

Breezy Point City Council
Monday, February 3, 2020 - 7:00 p.m.
Regular Meeting Agenda

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
 - A. Council Minutes January 6, 2020
 - B. Approval of Claims totaling \$65,530.52 (2473E-2474E, & 2480E & Checks 135736-135772, & 135774-135880)
 - C. Approve Forfeiture
4. Open Forum
5. Mayor & City Council Reports
 - A. Mayor
 - B. Council members
6. Committee Reports
 - Road Committee -
7. Administrator and Staff Reports
 - A. Renew Agreement with Pelican Township for Police Services
 - B. City Engineer
 1. Whitebirch Project Pay Request
 2. Cost Share Agreement with CWC
 - C. Set Board of Review Date
 - D. City Hall Sign Follow-up
8. Adjourn

Upcoming Meetings and Dates,

February 11	7:00 p.m.	Planning Commission - Cancelled
February 13	5:00 p.m.	Park & Recreation Committee - Cancelled
February 17	Holiday	Presidents Day – Offices Closed
February 19	3:30 p.m.	Cemetery Commission - Cancelled
March 2	7:00 p.m.	City Council
March 3	7:00 a.m. – 8:00 p.m.	Presidential Primary

**Breezy Point City Council
January 6, 2020 - 7:00 pm
Regular Meeting Minutes**

The meeting of the Breezy Point City Council was called to order by Mayor Tom Lillehei at 7:00 p.m. Councilmembers present were Gary Bakken, Rebecca Ball, Gary Mitchell, and Michael Moroni. Staff present included Administrator Clerk Patrick Wussow, Chief Kevin Merschman, Public Works Supervisor Joe Zierden, Finance Specialist Kari Jacobson, City Planner Jerry Bohnsack, and Deputy Clerk Deb Runksmeier. Also present was Tim Houle, WSN. All present stood for the pledge of allegiance.

A Presentation of the 2020 Comprehensive Plan was given by Sourcewell's Jake Huebsch and Ashley Kaisershot.

MOTION BAKKEN/MITCHELL TO ADOPT RESOLUTION 01-2020 FOR THE 2020 COMPREHENSIVE PLAN WITH ADMINISTRATIVE ADJUSTMENTS, MOTION CARRIED.

Consent Agenda

A. Council Minutes 12/02/19 regular meeting
B. Approval of Claims totaling \$291,701.37 (2450E, 2464E-2466E & Checks 135666-135697, & 135699-135733)
D. Election Judges and Salaries for 2020, Resolution 03-2020
E. Citizen of the Year Committee, Resolution 04-220
THE MAYOR MOVED DONATIONS ON RESOLUTION 02-2020 TO THE MAYORS REPORT

MOTION MORONI/BAKKEN TO APPROVE THE CONSENT AGENDA, MOTION CARRIED.

Open Forum – None

Mayor and Council Members Report

Resolution 05-2020 Committee and Commission Appointments
MOTION MITCHELL/BAKKEN TO ADOPT RESOLUTION 05-2020 TO CONFIRM DESIGNATED COMMITTEE AND COMMISSION APPOINTMENTS FOR 2020, MOTION CARRIED

Mayor noted the addition of a donation in the amount of \$100.00 to the Police Department.

Resolution 02-2020 Accept Donations

MOTION BAKKEN/MITCHELL TO ADOPT RESOLUTION 02-2020 TO ACCEPT DONATIONS FROM THE FLETCHER FOUNDATION, PELICAN LAKE CONSERVATION CLUB, AND JOAN ANDERSON, MOTION CARRIED

A. The Mayor attended the VRBO Ordinance meeting at the County. He also spoke about recycling changes for the county.

B. Councilmembers – No Reports

Committee Reports

Personnel Committee

MOTION MORONI/BALL TO ADOPT REVISED PERSONNEL POLICY WITH CHANGES TO OPT OUT OF HEALTH INSURANCE, MOTION CARRIED.

MOTION MORONI/MITCHELL TO MODIFY THE JOB DESCRIPTION AND PAY GRADE OF THE FINANCE SPECIALIST, MOTION CARRIED.

MOTION BALL/MITCHELL TO APPROVE THE PAY EQUITY REPORT AS PRESENTED FOR 2019, MOTION CARRIED.

Administrator and Staff Reports

A. The City Council agreed with staff that the process has not been as easy as initially promoted and the County will still conduct AIS inspections. The City Council decided to not take any action to renew the DNR delegation agreement for 2020-2022.

B. LESO Participation Resolution 06-2020

MOTION MORONI/BAKKEN TO ADOPT RESOLUTION 06-2020 FOR THE APPROVAL OF PARTICIPATION IN THE LESO PROGRAM FOR PURCHASING, MOTION CARRIED

C. Mutual Aid Joint Powers Agreement

MOTION MORONI/BALL TO APPROVE THE MUTUAL AID AGREEMENT WITH CROW WING COUNTY AS PRESENTED, MOTION CARRIED

D. Commercial Drug and Alcohol Testing Policy

MOTION MITCHELL/MORONI TO APPROVE THE REVISED DRUG AND ALCOHOL TESTING POLICY FOR COMMERCIAL DRIVERS, MOTION CARRIED

E. Approve Purchases

1. Sanitary Sewer Jetter

MOTION MITCHELL/BAKKEN TO APPROVE THE PURCHASE OF HYDRAULIC SEWER LINE CLEANER FOR PUBLIC WORKS, MOTION CARRIED

2. Snow Blower

MOTION MORONI/BALL TO APPROVE THE PURCHASE OF A BOBCAT 72 INCH SNOWBLOWER FOR PUBLIC WORKS, MOTION CARRIED

3. Tile for City Hall

MOTION BALL/MITCHELL TO APPROVE THE PURCHASE OF REPLACEMENT VINYL COMPOSITE TILE FOR CITY HALL, MOTION CARRIED

4. Dynamic Sign

Discussion on the size and style of dynamic sign for City Hall and to proceed with getting quotes for option one which is the larger sign.

5. Computer Server

MOTION BAKKEN/MORONI TO APPROVE THE PURCHASE OF COMPUTER SERVER, HARDWARE, AND LICENSING AS PRESENTED, MOTION CARRIED

6. Squad Car

MOTION BAKKEN/MORONI TO APPROVE THE PURCHASE OF 2020 FORD EXPLORER FOR THE POLICE DEPARTMENT, MOTION CARRIED

City Engineer, Tim Houle, gave an update on the Ossawinnamakee Road Project.

City Planner, Jerry Bohnsack, shared some information on the city's growth.

Meeting adjourned at 8:25 p.m.

Patrick Wussow, Administrator/Clerk

Claims totaling \$65,530.52
2473E-2474E & 2480E & Checks 135736-135772,
& 135774-135800.

CITY OF BREEZY POINT
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January 2020

			Check Amt	Invoice	Comment
10100 Primary					
Paid Chk#	002473E	1/10/2020	MN DEPT OF LABOR & INDUSTRY		
E 100-41910-309	Building Inspector		\$1,443.12	4th Qt Surchar	4th Quarter Surcharge Report
Total	MN DEPT OF LABOR & INDUSTRY		\$1,443.12		
Paid Chk#	002474E	1/23/2020	WEX BANK		
E 100-42100-212	Motor Fuels		\$1,477.07	63098155	Fuel
E 100-43000-212	Motor Fuels		\$177.17	63098155	Fuel
E 600-43250-212	Motor Fuels		\$213.90	63098155	Fuel
E 100-42100-212	Motor Fuels		(\$13.93)	63098155	Rebate
E 100-43000-212	Motor Fuels		(\$1.76)	63098155	Rebate
E 600-43250-212	Motor Fuels		(\$1.94)	63098155	Rebate
Total	WEX BANK		\$1,850.51		
Paid Chk#	002480E	1/29/2020	US BANK		
E 100-42100-200	General Operating (Supplies)		\$108.70	5563277	Batteries
E 100-42100-590	Capital Outlay		\$912.60	5563277	Computer monitors
E 100-42100-200	General Operating (Supplies)		\$5.19	5563277	Postage
E 401-35201-629	Forfeitures Alcohol		\$27.67	5563277	Title Exp
E 100-42100-200	General Operating (Supplies)		\$66.99	5563277	Defib Pieces
E 100-41300-208	Training and Education		\$325.00	5563277	MCFOA Conference-D Runksmeier
E 100-43000-417	Uniforms		\$174.99	5563277	Boots
E 100-43000-417	Uniforms		\$34.99	5563277	Pants
E 100-42100-401	Maint Buildings		\$22.86	5563277	Drain-PD
E 100-42100-200	General Operating (Supplies)		\$20.93	5563277	Biohazard Disposal Container
E 100-42100-200	General Operating (Supplies)		\$133.36	5563277	Evidence Tub Case 100
E 600-43250-321	Telephone		\$38.82	5563277	Phone Accessories
E 100-41300-433	Dues and Subscriptions		\$222.04	5563277	Brainerd Dispatch Subscription
Total	US BANK		\$2,094.14		
Paid Chk#	135736	1/15/2020	AMERIPRIDE INC.		
E 100-41900-401	Maint Buildings		\$70.81	2201285003	Rugs
E 100-42100-401	Maint Buildings		\$72.98	2201285005	Rugs
Total	AMERIPRIDE INC.		\$143.79		
Paid Chk#	135737	1/15/2020	AT&T MOBILITY		
E 100-42100-321	Telephone		\$565.91	287287645057	PD Cell Phones
Total	AT&T MOBILITY		\$565.91		
Paid Chk#	135738	1/15/2020	AUTO VALUE PEQUOT LAKES		
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$143.76	66162732	Supplies
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$84.48	66163017	Fuel/Oil Filters
Total	AUTO VALUE PEQUOT LAKES		\$228.24		
Paid Chk#	135739	1/15/2020	AW RESEARCH LABORATORY, INC		
E 600-43250-326	MPCA Permit/Lab Testing		\$43.00	30819	Testing
Total	AW RESEARCH LABORATORY, INC		\$43.00		

