



# CITY COUNCIL REGULAR MEETING

**Monday, October 06, 2025 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](mailto:cityadmin@cityofbreezypointmn.us)

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## AGENDA

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### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

### 3. ROLL CALL

### 4. CONSENT AGENDA

- [A.](#) Approve Claims Totaling \$460,882.36, Checks 140544-140636 and eChecks 3998e-4022e
- [B.](#) Approve City Council Meeting Minutes from September 2, 2025
- [C.](#) Approve Offer of Employment for Kathleen Nelson as Administrative Assistant
- [D.](#) Approve Change Order No. 1 for CR-11 Sanitary Sewer Extension Project
- [E.](#) Approve Pay Application #3 for CR-11 Sanitary Sewer Extension
- F. Approve Gambling License for The North Star/Skate Club
- [G.](#) Approve Purchase of Repair Gate Valve
- [H.](#) Res. No. 22-2025 Approving 2025 Budget Amendment
- [I.](#) Res. No. 23-2025 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations

### 5. OPEN FORUM

*The City Council invites residents to share new ideas or concerns related to city business not already on the agenda; however, individual question and remarks are limited to three (3) minutes per speaker. No City Council action will be taken, although the Council may refer issues to staff for follow up or for consideration at a future meeting. The Mayor may use discretion if speakers are repeating views already expressed or ask for a spokesperson for groups of individuals with similar views. Speakers should state their name and home address at the podium before speaking.*

### 6. BUSINESS ITEMS

- [A.](#) Approve Pay Application #12 for City Hall Project
- [B.](#) Res. No. 24-2025 Request to Rezone one Portion of Outlot A. Whitebirch 7th Addition from R-4 to RC Resort Commercial and Rezone portion of Outlot B Whitebirch 7th Addition from RC to R4

- C. Res. No. 25-2025 Approve Request to Vacate Utility and Drainage Easement within Outlot C Whitebirch 7th Addition
- D. Res. No. 26-2025 Approve Subdivision Application Whitebirch Inc.
- E. Special Assessment Policy
- F. Res. No. 27-2025 Ordering Preparation of Feasibility Report for 2026 Street Improvement Project (CP-02)
- G. Approve Engineering Contract for Feasibility Report for 2026 Street Improvement Project (CP-02)
- H. Res. No. 28-2025 Approve Plans and Specifications and Authorize Ad for Bid for 2026 Buschmann Road Project (CP-01)
- I. Res. No. 29-2025 Call for Public Hearing on Preliminary Issuance of Bonds to be held November 3, 2025

## **7. DEPARTMENTAL UPDATES**

- A. City Hall Event-*Allie Polsfuss*
- B. Zoning Code Update-*Allie Polsfuss*
- C. Public Works Update-*Joe Zierden*
- D. Police Department Summary- *Informational Item*

## **8. ADJOURN**

Claims Totaling: \$460,882.36

Checks: 140544 - 140636

eChecks: 3998e - 4022e

Section 4, ItemA.

10/02/25 3:01 PM

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CITY OF BREEZY POINT

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Batch: 090425PAY,090425PAY-2,PRL-091125,091825PAY,PRL-093025,PRL-092525

| Check #              | Check Date | Vendor Name                               | Amount      | Invoice     | Comment                              |
|----------------------|------------|---|-------------|-------------|--------------------------------------|
| <b>10100 Primary</b> |            |   |             |             |                                      |
| <b>3998 e</b>        | 09/11/25   | <b>INTERNAL REVENUE SERVICE</b>           |             |             |                                      |
| G 100-21701          |            | Federal Withholding                       | \$6,060.37  | 2025 PR 19  | Federal                              |
| G 100-21703          |            | FICA Tax Withholding                      | \$851.46    | 2025 PR 19  | Medicare                             |
| G 100-21703          |            | FICA Tax Withholding                      | \$1,981.55  | 2025 PR 19  | Social Security                      |
| G 100-21703          |            | FICA Tax Withholding                      | \$1,981.55  | 2025 PR 19  | Social Security Benefit              |
| G 100-21703          |            | FICA Tax Withholding                      | \$851.46    | 2025 PR 19  | Medicare Benefit                     |
|                      |            | Total                                     | \$11,726.39 |             |                                      |
| <b>3999 e</b>        | 09/11/25   | <b>MN DEPT OF REVENUE</b>                 |             |             |                                      |
| G 100-21702          |            | State Withholding                         | \$3,266.24  | 2025 PR 19  | State Tax - MN                       |
|                      |            | Total                                     | \$3,266.24  |             |                                      |
| <b>4000 e</b>        | 09/11/25   | <b>PUBLIC EMP. RETIREMENT ASSOC</b>       |             |             |                                      |
| G 100-21704          |            | PERA                                      | \$2,151.95  | 2025 PR 19  | PERA Deduct                          |
| G 100-21704          |            | PERA                                      | \$3,553.74  | 2025 PR 19  | Police PERA Deduct                   |
| G 100-21704          |            | PERA                                      | \$2,483.01  | 2025 PR 19  | PERA Benefit                         |
| G 100-21704          |            | PERA                                      | \$5,330.61  | 2025 PR 19  | PERA police Benefit                  |
|                      |            | Total                                     | \$13,519.31 |             |                                      |
| <b>4001 e</b>        | 09/11/25   | <b>MINNESOTA STATE RETIREMENT SYS</b>     |             |             |                                      |
| G 100-21705          |            | Other Retirement                          | \$1,013.85  | MNDPCP 2025 | MNDPCP - PR 19                       |
|                      |            | Total                                     | \$1,013.85  |             |                                      |
| <b>4002 e</b>        | 09/11/25   | <b>MINNESOTA STATE RETIREMENT SYS</b>     |             |             |                                      |
| G 100-21710          |            | Other Deductions                          | \$2,882.11  | HCSP 2025   | HCPS - PR 19                         |
|                      |            | Total                                     | \$2,882.11  |             |                                      |
| <b>4003 e</b>        | 09/11/25   | <b>COMPENSATION CONSULTANTS LTD</b>       |             |             |                                      |
| G 100-21710          |            | Other Deductions                          | \$1,560.40  | 2025 PR 19  | HSA - PR 19                          |
|                      |            | Total                                     | \$1,560.40  |             |                                      |
| <b>4004 e</b>        | 09/11/25   | <b>BLUE CROSS &amp; BLUE SHIELD OF MN</b> |             |             |                                      |
| G 100-21706          |            | Hospitalization/Medical Ins               | \$55.46     | OCT 2025    | VISION INSURANCE PREMIUMS - OCT 2025 |
|                      |            | Total                                     | \$55.46     |             |                                      |
| <b>4010 e</b>        | 09/30/25   | <b>INTERNAL REVENUE SERVICE</b>           |             |             |                                      |
| G 100-21701          |            | Federal Withholding                       | \$61.00     | 2025 PR M9  | Federal                              |
| G 100-21703          |            | FICA Tax Withholding                      | \$25.53     | 2025 PR M9  | Medicare                             |
| G 100-21703          |            | FICA Tax Withholding                      | \$109.12    | 2025 PR M9  | Social Security                      |
| G 100-21703          |            | FICA Tax Withholding                      | \$109.12    | 2025 PR M9  | Social Security Benefit              |
| G 100-21703          |            | FICA Tax Withholding                      | \$25.53     | 2025 PR M9  | Medicare Benefit                     |
|                      |            | Total                                     | \$330.30    |             |                                      |
| <b>4011 e</b>        | 09/30/25   | <b>PUBLIC EMP. RETIREMENT ASSOC</b>       |             |             |                                      |
| G 100-21704          |            | PERA                                      | \$30.00     | 2025 PR M9  | Council PERA Deduct                  |
| G 100-21704          |            | PERA                                      | \$30.00     | 2025 PR M9  | PERA Council Benefit                 |
|                      |            | Total                                     | \$60.00     |             |                                      |
| <b>4012 e</b>        | 09/30/25   | <b>MN DEPT OF REVENUE</b>                 |             |             |                                      |
| G 100-21702          |            | State Withholding                         | \$40.00     | 2025 PR M9  | State Tax - MN                       |

**CITY OF BREEZY POINT**

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Batch: 090425PAY,090425PAY-2,PRL-091125,091825PAY,PRL-093025,PRL-092525

| Check #         | Check Date | Vendor Name                           | Amount      | Invoice     | Comment                        |
|-----------------|------------|---------------------------------------|-------------|-------------|--------------------------------|
| Total           |            |                                       | \$40.00     |             |                                |
| <b>4013 e</b>   | 09/25/25   | <b>INTERNAL REVENUE SERVICE</b>       |             |             |                                |
| G 100-21701     |            | Federal Withholding                   | \$5,650.64  | 2025 PR 20  | Federal                        |
| G 100-21703     |            | FICA Tax Withholding                  | \$816.75    | 2025 PR 20  | Medicare                       |
| G 100-21703     |            | FICA Tax Withholding                  | \$1,962.06  | 2025 PR 20  | Social Security                |
| G 100-21703     |            | FICA Tax Withholding                  | \$1,962.06  | 2025 PR 20  | Social Security Benefit        |
| G 100-21703     |            | FICA Tax Withholding                  | \$816.75    | 2025 PR 20  | Medicare Benefit               |
| Total           |            |                                       | \$11,208.26 |             |                                |
| <b>4014 e</b>   | 09/25/25   | <b>MN DEPT OF REVENUE</b>             |             |             |                                |
| G 100-21702     |            | State Withholding                     | \$3,128.15  | 2025 PR 20  | State Tax - MN                 |
| Total           |            |                                       | \$3,128.15  |             |                                |
| <b>4015 e</b>   | 09/25/25   | <b>PUBLIC EMP. RETIREMENT ASSOC</b>   |             |             |                                |
| G 100-21704     |            | PERA                                  | \$2,139.99  | 2025 PR 20  | PERA Deduct                    |
| G 100-21704     |            | PERA                                  | \$3,290.50  | 2025 PR 20  | Police PERA Deduct             |
| G 100-21704     |            | PERA                                  | \$2,469.21  | 2025 PR 20  | PERA Benefit                   |
| G 100-21704     |            | PERA                                  | \$4,935.73  | 2025 PR 20  | PERA police Benefit            |
| Total           |            |                                       | \$12,835.43 |             |                                |
| <b>4016 e</b>   | 09/25/25   | <b>MINNESOTA STATE RETIREMENT SYS</b> |             |             |                                |
| G 100-21705     |            | Other Retirement                      | \$925.75    | MNDPCP 2025 | MNDPCP - PR 20                 |
| Total           |            |                                       | \$925.75    |             |                                |
| <b>4017 e</b>   | 09/25/25   | <b>MINNESOTA STATE RETIREMENT SYS</b> |             |             |                                |
| G 100-21710     |            | Other Deductions                      | \$2,729.69  | HCSP 2025   | HCSP - PR 20                   |
| Total           |            |                                       | \$2,729.69  |             |                                |
| <b>4018 e</b>   | 09/25/25   | <b>COMPENSATION CONSULTANTS LTD</b>   |             |             |                                |
| G 100-21710     |            | Other Deductions                      | \$1,560.40  | 2025 PR 20  | HSA - PR 20                    |
| Total           |            |                                       | \$1,560.40  |             |                                |
| <b>4019 e</b>   | 09/25/25   | <b>AFLAC</b>                          |             |             |                                |
| G 100-21710     |            | Other Deductions                      | \$156.40    | SEPT 2025   | AFLAC PREMIUMS - SEPT 2025     |
| Total           |            |                                       | \$156.40    |             |                                |
| <b>4020 e</b>   | 09/25/25   | <b>RELIANCE STANDARD LIFE INS</b>     |             |             |                                |
| E 100-41300-130 |            | Life Insurance                        | \$24.67     | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| E 100-41910-130 |            | Life Insurance                        | \$1.05      | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| E 100-42100-130 |            | Life Insurance                        | \$84.00     | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| E 100-43000-130 |            | Life Insurance                        | \$31.50     | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| E 100-45100-130 |            | Life Insurance                        | \$5.25      | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| E 600-43250-130 |            | Life Insurance                        | \$21.53     | OCT 2025    | LIFE INS PREMIUMS - OCT 2025   |
| Total           |            |                                       | \$168.00    |             |                                |
| <b>4021 e</b>   | 09/25/25   | <b>MEDICA</b>                         |             |             |                                |
| E 100-41300-131 |            | Paid Health/Dental                    | \$2,308.46  | OCT 2025    | HEALTH INS PREMIUMS - OCT 2025 |
| E 100-41910-131 |            | Paid Health/Dental                    | \$52.85     | OCT 2025    | HEALTH INS PREMIUMS - OCT 2025 |
| E 100-42100-131 |            | Paid Health/Dental                    | \$9,915.32  | OCT 2025    | HEALTH INS PREMIUMS - OCT 2025 |
| E 100-43000-131 |            | Paid Health/Dental                    | \$2,253.05  | OCT 2025    | HEALTH INS PREMIUMS - OCT 2025 |

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| Check #         | Check Date | Vendor Name                         | Amount      | Invoice    | Comment                                    |
|-----------------|------------|-------------------------------------|-------------|------------|--|
| E 100-45100-131 |            | Paid Health/Dental                  | \$351.87    | OCT 2025   | HEALTH INS PREMIUMS - OCT 2025             |
| E 600-43250-131 |            | Paid Health/Dental                  | \$960.32    | OCT 2025   | HEALTH INS PREMIUMS - OCT 2025             |
| G 100-21706     |            | Hospitalization/Medical Ins         | \$1,322.54  | OCT 2025   | HEALTH INS PREMIUMS - OCT 2025             |
|                 |            | Total                               | \$17,164.41 |            |  |
| <b>4022 e</b>   | 09/25/25   | <b>HEALTHPARTNERS</b>               |             |            |  |
| E 100-41300-131 |            | Paid Health/Dental                  | \$168.88    | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| E 100-41910-131 |            | Paid Health/Dental                  | \$4.14      | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| E 100-42100-131 |            | Paid Health/Dental                  | \$722.14    | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| E 100-43000-131 |            | Paid Health/Dental                  | \$264.75    | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| E 100-45100-131 |            | Paid Health/Dental                  | \$36.11     | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| E 600-43250-131 |            | Paid Health/Dental                  | \$65.45     | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
| G 100-21706     |            | Hospitalization/Medical Ins         | \$222.60    | OCT 2025   | DENTAL INS PREMIUMS - OCT 2025             |
|                 |            | Total                               | \$1,484.07  |            |  |
| <b>140544</b>   | 09/04/25   | <b>A.O.S. TREE SERVICE</b>          |             |            |  |
| E 100-43000-300 |            | Professional Svcs (GENE             | \$500.00    | 2079       | PW TREE REMOVAL - CIRCLE DR                |
|                 |            | Total                               | \$500.00    |            |  |
| <b>140545</b>   | 09/04/25   | <b>Anderson Brothers Constr Inc</b> |             |            |  |
| E 100-43000-225 |            | Blacktop Repair                     | \$240.75    | 37517      | PW HOT MIX                                 |
|                 |            | Total                               | \$240.75    |            |  |
| <b>140546</b>   | 09/04/25   | <b>AUTO VALUE PEQUOT LAKES</b>      |             |            |  |
| E 100-43000-220 |            | Repair/Maint Supply (GEN            | \$23.05     | 66270409   | PW CONSTANT TORQUE & BLADE FUSE            |
| E 100-45100-210 |            | Operating Supplies (GEN             | \$72.80     | 66270411   | PARKS CONSTANT TORQUE                      |
|                 |            | Total                               | \$95.85     |            |  |
| <b>140547</b>   | 09/04/25   | <b>BIOCONNECT, INC.</b>             |             |            |  |
| E 100-42100-434 |            | Awards/Grants/Aid                   | \$995.00    | PI-56      | PD MEDIXSAFE M2 - 2023 MN STATE AID        |
|                 |            | Total                               | \$995.00    |            |  |
| <b>140548</b>   | 09/04/25   | <b>BREEZY POINT HARDWARE</b>        |             |            |  |
| E 100-43000-220 |            | Repair/Maint Supply (GEN            | \$41.98     | 37466      | PW HARDWARE                                |
| E 100-45100-210 |            | Operating Supplies (GEN             | \$14.99     | 37498      | PARKS CAUTION TAPE                         |
| E 100-45100-210 |            | Operating Supplies (GEN             | \$14.99     | 37512      | PARKS GARDEN HOSE                          |
| E 100-45100-210 |            | Operating Supplies (GEN             | \$2.99      | 37514      | PARKS SOAP                                 |
| E 100-45100-210 |            | Operating Supplies (GEN             | \$8.98      | 37518      | PARKS IRRIG PARTS                          |
| E 100-45100-212 |            | Motor Fuels                         | \$19.51     | 37529      | PARKS FUEL                                 |
| E 600-43250-220 |            | Repair/Maint Supply (GEN            | \$5.99      | 37567      | SEWER PVC CAP                              |
| E 600-43250-220 |            | Repair/Maint Supply (GEN            | \$9.99      | 37568      | SEWER PVC PIPE                             |
| E 100-43000-417 |            | Uniforms                            | \$11.99     | 37581      | PW SAFETY GLASS                            |
|                 |            | Total                               | \$131.41    |            |  |
| <b>140549</b>   | 09/04/25   | <b>COLUMN SOFTWARE PBC</b>          |             |            |  |
| E 100-41910-351 |            | Legal Notices Publishing            | \$124.44    | 6AA024C4-0 | P&Z PH NOTICES ldl uVpuwnZFT41V2oKgm6rh    |
|                 |            | Total                               | \$124.44    |            |  |
| <b>140550</b>   | 09/04/25   | <b>COMPENSATION CONSULTANTS LTD</b> |             |            |  |
| E 100-41900-313 |            | Benefits Administration             | \$55.00     | 4522       | FSA/HSA BENEFIT ADMINISTRATION - SEPT 2025 |

