

CITY OF SPRING LAKE PARK  
1301 81<sup>ST</sup> AVENUE N.E.  
AGENDA  
MONDAY, MAY 18, 2015 – 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- May 4, 2015
  - B. Approval of Minutes – Special Council Meeting May 11, 2015
  - C. Disbursements:
    1. General Operations Disbursement Claim No. 15-07 – \$312,705.50
    2. Liquor Fund Disbursement Claim No. 15-08 - \$216,416.70
  - D. Budget to Date/Statement of Fund Balance – April 30, 2015
  - E. Application for Exempt Permit – Mounds View Community Theatre – June 7, 2015 Lions Lakeside Park
  - F. Resolution No. 15-11 Abatement/Additions of Special Assessments
  - G. Contractor’s Licenses
  - H. Sign Permit
  - I. Business License
  - J. Correspondence
7. POLICE REPORT
8. PARKS AND RECREATION REPORT
9. NEW BUSINESS
  - A. Authorization to Purchase Tire Changer and Wheel Balancer
  - B. Authorize Conditional Job Offer for Public Works Maintenance Worker
  - C. Authorize Conditional Job Offer for Part Time Police Receptionist
  - D. Approve Purchase of New Signage for Central Park Liquor Store
  - E. Approve Tax-Exempt Capital Lease for Liquor Store Signage
  - F. Award Bids for 2015 Sewer Lining Project
  - G. Consideration of Bids for Sanitary Lift Station No. 1 – Replacement Project
10. ENGINEER’S REPORT
11. ATTORNEY’S REPORT
12. BEYOND THE YELLOW RIBBON REPORT
13. OTHER
14. ADJOURN

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

## RULES FOR PUBLIC HEARINGS AND DISCUSSION FROM THE FLOOR

### DISCUSSION FROM THE FLOOR

\*\*Limited to 5 minutes per person to state their concern.

\*\*Action: Council direction to staff for resolution or take this matter under advisement for action at the next regularly scheduled meeting.

### PUBLIC HEARINGS

Advise audience that the purpose of the public hearing is to receive citizen input on the proposal to (name of 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 an 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 to comment are asked to limit their comments to 3 minutes, except in cases where there is a spokesperson representing a group wishing to have their collective opinions voiced. The spokesperson should identify the audience group her/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 state any new facts they may have within the 3 minutes allotted. Please be specific and to the point.

\*\* Everyone will be given the opportunity to express their agreement or disagreement even if they have no new points to make. (This is not a time to debate the issue.)

\*\* People wishing to speak twice will be given 2 minutes to comment on any new facts brought forward since the last time they spoke.

Following public input, the Council will have a second opportunity to ask questions of the presenter and/or citizens.

The public hearing will then be adjourned with the Council taking the matter under advisement until the next regularly scheduled Council meeting. At the next regular meeting, the Council will debate the issue, if necessary, state their positions and make a decision. NO further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council was held on May 4, 2015 at the Spring Lake Park Community Center, 1301 81st Avenue N. E., at 7:00 P.M.

### 1. Call to Order

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

### 2. Roll Call

Members Present: Councilmembers Mason, Nelson, Wendling and Mayor Hansen

Members Absent: Councilmember Nash

Staff Present: Police Chief Ebeltoft; Public Works Director Randall; Building Official Brainard; Attorney Carson; Engineer Gravel; Park and Recreation Director Rygwall; and Administrator Buchholtz

Visitors: Sham Hassan, 1120 80<sup>th</sup> Avenue NE  
Sharon Johnson, Interlude Restorative Suites  
Ken Tolzmann, City Assessor  
Olivia Koester, ABC Newspaper

### 3. Pledge of Allegiance

### 4. Additions or Corrections to Agenda

Administrator Buchholtz requested that a new item entitled "Approval of Temporary Lease between City of Spring Lake Park and Renaissance Fireworks, Inc" be added as item 11.B.

### 5. Discussion From The Floor - None

### 6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – April 20, 2015
- B. Budget to Date/Statement of Fund Balance – March 31, 2015
- C. Contractor's Licenses
- D. Business Licenses
- E. Correspondence

MOTION BY COUNCILMEMBER NELSON APPROVING THE CONSENT AGENDA. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

### 7. Presentations

Mayor's Proclamation – Municipal Clerks Week, May 3-9, 2015

Mayor Hansen proclaimed May 3-9, 2015 as Municipal Clerks Week in the City of Spring Lake Park and

presented the proclamation to Administrator Buchholtz.

#### Sharon Johnson, Interlude Restorative Suites

Sharon Johnson, Interlude Restorative Suites, gave an overview of the new Interlude Restorative Suite Facility in Fridley and invited the City Council to an open house on May 21, 2015 from 2:00pm– 4:30pm.

#### Overview of 2015 Assessment for Taxes Payable in 2016

Assessor Tolzmann provided a report on the 2015 Assessment for Taxes Payable 2016 and overview of the assessment process.

Mr. Tolzmann stated that there were 47 qualified sales that were used as comparable to determine overall market values within the City. He stated that overall market values increased 6.5% to a total market value of \$411,366,977.

Mr. Tolzmann reported that there were only 24 foreclosure sales in the City during the 2014-2015 assessment period, which is a decrease of 45% from the previous year.

He noted that open book meetings were held on April 29<sup>th</sup> and April 30<sup>th</sup> at the Anoka County Courthouse for residents to appeal their assessed values for taxes payable 2017. He asked residents with questions on their valuations to contact him during regular business hours Monday through Friday.

Mayor Hansen thanked Mr. Tolzmann for the report.

#### 8. Public Works Report

Public Works Director Randall reported that the Public Works Department hand raked the fence lines for leaves at each park, installed the fountain at Conde Park, conducted interviews for the Lead Maintenance Worker position and promoted Brett Deboer to the position, cleaned up the small equipment for the summer season, removed graffiti at Lakeside Park and the Lift Station 2 Generator at Biff's, prepared ballfields and volleyball courts for the season, flushed hydrants, repaired manhole at 83<sup>rd</sup> Avenue and Laddie Road, grinded stumps at Sanburnol Park and City Hall, worked on moving equipment to the new Public Works facility, and met with Stantec to discuss the 2015 Street Improvement project.

#### 9. Code Enforcement Report

Building Official Brainard reported that he attended the Council meetings on April 6<sup>th</sup> and April 20<sup>th</sup>; the North Suburban Code Official meeting at City of Coon Rapids on April 14<sup>th</sup>; a SBM Fire Department meeting on April 15<sup>th</sup>, the North Suburban Building Officials Meeting at Roseville on April 28<sup>th</sup> and a Permit Works training seminar in Oakdale on April 29<sup>th</sup>.

Mr. Brainard stated that in April 2015, 26 permits were issued compared to 32 permits in 2014. He reported that he conducted 54 inspections in April.

Mr. Brainard reported that the April 2015 vacancy listing shows that there are 19 vacant/foreclosed residential properties currently posted and/or soon posted by the Code Enforcement Department, which is down three from March 2015. There are two vacant/foreclosed commercial properties, which is the up one from March 2015; and 17 residential properties currently occupied and ready for Sheriff sale, which is the same as March



2015. He reported that six violation notices were issued in March by the Code Enforcement Department.

Mr. Brainard provided a handout on the City's garage sale regulations pursuant to Ordinance 268.

#### 10. Resolutions and/or Ordinances

##### A. Resolution 15-10, A Resolution Approving a Special Use Permit for a Daycare Facility at 1121 80<sup>th</sup> Avenue NE, Spring Lake Park

Administrator Buchholtz stated that the City received an application from Nesaha Hassan, Spring Lake Park, to operate a child daycare facility at 1121 80<sup>th</sup> Avenue NE. He said that the child daycare facility is classified as a special use in the C-1 zoning district. He stated that the property is currently owned by Anoka County but is under a purchase agreement to be sold to Hassan, contingent upon approval of a special use permit by the City. He said the property was previously used by Anoka County Community Action Partnership (ACCAP) as a drop-in center for adults with mental health disabilities.

Administrator Buchholtz stated that the Planning and Zoning Commission held a public hearing on the special use permit at its meeting on April 27, 2015. He stated that Sham Hassan was present to answer the questions the Commission had. He stated that once the public hearing was closed, the Commission made the following findings as related to the special use permit, as required under the City's Zoning Code:

- The proposed use is necessary or desirable to provide a service which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community as having access to licensed child care programs helps promote economic momentum for Spring Lake Park families.
- With reasonable conditions, the use will not be detrimental to the health, safety, morals or general welfare of person residing or working in the vicinity or injurious to property values or improvements to the vicinity as the proposed use has a similar intensity as the adult drop-in daycare previously in place.
- The proposed use will comply with the regulations specified in the chapter for the C-1 district and is one of the special uses specifically listed for the C-1 district.
- With reasonable conditions, the proposed use will not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity.
- The proposed use will not lower property values or impact scenic views in the surrounding area as the use is similar to uses previously allowed on the site and no changes to the height or dimensions of the building will occur.
- The property is serviced by a right-in, right-out access point from State Highway 65 at 80<sup>th</sup> Avenue NE, and 80<sup>th</sup> Avenue is connected to CSAH 35 (Old Central Avenue), which is adequate to accommodate anticipated traffic.
- Sufficient off-street parking exists to serve the proposed use with conditions in place.
- Drainage systems are adequate to handle storm water runoff from the site.
- The proposed use will not cause offensive odor, fumes, dust, noise or vibration so that none of these will constitute a nuisance.
- The proposed use is compatible with prevailing density standards.

He stated that based on these findings, and in its review of applicable City Code provisions and State Statutes, the Commission recommended approval of the special use permit with the following conditions:

1. Hours of operation shall be limited to 7:00am to 9:30pm, Monday through Sunday.

2. Maximum number of children allowed on the premises shall be the lesser of the number allowed under State Licensing rules or 60 children.
3. Applicant shall provide proof of child care center licensure from the State of Minnesota Department of Human Services.
4. Applicant must comply with applicable building code and fire code standards associated with an E occupancy.
5. A parking plan that complies with Appendix B of the Zoning Code shall be submitted to the Code Enforcement Director for approval. The parking lot shall be striped in accordance with the approved parking plan.
6. Applicant shall either repair or replace the rear yard fencing for the outdoor play area.
7. Dumpster must be enclosed per City requirements.
8. All signage shall conform to City of Spring Lake Park sign ordinance.
9. Applicant must obtain any necessary building permits and obtain a certificate of occupancy from the Code Enforcement Director prior to occupancy.
10. Applicant shall comply with all Federal and State statutes, laws, rules and regulations and all City codes, ordinances, rules and regulations.

MOTION BY COUNCILMEMBER WENDLING TO APPROVE RESOLUTION 15-10, A RESOLUTION APPROVING A SPECIAL USE PERMIT FOR A DAYCARE FACILITY AT 1121 80<sup>th</sup> AVENUE NE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 11. New Business

##### A. Workshop Session Request

Administrator Buchholtz requested a workshop session to receive feedback on a proposed personnel policy and to receive Administrator reports on May 11, 2015 at 6:30pm.

CONSENSUS OF THE CITY COUNCIL WAS TO SCHEDULE A WORKSHOP SESSION FOR MAY 11, 2015 AT 6:30PM AT SPRING LAKE PARK CITY HALL.

##### B. Approval of Temporary Lease Between City of Spring Lake Park and Renaissance Fireworks, Inc.

Administrator Buchholtz stated that Renaissance Fireworks, Inc. has requested permission to erect a tent at Central Park Liquors for the purpose of selling fireworks from June 19, 2015 to July 5, 2015. He stated that Renaissance Fireworks, Inc. will pay the City rent of \$2,000 plus 10% of the gross sales over \$20,000. He reported that the Liquor Commission reviewed the lease at its April meeting and felt that it would benefit a Spring Lake Park business and help bring in customers at Central Park Liquors.

MOTION MADE BY COUNCILMEMBER MASON TO APPROVE A TEMPORARY LEASE BETWEEN THE CITY OF SPRING LAKE PARK AND RENAISSANCE FIREWORKS, INC. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 12. Engineer's Report

Engineer Gravel reported that bids will be received in April for the 2015 Sanitary Sewer Lining Project and bids will be received for the Lift Station No. 1 Reconstruction project on May 11, 2015. He stated that the 2015 portion of the 2014-2015 Street Improvement Project is underway.

12. Attorney's Report – None

13. Reports - None

14. Other

A. Administrator Reports

Administrator Buchholtz reported that he will be out of the office from May 18-21 attending the IIMC Annual Conference.

15. Adjourn

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

The meeting was adjourned at 7:45 P.M.

Attest:

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Cindy Hansen, Mayor

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, a special meeting of the Spring Lake Park City Council was held on May 11, 2015 at the Spring Lake Park Community Center, 1301 81<sup>st</sup> Avenue N.E., at 6:30 P.M.

1. Call to Order

Mayor Hansen called the meeting to order at 6:30 P.M.

2. Roll Call

Members Present: Councilmembers Mason, Nash, Nelson, Wendling and Mayor Hansen

Members Absent: None

Staff Present: Administrator Buchholtz, Police Chief Ebeltoft, Parks and Recreation Director Rygwall; Public Works Director Randall; Building Official Brainard; Liquor Store Manager Swanson

Visitors: Daryl Kirt, Sightline Displays, LLC

Mayor Hansen stated that the purpose of the special meeting was to consider adoption of an ordinance amending Section 111.053 related to the on-sale of intoxicating liquor on Sundays.

Administrator Buchholtz stated that Governor Dayton signed the Omnibus Liquor Bill (S.F. 1238/H.F. 1090) into law on May 1, 2015. He stated that one of the provisions in the Omnibus Liquor Bill amended the time when licensees can sell intoxicating liquor on Sundays from 10:00am to 8:00am. He noted that the City's licensees are unable to take advantage of this new provision until the City amends its liquor ordinance to reflect the change in State Law. He said that Ordinance No. 415 amends City Code to allow Sunday on-sale intoxicating liquor sales to begin at 8:00am. He noted that if the City Council adopts the proposed ordinance, liquor licensees will be able to take advantage of the earlier time on May 17.

MOTION BY MAYOR HANSEN TO ADOPT ORDINANCE 415, AN ORDINANCE AMENDING CHAPTER 111 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO LIQUOR REGULATIONS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

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

The meeting was adjourned at 6:34 P.M.

APPROVED BY:

\_\_\_\_\_  
Cindy Hansen, Mayor

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator, Clerk/Treasurer



CITY OF SPRING LAKE PARK  
CLAIMS APPROVED AND PAID  
GENERAL OPERATIONS

Date: APRIL 2015

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Claim Res.#15-07

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57455	AFLAC	PAYROLL 4/4/15	\$ 28.80
57456	AMERICAN FUNDS SERVICE CO	PAYROLL 4/4/15	\$ 50.00
57457	DEARBORN NATIONAL	PAYROLL 4/4/15	\$ 521.56
57458	DELTA DENTAL	PAYROLL 4/4/15	\$ 1,428.70
57459	FIDELITY SECURITY LIFE	PAYROLL 4/4/15	\$ 51.29
57460	HEALTH PARTNERS	PAYROLL 4/4/15	\$ 10,458.03
57461	L.E.L.S.	PAYROLL 4/4/15	\$ 235.00
57462	LOCAL 49	PAYROLL 4/4/15	\$ 99.00
57463	NCPERS MINNESOTA-7750811	PAYROLL 4/4/15	\$ 48.00
57464	P.E.R.A.	PAYROLL 4/4/15	\$ 14,999.75
57465	ANOKA COUNTY TREASURY	I.T. SERVICES-NEW FIREWALL,POLICE DEPT	\$ 481.35
57466	BRANDIE HOWARD	REFUND	\$ 20.00
57467	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	\$ 8,230.68
57468	CONNEXUS ENERGY	MONTHLY SERVICES	\$ 12.97
57469	CROW WING TRANSPORT	D.O.T. INPSECTIONS	\$ 237.98
57470	DANIEL HANSON	REFUND	\$ 50.00
57471	G.H. LOSCHIEDER	REFUND	\$ 200.00
57472	GOPHER STATE ONE-CALL INC	MARCH LOCATES	\$ 61.10
57473	HD SUPPLY WATERWORKS	WATER METERS	\$ 3,633.22
57474	INFRATECH, INC.	TELEVISE SANITARY SEWER	\$ 2,700.00
57475	JAMES SCOTT	REFUND	\$ 35.00
57476	JIFFY-JR PRODUCTS	GLOVES	\$ 227.35
57477	M.L. JOHNSON CO	FLAT ROOF REPAIRS-POLICE & PW DEPTS	\$ 1,925.00
57478	MARIA O'REILLY	REFUND	\$ 50.00
57479	MARIE KOPP	REFUND	\$ 70.00
57480	MARIE LABRECHE-OLSON	REFUND	\$ 65.00
57481	JILL MASON	INSTRUCTOR	\$ 25.00
57482	NYSTROM PUBLISHING CO	PUBLISH & POSTAGE FOR NEWSLETTER	\$ 2,318.89
57483	ON SITE SANITATION INC	UNIT RENTAL	\$ 135.00
57484	PLUNKETT'S INC	PEST CONTROL	\$ 52.87
57485	REJEANA HILL	REFUND	\$ 14.00
57486	RICOH USA INC	BLACK INK FOR RISO MACHINE	\$ 137.00
57487	SMITH SCHAFFER & ASSOCIATES	AUDIT INTERIM BILLING	\$ 8,275.00
57488	STANTEC	ENGINEERING SERVICES	\$ 19,656.83
57489	ZAIGA FELIX-PUTNAM	REFUND	\$ 35.00
57490	STEAMSHIP AUTHORITY	GROUP RESERVATIONS	\$ 397.00
57491	ALLEGRA PRINT & IMAGING	UBILLS & ENVELOPES	\$ 811.59
57492	PEGGY ANDERSON	REIM FOR CONFERENCE EXPENSES	\$ 468.19
57493	BERKLEY ADMINISTRATORS	WC DEDUCTIBLE-TRAVIS BETZ	\$ 1,000.00
57494	COTTENS INC	SUPPLIES	\$ 165.21
57495	EXECUTIVE CATERERS	GROUP RESERVATIONS	\$ 530.00
57496	G & K SERVICES	MATS	\$ 69.22
57497	MAUREEN GOERTZ	REIM FOR CONFERENCE EXPENSES	\$ 77.58
57498	GUNTIS DOMBROVSKIS	INSTRUCTOR	\$ 50.00
57499	HOLIDAY INN	GROUP RESERVATIONS	\$ 8,755.99

CITY OF SPRING LAKE PARK  
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Date: APRIL 2015  
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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57500	HOLIDAY INN EXPRESS	GROUP RESERVATIONS	\$ 2,952.55
57501	NANCY KELM	REIM FOR CONFERENCE EXPENSES	\$ 23.73
57502	KENT ANDREWS	REFUND	\$ 65.00
57503	GARY KING	INSTRUCTOR	\$ 100.00
57504	LINDA MAHONEY	STEP-ON GUIDE	\$ 150.00
57505	SHARON LINKE	TOUR DIRECTOR-SPRINGTIME IN DESERT	\$ 1,993.50
57506	LOUCKS ASSOCIATES	PROFESSIONAL SERVICES-ZONING UPDATE	\$ 250.00
57507	MANSFIELD OIL COMPANY	FUEL	\$ 1,633.13
57508	METROPOLITAN COUNCIL	MAY WASTEWATER	\$ 37,834.92
57509	MINNESOTA SAFETY COUNCIL	DEFENSIVE DRIVING CLASS	\$ 493.00
57510	MYSTIC SEAPORT	GROUP RESERVATIONS	\$ 900.00
57511	NAT'L SEPTEMBER 11 MEMORIAL	GROUP RESERVATIONS	\$ 837.50
57512	RILEY BUS SERVICE INC	BUS RENTAL-CAPE COD TRIP	\$ 11,115.00
57513	BRUCE ROBERTS	STEP-ON GUIDE	\$ 810.00
57514	ROCK & ROLL HALL OF FAME	GROUP RESERVATIONS	\$ 767.75
57515	SPRING LAKE PARK LIONS	REIM FOR EASTER EGG HUNT	\$ 92.83
57516	STATUE CRUISES	GROUP RESERVATIONS	\$ 728.00
57517	STAYBRIDGE SUITES	GROUP RESERVATIONS	\$ 1,770.35
57518	STEAMSHIP AUTHORITY	GROUP RESERVATIONS	\$ 714.00
57519	TIM KADUCE	REIM FOR EASTER EGG HUNT	\$ 37.67
57520	TOP OF THE ROCK	GROUP RESERVATIONS	\$ 1,326.00
57521	VALLEY-RICH CO., INC.	WATERMAIN BREAK 83RD & MONROE	\$ 3,156.70
57522	XCEL ENERGY	MONTHLY SERVICES	\$ 9,381.02
57523	VOID	VOID	\$ -
57524	AFLAC	PAYROLL 4/18/15	\$ 28.80
57525	AMERICAN FUNDS SERVICE CO	PAYROLL 4/18/15	\$ 50.00
57526	DEARBORN NATIONAL	PAYROLL 4/18/15	\$ 457.06
57527	DELTA DENTAL	PAYROLL 4/18/15	\$ 1,386.05
57528	FIDELITY SECURITY LIFE	PAYROLL 4/18/15	\$ 39.45
57529	HEALTH PARTNERS	PAYROLL 4/18/15	\$ 10,241.34
57530	L.E.L.S.	PAYROLL 4/18/15	\$ 235.00
57531	LOCAL 49	PAYROLL 4/18/15	\$ 66.00
57532	NCPERS MINNESOTA-7750811	PAYROLL 4/18/15	\$ 48.00
57533	P.E.R.A.	PAYROLL 4/18/15	\$ 15,628.50
57534	AL AND ALMA'S	GROUP RESERVATIONS	\$ 400.00
57535	BRENDA LAKSO	REFUND	\$ 100.00
57536	CAROLYN LOHMAN	REFUND	\$ 21.00
57537	ANDREA GILERTSON	INSTRUCTOR	\$ 240.00
57538	SARAH GORDON	INSTRUCTOR	\$ 125.00
57539	HARRIET DEPPE	REFUND	\$ 100.00
57540	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	\$ 86.95
57541	JUDITH JUERGENS	REFUND	\$ 21.00
57542	MANSFIELD OIL COMPANY	FUEL	\$ 1,051.25
57543	DEANNA MILLER	INSTRUCTOR	\$ 150.00
57544	SANDY SIES	REFUND	\$ 21.00



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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57545	U.S.T.I.	MONTHLY UBILL PAYMENT CHARGE	\$ 27.28
57546	VERN LOVDOKKEN	REFUND	\$ 21.00
57547	WELLS FARGO CREDIT CARD	CREDIT CARD PURCHASES	\$ 18,074.73
57548	AMERICAN LEGAL	CODE SUPPLEMENT PAGES	\$ 883.00
57549	ANOKA COUNTY	800 MHZ RADIO SYSTEM EQUIPMENT	\$ 54.00
57550	ASPEN MILLS	UNIFORM ALLOWANCE PURCHASES	\$ 69.98
57551	BLUE TOW SERVICE	TOW & STORAGE FORFEITURE VEHICLES	\$ 895.00
57552	BRAUN INTERTEC	SOIL BORINGS & TESTING	\$ 1,680.00
57553	BUREAU OF CRIM APPREHENSION	CJDN CONNECTIONS	\$ 390.00
57554	CENTERPOINT ENERGY	MONTHLY SERVICES	\$ 1,483.74
57555	CONNEXUS ENERGY	MONTHLY SERVICES	\$ 207.25
57556	CONTINENTAL RESEARCH CORP	CHEMICALS	\$ 686.24
57557	COTTENS INC	SUPPLIES	\$ 187.08
57558	DAVE'S SPORT SHOP	SOFTBALL SUPPLIES	\$ 629.76
57559	DOUG'S POWER EQUIPMENT	PARTS	\$ 124.61
57560	ECM PUBLISHERS, INC.	PUBLISH NOTICES	\$ 376.25
57561	FERGUSON WATERWORKS #2516	PARTS	\$ 412.86
57562	FIRST ADVANTAGE LNS	ANNUAL ENROLLMENT-TESTING	\$ 192.00
57563	FLEXIBLE PIPE TOOL COMPANY	PARTS	\$ 315.50
57564	GMS INDUSTRIAL SUPPLIES INC	FIELD MARKING PAINT	\$ 295.20
57565	GRACE KELLY	STEP-ON GUIDE	\$ 150.00
57566	GUTHRIE THEATER	GROUP RESERVATIONS	\$ 1,174.00
57567	HILTON	GROUP RESERVATIONS	\$ 4,498.52
57568	HILTON	GROUP RESERVATIONS	\$ 12,546.38
57569	IIMC	ANNUAL MEMBERSHIP RENEWALS	\$ 155.00
57570	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	\$ 71.70
57571	INSTRUMENTAL RESEARCH INC	MARCH WATER TESTING	\$ 139.00
57572	MENARDS	SUPPLIES	\$ 504.52
57573	MINNESOTA SAFETY COUNCIL	DEFENSIVE DRIVING CLASS	\$ 544.00
57574	MINUTEMAN PRESS	DESIGN, PRINT & MAIL RECYCLING CARDS	\$ 1,618.13
57575	MUNICI-PALS	REGISTRATIONS-R GOERTZ, K PEARSON	\$ 120.00
57576	MURPHY CREATIVE DESIGN LLC	DESIGN RECYCLING GUIDE SERVICES	\$ 675.00
57577	NORTH COUNTRY FORD	SERVICE VEHICLE	\$ 19.95
57578	PIRTEK HOSES & ASSEMBLIES	HOSE REPAIR	\$ 168.72
57579	RICHFIELD BUS CO	BUS RENTAL	\$ 515.00
57580	ROSEVILLE UTILITY INVOICE	DATA SERVICES	\$ 535.96
57581	TWIN CITIES E MEDIA	TOWER DAYS.COM DOMAIN RENEWAL	\$ 84.70
57582	TWIN PINES IMPRINTING	TOWER DAYS BUTTONS	\$ 469.75
57583	WALTERS RECYCLING REFUSE SERV	APRIL SERVICE	\$ 348.39
57584	WASTE MANAGEMENT OF WI-MN	MARCH SERVICE	\$ 8,583.30
57585	AID ELECTRIC SERVICE, INC	INSTALL COMPRESSOR RECEPTACLE	\$ 386.40
57586	ANOKA COUNTY	REGISTRATION	\$ 8.00
57587	ANOKA COUNTY PROPERTY RECORDS	RECORDING DOCUMENT FEE	\$ 46.00
57588	BATTERIES PLUS BULBS	COMPUTER POWER BACKUP BATTERY	\$ 19.95
57589	CENTERPOINT ENERGY	MONTHLY SERVICES	\$ 2,377.53