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		Check Amt	Invoice	Comment
Paid Chk#	135740	1/15/2020	BRAINERD DAILY DISPATCH	
E 100-42100-200	General Operating (Supplies)	\$248.04	178272990 20	PD Dispatch
Total BRAINERD DAILY DISPATCH		\$248.04		
Paid Chk#	135741	1/15/2020	BRAINERD GENERAL RENTAL	
E 100-43000-228	Equipment Rental	\$222.39	124187	Damage to snowblower auger
Total BRAINERD GENERAL RENTAL		\$222.39		
Paid Chk#	135742	1/15/2020	BRAINERD HYDRAULICS/AIR	
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$94.40	14950	Hose
Total BRAINERD HYDRAULICS/AIR		\$94.40		
Paid Chk#	135743	1/15/2020	BREEZY POINT HARDWARE	
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$4.47	16269	Fasteners
E 100-43000-212	Motor Fuels	\$31.96	16523	Bluedef Gallon
E 100-43000-212	Motor Fuels	\$79.98	16577	Fuel
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$1.98	16607	Elbow 45
Total BREEZY POINT HARDWARE		\$118.39		
Paid Chk#	135744	1/15/2020	CHARTER COMMUNICATIONS	
E 100-42100-381	Combined Utilities	\$22.78	001220001022	PD TV
E 100-41900-381	Combined Utilities	\$44.38	004184501082	Internet
E 100-41300-200	General Operating (Supplies)	\$1.15	004184501082	Internet
E 100-41100-100	Compensation (GENERAL)	\$0.34	004184501082	Internet
E 100-42100-308	Software / IT Support	\$46.00	004184501082	Internet
E 100-41910-200	General Operating (Supplies)	\$0.34	004184501082	Internet
E 100-43000-200	General Operating (Supplies)	\$0.58	004184501082	Internet
E 600-43250-200	General Operating (Supplies)	\$22.19	004184501082	Internet
Total CHARTER COMMUNICATIONS		\$137.76		
Paid Chk#	135745	1/15/2020	CITY OF BREEZY POINT	
E 100-42100-381	Combined Utilities	\$140.00	1st Qtr 2020	PD Quarterly Sewer
E 100-41900-381	Combined Utilities	\$140.00	CH 1st Qtr Se	CH 1st Qtr 2020 Sewer
Total CITY OF BREEZY POINT		\$280.00		
Paid Chk#	135746	1/15/2020	COLD SPRING GRANITE COMPANY	
E 270-49010-439	Markers	\$259.00	RI 1449219	Nich Plaque
Total COLD SPRING GRANITE COMPANY		\$259.00		
Paid Chk#	135747	1/15/2020	CROW WING CO LAND SERVICES	
E 100-41910-302	E911 / Permit Exp	\$25.00	E911 Sign	E911 Sign-8235 Ski Chalet Dr.
Total CROW WING CO LAND SERVICES		\$25.00		
Paid Chk#	135748	1/15/2020	CROW WING COUNTY ATTORNEY	
E 100-41900-304	Legal/Prosecution Fees	\$8,000.00	Prosecution 20	2020 Prosecution Costs
Total CROW WING COUNTY ATTORNEY		\$8,000.00		
Paid Chk#	135749	1/15/2020	CULLIGAN	

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		Check Amt	Invoice	Comment
E 100-42100-401	Maint Buildings	\$19.50	Water Service	Water Service
Total CULLIGAN		\$19.50		
Paid Chk# 135750	1/15/2020 FLEETPRIDE			
E 100-43000-212	Motor Fuels	\$39.12	42853940	Diesel Fluid
Total FLEETPRIDE		\$39.12		
Paid Chk# 135751	1/15/2020 FORUM COMMUNICATIONS COMPANY			
E 100-41910-351	Legal Notices Publishing	\$68.00	C38013948	Ad #2814293
Total FORUM COMMUNICATIONS COMPANY		\$68.00		
Paid Chk# 135752	1/15/2020 GOPHER STATE ONE CALL			
E 600-43250-332	Gopher One Locates	\$2.70	9120242	Locates
Total GOPHER STATE ONE CALL		\$2.70		
Paid Chk# 135753	1/15/2020 GOVOFFICE LLC			
E 100-41300-433	Dues and Subscriptions	\$220.00	10244	Domain Registration
Total GOVOFFICE LLC		\$220.00		
Paid Chk# 135754	1/15/2020 GRANITE ELECTRONICS INC			
E 100-42100-200	General Operating (Supplies)	\$73.75	154003226-1	Remote Speaker
Total GRANITE ELECTRONICS INC		\$73.75		
Paid Chk# 135755	1/15/2020 LMCIT			
E 100-41100-437	Training & Education	\$275.00	313537	Rebecca Ball Training
Total LMCIT		\$275.00		
Paid Chk# 135756	1/15/2020 MENARDS- BAXTER			
E 600-43250-220	Repair/Maint Supply (GENERAL)	\$39.24	21804	Cable
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$44.90	23951	Hitch Pin Clips
Total MENARDS- BAXTER		\$84.14		
Paid Chk# 135757	1/15/2020 MN DEPT OF LABOR & INDUSTRY			
E 100-43000-200	General Operating (Supplies)	\$20.00	ABR02267121	2 Pressure Vessel
Total MN DEPT OF LABOR & INDUSTRY		\$20.00		
Paid Chk# 135758	1/15/2020 NAPA OF CROSSLAKE			
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$20.98	097295	Wipers
Total NAPA OF CROSSLAKE		\$20.98		
Paid Chk# 135759	1/15/2020 NEOPOST			
E 100-41300-200	General Operating (Supplies)	\$12.38	044080362290	Copier Agreement
E 100-43000-200	General Operating (Supplies)	\$18.14	044080362290	Copier Agreement
E 600-43250-200	General Operating (Supplies)	\$31.52	044080362290	Copier Agreement
E 100-42100-200	General Operating (Supplies)	\$29.27	044080362290	Copier Agreement
E 100-41910-200	General Operating (Supplies)	\$20.27	044080362290	Copier Agreement
E 270-49010-200	General Operating (Supplies)	\$1.00	044080362290	Copier Agreement
Total NEOPOST		\$112.58		

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		Check Amt	Invoice	Comment
Paid Chk#	135760	1/15/2020	OASIS OIL COMPANY	
E 100-43000-212	Motor Fuels	\$1,346.74	69186	Fuel
E 100-43000-212	Motor Fuels	\$1,551.93	69590	Fuel
Total OASIS OIL COMPANY		\$2,898.67		
Paid Chk#	135761	1/15/2020	OMNI-SITE	
E 600-43250-321	Telephone	\$2,484.00	69381	Reporting
Total OMNI-SITE		\$2,484.00		
Paid Chk#	135762	1/15/2020	PAPER STORM	
E 100-42100-300	Professional Svcs (GENERAL)	\$25.88	13046	Shredding
E 100-41900-300	Professional Svcs (GENERAL)	\$25.87	13046	Shredding
Total PAPER STORM		\$51.75		
Paid Chk#	135763	1/15/2020	PEQUOT LAKES SANITATION	
E 100-42100-381	Combined Utilities	\$53.55	January Trash	January Trash Service
E 401-41900-324	Recycling	\$40.00	January Trash	January Trash Service
E 100-41900-381	Combined Utilities	\$59.95	January Trash	January Trash Service
Total PEQUOT LAKES SANITATION		\$153.50		
Paid Chk#	135764	1/15/2020	PREMIER AUTO REPAIR	
E 100-42100-220	Repair/Maint Supply (GENERAL)	\$582.65	25258	2014 Ford Taurus Service/Brakes
Total PREMIER AUTO REPAIR		\$582.65		
Paid Chk#	135765	1/15/2020	ROYAL TIRE	
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$5,001.20	317-39264	Tires
Total ROYAL TIRE		\$5,001.20		
Paid Chk#	135766	1/15/2020	SHI INTERNATIONAL CORP	
E 100-42100-590	Capital Outlay	\$6,021.00	B11018181	Computers
E 100-43000-590	Capital Outlay	\$669.00	B11018181	Computers
Total SHI INTERNATIONAL CORP		\$6,690.00		
Paid Chk#	135767	1/15/2020	SOURCEWELL	
E 100-41900-308	Software / IT Support	\$46.32	27887	IT Services December
E 100-41300-200	General Operating (Supplies)	\$1.20	27887	IT Services December
E 100-41100-100	Compensation (GENERAL)	\$0.36	27887	IT Services December
E 100-42100-308	Software / IT Support	\$48.00	27887	IT Services December
E 100-41910-200	General Operating (Supplies)	\$0.36	27887	IT Services December
E 100-43000-200	General Operating (Supplies)	\$0.60	27887	IT Services December
E 600-43250-200	General Operating (Supplies)	\$23.16	27887	IT Services December
Total SOURCEWELL		\$120.00		
Paid Chk#	135768	1/15/2020	SPARROW CLEANING SERVICE	
E 100-42100-401	Maint Buildings	\$270.00	3325	December Cleaning
E 100-41900-401	Maint Buildings	\$210.00	3326	December Cleaning
Total SPARROW CLEANING SERVICE		\$480.00		

