



CITY COUNCIL REGULAR MEETING

Monday, November 03, 2025 at 6:30 PM

City Hall 8319 Co. Rd. 11 Breezy Point, MN 56472

(218) 562-4441 | Office Hours 8:00 a.m. - 4:00 p.m. | cityadmin@cityofbreezypointmn.us

AGENDA

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 Totaling \$279,728.73, Checks 140637-140716 and eChecks 4023-4038
- [B.](#) Approve City Council Meeting Minutes from October 6, 2025
- [C.](#) Approve Purchase of Trailer for Police Department
- [D.](#) Approve Law Enforcement Labor Services Union #359 Agreement for 2026, 2027, 2028
- [E.](#) Authorize City Administrator to Pursue Land Acquisition
- [F.](#) Approve Cost Share Agreement with Crow Wing County for Buschmann Road Project
- [G.](#) Approve Liquor License Renewals for 2026
- [H.](#) Res. No 30-2025 Approve Donation of Park Bench
- [I.](#) Res. No. 31-2025 Approve Donation from Widseth
- [J.](#) Approve Pay Application #4 for 2025 CR-11 Sanitary Sewer Extension Project

6. PUBLIC HEARING

- [A.](#) Public Hearing on General Obligation Street Reconstruction Bonds and Street Reconstruction Plan

- [B.](#) Res. No. 32-2025 Adopting a Street Reconstruction Plan and Approving the Issuance of General Obligation Street Reconstruction Bonds
- [C.](#) Public Hearing to Assess Delinquent Sewer Bills
- [D.](#) Res. 33-2025 Placing Delinquent Sewer Charges Against Specified Properties

7. BUSINESS ITEMS

- [A.](#) Approve Pay Application #13 for City Hall Facility
- [B.](#) Wastewater Treatment Facility Results
- [C.](#) Review and Approve 2026 Fee Schedule
- [D.](#) Review and Approve Special Assessment Policy
- [E.](#) Breezy Point Parks Ordinance

8. DEPARTMENTAL UPDATES

- [A.](#) Schedule Special Meeting- *City Administrator Allie Polsfuss*
- [B.](#) Schedule 2026 Strategic Planning Session- *City Administrator Allie Polsfuss*
- [C.](#) Police Department Summary-*Informational*

9. ADJOURN

Claims Totaling: \$279,728.73

Checks: 140637 - 140715

eChecks: 4023 - 4038

Section 5, Item A.

City of Breezy Point

Paid Invoice Report - BREEZY POINT CLAIMS LISTING FOR COUNCIL

Page: 1

Check issue dates: 9/1/2025 - 11/30/2025

Nov 03, 2025 10:02AM

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
4023	10/09/2025	BLUE CROSS & BLUE S	NOV 2025	VISION INS PREMIUMS - NOV 2025	55.46
Total 20:					55.46
4024	10/09/2025	COMPENSATION CONSU	2025 PR 21	HSA DEDUCTIONS - PR 21	1,560.40
Total 2500:					1,560.40
4025	10/09/2025	MINNESOTA STATE RETI	2025 PR 21 MNDCP	2025 PR 21 MNDCP	899.19
Total 206:					899.19
4026	10/09/2025	PERA	2025 PR 21	PERA - PR 21	12,824.20
Total 216:					12,824.20
4027	10/09/2025	MINNESOTA STATE RETI	2025 PR 21 HCSP	2025 PR 21 HCSP	2,724.22
Total 206:					2,724.22
4028	10/09/2025	INTERNAL REVENUE SE	2025 PR 21	FEDERAL WITHHOLDING PR 21	5,588.86
4028	10/09/2025		2025 PR 21	FICA WITHHOLDING PR 21	5,512.32
Total 214:					11,101.18
4029	10/09/2025	MN DEPT OF REVENUE	2025 PR 21	STATE WITHHOLDING TAXES - PR 21	3,113.79
Total 215:					3,113.79
4030	10/09/2025	US BANK	SEPT 2025	PD POSTAGE	13.40
4030	10/09/2025		SEPT 2025	CH CREDIT CARD TERMINAL	153.65
4030	10/09/2025		SEPT 2025	CH CREDIT CARD TERMINAL	153.65
4030	10/09/2025		SEPT 2025	CH CREDIT CARD TERMINAL	131.69
4030	10/09/2025		SEPT 2025	CH POS RECEIPT PRINTER	212.24
4030	10/09/2025		SEPT 2025	CH POS RECEIPT PRINTER	212.24
4030	10/09/2025		SEPT 2025	CH POS RECEIPT PRINTER	181.93
4030	10/09/2025		SEPT 2025	CH FILE FOLDERS, FACIAL TISSUE	55.70
4030	10/09/2025		SEPT 2025	CANVA PRO SUBSCRIPTION	40.00
4030	10/09/2025		SEPT 2025	CANVA PRO SUBSCRIPTION 9/8/25 - 9/7/26	79.99
4030	10/09/2025		SEPT 2025	CGMC REGISTRATION - A. POLSFUSS	175.00
4030	10/09/2025		SEPT 2025	PD MAPET CONFERENCE REGISTRATION - D. SATHRE	225.00
4030	10/09/2025		SEPT 2025	PD AMEM CONFERENCE - D. SATHRE	350.00
4030	10/09/2025		SEPT 2025	PD MOP	31.12
4030	10/09/2025		SEPT 2025	PD POSTAGE	14.00
4030	10/09/2025		SEPT 2025	PD POSTAGE	15.45
4030	10/09/2025		SEPT 2025	PD POSTAGE	15.45
4030	10/09/2025		SEPT 2025	CH PRESSURE REDUCING VALVE	520.67
4030	10/09/2025		SEPT 2025	COMM GARDEN RAISED BEDS	1,063.35
4030	10/09/2025		SEPT 2025	COMM GARDEN RAISED BEDS	1,063.35
4030	10/09/2025		SEPT 2025	PARKS SONOTUBE	60.19
4030	10/09/2025		SEPT 2025	COMM GARDEN RAISED BEDS	1,063.35
4030	10/09/2025		SEPT 2025	COMM GARDEN TRASH HOPPER	565.19
Total 1739:					6,396.61

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
4031	10/01/2025	PINE RIVER STATE BAN	OCT 2025	BANK ACH FEES	5.00
Total 260:					5.00
4032	10/09/2025	REVTRAK	SEPT 2025	CC PROCESSING FEES	65.47
Total 1678:					65.47
4033	10/30/2025	NCPERS Group Life Ins	PR1018251	PERA Additional Life Ins Pay Period: 10/18/2025	78.00
4033	10/30/2025		PR1018251	ONLINE PAYMENT ADMIN FEE	.80
4033	10/30/2025		PR1018251	PERA Additional Life Ins Pay Period: 10/18/2025	2.00
Total 3300:					80.80
4034	10/30/2025	RELIANCE STANDARD LI	PR1018251	LIFE INS PREMIUMS - NOV 2025	178.50
Total 3086:					178.50
4035	10/30/2025	MEDICA	PR1018251	MEDICAL INS PREMIUMS - NOV 2025	2,308.46
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	52.85
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	9,915.32
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	5,136.43
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	672.24
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	960.32
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	1,384.41
4035	10/30/2025		PR1018251	HEALTH INS PREMIUMS - NOV 2025	80.46
Total 3507:					20,510.49
4036	10/30/2025	AFLAC	PR1018251	Aflac Pre Tax Pay Period: 10/18/2025	98.53
4036	10/30/2025		PR1018251	Aflac After Tax Pay Period: 10/18/2025	57.87
Total 2:					156.40
4037	10/30/2025	MN DEPT OF LABOR & I	3RD QTR 2025	BLDG SURCHARGE REPORT - 3RD QTR	3,430.52
Total 372:					3,430.52
4038	10/30/2025	HEALTHPARTNERS	NOV 2025	DENTAL INSURANCE - NOV 2025	168.88
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	4.14
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	722.14
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	264.75
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	36.11
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	65.45
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	211.02
4038	10/30/2025		NOV 2025	DENTAL INSURANCE - NOV 2025	11.58
Total 71:					1,484.07
140637	10/06/2025	VICTORY AUTOMOTIVE S	1403867	PD 2024 CHEV TAHOE OIL CHG/TIRE ROTATE	116.45
Total 3377:					116.45
140638	10/06/2025	WIDSETH SMITH NOLTIN	240447	CH REMODEL & ADD ENG FEES THRU 9/12/25	2,300.20

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 1632:					2,300.20
140640	10/16/2025	AT&T MOBILITY	x10032025	PD CELL PHONES	960.86
Total 2937:					960.86
140640	10/10/2025	Wallin, Donald	10102025	PW STRAW BALES	200.00
Total 621:					200.00
140641	10/16/2025	AUTO VALUE PEQUOT L	66268319	PW BATTERIES	163.99
Total 123:					163.99
140642	10/16/2025	BCA	892027	PD CJDN ACCESS FEE	300.00
140642	10/16/2025		892027	PD CJDN ACCESS FEE	300.00
Total 2916:					600.00
140643	10/16/2025	BOUND TREE MEDICAL	85953110	PD ROCURONIUM	495.39
140643	10/16/2025		85953111	PD KETAMINE & MIDAZOLAM	307.93
Total 1192:					803.32
140644	10/16/2025	BREEZY POINT HARDWA	37898	PW FUEL	70.56
140644	10/16/2025		37899	SEWER FUEL	30.77
140644	10/16/2025		37904	PW TAPE	5.99
140644	10/16/2025		37912	SEWER GLOVES	17.99
140644	10/16/2025		37915	PW FUEL	125.00
140644	10/16/2025		37921	SEWER BATTERIES	12.99
140644	10/16/2025		37930	SEWER WIN 22LR PRN	11.99
140644	10/16/2025		37939	SEWER FUEL	11.98
140644	10/16/2025		37940	PARKS ANTIFREEZE	4.99
140644	10/16/2025		37945	PW FUEL	67.05
140644	10/16/2025		37976	CH POWER STRIP	12.99
140644	10/16/2025		37983	SEWER FUEL	25.64
140644	10/16/2025		37992	PARKS ANTIFREEZE	22.99
140644	10/16/2025		G94167	PARKS ANTIFREEZE RETURN	4.99-
Total 2519:					415.94
140645	10/16/2025	CHARTER COMMUNICAT	156481201100725	INTERNET SERVICE	.42
140645	10/16/2025		156481201100725	INTERNET SERVICE	1.40
140645	10/16/2025		156481201100725	INTERNET SERVICE	54.03
140645	10/16/2025		156481201100725	INTERNET SERVICE	.42
140645	10/16/2025		156481201100725	INTERNET SERVICE	55.99
140645	10/16/2025		156481201100725	INTERNET SERVICE	.70
140645	10/16/2025		156481201100725	INTERNET SERVICE	27.02
140645	10/16/2025		175604301100125	PD CABLE TV	38.47
Total 3199:					178.45
140646	10/16/2025	CITY OF BREEZY POINT	PD 3RD QTR 2025	PD 3RD QTR SEWER	150.00

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 129:					150.00
140647	10/16/2025	COLUMN SOFTWARE PB	6AA024C4-0040	BUSCHMANN RD PH NOTICE	40.80
140647	10/16/2025		6AA024C4-0041	PH NOTICE DELINQUENT SEWER ASSESSMENTS	45.06
Total 3302:					85.86
140648	10/16/2025	CTC	21670763	TELEPHONE SERVICE	261.84
140648	10/16/2025		21670763	TELEPHONE SERVICE	35.71
140648	10/16/2025		21670763	TELEPHONE SERVICE	436.58
Total 2893:					734.13
140649	10/16/2025	CULLIGAN	SEPT 2025	PD WATER	66.40
Total 368:					66.40
140650	10/16/2025	D&N LANDWORKS LLC	6856	Parks Black Dirt	5,100.00
Total 3187:					5,100.00
140651	10/16/2025	DIAMOND INDUSTRIAL C	27729	PW EQUIPMENT CLEANING SUPPLIES	468.79
Total 2159:					468.79
140652	10/16/2025	DTM FLEET SERVICE	2626	PD 2025 CHEV TAHOE SQUAD BLD OUT	5,322.39
Total 2894:					5,322.39
140653	10/16/2025	DUET RESOURCE GROU	19449	CH FURNITURE - PHASE II	18,927.50
Total 3530:					18,927.50
140654	10/16/2025	GARBE, MARSHALL	100925	MILEAGE REIMBURSEMENT	236.60
Total 3759:					236.60
140655	10/16/2025	GOPHER STATE ONE CA	5090247	SEWER LOCATES	33.75
Total 78:					33.75
140656	10/16/2025	GrassMaster Professiona	116168	CEMETERY LAWN MOWING & FERTILIZE	1,685.00
140656	10/16/2025		116168	CH & BALL PARK LAWN MOWING	492.00
140656	10/16/2025		116168	PD LAWN MOWING	365.00
Total 95:					2,542.00
140657	10/16/2025	HEARTLAND ANIMAL RE	09/2025	ANIMAL IMPOUND FEES	333.87
Total 109:					333.87
140658	10/16/2025	HOVDE ENTERPRISES	1386	ANNUAL DOT INSPECTIONS	450.00
140658	10/16/2025		1386	ANNUAL DOT INSPECTIONS	450.00

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 2904:					900.00
140659	10/16/2025	HYTEC CONSTRUCTION	15322	CH REMODEL/EXPANSION PAY APP #12	80,332.02
Total 2863:					80,332.02
140660	10/16/2025	INTOXIMETERS INC	791825	PD DRYGAS	125.00
Total 314:					125.00
140661	10/16/2025	LAKES AREA WILDLIFE	14922	ANIMAL CONTROL	583.50
Total 3053:					583.50
140662	10/16/2025	LARSON EXCAVATING C	PAY APP 3	CR 11 SANITARY SEWER EXTENSION	26,359.04
Total 3739:					26,359.04
140663	10/16/2025	MARCO TECHNOLOGIES	565458536	COPIER LEASE	230.69
140663	10/16/2025		565458536	COPIER LEASE	57.67
Total 2720:					288.36
140664	10/16/2025	MENARDS- BAXTER	55329	CH SOAP, BROOM & DUST PAN	37.32
140664	10/16/2025		55479	SEWER CHLORIN GRANULES	99.99
140664	10/16/2025		55479	PARKS FERTILIZER & CEDAR CHIPS	348.33
140664	10/16/2025		55808	CH PATIO BLOCK	139.92
Total 173:					625.56
140665	10/16/2025	MIDWEST MACHINERY C	10656398	SEWER V-BELT RETURN	15.72-
140665	10/16/2025		10663041	PARKS MOWER BLADE	91.45
Total 2335:					75.73
140666	10/16/2025	MN DEPT OF LABOR & I	ABR0359679X	WWTP UM PRESSURE VESSEL	25.00
Total 372:					25.00
140667	10/16/2025	NORTHPOINT EMERGEN	1310	PD POST TRAINING	275.00
Total 3758:					275.00
140668	10/16/2025	ON SYSTEMS INC	12233	IT SUPPORT	721.83
140668	10/16/2025		12233	IT SUPPORT	288.73
140668	10/16/2025		12233	IT SUPPORT	2,021.11
140668	10/16/2025		12233	IT SUPPORT	216.55
140668	10/16/2025		12233	IT SUPPORT	360.91
140668	10/16/2025		12293	LAPTOP COMPUTER J. CARLSON	1,139.00
Total 2224:					4,748.13
140669	10/16/2025	PELICAN SQUARE INC	1013513	SEWER FUEL	16.61

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 113:					16.61
140670	10/16/2025	PEQUOT LAKES SANITA	CH OCT 2025	CH TRASH SERVICE	40.00
140670	10/16/2025		CH OCT 2025	CH TRASH SERVICE	62.66
140670	10/16/2025		CH OCT 2025	PW TRASH SERVICE	41.77
140670	10/16/2025		OCT 2025	PD TRASH SERVICE	25.10
Total 121:					169.53
140671	10/16/2025	PIKE PLUMBING AND HE	91505	PW BACKFLOW TESTING MAINT GARAGE	245.00
Total 2887:					245.00
140672	10/16/2025	QUADIENT FINANCE US	SEPT 2025	POSTAGE PURCHASE 9/3/25	300.00
Total 2911:					300.00
140673	10/16/2025	QUADIENT LEASING US	Q2044438	POSTAGE MACHINE LEASE	8.95
140673	10/16/2025		Q2044438	POSTAGE MACHINE LEASE	35.79
140673	10/16/2025		Q2044438	POSTAGE MACHINE LEASE	35.79
140673	10/16/2025		Q2044438	POSTAGE MACHINE LEASE	8.95
140673	10/16/2025		Q2044438	POSTAGE MACHINE LEASE	8.95
140673	10/16/2025		Q2044438	POSTAGE MACHINE LEASE	35.79
Total 3045:					134.22
140674	10/16/2025	SADUSKY RENOVATION	SEPT 2025	BUILDING INSPECTIONS SERVICES	11,748.98
Total 239:					11,748.98
140675	10/16/2025	SPECIALTY SOLUTIONS	153768	PARKS SEED MIX	836.06
Total 3375:					836.06
140676	10/16/2025	SWANSTON EQUIPMENT	R01739	PW DURAPATCHER RENTAL	1,900.00
Total 3754:					1,900.00
140677	10/16/2025	TDS TELECOM	012-406-0304	INTERNET SERVICE	29.80
140677	10/16/2025		012-406-0304	INTERNET SERVICE	11.92
140677	10/16/2025		012-406-0304	INTERNET SERVICE	83.44
140677	10/16/2025		012-406-0304	INTERNET SERVICE	8.94
140677	10/16/2025		012-406-0304	INTERNET SERVICE	14.90
Total 155:					149.00
140678	10/16/2025	ULINE	198633255	BLDG DEPT PERMIT BAGS	61.50
Total 953:					61.50
140679	10/16/2025	VICTORY AUTOMOTIVE S	1403440-1	PD 2022 FORD EXP OIL CHANGE	98.55
Total 3377:					98.55

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
140680	10/16/2025	WIDSETH SMITH NOLTIN	240600	CR 11 SANITARY SEWER EXT ENGINEERING FEES THRU 9/12/2	4,503.06
140680	10/16/2025		240602	STREETS CIP ENGINEERING FEES THRU 9/12/25	280.00
Total 1632:					4,783.06
140681	10/16/2025	XCEL ENERGY	946477477	PD NATURAL GAS SERVICE	41.20
140681	10/16/2025		946591828	PW NATURAL GAS	62.69
Total 105:					103.89
140682	10/16/2025	CITY OF BREEZY POINT	OPENING TILL	OPENING TILL	300.00
Total 129:					300.00
140683	10/30/2025	A.O.S. TREE SERVICE	2123	PW TREE REMOVAL ON BEAR DR	1,000.00
Total 3400:					1,000.00
140684	10/30/2025	AAA RENTAL INC	92129	PARKS COMPRESSOR & CONNECTOR	95.19
140684	10/30/2025		92129	CEMETERY COMPRESSOR & CONNECTOR	95.19
Total 102:					190.38
140685	10/30/2025	AW RESEARCH LABORA	74725	SEWER TESTING	166.00
140685	10/30/2025		74734	SEWER TESTING	30.00
Total 12:					196.00
140686	10/30/2025	BOUND TREE MEDICAL	85970655	PD MEDICAL SUPPLIES	339.93
Total 1192:					339.93
140687	10/30/2025	BREEZY POINT HARDWA	38035	PW FUEL	104.75
140687	10/30/2025		38045	PW FUEL	112.30
140687	10/30/2025		38045	PW TARP STRAP	2.99
140687	10/30/2025		38052	PW FUEL	140.79
140687	10/30/2025		38053	PW FUEL	61.32
140687	10/30/2025		38058	SEWER PARTS	13.97
140687	10/30/2025		38060	SEWER FUEL	33.04
140687	10/30/2025		38071	PARKS FUEL	14.93
140687	10/30/2025		38110	PW FASTENERS	11.28
140687	10/30/2025		38117	PW DECK SCREWS & BRACKETS	99.93
140687	10/30/2025		38130	SEWER FUEL	13.17
140687	10/30/2025		38131	PARKS SOAP	20.00
140687	10/30/2025		38132	PW BATTERIES	16.99
140687	10/30/2025		38182	PW FUEL	133.20
Total 2519:					778.66
140688	10/30/2025	BUILDERS FIRST SOURC	100581994	PW FUEL CONTAINMENT	78.02
Total 2882:					78.02
140689	10/30/2025	CDW-GOVERNMENT	AG5G63D	PD DELL PRO 16 & DELL PRO MICRO (STATE AID)	2,583.49

