

CITY OF SPRING LAKE PARK  
1301 81<sup>ST</sup> AVENUE N.E.  
AGENDA  
**TUESDAY, FEBRUARY 17, 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 – February 2, 2015
  - B. Disbursements:
    1. General Operations Disbursement Claim No. 15-01 – \$302,526.31
    2. Liquor Fund Disbursement Claim No. 15-02 - \$148,797.90
  - C. Budget to Date/Statement of Fund Balance – January 31, 2015
  - D. Contractor’s Request for Payment No. 3/Final – Visu-Sewer, Inc.
  - E. Contractor’s Request for Payment No. 4/Final – Visu-Sewer, Inc.
  - F. Contractor’s Request for Payment No. 3/Final – Insituform Technologies USA
  - G. Business License
  - H. Correspondence
7. POLICE REPORT
8. PARKS AND RECREATION REPORT
9. ORDINANCES AND RESOLUTIONS
  - A. Resolution No. 15-04 Authorizing Membership in the 4M Fund
  - B. Resolution No. 15-05 Amending the List of Official Depositories for the City of Spring Lake Park
10. NEW BUSINESS
  - A. Connectivity Services Agreement to Participate in ConnectAnokaCounty
11. ENGINEER’S REPORT
12. ATTORNEY’S REPORT
13. BEYOND THE YELLOW RIBBON REPORT
14. OTHER
15. 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 February 2, 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: Public Works Director Randall; Attorney Carson; Engineer Gravel; Parks and Recreation Director Rygwall; Administrator Buchholtz; and Executive Assistant Gooden

Visitors:

Olivia Alveshere, ABC Newspaper  
Kristi Riley, Barna, Guzy and Steffan, LTD., 200 Coon Rapids Boulevard,  
Coon Rapids  
Steve Fellows, Spring Crest Estates Homeowners' Association, 554 78<sup>th</sup> Avenue NE  
Bill Tschida, St. Paul Water Regional Water Works Authority  
Gerald Maeckelbergh, North Suburban Hospital District  
Mike Bultman, Sambatek Engineering

### 3. Pledge of Allegiance

4. Additions or Corrections to Agenda - None

5. Discussion From The Floor – None

### 6. Presentation

#### A. Senator Alice Johnson and Representative Jerry Newton

Senator Johnson reported that there is a \$1 billion surplus this year and there are many needs. She stated that some of those needs include transportation and education. She informed residents that is actively involved on the Education Committee and urged residents to contact her with any issues that they would like addressed this session.

Representative Newton stated that he will be working hard on the education bill and with the school districts to avoid levy limits to the residents this session.

Administrator Buchholtz stated the City's opposition to levy limits. He stated that levy limits is a "one size fits all" policy that does not take into account the needs of an individual city. He stated it makes budgeting and decision making significantly harder.

Councilmember Nelson stated that he would like to see a bill that allows cities to legally set up a utility account to raise money for road construction projects, thereby avoiding special assessments and franchise fees.

Senator Johnson agreed the importance of taking care of the roads to avoid future problems and hardships. She inquired if a bill has already been introduced. Councilmember Nelson stated that in the past it has been introduced but never carried any further. Both Senator Johnson and Representative Newton asked for additional information.

7. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes –January 20, 2015
- B. Budget to Date/Statement of Fund Balance-December 2014
- C. Business Licenses
- D. Contractor’s Licenses
- E. Correspondence

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

8. Public Works Report

Public Works Director Randall reported that the Public Works city crews have been patching potholes along 81<sup>st</sup> Avenue; performing daily maintenance at the skating rinks; trimming trees along the snow plow route and installed the aerator in Spring Lake due to low oxygen levels. He reported that the city crews plowed one time and salted three times in the month of January and repaired three water main breaks. He noted that the areas of the water main break are being monitored daily and the work at the Cemstone building is progressing nicely.

9. Ordinances and Resolutions

A. Amendment to Interim Ordinance No. 411

Administrator Buchholtz reported that the City Council adopted Ordinance 404, An Interim Ordinance to Permit Study and Amendments to the Official Controls within the City of Spring Lake Park, on December 16, 2014. He stated that the ordinance prohibits development of vacant land, or redevelopment of land, within the commercial and industrial zoned properties of Spring Lake Park.

Administrator Buchholtz stated that at the City Council workshop on January 20, 2015, the City Council came to a consensus that the scope of the interim ordinance should be expanded to prohibit amendments to the comprehensive plan and the zoning code during the period of the moratorium. He noted that Ordinance 411 would add language expanding the scope of the moratorium to prohibit amendments to the comprehensive plan or zoning code during the one-year moratorium.

MOTION BY COUNCILMEMBER MASON APPROVING AMENDMENT TO INTERIM ORDINANCE NO. 11. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Resolution 15-03 Approving a Planned Unit Development, Special Use Permit and Site Plan for the Unity Hospital Campus Addition, 525 Osborne Road NE

Administrator Buchholtz reported that the North Suburban Hospital District submitted applications for a planned unit development, special use permit and site plan approval for a medical office building at 525 Osborne Road NE. He reported that a public hearing on the planned unit development and special use permit was held at the January 26, 2015 Planning and Zoning Meeting. Representatives from the North Suburban Hospital District and the St. Paul Water Works were present to address the details of the application and to answer questions from the Commission, staff and the public.

Administrator Buchholtz reported that the property was rezoned from R-6, Elderly and Handicap Housing District, to C-3, Office Commercial District, on December 4, 2014. He stated that the project was specifically excepted from the commercial/ industrial development moratorium approved by the City Council on December 15, 2014.

Administrator Buchholtz stated the public hearing was very informative and the only change the Planning and Zoning Commission made to the staff recommendation was to require the building owner to restore all grades and landscaping in the utility and drainage easement upon completion of the utility portion of the project. He stated that this was based on the feedback the Planning and Zoning Commission received from the Spring Crest Estates Homeowner's Association.

Administrator Buchholtz reported that the Planning and Zoning Commission recommends approval of the planned unit development and special use permit with the following conditions:

1. Parking will be provided to adequately serve the intended use of the building. If parking shortages become a problem in judgment of the city building official, the owner of the building will be required to solve the problem by modifying or reducing the use of the building or providing more parking for the building, or other means acceptable to the City.
2. There will be handicapped parking spaces providing on all three sides of the building, at least one for each entrance to the building.
3. The building owner will install the landscaping and build and maintain the fence as shown on the north lot line on the site development plans dated January 8, 2015.
4. The building owner will restore all grades and landscaping on the city's 30 foot wide utility and drainage easement in the Spring Crest Estates subdivision according to a plan to be approved by the City Council in consultation with the City Engineer, City Planner and Spring Crest Estates Homeowners' Association.
5. Impervious surface coverage on the lot shall not exceed the City's maximum limit of 75%.
6. Parking lot and building (windows/entry points) shall be illuminated; the building shall have an alarm system covering windows and doors; and the building shall have an internal panic alarm for use during business hours.
7. Site Plan approval shall be contingent upon approval of final site and utility construction plans by the Public Works Director and City Engineer. Final review of the site and utility construction plans will include a review of water main fittings, valves, hydrants, etc., utility connection locations, patching details and other related items.
8. As part of the final plan preparation for site and utility construction plans, a detailed survey of the proposed off-site storm sewer and water main alignment shall be completed. The survey shall include locating easement lines and an existing tree inventory.
9. Sewer, water and drainage facilities within the site shall be considered "private" facilities. The City will not be responsible for maintenance of the private facilities.

10. The existing bituminous trail along the south side of the site shall be replaced between the west and east edges of the property.
11. Building owner shall submit drainage calculations providing evidence that the project meets the requirements of the city's local surface water management plan.
12. Site and construction shall meet the requirements of the Coon Creek Watershed District (CCWD) and be approved by the City Engineer.
13. Prior to starting construction, applicant shall provide the city with a copy of the maintenance agreement negotiated with the CCWD. Applicant shall also provide evidence that maintenance agreement has been properly recorded.
14. Applicant should review snow storage and snow storage requirements with an emphasis on making sure that snow storage will not encroach on neighboring properties.
15. Prior to beginning site construction, a Development Agreement must be executed for the project.
16. Any changes to the site plan shall be processed as an amendment to the PUD and approved by the City Council.
17. Applicant shall satisfy conditions outlined by Anoka County Transportation Division in its letter dated January 29, 2015 to the satisfaction of the City Engineer and the City Administrator.

Mayor Hansen stated that she would like reassurance that there will not be any storm water drainage issues with the proposed project. Engineer Gravel stated that the North Suburban Hospital District will be required to follow the conditions of the Coon Creek Watershed District and that the Coon Creek Watershed District has already approved storm water plans for the project that have been submitted. Mr. Gravel stated that there is concern with discharge drainage and it is an issue that has been raised that needs to be looked at more in depth.

Chairperson Maeckelbergh addressed the Council stating that since the proposed parking lot will be used in conjunction with the Osborne Apartments through a parking agreement for visitor parking during off peak times, the fence along the north lot line may not be required as previously planned and would be replaced with a sidewalk.

Councilmember Mason inquired if vehicles from Osborne Apartments are parked overnight, who will be monitoring the vehicles. Chair Maeckelbergh stated that a parking agreement will be worked out between Unity Hospital security and Osborne Apartments.

Councilmember Mason inquired how the facility affects the St. Paul Water Works easement. Bill Tschida, St. Paul Water Regional Water Works Authority, stated that the St. Paul Waterworks has a 60' Right of Way easement crossing the front of the property with two main water main conduits running below the surface. He stated that the conduit has been in place since 1923. He stated that 80% of the volume of raw water utilized by the City of St. Paul flows through this conduit from the river. He reported that a compromise has been reached with the North Suburban Hospital District and the plans will be revised to require concrete aprons at the driveway entrances. He stated that the concrete reinforcements would be similar to those that were required in the city street projects.

Engineer Gravel inquired on the comments received from Anoka County and the significant traffic concerns that they have with the project. Mike Bultman, Sambatek Engineering, stated that the comments from Anoka County were just received and he was surprised at the turn lane requirements, which was not included in the original plans. He stated that Anoka County is requiring an additional 17 feet of right of way that will overlap onto the water works easement.

Mr. Gravel inquired on the storm water process that has been proposed. Mr. Bultman stated that they have met with the Coon Creek Watershed District and the proposed drainage system meets the requirements set by the Watershed District.

Councilmember Nelson stated that he has significant concerns with the drainage system and possible flooding to upstream residents. He stated that the City has worked hard to control flooding and often times the manhole covers overflow with too much water passing through. He stated he feels that City staff needs to review the drainage plans and the request should be tabled until further investigation and research.

Mr. Bultman spoke stating that the drainage system that is being proposed is a typical system and other communities have not been affected or had any major concerns. He stated that models have been used and in fact, the proposed system will reduce the property's impact on the current drainage system in the City.

Attorney Kristi Riley, Barna, Guzy and Steffan LTD., addressed the Council and stated that she is very disappointed that the drainage issues and comments from Anoka County are being addressed so late in the process. She stated that the purchase agreement on this property was signed in March 2013 and the Hospital District is due to close on the property within days. She stated that the agreement has been extended twice already and it likely cannot be delayed any more. She stated that it was her understanding that all conditions of the request had been addressed prior to this meeting.

Attorney Carson questioned how quickly the concerns of Anoka County could be addressed and if a two week period would be an acceptable amount of time. Mr. Gravel stated that a more reasonable period is two to four weeks to respond to review drainage issues. He stated that it is not uncommon for drainage issues to arise as projects proceed and for City staff to respond. He feels that the City does not need to respond the concerns of Anoka County since the City would not be involved in those specific plans.

Administrator Buchholtz stated that the request from the North Suburban Hospital District was received on January 8, 2015 therefore; the request is still within the 60-day window. He inquired if the drainage issue could be made a condition in the resolution, which would allow the North Suburban Hospital District to close on the property. Mr. Gravel stated that it would be enough time; however, he is unsure of the drainage on neighboring streets and unsure of wading of water in certain areas nearby.

Chairperson Maeckelbergh addressed the Council stating how important this project is for the community and the development of Unity Hospital. He stated that a large amount of money is being invested in this project and if the North Suburban Hospital District were not investing the property, there would be no development on this piece property. He expressed his disappointment in the delays the City Council is proposing and those of Anoka County. He stated that they are willing to work with everyone and meet the conditions to make this project work for everyone.

Mayor Hansen recessed the meeting at 8:15 PM. to allow staff to confer with the applicant.

Mayor Hansen reconvened the meeting at 8:30 PM.

Administrator Buchholtz reported that an additional condition will be added to Resolution 15-03 stating: Applicant shall satisfy conditions outlined by the Anoka County Transportation Division in its letter dated January 29, 2015 to the satisfaction of the City Engineer and the City Administrator. He requested that condition number 12 be amended to include the approval of City Engineer.

Attorney Carson stated that the applicant could now move ahead with the closing of the property. He stated that there was a misunderstanding of communication with the North Suburban Hospital District, Anoka County and the City Engineer regarding the letter received from Anoka County. He stated that it is doubtful that the 17 foot of additional right of way will be an issue.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 15-03 APPROVING A PLANNED UNIT DEVELOPMENT, SPECIAL USE PERMIT AND SITE PLAN FOR THE UNITY HOSPITAL ADDITION, 525 OSBORNE ROAD NE, SPRING LAKE PARK. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 10. New Business

##### A. Traffic Education Program

Police Chief Ebeltoft provided an update to the Traffic Education Program or “TEP. He stated that on December 16, 2013, the Mayor and City Council adopted Resolution 13-31 on the recommendation of Chief Ebeltoft and staff authorizing the City Attorney to establish the Traffic Education Program and to develop a “Traffic Education Program Fund” in the general budget for accounting purposes.

Chief Ebeltoft stated that at that time due to pending litigation of class action lawsuit, it was decided to hold off implementing “TEP” and not subject the City of Spring Lake Park to any undue litigation until further information was received about the pending lawsuit. He reported that since this time he has been corresponding with the Spring Lake Park City Attorney’s Office regarding this litigation.

Chief Ebeltoft reported that there has been a new development into this pending litigation, with a court decision that the alleged class action lawsuit did not meet the criteria to be classified as a class action and this decision was upheld by the Court of Appeals. He stated that since this decision eliminated litigation exposure to the City, it is the recommendation of the City Attorney’s Office that the City of Spring Lake Park implement the Traffic Education Program.

Attorney Carson commented that our program is different from that of Wabasha County’s program and sees no need to delay the implantation of our program any longer. He stated he is comfortable with reaffirming Resolution 13-31 Establishing a Traffic Education Fund.

MOTION BY MAYOR HANSEN REAFFIRMING RESOLUTION 13-31 ESTABLISHING A TRAFFIC EDUCATION PROGRAM. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

##### B. Authorize Preparation and Bidding – 2015 Seal Coat and Crack Repair Project

Engineer Gravel reported that as part of the ongoing street maintenances, the City completes an annual street maintenance project consisting of crack repair and seal coating. He stated that the seal coating includes placing bituminous emulsion and small aggregate on the street surface.

Mr. Gravel stated that the street system history has been reviewed the Public Works Director to establish priority streets for crack seal and seal coat treatment in 2015. He stated that the target streets to be completed include the following:

- 81<sup>st</sup> Avenue North from Able to Pleasant
- Garfield Street and Hays Street

- Middletown Road and Frontage Road
- Sanburnol Drive

Mr. Gravel stated the estimated construction cost is less than \$100,000 and the project schedule includes receiving bids and considering award of construction contract in March with construction this summer.

MOTION BY COUNCILMEMBER NELSON TO AUTHORIZE PREPARATION AND BIDDING 2015 SEAL COAT AND CRACK REPAIR PROJECT. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Authorize Preparation and Bidding – 2015 Sewer Lining Project

Engineer Gravel reported that in 2012 the City Council asked the Public Works Director and Engineering to develop a long-term plan for sanitary sewer lining. He stated that he and Mr. Randall reviewed the priority sewer repair areas in the city and established a seven to ten year lining program. He stated the lining program places a priority on the larger diameter sewers and on the areas where older sewer and higher ground water are known to exist. The seven to ten year program is set up to keep the annual lining projects within a cost range of \$150,000 to \$200,000.

Mr. Gravel reported the proposed 2015 work includes 5,775 feet of sewer lines in the following streets/areas:

- Area behind mobile home park
- Across Highway 10
- 83<sup>rd</sup> Avenue NE, and
- Westwood Road NE

Mr. Gravel stated the estimated construction cost of the 2015 sewer-lining project is \$170,000. He stated that if the City would like to take the next step in the project, it is requested that the City Council order preparation of plans and specifications and authorize bidding for the 2015 Sanitary Sewer Lining Project. He stated that bid results will be presented to the Council for approval in March.

Mr. Randall commented that work needs to be done with trimming of trees and brush in the mobile home park to gain access to the sewer line and manholes. He stated that the mobile home park has been notified.

MOTION BY COUNCILMEMBER MASON TO AUTHORIZE PREPARATION AND BIDDING 2015 SEWER LINING PROJECT. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Attorney's Report – None

12. Reports

Councilmember Wendling commented on his attendance at the Newly Elected Officials Training. He stated that it was very informational and beneficial.

13. Other

A. Administrator Reports - None

B. Joint City Council/Planning and Zoning Commission Workshop – February 9, 2015 at 6:30 PM

Mayor Hansen stated that a joint City Council and Planning and Zoning Commission is scheduled for February 9, 2015. She stated the Planning Consultant would attend as well.

C. City Hall Closed – February 16, 2015 for President’s Day Holiday

Mayor Hansen reminded everyone that City Hall will be closed on Monday, February 16, 2015 in observance of the President’s Day.

15. Adjourn

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

The meeting was adjourned at 8:45 P.M.

