

CITY COUNCIL AGENDA **MONDAY, NOVEMBER 18, 2019** 7:00 P.M.

- 1. CALL TO ORDER
- 2. **ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE
- 4. ADDITIONS OR CORRECTIONS TO AGENDA
- 5. DISCUSSION FROM THE FLOOR
- 6. CONSENT AGENDA:
 - A. Approval of Minutes November 4, 2019
 - B. Disbursements
 - 1. General Operations Disbursement Claim No. 19-19 \$329,505.39
 - C. Approval of Right of Way Application CenturyLink
 - D. LMCIT Insurance Tort Limit Acceptance
 - E. Resolution 19-38 Establishing Precinct and Polling Location for 2020 Election Year
 - F. Resolution 19-39 Amending 2019 General Fund Budget
 - G. Contractor's Request for Payment No. 2 2019 Sanitary Sewer Lining Project
 - H. Contractor's Licenses
 - I. Sign Permit
 - J. Correspondence
- 7. POLICE REPORT
- 8. CODE ENFORCEMENT REPORT
- 9. PARKS AND RECREATION REPORT
- ORDINANCES AND/OR RESOLUTIONS 10.
 - A. Resolution 19-40 Certifying Delinquent Accounts Anoka County
 - B. Resolution 19-41 Certifying Delinquent Accounts Ramsey County
- 11. **UNFINISHED BUSINESS**
 - A. Anoka County 2020 Agreement for Residential Recycling Program
- 12. **NEW BUSINESS**
 - A. Approve 2019 Amended and Restated Joint Powers Agreement For A Coalition of Metropolitan Communities
 - B. Approval of Joint Powers Agreement with City of Mounds View for Building Inspection Services
 - C. Approval of 2020 Recycling Budget
 - D. Approval of 2020 Public Utilities Budget
 - E. Award Contract for 2019 Garfield Pond Improvement Project
 - F. Authorization to Purchase Park Equipment for Terrace and Able Parks
 - G. Authorization to Purchase Code Enforcement Vehicle
 - H. Approve Rooftop Unit at 8466 Central Avenue NE
- 13. ENGINEER'S REPORT
- ATTORNEY'S REPORT 14.
- 15. REPORTS
 - A. Administrator Reports
- OTHER 16.
- 17. **ADJOURN**

SEE REVERSE SIDE FOR RULES FOR PUBLIC HEARING AND DISCUSSION FROM THE FLOOR

RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS

DISCUSSION FROM THE FLOOR

- Discussion from the floor is limited to three minutes per person. Longer presentations must be scheduled through the Administrator, Clerk/Treasurer's office.
- Individuals wishing to be heard must sign in with their name and address. Meetings are video recorded so individuals must approach the podium and speak clearly into the microphone.
- Council action or discussion should not be expected during "Discussion from the Floor." Council may direct staff to research the matter further or take the matter under advisement for action at the next regularly scheduled meeting.

PUBLIC HEARINGS

The purpose of a public hearing is to allow the City Council to receive citizen input on a proposed project. This is not a time to debate the issue.

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes. In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.
- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council was held on November 4, 2019 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

1. Call to Order

Mayor Nelson called the meeting to order at 7:00 P.M.

2. Roll Call

Members Present:	Councilmembers Wendling, Delfs, Goodboe-Bisschoff, Dircks and Mayor Nelson
Members Absent:	None
Staff Present:	Police Chief Ebeltoft; Public Works Director Randall; Building Inspector Baker; Attorney Thames; Parks and Recreation Director Okey; Administrator Buchholtz and Executive Assistant Gooden
Visitors:	John Tolson, 830 81 st Avenue NE Phil Hoey, Hy-Vee

3. Pledge of Allegiance

4. Additions or Corrections to Agenda

Administrator Buchholtz requested that Item 11A. Approve Anoka County Agreement for Residential Recycling Program 2020 – Select Committee on Recycling and Environment (SCORE) be tabled until the November 18, 2019 City Council meeting.

5. Discussion From The Floor - None

6. Consent Agenda:

Mayor Nelson reviewed the following Consent Agenda items:

- A. Approval of Minutes October 21, 2019
- B. Budget to Date (September) / Statement of Fund Balance
- C. Proclamation Domestic Violence Month October 2019
- D. Right of Way Application Xcel Energy
- E. City Administrator Performance Evaluation Statement
- F. MNSPECT Spring Lake Park Billing October 2019
- G. Contractor's Licenses
- H. Sign Permit
- I. Correspondence

MOTION BY COUNCILMEMBER WENDLING TO APPROVE THE CONSENT AGENDA. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

7. Public Works Report

Public Works Director Randall reported that the Public Works Department has been collecting garbage and recycling in the parks on a daily basis. He reported that the Department removed the fountain from Triangle Park and have blown out all the sprinkler lines for the winter as well as finishing patching the streets. He stated that street sweeping will start on November 6, 2019, weather dependent, and will take approximately one week to complete.

Mr. Randall reported that the sewer lining project is taking place and completion should be within the next week. He reported that the Department has been working on preparing the equipment for the winter season and have checked and drained the fire hydrants for the winter.

Mr. Randall reported that he met with the League of Minnesota Cities regarding the insurance claim from the chlorine leak at the Arthur Street Water Treatment plant.

Councilmember Goodboe-Bisschoff inquired on the dollar amount of the insurance claim. Mr. Randall reported that he estimated the claim to be \$275,000 since there will be repairs to the control panels, electrical outlets and various pieces of equipment.

8. Ordinances And/Or Resolutions

A. Approval of Ordinance 458, Amending Ordinance No. 440, An Ordinance Amending The Official Zoning Map Of The City of Spring Lake Park And Creating A New Planned Unit Development District

Administrator Buchholtz reported that Hy-Vee has made application with the City of Spring Lake Park for an amendment to their PUD ordinance to permit a 60 foot-pylon sign at the northwest corner of the property. He stated that the PUD ordinance restrict signage height to City Code standard, which is 25 feet in height. He stated that Hy-Vee is stating that due to the elevation of the land, existing site tree/vegetation, the County Highway 10 overpass in the area, and the proportion of the site in comparison to the sign, a 60-foot sign is warranted. He stated that Hy-Vee also requested the ability to place signage on the pillars of the "Aisles Online" canopy.

Administrator Buchholtz stated that staff did not feel these proposed changes fell within the administrative authority granted under Ordinance 440, and requested a formal application from Hy-Vee for Planning Commission/City Council discussion and action.

Administrator Buchholtz reported that the Planning Commission held a public hearing on the application. He stated that the City Planner has recommended an increase in the height of the pylon sign to 35 feet. He reported that the Planner also recommended denial of the pillar signage, noting that it was unacceptable and not in keeping with the overall tasteful design of the whole site and building. He stated that hearing no comments from the general public, the Planning Commission accepted the City Planner's recommendation.

Administrator Buchholtz reported that there was significant discussion about setting a precedent to other property owners to challenge the height of the sign. He stated that staff expressed its opinion that Hy-Vee is one-of-a-kind project and parcel in the City, governed by a specific PUD ordinance and that the proposed amendment would not set a precedent.

Councilmember Wendling inquired as to how far from the highway, entrances and exits the sign would be. Administrator Buchholtz reported that the sign would be placed within the Department of Transportation standards for safe placement of the sign.

Mayor Nelson inquired on the safety of the height of the sign should it ever fall down or onto traffic on the highway. Chief Ebeltoft stated that he had not viewed the plans or specifications. Administrator Buchholtz stated that the foundation of the of the sign is very large. Phil Hoey, Hy-Vee, stated that the sign footing is over 20 feet into ground and there is no chance of the sign falling over. He stated that the location of the sign would be setback from the highway and expressed that a larger, higher sign would be more beneficial than a smaller sign and the removal of existing trees on the property.

Councilmember Wendling inquired if the sign would encroach on the wetland area on the property. Administrator Buchholtz stated that the soil will be tested prior to installation.

Councilmember Wendling inquired how bright the sign would be and if it would be a dynamic sign. Mr. Hoey stated that it will not be a dynamic sign with changing graphics and will not be an overly bright sign.

Councilmember Delfs inquired on the height of the building. He stated that if the sign were 35 feet high, it would not be any higher than the actual building. Mr. Hoey stated that many Hy-Vee locations do not request a 60-foot-high sign but because the Spring Lake Park location sits lower than other buildings, he feels a taller sign would be beneficial.

Councilmember Goodboe-Bisschoff stated that the height requirement for sign in the City of Blaine is 50 feet. She noted that the height of the Legends of Spring Lake Park is 66 feet tall. She stated that she believes that Hy-Vee is a special project for Spring Lake Park and a tall sign would be beneficial.

Councilmember Dircks inquired what sign height would be needed if the trees were removed. Mr. Hovey stated that approximately 45 feet might work but a study would need to be done to see if that would be enough height.

Councilmember Goodboe-Bisschoff inquired for an explanation on the aisles online request as part of the PUD amendment. Mr. Hoey reported that there would be a small building, behind the gas station, that would allow customers to pick up their groceries that have been ordered online without going into the store. He stated that the request is to have signage on the pillars that hold the canopy for the pick-up area. He stated that the pillars would be red with white lettering. He stated that the area would allow for an easy in and out for the customers so there would be less congestion around the store.

The consensus of the Council was that they were all in agreement of the signage.

Mayor Nelson inquired on the height of the sign and if it would cause a distraction to drivers who might be looking up to read the sign. Chief Ebeltoft stated that the sign is designed to see at a distance and not necessarily to read as one is driving under it.

Councilmember Dircks inquired on the diameter of the base of the sign. Administrator Buchholtz stated that the diameter is approximately 12 feet wide and would not be a dynamic sign that changes graphics or colors.

Councilmember Dircks inquired if the amendment to the PUD would put any liability onto the City with future development sites. Attorney Thames stated that it would not and any new development would be evaluated individually.

Mr. Hoey stated that no trees would be removed from the site for the sign.

MOTION MADE BY COUNCILMEMBER DELFS TO APPROVE ORDINANCE 458, AN ORDINANCE AMENDING ORDINANCE NO. 440, AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SPRING LAKE PARK AND CREATING A NEW PLANNED UNIT DEVELOPMENT DISTRICT. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. New Business

A. Approve Anoka County Agreement for Residential Recycling Program 2020

MOTION MADE BY COUNCILMEMBER DELFS TO TABLE ANOKA COUNTY AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM 2020 UNTIL NOVEMBER 18, 2019 CITY COUNCIL MEETING. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Authorization to Purchase Snow Plow

Public Works Director Randall reported that he was seeking authorization to purchase a Boss V Snow Plow for the Parks, Sewer and Water Department. He stated that the plow will be used on the skating rinks and parking lot so that the snow can be carried farther and speeding up the snow plow operation. He reported that the plow will fit on the 2018 Chevrolet truck that he used to drive. He stated that he would like to make better use of this pickup.

Mr. Randall stated that he reviewed the State contract and found that Crysteel Equipment in Fridley is a dealer for this plow. He received a price for the plow of \$8,211.28 installed. He reported that Crysteel is six weeks out for installation and, if approved, he would like to get on the waiting list. He stated that the funds will be paid from the 2018 Equipment Replacement Certificate from the funds saved on other purchases.

Mayor Nelson inquired on the installation costs that were referenced on the invoice. Mr. Randall explained that there is a charge for the installation to the truck as well as to the subframe of the truck for the plow portion.

Administrator Buchholtz reported that the plow could also be used to plow the new Osborne Road Trail instead of the sidewalk machine being used. Mr. Randall concurred and started that the new trail width is eight feet and the new plow would be able to make a path that would be seven feet wide.

MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE PURCHASE OF SNOW PLOW IN THE AMOUNT OF \$8,211.28. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

12. Engineer's Report

Mr. Randall reported that he and Engineer Gravel staked out the clearing at the Garfield Pond project site to show where the new pipe will be placed.

13. Attorney's Report - None

14. Reports

A. Beyond the Yellow Ribbon Report

Mayor Nelson reported that he has been working with Family Services and the Beyond the Yellow Ribbon committee will be hosting a toy drop off for the holidays. He stated that a drop box for toys will be placed at City Hall and other various locations throughout the City. He reported that Kraus-Hartig VFW will host "Toys For Tots" this holiday season and will have drop boxes at the VFW.

15. Other

A. Administrator Reports

Administrator Buchholtz reported that negotiations with two of the three bargaining units are complete and two tentative agreements have been reached. He reported that a retirement party was held on October 31, 2019, for former Parks and Recreation Director Rygwall and many attended.

Administrator Buchholtz reported that he and Public Works Director Randall met with the League of Minnesota Cities regarding the insurance claim for the Arthur Street Water Treatment plant and are currently in the process of preparing quotes for the repairs that the insurance claim funds will not cover.

Administrator Buchholtz reported that he attended a meeting with the Cities of Fridley, Coon Rapids, Blaine and MnDOT regarding the Trunk Highway 47 and 65 safety audits. He stated that the cities will be working with MnDOT on improvements and also with them on an application for local funds that are available to cities for improvements.

Councilmember Goodboe-Bisschoff inquired if there was any new information regarding Osborne Road improvements. Administrator Buchholtz stated that there will be another meeting with the County Engineer in December to review comments and feedback from the open house that was held earlier. He stated that there are no plans for another open house for the public.

14. Adjourn

MOTION BY COUNCILMEMBER WENDLING TO ADJOURN. VOICE VOTE: ALL AYES. MOTION CARRIED.

The meeting was adjourned at 7:48 P.M.

Robert Nelson, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

CITY OF SPRING LAKE PARK CLAIMS LIST APPROVED AND PAID GENERAL OPERATIONS

Date: Oct 2019 Page: 1 Claim Res.#19-19

VOUCHER VENDOR

DESCRIPTION

AMOUNT

67029 ANOKA COUNTY GIS DEPARTMENT	SERVICE	17.50
67030 ASPEN MILLS	UNIFORM ALLOWANCE	25.70
67031 AXON ENTERPRISE, INC	DATA SERVICES	5,702.40
67032 BLAKE DRILLING CO., INC	WATER MAIN REPAIR: 8047 HAYES	4,669.00
67033 CINTAS	MATS	100.23
67034 CITY OF CIRCLE PINES	CAPITAL NOTES SERIES 2016A	13,275.36
67035 COMM-WORKS, LLC	PARK CAMERAS	850.00
67036 COON RAPIDS CHRYSLER	AUTO REPAIRS	79.21
67037 CORE & MAIN LP	PARTS/SUPPLIES	1,557.38
67038 DIAMOND VOGEL PAINTS	SUPPLIES	377.50
67039 ESS BROTHERS, INC.	SANITARY MH/STORM LID	1,043.00
67040 KAREN FISKE	MEMBERSHIP REIMBURSEMENT	199.00
67041 GO PERMITS LLC	REFUND BUILDING PERMIT	63.55
67042 GOLDEN VALLEY SUPPLY CO.	PARTS/SUPPLIES	253.45
67043 GOPHER STATE ONE-CALL INC	LOCATES	135.00
67044 HACH COMPANY	PARTS/SUPPLIES	1,067.98
67045 JOANN KLEIN	RECREATION REFUND	16.00
67046 LITIN PAPER, PKG & CONVERTING	SUPPLIES	208.00
67047 MANSFIELD OIL COMPANY	FUEL	814.28
67048 MICHELLE BOEDIGHEIMER	RECREATION REFUND	12.00
67049 CITY OF MINNEAPOLIS	APS TRANSACTIONS	200.70
67050 MINNESOTA HOME VENTURE INC	OVERPAYMENT FINAL WTR BILL	7.66
67052 MUNICI-PALS	CONFERENCE REGISTRATIONS	78.00
67053 NYSTROM PUBLISHING CO	NEWSLETTER	2,302.40
67054 PLUNKETT'S INC	PEST CONTROL	165.00
67055 SHERWIN WILLIAMS	PAINT	157.84
67056 SLP FIRE DEPARTMENT	FIRE PROTECTION	18,364.00
67057 STANTEC	ENGINEERING FEES	17,488.35
67058 U.S.T.I.	E-BILLING	0.40
67059 WASTE MANAGEMENT OF WI-MN	MONTHLY SERVICES	7,292.15
67060 XCEL ENERGY	MONTHLY UTILITIES	42.99
67061 AMERITAS	PAYROLL	44.92
67062 CENTRAL PENSION FUND	PAYROLL	780.00
67063 DEARBORN LIFE INSURANCE COMPANY	PAYROLL	439.59
67064 DELTA DENTAL	PAYROLL	1,598.60
67065 HEALTH PARTNERS	PAYROLL	15,278.34
67066 L.E.L.S.	PAYROLL	255.00
67067 LOCAL 49	PAYROLL	105.00
67068 NCPERS GROUP LIFE INS	PA	72.00
67069 ALL TRAFFIC SOLUTIONS	SPEED SIGN MOUNTS	157.50
67070 ALLIED BLACKTOP	CONTRACTOR FEES	23,242.69
67071 ASPEN MILLS	UNIFORM ALLOWANCE	1,355.72
67072 AT & T MOBILITY	MONTHLY SERVICES	516.85

CITY OF SPRING LAKE PARK	
CLAIMS LIST APPROVED AND PAID	
GENERAL OPERATIONS	

Date: Oct 2019 Page: 2 Claim Res.#19-19

VOUCHER VENDOR

DESCRIPTION

AMOUNT

67073 BARBARA PASS	RECREATION REFUND	75.00
67074 BAYLYE KNOBBE	RECREATION REFUND	75.00
67075 BEACON ATHLETICS	SUPPLIES	454.60
67076 BEAVERBROOK TRI-COUNTY SPORTSMA		350.00
67077 CITY OF BLAINE	SLP PROPERTIES/BLAINE WATER	1,231.48
67078 BUREAU OF CRIM APPREHENSION	CJDN ACCESS FEE	390.00
67079 CAROL OBERLANDER	RECREATION REFUND	28.00
67080 CENTERPOINT ENERGY	MONTHLY UTILITIES	280.94
67081 COON RAPIDS CHRYSLER	AUTO SERVICES/REPAIR	336.24
67082 CRISHA PUGH	RECREATION REFUND	116.00
67083 DALE WILLIAMS	RECREATION REFUND	75.00
67084 DAVE PERKINS CONTRACTING INC	STORM SEWER REPAIR	2,724.00
67085 DAWN & RICHARD YETTER	RECREATION REFUND	150.00
67086 DEBRA WOLFE	RECREATION REFUND	75.00
67087 DIANE & DENNIS MCNIFF	RECREATION REFUND	150.00
67088 GUNTIS DOMBROVSKIS	INSTRUCTOR RECREATION	80.00
67089 HYDRO KLEAN	SAN. SEWER LINING PJT	32,386.64
67090 INSTRUMENTAL RESEARCH INC	WATER TESTING	72.00
67091 JACKI WEIBYE	RECREATION REFUND	75.00
67092 JAMES & VIRGINIA WALKER	RECREATION REFUND	150.00
67093 JANE STANDISH	RECREATION REFUND	75.00
67094 JAY-KAY BUSINESS PROPERTIES LLC	REFUND COMMERCIAL CERTIFICATE	200.00
67095 LARRY & KATHLEEN RAFFENSPARGER	RECREATION REFUND	150.00
67096 LEE'S HEATING & AIR	SERVICES	425.00
67097 LINDA SIMON	RECREATION REFUND	75.00
67098 LOIS LEAVITT	RECREATION REFUND	75.00
67099 MARILYN TROOP	RECREATION REFUND	75.00
67100 MARY & JAMES FIGNAR	RECREATION REFUND	150.00
67101 DEANNA MILLER	INSTRUCTOR RECREATION	90.00
67102 MINNESOTA SAFETY COUNCIL	INSTRUCTOR RECREATION	540.00
67103 KAY OKEY	GUIDE FEES REIMBURSEMENT	2,922.80
67104 ON SITE SANITATION INC	RESTROOMS	132.00
67105 PATRICIA & CLARENCE GEVING	RECREATION REFUND	150.00
67106 PAULA WEDGER	RECREATION REFUND	75.00
67107 QUILL	SUPPLIES	124.95
67108 RICHFIELD BUS CO	BUS SERVICES	710.71
67109 RITA & ROGER JANKOWSKI	RECREATION REFUND	150.00
67110 SCHMIDT CURB COMPANY, INC	CURB REPLACEMENT 8047 HAYES	1,291.00
67111 TACTICAL SOLUTIONS INC	CERTIFICATION OF RADAR/LASER	258.00
67112 TAHO SPORTSWEAR	NAME PLATES	59.99
67113 VARIDESK LLC	CORNER DESKS	2,097.60
67114 CATHI WEBER	INSTRUCTOR RECREATION	60.00
67115 ANOKA COUNTY ATTORNEY'S OFFICE	ADMN FORFEITURE: MN Lic	68.65
COMPACT AND A COUNTRATION OF SUITICE		00.00

