

**Breezy Point City Council**  
**Monday, January 4, 2021 - 7:00 p.m.**  
**Regular Meeting Agenda**

1. Call to Order
2. Pledge of Allegiance
3. Consent Agenda
  - A. Council Minutes December 7, 2020
  - B. Approval of Claims totaling \$50,490.42 (2683E-2685E & Checks 136465-136530)
  - C. All Elected Officials Have Taken Their Oath of Office
  - D. Adopt Resolution 02-2021 Authorizing Mayor and Administrator to sign BCA agreements
  - E. Adopt BCA Joint Powers Agreement
  - F. Adopt Court Joint Powers Agreement
  - G. Authorize Mayor Todd Roggenkamp as Signatory for Checks Resolution 03-2021
  - H. Authorize purchase of Budgeted Thermo Imaging Device
  - I. Authorize purchase of Replacement AED's
  - J. Approve Resolution 04-2021 Annual authorization for Electronic Funds Transfer.
4. Open Forum
5. Mayor & City Council Reports and Committee Reports
  - A. Mayor
    1. Organizational Resolution, Resolution 01-2021
  - B. Council Members
    1. Road Committee - Speed Limit Sign Request
6. Administrator and Staff Reports
  - A. Adopt/Renew Shared Road Agreement with Ideal Township
  - B. Review Widseth Engineers City of Breezy Point Road Review
  - C. Cooperative Road Project Recommendation
    1. RFP – See Memo for Action
    2. Discussion related to Ranchette Drive and Including with larger project of Buschmann Road and the Cooperative Road Project
  - D. Approve Purchases
    1. Public Works – Road Grader
7. Adjourn

**City of Breezy Point invites you to join the meeting by Zoom.**  
**Call 1-312-626-6799    Meeting ID: 211 513 1925**

### Upcoming Meetings and Dates,

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January 12	7:00 p.m.	Planning Commission
January 14	5:00 p.m.	Park & Recreation Committee
January 18	Holiday	MLK Day – Offices Closed
<b>February 5</b>	<b>7:00 p.m.</b>	<b>City Council</b>

**Breezy Point City Council  
December 7, 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 and Deputy Clerk Deb Runksmeier. All present stood for the pledge of allegiance. Police Chief Kevin Merschmann and Public Works Supervisor attended virtually.

Mayor Lillehei reviewed the items on the consent agenda which were Council Minutes 11/02/2020 and Canvass Meeting 11/12/2020, approving claims totaling \$148,208.46 (2661E-2663E & Checks 136391-136436 & 136438-136462), accepting the WiFi memo and adopting resolutions 21-2020 Donations and Resolution 22-2020 Establishing Polling Place for 2021

MOTION BALL/MORONI TO APPROVE THE CONSENT AGENDA, MOTION CARRIED 5-0

Open Forum – No One spoke

Mayor, Council Member, and Committee Reports

Mayor Lillehei has been corresponding with the County Land Services about the short term rental ordinance. He will start a Task force meeting in the next week to address issue. He presented mayor elect Roggenkamp with a "Breezy Point Mayor" sign for riding in the Pequot Parade and a homemade gavel. He gave an update for the fire department report for the city.

Michael Moroni talked about the RFPs received for the Buschmann Cooperative road project. Planning Commission met in November to approve a Conditional Use Permit for adding living quarters to an airport hanger.

Gary Mitchell thanked the council and staff for a good experience as a councilmember.

## Administrator and Staff Reports

### A. 2021 Budget and Levy Adoption

Administrator/Clerk Wussow gave a presentation on proposed budget including showing comparisons of tax rates with nearby cities and changes from previous years.

MOTION BAKKEN/MORONI TO APPROVE RESOLUTION 20-2020 TO SET THE FINAL LEVY AND APPROVE ALL BUDGETS FOR 2021, MOTION CARRIED 5-0

### B. New Squad Car Authorization for 2021

MOTION BAKKEN/MITCHELL TO APPROVE ORDERING A NEW 2021 FORD EXPORER SUV FOR THE POLICE DEPARTMENT, MOTION CARRIED 5-0

### C. Approve renaming Dakota Drive

MOTION MORONI/BALL TO APPROVE ORDINANCE 2020-02 TO REPEAL ORDINANCE 13-09 FOR RENAMING DAKOTA DRIVE, MOTION CARRIED 5-0

### D. Information and Technology RFP Recommendation

MOTION MITCHELL/MORONI TO APPROVE ON-SYSTEMS AS THE NEW IT SERVICE PROVIDER FOR THE CITY, MOTION CARRIED 5-0

E. Contract with Clifton Larson Allen for Accounting Services was added to the Agenda at the beginning of the meeting

MOTION BAKKEN/BALL TO APPROVE THE AGREEMENT WITH CLIFTON LARSON ALLEN FOR ADDITIONAL ACCOUNTING SERVICES AT \$65 PER HOUR PLUS EXPENSES, MOTION CARRIED 5-0

Meeting adjourned at 7:35 p.m.

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Patrick Wussow, Administrator/Clerk

**Claims totaling \$50,490.42**  
**2683E-2685E, &**  
**Checks 136465-136530**

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**December 2020**

			Check Amt	Invoice	Comment
<b>10100 Primary</b>					
Paid Chk#	002683E	12/1/2020	<b>US BANK</b>		
E 100-41300-200	General Operating (Supplies)		\$408.00	Nov. 2020	Golf Cart Permits
E 100-41300-256	Elections		\$78.13	Nov. 2020	Election food
E 100-41300-256	Elections		\$61.04	Nov. 2020	Election food
E 100-42100-300	Professional Svcs (GENERAL)		(\$180.00)	Nov. 2020	License Refund
E 100-41300-256	Elections		\$20.54	Nov. 2020	Election food
E 100-42100-200	General Operating (Supplies)		\$14.84	Nov. 2020	Badge
E 100-42100-300	Professional Svcs (GENERAL)		\$180.00	Nov. 2020	Post License Kevin
E 100-42100-300	Professional Svcs (GENERAL)		\$92.24	Nov. 2020	Post License Jay
E 100-42100-200	General Operating (Supplies)		\$3.80	Nov. 2020	Postage
E 100-42100-200	General Operating (Supplies)		\$4.60	Nov. 2020	Postage
E 100-42100-200	General Operating (Supplies)		\$8.40	Nov. 2020	Postage
E 100-42100-200	General Operating (Supplies)		\$3.80	Nov. 2020	Postage
E 100-43000-208	Training and Education		\$31.96	Nov. 2020	Training Snacks
E 100-43000-401	Maint Buildings		\$199.05	Nov. 2020	Garage Door parts
E 100-41300-200	General Operating (Supplies)		\$14.99	Nov. 2020	Zoom
E 800-00000-430	Miscellaneous (GENERAL)		\$811.71	Nov. 2020	Equipment-CARES
E 800-00000-430	Miscellaneous (GENERAL)		\$97.06	Nov. 2020	Equipment-CARES
E 100-42100-200	General Operating (Supplies)		\$22.53	Nov. 2020	Battery
E 100-42100-200	General Operating (Supplies)		\$132.80	Nov. 2020	Running board brackets
E 100-41300-200	General Operating (Supplies)		\$52.93	Nov. 2020	Binders
	<b>Total US BANK</b>		<b>\$2,058.42</b>		
Paid Chk#	002684E	12/30/2020	<b>TDS TELECOM</b>		
E 100-41300-321	Telephone		\$16.80	Phone Charge	Phone charges
E 100-42100-321	Telephone		\$19.21	Phone Charge	Phone charges
	<b>Total TDS TELECOM</b>		<b>\$36.01</b>		
Paid Chk#	002685E	12/31/2020	<b>US BANK</b>		
E 100-42100-200	General Operating (Supplies)		\$88.32	Dec 2020 CC	Gloves-COVID19
E 100-41300-433	Dues and Subscriptions		\$222.04	Dec 2020 CC	Echo/Dispatch Subscription
E 100-43000-533	Road Improvement		\$11.75	Dec 2020 CC	Buschman Road Project Postage
E 100-41300-200	General Operating (Supplies)		\$19.30	Dec 2020 CC	Council Audio Room Flash Drives
E 600-43250-200	General Operating (Supplies)		\$21.42	Dec 2020 CC	Phone Cover
E 100-41900-401	Maint Buildings		\$120.24	Dec 2020 CC	Cork Board
E 100-41900-308	Software / IT Support		\$14.99	Dec 2020 CC	December Zoom
E 100-42100-200	General Operating (Supplies)		\$36.51	Dec 2020 CC	Disinfectant/Cleaner-COVID19
	<b>Total US BANK</b>		<b>\$534.57</b>		
Paid Chk#	136465	12/15/2020	<b>ACTION TARGET</b>		
E 100-42100-208	Training and Education		\$56.48	0484683-IN	Photo Targets
	<b>Total ACTION TARGET</b>		<b>\$56.48</b>		
Paid Chk#	136466	12/15/2020	<b>AMERICAN STEEL SUPPLY INC</b>		
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$67.34	101284	Supplies
	<b>Total AMERICAN STEEL SUPPLY INC</b>		<b>\$67.34</b>		

