs. Tenant shall be entitled to install, at its sole cost and expense and in compliance with all applicable laws, signs on the Land containing Tenant's name, logo, and other pertinent business information.

7.18 Condemnation. In the event of a condemnation or other taking by any governmental agency of all or any portion of the Land, Tenant shall have the right to terminate this Lease upon notice to Landlord. Any such condemnation award shall be paid to Landlord, except that Tenant will have the right to assert a claim for moving expenses, business interruption, leasehold improvements paid for by Tenant, and the value of Tenant's unexpired Lease Term.

7.19 Casualty. If any casualty damage to the Improvements on the Land (a) is such that 50% or more of the Improvements are damaged or rendered substantially unusable by Tenant by reason of law or otherwise, for the use then being made of the Land; (b) is caused by casualty not required to be insured against hereunder; or (c) occurs at a time when there are fewer than 12 months remaining in the Term (including any Renewal Terms for which Tenant has then elected to extend the Term hereunder), Tenant may elect to terminate this Lease. Tenant shall notify Landlord of its election to terminate within 30 days after the occurrence of the fire or other casualty, and this Lease shall terminate upon the giving of such notice; in that event, any rent or other monies paid in advance by Tenant under the terms of this Lease for the period from and after the casualty (or, if later, from and after the date Tenant ceases to conduct its business on the Land as a result of such casualty) shall be refunded by Landlord. In the event of such termination, Tenant shall be entitled to the insurance proceeds related to such casualty and Tenant shall be entitled to any insurance proceeds applicable to the Improvements, Tenant's trade fixtures, equipment and personal property, and any proceeds of Tenant's business interruption insurance.

ARTICLE 8 -- EARLY TERMINATION

Tenant will have the right to cancel this Lease at any time for any reason or no reason whatsoever upon 90 days' prior written notice to Landlord ("Tenant's Notice"). Upon Tenant's compliance with the terms of this Article, Section 5.1 of this Lease, and Tenant's payment of all amounts owed to Landlord under this Lease to the date of termination, this Lease will terminate as of the date set forth in Tenant's Notice, and neither Landlord nor Tenant will have any further rights or obligations under this Lease, except with respect to those matters in this Lease which expressly survive the termination of this Lease.

ARTICLE 9 -- OPTION TO RENEW

Tenant will have the option to renew the Term of this Lease for two (2) periods of five (5) years each (each a "Renewal Term"), subject to the further provisions of this section. Tenant must exercise the option with respect to each Renewal Term, if at all, by giving notice of exercise ("Tenant's Notice") to Landlord on or before the date that is 90 days prior to the then applicable expiration date. Each Renewal Term will be on the same terms and conditions as this Lease with the exception of Monthly Rent, which shall increase by 20% each Renewal Term.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first written above.

LANDLORD:

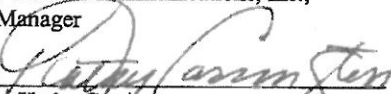
TENANT:

CITY OF BREEZY POINT

CHARTER COMMUNICATIONS V, LLC

By: Charter Communications, Inc.,
Its Manager

By: 

By: 

Name: JOE RUBEN

Kathy Carrington,
Vice President Corporate Services

Title: ADMINISTRATOR/CLERK

EXHIBIT B**MEMORANDUM OF LEASE**

City of Breezy Point ("Landlord"), leases to Charter Communications V, LLC ("Tenant"), pursuant to a written lease agreement between the parties dated August 8, 2012 (the "Lease"), the real property located in Breezy Point, WI, as more particularly described on Exhibit A attached hereto. The term of the Lease is five (5) years, commencing August 8, 2012 and expiring August 31, 2017. Tenant has the right to extend the term of the Lease for two (2) terms of five (5) years each.

The provisions set forth in the Lease are incorporated into this Memorandum of Lease, by this reference. This Memorandum of Lease is executed solely for the purposes of giving record notice of the agreement between the parties and shall not be deemed to modify or affect the Lease between the parties hereto.