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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57590	GREAT NORTHERN ENVIRONMENTAL	PARTS	\$ 788.17
57591	HAROLD MATTI	REFUND	\$ 100.00
57592	HAWKINS WATER TREATMENT	CHEMICALS	\$ 7,858.93
57593	HYDRAULICS PLUS & CONSULTING LLC	CYLINDER	\$ 527.88
57594	METROPOLITAN COUNCIL	DISCHARGE PERMIT FEES	\$ 750.00
57595	TWIN CITIES E MEDIA	100 HR BLOCK OF I.T. SERVICES	\$ 6,000.00
57596	WINFIELD SOLUTIONS LLC	FERTILIZER	\$ 396.90
57597	ANOKA COUNTY	REGISTRATION	\$ 8.00
57598	BERKLEY ADMINISTRATORS	ADDITION TO POLICY	\$ 216.00
57599	CITY OF BLAINE	BLAINE WATER USED	\$ 670.26
57600	COTTENS INC	PARTS	\$ 2.26
57601	DAVE PERKINS CONTRACTING INC	EMERGENCY STORM BASIN REPAIR	\$ 3,200.00
57602	ECM PUBLISHERS, INC.	PUBLISH RECYCLING DAY NOTICE	\$ 360.40
57603	FINANCE AND COMMERCE	PUBLISH BIDS FOR PROJECTS	\$ 326.78
57604	G & K SERVICES	MATS	\$ 69.22
57605	GOODIN COMPANY	PARTS	\$ 95.57
57606	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	\$ 98.38
57607	MANSFIELD OIL COMPANY	FUEL	\$ 1,039.78
57608	MIKE MCPHILLIPS INC	STREET SWEEPING	\$ 3,433.15
57609	NASASP	ANNUAL DUES	\$ 39.00
57610	NORTHERN	PARTS	\$ 65.98
57611	SARA AND NATE POGORELY	REFUND	\$ 97.47
57612	THE HOME DEPOT	SUPPLIES	\$ 165.94
57613	VOID	VOID	\$ -
57614	AFLAC	PAYROLL 5/2/15	\$ 28.80
57615	AMERICAN FUNDS SERVICE CO	PAYROLL 5/2/15	\$ 50.00
57616	DEARBORN NATIONAL	PAYROLL 5/2/15	\$ 414.47
57617	DELTA DENTAL	PAYROLL 5/2/15	\$ 1,386.05
57618	FIDELITY SECURITY LIFE	PAYROLL 5/2/15	\$ 45.37
57619	HEALTH PARTNERS	PAYROLL 5/2/15	\$ 10,241.34
57620	L.E.L.S.	PAYROLL 5/2/15	\$ 235.00
57621	LOCAL 49	PAYROLL 5/2/15	\$ 82.50
57622	NCPERS MINNESOTA-7750811	PAYROLL 5/2/15	\$ 48.00
57623	P.E.R.A.	PAYROLL 5/2/15	\$ 14,575.32
<b>TOTAL DISBURSEMENTS</b>			<b>\$ 312,705.50</b>

CITY OF SPRING LAKE PARK  
CLAIMS APPROVED AND PAID

DATE: APRIL 2015  
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CLAIMS RES: 15-08

FUND: LIQUOR OPERATIONS

<u>VOUCHER</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
25643	DEARBORN NATIONAL	PAYROLL 3/22/15-4/4/15	\$ 74.75
25644	DELTA DENTAL	PAYROLL 3/22/15-4/4/15	\$ 103.65
25645	FIDELITY SECURITY LIFE	PAYROLL 3/22/15-4/4/15	\$ 3.13
25646	HEALTH PARTNERS	PAYROLL 3/22/15-4/4/15	\$ 745.10
25647	MN TEAMSTER	PAYROLL 3/16/15-3/28/15	\$ 49.50
25648	PERA	PAYROLL 3/16/15-3/28/15	\$ 638.16
		PAYROLL 3/22/15-4/4/15	\$ 648.43
25649	AMARA WINES	LIQUOR - WINE PURCHASE	\$ 201.50
25650	AMERICAN BOTTLING COMPANY	JUICE/MIX/POP PURCHASE	\$ 177.46
25651	ARANGO CIGAR CO	CIGAR PURCHASE	\$ 195.98
25652	BELLBOY CORPORATION	LIQUOR - JUICE/MIX/POP PURCHASE	\$ 3,227.10
25653	CAPITOL BEVERAGE SALES	BEER PURCHASE	\$ 14,457.55
25654	CITY OF SPRING LAKE PARK	UTILITY BILL	\$ 97.34
25655	CRYSTAL SPRINGS ICE	ICE PURCHASE	\$ 105.12
25656	DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 1,388.70
25657	ECM PUBLISHERS	MARCH AD	\$ 488.25
25658	EXTREME BEVERAGE	JUICE/MIX/POP PURCHASE	\$ 79.30
25659	FUENTE & NEWMAN	CIGAR PURCHASE	\$ 728.07
25660	GENERAL CIGAR COMPANY	CIGAR PURCHASE	\$ 53.88
25661	HOHENSTEINS INC	BEER PURCHASE	\$ 469.50
25662	J.C. NEWMAN CIGAR CO	CIGAR PURCHASE	\$ 802.12
25663	JJ TAYLOR COMPANIES	BEER PURCHASE - CREDIT	\$ 12,478.86
25664	JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE	\$ 15,492.50
25665	M AMUNDSON LLP	CIGARETTE - JUICE/MIX/POP PURCHASE	\$ 4,904.85
25666	MIDWEST COCA-COLA BOTTLING	JUICE/MIX/POP PURCHASE	\$ 416.76
25667	PAUSTIS & SON'S	WINE PURCHASE	\$ 207.98
25668	PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$ 4,463.18
25669	PLUNKETT'S INC	PEST CONTROL	\$ 29.58
25670	POPP.COM	TELEPHONE SERVICE	\$ 261.79
25671	QUALITY REFRIGERATION	COOLER REPAIR	\$ 2,181.36
25672	REPUBLIC SERVICES	GARBAGE SERVICE	\$ 262.35
25673	ROYAL SUPPLY LLC	CLEANIGN SUPPLIES	\$ 77.13
25674	SOUTHERN WINE & SPIRITS OF MN	CREDIT - LIQUOR - WINE PURCHASE	\$ 6,073.48
25675	SPRINT	CELL HONE SERVICE	\$ 177.70
25676	STAN MORGAN & ASSOCIATES	SHELVING	\$ 1,255.51
25677	STAR TRIBUNE	ADVERTISING	\$ 838.30
25678	TWIN CITIES E MEDIA	ADVERTISING	\$ 600.00
25679	VARNER TRANSPORTATION	FREIGHT CHARGES	\$ 700.35
25680	WINE COMPANY	WINE PURCHASE	\$ 280.40
25681	WINE MERCHANTS	WINE PURCHASE	\$ 457.00
25682	WIRTZ BEVERAGE MN BEER	CREDIT - LIQUOR PURCHASE	\$ 24,876.69
		JUICE/MIX/POP - WINE PURCHASE	
25683	DEARBORN NATIONAL	PAYROLL 4/5/15-4/18/15	\$ 74.75
25684	DELTA DENTAL	PAYROLL 4/5/15-4/18/15	\$ 103.65
25685	FIDELITY SECURITY LIFE	PAYROLL 4/5/15-4/18/15	\$ 3.13
25686	HEALTH PARTNERS	PAYROLL 4/5/15-4/18/15	\$ 745.10
25687	PERA	PAYROLL 4/5/15-4/18/15	\$ 648.43

CITY OF SPRING LAKE PARK  
 CLAIMS APPROVED AND PAID

DATE: APRIL 2015  
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FUND: LIQUOR OPERATIONS

<u>VOUCHER</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
25688	MN TEMASTER	PAYROLL 3/29/15-4/11/15	\$ 58.50
25689	PERA	PAYROLL 3/29/15-4/11/15	\$ 719.28
25690	CULLIGAN	BOTTLED WATER	\$ 38.60
25691	MN MUNICIPAL BEVERAGE ASSOC.	CONFERENCE	\$ 1,255.00
25692	WELLS FARGO CREDIT CARD	CREDIT CARD PAYMENT	\$ 1,262.73
25693	WHISKEY ADVOCATE	SUBSCRIPTION	\$ 18.00
25694	XCEL ENERGY	ELECTRICITY	\$ 1,560.41
25695	BELLBOY CORPORATION	LIQUOR PURCHASE	\$ 272.75
25696	CAPITOL BEVERAGE SALES	BEER PURCHASE	\$ 7,128.82
25697	CITYWIDE WINDOWN SERVICES INC	CONTRACTUAL SERVICE	\$ 30.00
25698	DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 722.40
25699	EXTREME BEVERAGE	JUICE/MIX/POP PURCHASE	\$ 69.80
25700	G & K SERVICES	CHEMICALS	\$ 88.20
25701	J.C. NEWMAN CIGAR CO	CIGAR PURCHASE	\$ 70.77
25702	JJ TAYLOR COMPANIES	BEER - LIQUOR PURCHASE	\$ 7,239.55
25703	JOHNSON BROTHERS LIQUOR CO	CREDIT -LIQUOR - WINE PURCHASE	\$ 5,651.08
25704	PAUSTIS & SON'S	WINE PURCHASE	\$ 172.32
25705	PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$ 1,289.95
25706	PINNACLE DISTRIBUTING	JUICE/MIX/POP PURCHASE	\$ 276.62
25707	SAM'S CLUB	CREDIT CARD PAYMENT	\$ 33.12
25708	SILENT WATCHDOG	SECURITY MONITORING	\$ 60.00
25709	SOUTHERN WINE & SPIRITS OF MN	LIQUOR - WINE PURCHASE	\$ 3,258.81
25710	WINE MERCHNATS	WINE PURCHASE	\$ 84.00
25711	WIRTZ BEVERAGE MN BEER	CREDIT - BEER - LIQUOR WINE - JUICE/MIX/POP PURCHASE	\$ 3,873.29
25712	GRAN HABANO CIGARS	CIGAR PURCHASE	\$ 329.09
25713	AMARA WINES	LIQUOR PURCHASE	\$ 130.33
25714	ARANGO CIGAR CO	CIGAR PURCHASE	\$ 551.13
25715	BERNICK'S WINE	BEER PURCHASE	\$ 1,241.55
25716	BOVEDA INC	JUICE/MIX/POP PURCHASE	\$ 236.45
25717	CAPITOL BEVERAGE SALES	BEER PURCHASE	\$ 10,515.60
25718	CENTRAL PARK WAREHOUSE	PETTY CASH	\$ 56.34
25719	CITY OF SPRING LAKE PARK	OFFICE SUPPLIES	\$ 7.68
25720	CRSYTAL SPRINGS ICE	ICE PURCHASE	\$ 199.04
25721	DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 1,242.00
25722	HOHENSTEINES INC	CREDIT BEER PURCHASE	\$ 77.00
25723	J.C. NEWMAN CIGAR CO	CIGAR PURCHASE	\$ 141.54
25724	JJ TAYLOR COMPANIES	BEER PURCHASE	\$ 5,910.70
25725	JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE	\$ 3,792.77
25726	MY ALARM CENTER	SECURITY MONITORING	\$ 164.48
25727	NORTH STAR MAINTENANCE & MANAGEMENT	FLOOR MAINTENANCE	\$ 2,142.50
25728	PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$ 1,300.41
25729	PLAYNETWORK	CONTRACTUAL SERVICES	\$ 32.01
25730	SOUTHERN WINE & SPIRITS OF MN	CREDIT - LIQUOR - WINE PURCHASE	\$ 4,564.31
25731	SWANSON, JOYCE	REIMBURSEMENT	\$ 149.43
25732	VINOCOPIA	LIQUOR PURCHASE	\$ 221.50
25733	WIEN COMPANY	WINE PURCHASE	\$ 1,199.80
25734	WIRTZ BEVERAGE MN BEER	BEER - LIQUOR - WINE PURCHASE	\$ 9,681.69

CITY OF SPRING LAKE PARK  
CLAIMS APPROVED AND PAID

DATE: APRIL 2015  
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CLAIMS RES: 15-08

FUND: LIQUOR OPERATIONS

VOUCHER VENDOR

EXPLANATION

AMOUNT

PAYROLL (4/3/15)	9,215.95
PAYROLL (4/17/15)	9,804.66
PAYROLL (4/24/15)	160.42
SALES TAX (Mar)	14,084.00
OTP Tax (Mar)	1,684.90

<b>TOTAL DISBURSEMENTS</b>	<b>\$ 216,416.70</b>
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WHEREAS,

the City Council of the City of Spring Lake Park has considered the foregoing itemized list of disbursements; and

WHEREAS,

the City Council has determined that all disbursements, as listed, with the following exceptions:

\_\_\_\_\_

\_\_\_\_\_

are proper.

NOW, THEREFORE BE IT RESOLVED:

that the Council directs and approves the payment of the aforementioned disbursements this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

Councilmembers:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Daniel Buchholtz, Administrator/Clerk-Treasurer

MEMORANDUM

DATE: May 14, 2015

TO: Mayor, City Council and Dept. Heads

FROM: Peggy K. Anderson, Accountant



RE: Budget to Date

(as of April 30, 2015)

Attached is the April, 2015 Budget to Date for revenue and expenditures. A strict adherence to the year-to-date ratio would have each expenditure line item with **66.68% remaining**. The overall General Fund ratio is **70.40%**.





**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %	
<b>Revenues</b>						
<b>Revenues</b>						
101.00000.31010	CURRENT TAXES	\$ 0.00	\$ 0.00	\$ 2,681,846.00	\$ 0.00	100.00%
101.00000.32110	LIQUOR LICENSES	0.00	0.00	23,300.00	300.00	98.71%
101.00000.32179	PAWN SHOP LICENSES	0.00	1,042.00	6,252.00	2,084.00	66.67%
101.00000.32180	CIGARETTE,DANCE,BINGO,MISC	0.00	0.00	5,400.00	300.00	94.44%
101.00000.32181	SIGN PERMITS	0.00	714.00	5,500.00	2,189.64	60.19%
101.00000.32208	CONTRACTORS LICENSES	0.00	650.00	6,500.00	3,450.00	46.92%
101.00000.32210	BUILDING PERMIT	0.00	3,709.62	50,000.00	10,783.16	78.43%
101.00000.32211	BUILDING PERMIT SURCHARGES	0.00	106.10	2,000.00	310.78	84.46%
101.00000.32230	PLUMBING PERMIT	0.00	310.00	4,000.00	980.00	75.50%
101.00000.32231	PLUMBING PERMIT SURCHARGES	0.00	25.00	350.00	95.00	72.86%
101.00000.32232	HEATING & A/C PERMITS	0.00	90.00	6,000.00	1,319.98	78.00%
101.00000.32233	HTG & A/C SURCHARGES	0.00	10.00	400.00	94.00	76.50%
101.00000.32240	PET LICENSE	0.00	173.00	550.00	225.00	59.09%
101.00000.32260	CERTIFICATE OF OCCUPANCY	0.00	300.00	5,000.00	600.00	88.00%
101.00000.32261	VACANT PROPERTY REGISTRATIO	0.00	200.00	6,000.00	1,400.00	76.67%
101.00000.33401	LOCAL GOVERNMENT AID	0.00	0.00	323,491.00	0.00	100.00%
101.00000.33404	PERA INCREASE AID	0.00	0.00	5,775.00	0.00	100.00%
101.00000.33416	POLICE TRAINING REIMB	0.00	0.00	3,600.00	0.00	100.00%
101.00000.33421	INSURANCE PREMIUM-POLICE	0.00	0.00	73,000.00	0.00	100.00%
101.00000.34103	SPEC USE,ZONING,SUB-DIV	0.00	825.00	1,800.00	2,320.00	(28.89%)
101.00000.34104	PLAN CHECKING FEES	0.00	1,323.12	10,000.00	4,192.35	58.08%
101.00000.34105	SALE OF MAPS,COPIES ETC	0.00	0.00	300.00	0.00	100.00%
101.00000.34107	ASSESSMENT SEARCHES	0.00	0.00	200.00	0.00	100.00%
101.00000.34108	ADMINISTRATION SAC CHARGES	0.00	0.00	70.00	0.00	100.00%
101.00000.34111	ADM. GAMBLING EXPENSES	0.00	0.00	31,000.00	0.00	100.00%
101.00000.34115	GUN RANGE FACILITY USE	0.00	0.00	0.00	255.00	0.00%
101.00000.34201	POLICE & FIRE ALARM PERMIT	0.00	0.00	2,000.00	900.00	55.00%
101.00000.34203	ACCIDENT REPORTS	0.00	0.00	0.00	21.75	0.00%
101.00000.34204	RENTAL HOUSING REGISTRATION	0.00	120.00	55,000.00	8,115.00	85.25%
101.00000.34205	RIGHT OF WAY APPLICATIONS	0.00	0.00	3,500.00	0.00	100.00%
101.00000.34801	INSURANCE DIVIDENDS	0.00	0.00	8,000.00	0.00	100.00%
101.00000.34949	RESTITUTION	0.00	27.96	0.00	115.14	0.00%
101.00000.34950	REFUNDS & REIMB	0.00	0.00	4,000.00	500.17	87.50%
101.00000.35101	COURT FINES	0.00	0.00	100,000.00	15,348.28	84.65%
101.00000.35102	ADM OFFENSE FINES	0.00	235.00	4,000.00	620.00	84.50%
101.00000.35349	MN DRIVING DIVERSION PROGRA	0.00	0.00	0.00	300.00	0.00%
101.00000.35350	DETOX TRANSPORTATION	0.00	0.00	200.00	0.00	100.00%
101.00000.36210	INTEREST EARNINGS	0.00	0.00	20,000.00	0.00	100.00%
101.00000.36901	LIAISON OFFICER	0.00	0.00	70,839.00	0.00	100.00%
101.00000.39100	CPWL REIM FOR SERVICES	0.00	0.00	4,500.00	0.00	100.00%
101.00000.39202	TRANSFER FROM PUBLIC UTILITY	0.00	0.00	45,000.00	0.00	100.00%
101.00000.39203	CONTRIBUTION FROM LIQUOR	0.00	0.00	75,000.00	0.00	100.00%
101.00000.39206	TRANSFER FROM RECYCLING FU	0.00	0.00	2,500.00	0.00	100.00%
101.00000.39207	TRANSFER FROM RECREATION	0.00	0.00	60,000.00	0.00	100.00%
<b>Total Revenues</b>		<b>0.00</b>	<b>9,860.80</b>	<b>3,706,873.00</b>	<b>56,819.25</b>	<b>98.47%</b>

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total GENERAL FUND Revenues</b>	\$ 0.00	\$ 9,860.80	\$ 3,706,873.00	\$ 56,819.25	98.47%
<b>Expenditures</b>					
<b>MAYOR AND COUNCIL Expenditures</b>					
101.41110.01030 PART TIME EMPLOYEES	\$ 0.00	\$ 2,607.88	\$ 36,273.00	\$ 15,104.83	58.36%
101.41110.01211 DEFINED CONTR PLAN/PERA	0.00	130.41	1,768.00	709.37	59.88%
101.41110.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	199.50	2,775.00	1,155.50	58.36%
101.41110.01510 WORKERS COMPENSATION	0.00	0.00	75.00	67.00	10.67%
101.41110.02100 OPERATING SUPPLIES	0.00	0.00	511.00	160.83	68.53%
101.41110.03310 TRAVEL EXPENSE	0.00	0.00	250.00	0.00	100.00%
101.41110.03500 PRINTING & PUBLISHING	0.00	185.75	1,250.00	1,033.39	17.33%
101.41110.04300 CONFERENCE & SCHOOLS	0.00	16.00	2,010.00	331.00	83.53%
101.41110.04330 DUES & SUBSCRIPTIONS	0.00	0.00	9,065.00	2,500.00	72.42%
101.41110.04955 DISCRETIONARY	0.00	0.00	650.00	0.00	100.00%
<b>Total MAYOR AND COUNCIL Expenditures</b>	<b>0.00</b>	<b>3,139.54</b>	<b>54,627.00</b>	<b>21,061.92</b>	<b>61.44%</b>
<b>ADMINISTRATION Expenditures</b>					
101.41400.01010 FULL TIME EMPLOYEES	0.00	23,843.43	312,200.00	95,228.33	69.50%
101.41400.01050 VACATION BUY BACK	0.00	0.00	2,450.00	0.00	100.00%
101.41400.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	1,781.32	23,415.00	7,122.33	69.58%
101.41400.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	1,785.30	24,070.00	7,130.07	70.38%
101.41400.01300 HEALTH INSURANCE	0.00	4,705.30	59,500.00	18,747.54	68.49%
101.41400.01313 PRUDENTIAL LIFE INSURANCE	0.00	22.38	270.00	89.52	66.84%
101.41400.01510 WORKERS COMPENSATION	0.00	0.00	2,300.00	1,692.09	26.43%
101.41400.02000 OFFICE SUPPLIES	0.00	454.10	3,715.00	1,260.91	66.06%
101.41400.02030 PRINTED FORMS	0.00	0.00	1,444.00	443.33	69.30%
101.41400.02100 OPERATING SUPPLIES	0.00	0.00	446.00	71.55	83.96%
101.41400.02220 POSTAGE	0.00	465.63	3,445.00	896.10	73.99%
101.41400.03210 TELEPHONE	0.00	0.00	800.00	147.12	81.61%
101.41400.03310 TRAVEL EXPENSE	0.00	230.76	3,300.00	1,365.61	58.62%
101.41400.03500 PRINTING & PUBLISHING	0.00	0.00	360.00	163.13	54.69%
101.41400.03550 COUNTY FEES FOR SERVICE	0.00	0.00	2,500.00	0.00	100.00%
101.41400.04050 MAINTENANCE AGREEMENTS	0.00	0.00	6,519.00	4,807.96	26.25%
101.41400.04300 CONFERENCE & SCHOOLS	0.00	1,134.50	5,935.00	2,581.70	56.50%
101.41400.04330 DUES & SUBSCRIPTIONS	0.00	155.00	560.00	380.00	32.14%
101.41400.04500 CONTRACTUAL SERVICES	0.00	883.00	4,450.00	985.34	77.86%
101.41400.05000 CAPITAL OUTLAY	0.00	0.00	1,944.00	0.00	100.00%
<b>Total ADMINISTRATION Expenditures</b>	<b>0.00</b>	<b>35,460.72</b>	<b>459,623.00</b>	<b>143,112.63</b>	<b>68.86%</b>
<b>ASSESSOR Expenditures</b>					
101.41500.04000 CONTRACTUAL SERVICE	0.00	0.00	35,500.00	8,752.00	75.35%
<b>Total ASSESSOR Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>35,500.00</b>	<b>8,752.00</b>	<b>75.35%</b>
<b>AUDIT &amp; ACCTG SERVICES Expenditures</b>					
101.41540.03010 AUDIT & ACCTG SERVICES	0.00	8,275.00	9,050.00	8,275.00	8.56%
<b>Total AUDIT &amp; ACCTG SERVICES Expenditures</b>	<b>0.00</b>	<b>8,275.00</b>	<b>9,050.00</b>	<b>8,275.00</b>	<b>8.56%</b>

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
For GENERAL FUND (101)  
For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>I.T. SERVICES Expenditures</b>					
101.41600.04000 CONTRACTUAL SERVICE	0.00	6,560.83	22,358.00	13,022.48	41.75%
<b>Total I.T. SERVICES Expenditures</b>	<b>0.00</b>	<b>6,560.83</b>	<b>22,358.00</b>	<b>13,022.48</b>	<b>41.75%</b>
<b>LEGAL FEES Expenditures</b>					
101.41610.03040 LEGAL FEES	0.00	8,063.18	127,500.00	32,642.03	74.40%
<b>Total LEGAL FEES Expenditures</b>	<b>0.00</b>	<b>8,063.18</b>	<b>127,500.00</b>	<b>32,642.03</b>	<b>74.40%</b>
<b>ENGINEERING FEES Expenditures</b>					
101.41710.03030 ENGINEERING FEES	0.00	1,372.50	10,000.00	5,810.35	41.90%
<b>Total ENGINEERING FEES Expenditures</b>	<b>0.00</b>	<b>1,372.50</b>	<b>10,000.00</b>	<b>5,810.35</b>	<b>41.90%</b>
<b>PLANNING &amp; ZONING Expenditures</b>					
101.41720.02100 OPERATING SUPPLIES	0.00	0.00	115.00	0.00	100.00%
101.41720.02220 POSTAGE	0.00	11.75	150.00	180.44	(20.29%)
101.41720.03500 PRINTING & PUBLISHING	0.00	43.00	400.00	147.88	63.03%
<b>Total PLANNING &amp; ZONING Expenditures</b>	<b>0.00</b>	<b>54.75</b>	<b>665.00</b>	<b>328.32</b>	<b>50.63%</b>
<b>GOVERNMENT BUILDING Expenditures</b>					
101.41940.01010 FULL TIME EMPLOYEES	0.00	1,075.97	14,000.00	4,295.49	69.32%
101.41940.01013 OVERTIME	0.00	0.00	0.00	255.79	0.00%
101.41940.01050 VACATION BUY BACK	0.00	0.00	269.00	0.00	100.00%
101.41940.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	80.68	1,050.00	341.28	67.50%
101.41940.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	80.94	1,092.00	350.84	67.87%
101.41940.01300 HEALTH INSURANCE	0.00	258.40	3,300.00	1,027.48	68.86%
101.41940.01313 PRUDENTIAL LIFE INSURANCE	0.00	1.04	13.00	4.16	68.00%
101.41940.01510 WORKERS COMPENSATION	0.00	0.00	500.00	0.00	100.00%
101.41940.02100 OPERATING SUPPLIES	0.00	237.53	7,500.00	2,047.70	72.70%
101.41940.02200 REPAIR & MAINTENANCE	0.00	0.00	7,200.00	1,184.15	83.55%
101.41940.02225 LANDSCAPING MATERIALS	0.00	0.00	0.00	136.20	0.00%
101.41940.02280 UNIFORMS,SAFETY SHOES	0.00	0.00	250.00	109.84	56.06%
101.41940.03210 TELEPHONE	0.00	0.00	9,000.00	1,637.90	81.80%
101.41940.03810 ELECTRIC UTILITIES	0.00	1,399.25	17,000.00	4,927.38	71.02%
101.41940.03830 GAS UTILITIES	0.00	3,232.73	15,000.00	9,899.79	34.00%
101.41940.03841 RUBBISH REMOVAL	0.00	348.39	4,150.00	1,404.63	66.15%
101.41940.04000 CONTRACTUAL SERVICE	0.00	52.87	940.00	113.92	87.88%
101.41940.07000 PERMANENT TRANSFERS OUT	0.00	0.00	8,126.00	0.00	100.00%
<b>Total GOVERNMENT BUILDING Expenditures</b>	<b>0.00</b>	<b>6,767.80</b>	<b>89,390.00</b>	<b>27,736.55</b>	<b>68.97%</b>
<b>POLICE PROTECTION Expenditures</b>					
101.42100.01010 FULL TIME EMPLOYEES	0.00	71,531.89	961,960.00	294,384.11	69.40%
101.42100.01013 OVERTIME	0.00	1,599.24	97,000.00	6,020.58	93.79%
101.42100.01050 VACATION BUY BACK	0.00	0.00	4,000.00	0.00	100.00%
101.42100.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	11,129.03	150,751.00	45,522.66	69.80%
101.42100.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	1,542.50	24,619.00	6,798.72	72.38%
101.42100.01300 HEALTH INSURANCE	0.00	11,823.44	148,000.00	47,122.82	68.16%
101.42100.01313 PRUDENTIAL LIFE INSURANCE	0.00	56.28	665.00	225.12	66.15%
101.42100.01510 WORKERS COMPENSATION	0.00	0.00	25,000.00	22,287.95	10.85%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