**CITY OF BREEZY POINT**

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| Check #         | Check Date | Vendor Name                     | Amount     | Invoice    | Comment   |
|-----------------|------------|---------------------------------|------------|------------|---|
| Total           |            |                                 | \$55.00    |            |   |
| <b>140551</b>   | 09/04/25   | <b>Crow Wing Power</b>          |            |            |   |
| E 600-43250-381 |            | Combined Utilities              | \$2,517.98 | 1438703JUL | SEWER PLANT ELECTRIC 7/8/25 - 8/8/25                |
| E 600-43250-381 |            | Combined Utilities              | \$124.70   | 1439301JUL | #4 POND TSF PUMP ELECTRIC 7/8/25 - 8/8/25           |
| E 600-43250-381 |            | Combined Utilities              | \$42.92    | 1460301JUL | LIFT PUMP 2 ELECTRIC 7/8/25 - 8/8/25                |
| E 600-43250-381 |            | Combined Utilities              | \$278.38   | 1501301JUL | LIFT PUMP 4 ELECTRIC 7/8/25 - 8/8/25                |
| E 100-43000-381 |            | Combined Utilities              | \$260.75   | 1516802JUL | PW MAINT BLDG ELECTRIC 7/8/25 - 8/8/25              |
| E 100-41900-381 |            | Combined Utilities              | \$119.79   | 1516802JUL | CH OLD SECTION ELECTRIC 7/8/25 - 8/8/25             |
| E 600-43250-381 |            | Combined Utilities              | \$72.12    | 1518101JUL | LIFT PUMP 5 ELECTRIC 7/8/25 - 8/8/25                |
| E 600-43250-381 |            | Combined Utilities              | \$52.80    | 1528301JUL | LIFT PUMP 3 ELECTRIC 7/8/25 - 8/8/25                |
| E 600-43250-381 |            | Combined Utilities              | \$504.78   | 1532601JUL | LIFT PUMP 1 ELECTRIC 7/8/25 - 8/8/25                |
| E 270-49010-381 |            | Combined Utilities              | \$206.27   | 33476401JU | CEMETERY WELL ELECTRIC 7/8/25 - 8/8/25              |
| E 600-43250-381 |            | Combined Utilities              | \$108.53   | 33770501JU | LIFT PUMP 6 ELECTRIC 7/8/25 - 8/8/25                |
| E 600-43250-381 |            | Combined Utilities              | \$61.03    | 33929201JU | LIFT PUMP 7 ELECTRIC 7/8/25 - 8/8/25                |
| E 100-42100-381 |            | Combined Utilities              | \$729.15   | 34120201JU | PD ELECTRIC 7/8/25 - 8/8/25                         |
| E 600-43250-381 |            | Combined Utilities              | \$37.51    | 34265401JU | #8 LIFT STATION ELECTRIC 7/8/25 - 8/8/25            |
| E 270-49010-381 |            | Combined Utilities              | \$153.16   | 34454801JU | CEMETERY NORTH ELECTRIC 7/8/25 - 8/8/25             |
| E 100-43000-381 |            | Combined Utilities              | \$32.00    | 34569801JU | 8319 N SPRUCE DR ELECTRIC 7/8/25 - 8/8/25           |
| E 600-43250-381 |            | Combined Utilities              | \$34.37    | 34613101JU | LIFT PUMP 9 ELECTRIC 7/8/25 - 8/8/25                |
| E 100-43000-381 |            | Combined Utilities              | \$10.00    | 35276301JU | FISHING PIER ELECTRIC 7/8/25 - 8/8/25               |
| E 100-41900-381 |            | Combined Utilities              | \$689.00   | 36058101JU | CH ELECTRIC 7/8/25 - 8/8/25                         |
| Total           |            |                                 | \$6,035.24 |            |   |
| <b>140552</b>   | 09/04/25   | <b>CULLIGAN</b>                 |            |            |   |
| E 100-42100-381 |            | Combined Utilities              | \$32.50    | AUG 2025   | PD WATER - AUG 2025                                 |
| Total           |            |                                 | \$32.50    |            |   |
| <b>140553</b>   | 09/04/25   | <b>ESSENTIA HEALTH</b>          |            |            |   |
| E 100-43000-300 |            | Professional Svcs (GENE)        | \$9.50     | JULY 2025  | PW DRUG & ALCOHOL TESTING J. ZIERDEN, N. CARLSON    |
| E 100-45100-300 |            | Professional Svcs (GENE)        | \$19.10    | JULY 2025  | PARKS DRUG & ALCOHOL TESTING J. ZIERDEN, N. CARLSON |
| E 600-43250-300 |            | Professional Svcs (GENE)        | \$66.40    | JULY 2025  | SEWER DRUG & ALCOHOL TESTING J. ZIERDEN, N. CARLSON |
| Total           |            |                                 | \$95.00    |            |   |
| <b>140554</b>   | 09/04/25   | <b>FIRST SUPPLY LLC</b>         |            |            |   |
| E 270-49010-222 |            | Landscaping                     | \$93.68    | 3795823-00 | CEMETERY IRRIG ROTOR                                |
| Total           |            |                                 | \$93.68    |            |   |
| <b>140555</b>   | 09/04/25   | <b>FYLES SATELLITES INC.</b>    |            |            |   |
| E 100-45100-300 |            | Professional Svcs (GENE)        | \$357.13   | 14099      | PARKS PORTABLE RESTROOM RENTAL 6/19/25 - 8/14/25    |
| E 100-45100-300 |            | Professional Svcs (GENE)        | \$335.00   | 14099      | PARKS PORTABLE RESTROOM RENTAL 6/26/25 - 8/21/25    |
| E 100-45100-300 |            | Professional Svcs (GENE)        | \$335.00   | 14099      | PARKS PORTABLE RESTROOM RENTAL 6/25/25 - 8/20/25    |
| Total           |            |                                 | \$1,027.13 |            |   |
| <b>140556</b>   | 09/04/25   | <b>GrassMaster Professional</b> |            |            |   |
| E 100-42100-402 |            | Grounds Maintenance             | \$292.00   | 116067     | PD LAWN MOWING - AUG 2025                           |

## CITY OF BREEZY POINT

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| Check #         | Check Date | Vendor Name                              | Amount       | Invoice   | Comment                                     |
|-----------------|------------|--|--------------|-----------|---|
| E 100-41900-402 |            | Grounds Maintenance                      | \$492.00     | 116067    | CH/PARKS LAWN MOWING - AUG 2025             |
| E 270-49010-300 |            | Professional Svcs (GENE                  | \$1,028.00   | 116067    | CEMETERY LAWN MOWING - AUG 2025             |
|                 |            | Total                                    | \$1,812.00   |           |   |
| <b>140557</b>   | 09/04/25   | <b>HOISINGTON KOEGLER GROUP INC</b>      |              |           |   |
| E 401-41300-590 |            | Capital Outlay                           | \$3,361.25   | 024-032-7 | ZONING ORDINANCE UPDATE - JAN 2025          |
|                 |            | Total                                    | \$3,361.25   |           |   |
| <b>140558</b>   | 09/04/25   | <b>HYTEC CONSTRUCTION</b>                |              |           |   |
| E 401-41300-590 |            | Capital Outlay                           | \$172,074.22 | 15276     | CH REMODEL/EXPANSION PAY APP #11            |
|                 |            | Total                                    | \$172,074.22 |           |   |
| <b>140559</b>   | 09/04/25   | <b>LAKES AREA WILDLIFE CONTROL</b>       |              |           |   |
| E 100-41900-306 |            | Animal Control                           | \$583.50     | 14919     | ANIMAL CONTROL - AUG 2025                   |
|                 |            | Total                                    | \$583.50     |           |   |
| <b>140560</b>   | 09/04/25   | <b>LAKES PRINTING INC</b>                |              |           |   |
| E 100-41300-200 |            | General Operating (Suppli                | \$198.85     | 228018    | BUSINESS CARDS - A. POLSFUSS                |
|                 |            | Total                                    | \$198.85     |           |   |
| <b>140561</b>   | 09/04/25   | <b>LANDSBURG LANDSCAPE NURSERY</b>       |              |           |   |
| E 270-49010-300 |            | Professional Svcs (GENE                  | \$1,852.95   | 5314      | CEMETERY GROUNDS MAINTENANCE                |
|                 |            | Total                                    | \$1,852.95   |           |   |
| <b>140562</b>   | 09/04/25   | <b>LARSON EXCAVATING CONTRACTORS INC</b> |              |           |   |
| E 602-41950-591 |            | Construction Costs                       | \$88,050.74  | PAY APP 2 | 2025 CR-11 SANITARY SEWER EXT PAY AP #2     |
|                 |            | Total                                    | \$88,050.74  |           |   |
| <b>140563</b>   | 09/04/25   | <b>LAW ENFORCEMENT LABOR SERVICES</b>    |              |           |   |
| G 100-21710     |            | Other Deductions                         | \$292.00     | SEPT 2025 | PD UNION DUES - SEPT 2025                   |
|                 |            | Total                                    | \$292.00     |           |   |
| <b>140564</b>   | 09/04/25   | <b>M&amp;R SIGN CO., INC.</b>            |              |           |   |
| E 100-45100-210 |            | Operating Supplies (GEN                  | \$835.25     | 228892    | PARKS SIGNAGE                               |
| E 100-43000-226 |            | Sign Materials                           | \$543.00     | 229050    | PW SIGN POSTS                               |
|                 |            | Total                                    | \$1,378.25   |           |   |
| <b>140565</b>   | 09/04/25   | <b>MARCO TECHNOLOGIES LLC</b>            |              |           |   |
| E 100-42100-400 |            | Equipment                                | \$143.39     | 562924506 | PD COPIER LEASE 8/17/25 - 9/17/25           |
|                 |            | Total                                    | \$143.39     |           |   |
| <b>140566</b>   | 09/04/25   | <b>MENARDS- BAXTER</b>                   |              |           |   |
| E 100-41300-200 |            | General Operating (Suppli                | \$7.18       | 51492     | SPRING WATER                                |
| E 100-43000-200 |            | General Operating (Suppli                | \$50.26      | 51492     | SPRING WATER                                |
| E 100-43000-229 |            | Culverts/MB Supports                     | \$1,239.92   | 52915     | PW CULVERTS                                 |
|                 |            | Total                                    | \$1,297.36   |           |   |
| <b>140567</b>   | 09/04/25   | <b>ON SYSTEMS INC</b>                    |              |           |   |
| E 401-31810-200 |            | General Operating (Suppli                | \$1,293.00   | 12125     | CH WIRING, MONITOR, SURVEILLANCE<br>INSTALL |
|                 |            | Total                                    | \$1,293.00   |           |   |

CITY OF BREEZY POINT

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Batch: 090425PAY,090425PAY-2,PRL-091125,091825PAY,PRL-093025,PRL-092525

| Check #         | Check Date | Vendor Name                              | Amount      | Invoice    | Comment                                    |
|-----------------|------------|--|-------------|------------|--|
| <b>140568</b>   | 09/04/25   | <b>PAPER STORM</b>                       |             |            |  |
| E 100-42100-300 |            | Professional Svcs (GENE                  | \$67.60     | 30316      | PD DOCUMENT DESTRUCTION - AUG 2025         |
|                 |            | Total                                    | \$67.60     |            |  |
| <b>140569</b>   | 09/04/25   | <b>PEQUOT LAKES SANITATION</b>           |             |            |  |
| E 100-41900-324 |            | Recycling                                | \$40.00     | SEPT 2025  | RECYCLING SERVICE - SEPT 2025              |
| E 100-41900-381 |            | Combined Utilities                       | \$62.66     | SEPT 2025  | CH GARBAGE SERVICE - SEPT 2025             |
| E 100-43000-381 |            | Combined Utilities                       | \$41.77     | SEPT 2025  | PW GARBAGE SERVICE - SEPT 2025             |
| E 100-42100-381 |            | Combined Utilities                       | \$25.10     | SEPT 2025  | PD GARBAGE SERVICE - SEPT 2025             |
|                 |            | Total                                    | \$169.53    |            |  |
| <b>140570</b>   | 09/04/25   | <b>SADUSKY RENOVATIONS</b>               |             |            |  |
| E 100-41910-309 |            | Building Inspector                       | \$4,524.44  | AUG 2025   | BLDG INSPECTOR SERVICES - AUG 2025         |
|                 |            | Total                                    | \$4,524.44  |            |  |
| <b>140571</b>   | 09/04/25   | <b>THE OFFICE SHOP</b>                   |             |            |  |
| E 100-42100-200 |            | General Operating (Suppli                | \$20.99     | 1157666-0  | PD BAGS                                    |
|                 |            | Total                                    | \$20.99     |            |  |
| <b>140572</b>   | 09/04/25   | <b>THURLOW HARDWARE &amp; RENTAL</b>     |             |            |  |
| E 100-45100-210 |            | Operating Supplies (GEN                  | \$1.48      | A186648    | PARKS IRRIG PIPE                           |
|                 |            | Total                                    | \$1.48      |            |  |
| <b>140573</b>   | 09/04/25   | <b>VERIZON WIRELESS</b>                  |             |            |  |
| E 100-43000-321 |            | Telephone                                | \$100.42    | 6120667901 | PW CELL PHONES 8/11/25 - 9/10/25           |
| E 600-43250-321 |            | Telephone                                | \$100.42    | 6120667901 | SEWER CELL PHONES 8/11/25 - 9/10/25        |
|                 |            | Total                                    | \$200.84    |            |  |
| <b>140574</b>   | 09/04/25   | <b>WIDSETH SMITH NOLTING &amp; ASSOC</b> |             |            |  |
| E 401-41900-300 |            | Professional Svcs (GENE                  | \$2,300.20  | 239776     | CH REMODEL & ADD ENG FEES THRU 8/8/25      |
| E 602-41950-592 |            | Engineering Costs                        | \$15,044.15 | 240073     | CR 11 SEWER EXTENSION ENG FEES THRU 8/8/25 |
| E 401-41900-300 |            | Professional Svcs (GENE                  | \$420.00    | 240074     | 2024 BP CIP ENG FEES THRU 8/8/25           |
|                 |            | Total                                    | \$17,764.35 |            |  |
| <b>140575</b>   | 09/04/25   | <b>XCEL ENERGY</b>                       |             |            |  |
| E 100-41900-381 |            | Combined Utilities                       | \$22.77     | 942272547  | CH NATURAL GAS 7/31/25 - 8/28/25           |
| E 100-43000-381 |            | Combined Utilities                       | \$22.77     | 942272547  | PW NATURAL GAS 7/31/25 - 8/28/25           |
|                 |            | Total                                    | \$45.54     |            |  |
| <b>140576</b>   | 09/04/25   | <b>J.A.G. INTERIOR SOLUTIONS INC</b>     |             |            |  |
| E 401-41300-590 |            | Capital Outlay                           | \$4,444.85  | 2025-1180  | CH WINDOW COVERINGS 75% DOWN PAYMENT       |
|                 |            | Total                                    | \$4,444.85  |            |  |
| <b>140578</b>   | 09/18/25   | <b>AAA RENTAL INC</b>                    |             |            |  |
| E 100-43000-225 |            | Blacktop Repair                          | \$250.00    | 91730      | PW ROLLER COMPACTOR RIDE-ON                |
|                 |            | Total                                    | \$250.00    |            |  |
| <b>140579</b>   | 09/18/25   | <b>AMERICAN STEEL SUPPLY INC</b>         |             |            |  |
| E 600-43250-220 |            | Repair/Maint Supply (GEN                 | \$683.00    | 127296     | SEWER PIPE                                 |
| E 100-43000-220 |            | Repair/Maint Supply (GEN                 | \$70.64     | 127449     | PW SHEET 11, 14, 16 GA                     |

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| Check #         | Check Date | Vendor Name                           | Amount     | Invoice     | Comment                             |
|-----------------|------------|---------------------------------------|------------|-------------|-------------------------------------|
| Total           |            |                                       | \$753.64   |             |                                     |
| <b>140580</b>   | 09/18/25   | <b>Anderson Brothers Constr Inc</b>   |            |             |                                     |
| E 100-43000-225 |            | Blacktop Repair                       | \$2,064.75 | 37757       | PW HOT MIX                          |
| Total           |            |                                       | \$2,064.75 |             |                                     |
| <b>140581</b>   | 09/18/25   | <b>CENTRAL LAKE ARMOR EXPRESS INC</b> |            |             |                                     |
| E 100-42100-417 |            | Uniforms                              | \$2,168.80 | IN-0245754  | PD UNIFORMS                         |
| Total           |            |                                       | \$2,168.80 |             |                                     |
| <b>140582</b>   | 09/18/25   | <b>AT&amp;T MOBILITY</b>              |            |             |                                     |
| E 100-42100-321 |            | Telephone                             | \$960.86   | AUG 2025    | PD CELL PHONES 7/26/25 - 8/26/25    |
| Total           |            |                                       | \$960.86   |             |                                     |
| <b>140583</b>   | 09/18/25   | <b>AW RESEARCH LABORATORIES INC</b>   |            |             |                                     |
| E 600-43250-326 |            | MPCA Permit/Lab Testing               | \$166.00   | 71775       | SEWER TESTING                       |
| Total           |            |                                       | \$166.00   |             |                                     |
| <b>140584</b>   | 09/18/25   | <b>BREEZY POINT HARDWARE</b>          |            |             |                                     |
| E 600-43250-220 |            | Repair/Maint Supply (GEN              | \$23.96    | 37663       | SEWER PVC PIPE & CEMENT             |
| E 100-43000-200 |            | General Operating (Suppli             | \$26.98    | 37672       | PW TAPE MEASURES                    |
| E 100-45100-401 |            | Maint Buildings                       | \$26.99    | 37689       | PARKS TOILET SEAT                   |
| E 100-41900-401 |            | Maint Buildings                       | \$6.99     | 37733       | CH REFILL STRIP                     |
| E 100-41900-401 |            | Maint Buildings                       | \$9.35     | 37735       | CH COMMAND STRIPS                   |
| Total           |            |                                       | \$94.27    |             |                                     |
| <b>140585</b>   | 09/18/25   | <b>CENTRAL LAKES COLLEGE</b>          |            |             |                                     |
| E 100-45100-210 |            | Operating Supplies (GEN               | \$291.00   | CI000001345 | PARKS ALUMINUM SIGN                 |
| Total           |            |                                       | \$291.00   |             |                                     |
| <b>140586</b>   | 09/18/25   | <b>CHARTER COMMUNICATIONS - PA</b>    |            |             |                                     |
| E 100-41100-100 |            | Compensation (GENERAL                 | \$0.42     | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-41300-200 |            | General Operating (Suppli             | \$1.40     | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-41900-381 |            | Combined Utilities                    | \$54.03    | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-41910-200 |            | General Operating (Suppli             | \$0.42     | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-42100-308 |            | Software / IT Support                 | \$55.99    | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-43000-200 |            | General Operating (Suppli             | \$0.70     | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 600-43250-200 |            | General Operating (Suppli             | \$27.02    | 15648120109 | INTERNET SERVICE 9/8/25 - 10/7/25   |
| E 100-42100-381 |            | Combined Utilities                    | \$30.88    | 17560430109 | PD CABLE TV 9/2/25 - 10/1/25        |
| Total           |            |                                       | \$170.86   |             |                                     |
| <b>140587</b>   | 09/18/25   | <b>CROW WING CO TREASURER</b>         |            |             |                                     |
| E 100-41910-302 |            | E911 / Permit Exp                     | \$50.00    | 8797        | E-911 ADDRESSING - AUG 2025         |
| Total           |            |                                       | \$50.00    |             |                                     |
| <b>140588</b>   | 09/18/25   | <b>CTC</b>                            |            |             |                                     |
| E 100-41300-321 |            | Telephone                             | \$257.19   | 21651519    | CH PNONE SERVICE 9/12/25 - 10/11/25 |
| E 100-43000-321 |            | Telephone                             | \$35.07    | 21651519    | PW PNONE SERVICE 9/12/25 - 10/11/25 |
| E 100-42100-321 |            | Telephone                             | \$436.58   | 21651519    | PD PNONE SERVICE 9/12/25 - 10/11/25 |
| Total           |            |                                       | \$728.84   |             |                                     |

