



CITY COUNCIL REGULAR MEETING

Monday, March 6, 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.](#) February 6, 2023 Regular City Council Meeting Minutes

[B.](#) Approval of Claims Totaling \$106,648.82 and Physical Checks 138288-138276

[C.](#) Pelican Township Police Services Agreement

[D.](#) Portable Radio Acquisition

[E.](#) Lutheran Social Services Water Assistance Program

7. PERSONAL & FINANCE COMMITTEE REPORT

[A.](#) Council Chambers Microphones

[B.](#) 1 Ton Truck and Sander Acquisition

[C.](#) Sewer Billing Cycle Change

[D.](#) Resignation of Police Officer/Paramedic Nate Peters

8. NEW BUSINESS

[A.](#) Short Term Rental Best Practices

9. OLD BUSINESS

[A.](#) City Council Retreat

10. STAFF REPORTS

11. MAYOR AND CITY COUNCIL REPORTS

[A.](#) February 9, 2023 Parks & Recreation Committee Meeting

[B.](#) February 13, 2023 Joint Powers Board Meeting

[C.](#) February 14, 2023 Planning Commission Meeting

12. ADJOURN

**Breezy Point City Council
February 6, 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 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. Also present was City Engineer Joe Dubel, Widseth. Councilmember Rebecca Ball was absent. All present stood for the pledge of allegiance.

Consent Agenda

- A. January 3, 2023 Regular City Council Meeting Minutes
- B. January 24, 2023 Special City Council Meeting Minutes
- C. Approval of MBS Non-Corporate Resolution Form
- D. Approval of Separation Agreement with Kari Jacobson
- E. Approval of Finance Specialist Job Description and Authorization to Post
- F. Approval of Animal Control Contract
- G. Approval of Emergency Operations Plan
- H. Resolution 04-2023 Approving County Project within Municipal Corporate Limits

MOTION MORONI/JENSEN TO APPROVE THE CONSENT AGENDA, MOTION CARRIED 3-1, SCOTT OPPOSED

Open Forum – No one spoke

Mayor & Council and Committee Report

Administrator Chanski gave the review of January Joint Powers Fire Board meeting with Pequot Lakes. Lack of voting quorum with no action taken. Discussed budget amendment of capital purchases and a third party for fiscal agent.

Public Hearing Ordinance 2023-01 Short Term Rental Moratorium

Administrator Chanski gave an overview of what a moratorium would do for short term rentals in the city.

The Public hearing was opened by Mayor Zierden

Members of the public who spoke on the proposed ordinance were:

Mike Fish local short term rental property manager
Angel Zeahl 8790 Breezy Point Drive
Judd Turbes 30898 Gopher Lane
Jackie Dissing 30912 N Lakeview Drive
Darren Schmidt 8314 & 8302 Eagle Lane

Colleen Kautz 30760 N Lakeview Drive

Mayor Zierden closed the Public Hearing

Written comments were received from Mara Lundquist, Michael Bogda, and Ryan & Amanda DeYounge.

No action was taken. Proposed Ordinance 2023-01 was not adopted.

Public Hearing Ordinance 2023-02 Short Term Rental Water Testing

Administrator Chanski reviewed the suggested changes for the water testing requirements of short term rentals.

The Public hearing was opened by Mayor Zierden.

No members of the public spoke on Proposed Ordinance 2023-02.

Mayor Zierden closed the Public Hearing.

MOTION MORONI/JENSEN TO APPROVE ORDINANCE 2023-02 AS WRITTEN FOR SHORT TERM RENTAL WATER TESTING, MOTION CARRIED 4-0

Economic Development

Administrator Chanski explained the city's current status of the Economic Development Authority. Eric Charpentier with the Crow Wing County Housing & Redevelopment Authority and Tyler Glynn from Brainerd Lakes Area Economic Development Corp spoke about what their organizations do.

Update Zoning Codes

Jennifer Haskamp from Swanson Haskamp Consulting went over the process of rewriting the city zoning codes. Estimated cost of \$80,000 - \$100,000 for full re-write and future land use plan.

Dump Truck Purchase

MOTION MORONI/JENSEN APPROVE PURCHASE OF DUMP TRUCK FOR \$168,434 AS QUOTED, MOTION CARRIED 3-1, SCOTT OPPOSED

Accounting Service

MOTION MORONI/JENSEN APPROVE AUTHORIZATION OF ACCOUNTING SERVICES DURING ABSENCE OF FINANCIAL SPECIALIST, MOTION CARRIED 3-1, SCOTT OPPOSED

Parks and Recreation Committee

MOTION MORONI/JENSEN APPROVE RESOLUTION 05-2023 TO EXPAND PARK AND RECREATION COMMITTEE MEMBERS FROM FIVE TO SEVEN AND ACCEPT NOMINATIONS AS LISTED IN THE PACKET INCLUDING DEANNE TROTTIER, MOTION CARRIED 4-0

Administrators Report - Disc Golf Course Expansion

City Administrator Chanski and Public Works Supervisor Zierden provided the Council with an update on the disc golf course expansion project.

Mayor Zierden provided members of the public with the opportunity to comment on the project. Members of the public who spoke were:

Bill Toft 31877 Green Scene Drive
 Valerie Wallin 31894 Blue Ridge Drive
 John Davis 7621 Winter Trail
 Tim Olsen 31908 Blue Ridge Drive
 Shane Humphrey with the Breezy Point Disc Golf Club
 Wade Vankampen President of the Bemidji Disc Golf and Tournament Director
 Tom Johnson Edgewater Circle
 Tom Lillihei

MOTION SCOTT/JENSEN TO INSTRUCT STAFF TO RESEARCH COST TO RESTORE THE GROUNDS OF THE DISC GOLF COURSE TO ITS NATURAL STATE.

Discussion was held on the motion whether it included both the original 18-hole course and the expansion 18-hole course or just the expansion course. Councilmember Scott clarified that his motion included both the original course and the expansion course, Councilmember Jensen removed his second from the motion. Motion died for lack of second.

MOTION SCOTT/JENSEN TO INSTRUCT STAFF TO RESEACH COST TO RESTORE THE GROUNDS OF THE DISC GOLF COURSE EXPANSION TO THE NATURAL STATE, MOTION CARRIED 4-0

Adjourn

MOTION MORONI/JENSEN FOR MEETING TO ADJOURN AT 11:09 PM, MOTION CARRIED 4-0

David Chanski, Administrator/Clerk

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 021023PAY

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|----------------------|------------|-------------------------------------|------------|-------------|---------------------------------|
| 10100 Primary | | | | | |
| 138228 | 02/13/23 | AAA RENTAL INC | | | |
| E 100-43000-240 | | Small Tools/Minor Equipm | \$829.99 | 98572 | Chainsaw Equipment |
| | | Total | \$829.99 | | |
| 138229 | 02/13/23 | AMERICAN STEEL SUPPLY INC | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$19.26 | 113634 | 1ROST1144 |
| | | Total | \$19.26 | | |
| 138230 | 02/13/23 | AT&T MOBILITY | | | |
| E 100-42100-321 | | Telephone | \$645.59 | 28728764505 | First Net Service |
| | | Total | \$645.59 | | |
| 138231 | 02/13/23 | APH Stores Inc. | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$14.99 | 66221228 | Vehicle Maintenance |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$29.98 | 66221555 | Vehicle Maintenance |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$91.31 | 66221701 | Vehicle Maintenance |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$104.11 | 66221819 | Vehicle Maintenance |
| | | Total | \$240.39 | | |
| 138232 | 02/13/23 | AXON ENTERPRISE, INC. | | | |
| E 100-42100-590 | | Capital Outlay | \$7,284.64 | INUS130515 | Police Body Cameras |
| | | Total | \$7,284.64 | | |
| 138233 | 02/13/23 | Best Oil Company | | | |
| E 100-43000-212 | | Motor Fuels | \$1,306.50 | 26271 | Diesel Dyed |
| E 100-43000-212 | | Motor Fuels | \$1,260.25 | 26685 | Diesel Dyed |
| E 100-43000-212 | | Motor Fuels | \$1,014.40 | 26903 | Diesel Dyed |
| E 100-43000-212 | | Motor Fuels | \$1,161.89 | 43047 | Diesel Dyed |
| E 100-43000-212 | | Motor Fuels | \$1,364.13 | 43290 | Diesel Dyed |
| | | Total | \$6,107.17 | | |
| 138234 | 02/13/23 | Forest Fuels Inc. | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$609.59 | 26314 | Vehicle Couplers PW |
| | | Total | \$609.59 | | |
| 138235 | 02/13/23 | BREEZY POINT HARDWARE | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$9.99 | | Previous Balance Unkown Invoice |
| E 100-42100-401 | | Maint Buildings | \$7.98 | 27917 | Misc. Tools and Equipment |
| E 100-42100-401 | | Maint Buildings | \$13.13 | 27918 | Misc. Tools and Equipment |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$9.99 | 27957 | Misc. Tools and Equipment |
| | | Total | \$41.09 | | |
| 138236 | 02/13/23 | CHARTER COMMUNICATIONS | | | |
| E 100-42100-381 | | Combined Utilities | \$30.89 | 00122000202 | Remaining Balance TV |
| | | Total | \$30.89 | | |
| 138237 | 02/13/23 | COMPENSATION CONSULTANTS LTD | | | |
| E 100-41900-313 | | Benefits Administration | \$55.00 | | Monthly FSA/HAS Admin |
| | | Total | \$55.00 | | |

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 021023PAY

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|-------------------------------------|------------|-----------|---------------------------------|
| 138238 | 02/13/23 | Crow Wing Power | | | |
| E 100-43000-381 | | Combined Utilities | \$12.89 | | Electric December 2022 |
| E 100-43000-381 | | Combined Utilities | \$25.77 | | Electric December 2022 |
| E 100-43000-381 | | Combined Utilities | \$10.00 | | Electric December 2022 |
| E 100-43000-381 | | Combined Utilities | \$228.60 | 301191w | Electric December 2022 |
| E 100-41900-381 | | Combined Utilities | \$228.60 | 301191w | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$717.84 | 303748z | Electric December 2022 |
| E 100-42100-381 | | Combined Utilities | \$501.01 | 306979z | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$73.75 | 307032y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$47.31 | 309752y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$25.77 | 309754y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$31.74 | 309806y | Electric December 2022 |
| E 270-49010-381 | | Combined Utilities | \$36.51 | 309807y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$45.09 | 309809y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$33.49 | 309915y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$143.98 | 309935y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$251.07 | 309936y | Electric December 2022 |
| E 270-49010-381 | | Combined Utilities | \$26.01 | 310751d | Electric December 2022 |
| E 100-43000-381 | | Combined Utilities | \$46.00 | 315352d | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$50.23 | 317968y | Electric December 2022 |
| E 600-43250-381 | | Combined Utilities | \$65.44 | 317969y | Electric December 2022 |
| | | Total | \$2,601.10 | | |
| 138239 | 02/13/23 | CTC | | | |
| E 100-41300-321 | | Telephone | \$1,437.93 | 21148073 | Admin Phone Bill January 2023 |
| E 100-42100-321 | | Telephone | \$861.89 | 21148073 | PD Phone Bill January 2023 |
| E 100-42100-321 | | Telephone | \$53.66 | 21148073 | PW Phone Bill January 2023 |
| | | Total | \$2,353.48 | | |
| 138240 | 02/13/23 | CULLIGAN | | | |
| E 100-42100-381 | | Combined Utilities | \$42.70 | 574374 | Office Water |
| | | Total | \$42.70 | | |
| 138241 | 02/13/23 | David Chanski | | | |
| E 100-41300-208 | | Training and Education | \$10.19 | | Expense Reimbursement - Various |
| E 100-41300-331 | | Travel Expenses / Mileage | \$231.25 | | Expense Reimbursement - Various |
| E 100-41300-433 | | Dues and Subscriptions | \$20.00 | | Expense Reimbursement - Various |
| E 100-41910-208 | | Training and Education | \$41.95 | | Expense Reimbursement - Various |
| | | Total | \$303.39 | | |
| 138242 | 02/13/23 | FLEETPRIDE | | | |
| E 100-43000-212 | | Motor Fuels | \$174.90 | 105364632 | diesel maintenance |
| | | Total | \$174.90 | | |
| 138243 | 02/13/23 | FORUM COMMUNICATIONS COMPANY | | | |
| E 100-41100-351 | | Legal Notices Publishing | \$177.12 | 161038-1 | MN Legals 1/18/2023 |
| E 100-41100-351 | | Legal Notices Publishing | \$18.92 | 165222-1 | MN Legals Meetings/Minutes |
| E 100-41910-351 | | Legal Notices Publishing | \$16.74 | 172436-1 | MN Legals Meetings/Minutes |
| E 100-41910-351 | | Legal Notices Publishing | \$16.74 | 172446-1 | MN Legals Meetings/Minutes |
| E 100-41900-300 | | Professional Srvs (GENE | \$850.00 | 193376-1 | Employment Showcase |