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Cindy Hansen, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer

CITY OF SPRING LAKE PARK  
 CLAIMS APPROVED AND PAID  
 GENERAL OPERATIONS

Date: JANUARY 2015

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Claim Res.#15-01

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57017	WILLIAM ANDERL	4TH QTR SAFETY PROGRAM	\$ 800.00
57018	COTTENS INC	BATTERY	\$ 99.27
57019	DONNA BUTLER	REFUND	\$ 100.00
57020	ECM PUBLISHERS, INC.	PUBLISH AERATION NOTICE	\$ 56.25
57021	KRAUS HARTIG VFW #6587	GAMBLING TAX REFUND	\$ 528.49
57022	LEE'S HEATING & AIR	SERVICE CALL	\$ 100.00
57023	LYNN GASPARRO	REFUND	\$ 200.00
57024	MANSFIELD OIL COMPANY	FUEL	\$ 2,935.54
57025	MINNESOTA SAFETY COUNCIL	DEFENSIVE DRIVING CLASS	\$ 527.00
57026	PETTY CASH	REIM PETTY CASH	\$ 160.30
57027	SHRED-IT USA LOS ANGELES	SHREDDING SERVICE	\$ 70.23
57028	SLP DIST 16 YOUTH HOCKEY ASS'N	GAMBLING TAX REFUND	\$ 174.83
57029	SPRING LAKE PARK LIONS	GAMBLING TAX REFUND	\$ 4,447.94
57030	KENNETH A. TOLZMANN, SAMA	4TH QTR ASSESSING SERVICES	\$ 8,817.50
57031	WALTERS RECYCLING REFUSE SERV	DEC SERVICE	\$ 343.11
57032	XCEL ENERGY	MONTHLY SERVICE	\$ 51.75
57033	DELTA DENTAL	PAYROLL 1/9/15	\$ 1,428.75
57034	P.E.R.A.	PAYROLL 1/9/15	\$ 15,633.76
57035	L.E.L.S.	PAYROLL 1/9/15	\$ 225.00
57036	LOCAL 49	PAYROLL 1/9/15	\$ 99.00
57037	NCPERS MINNESOTA-7750811	PAYROLL 1/9/15	\$ 48.00
57038	AMERICAN FUNDS SERVICE CO	PAYROLL 1/9/15	\$ 50.00
57039	HEALTH PARTNERS	PAYROLL 1/9/15	\$ 10,751.19
57040	DEARBORN NATIONAL	PAYROLL 1/9/15	\$ 489.31
57041	FIDELITY SECURITY LIFE	PAYROLL 1/9/15	\$ 51.29
57042	AFLAC	PAYROLL 1/9/15	\$ 46.80
57043	AMERICAN MESSAGING	ANNUAL PAGER SERVICE	\$ 35.88
57044	ANOKA COUNTY CHIEFS OF POLICE	MEMBERSHIP & MEETING EXPENSES	\$ 140.00
57045	CHARLENE DICKERSON	REFUND	\$ 200.00
57046	COORDINATED BUSINESS SYSTEMS	COPIER MAINT	\$ 874.48
57047	CRABTREE COMPANIES	ANNUAL CONTRACT	\$ 1,040.00
57048	EMBEDDED SYSTEMS, INC	6 MONTH SIREN MAINT	\$ 527.16
57049	FERGUSON WATERWORKS	PARTS	\$ 2,612.44
57050	G & K SERVICES	MATS	\$ 69.22
57051	KATHY PEACOCK	REFUND	\$ 5.00
57052	LEAGUE OF MN CITIES	REGISTRATION-K WENDLING	\$ 315.00
57053	M.A.S.S.	MEMBERSHIP RENEWAL	\$ 25.00
57054	M.R.P.A.	MEMBERSHIP RENEWAL	\$ 277.00
57055	METROPOLITAN COUNCIL	JAN & FEB WASTEWATER CHARGES	\$ 75,669.84
57056	MN CHIEFS OF POLICE ASSN	MEMBERSHIP RENEWAL	\$ 230.00
57057	MUNICI-PALS	MEMBERSHIP RENEWAL	\$ 25.00
57058	NORTH METRO MAYORS ASSOC	MEMBERSHIP RENEWAL	\$ 2,500.00
57059	NORTHERN GREEN EXPO	REGISTRATION-S COYLE, T RANDALL	\$ 50.00
57060	PRIME ADVERTISING & DESIGN INC	RECYCLING POSTCARD	\$ 594.67
57061	SLP FIRE DEPARTMENT	JAN FIRE PROTECTION, 1/2 CAPITAL	\$ 25,765.79

CITY OF SPRING LAKE PARK  
CLAIMS APPROVED AND PAID  
GENERAL OPERATIONS

Date: JANUARY 2015

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Claim Res.#15-01

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57062	ALLEGRA PRINT & IMAGING	UBILLS & ENVELOPES	\$ 939.84
57063	ANOKA COUNTY	800 MHZ RADIO REMOTE SPEAKER	\$ 66.75
57064	ASPEN MILLS	UNIFORM ALLOWANCE PURCHASE	\$ 805.66
57065	BATTERIES PLUS BULBS	BATTERIES	\$ 8.99
57066	CARDIAC SCIENCE	ELECTRODES & DEFIB PADS	\$ 227.78
57067	CENTERPOINT ENERGY	MONTHLY SERVICE	\$ 4,108.87
57068	COMMUNITY EDUCATION	USE OF KITCHEN & STAFF	\$ 433.00
57069	CONNEXUS ENERGY	MONTHLY SERVICE	\$ 12.96
57070	COORDINATED BUSINESS SYSTEMS	STAPLES, MAINT AGREEMENT	\$ 556.44
57071	ECM PUBLISHERS, INC.	PUBLISH ORDINANCES	\$ 292.50
57072	CITY OF FRIDLEY	SUMMER & FALL TRIPS	\$ 1,419.14
57073	GOPHER STATE ONE-CALL INC	DEC LOCATES	\$ 29.20
57074	IDC AUTOMATIC	INSTALL RECEIVER,COIL CORD, WIRES	\$ 1,344.30
57075	INSTRUMENTAL RESEARCH INC	DEC WATER TESTING	\$ 64.00
57076	GARY KING	REIM UNIFORM ALLOWANCE PURCHASE	\$ 175.49
57077	LEAGUE OF MN CITIES INS TRUST	WC DEDUCTIBLE-J ANTOINE	\$ 127.46
57078	CITY OF MINNEAPOLIS	NOV LINCOLN PAWN TRANSACTIONS	\$ 257.40
57079	PERFECT 10 CAR WASH	CAR WASHES	\$ 6.93
57080	POSITIVE ID INC	ID CARD-M MALONEY	\$ 32.85
57081	RJM PRINTING	NAME PLATES	\$ 101.25
57082	VALLEY-RICH CO., INC.	WATERMAIN BREAK MANOR & UNIV	\$ 9,523.04
57083	WASTE MANAGEMENT-BLAINE MN	DEC SERVICE	\$ 7,297.20
57084	XCEL ENERGY	MONTHLY SERVICE	\$ 10,631.16
57085	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	\$ 7,405.00
57086	CONNEXUS ENERGY	MONTHLY SERVICE	\$ 211.88
57087	S & T OFFICE PRODUCTS	OFFICE SUPPLIES	\$ 143.88
57088	STANTEC	ENGINEERING SERVICES	\$ 10,624.20
57089	TOLL GAS & WELDING SUPPLY	OXYGEN CYLINDER	\$ 30.42
57090	JOHN ANGELL	REIM FOR MILEAGE	\$ 49.61
57091	ASPEN MILLS	UNIFORM ALLOWANCE PURCHASE	\$ 79.51
57092	BECKER ARENA PRODUCTS INC	TENNIS NETS	\$ 156.99
57093	JIM BERNER	VALENTINE LUNCHEON ENTERTAINMENT	\$ 150.00
57094	BROOKLYNAIRE HEATING & COOLING	INSTALL KITCHEN EXHAUSTER-LL PUB	\$ 3,940.00
57095	COON RAPIDS CHRYSLER	PARTS	\$ 25.37
57096	COTTENS INC	BATTERY	\$ 117.32
57097	PEGGY DECKER	INSTRUCTOR	\$ 50.00
57098	DELTA DENTAL	FEB DENTAL-M MALONEY	\$ 122.00
57099	ECM PUBLISHERS, INC.	PUBLISH ORDINANCES, BUDGET SUMMARY	\$ 3,076.90
57100	ENGBERG PLUMBING INC	PLUMBING-PW BUILDING	\$ 7,570.00
57101	FERGUSON WATERWORKS	LOCATOR, RECLAIBRATE GAS DETECTOR	\$ 1,115.00
57102	G & K SERVICES	MATS	\$ 69.22
57103	GOPHER STATE ONE-CALL INC	ANNUAL FEE	\$ 100.00
57104	HOLIDAY INN	OUTING DEPOSIT	\$ 250.00
57105	MANSFIELD OIL COMPANY	FUEL	\$ 1,015.85
57106	JILL MASON	INSTRUCTOR	\$ 190.00

CITY OF SPRING LAKE PARK  
 CLAIMS APPROVED AND PAID  
 GENERAL OPERATIONS

Date: JANUARY 2015

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Claim Res.#15-01

<u>VOUCHER VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
57113	STATE OF MN-DEPT OF PUBLIC SAFETY	HAZARDOUS CHEMICAL INVENTORY FEE \$ 125.00
57114	TWIN CITIES E MEDIA	100 HR BLOCK I.T. SERVICES \$ 6,000.00
57115	UNIVERSITY OF MINNESOTA	REGISTRATION-BETZ,DEBOER,RANDALL \$ 555.00
57116	WALTERS RECYCLING REFUSE SERV	JAN SERVICE \$ 355.23
57117-57129	VOID	VOID \$ -
57130	ANOKA CO TREASURY DEPT	BACKGROUND CHECKS \$ 16.88
57131	ANOKA COUNTY	4TH QTR STATE ACCESS FEE \$ 450.00
57132	ASPEN MILLS	UNIFORM ALLOWANCE PURCHASE \$ 260.79
57133	CITY OF BLAINE	4TH QTR BLAINE WATER USED \$ 371.59
57134	BUREAU OF CRIM APPREHENSION	4TH QTR DATA SERVICES \$ 390.00
57135	H & L MESABI INC	HARDENED BLADES \$ 1,162.50
57136	INFRATECH, INC.	LATERAL GROUTING LINING PROJECT \$ 11,517.00
57137	LAW ENFORCEMENT TARGETS	GUN RANGE SUPPLIES \$ 294.51
57138	MINNESOTA STATE TREASURER	4TH QTR SURCHARGES \$ 460.16
57139	MN CHIEFS OF POLICE ASSN	PERMITS TO ACQUIRE \$ 31.90
57140	U.S.T.I.	DEC EBILL FEES \$ 27.68
57141	VALLEY-RICH CO., INC.	WATERMAIN BREAK MANOR & UNIV \$ 313.44
57142	WELLS FARGO CREDIT CARD	CREDIT CARD PURCHASES \$ 11,663.32
57143	BECKY KINSEY	REFUND \$ 35.00
57144	COMMERS PRINTING INC	ENVELOPES, LETTERHEAD, BUSINESS CARDS \$ 822.00
57145	CROW WING TRANSPORT	REPAIRS \$ 979.88
57146	GREEN MILL	OUTING DEPOSIT \$ 100.00
57147	HACH COMPANY	CHEMICALS \$ 859.19
57148	M.R.P.A.	REGISTRATION-B DEBOER \$ 555.00
57149	MUSKA LIGHTING CENTER	LIGHTS \$ 73.75
57150	STATE OF MINNESOTA	RENEW NOTARY COMMISSION-ANDERSON \$ 120.00
57151	U.S. POSTMASTER	POSTAGE FOR RECYCLING MAILER \$ 429.74
57152	CATHI WEBER	INSTRUCTOR \$ 120.00
57153	WIPERS AND WIPES INC	PAPER PRODUCTS, CLEANING PRODUCTS \$ 1,029.97
57154	AFLAC	PAYROLL 1/16/15 \$ 46.80
57155	AMERICAN FUNDS SERVICE CO	PAYROLL 1/16/15 \$ 50.00
57156	DEARBORN NATIONAL	PAYROLL 1/16/15 \$ 489.31
57157	DELTA DENTAL	PAYROLL 1/16/15 \$ 1,428.75
57158	FIDELITY SECURITY LIFE	PAYROLL 1/16/15 \$ 51.29
57159	HEALTH PARTNERS	PAYROLL 1/16/15 \$ 10,751.19
57160	L.E.L.S.	PAYROLL 1/16/15 \$ 225.00
57161	LOCAL 49	PAYROLL 1/16/15 \$ 99.00
57162	NCPERS MINNESOTA-7750811	PAYROLL 1/16/15 \$ 48.00
57163	P.E.R.A.	PAYROLL 1/16/15 \$ 16,070.29
<b>TOTAL DISBURSEMENTS</b>		<b>\$ 302,526.31</b>



CITY OF SPRING LAKE PARK  
CLAIMS APPROVED AND PAID

DATE: JANUARY 2015  
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CLAIMS RES: 15-02

FUND: LIQUOR OPERATIONS

<u>VOUCHER</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
25398	DEARBORN NATIONAL	PAYROLL 12/28/14-1/10-15	\$ 74.75
25399	DELTA DENTAL	PAYROLL 12/28/14-1/10-15	\$ 103.65
25400	FIDELITY SECURITY LIFE	PAYROLL 12/28/14-1/10-15	\$ 3.13
25401	HEALTH PARTNERS	PAYROLL 12/28/14-1/10-15	\$ 769.53
25402	MN TEAMSTER	PAYROLL 12/28/14-1/10-15	\$ 54.00
25403	PERA	PAYROLL 12/28/14-1/10-15	\$ 644.63
		PAYROLL 12/21/14-1/3/15	\$ 666.94
25404	CENTER POINT ENERGY	GAS SERVICE	\$ 232.10
25405	CITY OF SPRING LAKE PARK	WATER SERVICE	\$ 97.34
25406	CULLIGAN	BOTTLED WATER	\$ 26.40
25407	SILENT WATCHDOG	SECURITY MONITORING	\$ 60.00
25408	WELLS FARGO	ATM REFILL	\$ 5,000.00
25426	AEM ELECTRIC SERVICES	LIGHTING REPAIR	\$ 950.00
25427	AMARA WINES	LIQUOR - WINE PURCHASE	\$ 1,043.52
25428	BEELBOY CORPORATION	LIQUOR PURCHASE	\$ 238.29
25429	CAPITOL BEVERAGE SALES	BEER - JUICE/MIX/POP PURCHASE	\$ 8,925.30
25430	DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 588.90
25431	G & K SERVICES	CHEMICAL PRODUCTS	\$ 88.20
25432	HOHENSTEINS INC	BEER PURCHASE	\$ 426.00
25433	J N JOHNSON FIRE & SAFETY INC	ANNUAL INSPECTION	\$ 196.77
25434	JJ TAYLOR COMPANIES	CREDIT - BEER PURCHASE	\$ 7,893.65
25435	JOHNSON BROTHERS LIQUOR INC	LIQUOR - WINE PURCHASE	\$ 13,434.01
25436	M AMUNDSON LLP	CIGARETTE - JUICE/MIX/POP PURCHASE	\$ 4,533.73
25437	METRO NORTH CHAMBER OF COMMERCE	2015 WINE DINNER	\$ 60.00
25438	PAUSTIS & SON'S	CREDIT - WINE PURCHASE	\$ 1,163.36
25439	PHILLIPS WINE & SPIRITS CO	CREDIT - LIQUOR - WINE PURCHASE	\$ 4,458.10
25440	POPP.COM	TELEPHONE SERVICES	\$ 260.17
25441	RJM DISTRIBUTING INC	BEER PURCHASE	\$ 359.95
25442	SAM'S CLUB	MISC. ITEMS	\$ 9.02
25443	SILENT WATCHDOG	SECURITY MONITORING	\$ 60.00
25444	SOUTHERN WINE & SPIRITS OF MN	LIQUOR PURCHASE	\$ 3,644.16
25445	TWIN CITIES E MEDIA	ADVERTISING	\$ 345.00
25446	WELLS FARGO	CREDIT CARD PAYMENT	\$ 2,017.68
25447	WINE MERCHANTS	WINE PURCHASE	\$ 1,310.00
25448	WIRTZ BEVERAGE MINNESOTA BEER	BEER - LIQUOR - JUICE/MIX/POP PURCHASE	\$ 13,517.05
25449	XCEL ENRGY	ELECTRICITY	\$ 1,662.15
25450	DEARBORN NATIONAL	PAYROLL 1/11/15-1/24/15	\$ 74.75
25451	DELTA DENTAL	PAYROLL 1/11/15-1/24/15	\$ 103.65
25452	FIDELITY SECURITY LIFE	PAYROLL 1/11/15-1/24/15	\$ 3.13
25453	HEALTH PARTNERS	PAYROLL 1/11/15-1/24/15	\$ 769.53
25454	MN TEAMSTER	PAYROLL 1/11/15-1/24/15	\$ 54.00
25455	PERA	PAYROLL 1/11/15-1/24/15	\$ 648.43
		PAYROLL 1/4/15-1/17/15	\$ 576.08
25462	AMERICAN BOTTLING COMPANY	JUICE/MIX/POP PURCHASE	\$ 122.60
25463	ARANGO CIGAR CO	CIGAR PURCHASE	\$ 540.72
25464	BELLBOY CORPORATION	LIQUOR PURCHASE	\$ 2,410.05
25465	CAPITOL BEVERAGE SALES	BEER PURCHASE	\$ 8,082.70
25466	CARTRIDGE WORLD	OPERATING SUPPLIES	\$ 255.49
25467	EXTREME BEVERAGE	JUICE/MIX/POP PURCHASE	\$ 149.10

CITY OF SPRING LAKE PARK  
 CLAIMS APPROVED AND PAID

DATE: JANUARY 2015  
 PAGE 2 OF 3  
 CLAIMS RES: 15-02

FUND: LIQUOR OPERATIONS

<u>VOUCHER VENDOR</u>	<u>EXPLANATION</u>	
25468 FLAHERTYS HAPPY TYME CO	JUICE/MIX/POP PURCHASE	\$ 97.20
25469 HOHENSTEINS	BEER PURCHASE	\$ 624.00
25470 JJ TAYLOR COMPANIES	BEER PURCHASE	\$ 3,344.85
25471 JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE	\$ 6,277.60
25472 MIDWEST COCA-COLA BOTTLING	JUICE/MIX/POP PURCHASE	\$ 144.36
25473 MY ALARM CENTER	PROTECTIVE SERVICE	\$ 164.48
25474 PAUSTIS & SON'S	CREDIT - WINE PURCHASE	\$ 597.02
25475 PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$ 2,510.25
25476 QUALITY REFRIGERATION	CONTRACTUAL SERVICES	\$ 294.59
25477 RITE	OPERATING SUPPLIES	\$ 56.19
25478 SOUTHERN WINE & SPIRITS OF MN	LIQUOR - WINE PURCHASE	\$ 2,618.10
25479 U.S.T.I.	CHECK PRINTING	\$ 260.95
25480 VARNER TRANSPORTATION	FREIGHT	\$ 1,154.60
25481 WHISKEY ADVOCATE	SUBSCRIPTION	\$ 18.00
25482 WIRTZ BEVERAGE MINNESOTA BEER	CREDIT - BEER - LIQUOR - JUICE/MIX/POP	\$ 3,370.01

TRANSFER TO PAYROLL	PAYROLL (1/9/15)	9,379.88
TRANSFER TO PAYROLL	PAYROLL (1/23/15)	8,750.76
	SALES TAX (Dec.)	19,921.00
	OTP TAX (Dec.)	506.35

**TOTAL DISBURSEMENTS \$ 148,797.90**

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: February 11, 2015

TO: Mayor, City Council and Dept. Heads

FROM: Peggy K. Anderson, Accountant



RE: Budget to Date

(as of January 31, 2015)

Attached is the January, 2015 Budget to Date for revenue and expenditures. A strict adherence to the year-to-date ratio would have each expenditure line item with **91.67% remaining**. The overall General Fund ratio is **93.44%**.