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 2675:					2,583.49
140690	10/30/2025	COLUMN SOFTWARE PB	6AA024C4-0042	PH NOTICE 10/29 & 11/05 ID: 27PXQgG55x44sTOink8B	71.58
Total 3302:					71.58
140691	10/30/2025	CROW WING CO LAND S	9082	E911 ADDRESSING FEES	100.00
Total 359:					100.00
140692	10/30/2025	Crow Wing Power	1438703SEP2025	SEWER PLANT ELECTRIC 9/8/25 - 10/8/25	2,307.64
140692	10/30/2025		1439301SEP2025	#4 POND TSF PUMP ELECTRIC 9/8/25 - 10/8/25	249.29
140692	10/30/2025		1460301SEP2025	LIFT PUMP 2 ELECTRIC 9/8/25 - 10/8/25	37.82
140692	10/30/2025		1501301SEP2025	LIFT PUMP 4 ELECTRIC 9/8/25 - 10/8/25	171.34
140692	10/30/2025		1516802SEP2025	OLD CITY HALL ELECTRIC 9/8/25 - 10/8/25	118.94
140692	10/30/2025		1516802SEP2025	MAINT BLDG ELECTRIC 9/8/25 - 10/8/25	118.94
140692	10/30/2025		1518101SEP2025	LIFT PUMP 5 ELECTRIC 9/8/25 - 10/8/25	56.26
140692	10/30/2025		1528301SEP2025	LIFT PUMP 3 ELECTRIC 9/8/25 - 10/8/25	41.75
140692	10/30/2025		1532601SEP2025	LIFT PUMP 1 ELECTRIC 9/8/25 - 10/8/25	294.77
140692	10/30/2025		33476401SEP2025	CEMETERY WELL ELECTRIC 9/8/25 - 10/8/25	174.12
140692	10/30/2025		33770501SEP2025	LIFT PUMP 6 ELECTRIC 9/8/25 - 10/8/25	85.28
140692	10/30/2025		33929201SEP2025	LIFT PUMP 7 ELECTRIC 9/8/25 - 10/8/25	54.66
140692	10/30/2025		34120201SEP2025	PSB ELECTRIC 9/8/25 - 10/8/25	550.23
140692	10/30/2025		34265401SEP2025	LIFT PUMP 8 ELECTRIC 9/8/25 - 10/8/25	36.59
140692	10/30/2025		34454801SEP2025	CEMETERY NORTH ELECTRIC 9/8/25 - 10/8/25	31.92
140692	10/30/2025		34569801SEP2025	8319 N SPRUCE DR ELECTRIC 9/8/25 - 10/8/25	32.00
140692	10/30/2025	34613101SEP2025	LIFT PUMP 9 ELECTRIC 9/8/25 - 10/8/25	34.25	
140692	10/30/2025	35276301SEP2025	FISHING PIER ELECTRIC 9/8/25 - 10/8/25	10.00	
140692	10/30/2025	36058101SEP2025	CITY HALL ELECTRIC 9/8/25 - 10/8/25	527.00	
Total 61:					4,932.80
140693	10/30/2025	FYLES SATELLITES INC.	14522	PARKS PORTABLE RESTROOM 8/14/25 - 10/9/25	300.00
140693	10/30/2025		14531	PARKS PORTABLE RESTROOM 9/3/25 - 10/8/25	256.25
140693	10/30/2025		14567	PARKS PORTABLE RESTROOM 8/21/25 - 10/16/25	300.00
Total 2927:					856.25
140694	10/30/2025	GARCIA, JOSEF E	102225	PD TRAINING MEALS & MILEAGE - J. GARCIA	300.39
Total 72:					300.39
140695	10/30/2025	JOHNSON, JEFF	31051 PALMER CT	31051 PALMER CT SEWER ACCT CREDIT BALANCE REFUND	75.00
Total 3761:					75.00
140696	10/30/2025	LAKES PRINTING INC	228900	2025 FALL NEWSLETTER	2,291.03
Total 920:					2,291.03
140697	10/30/2025	LEAGUE OF MINNESOTA	436208	2025 FALL FORUMS - A. POLSFUSS	30.00
Total 125:					30.00

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
140698	10/30/2025	LYNN LEMBCKE CONSU	25-038	PD BODY WORN CAMERA AUDIT	1,150.00
Total 3762:					1,150.00
140699	10/30/2025	M&R SIGN CO. INC.	229614	PW SIGN MATERIALS	95.13
Total 111:					95.13
140700	10/30/2025	MENARDS- BAXTER	56451	CH WASTE BASKETS, LINERS, & AIR FILTERS	106.53
140700	10/30/2025		56451	CH BREAKROOM SUPPLIES	5.37
Total 173:					111.90
140701	10/30/2025	MN FALL MAINTENANCE	258674	PW FALL MAINTENANCE EXPO	150.00
Total 844:					150.00
140702	10/30/2025	PAPER STORM	30806	PD DOCUMENT DESTRUCTION	67.60
Total 1068:					67.60
140703	10/30/2025	PRATT, ROBERT C.	102725	CLOTHING REIMBURSEMENT	91.29
Total 1188:					91.29
140704	10/30/2025	RATWIK ROSZAK & MAL	80823	LEGAL SERVICES	2,593.88
Total 1645:					2,593.88
140705	10/30/2025	SALVEVOLD, NICHOLAS	102225	PD TRAINING MEALS & MILEAGE - N. SALVEVOLD	257.61
Total 3052:					257.61
140706	10/30/2025	SCHRUPP EXCAVATING	20251420	SEWER GATE VALVE REPLACEMENT	4,000.00
140706	10/30/2025		20251420	SEWER GATE VALVE REPLACEMENT	4,000.00
Total 1228:					8,000.00
140707	10/30/2025	S-N-K CARWASH & OIL C	69957	SEWER 2016 FORD EXP OIL CHANGE	58.95
Total 3051:					58.95
140708	10/30/2025	SPARROW CLEANING S	3836	PD OFFICE CLEANING	450.00
140708	10/30/2025		3837	CITY HALL OFFICE CLEANING	475.00
Total 107:					925.00
140709	10/30/2025	ST CLOUD STAMP & SIG	OE-18747	NAME PLATES A. POLSFUSS & K. NELSON	59.23
Total 3060:					59.23
140710	10/30/2025	VERIZON WIRELESS	6125636365	CELL PHONES 10/11/25 - 11/10/25	100.48
140710	10/30/2025		6125636365	BILL SCHULTZ CELL PHONES 10/11/25 - 11/10/25	100.48

Check Number	Check Issue Date	Name	Invoice Number	Description	Check Amount
Total 1274:					200.96
140711	10/30/2025	Vestis	2530458477	CITY HALL RUGS	98.61
Total 2987:					98.61
140712	10/30/2025	VICTORY AUTOMOTIVE S	1404067	PD 2021 FORD EXP OIL CHANGE & TIRE MOUNTINGS	157.98
140712	10/30/2025		1404097	PD 2024 CHEV TAHOE TIRE MOUNTING	21.95
Total 3377:					179.93
140713	10/30/2025	WICKS ADVANCED DRAI	4791	SEWER TELEWISE MAIN & FIND STUB ON N LAKEVIEW DR	250.00
Total 3338:					250.00
140714	10/30/2025	WIDSETH SMITH NOLTIN	241107	CH REMODEL & ADD ENG FEES THRU 10/10/25	2,300.20
140714	10/30/2025		241273	CR 11 SANITARY SEWER EXT ENGINEERING FEES THRU 10/10/	3,240.00
140714	10/30/2025		241274	GENERAL ENGINEERING SERVICES THRU 10/10/25	770.00
140714	10/30/2025		241275	2026 STREETS IMPROVEMENTS FEASIBILITY THRU 10/10/25	1,640.00
140714	10/30/2025		241276	BP PARK ENGINEERING FEES THRU 10/10/25	4,136.28
Total 1632:					12,086.48
140715	10/30/2025	ZIEGLER INC	IN002104203	PW EQUIPMENT OIL	18.09
Total 135:					18.09
Grand Totals:					279,728.73

Report Criteria:

Detail report type printed

[Report].Check Number = 4023-4038,140637-140716

Breezy Point City Council October 6, 2025 – 6:30 pm Meeting minutes

Call to Order

Mayor Roggenkamp called the regular City Council meeting to order at 6:30 PM on Monday, October 6, 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, and Public Works Supervisor Joe Zierden.

Consent Agenda

Mayor Roggenkamp read the items on the consent agenda. Council member Scott requested to remove item I (Resolution No. 23-2025 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations) and place it on the regular agenda as item 6.J.

- Claims Totaling \$460,880.36 - Checks 140544-140636 and eChecks 3998e-4022e;
- City Council Meeting Minutes September 2, 2025;
- Approve Employment for Kathleen Nelson as Administrative Assistant;
- Approve Change Order No. 1 for CR-11 Sanitary Sewer Extension Project;
- Approve Pay Application #3 for CR-11 Sanitary Sewer Extension;
- Approve LG214 Gambling License for Breezy Point Skate Club The North Star located at 30898 Ranchette Drive Breezy Point, MN 56472.
- Approve Purchase of Repair Gate Valve for sewer pond;
- Resolution 22-2025 Approving 2025 Budget Amendment;

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

Open Forum was opened for public comments by Mayor Roggenkamp. No members of the public came forward to address the council. The open forum was closed.

Approve Pay Application #12 for City Hall Project

Administrator Polsfuss presented Pay Application #12 for the City Hall facility project in the amount of \$80,332.02. She recommended approving the pay application as presented.

Council member Scott inquired about anticipated additional pay requests. Administrator Polsfuss stated that there should be just one more to finalize, likely at the November meeting or possibly at the December meeting.

Council member Jensen moved to approve Pay Application #12 for the City Hall Project at \$80,332.02. seconded by Council member Moroni. The motion carried 4-1, Scott Opposed.

Resolution 24-2025 Request to Rezone one Portion of Outlot A. Whitebirch 7th Addition from R-4 to RC Resort Commercial and Rezone portion of Outlot B Whitebirch 7th Addition from RC to R4

City Planner Jerry Bohnsack introduced the item, stating that the planning commission held public hearings on this request in September. David Landecker, representing Whitebirch Inc., provided an overview of the rezoning request.

Landecker explained that the rezoning was necessary to allow for changes to golf holes 8 and 9. He clarified that there were no plans to develop the property that would be reclassified as R-4, and the request was to maintain continuity of zoning classifications.

Council member Jensen expressed that he had toured the property and his concerns about the wood buffer and potential outbuildings were addressed by Mr. Landecker.

Bohnsack noted that the planning commission recommended approval of the rezoning request and that a super majority (at least 4 votes) would be required for approval.

Council member Jensen moved to approve Resolution No. 24-2025 for the rezoning request, seconded by Council member Moroni. The motion carried 5-0.

Resolution 25-2025 Approve Request to Vacate Utility and Drainage Easement within Outlot C Whitebirch 7th Addition

Planner Bohnsack explained that this request was related to the previous rezoning item. He stated that the planning commission held a public hearing and recommended approval of the vacation of the utility and drainage easement.

Council member Scott moved to approve Resolution 25-2025, seconded by Council member Ball. The motion carried 5-0.

Resolution 26-2025 Approve Subdivision Application Whitebirch Inc.

Mr. Bohnsack explained that this subdivision application was related to the previous two items. He stated that the proposed subdivision would reflect the actual zoning lines for R-4 and RC. He clarified that any future development would require re-subdivision into lots and blocks.

Council member Moroni moved to approve Resolution No. 26-2025 for the subdivision application from Whitebirch Inc., seconded by Council member Jensen. The motion carried 5-0.

Special Assessment Policy

Administrator Polsfuss presented two options for revising the special assessment policy as discussed by the finance committee. Option 1 included a special benefit appraisal, while Option 2 included a percentage split with a cap.

The council discussed the pros and cons of each option, with consideration given to equity for taxpayers, compliance with state law, and the ability to budget for future projects. Kevin Kruger from WSB Engineering provided additional insight on how special benefit analyses could be incorporated into either option.

After extensive discussion, the council reached a consensus to pursue Option 2 with the inclusion of a special benefit analysis component.

Council member Moroni moved to direct staff to draft a special assessment policy based on Option 2 with the inclusion of a special benefit analysis component, seconded by Council member Jensen. The motion carried 5-0.

Resolution 27-2025 Ordering Preparation of Feasibility Report for 2026 Street Improvement Project (CP-02)

Nick from WSB presented the resolution, explaining that it was a requirement of Minnesota Statutes Chapter 429 to specially assess a project.

Council member Scott advocated for early communication with affected property owners. The council discussed the timing and content of such communications, considering the need to balance informing residents with avoiding premature questions.

Council member Moroni moved to approve Resolution No. 27-2025 ordering preparation of the feasibility report for the 2026 Street Improvement Project (CP-02), with the addition of sending out general information to affected landowners, seconded by Council member Jensen. The motion carried 5-0.

Approve Engineering Contract for Feasibility Report for 2026 Street Improvement Project (CP-02)

Nick Peterson from Widseth Engineering presented the proposal for the engineering contract, outlining the scope of work from site visits to the improvement hearing.

Council member Jensen moved to approve the engineering contract for the feasibility report for the 2026 Street Improvement Project (CP-02), seconded by Council member Moroni. The motion carried 5-0.

Resolution 28-2025 Approve Plans and Specifications and Authorize Ad for Bid for 2026 Buschmann Road Project (CP-01)

Kevin Krueger from WSB presented the resolution, explaining that it would authorize them to advertise for bids. He outlined the timeline for advertising and bid opening.

Council member Jensen moved to approve Resolution No. 28-2025 to approve plans and specifications and authorize ad for bid for the 2026 Bushman Road Project (CP-01), seconded by Council member Moroni. The motion carried 4-1, Scott Opposed.

Resolution 29-2025 Call for Public Hearing on Preliminary Issuance of Bonds to be held November 3, 2025

Administrator Polsfuss explained that this resolution was part of the bond issuance process required under Minnesota state statute. She noted that the bond advisor would be present at the November 3rd meeting to answer public questions.

Council member Moroni moved to approve Resolution No. 29-2025 to call for a public hearing on the preliminary issuance of bonds to be held November 3, 2025, seconded by Council member Jensen. The motion carried 4-1, Scott Opposed.

Resolution 23-2025 Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations

Council member Scott, who had requested this item be moved from the consent agenda, stated that his questions had been answered during the course of the meeting. He clarified that this resolution was to get ahead of costs being incurred for 2026 road improvements, stating that the city may issue a reimbursement bond.

Council member Moroni moved to approve Resolution No. 23-2025 establishing procedures relating to compliance with reimbursement bond regulations, seconded by Council member Jensen. The motion carried 5-0.

City Hall Event

Administrator Polsfuss announced that the city would be hosting a ribbon-cutting and open house event to celebrate the completion of the new city hall on November 3rd at 5:30 PM. She encouraged all council members to attend and invited the community to come and see the new facility.

Zoning Code Update

Administrator Polsfuss reported that the finance committee had discussed alternatives to the previously budgeted \$85,000 zoning code update project. They determined that the funds would be better spent on two smaller projects for under \$10,000 and replenishing capital reserves. This change would lower the levy to just under 9%. The final decision would be part of the budget approval in December.

Public Works Update

Public Works Supervisor Joe Zierden reported on improvements being made in the park between the playground and community gardens, including removing unsightly trees, thinning brush, and seeding grass. He also mentioned plans for shore stabilization work on Shoreview Lane in late October or early November.

Adjourn

Council member Moroni moved to adjourn the meeting, seconded by Council member Jensen. The motion carried unanimously.

The meeting was adjourned at 7:45 PM.

Submitted by: Deb Runksmeier
Deputy City Clerk

Signature

Date

DRAFT



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item C.

Prepared By: <i>Brian Sandell, Chief of Police</i>	Meeting Date: <i>November 3, 2025</i>	Item Name: Trailer Purchase
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BACKGROUND/DISCUSSION

The Police Department has a storage shed at the sewer ponds to store target stands, targets, and other firearms training equipment. Over the years the floor has become rotten and mice and other rodents have infested the shed.

With the upcoming sewer expansion, the firearms range will need to be relocated to a different area.

The purchase of an enclosed trailer will allow for inside storage at the public safety building and the ability to transition to a new training site. The enclosed trailer will also be available for burglary recoveries where a large amount of property has been stolen.

FINANCIAL IMPACT

This will be a non-budgeted purchase using MN Public Safety Aid which is available to complete the purchase.

STAFF RECOMMENDATION

Approve the purchase of an enclosed trailer from M&G Trailer Sales with a cost of \$6,360.50.

SUPPORTING DOCUMENTS

Attachment A-Trailer Quote



M&G Trailer Sales, Service and Rental

9387 Highway 10 NW
Ramsey MN 55303
763-506-0930
www.mgtrailer.com

Section 5, Item C.

CITY OF BREEZY POINT

Date
Invoice
Salesperson Neilee Robeck

H W 218-562-4488 C 218-851-0804

I hereby agree to purchase the following unit(s) from M&G Trailer Sales under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

Table with 7 columns: New/U, Year, Make, Model, Serial No., Stock No., Price (Incl factory options). Row 1: New, 2026, EZ-HAULER, EZEC6X10XLT+, 5WFBE101XTS032836, 25071803, \$5,995.00

Options:

Table listing options and prices: Dealer Unit Price (\$5,995.00), Parts & Accessories (\$0.00), Labor (\$0.00), Cash Price (\$5,995.00), Trade Allowance (\$0.00), Payoff (\$0.00), Net Trade (\$0.00), Net Sale (Cash Price - Net Trade) (\$5,995.00), Sales Tax (\$0.00), Vehicle Tax (\$0.00), Federal Excise Tax (\$0.00), Document or Administration Fees (\$275.00), Registration Tax (\$55.00), Plate Fee (\$2.50), State/Deputy Filing Fee (\$12.00), MN Vehicle Excise Tax (\$20.00), DRVS Surcharge (\$1.00), Title Tech/Reg Tech Srchg (\$0.00)

Notes:

Summary table: Sub Total (Net Sale + Other Charges) \$6,360.50, Deposits \$0.00, Balance Paid \$0.00, Amount to Pay/Finance \$6,360.50

Trade Information

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the trailer may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement. NON-REFUNDABLE DEPOSIT~ All amounts paid hereunder shall be nonrefundable once paid.

TRADE-IN NOTICE: Customer represents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lender.

Customer Signature _____ Dealer Signature _____

Thank You for Your Business!



CITY COUNCIL MEETING

AGENDA ITEM

<p>Prepared By: Allie Polsfuss, City Administrator on behalf of the Personnel Committee</p>	<p>Meeting Date: 11/3/2025</p>	<p>Item Name: Approve Law Enforcement Labor Services Union #359 Agreement for 2026, 2027, 2028</p>
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BACKGROUND

The current agreement with LELS #359 Union, representing our Police Officers, is set to expire on December 31, 2025. After negotiations, the Personnel Committee and union representatives have reached a tentative agreement on the terms of a new three-year contract covering the period from January 1, 2026, through December 31, 2028.

OVERVIEW

The LELS #359 Business agent and union members presented their initial proposal on July 29, 2025. The proposal was then presented to the Personnel Committee consisting of Council member Moroni and (alternate) Council member Jensen. Negotiations continued until a final agreement was reached on September 30, 2025. The updated contract covers the period from January 1, 2026 through December 31, 2028. A redlined version of the agreement is included as Attachment A for reference.

Below is a summary of the new terms:

- **Article 15, Page 11:**
Addition of Field Training Officer (FTO) compensation language, providing additional pay for officers actively training new hires. This is standard language consistent with industry practice.
- **Article 19, Page 14:**
Inclusion of language regarding annual vacation accruals, effective January 1 of each year, aligning with City policy adopted in 2024.
- **Article 21, Page 18:**
Addition of two (2) days of sick leave accrual annually. This adjustment aligns with rates offered in comparable departments.
- **Appendix 1, Page 23 – Wages:**
Wage adjustments based on market comparisons with surrounding communities:
 - 4% COLA effective January 1, 2026
 - 4% COLA effective January 1, 2027
 - 4% COLA effective January 1, 2028

Note that an MOU was approved to change the wage grid in 2024 and 2025. The proposed increases are based on that wage grid. [See MOU here](#)

- **Appendix 1, Page 24 – Pay Differentials:**
Adjustments to shift differential pay, reflecting both comparability with peer departments and consistency with the City's past practices.
- **Page 24 – Policy Language Clean-up:**
Updated contract language to ensure clarity and alignment with current City policies and procedures.

These negotiations were both productive and positive, reflecting a shared commitment to supporting our law enforcement personnel. The resulting agreement reinforces the City's recognition of the dedication of our police officers.



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item D.

FINANCIAL IMPACT

The 2026 preliminary levy includes the budgeted increases.

STAFF RECOMMENDATION

Approve Law Enforcement Labor Services Union #359 Agreement for 2026, 2027, 2028

SUPPORTING DOCUMENTS

Attachment A- LELS Draft Agreement

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CITY OF BREEZY POINT

AND

LAW ENFORCEMENT LABOR

SERVICES, INC.

LOCAL NO. 359

POLICE

January 1, 202~~63~~ - December 31, 202~~85~~

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PREAMBLE

THIS AGREEMENT is entered into by and between the City of Breezy Point (hereafter the "Employer") and Law Enforcement Labor Services, Inc., Local No. 359 (hereafter the "Union").

**ARTICLE 1
DEFINITIONS**

The terms set forth below shall be defined as follows:

Section 1.3.a Regular Full-Time Employee. Any person employed by the City who is scheduled to work at least forty (40) hours a week or 2,080 hours in a year, has successfully completed the one year probationary period and does not have a defined termination date. Regular full-time employees are eligible for benefits as provided in this Agreement.