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|-----------------|------------|--|------------|--------------|--|
| <b>140589</b>   | 09/18/25   | <b>EMERGENCY COMMUNICATION SYSTEMS</b> |            |              |  |
| E 100-42100-300 |            | Professional Svcs (GENE                | \$4,103.00 | 4631         | ANNUAL TORNADO SIREN MAINTENANCE             |
|                 |            | Total                                  | \$4,103.00 |              |  |
| <b>140590</b>   | 09/18/25   | <b>FORUM COMMUNICATIONS COMPANY</b>    |            |              |  |
| E 100-41900-300 |            | Professional Svcs (GENE                | \$243.44   | 12025.000961 | ADMINISTRATIVE ASST JOB POSTING              |
|                 |            | Total                                  | \$243.44   |              |  |
| <b>140591</b>   | 09/18/25   | <b>FYLES SATELLITES INC.</b>           |            |              |  |
| E 100-45100-300 |            | Professional Svcs (GENE                | \$410.00   | 14254        | PARKS PORTABLE TOILET RENTAL 7/9/25 - 9/3/25 |
|                 |            | Total                                  | \$410.00   |              |  |
| <b>140592</b>   | 09/18/25   | <b>GALLS LLC</b>                       |            |              |  |
| E 100-42100-417 |            | Uniforms                               | \$90.50    | 31733654     | PD UNIFORMS                                  |
|                 |            | Total                                  | \$90.50    |              |  |
| <b>140593</b>   | 09/18/25   | <b>GOPHER STATE ONE CALL</b>           |            |              |  |
| E 600-43250-332 |            | Gopher One Locates                     | \$36.45    | 5080245      | SEWER LOCATES - AUG 2025                     |
|                 |            | Total                                  | \$36.45    |              |  |
| <b>140594</b>   | 09/18/25   | <b>HEARTLAND ANIMAL RESCUE TEAM</b>    |            |              |  |
| E 100-41900-306 |            | Animal Control                         | \$333.87   | 08/2025      | ANIMAL IMPOUND FEES - AUG 2025               |
|                 |            | Total                                  | \$333.87   |              |  |
| <b>140595</b>   | 09/18/25   | <b>CARYN HOLLINGSWORTH</b>             |            |              |  |
| E 100-42100-208 |            | Training and Education                 | \$159.60   | 091125       | BCA TAC TRAINING MILEAGE REIMBURSEMENT       |
|                 |            | Total                                  | \$159.60   |              |  |
| <b>140596</b>   | 09/18/25   | <b>MARCO TECHNOLOGIES LLC</b>          |            |              |  |
| E 100-41900-400 |            | Equipment                              | \$636.26   | 563334945    | CH COPIER LEASE 8/22/25 - 9/22/25            |
| E 600-43250-200 |            | General Operating (Suppli              | \$159.07   | 563334945    | CH COPIER LEASE 8/22/25 - 9/22/25            |
|                 |            | Total                                  | \$795.33   |              |  |
| <b>140597</b>   | 09/18/25   | <b>MENARDS- BAXTER</b>                 |            |              |  |
| E 100-41900-401 |            | Maint Buildings                        | \$502.11   | 53489        | CH SOFTENER SALT                             |
| E 100-43000-200 |            | General Operating (Suppli              | \$12.39    | 53489        | PW DEGREASER                                 |
| E 100-45100-210 |            | Operating Supplies (GEN                | \$114.06   | 53489        | PARKS CONCRETE FORMINGS                      |
| E 100-45100-210 |            | Operating Supplies (GEN                | \$163.64   | 53807        | PARKS STAIN, BRUSH, CEDAR POST               |
| E 100-45100-210 |            | Operating Supplies (GEN                | \$397.99   | 53880        | PARKS CONCRETE MIX & ANCHOR BOLTS            |
| E 100-45100-210 |            | Operating Supplies (GEN                | \$57.62    | 54276        | PARKS CLEANERS                               |
|                 |            | Total                                  | \$1,247.81 |              |  |
| <b>140598</b>   | 09/18/25   | <b>MINNESOTA RURAL WATER ASSO</b>      |            |              |  |
| E 600-43250-208 |            | Training and Education                 | \$150.00   | 2025-2026    | SEWER MEMBERSHIP DUES 9/01/25 - 8/31/26      |
| G 600-15500     |            | Prepaid Items                          | \$300.00   | 2025-2026    | SEWER MEMBERSHIP DUES 9/01/25 - 8/31/26      |
|                 |            | Total                                  | \$450.00   |              |  |
| <b>140599</b>   | 09/18/25   | <b>MN SECRETERY OF STATE - NOTARY</b>  |            |              |  |
| E 100-42100-300 |            | Professional Svcs (GENE                | \$120.00   | 091825       | PD NOTARY RENEWAL C. HOLLINGSWORTH           |

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|-----------------|------------|-----------------------------------|------------|-------------|--|
| Total           |            |                                   | \$120.00   |             |  |
| <b>140600</b>   | 09/18/25   | <b>NCPERS Group Life Ins</b>      |            |             |  |
| G 100-21710     |            | Other Deductions                  | \$80.00    | 35750010202 | LIFE INS PREMIUMS - OCT 2025               |
| Total           |            |                                   | \$80.00    |             |  |
| <b>140601</b>   | 09/18/25   | <b>ON SYSTEMS INC</b>             |            |             |  |
| E 100-41900-308 |            | Software / IT Support             | \$721.60   | 12141       | IT SUPPORT - SEPT 2025                     |
| E 100-41910-308 |            | Software / IT Support             | \$288.64   | 12141       | IT SUPPORT - SEPT 2025                     |
| E 100-42100-308 |            | Software / IT Support             | \$2,020.49 | 12141       | IT SUPPORT - SEPT 2025                     |
| E 100-43000-308 |            | Software / IT Support             | \$216.48   | 12141       | IT SUPPORT - SEPT 2025                     |
| E 600-43250-308 |            | Software / IT Support             | \$360.80   | 12141       | IT SUPPORT - SEPT 2025                     |
| Total           |            |                                   | \$3,608.01 |             |  |
| <b>140602</b>   | 09/18/25   | <b>Oxygen Forensics</b>           |            |             |  |
| E 100-42100-300 |            | Professional Svcs (GENE           | \$1,847.50 | 101795-1    | PD DETECTIVE SMS RENEWAL 6/17/25 - 6/17/26 |
| G 100-15500     |            | Prepaid Items                     | \$1,847.50 | 101795-1    | PD DETECTIVE SMS RENEWAL 6/17/25 - 6/17/26 |
| Total           |            |                                   | \$3,695.00 |             |  |
| <b>140603</b>   | 09/18/25   | <b>PELICAN SQUARE INC</b>         |            |             |  |
| E 100-42100-200 |            | General Operating (Suppli         | \$14.76    | 1012601     | PD NITE TO UNITE FOIL & ROASTER            |
| Total           |            |                                   | \$14.76    |             |  |
| <b>140604</b>   | 09/18/25   | <b>PETTY CASH</b>                 |            |             |  |
| E 100-41910-331 |            | Travel Expenses / Mileage         | \$5.76     | 011625      | PZ MILEAGE REIMBURSEMENT                   |
| E 600-43250-331 |            | Travel Expenses / Mileage         | \$19.60    | 011625      | SEWER LIFTS MILEAGE REIMB B. SCHULTZ       |
| E 600-43250-331 |            | Travel Expenses / Mileage         | \$28.14    | 022625      | SEWER LIFTS MILEAGE REIMB B. PRATT         |
| E 100-41300-256 |            | Elections                         | \$2.29     | 041425      | SPECIAL ELECTIONS ICE                      |
| E 100-41300-256 |            | Elections                         | \$2.29     | 041425      | SPECIAL ELECTIONS ICE                      |
| E 100-41300-200 |            | General Operating (Suppli         | \$5.99     | 051425      | CH ICE                                     |
| E 100-41910-300 |            | Professional Svcs (GENE           | \$4.73     | 091125      | PZ POSTAGE                                 |
| E 100-42100-208 |            | Training and Education            | \$10.06    | 091725      | PD TRAINING MILEAGE REIMB J. LORCH         |
| Total           |            |                                   | \$78.86    |             |  |
| <b>140605</b>   | 09/18/25   | <b>POWERPLAN</b>                  |            |             |  |
| E 100-43000-220 |            | Repair/Maint Supply (GEN          | \$48.30    | 2538519     | PW CLAMPS                                  |
| Total           |            |                                   | \$48.30    |             |  |
| <b>140606</b>   | 09/18/25   | <b>QUADIENT FINANCE USA, INC.</b> |            |             |  |
| G 100-15500     |            | Prepaid Items                     | \$300.00   | AUG 2025    | POSTAGE PURCHASE 8/28/25                   |
| Total           |            |                                   | \$300.00   |             |  |
| <b>140607</b>   | 09/18/25   | <b>NICHOLAS SALVEVOLD</b>         |            |             |  |
| E 100-42100-208 |            | Training and Education            | \$159.60   | 091125      | PD TRAINING MILEAGE REIMBURSEMENT          |
| Total           |            |                                   | \$159.60   |             |  |
| <b>140608</b>   | 09/18/25   | <b>SPARROW CLEANING SERVICE</b>   |            |             |  |
| E 100-41900-401 |            | Maint Buildings                   | \$380.00   | 3832        | CH OFFICE CLEANING - AUG 2025              |
| Total           |            |                                   | \$380.00   |             |  |
| <b>140609</b>   | 09/18/25   | <b>SWANSTON EQUIPMENT CORP</b>    |            |             |  |

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|-----------------|------------|--------------------------|---------------------|-------------|-------------------------------------|
| E 100-43000-225 |            | Blacktop Repair          | \$1,700.00          | R01602      | PW HOT ASPHALT                      |
|                 |            | Total                    | \$1,700.00          |             |                                     |
| <b>140610</b>   | 09/18/25   | <b>TDS TELECOM</b>       |                     |             |                                     |
| E 100-41900-308 |            | Software / IT Support    | \$30.25             | SEPT 2025   | INTERNET SERVICE 9/13/25 - 10/12/25 |
| E 100-41910-308 |            | Software / IT Support    | \$12.10             | SEPT 2025   | INTERNET SERVICE 9/13/25 - 10/12/25 |
| E 100-42100-308 |            | Software / IT Support    | \$84.69             | SEPT 2025   | INTERNET SERVICE 9/13/25 - 10/12/25 |
| E 100-43000-308 |            | Software / IT Support    | \$9.07              | SEPT 2025   | INTERNET SERVICE 9/13/25 - 10/12/25 |
| E 600-43250-308 |            | Software / IT Support    | \$15.12             | SEPT 2025   | INTERNET SERVICE 9/13/25 - 10/12/25 |
|                 |            | Total                    | \$151.23            |             |                                     |
| <b>140611</b>   | 09/18/25   | <b>US AUTOFORCE</b>      |                     |             |                                     |
| E 100-42100-220 |            | Repair/Maint Supply (GEN | \$942.56            | INV00114856 | PD TIRES                            |
|                 |            | Total                    | \$942.56            |             |                                     |
| <b>140612</b>   | 09/18/25   | <b>Vestis</b>            |                     |             |                                     |
| E 100-41900-401 |            | Maint Buildings          | \$159.99            | 2530448267  | CH RUGS - SEPT 2025                 |
|                 |            | Total                    | \$159.99            |             |                                     |
| <b>140613</b>   | 09/18/25   | <b>XCEL ENERGY</b>       |                     |             |                                     |
| E 100-42100-381 |            | Combined Utilities       | \$37.43             | 942388510   | PD NATURAL GAS 7/31/25 - 8/28/25    |
|                 |            | Total                    | \$37.43             |             |                                     |
|                 |            | <b>10100</b>             | <b>\$421,862.51</b> |             |                                     |

**Fund Summary**

| <b>10100 Primary</b>              |                     |
|-----------------------------------|---------------------|
| 100 GENERAL FUND                  | \$124,505.66        |
| 270 CEMETERY Special Revenue Fund | \$3,334.06          |
| 401 Revolving Capital Fund        | \$183,893.52        |
| 600 SEWER OPERATING FUND          | \$7,034.38          |
| 602 Sewer Capital Projects Fund   | \$103,094.89        |
|                                   | <b>\$421,862.51</b> |

Report Criteria:  
 Report type: Invoice detail  
 Check.Type = {<->} "Adjustment"

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                          | Invoice Number | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|---------------|------------------|--------------|---------------|--------------------------------|----------------|--------------------|----------------|----------------|--------------|
| <b>140614</b> |                  |              |               |                                |                |                    |                |                |              |
| 09/25         | 09/25/2025       | 140614       | 61            | Crow Wing Power                | 34120201AUG    | 100-42100-42381    | .00            | 694.22         | 694.22       |
| Total 140614: |                  |              |               |                                |                |                    | .00            | 694.22         | 694.22       |
| <b>140615</b> |                  |              |               |                                |                |                    |                |                |              |
| 09/25         | 09/25/2025       | 140615       | 107           | SPARROW CLEANING SERVICE       | 3833           | 100-42100-42401    | .00            | 360.00         | 360.00       |
| Total 140615: |                  |              |               |                                |                |                    | .00            | 360.00         | 360.00       |
| <b>140616</b> |                  |              |               |                                |                |                    |                |                |              |
| 09/25         | 09/25/2025       | 140616       | 3377          | VICTORY AUTOMOTIVE SERVICE LLC | 1403834        | 100-42100-42220    | .00            | 68.60          | 68.60        |
| Total 140616: |                  |              |               |                                |                |                    | .00            | 68.60          | 68.60        |
| <b>140617</b> |                  |              |               |                                |                |                    |                |                |              |
| 09/25         | 09/25/2025       | 140617       | 3054          | WSB                            | R-022038-00-   | 401-41900-41300    | .00            | 13,596.50      | 13,596.50    |
| Total 140617: |                  |              |               |                                |                |                    | .00            | 13,596.50      | 13,596.50    |
| <b>140618</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140618       | 102           | AAA RENTAL INC                 | 92008          | 100-43000-43225    | .00            | 750.00         | 750.00       |
| Total 140618: |                  |              |               |                                |                |                    | .00            | 750.00         | 750.00       |
| <b>140619</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140619       | 12            | AW RESEARCH LABORATORIES INC   | 74017          | 600-43250-43326    | .00            | 224.00         | 224.00       |
| Total 140619: |                  |              |               |                                |                |                    | .00            | 224.00         | 224.00       |
| <b>140620</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37789          | 100-41900-41401    | .00            | 3.58           | 3.58         |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37842          | 100-43000-43212    | .00            | 22.07          | 22.07        |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37843          | 100-45100-45212    | .00            | 4.44           | 4.44         |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37850          | 100-45100-45212    | .00            | 27.49          | 27.49        |

City of Breezy Point

Check Register - Invoice Detail  
 Check Issue Dates: 9/25/2025 - 10/1/2025

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                          | Invoice Number | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|---------------|------------------|--------------|---------------|--------------------------------|----------------|--------------------|----------------|----------------|--------------|
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37856          | 100-45100-45212    | .00            | 51.63          | 51.63        |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37868          | 100-45100-45212    | .00            | 14.59          | 14.59        |
| 10/25         | 10/01/2025       | 140620       | 2519          | BREEZY POINT HARDWARE          | 37877          | 100-45100-45210    | .00            | 40.08          | 40.08        |
| Total 140620: |                  |              |               |                                |                |                    | .00            |                | 163.88       |
| <b>140621</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140621       | 129           | CITY OF BREEZY POINT           | 3RD QTR 202    | 100-41900-41381    | .00            | 150.00         | 150.00       |
| Total 140621: |                  |              |               |                                |                |                    | .00            |                | 150.00       |
| <b>140622</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140622       | 2500          | COMPENSATION CONSULTANTS LTD   | 4731           | 100-41900-41313    | .00            | 55.00          | 55.00        |
| Total 140622: |                  |              |               |                                |                |                    | .00            |                | 55.00        |
| <b>140623</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140623       | 3236          | CROW WING CO SANITARY LANDFILL | 216099         | 100-41900-41300    | .00            | 80.00          | 80.00        |
| Total 140623: |                  |              |               |                                |                |                    | .00            |                | 80.00        |
| <b>140624</b> |                  |              |               |                                |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1438703AUG2    | 600-43250-43381    | .00            | 2,660.44       | 2,660.44     |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1439301AUG2    | 600-43250-43381    | .00            | 135.62         | 135.62       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1460301AUG2    | 600-43250-43381    | .00            | 41.56          | 41.56        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1501301AUG2    | 600-43250-43381    | .00            | 267.89         | 267.89       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1516802AUG2    | 100-43000-43381    | .00            | 242.73         | 242.73       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1518101AUG2    | 600-43250-43381    | .00            | 70.77          | 70.77        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1528301AUG2    | 600-43250-43381    | .00            | 50.40          | 50.40        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 1532601AUG2    | 600-43250-43381    | .00            | 456.36         | 456.36       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 33476401AUG    | 270-49010-49381    | .00            | 203.28         | 203.28       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 33770501AUG    | 600-43250-43381    | .00            | 104.47         | 104.47       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 33929201AUG    | 600-43250-43381    | .00            | 57.15          | 57.15        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 34265401AUG    | 600-43250-43381    | .00            | 37.97          | 37.97        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 34454801AUG    | 270-49010-49381    | .00            | 134.89         | 134.89       |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 34569801AUG    | 600-43250-43381    | .00            | 32.00          | 32.00        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 34613101AUG    | 600-43250-43381    | .00            | 34.82          | 34.82        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 35276301AUG    | 100-43000-43381    | .00            | 10.00          | 10.00        |
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power                | 36058101AUG    | 100-41900-41381    | .00            | 526.00         | 526.00       |

