



CITY COUNCIL REGULAR MEETING

Monday, August 07, 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. PRESENTATIONS

[A.](#) Pequot Lakes School District Safe Routes to School

7. 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.](#) July 6, 2023 Regular City Council Meeting Minutes

[B.](#) Approval of Claims in the Amount of \$163,837.61.

[C.](#) Resolution 10-2023 Donation to Breezy Point Police Department

8. NEW BUSINESS

[A.](#) Discussion on Cannabis Regulations

[B.](#) City Hall Architecture and Design Proposal

9. OLD BUSINESS

[A.](#) Rezoning Application 2023-001 and Disc Golf Course Parking Lot Design Discussion

[B.](#) Communications Policy

[C.](#) Special Event Permit

[D.](#) Rules of Conduct and Procedure

10. STAFF REPORTS

[A.](#) Buschmann Road Update

11. MAYOR AND CITY COUNCIL REPORTS

12. AGENDA FORECAST

13. ADJOURN TO AUGUST 15 BUDGET WORKSHOP AT 1:00PM

TO: Mayor and City Council
FROM: David Chanski, City Administrator
RE: Safe Routes to School Presentation
DATE: August 7, 2023



Pequot Lakes School District Superintendent Kurt Stumpf and Tad Erickson with the Region V Development Commission will present the District's new Safe Routes to School Plan.

**Breezy Point City Council
July 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. Roll Call was taken by City Administrator Chanski. Councilmembers present were Rebecca Ball and Michael Moroni. Staff present included Administrator/Clerk David Chanski, Assistant City Administrator Daniel Eick, Deputy Clerk Deb Runksmeier, Police Sergeant Josef Garcia, and Public Works Supervisor Joe Zierden. Also present was City Engineer Joe Dubel, Widseth. Councilmembers Steve Jensen and Brad Scott were absent. All present stood for the pledge of allegiance.

Approval/Amendment of the Agenda

MOTION MORONI/BALL TO APPROVE THE AGENDA AS PRESENTED. MOTION CARRIED 3-0

Open Forum

Jerry Schroden of Breezy Point Timeshare commented on June workshop minutes.

Consent Agenda

- A. June 5, 2023 Regular City Council Meeting Minutes
- B. June 26, 2023 City Council Workshop Minutes
- C. Approval of Claims Totaling \$98,338.75
- D. City Administrator Annual Review Summary
- E. Sewer Plan Irrigation Turbine Replacement
- F. State of Minnesota JPA Court Services Amendment

MOTION BALL/MORONI TO APPROVE THE CONSENT AGENDA, MOTION CARRIED 3-0

2022 Audit Report

Mary Reedy of Clifton Larson Allen presented summary of the 2022 audit.

MOTION MORONI/BALL TO ACCEPT 2022 AUDIT REPORT, MOTION CARRIED 3-0

Night to Unite

Mayor Zierden requested additional funds for Night to Unite event on August 1st.

MOTION MORONI/BALL TO ADD \$500 TO THE BUDGET FOR NIGHT TO UNITE AND SEND TO PARKS AND RECREATION COMMITTEE TO ALLOCATE, MOTION CARRIED 3-0

Board of Appeal & Equalization

The City Council considered Resolution 09-2023 which would transition the City to an open book format for appeals of property valuations. Per statutory requires, a public hearing was held on the proposed resolution. No comments were made.

MOTION MORONI/BALL TO APPROVE RESOLUTION 09-2023 FOR TRANSITION TO AN OPEN BOOK FORMAT FOR APPEALS OF PROPERTY VALUATIONS, MOTION CARRIED 3-0

Budget Workshop

During the June 6, 2023 City Council meeting, the City Council adopted the 2024 Budget Calendar with the exception of the budget kickoff workshop due to a conflict had by Councilmember Scott. The City Council discussed the date and time for this workshop.

MOTION MORONI/BALL TO SCHEDULE COUNCIL BUDGET WORKSHOP FOR AUGUST 1, 2023 AT 1:00 PM, MOTION CARRIED 3-0

Staff Updates

City Administrator Chanski talked about the Buschmann Road project open house on July 26. Planning Commission was moved to Wednesday July 12. Butterfly Release event on July 15. Another notice letter to go out for billing cycle schedule change.

Council Reports

Councilmember Moroni spoke about the Parks and Recreation Committee Master Plan discussion and signage for the parks. He requested that the City Council preapprove up to \$500 for signage.

MOTION MORONI/BALL TO APPROVE UP TO \$500 FOR THE PURCHASE OF PARK SIGNAGE, MOTION CARRIED 3-0

Councilmember Ball gave update on Fire District meeting.

City Administrator Chanski went over the Agenda Forecast for the August meeting.

Adjourn

MOTION MORONI/BALL TO ADJOURN THE MEETING, CARRIED 3-0

Meeting was adjourned at 9:43 p.m.

David Chanski, City Administrator/Clerk

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 071223PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Primary					
138601	07/12/23	Abdo Financial Solutions			
E 100-41900-300		Professional Svcs (GENE	\$1,107.50	473631	ACCOUNTING SERVICES - JUNE 2023
E 100-41900-301		Auditing and Acct g Servic	\$29,500.00	473631	2022 AUDIT PREP SERVICES
		Total	\$30,607.50		
138602	07/12/23	AT&T MOBILITY			
E 100-42100-321		Telephone	\$653.26	X07032023	PD CELL PHONES 5/26/23-6/25/23
		Total	\$653.26		
138603	07/12/23	B&H PHOTO-VIDEO			
E 100-41100-100		Compensation (GENERAL	\$4,584.02	214694992	PD SONY CAMERA & TRIPOD
		Total	\$4,584.02		
138604	07/12/23	BLAEDC			
E 200-46500-490		Donations	\$1,525.00	236	1ST HALF 2023 GOVERNMENT FUNDING
		Total	\$1,525.00		
138605	07/12/23	BREEZY POINT HARDWARE			
E 600-43250-220		Repair/Maint Supply (GEN	\$11.46	29612	SEWER POLY TEE & CLAMP
E 100-43000-200		General Operating (Suppli	\$9.99	29614	PW INSECT REPELLANT
E 100-43000-212		Motor Fuels	\$116.71	29617	PW FUEL
E 270-49010-200		General Operating (Suppli	\$19.46	29620	CEMETERY IRRIGATION HARDWARE
E 270-49010-200		General Operating (Suppli	\$17.98	29689	CEMETERY CLEANING SUPPLIES
E 270-49010-200		General Operating (Suppli	\$31.96	29692	CEMETERY CLEANING SUPPLIES
		Total	\$207.56		
138607	07/12/23	COMPENSATION CONSULTANTS LTD			
E 100-41900-313		Benefits Administration	\$50.00	JULY 2023	FSA/H.S.A. BENEFITS ADMINISTRATION - JULY 2023
E 100-41900-313		Benefits Administration	\$50.00	JUNE 2023	FSA/H.S.A. BENEFITS ADMINISTRATION - JUNE 2023
		Total	\$100.00		
138608	07/12/23	CULLIGAN			
E 100-42100-381		Combined Utilities	\$32.50	585187	PD WATER
		Total	\$32.50		
138609	07/12/23	DIGITAL HORIZONS LLC			
E 800-00000-430		Miscellaneous (GENERAL	\$1,161.60	2874	EARSET MICROPHONES INSTALL
		Total	\$1,161.60		
138610	07/12/23	FYLES SATELLITES INC.			
E 100-45100-300		Professional Svcs (GENE	\$340.00	9162	PARKS PORTABLE RESTROOMS 5/5/23-6/30/23
		Total	\$340.00		
138611	07/12/23	GARCIA, JOSEF E			
E 100-42100-200		General Operating (Suppli	\$140.82	063023	PD UPS SHIPPING REIMBURSEMENT
		Total	\$140.82		
138612	07/12/23	HEARTLAND ANIMAL RESCUE TEAM			
E 100-41900-306		Animal Control	\$333.87	06/2023	PD MONTHLY ADMIN FEE - JUNE 2023

CITY OF BREEZY POINT

*Check Detail Register©

Batch: 071223PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-41900-306		Animal Control	\$17.00	32798	PD ANIMAL CONTROL - JUNE 2023
E 100-41900-306		Animal Control	\$17.00	32810	PD ANIMAL CONTROL - JUNE 2023
		Total	\$367.87		
138613	07/12/23	LAKES AREA WILDLIFE CONTROL			
E 100-41900-306		Animal Control	\$550.00	14793	ANIMAL CONTROL - JUNE 2023
		Total	\$550.00		
138614	07/12/23	LAW ENFORCEMENT LABOR SERVICES			
G 100-21710		Other Deductions	\$202.50	JULY 2023	PD UNION DUES - JULY 2023
		Total	\$202.50		
138615	07/12/23	MARCO TECHNOLOGIES LLC			
E 100-41900-400		Equipment	\$201.16	505023416	CH COPIER LEASE 6/22/23 - 7/22/23
E 100-43000-200		General Operating (Suppli	\$50.29	505023416	PW COPIER LEASE 6/22/23 - 7/22/23
		Total	\$251.45		
138616	07/12/23	MENARDS- BAXTER			
E 270-49010-200		General Operating (Suppli	\$22.56	00219	CEMETERY GRANITE & STONE SEALER, GLOSS
E 270-49010-222		Landscaping	\$111.47	99897	CEMETERY IRRIGATION TEES, FITTINGS, PIPE
E 100-43000-200		General Operating (Suppli	\$5.98	99897	PW WATER
E 270-49010-222		Landscaping	\$33.67	99914	CEMETERY IRRIGATION CAP, DRIP REPAIR EXPANSION KIT
		Total	\$173.68		
138617	07/12/23	ON SYSTEMS INC			
E 600-43250-308		Software / IT Support	\$305.02	10251	IT SUPPORT - JULY
E 100-43000-308		Software / IT Support	\$183.02	10251	IT SUPPORT - JULY
E 100-41910-308		Software / IT Support	\$244.02	10251	IT SUPPORT - JULY
E 100-41900-308		Software / IT Support	\$610.05	10251	IT SUPPORT - JULY
E 100-42100-308		Software / IT Support	\$1,708.15	10251	IT SUPPORT - JULY
		Total	\$3,050.26		
138618	07/12/23	PEQUOT LAKES SANITATION			
E 100-42100-381		Combined Utilities	\$64.34	JULY 2023	TRASH SERVICE - JULY 2023
E 100-41900-381		Combined Utilities	\$96.70	JULY 2023	TRASH SERVICE - JULY 2023
E 100-41900-324		Recycling	\$40.00	JULY 2023	TRASH SERVICE - JULY 2023
		Total	\$201.04		
138619	07/12/23	PLACID LAKE ADVISORS			
E 100-41910-100		Compensation (GENERAL	\$4,432.50	JUNE 2023	PLANNING CONSULTING 5/31/23 - 6/23/23
		Total	\$4,432.50		
138620	07/12/23	PRATT, ROBERT C.			
E 100-43000-417		Uniforms	\$177.37	JUNE 2023	PW CLOTHING REIMBURSEMENT
		Total	\$177.37		
138621	07/12/23	PREMIER AUTO REPAIR			
E 100-42100-220		Repair/Maint Supply (GEN	\$100.20	40576	PD 2022 FORD EXPLORER TIRE MOUNT
		Total	\$100.20		

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 071223PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
138622	07/12/23	QUADIENT FINANCE USA, INC.			
E 100-41910-200		General Operating (Suppli	\$20.44	062723	POSTAGE LATE FEE & INTEREST
E 100-43000-200		General Operating (Suppli	\$5.66	062723	POSTAGE LATE FEE & INTEREST
E 600-43250-200		General Operating (Suppli	\$2.18	062723	POSTAGE LATE FEE & INTEREST
E 100-42100-200		General Operating (Suppli	\$12.61	062723	POSTAGE LATE FEE & INTEREST
E 100-41300-200		General Operating (Suppli	\$2.59	062723	POSTAGE LATE FEE & INTEREST
		Total	\$43.48		
138623	07/12/23	RATWIK ROSZAK & MALONEY PA			
E 100-41610-304		Legal/Prosecution Fees	\$527.00	MAY 2023	LEGAL FEES - MAY 2023
		Total	\$527.00		
138624	07/12/23	SADUSKY RENOVATIONS			
E 100-41910-309		Building Inspector	\$12,037.40	JUNE 2023	INSPECTION SERVICES - JUNE 2023
		Total	\$12,037.40		
138625	07/12/23	Sandell, Brian J.			
E 100-42100-208		Training and Education	\$104.54	062823	TRAINING MILEAGE REIMBURSEMENT
		Total	\$104.54		
138626	07/12/23	CHARTER COMMUNICATIONS			
E 100-42100-381		Combined Utilities	\$30.89	00122000702	PD CABLE TV 7/2/23-8/1/23
		Total	\$30.89		
138627	07/12/23	THURLOW HARDWARE & RENTAL			
E 100-43000-240		Small Tools/Minor Equipm	\$49.99	A159452	PW WAXER POLISHER
E 270-49010-222		Landscaping	\$39.52	B216386	CEMETERY HARDWARE
		Total	\$89.51		
138628	07/12/23	WSB			
E 401-41900-300		Professional Srvs (GENE	\$50,846.75	R-022038-00	BUSCHMANN RD & RANCHETTE DR RECONSTRUCT - MAY 23
		Total	\$50,846.75		
138629	07/12/23	XCEL ENERGY			
E 100-41900-381		Combined Utilities	\$61.59	JUNE 2023	8319 CR 11 NATURAL GAS 5/31-6/29/23
E 100-42100-381		Combined Utilities	\$41.01	JUNE 2023	PD 8361 CR 11 NATURAL GAS 5/31/23-6/29/23
		Total	\$102.60		
138630	07/19/23	BUTTERFLY MEMORIES			
E 270-49010-438		Event Exp	\$2,000.00	2023	250 BUTTERFLIES - 2023
		Total	\$2,000.00		
		10100	\$114,641.30		

CITY OF BREEZY POINT
***Check Detail Register©**
Batch: 071223PAY

Check # Check Date Vendor Name Amount Invoice Comment

Fund Summary

10100 Primary	
100 GENERAL FUND	\$58,512.67
200 ECONOMIC DEV AUTHORITY	\$1,525.00
270 CEMETERY Special Revenue Fund	\$2,276.62
401 Revolving Capital Fund	\$50,846.75
600 SEWER OPERATING FUND	\$318.66
800 Escrow Reserve Fund	\$1,161.60
	<hr/>
	\$114,641.30

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 072623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
10100 Primary					
138631	07/26/23	Anderson Brothers Constr Inc			
E 100-43000-224		Aggregate Material	\$184.80	111036	PW TOPSOIL
		Total	\$184.80		
138632	07/26/23	ARCTIC AIR			
E 100-41900-401		Maint Buildings	\$235.00	071423	CH REPAIR A/C
		Total	\$235.00		
138633	07/26/23	ASP INC			
E 100-42100-590		Capital Outlay	\$2,392.51	470272-IN	PD TRAINING GEAR - GRANT
		Total	\$2,392.51		
138634	07/26/23	B&H PHOTO-VIDEO			
E 100-42100-400		Equipment	\$87.20	214937462	PD LABEL PRINTER & LABELS
		Total	\$87.20		
138635	07/26/23	Best Oil Company			
E 100-43000-212		Motor Fuels	\$901.12	47459	PW #2 DYED DIESEL
E 100-43000-212		Motor Fuels	\$805.84	47515	PW #2 DYED DIESEL
		Total	\$1,706.96		
138636	07/26/23	BOBCAT OF BRAINERD			
E 600-43250-220		Repair/Maint Supply (GEN	\$86.46	45279	SEWER OIL, FILTER & HOSES
		Total	\$86.46		
138637	07/26/23	BOUND TREE MEDICAL LLC			
E 100-42100-200		General Operating (Suppli	\$84.70	85021719	PD DEFIB PADS
		Total	\$84.70		
138638	07/26/23	BREEZY POINT HARDWARE			
E 100-43000-220		Repair/Maint Supply (GEN	\$5.16	29700	PW FASTENERS
E 100-45100-210		Operating Supplies (GEN	\$26.15	29736	PARKS FUEL
E 600-43250-212		Motor Fuels	\$199.67	29758	SEWER FUEL
E 100-42100-200		General Operating (Suppli	\$9.99	29760	PD CELL PHONE CHARGER CABLE
E 270-49010-200		General Operating (Suppli	\$15.96	29780	CEMETERY GLASS SCRAPER & POLISH
E 100-43000-220		Repair/Maint Supply (GEN	\$4.99	29783	PW BLADE RAZOR
E 100-42100-200		General Operating (Suppli	\$13.98	29804	PD CAMERA BATTERY
E 100-45100-210		Operating Supplies (GEN	\$17.46	29819	PARKS SMALL TOOL & HARDWARE
E 100-45100-210		Operating Supplies (GEN	\$52.86	29820	PARKS FUEL
E 100-43000-212		Motor Fuels	\$21.49	29828	PW FUEL
E 100-43000-220		Repair/Maint Supply (GEN	\$24.96	29829	PW WASP SPRAY & CHAINSAW FILE
E 100-43000-212		Motor Fuels	\$110.77	29857	PW FUEL
		Total	\$503.44		
138639	07/26/23	CARLSON, JORY WADE			
E 600-43250-331		Travel Expenses / Mileage	\$45.85	070923	LIFTS MILEAGE REIMBURSEMENT
		Total	\$45.85		
138640	07/26/23	CHARTER COMMUNICATIONS			
E 100-42100-308		Software / IT Support	\$0.71	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23

CITY OF BREEZY POINT

*Check Detail Register©

Batch: 072623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-43000-200		General Operating (Suppli	\$56.00	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 600-43250-200		General Operating (Suppli	\$27.00	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 100-41910-200		General Operating (Suppli	\$0.42	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 100-41900-381		Combined Utilities	\$54.03	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 100-41300-200		General Operating (Suppli	\$1.40	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 100-41100-100		Compensation (GENERAL	\$0.42	JULY 2023	INTERNET SERVICE 7/8/23 - 8/7/23
E 100-42100-308		Software / IT Support	\$0.71	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 100-43000-200		General Operating (Suppli	\$56.00	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 600-43250-200		General Operating (Suppli	\$27.00	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 100-41910-200		General Operating (Suppli	\$0.42	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 100-41900-381		Combined Utilities	\$54.03	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 100-41300-200		General Operating (Suppli	\$1.40	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
E 100-41100-100		Compensation (GENERAL	\$0.42	JUNE 2023	INTERNET SERVICE 6/8/23 - 7/7/23
		Total	\$279.96		
138641	07/26/23	CLIFTONLARSONALLEN LLP			
E 100-41900-301		Auditing and Acct g Servic	\$848.36	3809936	FINAL BILLING 2022 AUDIT
E 600-43250-301		Auditing and Acct g Servic	\$199.62	3809936	FINAL BILLING 2022 AUDIT
		Total	\$1,047.98		
138643	07/26/23	CORBIN EXCAVATING INC			
E 100-43000-531		Dustcoating	\$29,331.60	D23067	DUSTCOATING APPLICATIONS
		Total	\$29,331.60		
138644	07/26/23	CROW WING CO TREASURER			
E 100-41910-302		E911 / Permit Exp	\$75.00	6250	E911 ADDRESSING PID 10080704, 10200670, 10170671
R 100-00000-34203		E911 Addressing	(\$60.00)	6250	E911 ADDRESSING PID 10210643 FRELANDER
		Total	\$15.00		
138645	07/26/23	Crow Wing Power			
E 100-42100-381		Combined Utilities	\$745.18	34120201 JU 8361 CO RD 11	
		Total	\$745.18		
138646	07/26/23	CTC			
E 100-43000-321		Telephone	\$28.70	21230567	PW PHONE SERVICE 7/12/23 - 8/11/23
E 100-41300-321		Telephone	\$206.24	21230567	CH PHONE SERVICE 7/12/23 - 8/11/23
E 100-42100-321		Telephone	\$469.66	21230567	PD PHONE SERVICE 7/12/23 - 8/11/23
		Total	\$704.60		
138647	07/26/23	David Chanski			
E 100-41300-433		Dues and Subscriptions	\$563.20	JULY 2023	ICMA MEMBERSHIP 2023
E 100-41300-208		Training and Education	\$407.80	JULY 2023	ICMA CONFERENCE AIR TRAVEL
E 100-41300-208		Training and Education	\$790.00	JULY 2023	ICMA CONFERENCE LODGING
		Total	\$1,761.00		
138648	07/26/23	FORUM COMMUNICATIONS COMPANY			
E 100-41910-351		Legal Notices Publishing	\$18.18	237645-1	CC MEETING CHANGE PUBLIC NOTICE 6/28/23
E 100-41910-351		Legal Notices Publishing	\$97.51	237649-1	PH NOTICE 6/28 & 7/5
		Total	\$115.69		

