



# CITY COUNCIL SPECIAL MEETING

Thursday, April 30, 2026 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. 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.*

### 5. CONSENT AGENDA

A. Approve City Council Meeting Minutes from April 6, 2026

B. Approve Claims Totaling \$192,846.55 Checks: 141054-141119 and eCheck 4107

C. Authorize Seeking Donation for 2026 Night to Unite

D. Res. No. 19-26 Authorize the Opening of a New Checking Account and Transfer of Funds

E. Res. No. 20-26 Local Road Improvement Program Grant Agreement

F. Res. No. 21-26 Local Road Improvement Program Funding Agreement with Crow Wing County

G. Res. No. 22-26 Restricting Parking along Buschmann Road

H. Approve Final Plat for Re-Subdivision

### 6. PUBLIC HEARING

A. 2025 Edgewater Circle Project Reassessment Hearing

B. 2026 Street Improvement Project Assessment Hearing

C. Ord. 02-2026 Amending 2026 Fee Schedule to Include Administrative Citation Fines

### 7. BUSINESS ITEMS

- [A.](#) Res. No. 23-26 Adopt 2025 Edgewater Circle Project Assessment Roll
- [B.](#) Res. No. 24-26 Accepting Bid for 2026 Street Improvement
- [C.](#) Res. No. 25-26 Adopting Assessment Rolls for 2026 Street Improvement Project
- [D.](#) Ord. 02-2026 Amending 2026 Fee Schedule and Res No. 26-26 Publish by Title and Summary
- [E.](#) Res. No. 27-26 Approve Plans and Specifications and Ordering Advertisement for Bids for the 2026 Buschmann Road Project
- [F.](#) Authorize Widseth to Complete Shoreview Shoulder and Riprap Maintenance Plan

**8. DEPARTMENTAL UPDATES**

- A. State of the City Address- *Mayor Roggenkamp*
- [B.](#) First Quarter Financial Report- *Informational Item*
- [C.](#) Mobile Food Truck- *Allie Polsfuss*

**9. ADJOURN**

# Breezy Point City Council

## April 6, 2026 – 6:30 pm

### Regular Meeting Minutes

Mayor Roggenkamp called the Regular City Council meeting to order at 6:30 PM on Monday, April 6, 2026.

The Pledge of Allegiance was recited by all present.

Administrator Polsfuss conducted the roll call. Council members Steve Jensen, Todd Roggenkamp, Michael Moroni, and Rebecca Ball were present. Brad Scott was absent. Staff present included Administrator Allie Polsfuss, Police Chief Brian Sandell, Deputy City Clerk Deb Runksmeier, Public Works Supervisor Joe Zierden, and Nick Peterson with Widseth Engineering.

## Open Forum

Mayor Roggenkamp opened the forum, but no one came forward to speak.

## Consent Agenda

- Approve City Council Meeting Minutes From March 2, 2026
- Approve List of Claims Totaling \$88,388.64; Checks 140985-141053 and eChecks 4105
- Approve Appointment of Rhonda Swanson as Cemetery Commissioner
- Approve Rescheduling May 4, 2026 City Council Meeting to April 30, 2026
- Approve Scheduling Joint Planning Commission Meeting for June 9, 2026 At 5:00 p.m.
- Approve Preliminary Plat for Eagle View Storage
- Resolution No. 13-2026 Approve Budgeted Transfers For 2025
- Resolution No. 14-2026 Ratifying Prior Actions Regarding Bidding Process For 2026 Street Improvement Project
- Resolution No. 18-2026 Accept \$50.00 Donation for Pelican Woods Cemetery

Mayor Roggenkamp read through all consent agenda items and asked if there were any comments from council. Hearing none, he requested a motion to approve the consent agenda.

*Motion: Council member Ball moved to approve the consent agenda. Council member Jensen seconded. Motion carried 4-0*

## Personnel Committee Recommendations

Administrator Polsfuss explained that during the strategic planning session staff and council identified organizational structure adjustments as a priority. The personnel committee met to discuss long-term sustainable changes needed in administration and public works

departments. Polsfuss noted they consulted with David John and Associates to gather data, evaluate existing structure and pay, and propose alternatives for organizational improvement. The personnel committee met to review various alternatives and discuss proposed changes in depth.

The personnel committee recommended retitling the city administrator clerk treasurer to city administrator, retitling public works supervisor to public works director, reclassifying finance specialist to finance director with pay structure placement, reclassifying deputy city clerk office manager to city clerk with pay structure placement, and reclassifying assistant public work supervisor to public work supervisor with pay structure placement. The total budget impact for 2026 was approximately \$10,000, with pay adjustments implemented by the first pay period following approval.

*Motion: Council member Moroni moved to approve the personnel committee recommendations for administration and public works starting April 19, 2026. Council member Jensen seconded. Motion carried 4-0.*

## **Resolution No. 15-2026 Order Reassessment and Public Hearing On The Proposed Reassessment for 2025 Edgewater Circle Project**

Administrator Polis explained that at the January 5, 2026 council meeting, the council directed staff to proceed with the reassessment process on the 2025 Edgewater Circle project completed last summer. It was determined that the city cannot assess the total \$10,000 to the association itself as a single entity, so the city would initiate a reassessment process to assess the 13 individual owners pursuant to state statute.

The first step was approving the resolution to call for a hearing. This reassessment did not alter the overall approved assessment amount in total or per property owner - the change was administrative in nature. The hearing was proposed to be scheduled on April 30.

*Motion: Council member Jensen moved to approve Resolution 15-2026 approving reassessment and public hearing for 2025 Edgewater Circle Project. Council member Moroni seconded. Motion carried 4-0.*

## **Resolution No. 16 Declaring Cost to Be Assessed, Ordering Preparation of Proposed Assessment, and Calling for the Hearing On The Proposed Assessments For The 2026 Street Improvement Project**

Nick Peterson of Widseth Engineering reported that they held the bid opening for the 2026 Street Improvements Project on April 2. They received 4 competitive bids with all necessary documents. The lowest bid was from Ideal Construction out of Staples at \$354,000, which was significantly below their engineer's estimate of \$433,000.

Due to the project timeline and the city's previous decision to wait until the end of the assessment period to award the project in case of appeals, they would take action on awarding the contract at the June council meeting. The assessment hearing would be held on April 30 following this resolution.

*Motion: Council member Ball moved to approve Resolution 16-2026 declaring cost and ordering preparation of proposed assessment and call for hearing of proposed assessment for the 2026 Streets Improvement Project. Council member Jensen seconded. Motion carried 4-0.*

## **Resolution 17-2026 Accepting Local Road Improvement Program Grant For The Buschmann Road Reconstruction Project**

Administrator Polis announced that the city had received the LRIP grant for up to \$1,500,000 for the Bushman Road project. The resolution would formally accept the grant and authorize necessary parties to act on behalf of the council to ensure proper processes were followed. She thanked their representatives at state and county level for supporting the project, along with 11 other letters of support from neighboring organizations, cities, and schools.

Staff would begin conversations with the finance committee about proceeding with bonding and funding.

Mayor Roggenkamp expressed tremendous excitement about receiving the grant and publicly thanked everyone who supported them and all others who worked behind the scenes. He emphasized this was a tremendous win for the city that would make a huge difference in their bonding and debt situation.

*Motion: Council member Ball moved to approve Resolution 17-2026 to accept Local Road Improvement Program Grant of the Buschmann Road Reconstruction. Council member Jensen seconded. Motion carried 4-0.*

## **Shoreview Lane Maintenance Recommendation**

Nick Peterson of Widseth Engineering reported that he met with city staff at Shoreview Lane in the second year since riprap was installed. The first year showed no damage, but last winter's very low water levels before ice-up likely contributed to movement they were seeing. The movement was likely not finished due to remaining frost in the ground and ice still on the lake.

Peterson recommended waiting 30 days from March 30 to reassess when all ice was gone and frost was out. If nothing changed, they recommended regrading and pushing things back down. He noted all private shorelines in the area took significant beating this year, which didn't happen the previous year, suggesting it was a more active ice year. The utilities and roadway remained mostly protected, indicating the riprap did its job.

## **Tax Increment Financing Educational Presentation**

Todd Hagen from Ehlers and Associates provided a comprehensive educational presentation on Tax Increment Financing (TIF) via remote connection. He emphasized this was educational to help the council understand basic TIF concepts in case applications came their way.

Hagen explained that economic development through TIF could create jobs, grow tax base, provide diversification, help with redevelopment, preserve neighborhoods, develop infrastructure, improve housing availability, clean up pollution, and enhance quality of life.

TIF was necessary to help developers achieve market-based return on investment when site conditions, market limitations, or public financing gaps existed. It captured increased property tax revenues from new development within a geographical area for a defined time period, requiring only city approval while automatically including county and school districts.

He detailed how TIF works by capturing the difference between base property value and new developed value, redirecting that increment to developers for a period before terminating the district as soon as possible. The system was revenue neutral since base value taxes continued flowing to all taxing jurisdictions.

Hagen explained the calculation process, the "but for" test requirement, and different district types including redevelopment (26 years), renewal and renovation, housing (26 years), and economic development (9 years). Each had different requirements and limitations.

He outlined the process for creating TIF districts, including application collection, pro forma review, gap analysis, term sheet drafting, development agreement creation, public hearings, and ongoing administration. The most common assistance method was "pay-as-you-go" with minimal city risk.

## **State Of The City Address-Mayor**

Mayor Roggenkamp announced plans to hold a State of the City address in June, potentially in an open house format in the council chambers. This would allow him to present the state of the city to the public, discussing what they had been doing, current projects, and future direction. Staff would be available for constituents to interact with about specific topics like public works or parks and recreation. This would differ from a town hall meeting but provide similar opportunities for public engagement with city leadership and staff.

Administrator Polsfuss updated the council on the planning and zoning administrator position and will follow up to the personnel committee and council after interviews.

## **Adjourn**

*Motion: Council member Moroni moved to adjourn. Council member Jensen seconded.  
Motion carried 4-0.*

The meeting was adjourned at 7:36 PM.

Submitted by: Deb Runksmeier  
Deputy City Clerk

Claims totaling: \$192,846.55

Checks: 141054 - 141119

eCheck: 4107

Section 5, Item B.

