



# CITY COUNCIL REGULAR MEETING

**Monday, January 05, 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 Claims total \$171,807.19; Checks 140761-140847 and eChecks 4060-4075

B. Approve City Council Meeting Minutes from December 1, 2025

C. Approve City Administrator Performance Review Summary

D. Approve Not to Waive Tort Liability Limits

E. Approve Pay Equity Implementation Report

F. Res. No. 01-2026 Approve Crow Wing County Hazard Mitigation Plan

G. Res. No. 02-2026 Approve Electronic Transfers for 2025

H. Res. No. 03-2026 Approve Cemetery Wreath Donation

I. Approve Engineering Proposal for Sanitary Sewer Metering Improvements

J. Res. No. 06-2026 Regarding SS4A Grant-Funded Brainerd Lakes Area Vulnerable Users Plan

**6. SPECIAL PRESENTATIONS**

A. Bolton & Menk-County Road 11 Traffic Study Update

**7. BUSINESS ITEMS**

- [A.](#) Res. No. 04-2026 Receiving Amended Feasibility Report for the 2026 Street Improvement Project
- [B.](#) Res. No. 05-2026 Order Improvements and Authorize Preparation of Plans and Specifications for the 2026 Street Improvement Project
- [C.](#) Approve Proposal for Design and Contract Administration of 2026 Street Improvement Projects
- [D.](#) Buschmann Road Bond Alternatives Discussion
- [E.](#) Parks and Recreation Ordinance Discussion

**8. DEPARTMENTAL UPDATES**

- A. City Administrator Polsfuss
- [B.](#) City Engineer Nick Peterson-*Informational Item*

**9. ADJOURN**

Claims Totaling: \$171,807.19

Checks: 140761 - 140847

eChecks: 4060 - 4075

Section 5, ItemA.

City of Breezy Point

Check Register - CLAIMS LISTING  
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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date	
<b>4060</b>								
260	PINE RIVER STATE BANK	DEC 2025	BANK ACH FEES	12/01/2025	5.00	5.00	12/01/2025	M
Total 4060:						5.00		
<b>4067</b>								
1739	US BANK	NOV 2025	PW SUPPLIES	11/24/2025	1,928.47	1,928.47	12/10/2025	M
Total 4067:						1,928.47		
<b>4068</b>								
20	BLUE CROSS & BLUE SHIELD O	DEC 2025	VISION INS PREMIUMS - DEC 2025	12/02/2025	20.96	20.96	12/18/2025	M
Total 4068:						20.96		
<b>4069</b>								
20	BLUE CROSS & BLUE SHIELD O	JAN 2026	VISION INS PREMIUMS - JAN 2026	12/02/2025	68.10	68.10	12/18/2025	M
Total 4069:						68.10		
<b>4071</b>								
3529	US BANK - PAYING AGENT	3042006	2024A CERTIFICATES INT PAYMENT	10/23/2025	60,569.45	60,569.45	12/15/2025	M
Total 4071:						60,569.45		
<b>4072</b>								
260	PINE RIVER STATE BANK	12152025	OUTGOING WIRE FEE TO US BANK PAYING AGENT	12/15/2025	25.00	25.00	12/15/2025	M
Total 4072:						25.00		
<b>4074</b>								
1193	WEX Bank	NOV 2025	SEWER FUEL PURCHASES - NOV 2025	11/30/2025	1,861.26	1,861.26	12/01/2025	M
Total 4074:						1,861.26		
<b>4075</b>								
2	AFLAC	DEC 2025	AFLAC PREMIUMS - DEC 2025	12/12/2025	156.40	156.40	12/18/2025	M

M = Manual Check, V = Void Check

Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 4075:						156.40	
<b>140761</b>							
2916	BCA	43630	PD DMT-G ONLINE RECERTIFICATION TRAINING	11/15/2025	75.00	75.00	12/01/2025
Total 140761:						75.00	
<b>140762</b>							
2519	BREEZY POINT HARDWARE	14.99	PW SHOP SUPPLIES	11/20/2025	14.99	14.99	12/01/2025
2519	BREEZY POINT HARDWARE	38303	PW TAPE/GLOVE	11/12/2025	23.94	23.94	12/01/2025
2519	BREEZY POINT HARDWARE	38310	PW PCTR HNGR WHT	11/12/2025	7.98	7.98	12/01/2025
2519	BREEZY POINT HARDWARE	38322	PW DECK SCREWS & BRACKETS	11/14/2025	12.98	12.98	12/01/2025
2519	BREEZY POINT HARDWARE	38325	CEMETERY HEX BIT	11/14/2025	16.99	16.99	12/01/2025
2519	BREEZY POINT HARDWARE	38356	SEWER PIPE JOINT COMPOUND	11/19/2025	9.99	9.99	12/01/2025
Total 140762:						86.87	
<b>140763</b>							
2671	CARLSON, NEIL A	2025 Nov	SEWER LIFTS MILEAGE REIMBURSEMENT - 2025	11/20/2025	245.00	245.00	12/01/2025
Total 140763:						245.00	
<b>140764</b>							
3199	CHARTER COMMUNICATIONS -	156481201110	INTERNET SERVICE	11/07/2025	139.98	139.98	12/01/2025
Total 140764:						139.98	
<b>140765</b>							
1909	COLD SPRING GRANITE COMP	RI 2464929	CEMETERY NICHE PLAQUE - JEFFERY CARSTON	11/18/2025	369.00	369.00	12/01/2025
Total 140765:						369.00	
<b>140766</b>							
3302	COLUMN SOFTWARE PBC	6AA024C4-00	ASSESSMENT HEARING 11/19/25 ZZTTP91CZDG4V	11/14/2025	71.40	71.40	12/01/2025
3302	COLUMN SOFTWARE PBC	6AA024C4-00	PH NOTICE 11/26/25 & 12/03/25 ID TNGHA4XPYKSA	11/20/2025	81.60	81.60	12/01/2025

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Total 140766:						153.00	
<b>140767</b>							
2500	COMPENSATION CONSULTANT	5132	FSA/HSA PLAN ADMINISTRATION	12/01/2025	55.00	55.00	12/01/2025
Total 140767:						55.00	
<b>140768</b>							
359	CROW WING CO LAND SERVIC	9207	E911 ADDRESSING FEES	11/07/2025	25.00	25.00	12/01/2025
Total 140768:						25.00	
<b>140769</b>							
3236	CROW WING CO SANITARY LA	217570	REFUSE DISPOSAL	10/27/2025	294.00	294.00	12/01/2025
3236	CROW WING CO SANITARY LA	217789	PW REFUSE	10/31/2025	102.00	102.00	12/01/2025
Total 140769:						396.00	
<b>140770</b>							
61	Crow Wing Power	1438703OCT2	SEWER PLANT ELEC 10/08/25 - 11/08/25	11/14/2025	1,212.38	1,212.38	12/01/2025
61	Crow Wing Power	1439301OCT2	LIFT PUMP 4 ELECTRIC 10/08/25 - 11/08/25	11/14/2025	31.68	31.68	12/01/2025
61	Crow Wing Power	1460301OCT2	LIFT PUMP 2 ELEC 10/08/25 - 11/08/25	11/14/2025	42.75	42.75	12/01/2025
61	Crow Wing Power	1501301OCT2	LIFT PUMP 4 ELEC 10/08/25 - 11/08/25	11/14/2025	169.01	169.01	12/01/2025
61	Crow Wing Power	1516802OCT2	CITY HALL/MAINT ELEC 10/08/25 - 11/08/25	11/14/2025	203.46	203.46	12/01/2025
61	Crow Wing Power	1518101OCT2	LIFT PUMP 5 ELEC 10/08/25 - 11/08/25	11/14/2025	60.93	60.93	12/01/2025
61	Crow Wing Power	1528301OCT2	LIFT PUMP 3 ELEC 10/08/25 - 11/08/25	11/14/2025	43.11	43.11	12/01/2025
61	Crow Wing Power	1532601OCT2	LIFT PUMP 1 ELEC 10/08/25 - 11/08/25	11/14/2025	279.77	279.77	12/01/2025
61	Crow Wing Power	33476401OCT	CEMETERY WELL ELECTRIC 10/08/25 - 11/08/25	11/14/2025	81.05	81.05	12/01/2025
61	Crow Wing Power	33929201OCT	LIFT PUMP 7 ELEC 10/08/25 - 11/08/25	11/14/2025	53.32	53.32	12/01/2025
61	Crow Wing Power	34265401OCT	#8 LIFT STATION ELEC 10/08/25 - 11/08/25	11/14/2025	38.07	38.07	12/01/2025
61	Crow Wing Power	34454801OCT	CEMETERY NORTH ELECTRIC 10/08/25 - 11/08/25	11/14/2025	31.92	31.92	12/01/2025
61	Crow Wing Power	34569801OCT	8319 N SPRUCE DR ELECTRIC 10/08/25 - 11/08/25	11/14/2025	33.00	33.00	12/01/2025
61	Crow Wing Power	34613101OCT	LIFT PUMP 9 ELEC 10/08/25 - 11/08/25	11/14/2025	35.49	35.49	12/01/2025
61	Crow Wing Power	35276301OCT	FISHING PIER ELECTRIC 10/08/25 - 11/08/25	11/14/2025	10.00	10.00	12/01/2025
61	Crow Wing Power	36058101OCT	CITY HALL ELEC 10/08/25 - 11/08/25	11/14/2025	608.00	608.00	12/01/2025
61	Crow Wing Power	3770501OCT2	LIFT PUMP 6 ELEC 10/08/25 - 11/08/25	11/14/2025	83.92	83.92	12/01/2025

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140770:						3,017.86	
<b>140771</b>							
108	DACOTAH PAPER	51575	PD TOWELS	11/14/2025	291.72	291.72	12/01/2025
Total 140771:						291.72	
<b>140772</b>							
1912	ESSENTIA HEALTH	100925	DRUG TEST B. PRATT ACCT #160061344	10/09/2025	32.00	32.00	12/01/2025
Total 140772:						32.00	
<b>140773</b>							
109	HEARTLAND ANIMAL RESCUE	10/2025	ANIMAL IMPOUND FEES	10/31/2025	333.87	333.87	12/01/2025
Total 140773:						333.87	
<b>140774</b>							
3387	HKGi	024-032-8	ZONING ORDINANCE UPDATE - NOV 2025	11/16/2025	1,485.00	1,485.00	12/01/2025
Total 140774:						1,485.00	
<b>140775</b>							
1543	LAW ENFORCEMENT LABOR S	December 202	PD UNION DUES - DEC 2025	12/01/2025	292.00	292.00	12/01/2025
Total 140775:						292.00	
<b>140776</b>							
170	LITTLE FALLS MACHINE INC.	374603	PW PARTS	11/11/2025	218.91	218.91	12/01/2025
Total 140776:						218.91	
<b>140777</b>							
173	MENARDS- BAXTER	57433	PARKS FG STARTER	10/31/2025	182.24	182.24	12/01/2025
173	MENARDS- BAXTER	58341	PW POTHOLE PATCH	11/12/2025	199.76	199.76	12/01/2025
173	MENARDS- BAXTER	58800	CEMETERY WREATH STAND	11/19/2025	12.45	12.45	12/01/2025

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Total 140777:						394.45	
<b>140778</b>							
288	PELICAN TOWNSHIP	100125	REIMBURSEMENT EDGEWATER CIRCLE/ANDERS	10/01/2025	21,630.45	21,630.45	12/01/2025
Total 140778:						21,630.45	
<b>140779</b>							
1645	RATWIK ROSZAK & MALONEY P	80524	LEGAL SERVICES	09/01/2025	646.00	646.00	12/01/2025
1645	RATWIK ROSZAK & MALONEY P	81173	LEGAL SERVICES	11/01/2025	2,318.00	2,318.00	12/01/2025
Total 140779:						2,964.00	
<b>140780</b>							
175	THE OFFICE SHOP	1160207-0	PD DYM LABEL	11/18/2025	45.32	45.32	12/01/2025
175	THE OFFICE SHOP	1160207-1	PD PAPER	11/19/2025	77.29	77.29	12/01/2025
Total 140780:						122.61	
<b>140781</b>							
1274	VERIZON WIRELESS	6128129082	BILL SCHULTZ CELL PHONES 11/11/25 - 12/10/25	11/10/2025	200.96	200.96	12/01/2025
Total 140781:						200.96	
<b>140782</b>							
3377	VICTORY AUTOMOTIVE SERVIC	1404185	PD OIL CHANGE & TIRE BALANCE 2022 FORD EXP	11/03/2025	156.64	156.64	12/01/2025
Total 140782:						156.64	
<b>140783</b>							
3054	WSB	R-022038-000	BUSCHMANN RD & RANCHETTE ENG SERVICES -	11/18/2025	7,704.25	7,704.25	12/01/2025
Total 140783:						7,704.25	
<b>140784</b>							
2937	AT&T MOBILITY	X12032025	PD CELL PHONES 10/26/25 - 11/25/25	11/25/2025	961.12	961.12	12/15/2025

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Total 140784:						961.12	
<b>140785</b>							
3767	BERRY, PATTY & GENE	1231-000 REF	REFUND FOR UTILITY ACCOUNT 1231-000	12/04/2025	9.78	9.78	12/15/2025
Total 140785:						9.78	
<b>140786</b>							
2928	BEST OIL COMPANY	13408	PW DIESEL FUEL	11/25/2025	1,058.97	1,058.97	12/15/2025
2928	BEST OIL COMPANY	13545	PW DIESEL FULE	12/09/2025	653.05	653.05	12/15/2025
2928	BEST OIL COMPANY	74219	PW DIESEL FUEL	12/10/2025	543.36	543.36	12/15/2025
Total 140786:						2,255.38	
<b>140787</b>							
2992	Bill Schultz	2025	SEWER LIFTS MILEAGE 2025	12/09/2025	186.20	186.20	12/15/2025
Total 140787:						186.20	
<b>140788</b>							
19	BLAEDC	268	2ND HALF GOVERNMENT FUNDING 2025	12/05/2025	1,675.00	1,675.00	12/15/2025
Total 140788:						1,675.00	
<b>140789</b>							
26	BRAINERD HYDRAULICS & AIR	37644	PW PARTS	12/01/2025	438.42	438.42	12/15/2025
Total 140789:						438.42	
<b>140790</b>							
2519	BREEZY POINT HARDWARE	38367	PW MARK PAINT	11/21/2025	9.99	9.99	12/15/2025
2519	BREEZY POINT HARDWARE	38407	PW BUCKET/ANCR SHCKL/WINDEX	11/25/2025	31.96	31.96	12/15/2025
2519	BREEZY POINT HARDWARE	38491	PW TAPE	12/04/2025	3.99	3.99	12/15/2025
Total 140790:						45.94	

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<b>140791</b>							
2325	CARGILL INC	2911725273	PW DEICER SALT	11/21/2025	6,983.78	6,983.78	12/15/2025
2325	CARGILL INC	2911738935	DEICER SALT	11/25/2025	2,282.36	2,282.36	12/15/2025
Total 140791:						9,266.14	
<b>140792</b>							
2666	CARLSON, JORY	2025	SEWER LIFTS MILEAGE REIMBURSEMENT 2025	12/03/2025	215.60	215.60	12/15/2025
Total 140792:						215.60	
<b>140793</b>							
2671	CARLSON, NEIL A	FLEET FARM	ROADS ORANGE BUMPER MARKER	12/02/2025	97.07	97.07	12/15/2025
Total 140793:						97.07	
<b>140794</b>							
3763	CASELLE LLC	13334	MAINTENANCE & SUPPORT 12/01/25 - 12/31/25	12/03/2025	718.32	718.32	12/15/2025
Total 140794:						718.32	
<b>140795</b>							
3199	CHARTER COMMUNICATIONS -	175604301120	PD CABLE TV 12/1/25 - 12/31/25	12/09/2025	38.47	38.47	12/15/2025
Total 140795:						38.47	
<b>140796</b>							
359	CROW WING CO LAND SERVIC	9325	E911 ADDRESSING FEES NOV 2025	12/08/2025	75.00	75.00	12/15/2025
Total 140796:						75.00	
<b>140797</b>							
57	Crow Wing County Highway Dept.	9322	CR2 OIL MNDOT	12/05/2025	1,254.46	1,254.46	12/15/2025
Total 140797:						1,254.46	