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			Check Amt	Invoice	Comment
Paid Chk#	136467	12/15/2020	<b>Aramark</b>		
E 100-41900-401	Maint Buildings		\$65.48	2201410919	Rugs
E 100-42100-401	Maint Buildings		\$71.01	2201410921	rugs
	<b>Total Aramark</b>		\$136.49		
Paid Chk#	136468	12/15/2020	<b>AT&amp;T MOBILITY</b>		
E 100-42100-321	Telephone		\$566.12	45057X120320	Cell Phones
	<b>Total AT&amp;T MOBILITY</b>		\$566.12		
Paid Chk#	136469	12/15/2020	<b>BEST OIL COMPANY</b>		
E 100-43000-212	Motor Fuels		\$368.63	26927	Fuel
	<b>Total BEST OIL COMPANY</b>		\$368.63		
Paid Chk#	136470	12/15/2020	<b>BLADC</b>		
E 200-46500-490	Donations		\$1,375.00	187	2nd 1/2 Gov Funding
	<b>Total BLADC</b>		\$1,375.00		
Paid Chk#	136471	12/15/2020	<b>BREEZY POINT HARDWARE</b>		
E 100-42100-200	General Operating (Supplies)		\$15.98	19782	Battery
E 100-41900-401	Maint Buildings		\$8.37	19787	Hooks
E 600-43250-200	General Operating (Supplies)		\$8.17	19792	Lock & keys
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$0.24	19797	Fasteners
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$7.40	19836	Fasteners
	<b>Total BREEZY POINT HARDWARE</b>		\$40.16		
Paid Chk#	136472	12/15/2020	<b>CARLSON, NEIL A.</b>		
E 600-43250-331	Travel Expenses / Mileage		\$193.20	Exp. Reimb-mil Lift Mileage 2020	
	<b>Total CARLSON, NEIL A.</b>		\$193.20		
Paid Chk#	136473	12/15/2020	<b>CHARTER COMMUNICATIONS</b>		
E 100-41900-381	Combined Utilities		\$48.24	004184512082	Internet
E 100-41300-200	General Operating (Supplies)		\$1.25	004184512082	Internet
E 100-41100-100	Compensation (GENERAL)		\$0.37	004184512082	Internet
E 100-42100-308	Software / IT Support		\$50.00	004184512082	Internet
E 100-41910-200	General Operating (Supplies)		\$0.37	004184512082	Internet
E 100-43000-200	General Operating (Supplies)		\$0.63	004184512082	Internet
E 600-43250-200	General Operating (Supplies)		\$24.12	004184512082	Internet
E 100-42100-381	Combined Utilities		\$25.97	5730012200 N	PD TV
	<b>Total CHARTER COMMUNICATIONS</b>		\$150.95		
Paid Chk#	136474	12/15/2020	<b>COMPENSATION CONSULTANTS LTD</b>		
E 100-41900-313	Benefits Administration		\$45.00	December 202	Monthly FSA/HSA Admin.
	<b>Total COMPENSATION CONSULTANTS LTD</b>		\$45.00		
Paid Chk#	136475	12/15/2020	<b>CROW WING AUTO BODY</b>		
E 100-42100-220	Repair/Maint Supply (GENERAL)		\$4,677.40	Repair	Repair 2018 Ford Explorer
	<b>Total CROW WING AUTO BODY</b>		\$4,677.40		

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Paid Chk#	136476	12/15/2020	<b>CULLIGAN</b>	
E 100-42100-401	Maint Buildings	\$22.20	514642	Water service
	<b>Total CULLIGAN</b>	\$22.20		
Paid Chk#	136477	12/15/2020	<b>DEPT OF MOTOR VEHICLES</b>	
E 600-43250-200	General Operating (Supplies)	\$30.25	7148CVT	2014 FELL TRL license tabs
E 600-43250-200	General Operating (Supplies)	\$30.25	CVT1826	trailer license
	<b>Total DEPT OF MOTOR VEHICLES</b>	\$60.50		
Paid Chk#	136478	12/15/2020	<b>DOREEN CHRISTMAS WREATHS</b>	
E 270-49010-200	General Operating (Supplies)	\$162.00	Wreaths 18	Veterans Wreaths 18
	<b>Total DOREEN CHRISTMAS WREATHS</b>	\$162.00		
Paid Chk#	136479	12/15/2020	<b>EMERGENCY AUTOMOTIVE</b>	
E 100-42100-590	Capital Outlay	(\$15.00)	CM20200	CREDIT
E 100-42100-590	Capital Outlay	\$46.20	dl081020-22A	Equipment
	<b>Total EMERGENCY AUTOMOTIVE</b>	\$31.20		
Paid Chk#	136480	12/15/2020	<b>GALLS/QUARTERMASTER</b>	
E 100-42100-417	Uniforms	\$177.96	016960330	uniform pants
E 100-42100-417	Uniforms	\$186.99	017078727	boots
	<b>Total GALLS/QUARTERMASTER</b>	\$364.95		
Paid Chk#	136481	12/15/2020	<b>GARAGE DOOR STORE(1636)</b>	
E 100-43000-401	Maint Buildings	\$250.62	Z159057	Garage door repair
	<b>Total GARAGE DOOR STORE(1636)</b>	\$250.62		
Paid Chk#	136482	12/15/2020	<b>GOPHER STATE ONE CALL</b>	
E 600-43250-332	Gopher One Locates	\$13.50	0110244	Locates
	<b>Total GOPHER STATE ONE CALL</b>	\$13.50		
Paid Chk#	136483	12/15/2020	<b>JACOBSON, KARI</b>	
E 100-41300-331	Travel Expenses / Mileage	\$80.22	Exp Reimb 202 mileage reimb.2020	
E 600-43250-331	Travel Expenses / Mileage	\$80.21	Exp Reimb 202 mileage reimb.2020	
	<b>Total JACOBSON, KARI</b>	\$160.43		
Paid Chk#	136484	12/15/2020	<b>LAKES PRINTING</b>	
E 600-43250-200	General Operating (Supplies)	\$116.13	00202188	Envelopes
E 100-41300-200	General Operating (Supplies)	\$66.12	00202188	Envelopes
E 100-42100-200	General Operating (Supplies)	\$10.00	00202188	Envelopes
E 100-41910-200	General Operating (Supplies)	\$10.00	00202188	Envelopes
E 270-49010-200	General Operating (Supplies)	\$10.00	00202188	Envelopes
E 100-43000-200	General Operating (Supplies)	\$20.00	00202188	Envelopes
	<b>Total LAKES PRINTING</b>	\$232.25		
Paid Chk#	136485	12/15/2020	<b>LEAGUE OF MINNESOTA CITIES</b>	
E 100-41100-437	Training & Education	\$350.00	331755	Elected Officials training
	<b>Total LEAGUE OF MINNESOTA CITIES</b>	\$350.00		

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Paid Chk#	136486	12/15/2020	<b>MENARDS- BAXTER</b>		
E 100-43000-200	General Operating (Supplies)		\$15.36	46064	Water-Brush-Base
E 100-41900-401	Maint Buildings		\$36.70	46064	Water-Brush-Base
	<b>Total MENARDS- BAXTER</b>		\$52.06		
Paid Chk#	136487	12/15/2020	<b>MINNESOTA CHIEFS OF POLICE</b>		
E 100-42100-300	Professional Srvs (GENERAL)		\$305.00	11437	Membership Dues
	<b>Total MINNESOTA CHIEFS OF POLICE</b>		\$305.00		
Paid Chk#	136488	12/15/2020	<b>MN SHERIFFS ASSOCIATION</b>		
E 100-42100-200	General Operating (Supplies)		\$60.00	223100	Permits to acquire
	<b>Total MN SHERIFFS ASSOCIATION</b>		\$60.00		
Paid Chk#	136489	12/15/2020	<b>PATRICK WUSSOW</b>		
E 100-41300-200	General Operating (Supplies)		\$278.27		Exp. Reimb No Shelf & Web cam
	<b>Total PATRICK WUSSOW</b>		\$278.27		
Paid Chk#	136490	12/15/2020	<b>PELICAN SQUARE INC</b>		
E 600-43250-212	Motor Fuels		\$25.77	1027464	Fuel
	<b>Total PELICAN SQUARE INC</b>		\$25.77		
Paid Chk#	136491	12/15/2020	<b>PEQUOT LAKES SANITATION</b>		
E 100-41900-324	Recycling		\$40.00	December 202	Trash/Recycling
E 100-41900-381	Combined Utilities		\$59.95	December 202	Trash/Recycling
E 100-42100-381	Combined Utilities		\$53.55	December 202	Trash/Recycling
	<b>Total PEQUOT LAKES SANITATION</b>		\$153.50		
Paid Chk#	136492	12/15/2020	<b>PREMIER AUTO REPAIR</b>		
E 100-42100-220	Repair/Maint Supply (GENERAL)		\$713.19	29016	2015 Explorer repairs
	<b>Total PREMIER AUTO REPAIR</b>		\$713.19		
Paid Chk#	136493	12/15/2020	<b>QUADIENT FINANCE USA, INC.</b>		
E 600-43250-200	General Operating (Supplies)		\$123.48	16221125	Ink
E 100-41300-200	General Operating (Supplies)		\$82.32	16221125	Ink
E 100-41910-200	General Operating (Supplies)		\$5.00	16221125	Ink
E 100-43000-200	General Operating (Supplies)		\$16.15	16221125	Ink
E 270-49010-200	General Operating (Supplies)		\$5.00	16221125	Ink
E 100-42100-200	General Operating (Supplies)		\$15.00	16221125	Ink
	<b>Total QUADIENT FINANCE USA, INC.</b>		\$246.95		
Paid Chk#	136494	12/15/2020	<b>QUALITY FLOW SYSTEMS</b>		
E 600-43250-220	Repair/Maint Supply (GENERAL)		\$1,111.75	40161	Lift Station Parts
	<b>Total QUALITY FLOW SYSTEMS</b>		\$1,111.75		
Paid Chk#	136495	12/15/2020	<b>SADUSKY, SCOTT S</b>		
E 100-41910-309	Building Inspector		\$10,456.58	November 202	Building Inspector
	<b>Total SADUSKY, SCOTT S</b>		\$10,456.58		