CITY OF BREEZY POINT

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Batch: 021023PAY

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|---------------------------------------|------------|-----------|--|
| Total | | | \$1,079.52 | | |
| 138244 | 02/13/23 | Galls LLC | | | |
| E 100-42100-417 | | Uniforms | \$59.72 | 023121253 | Police Equipment Shirt |
| E 100-42100-417 | | Uniforms | \$330.00 | 023214260 | Police Equipment Parka |
| Total | | | \$389.72 | | |
| 138245 | 02/13/23 | GARCIA, JOSEF E | | | |
| E 100-42100-208 | | Training and Education | \$174.22 | | Mileage |
| E 100-42100-208 | | Training and Education | \$27.84 | | Meals |
| E 100-42100-208 | | Training and Education | \$32.00 | 512188 | Paramedic License |
| E 100-42100-208 | | Training and Education | \$107.92 | 84160 | Hotel Training |
| Total | | | \$341.98 | | |
| 138246 | 02/13/23 | H&L MESABI INC | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$318.60 | 42489 | PW Maintenance |
| Total | | | \$318.60 | | |
| 138247 | 02/13/23 | IVERSON REUVERS, LLC | | | |
| E 100-41910-300 | | Professional Srvs (GENE | \$2,690.00 | 800.2115 | Land Use Training |
| Total | | | \$2,690.00 | | |
| 138248 | 02/13/23 | JACOBSON, KARI | | | |
| E 100-41300-331 | | Travel Expenses / Mileage | \$16.39 | | Kari Drive Reimburse |
| Total | | | \$16.39 | | |
| 138249 | 02/13/23 | KIESLERS POLICE SUPPLY INC. | | | |
| E 100-42100-417 | | Uniforms | \$1,407.34 | IN206334 | Police Equipment - Rustad |
| Total | | | \$1,407.34 | | |
| 138250 | 02/13/23 | KLINE FUNERAL HOME | | | |
| E 270-49010-534 | | Site Improvements | \$475.00 | | granite bench legs |
| Total | | | \$475.00 | | |
| 138251 | 02/13/23 | LAW ENFORCEMENT LABOR SERVICES | | | |
| G 100-21710 | | Other Deductions | \$337.50 | | Union Dues February 2023 + Jan. Rustad |
| Total | | | \$337.50 | | |
| 138252 | 02/13/23 | LITTLE FALLS MACHINE INC. | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$1,569.05 | 366718 | PW Plow equipment |
| Total | | | \$1,569.05 | | |
| 138253 | 02/13/23 | MARCO TECHNOLOGIES LLC | | | |
| E 100-42100-400 | | Equipment | \$115.40 | 492723986 | Copier Technology |
| E 100-41900-400 | | Equipment | \$201.16 | 493087266 | Copier Technology |
| E 100-43000-200 | | General Operating (Suppli | \$50.29 | 493087266 | Copier Technology |
| Total | | | \$366.85 | | |
| 138254 | 02/13/23 | MENARDS- BAXTER | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$49.70 | 91001 | Heavy-Duty Grease |
| Total | | | \$49.70 | | |

CITY OF BREEZY POINT

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|-----------------|------------|-----------------------------------|-------------|-----------|--------------------------------|
| 138255 | 02/13/23 | MILLS AUTOMOTIVE GROUP | | | |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$149.34 | 560190 | Vehicle Maintenance |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$194.31 | 578106 | Vehicle Maintenance |
| | | Total | \$343.65 | | |
| 138256 | 02/13/23 | MMUA | | | |
| E 100-43000-200 | | General Operating (Suppli | \$348.00 | 61091 | 2023 Water Utility Member Dues |
| | | Total | \$348.00 | | |
| 138257 | 02/13/23 | ON SYSTEMS INC | | | |
| E 100-41910-308 | | Software / IT Support | \$230.00 | 10012 | Wirelss Access Point |
| | | Total | \$230.00 | | |
| 138258 | 02/13/23 | PELICAN SQUARE INC | | | |
| E 100-43000-212 | | Motor Fuels | \$117.62 | 1026481 | Misc. PW Gas |
| E 600-43250-212 | | Motor Fuels | \$117.62 | 1026481 | Misc. PW Gas |
| | | Total | \$235.24 | | |
| 138259 | 02/13/23 | PEQUOT LAKES SANITATION | | | |
| E 100-41900-381 | | Combined Utilities | \$74.83 | 55351 | Feburary Service |
| E 100-41900-324 | | Recycling | \$40.00 | 55351 | Feburary Service |
| E 100-42100-381 | | Combined Utilities | \$49.90 | 55351 | Feburary Service |
| | | Total | \$164.73 | | |
| 138260 | 02/13/23 | PLACID LAKE ADVISORS | | | |
| E 100-41910-200 | | General Operating (Suppli | \$2,587.50 | | Jerry Services January 2023 |
| | | Total | \$2,587.50 | | |
| 138261 | 02/13/23 | PRATT, ROBERT C. | | | |
| E 100-43000-417 | | Uniforms | \$67.26 | | Misc. Uniform |
| | | Total | \$67.26 | | |
| 138262 | 02/13/23 | PREMIER AUTO REPAIR | | | |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$2,192.29 | 37972 | 2015 Ford Police Interceptor |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$160.24 | 38837 | 2017 Ford Explorer Valve |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$96.58 | 38867 | 2017 Ford Explorer Oil |
| | | Total | \$2,449.11 | | |
| 138263 | 02/13/23 | QUADIENT FINANCE USA, INC. | | | |
| E 100-41300-200 | | General Operating (Suppli | \$339.00 | ppln01001 | Postage |
| | | Total | \$339.00 | | |
| 138264 | 02/13/23 | QUALITY FLOW SYSTEMS, INC. | | | |
| E 600-43250-590 | | Capital Outlay | \$48,200.00 | 44264 | Subm. Pump |
| | | Total | \$48,200.00 | | |
| 138265 | 02/13/23 | RUSTAD, KIEL | | | |
| E 100-42100-208 | | Training and Education | \$238.72 | | Mileage Reimbursement |
| | | Total | \$238.72 | | |
| 138266 | 02/13/23 | SADUSKY RENOVATIONS | | | |

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 021023PAY

| Check # | Check Date | Vendor Name | Amount | Invoice | Comment |
|-----------------|------------|-----------------------------------|-------------|-------------|----------------------------|
| E 100-41910-309 | | Building Inspector | \$10,081.32 | | Permit Processing Services |
| | | Total | \$10,081.32 | | |
| 138267 | 02/13/23 | Salvevold Nicholas | | | |
| E 100-42100-208 | | Training and Education | \$440.86 | | Training Reimbursement |
| | | Total | \$440.86 | | |
| 138268 | 02/13/23 | Carol L. Painter | | | |
| E 600-43250-220 | | Repair/Maint Supply (GEN | \$104.43 | | Vehicle Logo |
| | | Total | \$104.43 | | |
| 138269 | 02/13/23 | ST. CLOUD STAMP & SIGN | | | |
| E 100-41300-200 | | General Operating (Suppli | \$45.72 | OE-10980 | Council Nameplates |
| E 100-41300-200 | | General Operating (Suppli | \$5.46 | OE-11081 | Council Nameplates |
| | | Total | \$51.18 | | |
| 138270 | 02/13/23 | STREICHERS INC | | | |
| E 100-42100-417 | | Uniforms | \$73.00 | 11611534 | Police Uniform |
| | | Total | \$73.00 | | |
| 138271 | 02/13/23 | SYMBOL ARTS | | | |
| E 100-42100-417 | | Uniforms | \$220.00 | 0452259 | Police Badge |
| | | Total | \$220.00 | | |
| 138272 | 02/13/23 | US BANK | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$68.70 | 01952 | Vehicle Strobe Light |
| E 100-43000-417 | | Uniforms | \$79.98 | 07367 | Schultz Uniform |
| E 100-42100-220 | | Repair/Maint Supply (GEN | \$26.96 | 17708 | Spray Wax |
| E 100-41900-400 | | Equipment | \$77.54 | 19008 | Keyboard and Mouse Office |
| E 100-42100-200 | | General Operating (Suppli | \$189.25 | 33263 | Axon Equipment |
| E 100-43000-417 | | Uniforms | \$149.99 | 36621 | Jory Boots Godfrey's |
| E 100-42100-208 | | Training and Education | \$250.00 | 57054 | BCA Training & Education |
| E 100-43000-417 | | Uniforms | \$79.95 | 60625 | Schultz Uniform |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$303.89 | 63236 | Bracket Kit & Module |
| E 100-42100-208 | | Training and Education | \$249.00 | 65782 | NTOA Josef Training |
| | | Total | \$1,475.26 | | |
| 138273 | 02/13/23 | VERIZON WIRELESS | | | |
| E 100-43000-321 | | Telephone | \$149.85 | 9924957672 | Phone January 2023 |
| E 600-43250-321 | | Telephone | \$99.90 | 9924957672 | Phone January 2023 |
| | | Total | \$249.75 | | |
| 138274 | 02/13/23 | VOYANT COMMUNICATIONS, LLC | | | |
| E 100-41300-321 | | Telephone | \$135.78 | 00156992302 | Phone Service |
| E 100-43000-321 | | Telephone | \$45.26 | 00156992302 | Phone Service |
| E 100-42100-321 | | Telephone | \$359.66 | 00157002302 | Phone Service |
| | | Total | \$540.70 | | |
| 138275 | 02/13/23 | XCEL ENERGY | | | |
| E 100-42100-381 | | Combined Utilities | \$778.53 | 814150602 | Natural Gas Usage |
| E 100-42100-381 | | Combined Utilities | \$634.16 | 814179005 | Natural Gas Usage |

CITY OF BREEZY POINT

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|-----------------|------------|--------------------------|--------------|-------------|-------------------|
| E 100-43000-381 | | Combined Utilities | \$634.16 | 814179005 | Natural Gas Usage |
| | | Total | \$2,046.85 | | |
| 138276 | 02/13/23 | ZIEGLER INC | | | |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$437.35 | in000837181 | CAT Equipment |
| E 100-43000-220 | | Repair/Maint Supply (GEN | \$5,344.08 | si000279695 | CAT Equipment |
| | | Total | \$5,781.43 | | |
| | | 10100 Primary | \$106,648.82 | | |

Fund Summary**10100 Primary**

| | |
|-----------------------------------|---------------------|
| 100 GENERAL FUND | \$56,103.64 |
| 270 CEMETERY Special Revenue Fund | \$537.52 |
| 600 SEWER OPERATING FUND | \$50,007.66 |
| | <u>\$106,648.82</u> |

TO: Mayor & City Council

FROM: David Chanski, City Administrator/Clerk

RE: Pelican Township Police Services Agreement

DATE: March 2, 2023



Background

The City has provided Pelican Township with 20 hours of police services per week for many years. Annually, the two entities have entered into a contract for this service, which runs from April 1 to March 31. The City has charged Pelican Township \$54,000 per year for the last two years for this service.