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<b>140798</b>							
61	Crow Wing Power	34120201OCT	PSB ELEC 10/08/25 - 11/08/25	11/14/2025	540.74	540.74	12/15/2025
Total 140798:						540.74	
<b>140799</b>							
368	CULLIGAN	150-09980418	PD WATER SERVICE	11/30/2025	41.25	41.25	12/15/2025
Total 140799:						41.25	
<b>140800</b>							
3357	Deemer, Richard & Wendy	1565-000 REF	REFUND FOR CREDIT ON UTILITY ACCOUNT 1565	12/04/2025	36.26	36.26	12/15/2025
Total 140800:						36.26	
<b>140801</b>							
2174	FED EX	9-089-60887	PD SHIPPING CHARGES	12/03/2025	19.07	19.07	12/15/2025
Total 140801:						19.07	
<b>140802</b>							
2927	FYLES SATELLITES INC.	14922	PARKS PORTABLE RESTROOM RENTAL 10/15/25 -	12/08/2025	330.00	330.00	12/15/2025
2927	FYLES SATELLITES INC.	14928	PARKS PORTABLE RESTROOM RENTAL 10/16/25 -	12/08/2025	330.00	330.00	12/15/2025
Total 140802:						660.00	
<b>140803</b>							
808	GALLS LLC	022131778	PD UNIFORMS - CREDIT MEMO ACCOUNT 1002211	09/14/2022	53.24-	53.24-	12/15/2025
808	GALLS LLC	032025468	PD UNIFORMS - CREDIT MEMO ACCOUNT 100221	07/24/2025	110.00-	110.00-	12/15/2025
808	GALLS LLC	033224442	PD UNIFORMS ACCOUNT 1002211235	11/20/2025	131.82	131.82	12/15/2025
808	GALLS LLC	033284008	PD UNIFORMS ACCOUNT 1002211235	11/26/2025	185.08	185.08	12/15/2025
Total 140803:						153.66	
<b>140804</b>							
78	GOPHER STATE ONE CALL	5110247	SEWER LOCATES - NOV 2025	11/30/2025	18.90	18.90	12/15/2025

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Total 140804:						18.90	
<b>140805</b>							
95	GrassMaster Professional	116571	CEMETERY MOWING & CLEAN-UP	11/30/2025	250.00	250.00	12/15/2025
Total 140805:						250.00	
<b>140806</b>							
109	HEARTLAND ANIMAL RESCUE	11/2025	ANIMAL IMPOUND FEES - NOV 2025	11/30/2025	333.87	333.87	12/15/2025
109	HEARTLAND ANIMAL RESCUE	34168	HTO - CASE #34168	10/14/2025	17.00	17.00	12/15/2025
109	HEARTLAND ANIMAL RESCUE	34176	HTO - CASE #34176	10/19/2025	200.00	200.00	12/15/2025
109	HEARTLAND ANIMAL RESCUE	34243	HTO - CASE #34243	11/20/2025	34.00	34.00	12/15/2025
109	HEARTLAND ANIMAL RESCUE	34244	HTO - CASE #34244	11/20/2025	34.00	34.00	12/15/2025
Total 140806:						618.87	
<b>140807</b>							
3173	JRS PAINTING & REFINISHING I	220242	PAINTING XYLOPHONE	12/03/2025	470.00	470.00	12/15/2025
Total 140807:						470.00	
<b>140808</b>							
3053	LAKES AREA WILDLIFE CONTR	14927	ANIMAL CONTROL - NOV 2025	11/30/2025	583.50	583.50	12/15/2025
Total 140808:						583.50	
<b>140809</b>							
2720	MARCO TECHNOLOGIES LLC	569536949	PD COPIER LEASE - 11/17/205 - 12/17/25	11/23/2025	143.39	143.39	12/15/2025
2720	MARCO TECHNOLOGIES LLC	570064345	CH COPIER LEASE 11/22/25 - 12/22/25	11/28/2025	288.36	288.36	12/15/2025
Total 140809:						431.75	
<b>140810</b>							
2224	ON SYSTEMS INC	12403	IT SERVICES	12/05/2025	3,649.30	3,649.30	12/15/2025

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Total 140810:						3,649.30	
<b>140811</b>							
3010	Pat Lessman	851344	CEMETERY VETERANS WREATHS 2025	12/05/2025	288.00	288.00	12/15/2025
Total 140811:						288.00	
<b>140812</b>							
113	PELICAN SQUARE INC	1029618	PW KETCHUP/PLATES	12/01/2025	19.94	19.94	12/15/2025
Total 140812:						19.94	
<b>140813</b>							
121	PEQUOT LAKES SANITATION	DEC 2025	PD GARBAGE DEC 2025	11/28/2025	25.10	25.10	12/15/2025
121	PEQUOT LAKES SANITATION	PW DEC 2025	PW GARBAGE SERVICE DEC 2025	11/28/2025	144.43	144.43	12/15/2025
Total 140813:						169.53	
<b>140814</b>							
2911	QUADIENT FINANCE USA, INC.	NOV 2025	POSTAGE PURCHASE 11/06/25	11/27/2025	300.00	300.00	12/15/2025
Total 140814:						300.00	
<b>140815</b>							
239	SADUSKY RENOVATIONS	NOV 2025	BLDG INSPECTOR SERVICES - NOV 2025	12/08/2025	11,314.44	11,314.44	12/15/2025
Total 140815:						11,314.44	
<b>140816</b>							
107	SPARROW CLEANING SERVICE	3850	CH OFFICE CLEANING - NOV 2025	12/09/2025	560.00	560.00	12/15/2025
107	SPARROW CLEANING SERVICE	3851	PD OFFICE CLEANING - NOV 2025	12/09/2025	360.00	360.00	12/15/2025
Total 140816:						920.00	
<b>140817</b>							
3768	STROOT, SCOTT & JANA	1711-000 REF	REFUND FOR UTILITY ACCOUNT 1711-000	12/04/2025	46.67	46.67	12/15/2025

M = Manual Check, V = Void Check

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140817:						46.67	
<b>140818</b>							
175	THE OFFICE SHOP	1160364-0	SEWER - APPT BOOKS	11/25/2025	89.95	89.95	12/15/2025
175	THE OFFICE SHOP	1160456-0	PD DESK CALENDAR	11/26/2025	10.48	10.48	12/15/2025
Total 140818:						100.43	
<b>140819</b>							
1936	US AUTOFORCE	INV001238856	PD TIRES	10/20/2025	157.32	157.32	12/15/2025
1936	US AUTOFORCE	INV001238856	PD TIRES	10/20/2025	552.00	552.00	12/15/2025
Total 140819:						709.32	
<b>140820</b>							
2987	VESTIS	2530478794	CH RUGS - DEC 2025	12/04/2025	121.61	121.61	12/15/2025
2987	VESTIS	2530478795	PD MATS - DEC 2025	12/04/2025	104.95	104.95	12/15/2025
Total 140820:						226.56	
<b>140821</b>							
1632	WIDSETH SMITH NOLTING & AS	242043	BP PARK ENGINEERING FEES THRU 11/14/2025	11/24/2025	1,085.00	1,085.00	12/15/2025
1632	WIDSETH SMITH NOLTING & AS	242054	2026 STREETS IMPROVEMENTS FEASIBILITY THR	11/24/2025	10,018.00	10,018.00	12/15/2025
Total 140821:						11,103.00	
<b>140822</b>							
105	XCEL ENERGY	954751141	PW NATURAL GAS 10/28/25 - 11/26/25	11/26/2025	397.08	397.08	12/15/2025
105	XCEL ENERGY	954803807	PD NATURAL GAS SERVICE 10/28/25 - 11/26/25	11/26/2025	326.39	326.39	12/15/2025
Total 140822:						723.47	
<b>140823</b>							
135	ZIEGLER INC	IN002207284	PW REPAIR 930G	12/10/2025	220.65	220.65	12/15/2025

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140823:						220.65	
<b>140824</b>							
123	AUTO VALUE PEQUOT LAKES	66276152	PW POWER STEERING FLUID/SNOWDRIVER	12/17/2025	135.94	135.94	12/29/2025
Total 140824:						135.94	
<b>140825</b>							
12	AW RESEARCH LABORATORIE	76096	SEWER TESTING	12/12/2025	58.00	58.00	12/29/2025
Total 140825:						58.00	
<b>140826</b>							
2928	BEST OIL COMPANY	43054	PW DIESEL FUEL	12/12/2025	818.61	818.61	12/29/2025
Total 140826:						818.61	
<b>140827</b>							
26	BRAINERD HYDRAULICS & AIR	37423	PW HOSE & PARTS	11/02/2025	60.02	60.02	12/29/2025
Total 140827:						60.02	
<b>140828</b>							
2519	BREEZY POINT HARDWARE	38622	PW FUEL	12/19/2025	77.56	77.56	12/29/2025
Total 140828:						77.56	
<b>140829</b>							
3199	CHARTER COMMUNICATIONS -	156481201120	INTERNET SERVICE 12/08/25 - 01/07/26	12/07/2025	139.98	139.98	12/29/2025
Total 140829:						139.98	
<b>140830</b>							
3302	COLUMN SOFTWARE PBC	6AA024C4-00	P&Z GPN SIP IMPROVEMENT HEARING ICLMHVZIK	12/05/2025	66.30	66.30	12/29/2025
3302	COLUMN SOFTWARE PBC	6AA024C4-00	P&Z ORDINANCES NOTICE OZVHXBVQK59WBW1J	12/08/2025	55.08	55.08	12/29/2025
3302	COLUMN SOFTWARE PBC	6AA024C4-00	FEE SCHEDULE DRHDEIPTKYV72UWWR1SB	12/11/2025	520.54	520.54	12/29/2025

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140830:						641.92	
<b>140831</b>							
61	Crow Wing Power	1438703NOV2	SEWER PLANT ELEC 11/08/25 - 12/08/25	12/14/2025	1,149.58	1,149.58	12/29/2025
61	Crow Wing Power	1439301NOV2	#4 POND - TSF PUMP ELEC 11/08/25 - 12/08/25	12/14/2025	31.68	31.68	12/29/2025
61	Crow Wing Power	1460301NOV2	LIFT PUMP 2 ELEC 11/08/25 - 12/08/25	12/14/2025	51.35	51.35	12/29/2025
61	Crow Wing Power	1501301NOV2	LIFT PUMP 4 ELEC 11/08/25 - 12/08/25	12/14/2025	145.40	145.40	12/29/2025
61	Crow Wing Power	1516802NOV2	CITY HALL/MAINT ELEC 11/08/25 - 12/08/25	12/14/2025	198.53	198.53	12/29/2025
61	Crow Wing Power	1518101NOV2	LIFT PUMB 5 11/08/28 - 12/08/25	12/14/2025	65.35	65.35	12/29/2025
61	Crow Wing Power	1528301NOV2	LIFT PUMP 3 11/08/25 - 12/08/25	12/14/2025	52.83	52.83	12/29/2025
61	Crow Wing Power	1532601NOV2	LIFT PUMP 1 ELEC 11/08/2025 - 12/08/25	12/14/2025	247.08	247.08	12/29/2025
61	Crow Wing Power	33476401NOV	CEMETERY WELL ELECTRIC 11/08/25 - 12/08/25	12/14/2025	47.36	47.36	12/29/2025
61	Crow Wing Power	33770501NOV	LIFT PUMP 6 ELEC 10/08/25 - 11/08/25	12/14/2025	84.42	84.42	12/29/2025
61	Crow Wing Power	33929201NOV	LIFT PUMP 7 ELEC 11/08/25 - 12/08/25	12/14/2025	51.35	51.35	12/29/2025
61	Crow Wing Power	34120201NOV	PSB ELEC 11/08/25 - 12/08/25	12/14/2025	578.70	578.70	12/29/2025
61	Crow Wing Power	34265401NOV	#8 LIFT STATION ELEC 11/08/25 - 12/08/25	12/14/2025	38.82	38.82	12/29/2025
61	Crow Wing Power	34454801NOV	CEMETERY NORTH ELECTRIC 11/08/25 - 12/08/25	12/14/2025	31.92	31.92	12/29/2025
61	Crow Wing Power	34569801NOV	8319 N SPRUCE DR ELECTRIC 11/08/25 - 12/08/25	12/14/2025	32.00	32.00	12/29/2025
61	Crow Wing Power	34613101NOV	LIFT PUMP 9 ELEC 11/08/25 - 12/08/25	12/14/2025	36.71	36.71	12/29/2025
61	Crow Wing Power	35276301NOV	FISHING PIER ELECTRIC 11/08/25 - 12/08/25	12/14/2025	10.00	10.00	12/29/2025
61	Crow Wing Power	36058101NOV	CITY HALL ELEC 11/08/25 - 12/08/25	12/14/2025	684.00	684.00	12/29/2025
Total 140831:						3,537.08	
<b>140832</b>							
2893	CTC	21709912	PHONE SERVICE	12/12/2025	734.54	734.54	12/29/2025
Total 140832:						734.54	
<b>140833</b>							
2174	FED EX	9-098-21557	PD SHIPPING CHARGES	12/10/2025	9.00	9.00	12/29/2025
Total 140833:						9.00	
<b>140834</b>							
173	MENARDS- BAXTER	61013	PW 2.5 GAL DEF	12/17/2025	113.51	113.51	12/29/2025

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140834:						113.51	
<b>140835</b>							
3300	NCPERS Group Life Ins	357500092025	PERA ADDT'L LIFE INS PREMIUMS - SEPT2025	08/01/2025	80.00	80.00	12/29/2025
3300	NCPERS Group Life Ins	357500122025	PERA ADDT'L LIFE INS PREMIUMS - DEC 2025	11/01/2025	96.00	96.00	12/29/2025
Total 140835:						176.00	
<b>140836</b>							
3769	O'SHAUGHNESSY, JOSEPH	1874-000 REF	REFUND FOR CREDIT ON UTILITY ACCOUNT 1874	12/17/2025	53.00	53.00	12/29/2025
Total 140836:						53.00	
<b>140837</b>							
1068	PAPER STORM	31311	PD SHREDDING SERVICE	12/16/2025	67.60	67.60	12/29/2025
Total 140837:						67.60	
<b>140838</b>							
1188	PRATT, ROBERT C.	2025	SEWER MILEAGE REIMBURSEMENT 2025	12/16/2025	254.80	254.80	12/29/2025
Total 140838:						254.80	
<b>140839</b>							
1645	RATWIK ROSZAK & MALONEY P	81421	LEGAL SERVICES - DEC 2025	12/01/2025	1,330.00	1,330.00	12/29/2025
Total 140839:						1,330.00	
<b>140840</b>							
3216	RUST, JANETTE	3RD QTR 202	MILEAGE REIMBURSEMENT 3Q 2025	12/12/2025	31.50	31.50	12/29/2025
Total 140840:						31.50	
<b>140841</b>							
155	TDS TELECOM	DEC 2025	INTERNET SERVICE 12/13/25 - 01/12/26	12/17/2025	149.00	149.00	12/29/2025

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Vendor Number	Payee	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Issue Date
Total 140841:						149.00	
<b>140842</b>							
175	THE OFFICE SHOP	1160207-2	PD LABEL STICKERS	12/18/2025	18.45	18.45	12/29/2025
Total 140842:						18.45	
<b>140843</b>							
3765	TRANSWEST INC	900S12204	PW DUMPTRUCK ENGINE RECALLS	12/16/2025	810.90	810.90	12/29/2025
Total 140843:						810.90	
<b>140844</b>							
1274	VERIZON WIRELESS	6130640033	PW CELL PHONES 12/11/25 - 1/10/26	12/10/2025	200.96	200.96	12/29/2025
Total 140844:						200.96	
<b>140845</b>							
3377	VICTORY AUTOMOTIVE SERVIC	1404525	PD OIL CHANGE & TIRE BALANCE 2024 CHEVY TA	12/19/2025	82.55	82.55	12/29/2025
3377	VICTORY AUTOMOTIVE SERVIC	1404547	PD 2020 FORD EXP OIL CHG	12/26/2025	40.90	40.90	12/29/2025
Total 140845:						123.45	
<b>140846</b>							
1632	WIDSETH SMITH NOLTING & AS	241822	CH REMODEL & ADD ENG FEES THRU 11/14/25	11/24/2025	2,300.20	2,300.20	12/29/2025
Total 140846:						2,300.20	
<b>140847</b>							
3054	WSB	R-022038-000	BUSCHMANN RD & RANCHETTE ENG SERVICES -	12/11/2025	4,088.75	4,088.75	12/29/2025
Total 140847:						4,088.75	
Grand Totals:						171,807.19	

## **Breezy Point City Council December 1, 2025 – 6:30 pm Regular Meeting Minutes**

Mayor Roggenkamp called the Regular City Council meeting to order at 6:30 PM on Monday, December 1, 2025.