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		Check Amt	Invoice	Comment
Paid Chk# 136496	12/15/2020 SOURCEWELL			
E 100-41900-308	Software / IT Support	\$46.32	28514	November IT Services
E 100-41300-200	General Operating (Supplies)	\$1.20	28514	November IT Services
E 100-41100-100	Compensation (GENERAL)	\$0.36	28514	November IT Services
E 100-42100-308	Software / IT Support	\$48.00	28514	November IT Services
E 100-41910-200	General Operating (Supplies)	\$0.36	28514	November IT Services
E 100-43000-200	General Operating (Supplies)	\$0.60	28514	November IT Services
E 600-43250-200	General Operating (Supplies)	\$23.16	28514	November IT Services
	<b>Total SOURCEWELL</b>	<b>\$120.00</b>		
Paid Chk# 136497	12/15/2020 SPARROW CLEANING SERVICE			
E 100-42100-401	Maint Buildings	\$360.00	3418	November cleaning
E 100-41900-401	Maint Buildings	\$280.00	3419	November cleaning
	<b>Total SPARROW CLEANING SERVICE</b>	<b>\$640.00</b>		
Paid Chk# 136498	12/15/2020 THE OFFICE SHOP			
E 100-41300-200	General Operating (Supplies)	\$43.44	1008710-1	1099s & cleaner
E 100-43000-200	General Operating (Supplies)	\$82.10	1088710-0	Office Supplies
E 100-41910-200	General Operating (Supplies)	\$14.01	1088710-0	Office Supplies
E 100-41300-200	General Operating (Supplies)	\$128.47	1088710-0	Office Supplies
E 100-41300-200	General Operating (Supplies)	\$136.33	1088945-0	Paper
E 600-43250-200	General Operating (Supplies)	\$174.50	1088945-0	Paper
E 100-42100-200	General Operating (Supplies)	\$10.00	1088945-0	Paper
E 270-49010-200	General Operating (Supplies)	\$5.00	1088945-0	Paper
E 100-43000-200	General Operating (Supplies)	\$10.00	1088945-0	Paper
E 100-41910-200	General Operating (Supplies)	\$13.17	1088945-0	Paper
	<b>Total THE OFFICE SHOP</b>	<b>\$617.02</b>		
Paid Chk# 136499	12/15/2020 THECO INC.			
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$195.70	02-19915	Tie Rod
	<b>Total THECO INC.</b>	<b>\$195.70</b>		
Paid Chk# 136500	12/15/2020 VOYANT COMMUNICATIONS, LLC			
E 100-41300-321	Telephone	\$187.06	001569920120	Phone Charges
E 100-42100-321	Telephone	\$373.66	001570020120	phone
	<b>Total VOYANT COMMUNICATIONS, LLC</b>	<b>\$560.72</b>		
Paid Chk# 136501	12/15/2020 WATCHGUARD VIDEO			
E 100-42100-200	General Operating (Supplies)	\$30.00	ACCINV00283	Battery
	<b>Total WATCHGUARD VIDEO</b>	<b>\$30.00</b>		
Paid Chk# 136502	12/31/2020 AUTO VALUE PEQUOT LAKES			
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$9.99	66181321	Lamp
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$157.07	66181348	Filters/Oil
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$62.72	66181358	Oil Filter
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$43.88	66181987	Oil filters
	<b>Total AUTO VALUE PEQUOT LAKES</b>	<b>\$273.66</b>		

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			Check Amt	Invoice	Comment
Paid Chk#	136503	12/31/2020	<b>AW RESEARCH LABORATORY, INC</b>		
E 600-43250-326	MPCA Permit/Lab Testing		\$43.00	38498	Testing
<b>Total AW RESEARCH LABORATORY, INC</b>			\$43.00		
Paid Chk#	136504	12/31/2020	<b>BEST OIL COMPANY</b>		
E 100-43000-212	Motor Fuels		\$572.76	27465	Fuel
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$548.03	646	Oil
<b>Total BEST OIL COMPANY</b>			\$1,120.79		
Paid Chk#	136505	12/31/2020	<b>BREEZY POINT HARDWARE</b>		
E 100-45100-210	Operating Supplies (GENERAL)		\$19.96	19838	Hinges
E 100-43000-212	Motor Fuels		\$27.05	19863	Fuel
E 100-41900-401	Maint Buildings		\$51.97	19870	Paint & Supplies
E 100-41900-401	Maint Buildings		\$11.78	19909	Paint Supplies
E 100-41300-200	General Operating (Supplies)		\$14.99	19912	Batteries
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$8.99	19922	Spark Plug
E 100-41900-401	Maint Buildings		\$2.39	19954	Steel
E 100-43000-212	Motor Fuels		\$45.63	19962	Fuel
<b>Total BREEZY POINT HARDWARE</b>			\$182.76		
Paid Chk#	136506	12/31/2020	<b>CROW WING CO LAND SERVICES</b>		
E 100-41910-302	E911 / Permit Exp		\$1,200.00	2020 E911	2020 E911 Addresses
<b>Total CROW WING CO LAND SERVICES</b>			\$1,200.00		
Paid Chk#	136507	12/31/2020	<b>CROW WING COUNTY TREASURER</b>		
E 100-43500-595	Land Acquisition/Easements		\$45.36	RP 10171078	Delinquent Taxes/Penalty/Interest
E 100-43500-595	Land Acquisition/Easements		\$43.20	RP 10171083	Delinquent Tax/Interest/Penalty
E 100-43500-595	Land Acquisition/Easements		\$16.80	RP10161078	Delinquent Tax/Penalty/Interest
E 100-43500-595	Land Acquisition/Easements		\$16.80	RP10161083	Delinquent Tax/Penalty/Interest
E 100-43500-595	Land Acquisition/Easements		\$153.36	RP10170602	Delinquent Tax/Penalty/Interest
<b>Total CROW WING COUNTY TREASURER</b>			\$275.52		
Paid Chk#	136508	12/31/2020	<b>CROW WING POWER</b>		
E 270-49010-381	Combined Utilities		\$36.51	Electric 12/20	ACCT 33476401 - CEMETARY
E 270-49010-381	Combined Utilities		\$0.24	Electric 12/20	ACCT 34454801 - CEMETARY
E 600-43250-381	Combined Utilities		\$855.40	Electric 12/20	ACCT 1438703 - SEWER PLANT
E 600-43250-381	Combined Utilities		\$0.00	Electric 12/20	ACCT 1439301 - #4 POND TSF PUM
E 600-43250-381	Combined Utilities		\$17.67	Electric 12/20	ACCT 1460301 - LIFT PUMP #2
E 600-43250-381	Combined Utilities		\$82.62	Electric 12/20	ACCT 1501301 - LIFT PUMP #4
E 600-43250-381	Combined Utilities		\$31.14	Electric 12/20	ACCT 1518101 - LIFT PUMP #5
E 600-43250-381	Combined Utilities		\$14.05	Electric 12/20	ACCT 1528301 - LIFT PUMP #3
E 600-43250-381	Combined Utilities		\$155.54	Electric 12/20	ACCT 1532601 - LIFT PUMP #1
E 600-43250-381	Combined Utilities		\$37.45	Electric 12/20	ACCT 33770501 - LIFT PUMP #6
E 600-43250-381	Combined Utilities		\$26.85	Electric 12/20	ACCT 33929201 - LIFT PUMP #7
E 600-43250-381	Combined Utilities		\$6.20	Electric 12/20	ACCT 34265401 - #8 LIFT STATIO
E 600-43250-381	Combined Utilities		\$4.80	Electric 12/20	ACCT 34613101 - LIFT PUMP #9
E 100-43000-381	Combined Utilities		\$100.00	Electric 12/20	ACCT 1516802 - MAINT PORTION

**CITY OF BREEZY POINT**  
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E 100-41900-381	Combined Utilities	\$367.51	Electric 12/20	ACCT 1516802 - CITY HALL
E 100-43000-381	Combined Utilities	\$0.00	Electric 12/20	ACCT 34569801 - 8319 N SPRUCE
E 100-43000-381	Combined Utilities	\$12.89	Electric 12/20	ACCT 34856901 CSAH#11&BUSCHMAN
E 100-43000-381	Combined Utilities	\$25.77	Electric 12/20	ACCT 34857001 CSAH#11&RANCHETT
E 100-42100-381	Combined Utilities	\$460.42	Electric 12/20	ACCT 34120201 8361 CR 11
E 100-43000-381	Combined Utilities	\$10.00	Electric 12/20	ACCT 3527601 Fishing Pier
<b>Total CROW WING POWER</b>		<b>\$2,245.06</b>		
Paid Chk# 136509	12/31/2020	<b>DACOTAH PAPER</b>		
E 100-41300-200	General Operating (Supplies)	\$32.47	56928	TP/Towels
E 100-42100-200	General Operating (Supplies)	\$63.31	56928	TP/Towels
E 100-42100-200	General Operating (Supplies)	\$31.42	56928	TP/Towels
E 100-43000-200	General Operating (Supplies)	\$157.57	56928	TP/Towels
<b>Total DACOTAH PAPER</b>		<b>\$284.77</b>		
Paid Chk# 136510	12/31/2020	<b>EMERGENCY AUTOMOTIVE</b>		
E 100-42100-590	Capital Outlay	\$50.00	DL08102022B	Equipment
<b>Total EMERGENCY AUTOMOTIVE</b>		<b>\$50.00</b>		
Paid Chk# 136511	12/31/2020	<b>EVERGREEN ELECTRICAL</b>		
E 100-41300-590	Capital Outlay	\$2,175.00	12152	Final Billing Sign & Lights
<b>Total EVERGREEN ELECTRICAL</b>		<b>\$2,175.00</b>		
Paid Chk# 136512	12/31/2020	<b>FLEETPRIDE</b>		
E 100-43000-220	Repair/Maint Supply (GENERAL)	\$77.44	65110475	Filters
<b>Total FLEETPRIDE</b>		<b>\$77.44</b>		
Paid Chk# 136513	12/31/2020	<b>GOVOFFICE LLC</b>		
E 100-41300-433	Dues and Subscriptions	\$570.00	204838	Web Site Hosting 2021
<b>Total GOVOFFICE LLC</b>		<b>\$570.00</b>		
Paid Chk# 136514	12/31/2020	<b>GULL LAKE BRICK FIREPLACE &amp; SP</b>		
E 100-41900-401	Maint Buildings	\$168.65	9885686	Push paddle-Door
<b>Total GULL LAKE BRICK FIREPLACE &amp; SP</b>		<b>\$168.65</b>		
Paid Chk# 136515	12/31/2020	<b>LORCH, JAY A</b>		
E 100-42100-417	Uniforms	\$113.49	Boots Reimb.	Boots Reimb.
<b>Total LORCH, JAY A</b>		<b>\$113.49</b>		
Paid Chk# 136516	12/31/2020	<b>M&amp;R SIGN CO</b>		
E 401-43000-226	Sign Materials	\$580.40	210893	Sign Materials
<b>Total M&amp;R SIGN CO</b>		<b>\$580.40</b>		
Paid Chk# 136517	12/31/2020	<b>MARCO TECHNOLOGIES LLC</b>		
E 600-43250-200	General Operating (Supplies)	\$68.86	431387513	Copy Machine Lease
E 100-41900-400	Equipment	\$265.46	431387513	Copy Machine Lease
<b>Total MARCO TECHNOLOGIES LLC</b>		<b>\$334.32</b>		
Paid Chk# 136518	12/31/2020	<b>MENARDS- BAXTER</b>		