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Revised Budget  
For GENERAL FUND (101)  
For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
101.42100.02000 OFFICE SUPPLIES	0.00	0.00	3,600.00	102.03	97.17%
101.42100.02030 PRINTED FORMS	0.00	0.00	1,000.00	295.00	70.50%
101.42100.02040 RANGE EQUIP & SUPPLIES	0.00	0.00	7,550.00	77.71	98.97%
101.42100.02100 OPERATING SUPPLIES	0.00	0.00	3,500.00	182.33	94.79%
101.42100.02120 MOTOR FUELS & LUBRICANTS	0.00	1,252.21	23,700.00	4,551.19	80.80%
101.42100.02220 POSTAGE	0.00	37.11	1,900.00	213.76	88.75%
101.42100.03050 MEDICAL EXPENSE	0.00	0.00	2,000.00	0.00	100.00%
101.42100.03210 TELEPHONE	0.00	0.00	3,000.00	671.01	77.63%
101.42100.03211 CJIS DATA SERVICES	0.00	925.96	13,380.00	2,948.81	77.96%
101.42100.03300 CLOTHING & PERSONAL EQUIP	0.00	393.88	9,270.00	1,124.42	87.87%
101.42100.03310 TRAVEL EXPENSE	0.00	0.00	500.00	130.00	74.00%
101.42100.03421 800 MHZ RADIO	0.00	54.00	4,006.00	108.00	97.30%
101.42100.04000 CONTRACTUAL SERVICE	0.00	0.00	16,200.00	102.32	99.37%
101.42100.04050 MAINTENANCE AGREEMENTS	0.00	0.00	3,740.00	1,538.13	58.87%
101.42100.04060 AUTO EQUIPMENT REPAIR	0.00	214.95	20,000.00	6,023.34	69.88%
101.42100.04070 OTHER EQUIPMENT REPAIR	0.00	0.00	3,500.00	47.95	98.63%
101.42100.04300 CONFERENCE & SCHOOLS	0.00	0.00	11,500.00	2,029.74	82.35%
101.42100.04330 DUES & SUBSCRIPTIONS	0.00	0.00	825.00	540.00	34.55%
101.42100.05000 CAPITAL OUTLAY	0.00	0.00	33,075.00	0.00	100.00%
<b>Total POLICE PROTECTION Expenditures</b>	<b>0.00</b>	<b>100,560.49</b>	<b>1,574,241.00</b>	<b>443,047.70</b>	<b>71.86%</b>
<b>FIRE PROTECTION Expenditures</b>					
101.42200.04000 CONTRACTUAL SERVICE	0.00	0.00	186,712.00	62,237.52	66.67%
101.42200.05000 CAPITAL OUTLAY	0.00	0.00	20,904.00	10,206.41	51.17%
<b>Total FIRE PROTECTION Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>207,616.00</b>	<b>72,443.93</b>	<b>65.11%</b>
<b>CODE ENFORCEMENT Expenditures</b>					
101.42300.01010 FULL TIME EMPLOYEES	0.00	5,846.42	76,100.00	23,368.47	69.29%
101.42300.01040 TEMPORARY EMPLOYEES	0.00	0.00	10,080.00	0.00	100.00%
101.42300.01050 VACATION BUY BACK	0.00	0.00	1,461.00	0.00	100.00%
101.42300.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	438.48	5,709.00	1,752.63	69.30%
101.42300.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	441.14	6,705.00	1,763.24	73.70%
101.42300.01300 HEALTH INSURANCE	0.00	805.38	9,850.00	3,221.52	67.29%
101.42300.01313 PRUDENTIAL LIFE INSURANCE	0.00	4.28	51.00	17.12	66.43%
101.42300.01510 WORKERS COMPENSATION	0.00	0.00	1,450.00	435.26	69.98%
101.42300.02000 OFFICE SUPPLIES	0.00	103.81	500.00	142.87	71.43%
101.42300.02100 OPERATING SUPPLIES	0.00	0.00	1,300.00	0.00	100.00%
101.42300.02120 MOTOR FUELS & LUBRICANTS	0.00	83.48	1,400.00	303.42	78.33%
101.42300.02200 REPAIR & MAINTENANCE	0.00	0.00	750.00	0.00	100.00%
101.42300.03210 TELEPHONE	0.00	0.00	1,000.00	240.09	75.99%
101.42300.03310 TRAVEL EXPENSE	0.00	0.00	150.00	0.00	100.00%
101.42300.04300 CONFERENCE & SCHOOLS	0.00	130.00	900.00	130.00	85.56%
101.42300.04330 DUES & SUBSCRIPTIONS	0.00	577.92	2,000.00	1,076.25	46.19%
<b>Total CODE ENFORCEMENT Expenditures</b>	<b>0.00</b>	<b>8,430.91</b>	<b>119,406.00</b>	<b>32,450.87</b>	<b>72.82%</b>
<b>EMERGENCY MANAGEMENT Expenditures</b>					
101.42500.02200 REPAIR & MAINTENANCE	0.00	0.00	750.00	0.00	100.00%
101.42500.03810 ELECTRIC UTILITIES	0.00	0.00	100.00	22.68	77.32%
101.42500.04050 MAINTENANCE AGREEMENTS	0.00	0.00	1,055.00	527.16	50.03%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
101.42500.05000 CAPITAL OUTLAY	0.00	0.00	500.00	0.00	100.00%
<b>Total EMERGENCY MANAGEMENT Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>2,405.00</b>	<b>549.84</b>	<b>77.14%</b>
<b>ANIMAL CONTROL Expenditures</b>					
101.42700.04000 CONTRACTUAL SERVICE	0.00	0.00	1,000.00	0.00	100.00%
<b>Total ANIMAL CONTROL Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>STREET DEPARTMENT Expenditures</b>					
101.43000.01010 FULL TIME EMPLOYEES	0.00	9,683.42	126,000.00	38,205.93	69.68%
101.43000.01013 OVERTIME	0.00	0.00	7,061.00	1,221.30	82.70%
101.43000.01020 ON CALL SALARIES	0.00	67.25	2,018.00	170.63	91.54%
101.43000.01050 VACATION BUY BACK	0.00	0.00	810.00	0.00	100.00%
101.43000.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	731.32	10,131.00	2,969.87	70.69%
101.43000.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	730.98	10,395.00	3,026.29	70.89%
101.43000.01300 HEALTH INSURANCE	0.00	1,967.70	20,950.00	7,840.30	62.58%
101.43000.01313 PRUDENTIAL LIFE INSURANCE	0.00	8.86	107.00	35.44	66.88%
101.43000.01510 WORKERS COMPENSATION	0.00	250.00	8,000.00	8,731.89	(9.15%)
101.43000.02120 MOTOR FUELS & LUBRICANTS	0.00	1,055.10	18,000.00	3,433.18	80.93%
101.43000.02150 SHOP MATERIALS	0.00	0.00	2,000.00	517.57	74.12%
101.43000.02200 REPAIR & MAINTENANCE	0.00	830.38	7,500.00	2,608.44	65.22%
101.43000.02210 EQUIPMENT PARTS	0.00	2,102.14	5,500.00	4,170.46	24.17%
101.43000.02221 TIRES	0.00	0.00	750.00	0.00	100.00%
101.43000.02224 STREET MAINT SUPPLIES	0.00	0.00	1,393.00	0.00	100.00%
101.43000.02226 SIGNS & STRIPING	0.00	0.00	6,000.00	0.00	100.00%
101.43000.02280 UNIFORMS, SAFETY SHOES	0.00	0.00	750.00	755.75	(0.77%)
101.43000.03210 TELEPHONE	0.00	0.00	370.00	48.56	86.88%
101.43000.04000 CONTRACTUAL SERVICE	0.00	48.00	840.00	109.05	87.02%
101.43000.04300 CONFERENCE & SCHOOLS	0.00	0.00	400.00	0.00	100.00%
101.43000.04330 DUES & SUBSCRIPTIONS	0.00	0.00	100.00	0.00	100.00%
<b>Total STREET DEPARTMENT Expenditures</b>	<b>0.00</b>	<b>17,475.15</b>	<b>229,075.00</b>	<b>73,844.66</b>	<b>67.76%</b>
<b>RECREATION DEPARTMENT Expenditures</b>					
101.45100.01010 FULL TIME EMPLOYEES	0.00	14,114.64	183,200.00	56,007.72	69.43%
101.45100.01030 PART TIME EMPLOYEES	0.00	637.46	10,875.00	2,346.04	78.43%
101.45100.01040 TEMPORARY EMPLOYEES	0.00	0.00	13,000.00	1,514.63	88.35%
101.45100.01050 VACATION BUY BACK	0.00	0.00	2,600.00	0.00	100.00%
101.45100.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	1,058.60	13,740.00	4,200.56	69.43%
101.45100.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	1,108.63	16,040.00	4,500.37	71.94%
101.45100.01300 HEALTH INSURANCE	0.00	2,253.26	28,000.00	9,013.04	67.81%
101.45100.01313 PRUDENTIAL LIFE INSURANCE	0.00	12.82	155.00	51.28	66.92%
101.45100.01510 WORKERS COMPENSATION	0.00	0.00	2,000.00	695.59	65.22%
101.45100.02000 OFFICE SUPPLIES	0.00	19.95	1,625.00	461.10	71.62%
101.45100.02220 POSTAGE	0.00	75.87	2,350.00	820.85	65.07%
101.45100.02290 RECREATION EQUIP SUPPLIES	0.00	331.18	2,200.00	698.70	68.24%
101.45100.03310 TRAVEL EXPENSE	0.00	0.00	1,000.00	264.98	73.50%
101.45100.03500 PRINTING & PUBLISHING	0.00	274.00	8,857.00	541.73	93.88%
101.45100.04300 CONFERENCE & SCHOOLS	0.00	0.00	1,400.00	20.00	98.57%
101.45100.04330 DUES & SUBSCRIPTIONS	0.00	0.00	435.00	302.00	30.57%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total RECREATION DEPARTMENT Expenditures</b>	<b>0.00</b>	<b>19,886.41</b>	<b>287,477.00</b>	<b>81,438.59</b>	<b>71.67%</b>
<b>PARKS DEPARTMENT Expenditures</b>					
101.45200.01010 FULL TIME EMPLOYEES	0.00	10,883.06	132,100.00	41,225.71	68.79%
101.45200.01013 OVERTIME	0.00	89.49	7,061.00	2,017.48	71.43%
101.45200.01020 ON CALL SALARIES	0.00	67.25	2,018.00	170.62	91.55%
101.45200.01050 VACATION BUY BACK	0.00	0.00	2,000.00	0.00	100.00%
101.45200.01210 PERA CONTRIBUTIONS-EMPLOYE	0.00	775.15	10,588.00	3,203.21	69.75%
101.45200.01220 FICA/MC CONTRIBUTIONS-EMPLO	0.00	778.02	10,953.00	3,270.53	70.14%
101.45200.01300 HEALTH INSURANCE	0.00	1,406.66	20,500.00	6,398.58	68.79%
101.45200.01313 PRUDENTIAL LIFE INSURANCE	0.00	8.92	107.00	35.68	66.65%
101.45200.01510 WORKERS COMPENSATION	0.00	250.00	10,000.00	9,238.94	7.61%
101.45200.02100 OPERATING SUPPLIES	0.00	0.00	930.00	62.59	93.27%
101.45200.02120 MOTOR FUELS & LUBRICANTS	0.00	999.45	17,000.00	3,230.93	80.99%
101.45200.02200 REPAIR & MAINTENANCE	0.00	655.60	7,000.00	2,550.61	63.56%
101.45200.02205 LAKESIDE PK EXP TO BE REIM	0.00	264.60	0.00	5,536.40	0.00%
101.45200.02210 EQUIPMENT PARTS	0.00	187.08	3,000.00	187.08	93.76%
101.45200.02221 TIRES	0.00	0.00	600.00	0.00	100.00%
101.45200.02225 LANDSCAPING MATERIALS	0.00	132.30	8,600.00	3,279.60	61.87%
101.45200.02280 UNIFORMS, SAFETY SHOES	0.00	0.00	700.00	755.75	(7.96%)
101.45200.02290 RECREATION EQUIP SUPPLIES	0.00	0.00	930.00	156.99	83.12%
101.45200.03210 TELEPHONE	0.00	0.00	232.00	49.62	78.61%
101.45200.03810 ELECTRIC UTILITIES	0.00	271.82	3,725.00	1,286.42	65.47%
101.45200.03830 GAS UTILITIES	0.00	628.54	4,000.00	1,709.53	57.26%
101.45200.03841 RUBBISH REMOVAL	0.00	0.00	300.00	0.00	100.00%
101.45200.04190 SATELLITE RENTAL	0.00	0.00	1,300.00	0.00	100.00%
101.45200.04300 CONFERENCE & SCHOOLS	0.00	0.00	800.00	695.50	13.06%
101.45200.04500 CONTRACTUAL SERVICES	0.00	48.00	760.00	109.05	85.65%
101.45200.04901 LAKESIDE PARK EXPENSE	0.00	0.00	11,500.00	0.00	100.00%
<b>Total PARKS DEPARTMENT Expenditures</b>	<b>0.00</b>	<b>17,445.94</b>	<b>256,704.00</b>	<b>85,170.82</b>	<b>66.82%</b>
<b>FORESTRY Expenditures</b>					
101.45300.02100 OPERATING SUPPLIES	0.00	0.00	46.00	0.00	100.00%
101.45300.04000 CONTRACTUAL SERVICE	0.00	0.00	1,000.00	0.00	100.00%
101.45300.04300 CONFERENCE & SCHOOLS	0.00	0.00	540.00	555.00	(2.78%)
<b>Total FORESTRY Expenditures</b>	<b>0.00</b>	<b>0.00</b>	<b>1,586.00</b>	<b>555.00</b>	<b>65.01%</b>
<b>MISCELLANEOUS Expenditures</b>					
101.49000.01313 PRUDENTIAL LIFE INSURANCE	0.00	0.00	50.00	0.00	100.00%
101.49000.03600 INSURANCE	0.00	216.00	45,000.00	41,018.14	8.85%
101.49000.04390 MISCELLANEOUS	0.00	0.00	1,000.00	5,000.00	(400.00%)
101.49000.04420 SURCHARGES-PLMG	0.00	0.00	200.00	0.00	100.00%
101.49000.04430 SURCHARGES-HTG	0.00	0.00	400.00	0.00	100.00%
101.49000.04440 SURCHARGES-BLDG	0.00	0.00	2,000.00	0.00	100.00%
101.49000.07000 PERMANENT TRANSFERS OUT	0.00	250.00	170,000.00	1,000.00	99.41%
<b>Total MISCELLANEOUS Expenditures</b>	<b>0.00</b>	<b>466.00</b>	<b>218,650.00</b>	<b>47,018.14</b>	<b>78.50%</b>
<b>Total GENERAL FUND Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 233,959.22</b>	<b>\$ 3,706,873.00</b>	<b>\$ 1,097,260.83</b>	<b>70.40%</b>

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**  
*Revised Budget*  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
GENERAL FUND Excess of Revenues Over Expenditures	\$ 0.00	\$ (224,098.42)	\$ 0.00	\$ (1,040,441.58)	0.00%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

*Revised Budget*

*For the Fiscal Period 2015-4 Ending April 30, 2015*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 0.00	\$ 9,860.80	\$ 3,706,873.00	\$ 56,819.25	98.47%
Total Expenditures	\$ 0.00	\$ 233,959.22	\$ 3,706,873.00	\$ 1,097,260.83	70.40%
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ (224,098.42)	\$ 0.00	\$ (1,040,441.58)	0.00%



**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

Revised Budget  
 For PUBLIC UTILITIES OPERATIONS (601)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>						
<b>Revenues</b>						
601.00000.34950	MISC REVENUE-NSF CHRGS	\$ 0.00	\$ 35.00	\$ 0.00	\$ 297.50	0.00%
601.00000.36210	INTEREST EARNINGS	0.00	0.00	45,000.00	0.00	100.00%
601.00000.37101	WATER COLLECTIONS	0.00	77,726.98	480,000.00	172,184.94	64.13%
601.00000.37103	SALES TAX COLLECTED	0.00	951.32	5,000.00	2,211.05	55.78%
601.00000.37104	PENALTIES/WATER	0.00	0.00	6,000.00	1,209.02	79.85%
601.00000.37109	SAFE DRINKING WATER FEE	0.00	3,466.53	13,844.00	7,032.00	49.21%
601.00000.37111	ADMINISTRATIVE CHARGE	0.00	16,958.39	64,000.00	34,720.91	45.75%
601.00000.37115	ESTIMATE READING CHR	0.00	40.00	10.00	40.00	(300.00%)
601.00000.37151	WATER RECONNECT-CALL OUT F	0.00	400.00	1,200.00	610.00	49.17%
601.00000.37170	WATER PERMITS	0.00	0.00	100.00	0.00	100.00%
601.00000.37171	WATER PERMIT SURCHARGES	0.00	0.00	10.00	0.00	100.00%
601.00000.37172	WATER METER SALES & INSTALLA	0.00	326.12	850.00	1,321.04	(55.42%)
601.00000.37201	SEWER COLLECTIONS	0.00	180,955.42	735,000.00	366,760.93	50.10%
601.00000.37204	PENALTIES-SEWER	0.00	0.00	11,000.00	3,524.89	67.96%
601.00000.37250	SEWER CONNECTION CHARGES	0.00	0.00	2,700.00	0.00	100.00%
601.00000.37270	SEWER PERMITS	0.00	0.00	100.00	0.00	100.00%
601.00000.37271	SEWER PERMIT SURCHARGES	0.00	0.00	10.00	0.00	100.00%
601.00000.37273	SEWER HOOK-UP CHARGES	0.00	0.00	150.00	0.00	100.00%
601.00000.39206	TRANSFER FROM RECYCLING FU	0.00	0.00	1,000.00	0.00	100.00%
<b>Total Revenues</b>		<b>0.00</b>	<b>280,859.76</b>	<b>1,365,974.00</b>	<b>589,912.28</b>	<b>56.81%</b>
<b>Total PUBLIC UTILITIES OPERATIONS Revenues</b>		<b>\$ 0.00</b>	<b>\$ 280,859.76</b>	<b>\$ 1,365,974.00</b>	<b>\$ 589,912.28</b>	<b>56.81%</b>

**Expenditures**

**WATER DEPARTMENT Expenditures**

601.49400.01010	FULL TIME EMPLOYEES	\$ 0.00	\$ 7,762.71	\$ 100,916.00	\$ 30,950.08	69.33%
601.49400.01013	OVERTIME	0.00	134.50	7,061.00	1,874.81	73.45%
601.49400.01020	ON CALL SALARIES	0.00	67.25	2,421.00	170.62	92.95%
601.49400.01040	TEMPORARY EMPLOYEES	0.00	263.81	19,100.00	2,581.02	86.49%
601.49400.01050	VACATION BUY BACK	0.00	0.00	950.00	0.00	100.00%
601.49400.01210	PERA CONTRIBUTIONS-EMPLOYE	0.00	597.32	8,280.00	2,474.62	70.11%
601.49400.01220	FICA/MC CONTRIBUTIONS-EMPLO	0.00	617.06	9,979.00	2,708.52	72.86%
601.49400.01300	HEALTH & DENTAL INSURANCE	0.00	1,403.92	17,220.00	5,612.61	67.41%
601.49400.01313	LIFE INSURANCE	0.00	7.68	95.00	30.72	67.66%
601.49400.01510	WORKERS COMPENSATION	0.00	250.00	6,500.00	6,653.12	(2.36%)
601.49400.02000	OFFICE SUPPLIES	0.00	173.91	800.00	379.96	52.51%
601.49400.02030	PRINTED FORMS	0.00	405.80	2,000.00	405.80	79.71%
601.49400.02100	OPERATING SUPPLIES	0.00	0.00	800.00	70.79	91.15%
601.49400.02120	MOTOR FUELS & LUBRICANTS	0.00	166.96	4,000.00	606.81	84.83%
601.49400.02200	REPAIR & MAINTENANCE	0.00	3,553.82	38,000.00	35,378.72	6.90%
601.49400.02210	EQUIPMENT PARTS	0.00	510.69	900.00	631.79	29.80%
601.49400.02220	POSTAGE	0.00	44.83	2,500.00	1,325.61	46.98%
601.49400.02221	TIRES	0.00	0.00	1,000.00	0.00	100.00%
601.49400.02222	STREET REPAIRS	0.00	0.00	6,000.00	0.00	100.00%
601.49400.02261	WATER TESTING	0.00	64.00	800.00	192.00	76.00%
601.49400.02262	WATER METER & SUPPLIES	0.00	1,816.61	5,000.00	1,816.61	63.67%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

*Revised Budget*  
 For PUBLIC UTILITIES OPERATIONS (601)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
601.49400.02264	SAFE DRINKING WATER FEE	0.00	0.00	13,844.00	3,482.00	74.85%
601.49400.02280	UNIFORM ALLOWANCE	0.00	0.00	950.00	494.32	47.97%
601.49400.03010	AUDIT & ACCTG SERVICES	0.00	0.00	2,406.00	0.00	100.00%
601.49400.03030	ENGINEERING FEES	0.00	0.00	1,000.00	0.00	100.00%
601.49400.03040	LEGAL FEES	0.00	0.00	300.00	0.00	100.00%
601.49400.03210	TELEPHONE	0.00	0.00	900.00	98.79	89.02%
601.49400.03310	TRAVEL EXPENSE	0.00	50.66	1,200.00	158.76	86.77%
601.49400.03500	PRINTING & PUBLISHING	0.00	2,318.89	7,000.00	2,318.89	66.87%
601.49400.03600	INSURANCE	0.00	0.00	9,500.00	8,345.55	12.15%
601.49400.03870	WATER USAGE-CITY OF BLAINE	0.00	670.26	4,000.00	670.26	83.24%
601.49400.04000	CONTRACTUAL SERVICE	0.00	48.00	5,850.00	109.05	98.14%
601.49400.04050	MAINTENANCE AGREEMENTS	0.00	44.19	13,775.00	2,397.60	82.59%
601.49400.04300	CONFERENCE & SCHOOLS	0.00	234.10	2,050.00	1,395.25	31.94%
601.49400.04330	DUES & SUBSCRIPTIONS	0.00	0.00	500.00	250.00	50.00%
601.49400.04370	PERMITS AND TAXES	0.00	950.00	8,200.00	2,344.00	71.41%
601.49400.04470	SURCHARGES-WATER	0.00	0.00	10.00	0.00	100.00%
601.49400.07000	PERMANENT TRANSFERS OUT	0.00	0.00	95,602.00	0.00	100.00%
<b>Total WATER DEPARTMENT Expenditures</b>		<b>0.00</b>	<b>22,156.97</b>	<b>401,409.00</b>	<b>115,928.68</b>	<b>71.12%</b>
<b>WATER TREATMENT PLANT Expenditures</b>						
601.49402.02100	OPERATING SUPPLIES	0.00	0.00	100.00	0.00	100.00%
601.49402.02120	MOTOR FUELS & LUBRICANTS	0.00	0.00	2,000.00	0.00	100.00%
601.49402.02160	CHEMICALS & CHEMICAL PROD	0.00	7,361.49	23,000.00	8,220.68	64.26%
601.49402.02200	REPAIR & MAINTENANCE	0.00	497.44	13,000.00	497.44	96.17%
601.49402.02210	EQUIPMENT PARTS	0.00	788.17	5,000.00	794.94	84.10%
601.49402.03030	ENGINEERING FEES	0.00	0.00	1,000.00	0.00	100.00%
601.49402.03600	INSURANCE	0.00	0.00	11,300.00	11,000.60	2.65%
601.49402.03810	ELECTRIC UTILITIES	0.00	4,720.95	82,000.00	15,214.60	81.45%
601.49402.03830	GAS UTILITIES	0.00	0.00	3,500.00	1,183.87	66.18%
601.49402.04000	CONTRACTUAL SERVICE	0.00	0.00	1,000.00	0.00	100.00%
601.49402.04370	PERMITS,DUES,SUBSCRIPTIONS	0.00	750.00	2,850.00	875.00	69.30%
601.49402.07000	PERMANENT TRANSFERS OUT	0.00	0.00	43,635.00	0.00	100.00%
<b>Total WATER TREATMENT PLANT Expenditures</b>		<b>0.00</b>	<b>14,118.05</b>	<b>188,385.00</b>	<b>37,787.13</b>	<b>79.94%</b>
<b>SEWER DEPARTMENT Expenditures</b>						
601.49450.01010	FULL TIME EMPLOYEES	0.00	7,762.73	100,916.00	30,950.17	69.33%
601.49450.01013	OVERTIME	0.00	134.50	7,061.00	1,874.84	73.45%
601.49450.01020	ON CALL SALARIES	0.00	67.25	2,421.00	170.62	92.95%
601.49450.01040	TEMPORARY EMPLOYEES	0.00	263.82	19,100.00	2,581.05	86.49%
601.49450.01050	VACATION BUY BACK	0.00	0.00	950.00	0.00	100.00%
601.49450.01210	PERA CONTRIBUTIONS-EMPLOYE	0.00	597.36	8,280.00	2,474.77	70.11%
601.49450.01220	FICA/MC CONTRIBUTIONS-EMPLO	0.00	617.08	9,979.00	2,708.70	72.86%
601.49450.01300	HEALTH & DENTAL INSURANCE	0.00	1,403.96	17,220.00	5,612.77	67.41%
601.49450.01313	LIFE INSURANCE	0.00	7.70	95.00	30.80	67.58%
601.49450.01510	WORKERS COMPENSATION	0.00	250.00	6,500.00	6,653.12	(2.36%)
601.49450.02000	OFFICE SUPPLIES	0.00	173.89	800.00	460.91	42.39%
601.49450.02030	PRINTED FORMS	0.00	405.79	1,800.00	405.79	77.46%
601.49450.02100	OPERATING SUPPLIES	0.00	0.00	500.00	70.76	85.85%
601.49450.02120	MOTOR FUELS & LUBRICANTS	0.00	166.96	4,000.00	606.78	84.83%

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

*Revised Budget*  
 For PUBLIC UTILITIES OPERATIONS (601)  
 For the Fiscal Period 2015-4 Ending April 30, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
601.49450.02200 REPAIR & MAINTENANCE	0.00	3,743.89	7,500.00	4,944.86	34.07%
601.49450.02210 EQUIPMENT PARTS	0.00	0.00	2,000.00	0.00	100.00%
601.49450.02220 POSTAGE	0.00	44.83	2,500.00	675.60	72.98%
601.49450.02221 TIRES	0.00	0.00	1,000.00	0.00	100.00%
601.49450.02222 STREET REPAIRS	0.00	0.00	1,500.00	0.00	100.00%
601.49450.02262 WATER METER & SUPPLIES	0.00	1,816.61	4,000.00	1,816.61	54.58%
601.49450.02280 UNIFORM ALLOWANCE	0.00	0.00	950.00	494.32	47.97%
601.49450.03010 AUDIT & ACCTG SERVICES	0.00	0.00	2,406.00	0.00	100.00%
601.49450.03030 ENGINEERING FEES	0.00	0.00	1,000.00	0.00	100.00%
601.49450.03040 LEGAL FEES	0.00	0.00	300.00	0.00	100.00%
601.49450.03210 TELEPHONE	0.00	0.00	700.00	100.27	85.68%
601.49450.03310 TRAVEL EXPENSE	0.00	50.65	1,000.00	158.75	84.13%
601.49450.03500 PRINTING & PUBLISHING	0.00	0.00	300.00	0.00	100.00%
601.49450.03600 INSURANCE	0.00	0.00	9,100.00	8,104.48	10.94%
601.49450.03810 ELECTRIC UTILITIES	0.00	240.37	3,200.00	796.61	75.11%
601.49450.03840 METRO WASTE CONTROL	0.00	37,834.92	454,020.00	189,174.60	58.33%
601.49450.04000 CONTRACTUAL SERVICE	0.00	2,748.00	11,850.00	2,809.06	76.29%
601.49450.04050 MAINTENANCE AGREEMENTS	0.00	44.19	11,460.00	957.58	91.64%
601.49450.04300 CONFERENCE & SCHOOLS	0.00	234.09	2,450.00	1,395.23	43.05%
601.49450.04330 DUES & SUBSCRIPTIONS	0.00	0.00	300.00	0.00	100.00%
601.49450.04390 MISCELLANEOUS	0.00	0.00	100.00	0.00	100.00%
601.49450.04450 RESERVE CAPACITY CHARGES	0.00	0.00	2,700.00	0.00	100.00%
601.49450.04460 SURCHARGES-SEWER	0.00	0.00	10.00	0.00	100.00%
601.49450.07000 PERMANENT TRANSFERS OUT	0.00	0.00	76,212.00	0.00	100.00%
<b>Total SEWER DEPARTMENT Expenditures</b>	<b>0.00</b>	<b>58,608.59</b>	<b>776,180.00</b>	<b>266,029.05</b>	<b>65.73%</b>
<b>Total PUBLIC UTILITIES OPERATIONS Expenditures</b>	<b>\$ 0.00</b>	<b>\$ 94,883.61</b>	<b>\$ 1,365,974.00</b>	<b>\$ 419,744.86</b>	<b>69.27%</b>
<b>PUBLIC UTILITIES OPERATIONS Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>\$ 185,976.15</b>	<b>\$ 0.00</b>	<b>\$ 170,167.42</b>	<b>0.00%</b>