While contract with Pelican Township has historically been an annual contract, staff worked with the Pelican Township Board on a two-year contract that would be in place from April 1, 2023 to March 31, 2025. Pelican Township will pay \$58,500 in 2023 and \$62,500 in 2024.

The proposed contract is attached.

Council Action

Staff recommends approved of the attached Law Enforcement Contract and Joint Powers Agreement with Pelican Township for 2023 and 2024.

**LAW ENFORCEMENT CONTRACT
AND JOINT POWERS AGREEMENT**

This Law Enforcement Contract and Joint Powers Agreement (“Agreement”) made between the City of Breezy Point, State of Minnesota (“Breezy Point”) and the Town of Pelican, State of Minnesota (“Pelican”):

WHEREAS, Pelican desires to obtain certain, but not all, law enforcement services (“police services”) from Breezy Point;

WHEREAS, Breezy Point wishes to furnish such police services to Pelican, supplementary to those services provided to Pelican by the County of Crow Wing, State of Minnesota (“County”); and,

WHEREAS, the parties recognize the necessity of a clear system of command and control for the police services to be provided, as well as for the necessity of major police services being provided by County;

NOW, THEREFORE, the parties agree as follows, to wit:

1. EFFECTIVE DATE.

A. This Agreement is made this 1st day of April, 2023, and is effective with respect to the dates described in the Agreement.

2. PURPOSE.

A. The purpose of this Agreement is to state and to describe the terms and conditions upon which Breezy Point will provide police services for and within the boundaries of Pelican, in supplementation to those services provided by County.

B. Breezy Point will provide police services, using duly licensed police officers, only, to and for Pelican, and Pelican hereby engages Breezy Point to provide such services in accordance with and subject to the terms of this Agreement.

3. LEGAL BASIS.

A. This Agreement is made pursuant to Minn. St., Section 471.59, and is not made pursuant to Minn. St., Section 436.06. This Agreement does not create a joint, municipal police department.

4. ADMINISTRATION.

A. The administration of police services within Pelican, with respect to Breezy Point, shall be the sole responsibility of the appropriate officials of Breezy Point. To facilitate performance of this Agreement, however, and in order to provide for a formal means of

consultation and communication between Breezy Point and Pelican on matters relating to police services as described by this Agreement, the Pelican Board chair or his/her designee shall confer with the Breezy Point mayor or his/ her designee when requested by either party to this Agreement and on any matter relating to police services provided to Pelican by Breezy Point. Breezy Point shall participate in such discussions so as to provide for the satisfactory administration of this Agreement, including, but not limited to, achieving the satisfactory performance of police services for Breezy Point.

5. LEVEL OF SERVICE.

A. Breezy Point will provide Pelican with police services as defined herein. Such services shall be supplementary to those provided by county and shall average 20 hours per week. Services shall consist of random patrolling of pelican. Breezy Point shall take calls for police services from the public only during times it is contracted to provide police services within Pelican, or on the basis of a mutual assistance request from County. When Breezy Point responds on a mutual assistance basis and thereby provides police services in Pelican, such mutual assistance response shall not be charged against Pelican's average of 20 hours per week, as described herein, nor shall such mutual assistance response be construed to be "special, additional police service" or "off-duty police service" as defined in this Agreement, and therefore shall not be subject to charge by Breezy Point nor payment by Pelican.

B. Services shall consist of routine patrol and responses to calls during those times Breezy Point provides police services as described herein. Responsibility for investigations, crime scene services and other substantial police services, as well as calls during times when Breezy Point is not providing police services as described herein, shall remain the responsibility of County.

C. Police work shifts, that is, the times when Breezy Point shall provide police services as described herein in Pelican, shall be determined by Breezy Point.

D. When Breezy Point officers are not on active duty in Pelican pursuant to this Agreement, then Pelican acknowledges that it shall be responsible for the provision of police services by County.

E. Except as otherwise specifically limited in this Agreement, provided police services shall not exceed duties and functions pursuant to the laws of the State of Minnesota.

F. Petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring within Pelican, charged by officers of Breezy Point, shall be prosecuted by the County Attorney in and for the County of Crow Wing, State of Minnesota. Fines and costs collected from such prosecutions shall be remitted to Breezy Point and to the County, pursuant to agreements existing between the County and Breezy Point. Pelican shall have no rights to or responsibility for prosecution, fines, costs and collections, except to remit to Breezy Point any monies paid to Pelican.

G. Breezy Point shall not respond to calls, nor investigate nor prosecute

alleged violations of any Pelican zoning ordinance.

6. HEADQUARTERS AND EQUIPMENT.

A. Headquarters of Breezy Point personnel providing police services in Pelican shall be in Breezy Point. Members of the general public having need to communicate with Breezy Point police personnel on matters arising out of or involving person or property in Pelican may communicate directly with Breezy Point Police headquarters or the Crow Wing County Sheriff's Department. Breezy Point will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this Agreement by Breezy Point.

7. PUBLIC INFORMATION.

A. The parties agree to take reasonable steps necessary to inform the public that Breezy Point is providing police services for Pelican as described herein.

8. PERSONNEL POLICIES AND FRINGE BENEFITS.

A. All personnel providing police services to Pelican shall be and remain employees of Breezy Point. The personnel policies and contracts applicable to Breezy Point Police employees shall apply to Breezy Point employees acting under this Agreement and compensation and applicable fringe benefits shall be the responsibility of and subject to determination from time to time by Breezy Point.

9. DESIGNATION OF AUTHORITY.

A. Pursuant to Minn. St., Section 471.59, Subdivision 12, Pelican authorizes all sworn officers of the Breezy Point Police Department to exercise the powers of "peace officers" or "police officers" within the corporate limits of Pelican and with the same authority as within the corporate limits of Breezy Point, provided such officers meet the requirements of Minn. St., Section 471.59, Subdivision 12 (1) and (2).

10. OFF DUTY POLICE SERVICE.

A. Officers of the Breezy Point Police Department may provide off-duty police service or special, additional police service to and for Pelican. Such police services are not contemplated to be those police services described by this Agreement. "Off-duty police service" and "special, additional police service" include, but are not limited to, such services as police services at and for a community event, such as an ice festival or other celebration at which Pelican wishes to have a police presence at their request.

B. Off-duty police service and special, additional police service as may be provided by Breezy Point to and for Pelican, should Breezy Point agree to provide such services, shall be charged by Breezy Point and paid by Pelican over and above payment for this Agreement and the police services described in this Agreement. Such special charge to Pelican shall be at the rate of \$52.40 per hour.

11. CHARGES BY BREEZY POINT FOR POLICE SERVICES.

A. Those police services described by this Agreement and to be routinely provided by Breezy Point to Pelican, not including “off-duty police service” or “special, additional police service,” shall be, in addition to Breezy Point’s retention of fine monies, costs and related collections as described in this Agreement, in the amount of \$58,500 in 2023 and 62,500 in 2024.

B. In the event this Agreement is terminated in such a manner that Breezy Point’s performance of the Agreement is less than 2 full years, then the total contract payment shall be pro-rated to the date of termination of the Agreement.

C. Annual payment shall be made by Pelican to Breezy Point in two (2) equal installments, prior to July 31 and prior to December 31 of each year of this Agreement.

12. TERM OF AGREEMENT.

A. This Agreement shall be effective as of the 1st day of April, 2023, and shall continue through the 31st day of March, 2025.

B. This Agreement shall be reviewed by both parties on an annual basis and may be amended by written agreement of the parties.

C. Either party may, at its option, forthwith terminate performance by it pursuant to this Agreement if the other party fails materially to perform the terms of this Agreement.

D. In the event either party wishes to terminate this Agreement for reasons other than claimed material breach by the other party, then such termination shall occur as follows:

- (1) The party wishing to terminate shall deliver to the other party written notice of termination not less than ninety (90) days prior to the date of termination.
- (2) Breezy Point shall not have the right to terminate, including pursuant to Paragraph C, above, because of claimed failure of Pelican to make payment due to Breezy Point unless Breezy Point has first given Pelican written notice of such claimed failure and Pelican has not made such payment within thirty (30) days of receiving such notice. If Pelican has not remedied the claimed payment default within the said thirty (30) days, then and in that event, Breezy Point may give written notice of termination as described in Paragraph D (1).

E. Breezy Point shall make no additional charge to or of Pelican for

police testimony, intoxilyzer services and related or similar services in connection with prosecution of alleged offenses, exclusive of ordinance offenses, occurring in Pelican, and such police services shall not be construed to be “off-duty police service” or “special, additional police service.”

13. ASSUMPTION OF LIABILITY.

A. Breezy Point shall indemnify and hold Pelican harmless for:

- (1) Police activities in Breezy Point;
- (2) Pelican contracted for police services in Pelican;
- (3) Injuries and sickness subject to workers’ compensation;
- (4) Salaries and compensation and disputes with respect thereto;
- (5) Vehicular operation of Breezy Point police personnel within Pelican; and
- (6) Breezy Point’s performance of this Agreement.

B. The acts and omissions of the officers and agents of one party for any activity other than police services pursuant to this Agreement are the responsibility of the employer of such officers and agents and are not the responsibility of the other party. Each party shall indemnify and hold the other party harmless with respect to any claims arising out of non-police services of the officers and agents of the other party.

C. Breezy Point, its Chief of Police, officers and employees shall not be deemed to have assumed, nor have they assumed by reason of this Agreement, any liability for intentional or negligent acts of Pelican, its officers, agents or employees, and Pelican shall indemnify, hold harmless and defend Breezy Point, its Chief of Police, officers and employees from and against any claim resulting from enforcement by Pelican of any ordinance of Pelican.

IN WITNESS THEREOF the parties have executed this Agreement as of the day first above written.

CITY OF BREEZY POINT

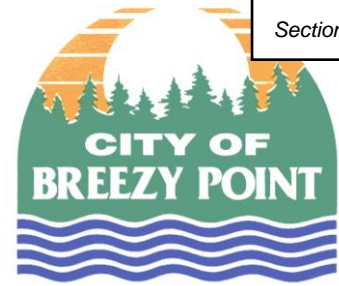
TOWN OF PELICAN

By: _____
Angel Zierden
Its Mayor

By: _____
Dennis Morris
Its Chair

By: _____
David Chanski
Its City Administrator/Clerk

By: _____
Samantha Gonczy
Its Clerk



TO: Mayor and Council

FROM: Police Chief Brian Sandell

DATE: February 23, 2023

MEETING DATE: March 6, 2023

Agenda Item: Portable Radio

Background: With the addition of a 7th officer a new portable radio is needed. A quote was received from Granite Electronics for \$5,709.77.

Requested Action: Approve the budgeted purchase of a portable radio at a cost of \$5,709.77.

TO: David Chanski, City Administrator/Clerk

FROM: Daniel Eick, Assistant City Administrator

RE: LSS of Brainerd Water Assistance Program

DATE: February 21, 2023



Background

It was brought to the attention of the City Administrator that Lutheran Social Services (LSS) of MN in Brainerd offers a Water Assistance Payment Program to the area. The program is designed to help residents avoid default or termination of services if they are struggling to pay their water or sewer bills. The City has partnered with LSS on this program previously and the contract needs to be re-executed for 2023. Further information on the program including services, obligations, and a copy of the required contract can be found below.