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			Check Amt	Invoice	Comment
E 100-43000-220	Repair/Maint Supply (GENERAL)		\$49.71	46643	Supplies/Oil
E 100-41900-401	Maint Buildings		\$84.50	46643	Supplies/Oil
<b>Total MENARDS- BAXTER</b>			<b>\$134.21</b>		
Paid Chk# 136519	12/31/2020	<b>MID-STATES ORG CRIME INFO CTR</b>			
E 100-42100-300	Professional Svcs (GENERAL)		\$100.00	43041-2334	Membership
<b>Total MID-STATES ORG CRIME INFO CTR</b>			<b>\$100.00</b>		
Paid Chk# 136520	12/31/2020	<b>MN NCPERS LIFE INSURANCE</b>			
E 100-41300-130	Life Insurance		\$48.00	January 2021	Life Insurance January 2021
E 100-42100-130	Life Insurance		\$112.00	January 2021	Life Insurance January 2021
E 100-43000-130	Life Insurance		\$43.20	January 2021	Life Insurance January 2021
E 600-43250-130	Life Insurance		\$36.80	January 2021	Life Insurance January 2021
<b>Total MN NCPERS LIFE INSURANCE</b>			<b>\$240.00</b>		
Paid Chk# 136521	12/31/2020	<b>NORTHLAND FIRE PROTECTION</b>			
E 100-43000-300	Professional Svcs (GENERAL)		\$364.20	43185	Fire Extinguisher Maintenance
E 600-43250-300	Professional Svcs (GENERAL)		\$85.00	43186	Fire Extinguisher Maintenance
<b>Total NORTHLAND FIRE PROTECTION</b>			<b>\$449.20</b>		
Paid Chk# 136522	12/31/2020	<b>ON SYSTEMS INC</b>			
E 100-41900-308	Software / IT Support		\$353.49	5710	December 2020-IT Support
E 100-42100-308	Software / IT Support		\$543.04	5710	December 2020-IT Support
E 600-43250-308	Software / IT Support		\$128.08	5710	December 2020-IT Support
<b>Total ON SYSTEMS INC</b>			<b>\$1,024.61</b>		
Paid Chk# 136523	12/31/2020	<b>PLACID LAKE ADVISORS</b>			
E 100-41910-100	Compensation (GENERAL)		\$6,160.00	4th Qtr/Plannin	4th Quarter Planning 2020
<b>Total PLACID LAKE ADVISORS</b>			<b>\$6,160.00</b>		
Paid Chk# 136524	12/31/2020	<b>PREMIER AUTO REPAIR</b>			
E 100-42100-220	Repair/Maint Supply (GENERAL)		\$29.19	29062	2017 Ford Explorer Service
E 100-42100-220	Repair/Maint Supply (GENERAL)		\$29.19	29116	Service 2018 Ford Interceptor
<b>Total PREMIER AUTO REPAIR</b>			<b>\$58.38</b>		
Paid Chk# 136525	12/31/2020	<b>RATWIK ROSZAK &amp; MALONEY PA</b>			
E 100-41610-304	Legal/Prosecution Fees		\$30.00	67877	Legal Fees
<b>Total RATWIK ROSZAK &amp; MALONEY PA</b>			<b>\$30.00</b>		
Paid Chk# 136526	12/31/2020	<b>SADUSKY, SCOTT S</b>			
E 100-41910-309	Building Inspector		\$3,549.82	Dec. 2020-Insp	Inspection December 2020
<b>Total SADUSKY, SCOTT S</b>			<b>\$3,549.82</b>		
Paid Chk# 136527	12/31/2020	<b>THE OFFICE SHOP</b>			
E 100-41300-200	General Operating (Supplies)		\$69.82	1089113-0	Office Supplies
E 100-41910-200	General Operating (Supplies)		\$33.00	1089440-0	Paper
E 100-41910-200	General Operating (Supplies)		\$24.42	1089440-0	Paper
<b>Total THE OFFICE SHOP</b>			<b>\$127.24</b>		

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			Check Amt	Invoice	Comment
Paid Chk#	136528	12/31/2020	<b>THURLOW HARDWARE &amp; RENTAL</b>		
	E 600-43250-200	General Operating (Supplies)	\$29.55	B153430	Paint/LED light
	<b>Total</b>	<b>THURLOW HARDWARE &amp; RENTAL</b>	<b>\$29.55</b>		
Paid Chk#	136529	12/31/2020	<b>VERIZON WIRELESS</b>		
	E 100-43000-321	Telephone	\$237.82	9868810493	Cell Phones
	E 600-43250-321	Telephone	\$99.16	9868810493	Cell Phones
	<b>Total</b>	<b>VERIZON WIRELESS</b>	<b>\$336.98</b>		
Paid Chk#	136530	12/31/2020	<b>WEX BANK</b>		
	E 100-42100-212	Motor Fuels	\$907.17	68960584	Fuel/Rebate
	E 100-43000-212	Motor Fuels	\$83.13	68960584	Fuel/Rebate
	E 600-43250-212	Motor Fuels	\$56.66	68960584	Fuel/Rebate
	E 100-42100-212	Motor Fuels	(\$10.19)	68960584	Fuel/Rebate
	E 100-43000-212	Motor Fuels	(\$0.92)	68960584	Fuel/Rebate
	E 600-43250-212	Motor Fuels	(\$0.21)	68960584	Fuel/Rebate
	<b>Total</b>	<b>WEX BANK</b>	<b>\$1,035.64</b>		
	<b>10100 Primary</b>		<b>\$50,490.42</b>		

**Fund Summary**

**10100 Primary**

100 GENERAL FUND	\$43,652.97
200 ECONOMIC DEV AUTHORITY	\$1,375.00
270 CEMETERY Special Revenue Fund	\$218.75
401 Revolving Capital Fund	\$580.40
600 SEWER OPERATING FUND	\$3,754.53
800 Escrow Reserve Fund	\$908.77
	<b>\$50,490.42</b>

8319 COUNTY RD. 11  
BREEZY POINT, MN 56472



218-562-4441  
FAX 218-562-4486  
[www.cityofbreezypointmn.us](http://www.cityofbreezypointmn.us)

## OATH OF OFFICE

STATE OF MINNESOTA  
COUNTY OF CROW WING  
CITY OF BREEZY POINT

I, **Todd Roggenkamp**, do solemnly swear that I will support the Constitution of the United States and of the State of Minnesota, and faithfully discharge the duties of **Mayor** in the City of Breezy Point in the County of Crow Wing and State of Minnesota, to the best of my judgment and ability. So help me God.



Todd Roggenkamp, Mayor

Subscribed and sworn to before me this 18th day of November, 2020.



Patrick Wussow, Administrator Clerk

Term Expires 12/31/2022

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BREEZY POINT, MN 56472



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## OATH OF OFFICE

STATE OF MINNESOTA  
COUNTY OF CROW WING  
CITY OF BREEZY POINT

I, **Rebecca Ball**, do solemnly swear that I will support the  
Constitution of the United States and of the State of Minnesota, and faithfully  
discharge the duties of **City Council** in the City of Breezy Point  
in the County of Crow Wing and State of Minnesota, to the best of my judgment  
and ability. So help me God.

A handwritten signature in blue ink, appearing to read "Rebecca Ball", is written over a horizontal line.

Rebecca Ball, Councilmember

Subscribed and sworn to before me this 4th day of January, 2021.

A handwritten signature in black ink, appearing to read "Patrick Wussow", is written over a horizontal line.

Patrick Wussow, Administrator Clerk

Term Expires 12/31/2024

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## OATH OF OFFICE

STATE OF MINNESOTA  
COUNTY OF CROW WING  
CITY OF BREEZY POINT

I, Mark Miller, do solemnly swear that I will support the  
Constitution of the United States and of the State of Minnesota, and faithfully  
discharge the duties of City Council in the City of Breezy Point  
in the County of Crow Wing and State of Minnesota, to the best of my judgment  
and ability. So help me God.

  
Mark Miller, Councilmember

Subscribed and sworn to before me this 2nd day of December, 2020.

  
Patrick Wussow, Administrator Clerk

Term Expires 12/31/2024

**RESOLUTION NO. 02 - 2021**

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF BREEZY POINT CITY COUNCIL ON BEHALF OF ITS POLICE DEPARTMENT**

WHEREAS, the City of Breezy Point City Council on behalf of its Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Breezy Point on behalf of its Police Department, are hereby approved.
2. That the Police Chief, Kevin Merschman, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That Todd Roggenkamp, the Mayor for the City of Breezy Point, and Patrick Wussow, the City Administrator/Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this 4 day of January, 2021.

CITY OF Breezy Point

\_\_\_\_\_  
By: Todd Roggenkamp  
Its Mayor

ATTEST: \_\_\_\_\_  
By: Patrick Wussow  
Its City Administrator/Clerk

# City of Breezy Point Staff Report

---

**TO:** Mayor and Council

**FROM:** Kevin Merschman

**DATE:** December 17, 2020

**MEETING DATE:**

**SUBJECT:** Joint Powers Agreement - BCA

**AGENDA ITEM:**

**Background:** We are required to have agreements with the BCA to access Criminal Justice Information that they maintain including accessing FBI data. In preparing for my triannual audit in April, I discovered our current agreements expire in March and requested new agreements from the BCA. To remain compliant we need to sign new agreements.

**Requested Action:**

Approve the resolution and sign the BCA JPA and Court agreements.

# **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Breezy Point on behalf of its Police Department (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

## **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187108, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

**a.** To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

**b.** To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

**c.** To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

**d.** That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

**e.** That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

**7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

**a. Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

**b. Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

**c. Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

**d. Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

**11.** [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

### 1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Todd Roggenkamp  
(PRINTED)

Signed: \_\_\_\_\_

Title: Mayor  
(with delegated authority)

Date: \_\_\_\_\_

Name: Patrick Wussow  
(PRINTED)

Signed: \_\_\_\_\_

Title: City Administrator/Clerk  
(with delegated authority)

Date: \_\_\_\_\_

### 2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

### 3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

### 4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_

RESOLUTION 03-2021

A RESOLUTION AUTHORIZING TODD ROGGENKAMP TO A DESIGNATED SIGNATORY  
FOR TRANSACTIONS OF THE CITY OF BREEZY POINT

WHEREAS, the official depository for the City of Breezy Point is Pine River State Bank (the bank) of Breezy Point; and

WHEREAS, the bank requires verification from the City Council for those individuals that are authorized to sign checks, other instruments, and transact business on behalf of the City of Breezy point; and.

WHEREAS, one such signatory, Mayor Todd Roggenkamp takes office on January 4, 2021 replacing Tom Lillehei; and

WHEREAS Todd Roggenkamp will replace Tom Lillehei as a signatory on January 4, 2021.