CITY OF SPRING LAKE PARK CLAIMS LIST APPROVED AND PAID GENERAL OPERATIONS

VOUCHER VENDOR

Date: Oct 2019 Page: 3 Claim Res.#19-19

DESCRIPTION

AMOUNT

67116 ASPEN MILLS	UNIFORM ALLOWANCE	971.55
67117 RANDY BROWN	AFLAC REFUND REIMBURSEMENT	13.99
67118 COMCAST	MONTHLY SERVICES	105.92
67119 CONNEXUS ENERGY	MONTHLY UTILITIES	283.34
67120 COLLEEN COYLE	SERVICES	275.00
67121 EMERGENCY AUTOMOTIVE TECHNOLOG		3,101.98
67122 GREENHAVEN PRINTING	RECYCLING MAILER	1,756.72
67123 I STATE TRUCK CENTER	RELAY-ELECTROMAGNETIC	6.13
67124 LAW ENFORCEMENT TARGETS	SUPPLIES	150.99
67125 MANSFIELD OIL COMPANY	FUEL	1,153.33
67126 MARTIN-MCALLISTER	PUBLIC SAFETY ASSESSMENT	550.00
67127 JILL MASON	INSTRUCTOR RECREATION	256.00
67128 MENARDS-CAPITAL ONE COMMERICAL		202.39
67129 METROPOLITAN COUNCIL	WASTE WATER SERVICES	49,464.84
67130 MHSRC/RANGE	SCHOOLS/CONFERENCES	1,190.00
67131 MINNEAPOLIS MENAGERIE WOMEN'S R	-	200.00
67132 MNSPECT	CONTRACTUAL AGREEMENT	9,893.97
67133 PERFECT 10 CAR WASH	AUTO SERVICES	39.95
67134 RILEY BUS SERVICE INC	BUS SERVICES	2,200.00
67135 STATE OF MINNESOTA	ADMN FORFEITURE: MN Lic	34.33
67136 STREICHER'S	VEST REPLACEMENT	1,083.00
67137 TAHO SPORTSWEAR	RECREATION SUPPLIES	450.80
67138 WALTERS RECYCLING REFUSE SERV	MONTHLY SERVICES	447.33
67139 WELLS FARGO CREDIT CARD	MONTHLY CREDIT CARD	29.22
67140 ANCOM TECHNICAL CENTER	INSTALLATION SERVICES	2,683.78
67141 ANOKA COUNTY	MEETING REGISTRATIONS	20.00
67142 BARTON SAND & GRAVEL CO	TANDEM DISPOSAL FEES	30.00
67143 CADY BUSINESS TECHNOLOGIES	RECREATION PHONE INSTALL	1,454.12
67144 COTTENS INC	SUPPLIES	193.48
67145 HYDRO KLEAN	WARRANY TELEVISING	6,253.95
67146 GARY KING	INSTRUCTOR RECREATION	640.00
67147 LAS MORRITAS REPOSTERIA	REFUND DUPLICATE PAYMENT	718.42
67148 MIKE LYNCH	INSTRUCTOR RECREATION	300.00
67149 M-R SIGN CO INC	SIGN	99.16
67150 MUNICIPAL PAVING PLANT	ASPHALT MIX	65.44
67151 OPG-3, INC.	CANNON SCANNER	4,690.00
67152 TASC	ADMIN FEES	343.91
67153 TRI STATE BOBCAT INC	WOOD CHIPPER	41,908.00
67154 USS MINNESOTA ONE MT LLC	SUBSCRIBED ENERGY	7,997.55
67155 AMERITAS	PAYROLL	75.56
67156 CENTRAL PENSION FUND	PAYROLL	780.00
67157 DEARBORN LIFE INSURANCE COMPANY	PAYROLL	439.59
67158 DELTA DENTAL	PAYROLL	1,598.47

CLAII	Date: Oct 2019 Page: 4 Claim Res.#19-19	
VOUCHER VENDOR	DESCRIPTION	AMOUNT
67159 HEALTH PARTNERS	PAYROLL	15,278.34
67160 L.E.L.S.	PAYROLL	255.00
67161 LOCAL 49	PAYROLL	105.00
67162 NCPERS GROUP LIFE INS	PAYROLL	72.00
	TOTAL DISBURSEMENTS	329,505.39



CITY OF SPRING LAKE PARK

1301 Eighty-First Avenue N.E. Spring Lake Park, MN 55432 Ph: 763-784-6491 Fax: 763-792-7257

PUBLIC RIGHT-OF-WAY APPLICATION

NAME/COMPANY:	EST CORPORATION D/B/A CENTURYLINK QC	
GOPHER 1-CALL REG		
ADDRESS: 425 Monroe St,	, Anoka, MN 55303	
PHONE:	FAX	X:
E-MAIL ADDRESS:	ve.Hoppe@CenturyLink.com	
NAME OF REPRESENT	TATIVE:	
REPRESENTATIVE PHO	ONE NO'S.:	
		a start date and completion date: of the intersection of 81st Ave NE and Hwy 65 NE, bore
East for 10' and then North for	5' to exit City of Spring Lake Park right-	of-way. Within this bore, place 15' of ANMW-25 copper
cable, to service 8101 NE High	way 65.	
START DATE:	COMPI c reserves the right to modify the s on this application may not necess All disturbed surf.	chedule as necessary in the issuance of the permit. arily match actual approved dates.
START DATE:	COMPI c reserves the right to modify the s on this application may not necess All disturbed surf.	chedule as necessary in the issuance of the permit
START DATE:	COMPI c reserves the right to modify the s on this application may not necess All disturbed surf.	chedule as necessary in the issuance of the permit. arily match actual approved dates. aces will be restored to as good as or better condition than
START DATE:	COMPI	chedule as necessary in the issuance of the permit. arily match actual approved dates. aces will be restored to as good as or better condition than
START DATE:	COMPI	chedule as necessary in the issuance of the permit. arily match actual approved dates. aces will be restored to as good as or better condition than $\frac{11/12/19}{19}$
START DATE:	COMPI	chedule as necessary in the issuance of the permit. arily match actual approved dates. aces will be restored to as good as or better condition than $\frac{11/12/19}{11/8/2019}$ Date
START DATE:	COMPI	chedule as necessary in the issuance of the permit. arily match actual approved dates. aces will be restored to as good as or better condition than $\frac{11/12/19}{11/8/2019}$ Date



Memorandum

To: Mayor Nelson and Members of the City Council

From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

Date: November 5, 2019

Subject: Statutory Municipal Tort Limits

Each year, the City must decide whether or not to waive the statutory tort limits in order to comply with LMCIT requirements.

The City typically chooses to not waive the monetary limits on municipal tort liability established be Minnesota Statutes 466.04. Staff recommends continuing with that decision. This selection reduces the cost of the City's liability insurance as it limits claims to \$500,000 per individual claimant per occurrence or \$1,500,000 for all claimants per occurrence.

Council Action Requested:

Motion to authorize the City Administrator to sign the attached waiver form with the selection that "The member Does Not Waive monetary limits on municipal tort liability established by Minnesota Statutes 466.04.

If you have any questions, please don't hesitate to contact me at 763-784-6491.



LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to pstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- If the member does not waive the statutory tort limits, an individual claimant could recover no more • than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- If the member waives the statutory tort limits and does not purchase excess liability coverage, a single • claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant ٠ could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name:

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by <u>Minn.</u> <u>Stat. § 466.04</u>.
- The member **WAIVES** the monetary limits on municipal tort liability established by <u>Minn. Stat. §</u> <u>466.04</u>, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting:					
Signature	Position:				
Signature:	Position:				

RESOLUTION NO. 19-38

RESOLUTION ESTABLISHING PRECINCT AND POLLING LOCATIONS FOR 2020 ELECTION YEAR

WHEREAS, Minnesota Statute 204B.16, subd. 1 requires the governing body of each municipality to designate by ordinance or resolution each year no later than December 31st, polling places for each election precinct; and

WHEREAS the polling places designated by resolution in December of each year are the polling places to be used for elections in the following calendar year.

NOW THEREFORE BE IT RESOLVED that the polling locations to be used for municipal precincts in calendar year 2020 are as follows:

P-1R	Spring Lake Park City Hall
P-1A	Spring Lake Park City Hall
P-2	Spring Lake Park High School
P-3	Park Terrace Elementary

BE IT FURTHER RESOLVED that the Spring Lake Park City Council directs the Administrator, Clerk/Treasurer to make all necessary notifications and preparations for elections held in 2020 as required by MN Statute, Rule and Administrative Policy of the City.

The foregoing resolution was moved for adoption by Councilmember

Upon roll call, the following voted aye: Councilmembers

And the following voted nay: .

Whereupon the Mayor declared said resolution duly passed and adopted this 18th day of November, 2019.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator

State of Minnesota)Counties of Anoka and Ramsey)ssCity of Spring Lake Park)

I, Daniel R. Buchholtz, duly appointed and qualified City Administrator in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby certify that the foregoing is a true and correct copy of Resolution No. 19-38, A Resolution Establishing Precinct and Polling Locations for 2020 Election Year, adopted by the Spring Lake Park City Council at their regular meeting on the 18th day of November 2019.

Daniel R. Buchholtz, Administrator

(SEAL)

Dated:_____



Memorandum

То:	Mayor Nelson and Members of the City Council
From:	Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date:	November 5, 2019
Subject:	Budget Adjustment

Staff is seeking City Council authority to make a number of adjustments to the General Fund budget to accommodate the MNSPECT contract.

Resolution 19-39 amends the General Fund budget to reduce payroll and benefit expenses that occurred between Barry Brainard's retirement and Building Inspector Baker's hire. The resolution also increases the estimated revenue generated from building permits (the estimated number is still \$25,000 below actual receipts). The resolutions takes these budget savings and increased revenues and allocates money under the Contractual Services line, increasing authorized expenditures from \$0 to \$105,103. This should be enough to cover the remaining MNSPECT invoices for 2019.

If you have any questions, please don't hesitate to contact me at 763-784-6491.

RESOLUTION NO. 19-39

RESOLUTION AMENDING 2019 GENERAL FUND BUDGET

WHEREAS, due to the retirement of its Building Official, the City has contracted its building official duties with a private contractor until such time as the services can be handled by a City employee; and

WHEREAS, a budget adjustment is needed to cover the additional cost of this contractual service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park that the City Council does hereby approve the following budget adjustment:

2019 General Fund Budget Adjustment					
		Original	Amended		
		Budget	Budget		
101-32210	Building Permit	\$ 75,000	\$105,000		
101-42300-1010	Full-Time Employees	\$109,100	\$ 69,550		
101-42300-1020	Part Time Employees	\$ 24,960	\$ 6,324		
101-42300-1210	PERA Contributions	\$ 10,055	\$ 7,089		
101-42300-1220	FICA/MC Contributions	\$ 10,493	\$ 6,042		
101-42300-1300	Health Insurance	\$ 22,000	\$ 17,500		
101-42300-4000	Contractual Service	\$ 0	\$105,103		

The foregoing resolution was moved for adoption by .

Upon roll call, the following voted aye .

And the following voted nay: .

Whereupon the Mayor declared said resolution duly passed and adopted this 18th day of November, 2019.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator



Stantec Consulting Services Inc. 733 Marquette Avenue, Suite 1000 Minneapolis, MN 55402 Tel: (612) 712-2000

November 11, 2019

Mr. Daniel Buchholtz, Administrator City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432

Re: 2019 Sanitary Sewer Lining Project Project No. 193804698 Contractor's Request for Payment No. 2

Dear Dan:

Attached for city approval is Contractor's Request for Payment No. 2 for the 2019 Sanitary Sewer Lining Project. The prime Contractor on this project is Hydro-Klean LLC from Des Moines Iowa.

This request includes the main lining work.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. If the City wishes to approve this request, then payment should be made to Hydro-Klean LLC in the amount of \$146,940.30.

Please execute the payment request documents. Keep one copy for your records, forward a copy to Hydro-Klean, and return one copy to me.

Feel free to contact me if you have any questions.

Regards, STANTEC Phil Lawel

Phil Gravel City Engineer

Enclosures

cc: Michelle Barrett, Hydro-Klean (by e-mail) Terry Randall, Public Works Director



	Owner: City of Spring Lake Park, 1301 81 St. Ave. NE, Spring Lake Park, MN 55432 Date:				November 11, 2019
с	For Period: 9/21/2019 to 11/11/2019		Reque	est No:	2
	Contractor: Hydro-Klean, 333 NW 49th Place, Des Moines, IA 50313				

CONTRACTOR'S REQUEST FOR PAYMENT

2019 SANITARY SEWER LINING PROJECT

STANTEC PROJECT NO. 193804698

SUMMARY

1	Original Contract Amount			\$ 220,806.00
2	Change Order - Addition		\$ 0.00	
3	Change Order - Deduction		\$ 0.00	
4	Revised Contract Amount			\$ 220,806.00
5	Value Completed to Date			\$ 188,765.20
6	Material on Hand			\$ 0.00
7	Amount Earned			\$ 188,765.20
8	Less Retainage 5%			\$ 9,438.26
9	Subtotal			\$ 179,326.94
10	Less Amount Paid Previously			\$ 32,386.64
11	Liquidated damages -			\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	2		\$ 146,940.30

Recommended for Approval by: **STANTEC**

Phil Gravel

Approved by Contractor: HYDRO-KLEAN

Per 11/11/19 e-mail message

Approved by Owner: CITY OF SPRING LAKE PARK

Specified Contract Completion Date: February 15, 2020 Date:

			Contract	Unit	Current	Quantity	Amount
No.	Item	Unit	Quantity	Price	Quantity	to Date	to Date
	GENERAL						
1	MOBILIZATION	LS	1	4326.00	0.9	0.9	\$3,893.40
2	TRAFFIC CONTROL	LS	1	1150.00	0.9	0.9	\$1,035.00
3	SEWER REHABILITATION, 8 or 9-INCH CIPP	LF	8530	20.80	6882	8521	\$177,236.80
4	hydrophilic end seal	EA	58	132.00	50	50	\$6,600.00
5	CLEAN AND INSPECT SERVICE LATERAL CONNECTION						
		ΕA	10	100.00			\$0.00
6	GROUT SERVICE LATERAL CONNECTION	ΕA	90	325.00			\$0.00
	TOTAL GENERAL					_	\$188,765.20

TOTAL GENERAL WORK COMPLETED TO DATE:

\$188,765.20 **\$188,765.20**

-

PROJECT PAYMENT STATUS

OWNER CITY OF SPRING LAKE PARK STANTEC PROJECT NO. 193804698 CONTRACTOR HYDRO-KLEAN

CHANGE ORDERS

No.	Date	Description	Amount			
Total Change Orders						

PAYMENT SUMMARY

No.	From	То	Payment	Retainage	Completed
1	09/01/2019	09/20/2019	32,386.64	1,704.56	34,091.20
2	09/21/2019	11/11/2019	146,940.30	9,438.26	188,765.20

Material on Hand

Total Payment to Date		\$146,940.30	Original Contract	\$220,806.00
Retainage Pay No.	2	9,438.26	Change Orders	
Total Amount Earned		\$156,378.56	Revised Contract	\$220,806.00

City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432

Contractor's License

November 18, 2019

Mechancial Contractor Erickson Plumbing, Heating, Air and Electrical

Heating and Cooling Solutions

Titan Mechanical

Plumbing Contractor

Silver Tree Plumbing and Heating

Sewer and Water Contractor

ASAP Underground, LLC.

City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432

Sign Permit

November 18, 2019

Sign Permit

Hy-Vee

8101 Hwy 65 NE



10

CITY OF SPRING LAKE PARK 1301 81st Avenue N E Spring Lake Park, MN 55432 763-784-6491

Sign Permit Application

DATE: //- 8-11
NAME OF APPLICANT: Phil GARLAND NESPER SIGN ENC.
ADDRESS OF APPLICANT: 4620 J. St. S.W. CEDAR RAPICIS, ZA 52404
TELEPHONE NUMBER OF APPLICANT: 3/9-366 - 53/2
NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is
to be attached or erected 47-LEE FAST 4 FRESH ET PLESS
8101 Huy #65 NE SPRILG LAKE PARK, MR.
New Construction: 🖌 Remodel: Word Change Only:

Attach a drawing or sketch showing the position of the sign in relation to the nearest building, structures, public streets, right-of-way and property lines. Said drawing to be prepared to scale.

Attach two (2) blueprints or ink drawings of the plans and specifications and method of construction or attachment to the building or in the ground, including all dimensions. Show location of all light sources, wattage, type and color of lights and details of light shields or shades.

Attach a copy of stress sheets and calculations showing the structure is designed for dead load and wind velocity in the amount required by this and all other Ordinances of the City, <u>if requested by the Building</u> Inspection Department.

Name of person, firm or corporation erecting the structure: NESpec SiGN LL .

Address: 4620 J- St. S.G. CEOKR PAPARS, Zont 52404							
Is an Electrical Permit required? TES - Etisting the was construction							
I, the undersigned applicant, do further make the following agreement with the City of Spring Lake Par	ſk						
Mn: 1) To authorize and direct the City of Spring Lake Park to remove and							
dispose of any signs and sign structures on which a Permit has been - issued but which was not renewed, if the owner does not remove the							
same within thirty (30) days following the expiration of the Permit.							
2) To authorize and direct the City of Spring Lake Park to remove said							
sign and sign structure, at the expense of the applicant, where main-							
tenance is not furnished, but only after a hearing and after notice of sixty (60) days, specifying the maintenance required by the City.							
3) To provide any other additional information which may be required							
by the Building Inspection Department.							
	\mathcal{I}						
SIGNATURE OF APPLICANT							
FOR OFFICE USE ONLY:************************************							
FEE: RECEIPT NUMBER:							
DATE OF APPROVAL: DATE OF ISSUE:							
REASON FOR DENIAL:							

ADDITIONAL REQUIREMENTS FOR SIGN PERM	
SQUARE FOOTAGE OF FRONT OF BUILDING:_	23×95'= 2185
SQUARE FOOTAGE OF ALL EXISTING SIGNS:	
SQUARE FOOTAGE OF PROPOSED SIGN OR SIG	$\operatorname{SNS}: \underline{\partial \partial X 4} = 80\overline{\partial}$

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

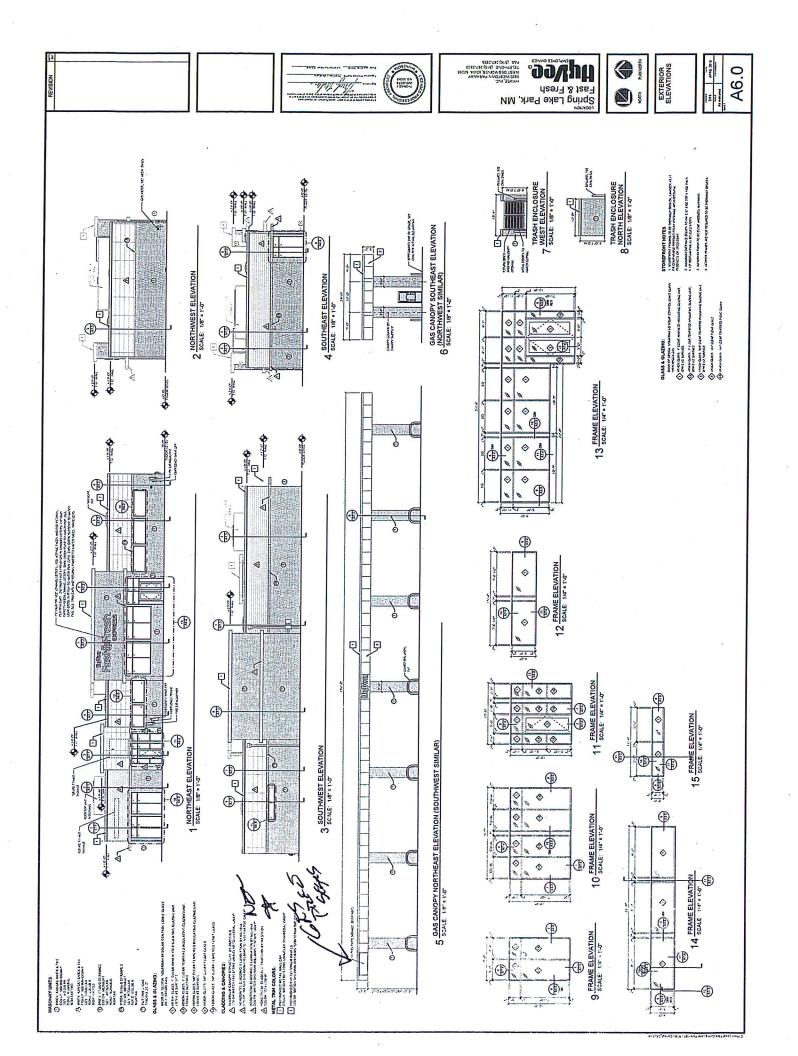
IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A <u>SIGNED</u> LETTER FROM THE OWNER GIVING PERMISSION TO ERECT THE SIGN.