CITY OF BREEZY POINT
***Check Detail Register©**
Batch: 072623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
138649	07/26/23	FYLES SATELLITES INC.			
E 100-45100-300		Professional Svcs (GENE	\$490.00	9256	ADA HANDICAP RESTROOM RENTAL 5/16/23 - 7/11/23
E 270-49010-438		Event Exp	\$150.00	9308	CEMETERY RESTROOM RENTAL BUTTERFLY RELEASE
		Total	<u>\$640.00</u>		
138650	07/26/23	Gopher State One Call			
E 600-43250-332		Gopher One Locates	\$93.15	3060247	LOCATES
		Total	<u>\$93.15</u>		
138651	07/26/23	H&L MESABI INC			
E 100-43000-220		Repair/Maint Supply (GEN	\$203.23	42844	PW SKIDSTEER PARTS
		Total	<u>\$203.23</u>		
138653	07/26/23	LAKES PRINTING INC			
E 401-41900-300		Professional Svcs (GENE	\$254.86	216667	BUSCHMANN RD & RANCHETTE DR RECONSTR MAILER
E 270-49010-438		Event Exp	\$88.90	216668	BUTTERFLY RELEASE MEMORIAL POSTER
		Total	<u>\$343.76</u>		
138654	07/26/23	LEAGUE OF MINNESOTA CITIES			
E 100-41300-208		Training and Education	\$55.00	385751	MCMA DINNER @ 2023 ICMA CONFERENCE - D. CHANSKI
		Total	<u>\$55.00</u>		
138655	07/26/23	LMC - INSURANCE TRUST			
E 100-41900-160		Liability Insurance	\$500.00	8363	DEDUCTIBLE FOR LMCIT CLAIM #LMC GL 000000110623 FROM 9/14/18
		Total	<u>\$500.00</u>		
138656	07/26/23	MARCO TECHNOLOGIES LLC			
E 100-42100-400		Equipment	\$111.45	504680901	PD COPIER LEASE 6/17/23 - 7/17/23
E 100-42100-200		General Operating (Suppli	\$10.00	504680901	PD COPIER SUPPLY FREIGHT
		Total	<u>\$121.45</u>		
138657	07/26/23	MENARDS- BAXTER			
E 401-41300-590		Capital Outlay	\$393.25	1144	NIGHT TO UNITE GAS GRILL
		Total	<u>\$393.25</u>		
138658	07/26/23	MIDWEST MACHINERY CO			
E 100-43000-220		Repair/Maint Supply (GEN	\$227.07	9692117	LAWN MOWER PARTS
		Total	<u>\$227.07</u>		
138661	07/26/23	PAPER STORM			
E 100-42100-300		Professional Svcs (GENE	\$52.00	23025	PD SHREDDING SERVICE 7/13/23
		Total	<u>\$52.00</u>		
138662	07/26/23	PETTY CASH			
E 600-43250-331		Travel Expenses / Mileage	\$18.34	043023	4/29/23 & 4/30/23 LIFTS MILEAGE - JORY CARLSON
E 100-41300-208		Training and Education	\$20.00	05102023	DAVID & DANIEL CROSSLAKE MEETING LUNCH
E 600-43250-331		Travel Expenses / Mileage	\$18.34	051423	5/13/23 & 5/14/23 LIFTS MILEAGE - BOB PRATT

CITY OF BREEZY POINT

***Check Detail Register©**

Batch: 072623PAY

Check #	Check Date	Vendor Name	Amount	Invoice	Comment
E 100-42100-200		General Operating (Suppli	\$7.44	061323	PD POSTAGE
E 100-45100-222		Landscaping	\$28.47	061923	PARKS PERENNIALS
E 100-42100-401		Maint Buildings	\$25.00	062723	PSB GATE HINGE (IMPOUND)
		Total	\$117.59		
138663	07/26/23	PREMIER AUTO REPAIR			
E 100-42100-220		Repair/Maint Supply (GEN	\$20.05	40403	PD 2022 FOR EXPLORER TIRE REPAIR
		Total	\$20.05		
138665	07/26/23	QUADIENT LEASING USA, INC.			
E 600-43250-200		General Operating (Suppli	\$26.84	N10014191	POSTAGE MACHINE LEASE 8/3/23 - 11/2/23
E 100-41900-400		Equipment	\$107.38	N10014191	POSTAGE MACHINE LEASE 8/3/23 - 11/2/23
		Total	\$134.22		
138666	07/26/23	RATWIK ROSZAK & MALONEY PA			
E 100-41610-304		Legal/Prosecution Fees	\$539.48	74293	MISC LEGAL FEES - CC MEETING, EXPANSION OF NONCONFORMITIES JUNE 23
E 100-41610-304		Legal/Prosecution Fees	\$150.50	74293	LEGAL FEES - DETACHMENT PETITION JUNE 23
		Total	\$689.98		
138667	07/26/23	SPARROW CLEANING SERVICE			
E 100-42100-401		Maint Buildings	\$450.00	3629	PD OFFICE CLEANING - MAY (5 WEEKS)
E 100-41900-401		Maint Buildings	\$350.00	3630	CH OFFICE CLEANING - MAY (5 WEEKS)
E 100-42100-401		Maint Buildings	\$360.00	3633	PD OFFICE CLEANING - JUNE
E 100-41900-401		Maint Buildings	\$280.00	3634	CH OFFICE CLEANING - JUNE
		Total	\$1,440.00		
138668	07/26/23	TASC			
E 100-41900-313		Benefits Administration	\$467.68	IN2811487	ADMINISTRATION & RENEWAL FEE 9/1/23 - 8/31/24
		Total	\$467.68		
138669	07/26/23	TDS TELECOM			
E 100-42100-308		Software / IT Support	\$47.59	124060304 J	INTERNET 7/13/23 - 8/12/23
E 100-43000-308		Software / IT Support	\$5.10	124060304 J	INTERNET 7/13/23 - 8/12/23
E 600-43250-308		Software / IT Support	\$8.50	124060304 J	INTERNET 7/13/23 - 8/12/23
E 100-41900-308		Software / IT Support	\$17.00	124060304 J	INTERNET 7/13/23 - 8/12/23
E 100-41910-308		Software / IT Support	\$6.80	124060304 J	INTERNET 7/13/23 - 8/12/23
		Total	\$84.99		
138670	07/26/23	VERIZON WIRELESS			
E 100-43000-321		Telephone	\$99.84	9939263169	PW CELL PHONES 7/11/23 - 8/10/23
E 600-43250-321		Telephone	\$149.76	9939263169	SEWER CELL PHONES 7/11/23 - 8/10/23
		Total	\$249.60		
138671	07/26/23	ZIEGLER INC			
E 600-43250-220		Repair/Maint Supply (GEN	\$1,130.99	SI000353801	SEWER GENERATOR REPAIR
E 100-42100-401		Maint Buildings	\$2,904.37	SI000353806	PUBLIC SAFETY BLDG GENERATOR REPAIR
		Total	\$4,035.36		
		10100	\$49,196.31		

CITY OF BREEZY POINT
RESOLUTION 10-2023

A RESOLUTION ACCEPTING THE DONATION OF \$300.00 FROM TIMOTHY AND
MARGARET FLOR FOR THE CITY OF BREEZY POINT POLICE DEPARTMENT

WHEREAS, Timothy and Margaret Flor have donated \$300.00 to the City of Breezy Point Police Department.

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

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Angel Zierden: _____

Michael Moroni: _____

Adopted this 7th Day of August 2023

Mayor Angel Zierden

Attest:

David Chanski, City Administrator/Clerk

MARGARET M FLOR
TIMOTHY J FLOR
29777 SHOREVIEW LANE
PEQUOT LAKES, MN 56472

75-7336/2919

115

July 10, 2023
DATE

PAY TO THE
ORDER OF

Breezy Pt. Police Department Fund

\$ 300.00

Three hundred dollars + 00/100

DOLLARS



www.mmfcu.org

FOR

donation

Margaret M Flor

MP

291973360

308813219 00115

RECEIPT

CITY OF BREEZY POINT
8319 CO RD 11
BREEZY POINT, MN 56472
(218) 562-4441

22274

DATE 7/12/2023

RECEIVED FROM

Margaret + Timothy Flor

\$ 300.00

FOR

Donation - PD

DOLLARS

AMOUNT OF ACCOUNT		
THIS PAYMENT	300.00	
BALANCE DUE		

- CASH #115
- CHECK
- CREDIT CARD BY
- MONEY ORDER

DR

THANK YOU

TO: Mayor and City Council
FROM: David Chanski, City Administrator
RE: Discussion on Cannabis Regulations
DATE: August 7, 2023



Cannabis was legalized in Minnesota for recreational use including possession and growing effective August 1. However, the brand new Minnesota Office of Cannabis Management (OCM) is not expected to be up and running until early 2024, and the OCM is not expected to begin issuing licenses for the retail sale of cannabis until early 2025.

While the new law allows for the use of cannabis, cannabis is still prohibited:

- Where prohibited by the clean air act.
- While operating motor vehicles.
- Public or charter schools and school buses.
- State correctional facilities.
- In a location where the smoke or vapor may be inhaled by a minor.
- On federal property.
- If under 21 years old.

With the legalization of cannabis, there are some immediate steps the City Council should consider taking.

- 1) The City does not have an ordinance against the use of cannabis in public spaces. While “public space” can have a broad range of definitions, staff recommends enacting an ordinance that prohibits the possession of open containers and use of all forms of cannabis (edibles, smoke, vapor, etc.) on all public properties (including in public buildings), roads, and right-of-ways.
- 2) Even though it is not anticipated that the Office of Cannabis Management will begin licensing retailers until 2025, the OCM does have the authority to begin licensing retailers at whatever time they determine. As such, staff recommends implementing an interim ordinance placing a moratorium on the licensure and retail sale of cannabis in the City of Breezy Point through December 31, 2024.
- 3) Finally, while the law prohibits the use of cannabis by persons under the age of 21, there is no penalty in the law for such use. Therefore, staff recommends

implementing an ordinance that prohibits the use of cannabis by persons under the age of 21. The violation of such an ordinance would be considered a petty misdemeanor.

All three of these recommended actions require an amendment to the City Code.

Council Action

Staff recommends that the City Council direct staff to draft the appropriate ordinance amendments to:

- restrict the use of cannabis by persons under the age of 21
- place a moratorium on the licensure and retail sale of cannabis within the City of Breezy Point through December 31, 2024
- prohibit the use of cannabis on all public properties, roads, and right-of-ways

Such amendments will be considered by the City Council and receive a public hearing during the regular City Council meeting on Tuesday, September 5, 2023.

TO: Mayor and City Council
FROM: David Chanski, City Administrator
RE: City Hall Architecture and Design Proposal
DATE: August 7, 2023



Background

During a workshop on August 1, the City Council discussed next steps regarding City Hall after receiving a facility assessment report from Widseth in May. At the May workshop, the City Council stated that next steps would be to further consider Options 2 and 4 (remodel/expansion and new build respectively). However, the Council wanted to receive public input and see the financial analysis being conducted by BakerTilly before further discussion was had.

Starting on June 6, staff began to receive public input through a visual display that has been present in the entrance of City Hall, an open house that was held on June 14, and through the City Hall project page on the City’s website. The written input that has been received can be found in the attached. In addition to the attached written input, staff received even more verbal comment, over 95% of which was in favor of either a remodel or new building.

BakerTilly has also conducted their financial analysis, which was presented at the August 1 budget kickoff workshop and is attached.

City Hall Direction

Upon receiving the financial analysis from BakerTilly, the City Council held a very thorough discussion on the future of City Hall. Architect Mike Angland with Widseth also participated in the discussion. Ultimately, the City Council had consensus to take the next step in the process by moving into schematic design for a new city hall that contains increased office and dedicated council chambers with “add alternate” options for:

- Community Room
- Library
- Gymnasium
- Pool
- Fitness Center

The City Council also discussed options to repurpose City Hall, which will be investigated more as the City moves through the process.

Next Steps

The next step in the process as mentioned above is to move into schematic design, which will include:

- User group work sessions revising the programmatic information that was provided in the assessment while meeting with individual stakeholders.
- Develop a floor plan and site plan in order to establish a baseline for the design concept.
- Building code review that will identify the occupancy for the building, building construction type, exiting, minimum restroom and plumbing fixture counts and other items that will impact the overall design of the building.
- Development and review of the site and exterior design for this project which will include site access, parking, pavement maintenance, site lighting, site signage and exterior building materials.
- Discuss the expectations for building HVAC systems, controls, and plumbing.
- Discuss expectations for electrical systems, lighting fixtures, panel layout and circuitry and fire alarm system.
- Review design goals for security systems and audio-visual equipment.

Additionally, this “Phase II” will include an overall project cost estimate, including add alternate options, and anticipated project schedule.

Attached is a proposal from Widseth for \$28,800 for schematic design, which would be paid out of the Capital Fund if accepted by the City Council.

Council Action

Staff recommends that the City Council accept the attached proposal from Widseth for schematic design for a new city hall.

August 3, 2023

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



City of Breezy Point: City Hall Schematic Design Proposal

Dear Mr. Chanski and Members of the City Council,

Through the recently completed assessment of Breezy Point city hall, together we have developed a strong understanding of what are viable options in addressing the buildings current deficiencies. Through communications gathered at City Council meetings, workshops, and the public open house event, the message of a thorough remodel concept or a new city hall building has been well deliberated. Now that the concepts have been created and discussed, our team at Widseth is here to help the City of Breezy Point take the next steps in moving towards an improved city hall plan that meets your goals. At the August 1, 2023 City Council work session, a decision was made by the Council to move forward with planning of a City Hall Option 3, with add alternate options for a community room, library, gymnasium, pool, and fitness room.

Based on the feedback our team has collected, Widseth has developed a proposed project outline, which we believe can provide guidance thought he next steps of developing a design, cost estimating, and schedule projections to help the City with their project planning and approval process.

Next step, schematic design phase...

With the completion of the building assessment, we can confidently move beyond the need for a preliminary design phase and begin immediately with schematic design. The work that the City’s administration, City Council, and community has invested into this project is, in our opinion, rare. This effort will expedite the design process, which will ultimately conserve on time and design costs. Within this next phase, a greater level or detail will be developed and a produce a clear schematic plan for cost estimating and scheduling.

Project Scope of Services:

- Preliminary Design Phase (Not Required)
- Schematic Design Phase

1. Programming
 - a. In the city hall assessment, a thorough programming exercise was completed by the City of Breezy Point and a selection of design Option 3. This programming information has been attached to this proposal as Exhibit A for reference.
2. Schematic Design
 - a. User group work sessions revising the programmatic information that was provided in the assessment while meeting with individual stakeholders will be a beneficial tool in developing a more comprehensive and refined building plan, including requested add alternates.

- b. Based on the additional information intake, Widseth will develop a floor plan and site plan in order to establish a baseline for the design concept.
 - c. Building code review that will identify the occupancy for the building, building construction type, exiting, minimum restroom and plumbing fixture counts and other items that will impact the overall design of the building.
 - d. Development and review of the site and exterior design for this project which will include site access, parking, pavement maintenance, site lighting, site signage and exterior building materials.
 - e. The mechanical and electrical engineering narratives:
 - 1. Discuss the expectations for building HVAC systems, controls, and plumbing.
 - 2. Discuss expectations for electrical systems, lighting fixtures, panel layout and circuitry and fire alarm system.
 - 3. Review design goals for security systems and audio-visual equipment.
3. Project Cost
- a. Widseth will work with the City to establish an overall project cost for this project, as well as add alternate options. Widseth will work with local contractors to incorporate current and relevant pricing for construction, that reflects local labor availability, material pricing and availability and other key factors that are applicable to your area.
 - b. The project cost will provide the City with a comprehensive analysis of all costs for the project, which include the following:
 - 1. Soft costs: permits, A/E fees, insurance, etc.
 - 2. Construction costs.
 - 3. Owner provided furniture, fixtures, and equipment (FF&E)
 - 4. Contingency.
 - 5. Temporary office provisions.
4. Project Schedule
- a. Widseth and the City will review the anticipated project schedule, identify key milestones, and discuss opportunities to expedite construction to provide the best service to the community.
5. Deliverables
- a. Site design and property survey.
 - b. Building floor plans, exterior elevations, and preliminary building code review.
 - c. Mechanical and electrical design narratives.

Proposed Schedule

The following is a schedule outline for the proposed project:

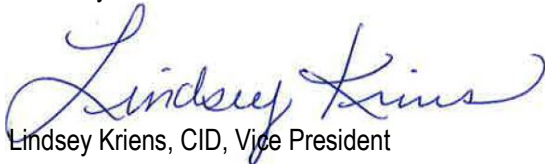
- September 2023
 - Kick off design meeting with City and Widseth and user group listening sessions. (1 meeting)
 - Development of schematic design (SD) and review with City. (1 meeting)
 - Refinement of SD package.
- October 2023
 - Development of project schedule and project budget and review with City. (1 meeting)
 - Present final SD deliverable to City Council. (1 meeting)
 - Upon approval of the SD deliverables, Widseth’s team would be available to begin the design development (DD).

- November 2023
 - Widseth anticipates the DD phase to run 3-4 weeks.
- December 2023
 - Upon the completion of the DD deliverables, Widseth's team would be available to being the construction documents (CD).
 - Widseth anticipates the CD phase to run 4-6 weeks.
- January 2024
 - Anticipated completion of CD documents.
 - Upon approval of the CD documents, commencement of bidding phase could be anticipated in January.
- February 2024
 - Potential project bid and award of contracts to construction team.

Proposed Fee

Widseth proposes the outlined schematic design scope of services and schedule for a fixed fee of \$28,800. If additional meetings are requested, our team will provide a time and cost estimate for your review. Our team is available to complete the listed scope of services on the schematic design phase and look forward to completing the other design phases as outlined in the proposed schedule. Please contact us if you have any questions or desire additional information.

Sincerely,



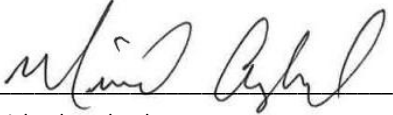
Lindsey Kriens, CID, Vice President

Cc: Michael Angland, AIA, LEED AP, Vice President

Exhibits:

- Exhibit A- Owner provided information.
- Exhibit B- City Hall design concepts.
- Exhibit C- Widseth general provisions.

Proposed by Widseth Smith Nolting & Assoc., Inc.



Michael Angland, AIA, LEED AP
Vice President
Widseth Smith Nolting & Assoc., Inc.

Accepted by The City of Breezy Point

The above proposal is satisfactory and Widseth is authorized to do the work as specified.

Name _____ Date _____

City Hall Priority Items

Staff Office Space

- 4-5 office spaces
 - City Administrator
 - Assistant City Administrator
 - Finance
 - Public Works
 - Extra/Future Staff
- 3-4 Cubicle Spaces
 - Deputy Clerk
 - Planning & Zoning
 - Building
 - Extra/Future Staff
- Staff Meeting Room
 - Space for 6-8 people
- Mail/Copy Room
 - Could be a cubicle space if necessary
- Mini-kitchen
 - Sink
 - Refrigerator
 - Microwave
 - Dishwasher

Council Chambers

- Dais
 - 5 council members
 - 4 staff members
- Seating for 35-40 people
 - Preferably fixed seating
- Council Meeting Room
 - Space for 10-12 people

Community Room

- Seating for at least 50 people
- Portable/foldable tables & chairs
- Kitchen space
 - Refrigerator
 - Microwave
 - Sink
 - Dishwasher
 - Stove/Oven

Library

- Seating for 6-8 people
- Shelving capacity for at least 5,000 books

Overall

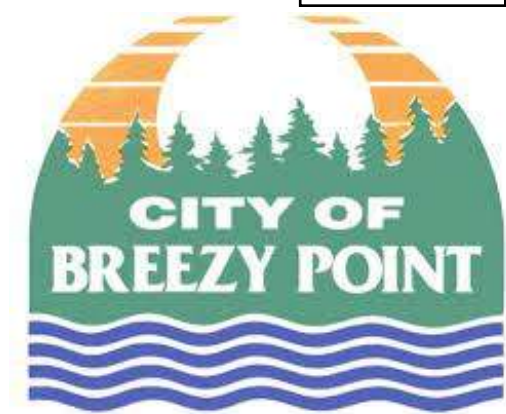
- Full electronic access control
 - Parking lot repave
 - Outdoor/parking lot lightning
 - Security cameras
 - Storage
 - Furniture & tech budget
-

Community Center (possible addition)

- Gym with walking track
- Exercise room
- Locker room
- Play area

No Community Center but Additional Park Space

- Pickle ball courts
- Community garden
- Greenspace
- New pavilion
- Splashpad
- Other



City of Breezy Point

City Hall Assessment And Study Presentation

May 15, 2023



WIDSETH

Breezy Point City Hall

Preliminary Design Options

Option 1 Facility Assessment Report Items (High, Medium, Low)

Option 2 Facility Assessment Report Items and Existing Building Remodel & Addition

Option 3 New City Hall Facility and Maintain Existing Building for Community Use

Option 4 New City Hall Building with Community Spaces

BUILDING PROGRAMMING

The Process

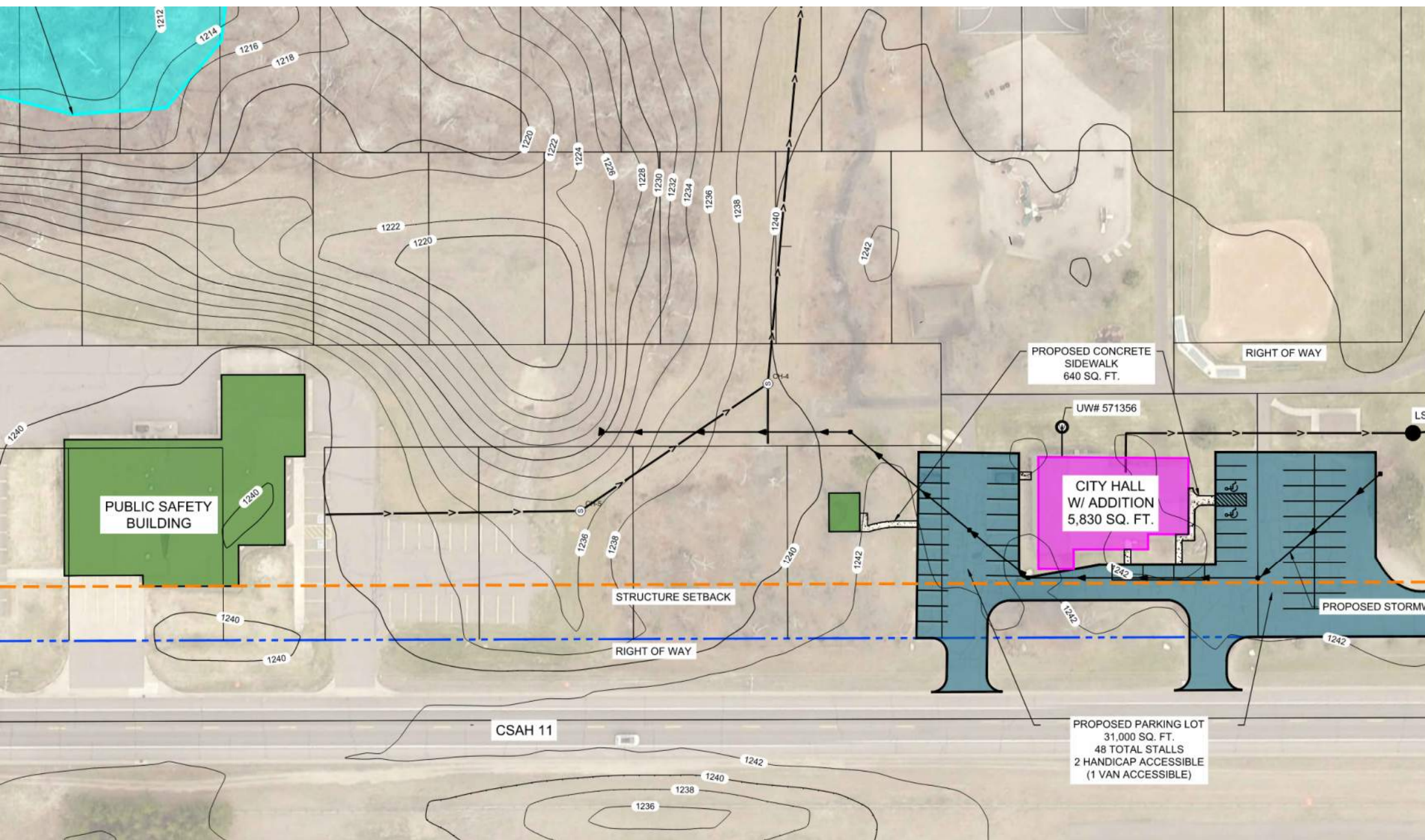
A building program review individual spaces throughout a building from a square footage perspective. This data is cross referenced with industry standards and then “right-sized” in an new space program.