# CITY OF SPRING LAKE PARK

## Statement of Revenue and Expenditures

Revised Budget  
For GENERAL FUND (101)  
For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Revenues</b>					
<b>Revenues</b>					
101.00000.31010	CURRENT TAXES	\$ 2,681,846.00	\$ 0.00	\$ 2,681,846.00	0.00 100.00%
101.00000.32110	LIQUOR LICENSES	23,300.00	100.00	23,300.00	100.00 99.57%
101.00000.32179	PAWN SHOP LICENSES	6,252.00	521.00	6,252.00	521.00 91.67%
101.00000.32180	CIGARETTE,DANCE,BINGO,MISC	5,400.00	0.00	5,400.00	0.00 100.00%
101.00000.32181	SIGN PERMITS	5,500.00	1,235.64	5,500.00	1,235.64 77.53%
101.00000.32208	CONTRACTORS LICENSES	6,500.00	395.00	6,500.00	395.00 93.92%
101.00000.32210	BUILDING PERMIT	50,000.00	1,165.25	50,000.00	1,165.25 97.67%
101.00000.32211	BUILDING PERMIT SURCHARGES	2,000.00	33.08	2,000.00	33.08 98.35%
101.00000.32230	PLUMBING PERMIT	4,000.00	180.00	4,000.00	180.00 95.50%
101.00000.32231	PLUMBING PERMIT SURCHARGES	350.00	20.00	350.00	20.00 94.29%
101.00000.32232	HEATING & A/C PERMITS	6,000.00	120.00	6,000.00	120.00 98.00%
101.00000.32233	HTG & A/C SURCHARGES	400.00	10.00	400.00	10.00 97.50%
101.00000.32240	PET LICENSE	550.00	0.00	550.00	0.00 100.00%
101.00000.32260	CERTIFICATE OF OCCUPANCY	5,000.00	0.00	5,000.00	0.00 100.00%
101.00000.32261	VACANT PROPERTY REGISTRATIO	6,000.00	800.00	6,000.00	800.00 86.67%
101.00000.33401	LOCAL GOVERNMENT AID	323,491.00	0.00	323,491.00	0.00 100.00%
101.00000.33404	PERA INCREASE AID	5,775.00	0.00	5,775.00	0.00 100.00%
101.00000.33416	POLICE TRAINING REIMB	3,600.00	0.00	3,600.00	0.00 100.00%
101.00000.33421	INSURANCE PREMIUM-POLICE	73,000.00	0.00	73,000.00	0.00 100.00%
101.00000.34103	SPEC USE,ZONING,SUB-DIV	1,800.00	1,350.00	1,800.00	1,350.00 25.00%
101.00000.34104	PLAN CHECKING FEES	10,000.00	422.02	10,000.00	422.02 95.78%
101.00000.34105	SALE OF MAPS,COPIES ETC	300.00	0.00	300.00	0.00 100.00%
101.00000.34107	ASSESSMENT SEARCHES	200.00	0.00	200.00	0.00 100.00%
101.00000.34108	ADMINISTRATION SAC CHARGES	70.00	0.00	70.00	0.00 100.00%
101.00000.34111	ADM. GAMBLING EXPENSES	31,000.00	0.00	31,000.00	0.00 100.00%
101.00000.34115	GUN RANGE FACILITY USE	0.00	135.00	0.00	135.00 0.00%
101.00000.34201	POLICE & FIRE ALARM PERMIT	2,000.00	0.00	2,000.00	0.00 100.00%
101.00000.34203	ACCIDENT REPORTS	0.00	21.75	0.00	21.75 0.00%
101.00000.34204	RENTAL HOUSING REGISTRATION	55,000.00	4,635.00	55,000.00	4,635.00 91.57%
101.00000.34205	RIGHT OF WAY APPLICATIONS	3,500.00	0.00	3,500.00	0.00 100.00%
101.00000.34801	INSURANCE DIVIDENDS	8,000.00	0.00	8,000.00	0.00 100.00%
101.00000.34949	RESTITUTION	0.00	53.08	0.00	53.08 0.00%
101.00000.34950	REFUNDS & REIMB	4,000.00	450.00	4,000.00	450.00 88.75%
101.00000.35101	COURT FINES	100,000.00	0.00	100,000.00	0.00 100.00%
101.00000.35102	ADM OFFENSE FINES	4,000.00	180.00	4,000.00	180.00 95.50%
101.00000.35350	DETOX TRANSPORTATION	200.00	0.00	200.00	0.00 100.00%
101.00000.36210	INTEREST EARNINGS	20,000.00	0.00	20,000.00	0.00 100.00%
101.00000.36901	LIAISON OFFICER	70,839.00	0.00	70,839.00	0.00 100.00%
101.00000.39100	CPWL REIM FOR SERVICES	4,500.00	0.00	4,500.00	0.00 100.00%
101.00000.39202	TRANSFER FROM PUBLIC UTILITY	45,000.00	0.00	45,000.00	0.00 100.00%
101.00000.39203	CONTRIBUTION FROM LIQUOR	75,000.00	0.00	75,000.00	0.00 100.00%
101.00000.39206	TRANSFER FROM RECYCLING FU	2,500.00	0.00	2,500.00	0.00 100.00%
101.00000.39207	TRANSFER FROM RECREATION	60,000.00	0.00	60,000.00	0.00 100.00%
<b>Total Revenues</b>		<b>3,706,873.00</b>	<b>11,826.82</b>	<b>3,706,873.00</b>	<b>11,826.82 99.68%</b>
<b>Total GENERAL FUND Revenues</b>		<b>\$ 3,706,873.00</b>	<b>\$ 11,826.82</b>	<b>\$ 3,706,873.00</b>	<b>\$ 11,826.82 99.68%</b>

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

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Expenditures</b>					
<b>MAYOR AND COUNCIL Expenditures</b>					
101.41110.01030 PART TIME EMPLOYEES	\$ 36,273.00	\$ 7,281.19	\$ 36,273.00	7,281.19	79.93%
101.41110.01211 DEFINED CONTR PLAN/PERA	1,768.00	318.14	1,768.00	318.14	82.01%
101.41110.01220 FICA/MC CONTRIBUTIONS-EMPLO	2,775.00	557.00	2,775.00	557.00	79.93%
101.41110.01510 WORKERS COMPENSATION	75.00	0.00	75.00	0.00	100.00%
101.41110.02100 OPERATING SUPPLIES	511.00	140.00	511.00	140.00	72.60%
101.41110.03310 TRAVEL EXPENSE	250.00	0.00	250.00	0.00	100.00%
101.41110.03500 PRINTING & PUBLISHING	1,250.00	1,670.64	1,250.00	1,670.64	(33.65%)
101.41110.04300 CONFERENCE & SCHOOLS	2,010.00	315.00	2,010.00	315.00	84.33%
101.41110.04330 DUES & SUBSCRIPTIONS	9,065.00	2,500.00	9,065.00	2,500.00	72.42%
101.41110.04955 DISCRETIONARY	650.00	0.00	650.00	0.00	100.00%
<b>Total MAYOR AND COUNCIL Expenditures</b>	<b>54,627.00</b>	<b>12,781.97</b>	<b>54,627.00</b>	<b>12,781.97</b>	<b>76.60%</b>
<b>ADMINISTRATION Expenditures</b>					
101.41400.01010 FULL TIME EMPLOYEES	312,200.00	23,698.08	312,200.00	23,698.08	92.41%
101.41400.01050 VACATION BUY BACK	2,450.00	0.00	2,450.00	0.00	100.00%
101.41400.01210 PERA CONTRIBUTIONS-EMPLOYE	23,415.00	1,770.42	23,415.00	1,770.42	92.44%
101.41400.01220 FICA/MC CONTRIBUTIONS-EMPLO	24,070.00	1,774.17	24,070.00	1,774.17	92.63%
101.41400.01300 HEALTH INSURANCE	59,500.00	4,778.66	59,500.00	4,778.66	91.97%
101.41400.01313 PRUDENTIAL LIFE INSURANCE	270.00	22.38	270.00	22.38	91.71%
101.41400.01510 WORKERS COMPENSATION	2,300.00	0.00	2,300.00	0.00	100.00%
101.41400.02000 OFFICE SUPPLIES	3,715.00	52.61	3,715.00	52.61	98.58%
101.41400.02030 PRINTED FORMS	1,444.00	218.00	1,444.00	218.00	84.90%
101.41400.02100 OPERATING SUPPLIES	446.00	0.00	446.00	0.00	100.00%
101.41400.02220 POSTAGE	3,445.00	133.15	3,445.00	133.15	96.13%
101.41400.03210 TELEPHONE	800.00	49.02	800.00	49.02	93.87%
101.41400.03310 TRAVEL EXPENSE	3,300.00	230.76	3,300.00	230.76	93.01%
101.41400.03500 PRINTING & PUBLISHING	360.00	163.13	360.00	163.13	54.69%
101.41400.03550 COUNTY FEES FOR SERVICE	2,500.00	0.00	2,500.00	0.00	100.00%
101.41400.04050 MAINTENANCE AGREEMENTS	6,519.00	874.48	6,519.00	874.48	86.59%
101.41400.04300 CONFERENCE & SCHOOLS	5,935.00	0.00	5,935.00	0.00	100.00%
101.41400.04330 DUES & SUBSCRIPTIONS	560.00	145.00	560.00	145.00	74.11%
101.41400.04500 CONTRACTUAL SERVICES	4,450.00	0.00	4,450.00	0.00	100.00%
101.41400.05000 CAPITAL OUTLAY	1,944.00	0.00	1,944.00	0.00	100.00%
<b>Total ADMINISTRATION Expenditures</b>	<b>459,623.00</b>	<b>33,909.86</b>	<b>459,623.00</b>	<b>33,909.86</b>	<b>92.62%</b>
<b>ASSESSOR Expenditures</b>					
101.41500.04000 CONTRACTUAL SERVICE	35,500.00	0.00	35,500.00	0.00	100.00%
<b>Total ASSESSOR Expenditures</b>	<b>35,500.00</b>	<b>0.00</b>	<b>35,500.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>AUDIT &amp; ACCTG SERVICES Expenditures</b>					
101.41540.03010 AUDIT & ACCTG SERVICES	9,050.00	0.00	9,050.00	0.00	100.00%
<b>Total AUDIT &amp; ACCTG SERVICES Expenditures</b>	<b>9,050.00</b>	<b>0.00</b>	<b>9,050.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>I.T. SERVICES Expenditures</b>					
101.41600.04000 CONTRACTUAL SERVICE	22,358.00	6,047.82	22,358.00	6,047.82	72.95%

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

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>Total I.T. SERVICES Expenditures</b>	<b>22,358.00</b>	<b>6,047.82</b>	<b>22,358.00</b>	<b>6,047.82</b>	<b>72.95%</b>
<b>LEGAL FEES Expenditures</b>					
101.41610.03040 LEGAL FEES	127,500.00	0.00	127,500.00	0.00	100.00%
<b>Total LEGAL FEES Expenditures</b>	<b>127,500.00</b>	<b>0.00</b>	<b>127,500.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>ENGINEERING FEES Expenditures</b>					
101.41710.03030 ENGINEERING FEES	10,000.00	0.00	10,000.00	0.00	100.00%
<b>Total ENGINEERING FEES Expenditures</b>	<b>10,000.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>PLANNING &amp; ZONING Expenditures</b>					
101.41720.02100 OPERATING SUPPLIES	115.00	0.00	115.00	0.00	100.00%
101.41720.02220 POSTAGE	150.00	33.60	150.00	33.60	77.60%
101.41720.03500 PRINTING & PUBLISHING	400.00	61.88	400.00	61.88	84.53%
<b>Total PLANNING &amp; ZONING Expenditures</b>	<b>665.00</b>	<b>95.48</b>	<b>665.00</b>	<b>95.48</b>	<b>85.64%</b>
<b>GOVERNMENT BUILDING Expenditures</b>					
101.41940.01010 FULL TIME EMPLOYEES	14,000.00	1,067.52	14,000.00	1,067.52	92.37%
101.41940.01013 OVERTIME	0.00	195.26	0.00	195.26	0.00%
101.41940.01050 VACATION BUY BACK	269.00	0.00	269.00	0.00	100.00%
101.41940.01210 PERA CONTRIBUTIONS-EMPLOYE	1,050.00	94.70	1,050.00	94.70	90.98%
101.41940.01220 FICA/MC CONTRIBUTIONS-EMPLO	1,092.00	103.36	1,092.00	103.36	90.53%
101.41940.01300 HEALTH INSURANCE	3,300.00	264.50	3,300.00	264.50	91.98%
101.41940.01313 PRUDENTIAL LIFE INSURANCE	13.00	1.04	13.00	1.04	92.00%
101.41940.01510 WORKERS COMPENSATION	500.00	0.00	500.00	0.00	100.00%
101.41940.02100 OPERATING SUPPLIES	7,500.00	490.97	7,500.00	490.97	93.45%
101.41940.02200 REPAIR & MAINTENANCE	7,200.00	855.46	7,200.00	855.46	88.12%
101.41940.02280 UNIFORMS,SAFETY SHOES	250.00	106.24	250.00	106.24	57.50%
101.41940.03210 TELEPHONE	9,000.00	543.75	9,000.00	543.75	93.96%
101.41940.03810 ELECTRIC UTILITIES	17,000.00	0.00	17,000.00	0.00	100.00%
101.41940.03830 GAS UTILITIES	15,000.00	0.00	15,000.00	0.00	100.00%
101.41940.03841 RUBBISH REMOVAL	4,150.00	355.23	4,150.00	355.23	91.44%
101.41940.04000 CONTRACTUAL SERVICE	940.00	0.00	940.00	0.00	100.00%
101.41940.07000 PERMANENT TRANSFERS OUT	8,126.00	0.00	8,126.00	0.00	100.00%
<b>Total GOVERNMENT BUILDING Expenditures</b>	<b>89,390.00</b>	<b>4,078.03</b>	<b>89,390.00</b>	<b>4,078.03</b>	<b>95.44%</b>
<b>POLICE PROTECTION Expenditures</b>					
101.42100.01010 FULL TIME EMPLOYEES	961,960.00	73,730.43	961,960.00	73,730.43	92.34%
101.42100.01013 OVERTIME	97,000.00	2,670.44	97,000.00	2,670.44	97.25%
101.42100.01050 VACATION BUY BACK	4,000.00	0.00	4,000.00	0.00	100.00%
101.42100.01210 PERA CONTRIBUTIONS-EMPLOYE	150,751.00	11,457.62	150,751.00	11,457.62	92.40%
101.42100.01220 FICA/MC CONTRIBUTIONS-EMPLO	24,619.00	1,728.51	24,619.00	1,728.51	92.98%
101.42100.01300 HEALTH INSURANCE	148,000.00	11,994.38	148,000.00	11,994.38	91.90%
101.42100.01313 PRUDENTIAL LIFE INSURANCE	665.00	56.28	665.00	56.28	91.54%
101.42100.01510 WORKERS COMPENSATION	25,000.00	0.00	25,000.00	0.00	100.00%
101.42100.02000 OFFICE SUPPLIES	3,600.00	0.00	3,600.00	0.00	100.00%
101.42100.02030 PRINTED FORMS	1,000.00	295.00	1,000.00	295.00	70.50%
101.42100.02040 RANGE EQUIP & SUPPLIES	7,550.00	0.00	7,550.00	0.00	100.00%
101.42100.02100 OPERATING SUPPLIES	3,500.00	0.00	3,500.00	0.00	100.00%

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

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
101.42100.02120	23,700.00	298.37	23,700.00	298.37	98.74%
101.42100.02220	1,900.00	50.05	1,900.00	50.05	97.37%
101.42100.03050	2,000.00	0.00	2,000.00	0.00	100.00%
101.42100.03210	3,000.00	223.41	3,000.00	223.41	92.55%
101.42100.03211	13,380.00	535.96	13,380.00	535.96	95.99%
101.42100.03300	9,270.00	79.51	9,270.00	79.51	99.14%
101.42100.03310	500.00	130.00	500.00	130.00	74.00%
101.42100.03421	4,006.00	0.00	4,006.00	0.00	100.00%
101.42100.04000	16,200.00	0.00	16,200.00	0.00	100.00%
101.42100.04050	3,740.00	1,040.00	3,740.00	1,040.00	72.19%
101.42100.04060	20,000.00	25.37	20,000.00	25.37	99.87%
101.42100.04070	3,500.00	0.00	3,500.00	0.00	100.00%
101.42100.04300	11,500.00	0.00	11,500.00	0.00	100.00%
101.42100.04330	825.00	240.00	825.00	240.00	70.91%
101.42100.05000	33,075.00	0.00	33,075.00	0.00	100.00%
<b>Total POLICE PROTECTION Expenditures</b>	<b>1,574,241.00</b>	<b>104,555.33</b>	<b>1,574,241.00</b>	<b>104,555.33</b>	<b>93.36%</b>
<b>FIRE PROTECTION Expenditures</b>					
101.42200.04000	186,712.00	15,559.38	186,712.00	15,559.38	91.67%
101.42200.05000	20,904.00	10,206.41	20,904.00	10,206.41	51.17%
<b>Total FIRE PROTECTION Expenditures</b>	<b>207,616.00</b>	<b>25,765.79</b>	<b>207,616.00</b>	<b>25,765.79</b>	<b>87.59%</b>
<b>CODE ENFORCEMENT Expenditures</b>					
101.42300.01010	76,100.00	5,829.22	76,100.00	5,829.22	92.34%
101.42300.01040	10,080.00	0.00	10,080.00	0.00	100.00%
101.42300.01050	1,461.00	0.00	1,461.00	0.00	100.00%
101.42300.01210	5,709.00	437.19	5,709.00	437.19	92.34%
101.42300.01220	6,705.00	439.82	6,705.00	439.82	93.44%
101.42300.01300	9,850.00	805.38	9,850.00	805.38	91.82%
101.42300.01313	51.00	4.28	51.00	4.28	91.61%
101.42300.01510	1,450.00	0.00	1,450.00	0.00	100.00%
101.42300.02000	500.00	32.07	500.00	32.07	93.59%
101.42300.02100	1,300.00	0.00	1,300.00	0.00	100.00%
101.42300.02120	1,400.00	19.89	1,400.00	19.89	98.58%
101.42300.02200	750.00	0.00	750.00	0.00	100.00%
101.42300.03210	1,000.00	80.01	1,000.00	80.01	92.00%
101.42300.03310	150.00	0.00	150.00	0.00	100.00%
101.42300.04300	900.00	0.00	900.00	0.00	100.00%
101.42300.04330	2,000.00	0.00	2,000.00	0.00	100.00%
<b>Total CODE ENFORCEMENT Expenditures</b>	<b>119,406.00</b>	<b>7,647.86</b>	<b>119,406.00</b>	<b>7,647.86</b>	<b>93.60%</b>
<b>EMERGENCY MANAGEMENT Expenditures</b>					
101.42500.02200	750.00	0.00	750.00	0.00	100.00%
101.42500.03810	100.00	0.00	100.00	0.00	100.00%
101.42500.04050	1,055.00	527.16	1,055.00	527.16	50.03%
101.42500.05000	500.00	0.00	500.00	0.00	100.00%
<b>Total EMERGENCY MANAGEMENT Expenditures</b>	<b>2,405.00</b>	<b>527.16</b>	<b>2,405.00</b>	<b>527.16</b>	<b>78.08%</b>