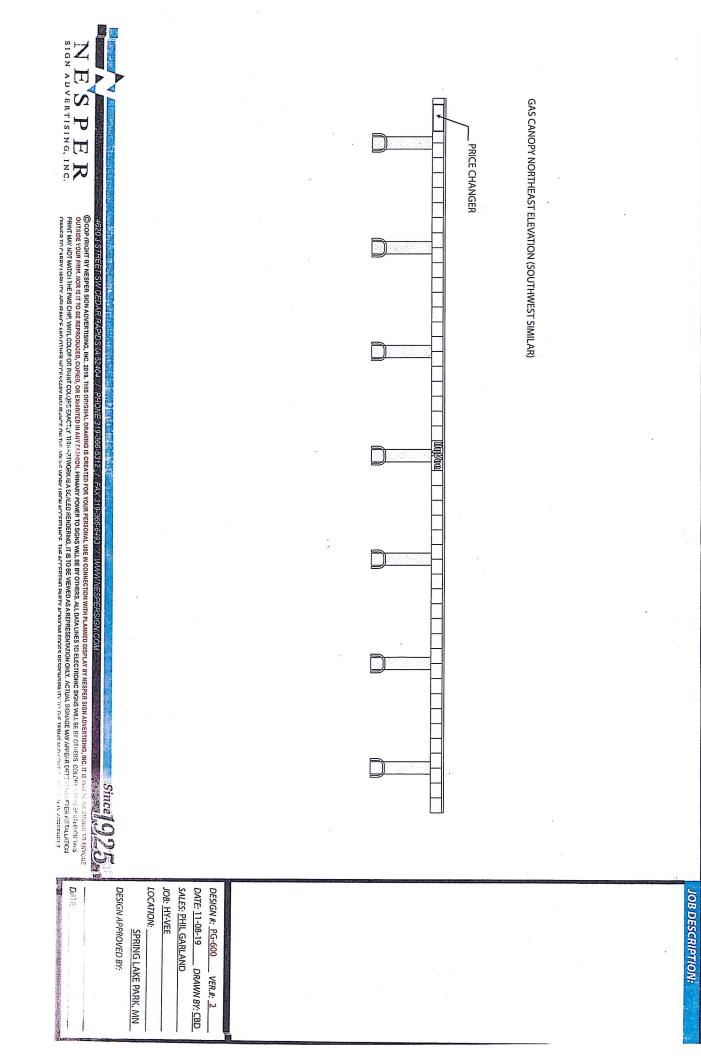
NOTE: ALL APPLICATIONS ARE DUE BY NOON ON THE TUESDAY PRECEEDING THE COUNCIL MEETING.

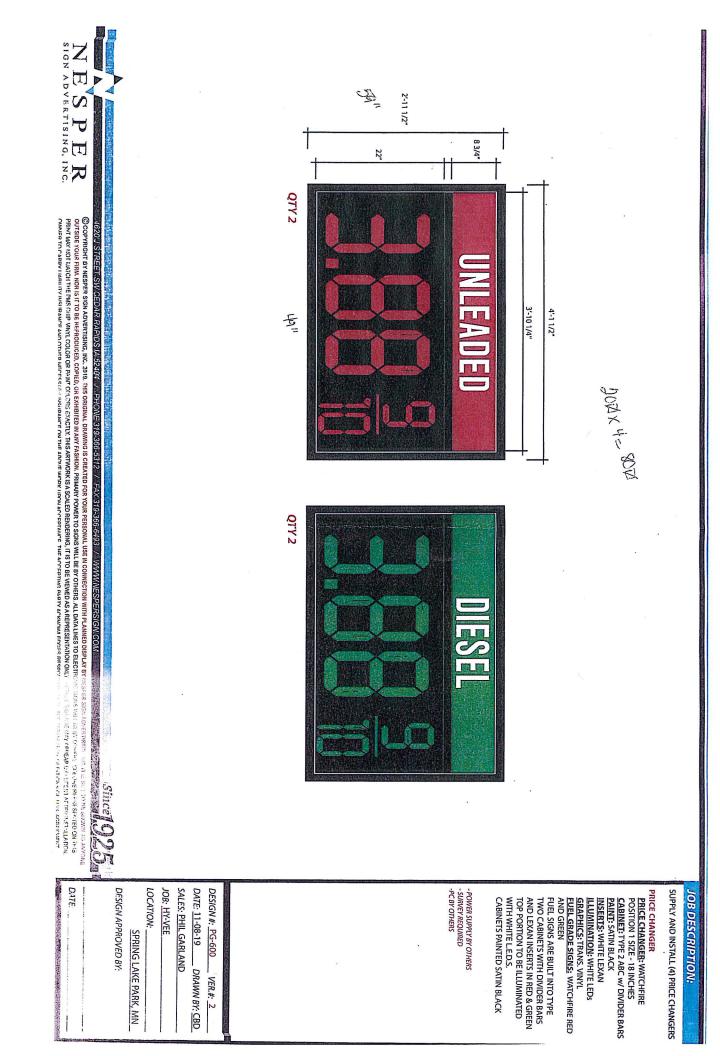
DRAWING:

2017 - \$75 2017 - \$75 2017 - \$75 2017 - \$75 2017 - \$75 3017 - \$75

656721 -3098 85,127 - Szisting 80,121 - proposed 491,727 Remaining







Sign# 3, #4 + #5 5 Tetrel Won-Lit Vint 1 GRAPHIES to POIES

CITY OF SPRING LAKE PARK 1301 81st Avenue N E Spring Lake Park, MN 55432 763-784-6491

Sign Permit Application

DATE: <u>9-30-19</u> NAME OF APPLICANT: <u>VESPER 563 - Toc</u> ADDRESS OF APPLICANT: <u>4620 J. 5t. S.G. CEDES Repers, Ze</u> TELEPHONE NUMBER OF APPLICANT: <u>3/6-3/6 - 53/2</u> <u>NAME OF BUSINESS AND LOCATION</u> of building structure, or lot to which or upon which the sign is

to be attached or erected HT-LES ASSES ONLINE
 Slop
 Hurt # 65
 Vec

 New Construction:
 K
 Remodel:
 Word Change Only:

Attach a drawing or sketch showing the position of the sign in relation to the nearest building, structures, public streets, right-of-way and property lines. Said drawing to be prepared to scale.

Attach two (2) blueprints or ink drawings of the plans and specifications and method of construction or attachment to the building or in the ground, including all dimensions. Show location of all light sources, wattage, type and color of lights and details of light shields or shades.

Attach a copy of stress sheets and calculations showing the structure is designed for dead load and wind velocity in the amount required by this and all other Ordinances of the City, <u>if requested by the Building</u> Inspection Department.

ame of pe	erson,	firm of	· corporatio	n erecting the s	tructure:	ospen	styn Inc.
4620	7.	St.	5.4.	CEDIA	RANSOS	ZA.	52424
Address:							
				1314			

Is an Electrical Permit required? PIA-

pring L

ake

History, Community, Home,

Park

I, the undersigned applicant, do further make the following agreement with the City of Spring Lake Park Mn: 1) To authorize and direct the City of Spring Lake Park to remove and

dispose of any signs and sign structures on which a Permit has been issued but which was not renewed, if the owner does not remove the same within thirty (30) days following the expiration of the Permit.

- 2) To authorize and direct the City of Spring Lake Park to remove said sign and sign structure, at the expense of the applicant, where maintenance is not furnished, but only after a hearing and after notice of sixty (60) days, specifying the maintenance required by the City.
- 3) To provide any other additional information which may be required by the Building Inspection Department.

SIGNATURE OF APPLICANT PLET

DATE OF ISSUE:

DATE OF APPROVAL:____

REASON FOR DENIAL:

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:	
SQUARE FOOTAGE OF FRONT OF BUILDING: $23 \times 95' = 2,185$	
STOVI COTT 157	

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 85/4 + 80/7 = 168/4

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: <u>POLP WAPS 169X4=64#+15</u>2X4=60X 142X6 = 842 THE 208 2

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

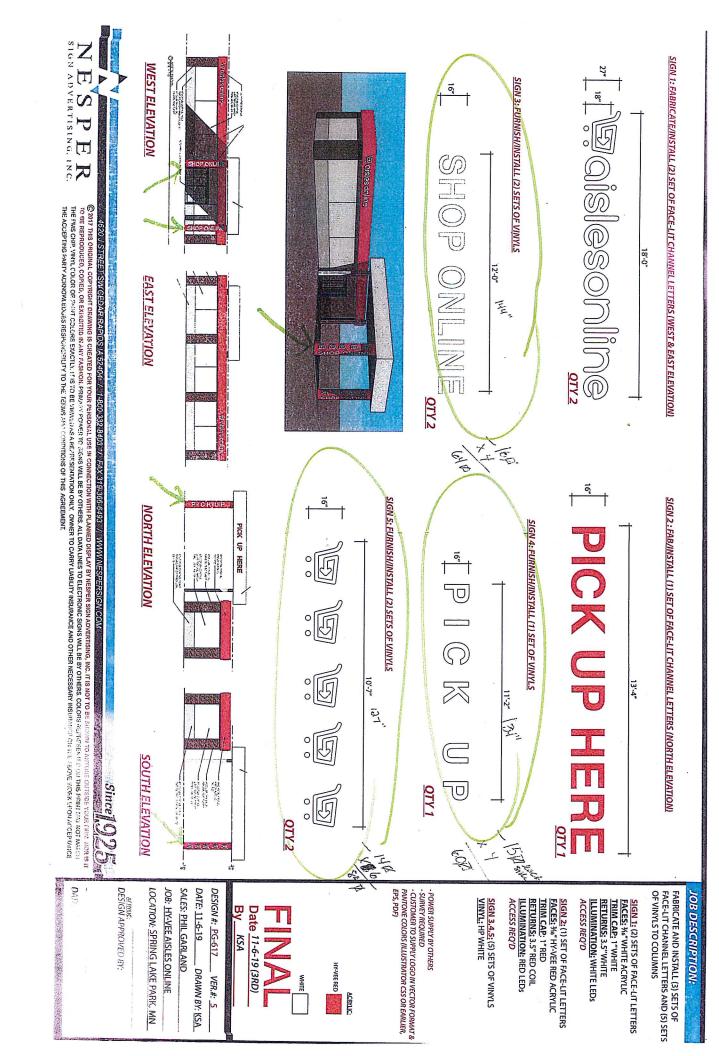
IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A <u>SIGNED</u> LETTER FROM THE OWNER GIVING PERMISSION TO ERECT THE SIGN.

NOTE: ALL APPLICATIONS ARE DUE BY NOON ON THE TUESDAY PRECEEDING THE COUNCIL MEETING.

DRAWING:

1612x4 = \$75x4 = \$3001512x4 = \$75x4 = \$3001412x6 = \$75x6 = \$450

16517 - 30% 16517 - Scisting 20877 <u>Proposed</u> 28377 Remaining





Police Report

October 2019

Submitted for Council Meeting – November 18, 2019

The Spring Lake Park Police Department responded to six hundred and twenty calls for service for the month of October. This is compared to responding to four hundred and ninety-one calls for service in October of 2018.

The Spring Lake Park Police Department participated in the 18th National Drug Take Back Day sponsored by the Drug Enforcement Agency (DEA) on October 26, 2019. Our police department collected six boxes of prescription medications totaling approximately 86.8 pounds. The National Drug Take Back Day consisted of six thousand, one hundred and seventy-four (6,174) collection locations, of these locations four thousand, eight hundred and ninety-six (4,896) locations were Law Enforcement Agencies. The grand total of prescription medications collected for this event nationally totaled eight hundred eightytwo thousand, nine hundred and nineteen (882,919) pounds or four hundred forty-one point five (441.5) tons. Even though our police department provides for a daily location to drop off unwanted prescription medications over the course of the year, participating in the National Drug Take Back Day continues to be amazing on how much medications are still being turned in on this single day event. For these reasons the Spring Lake Park Police Department will continue to participate in this event if at all possible.

Our School Resource Officer, Officer Fiske reports handling nineteen calls for service at our local schools for the month of October 2019, along with conducting thirty-seven student contacts, six escorts and thirteen follow up investigations in to school related incidents. Officer Fiske notes that she continues to see an increase in items being lost/stolen and reports being made to her for these items. Officer Fiske indicated that she attended the Pep Fest, Homecoming parade, tailgate party and SLP football game. Officer Fiske noted that all those attending appeared to have had a good time. Officer Fiske also noted that school was out of session for MEA in October. For further details, see Officer Fiske's attached report.

Investigator Bennek reports handling a case load of twenty-five cases for the month of October 2019, twenty-one of these cases were felony in nature, two were gross misdemeanor in nature and two were misdemeanor in nature. Investigator Bennek is also monitoring five forfeiture cases and is attempting to bring all his cases to a conclusion as soon as possible. Investigator Bennek as part of his investigative duties continues to work closely with other agencies across the metro area trying to bring conclusions to cases connected with our city. For further details, see Investigator Benneks attached report.

The Spring Lake Park Police Department Administrative Office Staff continue to remain steadfast in their duties, typing and imaging reports, filing, answering and dispensing phone calls for service and information, while continuing to address citizen concerns at our "Police Public Walk up- Window", along with other duties that may be assigned on a daily basis.

The month of October 2019 has been a busy month for myself as well. Besides handling the day to day operations of the police department, I continue to attend meetings on a daily basis representing the City of Spring Lake Park and the Police Department. I would like to the thank the Mayor and City Council for allowing me to attend the 2019 International Association Chiefs of Police Conference held in Chicago, Illinois this year. This conference continues to be very beneficial for training to maintain my Peace Officers Standard and Training Licensure for the State of Minnesota and also for researching the newest cutting edge in equipment for law enforcement and what potential it may have for being instituted within our own agency. Again, Thank you!

This will conclude my report for October 2019.

Are there any questions?



Investigator Tony Bennek Spring Lake Park Police Department Investigations Monthly Report

October 2019

Total Case Load

Case Load by Level of Offense: 25

Felony	21
Gross Misdemeanor	2
Misdemeanor	2

Case Dispositions:

County Attorney	5
Juvenile County Attorney	0
City Attorney	4
Forward to Other Agency	0
SLP Liaison	0
Carried Over	11
Unfounded	0
Exceptionally Cleared	2
Closed/Inactive	3

Forfeitures:

Active Forfeitures	5
Forfeitures Closed	0

Spring Lake Park Police / School Resource Officer Report

[Pick the date]

Incidents by School Location	Reports (ICRs)	Student Contacts*	Escorts/Other	Follow Up Inv.
Spring Lake Park High School	15	33	1	3
Discovery Days (pre-school)		2		
Lighthouse School				
Park Terrace Elementary School		2		2
District Office				
Able and Terrace Parks (School Related)	1			1
School Related	1		1	2
Miscellaneous Locations	2		4	5
Totals:	19	37	6	13

Breakdown of Reports (ICRs)	
Theft reports (cellphones, iPods, bikes, etc)	2
Students charged with Assault or Disorderly Conduct	
Students charged with other crimes	
Non-students Charged	
Warrant Arrests	
Miscellaneous reports	17



City of Spring lake Park Code Enforcement Division

1301 Eighty First Avenue Northeast Spring Lake Park, Minnesota 55432 (763) 783-6491 Fax: (763) 792-7257

REPORT

TO:	Spring Lake Park City Council
FROM:	Jeff Baker, Code Enforcement Official
RE:	Code Enforcement Monthly Report for October 2019
DATE:	November 12, 2019

The Spring Lake Park Code Enforcement department is the authority having jurisdiction for all fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

In October, a total of 29 building, 2 Fire Alarm, 1 Fire Suppression, 9 mechanical, 13 plumbing and 5 Zoning for a total of 59 permits issued compared to a total of 47 in 2018. Code Enforcement conducted 66 inspections in the month of October including 40 rental, 6 zoning, 12 nuisance, 8 fire.

In October, I spent quite a bit of time setting up the Commercial Fire Inspection Program. I have received access to Image Trend, which is a computer software offered by the State of MN to track commercial fire inspections. The Police Department has done a wonderful job at keeping a list of commercial properties in the City, but with this software I will be able to record all annual and routine fire inspections. This will help tremendously with our Certificate of Occupancy program that has already been established in the City.

The end of October I attended a week-long class required to get my Building Official Limited License. I learned a great deal from the class and am very excited to bring what I have learned to the City of Spring Lake Park. I have scheduled my test for Wednesday November 20th!!

In October of 2019, I also attended the following appointments:

- City Council meetings on October 7th.
- Department meeting on October 8th.
- Building Official Limited class October 28th November 1st.

This concludes the Code Enforcement Department monthly report for October 2019. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

(Exhibit A)

RAMSEY COUNTY Prop. PIN 06.30.23.32.0018

Utility Total w/Admin. Fee Fund no. 85200001 \$271.12

ANOKA COUNTY Prop. PIN	Utilities Fund 85411	Srvc Invc Fund 85412	Admin Fee Fund 85413
01-30-24-21-0011	118.80		125.00
01-30-24-21-0032	228.07		125.00
01-30-24-21-0032	468.77		125.00
01-30-24-22-0081	141.57		125.00
01-30-24-23-0041	174.89		125.00
	174.05		125.00
01-30-24-23-0083	434.93		125.00
01-30-24-23-0100	454.95	675.00	125.00
01-30-24-24-0080 01-30-24-31-0075	262.55	075.00	125.00
	318.70		125.00
01-30-24-33-0006 01-30-24-41-0020	155.23		125.00
01-30-24-41-0020	279.43		125.00
01-30-24-41-0049	273.43		125.00
01-30-24-42-0043	312.63		125.00
01-30-24-42-0043	412.86		125.00
01-30-24-42-0044	185.32		125.00
01-30-24-43-0052	270.53		125.00
01-30-24-43-0180	150.68		125.00
02-30-24-11-0035	270.73		125.00
02-30-24-11-0109	312.10		125.00
	326.93		125.00
02-30-24-11-0159 02-30-24-11-0170	130.68		125.00
02-30-24-12-0009	283.48		125.00
	304.13		125.00
02-30-24-12-0111	348.69		125.00
02-30-24-12-0129	281.26		125.00
02-30-24-13-0018 02-30-24-13-0049	162.56		125.00
02-30-24-13-0049	352.66		125.00
02-30-24-13-0070	432.39		125.00
02-30-24-14-0009	130.94		125.00
02-30-24-14-0011	613.06		125.00
02-30-24-14-0047	157.51		125.00
02-30-24-14-0091	268.51		125.00
02-30-24-14-0096	287.74		125.00
02-30-24-14-0097	314.38	285.00	125.00
02-30-24-14-0098	278.88		125.00
02-30-24-21-0075	307.09		125.00
02-30-24-21-0088	347.03		125.00
02-30-24-21-0008	041.00	300.00	125.00
02-30-24-24-0029	146.12	000.00	125.00
02-30-24-24-0073	242.44		125.00
02-30-24-31-0012	143.85		125.00
02-30-24-41-0090	228.17		125.00
02-30-24-42-0026	387.79		125.00
02-30-24-42-0055	120.82		125.00
02-30-24-42-0055	178.37		125.00
02-30-24-42-0062	298.23		125.00
02-30-24-42-0073	249.17		125.00
02-30-24-42-0083	270.73		125.00
02-30-24-42-0116	304.13		125.00
02-30-24-43-0106	132.97		125.00
02-30-24-44-0012	171.41		125.00
02-30-24-44-0019	614.74	225.00	125.00
02-30-24-44-0049	311.41		125.00
02-30-24-44-0093	122.85		125.00
02-30-24-44-0105	268.71		125.00
02-30-24-44-0111	120.82		125.00
TOTALS	\$14,589.76	\$1,485.00	\$7,125.00

RESOLUTION NO. 19-40

RESOLUTION CERTIFYING DELINQUENT ACCOUNTS ANOKA COUNTY

Fund No. 85411 - Delinquent Utilities Fund No. 85412– Service Charges Fund No. 85413 – Administrative Fees

WHEREAS, the City Council of the City of Spring Lake Park, Minnesota, by Chapter 50.57 of the Municipal Code of the City of Spring Lake Park, has provided that the uncollected citations, service and (or) utility charges of water and sewer furnished its consumers shall become a lien against the property and be certified annually for the collection of said billings (Exhibit A).