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/Manual
<b>AT&amp;T MOBILITY</b>								
2937	AT&T MOBILITY	X04032026	PD CELL PHONES - 02/26/26 - 03/25/26	141084	04/16/2026	973.04	973.04	
Total AT&T MOBILITY:							973.04	
<b>AUTO VALUE PEQUOT LAKES</b>								
123	AUTO VALUE PEQUOT LAKES	66279683	PW BATTERY	141054	04/02/2026	142.99	142.99	
123	AUTO VALUE PEQUOT LAKES	66280653	PW AIR FILTER/HD AIR FLEET	141085	04/16/2026	497.39	497.39	
Total AUTO VALUE PEQUOT LAKES:							640.38	
<b>AW RESEARCH LABORATORIES INC</b>								
12	AW RESEARCH LABORATORIE	77269	SEWER TESTING	141055	04/02/2026	58.00	58.00	
Total AW RESEARCH LABORATORIES INC:							58.00	
<b>BEST OIL COMPANY</b>								
2928	BEST OIL COMPANY	46305	PW DIESEL FUEL	141056	04/02/2026	1,209.52	1,209.52	
2928	BEST OIL COMPANY	46577	PW DIESEL FUEL	141086	04/16/2026	936.39	936.39	
Total BEST OIL COMPANY:							2,145.91	
<b>BREEZY POINT HARDWARE</b>								
2519	BREEZY POINT HARDWARE	39264	PW WD-40	141057	04/02/2026	33.98	33.98	
2519	BREEZY POINT HARDWARE	39339	PW LEAF BLOWER BATTERY	141087	04/16/2026	199.99	199.99	
2519	BREEZY POINT HARDWARE	39347	PW FUEL	141087	04/16/2026	103.26	103.26	
2519	BREEZY POINT HARDWARE	39373	PW ARMOR ALL & CLOROX WIPES	141087	04/16/2026	14.98	14.98	
2519	BREEZY POINT HARDWARE	39415	PD FASTENERS	141087	04/16/2026	2.60	2.60	
2519	BREEZY POINT HARDWARE	39428	PARKS RAKE BOW FIBER	141087	04/16/2026	29.99	29.99	
Total BREEZY POINT HARDWARE:							384.80	
<b>CASELLE LLC</b>								
3763	CASELLE LLC	INV-14484	MAINTENANCE & SUPPORT 01/01/202	141058	04/02/2026	7,217.50	7,217.50	
Total CASELLE LLC:							7,217.50	
<b>CELLEBRITE, INC</b>								
22	CELLEBRITE, INC	Q-488024-1	PD NEW PHONE EXTRACTION EQUIP	141088	04/16/2026	13,822.50	13,822.50	
Total CELLEBRITE, INC:							13,822.50	
<b>CHARTER COMMUNICATIONS - PA</b>								
3199	CHARTER COMMUNICATIONS -	156481201040	INTERNET SERVICE 04/08/26 - 05/07/2	141089	04/16/2026	139.98	139.98	
3199	CHARTER COMMUNICATIONS -	175643010401	PD CABLE TV 04/02/226 - 05/01/2026	141089	04/16/2026	42.74	42.74	
Total CHARTER COMMUNICATIONS - PA:							182.72	
<b>CITY OF BREEZY POINT</b>								
129	CITY OF BREEZY POINT	2026 1ST QTR	PD 1ST QTR 2026 SEWER	141090	04/16/2026	170.00	170.00	
129	CITY OF BREEZY POINT	CH 2026 1ST	CH 1ST QTR 2026 SEWER	141090	04/16/2026	170.00	170.00	
Total CITY OF BREEZY POINT:							340.00	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
<b>CLIFTONLARSONALLEN LLP</b>								
2945	CLIFTONLARSONALLEN LLP	L261145912	PROGRESS BILLING #2 & ADDITIONAL	141059	04/02/2026	10,500.00	10,500.00	
Total CLIFTONLARSONALLEN LLP:							10,500.00	
<b>COLLINS BROTHERS TOWING</b>								
2944	COLLINS BROTHERS TOWING	26-365318	PW WINCHING 2010 INTERNATIONAL	141091	04/16/2026	750.00	750.00	
Total COLLINS BROTHERS TOWING:							750.00	
<b>COLUMN SOFTWARE PBC</b>								
3302	COLUMN SOFTWARE PBC	6AA024C4-00	2026 STREET IMPROVEMENTS FCCL	141060	04/02/2026	349.36	349.36	
3302	COLUMN SOFTWARE PBC	6AA024C4-00	PC PUBLIC HEARING NOTICE FCCLEJ	141060	04/02/2026	34.17	34.17	
Total COLUMN SOFTWARE PBC:							383.53	
<b>COMPENSATION CONSULTANTS LTD</b>								
2500	COMPENSATION CONSULTANT	6153	FSA/HSA PLAN ADMINISTRATION APR	141061	04/02/2026	55.00	55.00	
Total COMPENSATION CONSULTANTS LTD:							55.00	
<b>CROW WING CO LAND SERVICES</b>								
359	CROW WING CO LAND SERVIC	2026 1016100	2026 PROPERTY TAXES PID 10161004	141062	04/02/2026	16.00	16.00	
359	CROW WING CO LAND SERVIC	2026 1016100	2026 PROPERTY TAXES PID 10161005	141062	04/02/2026	16.00	16.00	
359	CROW WING CO LAND SERVIC	2026 1016107	2026 PROPERTY TAXES PID 10161078	141062	04/02/2026	25.00	25.00	
359	CROW WING CO LAND SERVIC	2026 1016108	2026 PROPERTY TAXES PID 10161083	141062	04/02/2026	25.00	25.00	
359	CROW WING CO LAND SERVIC	26-3396	BW COPIES CERT OF TITLE #66101	141092	04/16/2026	2.00	2.00	
Total CROW WING CO LAND SERVICES:							84.00	
<b>CROW WING COUNTY</b>								
67	CROW WING COUNTY	7901	2024 AUDIT CONFIRMATION	141063	04/02/2026	100.00	100.00	
Total CROW WING COUNTY:							100.00	
<b>Crow Wing County Recorder</b>								
58	Crow Wing County Recorder	041526-1	PC RESOLUTION 26-01-1	141093	04/16/2026	20.00	20.00	
58	Crow Wing County Recorder	041526-2	PC RESOLUTION 26-04	141094	04/16/2026	46.00	46.00	
Total Crow Wing County Recorder:							66.00	
<b>Crow Wing Power</b>								
61	Crow Wing Power	1438703 FEB	SEWER PLANT ELEC 02/08/2026 - 03/0	141064	04/02/2026	979.95	979.95	
61	Crow Wing Power	1439301 FEB	#4 POND - TSF PUMP ELEC 02/08/202	141064	04/02/2026	53.69	53.69	
61	Crow Wing Power	1460301 FEB	LIFT PUMP 2 ELEC 02/08/2026 - 03/08/	141064	04/02/2026	71.84	71.84	
61	Crow Wing Power	1501301 FEB	LIFT PUMP 4 ELEC 02/08/2026 - 03/08/	141064	04/02/2026	178.91	178.91	
61	Crow Wing Power	1516802 FEB	CH/MAINT ELEC 02/08/26 - 03/08/26	141064	04/02/2026	226.99	226.99	
61	Crow Wing Power	1518101 FEB	LIFT PUMP 5 02/08/2026 - 03/08/2026	141064	04/02/2026	89.86	89.86	
61	Crow Wing Power	1528301 FEB	LIFT PUMP 3 ELEC 02/08/2026 - 03/08/	141064	04/02/2026	72.90	72.90	
61	Crow Wing Power	1532601 FEB	LIFT PUMP 1 ELEC 02/08/2026 - 03/08/	141064	04/02/2026	290.19	290.19	
61	Crow Wing Power	33476401 FEB	CEM WELL ELEC 02/08/2026 - 03/08/20	141064	04/02/2026	70.09	70.09	
61	Crow Wing Power	33770501 FEB	LIFT PUMP 6 02/08/2026 - 03/08/2026	141064	04/02/2026	110.38	110.38	
61	Crow Wing Power	33929201 FEB	LIFT PUMP 7 ELEC 02/08/26 - 03/08/26	141064	04/02/2026	80.12	80.12	
61	Crow Wing Power	34120201 FEB	PSB ELEC 02/08/26 - 03/08/26	141064	04/02/2026	621.92	621.92	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
61	Crow Wing Power	34265401 FEB	LIFT PUMP 8 ELEC 02/08/2026 - 03/08/	141064	04/02/2026	60.27	60.27	
61	Crow Wing Power	34454801 FEB	CEM NORTH SERVICE ELEC 02/08/202	141064	04/02/2026	42.68	42.68	
61	Crow Wing Power	34569801 FEB	8319 N SPRUCE DR ELEC 02/08/2026 -	141064	04/02/2026	103.00	103.00	
61	Crow Wing Power	34613101 FEB	LIFT PUMP 9 ELEC 02/08/26 - 03/08/26	141064	04/02/2026	58.16	58.16	
61	Crow Wing Power	35276301 FEB	FISHING PIER ELEC 02/08/2026 - 03/08	141064	04/02/2026	11.00	11.00	
61	Crow Wing Power	36058101 FEB	CH ELEC 02/08/26 - 03/08/26	141064	04/02/2026	701.00	701.00	
Total Crow Wing Power:							3,822.95	
<b>CTC - 446126</b>								
2893	CTC - 446126	21790733	CH PHONE SERVICE 04/12/26 - 05/11/	141095	04/16/2026	733.62	733.62	
Total CTC - 446126:							733.62	
<b>CULLIGAN</b>								
368	CULLIGAN	150-09980418	PD WATER - MARCH 2026	141065	04/02/2026	102.80	102.80	
Total CULLIGAN:							102.80	
<b>ESSENTIA HEALTH</b>								
1912	ESSENTIA HEALTH	021526-89000	DRUG TEST B. PRATT ACCT #1659934	141066	04/02/2026	32.00	32.00	
Total ESSENTIA HEALTH:							32.00	
<b>FYLES SATELLITES INC.</b>								
2927	FYLES SATELLITES INC.	15407	PARKS PORTABLE TOILET RENTAL 02	141096	04/16/2026	340.00	340.00	
2927	FYLES SATELLITES INC.	15412	PARKS PORTABLE RESTROOM RENT	141096	04/16/2026	340.00	340.00	
Total FYLES SATELLITES INC.:							680.00	
<b>GALLS LLC</b>								
808	GALLS LLC	034273632	PD UNIFORM BOOTS	141067	04/02/2026	212.94	212.94	
808	GALLS LLC	034346826	PD UNIFORM PANT	141067	04/02/2026	102.63	102.63	
808	GALLS LLC	034347151	PD UNIFORMS BOOTS	141067	04/02/2026	287.40	287.40	
808	GALLS LLC	34355410	PD UNIFORMS	141067	04/02/2026	102.62	102.62	
808	GALLS LLC	34393450	PD UNIFORMS	141067	04/02/2026	81.44	81.44	
808	GALLS LLC	34399869	PD UNIFORMS	141067	04/02/2026	84.11	84.11	
808	GALLS LLC	34466555	PD UNIFORMS	141067	04/02/2026	202.08	202.08	
808	GALLS LLC	PY CK 137923	DUPLICATE PAYMENT ON CK 137923 (	141067	04/02/2026	421.35-	421.35-	
808	GALLS LLC	34598280	PD UNIFORMS	141097	04/16/2026	156.95	156.95	
Total GALLS LLC:							808.82	
<b>GFOA</b>								
2330	GFOA	300201190-20	MEMBERSHIP DUES J.RUST	141068	04/02/2026	250.00	250.00	
Total GFOA:							250.00	
<b>GOPHER STATE ONE CALL</b>								
78	GOPHER STATE ONE CALL	6030246	SEWER LOCATES - MARCH 2026	141098	04/16/2026	17.55	17.55	
Total GOPHER STATE ONE CALL:							17.55	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
<b>GULL LAKE GLASS INC</b>								
126	GULL LAKE GLASS INC	9897542	PD HANDICAP DOOR	141069	04/02/2026	4,200.00	4,200.00	
Total GULL LAKE GLASS INC:							4,200.00	
<b>HEARTLAND ANIMAL RESCUE TEAM</b>								
109	HEARTLAND ANIMAL RESCUE	3/2026	ANIMAL IMPOUND FEES - MARCH 202	141099	04/16/2026	421.65	421.65	
109	HEARTLAND ANIMAL RESCUE	34388	HTO - CASE #34388	141099	04/16/2026	18.00	18.00	
Total HEARTLAND ANIMAL RESCUE TEAM:							439.65	
<b>KENNEDY &amp; GRAVEN, CHARTERED</b>								
124	KENNEDY & GRAVEN, CHARTE	192645	BR435-00001 TIF PROJECT: ICE AREN	141100	04/16/2026	465.00	465.00	
Total KENNEDY & GRAVEN, CHARTERED:							465.00	
<b>LAW ENFORCEMENT LABOR SERVICES</b>								
1543	LAW ENFORCEMENT LABOR S	APRIL 2026	PD UNION DUES - APRIL 2026	141070	04/02/2026	292.00	292.00	
Total LAW ENFORCEMENT LABOR SERVICES:							292.00	
<b>LITTLE FALLS MACHINE INC.</b>								
170	LITTLE FALLS MACHINE INC.	376588	PLOW BOLT/NUT	141101	04/16/2026	156.50	156.50	
Total LITTLE FALLS MACHINE INC.:							156.50	
<b>LMC - INSURANCE TRUST</b>								
420	LMC - INSURANCE TRUST	2026	PROPERTY INS 04/07/26 - 04/07/27	141071	04/02/2026	83,652.00	83,652.00	
Total LMC - INSURANCE TRUST:							83,652.00	
<b>MARCO TECHNOLOGIES LLC</b>								
2720	MARCO TECHNOLOGIES LLC	578417313	PD COPIER LEASE - 03/17/26 - 04/17/2	141072	04/02/2026	152.58	152.58	
2720	MARCO TECHNOLOGIES LLC	578792442	CH COPIER LEASE 03/22/26 - 04/22/26	141102	04/16/2026	288.36	288.36	
Total MARCO TECHNOLOGIES LLC:							440.94	
<b>MENARDS- BAXTER</b>								
173	MENARDS- BAXTER	66836	PW POTHOLE PATCH	141073	04/02/2026	915.69	915.69	
173	MENARDS- BAXTER	67761	PD - SCREW/WASHER	141073	04/02/2026	19.86	19.86	
173	MENARDS- BAXTER	67546	CH WASTBASKETS/SOFT SOAP	141103	04/16/2026	31.14	31.14	
173	MENARDS- BAXTER	68283	CH AIR FILTERS & FELT PADS	141103	04/16/2026	60.39	60.39	
173	MENARDS- BAXTER	68323	SEWER - SPRING WATER	141103	04/16/2026	17.95	17.95	
Total MENARDS- BAXTER:							1,045.03	
<b>MID AMERICA METER INC</b>								
2168	MID AMERICA METER INC	267156	SEWER METER MAINTENANCE & SUP	141104	04/16/2026	699.00	699.00	
Total MID AMERICA METER INC:							699.00	
<b>Momentum Truck Group</b>								
25	Momentum Truck Group	R500009637:0	PW SERVICE 2020 FTL	141105	04/16/2026	439.60	439.60	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total Momentum Truck Group:							439.60	
<b>MPCA - FISCAL SERVICES</b>								
43	MPCA - FISCAL SERVICES	EXAM FEE	SEWER - CLASS C EXAM FEE N.CARL	141074	04/02/2026	55.00	55.00	
43	MPCA - FISCAL SERVICES	SEMINAR RE	SEWER - SEMINAR REGISTRATION N.	141075	04/02/2026	585.00	585.00	
Total MPCA - FISCAL SERVICES:							640.00	
<b>NAPA OF CROSSLAKE</b>								
2295	NAPA OF CROSSLAKE	209176	2022 FORD EXPLORER LICENSE PLAT	141076	04/02/2026	13.98	13.98	
Total NAPA OF CROSSLAKE:							13.98	
<b>Old Dominion Brush Company</b>								
1906	Old Dominion Brush Company	9897456	POLY WAFER CONV 32"X10"	141106	04/16/2026	1,942.97	1,942.97	
Total Old Dominion Brush Company:							1,942.97	
<b>ON SYSTEMS INC</b>								
2224	ON SYSTEMS INC	12736	IT SERVICES APRIL 2026	141107	04/16/2026	3,806.06	3,806.06	
Total ON SYSTEMS INC:							3,806.06	
<b>PELICAN SQUARE INC</b>								
113	PELICAN SQUARE INC	1011858	PW FUEL	141108	04/16/2026	45.15	45.15	
Total PELICAN SQUARE INC:							45.15	
<b>PEQUOT LAKES SANITATION</b>								
121	PEQUOT LAKES SANITATION	CH APRIL 202	PW GARBAGE SERVICE APRIL 2026	141109	04/16/2026	144.43	144.43	
121	PEQUOT LAKES SANITATION	PD APRIL 202	PD GARBAGE APRIL 2026	141109	04/16/2026	25.10	25.10	
Total PEQUOT LAKES SANITATION:							169.53	
<b>PLACID LAKE ADVISORS</b>								
1766	PLACID LAKE ADVISORS	MARCH 2026	PLANNING & ZONING SERVICES - MA	141077	04/02/2026	8,250.00	8,250.00	
Total PLACID LAKE ADVISORS:							8,250.00	
<b>QUADIENT FINANCE USA, INC.</b>								
2911	QUADIENT FINANCE USA, INC.	MARCH 2026	POSTAGE REFILL - MARCH2026	141110	04/16/2026	300.00	300.00	
Total QUADIENT FINANCE USA, INC.:							300.00	
<b>QUADIENT LEASING USA, INC.</b>								
3045	QUADIENT LEASING USA, INC.	Q2299712	POSTAGE MACHINE LEASE 5/3/26 - 8/	141111	04/16/2026	134.22	134.22	
Total QUADIENT LEASING USA, INC.:							134.22	
<b>RITWAY BUSINESS FORMS</b>								
2886	RITWAY BUSINESS FORMS	26-85047	1099 FORMS LAND EASEMENT ACQUI	141078	04/02/2026	222.52	222.52	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total RITEWAY BUSINESS FORMS:							222.52	
<b>SADUSKY RENOVATIONS</b>								
239	SADUSKY RENOVATIONS	MARCH 2026	BUILDING INSPECTIONS SERVICES -	141079	04/02/2026	7,225.18	7,225.18	
Total SADUSKY RENOVATIONS:							7,225.18	
<b>TDS TELECOM</b>								
155	TDS TELECOM	APRIL 2026	INTERNET SERVICE	141112	04/16/2026	149.00	149.00	
Total TDS TELECOM:							149.00	
<b>THE OFFICE SHOP</b>								
175	THE OFFICE SHOP	1163893-0	PD PAPER & PENS	141113	04/16/2026	133.02	133.02	
175	THE OFFICE SHOP	1163893-1	PD INK CRTDG	141113	04/16/2026	70.29	70.29	
Total THE OFFICE SHOP:							203.31	
<b>THURLOW HARDWARE &amp; RENTAL</b>								
84	THURLOW HARDWARE & RENT	B260321	SEWER FLOW METERS	141114	04/16/2026	24.47	24.47	
Total THURLOW HARDWARE & RENTAL:							24.47	
<b>TOWMASTER</b>								
1486	TOWMASTER	1012859	PW CHAIN RIGHT/LEFT	141115	04/16/2026	700.00	700.00	
Total TOWMASTER:							700.00	
<b>TransUnion Risk &amp; Alternative Data Sol</b>								
44	TransUnion Risk & Alternative Dat	850665-20260	PD TRANSUNION MARCH 2026	141116	04/16/2026	100.00	100.00	
Total TransUnion Risk & Alternative Data Sol:							100.00	
<b>VERIZON WIRELESS</b>								
1274	VERIZON WIRELESS	6138173194	SEWER CELL PHONES 03/11/26 - 04/1	141080	04/02/2026	200.96	200.96	
Total VERIZON WIRELESS:							200.96	
<b>VESTIS</b>								
2987	VESTIS	2530518756	CH RUGS - APRIL2026	141081	04/02/2026	148.26	148.26	
2987	VESTIS	2530518758	PD MATS - APRIL 2026	141081	04/02/2026	113.73	113.73	
Total VESTIS:							261.99	
<b>VICTORY AUTOMOTIVE SERVICE LLC</b>								
3377	VICTORY AUTOMOTIVE SERVIC	1405062	PD 2023 RAM OIL CHANGE	141082	04/02/2026	112.57	112.57	
3377	VICTORY AUTOMOTIVE SERVIC	1405124	PD 2024 FORD EXPLORER OIL CHAN	141117	04/16/2026	468.80	468.80	
Total VICTORY AUTOMOTIVE SERVICE LLC:							581.37	
<b>WELLS FARGO</b>								
38	WELLS FARGO	496313	PD DOCUMENT REQUEST 26000098	141083	04/02/2026	48.80	48.80	

Vendor No.	Vendor Name	Invoice Number	Description	Check Number	Check Issue Date	Invoice Amount	Amount Paid	Void/ Manual
Total WELLS FARGO:							48.80	
<b>WEX Bank</b>								
1193	WEX Bank	MARCH 2026	FULE REBATE - MARCH 2026	4107	04/03/2026	2,337.13	2,337.13	M
Total WEX Bank:							2,337.13	
<b>WIDSETH SMITH NOLTING &amp; ASSOC</b>								
1632	WIDSETH SMITH NOLTING & AS	244091	2026 STREETS IMPROVEMENTS FEA	141118	04/16/2026	23,973.75	23,973.75	
1632	WIDSETH SMITH NOLTING & AS	244092	BP SEWER METERING IMPROVEMEN	141118	04/16/2026	4,330.00	4,330.00	
Total WIDSETH SMITH NOLTING & ASSOC:							28,303.75	
<b>XCEL ENERGY</b>								
105	XCEL ENERGY	971662957	PW NATURAL GAS 03/03/26 - 04/01/26	141119	04/16/2026	808.51	808.51	
105	XCEL ENERGY	971688425	PD NATURAL GAS SERVICE 03/03/26 -	141119	04/16/2026	396.81	396.81	
Total XCEL ENERGY:							1,205.32	
Grand Totals:							192,846.55	



# CITY COUNCIL MEETING

## AGENDA ITEM

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Section 5, Item C.

<b>Prepared By:</b> <i>Brian Sandell, Chief of Police</i>	<b>Meeting Date:</b> <i>April 30, 2026</i>	<b>Item Name:</b> <b><i>Donations for Night to Unite</i></b>
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### **BACKGROUND/DISCUSSION**

The police department seeks donations of food and beverage for Night to Unite. These donations come from local businesses. This year's event will be on August 4, 2026.

### **COUNCIL ACTION REQUESTED**

Authorize staff to seek donations of food and beverage for this year's event.