The Pledge of Allegiance was recited by all present.

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

### **Open Forum**

Kerry Werlinger 30595 Airport Road expressed concerns about the new short-term rental inspection requirements and fees.

Dolores Lafollette 30378 N Birchwood Drive addressed the council about the feral cat issue in the city.

Mara Lundquist 30505 Airport Road spoke about the short-term rental fees and inspection requirements.

Brian Lee owner of 9168 Indian Hill talked about the new short-term rental regulations.

John Stanchfield from Surfside Condominiums spoke in support of VRBO owners.

Carvin Buzzell, who owns property at 30539 N Lakeview Drive, suggested the council reconsider the fee for 2026 short term rental license.

Bill Toft 31877 Green Scend Drive shared information on the general obligation bond.

### **Consent Agenda**

Mayor Roggenkamp read the items on the consent agenda.

- Minutes from November 3, 2025 Regular City Council Meeting
- Claims totaling \$185,435.23 (Checks 140716-140760 and eChecks 4039-4057)
- Approve 2026 Meeting Calendar
- Approve 2026 Minnesota Paid Leave Policy
- Resolution 34-2025 Supporting Pursuit and Submission of 2025 Local Road Improvement.
- Resolution 34-2025 Approve Joint Powers Agreement and Court Services Agreement

Council Member Jensen requested that item 5G (Ordinance No. 01-2025 approving 2026 Fee Schedule) be removed from the consent agenda and placed under Business Items as 7C.

*Council member Ball moved to approve the consent agenda as amended, seconded by Council member Jensen. The motion carried unanimously 5-0.*

## Public Hearing 2026 Truth in Taxation

Mayor Roggenkamp Opened Public Hearing at 7:02 pm

Administrator Polsfuss presented an overview of the proposed 2026 budget and tax levy. The final 2026 proposed levy was 9.15%, slightly lower than the preliminarily approved levy. The administrator presented a breakdown of the city services and how the levy increase would be spent in each department. The tax rate would be 36.21%.

Duane Wallen 11446 County Road 11 expressed concern about his property tax increase.

Public Comment was Closed at 7:17 pm

Council discussed.

*Motion by Council Member Moroni, seconded by Council Member Jensen, to adopt Resolution No. 36-2025 adopting the final budget and levy for 2026 at \$3,694,760. Motion carried 4-1, Scott with the opposing vote.*

## Public Hearing on Proposed Park Dedication Fee

Mayor Roggenkamp Opened the Public Hearing at 7:24 pm.

Administrator Polsfuss explained that the council had directed staff in June to revise the park dedication fee to include a per dwelling unit alternative fee. These fees are required from developers when new subdivisions or developments add households, increasing demand on public parks and recreation areas. The proposed ordinance amendment included a per dwelling unit fee of \$500.

No public comments were received during this hearing.

The Hearing was Closed at 7:26 pm

Planning and Zoning Administrator Jerry Bohnsack explained that the fee was developed to address density considerations in subdivisions. He noted that current zoning required new subdivisions to have 2.5-acre lots, which limited density, so the per-dwelling fee approach was meant to create fairness between different types of developments. The \$500 amount was based on similar fees in neighboring communities.

*Motion by Council Member Jensen, seconded by Council Member Ball, to approve Ordinance 02-2025 amending the Park Dedication fee as presented. Motion carried 4-1, Scott Opposed.*

## Public Hearing on Proposed Assessments for Edgewater Circle Project

Public Hearing was Opened at 7:31 pm

Administrator Polsfuss reported that on July 7, 2025, the City Council had held a public hearing on the street reconstruction of Edgewater Circle. The council had determined that this project would be assessed once the new special assessment policy was approved. With that policy now in place, the assessment for this project was calculated at \$10,000 to the benefiting property owner.

No public comments were received during this hearing.

The Hearing was Closed at 7:33 pm

*Motion by Council Member Jensen, seconded by Council Member Moroney, to approve Resolution 37-2025 adopting \$10,000 assessment for the 2025 Edgewater Circle Street Reconstruction Improvement Project. Motion carried 5-0.*

### Resolution 38-2025 Approve Appointments and Designations

Administrator Polsfuss explained that each year, the council makes appointments and designations for commission members, committee members, council liaisons, board members, and other designations as required.

Mayor Roggenkamp thanked those who had applied to serve on committees and encouraged other citizens interested in serving to contact city staff for more information. He also thanked council members for stepping forward to serve as liaisons on various committees.

*Motion by Council Member Moroni, seconded by Council Member Ball, to approve Resolution 38-2025 approving appointments and designations. Motion carried 5-0.*

### Resolution 39-2025 Receiving Feasibility Report and Calling Hearing on Improvement for 2026 Street Improvement

Nick Peterson from the Widseth engineering firm presented the feasibility report authorized by the council on October 6, 2025. The report evaluated the feasibility of improving Bluebird Lane, Piney Way, and Wren Drive based on the 2026 street budget and capital improvement plan.

Peterson outlined the existing conditions of the roads, noting that Bluebird Lane and Piney Way were last improved in 1978, while Wren Drive was last recorded as improved in 2004. He recommended televising the sanitary sewers on all three roads to address any potential issues under the pavement. The proposed improvements included drainage enhancements for Bluebird Lane and Piney Way, with no extensions to the roadway widths. Peterson noted a potential issue regarding drainage easements on Bluebird Lane that might affect the city's share of costs but would likely not change the estimated assessment costs.

*Motion by Council Member Jensen, seconded by Council Member Ball, to approve Resolution 39-2025 receiving feasibility report and calling hearing on improvement for 2026 street improvement. Motion carried 5-0.*

## Ordinance 01-2025 to Approve 2026 Fee Schedule

Council discussion focused on the short-term rental fees and inspection requirements that had been raised during the open forum.

Mayor Roggenkamp recommended maintaining the previous year's fee for short-term rentals rather than implementing the increase, and suspending the inspection requirements to allow staff to revisit these issues and gather more input from rental property owners.

*Motion by Council Member Moroni, seconded by Council Member Ball, to approve Ordinance No. 01-2025 approving the 2026 fee schedule as amended to maintain the previous year's fee for short-term rental license at \$300. Motion carried 5-0.*

## Information Meeting Street Improvement Project

Administrator Polsfuss announced that city staff would hold an informational meeting at city hall on December 15 at 5:00 pm regarding the proposed 2026 street improvement project. The goal of meeting with property owners, gathering feedback, and making any necessary changes to the feasibility report. Virtual attendance would be available, and mailers would be sent to property owners.

## Move to Closed Session

Pursuant to Minnesota State Statute 13D.05, subdivision 3(a); City Administrator 6-month performance review.

The council moved to closed session at 7:36 pm for the City Administrator's six-month performance review, pursuant to Minnesota State Statute 13D.05, subdivision 3(a).

## Adjourn

The meeting was adjourned at 7:41 pm



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 5, Item C.

<p><b>Prepared By:</b> Allie Polsfuss, City Administrator on behalf of the Personnel Committee</p>	<p><b>Meeting Date:</b> January 5, 2026</p>	<p><b>Item Name:</b> City Administrator Performance Review Summary</p>
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**BACKGROUND**

City Administrator Allie Polsfuss has been in her role since July 1, 2025 and underwent her 6 month performance evaluation.

**OVERVIEW**

On December 1, 2025, the City Council met with Allie Polsfuss to review her performance in the City Administrator role over the past six months. The evaluation was completed by five council members and four direct reports and copy of the performance review was provided to the City Council. The meeting was closed in accordance with State Statute 13D.05, Sub 3(a.). The summary of the meeting as required by state statute is below.

The performance review was completed by four direct reports and five City Council members. The compiled results of the review were positive, with all categories “Meeting or Exceeding” expectations. Based on the results of the performance review and City Administrator Employment Contract, Polsfuss is eligible for a step increase on January 1, 2026.

**STAFF RECOMMENDATION**

Approve the summary of the City Administrator 6-month performance review.



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 5, Item D.

<b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i>	<b>Meeting Date:</b> <i>January 5, 2026</i>	<b>Item Name:</b> <b><i>Not to Waive Tort liability</i></b>
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### **BACKGROUND**

When the City renews its insurance through the League of Minnesota Cities Insurance Trust, LMCIT asks the City to review whether or not we want to waive municipal tort liability limits. This decision is an annual election made by the City Council.

### **OVERVIEW**

The City has not waived the monetary tort limits in the past. The City has liability coverage in the amount of \$2,000,000. This is the standard amount provided by LMCIT. The City can carry additional excess liability coverage without waiving the statutory tort limits. As you may recall we had additional coverage beyond this for paramedic coverage as well. This additional coverage is now limited to the contract alone.

The State of Minnesota has established tort limits for cities. Currently the limit established as a single claimant is \$500,000. The total tort liability with multiple claimants for a single occurrence is \$1,500,000. The league increased its minimum liability coverage for cities to \$2,000,000. The minimum was increased in part to protect cities and also to provide additional coverage for those claims that are not covered by the statutory tort limit. If the City does not waive the statutory limit we have coverage up to that amount for a claim that is not subject to the tort limits.

If the council chooses to waive the limits, a single claimant could potentially recover up to \$2,000,000 for a single occurrence, and there is not limit to the number of claimants per occurrence. In this case, excess coverage would need to be purchased in increments of \$1,000,000 up to \$5,000,000. Underwriting would need to determine our additional costs.

Again, the City has never waived the tort liability limit, and staff recommends we continue this practice.

### **STAFF RECOMMENDATION**

Not waive the statutory tort liability limits for 2026.



# CITY COUNCIL MEETING

## AGENDA ITEM

<b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i>	<b>Meeting Date:</b> <i>January 5, 2026</i>	<b>Item Name:</b> <b>Approve MN Pay Equity Implementation Report</b>
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### **BACKGROUND**

In 1984, the State of Minnesota adopted pay equity legislation under the Local Government Pay Equity Act [M.S. 471.991-471.999 and Minnesota Rules, Chapter 3920], which was intended to correct the historic gender bias in wages paid to female employees. The law requires that every political subdivision in the state of Minnesota establish “equitable compensation relationships” between male-dominated, female dominated, and balanced classes of employees.

Current legislation requires political jurisdictions to formally report certain compensation information to the Minnesota Management & Budget office (MMB) every three years. The submitted report is used by MMB to determine if these equitable compensation relationships exist within our jurisdiction only.

### **OVERVIEW**

The City of Breezy Point has consistently been found in compliance with the mandated pay equity regulations, and city staff believes the current report will also be in compliance. Pay equity implementation reports must be approved by the City Council and submitted to MMB for approval by January 31, 2026. The submitted report must show data in place as of December 31, 2025. The information is submitted online, and two additional reports are attached:

- Compliance Report
- Job Class Data List

The monthly salary items listed are the minimum and maximum pay ranges for the grade level in which each of the job titles fall within our pay system/structure, not actual salaries for employees.

MMB will review the submitted Pay Equity Implementation Report, and then notify the city whether or not it’s in compliance with the pay equity law. The review by MMB could possibly take until Summer/Fall 2026 to receive a response, according to the information provided.

Jurisdictions receiving an “out of compliance” notice will have an opportunity to make adjustments and come into compliance. Any jurisdiction not in compliance within the allotted time will receive a second notice of being “out of compliance” and will then be subject to penalty. No penalties or other negative consequences will occur before receiving an “out of compliance” notification.

### **STAFF RECOMMENDATION**

City staff recommends approval of the City of Breezy Point Pay Equity Implementation Report for salary data in place as of December 31, 2025, and to submit the complete PEIR to the Minnesota Management & Budget office no later than January 31, 2026.

# Compliance Report

Jurisdiction: Breezy Point  
8319 County Road 11

Report Year: 2026  
Case: 1 - 2025 Data (Private (Jur Only))

Breezy Point, MN 56472

Contact: Allie Polsfuss

Phone: (218) 562-4441

E-Mail: apolsfuss@cityofbreezy pointmn.us

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	7	5	0	12
# Employees	13	5	0	18
Avg. Max Monthly Pay per employee	8282.08	8214.60		8263.33

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 107.1429 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	4	3
b. # Below Predicted Pay	3	2
c. TOTAL	7	5
d. % Below Predicted Pay (b divided by c = d)	42.86	40.00

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 16	Value of T = 0.435
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- a. Avg. diff. in pay from predicted pay for male jobs = -30
- b. Avg. diff. in pay from predicted pay for female jobs = -135

## III. SALARY RANGE TEST = 100.00 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 10.00
- B. Avg. # of years to max salary for female jobs = 10.00

## IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

- A. % of male classes receiving ESP = 0.00 \*
  - B. % of female classes receiving ESP = 0.00
- \*(If 20% or less, test result will be 0.00)

## Job Class Data Entry Verification List

Case: 2025 Data

Breezy Point

LGID: 486

Job Nbr	Class Title	Nbr Males	Nbr Females	Non-Binary	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
3	Police Admin Secretary	0	1		F	225	4910.00	6407.00	10.00	19.00	
13	Administrative Assistant	0	1		F	238	4910.00	6407.00	10.00	0.00	
1	Public Works Worker	4	0		M	252	5008.00	6535.00	10.00	13.00	
4	Deputy Clerk/Office Manager	0	1		F	276	5131.00	6696.00	10.00	7.00	
8	Assist Public Works Supervisor	1	0		M	282	6104.00	7965.00	10.00	10.00	
5	Finance Specialist	0	1		F	284	6024.00	7860.00	10.00	2.00	
6	Police Officer	2	0		M	288	5852.00	7637.00	10.00	3.00	
7	Police Paramedic	3	0		M	335	6578.00	8584.00	10.00	6.00	
10	Police Sergeant	1	0		M	365	7810.00	10192.00	10.00	20.00	
9	Public Works Supervisor	1	0		M	368	7722.00	10076.00	10.00	13.00	
11	Police Chief	1	0		M	442	9402.00	12268.00	10.00	26.00	
12	City Administrator	0	1		F	540	10501.00	13703.00	10.00	0.00	

**Job Number Count: 12**

**RESOLUTION 01-2026**

**CITY OF BREEZY POINT MINNESOTA**

**RESOLUTION TO ADOPT THE 2025 CROW WING COUNTY  
HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Breezy Point recognizes the threat of natural hazards to people and property within the City of Breezy Point; and

**WHEREAS**, the City of Breezy Point has participated in the development of the 2025 Crow Wing County Hazard Mitigation Plan in accordance with Federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

**WHEREAS**, the 2025 Crow Wing County Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property within the City of Breezy Point from the impacts of future hazards and disasters; and

**WHEREAS**, by adoption by the City of Breezy Point demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2025 Crow Wing County Hazard Mitigation Plan,

**WHEREAS**, approval of the 2025 Crow Wing County Hazard Mitigation Plan by the Federal Emergency Management Agency (FEMA) will make Crow Wing County and participating jurisdictions eligible to apply for FEMA Hazard Mitigation Assistance grants; and

**NOW THEREFORE BE IT RESOLVED** that the City of Breezy Point supports the hazard mitigation planning effort and wishes to adopt the 2025 Crow Wing County Hazard Mitigation Plan.