NOW THEREFORE BE IT RESOLVED, that the following uncollected service and (or) utility bills are deemed to be delinquent and are hereby determined to be liens against the real estate referred to herein, and that the same shall and is hereby certified to the County Auditor pursuant to Minnesota Statute 444.075, Subdivision 3 and Minnesota Statute 429.101 for the collection of said service, citation and or utility charges along with taxes against property as other taxes are collected.

The foregoing resolution was moved for adoption by

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this eighteenth day of November 2019.

Robert Nelson, Mayor

ATTEST:

Daniel Buchholtz, City Administrator

RESOLUTION NO. 19-41

RESOLUTION CERTIFYING DELINQUENT ACCOUNTS RAMSEY COUNTY

Fund No. - Delinquent Utilities & Administrative Fees

WHEREAS, the City Council of the City of Spring Lake Park, Minnesota, by Chapter 50.57 of the Municipal Code of the City of Spring Lake Park, has provided that the uncollected citations, service and (or) utility charges of water and sewer furnished its consumers shall become a lien against the property and be certified annually for the collection of said billings (Exhibit A).

NOW THEREFORE BE IT RESOLVED, that the following uncollected service and (or) utility bills are deemed to be delinquent and are hereby determined to be liens against the real estate referred to herein, and that the same shall and is hereby certified to the County Auditor pursuant to Minnesota Statute 444.075, Subdivision 3 and Minnesota Statute 429.101 for the collection of said service, citation and or utility charges along with taxes against property as other taxes are collected.

The foregoing resolution was moved for adoption by.

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this eighteenth day of November 2019.

Robert Nelson, Mayor

ATTEST:

Daniel Buchholtz, City Administrator



Memorandum

To:	Mayor Nelson and Members of the City Council
From:	Wanda Brown, Recycling/Special Projects
Date:	November 7, 2019
Subject:	Anoka County Agreement for Residential Recycling Program 2020 – Select Committee on Recycling and the Environment (SCORE)

Attached is the copy of the 2020 Residential Recycling Agreement. The agreement must be signed and returned to Anoka County in order to receive the funding for 2020. The 2020 Municipal Reimbursement Funding Allocation calls for the county to pay us a base of \$10,000 plus \$5.00 per household and options for other recycling opportunities.

Municipal Grant Funding (\$10.000 + \$5 per household):	\$23,675.00
Monthly Drop-off Center:	\$10,000.00
Organics Collection:	\$ 2,735.00
Recycling Enhancement Grant:	<u>\$ 2,735.00</u>
	\$39,145.00

The City applied for an additional \$20,000.00, and was awarded \$20,000.00. The base amount combined with the additional grant gives the City of Spring Lake Park's Recycling program a total contract award of \$59,145.00.

I recommend approval of the agreement.

Attachment

2020 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January 2020, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF SPRING LAKE PARK, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2020 which must be used to encourage recycling and a portion must be specifically directed to recycling source -separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG) funds") during 2020 and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,559,924.50 and

WHEREAS, the County Solid Waste Management Master Plan 2018 (Master Plan 2018) and MPCA Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled or composted, will be processed to the extent that processing capacity is available; and

WHEREAS, the Master Plan 2018 was developed with the participation of a representative from the Municipality staff, and the Municipality is required to develop and implement programs, practices, or methods designed to meet waste abatement goals by Minn. Stat. § 115A.551, Subd 2a. (b).

WHEREAS, the County wishes to assist the Municipality in meeting recycling goals established by Anoka County by providing said SCORE and LRDG funds to cities and townships in the County for solid waste recycling programs.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions:

- 1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Master Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.
- 2. **TERM.** The term of this Agreement is from January 1, 2020 through December 31, 2020 unless earlier terminated as provided herein.

- 3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. §§ 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. For convenience, a full list of defined terms is included with the Municipal Grant Application. Additionally:
 - a. "Full-Service Recycling Drop-off Center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source-separated compostable materials, electronics, etc.
 - b. "Multifamily dwellings" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - c. "Quasi-Municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
- 4. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$ 59,145.00.

The County reserves the right to reduce the funding provided in the event the Municipality does not complete the additional Grant Projects referenced in the 2020 Anoka County Municipal Waste Abatement Grant Funding Application.

The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the 2020 Grant Funding Award.

- 5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 634 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
 - a. The Municipal recycling program shall include the following components:
 - i. Each household (including both single and multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.
 - iii. The Municipality shall implement a public information program that contains at least the following components:

- One promotional mailing to each household focused exclusively on the Municipality's recycling program;
- (2) One promotional advertisement detailing recycling opportunities available for residents included in the Municipality's newsletter or local newspaper; and
- (3) Two community outreach activities at Municipal or Quasi-Municipal events to inform residents about recycling opportunities.
- iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost within the Municipality. The Municipality shall incorporate County/regional campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials for review prior to publication to ensure accuracy.
- v. The Municipality shall regularly attend the bi-monthly Solid Waste Abatement Advisory Team (SWAAT) meetings per year.
- vi. The Municipality shall offer a minimum of one spring and/or fall recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
 - i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding organics collection at the event will be explored and if feasible, implemented as an enhancement to the waste abatement program.
 - iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-Municipal facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
 - iv. Organize and manage a Full-Service Recycling Drop-off Center.
 - v. Develop enhanced recycling promotion and assistance for multifamily dwellings.
 - vi. Develop additional opportunities for source-separated compostable materials collection.

- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g. appliances, batteries, carpet, electronics, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and must be processed at a resource recovery facility. Minn. Stat. §§ 115A.46, 115A.471 and 473.848. See page 44, 47-48, 51, and p. 67 of the 2018 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.
- f. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
- 6. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than the third Friday in July 2020 and the second Friday in January 2021.
 - a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste and source-separated compostable materials collected for composting, chipping, or land spreading, together with a description of the methodology used for

calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.

- b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs, i.e. revenue taken in from the sale of recyclables and fees collected from residents, shall be reported.
- c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling and organics collection programs.
- d. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- e. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.
- 7. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than the third Friday in July 2020 and the second Friday in January 2021. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
- 8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of the Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE (Select Committee On Recycling and the Environment) funds." The Municipality shall provide copies of all promotional materials funded by this grant.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

9. INDEMNIFICATION. The County agrees to indemnify, defend, and hold the Municipality harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents, employees, and contractors relating to activities performed by the County under this Agreement.

The Municipality agrees to indemnify, defend, and hold the County harmless from all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, resulting from the acts or omissions of its public officials, officers, agents,

employees, and contractors relating to activities performed by the Municipality under this Agreement.

The provisions of this subdivision shall survive the termination or expiration of the term of this Agreement.

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.
- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of copartners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all

funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.

- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
- 11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties hereunto set their hands.

CITY OF SPRING LAKE PARK

COUNTY OF ANOKA

Ву:	By: Cindy Cesare, Division Manager
Name:	Anoka County Human Services Division
Title:	Date:
Date:	
By: Municipality's Clerk Date:	By: Rhonda Sivarajah County Administrator Date:
Approved as to form and legality:	Approved as to form and legality:
By: Date:	By: Kathryn M. Timm Assistant County Attorney Date:

kmt\contracts\integrated waste contracts\SCORE grants\2020 SPRING LAKE PARK

2020 Grant Funding Award

The Municipality of Spring Lake Park is eligible for a total of \$39,145.00 for their Municipal program abatement efforts in 2020, plus, if awarded upon request, up to an additional \$20,000.00.

The total funding for the 2020 Residential Recycling Program is based on the budgeted amounts stated in the Municipal Waste Abatement Grant Funding Application.

Check one below:

x (08-22-2019) The grant application was received on or before September 30, 2019.

_____ The grant application was not received on or before September 30, 2019.

Therefore, the municipality is only eligible for the Base Funding Allocation.

The Grant Funding Award for Spring Lake Park is as follows:

Base Funding Allocation			\$	23,675.00		
Enhancement Fundi	ng G	rant				
	A	mount Eligible	An	nount Requested		Amount Awarded
Drop-off Grant	\$	10,000.00	\$	10,000.00	\$	10,000.00
General Enhance-	*****					· · · · ·
ment Grant	\$	2,735.00	\$	2,735.00	\$	2,735.00
Organics Grant	\$	2,735.00	\$	2,735.00	\$	2,735.00
Additional Grant	\$	20,000.00	\$	20,000.00	\$	20,000.00
TOTAL					\$	35,470.00
Total Funding Award (Base + Enhancement Funding)			\$	59,145.00		

To the extent that the Municipality requested funds in excess of the total eligible amount, the excess amount in any category is denied.

Reviewed by: Alison Peterson

Approved by: Jonelle Hubbard

Contract # C0007445

ANOKA COUNTY HUMAN SERVICES CONTRACTOR INFORMATION SHEET

Angie Rodine. Anoka County Human Services	n for accuracy and completeness,	indicate any changes, sign and return to:
2100 Third Ave. Suite 500 Anoka, MN 55303		
LEGAL NAME FOR CONTRACTOR:	Spring Lake Park, City of	
(Legal name and name on Certificate of Insurance	e must be exactly the same in order for co	unty signatures to be obtained on the contract).
Doing Business As:	Spring Lake Park, City of	
Business /Corporate Address:	1301 81st Ave NE	
	Spring Lake Park	MN 55432
	Spring Lake Fark	1/11/ 55452
National Provider Identifcation (NPI) #:		
Federal Tax Identification #:	41-600884.	5
270.66. This information will be shared with the Minnes	sota Department of Revenue, the Minnesota De	ection 1211 of the Tax Reform Act of 1976 and Minn. Stat epartment of Human Services, the Internal Revenue Service, and x, child support obligation and social security tax programs.
Individual who Contractor is designating for data requests under the Minnesota		ract and to act as the responsible authority linn. Stat. Chap. 13):
Name: Phone:	FAX: Email:	
Wanda Brown 763-792-7219	763-792-7257 wbrown@slpmn	.org
Signature (Required):		
Insurance Agency:	hearing of 5	MNO CITIZS
Name of insurance agent:	Carl Benneit	Sen
Telephone number of insurance agent:	952-891-95	26
Person Completing This Form		
Name: Wandy Brow	<u>h</u>	
Title: Recycling / Spec	ial Projects	Coordinator
Phone: 763-792-7219		עיבי לפאר אלי אר ארפער כא לא אראני אנגעאנער איז אראני א גער איז איז אראני אווינער איז אראני איז אראני איז איז א י
FAX: 763-792-725	57	
E-Mail: Wbrown e Slp	<u>mn. 079</u>	
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2019 AMENDED AND RESTATED JOINT POWERS AGREEMENT FOR A COALITION OF METROPOLITAN COMMUNITIES

THIS AGREEMENT, made and entered into by and between the cities of Andover, Anoka, Blaine, Brooklyn Center, Brooklyn Park, Champlin, Circle Pines, Coon Rapids, Dayton, Fridley, Mounds View, Maple Grove, New Brighton, New Hope, Ramsey, Spring Lake Park, which cities are all of the current members (hereinafter collectively referred to as the "Current Members") of the North Metro Mayors Association, a Minnesota joint powers organization (hereinafter referred to as the "Coalition").

WHEREAS, the Current Members determined in 2010 that it was in the best interest of the public to amend the joint powers agreement of the Coalition; and

WHEREAS, the Current Members determined in 2019 that it is the best interest of the public to amend the Amended and Restated JPA of the Coalition as hereinafter set forth.

NOW THEREFORE, pursuant to the authority granted by Minnesota Statutes, Section 471.59, the parties hereto agree that the Original Joint Powers Agreement and Amended and Restated JPA is amended and restated as follows:

- 1) <u>NAME OF ORGANIZATION</u>. The parties hereby create a joint powers organization to be known as the North Metro Mayors Association (hereinafter referred to as the "Coalition").
- 2) <u>MEMBERS</u>. Entities authorized to be parties to a joint powers agreement by Minnesota Statutes, Section 471.59 may join the Coalition as members upon approval of a majority of the Member Cities, approval by resolution of the governing body of the entity, execution of a copy of this Agreement and filing of an executed copy of the resolution and agreement with the Coalition.
- 3) <u>PURPOSE</u>. The purpose of the Coalition is to promote transportation and economic development and to assist governmental units in providing government services and conducting government functions effectively and efficiently.
- 4) <u>BOARD OF DIRECTORS</u>. The governing body of the Coalition shall be its Board of Directors. Each member shall appoint two (2) directors. Each director shall have one (1) vote. Board Members shall hold office at the pleasure of the appointing member and shall remain in office until replaced.

A majority of the Member Cities shall constitute a quorum of the Board.

5) <u>COMMITTEES</u>. The Board of Directors shall appoint an Operating Committee. The Operating Committee shall have authority to manage the affairs and business of the

Coalition between Board meetings, but at all times, shall be subject to the control and direction of the Board.

The Operating Committee shall meet as needed at a time and place to be determined by the Chair of Operating Committee.

The Board may establish such other committees, task forces or working groups as it deems appropriate.

- 6) <u>MEETINGS</u>. The Coalition shall meet on call of the President, the Executive Director or chair of the Operating Committee.
- 7) <u>FINANCIAL MATTERS</u>. Coalition funds may be expended consistent with the annual operating budget adopted by the Board. Other legal instruments shall be executed by Coalition officers with authority granted by the Board. The Board shall have no authority to expend funds in excess of the Coalition funds or incur any debt.

The financial contribution of the members in support of the Coalition shall be determined annually by the Board. Each of the members shall, by February 2 of each year, pay to the Coalition an amount as annually determined by the Board. The Board may authorize changes in the member assessment for all members upon majority vote. The annual member assessment levy shall be determined by October 1 of the preceding year.

Special member assessments may be made upon Board approval by majority vote for a project and program not budgeted, however, members shall retain the right to participate in such project or program in their sole discretion.

The Board may receive financial contributions from counties, non-profit organizations, private associations, entities or financial institutions. The Board may make such counties, non-profit organizations, associations, entities or institutions associate members. Associate members may send representatives to Board meetings, but shall not be entitled to representation on the Board or have any voting rights.

- 8) <u>BYLAWS</u>. The Board of Directors shall adopt such bylaws and procedures as it deems appropriate for the administration of the Coalition and the conduct of its meetings. Such bylaws may be adopted and amended only by a majority vote of all Member Cities.
- 9) <u>OFFICERS</u>. At the first meeting of the Board of Directors in each year, the Board will elect from its members a President, a Vice President, a Treasurer and a Secretary and such other officers as it deems necessary to conduct its meetings and affairs. The offices of Treasurer and Secretary may be held by the same person.

10) <u>POWERS</u>.

A. The Coalition may employ such persons as it deems necessary to accomplish its

purposes.

- B. The Coalition may contract with any members, other governmental units or other entities to accomplish its purposes.
- C. The Coalition may contract for space, equipment and supplies to carry on its activities.
- D. The Coalition shall designate one or more national or state banks or trust companies authorized by Minnesota Statutes, Chapter 118A or 427, to receive deposit of public monies to act as depositories for the Coalition's funds. No funds may be disbursed without the signatures of an authorized officer.
- E. The Coalition shall purchase such insurance as it deems appropriate but shall purchase liability insurance in at least the amount of potential liability for political subdivisions under Minnesota Statutes, Section 466.04.
- F. The Coalition may undertake programs and contract with members, and with any non-members authorized to enter into joint powers agreements under Minnesota Statutes, Section 471.59, to provide services to those contracting parties including, but not limited to, joint purchasing of supplies, other products, equipment and services; provided, however, that the Coalition may provide such services to individual members or to non-members only when the program is self-supporting and will not result in any non-participating member incurring expenses or in expenditure of any of the Coalition funds derived from membership contributions without the approval of the Board.
- 11) <u>WITHDRAWAL</u>. Any member may withdraw from the Coalition effective on January 1 of any year by giving written notice to the Coalition prior to October 15 of the preceding year.
- 12) <u>TERMINATION</u>. The Coalition shall be dissolved if less than three (3) members remain, or by mutual signed agreement of all of the members. Upon termination, remaining assets of the Coalition shall be distributed to the members still remaining at the time of termination, pro rated according to their respective contributions for the year of termination.
- 13) <u>NOTICES</u>. All notices or other communications required to be given to the Coalition shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid.
- 14) <u>AMENDMENTS</u>. This Agreement may be amended and become effective only by written agreement entered into by all members in good standing.
- 15) <u>MULTIPLE EXECUTION</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original

and all such counterpart shall constitute but one and the same instrument. An originally executed counterpart shall be filed with the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114.

16) <u>EFFECTIVE DATE</u>. This Agreement shall be in full force and effect upon receipt by the Executive Director, North Metro Mayors Association, 1000 Westgate, Suite #201, St. Paul, MN 55114, of an executed copy hereof. Upon receipt of all such documents, the previous Joint Powers Agreement 2010 and Amended and Reinstated JPA shall be superseded and replaced by this Agreement, and the Coalition will promptly mail a copy of the fully executed agreement to each of the Current Members.

[The	remainder	of	this	page	intentionally	left	blank.]

CITY OF ANDOVER

By:		
And by	:	
CITY (OF ANOKA	
Ву:		
And by	:	
CITY	OF BLAINE	
Ву:		
And by	:	
CITY (OF BROOKLYN CENTI	ER
Ву:		
And by	:	

CITY OF BROOKLYN PARK

By:
And by:
CITY OF CHAMPLIN
By:
And by:
CITY OF CIRCLE PINES
Ву:
And by:
CITY OF COON RAPIDS
Ву:
And by:

CITY OF DAYTON

By:	
And	by:
CIT	Y OF FRIDLEY
By:	
And	by:
CIT	Y OF MOUNDS VIEW
By:	
And	by:
CIT	Y OF MAPLE GROVE
By:	
And	by:
CIT	Y OF NEW BRIGHTON
By:	
And	by:

CITY OF NEW HOPE

By: _____

And by: _____

CITY OF RAMSEY

By: _____

And by: _____

CITY OF SPRING LAKE PARK

By: _____

And by: _____

NORTH METRO MAYORS ASSOCIATION BYLAWS (Revised Sept. 18, 2019)

ARTICLE I - NAME AND PURPOSE

Section 1. NAME

The name of the Joint Powers Organization shall be North Metro Mayors Association (hereinafter referred to as "Association").

Section 2. PURPOSES

The purpose of this Joint Powers Organization shall be to establish an organization to promote transportation and economic development projects and to assist in conducting government functions effectively and efficiently in the member communities in the northern portion of the Minneapolis/St. Paul metropolitan area.

ARTICLE II – MEMBERSHIP

Section 1. REGULAR MEMBERS

The members of this Joint Powers Organization shall be cities that elect to enter into a "Joint Powers Agreement" (See attached) and who agree to abide by the terms and conditions of said Joint Powers Agreement.

Section 2. ASSOCIATE MEMBERS

The Association may receive financial contributions from counties, non-profit organizations, private associations, entities or financial institutions. The Association may make such counties, non-profit organizations, associations, entities or institutions associate members. Associate members may send representatives to Board meetings, but shall not be entitled to representation on the Board or have any voting rights.

ARTICLE III – MEETING OF MEMBERS

Section 1. MEETING OF THE MEMBERS OF THE ASSOCIATION

 Annual Meetings: There shall be an annual meeting of the members of the Association between January 1 and April 30 of each year, at a time and place to be fixed and announced by the Board of Directors. Written notice of the time and place of the annual meeting shall be mailed or emailed to each regular member not less than ten days before the annual meeting date, excluding the day of the meeting. The business conducted at the annual meeting shall include:

- a. Approval of minutes of previous meetings and election of Officers of the Association.
- b. Consideration of proposed amendments to the Bylaws, of which due notice has been given in accordance with these Bylaws.
- c. Other business as appropriate.
- 2) Regular Meetings: Regular meetings shall be held up to six times per year. Regular meetings may occur as a result of: (1) a meeting schedule adopted by the Board of Directors, (2) at the call of the President, (3) at the request of the Chair of the Operating Committee, or (4) at the request of the Executive Director. An agenda for a regular meeting shall specify the business proposed to be transacted at such meeting. The Executive Director shall make suitable arrangements for the meeting to be held within thirty days of a request by the President, Chair of the Operating Committee or Executive Director. Written notice of any regular meeting and of the specific matters to be considered at the meeting shall be mailed or emailed to all regular members at least three days before the meeting date. Any matters may be considered at the meeting.
- 3) Special Meetings: Special meetings shall be held from time to time. Special meetings may occur as a result of: (1) at the call of the President, (2) at the direction of the Board of Directors, (3) at the request of the Chair of the Operating Committee, (4) at the request of the Executive Director, or (5) upon written request signed by not less than ten members of the Association and filed with the Executive Director. A call, direction or request for a special meeting shall specify the business proposed to be transacted at such meeting. Upon receipt of such a request, the Executive Director shall make suitable arrangements for the meeting to be held within thirty days thereafter. Written notice of any special meeting and of specific matters to be considered at the meeting shall be mailed or emailed to all regular members at least ten days before the meeting date. Only matters specified in the notice may be considered at a special meeting.