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

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>ANIMAL CONTROL Expenditures</b>					
101.42700.04000 CONTRACTUAL SERVICE	1,000.00	0.00	1,000.00	0.00	100.00%
<b>Total ANIMAL CONTROL Expenditures</b>	<b>1,000.00</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	126,000.00	9,572.64	126,000.00	9,572.64	92.40%
101.43000.01013 OVERTIME	7,061.00	813.59	7,061.00	813.59	88.48%
101.43000.01020 ON CALL SALARIES	2,018.00	103.38	2,018.00	103.38	94.88%
101.43000.01050 VACATION BUY BACK	810.00	0.00	810.00	0.00	100.00%
101.43000.01210 PERA CONTRIBUTIONS-EMPLOYE	10,131.00	786.72	10,131.00	786.72	92.23%
101.43000.01220 FICA/MC CONTRIBUTIONS-EMPLO	10,395.00	844.39	10,395.00	844.39	91.88%
101.43000.01300 HEALTH INSURANCE	20,950.00	1,998.24	20,950.00	1,998.24	90.46%
101.43000.01313 PRUDENTIAL LIFE INSURANCE	107.00	8.86	107.00	8.86	91.72%
101.43000.01510 WORKERS COMPENSATION	8,000.00	0.00	8,000.00	0.00	100.00%
101.43000.02120 MOTOR FUELS & LUBRICANTS	18,000.00	315.64	18,000.00	315.64	98.25%
101.43000.02150 SHOP MATERIALS	2,000.00	0.00	2,000.00	0.00	100.00%
101.43000.02200 REPAIR & MAINTENANCE	7,500.00	979.88	7,500.00	979.88	86.93%
101.43000.02210 EQUIPMENT PARTS	5,500.00	73.75	5,500.00	73.75	98.66%
101.43000.02221 TIRES	750.00	0.00	750.00	0.00	100.00%
101.43000.02224 STREET MAINT SUPPLIES	1,393.00	0.00	1,393.00	0.00	100.00%
101.43000.02226 SIGNS & STRIPING	6,000.00	0.00	6,000.00	0.00	100.00%
101.43000.02280 UNIFORMS,SAFETY SHOES	750.00	743.75	750.00	743.75	0.83%
101.43000.03210 TELEPHONE	370.00	16.18	370.00	16.18	95.63%
101.43000.04000 CONTRACTUAL SERVICE	840.00	0.00	840.00	0.00	100.00%
101.43000.04300 CONFERENCE & SCHOOLS	400.00	0.00	400.00	0.00	100.00%
101.43000.04330 DUES & SUBSCRIPTIONS	100.00	0.00	100.00	0.00	100.00%
<b>Total STREET DEPARTMENT Expenditures</b>	<b>229,075.00</b>	<b>16,257.02</b>	<b>229,075.00</b>	<b>16,257.02</b>	<b>92.90%</b>
<b>RECREATION DEPARTMENT Expenditures</b>					
101.45100.01010 FULL TIME EMPLOYEES	183,200.00	13,895.46	183,200.00	13,895.46	92.42%
101.45100.01030 PART TIME EMPLOYEES	10,875.00	550.94	10,875.00	550.94	94.93%
101.45100.01040 TEMPORARY EMPLOYEES	13,000.00	660.00	13,000.00	660.00	94.92%
101.45100.01050 VACATION BUY BACK	2,600.00	0.00	2,600.00	0.00	100.00%
101.45100.01210 PERA CONTRIBUTIONS-EMPLOYE	13,740.00	1,042.15	13,740.00	1,042.15	92.42%
101.45100.01220 FICA/MC CONTRIBUTIONS-EMPLO	16,040.00	1,135.76	16,040.00	1,135.76	92.92%
101.45100.01300 HEALTH INSURANCE	28,000.00	2,253.26	28,000.00	2,253.26	91.95%
101.45100.01313 PRUDENTIAL LIFE INSURANCE	155.00	12.82	155.00	12.82	91.73%
101.45100.01510 WORKERS COMPENSATION	2,000.00	0.00	2,000.00	0.00	100.00%
101.45100.02000 OFFICE SUPPLIES	1,625.00	262.01	1,625.00	262.01	83.88%
101.45100.02220 POSTAGE	2,350.00	221.34	2,350.00	221.34	90.58%
101.45100.02290 RECREATION EQUIP SUPPLIES	2,200.00	0.00	2,200.00	0.00	100.00%
101.45100.03310 TRAVEL EXPENSE	1,000.00	49.61	1,000.00	49.61	95.04%
101.45100.03500 PRINTING & PUBLISHING	8,857.00	0.00	8,857.00	0.00	100.00%
101.45100.04300 CONFERENCE & SCHOOLS	1,400.00	0.00	1,400.00	0.00	100.00%
101.45100.04330 DUES & SUBSCRIPTIONS	435.00	302.00	435.00	302.00	30.57%
<b>Total RECREATION DEPARTMENT Expenditures</b>	<b>287,477.00</b>	<b>20,385.35</b>	<b>287,477.00</b>	<b>20,385.35</b>	<b>92.91%</b>

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

Revised Budget  
 For GENERAL FUND (101)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
<b>PARKS DEPARTMENT Expenditures</b>					
101.45200.01010 FULL TIME EMPLOYEES	132,100.00	10,038.24	132,100.00	10,038.24	92.40%
101.45200.01013 OVERTIME	7,061.00	1,128.06	7,061.00	1,128.06	84.02%
101.45200.01020 ON CALL SALARIES	2,018.00	103.37	2,018.00	103.37	94.88%
101.45200.01050 VACATION BUY BACK	2,000.00	0.00	2,000.00	0.00	100.00%
101.45200.01210 PERA CONTRIBUTIONS-EMPLOYE	10,588.00	845.23	10,588.00	845.23	92.02%
101.45200.01220 FICA/MC CONTRIBUTIONS-EMPLO	10,953.00	905.36	10,953.00	905.36	91.73%
101.45200.01300 HEALTH INSURANCE	20,500.00	1,672.12	20,500.00	1,672.12	91.84%
101.45200.01313 PRUDENTIAL LIFE INSURANCE	107.00	8.92	107.00	8.92	91.66%
101.45200.01510 WORKERS COMPENSATION	10,000.00	0.00	10,000.00	0.00	100.00%
101.45200.02100 OPERATING SUPPLIES	930.00	0.00	930.00	0.00	100.00%
101.45200.02120 MOTOR FUELS & LUBRICANTS	17,000.00	302.38	17,000.00	302.38	98.22%
101.45200.02200 REPAIR & MAINTENANCE	7,000.00	0.00	7,000.00	0.00	100.00%
101.45200.02205 LAKESIDE PK EXP TO BE REIM	0.00	(5,931.95)	0.00	(5,931.95)	0.00%
101.45200.02210 EQUIPMENT PARTS	3,000.00	0.00	3,000.00	0.00	100.00%
101.45200.02221 TIRES	600.00	0.00	600.00	0.00	100.00%
101.45200.02225 LANDSCAPING MATERIALS	8,600.00	0.00	8,600.00	0.00	100.00%
101.45200.02280 UNIFORMS,SAFETY SHOES	700.00	743.75	700.00	743.75	(6.25%)
101.45200.02290 RECREATION EQUIP SUPPLIES	930.00	156.99	930.00	156.99	83.12%
101.45200.03210 TELEPHONE	232.00	16.52	232.00	16.52	92.88%
101.45200.03810 ELECTRIC UTILITIES	3,725.00	0.00	3,725.00	0.00	100.00%
101.45200.03830 GAS UTILITIES	4,000.00	0.00	4,000.00	0.00	100.00%
101.45200.03841 RUBBISH REMOVAL	300.00	0.00	300.00	0.00	100.00%
101.45200.04190 SATELLITE RENTAL	1,300.00	0.00	1,300.00	0.00	100.00%
101.45200.04300 CONFERENCE & SCHOOLS	800.00	605.00	800.00	605.00	24.38%
101.45200.04500 CONTRACTUAL SERVICES	760.00	0.00	760.00	0.00	100.00%
101.45200.04901 LAKESIDE PARK EXPENSE	11,500.00	0.00	11,500.00	0.00	100.00%
<b>Total PARKS DEPARTMENT Expenditures</b>	<b>256,704.00</b>	<b>10,593.99</b>	<b>256,704.00</b>	<b>10,593.99</b>	<b>95.87%</b>
<b>FORESTRY Expenditures</b>					
101.45300.02100 OPERATING SUPPLIES	46.00	0.00	46.00	0.00	100.00%
101.45300.04000 CONTRACTUAL SERVICE	1,000.00	0.00	1,000.00	0.00	100.00%
101.45300.04300 CONFERENCE & SCHOOLS	540.00	555.00	540.00	555.00	(2.78%)
<b>Total FORESTRY Expenditures</b>	<b>1,586.00</b>	<b>555.00</b>	<b>1,586.00</b>	<b>555.00</b>	<b>65.01%</b>
<b>MISCELLANEOUS Expenditures</b>					
101.49000.01313 PRUDENTIAL LIFE INSURANCE	50.00	0.00	50.00	0.00	100.00%
101.49000.03600 INSURANCE	45,000.00	0.00	45,000.00	0.00	100.00%
101.49000.04390 MISCELLANEOUS	1,000.00	0.00	1,000.00	0.00	100.00%
101.49000.04420 SURCHARGES-PLMG	200.00	0.00	200.00	0.00	100.00%
101.49000.04430 SURCHARGES-HTG	400.00	0.00	400.00	0.00	100.00%
101.49000.04440 SURCHARGES-BLDG	2,000.00	0.00	2,000.00	0.00	100.00%
101.49000.07000 PERMANENT TRANSFERS OUT	170,000.00	0.00	170,000.00	0.00	100.00%
<b>Total MISCELLANEOUS Expenditures</b>	<b>218,650.00</b>	<b>0.00</b>	<b>218,650.00</b>	<b>0.00</b>	<b>100.00%</b>
<b>Total GENERAL FUND Expenditures</b>	<b>\$ 3,706,873.00</b>	<b>\$ 243,200.66</b>	<b>\$ 3,706,873.00</b>	<b>\$ 243,200.66</b>	<b>93.44%</b>
<b>GENERAL FUND Excess of Revenues Over Expenditures</b>	<b>\$ 0.00</b>	<b>\$ (231,373.84)</b>	<b>\$ 0.00</b>	<b>\$ (231,373.84)</b>	<b>0.00%</b>

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

*For the Fiscal Period 2015-1 Ending January 31, 2015*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 3,706,873.00	\$ 11,826.82	\$ 3,706,873.00	\$ 11,826.82	99.68%
Total Expenditures	\$ 3,706,873.00	\$ 243,200.66	\$ 3,706,873.00	\$ 243,200.66	93.44%
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ (231,373.84)	\$ 0.00	\$ (231,373.84)	0.00%

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

*Revised Budget*  
 For PUBLIC UTILITIES OPERATIONS (601)  
 For the Fiscal Period 2015-1 Ending January 31, 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	\$ 245.00	\$ 0.00	245.00	0.00%
601.00000.36210 INTEREST EARNINGS	45,000.00	0.00	45,000.00	0.00	100.00%
601.00000.37101 WATER COLLECTIONS	480,000.00	94,358.66	480,000.00	94,358.66	80.34%
601.00000.37103 SALES TAX COLLECTED	5,000.00	1,259.73	5,000.00	1,259.73	74.81%
601.00000.37104 PENALTIES/WATER	6,000.00	0.00	6,000.00	0.00	100.00%
601.00000.37109 SAFE DRINKING WATER FEE	13,844.00	3,550.69	13,844.00	3,550.69	74.35%
601.00000.37111 ADMINISTRATIVE CHARGE	64,000.00	17,358.94	64,000.00	17,358.94	72.88%
601.00000.37115 ESTIMATE READING CHR	10.00	0.00	10.00	0.00	100.00%
601.00000.37151 WATER RECONNECT-CALL OUT F	1,200.00	200.00	1,200.00	200.00	83.33%
601.00000.37170 WATER PERMITS	100.00	0.00	100.00	0.00	100.00%
601.00000.37171 WATER PERMIT SURCHARGES	10.00	0.00	10.00	0.00	100.00%
601.00000.37172 WATER METER SALES & INSTALLA	850.00	0.00	850.00	0.00	100.00%
601.00000.37201 SEWER COLLECTIONS	735,000.00	185,197.70	735,000.00	185,197.70	74.80%
601.00000.37204 PENALTIES-SEWER	11,000.00	0.00	11,000.00	0.00	100.00%
601.00000.37250 SEWER CONNECTION CHARGES	2,700.00	0.00	2,700.00	0.00	100.00%
601.00000.37270 SEWER PERMITS	100.00	0.00	100.00	0.00	100.00%
601.00000.37271 SEWER PERMIT SURCHARGES	10.00	0.00	10.00	0.00	100.00%
601.00000.37273 SEWER HOOK-UP CHARGES	150.00	0.00	150.00	0.00	100.00%
601.00000.39206 TRANSFER FROM RECYCLING FU	1,000.00	0.00	1,000.00	0.00	100.00%
<b>Total Revenues</b>	<b>1,365,974.00</b>	<b>302,170.72</b>	<b>1,365,974.00</b>	<b>302,170.72</b>	<b>77.88%</b>
<b>Total PUBLIC UTILITIES OPERATIONS Revenues</b>	<b>\$ 1,365,974.00</b>	<b>\$ 302,170.72</b>	<b>\$ 1,365,974.00</b>	<b>\$ 302,170.72</b>	<b>77.88%</b>

**Expenditures****WATER DEPARTMENT Expenditures**

601.49400.01010 FULL TIME EMPLOYEES	\$ 100,916.00	\$ 7,661.99	\$ 100,916.00	7,661.99	92.41%
601.49400.01013 OVERTIME	7,061.00	1,213.24	7,061.00	1,213.24	82.82%
601.49400.01020 ON CALL SALARIES	2,421.00	103.37	2,421.00	103.37	95.73%
601.49400.01040 TEMPORARY EMPLOYEES	19,100.00	811.15	19,100.00	811.15	95.75%
601.49400.01050 VACATION BUY BACK	950.00	0.00	950.00	0.00	100.00%
601.49400.01210 PERA CONTRIBUTIONS-EMPLOYE	8,280.00	673.38	8,280.00	673.38	91.87%
601.49400.01220 FICA/MC CONTRIBUTIONS-EMPLO	9,979.00	773.06	9,979.00	773.06	92.25%
601.49400.01300 HEALTH & DENTAL INSURANCE	17,220.00	1,406.96	17,220.00	1,406.96	91.83%
601.49400.01313 LIFE INSURANCE	95.00	7.68	95.00	7.68	91.92%
601.49400.01510 WORKERS COMPENSATION	6,500.00	0.00	6,500.00	0.00	100.00%
601.49400.02000 OFFICE SUPPLIES	800.00	14.00	800.00	14.00	98.25%
601.49400.02030 PRINTED FORMS	2,000.00	0.00	2,000.00	0.00	100.00%
601.49400.02100 OPERATING SUPPLIES	800.00	0.00	800.00	0.00	100.00%
601.49400.02120 MOTOR FUELS & LUBRICANTS	4,000.00	39.78	4,000.00	39.78	99.01%
601.49400.02200 REPAIR & MAINTENANCE	38,000.00	3,169.94	38,000.00	3,169.94	91.66%
601.49400.02210 EQUIPMENT PARTS	900.00	121.10	900.00	121.10	86.54%
601.49400.02220 POSTAGE	2,500.00	39.50	2,500.00	39.50	98.42%
601.49400.02221 TIRES	1,000.00	0.00	1,000.00	0.00	100.00%
601.49400.02222 STREET REPAIRS	6,000.00	0.00	6,000.00	0.00	100.00%
601.49400.02261 WATER TESTING	800.00	0.00	800.00	0.00	100.00%
601.49400.02262 WATER METER & SUPPLIES	5,000.00	0.00	5,000.00	0.00	100.00%

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

Revised Budget  
 For PUBLIC UTILITIES OPERATIONS (601)  
 For the Fiscal Period 2015-1 Ending January 31, 2015

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %	
601.49400.02264	SAFE DRINKING WATER FEE	13,844.00	0.00	13,844.00	0.00	100.00%
601.49400.02280	UNIFORM ALLOWANCE	950.00	478.13	950.00	478.13	49.67%
601.49400.03010	AUDIT & ACCTG SERVICES	2,406.00	0.00	2,406.00	0.00	100.00%
601.49400.03030	ENGINEERING FEES	1,000.00	0.00	1,000.00	0.00	100.00%
601.49400.03040	LEGAL FEES	300.00	0.00	300.00	0.00	100.00%
601.49400.03210	TELEPHONE	900.00	44.87	900.00	44.87	95.01%
601.49400.03310	TRAVEL EXPENSE	1,200.00	0.00	1,200.00	0.00	100.00%
601.49400.03500	PRINTING & PUBLISHING	7,000.00	0.00	7,000.00	0.00	100.00%
601.49400.03600	INSURANCE	9,500.00	0.00	9,500.00	0.00	100.00%
601.49400.03870	WATER USAGE-CITY OF BLAINE	4,000.00	0.00	4,000.00	0.00	100.00%
601.49400.04000	CONTRACTUAL SERVICE	5,850.00	0.00	5,850.00	0.00	100.00%
601.49400.04050	MAINTENANCE AGREEMENTS	13,775.00	50.00	13,775.00	50.00	99.64%
601.49400.04300	CONFERENCE & SCHOOLS	2,050.00	0.00	2,050.00	0.00	100.00%
601.49400.04330	DUES & SUBSCRIPTIONS	500.00	0.00	500.00	0.00	100.00%
601.49400.04370	PERMITS AND TAXES	8,200.00	1,394.00	8,200.00	1,394.00	83.00%
601.49400.04470	SURCHARGES-WATER	10.00	0.00	10.00	0.00	100.00%
601.49400.07000	PERMANENT TRANSFERS OUT	95,602.00	0.00	95,602.00	0.00	100.00%
<b>Total WATER DEPARTMENT Expenditures</b>	<b>401,409.00</b>	<b>18,002.15</b>	<b>401,409.00</b>	<b>18,002.15</b>	<b>95.52%</b>	
<b>WATER TREATMENT PLANT Expenditures</b>						
601.49402.02100	OPERATING SUPPLIES	100.00	0.00	100.00	0.00	100.00%
601.49402.02120	MOTOR FUELS & LUBRICANTS	2,000.00	0.00	2,000.00	0.00	100.00%
601.49402.02160	CHEMICALS & CHEMICAL PROD	23,000.00	859.19	23,000.00	859.19	96.26%
601.49402.02200	REPAIR & MAINTENANCE	13,000.00	0.00	13,000.00	0.00	100.00%
601.49402.02210	EQUIPMENT PARTS	5,000.00	0.00	5,000.00	0.00	100.00%
601.49402.03030	ENGINEERING FEES	1,000.00	0.00	1,000.00	0.00	100.00%
601.49402.03600	INSURANCE	11,300.00	0.00	11,300.00	0.00	100.00%
601.49402.03810	ELECTRIC UTILITIES	82,000.00	0.00	82,000.00	0.00	100.00%
601.49402.03830	GAS UTILITIES	3,500.00	0.00	3,500.00	0.00	100.00%
601.49402.04000	CONTRACTUAL SERVICE	1,000.00	0.00	1,000.00	0.00	100.00%
601.49402.04370	PERMITS,DUES,SUBSCRIPTIONS	2,850.00	125.00	2,850.00	125.00	95.61%
601.49402.07000	PERMANENT TRANSFERS OUT	43,635.00	0.00	43,635.00	0.00	100.00%
<b>Total WATER TREATMENT PLANT Expenditures</b>	<b>188,385.00</b>	<b>984.19</b>	<b>188,385.00</b>	<b>984.19</b>	<b>99.48%</b>	
<b>SEWER DEPARTMENT Expenditures</b>						
601.49450.01010	FULL TIME EMPLOYEES	100,916.00	7,662.02	100,916.00	7,662.02	92.41%
601.49450.01013	OVERTIME	7,061.00	1,213.27	7,061.00	1,213.27	82.82%
601.49450.01020	ON CALL SALARIES	2,421.00	103.37	2,421.00	103.37	95.73%
601.49450.01040	TEMPORARY EMPLOYEES	19,100.00	811.16	19,100.00	811.16	95.75%
601.49450.01050	VACATION BUY BACK	950.00	0.00	950.00	0.00	100.00%
601.49450.01210	PERA CONTRIBUTIONS-EMPLOYE	8,280.00	673.43	8,280.00	673.43	91.87%
601.49450.01220	FICA/MC CONTRIBUTIONS-EMPLO	9,979.00	773.12	9,979.00	773.12	92.25%
601.49450.01300	HEALTH & DENTAL INSURANCE	17,220.00	1,407.00	17,220.00	1,407.00	91.83%
601.49450.01313	LIFE INSURANCE	95.00	7.70	95.00	7.70	91.89%
601.49450.01510	WORKERS COMPENSATION	6,500.00	0.00	6,500.00	0.00	100.00%
601.49450.02000	OFFICE SUPPLIES	800.00	14.00	800.00	14.00	98.25%
601.49450.02030	PRINTED FORMS	1,800.00	0.00	1,800.00	0.00	100.00%
601.49450.02100	OPERATING SUPPLIES	500.00	0.00	500.00	0.00	100.00%
601.49450.02120	MOTOR FUELS & LUBRICANTS	4,000.00	39.79	4,000.00	39.79	99.01%