This Resolution was declared duly passed and adopted and was signed by the City of Breezy Point this 5<sup>th</sup> day of January, 2026.

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

Rebecca Olson-Ball \_\_\_\_\_

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

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

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

Attest:

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

\_\_\_\_\_  
Allie Polsfuss, City Administrator/Clerk

RESOLUTION 02 -2026  
A RESOLUTION PROVIDING FOR ANNUAL DELEGATION OF AUTHORITY TO MAKE  
ELECTRONIC FUND TRANSFERS FOR 2025

WHEREAS, at appropriate times is it necessary for the City staff to transfer funds to conduct regular City Business; and

WHEREAS, the transfer of funds is done electronically; and

WHEREAS, Minnesota State Statue 471.38, Subd. 3 requires that cities make an annual delegation of authority to make electronic funds transfer to a Chief Financial Officer.

NOW THEREFORE BE IT RESOLVED that the City Administrator/Clerk is designated with the authority to make electronic funds transfer.

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

Rebecca Olson-Ball \_\_\_\_\_

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

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

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

Adopted this 5<sup>th</sup> day of January 2026

Attest:

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

\_\_\_\_\_  
Allie Polsfuss, City Administrator/Clerk

RESOLUTION 03-2026  
CITY OF BREEZY POINT

A RESOLUTION ACCEPTING THE DONATION OF \$300.00 FROM THE PELICAN LAKES  
CONSERVATION CLUB FOR WREATHS TO BE PLACED AT THE PELICAN WOODS  
CEMETERY

WHEREAS, the Pelican Lakes Conservation Club has donated \$300.00 to the City of  
Breezy Point Pelican Woods Cemetery for the placement of wreaths.

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

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

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

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

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

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

Adopted this 5th Day of January 2026

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

Attest:

\_\_\_\_\_  
Allie Polsfuss, City Administrator/Clerk



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 5, Item1.

<b>Prepared By:</b> <i>Joe Zierden, Public Works Supervisor</i>	<b>Meeting Date:</b> <i>1/5/2026</i>	<b>Item Name:</b> <b><i>Proposal for Sanitary Sewer Metering- Mag Meter at Sewer Plant</i></b>
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### **BACKGROUND/DISCUSSION**

Currently wastewater influent is measured at the lift station #1 based on pump run times and is within approximately 10% to 15% of actual quantities of effluent received. During the sewer plant study performed earlier this year, this was identified as a liability to data collection and mag meter was suggested in the sewer plant study recommendations as a solution, delivering over 99% percent accuracy.

An estimate of \$60,000 was included in the 2026 budget for the design and installation of mag meters, though final cost would be determined through bidding the project.

### **FINANCIAL IMPACT**

\$6,000 - \$14,000 for bid package from Widseth.

### **STAFF RECOMMENDATION**

Proceed as presented by Widseth in the Proposal for Sanitary Sewer Metering Improvements

December 30, 2025

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

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

218.829.5117  
 Baxter@Widseth.com  
 Widseth.com

**Re: Proposal for Sanitary Sewer Metering Improvements**

Honorable Mayor and City Council Members:

In response to staff request, we are pleased to submit a proposal for the metering improvements for the City sanitary sewer collection system. WIDSETH recommended to have metering devices installed as a part of the Executive Summary of the Facility Plan for the Wastewater Treatment Facility. We understand there are two sources of influent into the Facility that require metering, one from Lift Station 1, and the other from the Campground Lift Station. The two influent sources enter the Facility in the same general area but from different directions. Electrical service availability and existing forcemain location will be important factors in the design process.

**Sanitary Sewer Metering Improvements**

WIDSETH will provide the following services for the listed fee:

- Topographic Survey – Conduct a topographic survey of the area including marked utilities, as well as obtain property boundary information to be included in the plans.
- Design Services – Provide the following services and construction documents along with specifications for bidding:
  - Preliminary Investigation – meet with City staff and acquire any additional record drawings of the existing pipe layout
  - Standard Details – Sheets including general project information, notes, and detail references.
  - Existing Conditions & Removals – A plan identifying any necessary removals to accomplish the installation, and other site features gathered from the survey.
  - Erosion Control Plan – This plan will include a site layout of BMP’s (Best Management Practices, i.e. silt fence, silt flotation curtain, etc.) and BMP details.
  - Site Utility Plan – A plan identifying the proposed improvements, including notes, existing and proposed site features.
  - MPCA Plan Review – Submit plans to the MPCA for review if required
- Construction Administration Services – WIDSETH will provide the following construction administration services:
  - Preparation of quote package
  - Assistance with execution of contract documents
  - Coordinate pre-construction conference
  - Part time construction observation
  - Review contractor material submittals
  - Submitting pay applications to the City for review


WIDSETH proposes to perform Topographic Survey and Engineering Services described above on an hourly basis, in accordance with the attached fee schedule, for the **Not to Exceed Amount of \$14,000** and to perform Construction Administration Services described above on an hourly basis for the **Hourly Estimated Amount of \$6,000**. We propose to have the design completed within 75 days of the Notice to Proceed. If you agree with our proposed scope of services, please sign and return one copy of this letter to us as our authorization to proceed.

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

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

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

  
\_\_\_\_\_  
Nick Peterson, P.E.

  
\_\_\_\_\_  
Dave Reese, P.E. 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.

<b>Sanitary Sewer Metering Improvements</b>	<b>Hourly Not-to-Exceed</b>	<b>\$14,000</b>
	<b>Hourly Estimated</b>	<b>\$6,000</b>

Accepted by **City of Breezy Point**

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

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

# WIDSETH

## 2026 FEE SCHEDULE

CLASSIFICATION	RATE
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

OTHER EXPENSES	RATE
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%

REPRODUCTION COSTS	
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.**

# General Provisions of Professional Services Agreement

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

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

## ARTICLE 1. PERIOD OF SERVICE

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

## ARTICLE 2. SCOPE OF SERVICES

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

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

## ARTICLE 3. COMPENSATION TO WIDSETH

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

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

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

## ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

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

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

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

## ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

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

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

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

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

**ARTICLE 7. CLIENT'S RESPONSIBILITIES**

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

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

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

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

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

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

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

**ARTICLE 8. OPINIONS OF COST**

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

**ARTICLE 9. CONSTRUCTION PHASE SERVICES**

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

**ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS**

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

**ARTICLE 11. REVIEW OF PAY APPLICATIONS**

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

**ARTICLE 12. REQUESTS FOR INFORMATION (RFI)**

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

**ARTICLE 13. CONSTRUCTION OBSERVATION**

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

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

**ARTICLE 14. BETTERMENT**

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

**ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES**

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

**ARTICLE 16. CONTINGENCY FUND**

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

**ARTICLE 17. INSURANCE**

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

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

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

**ARTICLE 18. ASSIGNMENT**

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

**ARTICLE 19. NO THIRD-PARTY BENEFICIARIES**

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

**ARTICLE 20. CORPORATE PROTECTION**

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

**ARTICLE 21. CONTROLLING LAW**

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

**ARTICLE 22. ASSIGNMENT OF RISK**

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

**ARTICLE 23. NON-DISCRIMINATION**

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

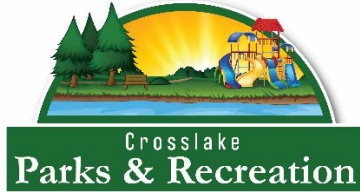
**ARTICLE 24. SEVERABILITY**

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

**ARTICLE 25. PRE-LIEN NOTICE**

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

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



City of Crosslake  
Parks and Recreation Department  
14126 Daggett Pine Rd  
Crosslake, MN 56442

(218) 692 - 4271  
*City Hall* (218) 692 - 2688

Good afternoon,

As part of the SS4A grant-funded Brainerd Lakes Area Vulnerable Users Plan, each partner community is asked to formally adopt the attached resolution confirming participation as a Co-Applicant.

Please review the resolution and present it to your governing body for consideration. Once adopted, return a signed copy to me at your earliest convenience.

This resolution reaffirms your commitment to collaborate in the development of a regional safety plan that will position our communities to pursue future SS4A implementation funding for priority transportation safety projects.

Participation in this effort comes at no cost to your city or township. What we need most is your invaluable local knowledge and insight into where people live, work, and travel; where they encounter safety concerns; and what types of improvements could make active transportation more feasible and enjoyable in your community.

If you have any questions or need assistance, please feel free to reach out.

Thank you for your partnership in this important regional effort.

Sincerely,

A handwritten signature in black ink, appearing to read "TJ Graumann".

TJ Graumann  
Director of Parks, Recreation & Library  
tgraumann@cityofcrosslake.org  
(218) 692 - 5270

**CITY OF BREEZY POINT  
RESOLUTION NO. 06-2026**

**RESOLUTION REGARDING SS4A GRANT-FUNDED BRAINERD LAKES AREA VULNERABLE  
USERS PLAN**

WHEREAS, the City of Breezy Point is responsible for providing safe and equitable streets, trails, and transportation facilities that connect people, goods, and services throughout the community; and

WHEREAS, communities within the Brainerd Lakes Area, including those located in northern Crow Wing County and eastern Cass County, share similar responsibilities for ensuring the safety of all transportation users; and

WHEREAS, the U.S. Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) program to support the development of comprehensive safety action plans with a focus on reducing serious injuries and fatalities, particularly among vulnerable users such as pedestrians, bicyclists, and other non-motorized travelers; and

WHEREAS the City of Crosslake received \$200,000 in federal funding through the SS4A program and \$50,000 from state match funding for a federal IIJA Safe Streets for All Planning discretionary grant; and

WHEREAS, the SS4A program allows for Co-Applicants to collaborate in regional planning efforts; and

WHEREAS, the City of Crosslake has agreed to serve as the Fiscal Agent for the Brainerd Lakes Area Vulnerable Users Plan and to lead coordination efforts on behalf of participating Co-Applicants; and

WHEREAS, the City of Crosslake seeks formal confirmation from participating communities and partner organizations of their intent to actively contribute to the Brainerd Lakes Area Vulnerable Users Plan and to assist Crosslake in this regional effort; and

WHEREAS, the City of Crosslake and all Co-Applicants assures that this desired plan will meet the requirements of the SS4A Discretionary Program to allow priority projects, identified in the planning process, to receive future SS4A capital grant funding; and

WHEREAS, in order to comply with the competitive bidding requirements of Minnesota Statute 471.345, a Request for Proposals (RFP) will be solicited for professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City of Breezy Point formally reaffirms its commitment to lead and administer the Brainerd Lakes Area Vulnerable Users Plan under the SS4A Planning Grant, and requests that partnering entities confirm their participation as Co-Applicants and collaborate in developing a comprehensive, actionable plan to improve safety for all transportation users across the Brainerd Lakes Area.

ADOPTED THIS 5<sup>th</sup> DAY OF January, 2026.

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

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

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

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

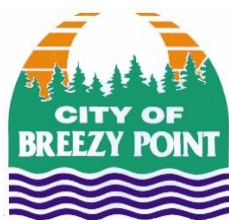
Michael Moroni: \_\_\_\_\_

Adopted this 5th Day of January 2026

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

Attest:

\_\_\_\_\_  
Allie Polsfuss, City Administrator/Clerk



# County Road 11 and Eagle View Elementary Site Circulation Study

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# Overview

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Study Overview

Goals and Objectives

Alternatives

Engagement

Evaluation

Recommendation



# Project Schedule

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# Project Overview

## SCHOOL OPERATIONS



Parent Pick-Up and Drop-Off occurs within the parking lot on site, entering and exiting via the western access point on County Road 11.



Buses enter and exit school property via the eastern access point on County Road 11.



Parent pick-up and drop-off utilizes multiple lanes of the existing west parking lot. Drivers experience excessive delay leaving school property.



Horizontal and vertical curves make visibility exiting school property difficult.

## QUICK FACTS

- Average non-school peak speed on County Road 11: 50 - 55 mph
- Average school peak speed on County Road 11: 40-42 mph



Summer months can increase daily traffic by up to 20% on County Road 11.



Crashes have occurred at the school access points, as well as along County Road 11, increasing in recent years.

## STUDY AREA CONSIDERATIONS

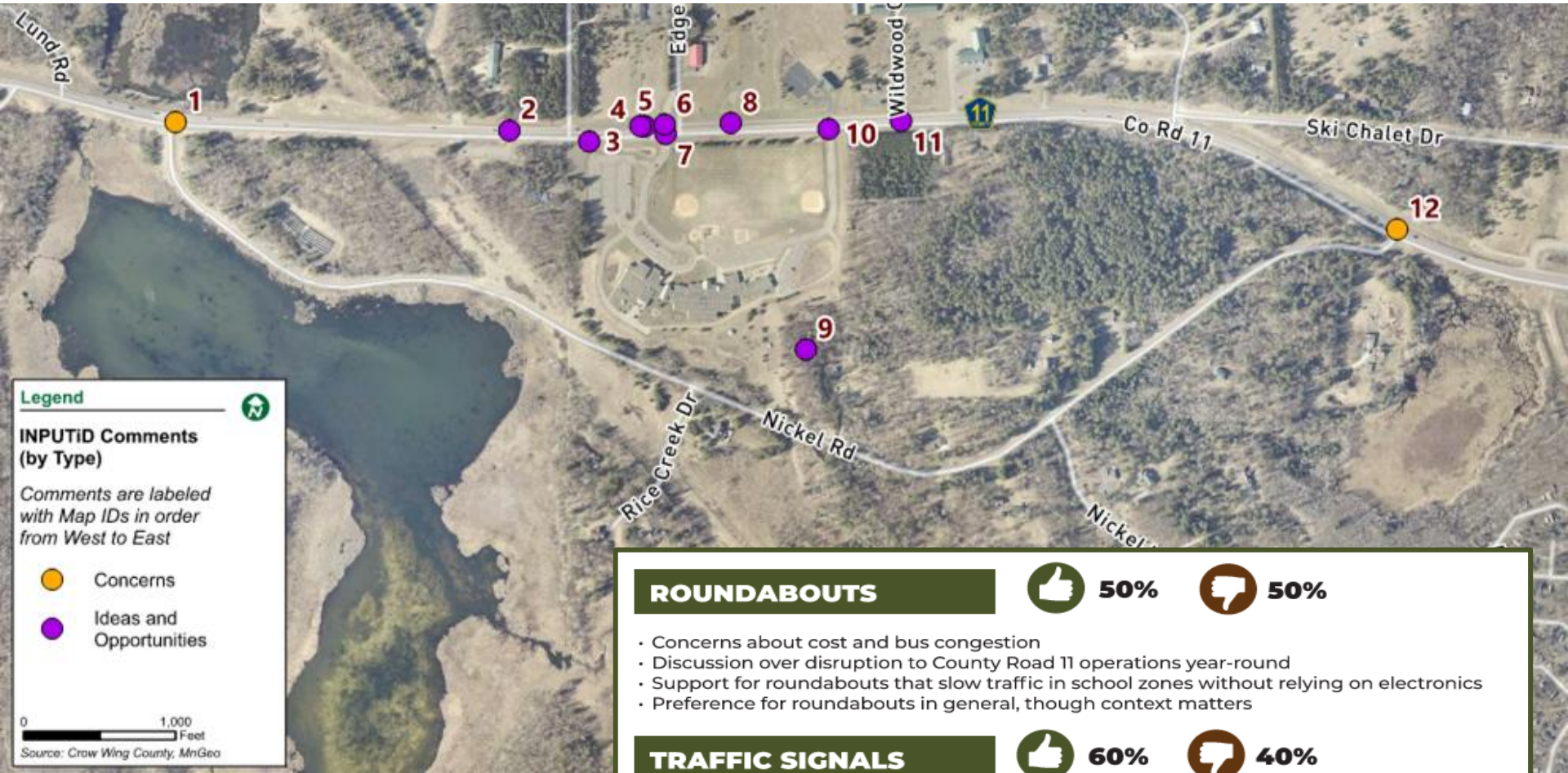


# Project Goals

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- Establish a shared vision for a **collaborative system**
  - Serves the current and future needs of all users for both the school and the County Road
- Develop **safe and functional** alternatives for County Road 11 during all times of the year
- Maintain **acceptable access** points for nearby properties
- Establish **safe and efficient facilities on the school site**
  - Accommodate parent pick-up and drop-off in addition to busing