Section 2. RULES OF PROCEDURE FOR MEETINGS OF MEMBERS

- 1) Quorum: A quorum for meetings of the members is a majority of current cities of the total voting membership. There shall be no voting by proxy.
- 2) Voting: Voting shall be by voice vote, except where the members stand and are counted when the President is in doubt or a division is requested, or a secret ballot is requested. In transacting business, a majority vote of those attending is sufficient to pass or carry any motion except for those items requiring a two-thirds (2/3) vote in *Robert's Rules of Order* or this document.

3) Parliamentary Authority: The current edition of Robert's Rules of Order governs the proceedings of the Association in parliamentary situations covered by these Bylaws.

To the extent permitted by law, any lawful action of the Board of Directors may be taken without a meeting if such action is in a writing signed, or consented to be authenticated electronic communication, by at least two-thirds (2/3) of the total number of the Board of Directors. Any such action shall be filed with the minutes of the Board. The written action shall be effective when signed, or consented to by authenticated electronic communication, unless a different effective date is set forth therein. *Roberts Rules of Order* apply.

ARTICLE IV - BOARD OF DIRECTORS

Section 1. MEMBERS

The Board of Directors shall consist of up to two members from each member city as stated in the "Joint Powers Agreement." Each director shall have one (1) vote. Each director shall serve so long as the member city remains a participant under the terms and conditions of the "Joint Powers Agreement" or until their successors are elected and duly qualified. Each city shall appoint up to two (2) directors; one (1) of whom shall be the City Manager or Administrator or other designee. If a Mayor either refuses to serve as a director or elects to have a designee serve in his/her place, the member city shall confirm such designee as its official representative on the Board. Member cities may choose to appoint alternates for their representatives.

Section 2. NOTICE ANNUAL MEETINGS

The regular annual meetings of the Board of Directors shall be held without notice at the time immediately following the adjournment of the annual membership meeting for the purpose of transacting such business as may properly come before it.

Section 3. NOTICE SPECIAL MEETINGS

Special meetings of the Board of Directors may be called per ARTICLE III, Section 1, 3. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if done in writing, signed by two-thirds (2/3) of the total number of Directors.

Section 4. QUORUM

At all meetings of the Board of Directors a majority of member cities shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of the majority of the Board present at any meeting at which there is a quorum shall be the act of the Board of directors.

Section 5. ORDER OF BUSINESS

The Board of Directors may from time to time determine the order of business at the meeting

ARTICLE V – OFFICERS

Section 1. OFFICERS

The Officers of the Association shall be: a President, a Vice-President, a Secretary and a Treasurer. The Officers of Secretary and Treasurer may be held by the same person. Officers shall be elected as provided in Section 3 herein.

Section 2. QUALIFICATION FOR OFFICE

Any person representing a member city under the terms and conditions of the "Joint Powers Agreement" can be elected to any office in, or by, this Association, but the city must be a member in good standing of this Association.

Section 3. NOMINATION AND ELECTION

1) The Officers elected at the annual meeting shall succeed and take office immediately following their election and shall hold office for two years and until their successors are duly elected and qualified. The Officers may succeed themselves for one additional term of two years.

2) In the case of a vacancy occurring in the office of President, the Board of Directors shall elect a member of the Association to serve as acting President until the close of the term.

3) In the case of a vacancy occurring in any other office, the Board of Directors is empowered and directed to fill such vacancy, and the individual so selected shall serve until the close of term.

4) In order to hold an office in the Association the individual(s) so nominated must represent cities that are in good standing through execution of a "Joint Powers Agreement" and payment of membership dues.

Section 4. DUTIES OF THE OFFICERS

1) The President shall preside over all meetings of the Association, of the Board of Directors, and shall be the chief executive officer of the Association.

2) The Vice-President shall perform such duties as shall be delegated to him/her by the President or by the Board of Directors, and in the absence of the President shall preside at all meetings of the Association.

3) The Secretary shall keep the minutes of the meetings of the members, of the Board of Directors, and shall attend to the giving and certifying of all notices of such meetings. The Secretary shall sign or countersign all deeds, leases, mortgages and other documents; and

perform such other duties as may be assigned to the Secretary by the Board of Directors. This role may be delegated to staff or other designee under supervision of the Secretary or Treasurer.

4) The Treasurer shall have custody of all funds and securities of the Association and shall deposit such funds in the name of the Association in the bank or banks or other authorized depositories that the Board of Directors may designate. This role may be delegated to staff under supervision of the treasurer. The Treasurer or Operating Chair and Executive Director shall be authorized to countersign all checks, drafts and notes of the Association and disburse the funds of the Association under the direction of the Board of Directors, the President, and the Chair of the Operating Committee. The Treasurer shall oversee the preparation of a fiscal year accounting and tax return for the Association to be reviewed by the President, Vice-President, Treasurer or Secretary and filed with the Internal Revenue Service and the Minnesota Department of Revenue.

5) The Association may employ such persons as it deems necessary to accomplish its purposes.

ARTICLE VI - COMPENSATION OF OFFICERS

Section 1. Officers shall receive no compensation for the performance of their duties.

ARTICLE VII – NOTICES

Section 1. Whenever, under the provisions of these Bylaws, notice is required to be given to a member of the Association, member of the Board of Directors, or Officer of the Association other than the notice to be given in connection with the annual meeting of the members of the Association, it shall be given in writing and depositing the same in a post office or letter box in the United States Post Office or a branch United States Post Office addressed to the member, Board of Directors member, or Officer at his/her last known address as the same appears on the books of the Association. The date of the mailing of the notice shall be at the time of the giving of such notice.

Section 2. Email or telephone notice may be substituted for written notice of any regular or special meeting of the Board of Directors.

ARTICLE VIII – FINANCES

Section 1. CHECKS

All of the disbursements of the Association by check shall be signed by the following: Operating Chair, or Treasurer and/or the Executive Director.

Section 2. DUES

Financial contribution of members shall be determined annually by the Board, per the Amended and Restated Joint Powers Agreement.

ARTICLE IX – MISCELLANEOUS

Section 1. AMENDMENT OF BYLAWS

These Bylaws may be amended, repealed or altered in whole or in part by the affirmative vote of a majority of members in good standing, provided that notice in writing is given by mailing or emailing a copy of the proposed amendment to each member of the Board of Directors not less than five days prior to the date of the meeting at which the action to amend is voted on.

Section 2. INSPECTION OF RECORDS

The Board of Directors shall determine from time to time the circumstances and conditions under which the accounts, books and records of the Association, or any of them, shall be opened to the inspection of its members.

Section 3. DISSOLUTION

Dissolution of the Association shall be according to Paragraph 12 of the "Joint Powers Agreement."

Section 4. WITHDRAWAL

Any city may withdraw from the Association effective January 1 of any year by giving notice prior to October 15 of the preceding year.

Section 5. FISCAL YEAR

The fiscal year of the Association shall be the calendar year.

ADOPTED <u>Sept. 18, 2019</u>

Coon Rapids Mayor Jerry Koch, President



Memorandum

То:	Mayor Nelson and Members of the City Council
From:	Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date:	November 7, 2019
Subject:	Approval of JPA with Mounds View for Building Inspection Services

The City has received complaints from business owners regarding the lack of timeliness for the review of commercial building permits by the City's building official service provider, MNSPECT. Despite efforts by MNSPECT to correct this, the complaints have continued.

Our Building Inspector, Jeff Baker, has scheduled his Certified Building Official (CBO) – Limited exam for Wednesday, November 20th. Upon passage of that exam, Inspector Baker will be able to perform plan reviews and inspections on one and two family residential dwellings within the City. Mr. Baker continues to work towards qualifying to take the full CBO exam in the future.

Staff has worked collaboratively with the City of Mounds View on an arrangement that will allow Mr. Baker to work under the Mounds View Building Official's license for commercial and multi-family residential plan review and inspections. This innovative approach will provide Inspector Baker with opportunity to gain further experience with commercial and multi-family plan reviews and inspections under the guidance of a CBO.

The Joint Powers Agreement calls for the compensation to Mounds View to be \$60.00/hour for services rendered. The JPA will continue until Inspector Baker obtains his Certified Building Official license or the parties provide written notice to end it earlier. We anticipate that the relationship will continue well into the future, particularly with covering vacations.

City Attorney Thames drafted the agreement and submitted it to LMCIT for their review under their contract review service.

Staff recommends the following actions:

- Approval of the JPA. Mounds View will take action on the agreement at their November 12 City Council meeting.
- Authorize the Administrator, Clerk/Treasurer to submit its 60 day notice to MNSPECT to terminate the "Agreement and Contract for Inspection Services."

If you have any questions, please don't hesitate to contact me at 763-784-6491.

JOINT POWERS AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2019, between the City of Mounds View, a Minnesota municipal corporation (hereinafter "Mounds View"), and the City of Spring Lake Park, a municipal corporation (hereinafter "Spring Lake Park"), (Mounds View and Spring Lake Park are collectively referred to hereinafter as the "parties").

RECITALS

WHEREAS, pursuant to Minn. Stat. §471.59 <u>et</u>. <u>seq</u>. and other applicable statutes and the express and implied powers of the parties, the parties are authorized to enter into this Joint Powers Agreement (hereinafter this "Agreement") for their mutual benefit; and

WHEREAS, Mounds View employs a licensed Building Official to complete building permit review for properties within the City of Mounds View; and

WHEREAS, Spring Lake Park currently employs a licensed Building Inspector and separately contracts for Building Official services within the City of Spring Lake Park; and

WHEREAS, the Spring Lake Park Building Inspector is currently pursuing licensure as a Building Official and desires experience conducting building permit review under the supervision of a licensed Building Official; and

WHEREAS, the City of Mounds View, through its Building Official, is willing to provide building permit review services to the City of Spring Lake Park and licensed review and supervision of the Spring Lake Park Building Inspector's Building Official permit review work related to properties located within Spring Lake Park, until such time as the Spring Lake Park Building Inspector achieves licensure as a full Building Official and this Agreement is thereafter or otherwise terminated; and WHEREAS, the City of Spring Lake Park is willing to compensate the City of Mounds View for provision of these services by the Mounds View Building Official at an agreed upon hourly rate and further provide indemnification to the City of Mounds View for any potential claims against the City of Mounds View related to the Spring Lake Park Building Inspector's work completed under the supervision of the Mounds View Building Official.

NOW, THEREFORE, it is hereby declared and agreed as follows:

1. The City of Mounds View hereby agrees to provide licensed building permit review services, through its licensed Building Official, to the City of Spring Lake Park and licensed review and supervision of the Spring Lake Park Building Inspector's Building Official permit review work related to properties located within Spring Lake Park, until such time as the Spring Lake Park Building Inspector achieves licensure as a full Building Official and this Agreement is thereafter or otherwise terminated.

2. The City of Spring Lake Park shall compensate the City of Mounds View for the provision of these services at a rate of \$60.00 per hour. On a monthly basis, the City of Mounds View shall invoice the City of Spring Lake Park for services performed. The City of Spring Lake Park shall pay such invoices within 30 days of receipt of the same.

3. The City of Spring Lake Park shall indemnify, defend, and hold harmless the City of Mounds View, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys' fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever, sustained as a direct result of the negligence or misconduct of the Spring Lake Park Building Inspector in the performance of the work which is subject to the Mounds View Mounds View Building Official's own negligence or misconduct or actions for which the City of Mounds View is not obligated to defend and indemnify the Mounds View Building Official pursuant to Minn. Stat. Section 466.07, subd. 1. This indemnification obligation shall only require Spring Lake Park's indemnification of Mounds View under the circumstances contemplated herein, and shall not require the City of Spring Lake Park to indemnify the Spring Lake Park Building Inspector for actions for which Spring Lake Park is not obligated to defend and indemnify the same pursuant to Minn. Stat. Section 466.07, subd. 1.

4. It shall be the responsibility of the Mounds View Building Official to maintain active Minnesota Building Official licensure throughout the term of this Agreement. If at any time during the term of this Agreement the Mounds View Building Official receives notice of, or otherwise becomes aware of, any action which affects or has the potential to affect the Mounds View Building Inspector's license to conduct permit review, the City of Mounds View shall immediately provide notice of the same to the City of Spring Lake Park. In such event, either party may immediately terminate this Agreement, upon written notice to the other party.

5. Either party may terminate this Agreement at any time and for any reason or no reason, upon sixty (60) days' written notice to the other party. Either party may terminate this Agreement immediately upon a material breach of this Agreement by the other party or as contemplated in the above paragraph 4. In the event of termination, the City of Spring Lake Park shall be responsible for payment for all services performed prior to such termination. The indemnification obligations outlined within paragraph 3 of this Agreement shall survive termination.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF SPRING LAKE PARK

By_____ Its_____

By_____ Its_____

CITY OF MOUNDS VIEW

By	 		
Its			

By		
Its		



Memorandum

To: Mayor Nelson and Members of the City Council

From: Wanda Brown, Recycling/Special Projects

Date: November 8, 2019

Subject: Recycling Budget 2020

Attached you will find the 2019 projected revenues and expenditure, along with the actual revenues and expenditures from that year as of November 8, 2019. The 2019 revenues are short until after we submit our July – December 2019 SCORE Report and our reimbursement form to Xcel Energy for the recycling of fluorescent bulbs. which will be submitted in January 2020.

The 2020 projected revenues and expenditures are based off of the revenues and expenditures from 2019. If you have any questions I would be more than willing to answer them. I can be contacted at 763-792-7219, Monday – Friday from 8:00 am – 4:30 pm.

Thank you.

2020 Proposed Budget

	PROJECTED	ACTUAL	PROJECTED	ACTUAL
	2019	2019	2020	2020
BALANCE				
SCORE				
INTEREST				
REFUND & REIMBURSEMENT	830.00	812.77	830.00	
CLEAN UP/YARD WASTE	64,747.57	35,285.56	63,145.00	
RECYCLING COLLECTION	129,000.00	131,590.28	129,000.00	
RECYCLING PENALITIES	1,762.96	1,950.47	1,900.00	
SCORE GRANT 10% OVERAGE				
RECYCLING GRANT		400 000 00	404 075 00	
TOTAL	196,340.53	169,639.08	194,875.00	-
SALARY	24,720.00	19,484.65	25,492.50	
VAC BUY BACK	831.00	10,101.00	831.00	
PERA	1,751.00	1,461.20	1,803.53	
FICA/MEDICARE	1,802.50	1,450.76	1,856.58	
HEALTH INSURANCE	5,459.00	4,397.00	5,622.77	
LIFE INSURANCE	25.00	18.40	25.00	
MEDICARE				
WORKERS COMPENSATION	150.00	-	150.00	
OFFICE SUPPLIES	75.00	16.14	75.00	
OPERATING SUPPLIES	125.00	86.50	125.00	
POSTAGE	4,000.00	2,971.71	3,500.00	
LEGAL FEES		000 54	250.00	
TRAVEL EXPENSES	300.00	282.54	350.00	
PRINTING & PUBLISHING	5,000.00	4,230.46	4,600.00	
CONTRACTUAL SERVICES	88,404.48	73,317.50 1,264.16	93,713.04 2,294.40	
	2,294.40 43,416.05	34,253.80	43,416.00	
CLEAN UP/YARD WASTE	43,410.05	34,203.00		
RECYCLING ENHANCEMENT COMMUNITY EVENT/PARK	- 13,582.00	12,652.83	7,000.00	
RECYCLING GRANT EXPENSES	•	12,002.00	.,	
CONFERENCE & SCHOOL	-		-	
DUES & SUBSCRIPTIONS	-		-	
MISC.				
CAPITAL OUTLAY				
PERMANENT TRANSFERS	4,000.00		4,000.00	
	405 025 42	155,887.65	194,854.82	-
RECYCLING FUND TOTAL	195,935.43 405.10	13,751.43	20.18	-
NET	405.10	10,701.40	20.10	



Memorandum

To: Mayor Nelson and Members of the City Council

From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer

Date: November 13, 2019

Subject: Approval of 2020 Public Utilities Budget

Staff has included the proposed 2020 Public Utilities Budget for City Council review and approval.

Revenues are anticipated at \$1,558,945, which is an increase of \$42,641 or 2.8%. This revenue growth is due to anticipated revenues from the opening of the Hy-Vee Fast and Fresh convenience store late this year and the opening of the Hy-Vee store early in 2020. Expenditures are also anticipated at \$1,558,945, resulting in a balanced budget.

The City's efforts to contain I&I through its sanitary sewer lining program appear to be paying off. The City will experience a \$8,659 reduction in the Metro Waste Control line item for 2020. These are the fees the City pays to Metropolitan Council Environmental Services (MCES) for the treatment of the City's wastewater.

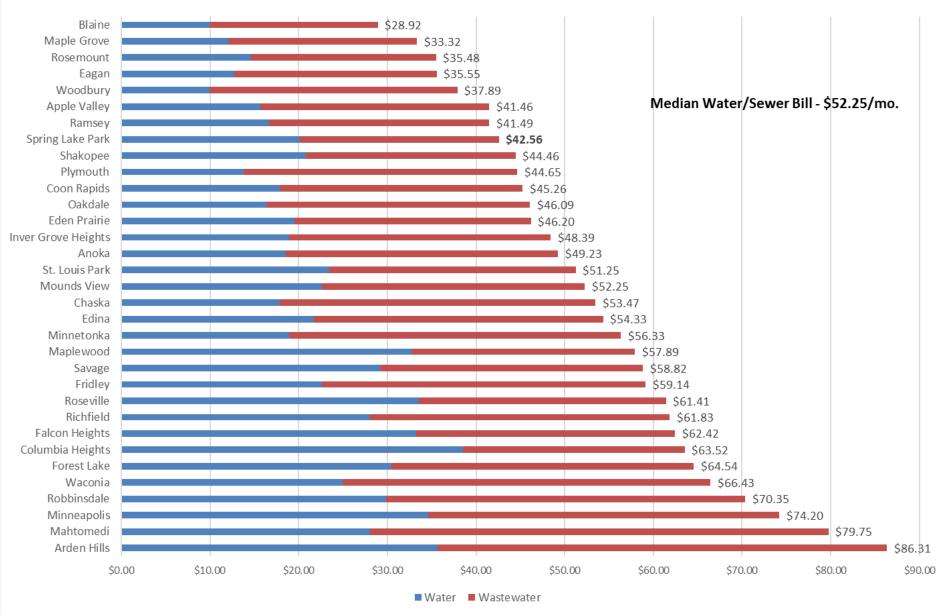
Cost drivers include increases in wages and benefits and increases in utility maintenance costs (water main breaks, sewer breaks, etc).

Staff is not proposing a utility rate increase (water or sanitary sewer) for 2020. It has been three years since the City's last utility rate increase.

The City's water and sanitary sewer rates compare favorably with cities across the Twin Cities metropolitan area. I have included a chart with results from the 2019 North Central Utility Rate Survey. As you can see, of those who responded, we have some of the lowest utility rates in the Twin Cities metropolitan area.

Staff recommends approval of the 2020 Public Utilities Budget. If you have any questions, please don't hesitate to contact me at 763-784-6491.