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

*Revised Budget*  
*For PUBLIC UTILITIES OPERATIONS (601)*  
*For the Fiscal Period 2015-1 Ending January 31, 2015*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
601.49450.02200 REPAIR & MAINTENANCE	7,500.00	613.44	7,500.00	613.44	91.82%
601.49450.02210 EQUIPMENT PARTS	2,000.00	0.00	2,000.00	0.00	100.00%
601.49450.02220 POSTAGE	2,500.00	39.49	2,500.00	39.49	98.42%
601.49450.02221 TIRES	1,000.00	0.00	1,000.00	0.00	100.00%
601.49450.02222 STREET REPAIRS	1,500.00	0.00	1,500.00	0.00	100.00%
601.49450.02262 WATER METER & SUPPLIES	4,000.00	0.00	4,000.00	0.00	100.00%
601.49450.02280 UNIFORM ALLOWANCE	950.00	478.13	950.00	478.13	49.67%
601.49450.03010 AUDIT & ACCTG SERVICES	2,406.00	0.00	2,406.00	0.00	100.00%
601.49450.03030 ENGINEERING FEES	1,000.00	0.00	1,000.00	0.00	100.00%
601.49450.03040 LEGAL FEES	300.00	0.00	300.00	0.00	100.00%
601.49450.03210 TELEPHONE	700.00	45.37	700.00	45.37	93.52%
601.49450.03310 TRAVEL EXPENSE	1,000.00	0.00	1,000.00	0.00	100.00%
601.49450.03500 PRINTING & PUBLISHING	300.00	0.00	300.00	0.00	100.00%
601.49450.03600 INSURANCE	9,100.00	0.00	9,100.00	0.00	100.00%
601.49450.03810 ELECTRIC UTILITIES	3,200.00	0.00	3,200.00	0.00	100.00%
601.49450.03840 METRO WASTE CONTROL	454,020.00	75,669.84	454,020.00	75,669.84	83.33%
601.49450.04000 CONTRACTUAL SERVICE	11,850.00	0.00	11,850.00	0.00	100.00%
601.49450.04050 MAINTENANCE AGREEMENTS	11,460.00	50.00	11,460.00	50.00	99.56%
601.49450.04300 CONFERENCE & SCHOOLS	2,450.00	0.00	2,450.00	0.00	100.00%
601.49450.04330 DUES & SUBSCRIPTIONS	300.00	0.00	300.00	0.00	100.00%
601.49450.04390 MISCELLANEOUS	100.00	0.00	100.00	0.00	100.00%
601.49450.04450 RESERVE CAPACITY CHARGES	2,700.00	0.00	2,700.00	0.00	100.00%
601.49450.04460 SURCHARGES-SEWER	10.00	0.00	10.00	0.00	100.00%
601.49450.07000 PERMANENT TRANSFERS OUT	76,212.00	0.00	76,212.00	0.00	100.00%
<b>Total SEWER DEPARTMENT Expenditures</b>	<b>776,180.00</b>	<b>89,601.13</b>	<b>776,180.00</b>	<b>89,601.13</b>	<b>88.46%</b>
<b>Total PUBLIC UTILITIES OPERATIONS Expenditures</b>	<b>\$ 1,365,974.00</b>	<b>\$ 108,587.47</b>	<b>\$ 1,365,974.00</b>	<b>\$ 108,587.47</b>	<b>92.05%</b>
<b>PUBLIC UTILITIES OPERATIONS Excess of Revenues Over</b>	<b>\$ 0.00</b>	<b>\$ 193,583.25</b>	<b>\$ 0.00</b>	<b>\$ 193,583.25</b>	<b>0.00%</b>

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

*For the Fiscal Period 2015-1 Ending January 31, 2015*

Account Number	Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Total Revenues	\$ 1,365,974.00	\$ 302,170.72	\$ 1,365,974.00	\$ 302,170.72	77.88%
Total Expenditures	\$ 1,365,974.00	\$ 108,587.47	\$ 1,365,974.00	\$ 108,587.47	92.05%
Total Excess of Revenues Over Expenditures	\$ 0.00	\$ 193,583.25	\$ 0.00	\$ 193,583.25	0.00%



CITY OF SPRING LAKE PARK  
STATEMENT OF FUND BALANCE  
JANUARY 2015

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE</u>
101	GENERAL	\$ 1,404,796.48
102	ELECTIONS	\$ 48,265.36
103	POLICE RESERVES	\$ 2,103.49
104	NORTH CENTRAL SUBURBAN CABLE	\$ (6,829.76)
108	POLICE FORFEITURES	\$ 12,714.46
112	ESCROW TRUST	\$ 121,393.46
 <b><u>SPECIAL REVENUE FUNDS</u></b>		
224	SMALL EQUIPMENT REPLACEMENT	\$ 29,299.78
225	PARK ACQUISITION & IMPROVEMENTS	\$ 223,012.12
226	PARK EQUIPMENT & IMPROVEMENTS	\$ 4,962.39
227	HRA EXCESS	\$ 65,873.48
229	SANBURNOL PARK IMPROVEMENTS	\$ 6,513.47
230	RECYCLING	\$ 63,877.71
234	STREET LIGHTING	\$ 29,386.11
235	RIGHT-OF-WAY MAINTENANCE	\$ 15,946.03
237	PARK & RECREATION SPECIAL PROJECTS	\$ 16,993.88
238	GRANTS & SPECIAL PROJECTS	\$ 1,764.75
240	TOWER DAYS	\$ 8,896.29
243	PUBLIC SAFETY RADIO REPLACEMENT	\$ 25,685.17
244	RECREATION PROGRAMS	\$ 340,594.73
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)	\$ 224,192.61
384	2005A FIRE DEPARTMENT-DEBT SERVICE	\$ (1,324.25)
 <b><u>CAPITAL PROJECTS FUNDS</u></b>		
400	REVOLVING CONSTRUCTION	\$ 652,160.27
402	MSA MAINTENANCE	\$ 18,485.79
403	CAPITAL REPLACEMENT	\$ 431,718.68
407	SEALCOATING	\$ 153,266.22
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	\$ 62,742.47
427	ABLE ST & TERRACE RD IMPROVEMENTS	\$ (103,621.85)
428	PUBLIC WORKS BUILDING	\$ 19,387.96
429	2013 EQUIPMENT CERTIFICATE	\$ 163,907.48
430	2014-2015 ST IMPRV PRJ	\$ 1,476,282.25
 <b><u>ENTERPRISE FUNDS</u></b>		
600	PUBLIC UTILITY RENEWAL & REPLACEMENT	\$ 2,416,235.95
601	PUBLIC UTILITY OPERATIONS	\$ 1,552,649.72
602	WATER TREATMENT PLANT	\$ 292,474.28
609	MUNICIPAL LIQUOR	\$ 167,657.13
610	ON-SALE NOTE PROCEEDS	\$ 585,741.22
 <b><u>INTERNAL SERVICE FUNDS</u></b>		
700	SEVERANCE	\$ (25,693.11)
<b>GRAND TOTAL</b>		<b><u>\$ 10,515,028.00</u></b>





**Stantec Consulting Services Inc.**  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

February 2, 2015

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

Re: Monroe Storm Sewer Grouting (in conjunction with 2014-2015 Street Improvement Project)  
Project No. 193802705  
**Contractor's Request for Payment No. 3/FINAL**

Dear Mayor and Councilmembers:

Attached for your approval is invoice #26214-R (dated 1/26/15) from Visu-Sewer, Inc. for Monroe Street Storm Sewer Grouting. This invoice should be processed as Contractor's Request for Payment No. 3/FINAL. Also attached are a Contractor Affidavit of proof of tax withholding, and a Final Lien Waiver for the project.

This work was completed in conjunction with the 2014-2015 Street Improvement Project but under a separate contract. The prime Contractor on this project is Visu-Sewer, Inc. This request releases the final project retainage.

We have reviewed the contractor's payment request and found it to be in order. We have also reviewed the information with the Public Works Director and he agrees with the final payment amount.

We recommend approval. **If the City wishes to approve this request, then payment should be made to Visu-Sewer, Inc. in the requested amount of \$5,179.25.** Approval of the final payment means final project acceptance by the city.

The final total project construction cost for the Monroe Street Storm Sewer Grouting is \$103,585.00. This compares to the original bid amount of \$100,342.00. The final construction amount is slightly higher than the original bid amount because additional grouting was completed on lift holes that were discovered during the process.

Feel free to contact us if you have any questions or need any additional information.

Regards,  
**STANTEC**

A handwritten signature in black ink that reads "Phil Gravel".

Phil Gravel, City Engineer

Enclosure: Visu-Sewer Invoice #26214-R

cc: Dan Buchholtz, City Administrator  
Terry Randall, Public Works Director



www.visu-sewer.com

CITY OF SPRING LAKE PARK  
 C/O STANTEC  
 2335 WEST HIGHWAY 36  
 ST PAUL, MN 55113

INVOICE NUMBER: 26214-R  
 INVOICE DATE: 1/26/2015  
 (PAGE 1 OF 2)

ATTN: ACCOUNTS PAYABLE  
 RE: MONROE ST. SEWER GROUTING  
 PAY ESTIMATE - FINAL

CUSTOMER NO. 3841  
 JOB NO. 14224M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
1	MOBILIZATION	1	LS	1,800.00	0.50	1.00	1,800.00
2	TRAFFIC CONTROL	1	LS	600.00	0.50	1.00	600.00
3	CLEAN & TELEWISE STORM SEWER- 18" RCP	964	LF	1.00	962.00	962.00	962.00
4	CLEAN & TELEWISE STORM SEWER- 21" RCP	653	LF	1.00	653.00	653.00	653.00
5	CLEAN & TELEWISE STORM SEWER- 24" RCP	1,459	LF	1.00	328.00	1,448.00	1,448.00
6	CLEAN & TELEWISE STORM SEWER- 27" RCP	400	LF	1.00	391.00	391.00	391.00
7	CLEAN & TELEWISE STORM SEWER- 36" RCP	643	LF	1.00		589.00	589.00
8	TEST PIPE JOINT- 18" RCP	118	EA	107.00		116.00	12,412.00
9	TEST PIPE JOINT- 21" RCP	81	EA	107.00	80.00	80.00	8,560.00
10	TEST PIPE JOINT- 24" RCP	183	EA	107.00	40.00	174.00	18,618.00

**Visu-Sewer, Inc.**

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

**Equal Employment Opportunity/Affirmative Action Employer**



www.visu-sewer.com

CITY OF SPRING LAKE PARK  
 C/O STANTEC  
 2335 WEST HIGHWAY 36  
 ST PAUL, MN 55113

INVOICE NUMBER: 26214-R  
 INVOICE DATE: 1/26/2015  
 (PAGE 2 OF 2)

ATTN: ACCOUNTS PAYABLE  
 RE: MONROE ST. SEWER GROUTING  
 PAY ESTIMATE - FINAL

CUSTOMER NO. 3841  
 JOB NO. 14224M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
12	TEST PIPE JOINT- 36" RCP	79.00	EA	107.00		146.00	15,622.00
13	SEAL PIPE JOINT- 18" RCP	118	EA	40.00		116.00	4,640.00
14	SEAL PIPE JOINT- 21"	81	EA	40.00	80.00	80.00	3,200.00
15	SEAL PIPE JOINT- 24" RCP	183	EA	40.00	40.00	170.00	6,800.00
16	SEAL PIPE JOINT- 27" RCP	48	EA	40.00	94.00	94.00	3,760.00
17	SEAL PIPE JOINT- 36" RCP	79	EA	40.00		146.00	5,840.00
18	CHEMICAL GROUT IN EXCESS OF 8 GALLONS PER JOINT	1900	GAL	10.00	298.00	1,769.00	17,690.00

TOTAL COMPLETED TO DATE 103,585.00

LESS 0% RETAINAGE

LESS PREVIOUS INVOICES 98,405.75

**TOTAL AMOUNT DUE 5,179.25**

**PLEASE REMIT TO:**  
**VISU-SEWER, INC.**  
**P.O. BOX 804**  
**PEWAUKEE, WI 53072-0804**

DUE UPON RECEIPT OF INVOICE.  
 A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY  
 BE CHARGED ON ALL PAST DUE ACCOUNTS.

**Visu-Sewer, Inc.**

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

**Equal Employment Opportunity/Affirmative Action Employer**

**Completed Request: Contractor Affidavit**

Confirmation Number: 0-874-760-576  
Submitted Date and Time: 14-Jan-2015 12:17:56 PM  
Legal Name: VISU SEWER INC  
Federal Employer ID: 39-1219110  
User Who Submitted: weather  
Type of Request Submitted: Contractor Affidavit

**Withholding Affidavit for Contractors**

Fields marked with an asterisk (\*) are required.

Complete the following steps to verify your withholding clearance.

Affidavit Number 1005336624

✔ **Step 1: Enter Contractor Information**

MN Id 3042816

✔ **Step 2: Enter Project Information**

Project Number 14224  
Project Dates May-2014 to Oct-2014  
Project Owner CITY OF SPRING LAKE PARK  
Owner Address 1301 81ST AVE NE  
SPRING LAKE PARK MN 55432 USA

✔ **Step 3: Who worked on this project?**

My Employees Yes  
My Subcontractors None

✔ **Step 4: Who hired you?**

CITY OF SPRING LAKE PARK  
1301 81ST AVE NE  
SPRING LAKE PARK MN 55432 USA

Close

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## FINAL WAIVER OF LIEN

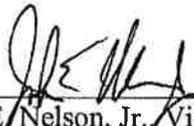
To Whom It May Concern:

WHEREAS, the undersigned has been employed by STANTEC, INC. to furnish labor and materials for STORM SEWER GROUTING work, under a contract, MONROE ST. SEWER GROUTING for the improvement of the premises described as MONROE ST. STORM SEWER in the CITY OF SPRING LAKE PARK, Counties of ANOKA and RAMSEY, State of MINNESOTA, of which CITY OF SPRING LAKE PARK is the owner.

NOW, THEREFORE, this 23<sup>RD</sup> day of JANUARY, 2015, for and in consideration of the sum of FIVE THOUSAND ONE HUNDRED SEVENTY NINE AND 25/100 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Corporate Seal

VISU-SEWER, INC.



---

John E. Nelson, Jr. Vice-President

VS Job #14224M





**Stantec Consulting Services Inc.**  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

February 4, 2014

Mr Dan Buchholtz, Administrator  
City of Spring Lake Park  
1301 - 81st Ave. North  
Spring Lake Park, MN 55432-2116

Re: 2014 Sanitary Sewer Lining Project  
Project No. 193802594  
**Contractor's Request for Payment No. 4/FINAL (Visu-Sewer Invoice #26011-R)**

Dear Dan:

Attached is Contractor's Request for Payment No. 4/FINAL for the 2014 Sanitary Sewer Lining Project (Visu-Sewer Invoice # 26011-R). The request covers release of the final project retainage from work completed last year. A separate invoice may be processed next year if the Public Works Department directs Visu-Sewer to complete 1-year warranty televising.

We recommend payment of Contractor's Request for Payment No. 4/Final for the 2014 Sewer Lining Project to **Visu-Sewer Inc. in the amount of \$8,209.70**. Approval of this payment constitutes final project acceptance. The contractor has submitted lien waivers and an IC-134 form.

The final total construction cost for the 2014 Sewer Lining Work completed by Visu-Sewer is \$164,182.70. Approximately \$6,750 in additional contracting will be completed in 2015 if the Public Works Director elects to have 1-year warranty televising completed.

Should you have any questions, please feel free to contact me at 651-604-4885.

Sincerely,  
**STANTEC**

A handwritten signature in green ink that reads "Phil Gravel".

Phil Gravel

cc: Terry Randall

Enclosures: Visu-Sewer Invoice 26011-R processed as Payment Request 4/Final, Contractor Affidavit of Withholding Tax, and Final Lien Waiver.



www.visu-sewer.com

SPRING LAKE PARK  
 1301 81ST AVENUE NE  
 SPRING LAKE PARK, MN 55432

INVOICE NUMBER: 26011-R  
 INVOICE DATE: 1/26/2015

ATTN: ACCOUNTS PAYABLE  
 RE: PAY ESTIMATE - FINAL

CUSTOMER NO. 1207  
 JOB NO. 14108M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
1	MOB	1	LS	500.00	0.50	1.00	500.00
2	TRAFFIC	1	LS	500.00	0.50	1.00	500.00
3	8"-9" CIPP	5,520	LF	22.20	1,159.00	5,916.00	131,335.20
4	12" CIPP	1,010	LF	29.50	1,005.00	1,005.00	29,647.50
5	GROUT LATERAL CONNECTION	9	EA	350.00	-	-	-
6	CCTV & INSPECTION (1 YR)	6,750	LF	1.00			-
A	TRANSITION BAG	2	EA	1,100.00		2.00	2,200.00

TOTAL WORK COMPLETED	164,182.70
LESS 0% RETAINAGE	
LESS PREVIOUS INVOICES	155,973.57
TOTAL AMOUNT DUE	8,209.13

**PLEASE REMIT TO:**  
**VISU-SEWER, INC.**  
**P.O. BOX 804**  
**PEWAUKEE, WI 53072-0804**

DUE UPON RECEIPT OF INVOICE.  
 A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY  
 BE CHARGED ON ALL PAST DUE ACCOUNTS.

**Visu-Sewer, Inc.**

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

Equal Employment Opportunity/Affirmative Action Employer

### Contractor Affidavit Submitted



Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 0-428-329-344  
Submitted Date and Time: 14-Jan-2015 12:30:22 PM  
Legal Name: VISU SEWER INC  
Federal Employer ID: 39-1218110  
User Who Submitted: wealher  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 1199567328  
Account Number: 3042816  
Project Owner: CITY OF SPRING LAKE PARK  
Project Number: 14108  
Project Begin Date: 15-Mar-2014  
Project End Date: 15-Sep-2014  
Project Location: SPRING LAKE PARK  
Project Amount: \$164,182.70  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-282-9999, (Greater Minnesota) 800-657-3594, (TTY Users) Call 711 for Minnesota Relay, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

#### How to View and Print this Request

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[Click here to go to the History Tab](#)

## FINAL WAIVER OF LIEN

To Whom It May Concern:

WHEREAS, the undersigned has been employed by CITY OF SPRING LAKE PARK to furnish labor and materials for CIPP LINING AND TELEVISIONING work, under a contract, 2014 SEWER LINING PROJECT for the improvement of the premises described as VARIOUS in the CITY OF SPRING LAKE PARK, Counties of ANOKA and RAMSEY, State of MINNESOTA, of which CITY OF SPRING LAKE PARK is the owner.