# Public Engagement



## ROUNDABOUTS

**50%**

**50%**

- Concerns about cost and bus congestion
- Discussion over disruption to County Road 11 operations year-round
- Support for roundabouts that slow traffic in school zones without relying on electronics
- Preference for roundabouts in general, though context matters

## TRAFFIC SIGNALS

**60%**

**40%**

- Traffic signals as a more practical and cost-effective solution
- Suggestion to use temporary construction lights to test effectiveness
- Employ traffic signals that activate only to allow bus movements

# Alternatives CSAH 11

Single Lane Roundabout(s)

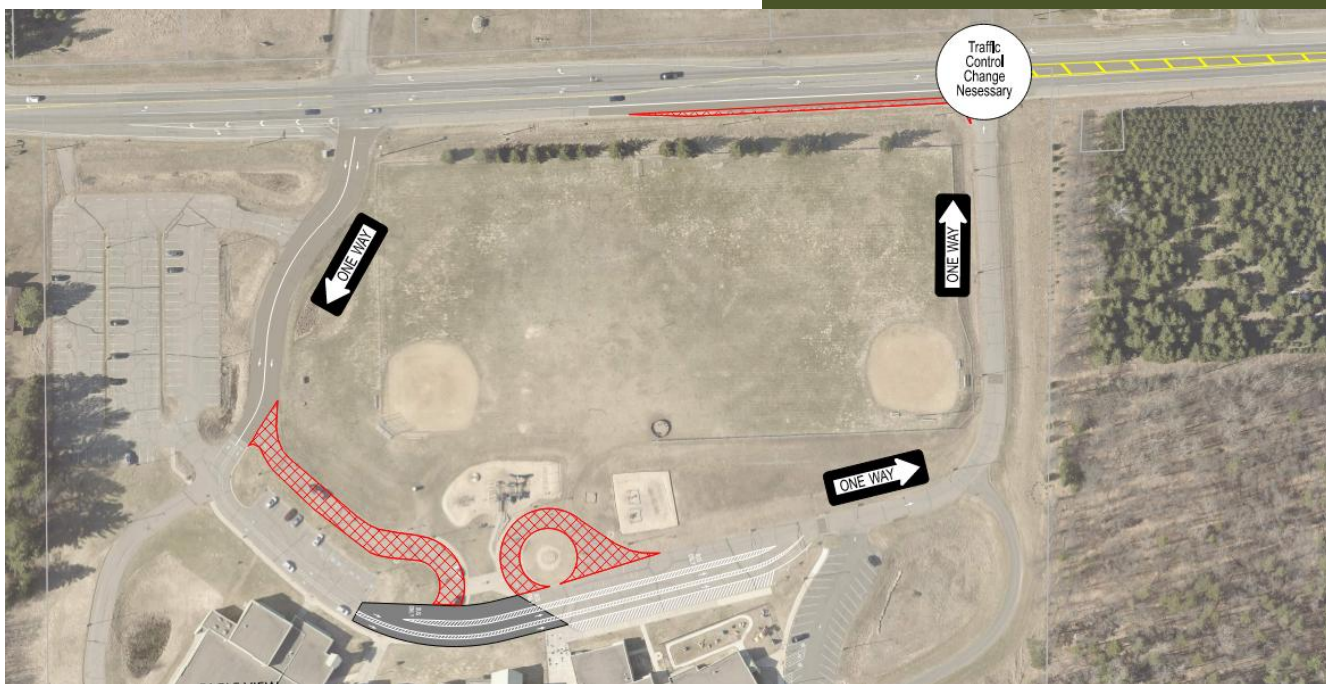


Signalized Intersection(s)



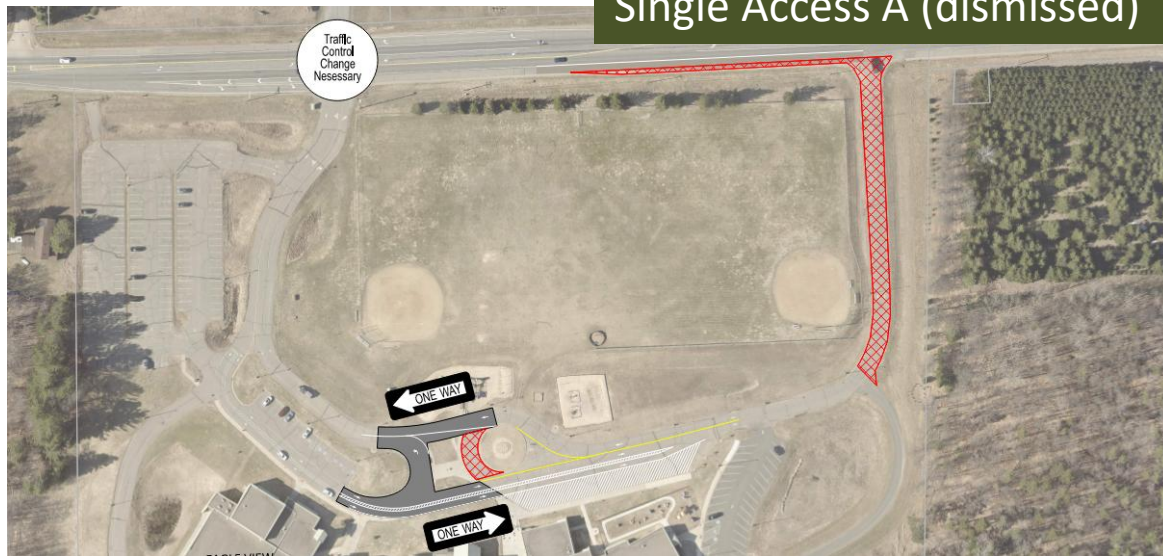
# Alternatives School Site

## One Way Loop



# Alternatives School Site

Single Access A (dismissed)

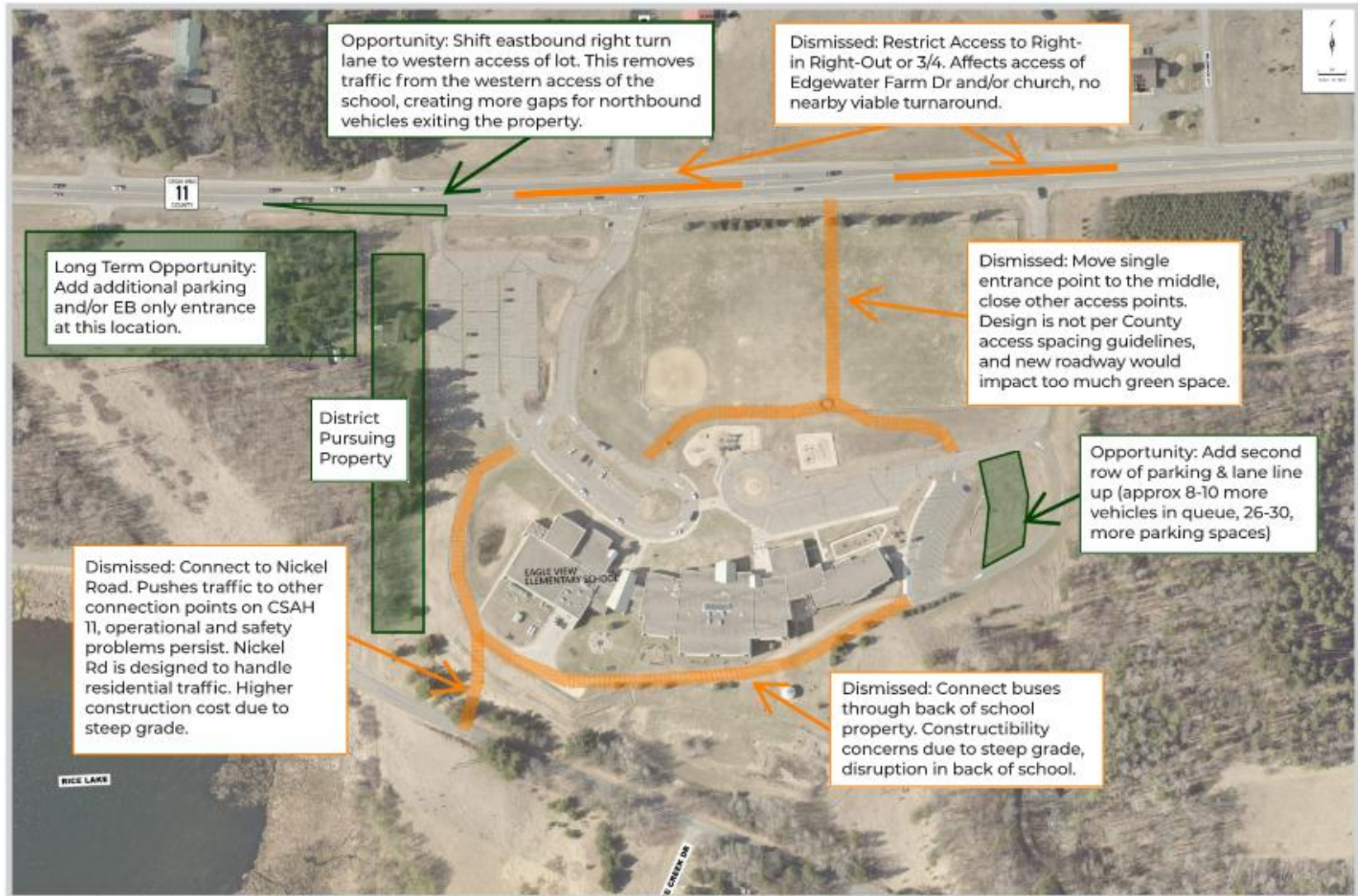


Single Access B (dismissed)



# Opportunities and Dismissals

Section 6, Item A.



# Evaluation

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- Eight alternative combinations were evaluated
  - Evaluation criteria included safety, mobility, public feedback, and cost

# Recommendation

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- Implementing a single lane roundabout at the western school access intersection achieves project goals and shows the most benefit for the school and mainline CSAH 11
  - There are options to address safety and congestion issues immediately at a lower cost

# Interim Alternative

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- Immediately addresses the safety concerns and difficult sight lines
  - Angle crash history at west school access intersection
  - Vehicles that are northbound (exiting the school property) at either intersection need proper visibility to know the road is clear and safely make their turn.
- The proposed interim concept is to reconstruct the eastbound right turn lane and northbound approaches to achieve a clearer line of sight and a more safe and comfortable experience for drivers to exit the school property
  - This can be done at both the east and west intersections





# Recommendation Summary

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- The most fiscally responsible solution in the immediate time frame is to implement the interim alternative of reconstructing the eastbound right turn lanes and northbound approaches at each school access.
- In the event that safety or operational issues persist, the long term recommendation for this area is to implement a roundabout at the West School Access intersection.

# Final Steps

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- Present Study Findings to City Council (Breezy Point and Pequot Lakes), as well as ISD #186 School Board
- Finalize Study Documentation, submit ICE report through MnDOT



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 7, Item A.

<p><b>Prepared By:</b>  <i>City Engineer Nick Peterson, Allie Polsfuss  City Administrator, Joe Zierden Public Works  Supervisor</i></p>	<p><b>Meeting Date:</b>  <i>January 5, 2026</i></p>	<p><b>Item Name:</b>  <b>Receive Amended Feasibility Report</b></p>
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**BACKGROUND**

At the City Council meeting on December 1, 2025, the City Council approved a feasibility report. Since then, there have been some necessary revisions. The Council must now accept the amended feasibility report.

**OVERVIEW**

Since the feasibility report was received by the Council in December, there have been the following changes:

1. Additional information became available regarding the ability to assess lots with PID: 10161562, 10161564, 10161565 and 1016566 on Bluebird Lane due to past dedicated drainage area. Estimated assessment costs and City costs have since been updated.
2. Additionally, public comment at the informational meeting on December 15, 2025 and City staff input led to a further extension of Piney Way to better accommodate lots after the currently paved area. Estimated costs have since been updated.

The attached amended report provides the information regarding these changes and the updated individual assessments for benefitting parcels.

**STAFF RECOMMENDATION**

Approve Receive Amended Feasibility Report

**CITY OF BREEZY POINT, MINNESOTA  
RESOLUTION 04-2026**

**RESOLUTION RECEIVING AMENDED FEASIBILITY REPORT FOR THE  
2026 STREET IMPROVEMENTS PROJECT**

**WHEREAS**, pursuant to a resolution the council adopted October 6, 2025, a report has been prepared by WiDSETH with reference to the 2026 Street Improvements Project, the improvement of Bluebird Lane, Piney Way and Wren Drive in their entirety. This report was received by the council on December 1, 2025, and has since been amended. The amended report was sent to the City and dated December 12, 2025. Amendment description as follows;

Additional information became available regarding the ability to assess lots with PID: 10161562, 10161564, 10161565 and 1016566 on Bluebird Lane due to past dedicated drainage area. Estimated assessment costs and City costs have since been updated. Additionally, public comment and City staff input led to a further extension of Piney Way to better accommodate lots after the currently paved area. Estimated costs have since been updated. and;

**WHEREAS**, the report provides information regarding whether the proposed improvements is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

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

1. The council will consider the improvements of such streets and project areas in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvements of \$590,845.

Adopted by the council this 5<sup>th</sup> Day of January, 2026

Rebecca Ball: \_\_\_\_

Brad Scott: \_\_\_\_

Steve Jensen: \_\_\_\_

Todd Roggenkamp: \_\_\_\_

Michael Moroni: \_\_\_\_

Adopted this 5<sup>th</sup> Day of January, 2026

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

Attest:

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

# FEASIBILITY REPORT

## 2026 STREET IMPROVEMENTS PROJECT

BLUEBIRD LANE, PINEY WAY, WREN DRIVE

BREEZY POINT, MINNESOTA

2025-11748

DATE: 12-12-2025

# 2026 STREET IMPROVEMENTS PROJECT

## FEASIBILITY REPORT

Prepared for  
City of Breezy Point

WIDSETH No. 2025-11748

I hereby certify that this report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer Under the laws of the State of Minnesota.



Nick Peterson  
Professional Engineer

64909

License Number

12-12-2025

Date

# 2026 STREET IMPROVEMENTS PROJECT

## FEASIBILITY REPORT

### TABLE OF CONTENTS

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PROPOSED IMPROVEMENTS.....	3
ESTIMATED PROJECT COSTS.....	5
CONCLUSION.....	6

#### EXHIBITS

- EXHIBIT A – BLUEBIRD LANE PROJECT AREA
- EXHIBIT B – PINEY WAY PROJECT AREA
- EXHIBIT C – WREN DRIVE PROJECT AREA

#### APPENDICES

- APPENDIX A – ESTIMATED PROJECT COSTS
- APPENDIX B – ESTIMATED PROJECT TIMELINE

**STATEMENT OF PURPOSE**

On October 6th, 2025, the City Council authorized Widseth to complete this Feasibility Report. The purpose of this report is to review the feasibility of improving Bluebird Lane, Piney Way, and Wren Drive based on the 2026 streets budget and the Capital Improvement Plan. This report evaluates the condition of the existing roadways, identifies potential improvements, and provides cost estimates and assessment projections based on the current City assessment policy.