Total Water/Sanitary Sewer Rates - Metro Area 2019 North Central Utility Rate Survey - AE2S



CITY OF SPRING LAKE PARK BREAKDOWN OF REVENUES FOR 2020 BUDGET PUBLIC UTILITIES OPERATING FUND

	PUBLIC UTILITIES OPERA	ATING	PUBLIC UTILITIES OPERATING FUND									
		2018 Actual			2019 Budget	Γa	ge R-1 2020 Budget					
34950	MISC REVENUE, REFUNDS & REIMBURSEMENTS	\$	1,977.63	\$	-	\$	-					
36210	INTEREST EARNED	\$	1,841.31	\$	30,000	\$	30,000					
37101	WATER COLLECTIONS	\$	479,176.03	\$	508,892	\$	518,470					
37103	SALES TAX COLLECTED	\$	-	\$	6,200	\$	6,200					
37104	PENALTIES - WATER	\$	7,788.00	\$	7,000	\$	7,000					
37109	SAFE DRINKING WATER FEE (Water Test Fee)	\$	13,915.27	\$	13,900	\$	21,335					
37111	ADMINISTRATIVE CHARGE	\$	81,582.53	\$	82,000	\$	82,000					
37115	ESTIMATE READING CHARGE	\$	50.00	\$	50	\$	50					
37149	WATER CONNECTION-INTEREST	\$	301.32	\$	-	\$	-					
37150	WATER CONNECTION-WAC	\$	8,400.00	\$	-	\$	2,400					
37151	WATER RECONNECTION-CALL OUT FEE	\$	1,444.22	\$	1,000	\$	1,000					
37170	WATER PERMITS	\$	300.00	\$	100	\$	100					
37171	WATER PERMIT SURCHARGES	\$	1.00	\$	10	\$	10					
37172	WATER METER SALES & INSTALLATION	\$	8,265.13	\$	1,500	\$	1,500					
37174	INSTALL CHARGES-NEW PERMITS	\$	732.30	\$	-	\$	-					
37201	SEWER COLLECTIONS	\$	834,576.43	\$	848,892	\$	865,450					
37204	PENALTIES - SEWER	\$	15,087.64	\$	15,000	\$	15,000					
37250	SEWER CONNECTION CHARGES (SAC)	\$	99,480.86	\$	-	\$	5,170					
37251	SEWER CONNECTION-INTEREST	\$	793.27	\$	-	\$	1,000					
37270	SEWER PERMITS	\$	300.00	\$	100	\$	100					
37271	SEWER PERMIT SURCHARGES	\$	1.00	\$	10	\$	10					
37273	SEWER HOOK-UP CHARGES	\$	725.00	\$	150	\$	150					
39206	TRANSFER FROM RECYCLING FUND	\$	1,500.00	\$	1,500	\$	2,000					
TOTAL 2	020 PUBLIC UTILITY OPERATING REVENUES	\$	1,558,238.94	\$	1,516,304	\$	1,558,945					

CITY OF SPRING LAKE PARK BREAKDOWN OF EXPENDITURES FOR 2020 BUDGET

				0-1		Pag	le W-1
WATER	DEPARTMENT-601.49400		2018 Actual		2019 Budget		2020 Budget
						_	
1010	SALARIES		\$ 107,740.31	\$	109,000	\$	112,300
1013	OVERTIME		\$ 7,762.91	\$	7,912	\$	8,150
	a) 175 OT hrs @ \$46.56						
1020	ON-CALL SALARIES		\$ 1,366.08	\$	3,014	\$	4,660
	a) 60 OT hrs @ \$46.56 \$	2,795					
	b) 30 DT hrs @ \$62.08 \$	1,865					
1040	TEMPORARY SALARIES (\$10-\$12)		\$ 9,550.00	\$	5,000	\$	-
1050	VACATION BUY BACK		\$ 1,973.11	\$	1,700	\$	2,700
1210	a) Coordinated 7.5% \$125,110		\$ 5,664.65	\$	8,695	\$	9,071
1220	FICA & MEDICARE EMPLOYER CONTRIBUTION		\$ 9,791.31	\$	9,690	\$	9,781
	a) FICA 6.2% \$127,810 \$	7,927					
	b) Medicare 1.45% \$127,810 \$	1,853					
1300	HEALTH & DENTAL INSURANCE		\$ 18,598.62	\$	19,985	\$	21,385
1313	LIFE INSURANCE		\$ 92.16	\$	95	\$	95
1510	WORKER'S COMPENSATION		\$ 7,874.54	\$	7,900	\$	8,500
2000	OFFICE SUPPLIES a) Copy Paper b) Miscellanous		\$ 527.17	\$	800	\$	800
2030	PRINTED FORMSa) Utility Bills & Envelopes\$b) Special Notices, Radio Install Forms\$	1,400 200	\$ 1,533.61	\$	2,000	\$	1,600
2100	OPERATING SUPPLIES		\$ 29.50	\$	800	\$	800
2120	MOTOR FUELS & LUBRICANTS		\$ 3,028.68	\$	2,700	\$	3,000
2200	REPAIR & MAINTENANCE a) Hydrant Conversion (5) b) Water Main Breaks c) Water System Maintenance		\$ 75,495.42	\$	60,000	\$	65,000
2210	EQUIPMENT PARTS a) Well house maint, paint		\$ 1,177.25	\$	1,000	\$	1,000
2220	POSTAGE a) Utility Billing b) Metered Mail		\$ 2,310.45	\$	2,500	\$	2,500

2020 BUDGET BREAKDOWN OF EXPENDITURES:			2018		2019		Page W-2 2020		
WATER	DEPARTMENT-601.49400 (CON'T)				Actual		Budget		Budget
2221	TIRES			\$	-	\$	500	\$	500
2222	STREET REPAIRS a) Curb Repairs b) Sod c) Asphalt (water main breaks)			\$	7,468.44	\$	3,000	\$	10,000
2261	WATER TESTING a) Bacterial monthly b) Copper & Lead			\$	1,036.55	\$	800	\$	1,000
2262	WATER METERS & SUPPLIES			\$	8,224.35	\$	5,500	\$	5,500
2264	SAFE DRINKING WATER FEE (Water Test Fe	e-371	09)	\$	13,944.00	\$	13,900	\$	21,335
2280	UNIFORM ALLOWANCE			\$	729.47	\$	950	\$	1,050
3010	AUDIT & ACCOUNTING SERVICES (12.5%)			\$	2,618.76	\$	2,700	\$	5,510
3030	ENGINEERING SERVICES			\$	9,945.01	\$	2,500	\$	2,500
3040	LEGAL SERVICES			\$	-	\$	300	\$	300
3210	TELEPHONE a) Alarm System b) Cell Phone usage c) Pager			\$	561.04	\$	900	\$	750
3310	TRAVEL EXPENSE a) AWWA Conference b) USTI Conference			\$	862.68	\$	1,100	\$	1,000
3500	PRINTING & PUBLISHING a) Newsletter b) Special Notices			\$	7,758.59	\$	7,600	\$	9,000
3600	INSURANCE			\$	6,642.10	\$	7,000	\$	8,000
3870	WATER USAGE - BLAINE ACCOUNTS			\$	2,377.70	\$	3,500	\$	4,200
4000	CONTRACTUAL SERVICESa) I.T. Servicesb) Safety Consultantc) Drug Testing	\$ \$ \$	5,000 2,061 450	\$	10,564.76	\$	7,511	\$	7,511

	DGET BREAKDOWN OF EXPENDITURES: DEPARTMENT-601.49400 (CON'T)			2018 Actual	2019 Budget	Pa	ge W-3 2020 Budget
4050	 MAINTENANCE AGREEMENTS a) USTI (software support) b) Gopher State One-Call c) Cathodic Protection Service d) 66% SCADA System e) Software Support for Meter Program f) Meter Reading Equipment Support (handhelds) g) Infraseek GIS h) GPS upgrades i) Infraseek Software Modules 	****	1,000 1,000 2,000 765 660 250 1,800 300 6,000	\$ 4,653.91	\$ 13,775	\$	13,775
4300	 CONFERENCES & SCHOOLS a) Munici-pals b) MN Rural Water Conference c) AWWA d) Con-Expo e) Staff Training 1/yr f) U.S.T. I. Conference 	\$ \$ \$	500 150 850	\$ 1,153.03	\$ 1,500	\$	1,950
4330	DUES & SUBSCRIPTIONS a) AWWA b) Rural Water Assoc.			\$ 810.59	\$ 560	\$	560
4370	PERMITS & SALES TAX a) DNR Fees (Well Permits) b) Quarterly Sales Tax (37103)	\$ \$	2,200 6,200	\$ 1,957.60	\$ 8,400	\$	8,400
4470	WATER PERMIT SURCHARGES (37171)			\$ -	\$ 10	\$	10
5000	CAPITAL OUTLAY			\$ -	\$ -	\$	-
7000	TRANSFERS OUT a) Transfer to General Fund b) Transfer to Renewal & Replacement 	\$ \$	32,947 62,794	\$ 4,813,931.00	\$ 94,253	\$	95,741

TOTAL 2020 WATER DEPARTMENT EXPENDITURES	\$ 5,149,755.35	419,050	\$	449,934
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CITY OF SPRING LAKE PARK BREAKDOWN OF EXPENDITURES FOR 2020 BUDGET

BREAKDOWN OF EXPENDITURES FOR 2020 BUDGET Page WTP/OP-1											
WATER	TREATMENT PLANT OPERATIONS-601.4940	<u>)2</u>			2018 Actual		2019 Budget	Pag	2020 Budget		
2100	OPERATING SUPPLIES			\$	-	\$	100	\$	100		
2120	MOTOR FUELS & LUBRICANTS a) Diesel, Generator			\$	2,000.00	\$	2,000	\$	2,000		
2160	CHEMICALS & CHEMICAL PRODUCTS			\$	19,635.67	\$	19,000	\$	20,000		
2200	REPAIR & MAINTENANCE a) Tools b) RPZ Testing (Backfill testing) c) Load Bank Testing (Generator)	\$	3,000	\$	15,442.40	\$	15,000	\$	15,000		
2210	EQUIPMENT PARTS			\$	852.97	\$	4,000	\$	4,000		
3030	ENGINEERING FEES			\$	1,760.00	\$	1,000	\$	1,000		
3500	PRINTING & PUBLISHING			\$	-	\$	-	\$	-		
3600	INSURANCE			\$	10,105.20	\$	10,200	\$	12,000		
3810	ELECTRIC UTILITIES			\$	89,319.64	\$	75,000	\$	82,000		
3830	GAS UTILITIES			\$	3,141.20	\$	2,600	\$	2,600		
4000	CONTRACTUAL SERVICE a) Filter Evaluation b) Security Camera Maintenance c) Comcast			\$	470.00	\$	3,500	\$	2,000		
4370	 PERMITS, DUES & SUBSCRIPTIONS a) Hazardous Chemical Inventory Fee & Pressure Vessel Permit (State of MN) b) WTP Permit (Metro Council) c) Strength Charge (Metro Council) 	\$ \$ \$	200 650 1,700	\$	1,075.00	\$	2,850	\$	2,550		
5000	CAPITAL OUTLAY			\$	829.00	\$	-	\$	•		
7000	TRANSFERS OUT a) Transfer to Renewal & Replacement b) Transfer to Water Treatment Plant Fund 	\$ \$	11,655 34,638	\$	43,635.00	\$	44,945	\$	46,293		
	TOTAL 2020 WTP EXPENDITURES			\$	188,266.08	\$	180,195	\$	189,543		

CITY OF SPRING LAKE PARK BREAKDOWN OF EXPENDITURES FOR 2020 BUDGET

	BREARDOWN OF EXPE		UNLOI	2020 0000	- 1		Ра	ge S-1
SEWER	DEPARTMENT-601.49450			2018 Actual		2019 Budget		2020 Budget
1010	SALARIES			\$ 107,740.71	\$	109,000	\$	112,300
1013	OVERTIME a) 175 OT hrs @ \$46.56			\$ 7,763.05	\$	7,912	\$	8,150
1020		\$ \$	2,795 1,865	\$ 1,366.11	\$	3,014	\$	4,660
1040	TEMPORARY SALARIES (\$10-\$12)			\$ 9,550.00	\$	5,000	\$	-
1050	VACATION BUY BACK			\$ 1,973.12	\$	1,700	\$	2,700
1210	PERA EMPLOYER CONTRIBUTION a) Coordinated 7.5%\$ 125,110			\$ 8,905.30	\$	8,695	\$	9,071
1220		NC \$ \$	7,927 1,853	\$ 9,791.97	\$	9,690	\$	9,781
1300	HEALTH & DENTAL INSURANCE			\$ 18,599.18	\$	19,985	\$	21,385
1313	LIFE INSURANCE			\$ 92.40	\$	95	\$	95
1510	WORKER'S COMPENSATION			\$ 7,874.54	\$	7,900	\$	8,500
2000	OFFICE SUPPLIES a) Copy Paper b) Miscellanous			\$ 567.90	\$	800	\$	800
2030		\$ \$	1,400 200	\$ 1,533.62	\$	1,500	\$	1,600
2100	OPERATING SUPPLIES			\$ -	\$	500	\$	500
2120	MOTOR FUELS & LUBRICANTS			\$ 3,028.69	\$	2,700	\$	2,700
2200	REPAIR & MAINTENANCEa) Chemicals-Sewer Systemb) Sewer System Maintenancec) Manhole Covers			\$ 14,466.20	\$	10,000	\$	14,000
2210	EQUIPMENT PARTS			\$ 2,460.00	\$	3,000	\$	3,000
2220	POSTAGE a) Utility Billing b) Metered Mail			\$ 2,085.43	\$	2,500	\$	2,500
2221	TIRES			\$ -	\$	500	\$	500

<u>2020 BU</u>	DGET BREAKDOWN OF EXPENDITURES:			2018	2019	Pa	ge S-2 2020
SEWER	<u>DEPARTMENT-601.49450 (CON'T)</u>			 Actual	Budget		Budget
2222	STREET REPAIRS a) Curb Repairs b) Sod c) Asphalt (sewer breaks)			\$ 3,846.15	\$ 1,500	\$	3,000
2262	WATER METERS & SUPPLIES			\$ 2,174.62	\$ 6,000	\$	6,000
2280	UNIFORM ALLOWANCE			\$ 729.47	\$ 950	\$	1,050
3010	AUDIT & ACCOUNTING SERVICES (12.5%)			\$ 2,618.74	\$ 2,700	\$	5,510
3030	ENGINEERING SERVICES			\$ 2,846.00	\$ 2,500	\$	2,500
3040	LEGAL SERVICES			\$ -	\$ 300	\$	300
3210	TELEPHONE a) Alarm System b) Cell Phone usage c) Pager			\$ 561.11	\$ 700	\$	700
3310	TRAVEL EXPENSE a) Sewer Trade Conference b) USTI Conference			\$ 125.30	\$ 1,000	\$	1,000
3500	PRINTING & PUBLISHING			\$ 127.66	\$ 300	\$	300
3600	INSURANCE			\$ 11,149.91	\$ 11,500	\$	13,000
3810	ELECTRIC UTILITIES			\$ 4,906.46	\$ 4,000	\$	5,500
3840	METRO WASTE CONTROL (\$48,743.25/month)			\$ 633,742.28	\$ 593,579	\$	584,920
4000	 CONTRACTUAL SERVICES a) I.T. Services (split 150 hr block) b) Safety Consultant c) Drug Testing d) Load Bank Testing (Generator) 	\$ \$ \$ \$	5,000 2,061 450 1,000	\$ 17,209.86	\$ 13,511	\$	8,511
4050	 MAINTENANCE AGREEMENTS a) USTI (software support) b) Gopher State One-Call c) 33% SCADA System d) Software Support for Meter Program e) Meter Reading Equipment Support (handhelds) f) Infraseek GIS g) GPS/GIS Software Support 	\$\$\$\$	1,000 2,040 450 660 250 1,800 300	\$ 2,913.96	\$ 6,500	\$	6,500

	DGET BREAKDOWN OF EXPENDITURES: DEPARTMENT-601.49450 (CON'T)				2018 Actual	2019 Budget	Pag	ge S-3 2020 Budget
4300	 CONFERENCES & SCHOOLS a) Munici-pals b) MN Rural Water Conference c) AWWA d) Sever Trade Conference 	¢	500	\$	828.03	\$ 1,950	\$	1,950
	d) Sewer Trade Conferencee) Staff Training 1/yrf) U.S.T.I. Conference	\$ \$ \$	500 150 850					
4330	 DUES & SUBSCRIPTIONS a) Minnesota Rural b) American Water Works Assoc. c) A.P.W.A. 	\$ \$ \$	123 137 80	\$	69.59	\$ 340	\$	340
4390	MISCELLANEOUS			\$	-	\$ -	\$	•
4450	RESERVE CAPACITY CHARGES (SAC-37250)		\$	71,344.35	\$ -	\$	
4460	SEWER PERMIT SURCHARGES (37271)			\$	-	\$ 10	\$	-
5000	CAPITAL OUTLAY			\$	-	\$ -	\$	
7000	TRANSFERS OUT a) Transfer to General Fund b) Transfer to Renewal & Replacement 	\$ \$	17,700 58,445	\$	73,037.00	\$ 75,228	\$	76,145
	TOTAL 2020 SEWER DEPARTMENT EXPEND	DITUF	RES	\$1	,026,028.71	\$ 917,059	\$	919,468

TOTAL 2020 PUBLIC UTILITY OPERATING EXPENDITURES	\$6,364,050.14	\$ 1,516,304	\$ 1,558,945

CITY OF SPRING LAKE PARK BREAKDOWN OF REVENUE & EXPENDITURES FOR 2020 BUDGET WATER TREATMENT PLANT FUND 602

Page WTP-1

REVENUES:		 2018 Actual	2019 Budget	2020 Budget
602.00000.36200	MISC REVENUES	\$ -	\$ -	\$ -
602.00000.36210	INTEREST	\$ 2,480.17	\$ 5,000	\$ 3,817
602.00000.37150	WATER CONNECTION CHARGE	\$ -	\$ -	\$ -
602.00000.37601	WATER TREATMENT PLANT COLLECTIONS	\$ 214,190.05	\$ 210,000	\$ 210,000
602.00000.37604	WATER TREATMENT PLANT PENALTIES	\$ 3,579.85	\$ 3,016	\$ 3,016
602.00000.39206	TRANSFER FROM WTR TREATMT PLANT	\$ 32,649.00	\$ 33,629	\$ 34,638
TOTA	L 2020 WTP BOND FUND REVENUES	\$ 252,899.07	\$ 251,645	251,471

EXPENDITURES:			2018 Actual	2019 Budget	2020 Budget
602.49402.06010	BOND PRINCIPAL	\$	213,000.00	\$ 219,000	\$ 225,000
602.49402.06110	BOND INTEREST	<u>\$</u>	36,649.01	\$ 32,645	\$ 26,471
<u>TOTA</u>	L 2020 WTP BOND FUND EXPENDITURES	\$	249,649.01	\$ 251,645	\$ 251,471



Stantec Consulting Services Inc. 733 Marquette Avenue, Suite 1000, Minneapolis MN 55402

November 13, 2019

Mr. Dan Buchholtz, Administrator City of Spring Lake Park City Hall 1301 81st Avenue NE Spring Lake Park, MN 55432

Re: 2019 Garfield Pond Improvements Project Project No. 193804750 Bid Results

Dear Dan:

Bids were opened for the Garfield Pond Improvements Project on November 12, 2019. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

Ten bids were received. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	Jacon LLC	\$410,789.00
#2	Rachel Contracting	\$473,141.50
#3	Veit & Company, Inc.	\$479,851.25
#4	New Look Contracting, Inc.	\$480,883.50
#5	Park Construction Company	\$494,420.50
#6	Dave Perkins Contracting, Inc.	\$495,812.00
#7	LinnCo, Inc.	\$508,445.30
#8	Northland Excavating	\$509,706.31
#9	LaTour Construction, Inc.	\$561,045.25
#10	Meyer Contracting, Inc.	\$565,858.38

The low Bidder on the Project was Jacon LLC with a Total Base Bid Amount of \$410,789.00.00. Attached to this letter is contractor qualification information for Jacon LLC as submitted with their bid.

The low bid amount of \$410,789.00 is slightly less than the combined estimated construction and contingency amount used for the grant application on this project.

These Bids have been reviewed and found to be in order. If the City wishes to award the Project to the low Bidder, then **Jacon LLC should be awarded the Project on the Total Base Bid Amount of \$410,789.00.** Award of the project should be content upon RCWD concurrence that the award is complaint with the grant requirements.