NOW, THEREFORE, this 23<sup>RD</sup> day of JANUARY, 2015, for and in consideration of the sum of EIGHT THOUSAND TWO HUNDRED NINE AND 13/100 Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the undersigned does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien with respect to and on said above-described premises, and the improvements thereon, and on the monies or other considerations due or to become due from the owner, by virtue of said contract, on account of labor, services, materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises, but only to the extent of the payment aforesaid.

Corporate Seal

VISU-SEWER, INC.



---

John E. Nelson, Jr., Vice-President

VS Job #14108M



February 4, 2015

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

**Reference:** 2013 Sewer Lining Project  
Project No. 193801799  
**Contractor's Request for Payment No. 3/FINAL**

Honorable Mayor and City Council:

Attached is Contractor's Request for Payment No. 3/FINAL for the 2013 Sanitary Sewer Lining Project. The request covers the final warranty televising and release of final retainage for the 2013 lining project.

Approval of this payment means final acceptance of the work. With this payment, the total final construction amount for the 2013 sanitary sewer lining project is \$154,648.00. Lining on this project included segments on 81<sup>st</sup> Avenue and Able Street.

We recommend payment of Contractor's Request for Payment No. 3/FINAL for the 2013 Sewer Lining Project to **Insituform Technologies USA, LLC in the amount of \$7,732.40**. The contractor has submitted lien waivers and an IC-134 proof on tax payment form.

Should you have any questions, please feel free to contact us.

Regards,

**Stantec**

A handwritten signature in blue ink that reads "Phil Gravel".

Phil Gravel  
651-604-4885

Enclosure

cc: Dan Buchholtz  
Terry Randall



Owner: City of Spring Lake Park, 1301 81st Ave. NE, Spring Lake Park, MN 55432	Date: April 24, 2014
For Period: 10/1/2013 to 10/16/2013	Request No: 3/FINAL
Contractor: Insituform, P. O. Box 674060, Dallas, TX 75267	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
 2013 SEWER LINING PROJECT  
 STANTEC PROJECT NO. 193801799

SUMMARY

1	Original Contract Amount		\$	<u>128,298.00</u>
2	Change Order - Addition	\$	<u>26,775.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>155,073.00</u>
5	Value Completed to Date		\$	<u>154,648.00</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>154,648.00</u>
8	Less Retainage 0%		\$	<u>0.00</u>
9	Subtotal		\$	<u>154,648.00</u>
10	Less Amount Paid Previously		\$	<u>146,915.60</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	<u>3/FINAL</u>	\$	<u><u>7,732.40</u></u>

Recommended for Approval by:  
**STANTEC**

*Phil Howell 2/4/15*

Approved by Contractor:  
**INSITUFORM**

see attached

Approved by Owner:  
**CITY OF SPRING LAKE PARK**

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
<b>BASE BID:</b>							
1	MOBILIZATION	LS	1	2250.00		1	\$2,250.00
2	TRAFFIC CONTROL	LS	1	1500.00		1	\$1,500.00
3	12" CIPP	LF	4280	29.10		4280	\$124,548.00
4	LATERAL GROUTING per C. O. Appd. 12.2.13	EA	63	425.00	62	62	\$26,350.00
TOTAL BASE BID and CHANGE ORDER:							<u>\$154,648.00</u>

TOTAL BASE BID and CHANGE ORDER:  
**TOTAL WORK COMPLETED TO DATE**

\$154,648.00  
**\$154,648.00**

**PROJECT PAYMENT STATUS**

OWNER CITY OF SPRING LAKE PARK  
STANTEC PROJECT NO. 193801799  
CONTRACTOR INSITUFORM

**CHANGE ORDERS**

No.	Date	Description	Amount
1	12.2.13	Lateral Grouting	\$26,775.00
<b>Total Change Orders</b>			<b>\$26,775.00</b>

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1	10/01/2013	10/16/2013	121,883.10	6,414.90	128,298.00
2	10/17/2013	04/20/2014	25,032.50	7,732.40	154,648.00
<b>3/FINAL</b>	04/21/2014	01/28/2015	<b>7,732.40</b>		154,648.00



## MINNESOTA • REVENUE

### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 1-570-027-904  
Submitted Date and Time: 29-Jan-2015 7:46:30 AM  
Legal Name: AMERICAN ENVIRONMENTAL LLC  
Federal Employer ID: 27-0776037  
User Who Submitted: americanenviro  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 592412672  
Account Number: 1250560  
Project Owner: CITY OF SPRING LAKE PARK  
Project Number: 101832  
Project Begin Date: 01-Jun-2013  
Project End Date: 30-Sep-2014  
Project Location: 2013 SEWER LINING PROJECT  
Project Amount: \$12,894.80  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-282-9999, (Greater Minnesota) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

#### How to View and Print this Request

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Please [print this confirmation page](#) for your records using the print or save functionality built into your browser.

## MINNESOTA · REVENUE

### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

#### Confirmation Summary

Confirmation Number: 2-120-530-304  
Submitted Date and Time: 28-Jan-2015 1:06:49 PM  
Legal Name: INFRASTRUCTURE TECHNOLOGIES INC  
Federal Employer ID: 41-1780562  
User Who Submitted: infralechmn  
Type of Request Submitted: Contractor Affidavit

#### Affidavit Summary

Affidavit Number: 1498431488  
Account Number: 1576478  
Project Owner: CITY OF SPRING LAKE PARK  
Project Number: 101832  
Project Begin Date: 15-Jan-2014  
Project End Date: 24-Mar-2014  
Project Location: 2013 SEWER LINING PROJECT  
Project Amount: \$25,384.00  
Subcontractors: No Subcontractors

#### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

#### Contact Us

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-262-9999, (Greater Minnesota) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

#### How to View and Print this Request

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Please [print this confirmation page](#) for your records using the print or save functionality built into your browser.

**MINNESOTA • REVENUE****Contractor Affidavit Submitted**

Thank you, your Contractor Affidavit has been approved.

**Confirmation Summary**

Confirmation Number: 0-157-809-024  
 Submitted Date and Time: 3-Feb-2015 9:04:56 AM  
 Legal Name: INSITUFORM TECHNOLOGIES USA LLC  
 Federal Employer ID: 43-1319597  
 User Who Submitted: 3560426  
 Type of Request Submitted: Contractor Affidavit

**Affidavit Summary**

Affidavit Number: 182167312  
 Account Number: 3560426  
 Project Owner: CITY OF SPRING LAKE PARK  
 Project Number: 101832  
 Project Begin Date: 01-Jun-2013  
 Project End Date: 30-Sep-2014  
 Project Location: 2013 SEWER LINING PROJECT  
 Project Amount: \$154,648.00

**Subcontractor Summary**

Name	ID	Affidavit Number
AMERICAN ENVIRONMENTAL, LLC	1250560	592412672
INFRATECH INFRASTRUCTURE TECHNOLOGIES, INC.	1576478	1498431488

**Important Messages**

A copy of this page must be provided to the contractor or government agency that hired you.

**Contact Us**

If you need further assistance, contact our Withholding Tax Division at (Metro Area) 651-282-9999, (Greater Minnesota) 800-657-3594, or (email) [Withholding.tax@state.mn.us](mailto:Withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

**How to View and Print this Request**

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Please [print this confirmation page](#) for your records using the print or save functionality built into your browser.

American Environmental, LLC  
3086 Walden Drive  
Chaska, MN 55318

FINAL LIEN WAIVER

Reference that certain Agreement between American Environmental, LLC as Subcontractor and Insituform Technologies USA, LLC as Contractor, on Project known as: Spring Lake Park, MN 2013 Sewer Lining Project, for work to be performed by said Subcontractor. Reference also that certain Invoice No(s) of Subcontractor to said Contractor in the amount of \$12,894.80 for work, labor and materials installed in or furnished for said Project by and through Insituform Technologies USA, Inc., of which Contractor has made payment in the amount of \$12,894.80, leaving an unpaid balance in the amount of \$0.00.

Subcontractor acknowledges receipt of Contractors remittance for the amount of \$12,894.80 as final payment and contingent upon the final clearance and payment of said remittance, and further Subcontractor agrees to and does hereby waive and release said Property, Project, Owner and Contractor from any and all liens, statutory or otherwise, for any and all work, labor and materials furnished by or through Insituform Technologies on said project to and including the work, labor and materials to the extent of payment in the amount of \$12,894.80.

The remittance of Contractor identified as payment of \$12,894.80 marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that amount was paid and that said payment thereof was received by Subcontractor and this Lien Waiver shall become effective automatically and without requirement of any further act, acknowledgement or receipt on the part of the Subcontractor named herein.

Dated this 29<sup>th</sup> day of January, 2015

American Environmental, LLC

By: [Signature]

Title: OWNER

Subscribed and sworn to before me, the undersigned Notary Public within and for the State of Minnesota, and the County of Scott, this 29<sup>th</sup> day of January, 2015 in the City of Belle Plaine.

[Signature]  
Notary Public within and for said County and State:



My commission expires: January 31, 2018

Infratech Infrastructure Technologies, Inc.  
21040 Commerce Blvd  
Rogers, MN 55374-9341

FINAL LIEN WAIVER

Reference that certain Agreement between Infratech Infrastructure Technologies, Inc. as Subcontractor and Insituform Technologies USA, LLC as Contractor, on Project known as: Spring Lake Park, MN 2013 Sewer Lining Project, for work to be performed by said Subcontractor. Reference also that certain Invoice No(s) of Subcontractor to said Contractor in the amount of \$25,384.00 for work, labor and materials installed in or furnished for said Project by and through Insituform Technologies USA, Inc., of which Contractor has made payment in the amount of \$25,384.00, leaving an unpaid balance in the amount of \$0.00.

Subcontractor acknowledges receipt of Contractors remittance for the amount of \$25,384.00 as final payment and contingent upon the final clearance and payment of said remittance, and further Subcontractor agrees to and does hereby waive and release said Property, Project, Owner and Contractor from any and all liens, statutory or otherwise, for any and all work, labor and materials furnished by or through Insituform Technologies on said project to and including the work, labor and materials to the extent of payment in the amount of \$25,384.00. .

The remittance of Contractor identified as payment of \$25,384.00 marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that amount was paid and that said payment thereof was received by Subcontractor and this Lien Waiver shall become effective automatically and without requirement of any further act, acknowledgement or receipt on the part of the Subcontractor named herein.

Dated this 28<sup>th</sup> day of January, 2015

Infratech Infrastructure Technologies, Inc.

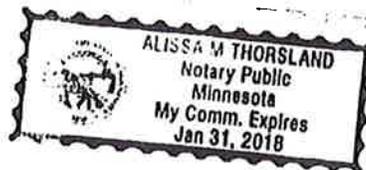
By: [Signature]

Title: President

Subscribed and sworn to before me, the undersigned Notary Public within and for the State of Minnesota, and the County of Hennepin, this 28<sup>th</sup> day of January, 2015 in the City of Rogers.

[Signature]  
Notary Public within and for said County and State: Hennepin, MN

My commission expires: 01/31/18



Insituform Technologies USA, LLC  
3086 Walden Drive  
Chaska, MN 55318

FINAL LIEN WAIVER

Reference that certain Agreement between Insituform Technologies USA, LLC as Subcontractor and Insituform Technologies USA, LLC as Contractor, on Project known as: Spring Lake Park, MN 2013 Sewer Lining Project, for work to be performed by said Subcontractor. Reference also that certain Invoice No(s) of Subcontractor to said Contractor in the amount of \$154,648.00 for work, labor and materials installed in or furnished for said Project by and through Insituform Technologies USA, Inc., of which Contractor has made payment in the amount of \$154,648.00, leaving an unpaid balance in the amount of \$0.00.

Subcontractor acknowledges receipt of Contractors remittance for the amount of \$154,648.00 as final payment and contingent upon the final clearance and payment of said remittance, and further Subcontractor agrees to and does hereby waive and release said Property, Project, Owner and Contractor from any and all liens, statutory or otherwise, for any and all work, labor and materials furnished by or through Insituform Technologies on said project to and including the work, labor and materials to the extent of payment in the amount of \$154,648.00.

The remittance of Contractor identified as payment of \$154,648.00 marked "paid" or otherwise canceled by the bank against which said remittance was drawn shall constitute conclusive proof that amount was paid and that said payment thereof was received by Subcontractor and this Lien Waiver shall become effective automatically and without requirement of any further act, acknowledgement or receipt on the part of the Subcontractor named herein.

Dated this 3rd day of February, 2015

Insituform Technologies USA, LLC

By: 

Title: Area Controller

Subscribed and sworn to before me, the undersigned Notary Public within and for the State of Missouri, and the County of Saint Charles, this 3<sup>rd</sup> day of February, 2015 in the City of Saint Charles.



Notary Public within and for said County and State:

My commission expires: March 19, 2015





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

Business License - Tobacco

February 17, 2015

Ecig and Supply, LLC. Dba Dick's Vape Shop

7777 Hwy 65 NE





## Police Report

January 2015

Submitted for Council Meeting – February 17, 2015

The Spring Lake Park Police Department for the month of January 2015 responded to three hundred and ninety-two calls for service. This is compared to responding to three hundred and eighty-nine calls for service in January 2014.

The police department for the month of January 2015 issued one hundred and forty-seven citations. This is compared to issuing one hundred and ninety-two citations in January of 2014.

Investigator Baker reports handling a case load of eighty-two cases for the month of January 2015. Forty-eight of these cases were felony in nature, twenty-one of these cases were gross misdemeanor in nature and thirteen of these cases were misdemeanor in nature. Investigator Baker noted a couple of cases of interest, (A 2<sup>nd</sup> Degree Assault Case and a 3<sup>rd</sup> Degree Assault Case) both occurred at a local business in the 8400 block of Plaza Blvd. The 2<sup>nd</sup> Degree Assault Case occurred in the parking lot in which multiple individuals were physically assaulted, one individual received multiple stab wounds from a knife and one individual was transported by ambulance for their injuries. The 3<sup>rd</sup> Degree Assault Case was a physical altercations inside the business establishment. Both cases are currently under investigation and will be considered for criminal charges. For further details see Investigator Baker's attached report.

The School Resource Officer, Officer Fiske reports responding to fifteen calls for service at our local schools. Officer Fiske also reports having twenty-three student contacts, nine escorts and sixteen follow up investigations to school related incidents. Officer Fiske indicates the month of January 2015 has been a busy month since school resumed on January 5<sup>th</sup> after the holiday break. Officer Fiske noted having a wide variety of calls ranging from assaults to truancy issues. 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 January 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 throughout the month to include but not limited to:

- Attending a Department Head meeting held here at City Hall.
- Held a meeting with City Attorney Dawn Speltz to discuss multiple issues regarding legislative updates to Department Policies.
- Participated in a mediation meeting with Administrator Buchholtz, representatives from Rumble Industries, Moving Forward and the respective property owners.
- Attended a meeting with Administrator Buchholtz and City Attorney Carson regarding legal issues and the police department.
- I attended the Anoka County Joint Law Enforcement Council Meeting with Mayor Hanson.
- I attended the Public Safety Data System Governance Committee meeting held in Anoka, MN.
- I attended the monthly meeting of the Anoka County Chiefs of Police.

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

Are there any questions?



Investigator  
Brad Baker

# Spring Lake Park Police Department Investigations Monthly Report

## January 2015

### Total Case Load

#### Case Load by Level of Offense: 82

<b>Felony</b>	<b>48</b>
<b>Gross Misdemeanor</b>	<b>21</b>
<b>Misdemeanor</b>	<b>13</b>

#### Case Dispositions:

<b>County Attorney</b>	<b>2</b>
<b>Juvenile County Attorney</b>	<b>0</b>
<b>City Attorney</b>	<b>3</b>
<b>Forward to Other Agency</b>	<b>0</b>
<b>SLP Liaison</b>	<b>0</b>
<b>Carried Over</b>	<b>72</b>
<b>Unfounded</b>	<b>0</b>
<b>Exceptionally Cleared</b>	<b>0</b>
<b>Closed/Inactive</b>	<b>5</b>

**Notes:**

[Pick the date]

<b>Incidents by School Location</b>	<b>Reports (ICRs)</b>	<b>Student Contacts</b>	<b>Escorts/Other</b>	<b>Follow Up Inv.</b>
Spring Lake Park High School	13	23	8	13
Discovery Days (pre-school)				
Lighthouse School				
Park Terrace Elementary School				
District Office				
Able and Terrace Parks (School Related)				
School Related				
Miscellaneous Locations	2		1	3
Totals:	15	23	9	16

<b>Breakdown of Reports (ICRs)</b>	
Theft/missing items reports (cellphones, iPods, bikes, etc...)	4
Students charged with Assault or Disorderly Conduct	1
Students charged with other crimes	2
Non-students Charged	
Warrant Arrests	
Miscellaneous reports	8

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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:** REQUEST TO CHANGE BANKING SERVICES FROM WELLS FARGO TO U.S. BANK/4M FUND  
**DATE:** JANUARY 28, 2015

---

The City of Spring Lake Park currently utilizes Wells Fargo as its depository for day-to-day banking operations for its General Fund, Liquor Fund, Payroll Fund and Lottery Fund. The investment of the City's excess reserve funds is currently handled by Morgan Stanley and UBS.

Wells Fargo charges the City for services utilized in the course of business, including, but not limited to, the cost to collateralize the City's deposits, ACH transactions, branch coin/currency services, and electronic deposit services (cashing checks). The City paid over \$14,000 in 2014 for these services.

To get a handle on these fees, I had initially planned to issue a Request for Proposals for banking services. However, in the process of researching the RFP, I learned of a partnership between US Bank and the Minnesota Municipal Money Market Fund (4M Fund) that is run by the League of Minnesota Cities.

US Bank and the 4M Fund have negotiated favorable pricing rates. After reviewing our Client Analysis Statement from Wells Fargo, a US Bank representative stated that our bank fees under the favorable pricing rate would average \$1,800/year. This is a savings of over \$12,000/year.

The nearest US Bank location is across the street from Northtown Mall, which is convenient for the City's day-to-day banking transactions.

In order to achieve these savings, the City Council must authorize the City's participation in the 4M Fund and to name US Bank and the 4M Fund as City depositories. The attached resolutions will do just that.

Once the resolutions are approved, City staff will begin the process of transitioning its accounts to US Bank/4M Fund. That process will likely take 3 months.

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



## **RESOLUTION NO. 15-04**

### **A RESOLUTION AUTHORIZING MEMBERSHIP IN THE 4M FUND**

**WHEREAS**, Minnesota Statutes (the Joint Powers Act) provides that governmental units may jointly exercise any power common to the contracting parties; and

**WHEREAS**, the Minnesota Municipal Money Market Fund (the 4M Fund) was formed in 1987, pursuant to the Joint Powers Act and in accordance with Minnesota Investment Statues, by the adoption of a joint powers agreement in the form of a Declaration of Trust; and

**WHEREAS**, the Declaration of Trust, which has been presented to this council, authorizes municipalities of the State of Minnesota to become Participants of the Fund and make use from time to time including the 4M Liquid Asset Fund, the 4M Plus Fund, the Fixed Rate Program and other Fund services offered by the Fund; and

**WHEREAS**, this Council deems it to be in the best interest for the municipality to make use of, from time to time, the approved services provided by the 4M Fund's service provides including the Investment Advisor and Administrator, Voyageur Asset Management, the Sub Administrator, PMA Financial Network, Inc., or the Fixed Rate Investment Program Administrator, RBC Dain Rauscher, and the Custodian, U.S. Bancorp ("Service Provides") and/or their successors; and

**WHEREAS**, this Council deems it advisable for this municipality to enter into the Declaration of Trust and become a Participant of the Fund for the purpose of joint investment with other municipalities so as to enhance the investment earnings accruing to each.