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Paid Chk#	135769	1/15/2020	THE OFFICE SHOP		
E 100-43000-200	General Operating (Supplies)		\$11.49	1074237-0	Office Supplies
E 100-41300-200	General Operating (Supplies)		\$56.14	1074237-0	Office Supplies
E 100-41300-200	General Operating (Supplies)		\$25.00	1074673-0	Office Supplies
E 600-43250-200	General Operating (Supplies)		\$25.00	1074673-0	Office Supplies
E 100-42100-200	General Operating (Supplies)		\$10.39	1074673-0	Office Supplies
E 100-41910-200	General Operating (Supplies)		\$6.00	1074673-0	Office Supplies
E 100-43000-200	General Operating (Supplies)		\$5.50	1074673-0	Office Supplies
E 100-41300-200	General Operating (Supplies)		\$8.22	1074673-1	Desk Calendar
Total THE OFFICE SHOP			\$147.74		
Paid Chk#	135770	1/15/2020	THURLOW HARDWARE & RENTAL		
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$3.39	B135758	Fastner
Total THURLOW HARDWARE & RENTAL			\$3.39		
Paid Chk#	135771	1/15/2020	VOYANT COMMUNICATIONS, LLC		
E 100-41300-321	Telephone		\$141.43	0015699	Phone Charges
E 100-42100-321	Telephone		\$381.04	0015700	Phone Charges
Total VOYANT COMMUNICATIONS, LLC			\$522.47		
Paid Chk#	135772	1/15/2020	XCEL ENERGY		
E 100-42100-381	Combined Utilities		\$396.02	667031072	Natural Gas
E 100-43000-381	Combined Utilities		\$590.90	667047526	Natural Gas
Total XCEL ENERGY			\$986.92		
Paid Chk#	135774	1/31/2020	AUTO VALUE PEQUOT LAKES		
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$8.99	66163778	12 Volt Charger
E 600-43250-220	Repair/Maint Supply (GENERAL)		\$47.35	66163956	Oil/Filters
Total AUTO VALUE PEQUOT LAKES			\$56.34		
Paid Chk#	135775	1/31/2020	BECKER CROSSLAKE FLOORING, INC		
E 100-41900-401	Maint Buildings		\$6,335.00	1814-499	50% Down for CH Tile
Total BECKER CROSSLAKE FLOORING, INC			\$6,335.00		
Paid Chk#	135776	1/31/2020	COMPENSATION CONSULTANTS LTD		
E 100-41900-313	Benefits Administration		\$45.00	January 2020	Monthly FSA/HSA Admin.
Total COMPENSATION CONSULTANTS LTD			\$45.00		
Paid Chk#	135777	1/31/2020	CROW WING CO LAND SERVICES		
E 100-41910-351	Legal Notices Publishing		\$230.00	Recording Res	Recording Planning Commission Resolutions 2019
Total CROW WING CO LAND SERVICES			\$230.00		
Paid Chk#	135778	1/31/2020	CROW WING POWER		
E 270-49010-381	Combined Utilities		\$41.02	011420	ACCT 33476401 - CEMETARY
E 270-49010-381	Combined Utilities		\$0.00	011420	ACCT 34454801 - CEMETARY
E 600-43250-381	Combined Utilities		\$1,030.19	011420	ACCT 1438703 - SEWER PLANT
E 600-43250-381	Combined Utilities		\$0.00	011420	ACCT 1439301 - #4 POND TSF PUM
E 600-43250-381	Combined Utilities		\$22.47	011420	ACCT 1460301 - LIFT PUMP #2

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		Check Amt	Invoice	Comment
E 600-43250-381	Combined Utilities	\$113.76	011420	ACCT 1501301 - LIFT PUMP #4
E 600-43250-381	Combined Utilities	\$34.99	011420	ACCT 1518101 - LIFT PUMP #5
E 600-43250-381	Combined Utilities	\$20.01	011420	ACCT 1528301 - LIFT PUMP #3
E 600-43250-381	Combined Utilities	\$202.94	011420	ACCT 1532601 - LIFT PUMP #1
E 600-43250-381	Combined Utilities	\$42.49	011420	ACCT 33770501 - LIFT PUMP #6
E 600-43250-381	Combined Utilities	\$26.85	011420	ACCT 33929201 - LIFT PUMP #7
E 600-43250-381	Combined Utilities	\$7.14	011420	ACCT 34265401 - #8 LIFT STATIO
E 600-43250-381	Combined Utilities	\$5.50	011420	ACCT 34613101 - LIFT PUMP #9
E 100-43000-381	Combined Utilities	\$100.00	011420	ACCT 1516802 - MAINT PORTION
E 100-41900-381	Combined Utilities	\$322.42	011420	ACCT 1516802 - CITY HALL
E 100-43000-381	Combined Utilities	\$0.00	011420	ACCT 34569801 - 8319 N SPRUCE
E 100-43000-381	Combined Utilities	\$13.31	011420	ACCT 34856901 CSAH#11&BUSCHMAN
E 100-43000-381	Combined Utilities	\$25.77	011420	ACCT 34857001 CSAH#11&RANCHETT
E 100-42100-381	Combined Utilities	\$514.55	011420	ACCT 34120201 8361 CR 11
E 100-43000-381	Combined Utilities	\$10.00	011420	ACCT 35276301 FISHING PIER
Total CROW WING POWER		\$2,533.41		
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Paid Chk# 135779	1/31/2020	DEBRA RUNKSMEIER		
E 100-41300-256	Elections	\$29.00	Mileage	Mileage Reimb
E 100-41300-331	Travel Expenses / Mileage	\$9.28	Mileage	Mileage Reimb
Total DEBRA RUNKSMEIER		\$38.28		
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Paid Chk# 135780	1/31/2020	FLEETPRIDE		
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$18.72	44217251	Parts
Total FLEETPRIDE		\$18.72		
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Paid Chk# 135781	1/31/2020	GALLS/QUARTERMASTER		
E 100-42100-417	Uniforms	\$134.99	014725589	Uniform
Total GALLS/QUARTERMASTER		\$134.99		
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Paid Chk# 135782	1/31/2020	GOPHER STATE ONE CALL		
E 600-43250-332	Gopher One Locates	\$50.00	0000242	2020 annual Operator Fee
Total GOPHER STATE ONE CALL		\$50.00		
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Paid Chk# 135783	1/31/2020	INITIATIVE FOUNDATION		
E 200-46500-490	Donations	\$675.00	11571	Pledge 2020
Total INITIATIVE FOUNDATION		\$675.00		
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Paid Chk# 135784	1/31/2020	MARCO TECHNOLOGIES LLC		
E 100-41900-400	Equipment	\$284.41	404881534	Copy Machine Lease
E 600-43250-200	General Operating (Supplies)	\$71.10	404881534	Copy Machine Lease
Total MARCO TECHNOLOGIES LLC		\$355.51		
<hr/>				
Paid Chk# 135785	1/31/2020	MENARDS- BAXTER		
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$56.89	24694	Supplies
E 600-43250-200	General Operating (Supplies)	\$56.86	25593	Supplies
Total MENARDS- BAXTER		\$113.75		

CITY OF BREEZY POINT
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January 2020