M = Manual Check, V = Void Check

City of Breezy Point

Check Register - Invoice Detail  
 Check Issue Dates: 9/25/2025 - 10/1/2025

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                        | Invoice Number | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|---------------|------------------|--------------|---------------|------------------------------|----------------|--------------------|----------------|----------------|--------------|
| 10/25         | 10/01/2025       | 140624       | 61            | Crow Wing Power              | 49197          | 401-41300-41590    | .00            | 1,000.00       | 1,000.00     |
| Total 140624: |                  |              |               |                              |                |                    | .00            |                | 6,066.35     |
| <b>140625</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140625       | 3187          | D&N LANDWORKS LLC            | 6828           | 100-45100-45222    | .00            | 612.50         | 612.50       |
| Total 140625: |                  |              |               |                              |                |                    | .00            |                | 612.50       |
| <b>140626</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140626       | 2996          | Dallman Signs                | 1049           | 100-42100-42590    | .00            | 1,024.00       | 1,024.00     |
| Total 140626: |                  |              |               |                              |                |                    | .00            |                | 1,024.00     |
| <b>140627</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140627       | 2159          | DIAMOND INDUSTRIAL CLEANING  | 27496          | 100-42100-42401    | .00            | 1,266.00       | 1,266.00     |
| Total 140627: |                  |              |               |                              |                |                    | .00            |                | 1,266.00     |
| <b>140628</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140628       | 1543          | LAW ENFORCEMENT LABOR SERVIC | OCT 2025       | 100-21710          | .00            | 292.00         | 292.00       |
| Total 140628: |                  |              |               |                              |                |                    | .00            |                | 292.00       |
| <b>140629</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140629       | 2720          | MARCO TECHNOLOGIES LLC       | 565105590      | 100-42100-42400    | .00            | 143.39         | 143.39       |
| Total 140629: |                  |              |               |                              |                |                    | .00            |                | 143.39       |
| <b>140630</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140630       | 173           | MENARDS- BAXTER              | 54834          | 100-45100-45210    | .00            | 63.62          | 63.62        |
| 10/25         | 10/01/2025       | 140630       | 173           | MENARDS- BAXTER              | 54876          | 100-42100-42220    | .00            | 24.99          | 24.99        |
| Total 140630: |                  |              |               |                              |                |                    | .00            |                | 88.61        |
| <b>140631</b> |                  |              |               |                              |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140631       | 2335          | MIDWEST MACHINERY CO         | 10632689       | 600-43250-43220    | .00            | 88.35          | 88.35        |

City of Breezy Point

Check Register - Invoice Detail  
 Check Issue Dates: 9/25/2025 - 10/1/2025

| GL Period     | Check Issue Date | Check Number | Vendor Number | Payee                         | Invoice Number | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|---------------|------------------|--------------|---------------|-------------------------------|----------------|--------------------|----------------|----------------|--------------|
| Total 140631: |                  |              |               |                               |                |                    | .00            |                | 88.35        |
| <b>140632</b> |                  |              |               |                               |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140632       | 2224          | ON SYSTEMS INC                | 12216          | 4013181031200      | .00            | 1,314.00       | 1,314.00     |
| 10/25         | 10/01/2025       | 140632       | 2224          | ON SYSTEMS INC                | 12217          | 4013181031200      | .00            | 1,166.00       | 1,166.00     |
| Total 140632: |                  |              |               |                               |                |                    | .00            |                | 2,480.00     |
| <b>140633</b> |                  |              |               |                               |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140633       | 1118          | SATHER CONCRETE PRODUCTS INC  | 20021          | 600-43250-43220    | .00            | 536.88         | 536.88       |
| Total 140633: |                  |              |               |                               |                |                    | .00            |                | 536.88       |
| <b>140634</b> |                  |              |               |                               |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140634       | 1274          | VERIZON WIRELESS              | 6123151473     | 600-43250-43321    | .00            | 200.92         | 200.92       |
| Total 140634: |                  |              |               |                               |                |                    | .00            |                | 200.92       |
| <b>140635</b> |                  |              |               |                               |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140635       | 1632          | WIDSETH SMITH NOLTING & ASSOC | 1403867        | 100-42100-42220    | .00            | 116.45         | 116.45       |
| 10/25         | 10/01/2025       | 140635       | 1632          | WIDSETH SMITH NOLTING & ASSOC | 240447         | 401-41900-41300    | .00            | 2,300.20       | 2,300.20     |
| Total 140635: |                  |              |               |                               |                |                    | .00            |                | 2,416.65     |
| <b>140636</b> |                  |              |               |                               |                |                    |                |                |              |
| 10/25         | 10/01/2025       | 140636       | 3054          | WSB                           | R-022038-000   | 401-41900-41300    | .00            | 3,115.25       | 3,115.25     |
| 10/25         | 10/01/2025       | 140636       | 3054          | WSB                           | R-022038-000   | 401-41900-41300    | .00            | 4,546.75       | 4,546.75     |
| Total 140636: |                  |              |               |                               |                |                    | .00            |                | 7,662.00     |
| Grand Totals: |                  |              |               |                               |                |                    | .00            |                | 39,019.85    |

Summary by General Ledger Account Number

| GL Account           | Debit            | Credit            | Proof      |
|----------------------|------------------|-------------------|------------|
| 100-20200            | .00              | 6,743.84-         | 6,743.84-  |
| 100-21710            | 292.00           | .00               | 292.00     |
| 100-41900-41300      | 80.00            | .00               | 80.00      |
| 100-41900-41313      | 55.00            | .00               | 55.00      |
| 100-41900-41381      | 797.37           | .00               | 797.37     |
| 100-41900-41401      | 3.58             | .00               | 3.58       |
| 100-42100-42220      | 210.04           | .00               | 210.04     |
| 100-42100-42381      | 694.22           | .00               | 694.22     |
| 100-42100-42400      | 143.39           | .00               | 143.39     |
| 100-42100-42401      | 1,626.00         | .00               | 1,626.00   |
| 100-42100-42590      | 1,024.00         | .00               | 1,024.00   |
| 100-43000-43212      | 22.07            | .00               | 22.07      |
| 100-43000-43220      | 44.80            | .00               | 44.80      |
| 100-43000-43225      | 750.00           | .00               | 750.00     |
| 100-43000-43321      | 100.46           | .00               | 100.46     |
| 100-43000-43381      | 131.36           | .00               | 131.36     |
| 100-45100-45210      | 58.90            | .00               | 58.90      |
| 100-45100-45212      | 98.15            | .00               | 98.15      |
| 100-45100-45222      | 612.50           | .00               | 612.50     |
| 270-20200            | .00              | 338.17-           | 338.17-    |
| 270-49010-49381      | 338.17           | .00               | 338.17     |
| 401-20200            | .00              | 27,038.70-        | 27,038.70- |
| 4013181031200        | 2,480.00         | .00               | 2,480.00   |
| 401-41300-41590      | 1,000.00         | .00               | 1,000.00   |
| 401-41900-41300      | 23,558.70        | .00               | 23,558.70  |
| 600-20200            | .00              | 4,899.14-         | 4,899.14-  |
| 600-43250-43220      | 625.23           | .00               | 625.23     |
| 600-43250-43321      | 100.46           | .00               | 100.46     |
| 600-43250-43326      | 224.00           | .00               | 224.00     |
| 600-43250-43381      | 3,949.45         | .00               | 3,949.45   |
| <b>Grand Totals:</b> | <b>39,019.85</b> | <b>39,019.85-</b> | <b>.00</b> |

# **Breezy Point City Council**

## **September 2, 2025 – 6:30 pm**

### **Meeting minutes**

#### **Call To Order**

Mayor Roggenkamp called the Breezy Point City Council regular meeting to order on Tuesday, September 2, 2025 at 6:30 PM.

#### **Pledge Of Allegiance**

The Pledge of Allegiance was recited.

#### **Roll Call**

Administrator Polsfuss conducted the roll call. Council members Steve Jensen, Todd Roggenkamp, and Michael Moroni were present. Rebecca Ball and Brad Scott were absent. Staff Present included Administrator Allie Polsfuss, Planner Jerry Bohnsack, Finance Specialist Janette Rust, Police Chief Brian Sandell, Deputy City Clerk Deb Runksmeier, and Public Works Supervisor Joe Zierden.

#### **Open Forum**

No one came forward to speak, and the open forum was closed.

#### **Consent Agenda**

- Claims Totaling \$605,726.66-Checks 140482-140543 and eChecks 3969e-3997e;
- City Council Meeting Minutes August 4, 2025;
- Approve Pay Application #2 to Larson Excavating Contractors, Inc. of \$88,050.74 for County Road 11 sanitary sewer extension;
- Declare Police Department 2018 Ford Explorer Vehicle as Surplus and Authorize Sale of Property;
- Res. 17-25 Accept Sign Donation to Parks and Recreation Department;
- Res. 18-25 Approve Donations to Pelican Woods Cemetery;
- Res. 20-25 Supporting and Authorizing the Application for Sourcewell Community Match Funding for Public Safety Grant Submittal;
- Res.21-25 Supporting and Authorizing the Application for Sourcewell Community Match Funding for Public Works Grant Submittal;

Mayor Roggenkamp presented the consent agenda items and asked for any questions or comments from the council. Hearing none, a motion was made to approve the consent agenda as read.

*Council member Jensen moved to approve the consent agenda as read, seconded by Council member Moroni. The motion carried 3-0.*

## **Approve HyTec Pay Application #11**

Administrator Polsfuss recommended approving the pay application for the city hall facility reconstruction. There were no questions from the council.

*Council member Moroni moved to approve the HyTec payment application number 11 of \$127,074.22, seconded by Council member Jensen. The motion carried 3-0.*

## **Approve Parks and Recreation Master Plan Proposal by Widseth**

Joe Zierden, Public Works Supervisor, presented the results of the Park and Recreation Committee's scoring of seven responses for the master plan proposal. Widseth had the top score of 4.78. The financial impact would be \$25,000 for the master plan, with possible additional costs up to \$5,000 for surveying if required. The timeline for completion was estimated to be 6-7 months, starting next year.

Council member Jensen expressed happiness about moving forward with the plan, stating it was an important aspect for the city's vision regarding parks and recreation.

*Council member Jensen moved to approve the park and recreation master plan proposal by Widseth, seconded by Council member Moroni. The motion carried 3-0.*

## **Buschmann Road Project Funding Discussion**

Administrator Polsfuss provided an update on the Buschmann Road construction project, which began planning and engineering in December 2022. The city has invested approximately \$950,000 in planning, engineering, and land acquisition costs, with about \$3,100,000 remaining to complete the project. The finance committee recommended issuing a 15-year general obligation bond, with an annual payment of \$305,000.

Council members expressed support for moving forward with the project, citing its long-overdue nature and the need for improved infrastructure. They agreed that the 15-year bond was the best way to proceed.

*Council member Jensen moved to approve moving forward with the Buschmann Road funding project with a 15-year bond and to follow the tentative project timeline as presented by the administrator. Council member Moroni seconded. The motion carried 3-0.*

After the vote, Dave Peterson, supervisor of Ideal Township, congratulated the council on moving forward with the project and provided an update on the township's portion of the road work.

## **Zoning Code Revision Discussion**

Administrator Polsfuss presented an update on the zoning code revision project, which was initiated in early 2023 but placed on hold at the end of 2024. The council discussed whether to continue with the update as planned, reallocate funds, or remove the project funding.

Jerry Bohnsack, Planning and Zoning Administrator, provided insights on the current city code and suggested that the comprehensive plan should be updated before revising the zoning code. He also mentioned that there might not be a clear understanding of what issues need to be addressed in the current code.

Mayor Roggenkamp explained the three different options of financial impact. Council members explained to newer staff the reasons why the process was started for zoning code rewrite. Decided to delay selecting options until after the finance committee meets towards the end of the month to discuss the matter further in the context of the overall budget.

## **2026 Preliminary Budget Presentation and Discussion**

Administrator Polsfuss presented the 2026 preliminary budget, explaining the tax levy process and key drivers for the budget. The proposed changes result in a 10.41 percent preliminary levy increase. The presentation included a breakdown of how the increase would support various city services and the impact on property taxes for residents.

## **Resolution 19-2025 - Approve 2026 Preliminary Tax Levy and Set Date for Public Comment**

*Council member Moroni moved to approve Resolution Number 19-2025 to approve the 2026 preliminary tax levy as presented by the administrator and set the date for public comment on December 1, 2025, at 6:30 PM. Council member Jensen seconded. The motion carried 3-0.*

Council member Jensen encouraged residents to provide feedback on the budget and tax levy, emphasizing the importance of community input in the decision-making process.

## **City Hall Update**

Administrator Polsfuss reported that paving and striping of the entire parking lot was completed about two weeks ago. The demolition of the old city hall portion has been completed, and remodeling has begun. The next city council meeting is expected to be held in the new chambers.

## **Administrative Assistant Position Update**

Administrator Polsfuss provided an update on the administrative assistant position. They received 62 applications, which were scored and evaluated. Six candidates were selected for interviews, which will be completed this week. A conditional offer of employment is expected to be extended by early next week, with final approval anticipated at the October council meeting.

## **Financial Software Implementation Update**

Janette Rust reported that the implementation of the new financial software approved in December's council meeting is set to begin in about two weeks. The sewer billing module is scheduled to go live at the beginning of October, providing residents with a new, user-friendly payment platform. The implementation of other modules is expected to be completed by the beginning of December.

## **Planning and Zoning Commission Upcoming Agenda**

Jerry Bohnsack informed the council about upcoming planning commission hearings scheduled for September 16th. The agenda includes a variance application for a house on Ossawinnamakee and proposed changes to some facilities at the resort, including the rerouting of holes 8 and 9 on the Whitebirch Golf Course.

## **Adjourn**

*Council member Jensen moved to adjourn the meeting, seconded by Council member Moroni. The motion carried 3-0.*

*The meeting was adjourned at 7:22 PM.*

Submitted by: Deb Runksmeier  
Deputy City Clerk



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, ItemC.

|  |  |  |
|--|--|--|
| <b>Prepared By:</b><br><i>Allie Polsfuss, City Administrator</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><b><i>Approve Offer of Employment for Kathleen Nelson as Administrative Assistant</i></b> |
|--|--|--|

### **BACKGROUND**

The City Council approved an Administrative Assistant position on August 4, 2025, and are now being asked to approve an offer of employment for Kathleen Nelson as Administrative Assistant.

### **OVERVIEW**

The Administrative Assistant position was posted on August 5<sup>th</sup> for two weeks. We received 62 applications and Deputy City Clerk Runksmeier, Finance Specialist Rust, and City Administrator Polsfuss interviewed six candidates. Kathleen Nelson was selected by the panel as the final candidate and the Personnel Committee directed City Administrator Polsfuss to extend an offer of employment.

A little more about Kathleen; she has worked for the Anoka Hennepin School District since 1999 in multiple roles, including Finance Secretary, Data Management Secretary, and most recently, School Office Supervisor. Her family recently moved to the area, and she is eager to contribute her skills to the City. We believe her stability, customer service experience, finance knowledge, and overall qualifications make her an excellent fit for this role.

The Personnel Committee recommends entering her at Step C (\$30.56/hour) of the pay scale. Kathleen has accepted the offer, completed all pre-employment steps, and is ready to begin employment after City Council approval.

### **STAFF RECOMMENDATION**

Approve Conditional Offer as recommended by the Personnel Committee.

### **SUPPORTING DOCUMENTS**

Attachment A- Conditional Offer of Employment



8319 County Road 11  
Breezy Point, MN 56472  
218-562-4441  
[www.cityofbreezypointmn.us](http://www.cityofbreezypointmn.us)

Kathleen Nelson  
<ADDRESS>

September 5, 2025

Dear Kathleen-

This letter serves as a conditional offer of employment for the Administrative Assistant position with the City of Breezy Point. Final approval of your hiring will be granted by the Breezy Point City Council at a future meeting. In the meantime, this conditional offer allows us to proceed with the final steps of the hiring process.

As part of this process, a complete background investigation, and reference check to the City’s satisfaction is required. This will be conducted at the City’s expense. Please note that all information provided by you must be accurate and complete in order to qualify for employment.

We are pleased to offer you the 2025 rate of pay of \$30.56 per hour (\$68,564.80 annually), along with a comprehensive benefits package effective on your first day of employment. You will accrue leave benefits at the one-year service threshold and be placed accordingly within the step schedule. In accordance with the City’s pay structure, you will also be eligible for an annual step increase and cost-of-living adjustment on January 1 of each year, provided a step remains available.

We are excited about the possibility of you joining our team and contributing to the important work we do for the City of Breezy Point.

*Allie Polsfuss*

Allie Polsfuss  
Breezy Point City Administrator



Recommended by Engineer

By: Nick Peterson  
Sig.: *Nick Peterson*  
Title: Project Engineer  
Date: 9/24/25

Accepted by Contractor

*Karen Larson*  
*V.P.* *Karen Larson*  
09-24-2025

Authorized by Owner

By: \_\_\_\_\_  
Sig.: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

41354 County Road 9 – PO BOX 7, Holdingford, Minnesota 56340 (320) 746-2684

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09/23/2025

City of Breezy Point  
319 County Road 11  
Breezy Point, MN 56472

Honorable Mayor, City Administrator and City Council,

We are writing at this time to request a 2 week extension of the substantial completion of the CR-11 Sanitary Sewer Extension project. Sadly and to our frustration our concrete contractor has misled both the Engineer and us regarding the installation of the concrete curb which we had originally scheduled with them for September 2. After a "No Show" and many attempts trying to reach the concrete contractor work was rescheduled for September 16. The Concrete Contractor again failed to show up on the 16<sup>th</sup> and assured us he would be there on the 18<sup>th</sup>. On the 18<sup>th</sup> Nick Peterson was able to contact them and was told they'd be there Monday 9/22. They once again failed to show on the 22<sup>nd</sup> and have been nonresponsive to all our inquiries and requests for subcontractor documentation, thus leaving us no recourse with this contractor. We at this time have secured French Lake Curb to install the concrete. Pavers are tentatively scheduled for mid-next week. We have been and will continue to expedite the work left to complete this project.

Respectfully,

Jeffrey Larson  
Larson Excavating Contractors Inc.