#### **NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1.** This municipality shall become a Participant of the Fund and adopt and enter into the Declaration of Trust, a copy of which shall be filed with this Resolution. The appropriate officials are hereby authorized to execute those documents necessary to effectuate entry into the Declaration of Trust and the participation of all Fund programs.

**Section 2.** This municipality is authorized to invest monies from time to time and to withdraw such monies from time to time in accordance with the provisions of the Declaration of Trust. The following officers of the municipality or their successors are designated as "Authorized Officials" with authority to effectuate investments and withdrawals in accordance with the Declaration of Trust:

Cindy Hansen, Mayor  
Daniel R. Buchholtz, Administrator, Clerk/Treasurer  
Jeanne Mason, Acting Mayor  
Peggy Anderson, Accountant

**Section 3.** The Trustees of the Fund are designated as having official custody of those monies invested in accordance with the Declaration of Trust.

**Section 4.** That the municipality may open depository accounts, enter into wire transfer agreements, safekeeping agreements, third party surety agreements securing deposits, collateral agreements and lockbox agreements with institutions participating in Fund programs including U.S. Bancorp, its successor, or programs of PMA Financial Network, Inc., or Voyageur Asset Management or RBC Dain Rauscher and that these institutions shall be deemed eligible depositories for municipality. PMA Financial Network Inc., Voyageur Asset Manager and/or RBC Dain Rauscher and their successors are authorized to act on behalf of this municipality as its agent with respect to such accounts and agreements. Monies of this entity may be deposited in such depositories, from time to time in the discretion of the Authorized Officials, pursuant to the Fund's Programs available through its Services Providers.

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 17th day of February, 2015.

APPROVED BY:

---

Cindy Hansen, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator

D' 406

MINNESOTA MUNICIPAL

MONEY MARKET FUND

(A Minnesota entity formed  
pursuant to the  
Minnesota Joint Powers Act)

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DECLARATION OF TRUST  
(As adopted in January, 1987)

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034869

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Execution

WITNESETH:

WHEREAS, Minnesota Statutes, Section 471.59 (the "Joint Powers Act") provides, among other things, that governmental units (as such term is defined therein), by agreement entered into through action of their governing bodies, may jointly or cooperatively exercise any power common to the contracting parties; and

WHEREAS, the term "governmental unit" is defined in the Joint Powers Act to include municipality as defined herein; and

WHEREAS, all of the Initial Participants are Municipalities of the State of Minnesota that desire to enter into an agreement and thereby establish an entity for joint investment, under the provisions of the aforementioned Joint Powers Act, pursuant to this Declaration of Trust for the purpose of combining their respective available investment funds not currently needed by such Municipalities so as to enhance the investment opportunities available to them and increase the investment earnings accruing to them respectively; and

WHEREAS, this Declaration of Trust is intended to be an agreement entered into pursuant to the Joint Powers Act for the purpose of better exercising the Participants' power to invest their respective funds in accordance with the Laws of the State of Minnesota; and

WHEREAS, the Board or Council of each of the Initial Participants has duly adopted a resolution authorizing the applicable Initial Participant to become a party to, and has approved, this Declaration of Trust pursuant to the Joint Powers Act; and

WHEREAS, the Board or Council of each of the Initial Participants, by its aforementioned approval of this Declaration of Trust, has authorized the investment of funds of such Initial Participant in investments of the nature permitted by Minnesota Law, as applicable, and in the manner contemplated by this Declaration of Trust; and

WHEREAS, it is proposed that the beneficial interest in the 4M Fund's assets shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the 4M Fund or its agent; and

WHEREAS, the Initial Participants anticipate the other Municipalities of the State of Minnesota may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Initial Participants hereby declare that all moneys, assets, securities, funds and property now or hereafter acquired pursuant to this agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I

The 4M Fund

1.01 Name. The name of the common law trust created by this Declaration of Trust shall be "Minnesota Municipal Money Market Fund" (the 4M Fund) and, so far as may be practicable, the Trustees shall conduct the 4M Fund's activities, execute all documents and sue or be sued under that name, which name (and the word "4M Fund" wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisers, consultants, accountants, or Participants of the 4M Fund or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal or convenient, they may use such other designation or they may adopt such other name for the 4M Fund as they deem proper, and the 4M Fund may hold property and conduct its activities under such designation or name. The Trustees shall take such actions as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Minnesota or the United States of America so as to protect and reserve the right of the 4M Fund in and to such name.

1.02 Purpose: Only Certain Minnesota Municipalities to be Participants.

(a) The purpose of the 4M Fund is to provide a means through which Municipalities may jointly and cooperatively exercise their power to invest their respective available funds so as to enhance their investment opportunities pursuant to an investment program conducted in accordance with the Laws of the State of Minnesota, from time to time in effect, governing the investment of the Municipal Funds. Only Municipalities organized under the Laws of the State of Minnesota may become Participants. A Municipality may become a party to this Declaration of Trust and may place moneys in the 4M Fund only after its Board or Council has duly adopted a resolution, or taken other applicable official action, authorizing such Municipality to become a Participant of the 4M Fund and adopting this Declaration of Trust.

(b) It is not necessary for a municipality to place any funds in the 4M Fund to become a Participant, and no minimum investment balance must be maintained by a Municipality which has become a Participant in order for such Municipality to continue to be a Participant.

1.03 Location. The 4M Fund shall maintain an office of record in the State of Minnesota and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the 4M Fund shall be: c/o League of Minnesota Cities, 183 University Ave. East, St. Paul, Minnesota 55101. The office of record may be changed from time to time by resolution of the Trustees, and notice of such change of the office of record shall be given to each Participant.

1.04 Nature of 4M Fund and Declaration of Trust.

(a) The 4M Fund shall be a common law trust (also known as a business trust) organized and existing under the laws of the State of Minnesota. The 4M Fund is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership,

joint venture, corporation, investment company, joint stock association or joint stock company. The Participants shall be beneficiaries of the 4M Fund, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Declaration of Trust is an agreement of indefinite term regarding the joint or cooperative exercise of a power common to the parties thereto, within the meaning of the Joint Powers Act.

1.05 Definitions. As used in this Declaration of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Board of Trustees" or "Trustees" shall mean the Board of Directors of the League of Minnesota Cities.

reordered { "Board" or "Council" shall mean the governing body of a Municipality as defined herein.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Administrator under the applicable provisions of Section 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Declaration of Trust as amended, restated or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Employee of a Municipality" or "Municipal Employee" shall mean a director of finance, a finance official or other managerial employee of a Municipality charged with responsibility for municipal finance.

"4M Fund" shall mean the common law trust created by this Declaration of Trust.

"4M Fund Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the 4M Fund or the Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the 4M Fund or the Trustees.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the 4M Fund to participants and potential Participants of the 4M Fund as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean the League of Minnesota Cities and the City of Minnetonka which Municipalities initially formed the 4M Fund by the execution and adoption of this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Joint Powers Act" shall mean Minnesota Statutes, Section 471.59.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, or any court or similar entity established by any thereof.

reordered { "Municipality" shall mean county, city, town, public authority, public corporation, public commission, special district, any other political subdivision, or an agency of the state or its subdivisions and any "instrumentality" (as that term is defined in the Joint Powers Act) of a municipality. }

"Participants" shall mean the Initial Participants and the Municipalities which adopt this Declaration of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments referred to in Paragraph (b) or Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (which or not legal entities) and governments and agencies and political subdivisions thereof.

"Share" shall mean the unit used to denominate and measure the respective beneficial interests of the Participants in the Fund Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Technical Advisory Board" shall mean the persons appointed by the Trustees to act as technical advisors to the Trust.

ARTICLE II

Powers of the Trustees

2.1 General. Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the 4M Fund Property and other the affairs of the 4M Fund to the same extent as if the Trustees were the sole and absolute owners of the 4M Fund Property in their own right, and

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with such powers of delegation as may be permitted by this Declaration of Trust. The trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the 4M Fund or promoting the interests of the 4M Fund and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order or, or resort to, any court.

2.2 Permitted Investments. The Trustees shall have full and complete power, subject in all respects to Article IV hereof,

(a) to conduct, operate and provide an investment program for the Participants;  
and

(b) for such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, without limitation, as of the date hereof, the following:

(i) any security which is a direct obligation of or is guaranteed as to payment of principal and interest by the United States of America or any agency or instrumentality thereof;

(ii) shares of an investment company (1) registered under the federal investment company act of 1940, whose shares are registered under the federal securities act of 1933, and (2) whose only investments are in securities described in the preceding clause and repurchase agreements fully collateralized by those securities, if the repurchase agreements are entered into only with those primary reporting dealers that report to the Federal Reserve Bank of New York and with the 100 largest United States commercial banks;

(iii) any security which is a general obligation of the State of Minnesota or any of its municipalities;

(iv) bankers acceptances of United States banks eligible for purchase by the Federal Reserve System;

(v) commercial paper issued by United States corporations or their Canadian subsidiaries that is of the highest quality and matures in 270 days or less;

(vi) deposits in a national bank or in a state bank or thrift institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that any such deposit shall be insured, bonded or collateralized in the manner required by Law and that any such bank or thrift institution shall meet criteria designated from time to time by the Trustees;

(vii) repurchase agreements (a) with any bank qualified as a depository of money held in the debt service fund of a municipality of the State of Minnesota or (b) with any national or state bank in the United States of America which is a member of the Federal Reserve System and whose combined capital and surplus equals or exceeds \$10,000,000 or (c) with a Primary Reporting Dealer in United States Government Securities to the Federal Reserve Bank of New York as such term is defined in Minnesota Statutes, Section 475.51, Subdivision 11 or (d) a securities

broker-dealer having its principal executive office in Minnesota, licensed pursuant to Chapter 80A or an affiliate of it, regulated by the Securities and Exchange Commission and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt; and

(viii) such other investment instruments now or hereafter permitted by applicable Law for the investment of moneys of Municipalities organized under the laws of the State of Minnesota.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the 4M Fund. Except as otherwise provided in this Declaration of Trust, the Trustees shall not be limited by any Law now or hereafter in effect limiting the investments which may be held or retained by trustees or other fiduciaries, and they shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust, that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust.

2.3 Legal Title.

(a) Legal title to all of the 4M Fund Property shall be vested in the Trustees on behalf of the Participants and be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any 4M Fund Property to be held, on behalf of the Participants, by or in the name of the 4M Fund, or in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the 4M Fund is adequately protected.

(b) The right, title and interest of the Trustees in and to the 4M Fund Property shall vest automatically in all persons who may hereafter become Trustees upon their election to the Board of Directors of the League of Minnesota Cities and qualification without any further act. Upon the expiration of term of office, resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he (and in the event of his death, his estate) shall automatically cease to have any right, title or interest in or to any of the 4M Fund Property, and the right, title and interest of such Trustee in and to the 4M Fund Property shall vest automatically in the remaining Trustees without any further act.

2.4 Disposition of Assets. Subject in all respects to Article IV hereof and to the Laws from time to time applicable to Municipalities of the State of Minnesota, the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all 4M Fund Property free and clear of any and all trusts and restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the 4M Fund, to give consents and make contracts relating to 4M Fund Property or its use.

2.5 Taxes. The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the 4M Fund

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or the Trustees in connection with the 4M Fund Property or upon or against the 4M Fund Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.

2.6 Rights as Holders of 4M Fund Property. The Trustees shall have full and complete power to exercise on behalf of the Participants all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the 4M Fund Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.

2.7 Delegation: Committees. The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the 4M Fund, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of 4M Fund Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a committee of the Trustees as provided in Section 9.9 hereof) or to officers, employees or agents of the 4M Fund (including, without limitation, the Administrator, the Adviser and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the 4M Fund, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the 4M Fund.

2.8 Collection. The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the 4M Fund; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the 4M Fund Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the 4M Fund; (v) to exercise any power of sale held by them, and to convey good title hereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any person which form a part of the 4M Fund Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities, investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments, and (ix) to pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Payment of Expenses. The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment thereof; and (iii) to pay appropriate compensation or fees from the funds of the 4M Fund to Persons with whom the 4M Fund has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the 4M Fund. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for

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expenses reasonably incurred by themselves or any one or more of themselves on behalf of the 4M Fund.

2.10 Borrowing and Indebtedness. The Trustees shall not have the power to borrow money or incur indebtedness on behalf of the 4M Fund, or authorize the Fund to borrow money or incur indebtedness, except as provided in clause (iv) of Section 4.2 of this Declaration of Trust, but only if and to the extent permitted by Law. X

2.11 Deposits. The Trustees shall have full and complete power to deposit, in such manner as may now or hereafter be permitted by Law, any moneys or funds, included in the 4M Fund Property, and intended to be used for the payment of expenses of the 4M Fund or the Trustees, with one or more banks, or thrift institutions meeting the requirements of Section 2.2(b)(vi) hereof. Such deposits are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank or thrift institution with which the moneys, investments, or securities have been deposited. Each such bank or thrift institution shall comply, with respect to such deposits, with all applicable requirements of all applicable Laws, including, but not limited to, Laws of the State of Minnesota relating to Municipalities.

2.12 Valuation. The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the 4M Fund Property and to revalue the 4M Fund Property.

2.13 Fiscal Year; Accounts. The Trustees shall have full and complete power to determine the fiscal year of the 4M Fund and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the 4M Fund shall terminate on June 30 and commence on July 1 of each calendar year.

2.14 Concerning the 4M Fund and Certain Affiliates.

(a) The 4M Fund may enter into transactions with any Affiliate of the 4M Fund or of the Adviser, the Administrator, or the Custodian or of any Trustee, officer, director or employee of the 4M Fund or with any Affiliate of an agent of the 4M Fund or of the Adviser, the Administrator, or the Custodian if (i) each such transaction (or type of transaction) had, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the 4M Fund) who is a party to the transaction or transactions with the 4M Fund and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the 4M Fund and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the 4M Fund or with the Person who is a party to the transaction or transactions with the 4M Fund.

(b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Minnesota, in the absence of fraud, a contract, act or other transaction between the 4M Fund and any other Person, or in which the 4M Fund is interested, is valid and no Trustee, officer, employee or agent of the 4M Fund shall have any liability as a result of entering into any such contract, act or transaction even though (i) one or more of the Trustees, officers, employees or agents of such other Person, or (ii) one or more of the Trustees, officers, employees, or agents of the 4M Fund, individually or jointly with or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is

approved by a majority of the Participants.

(c) Any Trustee or officer, employee, or agent of the 4M Fund may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the 4M Fund, which interests and activities may be similar to those of the 4M Fund and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the 4M Fund shall be free of any obligation to present to the 4M Fund any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the 4M Fund, even if such opportunity is of a character which, if presented to the 4M Fund, could be taken by the 4M Fund.

(d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the 4M Fund may be interested as trustee, officer, director, stockholder, partner, member, agent, adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the 4M Fund, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Fund or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the 4M Fund.

(e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.

(f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Minnesota concerning conflicts of interest, including, but not limited to, Minnesota Statutes, Sections 471.87 and 471.88, or any other Law limiting the Participants' power to enter into such transaction, and the By-Laws of the 4M Fund may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons a continuing and suitable investment program, consistent with the investment policies and objectives of the 4M Fund set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more of their number or to the Adviser.

2.16 Power to Contract, Appoint, Retain and Employ.

(a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the 4M Fund, including any Person or Persons who, under the supervision of the Trustees, may, among other things: (i) serve as the 4M Fund's investment adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the 4M Fund's administrator or co-administrators; (iii)

furnish reports to the Trustees and provide research, economic and statistical data in connection with the 4M Fund's investments; (iv) act as consultants, accountants, technical advisers, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the 4M Fund, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contracts with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person, (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the 4M Fund as may be agreed upon with the Trustees.

(b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the 4M Fund shall be subject to Minnesota Law. For purposes of the preceding sentence, "employee of the 4M Fund" shall not include independent contractors such as the Adviser, the Administrator, the Custodian, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of 4M Fund Property, insurance policies insuring the 4M Fund and the Trustees, officers, employees and agents of the 4M Fund individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the 4M Fund or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the 4M Fund would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the 4M Fund, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the 4M Fund.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the 4M Fund has dealings, including, without limitation, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the 4M Fund may default or is in default under the terms of any obligation to the 4M Fund, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the 4M Fund, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the 4M Fund resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish and distribute an Information Statement regarding the 4M Fund and to amend or supplement the same from time to time.

2.22 Further Powers. The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the 4M Fund although such actions, matters or things are not herein specifically mentioned. Any determination as to what is in the best interests of the 4M Fund made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the 4M Fund Property.

2.23 Compliance with Laws. The Trustees shall at all times exercise all powers granted hereunder in compliance with, and the operations of the 4M Fund shall at all times be conducted in accordance with, the applicable Laws of the State of Minnesota.

2.24 Tax or Aid or Revenue Anticipation Borrowing. Notwithstanding the provisions of Section 2.10 or 4.2 or any other provision of this Declaration, the Trustees shall have full and complete power to borrow money or incur indebtedness as a part of a program of tax or aid or revenue anticipation borrowing by Participant Municipalities. They shall have the power to issue such obligations on behalf of the Participants, coordinate the issuance of such obligations by the Participants, to become members of joint powers entities authorized to issue or coordinate the issuance of such obligations, or to enter into contracts or agreements of any nature authorized by law related to the issuance of such obligations. The assets of the 4M Fund itself shall not be pledged by the Trustees to the repayment of any portion of such borrowing and any obligations issued shall not constitute a debt of the 4M Fund, shall not be payable from or be a charge upon any assets of the 4M Fund, shall not give rise to any pecuniary liability of the 4M Fund, and shall not be enforceable against any property of the 4M Fund, other than amounts received from participating Municipalities in connection with that anticipation borrowing program which are pledged to the repayment of the borrowing or obligations. The Trustees shall have such powers as necessary to conduct or participate in such anticipation borrowing programs as approved by the Trustees, including a program of investment of obligation proceeds.

ARTICLE III

Technical Advisory Board, Investment Adviser, Administrator, and Custodian

3.1 Appointment. The Trustees are responsible for the general investment policy and program of the 4M Fund and for the general supervision and administration of the business and affairs of the 4M Fund conducted by the officers, agents, employees, investment advisers, administrators, or independent contractors of the 4M Fund. The Trustees are not required personally to conduct all of the routine business of the 4M Fund and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with an Adviser as an investment adviser to the Trustees, an Administrator as an administrator for the 4M Fund and a Custodian. The trustees may grant or delegate such authority to the Adviser and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable, for the efficient management of the 4M Fund, without regard to whether such authority is normally granted or delegated by trustees or other fiduciaries. The Trustees may appoint one or more persons to serve jointly as Co-Advisers and one or more persons to serve jointly as Co-Administrators. The same person may serve simultaneously as the Administrator and as the Adviser, but no person serving as the Administrator or as the Adviser may serve as the Custodian. Piper Capital Management, Inc., a subsidiary of Piper Jaffray, Inc., a corporation organized and existing under the Laws of the State of Delaware, is appointed as the initial

Administrator and Adviser for the 4M Fund. Marquette Bank Minneapolis is appointed as the initial Custodian for the 4M Fund. The Trustees shall appoint a Technical Advisory Board to assist the Trustees in the development of policies and the overseeing and reviewing of the activities of the 4M Fund. The Technical Advisory Board shall be made up of such individuals as the Trustees deem advantageous to the Fund. The composition of the Technical Advisory Board may be changed from time to time in the discretion of the Trustees.