Section 1.3.b Regular Part-Time Employee. Any person employed by the City who is regularly scheduled to work less than forty (40) hours a week, has successfully completed the one (1) year probationary period and does not have a defined termination date. Regular part-time employees shall be eligible for City benefits in accordance with the terms of the City's Personnel Policy.

**ARTICLE 2
PURPOSE OF AGREEMENT**

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties' full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. The provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

**ARTICLE 3
RECOGNITION**

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, as:

"All essential Licensed employees of the City of Breezy Point Police Department, Breezy Point, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory, confidential and all other employees."

**ARTICLE 4
EQUAL APPLICATION**

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.3. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- (1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 8 of this Agreement.
- (2) There shall be no interference by the parties to this Agreement with the rights of employees to become, continue as, or not become members of the Union.
- (3) The Union agrees to fairly represent all members of the bargaining unit regardless of Union membership or non-membership or any other factor.

**ARTICLE 4A
EMPLOYER SECURITY**

Section 4A.1. Neither the Union, its officers or agents, or any employee in the bargaining unit, will engage in, encourage, sanction, support or suggest any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971, as amended.

Section 4A.2. The failure or refusal on the part of any employee to comply with the provisions of this Article II may result in immediate discipline up to and including discharge.

Section 4A.3. In the event that an unauthorized strike occurs, the Union shall immediately:

- (1) Notify the Employer that such strike is unauthorized;
- (2) Order its members back to work; and
- (3) Advise the employees, in writing, that the strike is unauthorized and that employees are directed to cease such action and return to normal work.

**ARTICLE 5
UNION ACTIVITY**

Section 5.1. Union Steward. The Union may designate an employee from the bargaining unit to act as a Union Steward and an alternate and shall inform the Employer in writing of such choice and any changes in the designation of Steward and/or alternate. The Steward shall not leave work

duties for Union business without prior permission of the Police Chief and shall notify the Police Chief upon return to work duties. If a grievance meeting or other Union meeting with the Employer, except contract negotiations meetings, is conducted during working hours of the Steward, the Steward shall be allowed to participate in the meeting without loss of pay. However, the Steward shall be obligated to respond to the needs of the service if called upon to do so.

Section 5.2. The Business Agent of the Union, upon request to the Police Chief, shall be granted permission to enter upon the Employer’s premises at times mutually satisfactory to the Business Representative and the Police Chief, for the purpose of (1) meeting with the Police Chief; (2) attending a Step 2 or Step 3 grievance meeting with the Employer representative; or (3) meeting with bargaining unit employee(s) at a meeting place designated by the Police Chief. During such visits the Business Representative shall not interfere with the service or operations of the Employer or with on-duty employees. When the Police Chief is unavailable, permission required pursuant to this Section may be requested from the Sergeant.

Section 5.3. Bulletin Board. The Employer agrees to make space available either on the Employer bulletin board or on a separate Union bulletin board for the posting of official Union notice(s) and announcements. All notices and announcements posted on the bulletin board shall be initiated, initialed and dated either by the Business Representative or a Steward. No materials shall be posted on the bulletin board which are derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication; or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or Steward if the Employer has removed material.

**ARTICLE 6
CHECKOFF OF UNION DUES/FAIR SHARE**

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, as Union dues, such deductions to be made from the payroll and transmitted to the Union (address to be supplied by the Union) once per month the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Fair Share Fee. In accordance with Minnesota Statute 179A.06, subd. 3, the Union may require the Employer to deduct from the wages of each member of the bargaining unit who is not a member of the Union, a fair share fee in an amount equal to the regular membership dues of the exclusive representative, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eight-five percent (85%) of the regular membership dues. Such deductions shall be made in the same manner as dues under Section 1 of this Article.

Section 6.3. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims, suits, losses, or judgments brought or issued against the Employer arising out of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 7
EMPLOYER RIGHTS**

Section 7.1. The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to establish new or change existing personnel, facilities, equipment, functions, programs, budgets, technology, organizational structure, operations and services of the Employer, to assign duties, tasks, jobs, shifts, and overtime to personnel; to establish work schedules and hours; to hire, promote, assign, and transfer employees; to lay off employees because of lack of work or funds or other good and sufficient reasons; to make and enforce reasonable rules and regulations; and to perform any inherent managerial functions not specifically limited by this Agreement.

Section 7.2. The foregoing enumeration of the Employer’s authority shall not be deemed to exclude other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota. Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

**ARTICLE 8
GRIEVANCE PROCEDURE**

Section 8.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 8.2. Union Representative. The Employer will recognize a representative designated by the Union as the grievance representative of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the name of such Union representative and of their successor when so designated.

Section 8.3. Grievance Procedure. A grievance, as defined by Section 8.1, shall be resolved in conformance with the following procedure:

Step 1 – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present the grievance to the Police Chief in writing, setting forth the nature of the Employee’s grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the remedy requested. The Chief will discuss and give an answer to the Step 1 grievance within ten (10) calendar days after receipt of the grievance from the Employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by the Union within ten (10) calendar days after the due date of the Employer's Step 1 answer, or such grievance shall be considered waived.

Step 2 – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator. The City Administrator shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance unresolved in Step 2 may be appealed by the Union to Step 3 within ten (10) calendar days after the due date of the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days after the due date of the Employer's Step 2 answer, and not otherwise submitted to mediation as provided in Step 2A below, shall be considered waived.

Step 2A – A grievance unresolved in Step 2 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A mutually agreed submission to mediation preserves the time lines for filing Step 3.

Step 3 – A grievance unresolved in Step 2 or Step 2A and appealed to Step 3 by the Union may be submitted to arbitration within ninety (90) days in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. From the list of arbitrators furnished by the Bureau of Mediation Services, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The party striking first shall be determined by flip of the coin.

Section 8.4. Arbitrator's Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator's decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union. Each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may, with advance notice to the other party, cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 8.5. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 8.6. Choice of Remedy. If, as a result of the written Employer response in Step 2 or mediation in Step 2A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 3 of this Article or a procedure such as, Veteran’s Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 3 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article.

**ARTICLE 9
DISCIPLINE**

Section 9.1. Any discipline imposed by the Employer must be reasonable. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- (1) Oral reprimand, which shall be documented in writing and placed in the individual personnel file;
- (2) Written reprimand, which will be presented orally and also a copy placed in the individual personnel file;
- (3) Suspension without pay;
- (4) Discharge.

Progressive discipline does not require that discipline be imposed in the order listed in this Section 9.1.

Section 9.2. Notices of suspensions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective.

Section 9.3. Discipline which is to become part of an Employee’s personnel file, shall be read and acknowledged by signature of the Employee. The Employee’s signature is an acknowledgment of receipt and does not constitute a waiver of rights under the grievance procedure. If the Employee refuses to sign the acknowledgment, the Employer shall note the refusal on the document and

proceed to file it in the Employee's personnel file. The Employee will receive a copy of such notice of discipline.

Section 9.4. An employee, who is the subject of an investigation that the employee reasonably believes could lead to discipline against the employee, may have a Union representative present at such questioning. The Employee must request to have a union representative present at the investigatory interview, and the Employer has no obligation to inform the employee of his or her rights under this clause.

Section 9.5. Grievances relating to the discharge of an employee may be initiated by the Union at Step 2 of the grievance procedure.

**ARTICLE 10
HOURS OF WORK**

Section 10.1. Work Schedules. The sole authority in establishing work schedules is the Employer.

Section 10.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees. Overtime compensation shall be provided only as specified in Article 12.

Section 10.3. Scheduling. The Union recognizes that a reasonable condition of employment is a requirement that employees work a schedule of hours as established by the Employer. The Employer reserves the right to designate shifts and establish work schedules based on public necessity as determined by the Employer.

Section 10.4. The Employer reserves the right to change shifts immediately where deemed necessary by the Police Chief. Normally shift changes shall not be made solely for the purpose of avoiding overtime. The Employer agrees to make reasonable effort to provide notice to employees of changes of shifts or the normal work day in advance whenever possible. The Employer will offer to meet and confer with the Union prior to implementing permanent changes in the length of the normal workday for scheduled shifts or the shift times for which an employee is normally scheduled.

Section 10.5. Employees may request to temporarily exchange shifts where the exchange will not cause the Employer to be obligated to pay overtime, subject to approval of the Police Chief. The Police Chief's determination of shift is final.

Section 10.6. Employees assigned to patrol duties shall normally receive a forty five minute paid meal break during which the employee will be subject to being called to duty and two fifteen minute interruptible rest break periods during each full shift worked.

**ARTICLE 11
OFF-DUTY EMPLOYMENT**

Employees must receive prior written approval from the Employer before accepting outside/off-duty employment, which approval shall not be unreasonably denied. No outside/off-duty

employment will be permitted, which involves a conflict of interest, which brings discredit to the employee or the Police Department or which otherwise interferes with the performance of the employee's duties. These factors are illustrative only, and are not exclusive. Approval may be subsequently withdrawn at the discretion of the Employer.

**ARTICLE 12
OVERTIME**

Section 12.1. Employees shall be compensated for overtime hours worked at the rate of one and one-half (1½) times the employee's base rate of pay for hours worked in excess of eighty (80) hours in a fourteen (14) day work period. All actual hours worked, vacation, sick and holidays count as hours worked when calculating overtime.

Section 12.2. For purposes of calculating overtime compensation under the terms of this Agreement, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

Section 12.3. Business demands may sometimes require employees to work extra hours beyond those for which they are usually scheduled. When possible, the City will notify employees in advance if overtime will be necessary. However, employees are expected to be available, and to work the extra time when needed, regardless of what notice has been given.

**ARTICLE 13
COMPENSATORY TIME**

Section 13.1. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked, in accordance with this Article. Employees may choose, in lieu of cash overtime payment under Article 12, to instead accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated, the Employee shall be entitled to one and one-half (1½) hours off work without loss of pay. Any accumulated, unused compensatory time in excess of eighty (80) hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

Section 13.2. The City reserves the right to deny the use of compensatory time off if the organizational needs of the City necessitate that the employee work.

**ARTICLE 14
WAGES**

Section 14.1. Wages. Employees shall be paid at the rates set forth in Appendix 2 of this Agreement.

Section 14.3. Paramedic Program. An employee trained as a paramedic, who has been given authority by the City and the Medical Director to function as such, whether on or off duty, shall receive the appropriate pay grade according to the city's pay schedule to reflect the additional training and responsibility assigned to the employee.

Off-duty paramedics who learn of a medical call within the City of Breezy Point, or any area Breezy Point is responsible for policing, may go on duty and respond to the medical call. In the event of a paramedic call-out, the employee will receive time equal to the time expended or a minimum of two (2) hours, whichever is greater. The employee may elect this time to be compensatory time.

Section 14.4. Peace Officer’s License Fee. The City shall pay the cost of professional licensure certification fees to the State of Minnesota.

**ARTICLE 15
TRAINING TIME, COURT TIME, CALL TIME**

Section 15.1. Training Time.

- a. Assigned Training. Training and education may be necessary to meet the goals of the City to have employees function appropriately in their positions and to prepare employees to accept expanded responsibilities. Employees who are required by the City to participate in training programs shall be released from their work assignments and shall be paid for the time spent in training and travel. With the prior approval of the Police Chief or Supervisor, an employee required to attend continuing education courses in order to maintain professional licensure necessary to his/her City employment shall be released from work to attend courses determined to be relevant to the job.
- b. Optional Training. A regular full-time or probationary employee may request to attend a specific training activity. If, in the judgment of the Police Chief, the requested course, workshop, or seminar will better prepare an employee to perform his/her current or projected responsibilities, and if staffing needs and budgetary resources permit, the Police Chief may approve the employee's request for training and provide released time and/or reimbursement. An employee must successfully complete the training to be eligible for reimbursement. Successful completion means the employee will present a certificate of completion or in the case of an educational course, receive a grade of “C” or higher.
- c. Field Training Officer. Employees who perform Field Training Officer duties and responsibilities for four or more hours on one shift shall be compensated for one and one-half hours at the Employee’s regular base rate pay.

Section 15.2. Court Time. There shall be a minimum of two (2) hours of pay as time worked for each employee who is required to appear in court at times other than the Employee’s regular work shift. An extension or early report to a regularly scheduled shift does not qualify the employee for the two (2) hour minimum. If a court hearing is cancelled within 24 hours of the scheduled court hearing, employee will still receive the 2 hour minimum.

Section 15.3. Call Back Time. An employee who is called back for work during the employee’s scheduled time off shall receive a minimum of two (2) hours of pay as time worked. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. Call back time shall be deemed if it occurs either after 30 minutes of the

employee's last shift or before 2 hours of the employee's next shift. This call back time shall be exclusive of any other provisions of this Agreement.

**ARTICLE 16
CLOTHING/EQUIPMENT**

Section 16.1. The Employer will issue newly hired employees all required uniforms and equipment. Uniforms will subsequently be added or replaced as determined necessary by the Police Chief. The Police Chief will establish a list of required uniform and equipment items. All issued equipment shall remain the property of the Employer while in the possession of the employee for use by the employee during employment, and shall be returned to the Employer upon termination of employment. Employees are responsible for using such property and equipment for its intended business purposes.

16.2. Damaged Personal Property. Any items of personal property consisting of law enforcement-related equipment, including but not limited to shoes, watches, eyeglasses, contact lenses, dentures or clothing, which are lost in the fresh pursuit or apprehension of a suspect, stolen or damaged in the performance of official duties, shall be reimbursed to the affected sworn member of the Police Department at their current replacement cost. There shall be no requirement that an employee received an injury to his or her person in order to qualify under this section.

**ARTICLE 17
INSURANCE**

Section 17.1. Health Insurance.

- (1) Eligibility, Premium Payment. For full-time employees, the Employer shall pay the same contribution toward the premium for employee and dependent coverage as is paid on behalf of other City employees.

Eligible employees may participate in the City's group health insurance plan immediately upon hire.

Section 17.2. Life Insurance.

- (1) Basic Life Insurance. The City will pay the premium for a policy of life insurance for full-time employees.
- (2) Supplemental Life Insurance/Employee, Spouse and Dependent. Employees may purchase additional life insurance by completing an enrollment application which may include a health history form.

Section 17.3. Flexible Spending Account & Health Savings Account (HSA). The City will make available to eligible employees participation in a flexible spending account which allows the pre-tax deduction of money from payroll for qualified expenses, depending on the type of insurance the City offers or employee selects.

The City will make available to eligible employees participation in a health savings account which allows the pre-tax deduction of money from payroll for qualified expenses, depending on the type of insurance the City offers or employee selects.

Section 17.4. Claims Against Employer. It is understood that the Employer’s only obligation is to provide and make available to employees an insurance policy and to pay such premium amounts as set forth herein, and no claims shall be made against the Employer as the result of a denial of insurance benefits or coverage by an insurance carrier.

Section 17.5. Changes in Policy. The Employer will notify the Union as soon as practicable of changes in the group insurance policy and will, at the request of the Union, meet and confer regarding the changes. However, any change in the coverages provided under a policy of group insurance which are imposed by the insurance carrier without option to the City and which are applicable to all City employees shall be implemented for the members of this bargaining unit.

**ARTICLE 18
HOLIDAYS**

Section 18.1. Eligibility. All regular and probationary full-time employees are eligible for paid holidays as provided in this Article.

Section 18.2. Observed Holidays. The following days will be observed as paid holidays for all eligible employees:

- Holiday**
- New Year’s Day
- Martin Luther King Day
- Presidents Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

For purposes of calculating Holiday pay, Holidays will be observed on the day they fall on.

Section 18.3. Holiday Time Off. Employees shall receive a lump sum equivalent of 12 Holiday days at 8 hours per holiday as additional vacation time. These 96 hours will be added into the employee’s vacation time at the beginning of the year to use. Employees who separate from City service before a holiday occurs will have the hours associated with those holidays deducted from their vacation time before accrued vacation time is paid per Article 19.

Section 18.4. Holiday Pay - Holiday Worked. An employee shall be paid time and a half for hours worked on a designated holiday. All designated holidays shall be considered to commence at the beginning of the first shift of the day on which the holiday occurs and continue for twenty-four (24) hours thereafter. At the option of the employee, employees who work the holiday may choose to receive the equivalent of hours worked up to 12 hours of Vacation Pay rather than time off provided in 18.3, reducing vacation time by the equivalent hours.

Section 18.5. Eligibility. Holiday pay is payable to eligible employees only so long as the employee is at work or on an approved paid leave of absence on the last shift to which they would have been assigned prior to the holiday and the first shift to which they would have been assigned following the holiday.

**ARTICLE 19
VACATIONS**

Section 19.1. Eligibility. All regular full-time employees shall begin to accrue vacation after their first month.

Section 19.2. Accruals and Accumulation. A full-time employee shall accrue vacation leave each pay period according to the rates provided below.

Regular full-time employees shall earn annual vacation leave according to the following schedule:

Year 1	80 hours per year
Year 2	88 hours per year
Year 3	96 hours per year
Year 4	104 hours per year
Year 5	112 hours per year
Year 6	120 hours per year
Year 7	128 hours per year
Year 8	136 hours per year
Year 9	144 hours per year
Year 10	152 hours per year
Year 11+	160 hours per year

The established vacation year is based on an employee’s anniversary date. Changes in vacation accrual -are implemented on January 1 of each year.

Full-time employees are allowed to carry over up to 280 hours of vacation leave at the end of the calendar year.

In emergency situations, the City Council may temporarily suspend the maximum number of hours which may be accumulated. As used below, “Length of Service” includes all time served in eligible status but does not include time on suspension or unpaid non-medical leaves of absence which exceed one full pay period in duration.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specified Length of Service Requirement.

Section 19.3. Vacation Usage. Vacation leave shall not be used during or prior to the pay period in which the hours are accrued. Vacation time shall not be used in a pay period with hours exceeding 80 hours. Employees shall submit written requests to use vacation leave at least fourteen (14) days prior to the absence. Vacation usage shall be subject to approval of the Police Chief.

Should an employee be hospitalized or become sick while on vacation, vacation leave shall be changed to sick leave, effective the date of hospitalization or sickness, upon timely notice to the Police Chief and verification satisfactory to the City by a medical provider.

Section 19.4. Vacation Leave Upon Separation. An eligible employee who separates from City service in good standing as defined in Article 23, shall be paid at the employee’s current rate of pay, for all vacation leave credited at the time of separation. Vacation leave may not be used alone or in combination with unpaid leave on separation from the City service to extend insurance coverage.

**ARTICLE 20
LEAVES OF ABSENCE**

Section 20.1. Application for Leave. An eligible employee shall submit a request for a leave of absence in writing to the Police Chief as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

Section 20.2. Paid Leaves of Absence. Paid leaves of absence shall not exceed the employee’s normal work schedule and may be granted as follows:

- (1) Court Appearance Leave. Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the employee’s City job. The employee shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the City. Any employee who must appear and testify in private litigation, not as an officer of the City but as an individual, shall be required to use vacation leave or leave of absence without pay unless, by mutual consent with the City Administrator, the employee is able to work an equivalent number of hours during the pay period to compensate for the hours lost.
- (2) Jury Duty Leave. Paid jury duty leave for time to serve on a jury is provided for regular full-time employees up to a maximum of 15 days per calendar year. During jury duty the employee will be paid the employee's regular base pay. Following completion of jury service, an employee shall submit the check received for jury services to the City. An employee shall be allowed to keep any check, or portion thereof, which has been issued by the court for mileage and expenses.

Employees shall notify their supervisor as soon as possible after receiving notice to report for jury duty.

An employee who has been excused or released from jury duty during the employee's regular work hours shall report to their supervisor for assignment to duty as soon as possible.

Employees not eligible for a paid jury duty leave will be granted time off without pay.

- (3) Military Leave. Employees shall be eligible for military leave in accordance with statute.
- (4) Funeral Leave. Funeral leave with pay shall be extended to regular full-time employees upon the death of a member of the immediate family of the employee or the employee's spouse (i.e., spouse, children, step-children, grandchildren, parents, grandparents, brothers or sisters), in conjunction with attendance at the funeral or memorial service. Any funeral leave for the immediate family listed above in excess of one (1) day, up to a maximum of three (3) consecutive days, is subject to approval of the City Administrator.

The City Administrator may grant funeral leave of one (1) day with pay to a regular full-time employee upon the death of a member of the family of the employee or the employee's spouse who is not listed in the definition of "immediate family" above (i.e. cousin, aunt, uncle, etc.). This does not include non-family members such as a family friend, neighbor, etc. Funeral leave is not for absences to aid bereaved relatives or to attend to the estate of the deceased.

Section 20.3. Unpaid Leaves of Absence.

- (1) General Unpaid Leaves of Absence.

Discretionary Unpaid leaves of absence may be granted upon an employee's request for reasons as follows:

- Medical/Disability leave
- Leave for personal reasons

General unpaid leaves of absence, not required by law, are not guaranteed. Requests for such leave of absences will be evaluated based on the specific facts and circumstances along with the employee's service record with the City.

Medical leaves will require medical certification. The City may request a second medical examination and verification by a physician of the City's choosing. Such examination, if required will be at the City's expense. The City may require the employee to provide additional information from their physician at reasonable intervals.

General leave will generally be granted without pay. However, earned vacation time (and sick leave, if eligible) will be paid out until the balance(s) is exhausted.