NOW THEREFORE BE IT RESOLVED by the Breezy Point City Council that:

1. Todd Roggenkamp is authorized to be one of the designated signatory for transactions of the City of Breezy Point with the Pine River State Bank as of January 1, 2021.
2. The Signatory for Tom Lillehei is withdrawn as of January 4, 2021.
3. The signatories of City Administrator/Clerk Patrick Wussow and Deputy Clerk Deb Runksmeier shall be maintained.
4. All signatories shall have the authority to sign Governmental Entity Resolution providing for all transactions accomplished through Pine River State Bank.

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

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

Mark Miller \_\_\_\_\_

Gary Bakken \_\_\_\_\_

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

Adopted this 4th day of January 2021.

\_\_\_\_\_  
Mayor Todd RoggenKamp

Attest:

\_\_\_\_\_  
Patrick Wussow, Administrator Clerk

## City of Breezy Point Staff Report

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**TO:** Mayor and Council

**FROM:** Kevin Merschman

**DATE:** November 25, 2020

**MEETING DATE:** January 4, 2021

**SUBJECT:** Purchase thermal imager

**AGENDA ITEM:**

**Background:** We budgeted \$6,000 to purchase a thermal imager which allows the user to see heat as either black or white. These devices greatly improve the capabilities and safety of the night shift officer who may be looking for dangerous or lost/injured parties.

**Requested Action:**

Approve purchasing the thermal imager.

# City of Breezy Point Staff Report

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**TO:** Mayor and Council

**FROM:** Kevin Merschman

**DATE:** November 25, 2020

**MEETING DATE:** January 4, 2021

**SUBJECT:** Replace AEDs

**AGENDA ITEM:**

**Background:** In 2014 the city took steps to be certified as a Heartsafe community which included placing public access Automated External Defibrillation (AED) devices in public buildings. We used two retired Physio Control AEDs from the PD to accomplish this in City Hall and the PSB. These devices are at least 20 years old and are no longer recommended by the manufacturer to be in service. We budgeted \$2,000 in 2021 to replace these with refurbished Zoll AEDs. The Zoll utilizes over the counter batteries and are cheaper to maintain.

**Requested Action:**

Approve replacing the PSB and City Hall AEDs.

RESOLUTION 04 -2021  
A RESOLUTION PROVIDING FOR ANNUAL DELEGATION OF AUTHORITY TO MAKE  
ELECTRONIC FUND TRANSFERS FOR 2021

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

WHEREAS, the transfer of funds is done electronically; and

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

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

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

Gary Bakken \_\_\_\_\_

Mark Miller \_\_\_\_\_

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

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

Adopted this 4th day of January 2021

Attest:

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

\_\_\_\_\_  
Patrick Wussow, Administrator/Clerk

Memo to: Breezy Point Mayor and City Council  
From: Patrick Wussow, City Administrator/Clerk  
Date: January 4, 2021  
Re: Open Forum



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Memo to: Breezy Point Mayor and City Council

From: Patrick Wussow, City Administrator/Clerk

Date: January 4, 2021

Re: Mayor & Council Updates and Committee Reports



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CITY OF BREEZY POINT  
RESOLUTION 01-2021

A RESOLUTION MAKING ANNUAL APPOINTMENTS AND  
DESIGNATIONS FOR THE ORGANIZATIONAL STRUCTURE  
FOR THE CITY OF BREEZY POINT FOR THE YEAR 2021

WHEREAS, each year the City Council makes appointments for individuals to serve on various committees and commissions. These include City Council members and citizens. There are also annual designations needed for the efficient and lawful requirements of the city.

NOW THEREFORE BE IT RESOLVED that the following appointments and designations are hereby made:

		<u>Term</u>
Acting Mayor	Michael Moroni	12-31-21
Administration Liaison	Rebecca Ball	12-31-21
Cemetery Commission	3 <sup>rd</sup> Wednesday 3:30 pm	
Cemetery Comm. Liaison	Gary Bakken	12-31-21
Cemetery Commission	Barbara Donovan	12-31-23
Cemetery Commission	Wanda Sonderby	12-31-23
City Attorney	Joe Langel - Ratwik, Roszak, Maloney	
City Auditor	Clifton Larson and Allen CLA.	
Consultant City Engineer	Joe Dubel - Widseth	
Council Meetings	7:00 PM, 1 <sup>st</sup> Monday	
Citizen of the Year Committee	Gary Bakken	12-31-21
Commercial Beautification	Gary Bakken	12-31-21
Finance Committee	Todd Roggenkamp	12-31-21
Finance Committee	Rebecca Ball	12-31-21
Fire Representative	Todd Roggenkamp	12-31-21
Heartland Cable	Michael Moroni	12-31-21
	Betty Durand	12-31-21
Mileage Reimbursement	IRS rate which is currently	\$0.575/mile
Official Depository	Pine River State Bank	
Official Newspaper	Pine and Lakes Echo Journal	

		<u>Term</u>
Park and Recreation	2 <sup>nd</sup> Thursday, 5:00pm	
Park and Recreation Liaison	Gary Bakken	12-31-21
Personnel Committee	Michael Moroni	12-31-21
Personnel Committee	Rebecca Ball	12-31-21
Police Liaison	Michael Moroni	12-31-21
Planning Commission	2 <sup>nd</sup> Tuesday 7:00 pm	
Planning Commission Liaison	Mark Miller	12-31-21
Planning Commission	<b>Lee Brisbin (Recommended)</b>	12-31-22
Planning Commission	Roger Theis	12-31-23
Public Works Liaison	Mark Miller	12-31-21
Roads Committee	Mark Miller	12-31-21
Roads Committee	Michael Moroni	12-31-21

BE IT FURTHER RESOLVED that said appointments periodically need to be made throughout the year as Committee, Commission, and Board members resign or as other needs become apparent. In addition, appointments of consultants may need to be made. Appointments can be filled, as needed, by a majority vote of the council. The Mayor may fill in as an alternate on any committee or position.

BE IT FURTHER RESOLVED that regularly scheduled meetings can be adjusted from time to time by a motion of the body, providing notice is posted concerning the change.

Mark Miller ____	Rebecca Ball ____
Todd Roggenkamp ____	Michael Moroni ____
Gary Bakken ____	

Adopted this 4th of January 2021

Attest:

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

\_\_\_\_\_  
Patrick Wussow, Clerk/ Administrator

**From:** Mark Miller <[mjtwmiller@protonmail.com](mailto:mjtwmiller@protonmail.com)>  
**Sent:** Thursday, December 31, 2020 8:11 AM  
**To:** Patrick Wussow <[pwussow@cityofbreezypointmn.us](mailto:pwussow@cityofbreezypointmn.us)>  
**Cc:** Todd R <[traphunt7005@gmail.com](mailto:traphunt7005@gmail.com)>  
**Subject:** RE: FW: organizational memo 01-2021

Patrick,

Please accept my resignation from the Planning and Zoning committee for the City of Breezy Point Effective Midnight, December 31st, 2020.

If you need anything further, please let me know.

Thanks for your time!

Mark Miller  
Capitol Capital Corporation

TO: The City of Breezy Point Mayor and City Council

FROM: Road Committee including  
Joe Zierden, Public Works Supervisor

DATE: December 30, 2020

RE: Road Committee Meeting



**1. Breezy Point and Ideal Township road maintenance agreement update**

Attached is the new joint maintenance agreement. It was adjusted slightly to account for changes in road surfaces, but is largely unchanged. It has worked well and benefits both jurisdictions. The new agreement with minor revisions is attached.

**Requested Action:** A recommendation to approve the Breezy Point and Ideal Township joint road maintenance agreement at the next City Council meeting would be appreciated.

**2. Road Grader purchase recommendation**

**Background:**

The current road grader is a 1996 CAT 135H with approximately 8,800 hours. It is used to maintain gravel roads in summer and plow 1/3 of city streets in winter. The Public Works CIP put its replacement 25 years which will be 2021 with \$325,000 budgeted. The replacement machine was specified to have AWD and front snowplow which is different from the old machine, but is otherwise set-up similar to the current machine with more modern controls/features. The addition of AWD and front snowplow should increase efficiency in snowplowing considerably, while making the machine more attractive when it is replaced in the future. CAT and John Deere were both contacted to provide quotes and at this point only John Deere has provided quotes so far (\$323,359) and trade values (\$34,500). The John Deere quote is attached; while CAT is working on a quote.

**Requested Action:** A recommendation to purchase the John Deere 672GP for \$323,359 and sell the CAT 135H on sealed bid or trade for \$34,500 (whichever is greater) at the next City Council meeting would be appreciated.