**PARTIAL PAYMENT ESTIMATE  
NUMBER 3**

|   |  |                            |  |
|---|--|----------------------------|--|
| <b>Name of Contractor:</b>                        | Larson Excavating Contractors, Inc.<br>PO Box 7<br>Holdingford, MN 56340 | <b>Dates of Estimate:</b>  | <b>From:</b> 8/22/25<br><b>To:</b> 10/2/25       |
| <b>Name of Owner:</b>                             | City of Breezy Point<br>8319 County Road 11<br>Breezy Point, MN 56472    | <b>Amount of Contract:</b> | <b>Original:</b> \$159,211.97<br><b>Revised:</b> |
| <b>Date of Completion:</b>                        |  |                            |  |
| <b>Original:</b> See Agreement<br><b>Revised:</b> |  |                            |  |

**Description of Project:**  
2025 CR-11 SANITARY SEWER EXTENSION

| SPEC NO.      | ITEM DESCRIPTION                                | CONTRACT ITEMS |          |             |                     | THIS PERIOD        |                     | TOTAL TO DATE |             |
|---------------|---|----------------|----------|-------------|---------------------|--------------------|---------------------|---------------|-------------|
|               |   | QTY.           | UNIT     | UNIT PRICE  | AMOUNT              | QTY.               | AMOUNT              | QTY.          | AMOUNT      |
| 2021.501      | MOBILIZATION                                    | 1              | LUMP SUM | \$27,731.41 | \$27,731.41         |                    |                     | 1             | \$27,731.41 |
| 2101.502      | CLEARING  | 0.05           | ACRE     | \$2,500.00  | \$125.00            |                    |                     | 0.05          | \$125.00    |
| 2101.502      | GRUBBING  | 0.05           | ACRE     | \$2,500.00  | \$125.00            |                    |                     | 0.05          | \$125.00    |
| 2104.502      | REMOVE CASTING (SANITARY)                       | 1              | EACH     | \$100.00    | \$100.00            |                    |                     | 1             | \$100.00    |
| 2104.502      | SALVAGE SIGN TYPE C                             | 5              | EACH     | \$51.00     | \$255.00            |                    |                     | 2             | \$102.00    |
| 2104.503      | REMOVE GUARDRAIL - TYPE 31                      | 108            | LIN FT   | \$10.00     | \$1,080.00          |                    |                     | 81            | \$810.00    |
| 2104.503      | SAWING CONCRETE PAVEMENT (FULL DEPTH)           | 6              | LIN FT   | \$5.00      | \$30.00             |                    |                     | 6             | \$30.00     |
| 2104.503      | SAWING BITUMINOUS PAVEMENT (FULL DEPTH)         | 240            | LIN FT   | \$4.00      | \$960.00            |                    |                     | 268           | \$1,072.00  |
| 2104.503      | REMOVE CURB & GUTTER                            | 75             | LIN FT   | \$3.00      | \$225.00            |                    |                     | 119           | \$357.00    |
| 2104.504      | REMOVE BITUMINOUS PAVEMENT                      | 583            | SQ YD    | \$3.00      | \$1,749.00          | 20                 | \$60.00             | 610           | \$1,830.00  |
| 2123.510      | COMMON LABORERS                                 | 10             | HOUR     | \$50.00     | \$500.00            |                    |                     |               |             |
| 2123.610      | SKID LOADER                                     | 10             | HOUR     | \$100.00    | \$1,000.00          |                    |                     |               |             |
| 2123.610      | STREET SWEEPER (WITH PICKUP BROOM AND WATER)    | 10             | HOUR     | \$100.00    | \$1,000.00          | 1                  | \$100.00            | 3             | \$300.00    |
| 2211.507      | AGGREGATE BASE CLASS 5 (CV)                     | 110            | CU YD    | \$35.00     | \$3,850.00          |                    |                     | 116.3         | \$4,070.50  |
| 2302.604      | BITUMINOUS DRIVEWAY REPLACEMENT                 | 4              | SQ YD    | \$102.00    | \$408.00            | 8                  | \$816.00            | 8             | \$816.00    |
| 2360.509      | TYPE SP 9.5 WEARING COURSE MIX (3.C)            | 59             | TON      | \$102.00    | \$6,018.00          | 65.5               | \$6,681.00          | 65.5          | \$6,681.00  |
| 2360.509      | TYPE SP 12.5 NON-WEARING COURSE MIX (3.B)       | 79             | TON      | \$112.20    | \$8,863.80          | 83                 | \$9,312.60          | 83            | \$9,312.60  |
| 2503.601      | TRACE WIRE SYSTEM (SANITARY)                    | 1              | LUMP SUM | \$1,670.11  | \$1,670.11          |                    |                     | 1             | \$1,670.11  |
| 2503.602      | CONNECT TO EXISTING SANITARY SEWER              | 1              | EACH     | \$4,232.82  | \$4,232.82          |                    |                     | 1             | \$4,232.82  |
| 2503.603      | 8" PVC PIPE SEWER (SDR 26)                      | 48             | LIN FT   | \$116.34    | \$5,584.32          |                    |                     | 48            | \$5,584.32  |
| 2503.603      | 8" HDPE PIPE SEWER - DIRECTIONALLY DRILLED      | 363            | LIN FT   | \$84.50     | \$30,673.50         |                    |                     | 363           | \$30,673.50 |
| 2503.603      | 6" PVC SANITARY SERVICE PIPE                    | 48             | LIN FT   | \$80.50     | \$3,864.00          |                    |                     | 48            | \$3,864.00  |
| 2503.603      | 8"X6" PVC WYE                                   | 1              | EACH     | \$598.47    | \$598.47            |                    |                     | 1             | \$598.47    |
| 2503.603      | 6" PVC CLEANOUT ASSEMBLY                        | 1              | EACH     | \$575.52    | \$575.52            |                    |                     | 1             | \$575.52    |
| 2506.502      | CASTING ASSEMBLY (SANITARY 700-7)               | 2              | EACH     | \$1,353.88  | \$2,707.76          | 2                  | \$2,707.76          | 2             | \$2,707.76  |
| 2506.503      | CONSTRUCT DRAINAGE STRUCTURE 48-4020 (SANITARY) | 22.9           | LIN FT   | \$889.91    | \$20,378.94         |                    |                     | 22.9          | \$20,378.94 |
| 2531.503      | CONCRETE CURB & GUTTER DESIGN B618              | 75             | LIN FT   | \$51.00     | \$3,825.00          | 119                | \$6,069.00          | 119           | \$6,069.00  |
| 2533.603      | CONCRETE MEDIAN BARRIER (MOVEABLE)              | 12             | EACH     | \$612.00    | \$7,344.00          |                    |                     | 16            | \$6,120.00  |
| 2550.602      | CORE DRILL SANITARY SEWER STRUCTURE             | 1              | EACH     | \$2,270.00  | \$2,270.00          |                    |                     | 1             | \$2,270.00  |
| 2554.503      | INSTALL TRAFFIC BARRIER DESIGN TYPE 31          | 108            | LIN FT   | \$78.54     | \$8,482.32          |                    |                     |               |             |
| 2563.601      | TRAFFIC CONTROL                                 | 1              | LUMP SUM | \$3,978.00  | \$3,978.00          |                    |                     | 0.95          | \$3,779.10  |
| 2564.602      | INSTALL SIGN TYPE C                             | 5              | EACH     | \$255.00    | \$1,275.00          |                    |                     |               |             |
| 2573.502      | STORM DRAIN INLET PROTECTION                    | 4              | EACH     | \$100.00    | \$400.00            |                    |                     | 3             | \$300.00    |
| 2573.503      | SILT FENCE, TYPE HI                             | 154            | LIN FT   | \$3.00      | \$462.00            |                    |                     | 275           | \$825.00    |
| 2573.501      | STABILIZED CONSTRUCTION EXIT                    | 4              | EACH     | \$500.00    | \$2,000.00          | 4.00               | \$2,000.00          | 4             | \$2,000.00  |
| 2574.507      | SCREENED TOPSOIL BORROW                         | 118            | CU YD    | \$15.00     | \$1,770.00          |                    |                     | 20            | \$435.00    |
| 2574.508      | FERTILIZER TYPE 3                               | 60             | POUND    | \$3.00      | \$180.00            |                    |                     |               |             |
| 2575.505      | SEEDING   | 0.2            | ACRE     | \$5,000.00  | \$1,000.00          |                    |                     |               |             |
| 2575.608      | SEED PATCH                                      | 6              | POUND    | \$10.00     | \$60.00             |                    |                     |               |             |
| 2575.608      | SEED NORTHERN BOULEVARD                         | 30             | POUND    | \$10.00     | \$300.00            |                    |                     |               |             |
| 2575.508      | HYDRAULIC REINFORCED FIBER MATRIX               | 780            | POUND    | \$2.00      | \$1,560.00          |                    |                     |               |             |
| <b>TOTAL:</b> |   |                |          |             | <b>\$159,211.97</b> | <b>\$27,746.36</b> | <b>\$145,546.05</b> |               |             |


|   | THIS PERIOD | TOTAL TO DATE |
|---|-------------|---------------|
| AMOUNT EARNED                                 | \$27,746.36 | \$145,546.05  |
| AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE) | \$1,387.32  | \$7,277.30    |
| PREVIOUS PAYMENTS                             |             | \$111,909.71  |
| AMOUNT DUE                                    | \$26,359.04 | \$26,359.04   |

Estimated Percentage Completed: 91.4%

**CONTRACTOR'S CERTIFICATION:**  
The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : LARSON EXCAVATING CONTRACTORS, INC.  
BY:   
Date: 10-02-2025

**ENGINEER'S CERTIFICATION:**  
The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING  
BY:   
Date: 2025-10-02  
David S. Reese, P.E.

APPROVED BY CITY OF BREEZY POINT:  
BY: \_\_\_\_\_  
City Administrator / City Clerk  
Date: \_\_\_\_\_

APPROVED BY CITY OF BREEZY POINT:  
BY: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, ItemG.

|  |  |  |
|--|--|--|
| <b>Prepared By:</b><br><i>Joe Zierden, Public Works Supervisor</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><i>Pond 4 Transfer Valve Repair</i> |
|--|--|--|

### **BACKGROUND/DISCUSSION**

The gate valve in pond 4 is stuck shut and likely has a broken stem. While operation of the pond has been maintained, it relies on a flexible hose to fill the pond. This has proven troublesome in winter accelerating wear and adding bypass risk. Due to the requirement of a trench box and possible presence of ground water it was felt the repair should be contracted out. Operating funds from general operating/repair & maintenance supplies are sufficient to pay for the repair. Two repair estimates were obtained after contacting four contractors.

### **FINANCIAL IMPACT**

\$8,000

### **STAFF RECOMMENDATION**

Select the low repair bid.

### **COUNCIL ACTION REQUESTED**

A motion to approve the gate valve repair from Schrupp Excavating.

### **SUPPORTING DOCUMENTS**



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, ItemG.



### Estimate

| Date      | Estimate # |
|-----------|------------|
| 9/30/2025 | 2025-760   |

|  |
|--|
| <b>Name / Address</b>  |
| City of Breezy Point<br>8319 County Road 11<br>Breezy Point MN 56472 |

| Customer Telephone # | Project Name | Project Location |
|----------------------|--------------|------------------|
|                      | Thrane Drive | Thrane Drive     |

| Description                          | Total    |
|--------------------------------------|----------|
| Replacing gate valve, parts included | 8,000.00 |

|  |                         |
|--|-------------------------|
| Thank you for the opportunity to provide this estimate to you. Please call Ray with any questions. | <b>Total</b> \$8,000.00 |
|--|-------------------------|

| Phone #      | E-mail                      |
|--------------|-----------------------------|
| 218-587-4038 | schruppexcavating@gmail.com |

Your signature grants acceptance of above estimate and provides approval for project to commence.

Signature \_\_\_\_\_



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, ItemG.



P.O. Box 315  
Brainerd, MN 56401

### Quote

| Date      | Quote # |
|-----------|---------|
| 9/16/2025 | 1840    |

| Name / Address   |
|--|
| City of Breezy Point,<br>8319 County Road 11<br>Breezy Point, MN 56472 |

| Description  | Quantity | Unit Cost | Unit | Total             |
|--|----------|-----------|------|-------------------|
| 1. Gate Valve Replacement at the Sewer Ponds Includes:<br>a. Remove 8" Gate Valve and Box.<br>b. Install new 8" Gate Valve and Box.<br><br>* Exclusions:<br>a. Black Dirt, Seeding and Landscaping Not Included. | 1        | 9,671.00  | LS   | 9,671.00          |
| <b>Total</b>   |          |           |      | <b>\$9,671.00</b> |

Office: 218-828-4636  
Cell: 218-839-1318  
Fax: 218-824-1510  
Email: adechantal@gmail.com



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, Item H.

|  |  |  |
|--|--|--|
| <b>Prepared By:</b><br><i>Allie Polsfuss, City Administrator</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><b><i>Approve 2025 Budget Amendment</i></b> |
|--|--|--|

### **BACKGROUND**

The Finance Committee met on September 17, 2025, to discuss a potential budget amendment to ensure sufficient capital reserves are maintained.

### **OVERVIEW**

In the 2025 budget, the Streets Improvement – Public Works line item of \$300,000 was funded with \$150,000 in levy dollars and a \$150,000 transfer from the Capital Fund. Since that time, expenditures for the City Hall project have reduced available capital reserves. Because no street projects will be completed in 2025, a budget amendment should be considered to preserve adequate reserves

#### **Key Considerations**

- **Project Funding:** The City Hall project is being fully funded from existing Capital Fund reserves.
- **Capital Reserve Balance:** Upon project completion, reserves are projected to be \$400,000–\$500,000.
- **Impact of Transfer:** Transferring the budgeted \$150,000 from Capital to Streets would reduce reserves to \$250,000–\$350,000.
- **Reserve Target:** The City’s goal is to maintain a minimum Capital Fund reserve balance of 15% (\$550,000). An ideal target would be 30%.

City auditors advise a budget amendment is formally adopted if the Council wishes the budgeted \$150,000 to remain in the capital fund instead of being transferred to streets. If approved, the \$150,000 in budgeted 2025 levy dollars would remain available for 2026 street improvement projects (as proposed later on the agenda)

### **STAFF RECOMMENDATION**

Finance committee recommends approving the budget amendment as presented.

### **SUPPORTING DOCUMENTS**

Attachment A- Res. No. 22-2025

**RESOLUTION NO. 22-2025**

**RESOLUTION APPROVING 2025 BUDGET AMENDMENT**

**WHEREAS**, the City of Breezy Point adopts a budget by resolution which sets forth the expenditures for each fund; and,

**WHEREAS**, the City Council approved the 2025 budget on December 2, 2024, and the adopted budget allocated \$300,000 to Public Works-Streets for 2025 road projects; and,

**WHEREAS**, due budgetary priorities and maintaining appropriate capital reserves, it has been determined that the Public Works-Street budget shall be reduced to \$150,000 for the 2025 fiscal year; and,

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BREEZY POINT**, that the 2025 Budget is hereby amended as stated.

**BE IT FINALLY RESOLVED** that the Finance Specialist is authorized to make the necessary accounting and financial adjustments to reflect this amendment in the City’s official records.

Adopted this 6<sup>th</sup> day of October, 2025 by the City Council.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 4, Item1.

|  |  |   |
|--|--|---|
| <p><b>Prepared By:</b><br/><i>Allie Polsfuss, City Administrator</i></p> | <p><b>Meeting Date:</b><br/><i>10/6/2025</i></p> | <p><b>Item Name:</b><br/><b><i>Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the IRS code</i></b></p> |
|--|--|---|

### **BACKGROUND/OVERVIEW**

As a part of the 2026 Street Reconstruction Bond, our bond advisor, Todd Hagen of Ehlers, recommends approving a Reimbursement Resolution and Declaration of Intent.

This is a standard resolution that needs Council approval when issuing a bond. The resolution does not require the City to bond but simply preserves the City’s right to reimburse itself for project costs it paid before the bonds were issued. The IRS requires that the bond issuer formally state its intent to reimburse itself for prior expenses, which typically needs to be done within 60 days of incurring the costs.

Without this resolution, we may lose the ability to reimburse ourselves with bond proceeds and is a critical step in ensuring IRS compliance. Reasonable deviations from the description in the declaration are permitted.

### **STAFF RECOMMENDATION**

Approve Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations under the IRS Code.

### **SUPPORTING DOCUMENTS**

- Attachment A- Resolution
- Attachment B- Declaration of Intent

**RESOLUTION NO. 23-2025****RESOLUTION ESTABLISHING PROCEDURES  
RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND  
REGULATIONS UNDER THE INTERNAL REVENUE CODE**

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

1. Recitals.

(a) The Internal Revenue Service has issued Treasury Regulations, Section 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with "reimbursement bond" proceeds, being proceeds of the City's bonds used to reimburse the City for any project expenditure paid by the City prior to the time of the issuance of those bonds.

(b) The Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditures out of the proceeds of subsequently issued bonds, that such declaration be made not later than 60 days after the expenditure is actually paid, and that the bonding occur and the written reimbursement allocation be made from the proceeds of such bonds within 18 months after the later of (1) the date of payment of the expenditure or (2) the date the project is placed in service (but in no event more than 3 years after actual payment).

(c) The City heretofore implemented procedures for compliance with the predecessor versions of the Regulations and desires to amend and supplement those procedures to ensure compliance with the Regulations.

(d) The City's bond counsel has advised the City that the Regulations do not apply, and hence the provisions of this Resolution are intended to have no application to payments of City project costs first made by the City out of the proceeds of bonds issued prior to the date of such payments.

2. Official Intent Declaration. The Regulations, in the situations in which they apply, require the City to have declared an official intent (the "Declaration") to reimburse itself for previously paid project expenditures out of the proceeds of subsequently issued bonds. The Council hereby authorizes the City Clerk to make the City's Declarations or to delegate from time to time that responsibility to other appropriate City employees. Each Declaration shall comply with the requirements of the Regulations, including without limitation the following:

(a) Each Declaration shall be made not later than 60 days after payment of the applicable project cost and shall state that the City reasonably expects to reimburse itself for the expenditure out of the proceeds of a bond issue or similar borrowing. Each Declaration may be made substantially in the form of the Exhibit A which is attached to and made a part of this Resolution, or in any other format which may at the time comply with the Regulations.

(b) Each Declaration shall (1) contain a reasonably accurate description of the "project," as defined in the Regulations (which may include the property or program to be financed, as applicable), to which the expenditure relates and (2) state the maximum principal amount of bonding expected to be issued for that project.

(c) Care shall be taken so that the City, or its authorized representatives under this Resolution, not make Declarations in cases where the City does not reasonably expect to issue reimbursement bonds to finance the subject project costs, and the City officials are hereby authorized to consult with bond counsel to the City concerning the requirements of the Regulations and their application in particular circumstances.

(d) The Council shall be advised from time to time on the desirability and timing of the issuance of reimbursement bonds relating to project expenditures for which the City has made Declarations.

3. Reimbursement Allocations. The designated City officials shall also be responsible for making the "reimbursement allocations" described in the Regulations, being generally written allocations that evidence the City's use of the applicable bond proceeds to reimburse the original expenditures.