**CITY OF SPRING LAKE PARK**  
**Statement of Revenue and Expenditures**

*Revised Budget*

*For the Fiscal Period 2015-4 Ending April 30, 2015*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 0.00	\$ 280,859.76	\$ 1,365,974.00	\$ 589,912.28	56.81%
Total Expenditures	\$ 0.00	\$ 94,883.61	\$ 1,365,974.00	\$ 419,744.86	69.27%
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ 185,976.15	\$ 0.00	\$ 170,167.42	0.00%

CITY OF SPRING LAKE PARK  
STATEMENT OF FUND BALANCE  
APRIL 2015

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
101	GENERAL	\$ 617,574.24
102	ELECTIONS	\$ 48,265.36
103	POLICE RESERVES	\$ 1,835.49
104	NORTH CENTRAL SUBURBAN CABLE	\$ 6,304.95
108	POLICE FORFEITURES	\$ 2,853.71
112	ESCROW TRUST	\$ 115,871.71
 <b><u>SPECIAL REVENUE FUNDS</u></b>		
224	SMALL EQUIPMENT REPLACEMENT	\$ 20,488.46
225	PARK ACQUISITION & IMPROVEMENTS	\$ 223,012.12
226	PARK EQUIPMENT & IMPROVEMENTS	\$ 4,962.39
227	HRA EXCESS	\$ 73,462.48
229	SANBURNOL PARK IMPROVEMENTS	\$ 6,513.47
230	RECYCLING	\$ 56,108.13
234	STREET LIGHTING	\$ 29,901.11
235	RIGHT-OF-WAY MAINTENANCE	\$ 15,946.03
237	PARK & RECREATION SPECIAL PROJECTS	\$ 16,938.88
238	GRANTS & SPECIAL PROJECTS	\$ 1,764.75
240	TOWER DAYS	\$ 19,647.24
243	PUBLIC SAFETY RADIO REPLACEMENT	\$ 25,685.17
244	RECREATION PROGRAMS	\$ 365,377.64
248	TRAFFIC EDUCATION	\$ 5,893.96
 <b><u>DEBT SERVICE FUNDS</u></b>		
329	2013A EQUIPMENT CERTIFICATE-DEBT SERVICE	\$ 7,580.29
330	2014A G.O. IMPRV-DEBT SERVICE (2014-15 STR)	\$ 387,539.05
384	2005A FIRE DEPARTMENT-DEBT SERVICE	\$ (1,324.25)
 <b><u>CAPITAL PROJECTS FUNDS</u></b>		
400	REVOLVING CONSTRUCTION	\$ 654,931.86
402	MSA MAINTENANCE	\$ 37,245.61
403	CAPITAL REPLACEMENT	\$ 429,793.68
407	SEALCOATING	\$ 152,436.72
410	LAKESIDE/LIONS PARK IMPROVEMENT	\$ 6,500.57
416	BUILDING MAINTENANCE & RENEWAL	\$ 92,355.29
421	81ST AVE REHAB-MSA	\$ (98,814.33)
425	STORM SEWER REHAB	\$ 57,782.39
427	ABLE ST & TERRACE RD IMPROVEMENTS	\$ (103,621.87)
428	PUBLIC WORKS BUILDING	\$ 2,623.93
429	2013 EQUIPMENT CERTIFICATE	\$ 141,921.56
430	2014-2015 ST IMPRV PRJ	\$ 1,456,799.19
 <b><u>ENTERPRISE FUNDS</u></b>		
600	PUBLIC UTILITY RENEWAL & REPLACEMENT	\$ 2,389,646.34
601	PUBLIC UTILITY OPERATIONS	\$ 1,530,001.07
602	WATER TREATMENT PLANT	\$ 312,672.90
609	MUNICIPAL LIQUOR	\$ 61,541.37
610	ON-SALE NOTE PROCEEDS	\$ 585,741.22
 <b><u>INTERNAL SERVICE FUNDS</u></b>		
700	SEVERANCE	\$ (45,465.32)
 <b>GRAND TOTAL</b>		 <b><u><u>\$ 9,716,294.56</u></u></b>



**LG240B Application to Conduct Excluded Bingo****No Fee****ORGANIZATION INFORMATION**

Organization name Mounds View Community Theatre Previous gambling permit number \_\_\_\_\_

Minnesota tax ID number, if any \_\_\_\_\_ Federal employer ID number (FEIN), if any  
41-1887330

**Type of nonprofit organization.** Check one.

Fraternal  Religious  Veterans  Other nonprofit organization

Mailing address 5613 St Stephen St City Mounds View State MN Zip code 55112 County Ramsey

Name of chief executive officer [CEO] Diane Wuori Daytime phone number (763) 786-1939 E-mail address goseemvct@aol.com

**NONPROFIT STATUS**

Attach a copy of ONE of the following for proof of nonprofit status.

**Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.**

Don't have a copy? This certificate must be obtained each year from:  
Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103  
Phone: 651-296-2803

**IRS income tax exemption [501(c)] letter in your organization's name.**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

**IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]**

If your organization falls under a parent organization, attach copies of **both** of the following:  
a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and  
b. the charter or letter from your parent organization recognizing your organization as a subordinate.

**EXCLUDED BINGO ACTIVITY**

1.  **No**  **Yes** Has your organization held a bingo event in the current calendar year?  
If yes, list the dates when bingo was conducted. \_\_\_\_\_

2. The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates June 7, 2015

**OR**

conducted on up to 12 consecutive days in connection with a:

county fair. Dates \_\_\_\_\_

civic celebration. Dates \_\_\_\_\_

Minnesota state fair. Dates \_\_\_\_\_

3. Person in charge of bingo event Diane Wuori Daytime phone (763) 786-1939

4. Name of premises where bingo will be conducted Lions Lakeside Park - Spring Lake Park

5. Premises street address 79th Avenue and Pleasant View Drive

6. City Spring Lake Park If township, township name \_\_\_\_\_ County Anoka

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to [www.gcb.state.mn.us](http://www.gcb.state.mn.us) and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-539-1900.

**Be sure to complete page 2**

**LG240B Application to Conduct Excluded Bingo**

**CHIEF EXECUTIVE OFFICER'S SIGNATURE**

The information provided in this application is complete and accurate to the best of my knowledge.

Chief executive officer's signature *Diane Wuori* Date 5-5-15

Print name Diane Wuori

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT**

<p><b>CITY APPROVAL for a gambling premises located within city limits</b></p> <p>On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.</p> <p>Print city name _____</p> <p>Signature of city personnel _____</p> <p>Title _____ Date _____</p>	<p><b>COUNTY APPROVAL for a gambling premises located in a township</b></p> <p>On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.</p> <p>Print county name _____</p> <p>Signature of county personnel _____</p> <p>Title _____ Date _____</p>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p><b>Local unit of government must sign</b></p> </div>	<p><b>TOWNSHIP - If required by the approving county.</b></p> <p>On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. [A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.166, Subd 2.]</p> <p>Print township name _____</p> <p>Signature of township officer _____</p> <p>Title _____ Date _____</p>

**MAIL APPLICATION AND ATTACHMENT**

<p>Fax the application and a copy of your proof of nonprofit status to (651) 639-4032 or mail to:                  Gambling Control Board                  1711 West County Road B, Suite 300 South                  Roseville, MN 55113</p>	<p>You will receive a document from the Gambling Control Board with your excluded permit number for the bingo activity. Your organization must keep its bingo records for 3-1/2 years.</p> <p><b>Questions?</b>                  Call the Licensing Section of the Gambling Control Board at 651-539-1900.</p> <p>This form will be made available in alternative format (i.e. large print, Braille) upon request.</p>
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<p><b>Data privacy notice:</b> The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the application. Your organization's name and address will be public information when received by the Board.</p>	<p>All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney</p>	<p>General; Commissioners of Administration, Minnesota Management &amp; Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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**RESOLUTION NO. 15-11**

**A RESOLUTION FOR ABATEMENT/ADDITION OF SPECIAL ASSESSMENTS**

**WHEREAS**, the City of Spring Lake Park has received a prepayment of a special assessment for the Monroe Street project and a prepayment of a special assessment for the County Road 10 Frontage Road project; and

**WHEREAS**, the City discovered an omission in Anoka County's records of special assessment for the Monroe Street project for a property that had been properly noticed for the special assessment; and

**WHEREAS**, Anoka County requires a resolution of the City Council for abatement or addition of special assessments.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council as follows:

1. Abatement of special assessment for 7855 Monroe Street (PID # 02-30-24-44-0056) based on the fact that assessment was paid in full on October 14, 2014.
2. Abatement of special assessment for 1066 County Road 10 (PID #01-30-24-22-0027) based on the fact that assessment was paid in full on December 3, 2014.
3. Addition of special assessment for 8301 Monroe Street (PID # 02-30-24-11-0044) based on the fact that this assessment was inadvertently omitted from the original assessment role sent to the County.

The foregoing Resolution was moved for adoption by Councilmember \_\_\_\_\_ .

Upon Vote being taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 18th day of May, 2015.

APPROVED BY:

---

Cindy Hansen, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator

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

## Contractors License

May 18, 2015

### General Contractor

McGough Construction

Northland Fence

Stan Hanson Homes, Inc.

### Mechanical Contractor

Mag Mechanical, LLC.

Residential Heating & Air

### Plumbing Contractor

Appliance Connections, Inc.

### Tree Contractor

Northeast Tree Inc.



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

Sign Permit

May 18, 2015

E Cig and Supply dba Dick's Vape Shop

7777 Hwy 65 NE

CITY OF SPRING LAKE PARK  
1301 81<sup>ST</sup> AVENUE N E  
SPRING LAKE PARK, MN 55432

**SIGN PERMIT APPLICATION**

DATE: 4-21-15

NAME OF APPLICANT: Eig and Supply DBA Drks Vape Shop

ADDRESS OF APPLICANT: 7777 Hwy 65 Spring Lk Park

TELEPHONE NUMBER OF APPLICANT: 763-486-2219

**NAME OF BUSINESS AND LOCATION** of building structure, or lot to which or upon which the sign is to be attached or erected Same as Above

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, if requested by the Building Inspection Department.

Name of person, firm or corporation erecting the structure: Scott Huber

Address: Same as Above

Is an Electrical Permit required? No

- 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**

FOR OFFICE USE ONLY:\*\*\*\*\*

FEE: \$60.00

RECEIPT NUMBER: \_\_\_\_\_

DATE OF APPROVAL: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

**ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:**

SQUARE FOOTAGE OF FRONT OF BUILDING: 4544 square feet

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 36 ~~702~~ 702

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 36 37.5

**INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.**

**IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A SIGNED 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:**

		30%	1363
		proposed	37.5
		existing	702
			<hr/>
		Remaining	623.5
American Family	22		
Rong Chang	31		
Billards & Darts	32		
Sports Bar & Grill	28		
Bifs	49		
pylon	270 x 2 =		540
			<hr/>
			702

Proposed  
37.5 - \$60.00

37.5A

25" x 216" pan face

**DICKS VAPOR SHOP**



From: [huberscott@gmail.com](mailto:huberscott@gmail.com)  
Subject: FullSizeRender.jpg  
Date: April 29, 2015 at 4:04 PM  
To: [huberscott@gmail.com](mailto:huberscott@gmail.com)

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/Owner

Premier Commercial Properties, LLC

A Real Estate Services

Company

612-708-2873 cell

763-862-2005 office

763-862-1925

fax

-----Original Message-----

From: Marty Fisher

Sent: Monday, April 20,

2015 7:34 PM

To: Sharara Sabry

Subject: Dicks vape shop

Can you send me an  
email signed by lotus realty.... That says:

Dicks vape shop may use the  
existing sign above their space to place a sign that says Dicks vape shop, at  
the tenants expense

The city needs this

Thank you

Sent from my

iPhone

From: **Marty Fisher** [mfisher@premiercommercialproperties.com](mailto:mfisher@premiercommercialproperties.com)  
Subject: FW: Dicks vape shop  
Date: April 22, 2015 at 8:09 AM  
To: [davidsmith1968@yahoo.com](mailto:davidsmith1968@yahoo.com)

---

Confirm your receipt.

Marty Fisher  
Broker /Owner  
Premier Commercial Properties, LLC  
*A Real Estate Services Company*  
612-708-2873 cell  
763-862-2005 office  
763-862-1925 fax

**From:** [sharara752001@aol.com](mailto:sharara752001@aol.com) [<mailto:sharara752001@aol.com>]  
**Sent:** Tuesday, April 21, 2015 8:51 PM  
**To:** Marty Fisher  
**Subject:** Re: Dicks vape shop

Hi Marty

Dick's Vape shop Dicks vape shop may use the existing sign above their space to place a sign that says Dicks vape shop, at the tenants expense.

Lotus Realty Group,  
Sabry Sharara, owner

-----Original Message-----

From: Marty Fisher <[mfisher@premiercommercialproperties.com](mailto:mfisher@premiercommercialproperties.com)>  
To: [sharara752001 <sharara752001@aol.com>](mailto:sharara752001@aol.com)  
Sent: Tue, Apr 21, 2015 4:56 pm  
Subject: FW: Dicks vape shop

Please forward to me as soon as you can.

Thanks.

Marty Fisher  
Broker



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

## Business License

May 18, 2015

### Liquor License Change

Laddie Lake Pub

8466 Highway 65 NE

Removing a corporate officer



**Laddie Lake Pub**  
**8466 Highway 65 NE**  
**Spring Lake Park MN 55432**  
**763-270-0722**

May 8, 2015

Daniel R. Buchholtz, MMC  
City of Spring Lake Park  
1301 Eighty First Avenue NE  
Spring Lake Park MN 55432

Dear Dan:

I am writing to inform you of the change that recently took place within our company.

James A. Nicklow is no longer involved with Laddie Lake Pub in any capacity or an officer of PNN Café, Inc. Please up-date your file to reflect this change.

I am also asking that you inform the Alcohol and Gambling Enforcement Division of this change so his name can be removed from our liquor license.

If you have any questions or concerns regarding my request, please call.

Sincerely,



Constantine Pergakis  
Owner and President  
PNN Café, Inc.

cc: James A. Nicklow







## Police Report

April 2015

Submitted for Council Meeting- May 18, 2015

The Spring Lake Park Police Department responded to four hundred calls for service for the month of April 2015. This is compared to responding to three hundred and sixty-two calls for service in April 2014.

The police department for the month of April 2015 issued on hundred and eight citations, this compared to issuing two hundred and ten citations in April 2014.

The police department continues to promote community education and speed compliance by deploying our speed trailer at different locations throughout our city. For the month of April 2015 the speed trailer had been deployed ten different times at different locations within the city. The police department will remain vigilant and continue to look for ways to assist with educating the public and promoting compliance with all laws. The public is encouraged to contact the Spring Lake Park Police Department with locations that they considered are problem speed areas within our city so that we can obtain maximum utilization of our speed trailer and promote compliance to speed laws.

Investigator Baker reports handling a case load of eighty- nine cases for the month of April 2015. Fifty-five of these cases are felony in nature. Nineteen of these cases are Gross Misdemeanor in nature and fifteen of these cases are Misdemeanor in nature. With the high volume of cases, Investigator Baker continues to work diligently on a daily basis to bring these cases to a conclusion as quickly as possible. For further details see Investigator Baker's attached report.

Officer Fiske our School Resource Officer reports handling eighteen calls for service at our schools for the month of April 2015. Officer Fiske also notes having twenty-one student contacts, three escorts and thirteen follow up investigations to school related incidents. For further details see Officer Fiske's attached report.

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

The month of April 2015 has been a busy month for myself as well, besides handling the day to day operations of the police department, I attended numerous meetings to include but not limited to:

- Meeting of the Location Committee to continue working on the MOU between Anoka County and the JLEC for the PSDS.
- I attended training held at the Anoka County Sheriff's Office regarding "Police and the Press" presented by the MN Chiefs of Police along with Sgt. Long and Sgt. Antoine of our police department.
- I held a meeting with Scott Adkisson of "Diversion Solutions" to continue working on our Traffic Education Program.
- I conducted a Department meeting to address current issues and concerns for the police department.
- I attended a meeting at Central Park Liquor Warehouse with Manager Joyce Swanson regarding video surveillance systems from Marco Security Systems.
- I attended the monthly meeting of the Anoka County Chiefs Association.
- I attended a meeting of the Chief Law Enforcement Officers
- I attended the Executive Training Institute held in St. Cloud along with Sgt. Long and Sgt. Antoine.
- I met with Hill Crest Animal Hospital representatives from Maplewood, MN and negotiated a contract for statutory animal control services for the Spring Lake Park Police Department and City of Spring Lake Park.
- I concluded the month by attending the Anoka County Joint Law Enforcement Council with Mayor Hanson.

This will conclude my report for the month of April 2015.

Are there any questions?



Investigator  
Brad Baker

# Spring Lake Park Police Department Investigations Monthly Report

**April 2015**

## **Total Case Load**

### **Case Load by Level of Offense: 89**

<b>Felony</b>	<b>55</b>
<b>Gross Misdemeanor</b>	<b>19</b>
<b>Misdemeanor</b>	<b>15</b>

### **Case Dispositions:**

<b>County Attorney</b>	<b>4</b>
<b>Juvenile County Attorney</b>	<b>0</b>
<b>City Attorney</b>	<b>1</b>
<b>Forward to Other Agency</b>	<b>0</b>
<b>SLP Liaison</b>	<b>0</b>
<b>Carried Over</b>	<b>59</b>
<b>Unfounded</b>	<b>0</b>
<b>Exceptionally Cleared</b>	<b>6</b>
<b>Closed/Inactive</b>	<b>6</b>

**Notes:**

## Spring Lake Park Police / School Resource Officer Report

April 1, 2015

Incidents by School Location	Reports (ICRs)	Student Contacts*	Escorts/Other	Follow Up Inv.
Spring Lake Park High School	16	21	3	9
Discovery Days (pre-school)				1
Lighthouse School				
Park Terrace Elementary School				
District Office				
Able and Terrace Parks (School Related)				
School Related				
Miscellaneous Locations	2			3
Totals:	18	21	3	13

Breakdown of Reports (ICRs)	
Theft reports (cellphones, iPods, bikes, etc...)	6
Students charged with Assault or Disorderly Conduct	
Students charged with other crimes	1
Non-students Charged	
Warrant Arrests	2
Miscellaneous reports	9

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**MEMORANDUM**

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**TO:** MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** TERRY RANDALL, PUBLIC WORKS DIRECTOR  
**SUBJECT:** REQUEST TO PURCHASE TIRE CHANGER AND WHEEL BALANCER  
**DATE:** MAY 13, 2015

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I am seeking approval to purchase a Tire Changer and Wheel Balancer. These pieces of equipment would be used to change tires on the Public Works vehicles as well as the Police Department squad cars. The average cost to use the equipment is \$10.00 per tire with the Police Department having approximately 50 tire changes a year. With those averages, over a short amount of time, the equipment will pay for itself.

The price quote I received from Tool Warehouse is \$3,898.00. This quote includes delivery/installation and is the price from the state contract. I have attached a copy of the quote to my memo. The funds would come from the small equipment fund.

If you have any questions, please do not hesitate to contact me at 763-784-6491.





Making tools work for you since 1808

9 LINCOLN AVENUE S.E.  
SAINT CLOUD, MN 56304  
(320)253-7150

### Quote

A separate invoice will be mailed to you

Order Number: 0101574	Page 1
Order Date: 5/5/2015	
Salesperson: 0004	
Customer Number: 01-CITY190	
Ship VIA	
<b>P.O. : TERRY</b>	
<b>Terms Due Upon Receipt</b>	

**The store serving you is**  
9 LINCOLN AVENUE S.E.  
SAINT CLOUD, MN 56304-0821  
(320)253-7150-P (320)253-5905-F  
e-mail: sales@toolwarehouseinc.com

**SOLD TO**

CITY OF SPRING LAKE PARK  
1301 81ST AVE. N.E.  
ATTN: ACCOUNTS PAYABLE  
SPRING LAKE PRK, MN 55432

**SHIP TO**

CITY OF SPRING LAKE PARK  
1301 81ST AVE. N.E.  
ATTN: ACCOUNTS PAYABLE  
SPRING LAKE PRK, MN 55432

CUSTOMER PHONE NUMBER  
(812) 784-6491

CUSTOMER FAX NUMBER  
( ) -

Item Number	Description	Ordered	Shipped	Back Order	Price	Amount
TWI-950	RIM CLAMP TIRE CHANGER	1	_____	002 0	2,199.00	2,199.00
TWI-953	WHEEL BALANCER	1	_____	002 1	1,699.00	1,699.00

*ATTN: Terry  
763-792-7257*

*Thanks  
Bill*

Work Order      Model #      Serv. Tech      Serial Number      Tool Brand      Status

\$10.00 MINIMUM BILLING. 20% RESTOCKING FEE ON RETURNS / PRIOR CONSENT NEEDED. LIABLE FOR ALL LEGAL AND COLLECTION FEES.  
A SERVICE CHARGE OF 1 1/2% PER MONTH (18% APR) WILL BE CHARGED ON ALL PAST DUE ACCOUNTS.  
ALL GOODS REMAIN THE PROPERTY OF TOOL WAREHOUSE INC. UNTIL THE SPECIFIED PURCHASE PRICE IS PAID IN FULL

CUSTOMER'S SIGNATURE	PULLED BY	DATE SHIPPED	TOTAL WEIGHT	BOXES	FRT CHARGES

Continued





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**MEMORANDUM**

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**TO:** MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** TERRY RANDALL, PUBLIC WORKS DIRECTOR  
**SUBJECT:** AUTHORIZE CONDITIONAL HIRE FOR PUBLIC WORKS MAINTENANCE WORKER  
**DATE:** MAY 13, 2015

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The City Council gave prior approval at its April 6, 2015 meeting to advertise and interview candidates for the Public Works Maintenance Worker that was vacated by Steve Coyle's retirement. The City received 39 applications, which were scored. The top seven ranking candidates were invited for an interview on May 12, 2015. The interview panel consisted of Administrator Buchholtz, Lead Maintenance Worker Brett Deboer and myself.

Although all the interviewees were well qualified for the position, the panel felt one candidate rose to the top. The candidate that best fits this position is Brad Hosna. Mr. Hosna has 12 years experience in the maintenance area and has eight years of concrete work experience.

Staff recommends that the City Council authorize staff to make a conditional job offer to Mr. Hosna contingent upon successful background and drivers license checks and the passing of a drug test. The starting salary for the position is at 90% of the maintenance worker salary rate, per the union contract.

If you have any questions, please do not hesitate to contact me at 763-784-6491.





## Memorandum

To: Mayor and Council

From: Chief Ebeltoft

Re: Police Receptionist

Date: May 18, 2015

The Police Receptionist (Part-Time) position testing process has been completed, with fifteen applicants submitting applications and four of these applicants qualifying for an interview and typing test. Scores from the interview, typing test, veteran's preference and experience points were combined to achieve the final ranking. It is my recommendation that the top scoring applicant be appointed to the position of Police Receptionist (Part-Time).

The highest scoring applicant was/is: "Karla Keys".

I am seeking authorization of the Mayor and City Council to confirm my recommendation of the highest scoring applicant, to the position of "Police Receptionist (Part-Time), effective June 1, 2015, at Step 4 of the current pay scale for the Police Receptionist (Part-Time) position, pending completion of a Criminal Background check.



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**MEMORANDUM**

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**TO:** MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR  
**SUBJECT:** LIQUOR STORE SIGNAGE/REBRANDING  
**DATE:** MAY 12, 2015

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At the April 27, 2015 Liquor Commission meeting, the Commission heard a proposal from Liquor Store Manager Swanson to rebrand the store and purchase new signage to correspond with the painting of the building the City Council approved last Fall. The existing signage is fourteen years old. The logo is dated and the existing reader board is no longer supported by Daktronics. In addition, the new signage is expected to draw in new customers to the store, thereby boosting sales and net profits for the store.

The new signage includes three new channel letter signs to be installed on the building, an LED boarder tube along the roofline of the building, and a new cabinet sign and dynamic LED display. A rendering of the proposed signage is included with this memorandum.

The Liquor Commission reviewed two quotes for new signage at Central Park Liquors. The quotes are shown below:

Designer Sign Systems, Blaine	\$96,132.78
Scenic Sign Corp, St. Cloud	\$84,775.00

The Liquor Commission recommended approval of the quote from Scenic Sign Corp of St. Cloud in the amount of \$84,775.00.

The City Council reviewed the proposed rebranding/signage recommendation at its workshop session on May 11, 2015. The consensus of the City Council was to request staff bring forward the quote to the City Council meeting on May 18, 2015 for formal approval by the City Council.

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

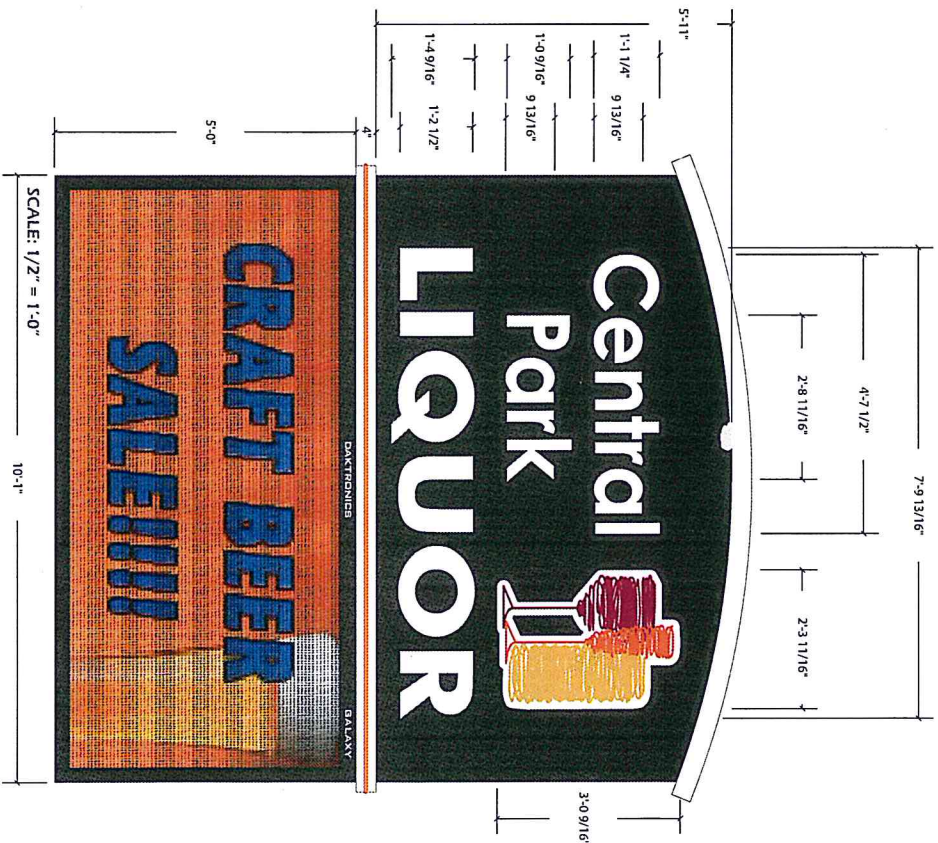






BEFORE - NOT TO SCALE

AFTER - NOT TO SCALE



NOTES: FABRICATE AND INSTALL SIGNS AS SHOWN ABOVE.  
 \*LOGO\* PUSH THROUGH ACRYLIC. NAME AND LIQUOR CHANNEL LETTERS.