Should you have any questions, please feel free to contact Peter Allen me.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Phil Gravel

Phil Gravel

Enclosures

Design with community in mind

C	Ctantac	Project Name: 2019 Garifeld Pond Improvements Project	arfield Pond I	mprovements	Project			- The	I hereby certify that this is an exact reameduction of hids rac aived	s is an exact			
y		City Project No.:				Stantec Project No.: 1	193804750	-		J N C	9		
		Bid Opening: Tuesday, November 12,	ay, November	-12, 2019 at 1 P.M.,	.M., CST	Owner: C	Owner: City of Spring Lake Park, Minnesota	Park, Minnesota	-	Hui Jaran	e e		
										license # 19864			
					Bidder No. 1	Bidder No. 2	.2	Bidder No. 3	No. 3	Bidder No. 4	Vo. 4	Bidder No. 5	
tem	BID TABULATION			_	Jacon LLC	Rachel Contracting	acting	Veit & Company, Inc.	pany, Inc.	New Look Contracting Inc.	tracting Inc.	Park Construction Company	mpany
Num		U	Units Qty	Unit Price	e Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID PART A - GARFIELD POND IMPROVEMENTS:												
-		1	LS 1	\$15,600.00	0.00 \$15,600.00	69	\$37,850.00	\$51,610.00	\$51,610.00	\$10,000.00	\$10,000.00	\$38,700.00	\$38,700.00
2						-	\$5,000.00	\$5,100.00	\$5,100.00	\$5,150.00	\$5,150.00	\$4,490.00	\$4,490.00
ω×	DEWATERING FPOSION AND SEDIMENT CONTROL		LS 1 Is 1	\$14,393.00 \$5 500.00	3.00 \$14,393.00 0.00 \$5.500.00	500 \$25,000.00 \$55,000.00 \$5	\$25,000.00 \$5,000.00	\$10,500.00	\$10,500.00	\$30,000.00 \$4 750.00	\$30,000.00	\$26,300.00	\$26,300.00 \$11 500.00
t 10				-69	69	69	\$38,800.00	\$34,125.00	\$34,125.00	\$43,500.00	\$43,500.00	\$34,100.00	\$34,100.00
ę		0				_	\$44,000.00	\$21.50	\$47,300.00	\$25.50	\$56,100.00	\$25.20	\$55,440.00
r 0	CLEARING AND GRUBBING		LS 1	\$44,840.00 \$2 500 00	0.00 \$44,840.00 0.00 \$7.500.00	\$71,350.00 \$71,350.00 \$	\$71,350.00	\$52,412.00 \$2.245.00	\$52,412.00 \$6.705.00	\$28,600.00 \$2 250.00	\$28,600.00 \$7 050 00	\$45,700.00	\$45,700.00
0 0				7¢			\$2,772.00	\$81.00	\$2,268.00	\$100.00	\$2,800.00	\$74.90	\$2,097.20
10		_					\$600.00	\$95.00	\$1,140.00	\$120.00	\$1,440.00	\$41.90	\$502.80
11				\$1,2		\$6	\$1,300.00	\$600.00	\$1,200.00	\$735.00	\$1,470.00	\$929.00	\$1,858.00
12	2 REMOVE BITUMINOUS PAVEMENT (INCLUDES SAWCUTS) 3 REMOVE CONCRETE CURB (INCLUDES SAWCUTS)		SF 900 LF 50		\$2.00 \$1,800.00 \$4.00 \$200.00	32.00 \$22.00 \$2.00 \$20.00	\$1,800.00 \$1,000.00	\$1.65 \$9.65	\$1,485.00 \$482.50	\$2.85 \$10.85	\$2,565.00 \$542.50	\$2.00 \$19.70	\$1,800.00 \$985.00
14							\$715.00	\$6.15	\$676.50	\$6.00	\$ 660.00	\$5.30	\$583.00
15							\$1,560.00	\$10.10	\$2,626.00	\$18.00	\$4,680.00	\$7.45	\$1,937.00
16							\$2,950.00	\$2,804.00	\$2,804.00	\$3,047.00	\$3,047.00	\$2,470.00	\$2,470.00
18	7 4 DIA STORM SEWER CBMH, INCL CSIG AND ADJ RINGS 3 5' DIA STORM SEWER CBMH, INCL CSIG AND ADJ RINGS		EA 1	\$5,800.00	0.00 \$5.800.00	53,850.00 56.030.00	\$6,030.00	\$5.184.00	\$5.184.00	\$5,867.00 \$6.010.00	\$5,867.00	\$5,000.00	\$5,000.00
19					67	-	\$15,000.00	\$6,901.00	\$13,802.00	\$6,749.00	\$13,498.00	\$6,970.00	\$13,940.00
20				\$6	Ø	\$10	\$10,250.00	\$17,490.00	\$17,490.00	\$17,901.00	\$17,901.00	\$17,300.00	\$17,300.00
21	1 12" RC PIPE SEWER DESIGN 3006 CLASS V 2 18" PC DIDE SEWEP DESIGN 3006 CLASS V				\$42.50 \$680.00 \$680.00 \$542.00	\$70.00 \$70.00 \$70.00 \$	\$1,120.00 \$8.280.00	\$68.00 \$75.00	\$1,088.00 \$5.175.00	\$285.00 \$101.00	\$4,560.00 \$6.969.00	\$113.00	\$1,808.00 *8 280.00
23			Е 32 Ш				\$3,328.00	\$101.00	\$3,232.00	\$129.00	\$4,128.00	\$146.00	\$4,672.00
24		_					\$1,272.00	\$133.00	\$3,192.00	\$234.00	\$5,616.00	\$177.00	\$4,248.00
26					69		\$107,163.00	\$202.00	\$114,534.00	\$195.00	\$110,565.00	\$210.00	\$119,070.00
26	5 42° RC PIPE BEND DESIGN 3006 CLASS II 7 12° RC PIPE - APRON (INCL TRASH GUARD)		EA 12 EA 1	69	1,525.00 \$18,300.00 \$876.00 \$876.00	1.00 \$1,788.00 51,788.00 \$1,420.00	\$21,456.00	\$1,005.00 \$2.311.00	\$12,060.00 \$2.311.00	\$1,420.00 \$4.602.00	\$17,040.00 \$4.602.00	\$1,290.00 \$1.720.00	\$15,480.00 \$1.720.00
26				69	69		\$2,050.00	\$3,442.00	\$3,442.00	\$2,750.00	\$2,750.00	\$2,610.00	\$2,610.00
29		H			69	_	\$8,300.00	\$7,105.00	\$14,210.00	\$5,141.00	\$10,282.00	\$5,610.00	\$11,220.00
30) HAND-PLACED RIPRAP - CLASS 3				\$100.00 \$9,000.00 \$24.00 \$	5120.00 \$120.00 \$4.2 00	\$10,800.00 \$1 EE0.00	\$120.70 \$40.7E	\$10,863.00 \$1 519 75	\$111.00	\$16,290.00 \$2 77E 00	\$118.00 *11 70	\$10,620.00 \$1.117.E0
32			CY 2.9		\$		\$5,760.00	\$62.75	\$11,295.00	\$36.00	\$6,480.00	\$77.90	\$14,022.00
33		1					\$780.00	\$0.30	\$780.00	\$1.50	\$3,900.00	\$0.26	\$676.00
34	4 EROSION CONTROL BLANKET, CATEGORY 3 STRAW 5 MANDOT SEED MIX 22 241		SY 2700 ev 2700		\$3.00 \$8,100.00 \$0.75 00	1.65 \$1.65	\$4,455.00 \$2,025.00	\$1.75 \$0.26	\$4,725.00 \$475.00	\$5.85 \$0.20	\$15,795.00	\$1.55	\$4,185.00 *E12.00
36		, ,					\$1,860.00	\$0.85	\$2,635.00	\$0.35	\$1,085.00	\$0.77	\$2,387.00
37		1			\$20.00 \$1,000.00		\$1,905.00	\$44.15	\$2,207.50	\$70.00	\$3,500.00	\$128.00	\$6,400.00
38							\$2,040.50	\$21.80	\$2,398.00	\$20.60	\$2,266.00	\$31.90	\$3,509.00
39			F 900		\$3.00 \$2,700.00	\$11.00	\$9,900.00	\$13.90	\$12,510.00	\$17.60	\$15,840.00	\$11.90	\$10,710.00
	TOTAL BASE BID				\$410,789.00	00.	\$473,141.50		\$479,851.25		\$480,883.50		\$494,420.50
		Contractor Name and Address:	me and Addre	sss: Jacon LLC 3900 LaBore Rd.	e Rd.	Rachel Contracting 4125 Napier Court NE		Veit & Company, Inc. 14000 Veit Place		New Look Contracting Inc. 14045 Northdale Blvd.		Park Construction Company 1481 81st Ave. NE	any
				Vadnais He	Vadnais Heights, MN 55110	St. Michael, MN 55376		Rogers, MN 55374		Rogers, MN 55374	2	Vinneapolis, MN 55432	
			Phone:	~	561	(763) 424-1500		763) 428-2242		(763) 241-1596	-	(763) 786-9800	
			Email:		info@jaconco.com	estimating@rachelcontracting.com		<u>sstraate@veitusa.com</u>		ŝ	okcontracting.net	mchristianson@parkconstructionco.com	uctionco.com
			Signed By:		bbsen	Matthey Coz	<u> </u>	Brian Volk		Jon Mitchell	2 >	Wichale Christianson	
	21	Signed Responsible Contractor Certificate:	litte: Ictor Certificat	: President/Owner ite: Yes	Jwner	Yes		re asurer res		Vice President Yes	<u>``</u>	vice riesiden. Yes	
	5	0	Bid Security:			Bid Bond	<u> </u>	Bid Bond		Bid Bond	<u>8</u>	Bid Bond	
		Addenda	Addenda Acknowledged:	l ;be		-			<u> </u>	-			

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			BIDDEL NO. 0		Bidder No. 7		Bidder No. 8		Bidder No. 9		Bidder No. 10	
BID TABULATION			Dave Perkins Contracting Inc.	ting Inc.	LinnCo, Inc.	_	Northland Excavating	ating	Latour Construction, Inc.	n, Inc.	Meyer Contracting Inc.	ginc.
nem Num	Units	QIY	Unit Price	Total	Unit Price Total		Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID PADTA - GADELEL DOOND IMBOOVEMENTS:												
1 MOBILIZATION	LS	-	\$45,406.00	\$45,406.00	\$31,000.00 \$31	\$31,000.00	\$27,500.00	\$27,500.00	\$53,950.00	\$53,950.00	\$28,000.00	\$28,000.00
2 TRAFFIC CONTROL	LS	-	\$1,500.00	\$1,500.00	\$9,000.00 \$9	\$9,000.00	\$3,500.00	\$3,500.00	\$4,900.00	\$4,900.00	\$5,000.00	\$5,000.00
3 DEWATERING	LS	٢	\$25,000.00	\$25,000.00	\$52,000.00 \$52	\$52,000.00	\$15,000.00	\$15,000.00	\$28,000.00	\$28,000.00	\$37,000.00	\$37,000.00
	LS	-	\$8,000.00	\$8,000.00	\$15,330.00 \$15	\$15,330.00	\$8,500.00	\$8,500.00	\$5,000.00	\$5,000.00	\$20,000.00	\$20,000.00
		-	\$22,000.00	\$22,000.00		\$44,240.00	\$25,000.00	\$25,000.00	\$69,350.00	\$69,350.00	\$56,000.00	\$56,000.00
		2200	\$29.50	\$64,900.00		\$51,370.00	\$38.00	\$83,600.00	\$24.25	\$53,350.00	\$35.90	\$78,980.00
	LS	-	\$ 62,950.00	\$62,950.00	69	\$55,422.00	\$35,000.00	\$35,000.00	\$50,000.00	\$50,000.00	\$30,485.38	\$30,485.38
	EA	3	\$750.00	\$2,250.00		\$2,766.00	\$2,000.00	\$6,000.00	\$1,285.00	\$3,855.00	\$3,183.12	\$9,549.36
	LF	28	\$125.00	\$3,500.00		\$3,388.00	\$150.00	\$4,200.00	\$125.00	\$3,500.00	\$150.40	\$4,211.20
	±	12	\$12.00	\$144.00		\$1,128.00	\$45.00	\$540.00	\$16.00	\$192.00	\$41.20	\$494.40
		2	\$350.00	\$700.00		\$2,614.00	\$1,000.00	\$2,000.00	\$570.00	\$1,140.00	\$478.41	\$956.82
12 REMOVE BITUMINOUS PAVEMENT (INCLUDES SAWCUTS) 13 DEMANKE CONCRETE CLIDE ANCLUDES SAWCUTS)	VCUTS) SF	900	\$2.50 \$E 00	\$2,250.00	\$1.90 \$1 \$24.50 \$1	\$1,710.00	\$2.50	\$2,250.00	\$1.25 \$4.1E	\$1,125.00 \$207 ED	\$1.46 \$7.01	\$1,314.00 *305.50
		00	\$0.00 \$2 ED	\$200.00		¢E70.00	00.04		01.0¢	00.4054	14.14	00.0404
		011	\$15.00	00.000¢\$		\$3 666 00	\$8.00	\$2 080 00	\$11.50	00.04 C.\$	\$13 08	\$3 634 BD
		- 62	\$3.100.00	\$3.100.00		\$2.729.00	\$800.00	\$800.00	\$2.375.00	\$2.375.00	\$3.375.56	\$3.375.56
		-	\$4,900.00	\$4,900.00		\$3.038.00	\$4,171.00	\$4,171.00	\$3,425.00	\$3,425.00	\$3,893.80	\$3,893.80
		-	\$5,800.00	\$5,800.00		\$4,550.00	\$5,610.60	\$5,610.60	\$4,625.00	\$4,625.00	\$5,925.80	\$5,925.80
		2	\$6,900.00	\$13,800.00		\$10,530.00	\$5,963.00	\$11,926.00	\$6,125.00	\$12,250.00	\$8,245.11	\$16,490.22
		-	\$9,500.00	\$9,500.00		\$15,700.00	\$10,915.00	\$10,915.00	\$15,875.00	\$15,875.00	\$17,456.53	\$17,456.53
21 12" RC PIPE SEWER DESIGN 3006 CLASS V	Ъ	16	\$80.00	\$1,280.00	\$94.00 \$1	\$1,504.00	\$223.97	\$3,583.52	\$54.00	\$864.00	\$127.90	\$2,046.40
22 18" RC PIPE SEWER DESIGN 3006 CLASS V	15	69	\$78.00	\$5,382.00	\$117.00 \$8	\$8,073.00	\$118.28	\$8,161.32	\$64.00	\$4,416.00	\$74.69	\$5,153.61
23 24" RC PIPE SEWER DESIGN 3006 CLASS V	-T	32	\$90.00	\$2,880.00	\$137.00 \$4	\$4,384.00	\$289.08	\$9,250.56	\$94.00	\$3,008.00	\$168.66	\$5,397.12
24 36" RC PIPE SEWER DESIGN 3006 CLASS III	Π	24		\$2,880.00		\$4,140.00	\$340.11	\$8,162.64	\$134.00	\$3,216.00	\$285.69	\$6,856.56
	1	567		\$124,740.00	69	\$106,029.00	\$233.16	\$132,201.72	\$195.00	\$110,565.00	\$217.65	\$123,407.55
26 42" RC PIPE BEND DESIGN 3006 CLASS II	EA	12	\$1,525.00	\$18,300.00		\$15,072.00	\$2,089.16	\$25,069.92	\$3,000.00	\$36,000.00	\$1,331.19	\$15,974.28
	EA		\$ 1,200.00	\$1,200.00		\$1,242.00	\$4,168.65	\$4,168.65	\$1,580.00	\$1,580.00	\$1,729.06	\$1,729.06
	μ	- 0	\$2,850.00	00.068,24		\$1,900.00	\$400.00	00.0044	\$2,760.00	\$2,760.00	\$2,809.17	\$2,809.77
29 42 RU FIPE - APRON (INCL IRASH GUARU) 20 HAND BLACED BIBBAD CLASS 2	E >	7 00	\$120.00	\$11,200.00	\$3,980.00 \$/ \$120.60 \$11	\$1,960.00 \$11.666.00	\$0,181.94 \$124.25	\$12,303.88 \$11.101.E0	\$5,400.00 \$105.00	\$ 10,800.00	01 10/04 01 1000	\$11,230.80 \$26,224.10
	j č	25 25	\$28.00	\$700.00	9	\$1 022 FD	\$18 00	\$450.00	\$47.25	\$1 181 25	\$75.00	\$1 875 00
		180	\$25.00	\$4.500.00		\$7.380.00	\$18.00	\$3.240.00	\$55.00	\$9.900.00	\$62.44	\$11.239.20
		2600	\$0.95	\$2,470.00		\$884.00	\$1.50	\$3,900.00	\$8.30	\$21,580.00	\$0.25	\$650.00
		2700	\$1.75	\$4,725.00	69	\$4,860.00	\$3.50	\$9,450.00	\$1.70	\$4,590.00	\$1.50	\$4,050.00
35 MNDOT SEED MIX 33-261	SY	2700	\$1.25	\$3,375.00	\$0.82 \$2	\$2,214.00	\$1.50	\$4,050.00	\$0.25	\$675.00	\$0.19	\$513.00
	SY	3100	\$0.95	\$2,945.00		\$2,015.00	\$2.50	\$7,750.00	\$0.85	\$2,635.00	\$0.75	\$2,325.00
	LF	50	\$60.00	\$3,000.00	\$53.00 \$2	\$2,650.00	\$40.00	\$2,000.00	\$44.00	\$2,200.00	\$68.83	\$3,441.50
	SF	110	\$15.00	\$1,650.00		\$836.00	\$4.00	\$440.00	\$17.45	\$1,919.50	\$23.53	\$2,588.30
39 BITUMINOUS STREET PATCH (with 6" BIT. & 12" CLASS 5)		006	\$12.00	\$10,800.00	\$14.07 \$12	\$12,663.00	\$15.00	\$13,500.00	\$19.00	\$17,100.00	\$16.60	\$14,940.00
TOTAL BASE BID			9	\$495,812.00	\$508	\$508,461.50		\$509,706.31		\$561,045.25		\$565,858.38
	Contractor Name and Address: Dave	and Address:	Dave Perkins Contracting Inc.		LinnCo, Inc.	Nort	Northland Excavating	La	atour Construction, Inc.	2	Meyer Contracting Inc.	
			19745 Nowthen Blvd. NW		2 Second Ave. S., Ste. 160	1254	1254 80th St. NW	2	2134 County Road 8 NW	-	11000 93rd Ave. N.	
			Nowthen, MN 55303	S	Sauk Rapids, MN 56379	Buffa	Buffalo, MN 55313	2	Maple Lake, MN 55358	2	Maple Grove, MN 55369	
		Phone:	(763) 427-0109	0	(320) 272-8288	(763)	(763) 318-7272	0	(320) 963-5993	0	(763) 391-5932	
		Email:	rperk66@gmail.com		melbert@linncoinc.com	dick.	dick.northlandexcavating@gmail.com		immy@latourconstruction.com	-	/schoep@meyerci.com	
		Signed By:	Rene Perkins	_ <u>Z</u>	Nick Linnemann	Davi	David Schwab	ň	Joe LaTour	>	Verin Schoep	
		Title:	President	<u>a</u>	President			>	Vice President	<u> </u>	President/COO	
	Signed Responsible Contractor Certificate:	or Certificate:	Yes	>	Yes	Yes		×	Yes	>	/es	
		Bid Security:	Bid Bond		Bid Bond	Bid	Bid Bond	8	Bid Bond	<u>a</u>	Bid Bond	
	Addenda Ac	Addenda Acknowledged:	_			-		<u>-</u>				

(93804750_BkfTab

STATEMENT OF BIDDER'S QUALIFICATIONS

- 1. NAME OF BIDDER: JACON, LLC
- 2. BIDDER'S ADDRESS: 3900 LABORE 2D.
- 3. WHEN ORGANIZED: 1-7-2010
- 4. WHERE INCORPORATED: MN
- 5. HOW MANY YEARS HAVE YOU BEEN ENGAGED IN THE CONTRACTING BUSINESS UNDER THE PRESENT FIRM NAME? 16 YEARS
- 6. CONTRACTS ON HAND (ATTACH A LIST OF PRESENT CONTRACTS IN EXCESS OF \$300,000, INCLUDING A SCHEDULE AS TO ESTIMATED COMPLETION DATE AND GROSS AMOUNT OF EACH CONTRACT):
- 7. IN THE PAST SEVEN YEARS, HAVE YOU OR ANY OF YOUR SUBCONTRACTORS EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU?

YES ______ IF YES, ATTACH A STATEMENT DESCRIBING WHERE AND WHY.

8. IN THE PAST SEVEN YEARS, HAVE YOU OR ANY OF YOUR SUBCONTRACTORS OR SUPPLIERS EVER DEFAULTED, OR BEEN DECLARED IN DEFAULT, ON A CONTRACT?

YES NO ______ IF YES, ATTACH A STATEMENT DESCRIBING THE DETAILS.

- 9. ATTACH A LIST OF THE MORE IMPORTANT CONTRACTS COMPLETED BY YOUR FIRM, INCLUDING THE KIND OF WORK AND APPROXIMATE COST:
- 10. ATTACH A STATEMENT OF YOUR EXPERIENCE OVER THE PAST SEVEN YEARS IN THE CONSTRUCTION OF WORK SIMILAR IN SCOPE AND IMPORTANCE TO THIS PROJECT:
- 11. ATTACH A STATEMENT OF BACKGROUND AND EXPEIRENCE OF THE PRINCIPAL MEMBERS OF YOUR PERSONNEL INCLUDING THE OFFICERS.
- 12. ATTACH A LIST OF YOUR SUBCONTRACTORS AND SUPPLIERS FOR THIS PROJECT:

ADDITIONAL INFORMATION MAY BE SUBSTITUTED IF DESIRED.