			Check Amt	Invoice	Comment
Paid Chk#	135786	1/31/2020	MMUA		
E 600-43250-433	Dues and Subscriptions		\$332.00	54867	2020 Dues
	Total MMUA		\$332.00		
Paid Chk#	135787	1/31/2020	MN NCPERS LIFE INSURANCE		
E 100-43000-130	Life Insurance		\$43.20	Feb. Life Ins.	February Life Insurance
E 100-42100-130	Life Insurance		\$112.00	Feb. Life Ins.	February Life Insurance
E 100-41300-130	Life Insurance		\$48.00	Feb. Life Ins.	February Life Insurance
E 600-43250-130	Life Insurance		\$36.80	Feb. Life Ins.	February Life Insurance
	Total MN NCPERS LIFE INSURANCE		\$240.00		
Paid Chk#	135788	1/31/2020	NAPA OF CROSSLAKE		
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$37.21	098071	Oil/Filters
	Total NAPA OF CROSSLAKE		\$37.21		
Paid Chk#	135789	1/31/2020	OASIS OIL COMPANY		
E 100-43000-212	Motor Fuels		\$926.28	68898	Fuel
E 100-43000-212	Motor Fuels		\$750.51	69254	Fuel
	Total OASIS OIL COMPANY		\$1,676.79		
Paid Chk#	135790	1/31/2020	PELICAN SQUARE INC		
E 100-43000-212	Motor Fuels		\$80.68	1029013	Fuel
	Total PELICAN SQUARE INC		\$80.68		
Paid Chk#	135791	1/31/2020	PLACID LAKE ADVISORS		
E 100-41910-100	Compensation (GENERAL)		\$3,020.00	Planning Jan.	January Planning Service
	Total PLACID LAKE ADVISORS		\$3,020.00		
Paid Chk#	135792	1/31/2020	RATWIK ROSZAK & MALONEY PA		
E 100-41610-304	Legal/Prosecution Fees		\$52.47	65701	Attorney Fees
E 602-43500-593	Legal		\$106.53	65701	Attorney Fees
	Total RATWIK ROSZAK & MALONEY PA		\$159.00		
Paid Chk#	135793	1/31/2020	SADUSKY, SCOTT S		
E 100-41910-309	Building Inspector		\$3,769.76	Jan 2020 Insp	January 2020 Inspection
	Total SADUSKY, SCOTT S		\$3,769.76		
Paid Chk#	135794	1/31/2020	SHI INTERNATIONAL CORP		
E 401-41300-590	Capital Outlay		\$3,810.00	B11141516	Harddrive
E 401-41300-590	Capital Outlay		\$3,510.00	B11146778	
	Total SHI INTERNATIONAL CORP		\$7,320.00		
Paid Chk#	135795	1/31/2020	ST. CLOUD STAMP & SIGN		
E 100-41910-200	General Operating (Supplies)		\$27.04	199873	Planning Commission Name Plates
	Total ST. CLOUD STAMP & SIGN		\$27.04		
Paid Chk#	135796	1/31/2020	THE OFFICE SHOP		
E 100-41300-200	General Operating (Supplies)		\$55.34	1075392-0	Office Supplies

CITY OF BREEZY POINT
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January 2020

			Check Amt	Invoice	Comment
Total THE OFFICE SHOP			\$55.34		
Paid Chk# 135797	1/31/2020	VERIZON WIRELESS			
E 100-43000-321	Telephone		\$153.66	9845981102	Cell Phone
E 600-43250-321	Telephone		\$102.44	9845981102	Cell Phone
Total VERIZON WIRELESS			\$256.10		
Paid Chk# 135798	1/31/2020	WATCHGUARD VIDEO			
E 100-42100-590	Capital Outlay		\$90.00	ACCINV00233	Equipment
Total WATCHGUARD VIDEO			\$90.00		
Paid Chk# 135799	1/31/2020	WIDSETH SMITH NOLTING & ASSOC			
E 100-43500-592	Engineering Costs		\$990.00	202840	Engineering service
Total WIDSETH SMITH NOLTING & ASSOC			\$990.00		
Paid Chk# 135800	1/31/2020	ZIEGLER INC			
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$78.85	19C096086	Parts
Total ZIEGLER INC			\$78.85		
10100 Primary			\$65,530.52		

Fund Summary

10100 Primary

100 GENERAL FUND	\$51,935.82
200 ECONOMIC DEV AUTHORITY	\$675.00
270 CEMETERY Special Revenue Fund	\$301.02
401 Revolving Capital Fund	\$7,387.67
600 SEWER OPERATING FUND	\$5,124.48
602 Sewer Capital Projects Fund	\$106.53
	\$65,530.52

City of Breezy Point Staff Report

TO: Mayor & City Council

FROM: Kevin Merschman

DATE: January 9, 2020

MEETING DATE: February 3, 2020

SUBJECT: Sale of forfeited vehicle

AGENDA ITEM:

Background: In 2018 the department seized a 1998 F150 subject to forfeiture for drug offenses. The forfeiture is now complete and the vehicle can be sold with proceeds distributed. The City's share of 70% of the proceeds must be deposited in the fund for Drug enforcement, training or education.

Requested Action:

Place the 1998 F-150 up for sealed bid sale.

Memo to: Breezy Point Mayor and City Council
From: Patrick Wussow, City Administrator/Clerk
Date: February 3, 2020
Re: Open Forum



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Memo to: Breezy Point Mayor and City Council
From: Patrick Wussow, City Administrator/Clerk
Date: February 3, 2020
Re: Mayor and Council Reports



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City of Breezy Point Staff Report

TO: Mayor & City Council

FROM: Kevin Merschman

DATE: December 26, 2019

MEETING DATE: February 3, 2020

SUBJECT: Police contract with Pelican Township

AGENDA ITEM:

Background: In 2000 the city entered into a contract for 20 hours per week of patrol time with Pelican Township. The contract is renewed each year with appropriate increases to reflect any increases in costs. With gas prices remaining low we are attempting to meet our payroll and bennefits costs with a \$1,000 increase. The Township meeting is in March. Discussion at the February meeting gives time for changes if any are desired. There are no changes to the contract other than the cost

Requested Action:

Approve the 2020-2021 contract for police services with Pelican Township.

LAW ENFORCEMENT CONTRACT AND JOINT POWERS AGREEMENT

This Law Enforcement Contract and Joint Powers Agreement (“Agreement”) made between the City of Breezy Point, State of Minnesota (“Breezy Point”) and the Town of Pelican, State of Minnesota (“Pelican”):

WHEREAS, Pelican desires to obtain certain, but not all, law enforcement services (“police services”) from Breezy Point;

WHEREAS, Breezy Point wishes to furnish such police services to Pelican, supplementary to those services provided to Pelican by the County of Crow Wing, State of Minnesota (“County”); and,

WHEREAS, the parties recognize the necessity of a clear system of command and control for the police services to be provided, as well as for the necessity of major police services being provided by County;

NOW, THEREFORE, the parties agree as follows, to wit:

1. EFFECTIVE DATE.

A. This Agreement is made this 1st day of April, 2020, and is effective with respect to the dates described in the Agreement.

2. PURPOSE.

A. The purpose of this Agreement is to state and to describe the terms and conditions upon which Breezy Point will provide police services for and within the boundaries of Pelican, in supplementation to those services provided by County.

B. Breezy Point will provide police services, using duly licensed police officers, only, to and for Pelican, and Pelican hereby engages Breezy Point to provide such services in accordance with and subject to the terms of this Agreement.

3. LEGAL BASIS.

A. This Agreement is made pursuant to Minn. St., Section 471.59, and is not made pursuant to Minn. St., Section 436.06. This Agreement does not create a joint, municipal police department.

4. ADMINISTRATION.

A. The administration of police services within Pelican, with respect to Breezy Point, shall be the sole responsibility of the appropriate officials of Breezy Point. To facilitate performance of this Agreement, however, and in order to provide for a formal means of consultation and communication between Breezy Point and Pelican on matters relating to police services as described by this Agreement, the Pelican Board chair or his/her designee shall confer with the Breezy Point mayor or his/ her designee when requested by either party to this Agreement and on any matter relating to police services provided to Pelican by Breezy Point. Breezy Point shall participate in such discussions so as to provide for the satisfactory administration of this Agreement, including, but not limited to, achieving the satisfactory performance of police services for Breezy Point.

5. LEVEL OF SERVICE.

A. Breezy Point will provide Pelican with police services as defined herein. **SUCH SERVICES SHALL BE SUPPLEMENTARY TO THOSE PROVIDED BY COUNTY AND SHALL AVERAGE 20 HOURS PER WEEK. SERVICES SHALL CONSIST OF RANDOM PATROLLING OF PELICAN.** Breezy Point shall take calls for police services from the public only during times it is contracted to provide police services within Pelican, or on the basis of a mutual assistance request from County. When Breezy Point responds on a mutual assistance basis and thereby provides police services in Pelican, such mutual assistance response shall not be charged against Pelican's average of 20 hours per week, as described herein, nor shall such mutual assistance response be construed to be "special, additional police service" or "off-duty police service" as defined in this Agreement, and therefore shall not be subject to charge by Breezy Point nor payment by Pelican.