**RESOLUTION 19-2026**

**CITY OF BREEZY POINT MINNESOTA**

**RESOLUTION AUTHORIZING THE OPENING OF A NEW CHECKING ACCOUNT AND TRANSFER OF FUNDS**

**WHEREAS**, the City of Breezy Point maintains banking relationships necessary for the proper handling of municipal funds; and

**WHEREAS**, it is in the best interest of the City to establish a new checking account with Pine River State Bank for the purpose of receiving electronic donations for parks and recreation amenities; and,

**WHEREAS**, Pine River State Bank requires a minimum opening deposit of \$500.00; and,

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

1. The City of Breezy Point hereby authorizes the opening of a new checking account with Pine River State Bank.
2. The Finance Director is authorized and directed to transfer a sum of \$500.00 from the general fund to fund the minimum required balance
3. The Finance Director is authorized to take all actions necessary to implement this resolution, including executing any required banking documents.

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 30<sup>th</sup> day of April, 2026.

Todd A. Roggenkamp \_\_\_

Rebecca Ball \_\_\_

Steve Jensen \_\_\_

Brad Scott \_\_\_

Michael Moroni \_\_\_

Attest:

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

\_\_\_\_\_  
Deb Runksmeier, City Clerk

**CITY OF BREEZY POINT**

**RESOLUTION 20-26**

**LOCAL ROAD IMPROVEMENT PROGRAM GRANT AGREEMENT**

**GRANT TERMS AND CONDITIONS**

**PROJECT SAP 018-594-002**

**WHEREAS**, the City of Breezy Point has applied to the Commissioner of Transportation for a grant from the Local Road Improvement Fund; and,

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this project is available; and,

**WHEREAS**, the amount of the grant has been determined to be \$1,500,000 by reason of the lowest responsible bid; and,

**NOW THEREFORE**, be it resolved that City of Breezy Point does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52, and will pay any additional amount by which the cost exceeds the estimate, and will return to the Local Road Improvement Fund any amount appropriated for the project but not required. The proper county officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 30<sup>th</sup> day of April, 2026

Todd A. Roggenkamp \_\_\_

Rebecca Ball \_\_\_

Steve Jensen \_\_\_

Brad Scott \_\_\_

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

Attest:

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

\_\_\_\_\_  
Deb Runksmeier, Clerk

**CITY OF BREEZY POINT**

**RESOLUTION 21-2026**

**LOCAL ROAD IMPROVEMENT PROGRAM (LRIP) FUNDING  
BUSCHMANN ROAD RECONSTRUCTION – PROJECT SAP 018-594-002**

**WHEREAS**, the City of Breezy Point (City) has applied for and received state funding through the LRIP to be put towards the overall construction costs for the Buschmann Road reconstruction project, and;

**WHEREAS**, the amount of the state grant has been approved for up to \$1,500,000, and;

**WHEREAS**, Crow Wing County (County) must administer the funds and act as the project sponsor on behalf of the City, and

**WHEREAS**, the City shall be responsible for delivering design, permitting, right-of-way, contract award, entering into a grant agreement with the state, material testing and construction observation following all state aid requirements, and;

**WHEREAS**, the City understands that only state aid eligible participating items are eligible for reimbursement from the LRIP grant, and;

**WHEREAS**, the City will provide documentation to the County when requesting reimbursement from the LRIP account showing amounts paid to the contractor, broken down between participating and non-participating costs, and;

**WHEREAS**, through a separate City-County agreement dated November 3, 2025, the County has requested that improvements to County State Aid Highway (CSAH) 11 be incorporated into the Buschmann reconstruction project.

**NOW, THEREFORE, BE IT RESOLVED**, that the City hereby agrees to allow the County to accept the LRIP funding, and further agrees to be responsible for all costs related to the project above and beyond the amount of the state funding. The only costs attributable to the County will be those identified in the November 3, 2025 agreement related to CSAH 11.

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 30<sup>th</sup> day of April, 2026

Todd A. Roggenkamp \_\_\_

Rebecca Ball \_\_\_

Steve Jensen \_\_\_\_

Brad Scott \_\_\_\_

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

Attest:

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

\_\_\_\_\_  
Deb Runksmeier, Clerk

**CITY OF BREEZY POINT**

**RESOLUTION 22-2026**

**RESOLUTION RESTRICTING PARKING ALONG BOTH SIDES OF BUSCHMANN ROAD FROM COUNTY ROAD 11 TO NELSON ROAD, WHERE DESIGNATED PARKING IS NOT PROVIDED**

**WHEREAS**, Buschmann Road is proposed to be improved between Nelson Road and County Road 11; and,

**WHEREAS**, Buschmann Road is utilizing State Aid funding; and,

**WHEREAS**, State Aids funds will be used to rehabilitate said roadway; and,

**WHEREAS**, portions of Buschmann Rodd from County Road 11 to Nelson Road without designated parking areas are not wide enough to accommodate on-street parking on both sides of the roadway; and,

**WHEREAS**, MnDOT requires the restriction of parking on roads improved with State Aid funds.

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

- 1. Parking of motor vehicles shall be restricted along both sides of Buschmann Road.

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 30<sup>th</sup> day of April, 2026.

Todd A. Roggenkamp \_\_\_

Rebecca Ball \_\_\_

Steve Jensen \_\_\_

Brad Scott \_\_\_

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

Attest:

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

\_\_\_\_\_  
Deb Runksmeier, Clerk



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 5, Item H.

<b>Prepared By:</b> <i>Jerry Bohnsack, Planning and Zoning Administrator</i>	<b>Meeting Date:</b> <i>April 30, 2026</i>	<b>Item Name:</b> <b><i>Approve Final Plat for Re-Subdivision</i></b>
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**BACKGROUND**

At the Planning Commission Meeting on March 10, 2026, the Commission reviewed a subdivision application. At the City Council meeting on April 6, 2026, the City Council approved the preliminary plat for re-subdivision. At the Planning Commission Meeting on April 14, 2026 the Planning Commission reviewed and recommended approval the Final Plat.

Subdivision Application 2026-001

Application: 26-001  
Applicant: Whitebirch Inc.  
Property Address: NE Corner County Road 11 and Wildwood Court  
Parcel ID: 10070676, 10070677, 10070678, 10070679  
Legal Description: Lots 1, 2, 3, 4 Block 2 3RD Addition Wildwood Hills  
Zoned: Commercial (C)  
City Code: §153.040 -152

Applicant Request: Final Plat for Re-Subdivision of four existing Commercial zoned lots to create Common Interest Community Plat to provide for six storage units for rental or sale. §153.040 C-24.

Attachment A including the Final plat and exhibit provided by the applicant.

**OVERVIEW**

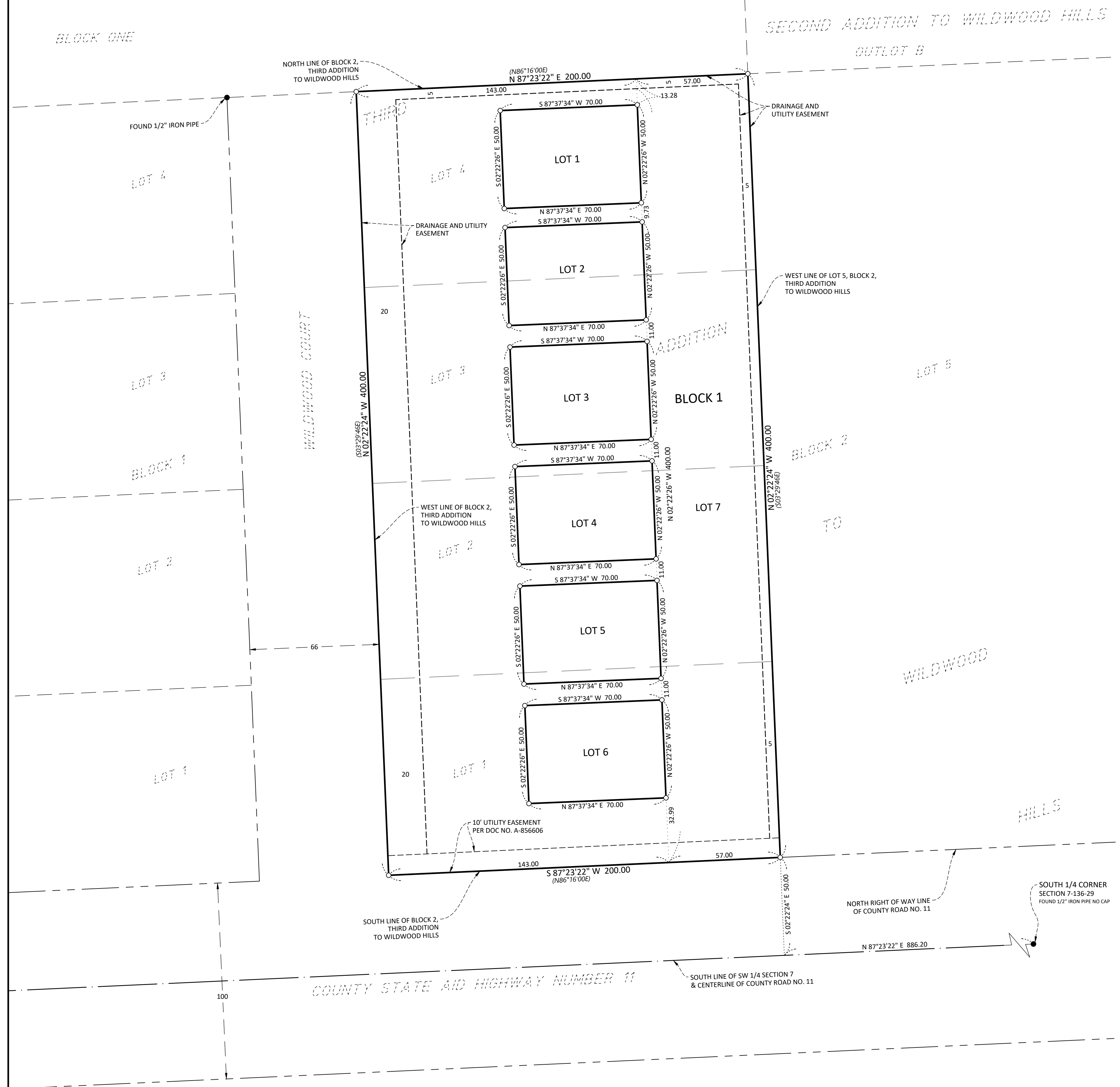
The Final Plat was approved by the Planning Commission On April 6, 2026. The next step in this process is for Council to consider approval of Final Plat.

**STAFF RECOMMENDATION**

Approve Final Plat for Re-Subdivision as presented.

# EAGLE VIEW STORAGE

COMMON INTEREST COMMUNITY NUMBER 1038  
A PLANNED COMMUNITY BREEZY POINT STORAGE PARK



KNOW ALL PERSONS BY THESE PRESENTS: That Whitebirch, Inc., a Minnesota Corporation, fee owners and proprietors, of the following described property situated in the County of Crow Wing, State of Minnesota, to-wit:

Lots 1, 2, 3, and 4, Block 2 THIRD ADDITION TO WILDWOOD HILLS, according to the plat thereof, Crow Wing County, Minnesota

Said parcel containing 1.836 acres, more or less, and is subject to easements, restrictions, and reservations of record.

Have caused the same to be surveyed and platted as EAGLE VIEW STORAGE and does hereby dedicate to the public for public use the drainage and utility easements as created by this plat.

In witness whereof said Whitebirch, Inc., a Minnesota Corporation, has caused these presents to be signed by its proper officer on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FEE OWNER:  
WHITEBIRCH, INC.

David Spizzo, President

State of Minnesota  
County of \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by David Spizzo, President of Whitebirch, Inc., a Minnesota Corporation, on behalf of the corporation.

\_\_\_\_\_  
(Notary Signature) Notary Public \_\_\_\_\_ COUNTY, STATE OF \_\_\_\_\_

\_\_\_\_\_  
(Notary Printed Name) My Commission Expires \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**

I, Matthew M. Bomstad hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3 as of the date of this certificate are shown and labeled on this plat; and that all public ways are shown and labeled on this plat.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Matthew M. Bomstad, Licensed Land Surveyor  
Minnesota License Number 57991

State of Minnesota, County of \_\_\_\_\_

This foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Matthew M. Bomstad, Licensed Land Surveyor, Minnesota License No. 57991.

\_\_\_\_\_  
(Notary Signature) Notary Public \_\_\_\_\_ County, STATE OF MINNESOTA

\_\_\_\_\_  
(Notary Printed Name) My Commission Expires \_\_\_\_\_

**DEPARTMENT OF AUDITOR-TREASURER**

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable for the year 20\_\_\_\_ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

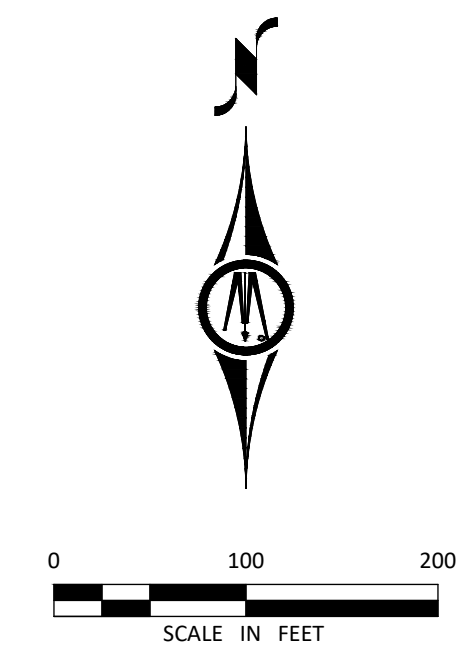
Gary Griffin, Land Services Director for Crow Wing County, Minnesota

**CITY COUNCIL, CITY OF BREEZY POINT, MINNESOTA**

This plat of EAGLE VIEW STORAGE was approved and accepted by the City Council of the City of Breezy Point, Minnesota, at a regular meeting held this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

Todd Roggenkamp, Mayor

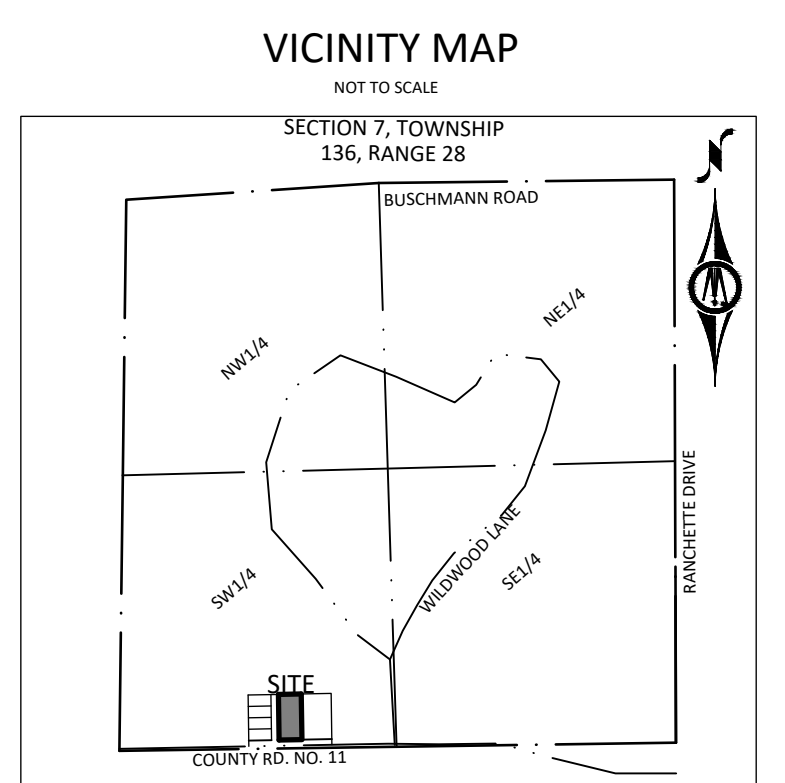
Allie Polsfuss, City Administrator



**LEGEND**

- DENOTES 1/2 INCH X 18 INCH IRON PIPE SET AND MARKED NO. 57991
- DENOTES MONUMENT FOUND
- (xxx) UNDERLYING PLAT MEASUREMENTS

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE WEST LINE OF BLOCK 2, THIRD ADDITION TO WILDWOOD HILLS, TO HAVE AN ASSUMED BEARING OF N 02°22'24" W.





# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item A.