4. Effect. This Resolution shall amend and supplement all prior resolutions and/or procedures adopted by the City for compliance with the Regulations (or their predecessor versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution shall apply and govern.

Adopted this 6<sup>th</sup> day of October , 2025, by the City Council.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss

**EXHIBIT A**

Declaration of Official Intent

The undersigned, being the duly appointed and acting City Clerk of the City of Breezy Point, Minnesota (the "City"), pursuant to and for purposes of compliance with Treasury Regulations, Section 1.150-2 (the "Regulations"), under the Internal Revenue Code of 1986, as amended, hereby states and certifies on behalf of the City as follows:

1. The undersigned has been and is on the date hereof duly authorized by the City Council to make and execute this Declaration of Official Intent (the "Declaration") for and on behalf of the City.

2. This Declaration relates to the following project, property or program (the "Project") and the costs thereof to be financed: 2026 Buschmann Road Street Reconstruction Project.

3. The City reasonably expects to reimburse itself for the payment of certain costs of the Project out of the proceeds of a bond issue or similar borrowing (the "Bonds") to be issued by the City after the date of payment of such costs. As of the date hereof, the City reasonably expects that \$3,350,000 is the maximum principal amount of the Bonds which will be issued to finance the Project.

4. Each expenditure to be reimbursed from the Bonds is or will be a capital expenditure or a cost of issuance, or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Regulations.

5. As of the date hereof, the statements and expectations contained in this Declaration are believed to be reasonable and accurate.

Date: October 6, 2025

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City Administrator  
City of Breezy Point Minnesota



# CITY COUNCIL MEETING

## AGENDA ITEM

---

Section 6, Item A.

|  |  |  |
|--|--|--|
| <b>Prepared By:</b><br><i>Allie Polsfuss, City Administrator</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><b><i>Approve Pay Application #12 for City Hall Project</i></b> |
|--|--|--|

### **COUNCIL ACTION REQUESTED**

Approve Pay Application #12 for \$80,332.02

### **BACKGROUND/DISCUSSION**

Hytech Construction pay application #3 (attachment A) is due for payment for the City Hall Construction Project.

### **FINANCIAL IMPACT**

Pay App #12 is \$80,332.02

### **STAFF RECOMMENDATION**

Approve pay application as presented

### **SUPPORTING DOCUMENTS**

Attachment A Pay Application



11360 Business 371, PO Box 621  
Brainerd, MN 56401

(218) 829-8529 (218) 829-5383 FAX

Sold To:

City of Breezy Point  
finance@cityofbreezy  
8319 Co Rd 11  
Breezy Point, MN 56472  
Attn: Vicki Weller

Invoice Number : 15322  
Invoice Date : 09/30/2025  
Customer Number : BREE01  
Job Number : 24134  
Due Date : 10/30/2025

Job:

Breezy Point City Hall  
8319 Co Rd 11  
Breezy Point, MN56472

Section 6, ItemA.

ALL INVOICES ARE DUE PER THE CONTRACT OR NET 30 DAYS. FINANCE CHARGES OF 18.0%/YR WILL BE ASSESSED ON ALL LATE INVOICE

| Date       | Description         | Amount    |
|------------|---------------------|-----------|
| 09/30/2025 | Pay Application #12 | 80,332.02 |
|            | GROSS BILLINGS :    | 80,332.02 |
|            | NET BILLINGS :      | 80,332.02 |

Thank You

# APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ???

PAGES

Section 6, Item A.

TO OWNER: City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472

PROJECT: Renovation of City Hall  
Breezy Point, MN

APPLICATION NO: TWELVE

Distribution to:

|                                     |            |
|-------------------------------------|------------|
| <input type="checkbox"/>            | OWNER      |
| <input checked="" type="checkbox"/> | ARCHITECT  |
| <input type="checkbox"/>            | CONTRACTOR |
| <input type="checkbox"/>            |            |
| <input type="checkbox"/>            |            |

PERIOD TO: September 30, 2025

FROM CONTRACTOR:  
Hy-Tec Construction of Brainerd, Inc  
PO Box 621, 11360 Business 371  
Brainerd, MN 56401

VIA ARCHITECT: Widseth  
7804 Industrial Park Rd S.  
Baxter, MN 56425

PROJECT NO:

CONTRACT DATE: August 28, 2024

## CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

|   |    |              |
|---|----|--------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 2,946,721.06 |
| 2. Net change by Change Orders  | \$ | (80,328.35)  |
| 3. CONTRACT SUM TO DATE (Line 1 ± 2)                                      | \$ | 2,866,392.71 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 2,812,437.85 |
| 5. RETAINAGE:   |    |              |
| a. _____ % of Completed Work (Column D + E on G703)                       | \$ | 0.00         |
| b. _____ % of Stored Material (Column F on G703)                          | \$ |              |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | 0.00         |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 2,812,437.85 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 2,732,105.83 |
| 8. CURRENT PAYMENT DUE  | \$ | 80,332.02    |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | 53,954.86    |

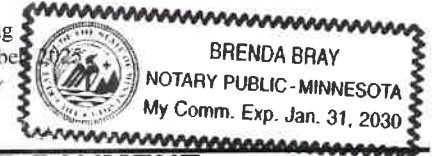
| CHANGE ORDER SUMMARY                               | ADDITIONS     | DEDUCTIONS |
|--|---------------|------------|
| Total changes approved in previous months by Owner | (\$80,328.35) |            |
| Total approved this Month                          | \$0.00        |            |
| <b>TOTALS</b>                                      | (\$80,328.35) | \$0.00     |
| <b>NET CHANGES by Change Order</b>                 | (\$80,328.35) |            |

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

By: [Signature] Date: September 30, 2025

State of Minnesota County of Crow Wing  
Subscribed and sworn to before me this 30th day of September, 2025  
Notary Public: [Signature]  
My Commission expires: 01/31/2030



## ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 80,328.35

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Widseth

By: [Signature] Date: 9/30/2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

# CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

Section 6, Item A.

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.  
 In tabulations below, amounts are stated to the nearest dollar.  
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: TWELVE  
 APPLICATION DATE: 09/25/2025  
 PERIOD TO: 09/30/2025  
 ARCHITECT'S PROJECT NO: Breezy City Hall

| A<br>ITEM<br>NO. | B<br>DESCRIPTION OF WORK         | C<br>SCHEDULED<br>VALUE | D<br>WORK COMPLETED                     |             | F<br>MATERIALS<br>PRESENTLY<br>STORED<br>(NOT IN<br>D OR E) | G  |              | H<br>BALANCE<br>TO FINISH<br>(C - G) | I<br>RETAINAGE<br>(IF VARIABLE<br>RATE) |
|------------------|----------------------------------|-------------------------|---|-------------|---|--|--------------|--------------------------------------|---|
|                  |                                  |                         | FROM PREVIOUS<br>APPLICATION<br>(D + E) | THIS PERIOD |   | TOTAL<br>COMPLETED<br>AND STORED<br>TO DATE<br>(D+E+F) | %<br>(G ÷ C) |                                      |   |
|                  | General Requirements             | \$50,719.47             | \$47,169.09                             | \$3,550.38  | \$0.00  | \$50,719.47  | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Sitework                         | \$313,153.19            | \$313,153.19                            | \$0.00      | \$0.00  | \$313,153.19   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Utilities                        | \$199,054.60            | \$199,054.60                            | \$0.00      | \$0.00  | \$199,054.60   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Concrete                         | \$99,208.15             | \$99,208.15                             | \$0.00      | \$0.00  | \$99,208.15  | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Masonry                          | \$119,862.05            | \$119,862.05                            | \$0.00      | \$0.00  | \$119,862.05   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Metals                           | \$9,799.48              | \$9,799.48                              | \$0.00      | \$0.00  | \$9,799.48   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Carpentry & Cabinets             | \$326,636.61            | \$310,304.78                            | \$16,331.83 | \$0.00  | \$326,636.61   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Thermal & Moisture               | \$219,185.35            | \$219,185.35                            | \$0.00      | \$0.00  | \$219,185.35   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Openings - Doors/Frames/Hardware | \$215,309.66            | \$202,391.08                            | \$12,918.58 | \$0.00  | \$215,309.66   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Finishes                         | \$269,018.43            | \$247,496.96                            | \$8,070.55  | \$0.00  | \$255,567.51   | 95.00%       | \$13,450.92                          | \$0.00                                  |
|                  | Specialties                      | \$79,611.55             | \$63,689.24                             | \$7,961.16  | \$0.00  | \$71,650.40  | 90.00%       | \$7,961.16                           | \$0.00                                  |
|                  | Furniture                        | \$128,692.06            | \$128,692.06                            | \$0.00      | \$0.00  | \$128,692.06   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Fire Suppression                 | \$208,253.29            | \$193,675.56                            | \$14,577.73 | \$0.00  | \$208,253.29   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | Plumbing                         | \$85,709.87             | \$82,281.48                             | \$1,714.19  | \$0.00  | \$83,995.67  | 98.00%       | \$1,714.20                           | \$0.00                                  |
|                  | HVAC                             | \$161,192.70            | \$157,968.85                            | (\$0.00)    | \$0.00  | \$157,968.85   | 98.00%       | \$3,223.85                           | \$0.00                                  |
|                  | Electrical                       | \$396,817.19            | \$376,976.33                            | \$11,904.52 | \$0.00  | \$388,880.85   | 98.00%       | \$7,936.34                           | \$0.00                                  |
|                  | Communication & Life Safety      | \$64,497.41             | \$61,272.54                             | \$1,934.92  | \$0.00  | \$63,207.46  | 98.00%       | \$1,289.95                           | \$0.00                                  |
|                  | CHANGE ORDERS                    |                         |   |             |   |  |              |                                      |   |
|                  | CO#1 - Access Control            | \$13,681.72             | \$12,313.55                             | \$1,368.17  | \$0.00  | \$13,681.72  | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | CO#2 - Operable Partition Change | -\$766.95               | (\$766.95)                              | \$0.00      | \$0.00  | (\$766.95)   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | CO#3 - Omit Furniture            | -\$130,000.00           | (\$130,000.00)                          | \$0.00      | \$0.00  | (\$130,000.00)   | 100.00%      | \$0.00                               | \$0.00                                  |
|                  | CO#4 - Roofing Existing Bldg     | \$36,756.88             | \$18,378.44                             | \$0.00      | \$0.00  | \$18,378.44  | 50.00%       | \$18,378.44                          | \$0.00                                  |
|                  | <b>PAGE TOTALS</b>               | \$2,866,392.71          | \$2,732,105.83                          | \$80,332.02 | \$0.00  | \$2,812,437.85   | 98.12%       | \$53,954.86                          | \$0.00                                  |

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26161

DATE: 08/14/2025

The undersigned hereby acknowledges receipt of the sum of \$9,270.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 07/31/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point  
Project Name/No.: Breezy Point City Hall - 24134  
Address: 8319 Co Rd 11, Breezy Point, MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Breth-Zenzen Fire Protection LLC  
Address: 8053 Sterling Drive Ste. 101  
Address: St. Joseph MN 56374  
Signature: [Handwritten Signature]  
Title: [Handwritten Title]  
Date: 8/25/25

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.  
P.O. Box 621  
Brainerd, MN 56401  
www.hyteconstruction.com 218-829-5383 -Fax Office@hyteconstruction.com



RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26307

DATE: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$2,519.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

X 1. As partial payment for labor, skill and material furnished or to be furnished as of 08/11/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point
Project Name/No.: Breezy Point City Hall - 24134
Address: 8319 Co Rd 11, Breezy Point, MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Chosen Valley Testing Inc
Address: 414 37th North
Address: St Cloud MN 56303
Signature: [Handwritten Signature]
Title: Branch Manager
Date: 9/19/25

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.
P.O. Box 621
Brainerd, MN 56401
www.hytecconstruction.com 218-829-5383 -Fax Office@hytecconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26437

DATE: 09/17/2025

The undersigned hereby acknowledges receipt of the sum of \$24,162.55

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 08/29/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point
Project Name/No.: Breezy Point City Hall - 24134
Address: 8319 Co Rd 11, Breezy Point,MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Builders FirstSource
Address: PO Box 365
Address: Pequot Lakes MN 56472
Signature: [Handwritten Signature]
Title:
Date: 9/17/2025

MICHELLE DONNELLY
CREDIT ANALYST
BUILDERS FIRSTSOURCE
3470 WASHINGTON DRIVE, STE 130
EAGAN, MN 55122
763-225-5528

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.
P.O. Box 621
Brainerd, MN 56401
www.hyteconstruction.com 218-829-5383 -Fax Office@hyteconstruction.com





RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26320

DATE: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$11,300.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 08/31/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point
Project Name/No.: Breezy Point City Hall - 24134
Address: 8319 Co Rd 11, Breezy Point, MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Jim's Electric Co., Inc.
Address: 8296 Industrial Park Rd
Address: Baxter MN 56425-8084

Signature: [Handwritten Signature]
Title: Acting Mgr
Date: 09/18/25

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.
P.O. Box 621
Brainerd, MN 56401
www.hytecconstruction.com 218-829-5383 -Fax Office@hytecconstruction.com

DATE: 09/10/2025

The undersigned hereby acknowledges receipt of the sum of \$1,551.57

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 08/11/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point  
Project Name/No.: Breezy Point City Hall - 24134  
Address: 8319 Co Rd 11, Breezy Point,MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Bartley Sales Company  
Address: PO Box 26038 6509 Cambridge Street  
Address: St. Louis Park MN 55426-4401  
Signature: [Handwritten Signature]  
Title: Treasurer  
Date: 9/23/2025

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.  
P.O. Box 621  
Brainerd, MN 56401  
www.hyteconstruction.com 218-829-5383 -Fax Office@hyteconstruction.com

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS 26336

DATE: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$14,808.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

X 1. As partial payment for labor, skill and material furnished or to be furnished as of 08/20/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point
Project Name/No.: Breezy Point City Hall - 24134
Address: 8319 Co Rd 11, Breezy Point, MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: St. Germain's Cabinet, Inc
Address: 5724 Miller Trunk Hwy
Address: Duluth MN 55811
Signature: [Handwritten Signature]
Title: [Handwritten Title]
Date: 9/16/25

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.
P.O. Box 621
Brainerd, MN 56401
www.hytecconstruction.com 218-829-5383 -Fax Office@hytecconstruction.com

530106

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26306

DATE: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$750.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 08/19/2025

2. As payment for all labor, skill and material furnished or to be furnished (except the sum of \$ \_\_\_\_\_ retainage or holdback

3. As full and final payment for all labor, skill and material furnished or to be furnished

To the following described real property:(legal description, street address or project name and invoices)

Customer: City of Breezy Point  
Project Name/No.: Breezy Point City Hall - 24134  
Address: 8319 Co Rd 11, Breezy Point, MN56472

For value received the undersigned waives all rights acquired by the undersigned to record a mechanic's lien against said real property for labor, skill, or material furnished to said real property (only for the amount paid if line 1 is checked, and except for retainage show if line 2 is checked). The undersigned AFFIRMS that all material furnished by the undersigned has been paid for, AND ALL SUBCONTRACTORS/VENDORS retained by the undersigned have been PAID IN FULL, EXCEPT:

By: Central Door & Hardware Inc  
Address: 602 - 43rd St. NW  
Address: Fargo ND 58102  
Signature: [Handwritten Signature]  
Title: VP  
Date: 9-16-25

Note: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

Hy-Tec Construction of Brainerd, Inc.  
P.O. Box 621  
Brainerd, MN 56401  
www.hytecconstruction.com 218-829-5383 -Fax Office@hytecconstruction.com

17#080  
Hy-tec construction

7590

**CITY HALL REMODEL & EXPANSION PROJECT**  
**As of September 30, 2025**

| <b>Vendor</b>                          | <b>Description</b>                    | <b>Invoice</b> | <b>Date Paid</b> | <b>Amount</b>                 |
|--|---------------------------------------|----------------|------------------|-------------------------------|
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 1      | 14-Nov-2024      | \$ 138,219.54                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 2      | 26-Dec-2024      | \$ 232,981.28                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 3      | 8-Jan-2025       | \$ 93,690.76                  |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 4      | 5-Feb-2025       | \$ 164,065.75                 |
| Duet Resource Group                    | Furniture downpayment                 | 13573          | 5-Feb-2025       | \$ 89,560.80                  |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 5      | 5-Mar-2025       | \$ 231,812.16                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 6      | 16-Apr-2025      | \$ 263,224.98                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 7      | 14-May-2025      | \$ 298,529.47                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 8      | 11-Jun-2025      | \$ 445,181.78                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 9      | 9-Jul-2025       | \$ 470,174.28                 |
| Duet Resource Group                    | Furniture Billing - Final Phase I     | 18642          | 9-Jul-2025       | \$ 70,633.30                  |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 10     | 20-Aug-2025      | \$ 222,151.61                 |
| Hy-Tech Construction                   | General Construction Progress Billing | Pay App 11     | 17-Sep-2025      | \$ 172,074.22                 |
| <b>Expended from 401 Capital Fund:</b> |                                       |                |                  | <b><u>\$ 2,892,299.93</u></b> |

| <b>Scheduled to be paid in October:</b> |                                       |            |             |                               |
|---|---------------------------------------|------------|-------------|-------------------------------|
| Hy-Tech Construction                    | General Construction Progress Billing | Pay App 12 | 15-Oct-2025 | \$ 80,332.02                  |
| <b>Total thru Aug:</b>                  |                                       |            |             | <b><u>\$ 2,972,631.95</u></b> |



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item B.

|  |   |  |
|--|---|--|
| <p><b>Prepared By:</b><br/>Jerry Bohnsack on behalf of the Planning Commission</p> | <p><b>Meeting Date:</b><br/>10/6/2025</p> | <p><b>Item Name:</b><br/><b>Res. No 24-2025 Request to Rezone</b><br/><b>Res. No. 25-2025 Request to Vacate Easement</b><br/><b>Res. No. 26-2025 Approve Subdivision Application</b></p> |
|--|---|--|

**BACKGROUND**

At the Planning Commission meeting on September 16, 2025, the Planning Commission made a motion to recommend approval of:

1. Request to Rezone one Portion of Outlot A Whitebirch 7<sup>th</sup> Addition from R-4 to Resort Commercial and Rezone portion of Outlot B Whitebirch 7<sup>th</sup> Addition from RC to R4.
2. Request to Vacate Utility and Drainage Easement within Outlot C Whitebirch 7<sup>th</sup> Addition
3. Approve Subdivision Application for Whitebirch Inc.

**OVERVIEW**

1. Whitebirch submitted a Rezoning Application (7891 CR 11) for portion of Outlot D and Outlot C, Whitebirch 7. The request included a rezoning R-4 Multifamily Residential to RC Resort Commercial and RC Resort Commercial to R-4 Multifamily Residential.