A general leave may be granted for up to 90 days. Under special circumstances, leaves may be extended at the discretion of the City Council an additional 90 days. Requests for leave extensions must be made within a reasonable amount of time prior to the expiration of the original leave of absence.

An employee on a general leave of absence must return to work following the expiration of the leave. Failure to return on the agreed upon date will be considered as a voluntary resignation.

Employees who return from a general medical leave will be required to provide a doctor's release that states she or he is medically fit to return to work and can perform the essential functions of the position.

An employee returning from a general leave may be reinstated to his/her former position or a comparable position if one is available. However, the City does not guarantee that a person's job will be held open while on a general leave.

- (2) Parenting Leave. Employees who have completed twelve (12) consecutive months of employment immediately prior to a requested parenting leave and have worked at least one-half hours of a full-time employee (1040 hours) during that twelve (12) month period are entitled to up to six (6) weeks of unpaid parental leave in accordance with Minn. Stat. §181.941, .942, and .943.

Employees on parental leave may continue on the City's insurance policies, if the employee was covered prior to the leave, subject to the employee paying the entire premium.

Section 20.4. Termination of Leaves. An employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the Police Chief. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the City Council may be canceled by the City Council upon reasonable notice to the employee. Such notice shall ordinarily be in writing except in case of emergency.

Section 20.5. Return From Leave. An employee returning from a leave of absence of two months or more shall notify the Police Chief at least two weeks prior to the intended date of return.

Section 20.6. Absence Without Notice. Any unauthorized absence from duty shall be without pay and shall be grounds for discipline. Any employee who is absent for three (3) or more consecutive days without notifying the Police Chief (or other management representative if the Police Chief is not available) and receiving approval for the absence shall be considered to have voluntarily resigned from City employment. At the request of the employee, the Employer shall review the circumstances giving rise to the absence.

**ARTICLE 21
SICK LEAVE**

Section 21.1. Eligibility. All full-time employees who are in active payroll status are eligible to accrue and use sick leave.

Section 21.2. Accruals and Accumulations. A full-time employee shall accrue on a regular basis, sick leave based on an annual allocation of ~~twelve~~ ~~(12)~~ days of sick leave at a rate of eight (8) hours per day until 700 hours have been accumulated. An employee whose sick leave balance falls below the maximum allowable accrued hours shall again accrue sick leave until his/her accumulation again reaches the maximum.

Section 21.3. Notice. Whenever practicable, an employee shall submit a written request for sick leave in advance of the period of absence. When written advance notice is not possible, an employee shall notify the Police Chief or Supervisor by telephone or other means at the earliest possible opportunity at least four (4) hours before the start of the employee's shift, or if not possible within four (4) hours before the start of the employee's shift, then as soon as possible.

Section 21.4. Usage. An employee shall be granted sick leave reasonably necessary, to the extent of his/her accumulation, for the following:

- o illness, injury or disability;
- o medical, chiropractic, or dental care for the employee, spouse and children which cannot be scheduled outside of duty hours;
- o exposure to contagious disease which endangers the health of other persons;
- o illness, injury or disability of the employee or spouse or child;
- o illness, injury or disability of immediate family members (step or natural) of the employee or spouse (i.e., grandchildren, parents, grandparents, brothers or sisters) for such reasonable periods as the employee's attendance may be medically necessary; or
- o to arrange for necessary nursing care for members of the immediate family, not to exceed three days.

An employee using sick leave may be required to furnish a statement from his/her medical practitioner or a medical practitioner designated by the Police Chief to verify the illness and expected duration of the illness or disability or to approve of time off for the employee's care of a member of his/her immediate family.

Sick leave hours shall not be used during or prior to the pay period in which the hours are accrued. Sick leave hours shall not be used in a pay period with hours exceeding 80 hours. Sick leave accruals earned while on paid leave may be used by the employee with the approval of the Police Chief without returning to work prior to the usage of accrued sick leave.

Section 21.5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. Sick leave shall not be granted for periods of less than one-half hour except to permit usage of lesser

fractions that have been accrued. Holidays that occur during sick leave periods will be paid as holidays and not charged as sick leave.

Section 21.6. Sick Leave Upon Separation. An eligible employee who separates from City service in good standing as defined in Article 23, after serving at least 15 years of continuous employment, shall be paid the employee’s current rate of pay, for accumulated, but unused sick leave balance at the time of separation not to exceed 240 hours.

**ARTICLE 22
SENIORITY/LAYOFF**

Section 22.1. Seniority. All employees, upon successful completion of the probationary period, shall be placed on the seniority list based on date of hire.

Section 22.2. Seniority shall be applicable under this Agreement only for the purposes stated in this Article.

Section 22.3. Layoff. When a reduction in the work force becomes necessary, the employee with the least seniority will be laid off first. The last employee laid off in a job classification will be the first to be recalled for work. Recall rights under this provision will continue for eighteen (18) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee’s last address on file with the City Clerk to report to work or forfeit all recall rights.

Section 22.4. Vacation Selection. The Police Chief will establish a policy for vacation selection based on order of seniority.

**ARTICLE 23
SEPARATION IN GOOD STANDING**

Section 23.1. Separation in Good Standing. Any employee wishing to resign or retire from employment with the City in good standing shall submit written notice to the Police Chief a minimum of twenty-one (21) calendar days before leaving, stating the effective date of the employee’s resignation or retirement, unless the Police Chief agrees to accept a shorter period of notice from the employee. Failure to comply with this procedure may be considered cause for denying such employee future employment with the City and result in the forfeiture of vacation and severance payments.

Section 23.2. Vacation Pay/Severance. All employees who are eligible for vacation and sick leave who leave the employment of the City in good standing shall receive pay for unused accrued vacation and severance pay as provided in this Agreement.

**ARTICLE 24
COMPLIANCE WITH FEDERAL STATE AND LOCAL LAWS**

Section 24.1. Governing Law. This Agreement is made pursuant to, and shall be construed in accordance with the laws of the State of Minnesota.

Section 24.2. Severability. In the event that any provision of this Agreement is determined and adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect. The City of Breezy Point and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

**ARTICLE 25
RIGHT TO SUBCONTRACT**

In the event the Employer decides to enter into an agreement with another political subdivision for law enforcement services with a resulting reduction in workforce or resulting in the disbandment of the Breezy Point Police Department, the Employer shall provide at least 30 days notice to the Union prior to making a reduction in the workforce or at least 90 days notice for disbandment of the department. Upon written request from the Union, the Employer will meet with the Union and discuss means to minimize any effects on the bargaining unit members.

**ARTICLE 26
DRUG AND ALCOHOL TESTING**

The Police Chief may request or require an employee to submit to drug and alcohol testing in accordance with state law.

**ARTICLE 27
WAIVER**

Section 27.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 27.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer's direction and control.

Section 27.3. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 28
DURATION OF CONTRACT**

This Agreement shall commence as of January 1, ~~2026~~~~2023~~ and continue in full force and effect through December 31, ~~2028~~~~2025~~, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to the expiration of the contract, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the respective date and year written below.

CITY OF BREEZY POINT

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: _____
Mayor Todd Roggenkamp

BY: _____
Keith Terlinden, Business Agent

DATE: _____

DATE: _____

BY: _____
City Administrator

BY: _____
Union President/Steward

DATE: _____

DATE: _____

APPENDIX 1
WAGES

~~Pay Plan as adopted by City Council Resolution 18-04.~~

~~Anniversary Hire~~ Dates of Full-Time Employment - Current Officers:

Sathre July 17, 2019
~~Peters July 18, 2021~~
 Lorch September 13, 2009
 Salvevold March 22, 2022
~~Rustad October 20, 2022~~
~~Garbe March 18, 2024~~

Hourly Wage Rates for Current Employees:

Effective January 1, 202~~6~~³, Cost of Living Adjustment (COLA) of ~~45% and Market~~ Adjustment of 4%

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	<u>\$35.11</u>	<u>\$36.93</u>	<u>\$39.47</u>
<u>B</u>	<u>\$36.47</u>	<u>\$38.28</u>	<u>\$41.00</u>
<u>C</u>	<u>\$37.89</u>	<u>\$39.70</u>	<u>\$42.59</u>
<u>D</u>	<u>\$39.35</u>	<u>\$41.16</u>	<u>\$44.24</u>
<u>E</u>	<u>\$40.88</u>	<u>\$42.69</u>	<u>\$45.96</u>
<u>F</u>	<u>\$42.46</u>	<u>\$44.27</u>	<u>\$47.74</u>
<u>G</u>	<u>\$44.12</u>	<u>\$45.93</u>	<u>\$49.59</u>
<u>H</u>	<u>\$45.82</u>	<u>\$47.63</u>	<u>\$51.50</u>

Police Officer (non-paramedic)	Police Officer/Paramedic
Step 1: \$27.32	Step 1: \$30.70
Step 2: \$28.08	Step 2: \$31.55
Step 3: \$28.84	Step 3: \$32.40
Step 4: \$29.60	Step 4: \$33.25
Step 5: \$30.36	Step 5: \$34.11
Step 6: \$31.12	Step 6: \$34.97
Step 7: \$31.87	Step 7: \$35.82
Step 8: \$32.63	Step 8: \$36.67
Step 9: \$33.39	Step 9: \$37.52
Step 10: \$34.15	Step 10: \$38.37
Step 11: \$34.83	Step 11: \$39.14
Step 12: \$35.53	Step 12: \$39.92

Effective January 1, 202~~7~~⁴, Cost of Living Adjustment of 43%

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	\$36.51	\$38.41	\$41.05
<u>B</u>	\$37.93	\$39.81	\$42.64
<u>C</u>	\$39.40	\$41.28	\$44.29
<u>D</u>	\$40.93	\$42.81	\$46.01
<u>E</u>	\$42.52	\$44.40	\$47.80
<u>F</u>	\$44.16	\$46.04	\$49.65
<u>G</u>	\$45.88	\$47.76	\$51.57
<u>H</u>	\$47.66	\$49.54	\$53.56

~~Police Officer (non-paramedic) ————— Police Officer/Paramedic~~
~~Step 1: \$28.14 ————— Step 1: \$31.62~~
~~Step 2: \$28.92 ————— Step 2: \$32.49~~
~~Step 3: \$29.70 ————— Step 3: \$33.37~~
~~Step 4: \$30.49 ————— Step 4: \$34.25~~
~~Step 5: \$31.27 ————— Step 5: \$35.14~~
~~Step 6: \$32.05 ————— Step 6: \$36.01~~
~~Step 7: \$32.83 ————— Step 7: \$36.89~~
~~Step 8: \$33.61 ————— Step 8: \$37.77~~
~~Step 9: \$34.39 ————— Step 9: \$38.65~~
~~Step 10: \$35.18 ————— Step 10: \$39.52~~
~~Step 11: \$35.88 ————— Step 11: \$40.31~~
~~Step 12: \$36.60 ————— Step 12: \$41.12~~
 Effective January 1, 202~~8~~⁵, Cost of Living Adjustment of ~~4~~³%

	<u>P1</u>	<u>P2</u>	<u>P3</u>
<u>A</u>	\$37.98	\$39.94	\$42.69
<u>B</u>	\$39.45	\$41.41	\$44.34
<u>C</u>	\$40.98	\$42.94	\$46.06
<u>D</u>	\$42.56	\$44.52	\$47.85
<u>E</u>	\$44.22	\$46.18	\$49.71
<u>F</u>	\$45.93	\$47.89	\$51.63
<u>G</u>	\$47.72	\$49.67	\$53.63
<u>H</u>	\$49.56	\$51.52	\$55.70

~~Police Officer (non-paramedic) ————— Police Officer/Paramedic~~
~~Step 1: \$28.98 ————— Step 1: \$32.57~~
~~Step 2: \$29.79 ————— Step 2: \$33.47~~

Step 3: \$30.60	Step 3: \$34.37
Step 4: \$31.40	Step 4: \$35.28
Step 5: \$32.21	Step 5: \$36.19
Step 6: \$33.01	Step 6: \$37.10
Step 7: \$33.82	Step 7: \$38.00
Step 8: \$34.62	Step 8: \$38.90
Step 9: \$35.43	Step 9: \$39.81
Step 10: \$36.23	Step 10: \$40.71
Step 11: \$36.96	Step 11: \$41.52
Step 12: \$37.69	Step 12: \$42.35

- For ~~2026~~ 2023, pay differential will be applied at \$1.05.75/hr from 1800 – 0600
- For ~~2024~~ 2027, pay differential will be applied at \$1.15.85/hr from 1800-0600
- For ~~202~~ 20285, pay differential will be applied at \$1.25.95/hr from 1800-0600

~~An employee shall be eligible to move to the step corresponding to the employee's years of service as of the anniversary date of full time employment (e.g. after 1 year, after 2 years, after 3 years, after 4 years, etc.).~~

Employees are eligible for a step increase if available on January 1 of each year.

In addition, in order to be eligible for a step move, an employee shall be required to have a satisfactory evaluation as of the employee's last performance evaluation preceding the anniversary date on which the employee would become eligible for step movement.

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~~An employee shall only be eligible for step 11 after the completion of ten (10) years of service.~~

~~An employee shall only be eligible for step 12 after the completion of twenty (20) years of service.~~

~~An employee who is paid a higher hourly rate than prescribed by the schedule above shall be red-circled at the employee's current rate until the employee is eligible to move to the next step.~~

*Subject to satisfactory evaluation as of the employee's last performance evaluation preceding the employee's anniversary date on which the employee would become eligible for step movement.



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item E.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Authorize City Administrator to Acquire Land</i>
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BACKGROUND

Breezy Point has made efforts to acquire additional land adjacent to the City park/ City campus for future development and expansion. The Comprehensive Plan identifies this effort as a part of the community’s long-range planning.

OVERVIEW

Recently, two nearby lots became available for purchase identified as PID 10161005 and PID 10161004. Attachment A includes the city owned parcels outlined in blue and the parcels to be authorized tonight noted in red. In 2025, the City of Breezy Point purchased the below tax forfeited land:

7/24/25	PID 10161047	\$1285.65
5/2/25	PID 10161007	\$3941.72
5/2/25	PID 10161365	\$2279.25

The two newly available parcels are being offered for \$5,700 total. This proposed price was determined by applying the price-per-square-foot of a recently purchased comparable parcel to the square footage of the two lots, as shown below:

10161007 (\$3,941.72/12,632 square feet)=.312
.312x 18,296 sq ft= \$5,709.53

The tax value on each lot is \$2,100.

In the future, land purchases will continue come to the Council under consent if over the \$5,000 limit.

FINANCIAL IMPACT

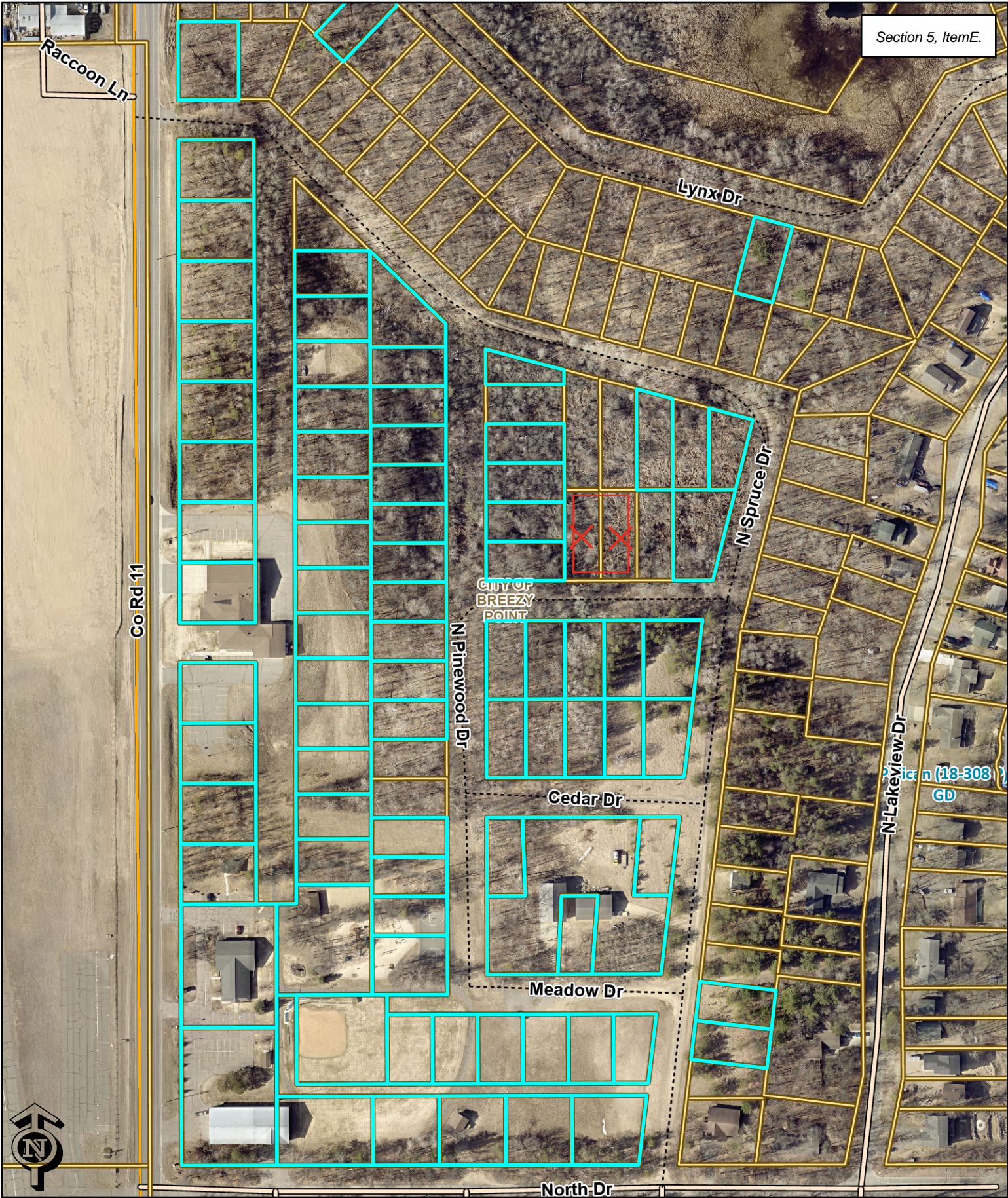
The purchase of the two parcels would be \$5,709, which would be taken from the parkland dedication fund. There is about \$30,000 in the parkland dedication fund.

STAFF RECOMMENDATION

Continue this acquisition effort and Authorize the City Administrator to Acquire PID 10161005 and PID 10161004

SUPPORTING DOCUMENTS

Attachment A-PIDs for sale



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, Item F.

<p>Prepared By: Allie Polsfuss, City Administrator</p>	<p>Meeting Date: 11/3/2025</p>	<p>Item Name: Approve the Cost Share Agreement with Crow Wing County for CSAH 11/Buschmann Road Intersection Improvements</p>
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BACKGROUND

Crow Wing County has identified future improvements to CSAH 11 in its project schedule. With the initiation of the Buschmann Road project, the County has requested that turn lanes be incorporated into the City’s project scope to take advantage of economies of scale.

OVERVIEW

Including the additional turn lanes will require supplemental design and construction engineering services prior to bidding. If the County elects to proceed with its portion of the project, it will also be responsible for related construction costs. The proposed Cost Share Agreement ensures that all costs associated with the County’s portion of the work are reimbursed to the City.

Key Items:

- The additional left turn lane on CSAH 11 will be included in the design and specifications as a bid alternate, allowing the City to remove the work from the awarded bid if the County’s costs exceed expectations.
- The County will be responsible for 18% of the engineering costs.
- The County will acquire any necessary easements at its sole cost.
- Attachment A (referenced in the agreement) will be finalized once bids are received.
- If the County proceeds with its portion of the project, it will be solely responsible for all construction costs and related change orders.
- If the County proceeds, it will submit a lump sum payment for its share of costs.
- If the County elects not to proceed, it will still be responsible for the engineering costs identified in the agreement.

City staff and legal counsel have reviewed the draft agreement, and Crow Wing County has agreed to the terms presented for Council consideration.

STAFF RECOMMENDATION

Approve the Cost Share Agreement with Crow Wing County for CSAH 11/Buschmann Road Intersection Improvements

SUPPORTING DOCUMENTS

Attachment A- Draft Cost Share Agreement

**CONSTRUCTION AND MAINTENANCE COST SHARE AGREEMENT
BETWEEN CROW WING COUNTY, MN AND THE CITY OF BREEZY POINT, MN
FOR COUNTY PROJECT C.P. 018-011-017, CITY PROJECT 2026 CP-01
CSAH 11 / BUSCHMANN ROAD INTERSECTION IMPROVEMENTS**

This Agreement is made and entered into this day of _____, 2025, by and between the County of Crow Wing, State of Minnesota, a political subdivision of the State of Minnesota, 326 Laurel Street, Brainerd, Minnesota, 56401, hereinafter referred to as "County," and the City of Breezy Point, a municipal corporation under the laws of the State of Minnesota, City Hall, 8319 County Road 11, Breezy Point, MN 56472 hereinafter referred to as the "City."