<b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i>	<b>Meeting Date:</b> <i>April 30, 2026</i>	<b>Item Name:</b> <b>Public Hearing- 2025 Edgewater Circle Reassessment</b>
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**BACKGROUND**

Below is a timeline of the Edgewater Circle Project:

- On December 1, 2025, the City Council adopted the assessment roll for the full-depth reconstruction associated with the 2025 Edgewater Circle Improvement Project.
- At the January 5, 2026, City Council meeting, the Council directed staff to initiate a reassessment process pursuant to Minnesota Statutes § 429.071, subdivision 2.
- Approve Resolution and Call for Assessment Hearing for April 30, 2026

**OVERVIEW**

As a part of the reassessment process, notices were sent out to the 26 parcel owners who benefitted from the street improvement project and published in the paper per state statute. The proposed assessments are as follows:

Project Area	Special Assessment
Edgewater Circle	\$384.62

The final assessment roll is attached and includes a list of the properties to be assessed and the proposed assessment amounts.

**FISCAL IMPACT**

Below displays the funding summary for this project:

FUNDING SUMMARY			
2025 Edgewater Circle Reconstruction Project			
Proposed Improvement	City Responsibility	Specially Assessed	Total Funding
Edgewater Circle	\$11,630.45	\$10,000	\$21,630.45
<b>Total</b>	<b>\$11,630.45</b>	<b>\$10,000</b>	<b>\$21,630.45</b>

**STAFF RECOMMENDATION**

Approve Resolution Approving Final Assessment Roll.



# CITY COUNCIL MEETING

## AGENDA ITEM

<p><b>Prepared By:</b>  <i>Allie Polsfuss, City Administrator, Joe Zierden          Public Works Supervisor, Nick Peterson          Engineer</i></p>	<p><b>Meeting Date:</b>  <i>April 30, 2026</i></p>	<p><b>Item Name:</b>  <i>Hold Public Hearings,          Approve Resolutions Adopting          Assessment Rolls for 2026 Street          Improvement Project</i></p>
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**BACKGROUND**

Below is the 2026 Project timeline to date:

- September 18, 2025- Streets Committee provided recommendation to Council to include Piney Way, Blue Bird Lane, and Wren Drive in the 2026 Street Improvement Project
- October 6, 2025- City Council ordered the preparation of a feasibility report
- December 1, 2025- City Council received feasibility report and called for an assessment hearing
- December 15, 2025- Staff held informational session
- January 5, 2026- City Council held public hearings for all streets, ordered improvements, and authorized preparation of plans and specifications
- February 16, 2026- Streets Committee provided feedback on project plans
- March 2, 2026- City Council Approved Plans and Specifications and Authorized Ad For Bid
- April 2, 2026- Bid opening
- April 6, 2026- Call for a Public Hearing

**OVERVIEW**

The 2026 Street Improvement Project which includes a Full Depth Reclamation of Bluebird Lane, Piney Way, and a Mill and Overlay of Wren Drive, is proposed to be funded in part by special assessments to benefitting properties. To levy assessments, the City must hold a public hearing on the assessments to the benefitting property owners.

On April 6, 2026, the City Council ordered the preparation of the proposed assessments and called for the hearing on assessments. The amount to be assessed was declared to be \$469,182.52 Proposed special assessments are based on the city’s special assessment policy and are as follows:

Project Area	Special Assessment
Bluebird Lane	\$5,286.78
Piney Way	\$3,950.20
Wren Drive	\$635.14

The final assessment roll is attached and includes a list of the properties to be assessed and the proposed assessment amounts.

**FISCAL IMPACT**

The improvements are proposed to be funded through a combination of City Funds and special assessments to benefitting property’s. The assessment is proposed to be levied for a 10 year period at an interest rate of 8% per annum.



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 6, Item B.

2026 Street Improvement Project			
Proposed Improvement	City Responsibility	Specially Assessed	Total Funding
Blue Bird Lane	\$137,456.27	\$95,162.03	\$232,618.30
Piney Way	\$98,755.10	\$98,755.10	\$197,510.20
Wren Drive	\$49,540.51	\$16,513.51	\$66,054.02
<b>Total</b>	<b>\$285,751.88</b>	<b>\$210,430.64</b>	<b>\$496,182.52</b>

### STAFF RECOMMENDATION

1. Approve Resolution to Adopt the Final Assessment Rolls the 2026 Street Improvement Project



# CITY COUNCIL MEETING

## AGENDA ITEM

<p><b>Prepared By:</b>  <i>Allie Polsfuss, City Administrator</i>  <i>Brian Sandell, Police Chief</i></p>	<p><b>Meeting Date:</b>  <i>April 30, 2026</i></p>	<p><b>Item Name:</b>  <b>Ord. 02-2026 Amend Fee Schedule</b></p> <ul style="list-style-type: none"> <li>• <b>Administrative Fine</b></li> <li>• <b>Cannabis Registration</b></li> </ul>
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**BACKGROUND**

**Administrative Fine**

The City of Breezy Point adopted Ordinance 08-02-09, adding Chapter 11 to the City Code to establish an administrative enforcement process for certain code violations. The intent of this ordinance is to provide an efficient alternative to criminal prosecution or civil litigation for minor violations of City Code. Administrative citations are commonly issued for matters such as zoning violations, noise complaints, and animal-related issues.

At the time of adoption, an administrative citation fee was reviewed and approved via resolution by City Council (see attached resolution). However, this fee was never formally incorporated into the City’s adopted Fee Schedule.

**Cannabis Registration**

The City of Breezy Point adopted Ordinance 24-03 Regulating Cannabis Businesses. The ordinance limits the registration fee to not exceed \$500.00.

**OVERVIEW**

**Administrative Fine**

At its February 2, 2026 meeting, the City Council adopted Ordinance 01-2026, establishing Parks and Recreation rules and regulations. As enforcement of this ordinance and other applicable sections of City Code may involve the use of administrative citations, it is important to ensure that the associated citation fee is properly authorized and enforceable.

Based on guidance from legal counsel, administrative citation fees should be formally adopted within the City’s Fee Schedule to ensure enforceability, particularly in the event of an appeal. Right now, because the fee is not included in the adopted Fee Schedule, the City’s ability to enforce administrative citations may be subject to challenges.

**Cannabis Registration**

The City has received a serious inquiry for a cannabis retail business, and it’s important the registration fee is in our schedule in case there is an application received. Staff proposes this fee be set at \$500.00 per our ordinance.

Amendments to the Fee Schedule require a public hearing and publication following adoption by the City Council.

**STAFF RECOMMENDATION**

Approve Ord. 02-2026 Amending 2026 Fee Schedule.

CITY OF BREEZY POINT  
ORDINANCE 01-2026

AN ORDINANCE AMENDING FEES AND CHARGES FOR 2026  
FOR THE CITY OF BREEZY POINT

The City Council of Breezy Point ordains that the 2026 Fee Schedule is amended by adding the underlined language as follows:

<b>Type of Fee</b>	<b>LICENSING RELATED Fee</b>	<b>Proposed</b>	<b>Authority</b>
3.2 Percent Malt Liquor On-sale	\$100.00		§110.033 (A)
3.2 Percent Malt Liquor Off-sale	\$50.00		§110.033 (A)
3.2 Percent Malt Liquor			
Combination On & Off-sale	\$135.00		§110.033 (A)
3.2 Malt Liquor License, Temporary	\$25.00		§110.033 (A)
Background Check Fee	\$500.00		§110.002 (C)(1)
Background Check Fee, Renewal	\$100.00		§110.002 (C)(1)
Brew Pub On-Sale	\$250.00		§110.033 (A)
<u>Cannabis Retail Registration</u>	<u>\$500.00</u>		<u>§116.02 (C)</u>
Chicken Permit - Initial	\$35.00		§90.43
Chicken Permit - Renewal	\$15.00		§90.43
Club Licenses: Under 200 members:	\$100.00		§110.033 (A)
201-500 members:	\$150.00		§110.033 (A)
501-1000 members:	\$250.00		§110.033 (A)
Consumption and Display	\$100.00		§110.033 (A)
Consumption and Display – 1 day	\$25.00		§110.091 (D)
Dog License	\$20.00/life dog		§90.06 (B)
Replacement License Fee	\$10.00		§110.002
Golf Cart Fee	\$20.00		§70.043 (F)
Replacement License Fee	\$10.00		
Growler Off-Sale	\$25.00		§110.033 (A)
Kennel Permit	\$35.00		§90.12
Liquor License On-Sale	\$2,000.00		§110.033 (A)
Liquor License Off-Sale	\$240.00		§110.033 (A)
Liquor Sunday On-Sale	\$200.00		§110.033 (A)
Liquor, Temporary	\$25.00		§110.033 (A)
Pawn Broker Fee	\$1,000.00		§113.15 (A)
Pawn Broker Transaction Fee	\$2.00/transaction		§113.15 (B)
Sexually Oriented Business (SOB)	\$3,000.00		§114.
SOB Background investigation Fee	\$500.00		§114.22 (C)
Stable Permit	\$100.00		§90.33
Transient Merchant Permit	\$25.00/2 day		§111.02
Transient Merchant Park Permit	\$250.00		§111.02
Wine On-sale	\$250.00		§110.033 (A)
Wine Off-Sale, Temporary	\$100.00		§110.033 (A)
Shipping, Handling & Postage	\$5.00		

**MISCELLANEOUS FEES**

<b>Type of Fee</b>	<b>Fee</b>	
Filing Fee - Affidavit of Candidacy	\$10.00	§31.06
Abatement Application	\$1,000.00 & \$5,000.00 deposit*	
After the fact permit/application	Double the fee & expenses	
Certifying to taxes	\$50.00 per occurrence	
NSF Check fee	\$30.00	
TIF Application Fee	\$1,000.00 & \$5,000.00 deposit*	
Transaction Fee	3.50%	
Mileage Rate	Current IRS Rate	
<u>City Code Administrative Citation</u>	<u>\$50.00</u>	
<u>Zoning &amp; Building Code Administrative Citation</u>	<u>\$100.00</u>	

\*All out of pocket expenses of the city shall be paid by applicant. An escrow deposit for expenses may be required.

**PROPERTY RELATED FEES**

Type of Fee	Fee	Authority
After the Fact Zoning Permits	\$100.00	§153.122
Amendment, Ordinance	\$250.00	§153.122
Amendment, Zoning Map	\$250.00*	§153.122
Appeal, Planning Commission	\$100.00*	§153.122
Appeal of PC, City Council	\$100.00*	§153.118
Comprehensive Plan Amendment	\$350.00*	§153.122
Conditional Use, Residential (Including PUD)	\$250.00*	§153.122
Conditional Use, Commercial (Including PUD)	\$350.00*	§153.122
Culvert (delivered/12" diameter/25 ft. black hdpe)	\$225.00	
E911 Address Request	\$90.00	
E911 Replacement Sign	\$50.00	
E911 Replacement Post	\$15.00	
E911 Replacement Post Install	\$20.00	
Fill/Excavation (Ordinance Required)	\$50.00	§153.122
Interim Use, Commercial	\$350.00*	§153.122
Interim Use, Residential	\$250.00*	§153.122
Mailbox Support	\$95.00 + sales tax	
Mailbox Support and Install	\$125.00 + sales tax	
Short Term Rental License	\$300.00	§115.003
Sign Impoundment Release	\$50.00	§153.061
Sign Impoundment Release subsequent	\$100.00	§153.061
Special Meeting Fee	\$250.00	§153.122
Street Renaming Petition	\$100.00 + Sign cost	§70.023
Street Vacation	\$250.00	§70.024 (F)(2)
Subdivision, Platting Application	\$400.00* + \$10/lot	§152.94
Subdivision, Administrative	\$50.00	§152.94
Subdivision, Metes and Bounds	\$150.00	§152.94
Variance, Commercial	\$350.00	§153.122
Variance, Residential	\$250.00	§153.122
Zoning Permits (includes signs)	\$50.00	§153.122

\*All out of pocket expenses of the city shall be paid by applicant.  
An excrow deposit for expenses may be required.

**Building Permit Fees**

**1994 Fee Schedule**

**MS §326B.121**

Plan review 65% of Bldg. Permit Fee  
 Plan review of similar plans meeting 1300.0160 subd.  
 6 25% of Bldg. permit Fee  
 State Surcharge amount is equivalent to one half mil (.0005) of the fee or \$1.00  
 for all fixed fee permits.  
 State surcharge fees shall be in accordance with MN Statutes, Chapter 326B.

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$21.00
\$501.00 to 2,000.00	\$21.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$25,000.00	\$62.25 for the first \$2,000.00 plus \$12.50 for each additional 1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$349.75 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$574.75 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$887.25 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
<b>Building Permit Fees cont.</b> \$500,001.00 to \$1,000,000.00	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$5,012.25 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.
Demolition /Moving Building	\$50.00 & \$1.00 surcharge
Fence (over 6' in height)	\$40.00 & \$1.00 surcharge
Fireplace	\$50.00 & \$1.00 surcharge
After the fact building permit fee penalty	Shall be equal to building permit Fee
Mechanical (New Residential)	\$100.00/unit & \$1.00 surcharge
Mechanical (Replace Existing Residential)	\$35.00/unit & \$1.00 surcharge
<b>Building Permit Fees Cont.</b> Plumbing Fee (Residential)	\$7.00/opening & \$1.00 surcharge
Re-Inspection Fee	\$40 per inspection
Re-Roof (Residential)	\$35.00 & \$1.00 surcharge
Re-Side (Residential)	\$35.00 & \$1.00 surcharge
Retaining Wall (Over 4ft)	\$40.00 & \$1.00 surcharge
Water Heater - Gas	\$35.00 & \$1.00 surcharge
Other Maintenance Work as determined by the Building Official	\$40.00 & \$1.00 surcharge
Refund Policy	Requests must be made in writing by permit applicant before any work has started. The applicant shall be responsible for 100% of plan review fee. All other fees shall be

refunded.

Permit Expiration

Each permit issued shall expire if the work authorized by the permit is not commenced within 180 days from the date issued, or if a new inspection has not been scheduled or conducted for a period of 180 days after the last inspection.

Reissuance of Expired Permit

50% of building permit fee (plus plan review fee, if changes have been made to original plans)

Commercial Mechanical and Plumbing fees are based on valuation.  
 Manufactured home install fees shall be based on the valuation of on-site work only.