After the City accepts the report, a public hearing will be required, and the results of the study will be presented to review the proposed improvements, estimated costs, and estimated assessments for the benefited properties. When the hearing has been completed and public testimony has been received, the City Council may choose to discontinue the project, modify the project, or pass a resolution ordering the improvements. If the project is continued, final plans, specifications, and bidding documents will be prepared by the Project Engineer. After the project has been legally advertised and bids have been received, the City will review the projected costs based on the bids received. If the lowest responsible bid is acceptable, the Council will proceed with a Contract for construction. An assessment roll is typically prepared after the final construction costs are tallied, but may be scheduled as soon as the project is awarded to the successful bidder. A final assessment hearing will be held and, if the assessments are subsequently approved by the City Council, the assessment roll will be certified to the County Auditor for placement on the tax rolls.

**EXISTING CONDITIONS**

**BLUEBIRD LANE**

Bluebird Lane is located within Commercial (C) and Original Neighborhood (R-3) zoning districts and contains both commercial and residential properties. The project area includes the entire length of Bluebird Lane from CSAH-11 to CSAH-4.

The last recorded major improvement to Bluebird Lane was in 1978, when it was originally paved. The bituminous roadway is 20 feet wide and approximately 1,140 linear feet long. The pavement has been patched when necessary and is deteriorated. The pavement is visibly failing and has been patched in many locations.

Gravity sanitary sewer flows from north to south toward CSAH-4 and eventually to Lift Station 4. The PVC sewer installed in 1978 remains within its useful life and does not require replacement due to age. Televising is recommended before construction to identify any necessary repairs.

Bluebird Lane experiences erosion and drainage issues. During rain events, stormwater flows primarily from the northwest portion of the roadway to the East. Sediment from winter time salt/sand and native sands from driveways gets washed down the roadway during storm events and spring thaw. Some measures have been taken by the City to try to mitigate the erosion. This issue poses some challenges in correcting. The existing profile is quite steep, and the existing topography in the right of way is not conducive to stormwater management. Existing shouldering holds water on the roadway in some locations, contributing to water concentrating on the pavement at the low point.

Based on information we received from City staff, we understand there are five adjacent lots on Bluebird Lane that are dedicated for drainage. These lots can be seen in Exhibit A. One of the lots contains an entrance to the Recreation Center. Through discussion with City staff, it is proposed the entrance lot be assessed to the property owner, and the City cover the cost of the assessments for the four remaining lots dedicated for drainage. We recommend the City formalize this agreement for dedicated drainage with the land owner and include the information with the respective parcels as the information would become important if the lots were to be sold.

**PINEY WAY**

Piney Way exists entirely in the Medium Density Residential (R-2) zone. The project area is the entirety of Piney Way from CSAH-4 to the dead end of Piney Way.

The last recorded major improvement to Piney Way was in 1978 when it was originally paved. The bituminous roadway is 18 feet wide and approximately 1,100 linear feet long. The pavement is visibly deteriorated after nearly fifty years of use and has been patched where necessary.

Gravity sanitary sewer exists on Piney Way, flowing from north to south. The sanitary sewer is constructed of concrete manholes and PVC pipe. The PVC pipe is still in its useful life and should not require replacement due to its age. We recommend televising the sewer on Piney Way prior to construction to identify any repairs that may be necessary. Necessary repairs could be completed as a part of this construction project.

Much of the existing topography of the corridor of Piney Way does not allow for water to drain off of the pavement. Higher shoulders hold water on the pavement in many locations. Water retention on bituminous pavement typically results in a shorter useful life of the pavement.

**WREN DRIVE**

Wren drive exists in Original Neighborhood (R-3) and Resort Commercial (RC) zoning. The project area is the entirety of Wren Drive, from Dove Street to Robin Lane.

Wren Drive has been previously chip sealed, and we believe it has also been overlaid in the past. The last recorded improvement was in 2004. The roadway is 20 feet wide and is about 1,200 linear feet long.

Some cracking is present, however the majority of the roadway is in good condition. Gravity sewer exists on Wren Drive. The gravity sewer is constructed of PVC and is still in its useful life and should not require replacement due to its age.

**PROPOSED IMPROVEMENTS**

**BLUEBIRD LANE**

The roadways existing width of 20 feet does not meet the current City standard of 22 feet for local roads. The City has typically considered increasing road width on a case by case basis. Through discussion with City staff and considering the existing conditions, the roadway width is not proposed to change.

It is proposed to reconstruct the roadway by reclaiming the existing pavement and base, adding additional aggregate base, and paving. Driveways will be removed to a distance from the roadway that is appropriate for tying back in to the new pavement, and driveways will be replaced with the material they were prior to the improvement. Sanitary sewer manhole castings are proposed to be removed and replaced as a part of this project.

Ditching is proposed on the north-south portion of the roadway to improve drainage. Additionally, a stretch of surmountable curb and gutter is proposed in the area where some erosion has occurred in the past. Re-establishing a 2% crown and grading the shoulders will allow water to flow off the roadway and minimize sedimentation at the low point where water would pool and sand would collect during large rain events.

A 3 ½ inch pavement section is proposed, the City’s current standard for local roads is 2 inches of bituminous with a 4 inch aggregate base. With the proposed pavement thickness, a future mill and inlay would allow for matching back in with the proposed curb and gutter, whereas a thinner pavement section would require a future overlay. Overlaying roadways with curb and gutter is not favorable as it creates a substantial bituminous lip over the concrete. Additionally, some commercially zoned lots exist on Bluebird Lane that could see some heavier vehicle traffic where a thicker pavement section would be preferred.

We recommend the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect the investment. Proposed improvements are shown in Exhibit A.

**PINEY WAY**

Piney Way is 18 feet in width, which does not meet the current City standard of 22 feet for local roads. The City has typically considered increasing road width on a case by case basis. Through discussion with City staff and considering the existing conditions, the roadway width is not proposed to change.

It is proposed to reconstruct the roadway by reclaiming the existing pavement and base, adding additional aggregate base, and paving. Driveways will be removed to a distance from the roadway that is appropriate for tying back in to the new pavement, and driveways will be replaced with the material they were prior to the improvement. Sanitary sewer manhole castings are proposed to be removed and replaced as a part of this project. The cost estimate reflects a 3 ½ inch pavement section and on Piney Way, the City’s current standard for local roads is 2 inches of bituminous and 4 inches of aggregate base.

Raising the roadway would promote water to drain off the pavement. We are proposing to add an additional three to four inches of aggregate base to allow some grading away from the roadway. Where feasible, some ditching is proposed to manage some of the runoff. A paved turnaround and 100 foot extension of the roadway to better accommodate properties at the end of Piney Way is proposed.

It is not anticipated any easements will be necessary to complete the proposed improvements. During design, and with accurate survey information, the need, if any, for easements will be determined.

We recommend the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect the investment. Proposed improvements are shown in Exhibit B.

**WREN DRIVE**

Wren Drive is 20 feet in width, which does not meet the current City standard of 22 feet for local roads. The proposed improvement is a mill and inlay, which does not allow for road widening.

In order to complete the proposed improvement, a determination of the existing pavement depth will need to be made. The cost estimate includes estimated costs to core the existing bituminous mat to determine the thickness. If it is determined that there is adequate thickness, a 1 ½ inch mill and a 1 ½ inch inlay of pavement is recommended. No driveway removal or replacement will be required. Sanitary sewer manhole castings will be removed and replaced as well.

The approach from Dove Street to Wren Drive is deteriorated slightly more than the rest of the roadway. It appears some stormwater may sit on the pavement at this location. It is proposed to remove the pavement full depth for a short portion and replace it, as well as some tree clearing and ditching at that intersection.

We recommend that the City plans for a chip seal of the roadway one to two years after construction in an effort to preserve the new pavement and protect its investment. Proposed improvements are shown in Exhibit C.

**ESTIMATED PROJECT COSTS**

Estimated project costs for the proposed improvements to each road are summarized below:

Bluebird Lane	\$262,050
Piney Way	\$241,400
Wren Drive	\$87,440
<b>Total Estimated Project Cost</b>	<b>\$571,160</b>

The City’s current assessment policy is to assess 50% for full reconstruction (\$10,000 cap per assessment) and full depth reclamation projects (\$7,000 cap per assessment), and 25% for overlay and mill and inlay projects (\$4,000 cap per assessment). Assessments are determined on a per building site basis, per the policy. Building sites are determined per buildable lot. Property owners owning multiple adjoining properties are proposed to be assessed for each lot unless the primary structure overlaps lot lines, or if the other lot is not buildable. Estimated preliminary assessment costs for the proposed improvements to each road are summarized below:

**Bluebird Lane – Full Reconstruct**

Total Estimated Project Cost	\$262,050
Estimated City Costs (59%)	\$154,850
Assessable Project Cost (41%)	\$107,200
Assessable Building Sites	22 (4 paid by City)
Estimated Cost Per Assessable Building Site	\$6,000
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$890

**Piney Way – Full Reconstruct**

Total Estimated Project Cost	\$241,400
Estimated City Costs (50%)	\$120,700
Assessable Project Cost (50%)	\$120,700
Assessable Building Sites	25
Estimated Cost Per Assessable Building Site	\$4,850
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$725

**Wren Drive – Mill and Inlay**

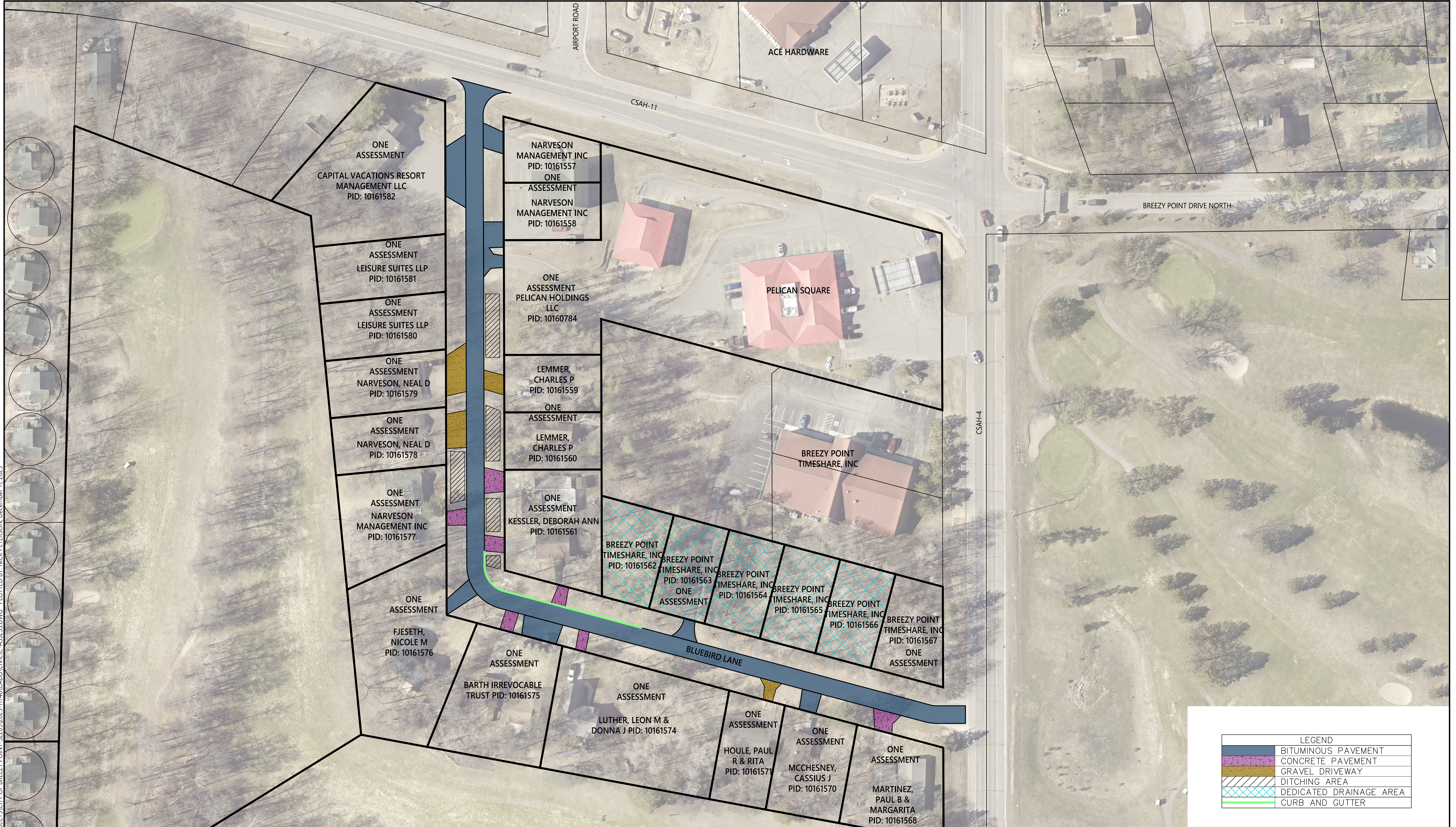
Total Estimated Project Cost	\$87,440
Estimated City Costs (75%)	\$65,580
Assessable Project Cost (25%)	\$21,860
Assessable Building Sites	26
Estimated Cost Per Assessable Building Site	\$840
Estimated Annual Payment (Based on 10-Year Period At 8% Interest)	\$125

The costs estimated herein are intended to convey a general and approximate picture of the costs that would probably be incurred today in carrying out the proposed work. Costs can vary widely depending upon many factors such as weather, economic conditions, size of project, and the workload of available contractors. Actual costs can only be determined by bidding the project. Assessable project costs are determined based on current City assessment policy. The estimated costs above include estimated construction costs, 15% contingencies, and soft costs including engineering, administration, and legal fees. Detailed cost estimating and assessment cost estimating can be found in Appendix A.

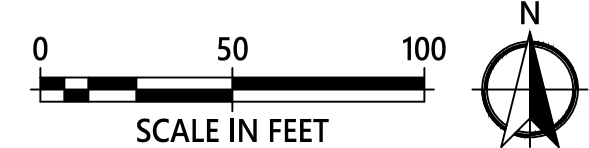
**CONCLUSION**

In conclusion, we feel the proposed improvements are feasible and do not foresee any major construction issues. It is recommended the City review the findings of this Feasibility Study and its applicability to the City’s finances, capital improvement program, and assessment policy. If there are changes the City Council wishes to make regarding the proposed scope of project, or the recommended improvements, then those should be amended in the report. When the Council is ready to move forward to the next step in the assessment process, a resolution setting a date for a preliminary improvement hearing will be required.