Recommendation

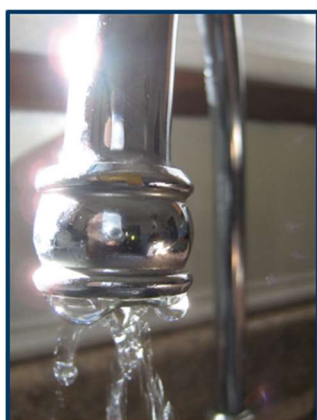
Staff recommends approval of the below contract with authority given to the City Administrator to execute with his signature.



- [Overview](#)
 - [How Benefits are Distributed](#)
 - [What We Ask of Water Suppliers](#)
 - [Contact Us](#)
-

Water Assistance Begins October 1

Overview



television.

- Congress created an emergency water assistance program in response to the COVID-19 pandemic.
- Minnesota received \$14,666,970.
- Water assistance can make payments to public water suppliers on behalf of eligible residential customers.
- Can pay for past due and current water and wastewater usage charges, fees, and deposits to ensure continuity of service.
- Cannot pay for other municipal services like trash or cable

How Benefits are Distributed

- Customers apply for water assistance using the Energy Assistance Program (EAP) [application](#).
- Local [EAP Service Providers](#) are the main point of contact for water suppliers and for customers.

Per federal requirements, water assistance benefits are prioritized for eligible residential customers in this order:

1. Currently disconnected from water or wastewater services.
2. With a pending water or wastewater disconnection.
3. With a past due water or wastewater bill.

What We Ask of Water Suppliers

Contact your local [EAP Service Provider](#) to get started.

- To get paid, you must complete and submit a [Vendor Registration Form](#).
- Sign and follow the Vendor Agreement – details about water supplier and Service Provider responsibilities.

Tell your customers about water assistance.

- Customers apply with their local [EAP Service Provider](#).
- Commerce will provide communication and outreach materials soon.

When customers apply, your local EAP Service Provider may ask you to verify customer water and wastewater account information:

- Account number and name.
- Account balance, including past due amount, current bill amount, deposit, and fees.
- Actual or scheduled disconnection date.
- Total annual bill amount.

Contact Us

Need help connecting with your local [EAP Service Provider](#)? Questions about the [Vendor Registration Form](#)? Contact Commerce at eheat.doc@state.mn.us

Chapter 18

Water Vendors

Water vendor participation is essential to efficient operation of the Low-Income Household Water Assistance Program (LIHWAP). LIHWAP is the water assistance component of the Energy Assistance Program (EAP).

Water vendors' roles include providing water and wastewater cost and billing information, applying payments, working with Service Providers and LIHWAP households in emergency situations, conducting outreach, and referring customers in need to the program. Water vendors establish agreements with LIHWAP Service Providers, develop communication processes, and use the web-based eHEAT system to perform these functions. The rules are guided by the LIHWAP regulations, the *EAP Policy Manual*, and related state regulations.

eHEAT (Electronic Household Energy Automated Technology) is web-based software centralizing program activity for Service Providers and water vendors. eHEAT has information about the household's program eligibility and payments. Water vendors use eHEAT to view or download payment information, verify customer's program participation, and initiate refunds. Water vendors register for eHEAT through the Service Provider or directly with the Department of Commerce.

Intention

Enable Service Providers and water vendors to work together to exchange information, make payments and ensure program resources are effectively reducing households' health and safety risks by preventing no water situations or restoring water service.

Chapter Contents

- [Payment Requirements](#)
- [LIHWAP Benefits](#)
- [Agreement, Internal Controls, Registration & Participation Requirements](#)
- [Water Vendor Monitoring & Reporting Requirements](#)
- [Legal Requirements](#)

Payment Requirements

Service Providers authorize payments for water vendors on behalf of eligible households. Service Providers initiate payments in eHEAT. The payments are processed through Minnesota Management & Budget (MMB) by Electronic Fund Transfer (EFT) to the water vendor bank account or mailed as a warrant (check). Water vendors credit LIHWAP payments to the designated account.

Payment Notification

When payments are issued, both MMB and eHEAT send notifications to the water vendor.

MMB notification includes:


- Warrant or EFT number.
- Payment date.
- What agency and program the payment is made on behalf of.
- The total payment amount.

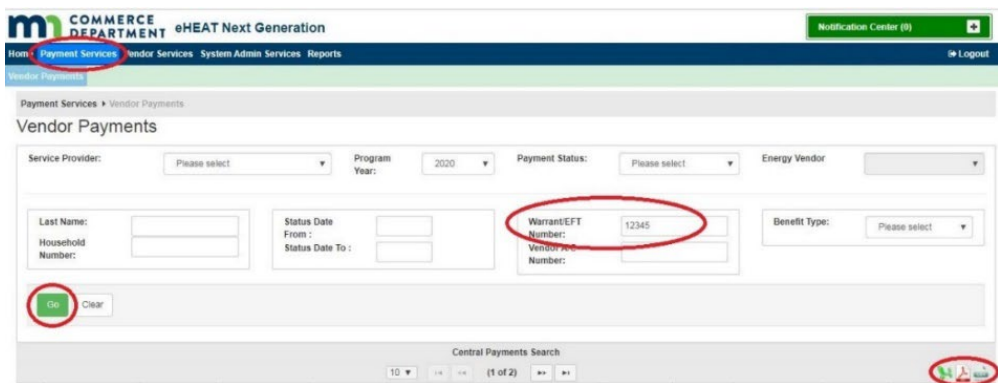
eHEAT notification includes:

- Warrant or EFT number.
- Payment date.

Finding Payment Information

Water vendors use eHEAT to get payment details. To search in eHEAT for payments received, follow the steps below:

1. Go to **‘Payment Services’** menu > **‘Vendor Payments’** tab
2. Enter the **‘Warrant/EFT Number’** in that search field (do not fill in any other search criteria) and click “Go”
3. Results will display below and can be exported by clicking on the CSV icon  in the upper or lower right corner of the results.



Payment Questions

Search eHEAT for payments received following the instructions above. The search will specify the individual payments for each household's account.

If the total of all individual payments does not match the full payment amount you received from the State of Minnesota, please contact the State of Minnesota SWIFT help desk hotline at 651-201-8106 or efthelpline.mmb@state.mn.us. SWIFT handles payments for all State departments and can assist in identifying the full payment amount.

Direct all other questions regarding payments to the Service Provider. If the Service Provider cannot resolve your question, they may refer you to the Department of Commerce.

Assignment of Payments

Water vendors must apply LIHWAP payments only to the household accounts designated for payments by EAP/LIHWAP. By accepting a household's LIHWAP benefit payment, the water vendor is responsible to ensure the household's water is reconnected or any pending water disconnection is averted. Payments may only be used for the costs of home water, wastewater services, and storm water charges as required by federal law. EAP/LIHWAP payments cannot be used to pay for other items such as service contracts, electric, natural gas, garbage, cable, internet, telephone, or other merchandise. Water vendor EAP/LIHWAP payment records must match the Service Provider's payment records. Charges against credits must be verifiable. If non- EAP/LIHWAP credits exist on an account, the EAP/LIHWAP payment must be applied first. If the household account is active, EAP/LIHWAP benefits must remain on the household account, unless the household discontinues as a customer or the Service Provider requests a refund. In each case, refunds must be made to EAP/LIHWAP. (See **Refunds** section below)

Name on Energy Accounts

The name on the household water vendor account should match the name of a household member listed on the EAP/LIHWAP application. If the name on the household water account is not a household member's name, EAP/LIHWAP expects the Service Provider to get assurance the grant is going to intended recipients at the intended address. To get assurance, Service Providers will follow this procedure, and water vendors must assist the Service Provider as needed:

- Contact household and ask why the account is not in a household member's name.
- Ask the household to get a household name on the account. If there are barriers, the Service Provider assists the household to remove these barriers.
- If unable to get the account in a household member's name, the Service Provider verifies the reason the household names do not match and ensures the account is for the household's address (e.g., confirm with vendor or landlord).
- If the Service Provider cannot verify a match of the account address and the household address, the household may not receive EAP/LIHWAP benefits.
- The Service Provider makes notes in eHEAT.

Ownership of Assistance

EAP/LIHWAP funds always belong to the program. The EAP/LIHWAP benefit is provided to the household to purchase water or wastewater services. At the end of the program year, any unspent EAP/LIHWAP benefits must remain on the household account for future water or wastewater costs. Households cannot request cash refunds.

If a household discontinues as a customer, the water vendor should follow refund policies to return any unused EAP/LIHWAP funds to the program. Water vendors should never use unclaimed property procedures for EAP/LIHWAP funds.

Refunds

Water Vendors must refund unused EAP/LIHWAP payments back to the program if at any point the household discontinues as a customer or at the Service Provider's request. The refund must be made within 10 days of the water vendor's termination of the account or the Service Provider request.

Refunding Current Program Year Benefits

Current program year refunds should be entered in eHEAT if a water vendor is an eHEAT user. eHEAT reconciles the refund by deducting the refund amount from subsequent payments. If the water vendor does not receive a subsequent payment from EAP/LIHWAP, the water vendor may be required to send a check to reconcile accounts. Contact Commerce with questions regarding this process at 651-539-1869 or ehat.doc@state.mn.us.

Entering Refunds in eHEAT

After ensuring a refund meets the guidelines described above, the water vendor should follow the steps below to enter a refund in eHEAT and contact the Service Provider with any questions:

1. Go to 'Payment Services' menu > 'Vendor Payments' tab.
2. Enter the household number for the customer receiving the refund and the 'Payment Status' 'Paid' and click 'Go'.
3. Click the radio button next to the household number for any payments for that household.
4. Click the 'Add Refund' button. The 'Payment Refund' screen will appear.
5. Enter refund amount in 'Refund Amt' field and select the reason from 'Refund Reason' list.
6. Add any notes for the Service Provider in the 'Notes' field.
7. After all refund information is entered then select the 'Submit' button.
8. A message asks to confirm the refund, click 'Yes' to confirm.
9. A status message will show in the upper right corner 'Refunded Successfully'.

Finding a payment to refund (steps 1-4)

| Household Number | Account Number | Name | Service Provider | Amount | Payment Status | Benefit Type | Status Date | Warrant/EFT Number | Schedule Date | Fund Name | Direct Pay |
|------------------|----------------|-----------------|---------------------------------------|----------|----------------|--------------|-------------|--------------------|---------------|-----------|------------|
| 487174 | 2132321 | DALEY DAVENPORT | Anoka County Community Action Program | \$135.00 | Paid | PRIMARY HEAT | 11/08/2019 | 12345 | 12/08/2019 | Program | No |
| 487174 | 2132321 | DALEY DAVENPORT | Anoka County Community Action Program | \$135.00 | Paid | PRIMARY HEAT | 11/08/2019 | 12345 | 02/08/2020 | Program | No |
| 487174 | 2132321 | DALEY DAVENPORT | Anoka County Community Action Program | \$135.00 | Paid | PRIMARY HEAT | 11/08/2019 | 12345 | 05/08/2020 | Program | No |

Adding and entering a refund (step 5-9)

Payment Refund

Refundable Amt: \$396.00

Refund Amt: * 100.00

Refund Reason: Account Closed

Notes:

Submit Cancel

Confirmation

Are you sure to Refund the Amount? Once Submitted cannot be modified.

Yes No

Payments Made in Error

A water vendor suspecting a household received assistance in error must report the issue to the Service Provider. If the Service Provider determines a payment was made in error and that the action requires the water vendor to refund the payment, the water vendor must follow refund instructions to return the funds to EAP/LIHWAP.