- Department analysis
- Site tour
- User group meeting
- As-built drawings
- Existing space program
- Review of industry standards
- Proposed space program
- Preliminary site plan & floor plan
- Review feasibility of design solutions

	Count	Area	Program Department Total SF	Existing Department SF	Remarks	Note
Staff Office Space						
City Administrator	1	250	250	164	12.5' x 20'	
Assistant City Administrator	1	150	150	131	10'x15'	
Finance	1	150	150		10'x15'	
Pulic Works	1	150	150		10'x15'	
Future Staff	1	150	150		10'x15'	
Cubicle -Deputy Clerk	1	64	64	340	8'x8'	
Cubicle - Planning & Zoning	1	64	64	194	8'x8'	
Cubicle - Building	1	64	64	200	8'x8'	
Cubicle - Future Staff	1	64	64		8'x8'	
Staff Meeting Room	1	150	150		6-8 people	
Mail/Copy Room	1	80	80	108	Could be cubicle space	
Mini Kitchen	1	80	80		Sink, Ref, MW, DW	
Storage	1	120	120			
Additional Notes:						
Subtotal			1,536			
Area Modifier (15%) Circulation			230			
Area Grand Total (SF)			1,766	1,138		
Council Chambers						
Mayor	1	15	15		Dais	
Council Members	5	15	75		Dais	
Staff	4	15	60		Dais	
Public Seating	40	15	600		Prefer Fixed (35-40)	
Meeting Room	1	300	300		10-12 people	
Storage	1	120	120	142		
Additional Notes:						
Subtotal			1,155			
Area Modifier (15%) Circulation			173			
Area Grand Total (SF)			1,328	1,912		
Community Room						
Seating	50	15	750		At least 50 people	
Kitchen Space	1	150	150	224	Ref, MW, Sink, DW, Stove/Oven	
Storage	1	120	120	142	Tables & Chairs	
Additional Notes:						
Subtotal			1,020			
Area Modifier (15%) Circulation			153			
Area Grand Total (SF)			1,173	Not Available		
Library						
Seating	8	15	120		6-8 people	
Book Stacks	24	9	216		5,000 books; (24) 3' x 7'	
Storage	1	120	120		shelves	
Additional Notes:						
Subtotal			456			
Area Modifier (15%) Circulation			68			
Area Grand Total (SF)			524	140		
Circulation Space/ Public Space						
Mens Room	1	130	130	88		
Womens Room	1	130	130	88		
IT	1	80	80	82		
Corridor	1	134	134	134		
Corridor	1	127	127	127		
Vestibule	1	54	54	54		
Additional Notes:						
Subtotal			655			
Area Modifier (15%) Circulation			98			
Area Grand Total (SF)			753	655		

Option 1 and 2 Building and Site

In this option, the existing city hall structure would remain, with potential additions to the existing building and site improvements.

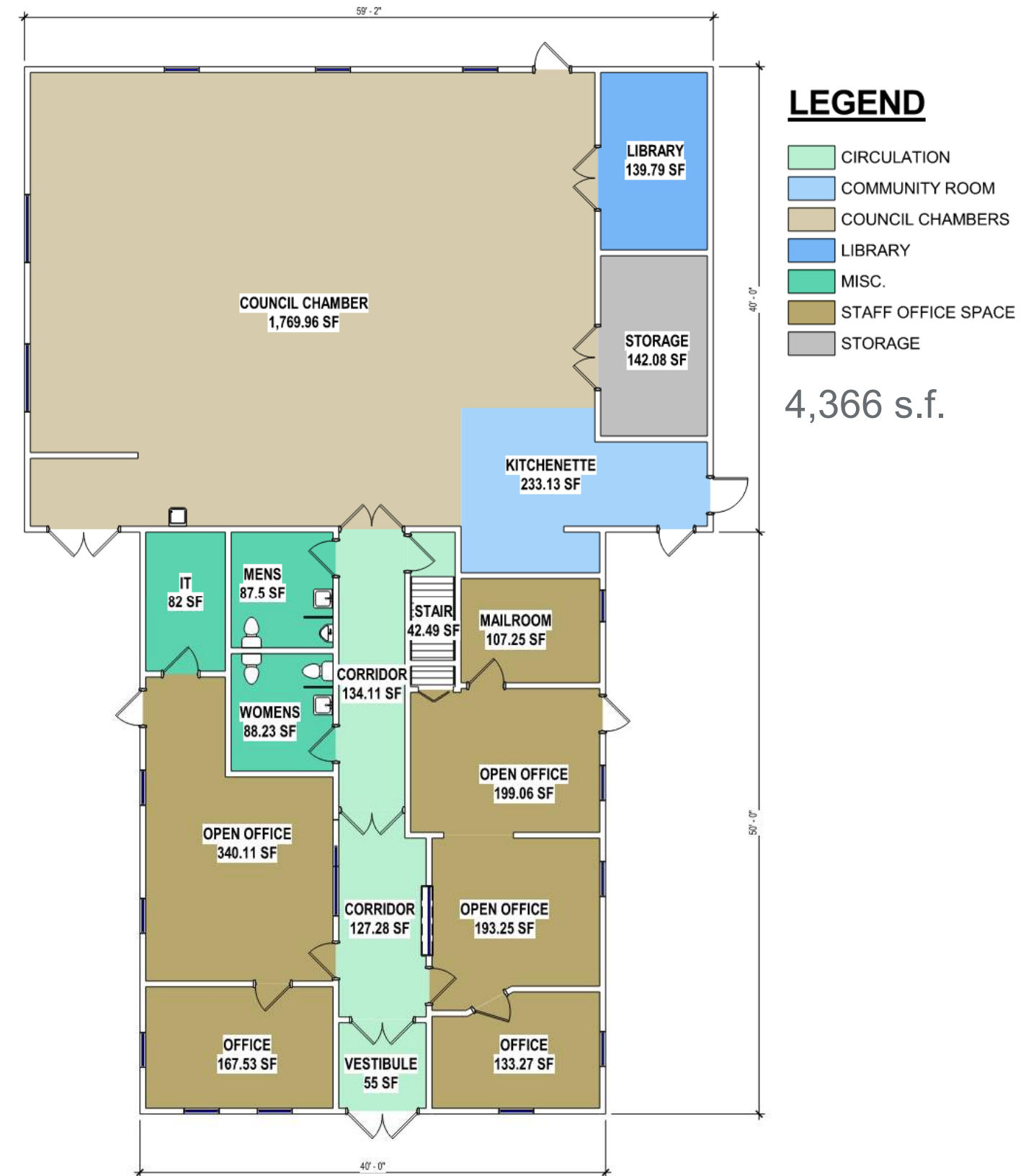


- Existing facility to remain.
- Temporary work space and public meeting space required.
- Consideration of remodel and addition to existing building.
- Improved pavement and striping.
- Improved site lighting.
- New signage.
- Consideration of heated sidewalks.

PRELIMINARY DESIGN

Option 1 Existing Plan

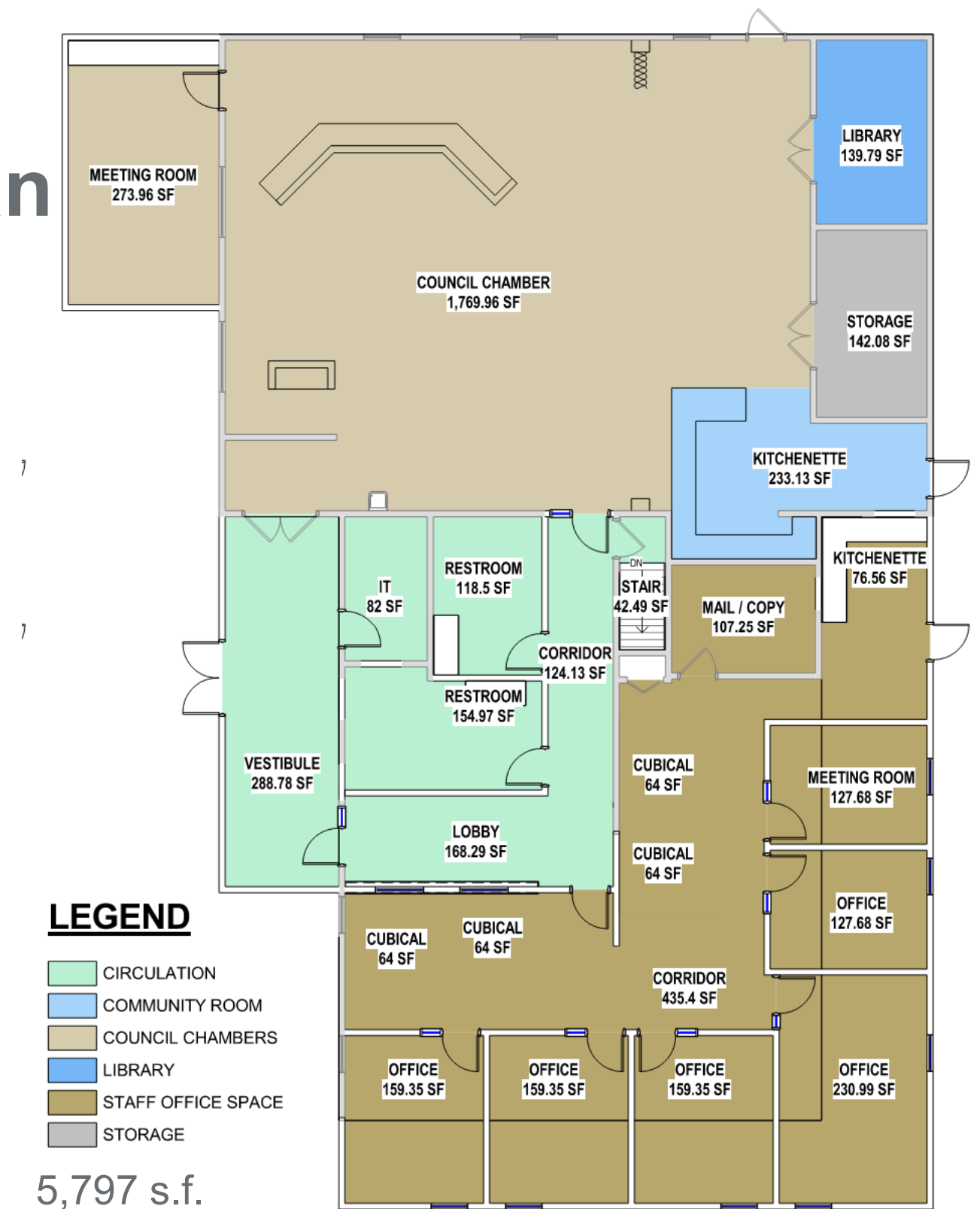
- No Secure Entry
- Antiquated Processes
- Undersized Spaces
- Underutilized Spaces
- Lack of Garage & Storage Space



PRELIMINARY DESIGN

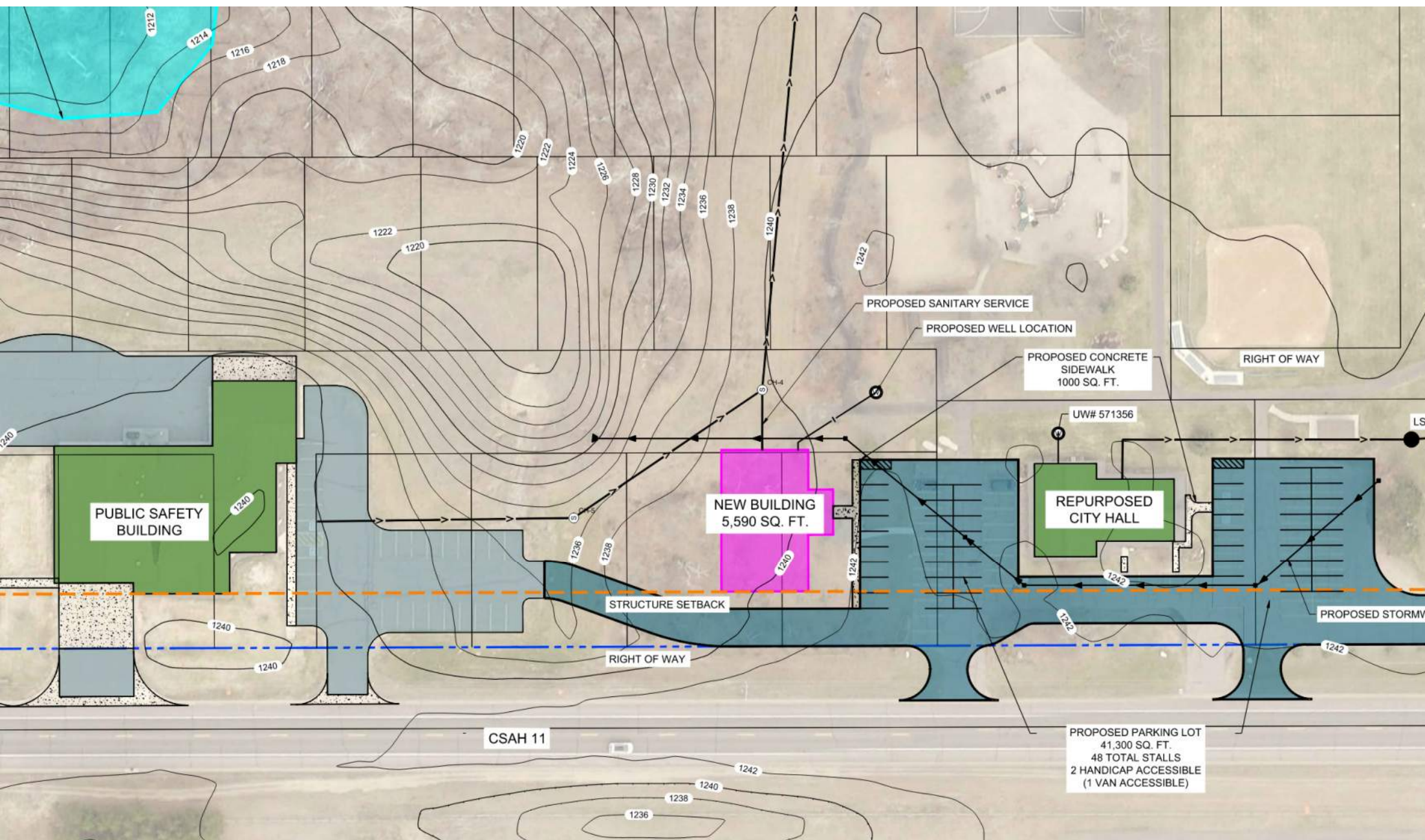
Option 2 Addition/ Remodel Plan

- Secure Entry
- Department Organization
- Right-sized Spaces
- Updated M/E services
- Site Upgrades



Option 3 Concept Site

In this option, the existing city hall structure would remain. A new facility would be built to the north, between the existing facility and the Public Safety building.

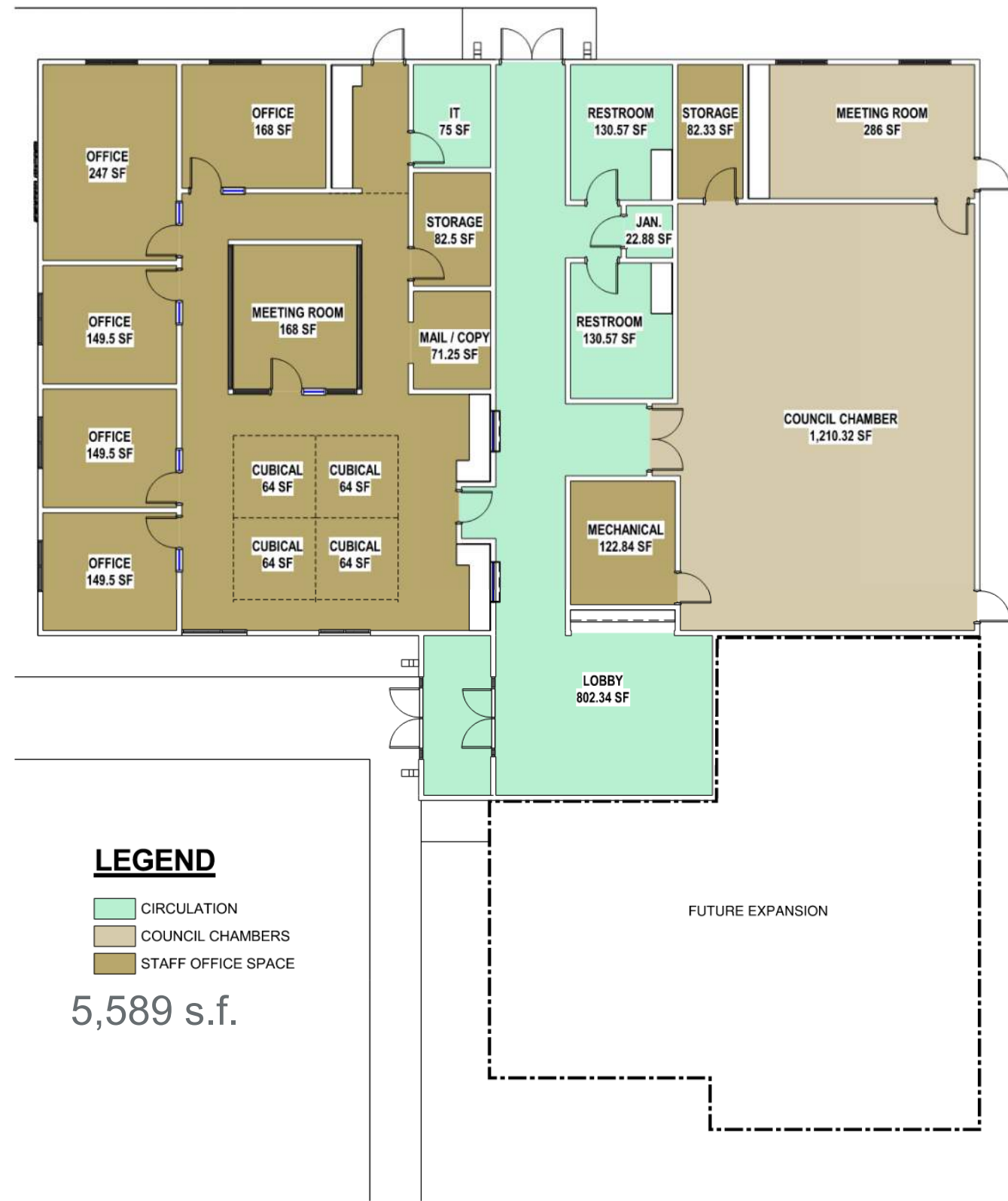


- Existing facility to remain
- Repurpose as community center space: library, community room and kitchenette.
- New facility to support City Government functions.
- Option for future growth and expansion on building.