**UTILITY RELATED FEES**

Type of Fee	Fee	Authority
Sewer Availability Charge	\$3,250.00	§53.08 (C)(5)
Sewer main Charge – Prior 2011 projects	\$4,288.20	§53.08 (C)(2&3)
Sewer Connection Permit	\$75.00	§50.02
Sewer Disconnection Fee	\$75.00	§50.02
Sewer Re-connection Fee	\$75.00	§52.04 (B)
Sewer Service per ERU	\$85.00/quarter	§50.02
Quarterly Sewer Charge per ERU	\$75.00	§50.02
Sewer Administrative Fee, Delinquent	\$25.00	§50.04 (A)
Sewer Late Fee	10% of unpaid balance	§50.04
Minimum Charge Metered Sewer Fee/Quarter <small>(Includes first 12,000 gal)</small>		§53.11
5/8 inch	\$57.64	
¾ inch	\$62.70	
1 inch	\$64.79	
1 ½ inch	\$66.85	
Larger or special meters	to be determined at time of installation	
Additional Flow above 12,000 gallons	\$8.82/1000	

**UTILITY RELATED FEES CONT.**

Water Meter Charges		
	5/8 inch with remote read	\$110.25
	¾ inch with remote read	\$149.10
	1 inch with remote read	\$178.50
	Larger or special meters	Cost plus handling

**CHARGES FOR SERVICES**

Type of Fee	Fee	
Assessment Searches	\$15.00	\$30.00
Ball Field Reservation	\$10.00	
Community Room Rental -		
	RESIDENT	\$50.00/hour
		Kitchen +\$25/hour
	NON RESIDENT	\$75.00/hour
		Kitchen +\$25/hour
	NON PROFIT	1/2 Day \$50.00
		Full Day \$100.00
	DEPOSIT (refundable)	\$200.00
Meeting Room	RESIDENT	\$20.00/ hour
	NON RESIDENT	\$30.00/hour
	Non Profit	\$10.00/hour
Disc Golf Tournament Permit	\$150.00	
Special event Permit	\$50.00	
Copy of meeting Audio	\$5.00	
Copies:	\$ .25/copy	
	2-sided	\$ .50/copy
	Color	\$1.00
Documentation Search	Loaded labor rate, first 30 minutes-no charge	
Police Services	\$125/hour plus mileage	
Park Pavilion Reservation, Large	1/2 day = \$30.00	
	Full Day= \$60.00	
	\$50 Deposit	
Police CD/DVD	\$5+Sales Tax	
Key Replacement	\$10.00	
Community Garden Plot	Resident	\$40.00
	Non Resident	\$50.00

**Equipment Rental Rates  
Rates include operator**

Type of Fee	Fee
Mobilization Fee (all rentals)	\$245.00
1 Ton Dump Truck	\$95.00
1 Ton Utility Box & Crane	\$95.00
Dump/Gravel Truck	\$165.00
D-5 Cat Dozer w/Trailer	\$185.00
310 5C Ext-Hoe Backhoe/Loader	\$135.00
New Holland 90HP Tractor	\$95.00
930G CAT Wheel Loader (3 yd bucket)	\$160.00
Skid Steer 247 CAT	\$160.00
Motor Grader 135UF	\$185.00
Trailer Mount Sewer Jetter	\$185.00
1800 Water Tanker	\$105.00
Bobcat 5600 Toolcat	\$120.00
JD 27 mini-excavator	\$125.00
Misc w/trucks – sanders, plows	No charge, salt/sand at cost

**Equipment Rental Rates  
Without Operator**

Type of Fee	Fee
50 KW Portable Generator	\$95.00
5 KW Portable Generator	25
Trash Pump 300GPM	25
Delivery Charge	\$125.00.00 plus mileage over 50 miles

<b>COLUMBARIA:</b>	Price	Property Owner 20% Discount	Total
Upper Tier Niche	\$1,475.00	295.00	\$1,180.00
Middle Tier Niche	\$1,375.00	275.00	\$1,100.00
Lower Tier Niche	\$1,275.00	255.00	\$1,020.00
Shallow Niche – Ends (Discount of \$100 from above tier pricing)			
Columbarium Opening/Closing: Overtime charge * \$150.00 (over 2 hours additional \$100.00/hour)			

**Pelican Woods Cemetery cont.**

Type of Fee	Price	Property Owner 20% Discount	Total
<b>DEEDED BURIAL RIGHTS:</b>			
Category 1 (one lot – one burial right)	\$600.00	120.00	\$480.00
Category 2 (one lot – two burial rights)	\$840.00	168.00	\$672.00
Category 3 (one lot – three burial rights)	\$1,080.00	216.00	\$864.00
Category 4 (one lot – four burial rights)	\$1,320.00	264.00	\$1,056.00
Category 5 (one lot – five burial rights)	\$1,560.00	312.00	\$1,248.00
Category 6 (one lot – six burial rights)	\$1,800.00	360.00	\$1,440.00
Phase I, Block 18 (individual cremain sites)	\$350.00	70.00	\$280.00
Select Lots: one cremain site	\$450.00	90.00	\$360.00
Select Lots: two cremain sites	\$550.00	110.00	\$440.00
(Additional burial rights on the same lot, purchased after the original purchase - \$300.00)			

Discounts available to property owners in Breezy Point.

**INTERMENT / Traditional Burial**

Full Opening (summer/winter)	\$400.00/\$500.00	\$400.00/\$600.00
Overtime charge * - \$300.00 (over 2 hours additional \$100.00/hour)		

**INURNMENT / Cremation**

Cremains (summer/winter)	\$200.00/\$300.00	\$200.00/\$350.00
Overtime charge * - \$150.00 (over 2 hours additional \$100.00/hour)		

\* Overtime charged for all burials outside business hours (8:30 a.m. - 3:00 p.m., Monday - Friday).

**MARKER INSTALLATION:**

Family Marker	\$100.00
Individual Marker	\$50.00

Adopted by the City Council this 30th day of April, 2026. This ordinance shall take effect on the day following its publication in the official newspaper

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

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

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

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

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

Attest:

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

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

**EXTRACT OF MINUTES OF MEETING OF THE  
CITY COUNCIL OF THE CITY OF BREEZY POINT**

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Breezy Point, County of Crow Wing, Minnesota, was held on the 3<sup>rd</sup> day of August , 2009, at 7:00 p.m.

Council Member Lee introduced the following resolution and moved its adoption:

**Resolution #09-25**

**RESOLUTION ADOPTING PENALTY SCHEDULE FOR  
ADMINISTRATIVE ENFORCEMENT**

WHEREAS, the Breezy Point City Council adopted the addition of Chapter 11, Administrative Enforcement of Code Regulations at its August 3, 2009 Regular Meeting, and

WHEREAS, the City Council finds Administrative Enforcement to be a more cost effective and efficient alternative to criminal prosecution or civil litigation for City Code violations, and

WHEREAS, Chapter 11, Subd. 3 (B) of City Code states that the City Council shall, by resolution, adopt a schedule of civil penalties, and

THEREFORE BE IT RESOLVED that the City Council of the City of Breezy Point adopts the below Civil Penalty Schedule for the failure to mitigate City Code violations as outlined in Chapter 11 of City Code.

Violations of Animal Regulations.....\$50  
Other City Code Violations ..... \$50

Violations of Zoning/Building Regulations.....\$100  
All Nuisance Violations.....\$100

**\*SUBSEQUENT VIOLATIONS WITHIN 24 MONTHS:**

If a second citation for a Code Offense is issued by the City to the alleged violator and/or owner of the property upon which the violation has occurred within twenty-four (24) months of the issuance of a previous citation for the same Code Offense, the civil penalty shall increase by 25% over the scheduled civil penalty amount. If a third citation for a Code Offense is issued by the City to the alleged violator and/or the owner of the property upon which the violation has occurred within twenty-four (24) months of the issuance of a previous citation for the same Code Offense, the civil penalty shall increase by 50% over the scheduled civil penalty amount. If a fourth citation for a Code Offense is issued by the City to the alleged violator and/or the owner of the property upon which the violation has occurred within twenty-four (24) months of the issuance of a previous citation for the same Code Offense, the civil penalty shall increase by 100% over the schedule civil penalty amount.

BE IT FURTHER RESOLVED, this schedule shall be reviewed for necessary changes  
an annual basis by the City Council of the City of Breezy Point.

Section 6, Item C.

Adopted by the Council this 3<sup>rd</sup> day of August, 2009

The motion for the adoption of the foregoing resolution was duly seconded by Council Member Nelson and, upon vote being taken thereon, the following voted in favor thereof: Lee, Nelson, Weaver, Schmid, Williams.

And the following voted against: None

WHEREUPON said resolution was declared duly passed and adopted and was signed by the Mayor and attested to by the City Clerk.

---

JoAnn Weaver, Mayor

---

Kathy Millard, City Clerk

CITY OF BREEZY POINT  
RESOLUTION 23-2026

**RESOLUTION ADOPTING REASSESSMENT FOR THE 2025 EDGEWATER CIRCLE STREET RECONSTRUCTION IMPROVEMENT PROJECT**

**WHEREAS**, the Council previously assessed the Edgewater Circle project against Edgewater South Condominium property (PID 10210530); and

**WHEREAS**, pursuant to Minn. Stat. § 429.071, subd. 2, it was determined that said assessment was invalid given its ownership and the project needed to be reassessed against the individual property owners as listed in Exhibit A; and

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the assessable portion of the improvement of Edgewater Circle.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2027 and shall bear interest at the rate of 5 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Clerk, except that no interest shall be charged if the entire assessment is paid any time on or before November 15, 2026; and he/she may, at any time thereafter, pay to the City Clerk the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The owner of any property so assessed may, at any time prior to certification of the assessment of the first installment to the County Auditor, pay to the City Clerk any portion of the assessment. The remaining unpaid balance shall be spread over the period of time established by the Council for installment payment of the assessment.
5. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

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

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

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

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

Adopted this 30<sup>th</sup> Day of April, 2026

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

Attest:

\_\_\_\_\_  
Deb Runksmeier

PIN	Owner	Tax Payer Address	City State Zip	Property Address	City	State	Total Assessment
10210511	BRINKMAN, JANICE E (2/3 INT) &	9212 EDGEWATER CIR	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210519	CHRISTENSON, SHARON	10511 W SARATOGA CIR	SUN CITY AZ 85351	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210520	CORRIGAN, MICHAEL J & TIMOTHY D &	1910 SARGENT AVE	BURNSVILLE MN 55337	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210521	CORRIGAN, MICHAEL J & TIMOTHY D &	1910 SARGENT AVE	BURNSVILLE MN 55337	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210526	CRUMRINE, DEBORAH	11484 BLUESTEM LN	EDEN PRAIRIE MN 55347	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210527	ENGER, CHARLES W & TRUDY A	604 20TH ST NW	AUSTIN MN 55912	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210529	GLOWSKI, KENNETH J TRUST 12-15-09	9212 EDGEWATER CIR	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210512	GRAY, SCOTT D & SHERYL A	1436 NORTHWAY COURT	ST CLOUD, MN 56303	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210506	HABERLE, RICHARD N & MARY J	9212 EDGEWATER CIR S APT 222	PEQUOT LAKES MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210509	HELLIE, JOSEPH & AMY K &	9212 EDGEWATER CIR	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210510	HELLIE, JOSEPH D &	9212 EDGEWATER CIR	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210513	JAMBOR, JOHN SR & AIMEE R	9212 EDGEWATER CIR # 208	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210516	KILLINGSWORTH, ANN & MARK HEFFLEY	7516 AUDUBON RD	PRINCETON, MN 55371	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210518	KOOIKER, KEVIN P	3398 WHISPERING PINES LN	EAU CLAIRE, WI 54701	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210522	MARUSHIN, ROBIN C & PATRICK H	708 STARLIGHT DR	SARTELL MN 56377	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210524	MCGEE, MICHAEL	7469 FIR LANE N	HAMEL MN 55340	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210515	PARSONS FAMILY TRUST	9212 EDGEWATER CIR	BREEZY POINT, MN 56472	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10510504	PICO, PETER & KATHARINE	609 HIGH RIDGE CIR	MENDOTA HEIGHTS MN 55118	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210508	PICO, PETER & KATHARINE	609 HIGH RIDGE CIR	MENDOTA HEIGHTS MN 55118	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210517	RIECKENBERG, CATHRYN S REV LIV TRST	5199 EHLER AVE	DELANO, MN 55328	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210528	RYAN, CASEY J & BEVERLY A	723 REEVES DR	GRAND FORKS, ND 58201	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210514	RYAN, CASEY J & BEVERLY A	723 REEVES DR	GRAND FORKS, ND 58201	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210525	SIMONET HETHERINGTON LAKE CONDO LLC	7415 COVENTRY WAY	EDINA MN 55435	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210507	TRYON, RONALD L LIVING TRUST	400 FLAGSHIP DR UNIT #1106	NAPLES, FL 34108	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210523	WANOUS, CHARLES C TRUST	6620 AUTO CLUB RD APT 4110	BLOOMINGTON MN 55438	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
10210505	WIDDIFIELD, JESSICA ANN TRST AGREE...	914 W 53RD ST	MINNEAPOLIS MN 55419	9212 EDGEWATER CIR	BREEZY POINT	MN 56472	\$ 384.62
							\$ 10,000.00

April 23, 2026

Allie Polsfuss, City Administrator  
City of Breezy Point  
8319 County Road 11  
Breezy Point, MN 56472

RE: 2026 Street Improvements  
Letter of Recommendation for Bid Award  
WSN No. 2025-11748

Dear Allie Polsfuss:

Pursuant to authority of the City Council and after proper legal advertisement, bids for the above-referenced project were obtained on April 2, 2026, at 3:00 P.M., at the Breezy Point City Hall, Breezy Point, Minnesota.

The following bid proposals were received:

<u>Bidder</u>	<u>Bid Amount</u>
Ideal Construction, Steven F. Kobliska & Sons, LLC of Staples, Minnesota	\$354,376.20
Andeson Brothers Construction Company of Brainerd, LLC, Minnesota	\$376,293.55
Knife River-North Central of Sauk Rapids, Minnesota	\$411,254.20
J.R. Ferche, Inc., of Rice, Minnesota	\$472,517.00

The Engineering Estimate of the construction cost was \$433,557.50. One mathematical error was found in J.R. Ferche, Inc.'s bid; however, this did not result in a change of low bidder. The bids were conforming to the plans, specifications and advertisement. We understand that the project will be awarded at the June council meeting, after the assessment appeal period.

We recommend the contract be awarded to Ideal Construction, Steven F. Kobliska & Sons, LLC, of Staples, Minnesota, the lowest responsible bidder, on the basis of the unit prices on the bid proposal.

Sincerely,

WIDSETH SMITH NOLTING

  
Nick Peterson, P.E.  
City Engineer

**RESOLUTION NO. 24-2026**

**RESOLUTION ACCEPTING BID FOR THE 2026 STREET IMPORVEMENT PROJECT, CITY PROJECT NO. 02-26**

**WHEREAS**, pursuant to an advertisement for bids for the 2026 Street Improvement Project (City Project No. 02-26) the improvement of Bluebird Lane in its entirety, Wren Drive in its entirety, and Piney Way in its entirety including extension, bids were received, opened, and tabulated according to the law, and the following bids were received complying with the advertisement:

Anderson Brothers Construction Company of Brainerd, LLC	\$376,293.55
Ideal Construction, Steven F. Kobliska & Sons, LLC	\$354,376.20
Knife River-North Central	\$411,254.20
J.R. Ferche, Inc.	\$472,517.00

**AND WHEREAS**, it appears that Ideal Construction, Steven F. Kobliska & Sons, LLC is the lowest responsible bidder,

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

1. The mayor and clerk are hereby authorized and directed to enter into the attached contract with Ideal Construction, Steven F. Kobliska & Sons, LLC in the name of the city of Breezy Point for the improvement of Bluebird Lane in its entirety, Wren Drive in its entirety, and Piney Way in its entirety including extension, according to the plans and specifications therefor approved by the city council and on file in the office of the city clerk.
2. The city clerk is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except that the deposits of the successful bidder and the next lowest bidder shall be retained until a contract has been signed.

This resolution was adopted by the City Council of the City of Breezy Point on the 30<sup>th</sup> day of April, 2026.

Rebecca Ball: \_\_\_\_\_ Brad Scott: \_\_\_\_\_  
Steve Jensen: \_\_\_\_\_ Todd Roggenkamp: \_\_\_\_\_  
Michael Moroni: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_  
Deb Runksmeier, City Clerk

**RESOLUTION NO. 25-2026**

**RESOLUTION ADOPTING ASSESSMENT FOR THE 2026 STREET IMPORVEMENT PROJECT, CITY PROJECT NO. 02-26**

**WHEREAS**, pursuant to proper notice duly given as required by law, the Council has met and heard and passed upon all objections to the proposed assessment for the assessable portion of City Project No. 02-2026 , which includes full reconstruction of Bluebird Lane, Piney Way, and Overlay of Wren Drive.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of 10 years, the first of the installments to be payable on or before the first Monday in January 2027 and shall bear interest at the rate of 8 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from November 1, 2026 until December 31, 2027. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid any time on or before November 15, 2026; and he/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The owner of any property so assessed may, at any time prior to certification of the assessment of the first installment to the County Auditor, pay to the City Finance Department any portion of the assessment. The remaining unpaid balance shall be spread over the period of time established by the Council for installment payment of the assessment.

- 5. The clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

This resolution was adopted by the City Council of the City of Breezy Point on the 30<sup>th</sup> day of April, 2026.