B. Services shall consist of routine patrol and responses to calls during those times Breezy Point provides police services as described herein. Responsibility for investigations, crime scene services and other substantial police services, as well as calls during times when Breezy Point is not providing police services as described herein, shall remain the responsibility of County.

C. Police work shifts, that is, the times when Breezy Point shall provide police services as described herein in Pelican, shall be determined by Breezy Point.

D. **When Breezy Point officers are not on active duty in Pelican pursuant to this Agreement, then Pelican acknowledges that it shall be responsible for the provision of police services by County.**

E. Except as otherwise specifically limited in this Agreement, provided police services shall not exceed duties and functions pursuant to the laws of the State of Minnesota.

F. Petty misdemeanor, misdemeanor and gross misdemeanor offenses occurring within Pelican, charged by officers of Breezy Point, shall be prosecuted by the County Attorney in and for the County of Crow Wing, State of Minnesota. Fines and costs collected from such prosecutions shall be remitted to Breezy Point and to the County, pursuant to agreements existing between the County and Breezy Point. Pelican shall have no rights to or responsibility for prosecution, fines, costs and collections, except to remit to Breezy Point any monies paid to Pelican.

G. Breezy Point shall not respond to calls, nor investigate nor prosecute alleged violations of any Pelican zoning ordinance.

6. HEADQUARTERS AND EQUIPMENT.

A. Headquarters of Breezy Point personnel providing police services in Pelican shall be in Breezy Point. Members of the general public having need to communicate with Breezy Point police personnel on matters arising out of or involving person or property in Pelican may communicate directly with Breezy Point Police headquarters or the Crow Wing County Sheriff's Department. Breezy Point will provide all communication devices, equipment, records, other materials and personnel necessary to the performance of this Agreement by Breezy Point.

7. PUBLIC INFORMATION.

A. The parties agree to take reasonable steps necessary to inform the public that Breezy Point is providing police services for Pelican as described herein.

8. PERSONNEL POLICIES AND FRINGE BENEFITS.

A. All personnel providing police services to Pelican shall be and remain employees of Breezy Point. The personnel policies and contracts applicable to Breezy Point Police employees shall apply to Breezy Point employees acting under this Agreement and compensation and applicable fringe benefits shall be the responsibility of and subject to determination from time to time by Breezy Point.

9. DESIGNATION OF AUTHORITY.

A. Pursuant to Minn. St., Section 471.59, Subdivision 12, Pelican authorizes all sworn officers of the Breezy Point Police Department to exercise the powers of "peace officers" or "police officers" within the corporate limits of Pelican and with the same authority as within the corporate limits of Breezy Point, provided such officers meet the requirements of Minn. St., Section 471.59, Subdivision 12 (1) and (2).

10. OFF DUTY POLICE SERVICE.

A. Officers of the Breezy Point Police Department may provide off-duty police service or special, additional police service to and for Pelican. Such police services are not contemplated to be those police services described by this Agreement. "Off-duty police service" and "special, additional police service" include, but are not limited to, such services as police services at and for a community event, such as an ice festival or other celebration at which Pelican wishes to have a police presence at their request.

B. Off-duty police service and special, additional police service as may be provided by Breezy Point to and for Pelican, should Breezy Point agree to provide such services, shall be charged by Breezy Point and paid by Pelican over and above payment for this Agreement and the police services described in this Agreement. Such special charge to Pelican shall be at the rate of \$50.96 per hour.

11. CHARGES BY BREEZY POINT FOR POLICE SERVICES.

A. Those police services described by this Agreement and to be routinely provided by Breezy Point to Pelican, not including "off-duty police service" or "special, additional police service," shall be, in addition to Breezy Point's retention of fine monies, costs and related collections as described in this Agreement, in the amount of \$53,000 per year based on 1,040 hours at \$50.96 per hour of police services rendered.

B. In the event this Agreement is terminated in such a manner that Breezy Point's performance of the Agreement is less than a full year, then the annual payment shall be pro-rated to the date of termination of the Agreement.

C. Annual payment shall be made by Pelican to Breezy Point in two (2) equal installments, prior to July 31 and prior to December 31 of each year of this Agreement.

12. TERM OF AGREEMENT.

A. This Agreement shall be effective as of the 1st day of April, 2020, and shall continue through the 1st day of April, 2021.

B. This Agreement shall be reviewed by both parties on an annual basis and may be amended by written agreement of the parties.

C. Either party may, at its option, forthwith terminate performance by it pursuant to this Agreement if the other party fails materially to perform the terms of this Agreement.

D. In the event either party wishes to terminate this Agreement for reasons other than claimed material breach by the other party, then such termination shall occur as follows:

- (1) The party wishing to terminate shall deliver to the other party written notice of termination not less than ninety (90) days prior to the date of termination.
- (2) Breezy Point shall not have the right to terminate, including pursuant to Paragraph C, above, because of claimed failure of Pelican to make payment due to Breezy Point unless Breezy Point has first given Pelican written notice of such claimed failure and Pelican has not made such payment within thirty (30) days of receiving such notice. If Pelican has not remedied the claimed payment default within the said thirty (30) days, then and in that event, Breezy Point may give written notice of termination as described in Paragraph D (1).

E. Breezy Point shall make no additional charge to or of Pelican for police testimony, intoxilyzer services and related or similar services in connection with prosecution of alleged offenses, exclusive of ordinance offenses, occurring in Pelican, and such police services shall not be construed to be “off-duty police service” or “special, additional police service.”

13. ASSUMPTION OF LIABILITY.

A. Breezy Point shall indemnify and hold Pelican harmless for:

- (1) Police activities in Breezy Point;
- (2) Pelican contracted for police services in Pelican;
- (3) Injuries and sickness subject to workers’ compensation;
- (4) Salaries and compensation and disputes with respect thereto;
- (5) Vehicular operation of Breezy Point police personnel within Pelican; and
- (6) Breezy Point’s performance of this Agreement.

B. The acts and omissions of the officers and agents of one party for any activity other than police services pursuant to this Agreement are the responsibility of the employer of such officers and agents and are not the responsibility of the other party. Each party shall indemnify and hold the other party harmless with respect to any claims arising out of non-police services of the officers and agents of the other party.

C. Breezy Point, its Chief of Police, officers and employees shall not be deemed to have assumed, nor have they assumed by reason of this Agreement, any liability for intentional or negligent acts of Pelican, its officers, agents or employees, and Pelican shall indemnify, hold harmless and defend Breezy Point, its Chief of Police, officers and employees from and against any claim resulting from enforcement by Pelican of any ordinance of Pelican.

IN WITNESS THEREOF the parties have executed this Agreement as of the day first above written.

CITY OF BREEZY POINT

TOWN OF PELICAN

By: _____
Tom Lillehei
Its Mayor

By: _____
Its Chair

By: _____
Patrick Wussow
Its Administrator/Clerk

By: _____
Its Clerk

Deputy Clerk

From: Joe Dubel <Joe.Dubel@wsn.us.com>
Sent: Monday, January 20, 2020 11:04 AM
To: Patrick Wussow
Subject: 429-2019 Road & Sanitary Sewer Improvements
Attachments: 19-429 Application for Payment #3 signed.pdf

Patrick,

At the end of the construction season last year Pay Application #2 was processed and paid for. We did not make payment on the small amount of bituminous pavement that was done on Creek Circle. The sub-contractor (Anderson Bros) has ask to be paid for that amount of pavement that was placed and not to wait until next years pay application. Therefor I have processed Pay Application #3 for \$6,373.59 for your review and council approval. Please let me know if you have any questions.