PRELIMINARY DESIGN

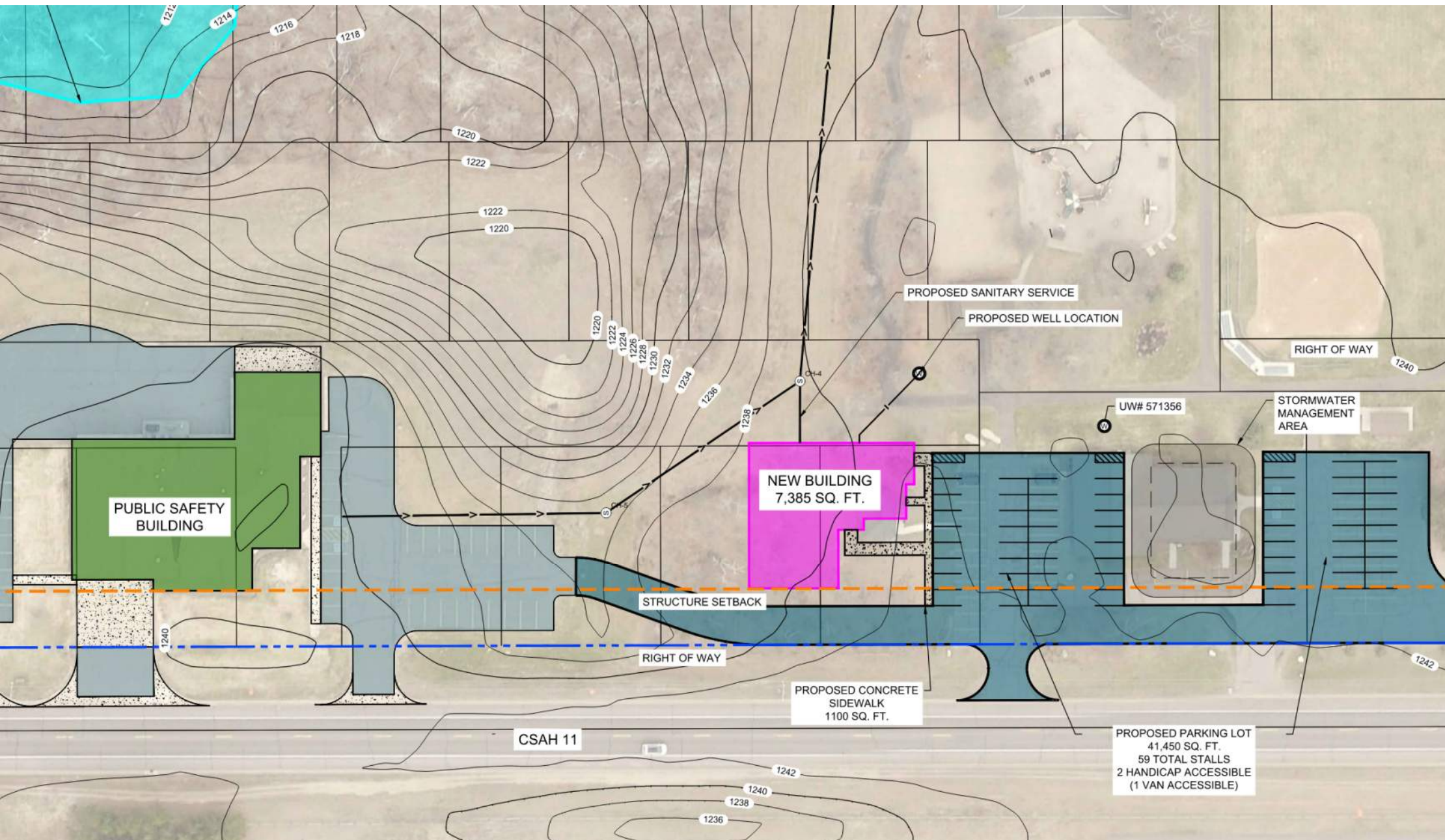
Option 3 New Building Plan

- Existing building to remain
- New City Hall constructed
- Future expansion
- City operations
- Efficient construction



Option 4 Concept Site

Option 4 would construct a new city hall facility with community accessed spaces within. Construction of this building could be completed and then the existing facility removed for site improvements.

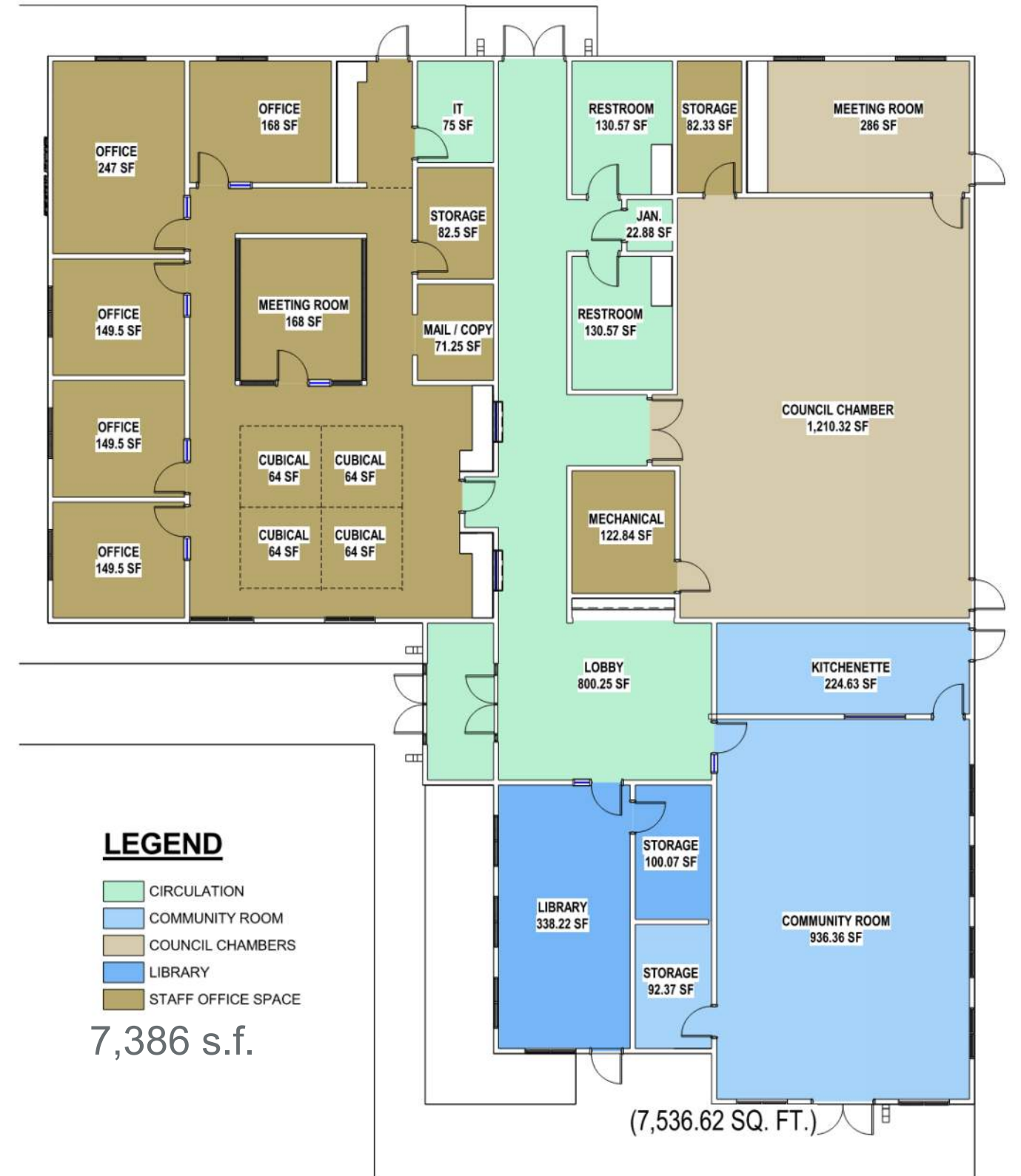


- Existing facility to remain during construction then demoed
- Site improvements and water retention.
- One new facility that supports community and city government functions.
- Future of community center expansion if desired.

PRELIMINARY DESIGN

Option 4 New Building Plan

- Existing building removed
- New City Hall Constructed
- Community focused amenities
- New site design
- Expansion of athletic facility



General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by who requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed WIDSETH's total fee received for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

**ARTICLE 25. PRE-LIEN NOTICE
PURSUANT TO THE AGREEMENT WIDSETH WILL BE
PERFORMING SERVICES IN CONNECTION WITH
IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT
WITH SUBCONSULTANTS OR SUBCONTRACTORS AS
APPROPRIATE TO FURNISH LABOR, SKILL AND/OR
MATERIALS IN THE PERFORMANCE OF THE WORK.
ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW
TO THE FOLLOWING NOTICE:**

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

City of Breezy Point, Minnesota-Preliminary Bond Runs-for Financing of City Hall and Buschmann Road

Updated Analysis for August 1, 2023 City Council Workshop

Dated: August 1, 2023

The City has been exploring renovation and/or new construction for potential City Hall expansion and initially provided four different scenarios with preliminary cost estimates for each as summarized below:

- Option 1: Renovation with cost of \$984,710.30 – round to \$1.0 million
- Option 2: Renovation plus with cost of \$1,946,691.36 – round to \$2.0 million
- Option 3: New building construction \$2,9152,244.80 – round to \$2.9 million
- Option 4: New building construction plus \$3,716,679.60 – round to \$3.7 million

For purposes of providing preliminary financial analysis as related to City financing for the improvements and for discussion at the May 16 City Council workshop, we provided two sets of structures and estimated property tax impacts for the City to consider based on:

- 1) Option 1: \$1.0 million Relating to Maintenance Only
- 2) Option 4: \$3.7 million for a new City hall + library and community room.

Following initial discussions with City Council on May 16, Council provided staff direction to focus on Options 2 and 4.

For purposes of providing updated analysis as related to Options 2 and 4, we have used the following assumptions:

- Dated: 6/1/2024
- Interest Payments: June 15 and December 15
- First Interest: June 15, 2025
- First Principal: December 15, 2025
- 15-Year amortization with level debt service
- Current AA/GO/Bank Qualified Rates +100 bps

As requested for purposes of the discussion, we are providing updated debt financing structures based on the following assumptions:

- 1) Annual City levy of \$230,000 available to pay debt service on new bonds
 - a. Levy maintained from previous GO bond
 - b. Since 2022 annual levy has been transferred to Capital Fund
 - c. May be redirected to finance city hall project
- 2) Annual City levy of \$342,000 for future street improvements
 - a. Remaining in capital projects fund
 - b. May be redirected to finance Buschmann Road project

City Hall Project Financing:

- Annual City levy of \$230,000
- Assumptions above
- 15-year term
- Net project costs of \$2,450,000

Assuming the estimated project costs of \$2.0M - \$3.47M, this levy is projected to support at minimum Option 2 (building remodel/expansion) for the proposed City Hall project.

Buschmann Road Project Financing

- Annual City levy of \$342,000
- Assumptions above
- 15-year term
- Net project costs of \$3,535,325

Additional \$500,000 in debt service comparison

1. With Current AA BQ Rates+100 bps (padding) as our interest rate assumption the increase was around \$45,000 per year.

Combined Projects Financing

- Annual City levy of \$572,000
- Assumptions above
- 15-year term
- Net project costs of \$5,818,540

Schedule of Events/Timing

1. Attached is a draft SOE (Excel Document) and timing for a bond transaction (Word Document). The word document is a condensed version showing the things the city would be involved in. An average transaction is around 10-12 weeks. We say around 7-8 weeks from Ordering to Pricing and another 3-4 weeks from Pricing to Closing.

Timing of Bonding Issuance

1. Closing (Receipt of Proceeds) before June 1, 2024-Since the first interest needs to be within a year of closing this would mean they would have the first interest payment on 12/15/2024. Since the taxes would not be collected by that point, they would need to either use Capitalized Interest (Bond Proceeds) or City Contribution (Cash) to make that payment.
2. Closing (Receipt of Proceeds) after June 1, 2024- If they have closing after June 1, 2024, they could have that first interest payment on June 15, 2025 which means they would have the 2024 taxes collected to pay for that.

Bonding versus Cash Payments

We anticipate additional discussion on issuing bonds versus using existing City funds (cash) to finance a portion of the project costs for both the City Hall and Buschmann Road projects. The discussion will be based on a variety of factors including type of project being financed, availability of funds, bonding authority and future capital needs. City staff is estimating it will have approximately \$4 million available funds at the end of 2023 with additional investment funds of \$5.5 million, of which \$1.5 million is currently sitting in money markets and could be liquidated. Another consideration is the City's fund balance policy (45%). The City started the year with 52.48% fund balance, exceeding current policy, which will likely result in additional funds (\$200k - \$300k) that could be transferred to the Capital Fund at the end of the year.

Supplemental Details:

Debt Limit Consideration:

We checked the City’s legal debt limit which is classified as Estimated Market Value*3%. Since the City does not have any outstanding debt that counts against the debt limit, they will meet this requirement with this issuance. Our Calculation is below.

Legal Debt Limit:	
2023 Estimated Market Value	\$776,061,600
3% Debt Limit	<u>3.00%</u>
Legal Debt Limit:	\$23,281,848

Bond Authority:

Initial bonding authority we have assumed would be Capital Improvement Plan (CIP) Bonds (MN Statutes, Section 475.521). There is a statutory limitation of annual debt service for all existing and proposed CIP debt that cannot exceed .016% of the estimated market value. The City does not have any outstanding CIP so they will meet this requirement. The preliminary calculation is below:

CIP Authority	
Maximum P+I (0.16%) of EMV	\$1,241,699
Option 1 Est. Max DS	\$102,212
Option 4 Est. Max DS	\$356,627

An additional detail we will need to confirm with bond counsel is if the “community room” under option 4 would be a qualifying project under the CIP authority or if another financing option (such as tax abatement) will need to be explored. By definition under CIP Authority, "capital improvement" means acquisition or betterment of public lands, buildings or other improvements for the purpose of a city hall, town hall, library, public safety facility, and public works facility. If not, we would have to explore other options.

\$5,955,000

City of Breezy Point, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2024

\$575,000 Levy/Year Capacity

Sources & Uses

Dated 06/01/2024 | Delivered 06/01/2024

Sources Of Funds

Par Amount of Bonds	\$5,955,000.00
Total Sources	\$5,955,000.00

Uses Of Funds

Deposit to Project Fund	5,818,540.00
Total Underwriter's Discount (1.200%)	71,460.00
Costs of Issuance	65,000.00
Total Uses	\$5,955,000.00

Name: Denise Simpson

Email: love the flying monkeys @
hotmail.com

Sticky Note #: N/A

Comment: I am concerned at
the cost of building a new
building & paying for a remodel
of the existing building. I can
see space is needed and a new
building would offer more space -
but I am for the remodel
of the existing building in hopes
of keeping the cost down for
property owners / property taxes.

Name: John D. Section 8, Item B.

Email: John @ deHybrothers
.com

Sticky Note #:

Comment:

This proposed
office is
absolutely
Rediculous

Name: GAIL ARNE

Email: gailarne@me.com

Sticky Note #:

Comment:

Let us see how it
works with the
previous work by
Widseth on Community
Center, & how that
would layout.
would like Comm. Center
gym, fitness center & pool
as priority

Name: JANE AHLSTROM

Email: JMAHLSTROM573@
GMAIL.COM

Sticky Note #:

Comment:

I FAVOR A NEW
BUILDING RATHER THAN
EXPANSION. IT WILL
MEET THE FUTURE NEEDS
OF THE COMMUNITY AS
IT EXPANDS.

Name:

Denise Olson

Email:

dolson2623@yahoo.com

Sticky Note #:

Comment:

Thank you!

Name:

Dave

Email:

Count for open

Sticky Note #:

House

Comment:

11

6/17/2023 – 1:25 AM

First Name: Anon
Last Name: Anon
Email: anon@gmail.com
Question/Comment: Put the money towards better road.

Name:

Susan S. Davis

Email:

sdavis@uslink.net

Sticky Note #:

4

Comment:

fr concerned
about having
enough space for
community meetings;
for ex:
1) office like group
(now meets at feed)
2) Gregg woman's club -
gills current area,
nearest approval is
Dona Hill.

Completed: Wed, 06/21/2023 - 4:29 PM

First Name: Tracy

Last Name: Kurten

Email: tracy.kurten@gmail.com

Question/Comment: City hall additions and updates seem to be the best fiscal option at this time knowing that it can be repurposed in the future. A new build does not seem necessary at this point in time, it's hard to justify the cost.

Name: BAKKEN

Email: bakkengary4@gmail.com

Sticky Note #:

Comment:

option 21 is by far the best



Name: GAIL ARNE

Email: gail.arne@gmail.com

Sticky Note #:

- Comment:
- * Please look into putting solar panels on the roof working with Crow Wing Power & Infrastructure
 - # for green energy ^{lower} energy ^{or} costs
 - * Must have a walking bike path (asphalt) running in front of all buildings along 11 to Breezy entrance.
 - * Design should connect the old building space + new building - MAKE GYM Fitness in old space
 - I'd love computers +

Internet access for community

Completed: Sat, 06/24/2023 - 9:25 PM

First Name: Jonathan

Last Name: Kurten

Email: kurtenj@gmail.com

Question/Comment: It appears that Breezy Point has undergone significant changes in recent years, and this trend is likely to continue with the increasing prevalence of remote work and artificial intelligence. Given the current economic challenges, it may be wise for the city to take a cautious approach and observe how these changes unfold over the next few years.

In the meantime, it may be a good idea to consider upgrading and expanding the existing building to meet the needs of city staff. This could provide a practical short-term solution, particularly if the building can be repurposed for community use in the future.

Name:

Scott Spencer

Email:

scottcaddy@icloud.com

Sticky Note #:

Comment:

Solar panels
wind power
"green building"



TO: Mayor and City Council
FROM: David Chanski, City Administrator
RE: Rezoning & Design of Disc Golf Course Parking Lot
DATE: August 7, 2023

On Tuesday, June 13, the Planning Commission voted unanimously to recommend that the City Council rezoning Lots 3-5, Whitebirch Sixteen (PIDs 10080926, 10080925, and 10080924) from R-2 (Medium Density Residential) to P (Public). These are the lots intended for use as a parking lot for the disc golf course expansion. The Commission also recommended that a 100 car parking lot is not conducive to the residential character of the surround neighborhood, and, therefore, should be reduced by at least half with the remaining space used for park amenities. Additionally, trees or foliage should be used to screen the parking lot from the road.

Attached to this memo is a survey of Lots 3-5, which was conducted by Widseth in July. While the original plan was for a 0.9 acre parking lot, this survey shows that the area available for use as a parking lot once all final grading has been completed is approximately 22,133 square feet or 0.5 acres.

In a best case scenario, the 0.5 acre parking lot shown in the survey can hold no more than 60 cars if it is paved and striped. However, the parking lot is planned to be gravel. Therefore, the effective capacity of the parking lot will be much less unless there is someone actively directing the parking of vehicles (which would likely only happen during planned events).

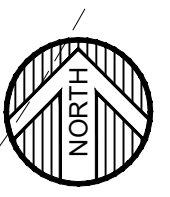
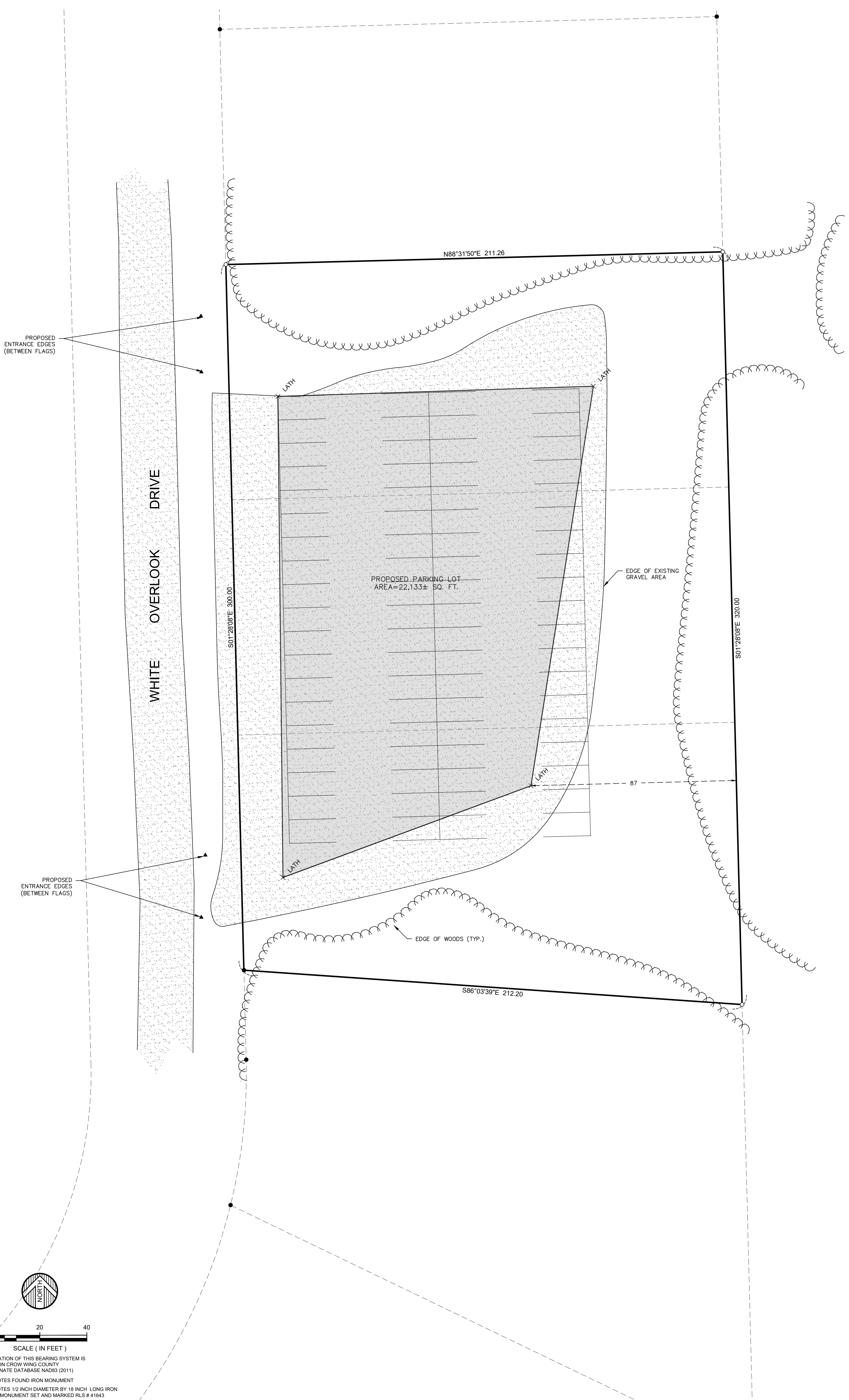
Additionally, as shown in the survey, the final form of the parking lot will not be as it currently sits but 20 feet from the property line (approximately 40 feet from the edge of the road).