WITNESSETH

WHEREAS, the parties mutually agree that the aforementioned project should be completed as soon as possible; and

WHEREAS, the County has requested that improvements to CSAH 11 in the form of left and right turn lanes, be included in the City project that includes changing the location of the Buschmann Road/CSAH 11 intersection along with total reconstruction of Buschmann Road, and

WHEREAS, the City desires to proceed with construction in 2026, and

WHEREAS, the City will engage a consultant to provide design and construction engineering services in order to meet their project schedule, and the County will be involved from both a project management standpoint and as a party responsible for applicable projects costs; and

WHEREAS, the parties mutually agree that it is in their best interest to have the City act as the lead agency for the project, with the County being responsible for a lump sum reimbursement for its agreed upon share of the project costs.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing County project CP 018-011-017 and City Project 2026 CP-01. This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment A (estimated prices) is considered a part of this agreement.

II. Duties

A. Design and Construction Engineering

The County and City, working through a consultant, shall provide all preliminary design and construction engineering services for the project unless stated otherwise in this agreement. The City shall enter into a contract with said consultant and be the responsible party in managing those services. The additional left turn lane on CSAH ~~County Road~~ 11 shall be included in the design and specifications as a bid alternate. The City shall be responsible for obtaining all permits and approvals for the project. The City shall do the calling for all bids and the City Council shall approve of entering into a construction contract. The County shall be financially responsible for engineering in an amount equal to 18 percent of its construction cost share amount.

B. Property Acquisition

With respect to the Buschmann Road portion of the project, the City shall be responsible for all costs associated with determining property needed, identifying property owners, performing appraisals, negotiations, condemnation proceedings (if needed) and payment to property owners. The County will acquire, at its sole cost, the easements deemed necessary due to the installation of the turn lanes on CSAH 11.

C. Inspection and Approval

The County and City, through the consultant referenced in section II.A., shall provide construction inspection and staking for the project and approval for acceptance of the work as it is completed (“Construction Activities”), subject to this paragraph. The County and City or their designated representative shall be available to inspect any items they are cost sharing in. The County shall have final approval authority for the work associated with CSAH 11. The City shall have final approval authority for the work associated with Buschmann Road. The City shall make all payments to the consultant for Construction Activities subject to reimbursement by the County in an amount equal to 18% of its construction cost share amount.

III. COSTS

A. Project Costs

The project costs are identified in Attachment A, which includes items, estimated cost amounts and engineering costs. Attachment A will be updated once bids are received to recalculate the County cost obligation. A lump sum payment has been identified as the preferred method of cost obligations. In the event change orders for the CSAH 11 portion of the project are approved by the County, resulting in increased costs, Attachment A shall be amended to reflect that increased cost, the County’s increased lump sum, and increased engineering costs, as calculated in Section III.B. Notwithstanding any other terms of this Agreement, the County is solely responsible for all design and construction costs for the CSAH ~~County Road~~ 11 left turn lane.

B. RIGHT-OF-WAY ACQUISITION COSTS – The City and County will fund their respective portions of the Right-of-Way acquisition, if needed, and finalize the right-of-way acquisition process as stated in Section II.B above.

IV. TERM

This Agreement shall continue until terminated as provided hereinafter.

V. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed pursuant to law. As identified previously in this document, the City shall be responsible for all initial project costs, with County reimbursement occurring after the City has awarded a construction contract. The **reimbursement** amount will be updated with actual bid prices once received. The City shall prepare an invoice at that time, reimbursable from the County within 30 days of receipt.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformity with State law, except for the acquisition of easements by the County pursuant to section II.B.

VII. ACCOUNTABILITY

An accounting shall be made of all receipts and disbursements upon request by either party.

VIII. TERMINATION

This Agreement shall terminate upon completion of all obligations of the parties under this Agreement. This Agreement may be terminated prior to completion by either party only for breach of this Agreement or by mutual consent of the parties.

IX. MAINTENANCE

The maintenance of the completed project will follow the County Highway Department Cost Participation Policy adopted on 12/31/19. There are no substantial maintenance changes anticipated for this project. Upon completion, the City will continue to maintain all items associated with Buschmann Road and the County shall continue to maintain all items associated with CSAH 11. This section shall survive termination of this Agreement.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the Office of the Crow Wing County Highway Department, 16589 CR 142, Brainerd, MN 56401, on behalf of the County, and the City of Breezy Point, 819 County Road 11, Breezy Point, MN 56472, on behalf of the City.

XI. INDEMNIFICATION

To the extent allowed by law, the City and County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the parties relating to the subject matter hereof, as well as any previous agreement presently in effect between the parties to the subject matter hereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written

below:

COUNTY OF CROW WING

Robert Hall
By: _____
Robert Hall
Assistant County Engineer

10/24/25
Dated: _____

CITY OF BREEZY POINT

By: _____
Todd Roggenkamp, Mayor

Dated: _____

Attest:

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 5, ItemG.

Prepared By: <i>Deb Runksmeier, Deputy City Clerk</i>	Meeting Date: <i>November 3, 2025</i>	Item Name: <i>Liquor License Renewal 2026</i>
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BACKGROUND/DISCUSSION

The City Council is asked to approve the renewal of liquor licenses for the following establishments:

- | | |
|------------------------|---------------------------------|
| 1. Commander/JJ's | On Sale/Sunday On Sale/Off Sale |
| 2. Breezy Point Resort | On Sale/Sunday On Sale/Off Sale |
| 3. Antlers | On Sale/Sunday On Sale |
| 4. Deacon's Lodge | On Sale/Sunday On Sale |
| 5. The North Star | On Sale/Sunday On Sale |
| 6. Pelican Square | Off Sale |

FINANCIAL IMPACT

N/A

STAFF RECOMMENDATION

Staff has received documentation from the establishments; renewal applications completed, appropriate fees, liquor liability and worker's comp proof of insurance, and any additional background information requested. The properties are also researched for any delinquent taxes and sewer bills at the time of renewal.

COUNCIL ACTION REQUESTED

A motion from Council is requested to approve the renewal of liquor licenses subject to all required compliance and documentation being submitted

SUPPORTING DOCUMENTS

CITY OF BREEZY POINT
RESOLUTION 30-2025

A RESOLUTION ACCEPTING BENCH DONATION TO THE CITY OF BREEZY POINT BY
THE PEQUOT LAKES / BREEZY POINT LIONS CLUB

WHEREAS, The Pequot Lakes / Breezy Point Lions Club has donated a bench valued at \$379.00 to the City of Breezy Point.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept the donation for the Bench.

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 3rd Day of November 2025

Mayor, Todd A. Roggenkamp

Attest:

City Administrator, Allie Polsfuss

CITY OF BREEZY POINT
RESOLUTION 31-2025

A RESOLUTION ACCEPTING \$150 DONATION TO THE CITY OF BREEZY POINT BY THE
WIDSETH ENGINEERING FOR CITY HALL OPEN HOUSE SUPPLIES

WHEREAS, Widseth Engineering has donated \$150.00 to the City of Breezy Point.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that they accept
the \$150 donation from Widseth.

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Adopted this 3rd Day of November 2025

Mayor, Todd A. Roggenkamp

Attest:

City Administrator, Allie Polsfuss

**PARTIAL PAYMENT ESTIMATE
NUMBER 4**

Name of Contractor:	Larson Excavating Contractors, Inc. PO Box 7 Holdingford, MN 56340	Dates of Estimate:	From: 10/2/25 To: 10/28/25
Name of Owner:	City of Breezy Point 8319 County Road 11 Breezy Point, MN 56472	Amount of Contract:	Original: \$159,211.97 Revised:
Date of Completion:			
Original: See Agreement			
Revised:			

Description of Project:
2025 CR-11 SANITARY SEWER EXTENSION

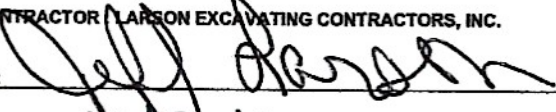
SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$27,731.41	\$27,731.41			1	\$27,731.41
2101.502	CLEARING	0.05	ACRE	\$2,500.00	\$125.00			0.05	\$125.00
2101.502	GRUBBING	0.05	ACRE	\$2,500.00	\$125.00			0.05	\$125.00
2104.502	REMOVE CASTING (SANITARY)	1	EACH	\$100.00	\$100.00			1	\$100.00
2104.502	SALVAGE SIGN TYPE C	5	EACH	\$51.00	\$255.00			5	\$255.00
2104.503	REMOVE GUARDRAIL - TYPE 31	108	LIN FT	\$10.00	\$1,080.00			108	\$1,080.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	6	LIN FT	\$5.00	\$30.00			6	\$30.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	240	LIN FT	\$4.00	\$960.00			240	\$960.00
2104.503	REMOVE CURB & GUTTER	75	LIN FT	\$3.00	\$225.00			75	\$225.00
2104.504	REMOVE BITUMINOUS PAVEMENT	583	SQ YD	\$3.00	\$1,749.00			583	\$1,749.00
2123.610	COMMON LABORERS	10	HOUR	\$50.00	\$500.00			10	\$500.00
2123.610	SKID LOADER	10	HOUR	\$100.00	\$1,000.00			10	\$1,000.00
2123.610	STREET SWEEPER (WITH PICKUP BROOM AND WATER)	10	HOUR	\$100.00	\$1,000.00			10	\$1,000.00
2211.507	AGGREGATE BASE CLASS 5 (CV)	110	CU YD	\$35.00	\$3,850.00	1	\$100.00	111	\$4,000.00
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT	4	SQ YD	\$102.00	\$408.00			4	\$408.00
2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	59	TON	\$102.00	\$6,018.00			59	\$6,018.00
2360.509	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)	79	TON	\$112.20	\$8,863.80			79	\$8,863.80
2503.601	TRACE WIRE SYSTEM (SANITARY)	1	LUMP SUM	\$1,670.11	\$1,670.11			1	\$1,670.11
2503.602	CONNECT TO EXISTING SANITARY SEWER	1	EACH	\$4,232.82	\$4,232.82			1	\$4,232.82
2503.603	8" PVC PIPE SEWER (SDR 26)	48	LIN FT	\$116.34	\$5,584.32			48	\$5,584.32
2503.603	8" HDPE PIPE SEWER - DIRECTIONALLY DRILLED	363	LIN FT	\$84.50	\$30,673.50			363	\$30,673.50
2503.603	8" PVC SANITARY SERVICE PIPE	48	LIN FT	\$80.50	\$3,864.00			48	\$3,864.00
2503.603	8"x6" PVC WYE	1	EACH	\$598.47	\$598.47			1	\$598.47
2503.603	6" PVC CLEANOUT ASSEMBLY	1	EACH	\$575.52	\$575.52			1	\$575.52
2508.502	CASTING ASSEMBLY (SANITARY 700-7)	2	EACH	\$1,353.88	\$2,707.76			2	\$2,707.76
2508.503	CONSTRUCT DRAINAGE STRUCTURE 48-4020 (SANITARY)	22.9	LIN FT	\$889.91	\$20,378.94			22.9	\$20,378.94
2531.503	CONCRETE CURB & GUTTER DESIGN B618	75	LIN FT	\$51.00	\$3,825.00			75	\$3,825.00
2533.603	CONCRETE MEDIAN BARRIER (MOVEABLE)	12	EACH	\$612.00	\$7,344.00			12	\$7,344.00
2550.602	CORE DRILL SANITARY SEWER STRUCTURE	1	EACH	\$2,270.00	\$2,270.00			1	\$2,270.00
2554.503	INSTALL TRAFFIC BARRIER DESIGN TYPE 31	108	LIN FT	\$78.54	\$8,482.32			108	\$8,482.32
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$3,978.00	\$3,978.00	77.00	\$6,047.58	78	\$7,025.58
2564.602	INSTALL SIGN TYPE C	5	EACH	\$255.00	\$1,275.00			5	\$1,275.00
2573.502	STORM DRAIN INLET PROTECTION	4	EACH	\$100.00	\$400.00	2.00	\$510.00	6	\$910.00
2573.503	SILT FENCE, TYPE HI	154	LIN FT	\$3.00	\$462.00			154	\$462.00
2573.501	STABILIZED CONSTRUCTION EXIT	4	EACH	\$500.00	\$2,000.00			4	\$2,000.00
2574.507	SCREENED TOPSOIL BORROW	118	CU YD	\$15.00	\$1,770.00			118	\$1,770.00
2574.508	FERTILIZER TYPE 3	60	POUND	\$3.00	\$180.00			60	\$180.00
2575.505	SEEDING	0.2	ACRE	\$5,000.00	\$1,000.00			0.2	\$1,000.00
2575.608	SEED PATCH	6	POUND	\$10.00	\$60.00			6	\$60.00
2575.608	SEED NORTHERN BOULEVARD	30	POUND	\$10.00	\$300.00			30	\$300.00
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	780	POUND	\$2.00	\$1,560.00			780	\$1,560.00
TOTAL:				\$159,211.97		\$10,387.58		\$155,933.63	

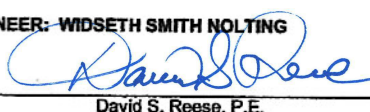
	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$10,387.58	\$155,933.63
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	\$519.38	\$7,796.68
PREVIOUS PAYMENTS		\$138,268.75
AMOUNT DUE	\$9,868.20	\$9,868.20

Estimated Percentage Completed: **97.9%**

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

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

CONTRACTOR: LARSON EXCAVATING CONTRACTORS, INC.
BY: 
Date: 10/30/2025

ENGINEER: WIDSETH SMITH NOLTING
BY: 
Date: 10/30/25

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

APPROVED BY CITY OF BREEZY POINT:
BY: _____
Mayor
Date: _____



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item A.

<p>Prepared By: Allie Polsfuss, City Administrator on behalf of the Finance Committee</p>	<p>Meeting Date: 11/3/2025</p>	<p>Item Name: Hold Public Hearing and Approve Resolution Adopting a Street Reconstruction Plan and Approve the Issuance of General Obligation Street Reconstruction Bonds</p>
--	---	---

BACKGROUND

At the City Council meeting October 6, 2025, the Council called for a public hearing for the issuance of Street Reconstruction Plan Bonds and Adopt the Street Reconstruction Finance Plan for the Buschmann Road Project.

OVERVIEW

As a part of the bond issuance process, the Council needs to hold a public hearing to consider a resolution giving preliminary approval for the issuance of the City’s General Obligation Street Reconstruction Plan Bonds in an amount not to exceed \$3,3500,000 and adopt the City’s Street Reconstruction Finance Plan in connection with the 2026 Buschmann Road and Ranchette Drive Reconstruction Project.

The public hearing notice appeared in the local official newspaper on October 15th in compliance with Minnesota state statutes.

Attachment A includes the resolution for consideration and the Street Reconstruction Finance Plan as prepared by Ehlers & Associates for the construction project.

Rebecca Kurtz, a senior Municipal Advisor representing Ehlers, will be present to answer any questions the Council or public may have. Todd Ehlers, our advisor, had two other meetings to attend tonight.

STAFF RECOMMENDATION

Approve the Resolution Adopting a Street Reconstruction Plan and Approving the Issuance of General Obligation Street Reconstruction Bonds.

SUPPORTING DOCUMENTS

- Attachment A- Resolution
- Attachment B- Street Reconstruction Plan

November 3, 2025

STREET RECONSTRUCTION & OVERLAY PLAN IN
CONNECTION WITH FINANCING: 2026 Buschmann Road and
Ranchette Drive Reconstruction Project

City of Breezy Point, MN

2026-2030



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, Minnesota 55113

BUILDING COMMUNITIES. IT'S WHAT WE DO.

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I. INTRODUCTION

In 2002, the Minnesota State Legislature passed into law a bill that generally exempts city bonds issued under a street reconstruction plan from the referendum requirements usually required for bonding expenditures. In 2013 the Legislature amended the law to allow bituminous overlays to be included in the street reconstruction plan. The authorization is contained in Minnesota Statutes, Section 475.58, subdivision 3b (the “Act”).

II. PURPOSE

A street reconstruction plan represents a major expenditure of city funds for the reconstruction or bituminous overlay of public streets. As defined in the Act, street reconstruction and bituminous overlay projects include but are not limited to: utility replacement and relocation and other activities incidental to the street reconstruction; the addition or reconstruction of turn lanes, bicycle lanes, sidewalks, paths, and other improvements having a substantial public safety function; realignments and other modifications to intersect with state and county roads; and the local share of state and county road projects. Except in the case of turn lanes, bicycle lanes, sidewalks, paths, and other safety improvements; realignments; intersection modifications; and the local share of state and county road projects, street reconstruction and bituminous overlays do *not* include the portion of project costs allocable to widening a street or adding curbs and gutters where none previously existed.

The Street Reconstruction and Overlay Plan (the “SROP”) is a document designed to anticipate street reconstruction and overlay expenditures and schedule them over a five-year period so that they may be purchased in the most efficient and cost-effective method. It allows the matching of expenditures with anticipated income. As potential expenditures are reviewed, the city considers the benefits, costs, alternatives, and impact on operating expenditures.

The City of Breezy Point, Minnesota (the “City”) believes the street reconstruction and overlay process is an important element of responsible fiscal management. Major capital expenditures can be anticipated and coordinated to minimize potentially adverse financial impacts caused by the timing and magnitude of capital outlays. This coordination of capital expenditures is important to the City in achieving its goals of adequate physical assets and sound fiscal management. Good planning is essential for the wise use of limited financial resources. The SROP is designed to be updated on an as needed basis.

III. PLANNING PROCESS

The City Council annually reviews its capital expenditures according to their priority, fiscal impact, and available funding as part of its Capital Improvement Plan (CIP) process. The City assembles the specific capital expenditures to be undertaken within the next five years. The City Council prepares a plan based on the available funding sources. From this information, a preliminary CIP is prepared for public discussion from citizens and other governmental units. Changes are made based on that input, and a final plan is established.

Over the life of the CIP, once the funding becomes available the individual capital expenditures can be made as part of individual project approvals. In subsequent years, the process is repeated as expenditures are completed and new needs arise.

If bonding is necessary, the City collaborates with its municipal advisor to prepare a bond sale and repayment schedule. Street reconstruction and overlay planning occurs separately from the CIP process focusing specifically on those projects to be financed with general obligation street reconstruction bonds under provisions of the Act. The SROP is to describe the identified street reconstruction and overlay projects to be financed, their estimated costs, and any planned reconstruction or overlay of other streets in the City over the next five years.

For the City to use its authority under the Act to finance street reconstruction and bituminous overlay expenditures with general obligation bonds, it must meet the requirements provided therein.

Specifically, the City must hold a public hearing for public input on a the proposed SROP. Notice of such hearing must be published in the official newspaper at least ten, but not more than 28 days prior to the date of the public hearing. In addition, the City Council must approve the SROP and issuance of bonds by a two-thirds majority vote of its membership present at the meeting following a public hearing.

Although a referendum is not required, a reverse referendum is allowable. If a petition requesting a vote on the issuance of bonds bearing the signatures of at least 5 percent of the votes cast in the last municipal general election is filed with the municipal clerk within 30 days after the public hearing, a referendum vote on the issuance of the bonds shall be required to authorize the issuance. If a municipality elects not to submit the question to the voters, the municipality shall not propose the issuance of bonds under the Act for the same purpose for a period of 365 days from the date of receipt of the petition.

IV. PROJECT SUMMARY

The expenditures to be undertaken with this 2026 to 2030 SROP are limited to those listed in Appendix A and further discussed in the following section. All other foreseeable capital expenditures within the City will come through other means or through an amendment to this SROP.

V. FINANCING

The project expenditures under this SROP are estimated at up to \$3,690,358. If these expenditures are to be funded, that amount of money is anticipated to be generated through a combination of tax levy, a \$150,000 cash contribution from Ideal Township and sale of general obligation street reconstruction plan bonds over the five-year period. The anticipated bond size of \$3,220,000 is based upon the estimated hard and soft costs for the projects, plus estimated issuance costs, any capitalized interest, and contingency. However, for the purpose of the SROP, the not to exceed amount for the bonds, including hard and soft costs for the projects, plus estimated issuance costs, any capitalized interest, and contingency, will be \$3,350,000.

In the financing of the SROP, one statutory limitation applies to the City. Under Minnesota Statutes, Chapter 475, with few exceptions, a local government cannot incur debt greater than 3% of the estimated market value (EMV) for its jurisdiction. In the City, the EMV for property tax payable in 2025 is \$931,475,000. As noted in the table below, the City’s debt subject to this requirement, including the proposed bond issue, is within the required threshold:

Net Debt Limit, Taxes Payable in 2025	
Estimated Market Value	931,475,000
Statutory Debt Limit Factor	3.0%
Statutory Debt Limit	27,944,250
Less: Debt Paid Solely from Taxes	(1,335,000)
Less: Proposed Bond Issue(s)	(3,220,000)
Unused Debt Limit	\$23,389,250

Under the SROP, the City plans to issue up to \$3,350,000 in general obligation bonds in the years 2026 through 2030 to finance the projects listed in Appendix A and further described below.