Dated this 7 day of AUGUST, 2012

LANDLORD:

TENANT:

CITY OF BREEZY POINT

CHARTER COMMUNICATIONS V, LLC

By: Charter Communications, Inc.,
Its Manager

By: [Signature]

By: [Signature]

Name: JOE RUOBERG

Kathy Carrington,
Vice President Corporate Services

Title: ADMINISTRATOR/CLERK

STATE OF Minnesota)
COUNTY OF Crow Wing) ss.

The foregoing instrument was acknowledged before me this 7th day of August, 2012, by Joe Rutberg as Administrator/Clerk of City of Brainerd

WITNESS my hand and official seal.

Kathy A. Millard
Notary Public

My commission expires: Jan. 31, 2015



STATE OF COLORADO)
COUNTY OF ARAPAHOE) ss.

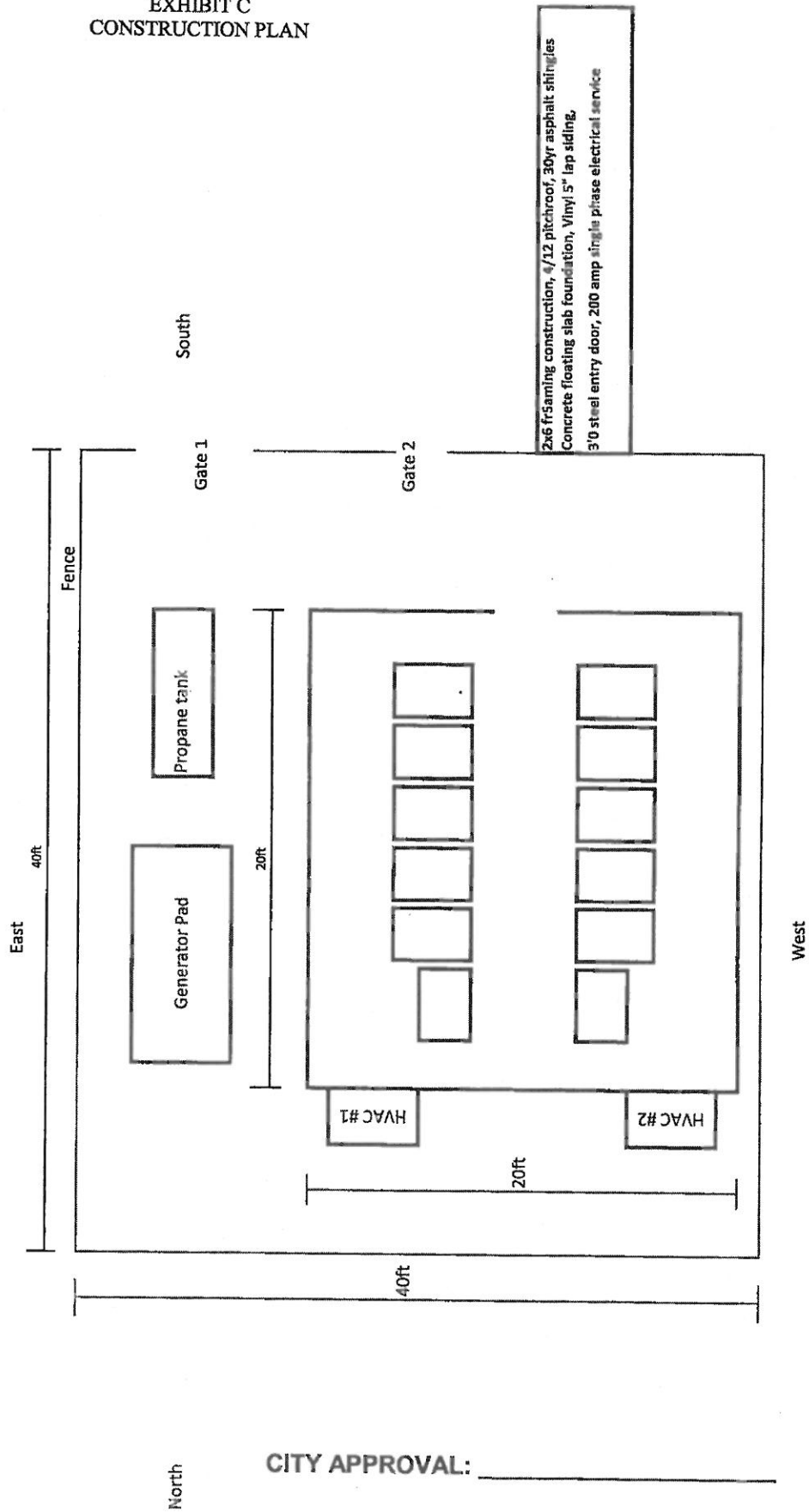
The foregoing instrument was acknowledged before me this 27 day of July, 2002, by Kathy Carrington as Vice President-Corporate Services of Charter Communications, Inc., a Delaware corporation as Manager of VP of Corp. Services