LIHWAP Benefits

Eligibility Requirements

To receive an EAP/LIHWAP benefit, a household occupy the dwelling at the time the EAP/LIHWAP assistance is requested and the benefit is determined and must be in one of the following situations:

- Have water or wastewater service currently shut off.
- Have a current water or wastewater disconnection notice.
- Have a past due water or wastewater bill.

Amount of EAP/LIHWAP Benefit

The amount of the EAP/LIHWAP benefit is the full water and wastewater balance, including required deposit and fees.

The payment amount is rounded up to the nearest dollar to ensure resolution of the emergency. For example: if the amount needed to resolve the emergency is \$193.56 the correct payment amount is \$194.00. EAP/LIHWAP payments must not result in a credit on the household's account. However, due to rounding as explained above, payments to water vendors may result in a small credit of less than \$1.00. If a water vendor identifies an EAP/LIHWAP payment that creates a credit over \$1.00, they should immediately report it to the local Service Provider.

EAP/LIHWAP Information Requirements

Water vendors must provide household account information upon Service Provider request. The Service Provider uses water vendor information to verify and document the household's situation to determine EAP/LIHWAP eligibility and benefits.

Water vendors may be asked to provide information such as:

- Water and wastewater account past due and current balance owed amounts.
- Fees not included in water and wastewater account balance owed, if any.
- Date the water or wastewater service was shut off.
- Scheduled disconnection date.
- Annual water and wastewater bill amounts.

Verifying EAP/LIHWAP Payments before applying to household's account

Water vendors help ensure accurate benefits are applied to household accounts. Before applying an EAP/LIHWAP payment to a household's account, the water vendor must ensure the Crisis payment will not generate a credit on the account of more than \$1.00.

If a water vendor questions a household's eligibility for an EAP/LIHWAP payment, report it immediately to the Service Provider or, when appropriate, to the Department of Commerce.

Agreement, Internal Controls, Registration & Participation Requirements

Agreement Between Water Vendor and Service Provider

The [Agreement Between Water Vendor and Service Provider](#) specifies the requirements to receive EAP/LIHWAP payments to a water vendor's customer accounts. Signing the agreement establishes formal expectations for both parties. The agreement details the roles of the program and water vendor including applying payments, communication, eHEAT security administration, data practices, and agreement to follow the policies outlined in the *EAP Policy Manual*. Every water vendor must sign an agreement to receive payments on behalf of a household. See the [Agreement Between Water Vendor and Service Provider](#).

Water Vendor Internal Controls Responsibility

Service Providers, water vendors, and households are part of a Coordinated Responsibility Model where each party is responsible to ensure accuracy, effectiveness, efficiency, and integrity of EAP/LIHWAP services. Water vendors help ensure accurate benefits by providing household account and billing status information. Inaccurate account information can affect benefit accuracy and put program integrity at risk.

In addition, water vendors should conduct EAP/LIHWAP activity control measures to prevent and detect discrepancies, non-compliance, and other issues that may occur, by:

- Conducting control measures before applying a payment to a household's account to provide assurance that an accurate benefit is being provided.
- Conducting post-payment control measures to identify any issues not previously detected.

Water vendors should conduct routine control measures to identify situations and to ensure compliance:

- Account credits: Payments don't create a credit over \$1.00 on a household's water or wastewater account.
- Account for an unoccupied dwelling: Payments are applied to only active accounts at occupied dwellings.
- Households that have discontinued as customers: Refunds to EAP/LIHWAP are within 10 days of the change.
- Questionable payments: Payments are questioned if they appear abnormal to EAP/LIHWAP practices.
- Two EAP/LIHWAP households' payments to one account: Only one EAP/LIHWAP household's payments are applied to one account.

Contact the Service Provider with questions or issues. Water vendors must report any known suspected fraud, error, or abuse. If a pattern of payments does not appear to comply with EAP/LIHWAP policies, please report concerns to Commerce at eap.mail@state.mn.us.

Water Vendor Registration and Change of Vendor Information

To receive payments on behalf of a household, a water vendor must be registered with Commerce and Minnesota Management & Budget (MMB). Water vendors register by submitting the completed [Vendor Registration for EAP Payments](#) form to their local Service Provider, which is then provided to Commerce to complete the registration process. Registration information must include:

- Full Legal Business Name (TIN Name).
- Common Name (DBA), if any.
- Business location address and mailing address.
- Business Phone Number.
- Contact name, phone number, and email address.
- Service Providers working with.
- Completed and signed IRS Form W-9.
- If the Business is a Government Entity, Corporation, Partnership or LLC.
- Minnesota Management & Budget (MMB) Vendor ID Number (if already an approved MMB Vendor): 11-digit number.

To receive payment, water vendors must have an MMB Vendor Registration Number (also referred to as a Vendor ID Number or a SWIFT ID Number). Commerce will register new water vendors with MMB as part of the eHEAT registration process.

Water vendors can submit changes in their registration information (e.g., change of business name, contact information, change in payment information, etc.) to their local EAP/LIHWAP Service Provider. The Service Provider will inform Commerce by emailing updated information to ehat.doc@state.mn.us. To change banking information, water vendors must contact MMB.

Implement and Maintain eHEAT Security Policies

Water vendors must have processes in place to manage eHEAT access to ensure only current, authorized users have eHEAT access. Users must only have access to eHEAT features necessary for their work assignments.

Off-Boarding Process

Water vendors are required to immediately deactivate users when needed. If the water vendor's eHEAT Administrator needs to be deactivated, email ehat.doc@state.mn.us. Water vendors must have off-boarding (staff leaving employment) procedures in place, for example an off-boarding checklist, that includes deactivating eHEAT access.

eHEAT Access Check

The water vendor eHEAT Security Administrator must conduct routine eHEAT access checks to ensure only the appropriate users are active in eHEAT. There are two user statuses in eHEAT:

- **Active:** user has eHEAT access.
- **Deactivated:** user does not have current eHEAT access due to inactivity for over 60 days or because they were deactivated by an eHEAT Administrator. User needs to be reactivated by an eHEAT Administrator to regain access. eHEAT continues to list every user that had eHEAT access.

The water vendor eHEAT Security Administrator's authorization includes:

- Limiting access to authorized personnel only.
- Ensuring each user is assigned a unique user ID.
- Ensuring email addresses associated with each user ID are current.
- Creating new user groups that combine features in eHEAT for staff positions.
- Editing existing users' user groups as new features are assigned or no longer performed.
- Immediately deactivating eHEAT users:
 - Upon permanently leaving a position requiring eHEAT access.
 - Upon administrative leave or suspension.
 - When no longer employed by the water vendor.
 - If on other leave, laid off, on an extended vacation, or reassigned to non-EAP/LIHWAP duties for 30 days or longer.
- Ensuring the private data provided by eHEAT features to employees is appropriate for their job and responsibilities.

Water Vendor Monitoring & Reporting Requirements

Monitoring water vendors is essential to ensure program quality and integrity. An EAP/LIHWAP water vendor is bound by the requirements of the Low-Income Household Water Assistance Program and the [Agreement Between Water Vendor and Service Provider](#). Monitoring can also ensure water vendors follow these rules. Service Providers are required to monitor water vendors.

Water vendors must be able to reproduce the account balance information they provided for each household upon request. Monitoring helps ensure account information provided by the water vendor was accurate and true and payments were appropriately applied.

Access to Records

Water vendors must allow the Service Provider and Commerce access to their records for compliance monitoring. Monitoring includes verifying transactions between the water vendor and the Service Provider. This includes but is not limited to cost information, application of payments to household accounts, billing to eligible households, providing equal services to EAP/LIHWAP eligible households, and any or all other activities agreed to in the [Water Vendor Agreement](#).

Legal Requirements

Water vendor participation is subject to federal and state statute and regulation. Federal, Commerce or Service Provider officials may audit water vendor records pertaining to EAP/LIHWAP. Audits may occur for program activity up to three years after the program year has closed and until action conducted during this period has ended.

Non-Discrimination

Water Vendors cannot penalize or discriminate against customers for participating in EAP/LIHWAP. The United States Department of Health & Human Services states that a LIHWAP-eligible household must not be treated adversely or differently from other households because of receiving water assistance and water vendors will not discriminate in services provided to the eligible household on whose behalf payments are made.

Services available to a water vendor's customers in general cannot be denied to a household solely because of the household's EAP/LIHWAP eligibility. These services may include:

- Availability of price and fee list.
- Deferred payments.
- Budget payment plans.
- Conditions of sale, credit, or price.
- Discounts for cash or prompt payment.
- Any service designed to benefit or assist the water vendor's customer.

It is not discrimination under the statute to provide additional benefits for households receiving EAP/LIHWAP services. Additional benefits, especially those that increase the buying power of EAP/LIHWAP grants, are desirable and encouraged.

Data Privacy

Water vendors must protect personally identifiable information (PII). EAP/LIHWAP information, including application and eligibility status of households, is classified as private data under the

Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13. Immediately report possible violations to Commerce.

When communicating with Service Providers about EAP/LIHWAP participants, water vendors should use EAP/LIHWAP household numbers instead of names, addresses or other PII. For example, use “HH 123456” instead of “John Doe.” If it is necessary to use PII like names or addresses, water vendors must use a secure form of communication such as encrypted email.

Sharing EAP/LIHWAP Private Data with Water Vendors

Applicants sign the EAP/LIHWAP application to authorize use of their private data to determine eligibility and provide EAP/LIHWAP services. This authorization is documented in the household's file. New uses of the data contained in the EAP/LIHWAP application or the household's file require a new authorization from the data subject.

The household data collected by EAP/LIHWAP has restricted uses. Generally, an EAP/LIHWAP household's consent allows their data only to be used for determining and delivering EAP/LIHWAP services. Use of EAP/LIHWAP household private data details are in *Your Rights and Responsibilities Privacy Notice* (also known as the *Privacy Notice*) and the “Consent and Signature” Part of the *Minnesota Energy Programs Application* provided to the households.

EAP/LIHWAP only requests information necessary to provide services. This is as required by the Privacy Act of 1974, 5 U.S.C. § 552a and the MGDPA. Under the Privacy Acts, water vendor, Service Provider, and Commerce staff must only be provided the private data necessary to perform their duties for the purposes listed in the *Privacy Notice*. The MGDPA, under Minn. Stat. §13.055, subd.1. (d) states: “‘Unauthorized person’ means any person who accesses government data without a work assignment that reasonably requires access, or regardless of the person's work assignment, for a purpose not described in the procedures required by section 13.05, subdivision 5.”

EAP/LIHWAP data provided to water vendors are limited to information necessary to obtain water vendor account information and to allow water vendors to apply EAP/LIHWAP benefits to customer accounts. The household data required are available to water vendors through the water vendor's access to eHEAT. The information is needed to verify the household's EAP/LIHWAP eligibility and the amount to apply to the household's account.

To illustrate, EAP/LIHWAP collects data on household income and household size, but these data are not required to apply EAP/LIHWAP payments to customer accounts. Therefore, these data are not provided to the water vendor.

The water vendor must obtain an [Informed Consent for Release of Data](#) signed by the household before requesting EAP/LIHWAP household data for any other use or program.

Additional information is available [Chapter 11 - Data Practices and Records](#) of the *EAP Policy Manual*.

Safe at Home Program

EAP/LIHWAP follows the guidelines of the Safe at Home (SAH) program, which helps survivors of domestic violence, sexual assault, stalking, or others who fear for their safety to establish a confidential address. SAH allows its participants to go about their lives without leaving traces of where they live to keep their abuser from locating them.

Participants use a SAH assigned address and the Secretary of State's office forwards their correspondence to their actual mailing address. SAH participants cannot be required to disclose their physical address. The SAH Program may be contacted at 1-866-723-3035 with questions or to confirm a SAH applicant's participation in SAH.