Once the parking lot receives its final grading, staff agrees with the Planning Commission’s recommendation to install natural screening elements between the parking lot and the right-of-way.

Council Action

Staff recommends that the City Council accept the Planning Commission’s recommendation to rezone Lots 3-5, Whitebirch Sixteen from R-2 (Medium Density Residential) to P (Public). Additionally, staff recommends that the City Council approve a parking lot area of no greater than 0.5 acres and install natural screening elements between the parking lot and the right-of-way.

SKETCH



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON CROW WING COUNTY COORDINATE DATABASE NAD83 (2011)

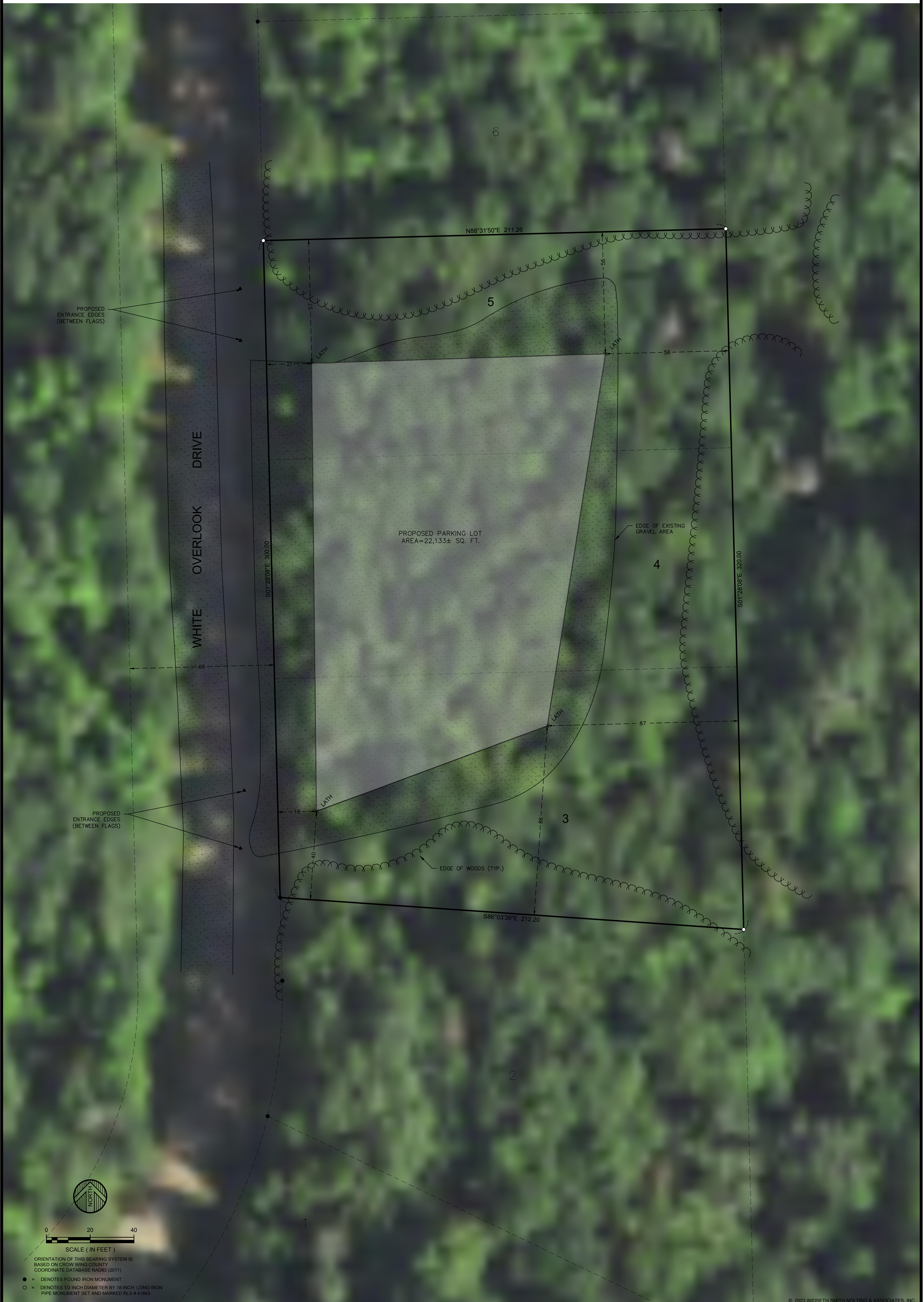
- = DENOTES FOUND IRON MONUMENT
- = DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41643

© 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	JULY 17, 2023	DATE:		AMENDMENTS:		BY:		PREPARED FOR:	CITY OF BREEZY POINT
SCALE:	AS SHOWN							I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
DRAWN BY:	JLV								
CHECKED BY:	CMC								
FILE NUMBER:	2023-10033							CHAD M. CONNER	DATE: 07/17/2023 LIC. NO. 41643

WIDSETH
 ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

SKETCH



SCALE (IN FEET)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON CROW WING COUNTY COORDINATE DATABASE NAD83 (2011)

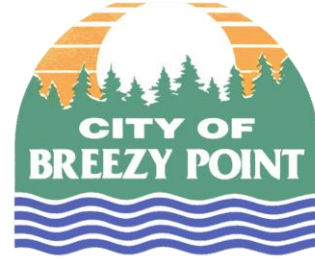
- - DENOTES FOUND IRON MONUMENT
- - DENOTES 1/2 INCH DIAMETER BY 18 INCH LONG IRON PIPE MONUMENT SET AND MARKED RLS # 41643

© 2023 WIDSETH SMITH NOLTING & ASSOCIATES, INC.

DATE:	JULY 17, 2023	DATE:		AMENDMENTS	BY:	PREPARED FOR:	CITY OF BREEZY POINT
SCALE:	AS SHOWN					I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA	
DRAWN BY:	JLV						
CHECKED BY:	CMC						
FILE NUMBER:	2023-10033					CHAD M. CONNER	DATE: 07/17/2023 LIC. NO. 41643



TO: David Chanski, City Administrator/Clerk
FROM: Daniel Eick, Assistant City Administrator
RE: City social media & communications policy
DATE: July 26, 2023



Summary

At the direction of the City Council staff has been working to develop various improvements to the City’s communications and planning processes. A critical part of that process is the development and implementation of a standard communications policy and its associated performance guidelines. A copy of the proposed City of Breezy Point Social Media & Communications Policy is included below.

Council Action

Staff is seeking Council approval of the attached City of Breezy Point Social Media & Communications Policy.



City of Breezy Point

The City of Breezy Point, Minnesota Social Media & Communications Policy

I. PURPOSE

The City of Breezy Point (the City) has an overriding interest in managing, approving, and supporting the proper use of public networking tools to enhance communications, streamline processes and foster productivity. This policy establishes the City’s position on the utility and management of media, both physical and digital, and provides guidance on its management, administration, and oversight.

To better address the fast-changing landscape of communications, and better publish information digitally and physically, the City recognizes the need and value of communications to enhance public participation, collaboration and information exchange. As such, the City will utilize physical and digital media to further the City’s strategic goals, promote its values, and provide customer service online where appropriate. Use of internet-based communications and social media websites by the City shall be for official City purposes only.

Guidelines outlined in this policy shall not be construed or interpreted in any way to infringe upon a person’s right to free speech under the Minnesota or United States Constitution.

II. DEFINITIONS

Social Media refers to the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or groups can create, organize, edit or comment, combine and share content. Social media uses many technologies and forms, including social-networking, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mashups, widgets, virtual worlds, microblogs, Really Simple Syndication (RSS) and more.

Physical Media refers to physical materials used to store or transmit information in communications used for the physical distribution of content to residents and customers. Examples of this include, without limitation, white papers, printed newsletters or fliers, electronic signage, tapes, compact discs, DVD’s, CD-Rom’s, portable hard disc’s, etc.

Digital Media/Signage consist of digital displays utilizing technology such as LCD, LED, projection, and e-paper to display digital images, video, web pages, data, or text.

Social Networks use technology to communicate, share information and encourage user engagement. Social media platforms have been identified as limited public forums where speech by certain group(s) or discussion of certain subject(s) is or can be held. Regulation of these platforms by the City shall be subject to all applicable State and Federal Government regulations.

Social Media Account means any registration, login credential, tool, forum, platform, website, or network that is created or maintained by a department or contracted service for the purpose of establishing or perpetuating a social media presence. Not all forms of social media may be appropriate for use by City departments, contracted services or programs and all accounts must obtain approval from the associated Departmental or City controlling entity.

Social Media Content includes any materials (physical or digital), documents, photographs, videos, graphics, and other information that is created, posted, distributed, or transmitted using social media internet sites or social media tools.

Posts are considered speech whether in a written message, picture, graphic, advertisement, notification, feed, stream, transmission, broadcast, podcast, video, instant message, text message, blog, microblog, status update, wall post, comment, and any and all other forms, means or attempts at collaboration or communication that is uploaded, posted to, or otherwise displayed on or transmitted by, any social media account or network.

Profile is the identification of the agency or person that manages or owns a social media account.

Hashtags (#) are short words or phrases used within a message to identify a keyword or topic of interest and facilitate a search for it. Hashtags are generally preceded by the pound sign (#) and are maintained by the associated social media platform.

Tag or Tagging someone or some business or organization means a link is created to that person's or organization's profile. The person/organization that is tagged in a post will be notified and the post may be added to the person's/organization's timeline or newsfeed.

III. SCOPE

The scope of this policy includes the use of social, physical, and digital media by The City as communications platforms and the acceptable use of said media by employees or contractors of the City when conducting business.

A. Goals for City Use of Social, Physical, and Digital Media

1. To provide City information to residents and businesses.
2. To enhance the City's communication efforts.
3. To serve as a source to build awareness, interest and quality of life in the City.
4. To provide rapid disbursement of supplemental emergency information to augment existing emergency information systems.
5. To attract the public to the City's website.
6. To attract the public to City services and events.
7. To disseminate concise and relevant information to City followers.

IV. ROLES & RESPONSIBILITIES

A. Roles

Authorized media users include City of Breezy Point personnel responsible for the use, administration, management, monitoring and/or retention of physical, social, and digital media related tools or websites and/or media content in the name of, or on behalf, of the City. These administrators include the City Administrator, the Chief of Police, and their designee(s).

B. Responsibility of Administrator/Designee(s)

1. The primary point of contact for the City in media related communications and

holds accountability for effective oversight, coordination, and management of information for assigned social, digital, and physical media.

2. Control access and maintain security for any related social media accounts or physical communications material (properly store documents, secure password maintenance, or deactivate social account access due to change in staffing where necessary).
3. Assign and regulate access to social media pages for other assigned designees and editors; limit social media account access to those with a clear business purpose, including, but not limited to, those authorized to post content on City social media accounts on behalf of the City.
4. Ensure that a Media Strategy Plan is submitted to the City Administrator's Office before any new communications strategy or tool is utilized by a department, program, service, or individual. Respond to all inquiries related to communications development or planning regarding new or current media.
5. Manage media related communications, such as adding or creating content and responding to inquiries where necessary. Informing the City Administrator or Chief of Police of concerns when appropriate.
6. Review active media, press, and account activity daily during normal business hours for exploitation or misuse.
7. Consolidate or delete social media accounts that are inactive or infrequently updated.
8. Monitor and measure social media, analyzing effectiveness and facilitating continuous improvements.
9. Attend available training and/or meetings regarding government communications.
10. Employ best practices for media and communications use by governments.
11. Collaborate with records management to ensure that the City is adhering to all applicable federal, state, county and City laws and regulations.

V. POLICY

A. General

1. All media is considered an extension of City communications and shall comply with related policies. The City website (<https://www.breezypointmn.gov/>) will remain the primary internet presence.
2. All use of social, physical, or digital media shall comply with all applicable federal, state, county and City laws, regulations, and policies. This includes adherence to, but will not be limited to, established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), Minnesota Government Data Practices Act, First Amendment, Americans with Disabilities Act (ADA), Health Insurance Portability and Accountability Act (HIPAA), privacy laws, and others as they apply to digital or physical media. This also includes City design and branding standards; policies relating to Information Technology and other relevant policies established by

the City; and norms of professional business communication.

3. All use of media shall directly support the City's strategic goals. The most appropriate use of social, physical, and digital media tools is as an informational channel to broadcast City messaging to the widest possible audience.
4. All use of social, physical, and digital media shall be directly approved by the appropriate administrator/designee(s) and shall not include information supporting, enacting, or providing a service for a non-government or private sector entity.
5. Any individual with access to City social media accounts shall:
 - a. Not use their social media account for personal use, to promote or reply to personal contacts or to provide personal information or opinions.
 - b. Keep all communication on social media professional and follow established policies regarding workplace professionalism.
 - c. Not place any City technology at risk due to use of social media.
 - d. Individuals with access to City social media accounts do not have an expectation of privacy regarding their use of City social media.

B. Use

1. The City Administrator, or an authorized designee(s), shall develop and implement relevant communication's Master Planning for all platforms as outlined in this document. Final approval for any new social, physical, or digital media planning is given to the Office of the City Administrator and is dependent upon said approval prior to execution.
2. The Office of the City Administrator and Chief of Police, or an authorized designee(s), will administer the City's official media accounts and responsibilities. Official City communications will be used for purposes of connecting, engaging, and informing the community to raise awareness of policy information, City business, accomplishments, events, programs, services, news, and updates, conduct community outreach and engagement, and disseminate time-sensitive and emergency alerts.
3. No official City media, whether digital or physical, shall be used as a political, charitable, religious, or fundraising platform including, but not limited to, campaigns and fundraising for election to public or private office or public or private ballot issues; general advertising/promotion of third-party businesses; or for lobbying. The City, however, reserves the right to post neutral information regarding upcoming relevant elections.
4. As a limited public forum, speech and opinions expressed on City social media platforms will be monitored during business hours and the City will only participate in conversations as appropriate. City account managers should be aware hiding and deleting posts may violate Federal free speech regulations. Any post edited, hidden, removed or otherwise moderated will be treated as a public record. Removal of content will cite the violation of policy or standard in writing and be logged.
5. Prior to posting on any social media site, each authorized employee shall sign an

acknowledgement of receipt of this policy indicating they have read and understand all policy provisions and agree to be bound by them as such.

C. Content

1. *All official City of Breezy Point Content Made by Authorized Users* will be used to share general information and increase public awareness of City policies, programs, services, news/updates, as well as serve as an immediate form of communication. All material shall be consistent with the City of Breezy Point's mission, vision, and values.
 - a. Types of acceptable information released by an official designee or City account, in a text, image or video format include, but are not limited to, information about a City-sponsored or endorsed program, service or event, policy decision/outcome, agenda summaries, general information or history about the City, public safety prevention and information, and alerts and/or notifications made on behalf of the City.
 - b. Unacceptable content includes information on litigation or claims that could be brought against the City; non-public information; personal, sensitive, or confidential information; and medical information that violates a persons' Health Insurance Portability and Accountability Act (HIPAA) protections. Additionally, content promoting, fostering or perpetuating discrimination on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, status with regard to public assistance, or military and veteran status or depicting profane, obscene, violent or pornographic content and/or language is in violation of this policy and subject to removal as such.
 - c. Display City branding on all material including official City logo/seal unless associated branding is already posted where the material is stored.
 - d. Display official website, address, contact number/information, and official email account on all material unless associated information is already posted where the material is stored.
 - e. Comply with accessibility requirements.
 - f. Content should be strategically crafted and mindful of those with mobile devices where possible.
 - g. Enhance the City of Breezy Point, while being professional and user friendly.
2. *Comments and Responses*
 - a. Comments and replies on City posts from the public are allowed and will be monitored by the aforementioned administrator or their designee for unacceptable content including defaming, harassing, threatening or otherwise violating the legal rights of others, including their privacy; misrepresenting one's person, background or character; posting any defamatory, infringing, obscene, false or unlawful material; selling, advertising or exchanging any

goods or services unless expressly allowed; statements/threats or calls for violence or attacks of sexual assault or sexual exploitation, including derogatory terms related to sexual activity; calling for self-injury suicide or harm of a specific person or group of people; posting any copyrighted material; and/or spam or bot-generated content; and those listed in Section V.C.4.

- b. Responses from the City to comments/replies from the public will be approved at the discretion of the City Administrator, Chief of Police, or their designee(s) but will only be provided in situations where a specific question is asked about a City related policy, program, service or event and there is specific response, or respond to correct an inaccuracy in a discussion and there is misinformation about a City policy, program, service or event.
- c. The City reserves the right to hide a comment or content in violation of unacceptable practices without prior notification should it violate this policy or relevant State or Federal Government regulations (see also Section VIII.A.).

3. *Sharing, Liking and Following*

- a. The City of Breezy Point reserves the right to like, share, retweet, or re-post content from another social media account. A like, share or re-tweet of content does not imply or denote an endorsement of that account or content.
- b. The City of Breezy Point social media accounts may like or follow official public local, county, state, and federal government agencies and/or businesses or non-profit agencies contracted to do business on behalf and in conjunction with the City, or as approved by the City Administrator or Chief of Police.

4. *Disclaimer of Guidelines*

- a. The City of Breezy Point social media accounts, where possible, as well as the City website, will have the following disclaimer of guidelines posted or provide a link to them:

Comments expressed on this page do not necessarily reflect the opinions and position of the City of Breezy Point, its Council, administration, officers, or employees.

The City of Breezy Point's use of social media is intended to be used for informational purposes only. If you wish to contact the City Council or Administration or to request City services, please visit the City's official website at <https://www.breezypointmn.gov/>.

Under Minnesota law, this is a public record. If you do not want your name, profile, comment and/or post released in response to a public-records request, do not post to this page.

The City of Breezy Point's Accounts are maintained and moderated by the Office of the City Administrator, Chief of Police, and their designee(s) during normal business hours to ensure that posted comments are constructive and

suitable for all readers while respecting a range of opinions and points of view.

Anyone posting comments contrary to the platform's Terms of Use may be prohibited from future participation. By participating, users agree to send and receive messages that are both proper and related to the posting, discussion, or forum topic.

The following actions are unacceptable practices: defaming, harassing, threatening, or otherwise violating the legal rights of others, including their privacy; misrepresenting one's person, background, or character; posting any defamatory, infringing, obscene, false, or unlawful material; selling, advertising, or exchanging any goods or services unless expressly allowed; statements / threats or calls for violence or attacks of sexual assault or sexual exploitation, including derogatory terms related to sexual activity; calling for self-injury or suicide of a specific person or group of people; posting any copyrighted material; and/or spam or bot-generated content.

The City does not endorse any content, viewpoint, product, or service linked from its social media sites and shall not be held liable for any losses caused by reliance on the accuracy, reliability, or timeliness of shared information. The City of Breezy Point reserves the right to hide a comment or content in violation of unacceptable practices without prior notification.

5. Security

- a. Authorized users should employ strong passwords that cannot be easily compromised.
- b. Account passwords should be periodically changed for security purposes.
- c. Authorized users of accounts should not share access with anyone other than another authorized user or administrator.
- d. Third-party applications may be used if it serves an appropriate and valid business purpose, adds to the user experience, and originates from a trusted source. A third-party application may be removed at any time if the City determines it causes or potentially contributes to a security breach, the spread of viruses, or is otherwise deemed inappropriate.
- e. All relevant State or federal record retention and security storage requirements for media both digital and physical media should be upheld where applicable.

D. Employee Guidance for Participating in Social Networking

The City of Breezy Point understands that social networking and internet services have become a common form of communication in the workplace and among stakeholders and citizens. Employees who choose to participate in social networks are doing so voluntarily and, as a City of Breezy Point employee, should adhere to current employee policies.

VI. EMERGENCIES AND EMERGING INCIDENTS

During emergencies or emerging incidents, all social, physical, and digital media content and posting

must be coordinated with the Office of the Chief of Police (and City Administrator where necessary) as part of its emergency support function. Pre-scheduled social media content should be unscheduled or removed. Depending on the incident, the City Administrator or their designee(s) may be directed by the Chief of Police, or a relevant Emergency Manager, to point to specific social or physical media accounts that will serve as the main source(s) of information. As incidents evolve over time, the City may need to change how social and physical media assets are used from strategic to tactical perspectives and reserves the right to alter communication strategies where required.

VII. Procedure

Account Establishment and Administration shall follow the below guidelines.

A. Establishment of an Additional Account on an Existing Social Media Platform

1. The City Administrator, Chief of Police, or their designee(s) can create additional account(s) and/or merge or delete existing social media platforms currently utilized by the City.