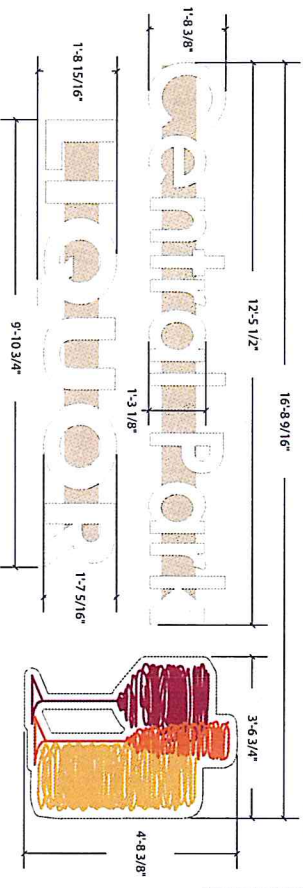
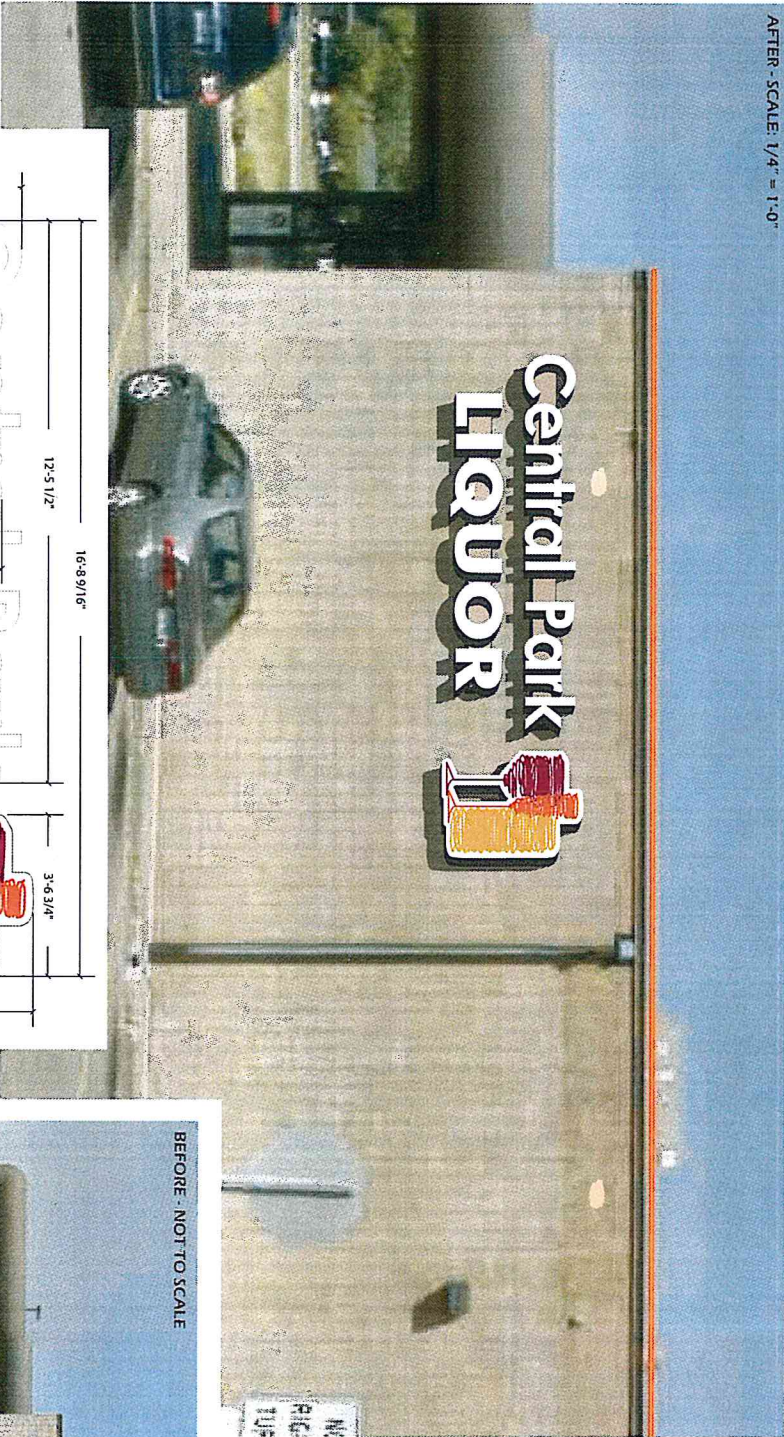
THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GENIE SIGN CORP. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN. ANY REUSE OR MODIFICATION OF THIS INFORMATION WITHOUT THE WRITTEN PERMISSION OF GENIE SIGN CORP. IS STRICTLY PROHIBITED. GENIE SIGN CORP. IS NOT RESPONSIBLE FOR ANY DAMAGE TO PROPERTY OR PERSONS ARISING FROM THE USE OF THIS INFORMATION.

SALESWOMAN: DARYL KIRI DATE: 2/26/15  
 LOCATION: SPRING LAKE PARK, MN  
 SCALE: SEE ABOVE SQ FT

WO#:



AFTER - SCALE: 1/4" = 1'-0"



BEFORE - NOT TO SCALE



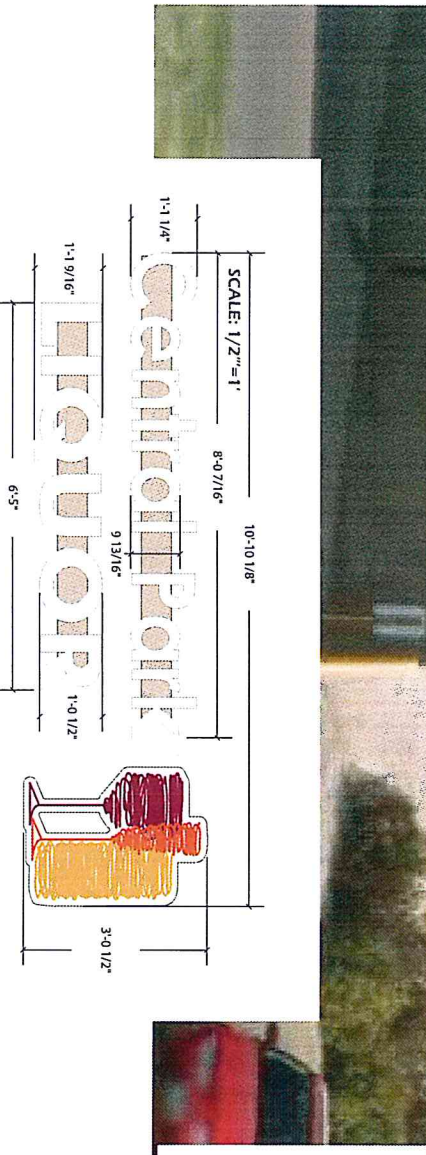
NOTES: FABRICATE AND INSTALL NEW CHANNEL LETTERS.  
SIZE TO BE VERIFIED

SALESMAN: DARYL KIERT DATE: 2/26/15  
LOCATION: SPRING LAKE PARK, MN  
SCALE: ABOVE SQ FT:

The information contained herein is for informational purposes only. It is not intended to constitute an offer of any financial product or service. The information is not intended to be used as a basis for any investment decision. The information is not intended to be used as a basis for any investment decision. The information is not intended to be used as a basis for any investment decision.



AFTER - SCALE: 1/4" = 1'-0"



BEFORE - NOT TO SCALE



NOTES: FABRICATE AND INSTALL NEW SET(S) OF CHANNEL LETTERS. SIZE TO BE VERIFIED

SALESMAN: DARYL KIRT DATE: 2/26/15  
 LOCATION: SPRING LAKE PARK, MN  
 SCALE: ABOVE SQ FT:

This document is a technical drawing and is not intended to be used as a construction document. It is the responsibility of the client to verify all dimensions and specifications. The client is responsible for obtaining all necessary permits and approvals. The client is responsible for ensuring that the sign is installed in accordance with all applicable codes and regulations. The client is responsible for ensuring that the sign is properly maintained and repaired as needed.



All at the same time.



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

Proposal #: 15015

Proposal Date: 03/24/15  
Customer #: CRM005397  
Page: 1 of 4

SOLD TO:	JOB LOCATION:
CENTRAL PARK LIQUORS 8101 65TH AVE NE SPRING LAKE PARK MN 55432	CENTRAL PARK LIQUORS 8101 65TH AVE NE SPRING LAKE PARK MN 55432  REQUESTED BY: JOYCE

SCENIC SIGN CORPORATION (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	QUOTE #8060 STEEL FRAMED CABINET SIGN WITH ALUMINUM FACES AND PUSH THROUGH ACRYLIC LETTERS AND LOGO, PAINTED ALUMINUM EXTERIOR, LED LIGHTING AND DAKTRONICS MODEL AF-3550-64X144-20-RGB-2V, DOUBLE SIDED FULL COLOR 20MM LED DISPLAY WITH WIRELESS ETHERNET CONTROL, TEMPERATURE SENSOR, VENUS 1500 SOFTWARE INSTALLATION AND TRAINING INCLUDED.	\$50,195.00	\$50,195.00
1	QUOTE #8063 CHANNEL LETTERS, RACEWAY MOUNTED, US L.E.D.S, 1" TRIM, ACRYLIC FACES. LARGER SET	\$6,995.00	\$6,995.00
2	QUOTE #8064 CHANNEL LETTERS, RACEWAY MOUNTED, US L.E.D.S, 1" TRIM, ACRYLIC FACES. SMALLER SETS	\$6,395.00	\$12,790.00
1	QUOTE #8846 INSTALL SLOAN LEDSTRIPE LED BOARDER TUBE. 3 SIDES OF BUILDING, APPX. 300 FT. PLUS ANOTHER 25 FOR THE PYLON	\$14,795.00	\$14,795.00
		<b>SUB TOTAL:</b>	<b>\$84,775.00</b>
		<b>ESTIMATED SALES TAXES:</b>	<b>\$0.00</b>

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

**TOTAL PROPOSAL AMOUNT: \$84,775.00**

**TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION**  
(INTEREST OF 1.5% PER MONTH WILL BE ADDED TO PAST DUE ACCOUNTS)

**THIS PRICE DOES NOT INCLUDE PRIMARY ELECTRICAL SUPPLY AND CONNECTION. PERMIT AND ENGINEERING FEES AS REQUIRED BY GOVERNMENT WILL BE ADDED AT ACTUAL COST PLUS PROCUREMENT FEE. STATE SALES TAX IS INCLUDED UNLESS SPECIFICALLY STATED OTHERWISE.**

COMPANY INITIALS \_\_\_\_\_ *Done in 2 days* CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 15015

Proposal Date: 03/24/15  
Customer #: CRM005397  
Page: 2 of 4

**A FEE FOR DISPOSAL OF HAZARDOUS WASTE CONTAINED IN SIGNS AND MATERIALS REMOVED FROM CUSTOMER'S PROPERTY WILL BE ADDED TO THE FINAL INVOICE.**

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

### TERMS AND CONDITIONS

1. This proposal is made for specially constructed equipment and when accepted is not subject to cancellation. Company shall not be responsible for errors in plans, designs, specifications or drawings furnished by PURCHASER or for defects caused thereby.
2. A. The company agrees to secure all necessary governmental permits. The purchaser agrees to secure all necessary permits from the building owner and/or others whose permission is required for the installation of this display and he assumes all liability with regard to same and all liability, public and otherwise, for damages caused by the display or by reason of it being on or attached to the premises. Purchaser agrees to secure all necessary permission for use of all registered trademarks or copyrights used on the display.
2. B. All necessary electrical wiring, outlets and connections to the display from the building meter and/or fuse panel will be properly fused and installed, at the expense of the Purchaser.
2. C. INSTALLATION PRICES QUOTED ARE SUBJECT TO REVISION WHERE EXCESS ROCK OR OTHER UNFORESEEABLE FOUNDATION CONDITIONS ARE ENCOUNTERED; ADDITIONAL CHARGES WILL BE INCURRED IF THESE CONDITIONS EXIST.
2. D. ALL PRIVATE UNDERGROUND UTILITIES IN THE AREA OF EXCAVATION ARE TO BE MARKED BY THE CUSTOMER, AT THEIR EXPENSE, PRIOR TO EXCAVATION. SCENIC SIGN CORPORATION SHALL NOT BE HELD RESPONSIBLE FOR DAMAGES RELATED TO THE STRIKING OF ANY UNMARKED PRIVATE UTILITIES, OR DAMAGES TO ANY PERSON, BUSINESS OR PROPERTY AS A RESULT OF THIS EXCAVATION, INCLUDING BUT NOT LIMITED TO ELECTRICAL, IRRIGATION, GAS, SURVEILLANCE OR ANY OTHER UNDERGROUND UTILITY.
3. Company warrants the display against defective workmanship in construction and assembly for one (1) year from date of shipment or installation, if installation is made by Company. Additionally, Company will replace defective components manufactured by others for one (1) year from date of shipment or installation by Company, unless specifically stated otherwise, for normal labor and travel charges only. Any part found by Company to be defective due to faulty workmanship or materials, if returned prepaid, within the warranty period, will be repaired or replaced f.o.b. point of production. Company shall not be liable for any damages or losses other than the replacement of such defective work or material. Whenever there is any circumstance on which a claim might be based, Company must be informed immediately or the provisions of this warranty are voided.
4. Any items not shipped or installed on or before 60 days from contract date will be invoiced in full at the designated unit price, and PURCHASER hereby agrees to pay said invoice per above items. It is agreed that storage charges shall accrue at the rate of one percent (1%) per month of the price of the display commencing at the end of said 60-day period. Company, at its option, may invoice each item called for in the proposal separately upon completion, or, if for reasons beyond its control completion is delayed, it may invoice for that portion of the work completed during any given month. Under no condition, will any item be held beyond 60 days after completion. In the event that size and weight of any item prohibits storage by Company on its own property, Purchaser must make arrangements for shipments immediately upon completion.
5. Payment for items purchased under the terms of the contract will be made on receipt of invoices submitted. In the event payment is not

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



BOX 881 ST. CLOUD MN 56302 (320) 252-9400

# PROPOSAL

## Proposal #: 15015

Proposal Date: 03/24/15  
Customer #: CRM005397  
Page: 3 of 4

made as agreed, PURCHASER agrees to pay a service charge on past due amounts from the times they are due, thirty (30) days from invoice date, at the rate of one and one half percent (1½%) per month. In the event this contract is placed for collection or if collected by suit or through any Court, reasonable attorneys' fees shall be added.

6. All applicable taxes payable under the laws of the State of Minnesota are included in the price quoted. Taxes due in other states may be additional as noted in the specifications section of this document.

7. Company will not be responsible for delays in shipments caused by delays created by supplies or transportation services or by labor disputes or due to any other circumstances beyond its control.

8. Title to all unincorporated materials and property covered by this contract shall remain in and be the property of the Company until the purchase price is paid in full. The Company reserves the right to enter any job site and reclaim all materials or property used or intended to be used in this construction of said equipment in the event of default by Purchaser, including, but not limited to, payment of any amounts due and payable in accordance with terms of this contract. The Company retains a security interest in the materials and equipment whether or not incorporated into a project or realty until the Company has been paid in full, notwithstanding the manner in which the personal property has been annexed or attached to the realty. The Purchaser agrees to execute appropriate Commercial Code forms to provide to the Company a Perfected security interest.

9. It is agreed that this contract shall be construed according to the laws of the State of Minnesota.

10. When this contract is signed by a duly authorized person of each party, all provisions contained herein become integral parts of this contract, and there is no other agreement or understanding of any nature concerning same unless such agreement or understanding, if any, is specifically incorporated here by reference.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: \_\_\_\_\_

DATE: \_\_\_\_\_

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY INITIALS \_\_\_\_\_

CUSTOMER INITIALS \_\_\_\_\_



Designer Sign Systems  
 9975 Flanders Court NE  
 Blaine, MN 55449

Telephone 763-784-5858 Fax: 763-784-2300

# QUOTE

Quote Number:  
00183413

Quote Date  
Apr 13, 2015

Good Thru  
May 13, 2015

**Quote To:**

CENTRAL PARK LIQUOR  
 8101 HWY 65  
 SPRING LAKE PARK, MN 55432  
 USA

**Ship To:**

CENTRAL PARK LIQUOR  
 8101 HWY 65  
 SPRING LAKE PARK, MN 55432  
 USA

Page:  
1

PO#

Customer ID	Ship Via	Payment Terms	Sales Rep	
CENTRAL PARK LIQUOR	Install	50%DEPOSIT, BALANCE UPON	BJORN BOWMAN	
Quantity	Item	Description	Unit Price	Extension
1	1:MONUMENT	NEW EXTERIOR BUILDING AND PYLON SIGNS NEW CUSTOM FABRICATED PYLON CABINET WITH ILLUMINATED CHANNEL LETTERS FOR NAME/LOGO ON BOTH SIDES. INCLUDES L.E.D. BOTTOM BORDER PRICED BASED ON CUSTOMER SUPPLIED RENDERINGS	18,526.90	18,526.90
1	1:COMPLEX SURVEY	COMPLEX SURVEY OF EXISTING PYLON	250.00	250.00
1	1:COMPLEX SURVEY	STRUCTURAL ENGINEER REVIEW AND SIGNED SHOP DRAWINGS OF NEW CABINET	328.60	328.60
1	1:MONUMENT	NEW GALAXY 20MM DAKTRONICS RGB LED MATRIX DISPLAY. 4'10"HEIGHT X 9'11"WIDTH X 8" DEPTH. COMMUNICATIONS METHOD: WIRELESS ETHERNET BRIDGE RADIO SET. INCLUDES 1 SERVER (SENDING) AND 1 CLIENT (RECEIVING). SOFTWARE COMPATIBLE WITH WINDOWS XP, WINDOWS VISTA, WINDOWS 7 OR WINDOWS 8. FIVE (5) YEAR PRODUCT ASSURANCE, INCLUDES PHONE TECHNICAL SUPPORT, PARTS ORDERING, ONSITE LABOR AND PREVENTATIVE MAINTENANCE. ADVANCED ONSITE SUPPORT OF EQUIPMENT INSTALLATION. ADDS 90 DAYS ONSITE LABOR SERVICE TO THE PRODUCT ASSURANCE AND INCLUDES ONE WEB SEMINAR FOR PRODUCT USER **ALTERNATE EMC**PHOENIX 20MM VANATAGE RGB DISPLAY TO REPLICATE DAKTRONICS EMC. 7 YEAR PRODUCT WARRANTY AND 1 YEAR ONSITE SUPPORT. **ALTERNATE PRICE \$31,322.50**SAVINGS OF \$3,181.50**	34,504.00	34,504.00
Rush charges may apply to any orders with a production time of less than 10 business days. Additional charges may also apply if ready art is not provided when required.			<b>Subtotal</b>	Continued
			<b>Sales Tax</b>	Continued
			<b>Total</b>	Continued





# QUOTE

Designer Sign Systems  
 9975 Flanders Court NE  
 Blaine, MN 55449

**Quote Number:**  
00183413

Telephone 763-784-5858 Fax: 763-784-2300

**Quote Date**  
Apr 13, 2015

**Good Thru**  
May 13, 2015

**Quote To:**

CENTRAL PARK LIQUOR  
 8101 HWY 65  
 SPRING LAKE PARK, MN 55432  
 USA

**Ship To:**

CENTRAL PARK LIQUOR  
 8101 HWY 65  
 SPRING LAKE PARK, MN 55432  
 USA

**Page:**  
2

PO#

Customer ID		Ship Via	Payment Terms	Sales Rep	
CENTRAL PARK LIQUOR		Install	50%DEPOSIT, BALANCE UPON	BJORN BOWMAN	
Quantity	Item	Description		Unit Price	Extension
1	1:LETTERS - LIGHTE	20" HIGH ILLUMINATED CHANNEL LETTERS W/54"HIGH ILLUMINATED LOGO MOUNTED TO RACEWAY PER CUSTOMER SUPPLIED RENDERINGS.		5,175.00	5,175.00
2	1:LETTERS - LIGHTE	13" HIGH ILLUMINATED CHANNEL LETTERS W/36"HIGH ILLUMINATED LOGO MOUNTED TO RACEWAY PER CUSTOMER SUPPLIED RENDERINGS.		4,408.00	8,816.00
1	1:UNIQUE/CUSTOM	ORANGE L.E.D. BORDER TUBE FOR 3 SIDES OF BUILDING @ APPROXIMATELY 100' PER WALL		8,968.00	8,968.00
1	1:EXTERIOR INSTALL	REMOVAL OF EXISTING PYLON CABINET, INSTALLATON OF NEW PYLON CABINET, PAINT POLE COVERS. REMOVE EXISTING 3 SETS BUILDING LETTERS AND INSTALL 3 NEW SETS. REMOVE EXISTING NEON BUILDING BORDER TUBE AND INSTALL NEW ON 3 SIDES OF BUILDING AT APPROXIMATELY 100' PER WALL.		13,500.00	13,500.00
1	1:PERMIT ACQUISITI	PERMIT ACQUISITION FEE		150.00	150.00
1	1:CITY PERMIT	Estimated Permit Fees - Costs will be billed at Actual ***NOTE*** ALL PRIMARY ELECTRICAL CONNECTIONS TO BE COMPLETED BY LICENSED ELECTRICIAN. DESIGNER SIGN SYSTEMS IS NOT RESPONSIBLE FOR ANY OF THE FINAL ELECTRICAL CONNECTIONS.		500.00	500.00
				<b>Subtotal</b>	\$ 90,718.50
				<b>Sales Tax</b>	5,414.28
				<b>Total</b>	\$ 96,132.78

Rush charges may apply to any orders with a production time of less than 10 business days. Additional charges may also apply if ready art is not provided when required.

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**MEMORANDUM**

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**TO:** MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL  
**FROM:** DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR  
**SUBJECT:** LIQUOR STORE SIGNAGE CAPITAL LEASE  
**DATE:** MAY 13, 2015

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At the May 11, 2015 workshop session, the City Council came to consensus to move forward with the purchase of new signage for Central Park Liquor as part of its rebranding effort. Staff recommends spreading out the cost of the new signage over a period of years through the use of a tax-exempt capital lease. This financing option allows the City to take advantage of the anticipated increase in sales generated by the store's rebranding effort and thereby reduce the impact of the purchase on the store's cash reserves.

The City is working with US Bancorp on the financing of the tax-exempt capital lease. The interest rate on the tax-exempt capital lease is 2.25%. US Bancorp will purchase the signage on the liquor store's behalf. The liquor store will make 24 quarterly payments of \$3,796.04. At the end of the lease, the liquor store will purchase the signage for \$1. The tax-exempt capital lease is an obligation of the City's municipal liquor fund and will be paid with revenues generated from the City's municipal liquor store operation. The lease is not a general obligation of the City.

The City's bond counsel, Andy Pratt of Eckberg Lammers, is in the process of reviewing the tax-exempt capital lease documents on behalf of the City. To expedite the acquisition of the signage and to take advantage of the low interest rate, staff recommends the City Council approve entering into a tax-exempt capital lease and escrow agreement with US Bancorp, contingent upon approval of the lease and escrow documents by the City's bond counsel.

A copy of the tax exempt lease proposal and associated documents are included with the packet for your review.

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

**Government Leasing and Finance**

April 28, 2015

**City of Spring Lake Park, MN**

At your request, U.S. Bancorp Government Leasing and Finance, Inc. ("USBGLF") has prepared for your consideration the following proposal for financing ("Proposal"). **This is only a proposal and does not represent a commitment by U.S. Bancorp Government Leasing and Finance, Inc.**

<b>Customer:</b>	<b>City of Spring Lake Park</b>						
<b>Lessor:</b>	<b>U.S. Bancorp Government Leasing and Finance, Inc.</b>						
<b>PROPERTY:</b>	<b>Scenic Sign Corp</b>						
<b>EXPIRATION:</b>	<b>May 28, 2015</b>						
<b>LEASE QUOTE:</b>	<b>Amount</b>	<b>Rate</b>	<b>Payments</b>	<b>Factor</b>	<b>Pmts / Year</b>	<b>Term</b>	<b>Adv. / Arr.</b>
	85,000.00	2.100%	4,488.17	0.0528019	4	60 Months	Arrears
	85,000.00	2.250%	3,796.04	0.0446593	4	72 Months	Arrears

Notes: Funds will be paid to the vendor or deposited into a no fee U.S. Bank N.A. escrow account at closing. We expect to use standard documentation and no external counsel. Prepayment is permitted on any payment date at 103% of outstanding balance.

The Lease will be structured as a Master Tax-Exempt Lease Purchase Agreement, with title in the Lessee's name and USBGLF holding a security interest in the equipment during the term. The lease is "triple-net" with the Lessee responsible for taxes, maintenance and insurance. Documentation will be provided by USBGLF, including (i) standard representations, warranties and covenants by the Lessee pertaining to the accuracy of information, organization, authority, essential use, compliance with laws, pending legal action, location and use of collateral, insurance, financial reporting and financial covenants; and (ii) standard USBGLF provisions pertaining to events of default and remedies available upon default. This offer is subject to the execution of all documentation by the Lessee within a reasonable time and in form and substance acceptable to Lessee, USBGLF and USBGLF's counsel, including terms and conditions not outlined in this Proposal.

This Proposal is conditioned on there being no material adverse change in the financial condition of the Lessee. Additionally, the terms and conditions outlined herein are subject to final review and approval (including collateral and essential use review) by USBGLF's business, legal, credit, and equipment risk management personnel. If you would like to proceed, please complete the Essential Use Application and return along with a link to your 3 most recent Comprehensive Annual Financial Reports.

Thank you for the opportunity to present this proposal. Other financing options are available on request.