Whitebirch Inc. is proposing to reconfigure the NE Quadrant of the Whitebirch Golf Course by utilizing the south and west portions of Outlot C for a reroute of holes 7, 8, and 9. This area is proposed to become RC. The area proposed currently hosts holes 8 and 9 and the east portion of the lot C is proposed to become R-4

2. As a part of the Rezoning, Whitebirch Inc. Submitted a request to vacate the utility and drainage easements. At the time that Whitebirch 7 was platted, access to Outlot C was proposed from Shawnee Pass. Utility and Drainage easements from Osceola Circle and to and into Outlo C were included in the plat.

Whitebirch is reevaluating the access to Outlot C and is considering access form Osceola Circle. Access option and replat of the area negate the need for easement.

3. With the rerouting of golf holes 8 and 9 and the rezoning of the property, Whitebirch Inc. has submitted an application for a proposed Subdivision Whitebirth Fairway. A two-lot subdivision Outlot A and Outlot B (R-4.) Prior to utilizing Outlot A or B, the Outlots need to be re-platted.

The Planning Commission held a public hearing on September 16, 2025, which was published and mailed to property owners within 350 feet. During the public hearing, the Planning Commission considered all three items. No one provided oral testimony during the public hearing, however one resident letter was read aloud. The Planning Commission made a motion to recommend approval of all items.

[Planning Commission Meeting 9/16/2025](#) (starts at 1:08:00)  
[Planning Commission Meeting Packet 9/16/2025](#) (starts on pg. 25)



# CITY COUNCIL MEETING

## AGENDA ITEM

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Section 6, Item B.

### **REQUESTED COUNCIL ACTION**

Three separate motions to approve:

1. Res No. 24-2025 Approve Request to Rezone one Portion of Outlot A. Whitebirch 7<sup>th</sup> Addition from R-4 to RC Resort Commercial and Rezone portion of Outlot B Whitebirch 7<sup>th</sup> Addition form RC to R4
2. Res. No 25-2025 Approve Request to Vacate Utility and Drainage Easement within Outlot C Whitebirch 7<sup>th</sup> Addition
3. Res. No 26-2025 Approve Subdivision Application Whitebirch Inc.

CITY OF BREEZY POINT  
RESOLUTION 24-2025

A RESOLUTION APPROVING ZONING OF PROPERTY

WHEREAS, Whitebirch Inc. owns Outlot D (10170500) Whitebirch 7<sup>th</sup> Addition and Outlot C (10170778) Whitebirch 7<sup>th</sup> Addition; and

WHEREAS, Current Zoning of Outlot D is Resort commercial (RC) and current Zoning of Outlot C is Multifamily Residential (R4); and

WHEREAS, Outlot D hosts the Whitebirch Golf Course (RC); and

WHEREAS, Outlot C is currently vacant property surrounded by Golf Course zoned (RC); and

WHEREAS, Whitebirch Inc. has petitioned that the zoning of the NE Section of the Whitebirch Golf Course be reconfigured; and

WHEREAS, Whitebirch Inc. has proposed the rerouting of Golf holes 8 and 9; and

WHEREAS, the proposed re-rout of golf holes 8 and 9 anticipates utilization of portions of Outlot C; and

WHEREAS, Golf Course is a Conditional Use is Resort Commercial Zone (RC); and

WHEREAS, Whitebirch Inc. has made application to Rezone Outlot C and portions of Outlot D; and

WHEREAS, published and mailed notice of hearing to consider the application to Rezone was given to property owners within 350 feet; and

WHEREAS, a public hearing to consider the rezoning application was held Tuesday, September 16, 2025; and

WHEREAS, the Planning Commission considered oral and written testimony at the hearing; and

WHEREAS, the Planning Commission has also considered the current zoning of the petition and the adjacent properties; and

WHEREAS, the Planning Commission has recommended the Rezoning as per the application; and

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that the following described property is here by Zoned Resort Commercial (RC); and

That part of Outlot C and that part of Outlot D, WHITEBIRCH SEVEN, according to the recorded plat thereof, Crow Wing County, Minnesota, described as follows;

*Beginning at the southeast corner of said Outlet C, and assuming the east line of said*

*Outlet C, bears North 00 degrees 55 minutes 01 seconds East; thence South 77 degrees 44 minutes 11 seconds West along the south line of said Outlet C, a distance of 372.50 feet; thence North 77 degrees 32 minutes 41 seconds West along said south line 210.00 feet to the southwest corner thereof, thence North 00 degree 48 minutes 34 seconds West along the west line of said Outlot C, a distance of 382.50 feet; thence North 04 degrees 23 minutes 39 seconds East along said west line 426.50 feet; thence North 07 degrees 24 minutes 08 seconds East along said west line 351.50 feet; thence North 00 degrees 43 minutes 26 seconds West 33.00 feet to the centerline of vacated Shawnee Pass said plat; thence easterly 37.68 feet along said centerline being a nontangential curve concave to the northeast having a radius of 533.00 feet, a central angle of 04 degrees 03 minutes 01 seconds and the chord of said curve chord bears North 87 degrees 15 minutes 04 seconds East for a chord length of 37.67 feet; thence North 85 degrees 13 minutes 34 seconds East along said center line 207.66 feet; thence South 05 degrees 56 minutes 38 seconds East 333.45 feet; thence South 08 degrees 49 minutes 29 seconds West 546.18 feet; thence South 63 degrees 20 minutes 12 seconds East 769.05 feet to the westerly right of way line of Osceola Circle said plat; thence South 30 degrees 39 minutes 19 seconds West along said right of way line 18.00 feet to the intersection with a line bearing South 81 degrees 19 minutes 35 seconds East from the point of beginning; thence North 81 degrees 19 minutes 35 seconds West 380.84 feet to the point of beginning.*

NOW THEREFORE BE IT FURTHER RESOLVED that the following described property is Herby Zoned Multifamily Residential R4;

That part of Outlot C and that part of Outlot D, WHITEBIRCH SEVEN, according to the recorded plat thereof, Crow Wing County, Minnesota, lying easterly and northeasterly of the following described line;

*Commencing at the southeast corner of said Outlot C, and assuming the east line of said Outlot C, bears North 00 degrees 55 minutes 01 seconds East; thence South 77 degrees 44 minutes 11 seconds West along the south line of said Outlot C, a distance of 372.50 feet; thence North 32 degrees 32 minutes 41 seconds West along said south line 210.00 feet to the southwest corner thereof; thence North 00 degree 48 minutes 34 seconds West along the west line of said Outlot C, a distance of 382.50 feet; thence North 04 degrees 23 minutes 39 seconds East along said west line 426.50 feet; thence North 07 degrees 24 minutes 08 seconds East along said west line 351.50 feet; thence North 00 degrees 43 minutes 26 seconds West 33.00 feet to the centerline of vacated Shawnee Pass said plat; thence easterly 37.68 feet along said centerline being a nontangential curve concave to the northeast having a radius of 533.00 feet, a central angle of 04 degrees 03 minutes 01 seconds and the chord of said curve chord bears North 87 degrees 15 minutes 04 seconds East for a chord length of 37.67 feet; thence North 85 degrees 13 minutes 34 seconds East along said center line 207.66 feet, to the point of beginning of the line to be described; thence South 05 degrees 56 minutes 38 seconds East 333.45 feet; thence South 08 degrees 49 minutes 29 seconds West 546.18 feet; thence South 63 degrees 20 minutes*

*12 seconds East 769.05 feet to the westerly right of way line of Osceola Circle, said plat, and said line there terminating.*

Council person seconded the resolution and upon roll call the following vote was recorded.

Mayor Declared said resolution.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

Adopted this 6th Day of October 2025

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss

CITY OF BREEZY POINT  
RESOLUTION 25-2025

A RESOLUTION VACATION OF UTILITY AND DRAINAGE EASEMENTS

WHEREAS, Whitebirch Inc. is the owner of Outlot C and Outlot D Whitebirch 7<sup>th</sup> Addition.

WHEREAS, Whitebirch 7<sup>th</sup> addition is a 1979 plat; and

WHEREAS, the 1979 plat included utility and drainage easements to service Outlot C;  
and

WHEREAS, the 1979 plans for Outlot C anticipated extremely dense housing development of  
Outlot C; and

WHEREAS, Whitebirch Inc. has petitioned for vacation of utility and drainage easements to  
serve Outlot C; and

WHEREAS, development plan for Outlot C have changed to potential golf course; and

WHEREAS, published and mailed notice of hearing to consider vacation was given to property  
owners within 350 feet; and

WHEREAS, a public hearing to consider the vacation petition was held Tuesday, September 16,  
2025; and

WHEREAS, the Planning Commission considered oral testimony on the petition to vacate  
easements were given; and

WHEREAS, development plans for Outlot C are no longer the same as were anticipated in 1979;  
and

WHEREAS, the Planning Commission of the City of Breezy Point has recommended that  
drainage and utility easements to serve Outlot C be vacated; and

NOW THEREFORE BE IT RESOLVED by the City Council of Breezy Point that the drainage and  
utility easements (to serve Outlot C) that are part of the plat of Whitebirch 7 are hereby  
vacated.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

Adopted this 6th Day of October 2025

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss

CITY OF BREEZY POINT  
RESOLUTION 26-2025

A RESOLUTION APPROVING WHITEBIRCH FAIRWAY ADDITION

WHEREAS, Whitebirch Inc. is the recorded owner of Outlots C and Outlot D Whitebirch 7<sup>th</sup> Addition; and

WHEREAS, Whitebirch Inc has made application for the replatting Outlot C and portion of Outlot D Whitebirch 7<sup>th</sup> Addition; and

WHEREAS, published and mailed notice of hearing to consider the Preliminary and Final Plat of Whitebirch Fairway Addition was given to property owners within 350 feet; and

WHEREAS, a public hearing was held Tuesday, September 16, 2025 to consider the Preliminary and Final Plat of Fairway Addition; and

WHEREAS, oral testimony was given at the public hearing; and

WHEREAS, the Planning Commission has also recommended approval of Whitebirch Fairway addition; and

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that the Preliminary and Final Plat of Whitebirch Fairway Addition is Approved.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

Adopted this 6th Day of October 2025

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss



# CITY COUNCIL MEETING

## AGENDA ITEM

|  |   |  |
|--|---|--|
| <p><b>Prepared By:</b><br/>Allie Polsfuss, City Administrator on behalf of the Finance Committee</p> | <p><b>Meeting Date:</b><br/>10/6/2025</p> | <p><b>Item Name:</b><br/>Special Assessment Policy</p> |
|--|---|--|

**BACKGROUND**

The City Council has been discussing the special assessment policy over the last few months. The special assessment policy becomes more important at this time, because the streets committee will be recommending projects for 2026, and the special assessment policy may affect the level of funding for the projects.

The consensus of the Council on the overall policy is to:

1. Remove the “road age” threshold of 15 years for assessment determination
2. Maintain requirement that new road construction be assessment 100% to benefiting property owners.
3. Revise Section D.2

The Finance Committee met on September 17 and narrowed down the policy to two alternate policies for discussion.

**OVERVIEW**

**Option 1- Special Benefit Appraisal Based on Project Type**

How it would work:

- The City would engage a consultant to prepare a benefit analysis for upcoming projects (likely covering the next three-five years).
- The consultant would establish a range of benefit values by project type.
- The Council would then determine the assessment amount for each project type based on these findings.

Financial Impact: The cost for this benefit report would be \$5,500-\$7,000 every 3-5 years.

Example-

- Full Depth Reconstruction: \$7,000–\$10,000 per property
- Full Depth Reclamation: \$5,000–\$7,000 per property
- Street Rehabilitation (mill & overlay/inlay): \$1,500–\$3,000 per property
- To get an idea of what this report would look like, here is a link to Crosslake’s appraisal report for a recent road project.

Pros

Lowest potential for disputes with residents  
Provides fairness and equity between properties  
Ensure compliance with state law

Cons

Ongoing cost for appraisal (every 3-5yrs)  
More difficult to pivot from in the future

**Option 2: Percentage Split with Cap**



# CITY COUNCIL MEETING

## AGENDA ITEM

How it would work:

- The City Council would adopt a set percentage split between residents and the City for each type of project.
- A maximum assessment “cap” would be applied per property per project. The caps provided below are just examples. If the Council wishes to go with this option, the cap should be discussed.

Financial Impact: None

Example:

Full Depth Reconstruction= 50% Assessment, capped at \$10,000  
 Full Depth Reclamation= 50% Assessment, capped at \$7,000  
 Street rehabilitation= 25% Assessment, capped at \$4,000

Pros

Easier to predict future budgets  
 Provides residents with clear expectation  
 Simple and transparent policy  
 Easy to pivot from in future

Cons

Assessment could potentially exceed benefit to property  
 May increase potential challenge or disputes

**STAFF RECOMMENDATION**

Staff recommends the City Council discuss both options for special assessment policies and direct staff to draft policy language for approval in November.

**SUPPORTING DOCUMENTS**



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item F.

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|--|--|--|
| <b>Prepared By:</b><br><i>Joe Zierden, Public Works Supervisor</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><b><i>Order Preparation of Feasibility Report</i></b> |
|--|--|--|

### **BACKGROUND/DISCUSSION**

At the 9/18/2025 Road Committee meeting the following roads were recommended for 2026 Street Improvement Projects:

1. Piney Way (full reconstruct)
2. Blue Bird Lane (full reconstruct)
3. Wren Drive (overlay)

The following roads were recommended if further funds became available for 2026:

4. Sparrow Drive (overlay)
5. Osceola Circle (overlay)

Because the proposed improvements will be assessable, the City Council must follow Minnesota State Statute 429 process to assess the benefited property owners for a portion of the cost of the improvement. The first step of this process includes ordering a feasibility report to be completed by the City Engineer.

### **FINANCIAL IMPACT**

The financial impact of each project will be determined through feasibility study.

### **COUNCIL ACTION REQUESTED**

Motion to Approve Resolution Ordering the Preparation of the Feasibility Report for 2026 Street Improvement project.

### **SUPPORTING DOCUMENTS**

NA

**RESOLUTION NO. 27-2025**

**RESOLUTION ORDERING THE PREPARATION OF FEASIBILITY REPORT ON  
2026 STREET IMPROVEMENT PROJECT, CP-02**

**WHEREAS**, the City of Breezy Point is considering the improvement of Piney Way, Bluebird Lane, and Wren Drive; and,

**WHEREAS**, it is proposed to improve the full length of Piney Way and Bluebird Lane by means of full reconstruction, and Wren Drive in its entirety by means of bituminous overlay and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429 ; and,

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BREEZY POINT**, that the proposed improvement, called 2026 Breezy Point Street Improvements (CP-02) be referred to Widseth for study and that that person is instructed to report to the City Council with all convenient speed advising the Council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

Adopted this 6<sup>th</sup> day of October, 2025 by the City Council.

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, ItemG.

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|--|--|---|
| <b>Prepared By:</b><br><i>Nick Peterson, Widseth</i> | <b>Meeting Date:</b><br><i>10/6/2025</i> | <b>Item Name:</b><br><b><i>Approve Engineering Contract for Preparation of Feasibility Report</i></b> |
|--|--|---|

### **OVERVIEW**

The Streets Committee have recommended roads previously discussed at this meeting for the 2026 Street Improvement Project. The next step to preparing the feasibility report as required by Minnesota State Statute Chapter 469 process is to consider approval Widseth’s proposal for Preparation of the Feasibility Report for 2026 Street Improvement Projects.

Attachment A includes Widseth’s proposal for these services.

### **FINANCIAL IMPACT**

Widseth’s proposal includes a not to exceed amount of \$13,500.

### **COUNCIL ACTION REQUESTED**

Motion to Approve the Engineering Contract for the Preparation of Feasibility report for 2026 street Improvement Projects.

### **SUPPORTING DOCUMENTS**

Attachment A- Proposal for Preparation of Feasibility Report for 2026 Street Improvement Projects

September 30, 2025

Allie Polsfuss – City Administrator  
City of Breezy Point  
8319 Co. Rd. 11  
Breezy Point, MN 56472

**Brainerd/Baxter**  
7804 Industrial Park Road  
Baxter MN 56425

218.829.5117  
Baxter@Widseth.com  
Widseth.com

**Re: Proposal for Preparation of Feasibility Report for 2026 Street Improvement Projects**

Honorable Mayor and City Council Members:

In response to staff request, we are pleased to submit a proposal to prepare a Feasibility Report for the reconstruction of Piney Way and Bluebird Lane, and the overlay of Wren Drive. This Report is a requirement of Minnesota Statutes Chapter 429 for assessment projects.

Piney Way and Bluebird Lane were both constructed in 1978 and have not seen any major improvements since that time. The pavement is degraded and shows signs of infiltration through longitudinal cracking and alligator cracking. Wren Drive was last improved in 2004.

Our scope of services is as follows:

Feasibility Report

WIDSETH proposes to complete a letter feasibility report to estimate the cost of reconstruction of Piney Way and Bluebird Lane, and the overlay of Wren Drive. Estimated cost of assessments will also be provided based on current assessment policy. Specific scope items are as follows:

- Site Visit – Conduct an in-person site visit to document the condition of all three roads through visual inspection. Determine if any subgrade correction may be needed on Wren Drive through visual inspection and communication with City staff.
- Estimate Costs – Estimate project costs and assessments based on the current City assessment policy.
- Report – Prepare a letter Feasibility Report summarizing the findings.
- Review – Review preliminary report with City staff.
- Submittal – Submit final letter report after addressing any comments from review.
- Improvement Hearing – Separate Improvement Hearings will be held for each project location, presenting the feasibility study and respective estimated cost. Date and time for each hearing to be set at a later date with input from City staff.

The following items are not included in this proposal:

- Topographic or Boundary Surveying services
- Design phase services
- Construction phase services
- Publication to newspaper or public notification of improvement or assessment hearings


WiDSETH proposes to perform the services described above on an hourly basis, in accordance with the attached fee schedule, for the **Not to Exceed Amount of \$13,500**. We propose to have the report completed within 45 days of the Notice to Proceed. If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

We thank you for giving us the opportunity to submit this proposal and look forward to collaborating with you on this project.

Please contact us if you have any questions regarding this proposed Agreement. We will consider receipt of a signed copy of this Agreement to be our Notice to Proceed.

Sincerely,  
**WiDSETH SMITH NOLTING AND ASSOCIATES INC.**

  
\_\_\_\_\_  
Nick Peterson, EIT

  
\_\_\_\_\_  
David S. Reese, P.E. VP

Enclosures: WiDSETH 2025 Fee Schedule  
WiDSETH General Provisions of Professional Services Agreement

\_\_\_\_\_  
Fees shall be billed monthly in accordance with our fee schedule that is in effect when the work is performed with payment due within 30 days of billing. Attached is our 2025 fee schedule. A finance charge is computed at a periodic rate of 1% per month (annual percentage rate of 12%) on past due balance.