Water vendors must work with Service Providers to safeguard the identity and address of SAH participants if the address is known. Additional information about SAH is found in [Chapter 2 - Applications & Application Processing](#) of the *EAP Policy Manual*.

SAH is governed by Minn. Stat. § 5B and Minn. Rules § 8290.

Appendices

18A – [Agreement Between Water Vendor and Service Provider](#)

18B – [Vendor Registration for Water Assistance Program Payments](#)

Agreement Between Water Vendor and Service Provider

(Water supplier) at (address), and successor home water providers, hereafter referred to as “the water vendor,” hereby agrees to cooperate with (local EAP and LIHWAP Service Provider) hereafter referred to as “the Service Provider,” and the Minnesota Department of Commerce (COMM), Low-Income Household Water Assistance Program (LIHWAP), hereafter referred to as “the State” to deliver the Minnesota LIHWAP for the period October 1, 2022 through September 30, 2023.

I. The water vendor and the Service Provider will:

1. Follow Low-Income Household Water Assistance Program (LIHWAP) policies and procedures in the *MN Energy Assistance Program (EAP) Policy Manual*.
2. Comply with the Minn. Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, as it applies to all data provided by the water vendor, the State, or its contractors under this agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the water vendor or the Service Provider, in performing the duties under this agreement. To administer this program, the water vendor and the Service Provider utilize a secure database with private information on individuals protected under the MGDPA. The water vendor and Service Provider agree to not release any private data, including from the database, to any third party without written authorization from the subject of the data. By signing the application, applicants consent to the use of their private information for purposes of this agreement.
3. Use information obtained from water vendor, the State, or its contractors for the sole purpose of performing responsibilities and duties for water programs run by the State. Further, Service Provider and water vendor shall implement and maintain appropriate and reasonable administrative, technical, and physical safeguards to protect such information from accidental or unauthorized access, use, disclosure, and loss or destruction.
4. Negotiate for continuation or reconnection of service to households determined eligible for LIHWAP benefits.
5. Establish a dispute resolution process to resolve issues arising during the term of this agreement.
6. Collaborate and do everything possible to ensure the customer has continuous access to home water service.
7. Minimize the risks of a customer’s home water crisis using the LIHWAP benefits.
8. Encourage regular payments from the household.
9. Work together to ensure LIHWAP payments are appropriately applied to accounts and used for LIHWAP services as designated by the Service Provider.

II. The Service Provider will:

1. Determine customer eligibility.
2. Provide new and existing water vendors with information about the eHEAT software system.
 - Work to ensure all water vendors become eHEAT users.
 - Provide necessary and/or ongoing training to water vendors using eHEAT.
3. Make authorization through eHEAT, telephone, fax, or electronic communication of payments for current and past due amounts for water and sewer services.
4. Maintain customer authorizations for exchange of private data between the Service Provider and the water vendor.
5. Enter account number into eHEAT in the format supplied by the water vendor.

III. The water vendor will:

1. Ensure LIHWAP eligible households are not treated adversely compared to other households.
2. Supply account number format to the Service Provider.
3. Timely provide at the request of the customer, the Service Provider or the State, information on applicant households’ home water costs, bill payment history, or arrearage history. This information will be provided in the format requested.
4. Register with the State to receive LIHWAP payments.
5. Use the warrant or EFT date as the LIHWAP payment date.
6. Apply all LIHWAP payments to the household’s account within 5 business days of receipt of payment.

Energy Assistance Program

7. Apply LIHWAP payments to the household's water costs before applying other water payments.
8. Ensure the LIHWAP payment will not generate a credit on the account of more than \$1.00.
9. Accept all customer payments.
10. Use LIHWAP funds to pay for home water, sewer, and storm water costs as designated by the Service Provider. Expenses such as service contracts, garbage, cable, internet, telephone, etc. cannot be paid with LIHWAP funds.
11. By accepting the LIHWAP payment, continue or reconnect service to the household.
12. When addressing household water emergencies, when possible, accept eHEAT payment status of "Payable" for payment. When eHEAT is not available, accept early notification authorization by telephone, fax, or electronic communication
13. Process and refund to the State any refunds requested by the Service Provider within 10 business days.
14. Process and refund to the State all credits attributable to LIHWAP payments remaining on a customer's account within 10 business days after a client ceases to be a customer.
15. Notify the Service Provider or State if there is reason to believe LIHWAP funds have been misused as described in the *MN EAP Policy Manual*.
16. Allow the Service Provider or State access to fiscal records of LIHWAP transactions for audit purposes for period of three (3) years after payment.
17. Use eHEAT when possible to administer LIHWAP program business, including but not limited to:
 - Maintaining water vendor account numbers
 - Monitoring eligibility and payments
 - Recording refunds
18. Implement and maintain eHEAT database security policies by:
 - Limiting access to authorized personnel only
 - Ensuring each user is assigned a unique user ID
 - Ensuring email addresses associated with each user ID are current
 - Deactivating users immediately upon termination of their role in LIHWAP service delivery
 - Deactivating users who are on a temporary leave of absence, extended vacation, etc.

IV. Either party to this agreement may terminate it at any time, with or without cause, upon thirty days written notice to each other and the State.

This document is for reference only; vendors sign the Agreement electronically in eHEAT.

Vendor Registration for Energy Assistance Program (EAP) Water Assistance Payments

To receive payments through EAP Water Assistance, a vendor must register by completing the form below.

1. Enter the name and address of your vendor business or operation (* indicates a required field):

| | | |
|------|--|---|
| 1.1 | Full Legal Business Name* | |
| 1.2 | Common Name (DBA), if different than above | |
| 1.3 | Location Address: Street* | |
| 1.4 | City, State Zip* | |
| 1.5 | Mailing Address: Street* | |
| 1.6 | City, State Zip* | |
| 1.7 | County* | |
| 1.8 | Contact Name:* | |
| 1.9 | Phone + extension:* | |
| 1.10 | FAX number: | |
| 1.11 | Email Address:* | (Email address required for eHEAT access and payment notifications) |

2. Check ONE to identify this vendor operation business type:

- 2.1 ☐ A government entity
 2.2 ☐ A business as a corporation
 2.3 ☐ A business as a partnership
 2.4 ☐ LLC (Limited Liability Corporation)

3. If this vendor operation is a corporation, partnership or LLC, please enter:

| | | |
|-----|---|--|
| 3.1 | Federal Employer Tax Identification Number (TIN) - begins with a 41: | |
| 3.2 | Minnesota State ID Number (if available) – nine digits, begins with 00: | |

4. Energy Assistance Program (EAP) Water Service Providers:

| | | |
|-----|--|--|
| 4.1 | List all Community Action Agencies, counties, tribes, nonprofits you will be working with: | |
|-----|--|--|

5. Services (check all that apply):

- ☐ Water ☐ Wastewater

6. A signed IRS Form W-9 must accompany this form.

Signature: _____ Date: _____

Email this completed form and a signed IRS Form W-9 to ehat.doc@state.mn.us.

Questions: contact Jon Brown, MN Department of Commerce, Vendor Management, 85 7th Place East, Suite 280, St. Paul, MN 55101-2198. Phone: (651) 539-1869; FAX: (651) 539-0109

TO: David Chanski, City Administrator/Clerk
FROM: Daniel Eick, Assistant City Administrator
RE: Upgrade to City Chamber Audio/Visual Tech
DATE: March 2, 2023



Summary

On Friday, February 24, 2023, staff met with and discussed possible improvements to the Chambers audio/visual systems with the Personnel and Finance Committee. An outline of that discussion can be found below alongside the original quote from Digital Horizons for Council consideration.

Committee Recommendation

The Committee recommends staff coordinate with Digital Horizons to replace the City's current headsets with ear worn microphones and expand the system with two additional placements. Information associated with these improvements can be found in the "Earworn Microphone" and "Added Systems" sections in the original quote.

The committee believes these improvements should better assist staff in serving the expanded Parks and Recreation Committee while also providing the increased flexibility and comfort desired by the City Council.

It should be noted, however, all improvements currently have a time horizon of 6+ months due to supplier shortages. Digital Horizons and City staff will work with Shure Inc. to purchase and install the equipment as soon as possible.

Council Action

Staff recommends the Council direct the City Administrator to finalize and execute a purchasing agreement with Digital Horizons on the above improvements. The quote provided below places the cost of these improvements at \$3,872.00.



| | |
|------------|----------|
| Date | 02/05/23 |
| Proposal # | DHZQ2840 |

| Qty | Mfg | Description | Price (ea) | Price (total) |
|-----|-----|-------------|------------|---------------|
|-----|-----|-------------|------------|---------------|

EARWORN MICROPHONE

This is the cost of providing (5) earset 'headworn' microphones, to replace the full headset microphones in use now. This microphone is light and flexible and will be placed over the ear and will have a thin microphoe that will stand just off the side of the face for capturing spoken word. These would be delivered and the audio system would be adjusted for their use (minor adjustments)

| | | | | |
|-----------------|------------------|---|----------|-------------------|
| 5 | Shure | Omnidirection earset headworn microphone, tan | \$258.00 | \$1,290.00 |
| 1 | Digital Horizons | Digital Horizons product installation | \$315.00 | \$315.00 |
| SubTotal | | | | \$1,605.00 |

LAVALIER MIC COSTS

This is the cost for (1) lavalier microphone.

Note: Use of these microphones is generally not our recommendation - earworn microphones will perform better and will require less 'care' and 'comrpomise' in the system calibration for optimal use.

| | | | | |
|-----------------|-------|---|----------|-----------------|
| 1 | Shure | Microflex® Cardioid Lavalier Microphone (TQG connector) | \$130.00 | \$130.00 |
| SubTotal | | | | \$130.00 |

ADDED SYSTEMS

This is the cost for adding (1) dual wireless microphone system - there are (2) available inputs on the existing audio processor. The units will be installed up high on the existing shelf. The audio system will be setup and configured for these added systems. The microphones with this system are an earset 'headworn' microphone.

Note: Shure wireless systems are experiencing extremely long lead times - 6+ months at times, depending on the products.

| | | | | |
|-----------------|------------------|---|------------|-------------------|
| 1 | Shure | Dual Wireless System with two SLXD1 Bodypack Transmitters | \$1,279.00 | \$1,279.00 |
| 2 | Shure | Earset headworn microphone (tan) | \$259.00 | \$518.00 |
| 1 | Digital Horizons | Digital Horizons product installation | \$420.00 | \$420.00 |
| 1 | Digital Horizons | Misc. parts & materials | \$50.00 | \$50.00 |
| SubTotal | | | | \$2,267.00 |

FOUR ADDED WIRELESS SYSTEMS

This is the cost for adding more than (2) wireless systems - in this case, four. An 'expansion' audio processor will be provided for allowing more audio connections. To accommodate the additional systems and their antennas, we'll add another microphone antenna distribution system to accommodate. The equipment rack layout will need to be slightly adjusted to account for these additions. The audio system will be re-configured and calibrated after these changes.

Note: Shure wireless systems are experiencing extremely long lead times - 6+ months at times, depending on the products.

| | | | | |
|----------|------------------|---|------------|-------------------|
| 1 | ClearOne | 12 input DSP mixer | \$3,914.74 | \$3,914.74 |
| 4 | Shure | SLX Digital wireless bodypack system with MX153T omnidirectional earset headworn microphone (tan) | \$879.00 | \$3,516.00 |
| 1 | Shure | Antenna Distribution System | \$534.00 | \$534.00 |
| 1 | Digital Horizons | Digital Horizons product installation | \$1,050.00 | \$1,050.00 |
| 1 | Digital Horizons | Misc. parts & materials | \$50.00 | \$50.00 |
| SubTotal | | | | \$9,064.74 |

| | |
|--------------|--------------------|
| Sub Total | \$13,066.74 |
| Sales Tax | \$0.00 |
| Total | \$13,066.74 |

Accepted by: _____ Date: _____ PO: _____

All information contained within this document is valid for the next 14 days. Thereafter, all prices and applicable charges are subject to change.