Sincerely,



Denise Beauchamp  
 Vice President  
 Direct (904) 284-3520  
 denise.beauchamp@usbank.com



## Payment Table

Assumes Funding/Closing Date 5/15/15

### 5 years quarterly payments in arrears

	<b>Totals</b>	89,763.31	85,000.00	4,763.31	0.00
<u>Pay #</u>	<u>Date</u>	<u>Payment</u>	<u>Principal</u>	<u>Interest</u>	<u>Prepayment Balance</u>
1	15-Aug-2015	4,488.17	4,041.92	446.25	83,386.83
2	15-Nov-2015	4,488.17	4,063.14	425.03	79,201.80
3	15-Feb-2016	4,488.17	4,084.47	403.70	74,994.80
4	15-May-2016	4,488.17	4,105.91	382.26	70,765.71
5	15-Aug-2016	4,488.17	4,127.47	360.70	66,514.42
6	15-Nov-2016	4,488.17	4,149.14	339.03	62,240.81
7	15-Feb-2017	4,488.17	4,170.92	317.25	57,944.76
8	15-May-2017	4,488.17	4,192.82	295.35	53,626.16
9	15-Aug-2017	4,488.17	4,214.83	273.34	49,284.89
10	15-Nov-2017	4,488.17	4,236.96	251.21	44,920.83
11	15-Feb-2018	4,488.17	4,259.20	228.97	40,533.85
12	15-May-2018	4,488.17	4,281.56	206.60	36,123.84
13	15-Aug-2018	4,488.17	4,304.04	184.13	31,690.68
14	15-Nov-2018	4,488.17	4,326.64	161.53	27,234.25
15	15-Feb-2019	4,488.17	4,349.35	138.82	22,754.42
16	15-May-2019	4,488.17	4,372.18	115.98	18,251.07
17	15-Aug-2019	4,488.17	4,395.14	93.03	13,724.08
18	15-Nov-2019	4,488.17	4,418.21	69.95	9,173.32
19	15-Feb-2020	4,488.17	4,441.41	46.76	4,598.67
20	15-May-2020	4,488.17	4,464.73	23.44	0.00

## Government Leasing and Finance

**6 years quarterly payments in arrears**

	<b>Totals</b>	91,105.03	85,000.00	6,105.03	0.00
<b>Pay #</b>	<b>Date</b>	<b>Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Prepayment Balance</b>
1	15-Aug-2015	3,796.04	3,317.92	478.13	84,132.54
2	15-Nov-2015	3,796.04	3,336.58	459.46	80,695.87
3	15-Feb-2016	3,796.04	3,355.35	440.69	77,239.86
4	15-May-2016	3,796.04	3,374.22	421.82	73,764.41
5	15-Aug-2016	3,796.04	3,393.20	402.84	70,269.41
6	15-Nov-2016	3,796.04	3,412.29	383.75	66,754.75
7	15-Feb-2017	3,796.04	3,431.48	364.56	63,220.32
8	15-May-2017	3,796.04	3,450.79	345.26	59,666.01
9	15-Aug-2017	3,796.04	3,470.20	325.85	56,091.71
10	15-Nov-2017	3,796.04	3,489.72	306.33	52,497.30
11	15-Feb-2018	3,796.04	3,509.35	286.70	48,882.67
12	15-May-2018	3,796.04	3,529.09	266.96	45,247.71
13	15-Aug-2018	3,796.04	3,548.94	247.11	41,592.30
14	15-Nov-2018	3,796.04	3,568.90	227.14	37,916.34
15	15-Feb-2019	3,796.04	3,588.98	207.07	34,219.69
16	15-May-2019	3,796.04	3,609.16	186.88	30,502.25
17	15-Aug-2019	3,796.04	3,629.47	166.58	26,763.90
18	15-Nov-2019	3,796.04	3,649.88	146.16	23,004.53
19	15-Feb-2020	3,796.04	3,670.41	125.63	19,224.00
20	15-May-2020	3,796.04	3,691.06	104.99	15,422.21
21	15-Aug-2020	3,796.04	3,711.82	84.22	11,599.04
22	15-Nov-2020	3,796.04	3,732.70	63.34	7,754.36
23	15-Feb-2021	3,796.04	3,753.70	42.35	3,888.05
24	15-May-2021	3,796.04	3,774.81	21.23	0.00

# Master Tax-Exempt Lease/Purchase Agreement

Between: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

And: City of Spring Lake Park (the "Lessee")  
1301 81st Avenue NE  
Spring Lake Park, Minnesota 55432  
Attention: Daniel Buchholtz, Clerk/Treasurer  
Telephone: 763-784-6491

Dated: May 26, 2015

## ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

## ARTICLE II

**2.01 Property Schedules Separate Financings.** Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

## ARTICLE III

**3.01 Covenants of Lessee.** As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

#### **ARTICLE IV**

**4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

**4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

**4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

#### **ARTICLE V**

**5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

**5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

#### **ARTICLE VI**

**6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

**6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

**6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.

**6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

**6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

**6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver

possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

**6.07 Defeasance of Lease Payments.** Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

## ARTICLE VII

**7.01 Title to the Property.** Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

**7.02 Personal Property.** The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

**7.03 Security Interest.** To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

## ARTICLE VIII

**8.01 Maintenance of Property by Lessee.** Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

**8.02 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

**8.03 Insurance.** At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

**8.04 Advances.** In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE IX

**9.01 Damage or Destruction.** If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

**9.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

## ARTICLE X

**10.01 Disclaimer of Warranties.** LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

**10.02 Vendor's Warranties.** Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

**10.03 Use of the Property.** Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

**10.04 Modifications.** Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

## ARTICLE XI

**11.01 Option to Purchase.** Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

**11.02 Option to Prepay.** Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule.

## ARTICLE XII

**12.01 Assignment by Lessor.** Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

**12.02 Property Schedules Separate Financings.** Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

**12.03 Assignment and Subleasing by Lessee.** NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

**12.04 Release and Indemnification Covenants.** To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

## ARTICLE XIII

**13.01 Events of Default Defined.** Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an

answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

**13.02 Remedies on Default.** Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

**13.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

**13.04 Costs and Attorney Fees.** Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

#### ARTICLE XIV

**14.01 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses as specified on the first page of this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

**14.02 Arbitrage Certificates.** Unless a separate Arbitrage Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, and cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in herein are accurate and the expectations of Lessee set forth herein are reasonable.

**14.03 Further Assurances.** Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

**14.04 Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**14.05 Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**14.06 Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

**14.07 Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

**14.08 Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**14.09 Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

**14.10 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

Attest:
By:
Name:
Title:



**ADDENDUM (MINNESOTA)**  
**Master Tax-Exempt Lease/Purchase Agreement**

THIS ADDENDUM, which is entered into as of May 26, 2015 between U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor") and City of Spring Lake Park ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee of even date herewith (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

Notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to each Property Schedule shall remain in Lessor during the Lease Term for each such Property Schedule, subject to Lessee's rights under the Master Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

# Property Schedule No. 1

## Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of May 26, 2015, between U.S. Bancorp Government Leasing and Finance, Inc., and City of Spring Lake Park.

- Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- Commencement Date. The Commencement Date for this Property Schedule is May 26, 2015.
- Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
- Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
- Proceeds. Exhibit 4 has been intentionally omitted.
- Acceptance Certificate. Exhibit 5 has been intentionally omitted.
- Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- Bank Qualification and Arbitrage Rebate. Attached as Exhibit 6.
- Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by June 09, 2015.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

Attest:
By
Name:
Title:

**EXHIBIT 1**

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Spring Lake Park.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code

USE: Channel (Wall) Signs - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$85,000.00

Payment No.	Due Date	Lease Payment	Principal Portion	Interest Portion	Termination Amount (After Making Payment for said Due Date)
1	26-Aug-15	3,796.04	3,317.92	478.12	84,132.54
2	26-Nov-15	3,796.04	3,336.58	459.46	80,695.87
3	26-Feb-16	3,796.04	3,355.35	440.69	77,239.86
4	26-May-16	3,796.04	3,374.22	421.82	73,764.41
5	26-Aug-16	3,796.04	3,393.20	402.84	70,269.41
6	26-Nov-16	3,796.04	3,412.29	383.75	66,754.75
7	26-Feb-17	3,796.04	3,431.48	364.56	63,220.32
8	26-May-17	3,796.04	3,450.79	345.25	59,666.01
9	26-Aug-17	3,796.04	3,470.20	325.84	56,091.71
10	26-Nov-17	3,796.04	3,489.72	306.32	52,497.30
11	26-Feb-18	3,796.04	3,509.35	286.69	48,882.67
12	26-May-18	3,796.04	3,529.09	266.95	45,247.71
13	26-Aug-18	3,796.04	3,548.94	247.1	41,592.30
14	26-Nov-18	3,796.04	3,568.90	227.14	37,916.34
15	26-Feb-19	3,796.04	3,588.98	207.06	34,219.69
16	26-May-19	3,796.04	3,609.16	186.88	30,502.25
17	26-Aug-19	3,796.04	3,629.47	166.57	26,763.90
18	26-Nov-19	3,796.04	3,649.88	146.16	23,004.53
19	26-Feb-20	3,796.04	3,670.41	125.63	19,224.00
20	26-May-20	3,796.04	3,691.06	104.98	15,422.21
21	26-Aug-20	3,796.04	3,711.82	84.22	11,599.04
22	26-Nov-20	3,796.04	3,732.70	63.34	7,754.36

23	26-Feb-21	3,796.04	3,753.70	42.34	3,888.05
24	26-May-21	3,796.04	3,774.79	21.25	0
<b>TOTALS</b>		<b>91,104.96</b>	<b>85,000.00</b>	<b>6,104.96</b>	

Interest Rate: 2.250%

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

## EXHIBIT A

### Property Description

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Equipment as described in Scenic Sign Corp. Proposal #15015, dated March 24, 2015, incorporated herein by this reference.

## EXHIBIT 2

### Lessee's Counsel's Opinion

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[To be provided on letterhead of Lessee's counsel.]

May 26, 2015

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, Minnesota 55432  
Attention: Daniel Buchholtz, Clerk/Treasurer

RE: Property Schedule No. 1 to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Spring Lake Park.

Ladies and Gentlemen:

We have acted as special counsel to City of Spring Lake Park ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of May 26, 2015 (the "Master Agreement"), between City of Spring Lake Park, as lessee, and U.S. Bancorp Government Leasing and Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.

3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT 3**

**Lessee's Certificate**

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Spring Lake Park.

The undersigned, being the duly elected, qualified and acting \_\_\_\_\_ of the City of Spring Lake Park ("Lessee") do hereby certify, as of May 26, 2015, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held \_\_\_\_\_ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Spring Lake Park
By:
Title:
<b>SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.</b>



EXHIBIT 4

Payment of Proceeds Instructions

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**Intentionally Omitted**

EXHIBIT 5

Acceptance Certificate

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**Intentionally Omitted**

**EXHIBIT 6**

**Bank Qualification And Arbitrage Rebate**

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U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Spring Lake Park

**Bank Qualified Tax-Exempt Obligation under Section 265**

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.

**Arbitrage Rebate**

Eighteen Month Exception:

Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of this Property Schedule will be expended for the governmental purposes for which this Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on this Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final Lease Payment due under this Agreement.

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

**Language for UCC Financing Statements**

**Property Schedule No. 1**

SECURED PARTY: U.S. Bancorp Government Leasing and Finance, Inc.

DEBTOR: City of Spring Lake Park

This financing statement covers all of Debtor's right, title and interest, whether now owned or hereafter acquired, in and to the equipment leased to Debtor under Property Schedule No. 1 dated May 26, 2015 to that certain Master Tax-Exempt Lease Purchase Agreement dated as of May 26, 2015, in each case between Debtor, as Lessee, and Secured Party, as Lessor, together with all accessions, substitutions and replacements thereto and therefore, and proceeds (cash and non-cash), including, without limitation, insurance proceeds, thereof, including without limiting, all equipment described on Exhibit A attached hereto and made a part hereof.

Debtor has no right to dispose of the equipment.

## INSURANCE AUTHORIZATION AND VERIFICATION

Date: May 26, 2015

Property Schedule No: 1

To: City of Spring Lake Park (the "Lessee")

From: U.S. Bancorp Government Leasing and Finance, Inc. (the "Lessor")  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223  
Attn: Lisa Albrecht

**TO THE LESSEE:** In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee\* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

**Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.**

**Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).**

**Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$85,000.00, with deductibles no more than \$10,000.00.**

*\*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Lisa Albrecht at 303-585-4077.*

**By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.**

Agency/Agent:		
Address:		
Phone/Fax:		
Email:		

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

**TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 303-585-4732. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.**

**Agent hereby verifies that the above requirements have been met in regard to the Property listed below.**

Print Name of Agency: **X** \_\_\_\_\_

By: **X** \_\_\_\_\_  
(Agent's Signature)

Print Name: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**Insurable Value:** \$85,000.00

**ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 1**

## Notification of Tax Treatment to Tax-Exempt Lease/Purchase Agreement

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This **Notification of Tax Treatment** is pursuant to the Master Tax-Exempt Lease/Purchase Agreement dated as of May 26, 2015 and the related Property Schedule No. 1 dated May 26, 2015, between Lessor and Lessee (the "Agreement").

- \_\_\_\_\_ Lessee agrees that this Property Schedule SHOULD be subject to sales/use taxes
- X   Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and Lessee has included our tax-exemption certificate with this document package
- \_\_\_\_\_ Lessee agrees that this Property Schedule should NOT be subject to sales/use taxes and no tax-exemption certificate is issued to us by the State
- \_\_\_\_\_ Lessee agrees that this Property Schedule is a taxable transaction and subject to any/all taxes
- \_\_\_\_\_ Lessee agrees that this Property Schedule is subject to sales/use taxes and will pay those taxes directly to the State or Vendor

IN WITNESS WHEREOF, Lessee has caused this Notification of Tax Treatment to be executed by their duly authorized representative.

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of May 26, 2015 by and among U.S. Bancorp Government Leasing and Finance, Inc. ("*Lessor*"), City of Spring Lake Park ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Tax-Exempt Lease/Purchase Agreement dated as of May 26, 2015 (the "*Master Agreement*") and a Property Schedule No. 1 thereto dated May 26, 2015 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"). The Schedule contemplates that certain personal property described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof (the "*Vendor*"). After acceptance of the Equipment by Lessee, the Equipment is to be financed by Lessor to Lessee pursuant to the terms of the Agreement.

The Master Agreement further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$85,000.00, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the Vendor its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The moneys and investments held in the Escrow Fund are for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Master Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee. Absent written direction from Lessee, the cash will be invested in the U.S. Bank National Association Money Market Deposit Fund. See Exhibit 1 Investment Direction Letter. Lessee represents and warrants to Escrow Agent and Lessor that the investments selected by Lessee for investment of the Escrow Fund are permitted investments for Lessee under all applicable laws. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Escrow Fund. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. Attached as Exhibit 6 is the Class Action Negative Consent Letter to be reviewed by Lessee.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) Escrow Agent shall pay costs of the Equipment upon receipt of a duly executed Requisition Request (substantially in the format of Exhibit 3) signed by Lessor and Lessee. Lessor's authorized signatures are provided in Exhibit 5. Lessee's authorized signatures will be provided in Exhibit 3 of Master Lease Purchase Agreement. Escrow Agent will use best efforts to process requests for payment within one (1) business day of receipt of requisitions received prior to 2:00 p.m. Central Time. The final Requisition shall be accompanied by a duly executed Acceptance Certificate form attached as Exhibit 4 hereto.

(c) Upon receipt by Escrow Agent of written notice from Lessor that an Event of Default or an Event of Nonappropriation (if provided for under the Master Agreement) has occurred under the Agreement, all funds then on deposit in the Escrow Fund shall be paid to Lessor for application in accordance with the Master Agreement, and this Escrow Agreement shall terminate.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall pay the funds then on deposit in the Escrow Fund to Lessor to be applied first to the next Lease Payment due under the Master Agreement, and second, to prepayment of the principal component of Lease Payments in inverse order of maturity without premium. To the extent the Agreement is not subject to prepayment, Lessor consents to such prepayment to the extent of such prepayment amount from the Escrow Fund. Upon disbursement of all amounts in the Escrow Fund, this Escrow Agreement shall terminate.

(e) This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of Lessee and Lessor in writing to Escrow Agent. All funds on deposit in the Escrow Fund at the time of termination under this paragraph, unless otherwise directed by Lessee in writing (electronic means acceptable), shall be transferred to Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ



legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Agreement will be expended for the governmental purposes for which the Agreement was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Escrow Fund, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Agreement and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or Lease Payment due under the Agreement.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by Master Agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

15. This Escrow Agreement and any written direction may be executed in two or more counterparts, which when so executed shall constitute one and the same agreement or direction.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

U.S. Bancorp Government Leasing and Finance, Inc., as Lessor
By:
Name:
Title:
Address: 13010 SW 68 <sup>th</sup> Parkway, Suite 100 Portland, OR 97223

City of Spring Lake Park, as Lessee
By:
Name:
Title:
Address: 1301 81st Avenue NE Spring Lake Park, Minnesota 55432

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent
By:
Name:
Title:
Address: U.S. Bank National Association 950 17 <sup>th</sup> Street, 12 <sup>th</sup> Floor Denver, CO 80202

**EXHIBIT 1**

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT AUTHORIZATION FORM  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. Deposit accounts are FDIC Insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account. The U.S. Bank Money Market Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

City of Spring Lake Park

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title/Date

## EXHIBIT 2

### Schedule of Fees for Services as Escrow Agent For City of Spring Lake Park Equipment Lease Purchase Escrow

CTS01010A	<b>Acceptance Fee</b> The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing.	WAIVED
CTS04460	<b>Escrow Agent</b> Annual fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance.	WAIVED
	<b>Direct Out of Pocket Expenses</b> Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees.	At Cost
	<b>Extraordinary Services</b> Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.	

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

#### **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.**

**For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.**

**EXHIBIT 3**  
**REQUISITION REQUEST**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of May 26, 2015 (the "*Escrow Agreement*") by and among U.S. Bancorp Government Leasing and Finance, Inc. (the "*Lessor*"), City of Spring Lake Park (the "*Lessee*"), and U.S. Bank National Association (the "*Escrow Agent*"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Master Tax-Exempt Lease Purchase Agreement dated as of May 26, 2015 (the "*Master Agreement*") and Property Schedule No. 1 thereto dated May 26, 2015 (the "*Schedule*") and, together with the terms and conditions of the Master Agreement incorporated therein, the "*Agreement*"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT	INVOICE NO.	EQUIPMENT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Master Agreement, hereby certifies:

1. The items of the Equipment being acquired with the proceeds of this disbursement have been delivered and installed at the location(s) contemplated by the Master Agreement. The Lessee has conducted such inspection and/or testing of the Equipment being acquired with the proceeds of this disbursement as it deems necessary and appropriate, and such Equipment has been accepted by Lessee.
2. The costs of the Equipment to be paid from the proceeds of this disbursement have been properly incurred, are a proper charge against the Escrow Fund and have not been the basis of any previous disbursement.
3. No part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Equipment or for services not yet performed in connection therewith.
4. The Equipment is covered by insurance in the types and amounts required by the Agreement.
5. No Event of Default or Event of Nonappropriation (if applicable), as each such term is defined in the Master Agreement, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Event of Nonappropriation has occurred and is continuing on the date hereof.
6. If Lessee paid an invoice prior to the commencement date of the Master Agreement, and is requesting reimbursement for such payment, Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

<b>Lessor: U.S. Bancorp Government Leasing and Finance, Inc.</b>
By:
Name:
Title:

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

**Exhibit 4**

**Final Acceptance Certificate**

U.S. Bancorp Government Leasing and Finance, Inc.  
13010 SW 68th Parkway, Suite 100  
Portland, OR 97223

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between U.S. Bancorp Government Leasing and Finance, Inc. and City of Spring Lake Park

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, U.S. Bancorp Government Leasing and Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

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

<b>Lessee: City of Spring Lake Park</b>
By:
Name:
Title:

**Exhibit 6**

**Class Action Negative Consent Letter**

May 26, 2015

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

RE: USBGLF/City of Spring Lake Park - - Class Action Litigation Claims

Dear Daniel Buchholtz, Clerk/Treasurer:

U.S. Bank National Association ("U.S. Bank") has established its policies and procedures relative to class action litigation claims filed on behalf of its clients' accounts. This policy may impact future claims filed by U.S. Bank on behalf of the above-referenced account. Listed below are the policies regarding class action litigation claims:

1. U.S. Bank will file class action litigation claims, at no charge, on behalf of open, eligible agency or custody accounts upon receipt of proper documented authorization. This notice, with your ability to opt out as further described below, constitutes such documented authorization.
2. U.S. Bank will not file claims for agency or custody accounts that were open during the class action period but were closed prior to receipt of any notice of the class action litigation.
3. Assuming requisite information is provided by the payor to identify the applicable account, settlement proceeds of the class action litigation will be posted within a reasonable time following receipt of such proceeds to the entitled accounts that are open at such time. If entitled accounts are closed prior to distribution and receipt of settlement proceeds, they will be remitted to entitled beneficiaries or successors of the account net of any research and filing fees. Proceeds, less any research and filing fees, will be escheated if the entitled beneficiaries or successors of the account cannot be identified /located.

If you wish U.S. Bank to continue to file class action litigation proofs of claim on behalf of your account, you do not need to take any further action. However, if you do not wish U.S. Bank to file class action proofs of claim on behalf of your account, you may notify us of this election by returning this letter with your signature and date provided below within 30 days or by filing a separate authorization letter with your Account Manager by the same date.

The authorization and understanding contained in this communication constitutes an amendment of any applicable provisions of the account document for the above-referenced account.

If you have any questions, please contact me at the below number.

Sincerely,

Kathleen Connelly  
Vice President  
303-585-4591

No, U.S. Bank is not authorized to file class action litigation proofs of claim on behalf of the above-referenced account(s). By making this election, I acknowledge that U.S. Bank is not responsible for forwarding notices received on class action or litigation claims.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Date







**Stantec Consulting Services Inc.**  
2335 Highway 36 West, St. Paul MN 55113

May 12, 2015

Honorable Mayor and City Council  
City of Spring Lake Park  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: 2015 Sanitary Sewer Lining Project  
Project No. 193803135  
**Bid Results**

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on May 11, 2015. 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.

There were a total of 4 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	Visu-Sewer, Inc.	\$152,976.60
#2	Hydro-Klean, LLC	\$153,951.70
#3	Insituform Technologies USA, LLC	\$156,859.70
#4	Lametti & Sons, Inc.	\$183,683.00

The low Bidder on the Project was Visu-Sewer, Inc. with a Total Base Bid Amount of \$152,976.60. This compares to the January 2015 Engineer's Estimate of \$170,000. The Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Visu-Sewer, Inc.** should be awarded the Project on the **Total Base Bid Amount of \$152,976.60.**

Should you have any questions, please feel free to contact Harlan Olson or me.

Sincerely,  
**STANTEC**

Phil Gravel, PE

Enclosure



Project Name: **2015 Sanitary Sewer Lining**

I hereby certify that this is an exact reproduction of bids received.

City Project No.: \_\_\_\_\_

Project No.: 193803135

Bid Opening: Monday, May 11, 2015 at 1:15 P.M., CDT

Owner: **City of Spring Lake Park, MN**

*Phil Gravel*

Phil Gravel, P.E.  
License No. 19864

**Bidder No. 1**  
**Visu-Sewer, Inc.**

**Bidder No. 2**  
**Hydro-Klean, LLC**

**Bidder No. 3**  
**Insituform Technologies USA, LLC**

**Bidder No. 4**  
**Lametti & Sons, Inc.**

**BID TABULATION**

Item Num	Item	Units	Qty	Unit Price	Total	Contractor Name and Address:	Unit Price	Total	Unit Price	Total	
<b>BASE BID:</b>											
1	MOBILIZATION	LS	1	\$4,350.00	\$4,350.00	Visu-Sewer, Inc. W230 N4855 Bether Drive Pewaukee, WI 53072 Phone: 262-695-2340 Fax: 262-695-2359 Email: visu-info@visu-sewer.com Signed By: Keith M. Alexander Title: President Bid Security: Bid Bond Addenda Acknowledged: 1					
2	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00						
3	SEWER REHABILITATION, 8-INCH OR 9-INCH CIPP	LF	5165	\$24.20	\$124,993.00						
4	SEWER REHABILITATION, 10-INCH CIPP	LS	198	\$53.20	\$10,533.60						
5	GROUT SERVICE LATERAL CONNECTION	EA	58	\$200.00	\$11,600.00						
	TOTAL BASE BID:				\$152,976.60						
				\$3,100.00	\$3,100.00	Hydro-Klean, LLC 333 NW 49th Place Des Moines, IA 50313 515-283-0500 515-283-0505 psovoni@hydro-klean.com Paul W. Govoni Vice President Bid Bond 1					
				\$1,500.00	\$1,500.00	Insituform Technologies USA, LLC 17988 Edison Avenue Chesterfield, MO 63005 636-530-8000 636-530-8701 ilause@insituform.com Jana Laus Contracting & Attesting Officer Bid Bond 1					
				\$1,646.40	\$1,646.40	Lametti & Sons, Inc. 16028 Forest Blvd. N, PO Box 477 Hugo, MN 55038 651-426-1380 651-426-0044 bretta@lametti.com Daniel J. Banken Vice President Bid Bond 1					
				\$23.50	\$121,377.50						
				\$32.90	\$6,514.20						
				\$31.10	\$6,157.80						
				\$474.70	\$27,532.60						
					\$156,859.70						



**Stantec Consulting Services Inc.**  
2335 Highway 36 West, St. Paul MN 55113

May 13, 2015

Honorable Mayor and City Council  
City of Spring Lake Park  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: Sanitary Lift Station No. 1 Replacement Project  
**Bid Results**

Dear Honorable Mayor and City Council:

Bids were opened for the Sanitary Lift Station No. 1 Replacement Project on May 11, 2015. Attached is a copy of the Bid Tabulation. Although there were many plan holders, there was only one bid submitted. The bid was reviewed and was found to be in order. The following summarizes the results of the Bid received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	Meyer Contracting, Inc.	\$730,365.51

The low bid submitted by Meyer Contracting is more than \$130,000 over the January 2015 Engineer's Opinion of Probable Construction Costs amount of \$600,000. Although the equipment quotes received earlier this year for the generator and pump station were less than estimated, the net total project cost would still be above the budgeted total project amount with this bid.

At this time, the City has two options. The first option is to award the bid to Meyer Contracting, Inc. based on the total base bid amount of \$730,365.51. The second option is to formally Reject All Bids. With the option of rejecting all bids the city could re-bid the project at a later date.

We contacted some contractors who did not submit a bid to see why they decided not to bid. The feedback we received indicates that many contractors currently have a full supply of work for 2016 and they are not taking on additional work. They indicated that the bidding climate might be more favorable if the project were to be bid late this year for construction in 2016.

**Given the facts that only one bid was received and that that bid was more than expected, we recommend that the city consider the option to formally reject all bids.** Then, the project can be rebid later this year and construction could occur in 2016. If construction is delayed until 2016, there are a few additional issues to consider: 1) The pump station and generator that have been pre-purchased will need to be stored until 2016. 2) The dates on the permit with MnDOT will need to be modified. 3) There is a risk that conditions could change and the new bids could be the same or higher than the current bid.

Should you have any questions, please feel free to contact Tim Grinstead or me.

Sincerely,  
**STANTEC**

Phil Gravel, City Engineer



Project Name: **Sanitary Lift Station No. 1 Replacement**

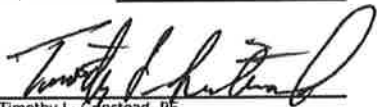
Project No.: 193803115

Owner: City of Spring Lake Park, Minnesota

City Project No.: \_\_\_\_\_

Bid Opening: Monday, May 11, 2015, at 1 P.M., CDT

I hereby certify that this is an exact reproduction of bids received.