**Feasibility Study Services                      Hourly (Not-to-Exceed)                      \$13,500**

Accepted by **City of Breezy Point**

\_\_\_\_\_  
Allie Polsfuss, City Administrator  
Authorized Signatory

\_\_\_\_\_  
Date Approved

# 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.**



**2025 FEE SCHEDULE**

| <b>CLASSIFICATION</b>   | <b>RATE</b>  |
|---|--------------|
| Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager |              |
| Level I   | \$140 / Hour |
| Level II  | \$165 / Hour |
| Level III   | \$192 / Hour |
| Level IV  | \$200 / Hour |
| Level V   | \$210 / Hour |
| Technician  |              |
| Level I   | \$100 / Hour |
| Level II  | \$120 / Hour |
| Level III   | \$140 / Hour |
| Level IV  | \$155 / Hour |
| Level V   | \$170 / Hour |
| Computer Systems Specialist   | \$180 / Hour |
| Senior Funding Specialist   | \$145 / Hour |
| Marketing Specialist  | \$123 / Hour |
| Funding Specialist  | \$120 / Hour |
| Administrative Assistant  | \$ 85 / Hour |

| <b>OTHER EXPENSES</b>  | <b>RATE</b>   |
|--|---------------|
| Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i> |               |
| Meals/Lodging  | Cost          |
| Stakes & Expendable Materials                                    | Cost          |
| ATV 4-Wheeler Rental   | \$100 / Day   |
| ATV Side by Side Rental  | \$200 / Day   |
| Waste Water Sampler  | \$40 / Day    |
| ISCO Flow Recorder   | \$60 / Day    |
| Photoionization Detection Meter                                  | \$100 / Day   |
| Explosimeter   | \$50 / Day    |
| Product Recovery Equipment                                       | \$35 / Day    |
| Survey-Grade GPS (Global Positioning System)                     | \$75 / Hour   |
| Mapping GPS (Global Positioning System)                          | \$150 / Day   |
| Lath & Hubs  | \$150 / Day   |
| Soil Drilling Rig  | \$35 / Hour   |
| Groundwater Sampling Equipment                                   | \$125 / Day   |
| Hydrographic Survey System                                       | \$500 / Day   |
| Subcontractors   | Cost plus 10% |

| <b>REPRODUCTION COSTS</b>          | <b>RATE</b> |
|------------------------------------|-------------|
| Black & White Copies: 8-1/2" x 11" | \$0.10 Each |
| Black & White Copies: 11" x 17"    | \$0.50 Each |
| Black & White Copies: 24" x 36"    | \$3 Each    |
| Color Copies: 8-1/2" x 11"         | \$2 Each    |
| Color Copies: 11" x 17"            | \$4 Each    |
| Color Copies: 24" x 36"            | \$12 Each   |
| Color Plots: 42" x 48"             | \$22 Each   |

**These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.**



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item H.

|   |   |   |
|---|---|---|
| <p><b>Prepared By:</b><br/>Allie Polsfuss, City Administrator</p> | <p><b>Meeting Date:</b><br/>10/6/2025</p> | <p><b>Item Name:</b><br/><b>Approve Plans and Specifications and Authorize Ad for Bid for 2026 Buschmann Road Project</b></p> |
|---|---|---|

**BACKGROUND**

City Council has directed staff to proceed with planning the Buschmann Road Project for 2026.

**OVERVIEW**

WSB has completed plans and specifications for the 2026 Buschmann Road project. Attachment A includes a memo from WSB project engineer Kevin Kruger.

Here is a link to the plans and specifications for the project. <https://wsbeng.sharefile.com/public/share/web-sc3c660ca2f154b5d97ab25964b84393a>

If approvals are granted tonight, below is the tentative bidding and construction schedule:

- Send Ad to Paper .....October 25, 2025
- Advertise for Bids.....October 29, 2025 and November 5, 2025
- Open Bids.....November 25, 2025
- Award Contract..... Special Meeting in December 2025
- Tree Clearing.....March – April 2026
- Construction Begins .....May 2026
- Construction Completion.....September 30, 2026

**STAFF RECOMMENDATION**

Staff recommends the City Council Approve the Plans and Specifications and Authorize Ad for Bid as presented.

**SUPPORTING DOCUMENTS**

- Attachment A- Memo from WSB
- Attachment B- Resolution Approving Plans and Specification and Authorizing Ad for Bid for 2026 Buchmann Road Project



## Memorandum

To: Allie Polsfuss, City Administrator  
City of Breezy Point

From: Kevin Kruger, PE

Date: September 25, 2025

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

Since our last update for the City Council, WSB has continued making significant progress on several key components of the Buschmann Road and Ranchette Drive Reconstruction Improvements. WSB has completed the plan updates, added an additional segment from Ideal Township, completed the right-of-way acquisition, and are working on the project manual.

WSB will be applying for the LRIP Grant for the project again. Additional information can be found at the following link. <https://www.dot.state.mn.us/stateaid/lrip.html>

WSB will continue to provide updates and recommendations as we progress through these critical phases. We appreciate the Council's guidance and look forward to working together to ensure the successful execution of this project.

### I. Right-of-Way Acquisition

All right-of-way has been acquired for the project. Small utility companies have been notified, and the project can be bid as desired.

### II. Plans and Specifications

The project plans are now fully developed, and the accompanying specifications and project manual are finalized. You can view the plans and specs with the link here:

<https://wsbeng.sharefile.com/public/share/web-sc3c660ca2f154b5d97ab25964b84393a>.

The County is still finalizing the plans for the turn lanes along County Road 11. This is anticipated to be complete by the middle of October.

Below is the proposed schedule for bidding and construction.

|                               |                                       |
|-------------------------------|---------------------------------------|
| Send Ad to Paper .....        | October 25, 2025                      |
| Advertise for Bids .....      | October 29, 2025 and November 5, 2025 |
| Open Bids .....               | November 25, 2025                     |
| Award Contract .....          | Special Meeting in December 2025      |
| Tree Clearing .....           | March – April 2026                    |
| Construction Begins .....     | May 2026                              |
| Construction Completion ..... | September 30, 2026                    |

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

**RESOLUTION NO. 28-2025**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND AUTHORIZING  
THE ADVERTISEMENT FOR BIDS FOR THE  
2026 BUSCHMANN ROAD STREET IMPROVEMENT PROJECT,  
CITY PROJECT NO. 01-26**

**WHEREAS**, pursuant to Council direction, WSB has prepared plans and specifications for the reconstruction project of Buschmann Road; and,

**WHEREAS**, WSB has presented such plans and specifications to the Council for approval; and,

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF BREEZY POINT,**

1. Such plans and specifications are hereby approved and placed on file in the office of the City Clerk.
2. WSB shall prepare and cause to be inserted in the official City newspaper, and the Finance & Commerce, and QuestCDN.com an advertisement for bids upon the making of such improvement under such approved plans and specifications.
3. The advertisement shall be published in each of said publications at least once not less than three (3) weeks before the date set for opening bids, shall specify the work to be done, shall state the bids will be opened electronically on November 25, 2025 through the Quest CDN service. Individual bids will only be considered if all bid requirements are met.

**BE IT FINALLY RESOLVED** that the City Council hereby authorizes the Advertisement for Bids for the 2026 Buschmann Road Street Reconstruction Project, City Project No. 01-26. This resolution was adopted by the City Council of the City of Breezy Point on the 6<sup>th</sup> day of October 2025, by a vote of:

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item 1.

|   |   |   |
|---|---|---|
| <p><b>Prepared By:</b><br/>Allie Polsfuss, City Administrator</p> | <p><b>Meeting Date:</b><br/>10/6/2025</p> | <p><b>Item Name:</b><br/><b>Approve Resolution Calling for a Public Hearing</b></p> |
|---|---|---|

**BACKGROUND**

As the next step of the bond issuance process, the City Council must adopt a resolution calling for a public hearing for the 2026 Buschmann Road Project to issue a General Obligation Street Reconstruction Bond for the 2026 Buschmann Road Street Reconstruction Project.

**OVERVIEW**

As part of the next step in the bond issuance process for the 2026 Buschmann Road Street Reconstruction Project, the City Council must adopt a resolution calling for a public hearing. This is required under Minnesota Statutes, Section 475.59, Subdivision 3b, which authorizes municipalities to issue General Obligation Street Reconstruction Bonds to finance street reconstruction projects.

The issuance of these bonds requires a public hearing before proceeding. The hearing provides the public an opportunity to comment on the proposed financing method.

Attachment A is the resolution calling for the public hearing on November 3, 2025 at 6:30 PM, and proper public hearing notice to be sent to the paper.

The bonding process and construction bidding process run parallel. Below shows the tentative schedule for Council action regarding funding and construction on this project, so you know what to expect as we move forward. It is anticipated that a special meeting will be called in December to award the construction bid and call for the sale of bonds.

| <b>2026 Buschmann Road Timeline</b>                       |                    |                     |                 |
|---|--------------------|---------------------|-----------------|
| <b>Action</b>   | <b>Party</b>       | <b>Date</b>         | <b>Category</b> |
| Approve Plans and Specifications and Authorize Ad for Bid | Council            | 10/6/2025           | Construction    |
| Call for Public Hearing on Preliminary Issuance of Bonds  | Council            | 10/6/2025           | Funding         |
| Notice of Public Hearing to Paper                         | City Administrator | 10/17/2025          | Funding         |
| Notice of Ad for Bid to Paper                             | WSB                | 10/25/2025          | Construction    |
| Public Hearing on Preliminary Issuance of Bonds           | Council            | 11/3/2025           | Funding         |
| Approve Construction Bids                                 | Council            | 12/8/2025 (Special) | Construction    |
| Review Presale Report and Calls for Sale of Bonds         | Council            | 12/8/2025 (Special) | Funding         |

**STAFF RECOMMENDATION**

Staff recommends City Council approve the resolution calling for a public hearing as presented.

**SUPPORTING DOCUMENTS**

Attachment A- Res. No.

**RESOLUTION NO. 29-2025**

**RESOLUTION CALLING A PUBLIC HEARING ON THE PROPOSAL TO ADOPT A STREET RECONSTRUCTION PLAN AND THE INTENT TO ISSUE GENERAL OBLIGATION STREET RECONSTRUCTION BONDS**

**WHEREAS**, the City Council (the "Council") of the City of Breezy Point, Minnesota (the "City"), proposes that it is the best interest of the City to issue and sell general obligation street reconstruction bonds pursuant to Minnesota Statutes, Section 475.58, subdivision 3b, as amended (the "Act"), to finance the cost of street reconstruction projects, as described in the proposed street reconstruction plan described below, a copy of which is on file in the City Administrator's office; and

**WHEREAS**, pursuant to the Act, the City is authorized to issue and sell general obligation street reconstruction bonds to finance street reconstruction under the circumstances and within the limitations set forth in the Act; and the Act provides that street reconstruction projects may be financed with general obligation street reconstruction bonds, following adoption of a street reconstruction plan, after a public hearing on the street reconstruction plan and on the issuance of general obligation street reconstruction bonds and other proceedings conducted in accordance with the requirements of the Act; and

**WHEREAS**, pursuant to the Act, the City has undertaken to prepare a five year street reconstruction plan for calendar years 2026 through 2030, which describes the streets to be reconstructed, the estimated costs and any planned reconstruction of other streets in the City, including the issuance of general obligation street reconstruction bonds under the Act (the "Plan"), to determine the funding strategy for street reconstruction projects.

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

1. Public Hearing. The Council hereby determines to call for and to hold a public hearing on the Plan and the issuance of general obligation street reconstruction bonds thereunder at a meeting of the Council to be held on November 3, 2025, the public hearing shall commence at 6:30 P.M.

2. Publication. The staff of the City is hereby authorized and directed to cause the Notice of Public Hearing which is attached to this Resolution to be published in the City's official newspaper not less than 10 days nor more than 28 days prior to the scheduled public hearing date.

This resolution was adopted by the City Council of the City of Breezy Point on the 6<sup>th</sup> day of October 2025, by a vote of:

Rebecca Ball: \_\_\_\_\_

Brad Scott: \_\_\_\_\_

Steve Jensen: \_\_\_\_\_

Todd Roggenkamp: \_\_\_\_\_

Michael Moroni: \_\_\_\_\_

\_\_\_\_\_  
Mayor, Todd A. Roggenkamp

Attest:

\_\_\_\_\_  
City Administrator, Allie Polsfuss

EXHIBIT A

CITY OF BREEZY POINT, MINNESOTA

NOTICE OF PUBLIC HEARING ON THE PROPOSAL TO ADOPT A  
STREET RECONSTRUCTION PLAN AND THE INTENT TO ISSUE  
GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

NOTICE IS HEREBY GIVEN that the City Council (the "Council") of the City of Breezy Point, Minnesota (the "City"), will meet on November 3, 2025, at 6:30 P.M., at the City Hall, 8319 County Road 11, Breezy Point, Minnesota, for the purpose of conducting a public hearing on (a) the proposal to adopt a five year street reconstruction plan and (b) the intent to issue not to exceed \$3,350,000 general obligation street reconstruction bonds under its street reconstruction plan for street reconstruction improvements described in the street reconstruction plan.

If a petition requesting a vote on the issuance of the general obligation street reconstruction bonds is signed by voters equal to five percent of the votes cast in the last municipal general election and is filed with the City Administrator within 30 days after the public hearing, the City may issue the general obligation street reconstruction bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the general obligation street reconstruction bonds.

All interested persons may appear at the November 3, 2025 public hearing and present their views orally; or if in writing contact the City Administrator's office at 8319 County Road 11, Breezy Point, MN 56472 or 218-569-1001.

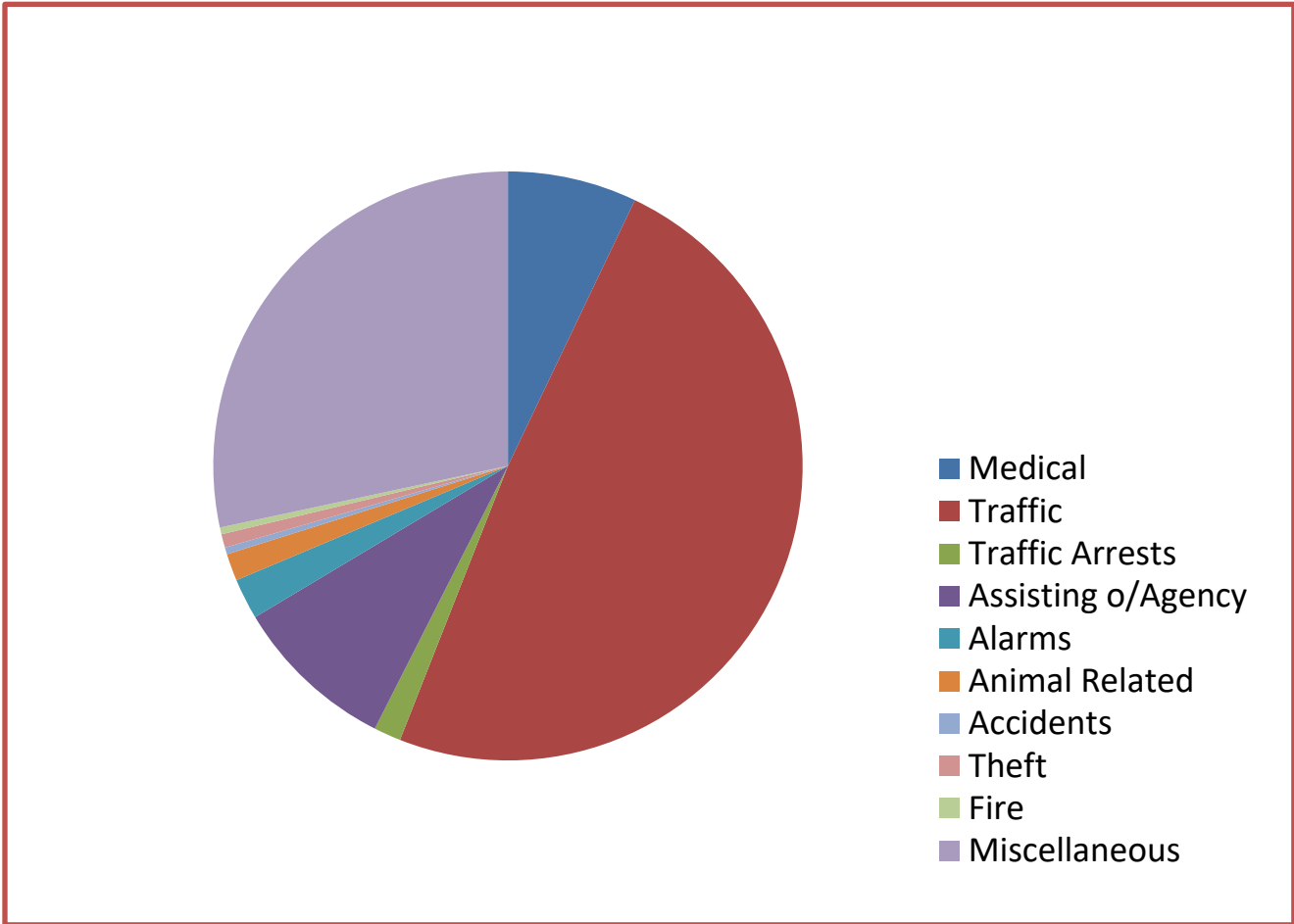
BY ORDER OF THE CITY COUNCIL

/s/ Allie Polsfuss, City Administrator

## Breezy Point Police Department Offense Summary

Section 7, Item D.

| September 1-30, 2025 |            | 2024       |
|----------------------|------------|------------|
| Medical              | 19         | 23         |
| Traffic              | 131        | 140        |
| Traffic Arrests      | 4          | 1          |
| Assisting o/Agency   | 24         | 30         |
| Alarms               | 6          | 5          |
| Animal Related       | 4          | 5          |
| Accidents            | 1          | 5          |
| Theft                | 2          | 2          |
| Fire                 | 1          | 0          |
| Miscellaneous        | 76         | 75         |
| <b>Total</b>         | <b>268</b> | <b>286</b> |



**Miscellaneous: (6) Civil Problem, (5) Disturbance, (3) Domestic, (4) Found Property, (2) Harassing Communication, (13) Information, (2) Noise Complaint, (9) Suspicious Activity/Person, Vehicle, (2) Trespass, Etc.**