**EXHIBIT A**



LEGEND	
	BITUMINOUS PAVEMENT
	CONCRETE PAVEMENT
	GRAVEL DRIVEWAY
	DITCHING AREA
	DEDICATED DRAINAGE AREA
	CURB AND GUTTER



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DRAWN BY: ####  
 CHECKED BY: ####  
 SIGNER NAME: \_\_\_\_\_ LIC. NO.: NUMBER \_\_\_\_\_ DATE: MM/DD/YYYY \_\_\_\_\_

DATE	REV#	REVISIONS DESCRIPTION

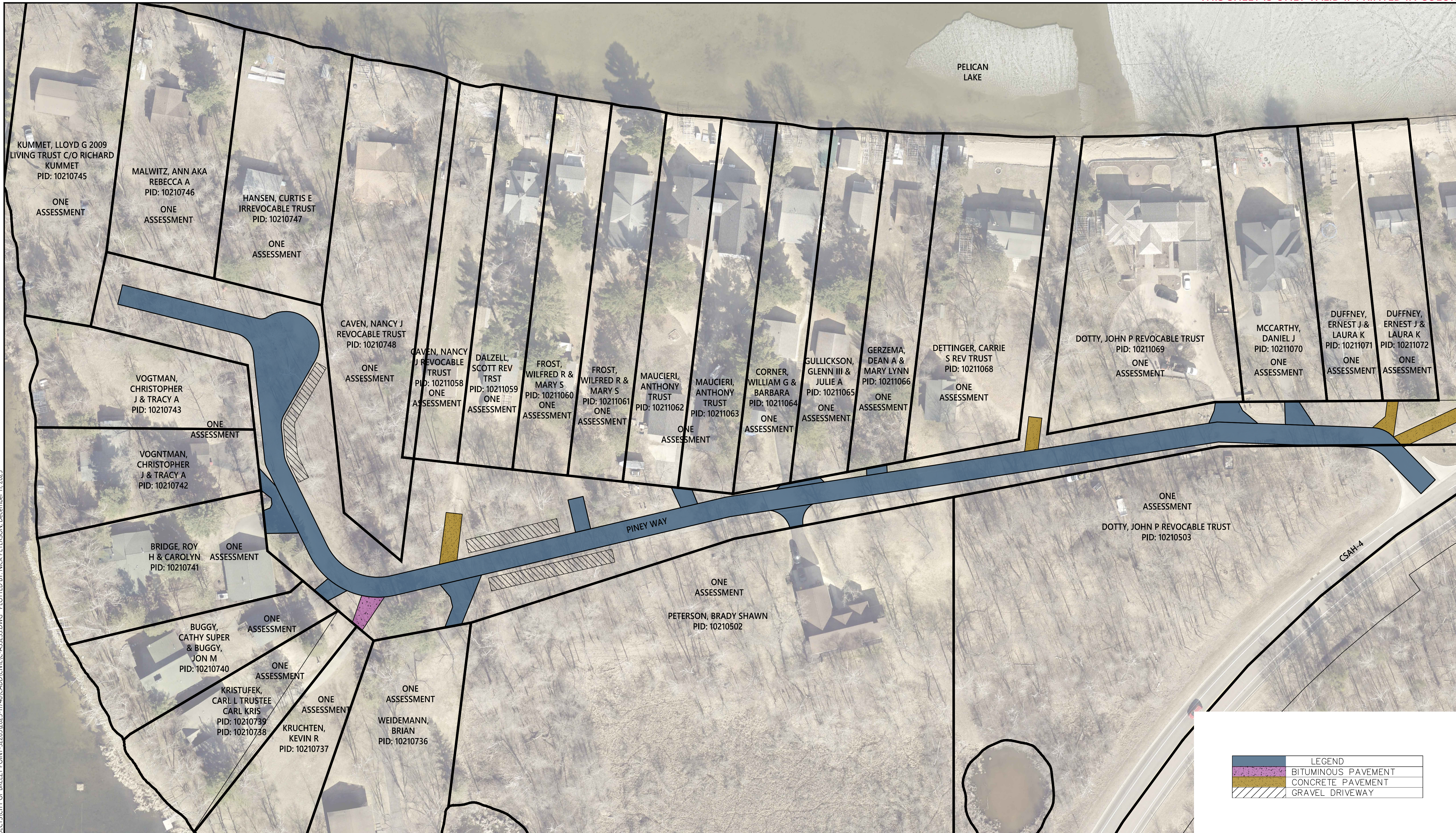
2026 STREET IMPROVEMENTS FEASIBILITY REPORT

BLUEBIRD LANE

EXHIBIT A

PROJECT #: 2025-11748

**EXHIBIT B**



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DATE	REV#	REVISIONS DESCRIPTION

2026 STREET IMPROVEMENTS FEASIBILITY REPORT

PINEY WAY



EXHIBIT B

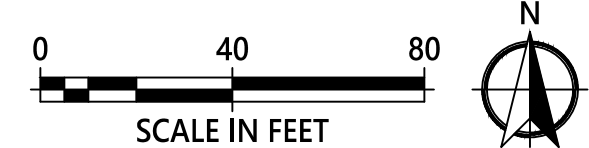
PROJECT #: 2025-11748

**EXHIBIT C**



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LEGEND	
	BITUMINOUS PAVEMENT
	MILL AND INLAY



DRAWN BY: ####  
CHECKED BY: ####  
SIGNER NAME \_\_\_\_\_ LIC. NO.: NUMBER \_\_\_\_\_ DATE: MM/DD/YYYY \_\_\_\_\_

DATE	REV#	REVISIONS DESCRIPTION

2026 STREET IMPROVEMENTS FEASIBILITY REPORT

WREN DRIVE

EXHIBIT C

PROJECT #: 2025-11748

**APPENDIX A**

**APPENDIX B**  
**POSSIBLE PROJECT SCHEDULE**  
**2026 STREET IMPROVEMENTS**  
**CITY OF BREEZY POINT**  
**DEC. 12, 2025**

MAJOR TASKS AND MILESTONES	DATES	REMARKS	NOTES
Resolution Ordering Preparation of Feasibility Report	Monday, October 6, 2025	City Council Meeting	
Approve Engineering Contract for Feasibility Report			
Resolution Receiving Feasibility Report	Monday, December 1, 2025	City Council Meeting	
Resolution Calling Improvement Hearing			
Mailed Notice for Improvement Hearing	Tuesday, December 9, 2025	One notice at least 10 days prior to hearing	
First Published Notice for Improvement Hearing	Saturday, December 13, 2025	Twice in local newspaper, one week apart, last notice must be at least three days prior to hearing.	2
Public Informational Meeting	Monday, December 15, 2025	5:00 p.m. Breezy Point City Hall	4
Second Published Notice for Improvement Hearing	Saturday, December 19, 2026		
Improvement Hearing - Bluebird Lane	Monday, January 5, 2026	5:00 p.m. Breezy Point City Hall	5
Improvement Hearing - Piney Way		5:30 p.m. Breezy Point City Hall	5
Improvement Hearing - Wren Drive		6:00 p.m. Breezy Point City Hall	5
Resolution Ordering Improvement and Plan Preparation		City Council Meeting	
Approve Engineering Design Contract		City Council Meeting	
Design and Staff Review	January-February		
Roads Committee Review	February	75% Plan Review	
Resolution Approving Plans and Specifications and Ordering Advertisement for Bids	Monday, March 2, 2026	City Council Meeting	
Bidding Publication	Tuesday, March 3, 2026	Publication must be made at least three weeks before last day to submit bids, at least once in official newspaper and once in trade paper or First Class city newspaper.	2
Bid Opening	Wednesday, March 25, 2026	By default bid remains subject to acceptance for 60 days after the Bid opening.	
Resolution Ordering Assessment Hearing	Monday, April 6, 2026	City Council Meeting	
Mailed Notice for Assessment Hearing	Tuesday, April 7, 2026	One notice at least two weeks prior to hearing	
Published Notice for Assessment Hearing	Saturday, April 11, 2026	Once in local newspaper at least two weeks prior to hearing.	
Assessment Hearing	Tuesday, April 28, 2026	5:30 p.m. Breezy Point City Hall	
Resolution Adopting Assessment Rolls	Monday, May 4, 2026	City Council Meeting	
End of Assessment Appeal Period	Wednesday, June 3, 2026	Appeals to district court must be made within 30 days after adoption of the assessment roll.	
Notice of Award	Monday, July 6, 2026	City Council Meeting. Contractor has 15 days to deliver signed agreement, bonds, and insurance certificates.	
Approve Engineering Construction Contract			
Pre-Construction Meeting	July, 2026		
Begin Construction	July-August, 2026		

**NOTES**

1. City Council Meetings held on 1st Monday of the month
2. Deadline for Wednesday publication in the Pine and Echo Journal is Friday by 11:00 a.m. for the Wednesday edition and Tuesday by 10:00 a.m. for the Saturday edition.
3. The project schedule assumes all Council actions are taken at a regular scheduled meetings. The schedule could be accelerated with special meetings.
4. City to mail or notify public of meeting time and location.
5. Improvement Hearing(s) can be held separately or together.
6. **All dates are subject to change, this is a living document. Dates may change based on coordination with other CIP projects.**

**APPENDIX B**

APPENDIX A

ESTIMATED PROJECT COSTS AND ASSESSMENT CALCULATIONS  
 2026 STREET IMPROVEMENTS PROJECT  
 CITY OF BREEZY POINT  
 12/12/2025

ITEM NO.	SPEC. NO.	ITEM DESCRIPTION	UNIT	UNIT PRICE	BLUEBIRD LANE		PINEY WAY		WREN DRIVE		PROJECT TOTAL	
					EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST	EST. QUANTITY	TOTAL COST
1	2021.501	MOBILIZATION	LUMP SUM	\$20,000.00	0.40	\$8,000.00	0.40	\$8,000.00	0.20	\$4,000.00	1	\$20,000.00
2	2101.502	CLEARING	ACRE	\$15,000.00	0.01	\$150.00	0.33	\$4,950.00	0	\$0.00	0.34	\$5,100.00
3	2101.502	GRUBBING	ACRE	\$15,000.00	0.01	\$150.00	0.33	\$4,950.00	0	\$0.00	0.34	\$5,100.00
4	2101.505	CLEARING	EACH	\$600.00	0	\$0.00	0	\$0.00	5	\$3,000.00	5	\$3,000.00
5	2101.505	GRUBBING	EACH	\$600.00	0	\$0.00	0	\$0.00	5	\$3,000.00	5	\$3,000.00
6	2104.502	REMOVE CASTING	EACH	\$500.00	5	\$2,500.00	8	\$4,000.00	3	\$1,500.00	16	\$8,000.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$6.00	0	\$0.00	0	\$0.00	84	\$504.00	84	\$504.00
8	2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	\$6.00	647	\$3,882.00	356	\$2,136.00	0	\$0.00	1003	\$6,018.00
9	2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	\$12.00	257	\$3,084.00	50	\$600.00	0	\$0.00	307	\$3,684.00
10	2105.507	DITCH EXCAVATION	SQ YD	\$12.00	428	\$5,136.00	400	\$4,800.00	40	\$480.00	868	\$10,416.00
11	2105.607	COMMON EXCAVATION	CU YD	\$20.00	0	\$0.00	166	\$3,320.00				
11	2112.619	RECLAIMED AGGREGATE BASE PREPARATION	ROAD STA	\$400.00	11.4	\$4,560.00	11.0	\$4,400.00	0	\$0.00	22.4	\$8,960.00
12	2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	\$50.00	272	\$13,600.00	483	\$24,150.00	0	\$0.00	755	\$37,750.00
13	2215.504	FULL DEPTH RECLAMATION 8"	SQ YD	\$2.00	2566	\$5,132.00	2812	\$5,624.00	0	\$0.00	5378	\$10,756.00
14	2232.504	MILL BITUMINOUS SURFACE 1.5"	SQ YD	\$5.50	0	\$0.00	0	\$0.00	2650	\$14,575.00	2650	\$14,575.00
15	2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	SQ YD	\$30.00	647	\$19,410.00	356	\$10,680.00	0	\$0.00	1003	\$30,090.00
16	2531.504	CONCRETE DRIVEWAY REPLACEMENT	SQ YD	\$75.00	257	\$19,275.00	50	\$3,750.00	0	\$0.00	307	\$23,025.00
17	2360.504	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$100.00	244	\$24,400.00	292	\$29,200.00	252	\$25,200.00	788	\$78,800.00
18	2360.504	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	\$100.00	325	\$32,500.00	389	\$38,900.00	11	\$1,100.00	725	\$72,500.00
19	2506.502	CASTING ASSEMBLY	EACH	\$1,000.00	5	\$5,000.00	8	\$8,000.00	3	\$3,000.00	16	\$16,000.00
20	2531.503	CONCRETE CURB & GUTTER DESIGN S518	LIN FT	\$60.00	220	\$13,200.00	0	\$0.00	0	\$0.00	220	\$13,200.00
21	2511.507	RIPRAP CLASS III	CU YD	\$200.00	12	\$2,400.00	0	\$0.00	0	\$0.00	12	\$2,400.00
22	2574.507	SCREENED TOPSOIL BORROW	CU YD	\$50.00	350	\$17,500.00	169	\$8,450.00	0	\$0.00	519	\$25,950.00
23	2575.501	TURF ESTABLISHMENT	LUMP SUM	\$20,000.00	0.5	\$10,000.00	0.45	\$9,000.00	0.05	\$1,000.00	1	\$20,000.00
24		BITUMINOUS PAVEMENT CORING	EACH	\$3,000.00	0	\$0.00	0	\$0.00	2	\$6,000.00	2	\$6,000.00
ESTIMATED CONSTRUCTION COST						\$189,879.00		\$174,910.00		\$63,359.00		\$424,828.00
CONTINGENCIES (15%)						\$28,481.85		\$26,236.50		\$9,503.85		
SUBTOTAL						\$218,360.85		\$201,146.50		\$72,862.85		
ENGINEERING, ADMINISTRATION AND LEGAL (20%)						\$43,672.17		\$40,229.30		\$14,572.57		
<b>TOTAL ESTIMATED PROJECT COSTS</b>						<b>\$262,033.02</b>		<b>\$241,375.80</b>		<b>\$87,435.42</b>		<b>\$590,844.24</b>
<b>ASSESSABLE PROJECT COST (BLUEBIRD LANE* AND PINEY WAY 50%, WREN DRIVE 25%)</b>						\$107,195.33		\$120,687.90		\$21,858.85		\$249,742.08
ASSESSABLE BUILDING SITES						22		25		26		
<b>ESTIMATED COST PER ASSESSABLE BUILDING SITE</b>						<b>\$5,955.30</b>		<b>\$4,827.52</b>		<b>\$840.73</b>		
<b>ESTIMATED ASSESSMENT COST PER YEAR</b>						<b>\$887.34</b>		<b>\$719.30</b>		<b>\$125.27</b>		
(BASED ON 1 ASSESSMENT, 10-YEAR TERM AND 8% INTEREST RATE)												
<b>ESTIMATED CITY COSTS (BLUEBIRD LANE* AND PINEY WAY 50%, WREN DRIVE 75%)</b>						\$154,837.69		\$120,687.90		\$65,576.57		\$341,102.16

THE ASSESSMENT POLICY INDICATES A 50% ASSESSMENT FOR FULL RECONSTRUCTION. THERE ARE PARCELS ON BLUEBIRD LANE THAT ARE DEDICATED FOR DRAINAGE. IT IS PROPOSED THAT THE CITY WOULD COVER THE COST OF FOUR OF THOSE PARCELS. THIS WOULD INCREASE THE ESTIMATED CITY COST TO 59 PERCENT OF THE ESTIMATED PROJECT COST, RATHER THAN 50 PERCENT INDICATED IN THE ASSESSMENT POLICY.

**CITY OF BREEZY POINT  
RESOLUTION 05-2026**

**RESOLUTION ORDERING IMPROVEMENTS AND AUTHORIZING THE  
PREPARATION OF PLANS AND SPECIFICATIONS FOR THE 2026 STREET  
IMPROVEMENT PROJECT, CITY PROJECT NO. 02-26**

**WHEREAS**, Resolution 39-2025 of the City Council adopted the 1<sup>st</sup> day of December, 2025, fixed a date for a Public Hearing on City Project No. 02-26, the proposed improvements associated with the 2026 Street Improvement Project, City Project 02-26, pursuant to Minnesota Statutes Chapters 429.011 to 429.111; and,

**WHEREAS**, the Public Hearing was scheduled on January 5, 2026 and notices of the date, time, and place of the scheduled hearing were sent to the property owners and published in the City’s official newspaper; and,

**WHEREAS**, it is proposed to perform street improvements to Bluebird Lane, Piney Way, and Wren Drive; and,

**WHEREAS**, it is proposed to authorize preparation of plans and specifications for the 2026 Street Improvement Project, City Project 02-26; and,

**WHEREAS**, ten days’ mailed notice and two published notices of the hearing were given, and the hearing was held thereon on the 5<sup>th</sup> Day of January, 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Resolution 39-2025 adopted 1<sup>st</sup> day of December, 2025
3. The preparation of plans and specifications for the street improvements Blue Bird Lane, Piney Way, and Wren Drive, 2026 Street Improvement Project, City Project 02-26 is authorized.
4. WIDSETH is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.