B. Establishment of a Social Media Account on a New Platform

1. The Office of the City Administrator and authorized users can review the City's social media needs. The Office of the City Administrator will determine if and when the addition of a social media platform is necessary based on perceived potential value, function, opportunity and relation to the communication strategy as approved by the City Administrator.
2. The City must be able to immediately edit or remove content from City social media sites that does not adhere to this policy. All passwords, usernames, or other information necessary for removal of content shall be provided to the Office of the City Administrator or Chief of Police at the time of creation of a social media site or account.
3. Only an officially authorized City of Breezy Point email address shall be associated with the account and profile.

C. Profile

1. Where possible, the social, physical, or digital media profiles linked to accounts or services should include a hyperlink back to <https://www.breezypointmn.gov/> for the purpose of providing additional information, resources, documents and other information pertaining to the City.
2. Where possible, the profile should clearly indicate that all contents and materials, physical or digital, are subject to public records laws.
3. Where possible, the profile should also include the disclaimer language listed previously in Section V.C.4 or contain a link originating on the City website clearly denoted as the above disclaimer.

D. Optional Training

Upon designation as a newly appointed City Communication's official, the Office of the City Administrator, Chief of Police, or designee(s) will provide training, if

requested, to the new user(s) on how to access relevant accounts and best practices for use in social, digital, or physical content creation, and branding.

VIII. PUBLIC RECORDS AND ARCHIVING

A. Preservation of Media Records

When the City produces social, digital, or physical media to conduct City business, it must preserve all documents and material related to the production as a public record, as it would any other public record. This includes preserving posts and comments made by the public in response to official posts.

1. Comments deemed inappropriate should be hidden, but not deleted, only when in violation of social media conduct guidelines. See Section V.C.2.c.
2. Archive/maintain all media content used in communications (e.g., comments, posts, images, videos, and physical materials as outlined above) in compliance with Minnesota's Public Records laws and applicable County or City policies.
3. Accounts that are archived.
 - a. All official City of Breezy Point social media accounts should be archived. Future accounts may be added at any time.
 - b. Social media accounts are by definition searchable history feeds, but archiving is necessary to maintain records of removed content, edited content and direct messages.
4. Accounts that are not archived:
 - a. Campaign accounts of those running for office or campaign account(s) of incumbents.
 - b. Personal accounts or emails of elected officials, employees, contractors, and officers.
 - c. Public pages and profiles that are followed or linked by official City of Breezy Point accounts.
5. Requests for public records related to content on City's social media accounts shall be made to the Office of the City Administrator.

IX. SECURITY OF SOCIAL NETWORK

The following strategies can minimize the risk of a security breach related to a City website or resource.

A. Protection Strategies

1. Follow best practice password guidelines when creating or changing passwords for social media platforms.
2. Never leave computer(s) unattended or unlocked when logged on to a social media account.
3. Only the City Administrator, Chief of Police, and their designee(s) should know login and password to social media account(s).

4. At least two people should have the login and password.
5. If user(s)/moderator(s) change, login and password should also change.

Even with these measures, sites are not immune from criminal attacks. One sign of intrusion is defacement, in which your webpage or resource is replaced with an attacker's message. Another indicator might be complaints of emails containing a virus or fraudulent messages coming from a City account.

B. Network Attack Protocol

If the security of any given City website, resource, or account has been compromised:

1. Contact the Office of the City Administrator and Chief of Police as soon as you notice a problem.
2. Change the login and password information for the account immediately if possible.
3. Acknowledge security breach to public followers if necessary to prevent further incidents. The City Administrator or Chief of Police will decide whether an acknowledgement is necessary and assist in developing a communications strategy.
4. Look for signs of damage or altered material and make necessary corrections.
5. Report incident to City Administrator's Office, Chief of Police, and IT Department or associated IT Contractor.

TO: David Chanski, City Administrator/Clerk
FROM: Daniel Eick, Assistant City Administrator
RE: City Special Event Permit
DATE: August 2, 2023

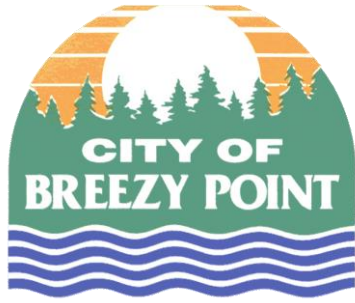


Summary

During the Regular City Council Meeting held on Monday, June 5, 2023, the City of Breezy Point City Council directed staff to develop and implement a Special Event Permitting process for use with City Parks and public land. A copy of the proposed City of Breezy Point Special Event Permit is included below.

Council Action

Staff is seeking Council approval of the attached City of Breezy Point Special Event Permit.



Associated Permit Number
112233445566778899

SPECIAL EVENTS PERMIT APPLICATION

Please attach a detailed site plan that shows the location of the event and any additional information as requested in this application. Payment of associated processing and permitting fees are due upon submission of this application. The City of Breezy Point reserves the right to deny or approve any and all event applications based upon the discretion of the City Council.

A.	Name of Business /Organization				
	Name of Event				
	Set up for the Event will Begin on	Date		Time	
	Event Date and Time	Date		Time	
	Break-Down will be Complete	Date		Time	
	Location for the Event				
	Estimated Number of Attendees				
	Estimated Number of Vendors				
	Organization Producing the Event				

B.	Name of Applicant				
	Business Address				
	City		State		Zip
	Phone		Fax		
	Email				

EVENT INFORMATION	
C.	Purpose of Event
	Description of Event

	Admission Prices/Donations	
--	----------------------------	--

D.	PARKING		
	Will off-site parking be provided?		
	<i>If yes, please provide the location and show on the site plan.</i>		

E.	FOOD & BEVERAGES			
	Will food be served at the event?			
	Will food be sold or given away?			
	Will there be food vendors?		If yes, how many?	
	Please show vendor location on the site plan.			
	<i>Applicants are responsible for obtaining necessary permits, temporary or otherwise, from associated state, county, or city authorizing entity when serving food and/or non-alcoholic beverages.</i>			
	<i>Event organizer must certify that each vendor has the necessary approvals mentioned above.</i>			

F.	MUSIC & LIVE PERFORMANCES			
	Will music be provided at your event?		If yes, how many sources?	
	What type?		What time?	
	Name of the providing company:			
	Will a stage be erected?			
	<i>Music and/or other amplified sound must comply with the City of Breezy Point Code of Ordinances.</i>			

G.	FIRE/EMS SERVICES		
	Are you requesting Fire/EMS services at your event?		
	If yes, provide dates & Times:		
<i>The applicant must make their request directly to the Breezy Point/Pequot Lakes Joint Fire District. The Fire Chief will make a final determination on the need and number of personnel required for the event.</i>			

H.	LAW ENFORCEMENT SERVICES		
	Are you requesting Law Enforcement services at your event?		
	If yes, provide dates & Times:		

Events that close roadways, restrict traffic, or are walks or runs may require these services. The applicant must make their request directly to the City of Breezy Point Police Department. The Chief of Police will make the final determination on the need and number of personnel required for the event.

PRIVATE SECURITY SERVICES	
I.	Will private security be provided for the event? What company, date, and time?
	Will crowd control be provided for the event? What company, date, and time?

EVENT CLEANUP, SANITATION, & RECYCLING	
J.	Will there be trash and recycling generated from this event?
	Who will be responsible for post event clean up?
	Will portable toilets be used at this event?
	If yes, who will be providing them?

STREET CLOSURES & TRAFFIC CONTROL			
K.	Will traffic control be required for this event?		
	If yes, please provide details on locations and expected equipment for deployment:		
	If yes, please provide information on expected length of service:	Start Date:	End Date:
	<i>If yes, please provide all locations, equipment, and expected closures on the site plan.</i>		
	<i>The City of Breezy Point reserves the right to modify or alter any details provided in this section to ensure public safety at the event and to maintain the associated permitted activities.</i>		

ELECTRICITY & POWER	
L.	Will electrical services or power be required for this event?
	Will electrical generators be utilized for this event?
	If yes, please provide the name of the company providing this service:

If yes, what type of equipment will be used?		Equipment amperage:	
--	--	---------------------	--

BUILDABLE STRUCTURES – TENTS/CANOPIES/BOOTHES/STAGES	
M. Will any buildable structures be required for this event?	
If yes, what size and how many?	
<i>If yes, please provide all locations, equipment, and size details on expected structures on the site plan.</i>	
<i>The applicant is responsible to ensure all tents, booths, or structures are built to necessary state, county, and city requirements. Please note, an inspection by the Fire Chief, Chief of Police, and or Building Inspector may be required to utilize event structures.</i>	

AMUSEMENT RIDES & CHILD ATTRACTIONS	
Will the event include amusement rides of children's games?	
If yes, what kind?	
N. Please provide the provider's name and phone number:	Phone Number:
<i>If yes, please provide all locations, equipment, and details on attractions on the site plan.</i>	
<i>The applicant is responsible to ensure all amusement rides and attractions are built to necessary state, county, and city requirements. Please note, an inspection by the Fire Chief, Chief of Police, and or Building Inspector may be required to utilize rides and attractions.</i>	

LIABILITY INSURANCE	
O. Name of insurance company:	
Contact Name:	Phone Number:

PROMOTION & ADVERTISING	
P. Is any promotion or advertising planned for this event?	
If yes, what kind?	
Will any signs or banners be utilized to promote this event?	
<i>If yes, please provide all locations, equipment, and details on planned banners or signs on the site plan.</i>	

SALE OF ITEMS & VENDORS	
Q. Will items be sold during this event?	

If yes, please provide names and contact information for vendors:	
<i>If yes, please provide the location of each vendor and show on the site plan.</i>	
<i>Verification of Minnesota State Sales Tax Number must be provided with this application for each vendor.</i>	

FIREWORKS & PYROTECHNICS				
R.	Will fireworks be a part of this event?			
	If yes, please provide a contact name and phone number for the provider:		Phone Number:	
	Where will the fireworks be staged?			
	How will the fireworks be stored?			
	What time will the display begin?			
	<i>The City of Breezy Point requires all fireworks and associated events acquire a fireworks permit. This permit is subject to review by the City Administrator's Office, City of Breezy Point Police, and the Breezy Point/Pequot Lakes Joint Fire District.</i>			

Please contact the City of Breezy Point if you have any questions or need assistance in completing this Application.

APPLICATION CERTIFICATION & WAIVER	
<p>I hereby certify that I have read this application and that all information contained herein is true and correct to the best of my knowledge, information, and belief. I agree to comply with all state, Crow Wing County and City of Breezy Point Ordinances and statutes and will abide by the general instructions stated in this application, along with the special conditions issued by the City of Breezy Point, in connection with the approval of the Permit contemplated herein. That I, and the organization on whose behalf I make this application if any, represent, stipulate, contract and agree that we will jointly, and severally defend, indemnify, save and hold the City of Breezy Point harmless from any and all claims, lawsuits, judgments, and liability of death, personal injury, bodily injury, or property damage arising directly or indirectly from the exercise of this Special Permit and performance of the Special Permit by Applicant, the organization represented by Applicant, its employees, subcontractors, or assigns, including acknowledges that he/she, together with any organization represented by Applicant, shall be solely responsible by complying with the terms of the Permit. I further understand that failure to comply with any of the provisions specified herein may result in immediate cancellation of this event by State, Crow Wing County or City of Breezy Point officials.</p>	
<p>_____</p> <p>Signature of Applicant or Authorized Officer/Agent Of Applicant</p>	<p>_____</p> <p>Date</p>

TO: Mayor and City Council
FROM: David Chanski, City Administrator
RE: Rules of Conduct and Procedure
DATE: August 7, 2023



In a workshop on June 26, the City Council discussed draft Rules of Conduct and Procedure for the City Council and all City committees, commissions, and boards. During that discussion, areas that were particularly discussed and staff received direction to review included:

- Agenda Development
 - o The City Council discussed setting the publication deadline for meeting agendas and packets as 5 calendar days before the scheduled meeting.
- Agenda Outline
 - o The City Council discussed that they would like to add an Agenda Forecast item at the end of each regular meeting for staff to share what matters are expected to be on the next meeting's agenda.
- Matters Not on the Agenda
 - o The City Council discussed adding language that would limit the City Council from taking action on items added to the agenda except in emergency situations.
- Abstentions
 - o The City Council discussed adding language that would allow councilmembers to abstain from a vote for perceived conflicts of interest in addition to bonafide conflicts of interest.
- Virtual Participation
 - o The City Council discussed adding a subdivision restricting virtual meeting participation to councilmembers and those formally on a meeting agenda.
- Code of Conduct
 - o The City Council requested that staff clarify the difference between "public" and "private" within the policy.
 - o The City Council requested that staff simplify and clarify conduct and communication with staff as well as make mention to the fact that the City has both unionized and non-unionized employees.

A redline version of the amended Rules of Conduct and Procedure is attached.

Council Action

Staff recommends that the City Council approve the attached Rules of Conduct and Procedure.

**CITY OF BREEZY POINT
RULES OF CONDUCT AND PROCEDURE
CITY COUNCIL AND CITY BOARDS/COMMITTEES/COMMISSIONS**

Section I: Preamble

Subd. 1 Purpose: These rules are designed to prescribe the manner in which the members of the City Council and all the City’s boards, commissions, and committees are to interact with one another, city staff, consultants, and the public. They acknowledge that it is essential that legislative bodies establish formal rules of conduct and procedure to enhance effective and democratic governance. Furthermore, they set the standard by which the public may interact with its governing body.

Subd. 2 Authority: The City Council is authorized to adopt rules of conduct and procedure pursuant to Minnesota Statute § 412.191.

Subd. 3 Applicability: These rules shall apply to committees of the City Council as well as all boards and commissions established by the City Council. “City Council” shall be substituted with “Committee,” “Commission” or “Board” as applicable. Additionally, “councilmembers” shall be substituted with “committee members” or “commission members” as applicable, and “mayor” shall be substituted with “presiding officer” or “chair” as applicable.

Subd. 4 Rights of Councilmembers: All councilmembers are equal and have the same rights to make motions; object to motions in a timely manner; participate in debate; have their votes counted; and speak, when recognized, free of interruption.

Subd. 5 Obligations of Councilmembers: Councilmembers are obligated to receive the recognition of the mayor before speaking, except as otherwise provided by these rules. No one has the right to speak at whim. Councilmembers are obligated to speak directly on the subject being considered and observe time limits for comment. Finally, councilmembers are obligated to address all remarks to the mayor, avoid personal attacks, and refrain from using any insulting or demeaning language or indecent or threatening behavior. Additionally, all councilmembers should:

- Fully participate in City Council meetings and other public forums while demonstrating respect, kindness, consideration, and courtesy to others.
- Prepare in advance of meetings and be familiar with issues on the agenda.
- Be respectful of other people’s time.
- Stay focused and act efficiently during public meetings.
- Serve as a model of leadership and civility to the community.
- Inspire public confidence in Breezy Point government.
- Demonstrate honesty and integrity in every action and statement.
- Participate in scheduled activities.

Section II: Meeting Governance

Subd. 1: Presiding Officer: The Mayor shall preside at all meetings of the City Council. In the absence of the mayor, the vice-mayor shall preside. The presiding officer shall have the power to preserve strict order and decorum at meetings, enforce the rules of procedure and determine without debate, subject to the final decision of the City Council on appeal, all questions of procedure and order. The presiding officer shall determine which member has the right to speak and may move matters to a vote once the officer has determined that all members have spoken. The presiding officer may determine whether a motion or proposed amendment is in order and may call members to order.

Subd. 2: Rights of the Presiding Officer: The presiding officer may speak on any question. The presiding officer should only make motions and second motions if no other councilmember offers a motion or seconds a motion.

Subd. 3: Appeals of the Presiding Officer’s Decisions: Any member of the City Council may appeal from a ruling of the presiding officer. If the appeal is seconded, the member may speak once solely on the matter at hand. The presiding officer may explain the ruling, but no other councilmember shall participate in the discussion. The ruling of the presiding officer shall be final.

Section III: Agenda

Subd. 1 Matters of Consideration: Matters for consideration by the City Council shall be submitted by members of the City Council and residents to the City Administrator or to the designated city staff member in the case of committee business.

Subd. 2 Agenda Development: An agenda of business for each regular and special meeting shall be prepared in the Office of the City Administrator or by the designated city staff member in the case of committees and all effort shall be made to deliver copies thereof to each councilmember within 5 calendar days of the meeting. In the case of special meetings or emergency meetings, an agenda may not be delivered within 5 calendar days of the meeting dependent on the circumstances of the meeting. In the case of special meetings or emergency meetings for the purpose of considering sensitive issues, an agenda shall be publicly posted per State Statute but agenda materials shall not be publicly posted until appropriate. copies thereof delivered to each councilmember as far in advance of the meeting as time for preparation will permit.

Subd. 3 Agenda Outline: At the hour appointed for the regular meeting of the City Council, the meeting shall be called to order by the presiding officer. If a quorum is present, the City Council shall then proceed with its business in the following order as applicable:

- Call to Order
- Role Call

- Approval/Amendment of the Agenda
- Public Forum
- Presentations (when applicable)
- Items of Public Interest (when applicable)
- Consent Agenda
- Items Removed from the Consent Agenda
- New Business
- Old Business
- Staff Reports
- Mayor and Council Reports
- Agenda Forecast
- Adjourn

Subd. 4 Alterations of Agenda Outline: The order of business may be altered by the presiding officer or by majority vote of the City Council at the time the agenda is approved/amended.

Subd. 5 Consent Agenda: Matters for approval by the City Council of a routine or non-controversial nature which need minimal deliberation shall be placed on the Consent Calendar. A motion to approve the Consent Calendar shall not be debated. Following a majority vote of the City Council, an item shall be removed from the Consent Calendar and placed upon the regular agenda for debate immediately following the Consent Calendar.

Subd. 6. Matters Not on the Agenda: Debate and discussion shall be limited to matters on the agenda, and the presiding officer shall ensure discussion and debate on any given matter is limited to the matter at hand. The City Council may consider matters not appearing on the agenda as normal business if such a matter is added to the agenda by majority vote of the City Council during the approval/amendment of the agenda. However, no formal action shall be taken on such matters with the exception of emergency matters or matters with time sensitive deadlines. Matters not on the agenda that are raised during the Staff Reports or Mayor and Council Reports sections of the agenda may be discussed but no action shall be taken. If an objection is raised by the mayor or a councilmember to discuss an item not appearing on the agenda during the Staff Reports or Mayor and Council Reports sections of the agenda, a vote shall be taken by the City Council to determine the appropriateness of further discussion of the matter at that time.

Section IV: Meeting Procedure

Subd. 1 Motions: All formal actions of the city council must be by motion. Councilmembers may make only one motion at a time.

Subd. 2 Consideration of Motions: All motions shall receive a second prior to debate on the motion being conducted. If the motion does not receive a second, it shall not be debated. Once a motion has been made and seconded, the presiding officer shall open the motion up for

debate. Any motion that does not directly address the matter at hand, shall be considered as out of order and shall not be debated or considered. Once debate has concluded, the presiding officer shall restate the motion and call for a vote on the issue. A motion shall be considered passed if it receives a majority vote of those present at the meeting, unless otherwise required by law.

Subd. 3 Objections to a Motion: A motion may be considered to be out of order if the motion does not directly address the matter at hand, has not been made at a proper time in the proper format, violates any applicable rules of law, ordinance, or city policy, including city policies on decorum and civility, or has been made for the purpose of unduly delaying the proceedings. If a councilmember objects to a motion for any of the above reasons, such an objection shall be made immediately following the motion and at no other time. Once an objection has been made, the presiding officer shall determine whether the motion is in order. Prior to making such a determination, the presiding officer shall, first, allow the objector to speak to the objection and, second, allow the maker of the motion speak to the concerns of the objector. No other councilmembers shall speak to the objection or the motion. Once the objector and the maker of the motion have spoken, the presiding officer shall make a determination whether the motion is in order. Motions considered out of order shall not be considered. The presiding officer's determination shall be considered final.

Subd. 4 Voting: The votes of the members on any motion shall be by voice vote unless the mayor or any councilmember requests that a roll call vote be taken. The presiding officer shall call for a roll call vote at the request of the City Clerk whenever a voice vote of the City Council is not clear as to the disposition of the action before the Council.

Subd. 5 Abstentions: A member may only abstain from a vote on a motion if the member has a bonafide or perceived conflict of interest. Such a conflict of interest shall be publicly stated prior to a vote being held. Such a conflict of interest shall be publicly stated prior to a vote being held. No member may be obligated to abstain for perceived conflicts of interest.

Subd. 6 Virtual Participation: Virtual participation in meetings shall be reserved for councilmembers, staff, and those formally on the meeting agenda.

Section V: Public Participation

Subd. 1 Times for Public Participation: Comments from the public are restricted to the public forum periods, noticed public hearings, and public comment periods as determined by the presiding officer or by majority vote of the City Council. City Council meetings are the forum for the City Council to conduct the city's business. While City Council meetings are open to the public pursuant to the Minnesota Open Meeting Law, they are not a forum for public expression. Members of the public are not allowed to participate in council discussion and debate without a specific invitation by the presiding officer. Members of the public shall not

applaud, engage in conversation, or engage in other behavior through words or actions that may disrupt the proceedings of council.

Subd. 2 Rules for Public Participation: Members of the public shall adhere to the following rules when addressing the City Council:

- Identify themselves and their address for the public record.
- Direct their remarks to the presiding officer.
- Abstain from the use of obscene, profane, or threatening language.
- Comments shall be kept within the time limit set by the presiding officer.
- Honor the role of the presiding officer in facilitating public participation.