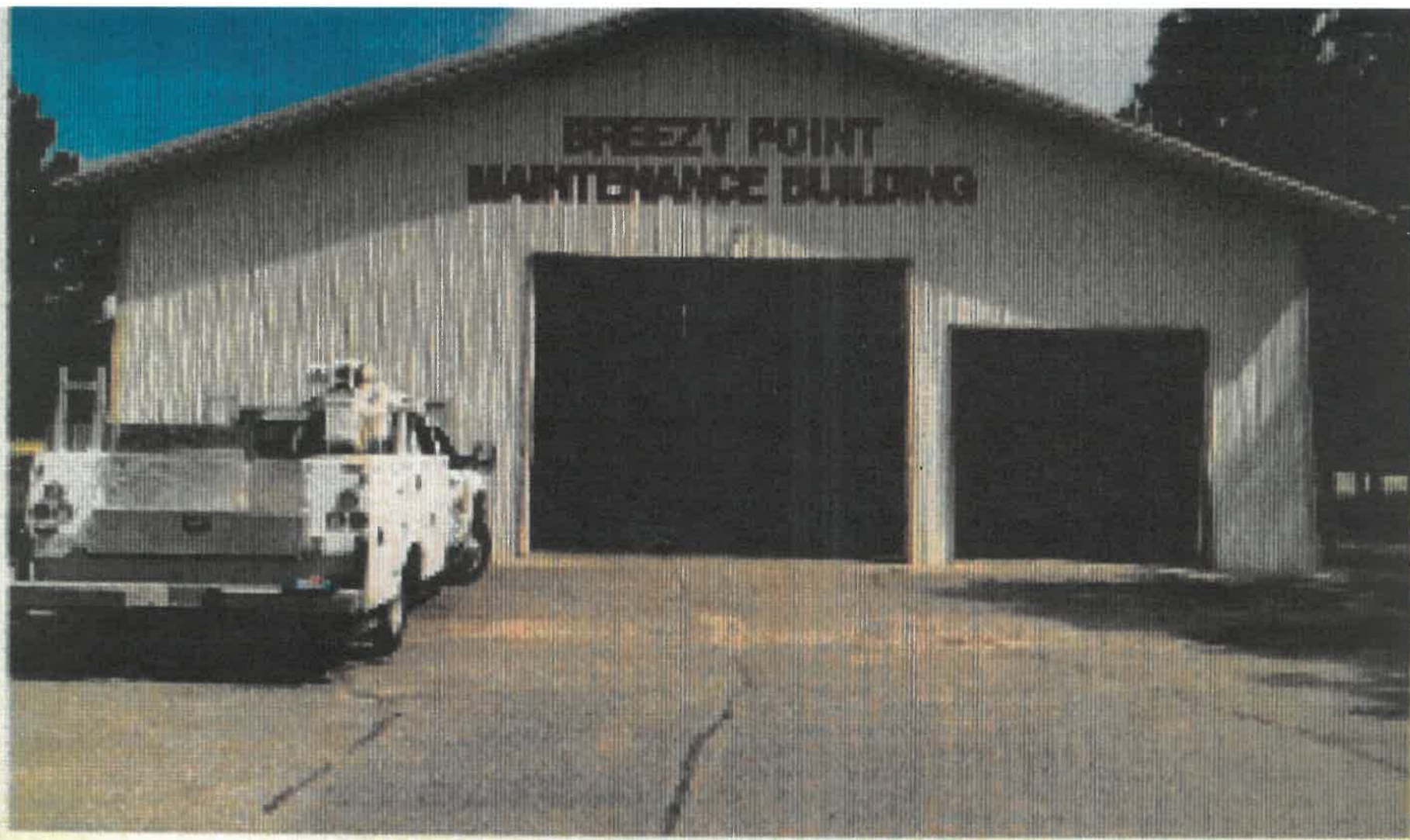
**3. 2020 Widseth Engineering street evaluation update**

**4. Review request for additional speed limit sign on West Street**

**Background:** I did contact M and R sign for price estimates on non-radar lighted solar signs are \$1,600 to \$2,000 and radar lighted solar signs are \$3,500 to \$4,000 depending on options.

**5. Other business for action in February or later months**

- a. Polaris Ranger replacement (\$10,000)
- b. Lift Station #4 2 volutes replacement (\$5,000)
- c. Lift Station #5 2 pumps replacement (\$17,000)
- d. Cooperative Road Project RFP for Breezy Point, Pequot Lakes, Ideal Township and Jenkins
- e. Breezy Point Maintenance Building lettering (\$4-5,000)








**BREEZY POINT  
PUBLIC SAFETY**

**(EXISTING LETTERS ARE BROWN,  
SUGGEST MAROON OR DARK GREEN)**

**BREEZY POINT  
MAINTENANCE BUILDING**

**BREEZY POINT  
MAINTENANCE BUILDING**



**Plastic Formed Letters  
18" High - 27 Colors  
Includes Drill Pattern  
\$1789 (good for 30 days)  
Installation - Est \$ \_\_\_\_\_**



**CITY OF BREEZY POINT AND IDEAL TOWNSHIP  
COUNTY OF CROW WING  
STATE OF MINNESOTA**

**PUBLIC WORKS SERVICES JOINT POWERS AGREEMENT**

This Agreement is made between the City of Breezy Point ("Breezy Point") and Ideal Township ("Ideal"),

WHEREAS, Ideal and Breezy Point desire to obtain certain public works services from each governmental unit; and

WHEREAS, Ideal and Breezy Point agree to furnish road maintenance and repair services for Buschmann Road, Ossawinimakee Road, Forest Knolls Road, Graf Road, Sunset Strip and Wild Turkey Trail on the terms and conditions set forth herein;

**NOW THEREFORE**, it is agreed as follows:

- I. **EFFECTIVE DATE:** This Agreement is made this 1<sup>st</sup> day of December 2020 and is effective upon adoption and execution by Breezy Point and Ideal.
- II. **PURPOSE:** The purpose of this Agreement is to provide the basis for and outline the terms and conditions upon which Breezy Point and Ideal will exercise public works services within the boundaries of the City and Township. Breezy Point and Ideal hereby agree to provide public works services for each entity and hereby engage each entity to provide such service in accordance with and subject to the terms of this agreement.
- III. **LEGAL BASIS:** This Agreement is made pursuant to Minnesota Statutes Section 471.59. Further, neither party waives its tort liability limits under Chapter 466 of the Minnesota Statutes.
- IV. **ADMINISTRATION AND SERVICES:** The administration of public works services under this Agreement shall be the sole responsibility of the appropriate officials of the City and Township. It is further agreed that the Ideal Board Chairman or his or her designee, shall confer with the Breezy Point Mayor or his or her designee, when requested by either party, on any matter relating to public works services being provided pursuant to this Agreement.

- V. **PERSONNEL POLICIES AND FRINGE BENEFITS:** All personnel used in providing public works service under this Agreement shall be and remain employees of each governmental unit.
- VI. **TERM OF AGREEMENT:** This Agreement shall be effective as of January 1, 2021 and shall continue to December 31, 2026. This Agreement shall be in effect as determined above unless terminated by either party. Termination of the Agreement by either party shall be effective by serving the other party with a written notice of termination not less than ninety (90) days prior to the date of termination of the Agreement. Either party, at its option, may terminate the Agreement as set forth above if the other party fails to comply with the terms and conditions of this Agreement. The parties also agree that this Agreement may be renewed on an annual basis upon agreement of both parties. Renewal of the Agreement may be by written resolution of both parties prior to expiration of the Agreement term.
- VII. **ASSUMPTION OF LIABILITY:**
1. Breezy Point agrees to assume all liability for Breezy Point's personnel arising out of public works services performed pursuant to this Agreement and Ideal agrees to assume all liability for Ideal personnel arising out of services performed pursuant to this Agreement.
  2. Each party agrees that the acts of its employees and agents for any activity other than public works services identified herein shall be its responsibility and each party indemnifies the other from any claims arising out of non-public works activities caused by each party.
  3. Breezy Point shall not be deemed to assume any liability for intentional misconduct of Ideal Township personnel or any agent or employee thereof. Ideal Township shall defend Breezy Point, its officers, employees, and agents against, indemnify and hold Breezy Point harmless from any claim for damages resulting from the performance of the services by Ideal Township under this Agreement.
  4. Ideal shall not be deemed to assume any liability for intentional misconduct of Breezy Point's personnel or any agent or employee thereof. Breezy Point shall defend Ideal, its officers, employees, and agents against, indemnify and hold Ideal harmless from any claim for damages resulting from the performance of the services by Breezy Point under this Agreement.

5. Breezy Point and Ideal shall maintain comprehensive municipal liability coverage and automobile liability coverage in an amount equal to or greater than the maximum liability applicable to municipalities under Minnesota Statutes, Section 466.04, subd. 1., as amended. Breezy Point and Ideal shall add the other party as an additional insured to its liability coverage for claims that may arise under this agreement Breezy Point and Ideal shall also maintain workers' compensation insurance on their employees performing services under this agreement.
6. Under no circumstances shall a party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.

VIII. **SCOPE AND DESCRIPTION OF SERVICES:**

**BY CITY OF BREEZY POINT**

Winter	Buschmann Road (shared portion .5 miles) .....	Summer and
	Buschmann Road (Ideal portion .2 miles) .....	Winter
	Wild Turkey Trail (Ideal portion .2 miles) .....	Winter

**BY IDEAL TOWNSHIP**

Winter	Ossawinimakee Road (shared portion .7 miles) .....	Summer and
	Graf Road (.1 miles) .....	Summer and Winter
	Sunset Strip (.2 miles) .....	Summer and Winter
	Forest Knolls (.1 miles) .....	Summer and Winter

**MAINTENANCE RESPONSIBILITIES**

1. **Winter Maintenance:** Plowing and sanding
2. **Summer Maintenance:** Mowing and minor pothole repairs
3. **Materials:** Materials put on line roads will be a cost-share project. Any materials put on a line-share road must be done with the approval of both

the City Council and the Township Board. If approval is not given, cost-share materials can be denied.

4. **Minor Repairs:** Minor pot holes or shouldering repairs to be done by each perspective entity.
5. **Repairs:** Road surface and shoulders will be done by joint agreement for entire roadway with costs split in proportion to road ownership.
6. **Tree Removal:** Removing trees from the road right-of-way as needed to avoid interference with travel, maintenance, or safety will be the responsibility of the entity who owns the road on that portion in which the trees are located.

IN WITNESS THEREOF, the parties hereto have executed this agreement the day first above written.

CITY OF BREEZY POINT

IDEAL TOWNSHIP

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: Town Board Chair

By: \_\_\_\_\_  
Its: City AdministratorClerk

By: \_\_\_\_\_  
Its: Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **CITY OF BREEZY POINT ROAD RATING REPORT**

**FOR**

**BREEZY POINT, MINNESOTA**

December 28, 2020

By

**WIDSETH**

Baxter, MN 56425

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## STATEMENT OF PURPOSE

The City of Breezy Point requested that Widseth for a visual street condition survey of approximately 40 miles of bituminous and 16 miles of gravel streets within the City limits. The purpose of this assessment is to get an indication of the pavement condition by visually classifying the bituminous and gravel surfaces of the city streets using a road rating system. No minimum maintenance road was rated for this study. This information will be categorized and compiled into the lengths and condition of each road for the city to gain perspective and a first look on future maintenance and budget needs.

## SURFACE RATING SYSTEM USED

In performing a road rating evaluation looking at the condition of the surface cracking existing on a road provides good information to determine where the pavement's life cycle is at. Flexible bituminous asphalt pavement cracking is predictable and different types of cracking are indicators of possible problems within the pavement mixture (oil stripping), subgrade (longitudinal, block and alligator cracking), and drainage (potholes, wide cracks). For this study we used a 1-7 rating; 1-5 for the bituminous surface roadways and 6-7 for gravel surfaced roads. Attaching the type of construction or maintenance proposed for each rating level can be used to estimate costs and establish budgets for future needs. The aggregate road surface rating would be a good indicator as to the level of construction that may be needed in the future if the roadway was to be paved.