Year	Description	Street
2026	Full Depth Removal and Replacement to a supported local standard.	Buschmann Road from County Road 11 to approximately 1,300 feet west of the Ranchette Drive intersection and Ranchette Drive from Buschmann Road to approximately 2,600 feet south of Buschmann Road.
2027	None Anticipated	
2028	None Anticipated	
2029	None Anticipated	
2030	None Anticipated	

VI. PLAN CONTINUATION

This SROP should be reviewed annually as needed by the City Council using the process outlined in this document. It should review proposed expenditures, make priority decisions, and seek funding for those expenditures it deems necessary for the City. If deemed appropriate, the Council should prepare an update to this SROP.

APPENDIX A

Plan Project Costs

Project Costs by Year		
Year	Project	Amount
2026	2026 Buschmann Road and Ranchette Drive Reconstruction Project	\$3,690,358
2027	None Planned	-
2028	None Planned	-
2029	None Planned	-
2030	None Planned	-
Total		\$3,690,358

Proposed Street Reconstruction and Overlay Plan Bond Issue(s)

Street Reconstruction and Overlay Bond Issues by Year	
Year	Amount
2026	\$3,220,000
2027	-
2028	-
2029	-
2030	-
Total	\$3,220,000

APPENDIX B

Proposed SROP Bond Issue(s)

City of Breezy Point, Minnesota

\$3,220,000 General Obligation Street Reconstruction Bonds, Series 2026A

Assumes Current Market BQ "AA" Rated Rates + 50bps

15 Years

Sources & Uses

Dated 02/19/2026 | Delivered 02/19/2026

Sources Of Funds

Par Amount of Bonds	\$3,220,000.00
Township Contribution	580,000.00
Total Sources	\$3,800,000.00

Uses Of Funds

Total Underwriter's Discount (1.250%)	40,250.00
Costs of Issuance	65,000.00
Deposit to Project Construction Fund	3,690,358.70
Rounding Amount	4,391.30
Total Uses	\$3,800,000.00

City of Breezy Point, Minnesota

\$3,220,000 General Obligation Street Reconstruction Bonds, Series 2026A

Assumes Current Market BQ "AA" Rated Rates + 50bps

15 Years

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/19/2026	-	-	-	-	-
02/01/2027	175,000.00	3.250%	115,624.50	290,624.50	290,624.50
08/01/2027	-	-	58,011.25	58,011.25	-
02/01/2028	170,000.00	3.200%	58,011.25	228,011.25	286,022.50
08/01/2028	-	-	55,291.25	55,291.25	-
02/01/2029	180,000.00	3.200%	55,291.25	235,291.25	290,582.50
08/01/2029	-	-	52,411.25	52,411.25	-
02/01/2030	185,000.00	3.250%	52,411.25	237,411.25	289,822.50
08/01/2030	-	-	49,405.00	49,405.00	-
02/01/2031	190,000.00	3.300%	49,405.00	239,405.00	288,810.00
08/01/2031	-	-	46,270.00	46,270.00	-
02/01/2032	195,000.00	3.400%	46,270.00	241,270.00	287,540.00
08/01/2032	-	-	42,955.00	42,955.00	-
02/01/2033	200,000.00	3.500%	42,955.00	242,955.00	285,910.00
08/01/2033	-	-	39,455.00	39,455.00	-
02/01/2034	210,000.00	3.600%	39,455.00	249,455.00	288,910.00
08/01/2034	-	-	35,675.00	35,675.00	-
02/01/2035	215,000.00	3.750%	35,675.00	250,675.00	286,350.00
08/01/2035	-	-	31,643.75	31,643.75	-
02/01/2036	225,000.00	3.950%	31,643.75	256,643.75	288,287.50
08/01/2036	-	-	27,200.00	27,200.00	-
02/01/2037	235,000.00	4.050%	27,200.00	262,200.00	289,400.00
08/01/2037	-	-	22,441.25	22,441.25	-
02/01/2038	245,000.00	4.200%	22,441.25	267,441.25	289,882.50
08/01/2038	-	-	17,296.25	17,296.25	-
02/01/2039	255,000.00	4.300%	17,296.25	272,296.25	289,592.50
08/01/2039	-	-	11,813.75	11,813.75	-
02/01/2040	265,000.00	4.350%	11,813.75	276,813.75	288,627.50
08/01/2040	-	-	6,050.00	6,050.00	-
02/01/2041	275,000.00	4.400%	6,050.00	281,050.00	287,100.00
Total	\$3,220,000.00	-	\$1,107,462.00	\$4,327,462.00	-

RESOLUTION NO 32-2025

RESOLUTION ADOPTING A STREET RECONSTRUCTION PLAN AND APPROVING THE ISSUANCE OF GENERAL OBLIGATION STREET RECONSTRUCTION BONDS

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

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

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

WHEREAS, on November 3, 2025, the Council held a public hearing on the adoption of the Plan and the issuance of not to exceed \$3,350,000 general obligation street reconstruction bonds (the "Bonds") under the Plan for street reconstruction improvements to those streets described in the Plan (the "Street Reconstruction Projects") after publication of the notice of public hearing not less than 10 days nor more than 28 days prior to the date thereof in the City's official newspaper; and

WHEREAS, all parties who appeared at the public hearing were given an opportunity to express their views with respect to the proposal to adopt the Plan and to undertake and finance the Street Reconstruction Projects by the issuance of Bonds and any written comments submitted prior to the public hearing were considered.

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

1. City Policies and Goals. The financing of the Street Reconstruction Projects and the issuance and sale of the Bonds would further the policies and goals of the City as set forth in the Plan, hereby adopted by the Council in connection with the issuance of the Bonds.

Adoption of Street Reconstruction Plan. Based on information received at the public hearing, such written comments (if any) and such other facts and circumstances as the Council deems relevant, it is hereby found, determined and declared that:

the Street Reconstruction Projects proposed in the Plan will allow the City to upgrade its transportation infrastructure to accommodate anticipated and existing residential and commercial development; and

the Plan is hereby approved and adopted in the form presently on file with the City.

Authorization and Approval of Bonds. The City is hereby authorized to issue the Bonds, the proceeds of which will be used, together with any additional funds of the City which might be required, to finance certain costs of the Street Reconstruction Projects and to pay costs of issuance of the Bonds.

Execution of Documents. The Mayor and City Administrator are authorized and directed to execute such other documents and instruments as may be required to give effect to the transactions herein contemplated.

Voter Referendum Contingency. Pursuant to the Act, a petition requesting a vote on the question of issuing the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, may be filed within thirty days of the public hearing. Upon receipt of such petition within the prescribed time period, the City may issue the Bonds only after obtaining the approval of a majority of the voters voting on the question of the issuance of the Bonds. The authorizations and approvals contained herein are subject to and contingent upon not receiving such a petition, or, in the event such a petition is filed, the approving vote of a majority of the voters voting on the question of the issuance of the Bonds.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

[Bonds must be approved by at least a two-thirds vote of the membership present.]

[Issuance of Bonds is subject to a 30-day reverse referendum after the public hearing.]

Rebecca Ball: _____

Brad Scott: _____

Steve Jensen: _____

Todd Roggenkamp: _____

Michael Moroni: _____

Mayor, Todd A. Roggenkamp

Attest:

City Administrator, Allie Polsfuss



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item C.

Prepared By: <i>Janette Rust, Finance Specialist</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Hold Public Hearing to Assess Delinquent Sewer Bills</i>
--	--	---

BACKGROUND

Each year, the City certifies delinquent sewer utility charges for collection with property taxes. This process ensures recovery of unpaid sewer service fees in accordance with state statute.

OVERVIEW

Property owners with past-due sewer accounts were provided proper notice as required by state statute. These notices included the outstanding balances and informed owners of the opportunity to pay before certification. Any unpaid balances after this period will be certified to the Office of the Crow Wing County Auditor, and the delinquent amounts will be added to the 2026 property tax statements for the affected parcels.

STAFF RECOMMENDATION

Hold the public hearing and Approve the Resolution Placing Delinquent Sewer Charges Against Specified Properties

SUPPORTING DOCUMENTS

Attachment A- Resolution



CITY COUNCIL MEETING

AGENDA ITEM

Section 6, Item D.

Prepared By: <i>Janette Rust, Finance Specialist</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Hold Public Hearing to Assess Delinquent Sewer Bills</i>
--	--	---

BACKGROUND

Each year, the City certifies delinquent sewer utility charges for collection with property taxes. This process ensures recovery of unpaid sewer service fees in accordance with state statute.

OVERVIEW

Property owners with past-due sewer accounts were provided proper notice as required by state statute. These notices included the outstanding balances and informed owners of the opportunity to pay before certification. Any unpaid balances after this period will be certified to the Office of the Crow Wing County Auditor, and the delinquent amounts will be added to the 2026 property tax statements for the affected parcels.

STAFF RECOMMENDATION

Hold the public hearing and Approve the Resolution Placing Delinquent Sewer Charges Against Specified Properties

SUPPORTING DOCUMENTS

Attachment A- Resolution

**BREEZY POINT CITY COUNCIL
RESOLUTION 32-2025**

**A RESOLUTION PLACING DELINQUENT SEWER CHARGES
AGAINST SPECIFIED PROPERTIES**

WHEREAS, the city of Breezy Point maintains a municipal sewer system and charges fees to users of the system; and

WHEREAS, property owners who have delinquent accounts were given notice of delinquencies as provided for under section 50.04 of the city code; and

WHEREAS, those properties that have not satisfied delinquent accounts require certification to the tax rolls for collection.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that the following delinquent sewer accounts are to be certified to the tax rolls.

PID	SERVICE ADDRESS	Sewer Acct. No.	Amount Certified
10160709	9151 Breezy Point Dr. #428	1651-000	\$ 863.75
10160695	9201 Breezy Point Dr.	1711-001	\$ 224.83
10161937	8773 North Drive	1123-000	\$ 458.90
10161839	30746 N LAKEVIEW DR	1180-000	\$ 177.79
10160711	9151 Breezy Point Dr. #426	1649-000	\$ 574.79
10162009	30374 N PINWOOD DRIVE	1833-000	\$ 357.69
10210962	9248 Cross St	1336-000	\$ 274.79
10210968	30056 Circle Drive	1324-000	\$ 224.83
10210696	8910 BREEZY POINT DR	1565-001	\$ 220.47
10162039	30400 N Spruce Dr	1065-000	\$ 574.79
10161748	8459 DOVE ST	1203-000	\$ 863.75
10170705	30492 SUFFOLK CIRCLE	1356-000	\$ 574.79
10170682	30444 PAPAGO CIRCLE	1875-001	\$ 224.83
10210766	29850 POPLAR DRIVE	1859-000	\$ 574.79
10160703	9151 Breezy Point Dr #434	1657-000	\$ 224.83
10210558	8890 Breezy Point Dr. #522	1679-000	\$ 196.49

BE IT FURTHER RESOLVED that if payment is made by a property owner to the city prior to certification to the tax rolls the certification will be withdrawn.

Todd Roggenkamp _____
Steve Jensen _____
Rebecca Olson-Ball _____

Michael Moroni _____
Brad Scott _____

Adopted this 3rd day of November 2025.

Attest:

Mayor Todd Roggenkamp

Allie Polsfuss, City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, ItemA.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Approve Pay Application #13 for City Hall Project</i>
--	--	--

COUNCIL ACTION REQUESTED

Approve Pay Application #13 for \$35,576.42

BACKGROUND/DISCUSSION

Hytech Construction pay application #13 (attachment A) is due for payment for the City Hall Construction Project.

FINANCIAL IMPACT

Pay App #13 is \$35,576.42

STAFF RECOMMENDATION

Approve pay application as presented

SUPPORTING DOCUMENTS

Attachment A Pay Application



11360 Business 371, PO Box 621
Brainerd, MN 56401

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

Invoice Number : 15382
Invoice Date : 10/30/2025
Customer Number : BREE01
Job Number : 24134
Due Date : 11/30/2025

Sold To:

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

Job:

Breezy Point City Hall
8319 Co Rd 11
Breezy Point, MN 56472

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

Date	Description	Amount
10/29/2025	Pay Application #13	35,576.42
	GROSS BILLINGS :	35,576.42
	NET BILLINGS :	35,576.42

Thank You

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF ???

PAGES

Section 7, Item A.

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

PROJECT: Renovation of City Hall
Breezy Point, MN

APPLICATION NO: THIRTEEN

Distribution to:

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

PERIOD TO: October 31, 2025

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

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

PROJECT NO:

CONTRACT FOR: General Construction Work

CONTRACT DATE: August 28, 2024

CONTRACTOR'S APPLICATION FOR PAYMENT

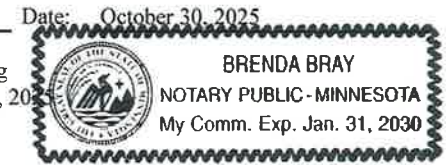
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>2,946,721.06</u>
2. Net change by Change Orders	\$	<u>(80,328.35)</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>2,866,392.71</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>2,848,014.27</u>
5. RETAINAGE:		
a. _____ % of Completed Work (Column D + E on G703)	\$	<u>0.00</u>
b. _____ % of Stored Material (Column F on G703)	\$	<u> </u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>2,848,014.27</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>2,812,437.85</u>
8. CURRENT PAYMENT DUE	\$	<u>35,576.42</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>18,378.44</u>

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

CONTRACTOR: Hy-Tec Construction of Brainerd, Inc

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



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ \$35,576.42

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

ARCHITECT: Widseth

By: [Signature] Date: 10/29/2025

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

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

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF X PAGES

Section 7, Item A.

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

APPLICATION NO: **THIRTEEN**
 APPLICATION DATE: **10/27/2025**
 PERIOD TO: **10/31/2025**
 ARCHITECT'S PROJECT NO: **Breezy City Hall**

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)		
	General Requirements	\$50,719.47	\$50,719.46	\$0.01	\$0.00	\$50,719.47	100.00%	\$0.00	\$0.00
	Sitework	\$313,153.19	\$313,153.19	\$0.00	\$0.00	\$313,153.19	100.00%	\$0.00	\$0.00
	Utilities	\$199,054.60	\$199,054.60	\$0.00	\$0.00	\$199,054.60	100.00%	\$0.00	\$0.00
	Concrete	\$99,208.15	\$99,208.15	\$0.00	\$0.00	\$99,208.15	100.00%	\$0.00	\$0.00
	Masonry	\$119,862.05	\$119,862.05	\$0.00	\$0.00	\$119,862.05	100.00%	\$0.00	\$0.00
	Metals	\$9,799.48	\$9,799.48	\$0.00	\$0.00	\$9,799.48	100.00%	\$0.00	\$0.00
	Carpentry & Cabinets	\$326,636.61	\$326,636.61	\$0.00	\$0.00	\$326,636.61	100.00%	\$0.00	\$0.00
	Thermal & Moisture	\$219,185.35	\$219,185.35	\$0.00	\$0.00	\$219,185.35	100.00%	\$0.00	\$0.00
	Openings - Doors/Frames/Hardware	\$215,309.66	\$215,309.66	\$0.00	\$0.00	\$215,309.66	100.00%	\$0.00	\$0.00
	Finishes	\$269,018.43	\$255,567.51	\$13,450.92	\$0.00	\$269,018.43	100.00%	\$0.00	\$0.00
	Specialties	\$79,611.55	\$71,650.40	\$7,961.15	\$0.00	\$79,611.55	100.00%	\$0.00	\$0.00
	Furniture	\$128,692.06	\$128,692.06	\$0.00	\$0.00	\$128,692.06	100.00%	\$0.00	\$0.00
	Fire Suppression	\$208,253.29	\$208,253.29	\$0.00	\$0.00	\$208,253.29	100.00%	\$0.00	\$0.00
	Plumbing	\$85,709.87	\$83,995.67	\$1,714.20	\$0.00	\$85,709.87	100.00%	\$0.00	\$0.00
	HVAC	\$161,192.70	\$157,968.85	\$3,223.85	\$0.00	\$161,192.70	100.00%	\$0.00	\$0.00
	Electrical	\$396,817.19	\$388,880.85	\$7,936.34	\$0.00	\$396,817.19	100.00%	\$0.00	\$0.00
	Communication & Life Safety	\$64,497.41	\$63,207.46	\$1,289.95	\$0.00	\$64,497.41	100.00%	\$0.00	\$0.00
	CHANGE ORDERS								
	CO#1 - Access Control	\$13,681.72	\$13,681.72	\$0.00	\$0.00	\$13,681.72	100.00%	\$0.00	\$0.00
	CO#2 - Operable Partition Change	-\$766.95	(\$766.95)	\$0.00	\$0.00	(\$766.95)	100.00%	\$0.00	\$0.00
	CO#3 - Omit Furniture	-\$130,000.00	(\$130,000.00)	\$0.00	\$0.00	(\$130,000.00)	100.00%	\$0.00	\$0.00
	CO#4 - Roofing Existing Bldg	\$36,756.88	\$18,378.44	\$0.00	\$0.00	\$18,378.44	50.00%	\$18,378.44	\$0.00
	PAGE TOTALS	\$2,866,392.71	\$2,812,437.85	\$35,576.42	\$0.00	\$2,848,014.27	99.36%	\$18,378.44	\$0.00

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

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26340

DATE: 09/09/2025

The undersigned hereby acknowledges receipt of the sum of \$1,850.00

CHECK ONLY ONE OR LINE 1 WILL APPLY.

[X] 1. As partial payment for labor, skill and material furnished or to be furnished as of 08/22/2025

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

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

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

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

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

By: Widseth
Address: 7804 Industrial Park Rd
Address: Baxter MN 56425
Signature: [Handwritten Signature]
Title: CFO
Date: 9/22/25

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

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

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

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

26680

DATE: 10/10/2025

The undersigned hereby acknowledges receipt of the sum of \$714.04

CHECK ONLY ONE OR LINE 1 WILL APPLY.

1. As partial payment for labor, skill and material furnished or to be furnished as of 09/24/2025

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

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

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

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

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

By: Fyles Satellites Inc
Address: PO Box 725
Address: Pine River MN 56474
Signature: [Handwritten Signature]
Title: president
Date: 10/16/25

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

PLEASE MAIL/EMAIL THE COMPLETED LIEN WAIVER TO:

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

**CITY HALL REMODEL & EXPANSION PROJECT
As of October 31, 2025**

Vendor	Description	Invoice	Date Paid	Amount
Hy-Tech Construction	General Construction Progress Billing	Pay App 1	14-Nov-2024	\$ 138,219.54
Hy-Tech Construction	General Construction Progress Billing	Pay App 2	26-Dec-2024	\$ 232,981.28
Hy-Tech Construction	General Construction Progress Billing	Pay App 3	8-Jan-2025	\$ 93,690.76
Hy-Tech Construction	General Construction Progress Billing	Pay App 4	5-Feb-2025	\$ 164,065.75
Duet Resource Group	Furniture downpayment	13573	5-Feb-2025	\$ 89,560.80
Hy-Tech Construction	General Construction Progress Billing	Pay App 5	5-Mar-2025	\$ 231,812.16
Hy-Tech Construction	General Construction Progress Billing	Pay App 6	16-Apr-2025	\$ 263,224.98
Hy-Tech Construction	General Construction Progress Billing	Pay App 7	14-May-2025	\$ 298,529.47
Hy-Tech Construction	General Construction Progress Billing	Pay App 8	11-Jun-2025	\$ 445,181.78
Hy-Tech Construction	General Construction Progress Billing	Pay App 9	9-Jul-2025	\$ 470,174.28
Duet Resource Group	Furniture Billing - Final Phase I	18642	9-Jul-2025	\$ 70,633.30
Hy-Tech Construction	General Construction Progress Billing	Pay App 10	20-Aug-2025	\$ 222,151.61
Hy-Tech Construction	General Construction Progress Billing	Pay App 11	17-Sep-2025	\$ 172,074.22
Hy-Tech Construction	General Construction Progress Billing	Pay App 12	15-Oct-2025	\$ 80,332.02
Expended from 401 Capital Fund:				\$ 2,972,631.95

Scheduled to be paid in November:				
Hy-Tech Construction	General Construction Progress Billing	Pay App 13	12-Nov-2025	\$ 35,576.42
Duet Resource Group	Furniture Billing - Final Phase I	19449	12-Nov-2025	\$ 18,927.50
Total thru Aug:				\$ 3,008,208.37





CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item B.

Prepared By: <i>Joe Zierden, Public Works Supervisor</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Wastewater Treatment Facility Study Results</i>
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BACKGROUND/DISCUSSION

A Wastewater Treatment Facility Study was approved by City Council in 2023 and was completed in mid-2025. Widseth's Nick Peterson will present an executive study (attachment A) of the sewer study and will staff/Nick will take council questions at conclusion of presentation.

In preparation and to properly plan for the significant investment needed in the next 5-10 years, a sewer rate study has been included in the 2026 sewer budget for completion.

EXECUTIVE SUMMARY

City of Breezy Point
Wastewater Treatment Facility

August, 2025

ARCHITECTS ■ ENGINEERS ■ SCIENTISTS ■ SURVEYORS

Introduction

This Executive Summary provides a brief of the Wastewater Facility Plan for the City of Breezy Point. This is an abstract of the full report which should be referenced as necessary for the full context of the subject matter.