Digital Horizons, LLC
phone: 218-330-4140
e-mail: chris@digitalhorizonsmn.com
web: www.digitalhorizonsmn.com
office: 1924 S. 10th Street



Proposal: Breezy Point Mics

Prepared for:
City of Breezy Point

Prepared by:
Chris Schucker
on
2/5/2023

About Digital Horizons, LLC:

Digital Horizons, LLC was founded in May of 2013 in Brainerd, Minnesota with the goal of providing a superior audio & video experience for its clients. Being a locally owned and operated business, our customers and their opinion of us is vital to our success. Listening to our clients and meeting their needs is why our business thrives based almost entirely on referrals.

The company's owners, Chris Schucker and Scott Johannes, met in 2005 and over the years of working together developed a great synergy and decided to branch out and represent themselves and founded Digital Horizons. Combined the two have over 20 years of experience in the industry and thoroughly enjoy the everyday challenges that arise within the dynamic industry that is custom audio & video installation.

Our Mission:

We believe in old school values and are proud to continue these traditions where businesses are honest in their practices and deliver high quality, reliable products and make them available for a fair price. Our company mission is to provide high quality and easy to use audio & video systems. We strive to be available to our clients at all times, (before and after the installation), and to make decisions and recommendations with the best interest of our clients in mind. We do not strive to make the most money (at the expense of poor customer service) or be the largest company (bigger is not always better in our book), but rather strive to build a strong resilient company that focuses on a quality experience for its customers.

Goals and Objectives:

Here is the quote you requested.

Statement of Work:**Recommendations:**

Please contact me if I can be of further assistance.

Included with every Purchase from Digital Horizons, LLC:

All work performed by Digital Horizons will carry a 1 year labor warranty. Our 1 year warranty covers workmanship deemed to be defective under normal conditions of use. Any warranty on products is that of what is provided by the individual manufacturer. Labor costs to replace products covered under the manufacturer's warranty beyond our 1 year labor warranty is the responsibility of the end user.

If an issue arises with a product or service provided by Digital Horizons the end user should contact Digital Horizons *as soon as possible* at 218-330-4140 or by e-mail at info@digitalhorizonsmn.com for a resolution. A representative of Digital Horizons will, in good faith, determine the issue at hand and discuss options with the end user.

Contract for Services Rendered

This is a contract entered into by **Digital Horizons, LLC** (hereinafter referred to as “the Provider”) and **City of Breezy Point** (hereinafter referred to as “the Client”) on this date, **2/5/2023**.

The Client hereby engages the Provider to provide services described herein under “Scope and Manner of Services.” The Provider hereby agrees to provide the Client with such services in exchange for consideration described herein under “Payment for Services Rendered.”

Scope and Manner of Services

Services To Be Rendered By Provider: Proposal **DHZQ2840**

Payment Schedule

30% Acceptance / **40%** Equipment Ordering / **30%** Final

- A deposit of **30%** is due upon acceptance
- Products must be paid for in full prior to delivery and installation
- Final balance, typically **30%**, to be due upon final invoice

Payment for Services Rendered

The Client shall pay the Provider for services rendered according to the Payment Schedule, within **30** calendar days of the date on any invoice for services rendered from the Provider.

Should the Client fail to pay the Provider the full amount specified in any invoice within **30** calendar days of the invoice’s date, an interest rate of **1** percent per month shall accrue.

Applicable Law

This contract shall be governed by the laws of the County and State where work is to be performed and any applicable Federal law.

Signatures

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

| | |
|--|--|
| _____ (Printed Name of Client or agent) | _____ (Printed Name of Provider or agent) |
| _____ (Signature of Client or agent) (Date) | _____ (Signature of Provider or agent) (Date) |

TO: Mayor & City Council
FROM: Joe Zierden, Public Works Supervisor
RE: 1 Ton and Sander Acquisition
DATE: March 2, 2023



Background

In 2023, \$65,000 was budgeted for a 1-ton and \$10,000 for a drop-in stainless-steel sander. Three truck quotes were obtained, and a Ram 3500 from Tanner Motors of Brainerd was selected by the Personnel & Finance Committee as the best choice for the \$45,780.00. The aluminum contractor dump box will be attached to the RAM 3500 for \$18,862.50 from North Central Bus and Equipment the price was through state bid. A Buyers stainless steel electric drive sander with state bid pricing from North Central Bus & Equipment of Mounds View for \$10,457.00.

The 1-ton/box would replace the 2008 F350 and the sander would replace the sander in the F-450. The 1-ton/box would cost **\$65,142.50** or less than 1% over budget. The sander would cost **\$10,457.00** or less than 5% over budget. The 2008 F-350, the old sander and a vee plow from a 2002 F350 will become surplus equipment and will be sold once the new equipment arrives.

Council Action

Staff recommends accepting the Personnel & Finance Committees recommendation to purchase a RAM 3500 from Tanner Motors for \$45,780.00, a Rugby aluminum dump body for \$18,862.50 from North Central Bus and Equipment of Mounds View, and a Buyers stainless steel electric drive sander from North Central Bus & Equipment for \$10,457.00

FLEET ACCT
01WS3

TANNER MOTORS
620 W WASHINGTON
BRAINERD, MN 564012930

Configuration Preview

Date Printed: 2023-02-13 9:28 AM
Estimated Ship Date:

VIN:
VON:

Quantity: 1
Status: BA - Pending order
FAN 1: 01WS3 City of Breezy Point
FAN 2:
Client Code:
Bid Number: TB3072
PO Number:

Sold to:
TANNER MOTORS (37269)
620 W WASHINGTON
BRAINERD, MN 564012930

Ship to:
TANNER MOTORS (37269)
620 W WASHINGTON
BRAINERD, MN 564012930

Vehicle: 2023 3500 REG CAB CHASSIS 4X4 (143.5 in WB - CA of 60 in) (DD8L63)

| | Sales Code | Description | MSRP(USD) |
|-------------------|------------|--|-----------|
| Model: | DD8L63 | 3500 REG CAB CHASSIS 4X4 (143.5 in WB - CA of 60 in) | 46,250 |
| Package: | 27A | Customer Preferred Package 27A | 0 |
| | ESB | 6.4L V8 Heavy Duty HEMI Engine | 0 |
| | DF3 | 6-Spd Auto Aisin AS66RC HD Trans | 1,000 |
| Paint/Seat/Trim: | PW7 | Bright White Clear Coat | 0 |
| | APA | Monotone Paint | 0 |
| | *TX | HD Vinyl 40/20/40 Split Bench Seat | 0 |
| | -X8 | Black/Diesel Gray | 0 |
| Options: | 4DH | Prepaid Holdback | 0 |
| | 4ES | Delivery Allowance Credit | 0 |
| | MAF | Fleet Purchase Incentive | 0 |
| | WLA | Dual Rear Wheels | 1,395 |
| | 5N6 | Easy Order | 0 |
| | 4FM | Fleet Option Editor | 0 |
| | 4FT | Fleet Sales Order | 0 |
| | 174 | Zone 74-Denver | 0 |
| | 4EA | Sold Vehicle | 0 |
| Non Equipment: | 4FA | Special Bid-Ineligible For Incentive | 0 |
| Bid Number: | TB3072 | Government Incentives | 0 |
| Destination Fees: | | | 1,795 |
| Total Price: | | | 50,440 |

Order Type: Fleet
Scheduling Priority: 1-Sold Order
Salesperson:
Customer Name:
Customer Address:

PSP Month/Week:
Build Priority: 99

Instructions: USA

\$45,780
+ STATE FEES



Joe Zierden
Public Works
Supervisor

8319 County Rd. 11
Breezy Point, MN 56472

City Hall: (218) 562-4441 x 256
Cell: (218) 820-8809

jzierden@cityofbreezypointmn.us
www.cityofbreezypointmn.us



TANNER MOTORS
620 W. WASHINGTON ST. • BRAINERD, MN 56401
www.tannermotors.net



JEFF OBRYCKI
Sales Consultant
jeff.obrycki@tannercompanies.com
DIRECT (218) 454-3602
CELL (763) 244-4260
(218) 829-3597
FAX (218) 829-3675

Jeep
GLADIATOR



Preview Order 6472 - F3D 4x4 Reg Cab DRW: Order Summary Time of Preview: 02/10/2023 13:42:03 Receipt: NA

Dealership Name: Kimber Creek Ford

Sales Code : F58498

Dealer Rep. Nathan Hughes

Type Retail

Vehicle Line Superduty

Order Code 6472

Customer Name X XXXXX

Priority Code 19

Model Year 2023

Price Level 325

| DESCRIPTION | MSRP | INVOICE | DESCRIPTION | MSRP | INVOICE |
|-------------------------------|---------|---------|------------------------------|------------|----------|
| F350 4X4 STYLESIDE PU DRW/142 | \$49305 | \$46840 | .LT245/75R17E BSW ALL-SEASON | \$0 | \$0 |
| 142 INCH WHEELBASE | \$0 | \$0 | 4.30 RATIO LIMITED SLIP AXLE | \$0 | \$0 |
| OXFORD WHITE | \$0 | \$0 | JOB #1 ORDER | \$0 | \$0 |
| CLOTH 40/20/40 SEAT | \$100 | \$91 | CV LOT MANAGEMENT | \$0 | \$10 |
| MEDIUM DARK SLATE | \$0 | \$0 | 14000# GVWR PACKAGE | \$0 | \$0 |
| PREFERRED EQUIPMENT PKG.620A | \$0 | \$0 | 50 STATE EMISSIONS | \$0 | \$0 |
| .XL TRIM | \$0 | \$0 | JACK | \$0 | \$0 |
| .AIR CONDITIONING -- CFC FREE | \$0 | \$0 | FUEL CHARGE | \$0 | \$112.88 |
| .AM/FM STEREO MP3/CLK | \$0 | \$0 | PRICED DORA | \$0 | \$0 |
| .6.8L DEVCT NA PFI V8 ENGINE | \$0 | \$0 | ADVERTISING ASSESSMENT | \$0 | \$49 |
| 10-SPEED AUTO TORQSHIFT-G | \$0 | \$0 | DESTINATION & DELIVERY | \$1895 | \$1895 |
| | | | MSRP | INVOICE | |
| TOTAL BASE AND OPTIONS | | | \$51300 | \$48997.88 | |
| DISCOUNTS | | | NA | NA | |
| TOTAL | | | \$51300 | \$48997.88 | |

49,697.88

Customer Name:

Customer Email:

Customer Address:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.