  
 Timothy L. Ginstead, PE  
 License No. 48279

**Bidder No. 1**

**Meyer Contracting, Inc.**

**BID TABULATION**

Item Num	Item	Units	Qty	Unit Price	Total
<b>PART 1 - SITE IMPROVEMENTS:</b>					
1	MOBILIZATION	LS	1	\$36,500.00	\$36,500.00
2	TRAFFIC CONTROL	LS	1	\$1,400.00	\$1,400.00
3	ABANDON SANITARY FORCEMAIN SEWER PIPE	LF	70	\$19.35	\$1,354.50
4	DEMOLITION OF EXISTING LIFT STATION	LS	1	\$16,764.50	\$16,764.50
5	TEMPORARY CONVEYANCE OF SANITARY SEWAGE	LS	1	\$3,452.00	\$3,452.00
6	REMOVE BITUMINOUS DRIVEWAY	SY	65	\$13.50	\$877.50
7	REMOVE CONCRETE CURB AND GUTTER	LF	100	\$4.70	\$470.00
8	REMOVE BITUMINOUS PAVEMENT	SY	155	\$13.50	\$2,092.50
9	REMOVE SANITARY SEWER SERVICE PIPE	LF	60	\$89.25	\$5,355.00
10	CLEAR AND GRUB TREE	EA	2	\$750.00	\$1,500.00
11	SALVAGE AND REINSTALL SIGN	EA	1	\$47.75	\$47.75
12	ADJUST FRAME AND RING CASTING	EA	1	\$512.50	\$512.50
13	SAWING BITUMINOUS PAVEMENT	LF	105	\$2.70	\$283.50
14	SUBGRADE EXCAVATION (EV)	CY	50	\$32.00	\$1,600.00
15	PREMIUM TOPSOIL BORROW (LV)	CY	100	\$37.75	\$3,775.00
16	STREET SWEEPER WITH PICK UP BROOM WITH OPERATOR	HR	10	\$150.00	\$1,500.00
17	WATER FOR DUST CONTROL	1000 GAL	5	\$106.00	\$530.00
18	AGGREGATE BASE, CLASS 5	TN	150	\$32.75	\$4,912.50
19	TYPE SP 12.5 WEARING COURSE (2,B)	TN	20	\$175.00	\$3,500.00
20	TYPE SP 12.5 NON-WEARING COURSE (2,B)	TN	27	\$175.00	\$4,725.00
21	BITUMINOUS MATERIAL FOR TACK COAT	GAL	10	\$7.00	\$70.00
22	B618 CONCRETE CURB AND GUTTER	LF	76	\$35.00	\$2,660.00
23	SURMOUNTABLE CURB AND GUTTER	LF	24	\$31.50	\$756.00
24	4" CONCRETE SIDEWALK	SY	50	\$73.50	\$3,675.00
25	7" COMMERCIAL CONCRETE DRIVEWAY AND APRONS	SY	130	\$94.00	\$12,220.00
26	SILT FENCE, MACHINE SLICED	LF	300	\$3.00	\$900.00
27	SODDING, MINERAL TYPE	SY	175	\$15.00	\$2,625.00
28	SEEDING, INCL SEED, FERTILIZER AND HYDROMULCH	SY	1000	\$2.50	\$2,500.00
29	HYDRAULIC SOIL STABILIZER (TEMPORARY HYDROMULCH)	LB	1000	\$1.00	\$1,000.00
<b>TOTAL PART 1 - SITE IMPROVEMENTS</b>					<b>\$117,558.25</b>
<b>PART 2 - SANITARY SEWER IMPROVEMENTS:</b>					
30	DEWATERING	LS	1	\$120,765.00	\$120,765.00
31	TEMPORARY EARTH RETENTION SYSTEM	LS	1	\$311,084.51	\$311,084.51
32	CUSTOM UNDERGROUND PUMP STATION INSTALLATION	LS	1	\$15,834.00	\$15,834.00
33	8' DIA. WET WELL, BASE SLAB, TOP SLAB, AND HATCH	LS	1	\$35,662.00	\$35,662.00
34	12' x 23' x 1' CONCRETE SLAB FOR LIFT STATION	LS	1	\$13,384.00	\$13,384.00
35	PERMANENT ONSITE GENERATOR WITH CONCRETE BASE SLAB INSTALLATION	LS	1	\$5,000.00	\$5,000.00
36	LIFT STATION ELECTRICAL AND CONTROL PANEL WITH BASE SLAB INSTALLATIONS	LS	1	\$10,250.00	\$10,250.00
37	BYPASS PUMPING	LS	1	\$32,280.00	\$32,280.00
38	6" DIP FORCEMAIN	LF	50	\$127.50	\$6,375.00
39	6" GATE VALVES	EA	2	\$2,135.00	\$4,270.00
40	DUCTILE IRON FITTINGS	LB	350	\$7.30	\$2,555.00
41	4' DIAMETER SANITARY MANHOLE, INCLUDING R-1642-B CASTING AND ADJ. RINGS	EA	1	\$14,479.00	\$14,479.00
42	6" PVC, SDR 35 SANITARY SEWER SERVICE	LF	27	\$61.25	\$1,653.75
43	10" DIP SANITARY SEWER PIPE, CL. 53, RESTRICTED TRENCH	LF	58	\$187.00	\$10,846.00
44	CONNECT TO EXISTING SANITARY SEWER MANHOLE	EA	1	\$6,044.00	\$6,044.00
45	CONNECT TO EXISTING CIP FORCEMAIN	EA	1	\$3,865.00	\$3,865.00
46	CONNECT TO EXISTING 6" SANITARY SEWER SERVICE	EA	1	\$1,743.00	\$1,743.00
47	4' DIAMETER BY-PASS MANHOLE WITH VALVES	EA	1	\$16,267.00	\$16,267.00
48	IMPROVED PIPE FOUNDATION, PER 6" INCREMENT	LF	90	\$5.00	\$450.00
<b>TOTAL PART 2 - SANITARY SEWER IMPROVEMENTS</b>					<b>\$612,807.26</b>
<b>BID SUMMARY</b>					
TOTAL PART 1 - SITE IMPROVEMENTS					\$117,558.25
TOTAL PART 2 - SANITARY SEWER IMPROVEMENTS					\$612,807.26
<b>TOTAL BASE BID</b>					<b>\$730,365.51</b>
<b>SUBSTITUTE ITEMS:</b>					<b>NONE</b>
Contractor Name and Address:				Mewyer Contracting, Inc. 11000 93rd Avenue North Maple Grove, MN 55369	
Phone:				763-391-5959	
Fax:				763-391-5960	
Email:				vschoep@meyerco.com	
Signed By:				Verlyn Schoep	
Title:				President/COO	
Bid Security:				Bid Bond	
Addenda Acknowledged:				1	



City of Spring Lake Park

## Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 5.18.15 Meeting**  
File No.: R-18GEN

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**Note:** Updated information is shown in *italics*.

**2015 Sanitary Sewer Lining Project (193803135).**

*This project includes lining and wye grouting in the northeast corner of the city. Bids were received on May 11, 2015. See separate bid results letter.*

**2015 Seal Coat Project (193803134).**

Signed Construction Contracts have been sent to the low bidder (Pearson Bros.). Construction will be coordinated around Tower Days. A Seal Coat map has been posted on the city website.

**2014-2015 Street Improvement Project (193801577).**

*Bituminous base has been placed on 81<sup>st</sup> Avenue. Work on Arthur Street and TH65 Service has started. Property owner notices have been delivered.*

**CSAH 35 Turn Lanes and Sidewalk (193802914).**

This project includes CSAH 35 improvements required as part of the SUP for 8299 Central Ave. Preliminary plans have been prepared and submitted to Anoka County for comments.

**MS4 Permit (193802936).**

A list of issues to address in 2015 (including annual report) is being prepared.

**Lift Station No. 1 Equipment (193802805).**

Suppliers for the lift station equipment that was ordered in January (3 quote packages) are manufacturing the equipment. We will need to work with the 3 equipment suppliers if the lift station construction project gets delayed.

**Lift Station No. 1 Reconstruction (193803115).**

*Bids will be received on May 11, 2015 at 1:00 PM. Only one bid was submitted and it is higher than expected. See separate letter regarding the bid award.*

**Medical Building at 525 Osborn.**

The developers have indicated that this project is on long-term hold. We understand that they are currently working on issues with Anoka County.

**Other issues/projects.**

We continue to work with T-Mobile and Sprint on their applications for antenna modifications. A preconstruction conference with Sprint has been held.

Feel free to contact Harlan Olson, Cristina Mlejnek, Phil Carlson, Jim Engfer, Mark Rolfs, Tim Grinstead, Tyler Johnson, or me if you have any questions or require any additional information.





# City of Spring Lake Park 2014-2015 Street Improvement Project

## Construction Update

May 14, 2015

### **81<sup>st</sup> Avenue**

Manhole castings and gate valves have been raised through the pavement. Restorations are underway.

The final layer of pavement is tentatively scheduled to be installed at the end of next week. Striping will follow a few days later.

### **Arthur Street**

The majority of the new concrete has been installed; and the first layer of pavement has been paved. The manholes and gate valves are being raised up and backfilling has begun.

They will continue raising manholes/gate valves and backfilling. The rest of the concrete work is scheduled to be installed next week Wednesday. The infiltration features will be constructed next week as well. The final layer of pavement will be paved after all other work has been completed.

### **TH 65 Service Road**

Construction is scheduled to begin next week with removals of concrete and pavement scheduled for Monday and Tuesday. New concrete is scheduled for the middle of the week and paving is tentatively scheduled for the middle of the following week.

Please call me with any scheduling or construction-related items.

Cristina  
651-492-7859

### **Project Contacts.**

- o Feel free to contact any of the following people throughout the project process if you have any questions:

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Phil Gravel, City Engineer (651) 604-4803 <a href="mailto:phil.gravel@stantec.com">phil.gravel@stantec.com</a>	Dan Buchholtz, City Administrator (763) 792-7211 <a href="mailto:dbuchholtz@slpmn.org">dbuchholtz@slpmn.org</a>





# **CORRESPONDENCE**



The logo is a white outline of a leaf or drop shape on a dark green background. Inside the shape, the text "ANOKA COUNTY PARKS AND COMMUNITY SERVICES" is written in white, uppercase, sans-serif font, stacked in four lines.

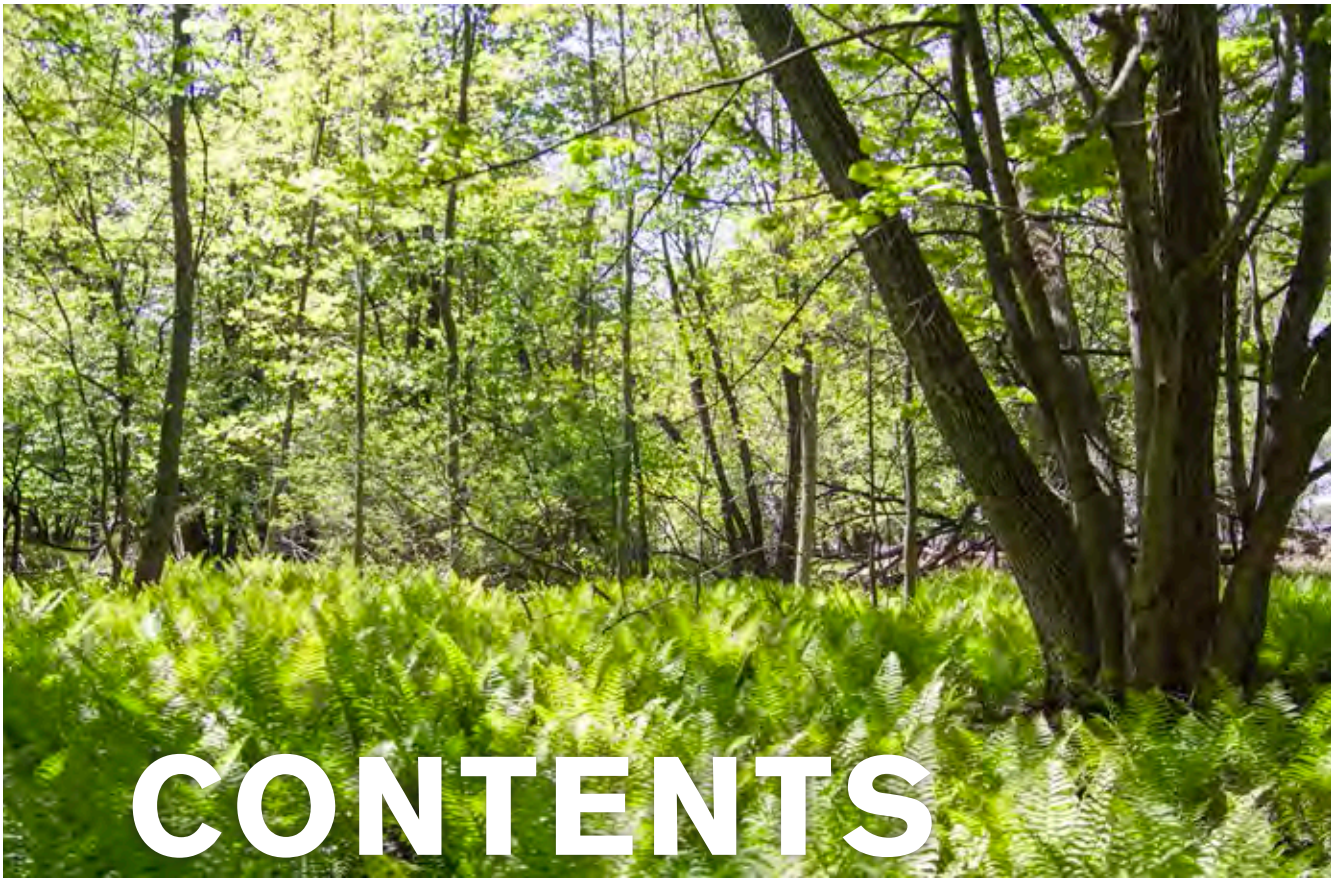
ANOKA  
COUNTY  
PARKS AND  
COMMUNITY  
SERVICES

the connection  
may • 2015

VOLUME 22 ISSUE 5







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# FROM THE DIVISION MANAGER:

Back in January, I reported on the annual goals for the Parks and Recreation Department in 2015. Our staff had prepared a robust list of 82 initiatives, from which I highlighted a sampling of 17.

This month, I'm pleased to outline the goals for the other two departments in the Parks and Community Services Division at Anoka County – Integrated Waste Management and the License Bureau. Both of these departments play a critical role in providing services to the citizens of Anoka County. Though different in the type of services they provide, they share the passion of offering excellence and efficiency in the front-line service to our customers each and every day.

Here are a few of the goals that departments will be working on throughout calendar year 2015:

## Integrated Waste Management

- Provide increased grant funding to municipalities in Anoka County for organics collection
- Seek opportunities to hold joint events between multiple municipalities
- Distribute multi-unit containers and promotional materials to apartments in the County
- Utilize master recyclers to assist with event outreach and waste abatement programs
- Conduct outreach to 100 businesses through the contract with Minnesota Waste Wise
- Build off of regional promotion efforts with the new sign maker tool for businesses
- Explore options for expanding collection of organics from local businesses
- Create a school grant assistance program to improve recycling and organics recovery
- Add a food-to-farm organics waste recovery program at additional County operated facilities
- Work with Information Technology to implement a new participant data collection system
- Explore the launching of a new Very Small Quantity Generator program
- Prepare and distribute the bi-annual Recycling Guide called the Recylopedia
- Identify new social media strategies to inform the public about recycling and waste reduction
- Pursue staff development opportunities including cross-training between programs
- Partner with other County departments to coordinate activities

## License Bureau

- Introduce standardized apparel for front-line staff to build identity, brand, and team
- Work with the Public Information Department to promote the County's new Passport Centers
- Complete the new integrated electronic check-in system at all five license centers
- Assist in building public awareness of the new aquatic invasive species prevention program
- Roll-out new technology to assist the public with the on-line marriage license application system
- Continue innovative staff development and training sessions for improved customer service

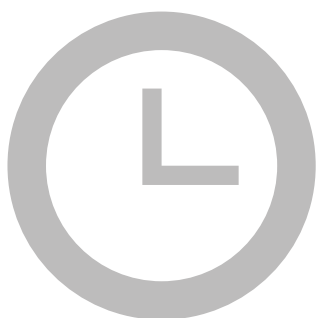
We look forward to working with the County Board, our talented staff, the business community, organizations, schools, County departments, and our customers throughout this year.

Time to get out the bike. I'll see you on the trail.

John VonDeLinde



# RAMSEY LICENSE CENTER HOURS CHANGE



Beginning May 4, 2015, business hours at the Ramsey License Center will be adjusted to better meet the needs of customers and more closely align with Ramsey City Hall business hours. (The Ramsey License Center is housed in Ramsey City Hall, 7550 Sunwood Dr. N.W., Suite A, Ramsey.)

The Ramsey License Center will open a half hour earlier, at 8 a.m., and close at 5 p.m. Monday-Friday. The change discontinues evening hours on Tuesday. The other four license centers will continue to offer evening hours one night each week.

## EMERALD ASH BORER IDENTIFIED

With the beginning of spring, nature has begun to wake up from its long winter hibernation. Unfortunately, this spring has brought with it an unwanted guest; the emerald ash borer (EAB). EAB is a species of insect from Asia that was introduced to the United States in the 1990s, likely through wood in international shipping. The insect has quickly gained in population and spread westward across the country reaching Minnesota around 2008. In April of this year, EAB was first identified in Ham Lake near the intersection of Bunker Lake Blvd and Lexington Avenue. Since the identification, Minnesota Department of Agriculture (MDA) has placed Anoka County under quarantine meaning that hardwood species cannot leave the county unless under specific guidelines. The Natural Resource Unit is working with MDA on best management practices to be implemented by county employees, as well as education of staff. Additionally, MDA hosted a public information meeting April 30 at the Bunker Hills Activities Center. The Parks and Recreation Department has been actively inventorying ash trees throughout the parks system and making preparations ahead of this anticipated infestation. Efforts will continue in the upcoming months conducting surveys of active use areas within the parks, as well as removing ash in areas with the greatest potential impact to public safety.



# Family Earth Day Celebration



Make every day Earth Day! The weather finally cooperated and Earth-friendly visitors flocked to the Wargo Nature Center on April 25 for the annual Earth Day Celebration. Earth Day has been a great collaborative event with the city of Lino Lakes for more than 20 years. During the morning hours, more than 30 volunteers did a great job removing buckthorn at the nature center. In the afternoon, the focus shifted to a celebration of the earth at the nature center. Thanks to Lino Lakes, Tricia and the Toonies entertained kids with their earth-friendly message. And thanks to a grant from the Anoka County Libraries, the Roe Family Singers kept toes tapping and music filled the nature center. The libraries also coordinated the Story Walk – an outside walk while following the pages of a children’s story. Visitors also enjoyed earth-friendly vendors, crafts, face painting, and outdoor fun! It was a wonderful day – reminding us all to take care of the Earth!

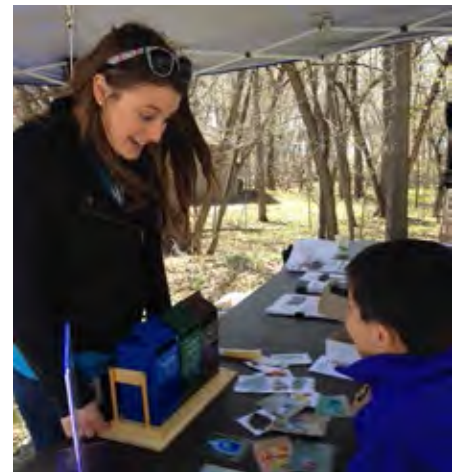
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## OUTREACH OPPORTUNITIES DURING EARTH DAY FOR INTEGRATED WASTE MANAGEMENT

Hundreds of people were greeted by Integrated Waste Management (IWM) at 2015 Earth Day events. IWM staff offered participants of the sixth annual Green Expo an opportunity to learn about waste reduction, recycling and proper disposal of household items. This year’s Green Expo, a partnership between the cities of Coon Rapids and Blaine and the National Sports Center, focused on the environment and sustainable living practices.

IWM staff also participated in the Wargo Nature Center Earth Day celebration in Lino Lakes. Community volunteers gathered to clear invasive Buckthorne and to assist with clean-up efforts at the nature center. Volunteers enjoyed entertainment, informative exhibits and fun activities at the annual Earth Day clean-up event.

Staff provided information at both events on the Anoka County compost sites and household hazardous waste facility, as well as general information on recycling and waste reduction. Both events featured recyclable and compostable products and organic waste generated was collected for composting. The 2015 Earth Day events provided staff an opportunity to interact with residents and respond to recycling questions.





# MAINTENANCE PREPARES FOR A BUSY SUMMER SEASON

The Parks Maintenance Unit has been busy continuing the winter to summer transitions across the system. The recent focus has been with placing courtesy docks, turning on the water systems, and maintaining the roads, parking lots and trails. With the earlier than normal spring, the parks are already very busy with park users. The seasonal maintenance staff has been hired and a number of returning staff from previous summers have already begun.

The unit has also welcomed a new Parkkeeper to the group and state. Brendan Western has started and comes to the department from Michigan, where he gained a solid base of knowledge working in the state parks system. Brendan is currently serving on the Construction Crew and is quickly getting up to speed on all of the maintenance activities and park locations. Welcome aboard.



## BUNKER BEACH READY FOR WARM WEATHER

With only a month from opening, Bunker Beach is eager for summer to start. Seasonal staff have been hired and will be attending upcoming trainings, orientation, and in-services. The new and returning staff are looking forward to a hot summer.

Cardio Club passes are also on sale until May 8th. Join our unique fitness community this summer. 5 laps around the Lazy Loop equals 1 mile.

Opening day is June 6th. Be sure to check the activities calendar once the season begins to catch all of the fun that has been planned. Let's hope for great weather to kick off the summer!

## CHOMONIX GOLF COURSE OPENS EARLY

Chomonix Golf Course officially opened for the 2015 season on April 1. Golfers flocked to the golf course on opening day to the tune of 108 players. Since opening day, the course has been coming along steady. "It looks like mid-season form," said longtime member Dave Hoehl. Leagues began on April 20 and even though it was cold and rainy, over 60 men showed up to play. "Everyone is just excited to get out and play this year. The last couple springs have been non-existent so golfers are happy to have the opportunity to get out early this year," said Head PGA Professional Jeff Sawyer.



# BANFILL-LOCKE CENTER FOR THE ARTS HIGHLIGHTS NEW EXHIBITIS

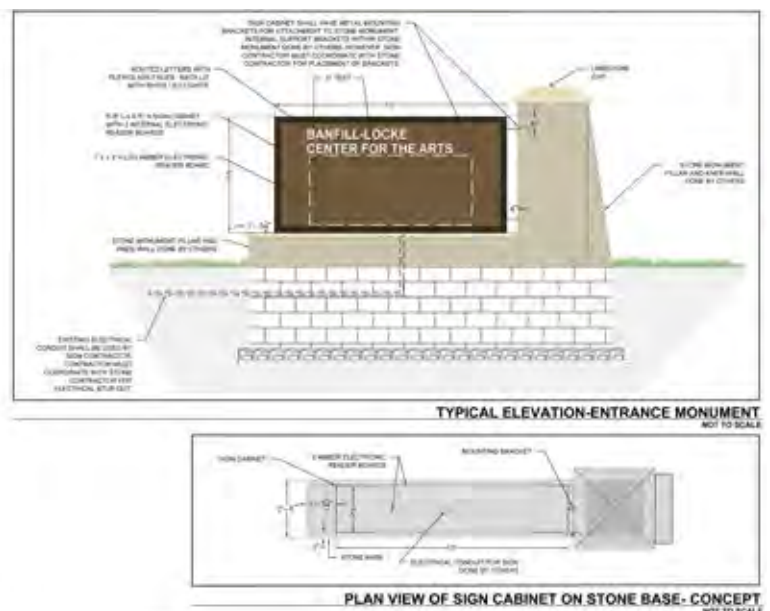
Spring is a great time at Banfill-Locke Center for the Arts. On May 2 the exhibition Tornadoes: The Art of Remembering, a community art exhibition in recognition of the Fridley tornadoes that tore through the area on May 6, 1965 will open. Anyone who wishes to submit up to two works of art with a tornado theme can do so regardless of experience, age, or abilities. This show is completely open to all who wish to participate. The show will be on view through May 16.

On Friday, May 8 at 7:30 pm Jim Heynen, fiction writer and teacher, and Ted King, fiction writer and poet will be at Banfill-Locke to share their writing. The Reading Series events are free and open to the public.

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## NEW DIGITAL SIGN AT BANFILL-LOCKE CENTER FOR THE ARTS

This summer, Anoka County will be replacing the current old wood-routed entrance sign at the Banfill Locke Center for the Arts. The design of the sign follows the Parks and Recreation Department's standard sign concept of a stone column on one side and a short stone base to support the digital sign. The digital sign will allow the County and the Arts Center to advertise programs, classes and special events to a much wider audience along East River Road. Construction is anticipated to begin in June. Funding for this project is through the Environmental Trust Fund grant program administered by the Metropolitan Council.



# EMPLOYEE PROFILES



**Name:**  
Sue Doll

**Position & Department:**  
Solid Waste Specialist, Integrated Waste Management Department

**Length of time in current role:**  
25 years

After graduating from UW Stout with a BS in Art and Design, Sue began exploring career options in the environmental field. After several informational interviews, she found out that counties were hiring individuals to build recycling programs in the metro area. She worked for Dakota County as an intern initially and was hired by Anoka County in 1989. Sue has set up recycling programs for schools, events, parks, facilities and assisted the municipalities of Anoka County with recycling and promoted composting her entire career. In addition, she manages the county compost sites and is actively seeking more opportunities for organics collection.

Sue loves to travel and is always planning her next adventure. With a minor in art history she enjoys going to local art exhibitions and traveling to famous museums to see master pieces and stunning architecture first hand, as well as, viewing natural wonders within the national parks system. In addition to travel, she is active in her church choir, is a delegate for the Girl Scout Council of Wisconsin and River Valleys and loves to garden.

**Fun Fact:**  
*Sue is totally comfortable either roughing it camping or dressing up for the theater.*



**Name:**  
Amy Johnson

**Position & Department:**  
Principal Accounting Clerk, License Bureau

**Length of time in current role:**  
18 years

Amy graduated from Fridley High School and has an Associate of Arts Degree from Anoka Ramsey Community College. She also attended Metro State University and is only one year from a BA degree in Accounting, General Business or Human Resources. She couldn't decide which! Prior to Anoka County, Amy has worked for SuperAmerica and Fairview Hospital's Central Business Office.

Amy love all kinds of music, but primarily rock—Def Leppard and Led Zeppelin are 2 of her favorites. She has also been accused of listening to Christmas music long before most people think it's appropriate. Amy also enjoys counted cross stitch, embroidery and scrapbooking.

**Fun Fact:**  
*"Hello, my name is Amy, and I'm a Disney geek. I'm drenched in pixie dust. Mickey Mouse is my spirit animal. And I'm 99% sure I am a Disney princess. I love all the Disney things, especially travel to WDW in Orlando. We've been 3 times, and hoping for the 4th this year. Need to know something about planning a trip to the world? I'm your girl."*

MCGRANN  
SHEA  
CARNIVAL  
STRAUGHN  
& LAMB  
CHARTERED

## **CAPITOL UPDATE REPORT**

From: Sarah J. Psick  
Date: May 1, 2015  
Re: Capitol Update Report

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**2015 Omnibus Liquor Bill:** The omnibus liquor bill has been passed by the House and Senate and is on its way to the Governor for signature. Following are the provisions included in the bill this year:

- Article 1: Recodification of Minnesota Statutes Chapter 340A. This is a technical “re-writing” of the liquor laws, no changes to the current law.
- Article 2, Sections 1 & 5: Microdistillery off-sale license. This section provides that a microdistillery may be issued an off-sale license from a local government. Microdistillery off-sale is limited to one 375 milliliter bottler per customer per day of product manufactured on-site. Off-sale hours must comply with hours for liquor stores and no brand may be sold unless it is also available for distribution by wholesalers.
- Article 2, Sections 2 & 3 Growler Sales. Allows for the sale of growlers on Sundays at small breweries and brewpubs.
- Article 2, Sections 4, 8, 9, 10, 11, and 12 Special Licenses. These sections provide for special licenses to be issued to (1) the Norway House in the city of Minneapolis, (2) a golf course in the city of Becker, (3) the Lester Park golf course in the city of Duluth, (4) the Inver Wood golf course in Inver Grove Heights, (5) the Municipal Athletic Complex in the city of St. Cloud, and (6) a wedding and event center in the city of Brooklyn Park. Each of these sections requires approval of the local governing body before going into effect.
- Article 2, Section 6 Proof of Age. This section provides that a valid instructional permit issued to a person of legal age to purchase alcohol and including a photograph and the date of birth of the person is a valid

form of identification for the purchase or consumption of alcohol. This section is effective July 1, 2015.

- Article 2, Section 7 “Bloody Mary bill”. This section moves the hours for on-sale of liquor up to 8:00 a.m. on Sundays, from the current law of 10:00 a.m. on Sunday.
- Article 2, Section 13 Powdered Alcohol. This section prohibits the manufacture, distribution, importation, or sale of powdered alcohol until June 1, 2016. The director of the Division of Alcohol and Gambling Enforcement must prepare testimony for the commerce committees about whether current laws could be adequately enforced with regard to powdered alcohol. The commissioner of health must also prepare testimony to address whether there is a potential for greater abuse of and addiction to powdered alcohol relative to malt liquor, wine and distilled spirits. This testimony must be prepared by December 7, 2015.
- Article 2, Section 14 State Fair Beer Sales. This section allows brewpubs to sell beer at the Minnesota State Fair at one location, the Minnesota Craft Brewers Build exhibit, during the duration of the annual Fair.

Provisions/bills which were not included in the omnibus tax bill include the issuance of multiple licenses, wine transfers between stores, urban wineries, abolishment of 3.2% beer, abolishment of municipal liquor stores, and changes to the cash beer laws.