Adopted by the council this 5<sup>th</sup> Day of January, 2026

Rebecca Ball: \_\_\_\_

Brad Scott: \_\_\_\_

Steve Jensen: \_\_\_\_

Todd Roggenkamp: \_\_\_\_

Michael Moroni: \_\_\_\_

Adopted this 5<sup>th</sup> Day of January, 2026

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

Attest:

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

December 30, 2025

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

218.829.5117  
Baxter@Widseth.com  
Widseth.com

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

**Re: Proposal for Design and Construction Administration of 2026 Street Improvements**

Honorable Mayor and City Council Members:

Thank you for the opportunity to assist the City completing the Feasibility Report and providing this proposal for the design of the 2026 Street Improvements Project. After conducting the Feasibility Report, we recommend the following items be approved for survey, plans and specifications for construction, bidding and construction administration. WIDSETH is pleased to submit the following proposal for services outlined below.

2026 Street Improvements

WIDSETH will provide the following professional services for the listed fee:

Professional Services

- Topographic Survey – Conduct a topographic survey of the project locations, as well as obtain property boundary information for properties in the project area to include in the plans.
  
- Engineering Services – Provide the following construction documents along with specifications for bidding:
  - Standard Details – Sheets including general project information, notes, and detail references.
  - Existing Conditions & Removals – A plan identifying necessary removals to complete the improvements, and other site features gathered from the survey.
  - Erosion Control Plan – This plan will include a site layout of BMP’s (Best Management Practices, i.e. silt fence, bio-roll, etc.) and BMP details.
  - Plan and Profile – A plan identifying the proposed improvements, including notes, existing and proposed elevations and existing and proposed site features.
  - Stormwater Pollution Prevention Plan (SWPPP)
  - Turf Establishment Plan – A plan identifying areas requiring turf establishment due to disturbed area from proposed improvements.
  - Draft assessment rolls
  - Facilitate assessment hearing

Our hourly not-to-exceed fee for the professional services outlined above is **\$70,000**.

- Construction Administration Services – WiDSETH will provide the following construction administration services:
  - Construction staking
  - Part time construction observation, estimated at 20 hours per week for 8 weeks of assumed construction duration
  - Review contractor material submittals
  - Pay item monitoring and submitting of pay applications to the City for review
  - SWPPP monitoring

The hourly estimated fee for construction administration services is **\$41,000**.

Additional Services

- Televising Services – WiDSETH will assemble a quote package and facilitate televising the sanitary sewer in the project area. A recommendation on how to proceed based on our review will be provided.

Our estimated fee for the televising package and review including the estimated fee for the televising company is **\$6,000**.

- Public Meetings – Upon request from City Staff, a Public Informational Meeting was held on December 15, 2025. City staff have requested a preconstruction public open house be held as well.

For the meeting that was already held, and the anticipated preconstruction public open house, our fee is **\$6,000**. For any additional public informational meetings to be held, our fee is \$3,000 per meeting.

- Pavement Coring and Materials Testing – WiDSETH will facilitate pavement coring on Wren Drive to be completed during the design phase, as well as bituminous and concrete materials testing to be completed during the construction phase. The fee for this service through a material testing company is estimated at **\$6,000**. This estimated fee is not included in our proposal. The third party materials testing and coring company will supply a proposal directly to the City, and WiDSETH will facilitate.

Items not included in this proposal, but can be provided upon request include:

- Right of way acquisition
- Wetland delineation
- Easement acquisition
- In-depth utility relocation services
- Geotechnical analysis

WiDSETH proposes to perform the services described above on an hourly basis in accordance with the attached fee schedule. 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. 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, P.E.



Dave Reese, P.E. 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.

**Professional Services**

<b>\$70,000</b>	<b>Hourly Not-to-Exceed for Design Services</b>
<b>\$41,000</b>	<b>Hourly Estimated for Construction Admin. Services</b>

**Additional Services**

<b>\$6,000</b>	<b>Hourly Estimated for Televising Services</b>
<b>\$6,000</b>	<b>Lump Sum for Public Meetings (\$3,000 per meeting)</b>

<b>\$123,000</b>	<b>Total Estimated Fee</b>
------------------	----------------------------

Accepted by **City of Breezy Point**

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

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



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 7, Item D.

<b>Prepared By:</b> <i>Allie Polsfuss, City Administrator</i>	<b>Meeting Date:</b> <i>January 5, 2026</i>	<b>Item Name:</b> <b><i>Buschmann Road GO Bond Term Alternatives Discussion</i></b>
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### **BACKGROUND**

In fall 2025, the Finance Committee reviewed several bonding scenarios for the Buschmann Road Reconstruction Project. As the City moves forward in the funding process, the Council should discuss whether the alternative identified at that time remains the preferred bond term.

### **OVERVIEW**

At the Finance Committee meeting on August 7, 2025, members discussed multiple bonding alternatives for the Buschmann Road project, including levy impacts, interest rate considerations, and overall affordability in the short term and long term. The committee identified a 15-year level levy bond as the preferred option based on the following considerations:

- With other budget pressures anticipated in 2026, the annual levy impact of approximately \$25,000 was considered the most manageable.
- A level levy over the life of the bond provides predictability, avoiding future levy spikes and allowing future Councils to better anticipate debt service obligations.
- The benefits of the infrastructure improvement will extend beyond current residents to future residents over the next 15 years.
- Debt service terms are typically aligned with the useful life of the infrastructure, which for street projects is generally 15–20 years.

At the September 2, 2025 City Council meeting, the Council discussed the bond strategies and approved the 15 year level levy GO Bond as a part of the budget process.

More recently, a 10-year term bond has been raised as an alternative for consideration. Staff worked with the City’s bond advisers to develop viable 10-year options, which are summarized below and compared to our existing alternative (1):

- 1. 15 Year Level Levy (current)**
  - a. Est. Interest Rate: 4.15%
  - b. Total Interest Amount: \$1,146,069
  - c. Annual Levy: \$305,625
- 2. 10 Year Level Levy**
  - a. Est. Interest Rate: 3.28%
  - b. Total Interest Amount: \$602,578
  - c. Annual Levy: \$402,000
- 3. 10 Year Gradual Levy**
  - a. Est. Interest Rate: 3.28%
  - b. Total Interest Amount: \$637,578
  - c. Annual Levy: Increases \$50,000 per year (~1.5%) through 2031, then levels out
    - i. 2027: \$288,000
    - ii. 2028: \$340,000
    - iii. 2029: \$390,000



# CITY COUNCIL MEETING

## AGENDA ITEM

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Section 7, Item D.

iv. 2030-2036: \$434,000

### Considerations

- The 15-year term results in the lowest annual levy impact of all options.
- The 10-year options benefit from an interest rate approximately 1% lower, resulting in nearly \$500,000 in interest savings over the life of the bond.
- Option 2 includes a one-time (2027) levy impact of about 4% (\$100,000)
  - The levy then stabilizes for the life of the bond
  - If this is the option chosen, it is likely the Council will see a double-digit levy in 2027.
- Option 3 includes a \$50,000 increase until 2030 (~1.5% increase per year) and levels off for the remainder of the life.

All options are financially viable and present advantages and disadvantages related to levy impact, interest costs, and long-term predictability.

### **STAFF RECOMMENDATION**

The Council should discuss the options presented and provide direction to staff on the preferred bonding alternative to move forward in the funding process.



# CITY COUNCIL MEETING

## AGENDA ITEM

Section 7, Item E.

<p><b>Prepared By:</b>  <i>Allie Polsfuss, City Administrator, Brian Sandell Police Chief, Joe Zierden Public Works Supervisor</i></p>	<p><b>Meeting Date:</b>  <i>1/5/2026</i></p>	<p><b>Item Name:</b>  <b>Park and Recreation Ordinance Discussion</b></p>
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**BACKGROUND**

At the November 3, 2025 City Council meeting, the Council directed staff to provide information regarding a City Park and Recreation Ordinance. The purpose of this proposed ordinance is to establish clear rules and expectations for the use of public parks and recreational areas and to provide the Police Department with clear authority to enforce these rules and address violations when necessary.

**OVERVIEW**

Currently, the City has an existing ordinance that governs use of the public beach only (see Attachment A). At the direction of the City Council, staff will work with legal counsel to amend and expand this ordinance, so it applies to all City-owned public recreational areas, including:

- Public Beach
- City Hall Park
- Breezy Point Drive Park
- Disc Golf Course
- Fishing Dock
- Four Seasons Trail

The intent is to create one consistent ordinance that applies across all public recreational spaces.

Below is a summary of the incident history over the last 5 years. This includes all recreational areas:

Call Type	Number
Property Damage	5
ATV Use	4
Drug/Alcohol	18
Conduct/Behavior	16
Animal	9
Officer Initiated	31
After Hours Use	23
<b>Total Calls</b>	<b>106</b>

**Ordinance Regulations**

Staff reviewed park and recreation ordinances from several other cities and evaluated common regulatory categories. The recommended regulations are based on best practices as well as the types of complaints and calls for service received in City recreational areas over the past five years.

The goal is to keep the ordinance simple, practical, and easily enforceable. The table below outlines the proposed regulation categories, staff recommendations, and the reasoning behind each.



# CITY COUNCIL MEETING

## AGENDA ITEM

Category	Recommendation	Reasoning
Hours	<p>All public recreational areas shall be open from 6:00 a.m. to 9:00 p.m., or until sunset, whichever occurs later.</p> <p>Other options considered:</p> <ul style="list-style-type: none"> <li>• 6:00am-10:00pm or 11:00pm</li> <li>• Sunrise to sunset</li> <li>• 6:00am-sunset</li> </ul>	<p>Because the ordinance applies to all recreational areas year-round, staff recommends the 6:00 a.m. to 9:00 p.m. or sunset standard to allow reasonable and enjoyable use while still providing clear enforcement parameters.</p>
Animals	<p>All animals must be under control and directly supervised while in any public recreational area. Animals are prohibited in public beach areas.</p>	<p>The City currently enforces rules requiring animals to remain under control rather than strictly leashed, and this approach has worked well. Staff does not recommend changing this practice. The existing prohibition on animals at the public beach is also recommended to remain in place.</p>
Garbage	<p>All garbage or waste of any kind must be deposited in designated containers</p>	<p>This language is consistent with the existing ordinance and helps maintain clean and safe recreational spaces.</p>
Motorized Vehicles	<p>No person, other than City personnel, shall drive or operate a motorized vehicle in a public recreational area except on roads or trails specifically designated for such travel.</p>	<p>Due to the high use of golf carts within the community, staff recommends clearly prohibiting their use in recreational areas unless a trail or roadway is specifically designated for motorized travel.</p>
Alcohol, Smoking/Vaping and Drug Use	<p>No alcoholic beverages, as defined in Chapter 110 of the City Code, shall be allowed in any public recreational area unless approved through a special City permit for a designated area or event.</p> <p>The use, possession, or sale of drugs, smoking/vaping is prohibited in all public recreational areas.</p>	<p>This language is consistent with the existing ordinance and current enforcement practices.</p> <p>This also addresses concerns of fire dangers.</p>
Behavior and Conduct	<p>It shall be unlawful for any person to engage in offensive, threatening, violent, disorderly, or indecent behavior. It is also unlawful to damage or deface any property within a public recreational area.</p>	<p>This language provides law enforcement with appropriate discretion to issue warnings or citations based on observed behavior and circumstances.</p>

### Enforcement

Enforcement of the proposed ordinance would follow current law enforcement practices. Officers will typically seek to educate the public and issue warnings for first-time violations when appropriate. For repeat offenses or more serious violations, officers may issue administrative citations if they believe a provision of the ordinance has been violated.

### Communication

In addition to the City’s traditional communication methods (social media, printed materials, and other outreach), staff recommends installing signage at all public recreational areas. The signage would include a summary of the rules and a QR code linking to additional information. The estimated cost for signage at all recreational areas is less than \$10,000.



# CITY COUNCIL MEETING

## AGENDA ITEM

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Section 7, Item E.

This signage will be a critical component of implementation to ensure that rules and regulations are clearly visible and easily accessible to the public.

### **STAFF RECOMMENDATION**

City Council is asked to discuss which provisions should and should not be included in the proposed Park and Recreation Ordinance. Following discussion, the Council may provide direction to staff to:

1. Return at a future meeting with additional research and information based on the Council's discussion; and/or
2. Engage with legal counsel to prepare and present a draft Park and Recreation Ordinance, reflecting Council direction, for future consideration and approval.

### **SUPPORTING DOCUMENTS**

Attachment A- Ordinance

**CHAPTER 91: PARKS AND RECREATION**

Section

91.01 Public beach regulations

**§ 91.01 PUBLIC BEACH REGULATIONS.**

(A) *Rules and regulations.* The use of any public beach area in the city is subject to the following:

- (1) The public beach area is open from 10:00 a.m. to 9:00 p.m. daily;
- (2) No alcoholic beverages (as defined in Chapter 110 of the City Code) are allowed on the public beach area;
- (3) All litter and garbage must be placed in garbage cans;
- (4) No dogs or pets are allowed in the public beach area;
- (5) No parking shall obstruct traffic or interfere with private property or private driveways;
- (6) No fires are allowed on the public beach area; and
- (7) Any person using the public beach area must act in a peaceful and orderly manner. Loud or disruptive behavior or loud amplification which would constitute a nuisance is hereby expressly prohibited.

(B) *Unlawful act.* It is unlawful for any person to violate any provision of this section.  
(Prior Code, § 7.20) Penalty, see § 10.99

December 30, 2025

Honorable Mayor and City Council  
 City of Breezy Point  
 8319 County Road 11  
 Breezy Point, MN 56472

**Brainerd/Baxter**  
 7804 Industrial Park Road  
 Baxter MN 56425  
 218.829.5117  
 Baxter@Widseth.com  
 Widseth.com

RE: Recap of Widseth Services for 2025

Dear Mayor and City Council of Breezy Point,

As 2025 has ended and we begin 2026, Widseth Smith Nolting & Associates, Inc. (Widseth) would like to express our gratitude to the City of Breezy Point for choosing us as your City Engineer as well as serving you with architectural services. 2025 was a productive year with several accomplishments being achieved. We believe we have been responsive to the City’s needs and have provided the City with sound professional service at a good value. With this letter, we are thanking you with sincere gratitude for your consideration to continue our relationship with the City of Breezy Point as your City Engineer for 2026.

In 2025 we extended sanitary sewer down County Road 11, creating sewer accessibility for new businesses and future expansion. We reconstructed an ice-damaged segment of Shoreview Lane with a riprap embankment. We facilitated construction of the City Hall Remodel and Addition Project. We created a user-friendly Capital Improvement plan for City streets, storm sewer, sanitary sewer, signs and trails. We finalized recommendations and provided forecasting for the City Wastewater Treatment Facility Plant. We explored the feasibility of improving City streets as a part of the 2026 Street Improvements Project in accordance with the Capital Improvement Plan. We have also provided the City with routine technical assistance at no charge.

In addition to the specific items listed above, we propose to continue providing the level of service you should expect from us as your City Engineer. The services we will provide in 2026, include:

- Attendance at City Council meetings at no charge as needed or requested by the City
- Answering routine calls and questions at no charge
- Providing proposals for requested services on specific projects
- Providing regulatory review of proposed site development projects
- Assign 2 engineers to the City (1 backup contact to serve in the absence of the primary contact)
- Offering the City a large variety of resources that are in close proximity and cost-effective, including but not limited to:
  - Architects
  - Civil, Electrical, Mechanical, & Structural Engineers
  - Environmental Engineers
  - Water Resources specialists
  - Surveyors & GIS specialists
  - Marketing personnel
  - Funding assistance specialists
  - IT specialists
  - Technicians in all listed areas
  - Aerial Mapping Service

This investment on our part is necessary to provide you with the quality of service needed to continue functioning as your City Engineer, and we are happy to fulfill this role as an extension of your city staff.

The 2025 calendar year was productive and enjoyable for us at Widseth in our role as City Engineer for the City of Breezy Point. We look forward to continuing our relationship in 2026.

Sincerely,

Widseth



Nick Peterson, P.E.  
Civil Engineer

cc: Allie Polsfuss, City Administrator