WITNESS my hand and official seal.

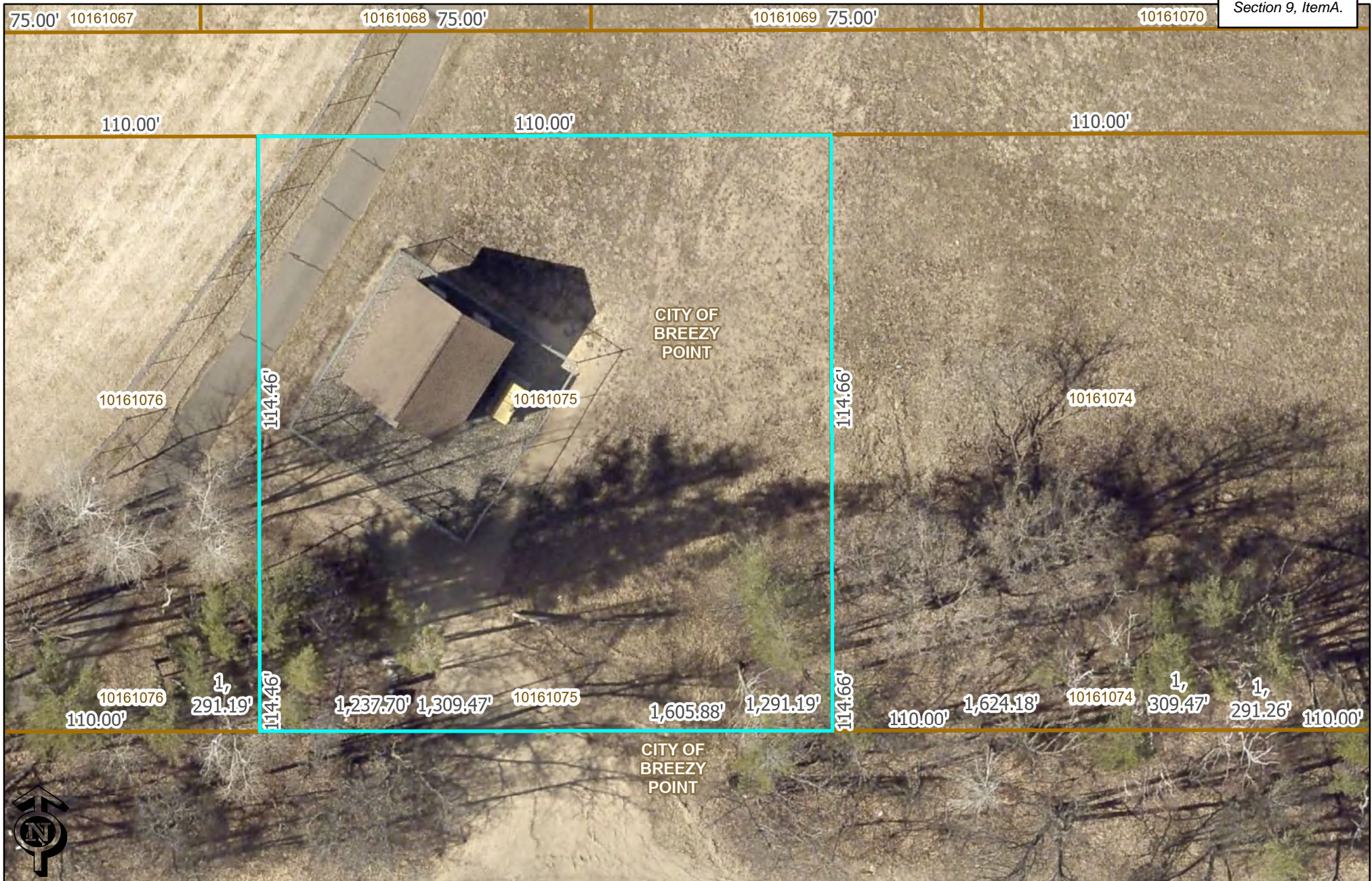
Jennifer Brooks
Notary Public



EXHIBIT C
CONSTRUCTION PLAN



CITY APPROVAL: _____



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: 4/26/2023 Time: 10:05:49 AM



TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: City Council Workshop

DATE: April 26, 2023



Widseth in finalizing their report on the City Hall Facility Assessment. Staff requests that the City Council schedule a workshop for the purpose of receiving a presentation on the facility assessment from Widseth and holding initial discussions on how to proceed.

City Administrator Chanski surveyed the City Council, and the dates that seem to work the best for a workshop on Monday, May 15, Tuesday, May 16, Monday May 22, or Tuesday, May 23. Staff does believe that it would be more conducive to hold this workshop prior to the City Council's retreat on May 20.

Council Action

Schedule a workshop for discussion on the City Hall Facility Assessment final report.

TO: Mayor and City Council
FROM: David Chanski, City Administrator/Clerk
RE: Classification of Tax Forfeited Properties
DATE: April 26, 2023



The City has received notice from Crow Wing County that there are a number of properties within Breezy Point city limits that have become tax forfeit and will be listed for sale on an upcoming tax forfeit land auction. However, prior to listing such properties for sale, the City has the opportunity to place properties into “conservation” should the City not want such properties to be developed in the future.

Having reviewed the attached list of tax forfeited properties, staff does not recommend classifying any of the listed properties as conservation.