Thank you,

Joe Dubel, PE

Civil Engineer
218-316-3663
Joe.Dubel@wsn.us.com
File Transfer | [Click here to transfer large files](#)



7804 Industrial Park Road | Baxter, MN 56425-2720


WidsethSmithNolting.com

Engineering | Architecture | Surveying | Environmental





Application For Payment
Change Order Summary

<p>Contractor's Certification</p> <p>The undersigned Contractor certifies, to the best of its knowledge, the following:</p> <p>(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;</p> <p>(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and</p> <p>(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	
<p>Contractor Signature</p> <p>By: </p>	<p>Date: 1-20-20</p>

EJCDC® C-620 Contractor's Application for Payment
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Page 1 of 1

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): 2019 Road and Sanitary Sewer Improvements						Application Number: #3					
Application Period: 9/27/2019 to 1/08/2020						Application Date: January 8, 2020					
A				B	C	D	E	F			G
Item				Contract Information		Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	MOBILIZATION	1.00	LUMP SUM	\$55,000.00	\$55,000.00	1	\$55,000.00		\$55,000.00	100.0%	
2	CLEARING	1.26	ACRE	\$4,700.00	\$5,922.00	1.64	\$7,708.00		\$7,708.00	130.2%	-\$1,786.00
3	GRUBBING	1.26	ACRE	\$4,200.00	\$5,292.00	1.64	\$6,888.00		\$6,888.00	130.2%	-\$1,596.00
4	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	82	LIN FT	\$5.00	\$410.00	149	\$745.00		\$745.00	181.7%	-\$335.00
5	REMOVE CULVERT	47	LIN FT	\$20.00	\$940.00	53	\$1,060.00		\$1,060.00	112.8%	-\$120.00
6	REMOVE BITUMINOUS PAVEMENT	354	SQ YD	\$5.00	\$1,770.00	275.4	\$1,377.00		\$1,377.00	77.8%	\$393.00
7	COMMON EXCAVATION	2628	CU YD	\$8.00	\$21,024.00	2690	\$21,520.00		\$21,520.00	102.4%	-\$496.00
8	SALVAGE AGGREGATE BASE	342	CU YD	\$8.00	\$2,736.00	150	\$1,200.00		\$1,200.00	43.9%	\$1,536.00
9	AGGREGATE SURFACING CLASS 5	22	TON	\$40.00	\$880.00	22	\$880.00		\$880.00	100.0%	
10	COMMON LABORERS	10	HOURL	\$105.00	\$1,050.00						\$1,050.00
11	STREET SWEEPER (WITH PICKUP BROOM)	8	HOURL	\$155.00	\$1,240.00						\$1,240.00
12	AGGREGATE BASE (CV) CLASS 5 (P)	1324	CU YD	\$42.00	\$55,608.00	1324	\$55,608.00		\$55,608.00	100.0%	
13	SHOULDER BASE AGGREGATE (CV) CLASS 1	195	CU YD	\$51.00	\$9,945.00						\$9,945.00
14	TYPE SP 12.5 WEARING COURSE MIXTURE (2:B)	1622	TON	\$85.00	\$137,870.00	78.93	\$6,709.05		\$6,709.05	4.9%	\$131,160.95
15	12" C.S. PIPE APRON	4	EACH	\$380.00	\$1,520.00	10	\$3,800.00		\$3,800.00	250.0%	-\$2,280.00
16	12" C.S. PIPE CULVERT	102	LIN FT	\$42.00	\$4,284.00	178	\$7,476.00		\$7,476.00	174.5%	-\$3,192.00
17	CLEAN CULVERT PIPE	115	LIN FT	\$8.00	\$920.00	115	\$920.00		\$920.00	100.0%	
18	CONNECT TO EXISTING MANHOLES (SAN)	1	EACH	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
19	CLEAN AND VIDEO TAPE PIPE SEWER - MAINLINE	6012	LIN FT	\$2.65	\$15,931.80	5749	\$15,234.85		\$15,234.85	95.6%	\$696.95
20	6" HDPE PIPE SEWER - DIRECTIONAL DRILLED	216	LIN FT	\$40.00	\$8,640.00	216	\$8,640.00		\$8,640.00	100.0%	
21	8" HDPE PIPE SEWER - DIRECTIONAL DRILLED	266	LIN FT	\$50.00	\$13,300.00	266	\$13,300.00		\$13,300.00	100.0%	
22	TRAFFIC CONTROL	1.00	LUMP SUM	\$6,000.00	\$6,000.00	1	\$6,000.00		\$6,000.00	100.0%	
23	EROSION CONTROL SUPERVISOR	1.00	LUMP SUM	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
24	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	\$1,500.00	\$1,500.00						\$1,500.00
25	CULVERT END CONTROLS	3	EACH	\$250.00	\$750.00	11	\$2,750.00		\$2,750.00	366.7%	-\$2,000.00
26	SILT FENCE TYPE MS	4955	LIN FT	\$3.00	\$14,865.00	4946	\$14,838.00		\$14,838.00	99.8%	\$27.00
27	SEDIMENT CONTROL LOG TYPE COMPOST	640	LIN FT	\$5.00	\$3,200.00	324	\$1,620.00		\$1,620.00	50.6%	\$1,580.00
28	SCREENED TOPSOIL BORROW (LV)	2385	CU YD	\$25.00	\$59,625.00	959	\$23,975.00		\$23,975.00	40.2%	\$35,650.00
29	FERTILIZER TYPE 3	851	POUND	\$1.00	\$851.00	800	\$800.00		\$800.00	94.0%	\$51.00
30	EROSION CONTROL BLANKETS CATEGORY 3N	860	SQ YD	\$2.00	\$1,720.00	480	\$960.00		\$960.00	55.8%	\$760.00
31	SEEDING	4.52	ACRE	\$515.00	\$2,327.80	3.9	\$2,008.50		\$2,008.50	86.3%	\$319.30
32	SEED MIXTURE 25-121	897	POUND	\$3.75	\$3,363.75	795	\$2,981.25		\$2,981.25	88.6%	\$382.50
33	SEED MIXTURE 25-151	5	POUND	\$38.00	\$190.00	5	\$190.00		\$190.00	100.0%	
34	HYDRAULIC TYPE BONDED FIBER MATRIX	20070	POUND	\$1.60	\$32,112.00	17500	\$28,000.00		\$28,000.00	87.2%	\$4,112.00
35	INSULATION (4'X8'X2" THICK)	67	SQ YD	\$27.00	\$1,809.00	77.7	\$2,097.90		\$2,097.90	116.0%	-\$288.90
36	8" DIP SEWER PIPE	40	LIN FT	\$63.00	\$2,520.00	40	\$2,520.00		\$2,520.00	100.0%	
37	8" PVC SEWER PIPE (SDR 26)	5706	LIN FT	\$38.00	\$216,828.00	5805	\$220,590.00		\$220,590.00	101.7%	-\$3,762.00
38	SANITARY SEWER MANHOLE, MnDOT DESIGN 4007C	28	EACH	\$3,500.00	\$98,000.00	28	\$98,000.00		\$98,000.00	100.0%	
39	MANHOLE EXCESS DEPTH	122.90	LIN FT	\$210.00	\$25,809.00	81.9	\$17,199.00		\$17,199.00	66.6%	\$8,610.00
40	8" OUTSIDE DROP CONNECTION	9	LIN FT	\$675.00	\$6,075.00	9	\$6,075.00		\$6,075.00	100.0%	
41	4" PVC SERVICE PIPE (SCH 40)	2113	LIN FT	\$31.00	\$65,503.00	2384	\$73,904.00		\$73,904.00	112.8%	-\$8,401.00
42	8" X 4" PVC WYE	74	EACH	\$180.00	\$13,320.00	76	\$13,680.00		\$13,680.00	102.7%	-\$360.00
Totals					\$905,651.35		\$731,254.55		\$731,254.55	80.7%	\$174,396.80

February 3, 2020



Tom Lillehei
City of Breezy Point Mayor

RE: County Project CP 18-300-07 City of Breezy Point Cost Share Agreement

Dear Mayor, Lillehei:

Enclosed for your review and approval is the County Project CP 18-300-07 City of Breezy Point Cost Share Agreement.

This project is being coordinated with several other County projects and Ideal Township. By combining these various projects the added benefit to the City of Breezy Point is realized in an overall cost savings from the combined amount of work to be constructed.

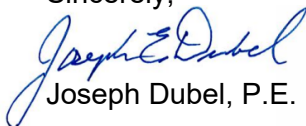
This cost share agreement identifies the funding, City and County responsibilities and roles that will be shared. The estimates used are calculated from the design drawings, but final costs are calculated from final quantities. These costs are consistent with normal design and construction engineering fees with this type of agreement.

Should the City accept this agreement it should be known that they will still be responsible for the engineering fees if they decide to not move forward after the bids have been opened and awarded by the County. Additionally, while Sunset Strip and Graf Rd could be dropped from the project if the Council decided not to move forward, Ossawinnamakee Rd and the City's share of would be difficult to drop due to the amount of participation with Ideal Township.

This Cost Share Agreement is consistent with other contractual agreements Crow Wing County has used with cities. My recommendation would be to move forward with this Agreement.

If you have any questions or need additional information, please contact me.

Sincerely,


Joseph Dubel, P.E.

Enc.

**CONSTRUCTION COST SHARE AGREEMENT
WITH CITY OF BREEZY POINT (CP 18-300-07)
FOR THE BITUMINOUS SURFACING OF
ROADWAYS UNDER THE JURISDICTION OF
CROW WING COUNTY AND CITY OF BREEZY POINT**

This Agreement is made and entered into this day of _____, 2020, 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 City of Breezy Point, Patrick Wussow, City Clerk, City Hall, 8319 County Road 11, Breezy Point, MN 56472 hereinafter referred to as the "City".