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

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

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

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

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

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

ATTEST:

\_\_\_\_\_  
Deb Runksmeier, City Clerk

PROJECT: 2026 STREET IMPROVEMENT PROJECT  
 WIDESTH PROJECT NUMBER: 2025-11748  
 PROJECT LOCATION: BREEZY POINT, MN

INTEREST RATE: 8.00%  
 ASSESSMENTS ADOPTED: 4/30/2026  
 END OF YEAR: 12/31/2026  
 DAYS BEFORE FIRST YEAR: 245  
 FIRST YEAR OF ASSESSMENT: 2027  
 ASSESSMENT TERM: See Sheet

BLUEBIRD LANE ASSESSMENT \$5,286.78  
 PINEY WAY ASSESSMENT \$3,950.20  
 WREN DRIVE ASSESSMENT \$635.14

Number of Individual Assessment Sheets: 74

2026 STREET IMPROVEMENT PROJECT

PIN	PROPERTY ADDRESS	FEE OWNER	ADDRESS	CITY, STATE, ZIP	TAX PAYER	ADDRESS	CITY, STATE, ZIP	BLUEBIRD LANE ASSESSMENT	PINEY WAY ASSESSMENT	WREN DRIVE ASSESSMENT	ASSESSMENT TERM	TOTAL ASSESSMENT	PREPAYMENT	2026	CERTIFIED AMOUNT
10211072	29132 PINEY WAY	DUFFNEY, ERNEST J & LAURA K	6225 BUTTERWORTH LN	HAMEL MN 55340	DUFFNEY, ERNEST J & LAURA K	6225 BUTTERWORTH LN	HAMEL MN 55340		1		10	\$3,950.20		\$212.12	\$4,162.32
10211071	29138 PINEY WAY	DUFFNEY, ERNEST J & LAURA K	6225 BUTTERWORTH LN	HAMEL MN 55340	DUFFNEY, ERNEST J & LAURA K	6225 BUTTERWORTH LN	HAMEL MN 55340		1		10	\$3,950.20		\$212.12	\$4,162.32
10211070	29152 PINEY WAY	MCCARTHY, DANIEL J	29152 PINEY WAY	BREEZY POINT MN 56472	MCCARTHY, DANIEL J	29152 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211069	29160 PINEY WAY	DOTTY, JOHN P REVOCABLE TRUST	29160 PINEY WAY	BREEZY POINT MN 56472	DOTTY, JOHN P REVOCABLE TRUST	29160 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211068	29206 PINEY WAY	DETTINGER, CARRIE S (TRUSTEE)	76 QUAIL ST	MAHTOMEDI, MN 55115	DETTINGER, CARRIE S (TRUSTEE)	76 QUAIL ST	MAHTOMEDI, MN 55115		1		10	\$3,950.20		\$212.12	\$4,162.32
10211066	29220 PINEY WAY	GERZEMA, DEAN A & MARY LYNN	3224 380TH ST	BUFFALO CENTER IA 50424	GERZEMA, DEAN A & MARY LYNN	3224 380TH ST	BUFFALO CENTER IA 50424		1		10	\$3,950.20		\$212.12	\$4,162.32
10211065	29228 PINEY WAY	GULLICKSON, GLENN III & JULIE A	6404 PARKWOOD RD	EDINA, MN 55436	GULLICKSON, GLENN III & JULIE A	6404 PARKWOOD RD	EDINA, MN 55436		1		10	\$3,950.20		\$212.12	\$4,162.32
10211064	29234 PINEY WAY	CORNER, WILLIAM G & BARBARA	29234 PINEY WAY	BREEZY POINT MN 56472	CORNER, WILLIAM G & BARBARA	29234 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211063	29254 PINEY PT	MAUCIERI, ANTHONY TRUST	29254 PINEY PT	PEQUOT LAKES MN 56472	MAUCIERI, ANTHONY TRUST	29254 PINEY PT	PEQUOT LAKES MN 56472		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10211062	29254 PINEY PT	MAUCIERI, ANTHONY TRUST	29254 PINEY PT	PEQUOT LAKES MN 56472	MAUCIERI, ANTHONY TRUST	29254 PINEY PT	PEQUOT LAKES MN 56472		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10211061	29268 PINEY WAY	FROST, WILFRED R & MARY S	29268 PINEY WAY	BREEZY POINT, MN 56472	FROST, WILFRED R & MARY S	29268 PINEY WAY	BREEZY POINT, MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211060	29268 PINEY WAY	FROST, WILFRED R & MARY S	29268 PINEY WAY	BREEZY POINT, MN 56472	FROST, WILFRED R & MARY S	29268 PINEY WAY	BREEZY POINT, MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211059	29278 PINEY PT	DALZELL, D SCOTT REV TRST (1/2 INT)	29278 PINEY PT	BREEZY POINT MN 56472	DALZELL, D SCOTT REV TRST (1/2 INT)	29278 PINEY PT	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10211058	29284 PINEY PT	CAVEN, NANCY J REVOCABLE TRUST	7738 LOCHMERE TER	EDINA MN 55439	CAVEN, NANCY J REVOCABLE TRUST	7738 LOCHMERE TER	EDINA MN 55439		1		10	\$3,950.20		\$212.12	\$4,162.32
10210748	29330 PINEY WAY	CAVEN, NANCY J REVOCABLE TRUST	7738 LOCHMERE TER	EDINA MN 55439	CAVEN, NANCY J REVOCABLE TRUST	7738 LOCHMERE TER	EDINA MN 55439		1		10	\$3,950.20		\$212.12	\$4,162.32
10210747	29340 PINEY WAY	HANSEN, CURTIS E IRREVOCABLE TRUST	2013 STAGHORN DR	SHAKOPEE MN 55379	HANSEN, CURTIS E IRREVOCABLE TRUST	2013 STAGHORN DR	SHAKOPEE MN 55379		1		10	\$3,950.20		\$212.12	\$4,162.32
10210746	29346 PINEY WAY	MALWITZ, ANN AKA REBECCA A & KUMMET, LLOYD G 2009 LIVING TRUST C/O RICHARD KUMMET	12280 27TH ST N	LAKE ELMO MN 55042	MALWITZ, ANN AKA REBECCA A & KUMMET, LLOYD G 2009 LIVING TRUST C/O RICHARD KUMMET	12280 27TH ST N	LAKE ELMO MN 55042		1		10	\$3,950.20		\$212.12	\$4,162.32
10210745	29352 PINEY WAY	KUMMET, LLOYD G 2009 LIVING TRUST C/O RICHARD KUMMET	1820 S 8TH ST	BRAINERD, MN 56401	KUMMET, LLOYD G 2009 LIVING TRUST C/O RICHARD KUMMET	1820 S 8TH ST	BRAINERD, MN 56401		1		10	\$3,950.20		\$212.12	\$4,162.32
10210743	29352 PINEY WAY	VOGTMAN, CHRISTOPHER J & TRACY A	4573 WOODRIDGE RD	MINNETONKA MN 55345	VOGTMAN, CHRISTOPHER J & TRACY A	4573 WOODRIDGE RD	MINNETONKA MN 55345		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10210742	29323 PINEY WAY	VOGTMAN, CHRISTOPHER J & TRACY A	4573 WOODRIDGE RD	MINNETONKA MN 55345	VOGTMAN, CHRISTOPHER J & TRACY A	4573 WOODRIDGE RD	MINNETONKA MN 55345		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10210741	29317 PINEY WAY	BRIDGE, ROY H & CAROLYN	29317 PINEY WAY	BREEZY POINT MN 56472	BRIDGE, ROY H & CAROLYN	29317 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10210740	29305 PINEY WAY	BUGGY, CATHY SUPER 2014 REV TRUST	14508 WOODHILL CIR	MINNETONKA, MN 55345	BUGGY, CATHY SUPER 2014 REV TRUST	14508 WOODHILL CIR	MINNETONKA, MN 55345		1		10	\$3,950.20		\$212.12	\$4,162.32
10210739	29297 PINEY WAY	KRISTUFEK, CARL L TRUSTEE CARL KRIS	29297 PINEY WAY	BREEZY POINT MN 56472	KRISTUFEK, CARL L TRUSTEE CARL KRIS	29297 PINEY WAY	BREEZY POINT MN 56472		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10210738	29297 PINEY WAY	KRISTUFEK, CARL L TRUSTEE CARL KRIS	29297 PINEY WAY	BREEZY POINT MN 56472	KRISTUFEK, CARL L TRUSTEE CARL KRIS	29297 PINEY WAY	BREEZY POINT MN 56472		0.5		10	\$1,975.10	\$106.06	\$212.12	\$2,081.16
10210737	29295 PINEY WAY	KRUCHTEN, KEVIN R	33909 COUNTY ROAD 3	CROSSLAKE MN 56442	KRUCHTEN, KEVIN R	33909 COUNTY ROAD 3	CROSSLAKE MN 56442		1		10	\$3,950.20		\$212.12	\$4,162.32
10210736	29287 PINEY WAY	WEIDEMANN, BRIAN	29287 PINEY WAY	BREEZY POINT MN 56472	WEIDEMANN, BRIAN	29287 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10210503	29160 PINEY WAY	DOTTY, JOHN P REVOCABLE TRUST	29160 PINEY WAY	BREEZY POINT MN 56472	DOTTY, JOHN P REVOCABLE TRUST	29160 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10210502	29235 PINEY WAY	PETERSON, BRADY SHAWN	29235 PINEY WAY	BREEZY POINT MN 56472	PETERSON, BRADY SHAWN	29235 PINEY WAY	BREEZY POINT MN 56472		1		10	\$3,950.20		\$212.12	\$4,162.32
10161627	8679 WREN DR	LONG, CHARLES J & LORI A	6848 130TH AVE	MILACA, MN 56353	LONG, CHARLES J & LORI A	6848 130TH AVE	MILACA, MN 56353			1	10	\$635.14		\$34.11	\$669.25
10161626	8653 WREN ST	WEINKE, CHARLES W	8653 WREN ST	BREEZY POINT, MN 56472	WEINKE, CHARLES W	8653 WREN ST	BREEZY POINT, MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161625	8643 WREN DR	KING, DONALD V	472 13TH ST SW	SIoux CENTER IA 51250	KING, DONALD V	472 13TH ST SW	SIoux CENTER IA 51250			1	10	\$635.14		\$34.11	\$669.25
10161624	8624 WREN DR	HINTZEN, SHAWN L REVOCABLE TRUST & SHEILA K FOX	713 4TH ST N	SAUK CENTRE, MN 56378	HINTZEN, SHAWN L REVOCABLE TRUST & SHEILA K FOX	713 4TH ST N	SAUK CENTRE, MN 56378			1	10	\$635.14		\$34.11	\$669.25
10161623	8623 WREN DR	HINTZEN, SHAWN L REVOCABLE TRUST & SHEILA K FOX	713 4TH ST N	SAUK CENTRE, MN 56378	HINTZEN, SHAWN L REVOCABLE TRUST & SHEILA K FOX	713 4TH ST N	SAUK CENTRE, MN 56378			1	10	\$635.14		\$34.11	\$669.25
10161622	8601 WREN RD	LEIGH, DEBRA & RICHARD	8623 WREN DR	PEQUOT LAKES MN 56472	LEIGH, DEBRA & RICHARD	8623 WREN DR	PEQUOT LAKES MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161621	8581 WREN DR	AULIE, RICHARD W SR & MARY J	8601 WREN RD	BREEZY POINT MN 56472	AULIE, RICHARD W SR & MARY J	8601 WREN RD	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161620	8559 WREN DR	JONES, JAMES S	8581 WREN DR	BREEZY POINT MN 56472	JONES, JAMES S	8581 WREN DR	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161619	8559 WREN DR	EQUITY TRUST COMPANY CUSTODIAN FBO	2813 SOUTH FAITH AVE	SIoux FALLS SD 57110	EQUITY TRUST COMPANY CUSTODIAN FBO	2813 SOUTH FAITH AVE	SIoux FALLS SD 57110			1	10	\$635.14		\$34.11	\$669.25
10161618	8559 WREN DR	WHITEBIRCH INC	9252 BREEZY POINT DR	BREEZY POINT MN 56472	WHITEBIRCH INC	9252 BREEZY POINT DR	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161617	8559 WREN DR	WHITEBIRCH INC	9252 BREEZY POINT DR	BREEZY POINT MN 56472	WHITEBIRCH INC	9252 BREEZY POINT DR	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161616	8682 WREN DR	CAPITAL VACATIONS RESORT MANAGEMENT LLC	2024 CORPORATE CENTRE DR STE	MYRTLE BEACH SC 29577	CAPITAL VACATIONS RESORT MANAGEMENT LLC	2024 CORPORATE CENTRE DR STE	MYRTLE BEACH SC 29577			1	10	\$635.14		\$34.11	\$669.25
10161615	8672 WREN DR	WARD, SCOTT & JULIE	27220 REGAL CT	SIoux FALLS SD 57108	WARD, SCOTT & JULIE	27220 REGAL CT	SIoux FALLS SD 57108			1	10	\$635.14		\$34.11	\$669.25
10161614	8654 WREN DR	S & L SORLUM LIVING TRUST	23645 NORTH 21ST PL	PHOENIX AZ 85024	S & L SORLUM LIVING TRUST	23645 NORTH 21ST PL	PHOENIX AZ 85024			1	10	\$635.14		\$34.11	\$669.25
10161613	8646 WREN DR	BETKER, PAUL S	67812 217TH ST	DARWIN MN 55324	BETKER, PAUL S	67812 217TH ST	DARWIN MN 55324			1	10	\$635.14		\$34.11	\$669.25
10161612	8646 WREN DR	HAVRON, SHANE & SOPKO, ELIZABETH ANN TRUST	8646 WREN DR	BREEZY POINT MN 56472	HAVRON, SHANE & SOPKO, ELIZABETH ANN TRUST	8646 WREN DR	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161611	8636 WREN DR	SOPKO, ELIZABETH ANN TRUST	10 TERRY DRIVE	JACKSONVILLE IL 62650	SOPKO, ELIZABETH ANN TRUST	10 TERRY DRIVE	JACKSONVILLE IL 62650			1	10	\$635.14		\$34.11	\$669.25
10161610	8604 WREN DR	MCTAGUE, KATHLYN M	8616 WREN DR	BREEZY POINT MN 56472	MCTAGUE, KATHLYN M	8616 WREN DR	BREEZY POINT MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161609	8596 WREN DR	GROSSMAN, STEVEN & WEINKE, BRUCE A	270 WEST PARK AVE	HURON SD 57350	GROSSMAN, STEVEN & WEINKE, BRUCE A	270 WEST PARK AVE	HURON SD 57350			1	10	\$635.14		\$34.11	\$669.25
10161608	8574 WREN DR	WEINKE, BRUCE A	8653 DOVE ST	BREEZY POINT, MN 56472	WEINKE, BRUCE A	8653 DOVE ST	BREEZY POINT, MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161607	8574 WREN DR	LML UNLIMITED LLC	8574 WREN DR	PEQUOT LAKES MN 56472	LML UNLIMITED LLC	8574 WREN DR	PEQUOT LAKES MN 56472			1	10	\$635.14		\$34.11	\$669.25
10161582	8637 BLUEBIRD LN	CAPITAL VACATIONS RESORT MANAGEMENT LLC	2024 CORPORATE CENTRE DR STE	MYRTLE BEACH SC 29577	CAPITAL VACATIONS RESORT MANAGEMENT LLC	2024 CORPORATE CENTRE DR STE	MYRTLE BEACH SC 29577	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161581	8637 BLUEBIRD LN	NARVESON MANAGEMENT, INC	PO BOX 285	PEQUOT LAKES MN 56472	NARVESON MANAGEMENT, INC	PO BOX 285	PEQUOT LAKES MN 56472	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161580	8661 BLUEBIRD LN	NARVESON MANAGEMENT, INC	PO BOX 285	PEQUOT LAKES MN 56472	NARVESON MANAGEMENT, INC	PO BOX 285	PEQUOT LAKES MN 56472	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161579	8667 BLUEBIRD LN	NARVESON, NEAL D	PO BOX 285	PEQUOT LAKES, MN 56472	NARVESON, NEAL D	PO BOX 285	PEQUOT LAKES, MN 56472	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161578	8679 BLUEBIRD LN	NARVESON, NEAL D	PO BOX 285	PEQUOT LAKES, MN 56472	NARVESON, NEAL D	PO BOX 285	PEQUOT LAKES, MN 56472	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161577	8685 BLUEBIRD LN	NARVESON MANAGEMENT INC	P O BOX 285	PEQUOT LAKES, MN 56472	NARVESON MANAGEMENT INC	P O BOX 285	PEQUOT LAKES, MN 56472	1			10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161576	8685 BLUEBIRD LN	FJESETH, NICOLE M	8685 BLUEBIRD LANE	BREEZY POINT MN 56472	FJESETH, NICOLE M	8685 BLUEBIRD LANE	BREEZY POINT MN 56472				10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161575	8695 BLUEBIRD LN	BARTH IRREVOCABLE TRUST	2861 TIMBERVIEW TRL	CHASKA MN 55318	BARTH IRREVOCABLE TRUST	2861 TIMBERVIEW TRL	CHASKA MN 55318				10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161574	8699 BLUEBIRD LN	LUTHER, LEON M & DONNA J	8699 BLUEBIRD LN	BREEZY POINT MN 56472-3773	LUTHER, LEON M & DONNA J	8699 BLUEBIRD LN	BREEZY POINT MN 56472-3773				10	\$5,286.78	\$283.89	\$1,299.90	\$5,770.67
10161571	8723 BLUEBIRD LN</														

CITY OF BREEZY POINT  
ORDINANCE 01-2026

AN ORDINANCE AMENDING FEES AND CHARGES FOR 2026  
FOR THE CITY OF BREEZY POINT

The City Council of Breezy Point ordains that the 2026 Fee Schedule is amended by adding the underlined language as follows:

<b>Type of Fee</b>	<b>LICENSING RELATED Fee</b>	<b>Proposed</b>	<b>Authority</b>
3.2 Percent Malt Liquor On-sale	\$100.00		§110.033 (A)
3.2 Percent Malt Liquor Off-sale	\$50.00		§110.033 (A)
3.2 Percent Malt Liquor			
Combination On & Off-sale	\$135.00		§110.033 (A)
3.2 Malt Liquor License, Temporary	\$25.00		§110.033 (A)
Background Check Fee	\$500.00		§110.002 (C)(1)
Background Check Fee, Renewal	\$100.00		§110.002 (C)(1)
Brew Pub On-Sale	\$250.00		§110.033 (A)
<u>Cannabis Retail Registration</u>	<u>\$500.00</u>		<u>§116.02 (C)</u>
Chicken Permit - Initial	\$35.00		§90.43
Chicken Permit - Renewal	\$15.00		§90.43
Club Licenses: Under 200 members:	\$100.00		§110.033 (A)
201-500 members:	\$150.00		§110.033 (A)
501-1000 members:	\$250.00		§110.033 (A)
Consumption and Display	\$100.00		§110.033 (A)
Consumption and Display – 1 day	\$25.00		§110.091 (D)
Dog License	\$20.00/life dog		§90.06 (B)
Replacement License Fee	\$10.00		§110.002
Golf Cart Fee	\$20.00		§70.043 (F)
Replacement License Fee	\$10.00		
Growler Off-Sale	\$25.00		§110.033 (A)
Kennel Permit	\$35.00		§90.12
Liquor License On-Sale	\$2,000.00		§110.033 (A)
Liquor License Off-Sale	\$240.00		§110.033 (A)
Liquor Sunday On-Sale	\$200.00		§110.033 (A)
Liquor, Temporary	\$25.00		§110.033 (A)
Pawn Broker Fee	\$1,000.00		§113.15 (A)
Pawn Broker Transaction Fee	\$2.00/transaction		§113.15 (B)
Sexually Oriented Business (SOB)	\$3,000.00		§114.
SOB Background investigation Fee	\$500.00		§114.22 (C)
Stable Permit	\$100.00		§90.33
Transient Merchant Permit	\$25.00/2 day		§111.02
Transient Merchant Park Permit	\$250.00		§111.02
Wine On-sale	\$250.00		§110.033 (A)
Wine Off-Sale, Temporary	\$100.00		§110.033 (A)
Shipping, Handling & Postage	\$5.00		

**MISCELLANEOUS FEES**

<b>Type of Fee</b>	<b>Fee</b>	
Filing Fee - Affidavit of Candidacy	\$10.00	§31.06
Abatement Application	\$1,000.00 & \$5,000.00 deposit*	
After the fact permit/application	Double the fee & expenses	
Certifying to taxes	\$50.00 per occurrence	
NSF Check fee	\$30.00	
TIF Application Fee	\$1,000.00 & \$5,000.00 deposit*	
Transaction Fee	3.50%	
Mileage Rate	Current IRS Rate	
<u>City Code Administrative Citation</u>	<u>\$50.00</u>	
<u>Zoning &amp; Building Code Administrative Citation</u>	<u>\$100.00</u>	

\*All out of pocket expenses of the city shall be paid by applicant. An escrow deposit for expenses may be required.

**PROPERTY RELATED FEES**

Type of Fee	Fee	Authority
After the Fact Zoning Permits	\$100.00	§153.122
Amendment, Ordinance	\$250.00	§153.122
Amendment, Zoning Map	\$250.00*	§153.122
Appeal, Planning Commission	\$100.00*	§153.122
Appeal of PC, City Council	\$100.00*	§153.118
Comprehensive Plan Amendment	\$350.00*	§153.122
Conditional Use, Residential (Including PUD)	\$250.00*	§153.122
Conditional Use, Commercial (Including PUD)	\$350.00*	§153.122
Culvert (delivered/12" diameter/25 ft. black hdpe)	\$225.00	
E911 Address Request	\$90.00	
E911 Replacement Sign	\$50.00	
E911 Replacement Post	\$15.00	
E911 Replacement Post Install	\$20.00	
Fill/Excavation (Ordinance Required)	\$50.00	§153.122
Interim Use, Commercial	\$350.00*	§153.122
Interim Use, Residential	\$250.00*	§153.122
Mailbox Support	\$95.00 + sales tax	
Mailbox Support and Install	\$125.00 + sales tax	
Short Term Rental License	\$300.00	§115.003
Sign Impoundment Release	\$50.00	§153.061
Sign Impoundment Release subsequent	\$100.00	§153.061
Special Meeting Fee	\$250.00	§153.122
Street Renaming Petition	\$100.00 + Sign cost	§70.023
Street Vacation	\$250.00	§70.024 (F)(2)
Subdivision, Platting Application	\$400.00* + \$10/lot	§152.94
Subdivision, Administrative	\$50.00	§152.94
Subdivision, Metes and Bounds	\$150.00	§152.94
Variance, Commercial	\$350.00	§153.122
Variance, Residential	\$250.00	§153.122
Zoning Permits (includes signs)	\$50.00	§153.122

\*All out of pocket expenses of the city shall be paid by applicant.  
An excrow deposit for expenses may be required.

**Building Permit Fees**

**1994 Fee Schedule**

**MS §326B.121**

Plan review 65% of Bldg. Permit Fee  
 Plan review of similar plans meeting 1300.0160 subd.  
 6 25% of Bldg. permit Fee  
 State Surcharge amount is equivalent to one half mil (.0005) of the fee or \$1.00  
 for all fixed fee permits.  
 State surcharge fees shall be in accordance with MN Statutes, Chapter 326B.

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$21.00
\$501.00 to 2,000.00	\$21.00 for the first \$500.00 plus \$2.75 for each additional \$100.00, or fraction thereof, to and including \$2000.00.
\$2,001.00 to \$25,000.00	\$62.25 for the first \$2,000.00 plus \$12.50 for each additional 1,000.00, or fraction thereof, to and including \$25,000.00.
\$25,001.00 to \$50,000.00	\$349.75 for the first \$25,000.00 plus \$9.00 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
\$50,001.00 to \$100,000.00	\$574.75 for the first \$50,000.00 plus \$6.25 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
\$100,001.00 to \$500,000.00	\$887.25 for the first \$100,000.00 plus \$5.00 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
<b>Building Permit Fees cont.</b> \$500,001.00 to \$1,000,000.00	\$2,887.25 for the first \$500,000.00 plus \$4.25 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
\$1,000,001.00 and up	\$5,012.25 for the first \$1,000,000.00 plus \$2.75 for each additional \$1,000.00, or fraction thereof.
Demolition /Moving Building	\$50.00 & \$1.00 surcharge
Fence (over 6' in height)	\$40.00 & \$1.00 surcharge
Fireplace	\$50.00 & \$1.00 surcharge
After the fact building permit fee penalty	Shall be equal to building permit Fee
Mechanical (New Residential)	\$100.00/unit & \$1.00 surcharge
Mechanical (Replace Existing Residential)	\$35.00/unit & \$1.00 surcharge
<b>Building Permit Fees Cont.</b>	
Plumbing Fee (Residential)	\$7.00/opening & \$1.00 surcharge
Re-Inspection Fee	\$40 per inspection
Re-Roof (Residential)	\$35.00 & \$1.00 surcharge
Re-Side (Residential)	\$35.00 & \$1.00 surcharge
Retaining Wall (Over 4ft)	\$40.00 & \$1.00 surcharge
Water Heater - Gas	\$35.00 & \$1.00 surcharge
Other Maintenance Work as determined by the Building Official	\$40.00 & \$1.00 surcharge
Refund Policy	Requests must be made in writing by permit applicant before any work has started. The applicant shall be responsible for 100% of plan review fee. All other fees shall be

refunded.

Permit Expiration

Each permit issued shall expire if the work authorized by the permit is not commenced within 180 days from the date issued, or if a new inspection has not been scheduled or conducted for a period of 180 days after the last inspection.

Reissuance of Expired Permit

50% of building permit fee (plus plan review fee, if changes have been made to original plans)

Commercial Mechanical and Plumbing fees are based on valuation.  
 Manufactured home install fees shall be based on the valuation of on-site work only.

**UTILITY RELATED FEES**

Type of Fee	Fee	Authority
Sewer Availability Charge	\$3,250.00	§53.08 (C)(5)
Sewer main Charge – Prior 2011 projects	\$4,288.20	§53.08 (C)(2&3)
Sewer Connection Permit	\$75.00	§50.02
Sewer Disconnection Fee	\$75.00	§50.02
Sewer Re-connection Fee	\$75.00	§52.04 (B)
Sewer Service per ERU	\$85.00/quarter	§50.02
Quarterly Sewer Charge per ERU	\$75.00	§50.02
Sewer Administrative Fee, Delinquent	\$25.00	§50.04 (A)
Sewer Late Fee	10% of unpaid balance	§50.04
Minimum Charge Metered Sewer Fee/Quarter <small>(Includes first 12,000 gal)</small>		§53.11
5/8 inch	\$57.64	
3/4 inch	\$62.70	
1 inch	\$64.79	
1 1/2 inch	\$66.85	
Larger or special meters	to be determined at time of installation	
Additional Flow above 12,000 gallons	\$8.82/1000	

**UTILITY RELATED FEES CONT.**

Water Meter Charges		
	5/8 inch with remote read	\$110.25
	3/4 inch with remote read	\$149.10
	1 inch with remote read	\$178.50
	Larger or special meters	Cost plus handling

**CHARGES FOR SERVICES**

Type of Fee	Fee	
Assessment Searches	\$15.00	\$30.00
Ball Field Reservation	\$10.00	
Community Room Rental -		
	RESIDENT	\$50.00/hour
		Kitchen +\$25/hour
	NON RESIDENT	\$75.00/hour
		Kitchen +\$25/hour
	NON PROFIT	1/2 Day \$50.00
		Full Day \$100.00
	DEPOSIT (refundable)	\$200.00
Meeting Room	RESIDENT	\$20.00/ hour
	NON RESIDENT	\$30.00/hour
	Non Profit	\$10.00/hour
Disc Golf Tournament Permit	\$150.00	
Special event Permit	\$50.00	
Copy of meeting Audio	\$5.00	
Copies:	\$ .25/copy	
	2-sided	\$ .50/copy
	Color	\$1.00
Documentation Search	Loaded labor rate, first 30 minutes-no charge	
Police Services	\$125/hour plus mileage	
Park Pavilion Reservation, Large	1/2 day = \$30.00	
	Full Day= \$60.00	
	\$50 Deposit	
Police CD/DVD	\$5+Sales Tax	
Key Replacement	\$10.00	
Community Garden Plot	Resident	\$40.00
	Non Resident	\$50.00

**Equipment Rental Rates  
Rates include operator**

Type of Fee	Fee
Mobilization Fee (all rentals)	\$245.00
1 Ton Dump Truck	\$95.00
1 Ton Utility Box & Crane	\$95.00
Dump/Gravel Truck	\$165.00
D-5 Cat Dozer w/Trailer	\$185.00
310 5C Ext-Hoe Backhoe/Loader	\$135.00
New Holland 90HP Tractor	\$95.00
930G CAT Wheel Loader (3 yd bucket)	\$160.00
Skid Steer 247 CAT	\$160.00
Motor Grader 135UF	\$185.00
Trailer Mount Sewer Jetter	\$185.00
1800 Water Tanker	\$105.00
Bobcat 5600 Toolcat	\$120.00
JD 27 mini-excavator	\$125.00
Misc w/trucks – sanders, plows	No charge, salt/sand at cost

**Equipment Rental Rates  
Without Operator**

Type of Fee	Fee
50 KW Portable Generator	\$95.00
5 KW Portable Generator	25
Trash Pump 300GPM	25
Delivery Charge	\$125.00.00 plus mileage over 50 miles

<b>COLUMBARIA:</b>	Price	Property Owner 20% Discount	Total
Upper Tier Niche	\$1,475.00	295.00	\$1,180.00
Middle Tier Niche	\$1,375.00	275.00	\$1,100.00
Lower Tier Niche	\$1,275.00	255.00	\$1,020.00
Shallow Niche – Ends (Discount of \$100 from above tier pricing)			
Columbarium Opening/Closing: Overtime charge * \$150.00 (over 2 hours additional \$100.00/hour)			

**Pelican Woods Cemetery cont.**

Type of Fee	Price	Property Owner 20% Discount	Total
<b>DEEDED BURIAL RIGHTS:</b>			
Category 1 (one lot – one burial right)	\$600.00	120.00	\$480.00
Category 2 (one lot – two burial rights)	\$840.00	168.00	\$672.00
Category 3 (one lot – three burial rights)	\$1,080.00	216.00	\$864.00
Category 4 (one lot – four burial rights)	\$1,320.00	264.00	\$1,056.00
Category 5 (one lot – five burial rights)	\$1,560.00	312.00	\$1,248.00
Category 6 (one lot – six burial rights)	\$1,800.00	360.00	\$1,440.00
Phase I, Block 18 (individual cremain sites)	\$350.00	70.00	\$280.00
Select Lots: one cremain site	\$450.00	90.00	\$360.00
Select Lots: two cremain sites	\$550.00	110.00	\$440.00
(Additional burial rights on the same lot, purchased after the original purchase - \$300.00)			

Discounts available to property owners in Breezy Point.

**INTERMENT / Traditional Burial**

Full Opening (summer/winter)	\$400.00/\$500.00	\$400.00/\$600.00
<u>Overtime charge * - \$300.00 (over 2 hours additional \$100.00/hour)</u>		

**INURNMENT / Cremation**

Cremains (summer/winter)	\$200.00/\$300.00	\$200.00/\$350.00
<u>Overtime charge * - \$150.00 (over 2 hours additional \$100.00/hour)</u>		

\* Overtime charged for all burials outside business hours (8:30 a.m. - 3:00 p.m., Monday - Friday).

**MARKER INSTALLATION:**

Family Marker	\$100.00
Individual Marker	\$50.00

Adopted by the City Council this 30th day of April, 2026. This ordinance shall take effect on the day following its publication in the official newspaper

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

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

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

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

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

Attest:

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

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

**RESOLUTION NO. 26-2026**

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE 02-2026 BY  
TITLE AND SUMMARY**

**WHEREAS**, the city council of the City of Breezy Point has adopted Ordinance Number 02-2026 an ordinance amending the City of Breezy Point Fee Schedule; and

**WHEREAS**, the ordinance is lengthy; and

**WHEREAS**, Minnesota Statutes, section 412.191, subdivision 4 allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

**NOW THEREFORE BE IT RESOLVED**, by the city council of the City of Breezy Point that the city administrator shall cause the following summary of Ordinance 02-2026 to be published in the official newspaper in lieu of the entire ordinance:

**PUBLIC NOTICE**

**The city council of the City of Breezy Point has adopted Ordinance Number 02-2026 : the ordinance amends the City of Breezy Point Fee Schedule to include Administrative Citation Fees. The full text of Ordinance Number 02-2026 is available for inspection at the City of Breezy Point City Hall during regular business hours.**

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 30<sup>th</sup> day of April, 2026.

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

ATTEST:

\_\_\_\_\_  
Deb Runksmeier, City Clerk



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 7, Item E.

<p><b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i></p>	<p><b>Meeting Date:</b> <i>April 30, 2026</i></p>	<p><b>Item Name:</b> <b><i>Resolution Approving Plans and Specifications and Authorize Advertisement for Bid for 2026 Buschmann Road Project, City Project 01-2026</i></b></p>
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**BACKGROUND**

The City was awarded a \$1,500,000 LRIP grant for the 2026 Buschmann Road Project. As part of this process, the plans and specifications must meet State Aid standards before the project can proceed to advertisement for bids.

**OVERVIEW**

There are specific requirements that the plans and specifications must satisfy to meet State Aid standards prior to advertising the project for bids. The next City Council meeting is scheduled for June 1 and due to timing constraints, it is possible that the plans and specifications will not be fully finalized by tonight’s meeting, but shortly thereafter. Delaying authorization until June would significantly impact the project timeline.

Staff has consulted with legal counsel and confirmed that it is appropriate for the City Council to approve a resolution authorizing advertisement for bids contingent upon State Aid approval of the plans and specifications. This approach allows the City to proceed with advertisement immediately upon receiving State Aid approval, in accordance with applicable state law.

WSB engineers are currently working with the State to ensure the plans and specifications meet all required standards. This process may include addressing several variances related to the topography of Buschmann Road. We are hopeful that State approval will be received in the upcoming weeks, allowing the project to be advertised for bids in early/mid May.