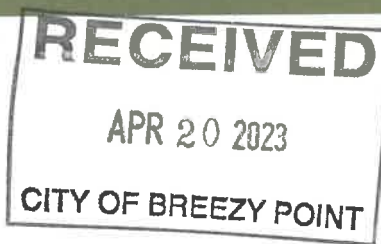
Council Action

Staff recommends that the City Council classify all the attached tax forfeited properties as non-conservation.



Land Services Department
218-824-1010

322 Laurel Street
Brainerd Minnesota 56401



April 12, 2023

Joe Rudberg
City of Breezy Point
8319 County Rd 11
Breezy Point, MN 56472

Re: Classification to "Non-Conservation" and Future Sale of Tax Forfeited Lands

Dear Mr. Rudberg:

In the near future, the Crow Wing County Board of Commissioners will classify the tax forfeited parcels, attached, as "Non-Conservation" which is required prior to sale pursuant to MS 282.01

Before, however, Crow Wing County can proceed with its plans to offer these parcels for sale, the city or township wherein these parcels lie **"must first approve the classification and intended sale"** by the County Board. The city or township **"is considered to have approved the classification and sale if the county board is not notified of the disapproval...within 60 days of the date"** of this letter.

If you respond within 60 days and do not support the County Board's action, **"the County Board must follow the procedures in paragraphs (c) and (d) per MS Statute 282.01, with regard to the parcel, and must additionally cause to be published in a newspaper a notice of the date, time, location, and purpose of the required meeting."**

Please review the list of tax forfeited parcels, attached, and inform this office of your approval or disapproval of the County Board's future action to classify said parcels to a "non-conservation" status with intentions to sell at a future public auction.