WITNESSETH

WHEREAS, the parties mutually agree that bituminous surfacing desired by the City of Breezy Point to be applied to the roadways listed in Attachment A has the potential to result in overall costs savings when combined with the County Project to provide bituminous surfacing to County roadways, and,

WHEREAS, the County has budgeted funds to complete the project; and,

WHEREAS, the Crow Wing County Highway Department has prepared plans and specifications for the project entitled BITUMINOUS SURFACING, Project Number CP 18-300-07, which plans and specifications are on file in the office of the County Engineer;

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED:

I. PURPOSE

The parties have joined together for the purpose of constructing project CP 18-300-07. This agreement identifies funding responsibilities and also future responsibilities upon project completion. Attachment A (estimate) is considered a part of this agreement.

II. Duties

A. Design and Construction

The County shall provide all design-engineering services for the Project unless otherwise stated in this agreement. The County shall provide all construction-engineering services for Ossawinnamakee Road, with the City being responsible for its share of design and construction engineering/project development for Sunset Strip and Graf Road as identified in Attachment A. Attachment A is an estimate and final costs will be determined upon project completion. The County shall do the calling for all bids and the acceptance of all bid proposals and shall enter into a construction contract as the "owner" for purposes of the project.

B. Inspection and Approval

The County shall provide construction inspection and staking for the Project and approval for acceptance of the work as it is completed. The County shall also be available to inspect said work and notify the City of any concerns that arise during or after the completion of the Project. Approval of the final construction work shall be completed by the County and the City.

III. COSTS

A. Project Costs

The project costs identified in this agreement are based upon current estimates. Attachment A identifies the agreed upon cost share quantities and estimated costs. Actual final costs for each agency will be determined by actual final quantities.

B. SUMMARY OF ESTIMATED COSTS - The estimated construction and engineering costs of the projects are shown in Attachment A and are summarized as follows:

Estimated County Construction Costs	\$105,979.60
Estimated City Construction Costs	\$128,407.30
Estimated City Engineering Costs	\$9,459.63
Total Estimated City Costs	\$137,866.93

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. Upon project completion, a final cost accounting will be performed totaling costs related to the Project. An invoice will be prepared by the County and submitted to the City. The City shall reimburse the County within 30 days of receipt of invoice.

VI. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the County in conformity with State law.

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. 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 City of Breezy Point, City Clerk, City Hall, 8319 County Road 11, Breezy Point, MN 56472 on behalf of the City.

X. INDEMNIFICATION

To the extent allowed by law, the County and the City 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.

XI. 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

By: 
Robert Hall
Assistant County Engineer

Dated: 1/16/20

CITY OF BREEZY POINT

By: _____
Patrick Wussow, City Clerk

Dated: _____

ESTIMATED QUANTITIES													COST							
ITEM NO.	DESCRIPTION	UNITS	TOTAL QUANTITY	UNIT PRICE	AMOUNT	FIRST ASSESMENT DISTRICT			IDEAL TWSP	CITY OF BREEZY POINT			FIRST ASSESMENT DISTRICT			OSSAWANNAMAKEE RD		BREEZY POINT		
						ROUND LAKE ROAD	PETERSEN ROAD	SODER ROAD		OSSAWINNAMAKEE ROAD	SUNSET STRIP	GRAF ROAD	ROUND LAKE RD	PETERSEN ROAD	SODER ROAD	IDEAL	BREEZY POINT	SUNSET	GRAF	
2021.501	MOBILIZATION	LUMP SUM	4	\$ 3,000.00	\$ 12,000.00	1	1	1	0.50	0.31	0.09	0.10	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,500.00	\$ 930.00	\$ 270.00	\$ 300.00	
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	48	\$ 5.00	\$ 240.00	12			36				\$ 60.00	\$ -	\$ -	\$ 180.00	\$ -	\$ -	\$ -	
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	36	\$ 1.50	\$ 54.00		36						\$ -	\$ 54.00	\$ -	\$ -	\$ -	\$ -	\$ -	
2104.503	REMOVE PIPE CULVERTS	LIN FT	52	\$ 10.00	\$ 520.00		52						\$ -	\$ 520.00	\$ -	\$ -	\$ -	\$ -	\$ -	
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	40	\$ 5.00	\$ 200.00		40						\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ -	
2104.518	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ FT	312	\$ 15.00	\$ 4,680.00	96			216				\$ 1,440.00	\$ -	\$ -	\$ 3,240.00	\$ -	\$ -	\$ -	
2105.507	COMMON EXCAVATION	CU YD	140	\$ 10.00	\$ 1,400.00						75	65	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750.00	\$ 650.00	
2112.519	SUBGRADE PREPARATION	ROAD STA	57	\$ 100.00	\$ 5,700.00				24.5	19.5	8	5	\$ -	\$ -	\$ -	\$ 2,450.00	\$ 1,950.00	\$ 800.00	\$ 500.00	
2118.509	AGGREGATE SURFACING CLASS 1	TON	560	\$ 18.00	\$ 10,080.00	70	10	90	155	125	50	60	\$ 1,260.00	\$ 180.00	\$ 1,620.00	\$ 2,790.00	\$ 2,250.00	\$ 900.00	\$ 1,080.00	
2211.509	AGGREGATE BASE CLASS 5	TON	2685	\$ 15.00	\$ 40,275.00		10		1300	890	235	250	\$ -	\$ 150.00	\$ -	\$ 19,500.00	\$ 13,350.00	\$ 3,525.00	\$ 3,750.00	
2215.504	FULL DEPTH RECLAMATION	SQ YD	11382	\$ 1.00	\$ 11,382.00				5848	4334		1200	\$ -	\$ -	\$ -	\$ 5,848.00	\$ 4,334.00	\$ -	\$ 1,200.00	
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	1080	\$ 2.00	\$ 2,160.00	515	200	300	65				\$ 1,030.00	\$ 400.00	\$ 600.00	\$ 130.00	\$ -	\$ -	\$ -	
2360.509	TYPE SP 4.75 BIT MIX FOR TIGHT BLADE LEV	TON	340	\$ 60.00	\$ 20,400.00	170	70	100					\$ 10,200.00	\$ 4,200.00	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	
2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	3550	\$ 55.00	\$ 195,250.00	375	225	215	1385	845	245	260	\$ 20,625.00	\$ 12,375.00	\$ 11,825.00	\$ 76,175.00	\$ 46,475.00	\$ 13,475.00	\$ 14,300.00	
2501.502	18" CS PIPE APRON	EACH	2	\$ 450.00	\$ 900.00		2						\$ -	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	
2501.503	18" CS PIPE CULVERT	LIN FT	52	\$ 50.00	\$ 2,600.00		52						\$ -	\$ 2,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	
2535.603	BITUMINOUS GUTTER	LIN FT	500	\$ 5.00	\$ 2,500.00				500				\$ -	\$ -	\$ -	\$ 2,500.00	\$ -	\$ -	\$ -	
2540.602	MAIL BOX SUPPORT	EACH	58	\$ 95.00	\$ 5,510.00	10	11	10	14	13			\$ 950.00	\$ 1,045.00	\$ 950.00	\$ 1,330.00	\$ 1,235.00	\$ -	\$ -	
2540.602	MAIL BOX (TEMPORARY)	EACH	27	\$ 35.00	\$ 945.00				14	13			\$ -	\$ -	\$ -	\$ 490.00	\$ 455.00	\$ -	\$ -	
2563.601	TRAFFIC CONTROL	LUMP SUM	4	\$ 1,000.00	\$ 4,000.00	1	1	1	0.50	0.31	0.09	0.10	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 310.00	\$ 90.00	\$ 100.00	
2574.505	SOIL BED PREPARATION	ACRE	3.39	\$ 220.00	\$ 745.80	0.55	0.31	0.38	1.08	0.72	0.18	0.17	\$ 121.00	\$ 68.20	\$ 83.60	\$ 237.60	\$ 158.40	\$ 39.60	\$ 37.40	
2574.507	COMMON TOPSOIL BORROW	CU YD	1105	\$ 28.00	\$ 30,940.00	165	85	115	330	220	95	95	\$ 4,620.00	\$ 2,380.00	\$ 3,220.00	\$ 9,240.00	\$ 6,160.00	\$ 2,660.00	\$ 2,660.00	
2574.508	FERTILIZER TYPE 1	POUND	678	\$ 0.75	\$ 508.50	110	62	76	216	144	36	34	\$ 82.50	\$ 46.50	\$ 57.00	\$ 162.00	\$ 108.00	\$ 27.00	\$ 25.50	
2575.505	SEEDING	ACRE	3.39	\$ 220.00	\$ 745.80	0.55	0.31	0.38	1.08	0.72	0.18	0.17	\$ 121.00	\$ 68.20	\$ 83.60	\$ 237.60	\$ 158.40	\$ 39.60	\$ 37.40	
2575.508	SEED MIXTURE 25-151	POUND	678	\$ 3.00	\$ 2,034.00	110	62	76	216	144	36	34	\$ 330.00	\$ 186.00	\$ 228.00	\$ 648.00	\$ 432.00	\$ 108.00	\$ 102.00	
2575.508	HYDRAULIC MULCH MATRIX	POUND	8475	\$ 1.00	\$ 8,475.00	1375	775	950	2700	1800	450	425	\$ 1,375.00	\$ 775.00	\$ 950.00	\$ 2,700.00	\$ 1,800.00	\$ 450.00	\$ 425.00	
					\$ 364,245.10								\$ 46,214.50	\$ 30,147.90	\$ 29,617.20	\$ 129,858.20	\$ 80,105.80	\$ 23,134.20	\$ 25,167.30	
													10% Engineering 3% Engineering Total Costs			\$ 12,985.82	\$ 8,010.58	\$ 694.03	\$ 755.02	
															\$ 105,979.60 FAD	\$ 142,844.02 Ideal	\$ 88,116.38 Breezy Point	\$ 23,828.23	\$ 25,922.32	\$ 137,866.93

TO: Breezy Point Mayor and City Council Members
FROM: Patrick Wussow, City Administrator/Clerk
DATE: January 17, 2020
RE: Local Board of Appeal and Equalization Meeting Date and Time



The Crow Wing County Land Services Director has chosen Wednesday April 15th at 10:00 a.m. for the City of Breezy Point's meeting time for the Local Board of Appeal and Equalization.