The road condition rating that was used for this study is as follows:

- 1 New or Nearly New** – 1- 4 years – crack seal
- 2 Thin Overlay** – Some crack seal and minor patching with overlay (chip seal)
- 3 Major Overlay** – up to 20% patching and crack sealing with overlay (1-1/2" bituminous wear course)
- 4 Reclaim** – Full Depth Reclamation (FDR) – material left in place with up to 2" Class 5 aggregate added and 2" bituminous wearing course
- 5 Reconstruction** – FDR, subgrade excavation repairs, 4-5" added Class 5 aggregate and 2" bituminous wearing course
- 6 Gravel (good)** - 2" added Class 5 aggregate and 2" bituminous wearing course
- 7 Gravel (poor)** - subgrade excavation repairs, 4-5" added Class 5 aggregate and 2" bituminous wearing course

## ROAD CONDITIONING RESULTS

During the last week of September 2020 all the bituminous asphalt surfaced and aggregate surfaced roads in the city were driven and evaluated using the rating system described above. Two evaluators were used and each road rating was agreed to for accuracy and consistency in ratings. The overall rating and lengths of all the roads can be found listed in the Appendix and the total lengths and rating are summarized below:

Length & Rating Summary		
	<u>Average Rating</u>	<u>Length (Feet)</u>
Total Paved Surface Roads	2.2	227,712
Total Gravel Surface Roads	6.3	80,381
Total All Roads		308,093

Paved Surface Roads			
<u>Rating</u>	<u>Total Length</u>	<u>% of Paved Roads</u>	<u>% of All Roads</u>
1	22,933	10.1%	7.4%
2	135,334	59.4%	43.9%
3	17,825	7.8%	5.8%
4	35,660	15.7%	11.6%
5	15,960	7.0%	5.2%
		100.0%	73.9%

Gravel Surface Roads			
<u>Rating</u>	<u>Total Length</u>	<u>% of Gravel Roads</u>	<u>% of All Roads</u>
6	63,625	79.2%	21%
7	16,756	20.8%	5%
		100.0%	26%

## **CONCLUSIONS**

The City's paved and gravel roads overall are in fair to good condition. The condition of the roads is representative of good sub soils (mostly sand), drainage and maintenance. Maintaining a quality maintenance and reconstruction program along with the good sub surface conditions should aid in controlling replacement costs as compared to other cities with less favorable conditions.

# APPENDIX

## ROAD RATING LIST

<b>Paved Roads</b>	<b>Length (ft)</b>	<b>Rating</b>
Bluebird Lane	1,060	5
Buschmann Road	12,500	5
Delwood Drive	2,400	5
<b>Total Length Raing 5</b>	<b>15,960</b>	
Bear Drive	1,550	4
Camp Lora Place	620	4
Circle Drive	2,320	4
Cross Street	220	4
Nickel Road	3,860	4
Nickel Woods Circle	1,390	4
Piney Way	940	4
Ranchette Drive -(Ski Chalet/Buschmann)	5,575	4
Red Oak Lane	1,620	4
Sand Beach Drive	890	4
Thrane Drive	2,785	4
Timberlane Point	5000	4
Wildwood Lane	5,890	4
West Street	3000	4
<b>Total Length Raing 4</b>	<b>35,660</b>	
Dove Street	7,700	3
Dove Street	1,300	3
Humming Bear Lane	2,130	3
Northwoods Lane	4,860	3
Pelican Woods Way/Cemetary	1,835	3
<b>Total Length Raing 3</b>	<b>17,825</b>	
Airport Road	3,700	2
Apache Circle	499	2
Autumn Lane	592	2
Bayview Place	330	2
Belgian Drive	3,235	2
Bittersweet Circle	570	2
Blackhawk Circle	650	2
Breezy Point Boulevard/Lane	1,825	2
Breezy Point Drive (north)	2,630	2
Breezy Point Drive (south)	4,000	2
Canary Lane	920	2
Cherokee Trail	2,850	2
Chickasaw Circle	1,805	2
Choctaw Circle	1,050	2
Crow Circle	436	2
Dakota Drive	608	2
Douglas Drive	320	2
Douglas Way	600	2
Eagle Lane	3,550	2
East Street	2,310	2
Edgewater Farms Road	1,250	2

# ROAD RATING LIST

<b>Paved Roads</b>	<b>Length (ft)</b>	<b>Rating</b>
Fallen Leaf Circle	740	2
Fifth Avenue	1,300	2
Four Seasons Place	1,651	2
Fox Loop	780	2
Gopher Lane	970	2
Green Scene Drive	4,728	2
Harvest Court	420	2
Harvest Road	2,715	2
Hillside Pass	650	2
Huron Circle	360	2
Lake Shore Drive	3,730	2
Lakeview Drive	6,150	2
Mohican Circle	1,500	2
North Birchwood Drive	1,240	2
North Drive	1,150	2
North Spruce Drive	1,320	2
Northwoods Circle	180	2
Old County Road 39	1,470	2
Oriole Circle	1,680	2
Osceola Circle	1,010	2
Ottawa Trail	2,895	2
Ouray Drive	336	2
Owl Circle	135	2
Percheron Drive	2,410	2
Poplar Drive	510	2
Pueblo Circle	1,085	2
Ranchette Drive (Ski Chalet-south)	10,300	2
Red Pine Drive	774	2
Rice Creek Drive	270	2
Robin Lane	1,520	2
Robinhood Lane	2,540	2
Rolling Oaks Trail	780	2
Russ Court	310	2
Scenic Overlook Drive	4,060	2
Shoreview Lane	2,550	2
Sioux Drive	2,260	2
Ski Chalet Drive (East)	6,550	2
Ski Chalet Drive (West)	2,550	2
Snowman Circle	270	2
Sparrow Drive	2,300	2
Suffolk Drive (South)	2,575	2
Summer Drive	5,089	2
Terminal Road	3,520	2
Weavers Point Road	3,960	2
White Overlook Drive	2,450	2
Wildwood Court	418	2

## ROAD RATING LIST

<b>Paved Roads</b>	<b>Length (ft)</b>	<b>Rating</b>
Winter Trail	3,048	2
Wolf Lane	900	2
Wren Drive	1,130	2
Yuma Circle	365	2
<b>Total Length Raing 2</b>	<b>135,334</b>	
Agate Way	540	1
Aztec Circle	457	1
Beverly Drive	928	1
Creek Circle	770	1
Graf Road	750	1
Navaho Trail	3,843	1
North Pinewood Drive	1,120	1
North Star Drive	325	1
Ossawinnamakee Road	4,100	1
Papago Circle	1,065	1
Pawnee Circle	1,000	1
Pima Circle	763	1
Public Boat access	358	1
Suffolk Circle	1,246	1
Suffolk Drive (North)	1,476	1
Sunset Strip	650	1
White Birch Drive	3,138	1
Zuni Circle	404	1
<b>Total Length Raing 1</b>	<b>22,933</b>	
<b>Total Paved Roads</b>	<b>227,712</b>	
<b>Miles</b>	<b>43.1</b>	

## ROAD RATING LIST

Gravel Roads Roads	Length	Rating
Arapaho Circle	320	7
Ash Avenue	2,205	7
Birch Lane	932	7
Blackbird Lane	670	7
Catskill Drive	1,750	7
Deer Path Lane	636	7
Dewdrop Circle	327	7
East Street	544	7
Fourth Avenue	1,302	7
Golfwoods Lane	512	7
Hilltop Drive	1,425	7
O'Donnell Road	2,900	7
Rabbit Drive	1,125	7
Southbay Lane	1,012	7
Sun Valley Drive	1,096	7
<b>Total Rating 7</b>	<b>16,756</b>	
Alpine Drive	3,010	6
Blue Ridge Drive	3,720	6
Cedar Street	2,640	6
Center Drive	1,832	6
Channel Road	2,700	6
Darner Lane	279	6
Delaware Trail	1,217	6
First Avenue	1,293	6
First Circle	132	6
First Street	634	6
Flower Trail	1,635	6
Forest Place	1,170	6
Forest Place Circle	245	6
Golden Butternut Lane	1,911	6
Golfwoods Circle	292	6
Liza Dell Drive	2,320	6
Logging Lane	1,297	6
Maya Circle	557	6
Orchid Lane	1,388	6
Pine Circle	603	6
Raccon Lane	4,650	6
Rainer Drive N	1,325	6
Rainer Drive S	2,150	6
Second Avenue	1,278	6
Shady Trail	4,465	6
Shasta Drive	1,330	6
Southview Drive	1,200	6
Spring Loop	1,560	6
St Moritz Blvd	540	6
Sunny Lane	2,043	6

# ROAD RATING LIST

Third Avenue	1,291	6
Thrane Drive	6,097	6
Traders Pass	535	6
Verna Dell	564	6
Violet Lane	2,072	6
White Overlook Drive	3,650	6
<b>Total Rating 6</b>	<b>63,625</b>	
<b>Total Gravel Roads</b>	<b>80,381</b>	
<b>Miles</b>	<b>15.2</b>	

TO: City of Breezy Point Mayor and City Council  
Members

FROM: Patrick Wussow, City Administrator/Clerk

RE: Cooperative Road Project with the City of Pequot  
Lakes, Ideal Township, and Jenkins Township

DATE: December 29, 2020



The four local governments of Ideal Township, Jenkins Township, City of Pequot Lakes, and the City of Breezy Point have been discussing the potential of a cooperative road project. To cooperatively rebuild Buschmann Road, Nelson Road, Akerson Road, and Wild Acres Road in their respective communities with the goal that Crow Wing County would accept the roads. It is understood that the traffic using these roads includes local traffic and a substantial amount thru traffic and heavy trucking from adjacent gravel pits. In 2019 each community adopted a resolution to acknowledge the potential of working together. In each of the resolutions the local government identified the total distance of roadway being discussed.

Total approximate centerline length of all roads = 68,200 feet  
Frontage in Breezy Point = 19,700 feet (28.9%)  
Frontage in Ideal Township = 13,640 feet (20.0%)  
Frontage in Pequot Lakes = 31,000 feet (45.4%)  
Frontage in Jenkins Township = 3,860 feet (5.7%)

The group along with Crow Wing County created a Request For Proposals (RFP) to lay the ground work to move forward on a cooperative project.

The County Engineer has indicated that they would only consider taking on the roads only if they are built to County State Aid Road Standards. That means a ten-ton road with 12' driving lanes and 6' paved shoulders all within a 100' right of way. Most of the existing road do not have a right of way but operates on a prescriptive easement and 20-22' of total pavement with little to no shoulders.