Please include the zoning information for each tax forfeited parcel along with any special assessments that are or will be attached to each parcel.

Maps have been enclosed to aid in your review.

If you have any questions concerning this process, please advise.

Sincerely,

Steven Timblin & Janele Waterman
Environmental Services Coordinators

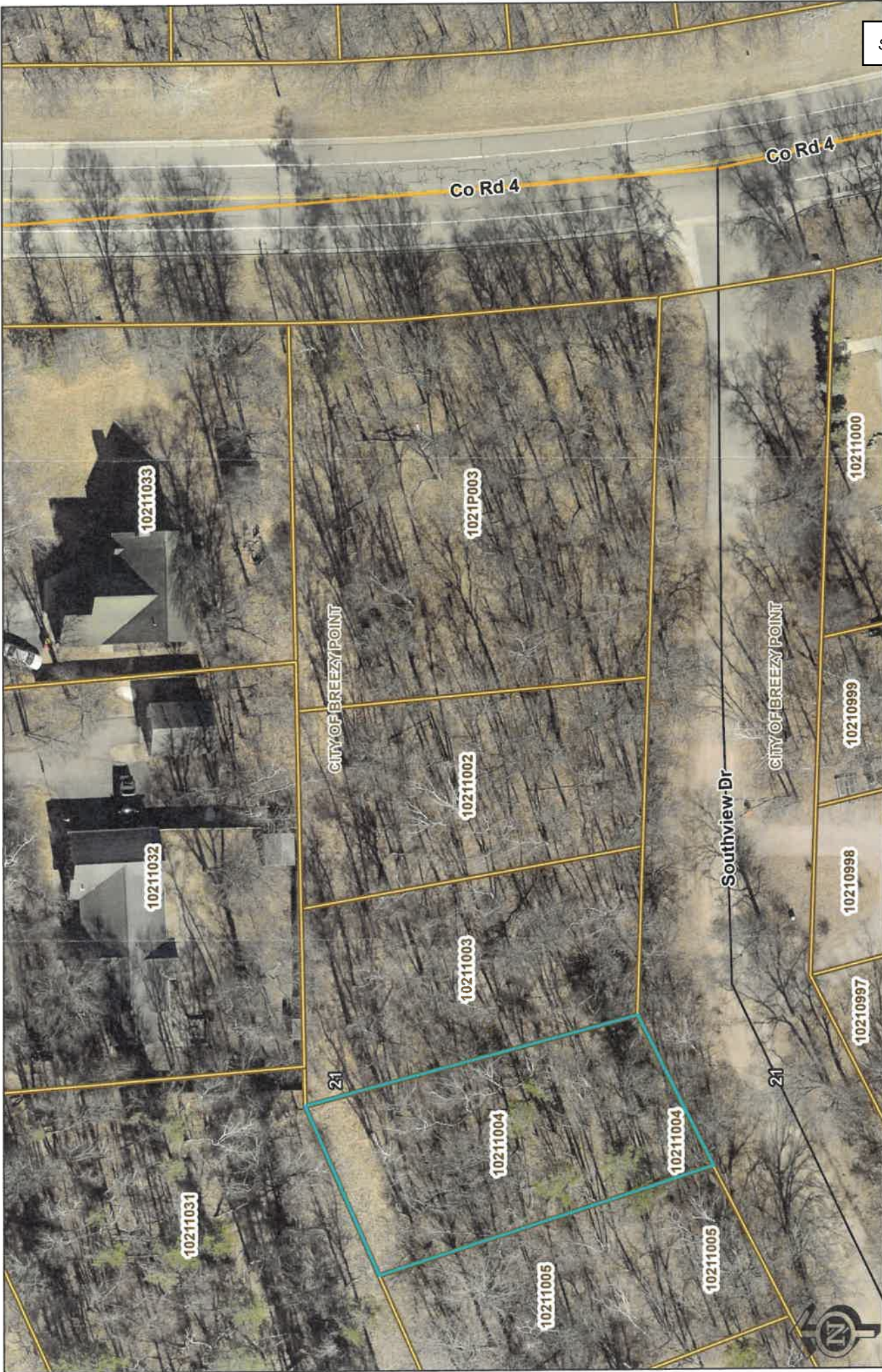
Enclosures

Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

CITY OF BREEZY POINT								
Tract	Description	Approx. Lot Size (acres)	RE Code(s)	Remarks	Specials	Judgement Year	Forfeited	Zoning
	LOT 102 , 10TH ADDITION TO BREEZY POINT ESTATES	0.13	10161137			2017	12/7/2022	
	LOT 102A , 10TH ADDITION TO BREEZY POINT ESTATES	0.02	10161138			2017	12/7/2022	
	LOT 100 , 10TH ADDITION TO BREEZY POINT ESTATES	0.15	10161141			2017	12/7/2022	
	LOT 208 , 26TH ADDITION TO BREEZY POINT ESTATES	0.22	10170793			2017	12/7/2022	
	LOT 207 , 26TH ADDITION TO BREEZY POINT ESTATES	0.22	10170794			2017	12/7/2022	
	LOT 72 , 25TH ADDITION TO BREEZY POINT ESTATES	0.18	10171264			2017	12/7/2022	
	LOT 71 , 25TH ADDITION TO BREEZY POINT ESTATES	0.18	10171265			2017	12/7/2022	
	LOT 70 , 25TH ADDITION TO BREEZY POINT ESTATES	0.18	10171266			2017	12/7/2022	
	LOT 32 BLOCK 1 , WHITEBIRCH SIX	1.00	10190567			2017	12/7/2022	
	LOT 37 , FIFTH ADDITION TO BREEZY POINT ESTATES	0.21	10211004			2017	12/7/2022	



10211004

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 accuracy, completeness, or fitness for any particular purpose.

Date: 4/12/2023 Time: 2:37:28 PM



10161137, 10161138, 10161141

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 accuracy, completeness, or fitness for any particular purpose.