It would be appreciated if the City Council approved a motion to set the date and time of the meeting.



MEMORANDUM

Land Services Department

TO: Crow Wing County Cities & Townships
FROM: Gary Griffin, SAMA
Land Services Director
DATE: January 17, 2020
SUBJECT: Local Board of Appeal & Equalization

Enclosed is a copy of the preliminary schedule for the Local Boards of Appeal and Equalization. Should this date not work for you, please contact me at gary.griffin@crowwing.us or 218-824-1016 by February 1, 2020.

Reminder:

Again this year, the Land Services office will be making appointments for your Local Boards of Appeal and Equalization. Those who have made an appointment will be heard first and walk-ins will be heard in the order they sign up.

Reminder:

Each local board meeting must have one member who has attended the training course within the past four years and your city or township *must have a quorum* or your right to a local board is transferred to the County for the local board meeting and the following assessment year.

Our office looks forward to working with you during this process. If you have any further questions, please feel free to contact this office.

Gary Griffin

Our Vision: Being Minnesota's favorite place.

Our Mission: Serve well. Deliver value. Drive results.

Our Values: Be responsible. Treat people right. Build a better future.

PRELIMINARY 2020 LOCAL BOARDS OF APPEAL & EQUALIZATION

<u>Monday, April 13th</u> Ross Lake Twp Lake Edward Twp	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 27853 Co Rd 36 Town Hall – 23977 Co Rd 4
<u>Tuesday, April 14th</u> Wolford Twp	<u>Time</u> 1:00 PM	<u>Assessor</u> Leads/Sam/Gary	<u>Location</u> Town Hall – 27027 Wolford Hall Rd
<u>Wednesday, April 15th</u> Breezy Point	<u>Time</u> 10:00 AM	<u>Assessor</u> Leads/Sam/Gary	<u>Location</u> City Hall – 8319 Co Rd 11
<u>Friday, April 17th</u> Ideal	<u>Time</u> 10:00 AM	<u>Assessor</u> Leads/Sam/Gary	<u>Location</u> Town Hall – 35458 Butternut Pt Rd
<u>Monday, April 20th</u> Mission Twp	<u>Time</u> 10:00 AM	<u>Assessor</u> Leads/Sam/Gary	<u>Location</u> Town Hall – 29474 Co Rd 3
<u>Tuesday, April 21st</u> Jenkins Twp Nisswa	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 36233 Co Rd 15 City Hall – 5442 City Hall St
<u>Wednesday, April 22nd</u> Platte Lake St. Mathias	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 20023 Co Rd 2 Community Ctr – 4548 Co Rd121
<u>Thursday, April 23rd</u> Crow Wing Twp Irondale Twp	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 6930 Cuyuna Ave Town Hall - 19121 Co Rd 12
<u>Monday, April 27th</u> Maple Grove Long Lake	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 10013 Co Rd 108 Town Hall – 9033 State Hwy 25
<u>Tuesday, April 28th</u> Timothy Twp Gail Lake Twp	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 10784 Co Rd 1 Town Hall – 3304 Co Rd 56
<u>Wednesday, April 29th</u> Fort Ripley Twp Daggett Brook Twp	<u>Time</u> 10:00 AM 1:00 PM	<u>Assessor</u> Leads/Sam/Gary Leads/Sam/Gary	<u>Location</u> Town Hall – 5190 Legend Ln Town Hall – 14074 Co Rd 2

**** OPEN BOOK MEETINGS – MONDAY & TUESDAY, MAY 4TH & 5TH FROM 9 AM TO 3 PM ****

Crosslake
1st Assessment

ASSESSOR

Assessor Team
Assessor Team

**** OPEN BOOK MEETINGS – WEDNESDAY & THURSDAY, MAY 6TH & 7TH FROM 9 AM TO 3 PM ****

Cuyuna
Deerwood City
Ironton
Emily
Riverton
Crosby
Little Pine Twp
Center
Fifty Lakes

ASSESSOR

Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team

**** OPEN BOOK MEETINGS – MONDAY & TUESDAY, MAY 11TH & 12TH FROM 9 AM TO 3 PM ****

Baxter
Pequot Lakes
Trommald
Fairfield Twp
2nd Assessment
Rabbit Lake Twp

ASSESSOR

Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team
Assessor Team

TO: Breezy Point Mayor and City Council
FROM: Patrick Wussow, City Administrator/Clerk
DATE: January 28, 2020
RE: City Hall Sign Update



Staff has been in contact with a couple of additional contractors. A follow up meeting with a contractor is set for Friday January 31st, which is after the City Council packet goes out. At the meeting on Monday February 3rd staff hopes to present additional information.



612.759.84

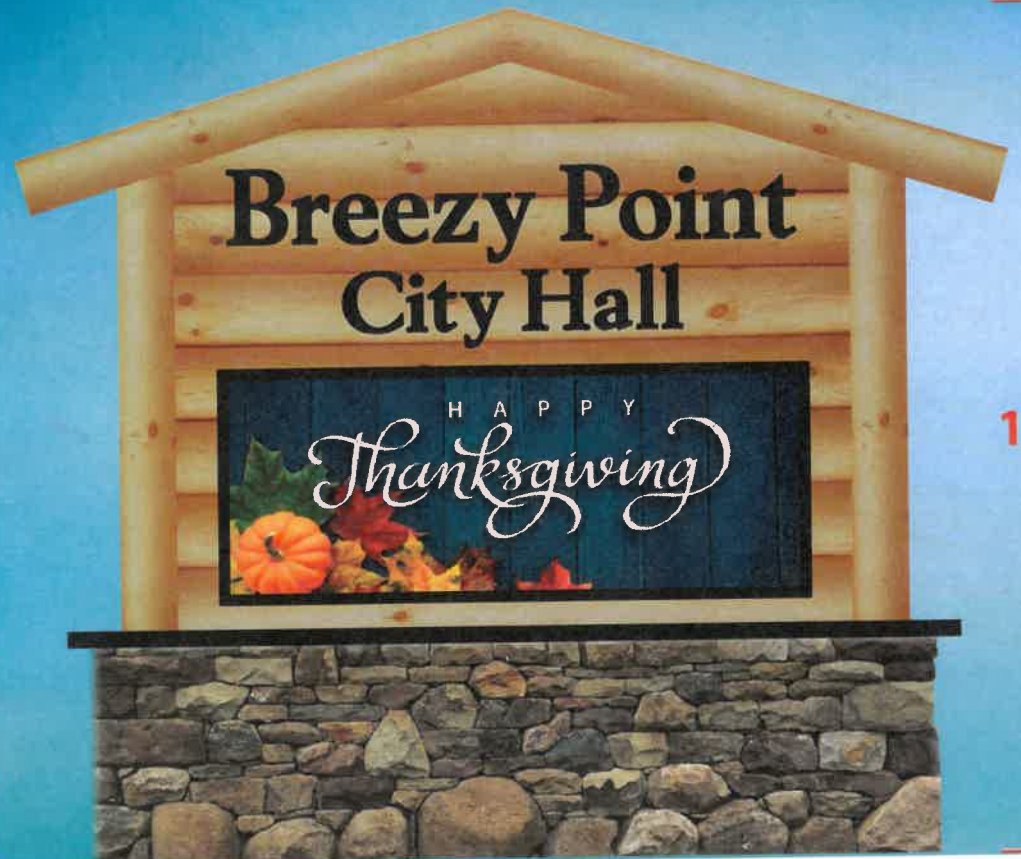
RHLSuperGraphics

Family Owned & Operated

Option 1

LED EMC: Overall Size 105" x 42" | Image Size 100.8" x 37.8"

176"



152"