Background

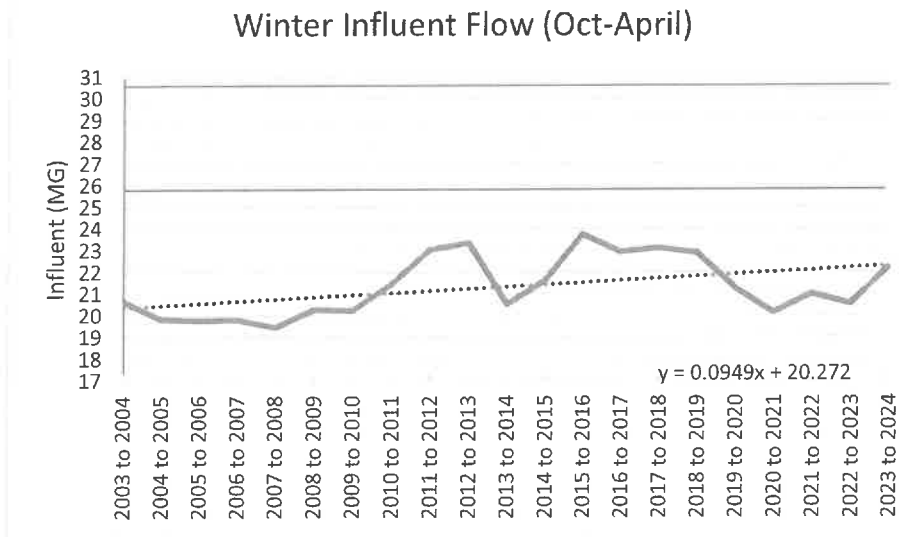
WIDSETH prepared a Wastewater Facility Plan to proactively assess the City’s wastewater flows, treatment (pond) and spray irrigation capacity, and condition of the treatment facility infrastructure. The report analyzed population growth, facility loading, spray irrigation limits, and estimated population growth in terms of Equivalent Residential Units (ERU’s). The data collected in the Facility Plan comes from City staff observations, elevations of ponds and water levels by Widseth surveyors, and recorded flow data reported by City staff and submitted to the MPCA in the City’s monthly Discharge Monitoring Reports (DMRs).

Summary

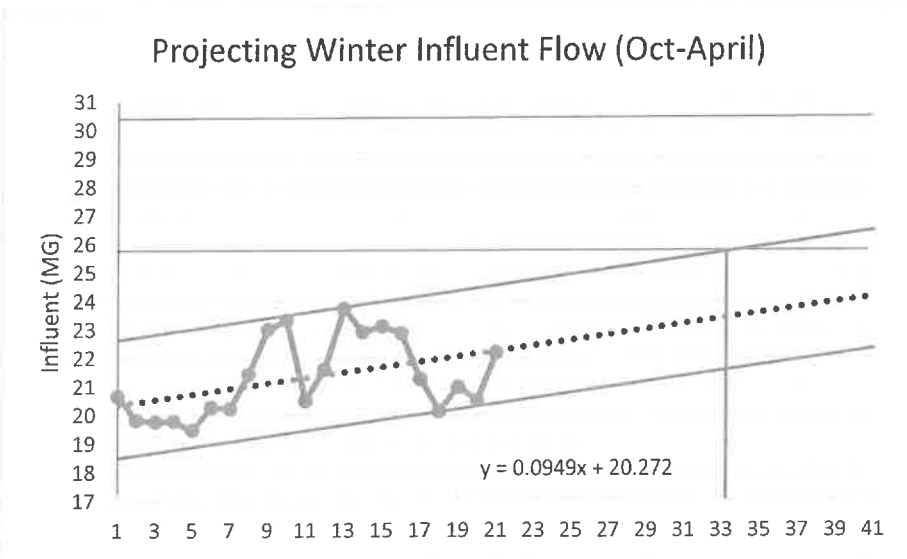
The City’s sanitary collection system consists of approximately 83,000 feet of 8” and 10” diameter PVC gravity sewer piping, and about 27,000 feet of 4”, 6”, 8” and 10” diameter forcemain. The oldest of the collection system was installed in 1978 and, while it is approaching 50 years old, the City has not had any major issues with the collection system. The primary concern from City staff is the amount of winter storage remaining as flow rates have been observed by City staff to be increasing.

Field data was collected for the primary and secondary treatment ponds in the winter of 2024 and spring of 2025. This data yielded a total storage volume of 35.27 MG (85% - 29.98 MG) and a winter storage volume of 30.43 MG (85% - 25.87 MG). The winter storage volume is calculated using only ponds 2-4, the secondary pond storage volumes. These values are lower than the MPCA permit values of 41.83 MG total storage volume, which means there is some discrepancy between what the agency understands the City has for Capacity and what we have measured as actual capacity in the ponds as constructed.

Using the City’s reported DMR data, we have plotted reported winter flows from October through April, seen below.



The top orange line represents the total amount of winter storage in the secondary treatment ponds (30.43 MG), and the bottom orange line represent 85% of the winter storage (25.87 MG). Expansion is typically recommended at the 85% threshold.



The above chart forecasts the winter storage for 20 years into the future. The data in the horizontal axis correlates to the first chart. Number 1 correlates to the winter of 2003 to 2004, 2 correlates to the winter of 2004 to 2005, 3 correlates to the winter of 2005 to 2006 and so on. The model shows an upper and lower range of influent, with the upper range reaching 85% of winter storage volume in 2036.

The City has requested the ERU capacity of the wastewater treatment facility. Widseth reviewed ERU information and DMR reports provided by the City to look for trends. The City has reported an annual growth of 22 ERU's per year since 2010. Comparing the amount of ERU's reported against the reported influent volume results in a Gallons/ERU/Day flow rate that is lower than expected. Furthermore, the growth of ERUs in the last 15 years has not resulted in an equivalent increase in influent to the treatment facility. Due to these conditions, we do not recommend using ERU's as a forecasting method for capacity at the treatment facility. Based on the information provided, the conservative estimated range for the current ERU capacity is 60 to 80 remaining ERU's before reaching 85% capacity.

Recommendations

Based on the influent data provided by the City and the surveyed pond volumes, it appears that the treatment facility has sufficient capacity for several years. Historical flow data over the past 20 years indicates a gradual positive trend in influent, suggesting that capacity improvements will eventually be necessary. To better predict when improvements will be required, we recommend collecting precise influent data over the next two to three years. This can be achieved through the installation of electromagnetic flow meters on the facility's two influent lines. These meters provide accurate flow measurements and can export data electronically. Installing two mag meters, associated manholes to house them and restoration is estimated to cost approximately \$70,000 to \$90,000 including survey, design and construction services. If the flows measured by this method indicate a more rapid growth rate over the next two to three years, the timeline for executing an expansion plan for the wastewater facility can be accelerated; however, we do not anticipate the need for expansion sooner than the 2030 timeframe we have previously provided to the City Council. The City should also be aware that due to the age of some of the components of the facility, some items may need replacement prior to the expected timeframe of reaching 85% capacity. The aerators in Pond 1 are not functioning properly and could require replacement if future data suggests the expansion is a decade from now. Additionally, surveyed benchmarks should be installed on all ponds to assist City staff with pond measuring. We recommend proceeding with installation of the mag meters, sharing the collected mag meter data with Widseth which would allow us to annually update capacity estimates and finalize the facility plan before submitting it to the MPCA.



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item C.

Prepared By: <i>Allie Polsfuss, City Administrator on behalf of the Finance Committee</i>	Meeting Date: <i>11/3/2025</i>	Item Name: Approve the 2026 Fee Schedule
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BACKGROUND

Each year, the City sets a fee schedule which authorizes the city to charge for its services provided. City staff met to review the fee schedule in depth and provide recommendations for changes and additions to the Finance Committee. The Finance Committee reviewed the changes proposed and are now recommending the schedule for approval.

OVERVIEW

Attachment A includes the draft fee schedule. The highlighted cells include a change in fee or addition to fee schedule. Below is a summary of the proposed changes:

Fee / Category	Description / Rationale
Replacement License Fee (Dog and Golf Cart)	Covers the cost of the physical permit and administrative time required to issue a replacement.
Shipping, Handling & Postage	Additional fee to recover the costs incurred when a permit or license must be mailed.
Transaction Fee	With the new software, the City will now accept credit card payments. A 3.5% transaction fee will apply to cover processing costs.
Mileage Rate	Clarified that the City cannot charge more than the IRS-established mileage rate.
Mailbox Support & Installation	Sales tax will be added for residents to pay.
Short-Term Rental License	Increased to cover the costs of administering short-term rental licenses. Beginning in 2026, a health and safety inspection will be included to confirm that properties comply with basic safety items. The proposed fee covers this inspection.
Sewer Service	The City's sewer fund is currently operating at a loss. To address the deficit, the Finance Committee recommends a \$10.00 rate increase (last increase was \$5.00 in 2023). <i>Proper communication will be sent to residents.</i>
Assessment Search Fee	Updated to cover staff time required to process requests.
Room Rental Fees	New fees established for additional rooms in the new City Hall facility. Staff reviewed rental rates from surrounding communities.
Disc Golf Tournament Fee	Added based on a 2024 Council discussion at which time the fee was set at \$100. Finance Committee proposes increasing to \$150.
Park Pavilion Rentals	Increased to cover labor costs associated with event setup and cleanup.
Key Replacement	New fee for lost or unreturned key cards issued for City Hall facility rentals.
Community Garden Plot	Increased by \$10.00 following review by staff and the Parks Committee after the first season (2025).
Columbarium & Niche Plaques	Increased to reflect actual costs.
Cemetery, Burial Service fees	Increased to cover actual costs and align with surrounding community rates.



CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item C.

STAFF RECOMMENDATION

Approve the 2026 Fee Schedule as presented or direct staff to make additional changes to approve on December 1, 2025.

SUPPORTING DOCUMENTS

Attachment A- Draft Fee Schedule

CITY OF BREEZY POINT
RESOLUTION XX-2025

A RESOLUTION AMENDING FEES AND CHARGES FOR 2026
FOR THE CITY OF BREEZY POINT

WHEREAS, The City of Breezy Point Code of Ordinances requires the setting of fees and charges on a periodic basis through a city council resolution; and

WHEREAS, fees and charges are reviewed on an annual basis to determine if they meet the expense of providing service; and

WHEREAS, a resolution is needed to set fees for 2026;

NOW THEREFORE BE IT RESOLVED that the following fees and charges shall be set and established upon passage of this resolution for 2025.

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

MISCELLANEOUS FEES

<u>Type of Fee</u>	<u>Fee</u>	
Filing Fee - Affidavit of Candidacy	\$10.00	§31.06
Abatement Application	\$1,000.00 & \$5,000.00 deposit*	
After the fact permit/application	Double the fee & expenses	
Certifying to taxes	\$50.00 per occurrence	

NSF Check fee	\$30.00
TIF Application Fee	\$1,000.00 & \$5,000.00 deposit*
Transaction Fee	3.50%
Mileage Rate	Current IRS Rate

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

PROPERTY RELATED FEES

<u>Type of Fee</u>	<u>Fee</u>	<u>Authority</u>
After the Fact Zoning Permits	\$100.00	§153.122
Amendment, Ordinance	\$250.00	§153.122
Amendment, Zoning Map	\$250.00*	§153.122
Appeal, Planning Commission	\$100.00*	§153.122
Appeal of PC, City Council	\$100.00*	§153.118
Comprehensive Plan Amendment	\$350.00*	§153.122
Conditional Use, Residential (Including PUD)	\$250.00*	§153.122
Conditional Use, Commercial (Including PUD)	\$350.00*	§153.122
Culvert (delivered/12" diameter/25 ft. black hdpe)	\$225.00	
E911 Address Request	\$90.00	
E911 Replacement Sign	\$50.00	
E911 Replacement Post	\$15.00	
E911 Replacement Post Install	\$20.00	
Fill/Excavation (Ordinance Required)	\$50.00	§153.122
Interim Use, Commercial	\$350.00*	§153.122
Interim Use, Residential	\$250.00*	§153.122
Mailbox Support	\$95.00 + sales tax	
Mailbox Support and Install	\$125.00 + sales tax	
Short Term Rental License	\$300.00	\$750 §115.003
Sign Impoundment Release	\$50.00	§153.061
Sign Impoundment Release subsequent	\$100.00	§153.061
Special Meeting Fee	\$250.00	§153.122
Street Renaming Petition	\$100.00 + Sign cost	§70.023
Street Vacation	\$250.00	§70.024 (F)(2)
Subdivision, Platting Application	\$400.00* + \$10/lot	§152.94
Subdivision, Administrative	\$50.00	§152.94
Subdivision, Metes and Bounds	\$150.00	§152.94
Variance, Commercial	\$350.00	§153.122
Variance, Residential	\$250.00	§153.122
Zoning Permits (includes signs)	\$50.00	§153.122

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

Building Permit Fees

1994 Fee Schedule

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

MS §326B.121

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

UTILITY RELATED FEES CONT.

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

CHARGES FOR SERVICES

<u>Type of Fee</u>	<u>Fee</u>													
Assessment Searches	\$15.00	\$30.00												
Ball Field Reservation	\$10.00													
Community Room Rental -	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="color: red;">RESIDENT</td> <td style="text-align: center;">\$50.00/hour</td> </tr> <tr> <td></td> <td style="text-align: center;">Kitchen +\$25/hour</td> </tr> <tr> <td style="color: red;">NON RESIDENT</td> <td style="text-align: center;">\$75.00/hour</td> </tr> <tr> <td></td> <td style="text-align: center;">Kitchen +\$25/hour</td> </tr> <tr> <td style="color: red;">NON PROFIT</td> <td style="text-align: center;">1/2 Day \$50.00</td> </tr> <tr> <td></td> <td style="text-align: center;">Full Day \$100.00</td> </tr> </table>		RESIDENT	\$50.00/hour		Kitchen +\$25/hour	NON RESIDENT	\$75.00/hour		Kitchen +\$25/hour	NON PROFIT	1/2 Day \$50.00		Full Day \$100.00
RESIDENT	\$50.00/hour													
	Kitchen +\$25/hour													
NON RESIDENT	\$75.00/hour													
	Kitchen +\$25/hour													
NON PROFIT	1/2 Day \$50.00													
	Full Day \$100.00													
	DEPOSIT (refundable)	\$200.00												
Meeting Room	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">RESIDENT</td> <td style="text-align: right;">\$20.00/ hour</td> </tr> <tr> <td>NON RESIDENT</td> <td style="text-align: right;">\$30.00/hour</td> </tr> <tr> <td>Non Profit</td> <td style="text-align: right;">\$10.00/hour</td> </tr> </table>		RESIDENT	\$20.00/ hour	NON RESIDENT	\$30.00/hour	Non Profit	\$10.00/hour						
RESIDENT	\$20.00/ hour													
NON RESIDENT	\$30.00/hour													
Non Profit	\$10.00/hour													
City Activity + Gov't meetings	no charge													
Local Youth Club/Events	no charge / 1 inside event per month													
Local School District/Community Education	no charge													
All other uses	\$50/hour with minimum 2 hour rental													
Disc Golf Tournament Permit	\$150.00													
Special event Permit	\$50.00													
Copy of meeting Audio	\$5.00													
Copy of meeting DVD	\$5.00													
Copies:	\$.25/copy													
2-sided	\$.50/copy													
Certified	\$.50/copy													
Color	\$1.00													
Documentation Search	Loaded labor rate, first 30 minutes-no charge													
Police Services	\$125/hour plus mileage													
Park Pavilion Reservation, Large	\$25.00	1/2 day = \$30.00 Full Day = \$60.00 \$50 Deposit												
Park Pavilion Reservation, Small	\$10.00													
Police CD/DVD	5 + sales tax													
Slow Moving Vehicle Signs	\$15.00													
Key Replacement	\$10.00													
Community Garden Plot	Resident	\$40.00												
	Non Resident	\$50.00												

Equipment Rental Rates

Rates include operator

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

**Equipment Rental Rates
Without Operator**

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

**PELICAN WOODS CEMETERY
RELATED FEES / CHARGES FOR SERVICES**

COLUMBARIA:	<u>Price + 15.00</u>	<u>Property Owner 20% Discount</u>	<u>Total</u>
Upper Tier Niche	\$1,460.00	292.00	\$1,168.00
Middle Tier Niche	\$1,360.00	272.00	\$1,088.00
Lower Tier Niche	\$1,260.00	252.00	\$1,008.00
Shallow Niche – Ends (Discount of \$100 from above tier pricing)			
Columbarium Opening/Closing: Overtime charge * \$150.00 (over 2 hours additional \$100.00/hour)			

Pelican Woods Cemetery cont.

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

Discounts available to property owners in Breezy Point.

<u>INTERMENT / Traditional Burial</u>			
Full Opening (summer/winter)	\$400.00/\$500.00	\$400.00/ \$600.00	
<u>Overtime charge * - \$300.00 (over 2 hours additional \$100.00/hour)</u>			
<u>INURNMENT / Cremation</u>			
Cremains (summer/winter)	\$200.00/\$300.00	\$200.00/ \$350.00	
<u>Overtime charge * - \$150.00 (over 2 hours additional \$100.00/hour)</u>			

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

MARKER INSTALLATION:

Family Marker	\$100.00
Individual Marker	\$50.00

Rebecca Ball _____

Brad Scott _____

Steve Jensen _____

Todd Roggenkamp _____

Michael Moroni _____

Adopted this 3rd day of March 2025.

Attest:

Mayor Todd A. Roggenkamp

Jerry Bohnsack, Interim City Administrator



CITY COUNCIL MEETING

AGENDA ITEM

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Special Assessment Policy</i>
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BACKGROUND

The City Council has been discussing the special assessment policy over the last few months. At the City Council meeting on October 6, 2025 the Council directed staff to proceed with drafting a policy.

OVERVIEW

The consensus of the City Council was to include shared cost between the City and property owners for assessable project, a maximum assessment cap, and the inclusion of a special benefit appraisal. When discussing the council’s direction with Joe Langel (legal Counsel,) he advised to not include special benefit appraisal requirement unless it is completed for each project. If only completed every 3-5 years, there is concern about the validity of the report if there is a challenge or an appeal, with defeats the purpose of the appraisal.

With that in mind, the City Attorney recommended including language authorizing the Council to order a special benefit appraisal when warranted, such as for projects that are complex, potentially controversial, include additional improvements (e.g. curb and gutter), or involve various types of adjacent properties. Upcoming projects are anticipated to be relatively straightforward. Therefore, staff believes the shared-cost model and assessment cap discussed will provide equitable outcomes for property owners.

Below is what is included in the proposed policy as discussed by Council:

Project	Property Owner Share	City Share	Cap
Full Depth Reconstruction	50%	50%	\$10,000
Full Depth Reclamation	50%	50%	\$7,000
Overlay or Mill & Overlay	25%	75%	\$4,000

Attachment A includes the proposed revisions to Section V of the Special Assessment Policy. As this is a policy, the Council retains the ability to review and amend it as needed in the future.

STAFF RECOMMENDATION

Staff recommends the City Council review the proposed policy and either approve as presented, approve with minor changes, or direct staff to come back at a future meeting to make additional changes.

SUPPORTING DOCUMENTS

Attachment A- Draft Special Assessment Policy

CITY OF BREEZY POINT
ROAD IMPROVEMENT AND ASSESSMENT POLICY

PURPOSE: A written policy is needed in order to provide uniform and consistent action for road maintenance, improvements and assessment practices. This policy is accepted by council motion and can be modified by council motion as necessity may dictate.

PART I - DEFINITIONS

COLLECTOR ROAD: Roads that collect local roads and provide for the movement of people and commodities to county roads. Also referred to as thoroughfares.

LOCAL ROADS: Roads that have a primary function of providing access to property.

SPECIAL ASSESSMENT: An assessment to specific benefited properties of an improvement.

MINIMUM MAINTENANCE ROAD: Local roads dedicated as city road by plat but not meeting minimum standards of an improved road.

FULL DEPTH RECONSTRUCTION: Full removal of the existing street infrastructure, including bituminous and underlying base materials and replacing with new base. This method may include improvements to underlying utilities.

FULL DEPTH RECLAMATION: Reclamation of the existing pavement and base materials in place to create a new, stabilized base layer. This recycled material is then compacted and overlaid with new asphalt or concrete.

~~MAJOR REHABILITATION: An improvement of any road which may include ditching, reconstruction of road bed, Class V, and bituminous surfacing or any combination thereof.~~

MILL AND OVERLAY: The removal of the top portion of bituminous and replacement of a new mat of bituminous.

BASIC OVERLAY: Overlay of existing bituminous roads with adequate drainage and requiring no engineering

MINNESOTA STATE STATUE CHAPTER 429: refers to the State of Minnesota's guidelines that allow for municipal organizations to levy special assessments.