**Sunday Sales:** More than sixteen bills were introduced in the House and Senate this year to allow the liquor stores to be open on Sundays. We worked with a coalition – Minnesota Licensed Beverage Association, Minnesota Municipal Beverage Association, Minnesota Beer Wholesalers Association and the Minnesota Teamsters, to meet with legislators and staff, hired experts to organize a grass roots effort to generate local opposition to a change in law, and generate letters to the editor and guest columns. After the policy committee deadline, the House Commerce committee held an informational hearing on the bills to allow Sunday sales. Several liquor store owners testified against the bills and were present in the audience, along with the Edina city manager, and the Teamsters. Testifying in support of the of the proposals were some liquor stores, the Minnesota Beer Activists, the Minnesota Liberty Caucus, DISCUS, and a member of the public. No votes were taken in the committee and the Senate did not hold a hearing on the bills.

As the omnibus liquor bills were debated in the House and Senate, amendments were offered on each Floor to allow Sunday sales; each amendment was defeated.

Senate: Amendment offered by Senator Susan Kent (DFL, Woodbury) to allow sales of liquor on Sunday, but prohibit delivery of products on Sunday – defeated 28-35.

House: Two amendments were offered in the House. The first was offered by Representative Jenifer Loon (Republican, Eden Prairie), to allow municipalities (cities)

to authorize Sunday sales, also prohibits the delivery of liquor on Sunday and prohibits liquor stores from accepting deliveries on Sundays. The amendment was defeated by a vote of 57-75. The second amendment was offered by Representative Steve Drazkowski (Republican, Mazeppa) to allow municipalities (cities) to authorize Sunday sales, but did not include a prohibition on deliveries. The amendment was defeated, 48-84.

The roll-call votes for the Senate and House follow.

*Amendment: Sunday Liquor Sales  
Authorize Sunday Sales, Prohibits deliveries on Sundays and accepting Sunday deliveries.*

STATE OF MINNESOTA  
SENATE  
2015 SESSION

AMENDMENT A21  
Kent

DATE - 4/16/2015

LEG. DAY - 040

FILE NO. - SF 1238

SEQ. NO. - 005

The question was taken on the adoption of the amendment.

The roll was called, and there were yeas 28 and nays 35, as follows:

Those who voted in the affirmative were:

Benson	Hann	Nelson	Pratt
Bonoff	Hawj	Newman	Reinert
Champion	Housley	Nienow	Scalze
Dahle	Kent	Ortman	Schmit
Dibble	Kiffmeyer	Osmek	Senjem
Franzen	Marty	Pappas	Sieben
Hall	Miller	Petersen, B.	Thompson

Those who voted in the negative were:

Anderson	Eken	Limmer	Sparks
Bakk	Gazelka	Lourey	Stumpf
Brown	Hayden	Metzen	Tomassoni
Carlson	Hoffman	Pederson, J.	Torres, Ray
Clausen	Ingebrigtsen	Rest	Weber
Cohen	Jensen	Rosen	Westrom
Dahms	Johnson	Ruud	Wiger
Dziedzic	Koenen	Saxhaug	Wiklund
Eaton	Latz	Skoe	

The motion did not prevail. So the amendment was not adopted.

STATE OF MINNESOTA  
HOUSE OF REPRESENTATIVES  
REGULAR SESSION --- 2015

*Amendment: Municipalities (cities) may authorize Sunday sales. No deliveries may be made or accepted on Sundays.*

S.F. NO. 1238  
CALENDAR FOR THE DAY  
Amendment  
S1238A2

DATE - 04-28-2015  
SEQUENCE NO. - 508

**Loon**

The question was taken on the  
and the roll was called.

There were 57 yeas and 75 nays as follows:

Y	Albright	: Y	Hertaus	: N	Newton
Y	Allen	: N	Hilstrom	: Y	Nornes
Y	Anderson, M.	: N	Hoppe	: Y	Norton
N	Anderson, P.	: Y	Hornstein	: N	O'Driscoll
Y	Anderson, S.	: N	Hortman	: Y	O'Neill
N	Anzenc	: O	Howe	: N	Pelowski
N	Applebaum	: O	Isaacson	: Y	Peppin
N	Atkins	: N	Johnson, B.	: N	Persell
N	Backer	: Y	Johnson, C.	: Y	Petersburg
N	Baker	: N	Johnson, S.	: Y	Peterson
N	Barrett	: Y	Kahn	: Y	Pierson
N	Bennett	: Y	Kelly	: N	Pinto
N	Bernardy	: Y	Kiel	: N	Poppe
N	Bly	: N	Knoblach	: Y	Pugh
Y	Carlson	: Y	Koznick	: N	Quam
Y	Christensen	: Y	Kresha	: N	Rarick
N	Clark	: N	Laine	: Y	Rosenthal
N	Considine	: N	Lenczewski	: Y	Runbeck
N	Cornish	: N	Lesch	: Y	Sanders
Y	Daniels	: Y	Liebling	: N	Schoen
N	Davids	: Y	Lien	: N	Schomacker
N	Davnie	: N	Lillie	: N	Schultz
N	Dean, M.	: Y	Loeffler	: Y	Scott
N	Dehn, R.	: N	Lohmer	: Y	Selcer
Y	Dettmer	: Y	Loon	: N	Simonson
N	Dill	: Y	Loonan	: N	Slocum
Y	Drazkowski	: Y	Lucero	: Y	Smith
N	Erhardt	: N	Lueck	: N	Sundin
N	Erickson	: Y	Mack	: N	Swedzinski
N	Fabian	: N	Mahoney	: N	Theis
Y	Fenton	: N	Mariani	: N	Thissen
N	Fischer	: N	Marquart	: N	Torkelson
Y	Franson	: N	Masin	: Y	Uglen
Y	Freiberg	: Y	McDonald	: N	Urdahl
Y	Garofalo	: Y	McNamara	: Y	Vogel
N	Green	: N	Melin	: N	Wagenius
N	Gruenhagen	: N	Metsa	: N	Ward
N	Gunther	: Y	Miller	: Y	Whelan
N	Hackbarth	: N	Moran	: Y	Wills
N	Halverson	: N	Mullery	: N	Winkler
Y	Hamilton	: N	Murphy, E.	: Y	Yarusso
Y	Hancock	: N	Murphy, M.	: N	Youakim
N	Hansen	: Y	Nash	: Y	Zerwas
Y	Hausman	: N	Nelson	: Y	Spk. Daudt
N	Heintzeman	: Y	Newberger	:	

STATE OF MINNESOTA  
HOUSE OF REPRESENTATIVES  
REGULAR SESSION --- 2015

*Amendment: Municipalities (cities) may  
authorize Sunday sales.*

S.F. NO. 1238  
CALENDAR FOR THE DAY  
Amendment  
S1238A6

DATE - 04-28-2015  
SEQUENCE NO. - 510

The question was taken on the  
and the roll was called.

Draskowski

There were 48 yeas and 84 nays as follows:

Y	Albright	: Y	Hertaus	: Y	Newton
Y	Allen	: N	Hilstrom	: Y	Nornes
Y	Anderson, M.	: N	Hoppe	: Y	Norton
N	Anderson, P.	: Y	Hornstein	: N	O'Driscoll
Y	Anderson, S.	: N	Hortman	: Y	O'Neill
N	Anzalc	: O	Howe	: N	Pelowski
N	Applebaum	: O	Isaacson	: Y	Peppin
N	Atkins	: N	Johnson, B.	: N	Persell
N	Backer	: Y	Johnson, C.	: Y	Petersburg
N	Baker	: N	Johnson, S.	: Y	Peterson
N	Barrett	: Y	Kahn	: Y	Pierson
N	Bennett	: N	Kelly	: N	Pinto
N	Bernardy	: Y	Kiel	: N	Poppe
N	Bly	: N	Knoblach	: Y	Pugh
N	Carlson	: Y	Koznick	: N	Quam
Y	Christensen	: N	Kresha	: N	Rarick
N	Clark	: N	Laine	: N	Rosenthal
N	Considine	: N	Lenczewski	: Y	Runbeck
N	Cornish	: N	Lesch	: Y	Sanders
N	Daniels	: Y	Liebling	: N	Schoen
N	Dauids	: Y	Lien	: N	Schomacker
N	Davnie	: N	Lillie	: N	Schultz
N	Dean, M.	: Y	Loeffler	: Y	Scott
N	Dehn, R.	: N	Lohmer	: Y	Selcer
N	Dettmer	: Y	Loon	: N	Simonson
N	Dill	: Y	Loonan	: N	Slocum
Y	Draskowski	: Y	Lucero	: Y	Smith
N	Erhardt	: N	Lueck	: N	Sundin
N	Erickson	: N	Mack	: N	Swedzinski
N	Fabian	: N	Mahoney	: N	Theis
Y	Fenton	: N	Mariani	: N	Thissen
N	Fischer	: N	Marquart	: N	Torkelson
Y	Franson	: N	Masin	: N	Uglen
Y	Freiberg	: N	McDonald	: N	Urdahl
Y	Garofalo	: Y	McNamara	: Y	Vogel
N	Green	: N	Melin	: N	Wagenius
N	Gruenhagen	: N	Metsa	: N	Ward
N	Gunther	: Y	Miller	: Y	Whelan
N	Hackbarth	: N	Moran	: Y	Wills
N	Halverson	: N	Mullery	: N	Winkler
N	Hamilton	: N	Murphy, E.	: Y	Yarusso
Y	Hancock	: N	Murphy, M.	: N	Youakim
N	Hansen	: Y	Nash	: Y	Zerwas
Y	Hausman	: N	Nelson	: Y	Spk. Daudt
N	Heintzeman	: Y	Newberger	:	

## **GENERAL LEGISLATIVE UPDATE**

**Conference Committees:** Most of the major conference committees for the omnibus budget bills have been appointed and will start meeting early next week. The conference committees will walk-through the differences between the bills as passed by the House and Senate on fiscal and policy issues. However, true negotiations cannot begin until high level discussion between the Governor, Senate Majority Leader and the Speaker of the House reach agreement on the overall budget targets.

**“Gaps” in Priorities:** There are some major gaps between the priorities Governor Dayton, House Republicans and Senate Democrats laid out early this session and where they are today. One of Governor Dayton’s marquee budget requests is \$348 million to fund his universal preschool initiative. House Republicans did not include this funding, and even the Senate DFL education bill only appropriated \$65 million for school readiness programs. On the transportation front, Governor Dayton and the Senate DFL have proposed major transportation funding bills which include increased funding though a implementation of wholesale gas tax. The House Republican transportation bill does not include this tax, and Republicans offered an amendment to the omnibus bill which included the wholesale gas tax – the amendment did not receive a single “yes”, including those of House DFLers. House Republican’s marquee legislative priority is a \$2 billion tax relief package which was passed earlier this week. In contrast, the Senate DFL omnibus tax bill provides \$460 million in tax relief, of which \$222 million is an undoing of shifts in payments to local governments. These issues will need to be resolved in order to end the legislative session “on time”.

**Avian Flu Response Update:** The House/Senate conference committee reached agreement this week on a bill which appropriates \$893 million for emergency response to the avian flu outbreak. The funds will go to the Minnesota Department of Agriculture and Minnesota Board of Animal Health from the fiscal year 2015 general fund. Also this week, Governor Dayton hosted interns from his office for a turkey lunch at the Governor’s residence. The Governor stressed that as Minnesota turkey farmers are experiencing devastating losses across the state, we must continue to support the Minnesota turkey industry. The Minnesota Department of Health, Minnesota Department of Agriculture and leading health experts have stated that properly handled poultry products are safe to eat and there is not public health risk for humans who have not had direct contact with infected birds.

**Loss at the Capitol:** On Thursday, long time Senate staffer Lynne Thomas died tragically after being hit by a light rail transit train on her way to work. Lynne worked as the receptionist for the non-partisan office of Senate Counsel and Research for 26 years. She was the first person you would meet when visiting that office, always greeting you with a smile. Senate Majority Leader Tom Bakk announced the news on the Senate Floor as Lynne’s co-workers circled the back of the Senate Chamber. Lynne will be missed by Senators, staff and lobbyists at the Capitol.

**Next Week:** Senate Majority Leader Bakk, Speaker of the House Daudt and Governor Dayton will be meeting and working to reach agreement on the overall budget targets. During this time, conference committees will continue to meet and begin to resolve the differences on the major pieces of legislation.



# Memorandum



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**Date:** May 7, 2015

**To:** Municipal Community Public Water System Owner

**From:** David Rindal, Compliance Engineer *DR*  
Drinking Water Protection Section

**Phone:** 651/201-4700

**Subject:** U.S. Department of Health and Human Services Recommendation for Fluoride in Drinking Water

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On April 27, 2015, the U.S. Department of Health and Human Services (HHS) finalized a recommended optimal fluoride concentration of 0.7 parts per million (ppm) at fluoridating public water systems (PWSs). The Minnesota Department of Health (MDH) is actively working with affected stakeholders and will initiate a rule revision process as soon as practical. PWSs will be notified in the near future about any interim steps which may be possible.

Because HHS recommendations are advisory and not regulatory, Minnesota municipalities are required to maintain fluoride levels between 0.9 and 1.5 ppm until further notice.

If you have any questions, please contact me at 651/201-4660, or call our general information number (listed above).

cc: Water Superintendent  
MDH District Engineers



## Daniel Buchholtz

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**From:** Becca Pryse <beccap@ewald.com>  
**Sent:** Friday, May 01, 2015 4:23 PM  
**To:** Becca Pryse  
**Subject:** NMMA Legislative Update - May 1, 2015  
**Attachments:** 2014 Tax Burden Per Capita.docx; Senate Tax Bill LGA Impact for NMMA.xlsx

**North Metro Mayors Association**  
**Legislative Update**  
May 1, 2015



### North Metro Mayors Association and Blaine in the News

The North Metro Mayors Association is excited to welcome the city of Blaine as a member of the NMMA and looks forward to working with Mayor Tom Ryan and his team in the future. Thank you to Mayor Hemken, Jim Dickenson and Jill Brown for their great work to help make Blaine's membership a reality. [Read a recent ABC Newspaper article here.](#)

### Happenings at the Capitol

The House and Senate chambers were busy this week debating and approving budget bills. With the exception of the Senate Omnibus Tax Bill which will receive debate and a vote on Monday, the major budget bills will now be worked on by joint House and Senate conference committees formed to work out the differences between the House and Senate versions of the bills. Approximately two weeks remain before the constitutionally imposed adjournment date of Monday, May 18. With significant differences between the House and Senate versions of nearly every budget bill to be worked out, a lot of work remains yet to be completed. Annual political pundit speculation of a possible special session can already be heard in the Capitol's hallways.

On a 57-75 vote, the House defeated an amendment allowing Sunday liquor sales. While the amendment failed, the vote was much closer than a similar vote in 2013 where a similar amendment failed on a 21-106 vote. Earlier this year, the Senate defeated an amendment to allow Sunday liquor sales by a 28-35 vote. Though unsuccessful this year, proponents of Sunday liquor sales vow to continue to push for passage of the measure. Click [here](#) for further reading.

[HF1003](#) (Laine) permits a county, city or town to donate surplus equipment to nonprofit organizations has passed the House 123-2. The companion bill, [SF1416](#) (Goodwin) has received a second reading in the Senate and awaits a possible vote.

### Transportation

The Senate passed their Omnibus Transportation Funding Bill on Monday. Like the House Transportation Funding Bill, the Senate transportation funding bill proposes to generate \$7 billion in additional revenues over 10 years for transportation needs. As mentioned in previous updates, the Senate and House take two very different approaches to the sources of funding as the Senate funding bill utilizes a variety of revenue streams including raising gas taxes and fees while the House reprioritizes current revenues from other areas of the state's budget. [HF4](#) (Dibble), is much more

closely aligned to the Governor's transportation funding recommendations and invests more in rail safety and transit than the House version.

As with other omnibus funding bills, the House and Senate transportation bills a conference committee will now be formed to work out the differences in the two versions. To read a non-partisan summary of the bills, click here for the [House](#) or [Senate](#) version.

A detailed comparison of the two bills prepared by the Minnesota Transportation Alliance was sent to you earlier this afternoon.

### **Taxes and Local Government Aid**

The Senate [Tax Bill](#) released this week proposes much smaller cuts than the \$2 billion plan offered by the House. The Senate bill provides about \$200 million in direct tax relief, extends an education credit for parents and provides property tax relief for homeowners who see their taxes go up more than 10 percent. It also increases Local Government Aid while slightly decreasing the statewide business property tax. The House [Tax Bill](#) cuts LGA to Minneapolis, St. Paul and Duluth.

The Senate bill contains a modest increase in LGA of about 4.5% per year for 2016 and 2017 that is expected to positively impact several NMMA area cities. The bill also spreads out LGA payments over four payments rather than the current practice of two payments. Bill Barnhardt speculates the change in distribution frequency will have little impact on cities but does affect the accounting for the state and "undoes" a shift from over 25 years ago.

The Senate bill contains a [TIF provision](#) important to Coon Rapids. Not included in the Senate bill is the reverse referendum language found in the House bill.

The Senate is expected to debate and vote on their tax bill on Monday and there is no doubt that a conference committee will be required to work out the differences between the House and Senate versions.

Click here for links to the individual [House](#) and [Senate](#) tax bills.

### **Special Attachments**

Attached to the newsletter this week are two documents generated by the NMMA Legislative Relations Team. Thank you to Bill and Bob for crunching the numbers and creating the documents.

- The attachment titled "Senate Tax Bill LGA Impact for NMMA" presents the Senate Omnibus Tax Bill's proposed LGA increases and their impact on NMMA cities for 2016 and 2017 while highlighting changes in the amounts and percentages for 2016.
- Also attached is a graph presenting ranked tax burdens per capita for NMMA area cities. The tax burden per capita is calculated by adding LGA to the city certified levy and dividing by population.

CAUTION: Be aware, that the Senate LGA proposal faces a difficult future in conference committee so be supportive in your discussions with your Legislators but not overly optimistic.

### **Metropolitan Governance**

Metropolitan Council bills were debated this week in House and Senate Committees.

- [SF1560](#) (Dibble) proposes to establish a Metropolitan governance task force to study and make recommendations to the Legislature by February 1, 2016. The task force will consist of 19 members from a variety of stakeholders including two persons representing suburban mayors. The bill was approved by the Senate State and Local Government Committee, has received a second reading and is awaiting possible debate and a vote on the Senate floor.
- [SF0071](#) (Osmek) sought to require appointed Metropolitan Council members to be approved by the cities they represent as well as provide a method for cities to remove their appointed Metropolitan Council representative.

As reported last week, SF0071 was failed to gain the support of the Senate State and Local Government Committee.

- [HF1525](#) (Loon)/ [SF1647](#) (Dibble) modifies the Metropolitan Council Transportation Advisory Board to include an elected official from the opt-out transit service system. The provision is contained in both the House and Senate omnibus transportation bills and awaits conference committee action to reconcile the differences between the two bills.
- [HF0195](#) (Runbeck) seeks to provide increased legislative oversight of the development and funding of light rail transit. The provision is included in the House omnibus transportation funding bill, but not in the Senate version of the funding bill. The provision's fate will be determined in conference committee.
- Legislation authored by Rep. Uglem ([HF1297](#)) to stagger the terms of Metropolitan Council members, require members be elected city officials and numerous other provisions has made its way through the House and is currently awaiting possible action on the House floor. NMMA supports the provision to stagger council member terms, but has not taken a position on other aspects of the bill.
- [HF0846](#) (McNamara) – Language similar to [HF1835](#) (Runbeck) is contained in section 120 of the House omnibus environment and natural resources funding bill and establishes a Metropolitan Area Water Supply Policy Advisory Committee to assist and approve the Metropolitan Council Master Water Supply Plan and transfers certain Department of Natural Resources authorities to the advisory committee. The bill is currently awaiting conference committee action.

If you have any questions, or if your city has legislation or an issue that we are not aware of, please contact us.

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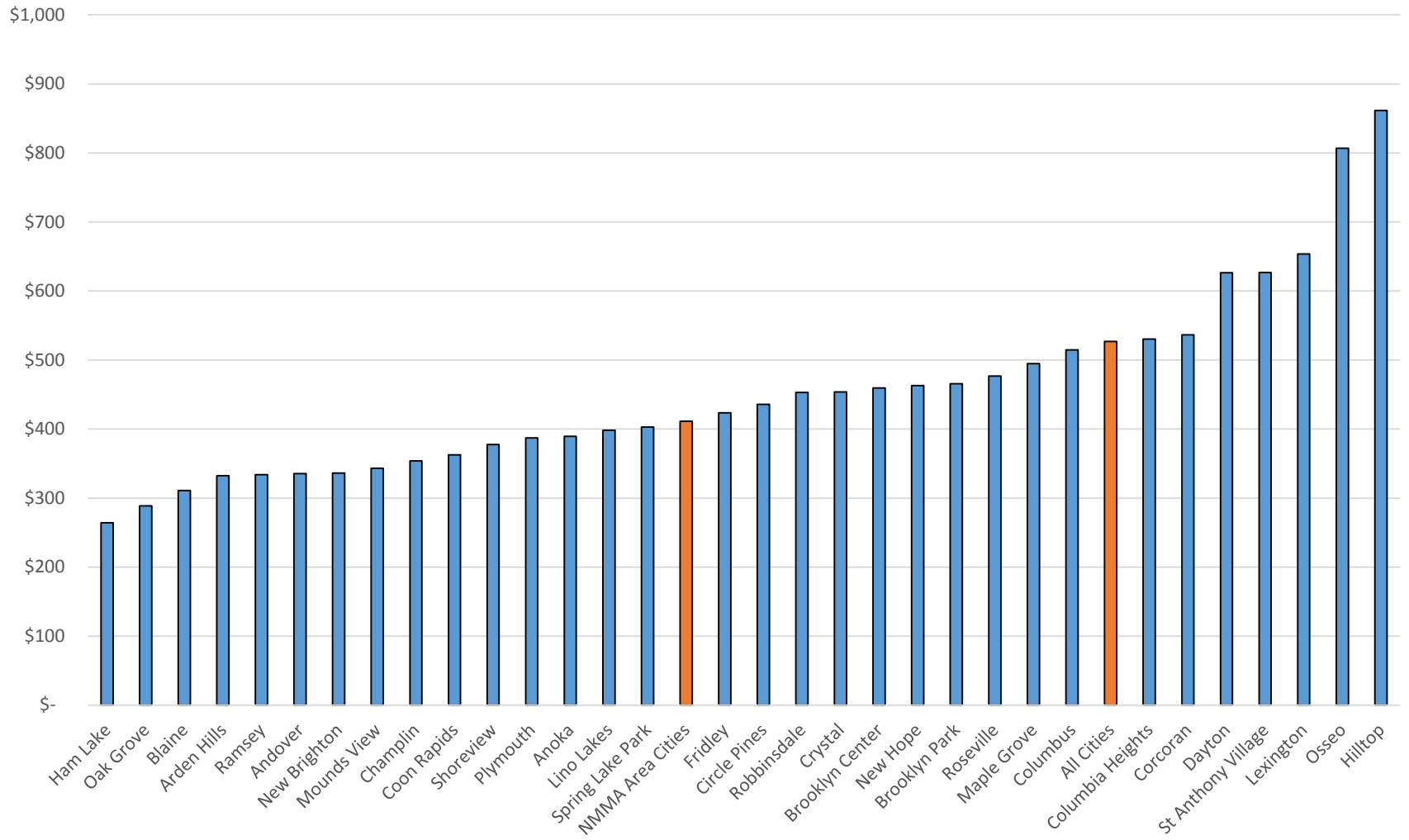
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# 2014 NORTH METRO AREA CITY TAX BURDENS PER CAPITA



## SF 826 PROPOSED 2016 & 2017 NMMA AREA CITY LGA \$\$

CITY NAME	2015 Cerified LGA	Current Law 2016 LGA	2016 Proposed LGA	2016 Proposed vs Current Law	2016 % Change	2017 Proposed LGA	LGA Change 2017 vs 2016
ANDOVER	\$ -	\$ 2,698	\$ 20,884	\$ 18,186	674%	\$ 61,393	\$ 40,509
ANOKA	\$ 1,649,886	\$ 1,679,068	\$ 1,875,736	\$ 196,668	12%	\$ 2,092,286	\$ 216,550
ARDEN HILLS	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
BLAINE	\$ 28,339	\$ 31,064	\$ 49,428	\$ 18,364	59%	\$ 92,386	\$ 42,958
BROOKLYN CENTER	\$ 1,494,152	\$ 1,534,144	\$ 1,803,664	\$ 269,520	18%	\$ 2,100,670	\$ 297,006
BROOKLYN PARK	\$ 1,139,285	\$ 1,194,603	\$ 1,567,414	\$ 372,811	31%	\$ 1,993,656	\$ 426,242
CHAMPLIN	\$ 230,160	\$ 233,635	\$ 257,056	\$ 23,421	10%	\$ 295,201	\$ 38,145
CIRCLE PINES	\$ 339,803	\$ 346,027	\$ 387,968	\$ 41,941	12%	\$ 436,308	\$ 48,340
COLUMBIA HEIGHTS	\$ 1,491,541	\$ 1,517,551	\$ 1,692,841	\$ 175,290	12%	\$ 1,892,454	\$ 199,613
COLUMBUS	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
COON RAPIDS	\$ 1,074,756	\$ 1,118,313	\$ 1,411,859	\$ 293,546	26%	\$ 1,748,673	\$ 336,814
CORCORAN	\$ 10,908	\$ -	\$ -	\$ -	NA	\$ -	\$ -
CRYSTAL	\$ 1,681,036	\$ 1,691,894	\$ 1,765,069	\$ 73,175	4%	\$ 1,855,759	\$ 90,690
DAYTON	\$ 28,424	\$ 29,712	\$ 38,392	\$ 8,680	29%	\$ 50,565	\$ 12,173
FRIDLEY	\$ 1,315,477	\$ 1,350,008	\$ 1,582,776	\$ 232,768	17%	\$ 1,834,125	\$ 251,349
HAM LAKE	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
HILLTOP	\$ 141,379	\$ 142,647	\$ 151,187	\$ 8,540	6%	\$ 160,800	\$ 9,613
LEXINGTON	\$ 391,592	\$ 394,235	\$ 412,041	\$ 17,806	5%	\$ 432,362	\$ 20,321
LINO LAKES	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
MAPLE GROVE	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
MOUNDS VIEW	\$ 655,531	\$ 666,798	\$ 742,709	\$ 75,911	11%	\$ 825,231	\$ 82,522
NEW BRIGHTON	\$ 554,412	\$ 574,253	\$ 707,964	\$ 133,711	23%	\$ 858,742	\$ 150,778
NEW HOPE	\$ 595,055	\$ 616,169	\$ 758,465	\$ 142,296	23%	\$ 918,437	\$ 159,972
OAK GROVE	\$ 90,619	\$ 95,292	\$ 126,787	\$ 31,495	33%	\$ 167,343	\$ 40,556
OSSEO	\$ 636,839	\$ 617,944	\$ 617,944	\$ -	0%	\$ 618,257	\$ 313
PLYMOUTH	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
RAMSEY	\$ 110,352	\$ 111,305	\$ 117,725	\$ 6,420	6%	\$ 135,646	\$ 17,921
ROBBINSDALE	\$ 1,619,093	\$ 1,706,063	\$ 1,854,201	\$ 148,138	9%	\$ 2,022,125	\$ 167,924
ROSEVILLE	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
SAINT ANTHONY	\$ 505,415	\$ 523,019	\$ 641,663	\$ 118,644	23%	\$ 773,415	\$ 131,752
SHOREVIEW	\$ -	\$ -	\$ -	\$ -	NA	\$ -	\$ -
SPRING LAKE PARK	\$ 323,491	\$ 335,223	\$ 414,292	\$ 79,069	24%	\$ 502,252	\$ 87,960
NMMA AREA CITIES	\$ 16,107,545	\$ 16,511,665	\$ 18,998,065	\$ 2,486,400	15%	\$ 21,868,086	\$ 2,870,021
ALL MN CITIES TOTAL	\$ 516,898,012	\$ 519,398,012	\$ 540,940,079	\$ 21,542,067	4%	\$ 564,982,145	\$ 24,042,066