Subd. 3 City Council Role in Public Participation: When receiving comments from the public, councilmembers shall adhere to the following guidelines:

- Actively listen to each speaker.
- Refrain from making comments approving or disapproving of any comments received.
- Refrain from debating comments with members of the public or amongst themselves.
- Members may ask follow-up/clarifying questions but shall refrain from issuing opinions or comments on any comments made by members of the public until the public hearing or public comment period has been closed.
- Honor the role of the presiding officer in facilitating public participation.

Subd. 4 Facilitation of Public Participation: The presiding officer shall facilitate all public participation. As such, the presiding officer may:

- Request that the public appoint a spokesperson when it appears that multiple speakers will speak on the same topic.
- Place a time limit on or defer the public comment period.
- Alter rules to meet legal requirements for public hearings as required by law.

Section VI: Code of Conduct

Subd. 1 Conduct In Public Meetings: In the context of city council meetings, committee meetings, and other such meetings of a public body~~public meeting~~, all members of the City Council, staff, and the public shall:

- Practice civility, professionalism and decorum in discussions and debate
Difficult questions, challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. This does not allow, however, councilmembers, members of the public, or staff to make belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threats will be tolerated. All councilmembers, members of the public, and staff should conduct themselves in a professional manner at all times.
- Be welcoming and treat others with care and gentleness

Speaking in front of a public body (whether as an elected official, committee member, staff, or a member of the public) can be a difficult experience for some people. Some issues the City Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that people are treated during public meetings can do a lot to make them relax or to push their emotions to a higher level of intensity. Deescalating a situation will lead to a more productive outcome for all involved and the community as whole.

- **Be an active listener**
It is disconcerting to speakers to have people not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time or gazing around the room gives the appearance of disinterest. Be aware of facial expressions, especially those that could be interpreted as "smirking," disbelief, anger or boredom.
- **Ask for clarification, but avoid debate and argument in public**
Only the presiding officer – not individual councilmembers, staff, or a member of the public – may interrupt a speaker during a presentation. However, a councilmember may ask the presiding officer to address the situation if the speaker is off the topic or exhibiting behavior or language the councilmember finds disturbing. If speakers become flustered or defensive by questions from the City Council, it is the responsibility of the presiding officer to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by councilmembers to members of the public testifying should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker. Councilmembers' personal opinions or inclinations about upcoming votes should not be revealed until after the public hearing or public comment period is closed.
- **Honor the role of the presiding officer in maintaining order**
It is the responsibility of the presiding officer to keep the comments of councilmembers on track during public meetings. Councilmembers should honor efforts by the presiding officer to focus discussion on current agenda items.
- **Avoid personal comments that could offend other Councilmembers or members of the public**
If a councilmember is personally offended by the remarks of another councilmember, the offended councilmember should note their concerns during the meeting, make notes of the actual words used, and request the other councilmember to justify or apologize for the language used. If a member of the public or staff is personally offended by the remarks of a councilmember or member of the public, the offended person should make note of their concerns and of the actual words used but should refrain from directly addressing the offense during the public meeting. The offended person should respectfully address the offense outside of the public meeting.
- **Demonstrate effective problem-solving approaches**
Councilmembers have a public stage to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.
- **Be punctual and keep comments relative to topics discussed**
Councilmembers have made a commitment to attend meetings and participate in discussions. Therefore, it is important that the councilmembers be punctual and that meetings start on time. It is equally important that discussions on issues be relative to the topic at hand to allow adequate time to fully discussed scheduled issues. Staff should also come prepared to answer questions and provide professional input. Members of the public should strive to arrive to meetings on time in order not to disrupt the meeting and, when provided the opportunity, adhere to the rules for public participation as set in Section V.

Subd. 2 Conduct In Private Encounters: When discussing issues pertaining to the City in the context of private encounters outside of city council meetings, committee meetings, and other such meetings of a public body, whether in an open/public setting or in a private setting, all members of the City Council, staff, and the public shall:

- **Continue respectful behavior in private**
The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.
- **Be aware of the insecurity of written notes, voicemail messages, e-mail, text messages, “tweets,” and social media**
Technology allows words written or said without much forethought to be distributed wide and far. Before recording or putting something in writing, consider:
 - Would you feel comfortable having this message sent to others?
 - How would you feel if a voicemail message was played on a speaker phone in a full office?
 - What would happen if this e-mail or text message was forwarded to others?
 - How would you feel if this comment, image, video, “tweet,” or social media post went “viral” for the world to see and read?
 - Written notes, voicemail messages, email and social media posts should be treated as potentially “public” communication. It is the responsibility of the City Council to be aware of and follow the City’s Data Practices Policy and the Minnesota Government Data Practices Act (“MGDPA”).
 - If the communication is between councilmembers, could this conversation or written exchange, including emails, text messages, and other forms of electronic communication violate Minnesota’s Open Meetings Law?
- **Acknowledge that even private conversations can have a public presence**
Elected officials, committee members, and City staff are always on display – their actions, mannerisms, and language are monitored by people around them that they may not know. Lunch table conversations will be eavesdropped upon, parking lot debates and arguments will be watched, and casual comments between individuals before and after public meetings noted. Before meetings are opened and after they are closed, councilmembers should avoid any pre- and post-meeting discussions amongst themselves, as such conversations could violate Minnesota’s Open Meetings Law, or at least be perceived as a violation.
- **Make no promises on behalf of the City**
Councilmembers, committee members, and staff will frequently be asked to explain a City Council or committee action or to give their opinion about an issue as they meet and talk with constituents in the community. It is inappropriate to overtly or implicitly promise City Council or committee action, or to promise City staff will do something specific (fix a pothole, remove a library book, plant new flowers, approve a license or permit, install a traffic sign, etc.).

Subd. 3 Conduct with Staff: When communicating with staff, all members of the City Council and the public shall:

- **Treat all staff as professionals**
Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior towards staff is not acceptable.
- **Limit contact to specific City staff**
Questions of City staff and/or requests for information should be directed to the City Administrator. The City Administrator may delegate the request to other members of staff as appropriate. However, the City Administrator shall be copied on all communication with other members of staff. Requests for follow-up

or directions to staff should be made through the City Administrator. Materials supplied to a councilmember in response to a request will be made available to all members of the City Council so that all have equal access to information.

- **Do not disrupt staff from their jobs**

~~City staff should not be disrupted while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.~~ As a matter of courtesy and effective time management, councilmembers and members of the public should schedule appointments with staff in advance.

- **Never publicly criticize a specific employee**

City staff are comprised of both union and non-union employees who have certain levels of protection under state and federal law. Concerns about the performance of a City employee should never be expressed in public, to the employee directly, or to the employee’s manager. Comments about staff performance should only be made to the City Administrator through private correspondence or conversation.

- **Do not get involved in administrative functions**

No member of the City Council or the public may attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits.

- **Limit requests for staff support**

Requests for additional staff support – even in high priority or emergency situations – should be made to the City Administrator who is responsible for allocating City resources in order to maintain a professional, well-run City government.

Subd. 4 Conduct Otherwise Not Listed: Conduct as described in subdivisions 1 through 3 is not an exhaustive list. Councilmembers, staff, and members of the public should always conduct themselves in a courteous and professional manner when interacting with each other whether in public or private. In addition to the aforementioned standards of conduct, all councilmembers, committee members, staff, consultants, suppliers, volunteers, customers, stakeholders, and members of the public shall conform to the City’s harassment and offensive policy and workplace violence policy is described in the City’s Personnel Policy.

Memorandum

To: **David Chanski, Daniel Eick**

From: **Johnny Ware, Paul Sandy - WSB**

Date: **July 26, 2023**

Re: **Reconstruction Study – Open House #1 Summary**
WSB Project No. 022038-000

I. Introduction

The purpose of this memo is to summarize the engagement activities that took place during the July 26, 2023 open house. The event included a meeting with residents of the City of Breezy Point and was the first open house of the reconstruction project.

The open house promotion included a mailed postcard to residents of the project area and a social media graphic that was posted on Facebook. (see **Appendix A**)

II. Open House

An open house was held on July 26, 2023, from 6 – 8 p.m. at the Breezy Point City Hall. The purpose of the meeting was to share evaluation alternatives with residents and solicit their feedback of the alternatives. In addition, the meeting was held to inform community members of the upcoming phases in the project development. The meeting followed a traditional open house format with informational boards (see **Appendix C**), opportunities to complete comment cards, and an aerial map of the project location for attendees to note comments or concerns with Post-it Notes.

A total of thirty-seven people signed in at the open house; some attendees opted not to sign-in. It's estimated that approximately 50-55 people attended the meeting. Based on staff discussions, most meeting attendees lived, owned property close to, or utilizes the study corridor regularly. Residents also participated in a survey focused on Buschmann Road improvements.

1. Surveys & Comment Cards

A survey specific to Buschmann Road reconstruction improvements and comment cards were available and dispersed throughout the room for attendees to share their thoughts or concerns. Returned surveys and comment cards were reviewed and compiled in **Appendix D**. The survey (shown in **Appendix A**) provided at the open house was extended to the project website for those who were unable to attend the open house. The City of Breezy Point will be collecting surveys until Friday, August 4.

2. Map Comments

An aerial map with the study corridor identified was displayed for attendees to provide location-specific comments or concerns. Attendees provided feedback via Post-it Notes. See **Appendix E** for comments received.

Appendix A: Open House Advertising

Image 1 – Social Media Graphic

Buschmann Road and Ranchette Drive Reconstruction Project

Open House

Wednesday, July 26th
6-8p.m.

Breezy Point City Hall | 8319 County Road 11, Breezy Point, MN 56472

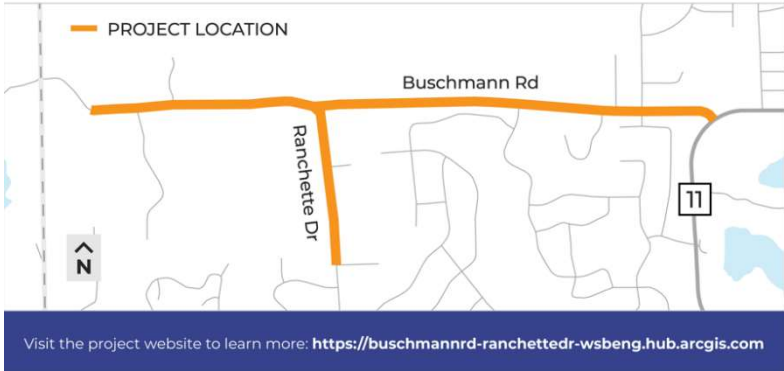




Image 1 – Postcard, front

Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #1

Buschmann Road serves as an important east/west travel connector from the City of Breezy Point to the City of Pequot Lakes. The City of Breezy Point intends to reconstruct Buschmann Road and its intersection with Ranchette Drive to a supported local standard. The project aims to improve the safety and mobility of vehicles, pedestrians, and bicyclists utilizing this high-volume corridor. This open house is designed to be a free flowing discussion, so there will be no formal presentation. Come any time between 6pm and 8pm, review road design alternatives, and interact with City staff, elected officials, and consultants. We want to hear from you!

IN-PERSON OPEN HOUSE

Date: Wednesday, July 26th
6-8p.m.

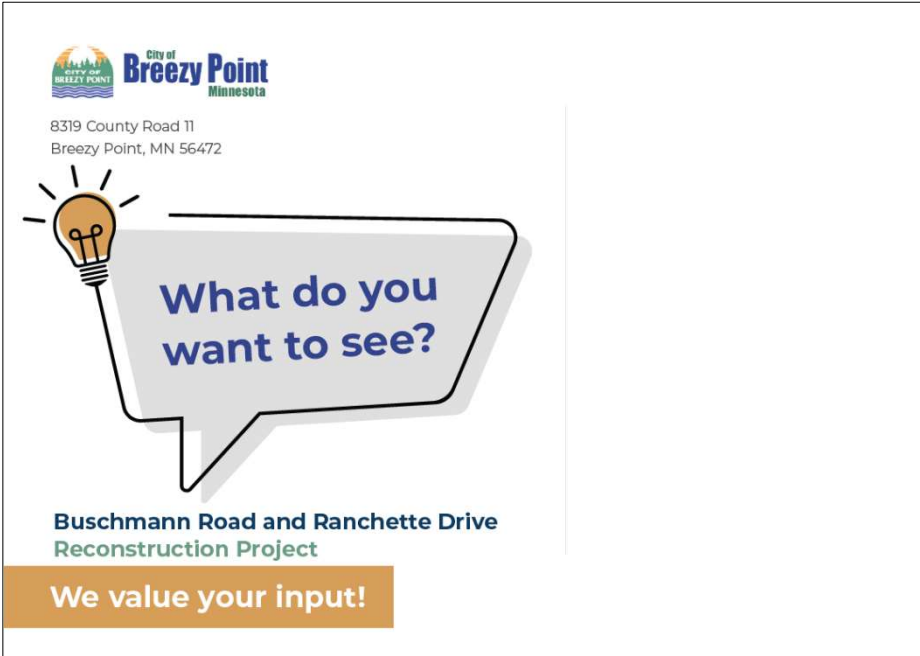
Location: Breezy Point City Hall
8319 County Road 11
Breezy Point, MN 56472

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

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

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

Image 2 – Postcard, back



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

Image 4 – Survey



Buschmann Road and Ranchette Drive Reconstruction Project

SURVEY

1. What would you suggest the speed limit be on Buschmann Road?

- a. 30 MPH
- b. 40 MPH
- c. 45 MPH
- d. > 45 MPH

Comments:

2. Please guess the number of vehicles per day that use Buschmann Road.

- a. 0-250
- b. 251-520
- c. 521-675
- d. > 675

Comments:

3. Are you concerned about the condition of the road?

- a. Yes
- b. No

Comments:

4. What would you rate the condition of Buschmann Road?

Bad Good

1 2 3 4 5 6 7 8 9 10

Comments:

5. Are you concerned about heavy truck traffic on Buschmann Road?

- a. Yes
- b. No

Comments:

6. Are you concerned about passenger vehicle traffic on Buschmann Road?

- a. Yes
- b. No

Comments:

7. Are you concerned about pedestrian traffic on Buschmann Road?

- a. Yes
- b. No

Comments:



Buschmann Road and Ranchette Drive Reconstruction Project Survey

8. Have you witnessed accidents/near misses on Buschmann Road?

- a. Yes
b. No

Comments:
[Blank lines for text entry]

9. When would you expect this road to be built?

- a. 2 Years
b. 3 Years
c. 4 Years
d. Undecided

Comments:
[Blank lines for text entry]

10. Would you like to see Buschmann Road a major community collector road moving forward?

- a. Yes
b. No

Comments:
[Blank lines for text entry]

11. Are you a landowner on Buschmann Road?

- a. Yes
b. No

Address (if you want to disclose or appreciate follow up):
[Blank lines for text entry]

Comments:
[Blank lines for text entry]

12. Have you used Buschmann Road as a biking/walking trail? If no, is there a reason why you would not consider walking or biking on Buschmann Road?

- a. Yes
b. No

Comments:
[Blank lines for text entry]

13. How often do you travel on Buschmann Road?

- a. Every day
b. Twice a week
c. Once a week
d. Rarely

Comments:
[Blank lines for text entry]

14. Do you find yourself going over the speed limit on Buschmann Road?

- a. Yes
b. No

Comments:
[Blank lines for text entry]

15. Have you had issues with sight distance, deer, or other animals on Buschmann Road?

- a. Yes
b. No

Comments:
[Blank lines for text entry]

Appendix B: Open House Sign-In Sheets

Buschmann Road & Ranchette Drive

Open House



Name	Address	Phone Number	Email Address
Quinn Bishop	-	(320) 406-3336	
Tom Lillehei	7462 Fairway LN	612-414-0923	TLillehei@aol.com
Nick/Tia McMoroni	6745 Buschmann Rd	612-919-7231 (tia)	tmcroni@gmail.com
Michelle Moritz	6893 Buschmann Rd	218-821-7635	
John Sower	6893 Buschmann Rd	218-537-0289	Remington29130@gmail.com
Dallas Colvin	32129 Northwood LN	218-582-5852	
Jim Fogarty	8636 Bluebird Lane	(218) 380-3784	
GAIL ARNE	32692 NORTHWOOD CIR	612-720-9654	
Lisa Carlson	7532 Tellenleaf Cir.	763-213-7745	
Donna Sogoh	31694 Ranchette Dr	612-669-7035	
Brenda Teal	6777 Wild Hares	218-838-7300	hebnit@icloud.com
Hunter Ebnert	6777 Wild Hares 7224 Buschmann Rd	218-821-7836	Hunterebnert5@gmail.com
Scott/Melissa Saunders	31932 Castlowood Ct breezy	218-838-2826	saundershouse@gmail.com
Landee Zedler	31540 Ranchette Pl	218-262-4548	

14275 GOLF COURSE DRIVE | SUITE 210 | BAXTER, MN | 56425 | 218-824-3960 | WSBENG.COM

Buschmann Road & Ranchette Drive Open House



Name	Address	Phone Number	Email Address
Steve Leifeld	7637 Falter Leaf Circle Breezy	218-330-8808	junior1tocharter.net
Diane Williams	32744 Northwood Ln	219-562-4837	
Jessica Gregory Cheek	3981 Castlewood Ct	239-595-0638	Cheekhouse@aol.com
Randy Bickford	31021 Ranchette Dr.	218-838-4532	buserrandy@gmail.com
Rep. Omman	33644 Ossawinnings, Makro	361-630-1068	raomman@gmail.com
Al Spren	3003 Hammer Hrs #107	320-20-6580	Al.Spren28@gmail.com
Ken Larson	32048 Northwoods LN	612-269-5854	
Dan Anderson	31945 Harvest Road	320-292-7667	
Michele Zeidler	7999 White Overlook Dr.	218-537-0641	mzeidler@gmail.com
Sharon Wilkin	31814 Blue Ridge Rd	218-839-4926	blackbeerre@gmail.com
Tracy Kurten	31709 Green Sero Dr	541-908-4968	tracy.kurten@gmail.com
Scott Zeidler	7999 White Overlook Dr.	218-820-0933	mzeidler@gmail.com

Buschmann Road & Ranchette Drive Open House



Name	Address	Phone Number	Email Address
Susan	7412 Buschmann Rd		
Coily Bailey Larson	31511 Ranchette Dr.	703-213-4132	baileyrae.03@hotmail.com
Brenda Thayer	8112 Buschmann		
Bill & Lisa Loft	31817 GreenSero Drive		
Zak Knoblauch	6531 Buschmann	218 839 9257	kknoby@gmail.com

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

Appendix C: Informational Boards

Welcome!

Buschmann Road and Ranchette Drive Reconstruction Project
Open House #1



Project Overview



Buschmann Road serves as an important east/west travel connector from the City of Breezy Point to the City of Pequot Lakes. The City of Breezy Point intends to reconstruct Buschmann Road and its intersection with Ranchette Drive to a supported local standard. The project aims to improve the safety and mobility of vehicles and pedestrians utilizing this high-volume traffic corridor.

Buschmann Road and Ranchette Drive has experienced a substantial increased role in the overall transportation system due to population growth and a significant increase in truck traffic due to the presence of local mining operations nearby. The corridor has become widely known as a "shortcut" to Trunk Highway 371 instead of traveling further south to County State Aid Highway 11. The substandard roadway width, tight curves, steep hills, and atypical intersection geometrics along Buschmann Road have created safety concerns, sight distance issues, and numerous intersection crashes. Poor drainage and nearby wetlands have also resulted in subgrade issues in specific locations along the route.



Project Goal

The previous studies on the corridor, the most recent being completed in 2022, have informed a local design standard that the City of Breezy Point is looking to implement looking forward. The goal of the project is to improve the safety of the corridor and its intersections, improve regional connectivity, and to identify and minimize construction, right of way, environmental, and financial impacts while producing a long-term and financially viable improvement to Buschmann Road and Ranchette Drive.



Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #1

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

Project Need



Why Is the Project Being Considered?

- Perceived and evident safety concerns and sight distance issues
- Numerous Intersection crashes and close calls
- Increasing traffic counts
- Falling road surface and subgrade conditions
- Stormwater management/drainage corrections
- Inconsistent right-of-way
- Corridor Improvements have been studied since 2003
 - All studies document the purpose and need for proposed improvements to the roadway along with identifying increasing estimated costs for improvements
 - The multiple studies performed have documented an ever-increasing estimated cost to improve Buschmann Road and Ranchette Drive

Crash Data

Since 2020, crashes have occurred at a rate **164%** above the average crash rate for 2-lane undivided rural roadway with ADT < 1,500 veh/day.

NUMBER OF CRASHES	DAILY ENTERING VEHICLES	CALCULATED	CRASH RATE*	
			AVERAGE**	CRITICAL***
3	863	1.35	0.51	1.97

Since 2018, crashes have occurred at a rate **164%** above the average crash rate for 2-lane undivided rural roadway with ADT < 1,500 veh/day.

NUMBER OF CRASHES	DAILY ENTERING VEHICLES	CALCULATED	CRASH RATE*	
			AVERAGE**	CRITICAL***
5	863	1.35	0.51	1.60

Since 2013, crashes have occurred at a rate **84%** above the average crash rate for 2-lane undivided rural roadway with ADT < 1,500 veh/day.