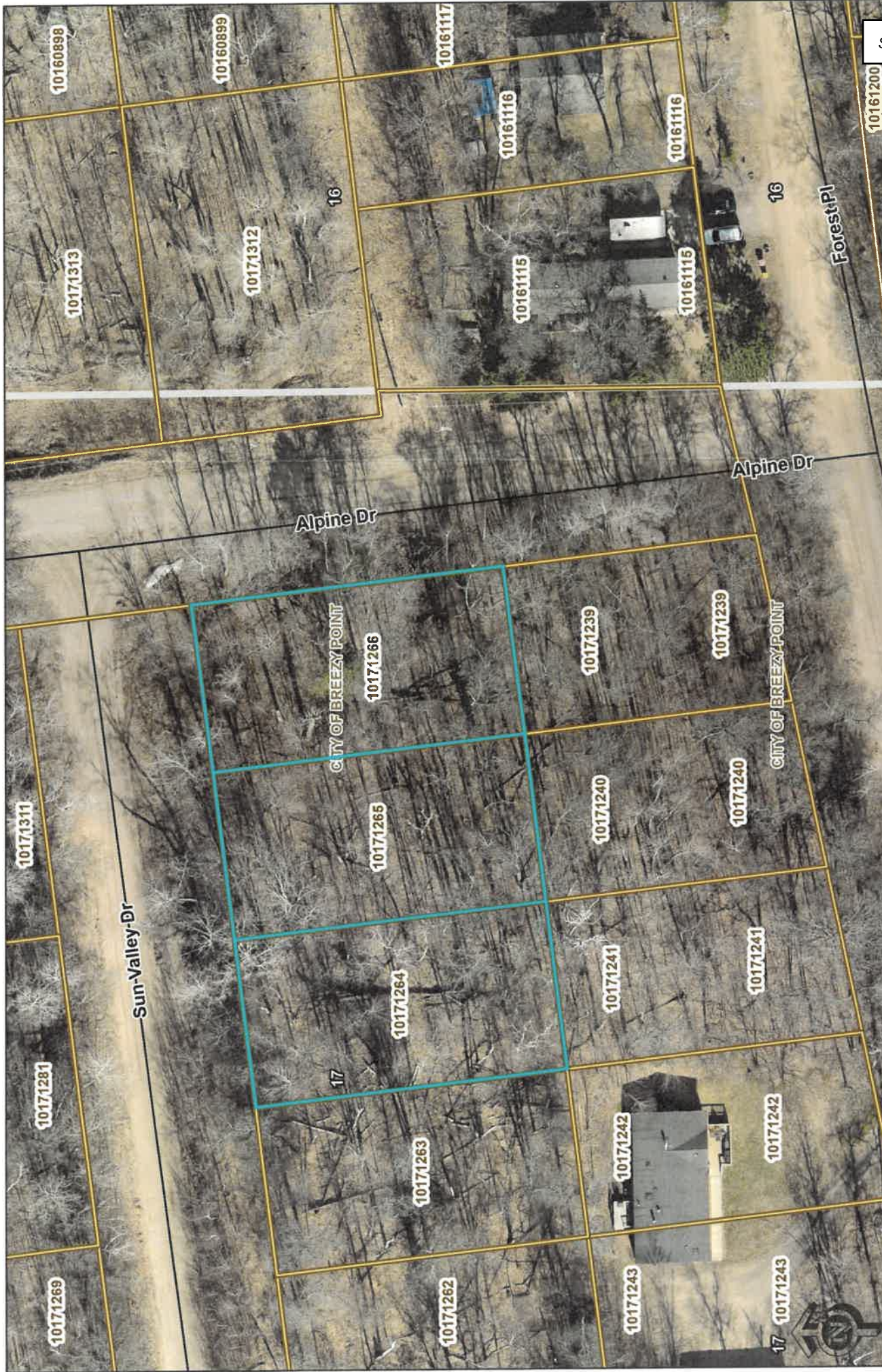
Date: 4/12/2023 Time: 2:21:35 PM



10170793, 10170794

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 accuracy, completeness, or fitness for any particular purpose.

Date: 4/12/2023 Time: 2:27:07 PM



Section 9, Item C.



10171264, 10171265, 10171266

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 accuracy, completeness, or fitness for any particular purpose.

Date: 4/12/2023 Time: 2:32:27 PM



Section 9, Item C.



10190567

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 accuracy, completeness, or fitness for any particular purpose.

Date: 4/12/2023 Time: 2:34:26 PM

TO: Mayor and City Council

FROM: David Chanski, City Administrator/Clerk

RE: Continuation of Board of Appeal & Equalization

DATE: April 26, 2023



In 2022, the City Council discussed whether to continue with hold an annual meeting on the Board of Appeal & Equalization to consider challenges to property valuations or to move to an “open book” format. At that time, the City Council had consensus to move an open book format. However, the Council did not formally take action to do so. After the meeting of the Board of Appeal & Equalization on April 19, staff received feedback from the current City Council that they would also like to discuss moving to open book.

If the City Council wants to move to an open book process, there are two different ways for cities to move to the open book process:

Option A:

The City would have to follow the following three requirements:

1. City Council must pass a resolution prior to December 1 of the year preceding when they wish to move to open book.
2. Resolution must follow a public hearing to allow residents to comment on moving to an open book
3. City must state number of years that is wishes to hold an open book, but must be a minimum of three years. After the initial three years the City council would have to renew three-year commitment to open book. If the City Council wishes to return to meeting with property owners they would not renew the open book process.

Option B:

If the City Council does not have a quorum or does not have a trained City Council member present at a future meeting of the Board of Appeal & Equalization, the County would hold an open book during that scheduled time. Additionally, by statute the City Council would have to hold an open book the next year.

Council Action

Staff seeks direction as how the City Council would like to proceed with future meetings of the Board of Appeal & Equalization.