I certify that the information provided herein is true and correct.

Signature

PRESIDENT

Printed Name and Ti

11/12/19



To Whom It May Concern,

Thank you for the opportunity to bid your project. We would like to provide you with additional information about JACON in addition to our bid proposal;

Our focus is to be the - First Choice - for our clients by always exceeding expectations. We are a one stop shop company for civil site construction with capabilities in Excavating, Utilities, and Demolition. Performing our capabilities together in concert allows us to overlap operations resulting in better control of the project and schedule. With our experience in construction we deliver a high value to our clients in Quality of work, Safety and On-Time Performance.

Excavating - Our largest portion of work, from residential site development to mass excavation, we have the staff and equipment ready to manage the entire project. Utilizing our GPS equipped machinery, we increase productivity and accuracy of any project.

Utilities – We provide underground utility installation including watermain, storm sewer/retention and sanitary sewer. Our experience in utility installation can provide solutions to challenging site construction.

Demolition - We provide demolition from new additions to large site development. Our staff is experienced in difficult and challenging projects. We work with cities and counties to recycle as much of the demolition as possible.

Safety - Is an important aspect of our company. Our Staff is trained in safety operations including; first aid, erosion control; OSHA regulations and requirements. Our crews are also trained in confined space entry and competent person trench excavation safety requirements.

I have attached references from recent projects for your review.

Thank you for the opportunity and we look forward to hearing from you.

Sincerely,

Jason Jacobsen President jason@jaconco.com 651-775-8756



6/18/2019

RE: Letter of Recommendation for JaCon Construction

To Whom It May Concern:

I am writing this letter to qualify the abilities of JaCon Construction as a sewer / excavating contractor.

Hardrives / Minnesota Paving & Materials has worked hand and hand with JaConfor over 8 years on contracts ranging from \$25,000 to \$500,000 with no problems at all.

I would not hesitate to use JaCon on any work and would be available by phone if desired at 651-328-3275.

Sincerely,

Ed Kieger

PM/GM

Minnesota Paving & Materials



June 20, 2019

To whom it may concern:

I am writing this letter in full recommendation of Jason Jacobsen and Jacon. Jason has successfully completed several commercial earthwork/site utility projects for me over the past 10 years. Jason's knowledge, workforce and his equipment are highly capable of completing projects both large and small.

Jason is quick to respond to issues and is willing to adjust his schedule to accommodate the Owner's needs.

I have been a Project Manager for 25 years and I highly recommend Jacon.

Feel free to contact me with any questions.

Sincerely,

Prime General Contractors

Troy Corbett

Troy Corbett Senior Project Manager Kason Inc. DBA Norhart 290 9th Ave SW #311, Forest Lake MN 55025

Letter Of Recommendation

To Whom it May Concern,

I am writing to you to recommend the excellent work of Jacon LLC. Jacon has successfully helped us in completing grading work on our most recent apartment complex, The Gateway Green Apartments, and has also been working with us on our current apartment project in Forest Lake MN. Our most current apartment project has had major drainage issues with all the recent rain, turning our soil in to muck. Jacon has been by our side to help every step of the way, offering helpful suggestions for soil correction, and working any hours necessary to get the job done. They are very responsive to calls, emails, and texts. They have smart crews that know their jobs and are pushing to get it done correctly, and efficiently. We have worked with other excavation/utility companies in the past, but none of them have met Jacon's efficiency or reliability.

With all of that said, we, Kason, Inc., highly recommend Jacon LLC as a subcontractor. If you have any questions, please feel free to call me directly at 651-347-7920.

Sincerely,

Meghan Olson

Meghan Olson Human Resources Manager & Accounts Payable Kason, Inc.



SUBCONTRACTORS AND SUPPLIERS

- 1 Precision Landscape and Tree
- 2 Northern De-watering
- 3 Forterra



PRESENT CONTRACTS

GENERAL	PROJECT	CONTRACT
1 Benson Orth 2 Brooklyn Park	Aster Meadows Jefferson Pond	\$ 625,500.00 \$ 110,000.00
3 Rehbien	Bloomingon Lime Pond	\$ 125,000.00
IMPORTANT CONTRACTS		

PROJECT	CONTRACT
Headwaters	\$ 526,000.00
Encore Apartments	\$ 510,305.00
WoodSpring Suits	\$ 480,390.00
	Headwaters Encore Apartments



Memorandum

То:	Mayor and City Council	
From:	Kay Okey, Parks & Recreation Director	
Date:	November 18, 2019	
Subject:	Request to purchase for Terrace Park.	

Terrace Park has a play structure that currently has a metal slide, which can get very hot in the summer, in addition, this play structure has constant repair issues. I discussed the options of repairing or purchasing a new piece with our Public Works staff and the Park Commission. The consensus is to replace the unit with new as it is one of the oldest pieces of playground equipment and we are unable to determine how long replacement parts will continue to be available.

I have received a quote from MN Wisconsin Playground, who operates under the State Contract, for a replacement structure called Ollies' Nook, designed for ages 2-5, in the amount of \$8,700.00 per the attached quote. You will note that there is an Owner's Kit for \$55.00 and Freight for \$1, 237.25. If we place the order now, we are guaranteed the sale price as prices are going up in December. However, we would not be taking delivery until spring. Public works will do the installation thus saving \$3,440.00.

In addition, with the increase usage of the basketball court at Able Park, the Park Commission suggests purchasing a bench for participants to gather while waiting for the next game. MN Wisconsin Playground quote is \$377.00.

I am requesting authorization to purchase from MN Wisconsin Playground the play structure and bench in the amount of \$10, 369.25 to be taken from the Park & Recreation Special Projects Fund and the Park Equipment & Improvement Fund equally. Both fund accounts are not taxpayer funded but rather Park Commission funds and donations/permit fees.

I have included a copy of the price quote with this memorandum.

Thank you for your consideration.

Old Play Structure at Terrace Park



New Equipment: Ollie's Nook, Age 2 to 5 years. Climber, Wave slide, Zip Slide, Nature Panel





Minnesota / Wisconsin Playground 5101 Highway 55, Suite 6000 Golden Valley, Minnesota 55422 Ph. 800-622-5425 | 763-546-7787 Fax 763-546-5050 | info@mnwiplay.com

QUOTE #26764

10/30/2019

\$1,237.25

\$10,369.25

Freight: Total Amount:

Terrace Park

Ship To Zip: 55432

City of Spring Lake Park Attn: Kay Okey 1301 81st Avenue NE Spring Lake Park, MN 55432 kokey@slpmn.org

Quantity	Part #	Description	Unit Price	Amount
1	178749	GameTime - Owner's Kit	\$55.00	\$55.00
1	11901	GameTime - Primetime Ollie'S Nook - "closeout" good until November 29, 2019	\$13,385.00	\$13,385.00
1	28004	Color GameTime - 6' P/S Bench W/O Back S/M - PVC COLOR (brown, blue, gray or red)	\$377.00	\$377.00
		Frame Color		
			SubTotal: Discount:	\$13,817.00 (\$4,685.00)

This quotation is subject to current Minnesota/Wisconsin Playground policies as well as the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Minnesota/Wisconsin Playground.

Indemnification; Owner/Owner's Representative will indemnify and hold Minnesota Playground, Inc., dba, Minnesota Wisconsin Playground (MWP), harmless for all claims, damages and related costs, including reasonable legal fees and costs, arising out of Owner/Owner's Representative's negligence or noncompliance with any of its commitments under this document. MPW will indemnify and hold Owner/Owner's noncompliance with any of its commitments under this document legal fees and costs, arising out of MWP's negligence or noncompliance with any of its commitments.

This quotation is subject to polices in the current Gametime Park and Playground catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases in excess of \$1,000.00 to be supported by your written purchase order made out to Gametime, c/o Minnesota/Wisconsin Playground.

Pricing: f.o.b. factory, firm for 30 days from date of quotation. A tax-exempt certificate is needed at time of order entry for all orders whether from tax-supported government agencies or not. Sales tax, if applicable, will be added at time of invoice unless a tax exempt certificate is provided at time of order entry.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.



City of Spring lake Park Code Enforcement Division

1301 Eighty First Avenue Northeast Spring Lake Park, Minnesota 55432 (763) 783-6491 Fax: (763) 792-7257

MEMORANDOM

TO:	Spring Lake Park City Council
FROM:	Jeff Baker, Code Enforcement Official
RE:	Authorization to purchase an Enforcement Vehicle
DATE:	November 12, 2019

I am seeking authorization to purchase a Chevrolet Equinox for the new Code Enforcement vehicle. The current vehicle is a 2006 Ford Taurus that is rapidly deteriorating. The new vehicle will be used for all the day to day inspections.

I reviewed the state contract and found that Ranger GM in Hibbing MN is the best price for the City. I received a price for the vehicle of \$25,112.80. Ranger GM is Blank weeks out for delivery.

I am requesting that the Code Enforcement vehicle be purchased from Ranger GM in the amount of \$25,112.80. The funds will be paid from the 2018 Equipment Replacement Certificate.

I have included a price quote with this memorandum.

	RANGER GM			
	1502 E HOWARD ST			CONTACT PERSO
MN	HIBBING, MN 55746			FLEET MGR
CONTRACT # 134735	218-263-7576 fax			BOB O'HARA
	800-894-7579			218-349-8955
			ITEM #	
			UV-29	
BASE MODEL	2020 CHEV EQUINOX AWD 1LT		1XY26	\$ 23,205.
option cost			1/(120	
οριοι τοστ			· · · · · · · · · · · · · · · · · · ·	
	1.5L 4 CYL		LYX	STD
	6 SPEED AUTO		MNH	STD
88.00	BLOCK HEATER	X	K05	\$88.00
	CONFIDENCE and CONVIENENCE		DCD	¢1 700 60
1,799.60	[FKG (IIICI DZ0 aliu ZQZ)]	X	РСР	\$1,799.60
	DRIVER CONFIDENCE PKG (incl rear park assist, rear cross traffic alert,			
INCL w/PCP	lane change alert with blind zone	X	B26	INCL w/PCP
	alert, heated rv mirrors)			
INCL w/PCP	DRIVER CONVIENENCE PKG (remote	x	ZQ2	INCL w/PCP
INCL W/PCP	start, auto temp climate, heated front		2.0,2	
	seats, power lift gate)			
	ALL WEATHER F&R FLOOR MATS		VAV	-
118.80	MOLDED SPLASH GUARD F&R DEEP TINTED GLASS	x	VQK UD7	
STD 250.60	FLOOR LINERS & CARGO AREA	^	PEF	STD
	REAR CARGO RETRACTABLE SHA		CGY	
00.00	CARPEING W/MATS	X		STD
				-
	DEALER OPTIONS	QTY		
166.00	EXTRA KEYS/FOB	0	DLR1	\$0.00
100.00				\$0.00
······································				_
N/C	MIDNIGHT BLUE MET		GLU	-
N/C	PACIFIC BLUE		 G60	-
N/C	NIGHTFALL GRAY		G7Q	_
N/C	CHOCOLATE MET		GAV	-
N/C	SILVER ICE MET		GAN	-
N/C	MOSAIC BLACK MET		GB8	-
	CAJUN RED MET		GPJ	
347.60	CAYENNE ORANGE		GLL	-
N/C	PEPPERDUST MET		GMU	
N/C	WHITE ONLY COLOR N/C	X	GAZ	N/C
N/C	CLOTH INTERIOR BLACK	X	H1T	N/C

N/C	CLOTH INTERIOR ASH GRAY/BLACK		H72		-
				*	25 002 00
				\$	25,092.80
0.065	MN STATE SALES TAX @6.5%				-
132.25	TAX EXCEMPT PLATES TITLE & TRANS				-
20.00	TRANSIT TAX	X			\$20.00
				\$	-
	PER UNIT	QTY		\$	25,112.80
	TOTAL	1		\$	25,112.80

PO #_____ FACTORY ORDER NUMBER



Memorandum

To: Mayor Nelson and Members of the City Council
From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date: November 13, 2019
Subject: Rooftop Unit at 8466 Central Avenue NE

We received a request from RS Properties to participate in the replacement of a rooftop unit at our property at 8466 Central Avenue NE.

This was the oldest rooftop unit in the building. This unit heats the kitchen, bathrooms and the front entryway into the building. We sent our HVAC contractor over to check out the unit. He concurred with RS Properties that the unit is not repairable due to its age and the inability to find parts for the unit.

RS Properties has obtained a quote for the rooftop unit replacement. Their quote is for \$13,998 for a new 7.5 ton rooftop unit. Our HVAC contractor is also providing a quote which we expect to receive shortly.

The lease calls for the tenant to maintain the ventilation system in the building to a good standard. However, due to the age and condition of this unit at the signing of the lease, it is fair for the City, as owner of the building, to contribute toward the replacement.

Staff recommends the City contribute 50% of the cost of the new unit. This recommendation is based on a 15 year life for the unit and the fact that the RS Properties lease and lease option covers 8 of those 15 years.

If you have any questions, please don't hesitate to contact me at 763-784-6491.

			Proposal	
Joel Smith Heating & Air (Conditioning	. Inc.		
ISMITH HEATING & AIR CONDITIONING INC. 13915 Lincoln St. NE - Suite E, Ham Lake, MN 55304 * Office 763.792.1066 * Fax 763.717.3949				
For more product information, please visit our webs	osite at: www.jsmithhvac.	com		
Proposal Submitted to Phot	one Number	Email		
SUNSET GRILLE/ ATT RAY McMANUS				
Address	y, State, Zip code		Date	
			11/11/2019	
INSTALL COMFORT SYSTEM TO INC	CLUDE			
		-		
INSTALL NEW RUUD 7.5 TON ROOFTOP UNIT FOR H	KITCHEN AND			
RETROOMS WITH ECONOMISER, TO INCLUDE HAI				
REMOVE AND RECYCLE OLD UNIT, FIELD MEASUR	,			
			\$ 13,998.00	
			φ 13,770.00	
IT IS VETERANS DAY AND I CAN'T GET A PERMIT (COST USUALI	V 2% OR		
SO.	COSI, USUALL	11 270 OK		
50.				
Permit Additional		TOTAL	\$ 13,998.00	
Contractor's Agreement:				
All work to be completed in a professional manner according to standard	Contractor			
practices. Any changes from the specifications above may result in additional	Signature	JOEL P SM	ПТН	
charges. Payment for services rendered is due upon completion. A service charge of 1.5% monthly will be assessed on all amounts past due. Prices listed		JOLLI DI		
herein are valid for 30 days.	Date	11/11/2019		
Acceptance of Proposal:				
Upon signing, this proposal becomes a legal agreement between the contractor,				
Joel Smith Heating and Air Conditioning. Inc. and the home owner.				
Homeowner agrees to the following: The above details are satisfactory and are Signature				
hereby accepted. You are authorized to perform the work as specified. Payment				
will be made as outlined above.	Date			
Contractors Notice to Home Owner:				
(a) Any person or company supplying labor or materials for this improven	ment to your prop	erty may file	a lien against	
your property if that person or company is not paid for the contributions.		-	-	

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material from the improvement and who gave you timely notice.



City of Spring Lake Park Engineer's Project Status Report

To:	Council Members and Staff	Re: Status Report for 11.4.19 Meeting
From:	Phil Gravel	File No.: R-18GEN

Note: Updated information is shown in *italics*.

MS4 Permit (193802936).

MS4 deadlines: Annual Report and Public Meeting by June 31st (done). Pond, structural BMP, and outfall inspections by July 31st. Annual Training will be completed this month. Need program analysis by Dec. 31st.

Local Surface Water Management Plan (LSWMP) (193803949).

Council adopted on 4-15-19. Ordinance revisions were approved by Council on October 7, 2019.

2019 Sanitary Sewer Lining Project (193804547).

This project includes sewer lining in the area near TH65 and Osborne Rd. *Lining installation has been completed. Lateral grout work continues. Terry Randall is monitoring this project.*

Arthur Street Water Treatment Plant Evaluation (193801776 Task 300):

A comprehensive plant maintenance project to repair damage from a chlorine leak and to complete ongoing maintenance is being considered. The City Administrator has worked with the League of Minnesota Cities Insurance Trust (LMCIT) regarding the claim that was submitted and has received LMCIT concurrence that they will cooperate. More information on this project will be available in December or January.

Bituminous Trail (on Osborne Rd. from TH 65 to Central Avenue) (193804584): Seeding and final restoration has been completed. *Final payment (including IC-134 form and lien waiver) was approved on October 21, 2019.*

Garfield Pond Improvements Project (193804750): City Council approved the construction plans and authorized bidding on October 7, 2019. *Bids were received on November 12, 2019.* See separate letter with Bid Results.

Hy-Vee Project: Site, 81st Avenue/Highway 65, and CSAH 35 work is substantially complete. City will complete an initial punch-list inspection in October.

Public Storage Project. Terry Randall has been monitoring construction. An onsite meeting with the owner and the contractor was held on September 4th to review remaining site construction and discuss drainage issues. *Need revised drainage plans and as-built drawings of the utilities.*

Feel free to contact Harlan Olson, Phil Carlson, Jim Engfer, Mark Rolfs, Ryan Capelle, Marc Janovec, Ailsa Mcculloch, Peter Allen, or me if you have any questions or require any additional information.



CORRESPONDENCE



(651) 645-9149 ~ www.mmcd.org

November 7th, 2019

Spring Lake Park City Administrator Daniel Buchholtz 1301 81st Avenue NE Spring Lake Park, MN 55432

Dear Daniel Buchholtz,

Enclosed is a summary of work done by the Metropolitan Mosquito Control District (MMCD) in the Spring Lake Park area during the 2019 mosquito control season.

2019 was characterized by heavy snow in April, followed by a slow warm-up and relatively low rain in March, April and June, average rain in July and September, and higher rain in May and August. A late-September rain followed by warm weather meant we were doing treatments later into the Fall than usual. Throughout the season District Staff inspected almost 75,000 breeding sites for mosquito larvae and applied 213,825 acres worth of treatments which is more than the 183,000 acres treated in 2018. We also treated 265,900 catch basins in the seven-county metro, which is more than any previous year.

There were few mosquito-borne disease cases reported in 2019 in Minnesota. The Minnesota Department of Health (MDH) confirmed three human WNV illnesses in residents of the state. Two of the individuals reside in the District; one in Dakota County and one in Hennepin County. Jamestown Canyon virus caused four illnesses in Minnesota including two in residents of Ramsey County. No cases of La Crosse encephalitis were reported in residents of the state. In addition to monitoring and controlling vector mosquitoes, MMCD staff also monitor the distribution of ticks capable of transmitting disease, and work with MDH to provide information designed to reduce the risk of tick transmitted diseases.

MMCD employees controlled immature black flies in small steams and large rivers throughout the metropolitan area. At the beginning of June we experienced record high populations of black fly (biting gnat) adults associated with the Minnesota River flow being so high that larval treatments could not be made safely. Black fly adult abundance decreased after treatments resumed. To date this year, 68 black fly larvicide treatments have been made to the rivers and streams in the District, similar to the 65 treatments completed in 2018.

Educating the public is a key objective of MMCD and each year we deliver presentations to schools, business organizations, and community groups, and we attend city-wide events like festivals, fairs, and parades. If there are any events in your community that you would like MMCD to attend, please contact our public affairs coordinator Alex Carlson – <u>acarlson@mmcd.org</u> or (651) 643-8342.

If you have any questions, or would like to meet to discuss our agency's activities within Spring Lake Park, please contact me.

Sincerely,

Stephen A. Manweiler, Executive Director Phone: (651) 643-8365 Email: <u>mmcd_sam@mmcd.org</u>



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2019 Activity Summary for Fridley and Spring Lake Park

SERVICE SUMMARY				
Larval Sites Inspected	442			
Larval Mosquito Treatments	196.98 acres			
Adult Mosquito Inspections	109			
Adult Mosquito Treatments	6.55 acres			
Catch Basin Treatments	3276			
Disease Prevention Property Inspections	2			
Tires Removed	20			
Customer Calls	5			

AREAS REGULARLY TREATED

Riverview Heights Park

MMCD has a new website! www.mmcd.org

Visit for maps, homeowner tips, educational resources, disease information, and much more!

Want MMCD to come speak to your group?

We offer customized presentations about mosquito control, biology, vector-borne disease, control materials, and more! **Contact Alex Carlson:** acarlson@mmcd.org / (651) 643-8342