PART II - ROAD CLASSIFICATIONS

A. Collector Roads

- a. Buschmann Road
- b. Dove Street (Hwy 4 to Ranchette
- c. Ranchette S.
- d. Ranchette N.
- e. Thrane Drive
- f. Ski Chalet Drive

B. Local Roads: All dedicated roads not listed above under the control of the city

- 1. Minimum Maintenance (Attached as Exhibit A)
- 2. All Local Roads not classified as Minimum Maintenance

PART III - ROAD MAINTENANCE

- A. Collector Roads and Local Roads are City roads and will be maintained by the City including grading, minor repair, minor ditching, mowing, brushing, and snow plowing unless classified as Minimum Maintenance.
- B. Minimum Maintenance Roads will be inspected annually by the City and will be placed on a rotating maintenance schedule. No snow removal will be provided.
- C. All snow plowing will be done in accordance with the City's snow removal policy.
- D. Shared Roads with Ideal Township:
 - 1. Bushmann Road - Breezy Point responsibility - summer and winter maintenance. Shared portion of roadway, 0.5 miles, Ideal portion of 0.2 miles winter maintenance.
 - 2. Wild Turkey Trail -Breezy Point - Winter responsibility
 - 3. Ossawinnamakee Road - Ideal Township responsibility - summer and winter maintenance, 0.7 miles.
 - 4. Forest Knolls Road - Ideal Township responsibility - summer and winter maintenance. 0.1 miles.
 - 5. Graf Road - Ideal Township responsibility - summer and winter maintenance. 0.1 miles.
 - 6. Sunset Strip - Ideal Township responsibility - winter maintenance. 0.2 miles.
 - 7. Winter maintenance is defined as plowing and sanding.
 - 8. Summer Maintenance is defined as mowing and minor pot holes repairs.
 - 9. Minor repairs includes pot hole or shouldering repairs to be done by each

- entity.
- 10. Repairs by joint agreement to be shared for road surfacing and shoulders to be done in proportion to road ownership.

E. Shared Roads with Pelican Township:

- 1. Thrane Drive is the responsibility of Breezy Point to maintain and upgrade as per an annexation agreement.

PART IV - MAJOR REHABILITATION POLICY

It is the policy of the City to respond to growing demand for road improvements. Such improvements shall be determined by the City Council either by Council initiation or by petition of property owners.

- A. Action needed to start improvement.
 - 1. City Council Initiated
 - 2. Public safety concerns (initiated by City Council)
 - 3. Petition from a minimum of 70% of the frontage signed by property owners

- B. Target area for bituminous surfacing.
 - 1. Collector Roads.
 - 2. Improvements that can be made as part of a sewer improvement project.
 - 3. Local roads previously improved by municipal sewer.
 - 4. Local roads not anticipated to be served by municipal sewer but that have experienced significant growth.

- C. Design Standards
 - 1. The Road Improvement Standards adopted by the city July 1, 2013 provides for, among other requirements, a minimum 24 foot bituminous mat for collector roads and a 22 foot bituminous mat for local roads assuming a 66 foot wide right-of-way.
 - 2. A deviation from minimum standards may be considered when:
 - a. Road right-of-ways are less than 66 feet.
 - b. Existing conditions indicate an alternate design.
 - c. Limitations exist with the existing right-of-way such as wetlands, OHW, or other topographic features.
 - 3. Improvements to unimproved or partially unimproved roadways will include the entire length of the right-of-way from intersection to intersection or end of right-of-way. Where limitations exist due to topography, soil conditions, wetlands, city financing, extent of sewer main installation or other impediment this requirement may be waived.

4. The use of an Overlay or Mill and Overlay shall be dependent on adequate roadway base, drainage and will be confined to the current roadway width.

PART V: FINANCING OF IMPROVEMENTS

A. Roadway Improvements and Repairs Not to be Assessed

1. Collector roads are deemed to benefit the community as a whole and the property owners equally and will be assessed against the General Fund of the City.

B. Roadway Improvement and Repairs Special Assessments

1. All roadway surface improvement projects that involve the removal or replacement of any portion of the existing road surface shall be subject to special assessments. The following cost-share structure shall apply based on the type of project undertaken.
 - a. Full Depth Reconstruction projects shall have an assessable rate of 50% of the total project cost to the benefitting properties.
 - i. The special assessment is not to exceed \$10,000 unless otherwise approved by the City Council.
 - b. Full Depth Reclamation or Major Rehabilitation projects shall have an assessable rate of 50% of the total cost to the benefitted properties.
 - i. The special assessment is not to exceed \$7,000 unless otherwise approved by the City Council.
 - c. Overlay or Mill and Overlay projects shall have an assessable rate of 25% of the total cost to the benefitted property owners.
 - i. The special assessment is not to exceed \$4,000 unless otherwise approved by the City Council.

C. Benefit Appraisal

1. A benefit appraisal may be obtained to establish a benefit range for each a roadway improvement project. The purpose of an appraisal is to help ensure that the amount assessed does not exceed the actual benefit to the property.

D. Exemptions

1. Projects exempt from this assessment policy include, but are not limited to: seal coating, crack sealing, spot curb repair, or any other normal road surface maintenance. Special Assessments shall be levied in accordance with Minnesota State Statute Chapter 429 which provides City Council control over the final levied assessments.
2. In cases where public utility oversize is required to meet broader system needs, the City shall bear the cost of the oversizing component.

D. New Roadway and Utility Construction Special Assessments: All new roadway and utility construction projects that result in the creation of new public infrastructure shall be 100% assessable to the abutting property owners or paid by the developer pursuant to a development agreement. Special assessments shall be levied in accordance with Minnesota Statute Chapter 429

- i. ~~Local Roads are deemed to benefit specific property owners and will be assessed to the owners per Minnesota Statute 429. Local Roads that will be upgraded from bituminous to bituminous will be assessed 50% to property owners and 50% by the city if the improvement is accomplished within 15 years of construction. These improvements would include reconstruction and overlays. Major rehabilitation projects for roads in excess of 15 years old will be assessed entirely to the benefited property owners however some consideration will be given to cost sharing for overlay types of projects.~~

D-E. Special Assessment Terms

- 1. The term of the assessments and interest rate shall be set by the city council. Assessments will be determined on a per building site basis according to current zoning ordinances and will include all properties that benefit from the improvement.
- 2. Properties abutting more than one road (i.e. corner lot, double frontage or triple frontage lots) will be assessed a full assessment on the first improved roadway and one/half assessment on the second improved roadway. An additional assessment for a third roadway will not be imposed.
- 3. Benefited non-abutting properties may be assessed on a per lot basis if such property abuts a dead-end private road which opens onto the project road.

F. Life of Improvements - Roadways shall have an expected service life of fifteen years. Reconstruction of assessed improvements, which have reached or exceeded the expected service life, shall be eligible for new assessments.

E. Deferred Payments –

Unimproved parcels will be assessed in the same manner as improved parcels under this policy. Should multiple parcels be under the same ownership that are eligible for the assessment, the owner may choose to defer any assessments, beyond the first assessment, on any unimproved parcels. A property owner seeking deferral under this section for an unimproved parcel must request the deferral within 14 days following the Council’s adoption of the assessment.

The assessments shall be deferred with a (2.5%) annual interest for a period not to exceed seven years. After the expiration of the deferred assessment, the deferred assessment will be collected as a special assessment at the original assessment interest rate applied to the adjacent Improved Parcel receiving the assessment initially. The term of the assessment

shall be for the same duration as the Improved Parcel, with the term starting at the expiration of the deferral. (For example, if the assessment on the Improved Parcel was certified for a period of 15 years, the deferred assessment on an adjacent undeveloped parcel with the same ownership would be deferred for up to seven (7) years, assuming it remains undeveloped and the ownership of both lots remains unchanged. Beginning in year 8, the balance of the deferred assessment will be collected as a special assessment for the next 15 years).

If an undeveloped parcel is sold or a building permit is issued for the parcel prior to the expiration of the deferment period, the assessment is no longer deferred. The property owner would have the ability to make payment in full or start the assessment process identified above.

Commented [AP1]: Revised in 2019

A.

~~B. The City through the Public Works Supervisor, City Administrator, City Engineer and/or City Attorney make determinations whether or not to order appraisals and in what circumstances. Circumstances to be used in that determination will be based upon, but not exclusively, the amount of the assessments involved, the nature or use of the property to be assessed and any unusual characteristics of either the property to be assessed or the project.~~

C.G. Deviation or Modification of this Policy.

The apportionment of the cost between benefited property and the City at large, and the particular method of levying assessments prescribed in this policy shall be followed in each case unless the Council, by Resolution, finds that because of special circumstances stated in the Resolution, a different policy, a modified policy, or a combination of sections of the policy is necessary or desirable in a particular case. The Resolution shall specifically describe deviations or modifications from the policy and the rationale for the change in assessment. Implementation of the City Assessment policy and any modification by Resolution shall result in an equitable assessment that shall not exceed the benefit to affected properties.

Amended November 7, 2016

Update 2017 – History

Amended June 3, 2019

PART VI - HISTORICAL

2014 - Whitebirch Drive and Creek Circle. Sanitary sewer, paving and trunk sanitary sewer line across golf course to Lift Station #6. Trunk sewer line paid for with Sewer Capital Funds. Sewer main and paving on a per unit cost of \$8,183.36. Assessments paid are returned to the Sewer Capital Fund.

2015 - Snowman Circle and Thrane Drive. Paving assessment was on a per unit basis of \$7,784.63 and comer lots were at 50% or \$3,892.32. Standard width was reduced for cul-de-sac to match existing roadway footprint. Construction financed with General Fund revenue, assessments repaid to General Fund and pledged to future roadway improvements.

2016 - Winter Trail and Scenic Overlook. Paving assessment was on a per unit basis. Winter Trail was \$4,734.16 and Scenic Overlook was at \$3,550.35.

Corner lots were all at 100% as it was the first side of paving. The existing standard was reduced to match existing roadway width. The project is a continuation of a half paved roadway that was paved 20 feet wide. Construction financed with General Fund revenue, assessments repaid to General Fund and pledged to future roadway improvements.

2017 - Whitebirch 6th Addition. Paving assessment was on a per unit basis for the subdivision as a whole. The roads paved included Aztec Circle, Pawnee Circle, Zuni Circle, Pima Circle and Navaho Trail. Pawnee Circle had an extreme slope making it difficult to maintain and was cut down at city expense, not included in the overall assessment. Corner lots received a unit and a half assessment (\$5,616.14) within the subdivision. Corner lots *off Dove Street* and *Ranchette Drive* received a half unit assessment (\$1,872.95). Multiple lots owned by one property owner were charged for each lot as remaining lots are buildable. One property with two lots and home built in the center of the two were charged only one assessment. A full assessment was \$3,744.09. Project was financed using existing revenues at 4.25% over 15 years.

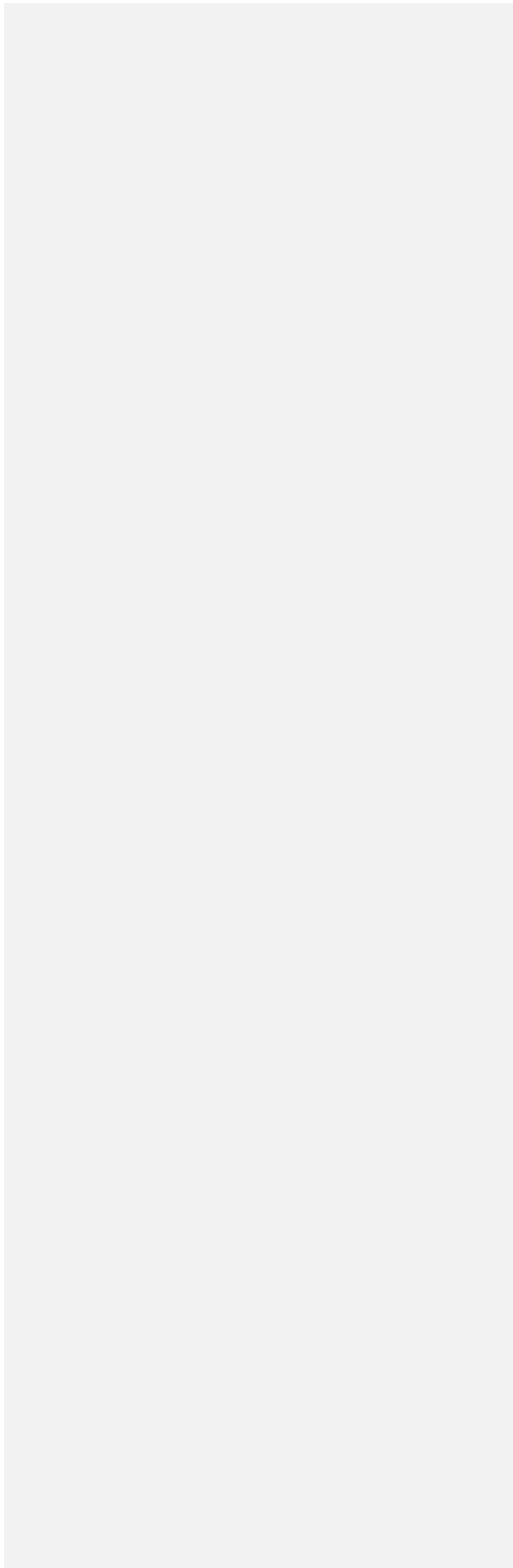
[Amended November 7, 2016](#)

[Update 2017 – History](#)

[Amended June 3, 2019](#)

[Amended November 7, 2016](#)

[Update 2017 – History](#)





CITY COUNCIL MEETING

AGENDA ITEM

Section 7, Item E.

<p>Prepared By: <i>Allie Polsfuss City Administrator, Brian Sandell Police Chief, Joe Zierden Public Works Supervisor</i></p>	<p>Meeting Date: <i>11/3/2025</i></p>	<p>Item Name: <i>City Park Ordinance Discussion</i></p>
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BACKGROUND

Staff has been made aware that the Council may be interested in establishing an ordinance for public parks within the City of Breezy Point. The goal of this discussion is to determine whether developing a park ordinance is a priority and, if so, to direct staff to begin drafting one for future Council consideration.

OVERVIEW

The City owns six public areas for recreational use:

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

The purpose of a park ordinance is to establish clear rules and expectations for how public parks and recreational areas are used, maintained, and protected. Such an ordinance also provides the authority for the Police Department to enforce these rules and issue citations for violations when necessary.

Currently, the City has an existing ordinance specifically governing the Public Beach (see Attachment A). This could act as a good starting point for a broader ordinance. It is common for cities to adopt a broader park ordinance to ensure that all public recreational spaces are governed by consistent, enforceable, and well-understood regulations.

If directed, this would be the tentative timeline for approval:

1. Staff will collaborate, gather information, review other city’s ordinances and provide a draft for Council to review early 2026
2. Council review and provide feedback to staff on changes or additions to be made
3. Final version to go to legal for review
4. Public hearing to consider approval ordinance in spring 2026

STAFF RECOMMENDATION

Staff recommends that the Council discuss whether establishing a park ordinance is a current priority and the advantages and challenges if implemented. If the Council directs, the goal would be to adopt the ordinance prior to the start of the 2026 recreation season.

SUPPORTING DOCUMENTS

Attachment A- Public Beach 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



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, Item A.

<p>Prepared By: Allie Polsfuss, City Administrator</p>	<p>Meeting Date: 11/3/2025</p>	<p>Item Name: Schedule Special Meeting to:</p> <ol style="list-style-type: none"> 1. Award Contract for Buschmann Road Project 2. Review Presale Report and Call for Sale of Bond
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BACKGROUND

As part of the Buschmann Road Project, several funding and construction actions must occur after December 3, 2025, once the bond referendum period concludes.

OVERVIEW

As discussed in previous meetings, the funding and construction timelines for the 2026 Buschmann Road Project are running in parallel. The General Obligation Street Reconstruction Bond is subject to a 30-day reverse referendum period—a timeframe during which residents may petition for a public vote before the City proceeds with bonding. This period runs from November 3 to December 3, 2025.

To be safe, staff recommends waiting to award construction bids until after the referendum period closes in the event a petition is received. This will require a special City Council meeting to award the bids, authorize bond issuance, and call for the sale.

Council is asked to discuss potential dates for this meeting. Staff recommends holding the special meeting during the first half of December, once the referendum window has closed. A preliminary date of **December 8** has been identified, pending confirmation of a quorum.

Dates/times unavailable:

- December 9 at 6:30 p.m.
- December 11 at 5:00 p.m.

STAFF RECOMMENDATION

Call a special meeting during the first half of December to award construction bids and proceed with the bonding process for the Buschmann Road Project.



CITY COUNCIL MEETING

AGENDA ITEM

Section 8, Item B.

Prepared By: <i>Allie Polsfuss, City Administrator</i>	Meeting Date: <i>11/3/2025</i>	Item Name: <i>Schedule Strategic Planning Session</i>
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OVERVIEW

The 2026 City calendar will be on the 12/1/2025 City Council agenda for approval, and staff would like to include a strategic planning session to review and discuss the goals for the upcoming year(s.)

Staff recommends this meeting be schedule in February or March and it will likely be 3-4 hours. The meeting should include all City Council members and department heads. The meeting will be open to the public, but can be held during the day if that is determined what works best for all schedules.

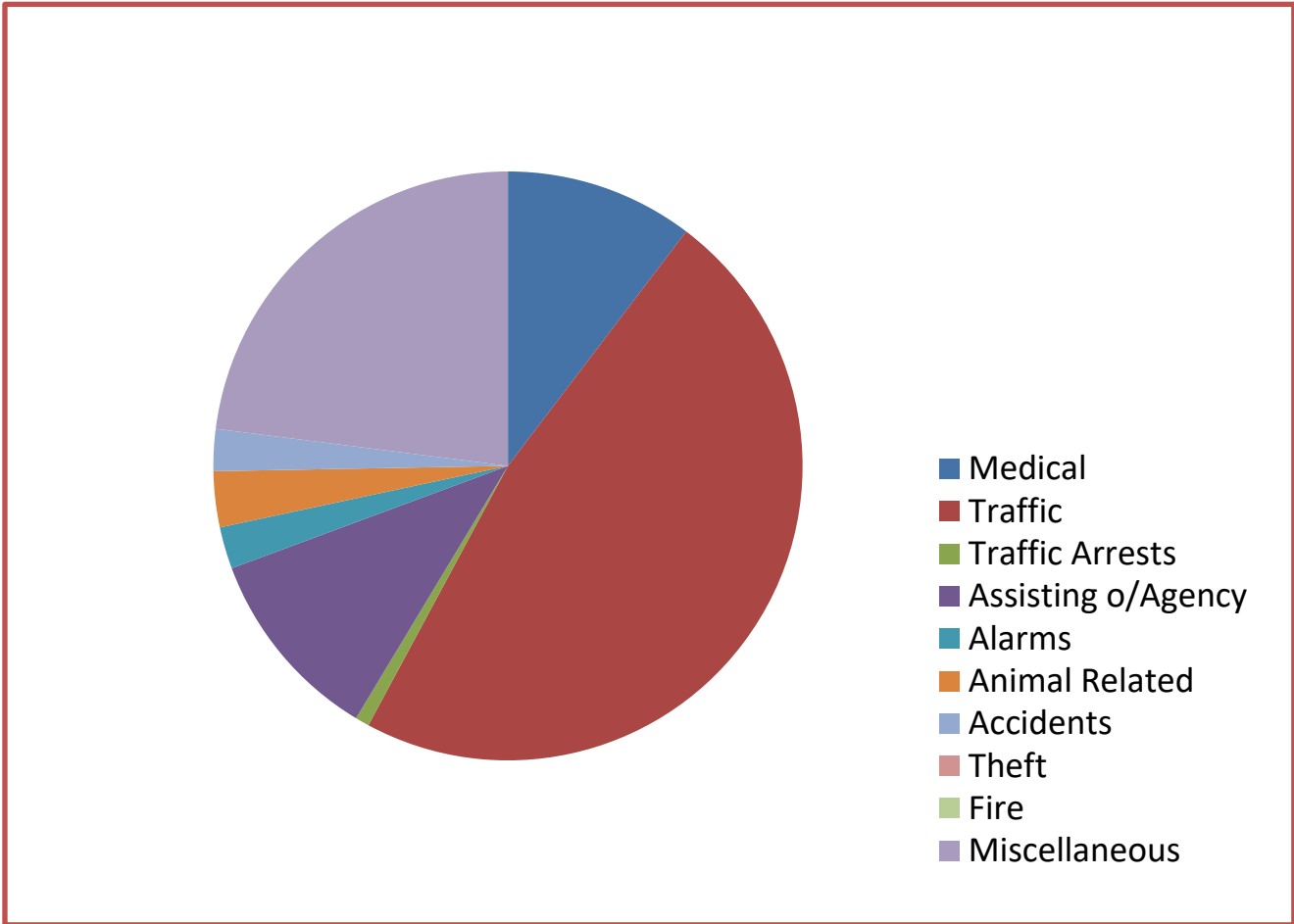
Unavailable dates include:

- February 2nd (6:30)
- February 10th (6:30)
- February 12th (5:00)
- February 16th (All day)
- February 18th (1:30)

Breezy Point Police Department Offense Summary

Section 8, Item C.

October 1-31, 2025		2024
Medical	27	23
Traffic	124	140
Traffic Arrests	2	1
Assisting o/Agency	28	30
Alarms	6	5
Animal Related	8	5
Accidents	6	5
Theft	0	2
Fire	0	0
Miscellaneous	60	75
Total	261	286



Miscellaneous: (2) Civil, (2) Driving Complaints, (2) Damage to Property, (6) Information, (4) Motorist Assist, (2) Parking Complaints, (9) Public Assist, (2) Shoot Complaints, (7) Suspicious Activity/Vehicle, (4) Welfare Check.