#### The RFP Process

Three RFP's were received from:

Bolten & Menk  
Widseth  
WSB

Interviews were conducted during the morning of December 22, 2020. Each of the four local governments was represented or watched recordings of the interviews. Each of the Engineering firms put considerable effort in responding to the 20 page RFP. The Committee members met after the interviews and discussed each presentation. The representatives from the cooperative communities were confident that each of the

Engineering firms was capable of completing the requested tasks based upon their submitted responses and interviews. When evaluating the engineering firms presentation consideration was given based on the following factors and corresponding scale:

1. Expressed understanding of project scope/objectives.....	20%
2. Quality and technical evaluation of the proposal, project approach, methodology, and the use of Technology/Innovation.....	20%
3. The experience and qualification of the project manager and team members.....	20%
4. Quality of the work plan and project schedule.....	20%
5. <u>Overall not to exceed cost (Phase 1) .....</u>	<u>20%</u>
	100%

Cooperative Committee recommends Bolton & Menk

Action Requested

The City of Breezy Point Road Committee recommends entering into an agreement with Bolton & Menk to conduct Phase One Engineering from the Cooperative Road Project RFP submitted on December 1, 2020 in the amount of \$102,526.00 of which Breezy Point's share is 28.9% or \$29,630.00. Additionally, staff request authorization to submit a request for a Sourcewell grant up to \$10,000.00. This grant should reduce the City of Breezy Points expense by \$10,000.00 for a total expense of \$19,630.00



## **DIVIDEND ANNOUNCEMENT**

**December 2, 2020**

Enclosed is a check for your share of the \$5.7 million dividend being returned to members of the League of Minnesota Cities Insurance Trust's property/casualty program. Also enclosed is your dividend history and an information sheet showing the data used to calculate your dividend. Your agent will also receive this information, and we encourage you to share it with your city council or other governing body.

### **Dividend Amount**

This year's dividend is based on losses experienced by members, actuarial projections, investment results, legislative and coverage changes, reinsurance costs, and the Trust's long-term strategic direction. Reductions in actuarial projections on old property/casualty claims and unrealized capital gains in our investment portfolio helped build our fund balance. This, along with increasing our property and liability reinsurance retentions, allowed us to keep overall property/casualty premium rates flat this year. At the same time, we've been able to maintain a fund balance strong enough to hedge against the uncertainty associated with COVID-19, cyber, police liability, property, and other variables we expect to see from year to year.

### **Dividend Formula**

Dividends are calculated based on a formula that recognizes members with a longer history of coverage with the Trust and greater success in avoiding and controlling claims. Your share was determined based on the calculations shown on the enclosed information sheet.

Thank you for your continued membership with the Trust. We appreciate your confidence and the chance to partner with you to serve your community. Feel free to contact either of the following individuals if you have any questions, comments, or need additional information.

Dan Greensweig, Trust Administrator  
[dgreensweig@lmc.org](mailto:dgreensweig@lmc.org)  
(651) 281-1291

Laura Honeck, Trust Operations Manager  
[lhoneck@lmc.org](mailto:lhoneck@lmc.org)  
(651) 281-1280

### **The League of Minnesota Cities Insurance Trust Board of Trustees**

Jake Benson, Councilmember, Proctor  
Dave Callister, City Manager, Plymouth  
Clint Gridley, City Administrator, Woodbury  
Anna Gruber, City Administrator, Sartell

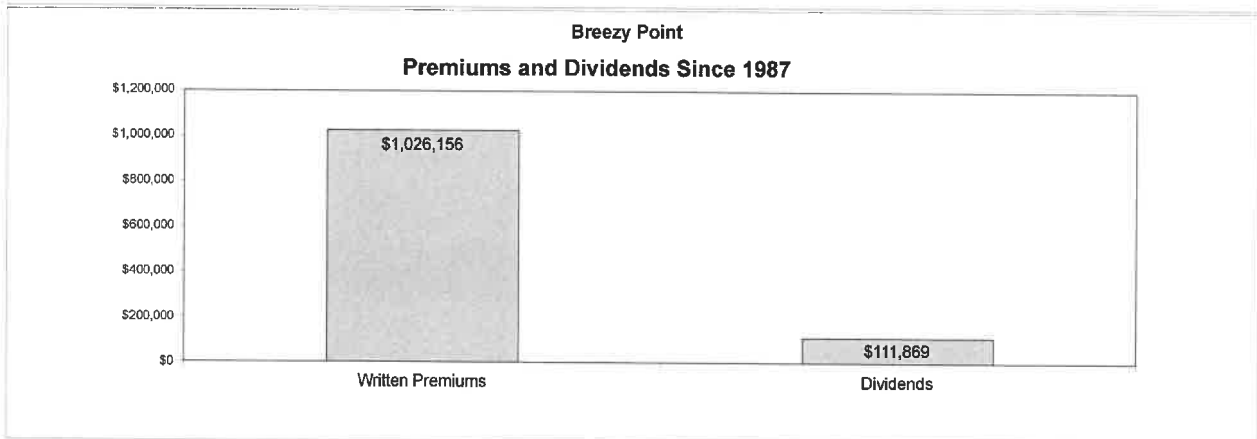
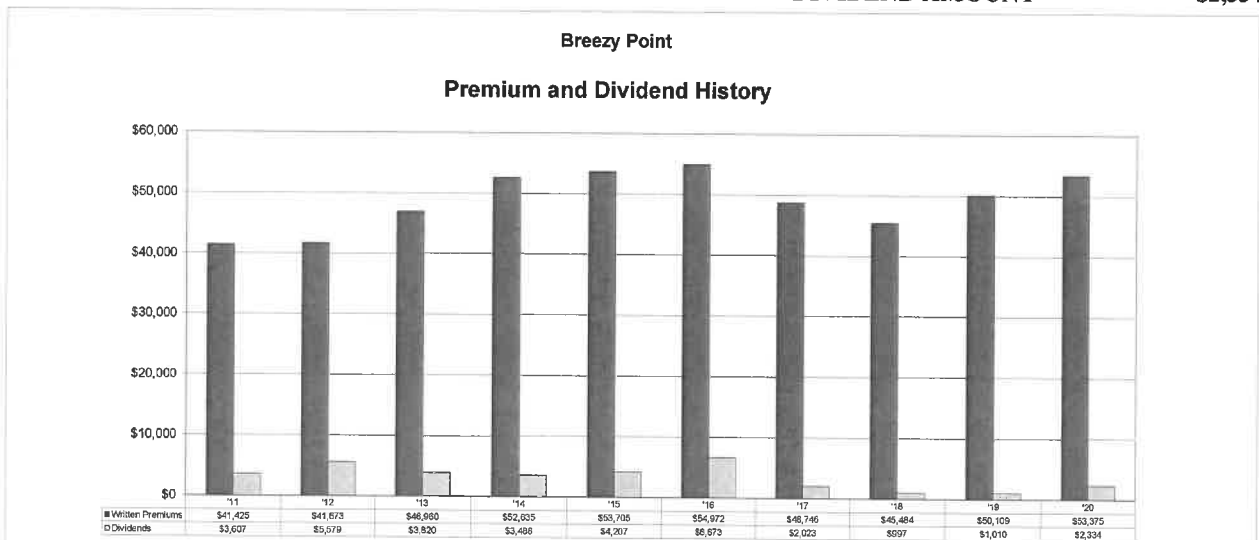
D. Love, Councilmember, Centerville  
Dave Unmacht, Executive Director, LMC  
Alison Zelms, Deputy City Manager, Mankato

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST**  
**PROPERTY/CASUALTY**  
**2020 DIVIDEND CALCULATION**  
**AT MAY 31, 2020**

**Primary Source Ins Agency**  
*Po Box 328*  
*Owatonna MN 55060-0328*

**Breezy Point**  
*8319 County Road 11*  
*Breezy Point, MN 56472-3114*

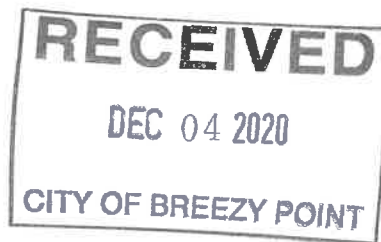
**GROSS EARNED PREMIUM** **\$814,873**  
**ADJUSTED LOSSES** **\$525,053**  
**MEMBERS DIVIDEND PERCENTAGE** **0.00040946000**  
**DIVIDEND AMOUNT** **\$2,334**



The "gross earned premium" figure is the member's total earned premiums as of May 31, 2020 for the past 20 years. This is the premium figure that's used in the dividend calculation.  
The "2020 written premium" figure is the member's total premium for the member's most recent renewal prior to May 31, 2020 (for most members, only a portion of that 2020 written premium would be earned as of May 31, 2020).



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Brainerd, Minnesota 56401  
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1-800-648-9401  
Fax: 218-825-2209  
Web Site: [www.cwpower.com](http://www.cwpower.com)

*"This institution is an equal opportunity provider."*

A Touchstone Energy® Cooperative 

November 30, 2020

City of Breezy Point  
8319 CR 11  
Pequot Lakes MN 56472-3114

Members of the City Council:

The Crow Wing Power Board of Directors met in November to review the cooperative's municipal meter relief program and decided to continue the program for another year. Although the program has been underway for many years, it is evaluated by the board annually. Under the municipal meter relief program, the City of Breezy Point currently has 14 meters that the cooperative is forgiving the normal monthly service fee. In 2020 alone, the City of Breezy Point will have saved \$4,032 under this program. In the past 25 years, you have saved \$43,208.

Thanks for your membership with Crow Wing Power!

Sincerely,



Bob Kangas  
Board President

To Breezy Point Services  
From Bud and Jan Smith  
30124 Circle Drive 56472  
Breezy Point Minn.

JASON  
JOSEF  
NATE

All,

We are writing this letter to express our gratitude for the professionalism from your team we witnessed during the two medical events at our home.

The first responder was we believe Jason that evaluated Jan and determined that she should be transported to the Brainerd hospital,

Roughly a week later, I required the services of the same team of medical support, our home was full of first responder's and all, of their equipment, again, a transport to Brainerd hospital was required, we had wondered what the response time would be after a 911 call was made from our home we found out, about 3 minutes.

The first responder's were all exceptional in their take over and execute procedures.

Thankfully, medically we are both fine. But we want to acknowledge the support we received from all your teams.

Paul Van  
Smith