| QUOTATION NORTH COUNTRY GM | | | | | |
|-----------------------------------|--|---|---|--|------------|
| CONTRACT # 188747 | | 1502 E HOWARD ST HIBBING, MN 55746 218-263-7578 | | BOB O'HARA 218-349-8955 rwohara01@aol.com | |
| EST DELIVERY TIME 90 - 120 ARO | | 218-263-7576 | | | |
| | | | | | |
| | | RCC-10 | | | |
| | | | | | |
| BASE MODEL | 2024 CHEV SILVERADO 3500 4x4 | CK31003 | | \$ | 43,895.00 |
| | REG CAB CHASSIS CAB 60" CA | | | | |
| | GVW 14,000 LBS. | | | | |
| | | | | | |
| 3,843.00 | LT TRIM UPGRADE | 3LT | | | - |
| | | | | | |
| ADDED OPTIONS | 6.6L V8 | L8T | x | | STD |
| | 10 SPEED AUTO | MYD | x | | STD |
| | 3.73:1 AXLE RATIO | GT4 | x | | STD |
| | AIR CONDITIONING FRT | | x | | STD |
| 8,703.20 | Engine, Duramax 6.6L Turbo-Diesel V8 B20-Diesel compatible, (445 hp [332 kW] @ 2800 rpm, 910 lb-ft of torque [1220 Nm] @ 1600 rpm) | LP5 | | | - |
| N/C | Transmission, Allison 10-speed automatic | MGM | | | - |
| N/C | Transmission, Allison 10-speed automatic with integrated Power Take-Off (PTO) (Requires (L5P) Duramax 6.6L Turbo-Diesel V8 engine. Included and only available with (PTO) Power Take-Off.) | MGU | | | - |
| 875.60 | Power Take-Off (Requires (L5P) Duramax 6.6L Turbo-Diesel V8 engine and (K34) Cruise Control. | PTO | | | - |
| 1,100.00 | WT Fleet Convenience Package includes (AQQ) Remote Keyless Entry, (K34) Cruise Control and (DBG) power trailer mirrors with heated upper glass and manual extending/folding, (AXG) power windows, express up/down driver, (AED) power windows, express down passenger and (AU3) power door locks | ZLQ | X | | \$1,100.00 |
| 176.00 | LT235/80R-17E ALL TERRAIN | QZT | X | | \$176.00 |
| 242.00 | BRAKE CONTROLLER | JL1 | X | | \$242.00 |

| | | | | |
|----------------|--|-----|---|--------------|
| 264.00 | Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.) | VYU | | - |
| 220.00 | DPF, diesel particulate filter, manual regeneration customer regeneration will not be allowed until the DPF load percentage has reached 100% full | FPF | | - |
| 689.00 | BLACK ASSIST STEPS | RVQ | | - |
| 118.80 | AUX BATTERY (std w/diesel) | K4B | X | \$118.80 |
| 176.00 | DASH SWITCH AUTO TRAC 4X4 | NQH | | - |
| 88.00 | Chrome Front Bumper | V46 | | - |
| N/C | VINYL FLOORING | BG9 | | - |
| 132.00 | 120 VOLT OUTLET IN CAB AND BOX | KJ4 | | - |
| 132.00 | UPFITTER SWITCHED (kit shipped loose, req additional upfitter wiring) | 9L7 | X | \$132.00 |
| | | | | - |
| 166.00 | ADDITIONAL KEY/FOB COMB EA | 0 | | \$ - |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| EXT COLOR | WHITE | GAZ | | STD |
| INT TRIM COLOR | VINYL SEAT TRIM | H2G | | STD |
| | CLOTH SEAT TRIM | H1T | | N/C |
| | TOTAL | | | \$ 45,663.80 |
| | | | | |
| 2,968.15 | 6.5% SALES TAX | | | - |
| 199.25 | LICENCE TITLE & REG | | | - |
| 20.00 | TRANSIT TAX | | X | \$ 20.00 |
| | TOTAL per UNIT | | | \$ 45,683.80 |
| | QTY | 1 | | \$ 45,683.80 |

purchase order number

contact

customer

JOE ZIERDEN

CITY OF BREEZY POINT

| | |
|------------------|----------------|
| | |
| phone | (218) 562-4441 |
| email | |
| billing address | |
| delivery address | |
| date ordered | |
| order # | |



QUOTE NUMBER
18753

DATE
September 13, 2022

VALID UNTIL
February 27, 2023 at 1:00 PM

[Download PDF](#)

FROM
Jason Kiehm
North Central Bus & Equipment Inc.
25112 22nd Ave, St Cloud
4821 Mustang Circle, Mounds View
www.northcentralinc.com
PHONE
(320) 251 7252

FOR
CITY OF BREEZY POINT
TO
JOE ZIERDEN

RUGBY ALUMINUM DUMP BODY, PLOW & SANDER / 2023 60" CHASSIS

RUGBY 9' ALUMINUM ELIMINATOR DUMP BODY

15,200.00

12" FOLD DOWN SIDES / ELECTRIC HOIST



201 INSTALL DUMP BODY -

1,500.00

299 INSTALL HOIST & SUBFRAME

375.00

203 ICC BUMPER WITH 2.5" RECEIVER HITCH PLATE

900.00

7 ROUND TRAILER PLUG

20.00

CUR55415

460 TOWING - WIRING 7 ROUND

62.50

BUYERS SALTDogg STAINLESS SANDER

9,932.00

2.8 YARDS / ELECTRIC CONVEYOR BELT DRIVE
14709F380211



TO: Mayor & City Council

FROM: David Chanski, City Administrator/Clerk

RE: Sewer Billing Cycle Change

DATE: March 2, 2023



Background

The City currently issues sewer bills on a quarterly basis and bills customers in advance of the quarter (i.e. 1st Quarter sewer bills are issued in January for January, February, and March). All sewer customers pay \$75 per ERU per quarter with the exception of the Pelican Square car wash and the Conservation Club, which are on meters.

There are some issues that come up when billing in advance. First, the City has not had the practice of prorating bills or sending out bills mid-quarter. Therefore, if the City receives a Certificate of Occupancy for a new building after sewer bills have been issued for that quarter, that property essentially gets a free quarter of sewer service. Additionally, when a property sells mid-quarter, the City has to issue a refund for unused sewer service.

Most cities and utilities issue bills at the completion of a billing cycle (usually monthly or quarterly). The benefit of this approach is that you never miss billing a property, whether it's a new build or transfer of ownership. If a new building comes "online" or a property transfers ownership, it is as simple as opening a new customer account and issuing a prorated sewer bill at the end of the quarter. Additionally, when a property transfers ownership, it's much easier to issue the seller a prorated sewer bill at the time of account closer than to have to issue a refund.

Therefore, staff is requesting authorization to change the City's sewer billing cycle to be at the completion of a quarter. With 2nd Quarter beginning April 1 and with a vacancy in the Finance Specialist position, this is a great time to make this change. If this change is authorized, 2nd Quarter utility bills would be issued in July for April, May, and June.

The Personnel & Finance Committee reviewed this request during their meeting on February 24, and are recommending change the City's sewer billing cycle to be at the completion of each quarter, effective 3rd Quarter 2023.

Council Action

Staff recommends accepting the Personnel & Finance Committees recommendation to change the City's sewer billing cycle to be at the completion of each quarter, effective 3rd Quarter 2023.

TO: Mayor & City Council
FROM: David Chanski, City Administrator/Clerk
RE: Resignation of Police Officer Nate Peters
DATE: March 2, 2023

**Background**

Police Officer/Paramedic Nate Peters submitted his resignation to Chief Sandell on Thursday, February 16. Officer Peters' last day of employment with the City will be Thursday, March 9. He has accepted a position with the Brainerd Police Department.

Staff requests that Officer Peters' resignation be accepted with regret, and staff be authorized to conduct the hiring process to fill this soon to be vacant position.

The Personnel & Finance Committee reviewed this request during their meeting on February 24 and are recommending that the City Council accept staff's recommendation.

Council Action

Staff recommends accepting the resignation of Police Officer/Paramedic Nate Peters with regret and authorizing staff to conduct the hiring process to fill the vacant position.

TO: Mayor & City Council

FROM: David Chanski, City Administrator/Clerk

RE: Short Term Rental Best Practices

DATE: March 2, 2023



Background

Following the discussion and public comment that was received during the City Council meeting on February 6 regarding short term rentals (STRs), staff has had a number of conversations with councilmembers regarding steps moving forward. While staff has begun to review and issue short term rental licenses, there appeared to be some interest from the City Council to have further discussion on STRs.

During the meeting on February 6, there was some discussion on holding a town hall meeting on short term rentals. Staff does not understand the need for such a town hall meeting as there have been numerous public hearings and public comment periods on STRs (including over an hour of public comment received on February 6th). Staff has not recorded any new information on the STR issue brought forth by the public over the last year, and only a select few residents have actually expressed any opposition to STRs. Finally, staff has not received any indication from the councilmembers that there is any interest in fundamentally changing the current short term rental ordinance.

Therefore, staff is recommending that the City Council forgo conducting additional public comment on STRs and allow current regulations to run their course.

If the City Council would like, staff can draft a “best practices” document that can be published on the City’s website and provided to license holders. This document would be merely informative and not regulatory but may ease some of the concern a select few residents have expressed regarding the management of short term rentals.

Council Action

Staff is seeking guidance on how the City Council desires to proceed with further discussion on short term rentals.

TO: Mayor & City Council

FROM: David Chanski, City Administrator/Clerk

RE: City Council Retreat

DATE: March 2, 2023



Background

Staff and the City Council have been discussing a City Council Retreat to discuss priorities and goals for the City.

City Administrator Chanski has requested the assistance of Dave Bartholomay to facilitate the retreat, and Councilmembers have also expressed their desire for Mr. Bartholomay to facilitate the retreat. Mr. Bartholomay is the Mayor of the City of Circle Pines and has spent many years as a professional facilitator and mediator.

Staff is requesting that the City Council schedule a retreat for either Saturday, April 22 or Saturday April 29 from 9:00 to 2:00pm. The location of the retreat will be determined and noticed once a date has been set.

In addition to the City Council, staff participation will include City Administrator Chanski, Assistance City Administrator Eick, Police Chief Sandel, and Public Works Supervisor Zierden.

Council Action

Staff requests that the City Council schedule a retreat for either Saturday, April 22 or Saturday April 29 from 9:00 to 2:00pm.

**Breezy Point Parks & Recreation Committee
Thursday February 9, 2023 – 5:00 p.m.
Meeting Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Oaths of Office
4. General Parks Update
5. Community Garden Update
6. Disc Golf Course Update
7. Adjourn



JOINT POWERS BOARD MEETING AGENDA FEBRUARY 13, 2023

6:00pm Pequot Lakes Fire Hall Conference Room

1. Call the meeting to order
2. Pledge of Allegiance
3. Approval of Agenda
4. Approval of minutes from December and January meetings
5. Public Forum
6. Financial Statement
7. New Business
 - a. January Operations Report
 - b. 2022 Year End Report
8. Unfinished Business
 - a. Approve adjusted 2023 budget and purchase of IPADS
 - b. Approve Take-Home vehicle policy
 - c. Capital Plan
 - d. Fiscal Agent update
 - e. Tanker 2 sale update
 - f. Relief Board Appointments
9. District Board Member Questions / Comments
10. Adjournment

**Planning Commission / Board of Adjustment
Tuesday, February 14, 2024
Regular Meeting Agenda
7:00 p.m.**

- A. Call to Order
- B. Oath to Office – Lee Brisbin and Marcy Weaver
- C. Election of Officers
 - 1) Chairperson
 - 2) Vice Chairperson
- D. Approval of 12/13/2022 Minutes
- E. Council Liaison Report 02/06/2023 Meeting
- F. Open Forum*
- G. Public Hearing: Conditional Use Application CUP-23-001 Brad Thayer at 8442 Buschmann Road Breezy Point, MN. East 663 ft of SE ¼. Parcel 10050509. Construct 40' x 92' accessory structure. (cumulative total – accessory structures 5516sq. ft.) Zoned Estate Lots Residential (EL-R).
 - 1) Open Public Hearing
 - 2) Applicant Presentation
 - 3) Staff Review
 - 4) Public Input
 - 5) Close Public Hearing
- H. Official Action Conditional Use Application C-23-001
- I. Other
- J. Adjourn

This agenda is not exclusive. Other business may be discussed as deemed necessary
Next meeting Tuesday, March 14, 2023

* For individuals who wish to address the meeting subjects which are not a part of the agenda. The Commission will not act on items presented at this time but will refer them to staff for review, action, and/or recommendation for future meeting action.