NUMBER OF CRASHES	DAILY ENTERING VEHICLES	CALCULATED	CRASH RATE*	
			AVERAGE**	CRITICAL***
7	863	1.35	0.51	1.25

*Segment crash rates are expressed in crashes per million entering vehicles per mile
 **Average for rural 2-lane divided roadway segments under 1,500 ADT using MNDOT 2020 green sheets
 ***Critical crash rates are expressed in crashes per million entering vehicles with 0.995 confidence level

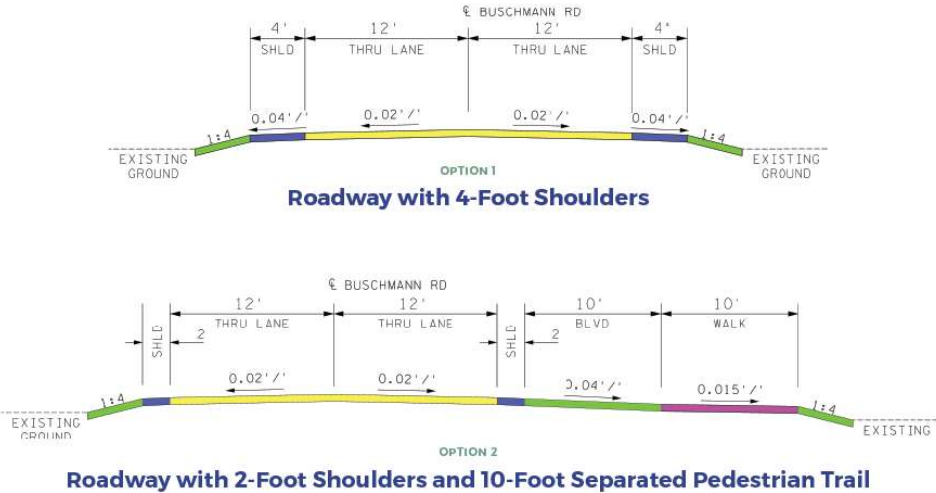
Project Benefits

- Reduced motor vehicle accidents based on improved sight distance
- Increased pedestrian and bicyclist safety
- Emergency vehicle transportation and response time
- Locally established and supported standard roadway section
- Improved truck and traffic flow
- Improved roadway safety
- Improved mobility of the high traffic volume
- Connectivity between communities of Pequot Lakes and Breezy Point and the neighboring townships of Ideal and Jenkins

Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #1

Typical Section



Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #1

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

Project Schedule



Buschmann Road and Ranchette Drive Reconstruction Project

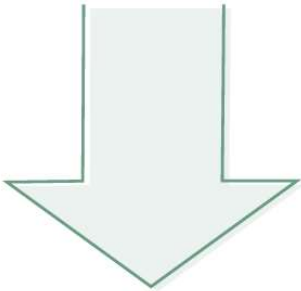
OPEN HOUSE #1

We Value Your Input!



Please take our survey

Please complete a survey from the table below.



If you did not provide all of your feedback tonight, here are the social media pages and website to provide your feedback.

INTERACTIVE PROJECT WEBSITE
<https://buschmannrd-ranchettedr-wsbeng.hub.arcgis.com>



SCAN THE QR CODE FOR INSTANT ACCESS

CITY PROJECT WEBSITE
<https://www.breezypointmn.gov/city-projects/page/buschmann-roadway-expansion-project>

CITY FACEBOOK PAGE
<https://www.facebook.com/BreezyPointMN>

CITY NEXTDOOR PAGE
<https://nextdoor.com/agency-detail/mn/breezy-point/city-of-breezy-point/>

Buschmann Road and Ranchette Drive Reconstruction Project

OPEN HOUSE #1

Appendix D: Returned Open House Comment Cards

Buschmann Rd to Ranchette Dr
Open House



Name Sandie Zeidler
Address 31540 Ranchette Dr PL
Email Address sandie5847@gmail.com

Please share your thoughts about the project below:

I don't want any of this - just overlay the road
& leave it alone -
don't touch the wetlands
No speed increase -
cut truck traffic & no golf carts

Buschmann Rd to Ranchette Dr
Open House



Name Shaun Swenson
Address 7412 Buschmann Rd.
Email Address

Please share your thoughts about the project below:

need to resurface road for snow -
no bike trail! Keep speed down!
every road doesn't need to be a factory - or
ride a bike on. There are a lot of places already.
No golf carts for snow -

Buschmann Rd to Ranchette Dr
Open House



Name Michele and Scott Zeidler
Address 7999 White Overlook Drive
Email Address mszeidler@gmail.com

Please share your thoughts about the project below:

Highway 11 is the route for people
traveling by car/bike from Pequot
to Crosslake. The locals do not use
the cut-across. We don't need
to change the road for people
→

Who live in Crosslake. Repave the
road. No need to add shoulders and
widen it.

Appendix D: Returned Comment Cards Transcribed Text

Community Feedback Disclaimer: The comments below are written as provided by community members that attended the public meeting.

Name: Sandie Zeidler

Address: 31540 Ranchette Dr Pl

Email Address: sandie5847@gmail.com

Comment: I don't want any of this – just overlay the road and leave it alone. Don't touch the wetlands. No speed increase. Cut truck traffic & no golf carts.

Name: Sharon Swenson

Address: 7412 Buschmann Rd

Email Address: --

Comment: Need to resurface road for sure. No bike trail! Keep speed down! Every road doesn't need to be a fast one – or bike accessible. There are a lot of places already. No golf carts for sure.

Name: Michele and Scott Zeidler

Address: 7999 White Overlook Drive

Email Address: mszeidler@gmail.com

Comment: Highway 11 is the route for people traveling by car/bike from Pequot to Crosslake. The locals do not use the cut across. We don't need to change the road for people who live in Crosslake. Repave the road. No need to add shoulders and widen it.

Appendix D (continued): Returned Surveys Results (From Open House) & Transcribed Text

Answers	Votes (31 Participants)		Percentage of Voters	
1. What would you suggest the speed limit to be on Buschmann Road?	a. 30 MPH b. 40 MPH	c. 45 MPH d. > 45 MPH	a. 38.7% b. 38.7%	c. 22.5% d. 0%
2. Please guess the number of vehicles per day that use Buschmann Road.	a. 0-250 b. 521-675	c. 251-520 d. > 675	a. 12.9% b. 29%	c. 29% d. 29%
3. Are you concerned about the condition of the road?	a. Yes	b. No	a. 90.3%	b. 9.6%
4. What would you rate the condition of Buschmann Road?	a. 1 – 5 (Bad)	b. 6 – 10 (Good)	a. 93.5%	b. 6.4%
5. Are you concerned about heavy truck traffic on Buschmann Road?	a. Yes	b. No	a. 77.4%	b. 22.5%
6. Are you concerned about passenger vehicle traffic on Buschmann Road?	a. Yes	b. No	a. 41.9%	b. 58%
7. Are you concerned about pedestrian traffic on Buschmann Road?	a. Yes	b. No	a. 51.6%	b. 48.3%
8. Have you witnessed accidents/near misses on Buschmann Road?	a. Yes	b. No	a. 56.6%	b. 43.3%
9. When would you expect this road to be built?	a. 2 Years b. 3 Years	c. 4 Years d. Undecided	a. 36.6% b. 13.3%	c. 10% d. 40%
10. Would you like to see Buschmann Road as a major community collector road moving forward?	a. Yes	b. No	a. 26.6%	b. 73.3%
11. Are you a landowner on Buschmann Road?	a. Yes	b. No	a. 56.6%	b. 43.3%
12. Have you used Buschmann Road as biking/walking trail? If no, is there a reason why you would not consider walking or biking on Buschmann Road?	a. Yes	b. No	a. 26.6%	b. 73.3%
13. How often do you travel on Buschmann Road?	a. Every day b. Twice a week	c. Once a week d. Rarely	a. 80% b. 16.6%	c. 0% d. 3.3%
14. Do you find yourself going over the speed limit on Buschmann Road?	a. Yes	b. No	a. 23.3%	b. 76.6%
15. Have you had issues with sight distance, deer, or other animals on Buschmann Road?	a. Yes	b. No	a. 73.3%	b. 26.6%

1. What would you suggest the speed limit to be on Buschmann Road?
 - [30 mph] current concluded – [45 mph] when fixed
 - Most people go 5-8 mph over speed limits and this track should not be faster due to safety!
 - At times, 40 [mph] seems too fast
 - 45 mph or slower. Lots of big trucks
 - With signs for trucks “No Jake Brake”
 - [40 mph] max

2. Please guess the number of vehicles per day that use Buschmann Road.
 - A is Applicable for weekdays. B is most applicable for weekends
 - A lot of trucks hauling
 - Too many dump trucks
 - [How many are] residents versus thru traffic?
 - Traffic between 11 and 371 is high – dump trucks
 - Depends on the time of year
 - This can fluctuate due to operations at the pits

3. Are you concerned about the condition of the road?
 - The road is in disrepair which causes undue wear on vehicles
 - Functional except in spring with potholes
 - Traffic is dodging potholes. Lots of swerving cars.
 - Poor patch job, narrow, hilly, poorly maintained. Wash out at Ranchette filled in with sand to wash out into a holding pond or to the roadway
 - Potholes and basic maintenance
 - A little could use a new surface. Does not need widening or shoulders or trail
 - Deep potholes from high traffic
 - [It is] deteriorating quick. [It is] very unsafe
 - Concerned that residents [will] repair but trucks [will] keep destroying [the] road...what will change?
 - Only thing that has been done in years is fill in the pot holes – besides Anderson repairing the corner by Buschmann/Akerson and Nelson

4. What would you rate the condition of Buschmann Road?
- No shoulder, pavement is not in good condition
 - Considering that its 30+ years old, it could be worse
 - Worst in the spring months
 - Potholes and curves are hard to navigate
 - Too many trucks and bad road conditions
 - Nothing has been done in 20 years besides fix pot holes with some hot mix
5. Are you concerned about heavy truck traffic on Buschmann Road?
- Anderson Bros should do this for a reduced cost
 - Too much now
 - It's pretty much a commercial road
 - The issue is not the trucks, it is how narrow, rough, and hilly the road is
 - I understand that they need to access pits but they should provide more money in tax to roads
 - Should not allow the gravel trucks [because] they speed
 - Negative impact on residents/residential growth
 - Best option would be to avoid Ranchette
 - Most dump trucks seem to slow down and be respectful
 - There is a way high number of truck traffic – especially when they have the hot plant operating – at times I have [?] a heavy dump truck or semi – ever 30 to 60 seconds
6. Are you concerned about passenger vehicle traffic on Buschmann Road?
- Somewhat
 - Mix with heavy truck traffic during summer
 - Residential area improvements will increase traffic too much – [find a way to] bypass the City of Breezy Point
 - Too much too fast
 - They drive too fast
 - Road needs to be wide enough for trucks & vehicles to safely travel without going off the road
 - Currently, the way the road is designed – vehicle traffic speeds are too fast and also not enforced

7. Are you concerned about pedestrian traffic on Buschmann Road?

- Including cyclists & golf carts
- Currently very dangerous
- Pedestrian traffic is rare
- Rarely do I see pedestrians on this road
- Too many hills
- There isn't a lot
- No one walks or bikes on Buschmann due to the current condition. Too busy of a road to add bikes and walkers
- Pedestrians have alternative routes in and out of the area
- Bikes should use county road 11. It was built with wide shoulders for that reason
- Not many walkers at all
- Pedestrian/bike use/seems very unsafe
- It is dangerous to travel on foot
- No pedestrians should be on Buschmann. There are enough side streets to walk, bike, and ride
- With all of the truck traffic – we have not allowed our kids to walk or bike on it due to traffic and visibility. Including speeds of trucks and cars

8. Have you witnessed accidents/near misses on Buschmann Road?

- On Ranchette hill when vehicles turn left onto Buschmann attempting to climb the hill in the winter
- Regularly
- 3x a week
- Speed! Alcohol- cars
- Every time we travel and meet another traveler. No center lines makes people hang in the middle [while driving]
- Have not seen one in the 30+ years I've lived here
- Blind approaches
- Never in 10 years
- At least once a month I see a near miss
- Ranchette/Buschmann. Corner of Buschmann and Robinhood.
Buschmann/Akerson/Nelson

9. When would you expect this road to be built?

- Never
- 2 years ago!
- Hopefully never
- It needs repair ASAP
- Never would be good
- 20 years ago
- Hopefully never

10. Would you like to see Buschmann Road as a major community collector road moving forward?

- Maybe if it is cost effective
- Improve the whole thing
- Not every road needs to be fast
- We are a residential area!
- Serving the same purpose it currently serves
- Just fix the road. Do not make it a major byway

11. Are you a landowner on Buschmann Road?

- I am also one of the commercial drivers who uses this road every day for work. If you would like a truckers/residents point of view you can call me at xxx-xxx-xxxx
- Nearby resident
- Ranchette owner
- Not in favor of the pathway being added. Too many vehicles. Better places to add walking/bike paths
- Grew [?] but we know what impacts one impacts all!
- I have property on Ranchette
- Northwoods Lane

12. Have you used Buschmann Road as biking/walking trail? If no, is there a reason why you would not consider walking or biking on Buschmann Road?

- I have no reason to bike/walk on Buschmann Rd
- Winter only
- Big trucks
- There already are lots of trails in the area
- Track is too bad
- I'd prefer the separate walking/bike paved option
- No separation
- Too much fast traffic
- It's a commercial road, not residential
- Too hilly
- Too dangerous
- I used to walk – I never bike
- Not safe with truck traffic. I would not want to see this trail added. It is not a quiet enjoyable road
- There are better other roads (alternative) trails etc. This is a trucking road
- Because County Road 11 already has wide shoulders for biking. There are plenty of other places to walk
- I walk on my own street
- Safety/vision
- No where to go. [It is] too narrow.
- Lots of trucks. I enjoy walking/biking the backroads. It's quiet and love the nature
- It is not safe!

13. How often do you travel on Buschmann Road?

- I am a commercial driver at one of the local gravel pits
- 2-5x a day
- 3-4x a week
- To and from work. Make a road we can use to access County Rd 11
- Ranchette also
- It's the only access to my home

14. Do you find yourself going over the speed limit on Buschmann Road?

- A bit, 45 mph
- We have a consistent police force
- 40 mph seems too fast

15. Have you had issues with sight distance, deer, or other animals on Buschmann Road?

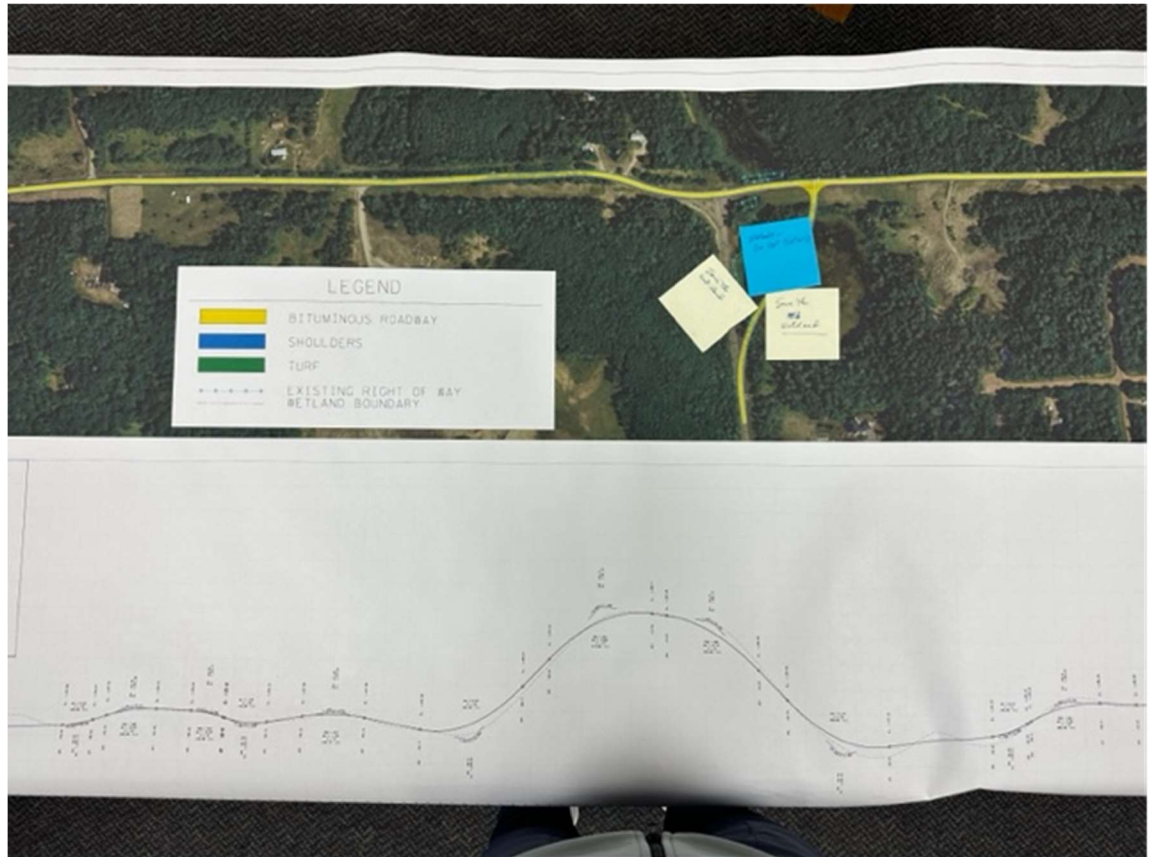
- Slow moving vehicles/cyclists and slow-moving vehicles for example: golf carts
- Deer and turkey
- Bumps and hills
- [No] though animals are frequently in the area
- Stop truck traffic
- Golf carts
- Hills make it difficult to see even when leaving our driveway
- But if you know the deer and turkey areas, it is not difficult [to navigate] and if you drive the speed limit
- No problem if you drive the posted speed
- Rarely ever see injured/deceased animals
- Very hard to see

General Comment:

Reclaim the existing roadway and leave the rest as is. No trail and avoid wetland impacts

Appendix E: Returned Post-It Notes Transcribed Text

Community Feedback Disclaimer: The comments below are written as provided by community members that attended the public meeting.



Layout 1 (Figure 1)
Comments

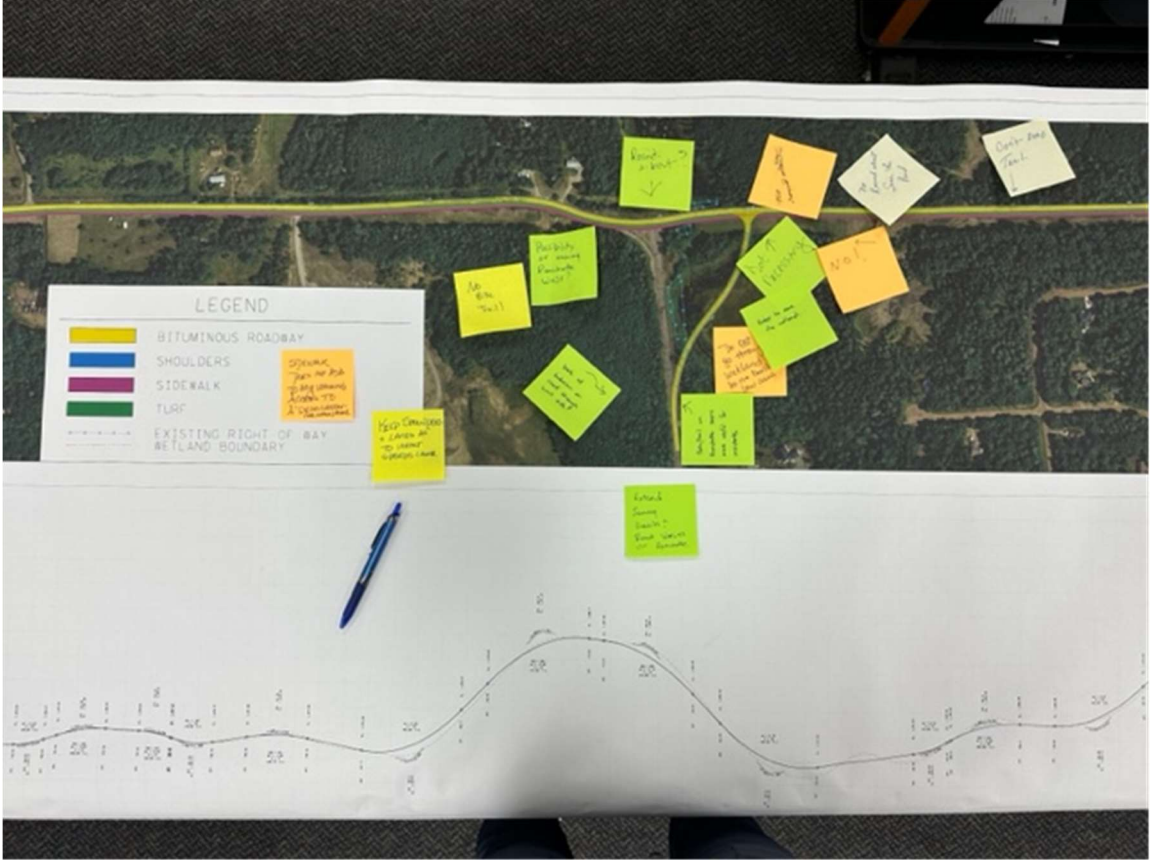
- Save the wetland
- Save the wetland
- Wetlands – do not disturb



Layout 1 (Figure 2)

Comments

- Move traffic exiting from Buschmann. Will need caution going left on 11; cars are moving fast in that turn
- Maybe extend length of turn lane from 11 to Buschmann?



Layout 2
Comments

- o Possibility of moving Ranchette West?
- o No bike trail!
- o Keep shoulders & lanes as to impact speeds lower
- o Sidewalk does not add to any walking access to a destination for walk/bike
- o Work with Anderson on road through west side?
- o Extend survey limits? Road limits on Ranchette
- o Path/trail on Ranchette seems more useful for residents
- o Not necessary
- o Do not go through wetland – keep as is & build up low area.
- o Prefer to save the wetland
- o Roundabout?
- o No roundabout
- o Don't need trail
- o No roundabout. Save the pond
- o No!