By approving the resolution contingent upon State Aid approval, the City can avoid unnecessary delays once approval is granted.

**TENTATIVE PROJECT TIMELINE**

- April 30: Approve plans and specifications and authorize advertisement for bids (contingent upon State Aid approval)
- Early May: State Aid review and approval
- Early/Mid-May: Advertise for bids
- Late May to Early June: Receive bids
- June/July: Award contract
- July/August: Start Construction
- 2027: Complete Construction

This schedule is tentative and dependent on the timing of State Aid review. Staff will keep the City Council informed of any changes, including the need for a special meeting or potential delays.

**STAFF RECOMMENDATION**

Approve Resolution Approving Plans and Specifications and Authorize Advertisement for Bid Subject to State Approval.

**CITY OF BREEZY POINT  
RESOLUTION 27-2026**

**RESOLUTION APPROVING PLANS AND SPECIFICATIONS AND ORDERING  
ADVERTISEMENT FOR BIDS FOR THE 2026 BUSCHMANN ROAD PROJECT  
CITY PROJECT 01-26**

**WHEREAS**, pursuant to a resolution passed by the Council October 6, 2025, the city engineer has prepared plans and specifications for the 2026 Buschmann Road Project, City Project 01-02; and,

**WHEREAS**, the City of Breezy Point was awarded a Local Road Improvement Program grant from the State; and

**WHEREAS**, the Project plans and specifications are subject to State approval.

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

1. The Project plans and specifications are hereby approved, subject to State approval.
2. The city clerk shall prepare and cause to be inserted in the official paper an advertisement for bids for the making of such improvement pursuant to the approved plans and specifications.
3. In accordance with state law, the advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received online on BidVault, at which time they will be publicly viewed on an online meeting by the city clerk and engineer. The bids will then be tabulated and considered by the Council.
4. No bids will be considered unless submitted on BidVault and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the clerk for 5 percent of the amount of such bid.

Adopted by the Council this 30<sup>th</sup> day of April, 2026

Rebecca Ball: \_\_\_\_

Brad Scott: \_\_\_\_

Steve Jensen: \_\_\_\_

Todd A. Roggenkamp: \_\_\_\_

Michael Moroni: \_\_\_\_

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

Attest:

\_\_\_\_\_  
Deb Runksmeier, City Clerk



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 7, Item F.

<b>Prepared By:</b> <i>Joe Zierden, Public Works Supervisor</i>	<b>Meeting Date:</b> <i>10/6/2025</i>	<b>Item Name:</b> <i>Shoreview Lane rip rap proposal</i>
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### BACKGROUND/DISCUSSION

Shoreview Lane rip rap and roadway was damaged by ice and repaired/improved in fall of 2024. The rip rap performed well during winter of 2024/2025. This past winter of 2025/2026 the rip was pushed up by ice and needs to be put back in place. After discussion with MN DNR hydrologist Jake Frie the city can put the rip rap back in place without DNR permit if the work is completed within one year and new live staking is installed. The proposal from Widseth will allow the city to bid out the repair work and receive competitive/consistent bids.

### FINANCIAL IMPACT

\$2,500

### COUNCIL ACTION REQUESTED

A motion to accept Widseth’s Shoreview Lane rip rap proposal and authorize the collection of bids to repair the Shoreview Lane rip rap would be appreciated.

### SUPPORTING DOCUMENTS

- Map
- Proposal from Widseth

April 22, 2026

**Brainerd/Baxter**

7804 Industrial Park Road  
Baxter MN 56425

218.829.5117  
Baxter@Widseth.com  
Widseth.com

Joe Zierden – Public Works Supervisor  
Cc: Allie Polsfuss – City Administrator  
City of Breezy Point  
8319 Co. Rd. 11  
Breezy Point, MN 56472

**Re: Proposal for 2026 Shoreview Shoulder and Riprap Maintenance Plan**

City of Breezy Point,

Following a conversation with Public Works Supervisor Joe Zierden, WIDSETH is pleased to submit the following proposal for services outlined below:

2026 Shoreview Shoulder and Riprap Maintenance Plan

Shoreview Lane is in need of shoulder and riprap maintenance following the winter of 2025. WIDSETH will provide the requested services:

- Engineering Plans – WIDSETH will complete a simple plan and sheet specification set for the restoration of the shoulder of Shoreview Lane. Included in the plans will be shoulder and riprap slope details, turf establishment details, planting details and restoration specifications. These plans will utilize previous Shoreview Lane plan details for improvements to the area. These plans will be generated for the purpose of soliciting quotes.

WIDSETH proposes to perform the services described above on a lump sum basis, in accordance with the attached fee schedule, for the estimated amount of \$2,500. 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.

Not included in this proposal are the following items:


- Construction administration services including soliciting quotes or bid documents
- Construction observation
- Cost or quantity estimating
- Permit acquisition or DNR correspondence
- Gopher state one locating ticket requests

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 for the lump sum of \$2,500. 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, PE

  
\_\_\_\_\_  
David Reese, PE VP

Enclosures: WIDSETH 2026 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 2026 fee schedule. A finance charge is computed at a periodic rate of 1% per month (annual percentage rate of 12%) on past due balance.

**Engineering Services                  Lump Sum                  \$2,500**

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.**



**2026 FEE SCHEDULE**

<b>CLASSIFICATION</b>	<b>RATE</b>
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

<b>OTHER EXPENSES</b>	<b>RATE</b>
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	Cost
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 OF BREEZY POINT

## Budget to Actual Report

General Fund | All Funds Summary | Q1 2026

As of March 31, 2026

<b>\$51,964</b> General Fund Total Revenue (Actual)	<b>\$4,288,690</b> General Fund Revenue Budget	<b>\$914,270</b> General Fund Total Expenditures (Actual)	<b>\$4,288,690</b> General Fund Expenditure Budget
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### Q1 HIGHLIGHTS

- General Fund revenues: \$51,964 actual vs. \$4,288,690 budget (1.2%) — property taxes due July & December
- General Fund expenditures: \$914,270 actual vs. \$4,288,690 budget (21.3%) — on track for Q1
- Net Q1 position: \$(862,306) — expected given property tax collection timing
- All Funds combined expenditures at 19.4% of budget – on track for Q1

# General Fund — Revenues & Expenditures by Department

Budget to Actual | Q1 2026

## REVENUES

Category	Actual	Budget	%	Notes
Tax Revenue	\$-0-	\$3,386,110	0.0%	Property taxes rec'd July & Dec
Tax Forfeiture Land Sales	\$-0-	\$7,500	0.0%	
Licenses & Permits	\$45,181	\$239,200	18.9%	Busy season Q2 & Q3
Intergovernmental	\$2,107	\$169,355	1.2%	Funds received later in year
Charges for Services	\$1,720	\$8,000	21.5%	
Police Department	\$180	\$94,225	0.2%	Funds received July & Nov
Miscellaneous	\$2,776	\$384,300	0.7%	Transfer in from Capital Fund at end of year
<b>TOTAL</b>	<b>\$51,964</b>	<b>\$4,288,690</b>	<b>1.2%</b>	

## EXPENDITURES BY DEPARTMENT

Department	Actual	Budget	%	Notes
Council	\$10,474	\$32,103	32.6%	LMC dues paid Q1
Administration	\$111,601	\$429,095	26.0%	
City Attorney	\$3,400	\$30,000	11.3%	
Other General Govt	\$130,104	\$733,119	17.7%	Transfer out to Capital Fund EOY
Planning & Zoning	\$53,470	\$322,618	16.6%	Bulk of services Q2 & Q3
Police	\$415,254	\$1,545,188	26.9%	
Public Works	\$166,901	\$1,086,717	15.4%	Road work Q2 & Q3
Parks & Recreation	\$23,067	\$109,850	21.0%	
<b>TOTAL</b>	<b>\$914,270</b>	<b>\$4,288,690</b>	<b>21.3%</b>	

Net Position (Q1): \$-862,306

# All Funds Summary

Budget to Actual — All City Funds | Q1 2026

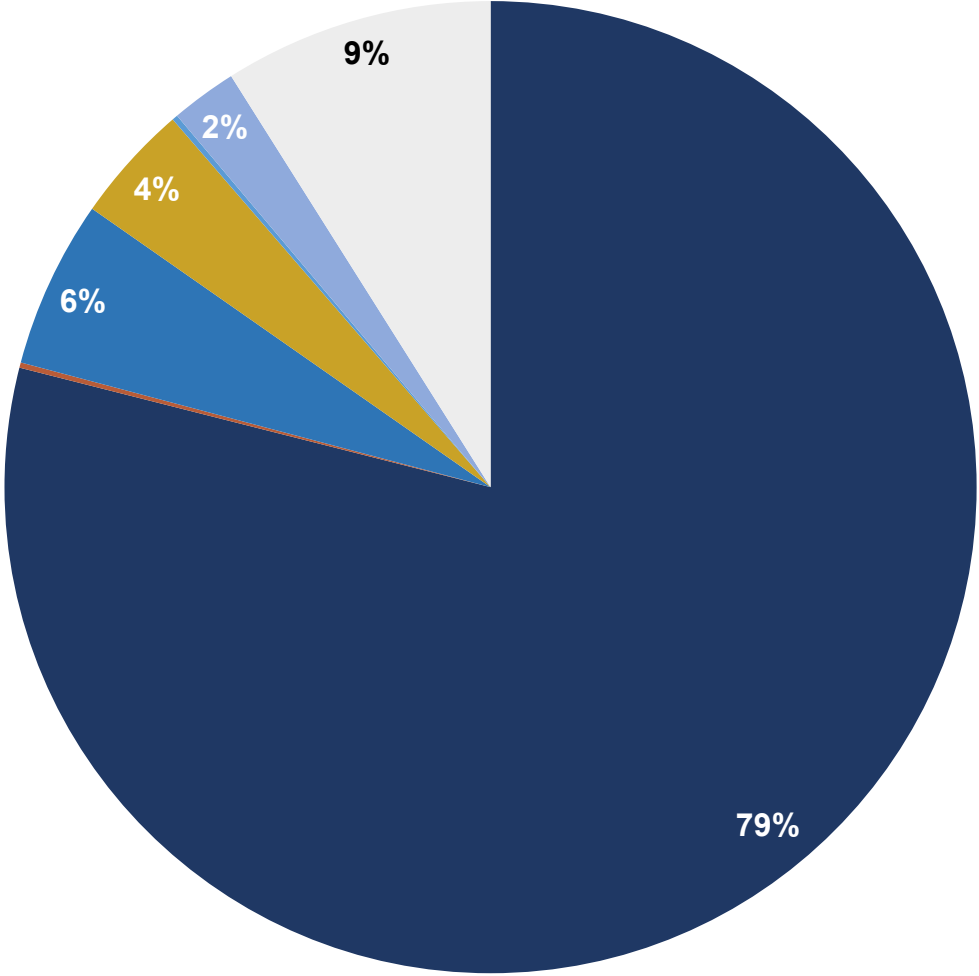
Fund	Rev Actual	Rev Budget	Rev %	Exp Actual	Exp Budget	Exp %
<b>General Fund</b>	<b>\$51,964</b>	<b>\$4,288,690</b>	<b>1.2%</b>	<b>\$914,270</b>	<b>\$4,288,690</b>	<b>21.3%</b>
EDA Fund	\$15	\$3,665	0.4%	\$-	\$3,665	0.0%
TIF Fund	\$-	\$15,500	0.0%	\$7,684	\$15,150	50.7%
Cemetery Fund	\$7,770	\$39,000	19.9%	\$764	\$62,525	1.2%
Debt Service	\$1,721	\$437,563	0.4%	\$-	\$437,563	0.0%
Capital Fund	\$1,875	\$281,500	0.7%	\$102,443	\$541,500	18.9%
Sewer Operating	\$156,297	\$538,550	29.0%	\$126,249	\$538,550	23.4%
Sewer Capital	\$11,114	\$130,000	8.5%	\$4,330	\$85,000	5.1%
<b>ALL FUNDS TOTAL</b>	<b>\$230,756</b>	<b>\$5,734,468</b>	<b>4.0%</b>	<b>\$1,155,739</b>	<b>\$5,972,643</b>	<b>19.4%</b>

★ General Fund highlighted in brick • Property taxes received July & December

# General Fund — Budget Allocation

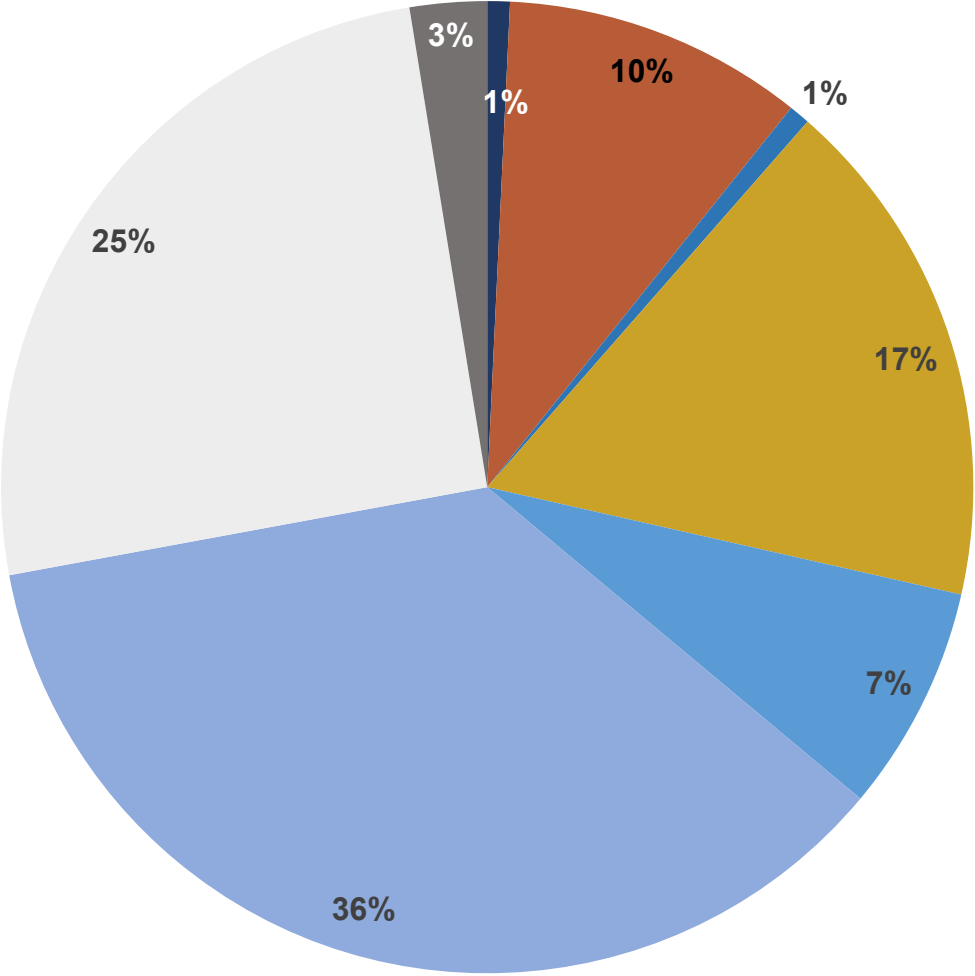
Revenue & Expenditure Budget Distribution | Q1 2026

Revenue Budget by Category



- Tax Revenue
- Tax Forfeiture Land Sales
- Licenses & Permits
- Intergovernmental
- Charges for Services
- Police Department
- Miscellaneous

Expenditure Budget by Department



- Council
- Administration
- City Attorney
- Other General Govt
- Planning & Zoning
- Police
- Public Works
- Parks & Recreation



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 8, Item C.

<b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i> <i>Jerry Bohnsack, Planning and Zoning Administrator</i>	<b>Meeting Date:</b> <i>April 30, 2026</i>	<b>Item Name:</b> <i>Mobile Food Truck</i>
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### **BACKGROUND**

The City was notified that there will be a mobile food truck operating at 6799 County Road 11.



### **OVERVIEW**

The property is zoned Urban Reserve, and under our current code, this type of use is only permitted in commercial zoning districts. Staff has concerns about traffic, hours, and overall compatibility with the surrounding area.

Legal Counsel advises that there is nothing in our code to allow operation of a food truck at this location. The Council could amend the code to allow it in UR, however, he does not support amending the code to allow it.

Staff is notifying the Council and requesting a discussion to make sure they are in support of staff beginning the process of notifying the owner that they are in violation of code and are subject to the code violation process.