3.2 Duties of the Adviser. The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the 4M Fund and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of 4M Fund Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Adviser.

3.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the 4M Fund and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days written notice to the Administrator.

3.4 Duties of Custodian. The duties and qualifications of the Custodian shall be those set forth in Article 11 herein.

3.5 Successors. In the event that, at any time, the position of Adviser, Administrator, or Custodian shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, or Custodian. A predecessor shall assist and cooperate with the 4M Fund in the smooth and orderly transition in the event a successor Adviser, Administrator, or Custodian is appointed for any reason.

ARTICLE IV  
Investments

4.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the 4M Fund the highest possible investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law, as may be set forth more fully in the 4M Fund's Information Statement, as the same may be amended from time to time.

4.2 Restrictions Fundamental to the 4M Fund. Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the 4M Fund:

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(i) May not make any investment other than investments authorized by the provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;

(ii) May not purchase any Permitted Investment which has a maturity date more than one year from the date of the 4M Fund's purchase thereof, unless subject, at the time of such purchase by the 4M Fund, to an irrevocable agreement on the part of a Responsible Person to purchase such Permitted Investment from the 4M Fund within one (1) year;

(iii) May not purchase any Permitted Investment if the effect of such purchase by the 4M Fund would be to make the average dollar weighted maturity of the 4M Fund's investment portfolio greater than ninety (90) days, provided, however, that in making such determination any Permitted Investment which is subject to an irrevocable agreement of the nature referred to in the preceding clause (ii) shall be deemed to mature on the day on which the 4M Fund is obligated to sell such Permitted Investment back to a Responsible Person or the day on which the 4M Fund may exercise its rights under such agreement to require the purchase of such Permitted Investment by a Responsible Person;

(iv) May not borrow money or incur indebtedness except to facilitate as a temporary measure:

(a) withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments;

(b) for a period not to exceed one business day, withdrawal requests pending receipt of collected funds from investments sold on the date of the withdrawal requests or withdrawal requests from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the withdrawal requests; or

(c) for a period not to exceed one business day, the purchase of Permitted Investments pending receipt of collected funds from Participants who have notified the 4M Fund of their intention to deposit funds in their accounts on the date of the purchase of the Permitted Investments;

(v) May not make loans, provided that the 4M Fund may make Permitted Investments;

(vi) May not hold or provide for the custody of any 4M Fund Property in a manner not authorized by Law or by any institution or Person not authorized by Law;

(vii) Except as permitted by Section 2.2(b)(ii) hereof, may not purchase securities or shares of investment companies or any entities similar to the 4M Fund; and

(viii) May not pledge assets except to secure indebtedness permitted by (iv) of this Section 4.2; however in the case of indebtedness secured under Section 4.2(iv)(b) or (c) hereof, it may pledge assets, only to the extent of the actual funds in the account of a participant on whose behalf the permitted indebtedness was incurred plus an amount equal to that amount which that Participant has notified the 4M Fund that it intends to deposit in its account on that date.

For the purposes of this Section 4.2, the phrase "Responsible Person" shall mean a person with which the 4M Fund is authorized to enter into agreements pursuant to Section 2.2(b)(vii) hereof.

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4.3 Amendment of Restrictions. The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the 4M Fund and may not be changed without the affirmative vote of a majority of the Participants entitled to vote, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the 4M Fund to the Laws of the State of Minnesota and the United States of America as they may from time to time be amended.

## ARTICLE V

### Limitations of Liability

5.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund; and no Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with 4M Fund Property or the affairs of the 4M Fund, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the 4M Fund and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust.

5.2 Liability to the 4M Fund or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund shall be liable to the 4M Fund or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties and except that the Investment Advisory Agreement and the Administration Agreement shall provide for the personal liability of the Adviser or the Administrator, as the case may be, for its willful or negligent failure to take reasonable measures to restrict investments of 4M Fund Property to those permitted by Law and this Declaration of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund.

### 5.3 Indemnification.

(a) The 4M Fund shall indemnify and hold each Participant harmless from and against all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the 4M Fund to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.

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(b) The 4M Fund shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding by the 4M Fund or any other Person, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian), except as to any matter as to which he acted in bad faith or with willful misfeasance or reckless disregard of his duties or gross negligence; in addition, in the case of the Adviser, Administrator, or the Custodian in willful or negligent violation of the restrictions on investments of the 4M Fund Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund with respect to breaches by it of a contract between it and the 4M Fund; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, employee or agent (including the Adviser, Administrator or the Custodian), pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless: 1) The 4M Fund receives a written opinion from independent counsel approved by the Trustees to the effect that if the matter had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian), were meritorious; and 2) If in the opinion of the Board of Trustees, the Trustee, officer, employee or agent (including the Adviser, the Administrator or the Custodian) were not acting in bad faith or with willful misfeasance or reckless disregard of their duties or gross negligence. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the 4M Fund Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the 4M Fund in the event that it is subsequently determined that he is not entitled to such indemnification.

(c) Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Adviser, the Administrator and the Custodian) of the 4M Fund in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

5.4 Surety Bonds. ~~No Trustee shall,~~ as such, be obligated to give any bond or surety or other security for the performance of any of his duties.

5.5 Apparent Authority. No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the 4M Fund shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of

money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.

5.6 Recitals. Any written instrument creating an obligation of the 4M Fund shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the 4M Fund only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee or agent of the 4M Fund. Any written instrument creating an obligation of the 4M Fund shall refer to this Declaration of Trust and contain a recital to the effect that the obligations thereunder are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the 4M Fund, and that only the 4M Fund Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the 4M Fund.

5.7 Reliance on Experts, Etc. Each Trustee and each officer of the 4M Fund shall, in the performance of his duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the 4M Fund, upon an opinion of counsel or upon reports made to the 4M Fund by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the 4M Fund.

5.8 Liability Insurance. The Trustees shall maintain insurance for the protection of the 4M Fund Property and the Trustees, Participants, officers, employees and agents (not including Advisor, Administrator, or Custodian) of the 4M Fund in such amount as the Trustees shall deem adequate to cover all foreseeable tort and contract liability to the extent available at reasonable rates.

5.9 No Waiver. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the 4M Fund or the Trustees, Participants, officers, employees or agents of the 4M Fund pursuant to any applicable provision of Law.

ARTICLE VI

Interests of Participants

6.1 General. The beneficial interest of the Participants hereunder in the 4M Fund Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the 4M Fund or the 4M Fund Property. Title to the 4M Fund Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Shares, and they shall have no right to call for any partition or division of any property, profits, rights, or interests of the 4M Fund nor can they be called upon to share or assume any losses of the 4M Fund or suffer an

assessment of any kind by virtue of the allocation of Shares to them, except as provided in Section 10.2 hereof.

#### 6.2 Allocation of Shares

(a) The Trustees shall credit a Participant with additional Shares upon receipt of funds (including, without limitation, income from the investment of 4M Fund Property) for the account of such Participant, based on the net asset value per Share as determined pursuant to Section 10.1 hereof. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the 4M Fund. Reductions or increases in the number of allocated Shares may be made in order to maintain a constant net asset value per Share as set forth in Section 10.2 hereof. Shares shall be allocated and reduced in numbers as whole Shares and/or one hundredths (1/100ths) of a Share or multiples thereof.

(b) Shares may be allocated only to a Municipality which has become a Participant of the 4M Fund in accordance with Section 1.2 hereof. Each Participant may establish more than one account within the 4M Fund for such Participant's convenience.

(c) The minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be as determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed in the 4M Fund by a Participant at any one time shall be One Dollar (\$1.00).

6.3 Evidence of Share Allocation. Evidence of Share allocation shall be reflected in the Share Register maintained by or on behalf of the 4M Fund pursuant to Section 7.1 hereof, and the 4M Fund shall not be required to issue certificates as evidence of Share allocation.

6.4 Reduction in Number of Shares to Maintain Constant Net Asset Value. The Shares of the 4M Fund shall be subject to reduction in number pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.2 hereof in order to maintain the constant net-asset value per Share.

6.5 Withdrawals. Funds may be withdrawn from the 4M Fund at the option of a Participant, upon and subject to the terms and conditions provided in this Declaration of Trust. The 4M Fund shall, upon application of any Participant, promptly pay to such Participant the amount requested and shall reduce the number of Shares allocated to such Participant to the number of Shares which shall reflect such Participant's proportionate interest in the net assets of the 4M Fund after such withdrawal of funds. The procedures for effecting a withdrawal shall be as adopted by the Trustees and as set forth in the Information Statement of the 4M Fund, as the same may be amended from time to time; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the 4M Fund.

6.6 Suspension of Right of Withdrawal; Postponement of Payment. Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of withdrawal or postpone the date of payment pursuant to withdrawal requests for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Minnesota or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary week-end

and holiday closing) or (ii) during which any financial emergency situation exists as a result of which disposal by the 4M Fund of 4M Fund Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the 4M Fund fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of withdrawal or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of withdrawal or a postponement of payment pursuant to withdrawal requests, a Participant may either (i) withdraw its request for withdrawal or (ii) receive payment based on the net asset value existing after the termination of the suspension.

6.7 Minimum Withdrawal. There shall be no minimum amount which may be withdrawn from the 4M Fund at any one time at the option of a Participant; provided, however, that no request by a Participant for the withdrawal of less than one dollar (\$1.00) need be honored.

6.8 Defective Withdrawal Requests. In the event that a Participant shall submit a request for the withdrawal of a greater amount than is then credited to the account of such Participant, such request shall not be honored, and each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to withdraw funds from the account of a Participant, and to reduce proportionately the number of Shares allocated to such Participant in accordance with Section 6.5 hereof, in an amount sufficient to reimburse the 4M Fund for any fees, expenses, costs or penalties actually incurred by the 4M Fund as a result of such defective withdrawal request.

6.9 Allocation of Certain Expenses. Each Participant will, at the discretion of the 4M Fund, indemnify the 4M Fund against all expenses and losses resulting from indebtedness incurred on that Participant's behalf under Section 4.2(iv)(b) or (c) hereof. Each Participant authorizes the Trustees to reduce its Shares to the number of Shares which reflects that Participant's proportionate interest in the net assets of the 4M Fund after allocation of those expenses and losses to it.

ARTICLE VII

Record of Shares

7.1 Share Register. The Share Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Shares representing their respective beneficial interests hereunder and (iii) a record of all allocations and reductions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Fund as shall keep the Share Register for entry

thereon.

7.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Share Register shall be kept by the Administrator which shall serve as the registrar for the 4M Fund. The registrar shall record the original allocations of Shares in the Share Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.

7.3 Owner of Record. No Person becoming entitled to any Shares in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Shares are allocated and shall only be entitled to receive for such Shares the amount credited to the account of the Participant whose beneficial interest in the 4M Fund is represented by such Shares. Until the Person becoming entitled to receive such amount shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Shares are allocated shall be deemed to be the Participant to which such Shares are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the 4M Fund shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.

7.4 No Transfers of Shares. The beneficial interests measured by the Shares shall not be transferrable, in whole or in part, other than to the 4M Fund itself for purposes of effectuating a withdrawal of funds.

7.5 Limitation of Fiduciary Responsibility. The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the 4M Fund, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Shares or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices. Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage pre-paid, addressed to Participants of record at their last known post office addresses as recorded on the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII

Participants

8.1 Voting. Each Participant shall be entitled to one vote as a matter of right with respect to the following matters: (i) amendment of this Declaration of Trust or termination of the 4M Fund as provided in Section 4.3 and Section 13.1 hereof; and (ii) reorganization of the 4M Fund as provided in Section 13.2 hereof. It shall not be necessary for any minimum number of Shares to be allocated to a Participant for the Participant to be entitled to vote. Participants shall not be entitled to cumulative voting with respect to any matter.

8.2 Right to Initiate a Vote of the Participants. The Participants shall, by an instrument or concurrent instruments in writing delivered to the Board of Trustees signed by at least ten percent (10%) of the Participants, have the right to initiate a vote of the Participants as to any matter described in clause (i) or clause (ii) of Section 8.1 hereof. Within twenty (20) days of receipt of such instrument or instruments, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered.

8.3 Inspection of Records. The records of the 4M Fund shall be open to inspection at all reasonable times pursuant to Minnesota Statutes, Chapter 13.

8.4 Meetings of Participants.

(a) Meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Minnesota at such place, on such day and at such time as the Trustees shall designate.

(b) A majority of the Participants entitled to vote at such meeting present in person (including, if permitted by applicable Law, participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any meeting of Participants.

8.5 Notice of Meetings and Votes. Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof shall be given by the Trustees by mail to each Participant at its registered address, mailed at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only the business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting", "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes. For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies. At any meeting of Participants, if permitted by applicable Law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the 4M Fund, or with such other officer or agent of the 4M Fund as the Secretary of the 4M Fund may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a

majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the 4M Fund. All proxies shall be revocable at the option of the Participant.

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8.8 Number of Votes. Only Participants of record shall be entitled to vote and each Participant shall be entitled to one vote without regard to the number of Shares allocated to it, if any. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.10 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principals and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual meeting or vote of the Participants. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

## ARTICLE IX

### Trustees and Officers

#### 9.1 Number and Qualification.

(a) Subject to the power of the Participants to amend this Declaration of Trust, the Board of Directors of the League of Minnesota Cities shall act as the initial governing body of the 4M Fund and shall be the Board of Trustees. The by-laws and constitution of the League of Minnesota Cities shall govern the operation and make-up of the Trustees and Officers of the 4M Fund.

(b) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the 4M Fund.

(c) The Executive Director of the League of Minnesota Cities may be an ex officio non-voting member of the Board of Trustees.

#### 9.2 Meetings.

(a) Meetings of the Trustees shall be held from time to time upon the call of the Chairman, the Vice Chairman, the Secretary or any two trustees. Regular meetings of the Trustees may be held without call or notice at a time and place fixed by the By-Laws or by resolution of the Trustees. Notice of any other meeting shall be mailed or otherwise given not less than 48 hours before the meeting but may be waived in writing by any Trustee either before or after such meeting. Any notice required by any "open meeting", "sunshine" or similar Law, whether now or hereafter in effect, shall also be given. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not

been lawfully called or convened. The Trustees may act with or, if permitted by applicable Law, without a meeting. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present) or, if permitted by applicable Law, without a meeting, by written consents of a majority of the Trustees. Any agreement or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the 4M Fund when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.

(b) Any committee of the Trustees may act with or without a meeting. A quorum for all meetings of any such committee shall be a majority of the members thereof. Notice of such meeting, including such notice as may be required by an "open meeting", "sunshine" or similar Law, shall be given as provided in Section 9.2(a). Unless otherwise specifically provided in this Declaration of Trust, any action of any such committee may be taken at a meeting by vote of a majority of the members present (a quorum being present) or, without a meeting, by written consent of a majority of the members.

(c) With respect to actions of the Trustees and any committee thereof, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.2 and shall be entitled to vote.

(d) All or any one or more Trustees may, if permitted by applicable Law, participate in a meeting of the Trustees or any committee thereof by utilizing conference telephone or similar communications equipment by means of which all persons participating in the meeting, including members of the public, can hear each other and participate in a meeting pursuant to such communications shall constitute presence in person at such meeting. The minutes of any meeting of Trustees held by utilizing such communications equipment shall be prepared in the same manner as those of a meeting of Trustees held in person.

9.3 Officers. The Officers of the 4M Fund shall be the same as the officers of the Board of Directors of the League of Minnesota Cities. The executive director of the League of Minnesota Cities shall act as secretary of the 4M Fund. The Trustees may elect or appoint, such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate.

9.4 Committees. The Trustees may elect from time to time from their own number committees consisting of one or more persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees.

9.5 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the 4M Fund prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the 4M Fund made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby. Copies of such reports shall be mailed to all Participants of record within a reasonable period preceding the annual election of Trustees. The Trustees shall, in addition, furnish to the Participants, at least quarterly, an interim report containing an unaudited balance sheet of the 4M Fund as at the end of such quarterly period and statements of operations and changes in net assets for the period from

the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X

Determination of Net Asset Value and Net Income;  
Distributions to Participants

10.1 Net Asset Value. The net asset value of each allocated Share of the 4M Fund shall be determined once on each business day at such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares.

(a) The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the 4M Fund once on each business day as provided in Section 10.1 hereof and, upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Share of the 4M Fund shall remain at a constant dollar value. The accounting method used for the determination of the net income of the 4M Fund and the crediting thereof proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statement as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees shall first offset such amount against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the 4M Fund's allocated Shares in an amount equal to the amount required in order to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value by having each Participant contribute to the 4M Fund its pro rata portion of such number of Shares. Each Participant will be deemed to have agreed to such reduction in such circumstances by its investment in the 4M Fund and its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the 4M Fund to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to withdrawals made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.4 Retained Reserves. The Trustees may retain from the gross income of the 4M Fund such amount as they may deem necessary to pay the debts and expenses of the 4M Fund and to meet other obligations of the 4M Fund, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI

Custodian

11.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America or the State of Minnesota having an office in the State of Minnesota and having a capital and surplus aggregating at least twenty-five million dollars (\$25,000,000) as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the 4M Fund to perform the duties set forth in the Custodian Agreement to be entered into between the 4M Fund and the Custodian, or as may be imposed by Law.

11.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the 4M Fund. The Custodian Agreement shall provide that it may be terminated at any time without cause and without the payment of any penalty by the 4M Fund on sixty (60) days' written notice to the Custodian.

11.3 Custodian Agreement. In addition to containing such other provisions as the Trustees may deem appropriate, the Custodian Agreement shall provide that all investments constituting 4M Fund Property shall be held in safekeeping in the manner required by Law, including, without limitation, Minnesota Statutes, Section 475.66, Subdivision 2.

11.4 Agents of Custodian. The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall be a bank or trust company organized under the Laws of the United States of America or one of the States thereof having capital and surplus aggregating at least twenty-five million dollars (\$25,000,000).

11.5 Successors. In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustees shall appoint a successor thereto.

11.6 Custodian as Depository for Participants. Each Participant hereby designates the Custodian as a depository for funds of the Participant.

ARTICLE XII

Recording of Declaration of Trust

12.1 Recording. This Declaration of Trust and any amendment hereto shall be filed,

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recorded or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem desirable. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by a Trustee stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

### ARTICLE XIII

#### Amendment or Termination of 4M Fund; Duration of Fund

##### 13.1 Amendment or Termination.

(a) The provisions of this Declaration of Trust may be amended or altered (except as to the limitations on personal liability of the Participants and Trustees and the prohibition of assessments upon Participants), or the 4M Fund may be terminated, at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, by the affirmative vote of a majority of the Participants entitled to vote, or if permitted applicable Law, by an instrument or instruments in writing, without a meeting, signed by a majority of the Trustees and a majority of the Participants; provided, however, that the Trustees may, from time to time by a two-thirds vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency or competent jurisdiction, but the Trustees shall not be liable for failing to do so. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any allocated Shares of the 4M Fund by reducing the amount payable thereon upon liquidation of the 4M Fund or which would diminish or eliminate any voting rights of the Participants, except with the vote or written consent of two-thirds of the Participants entitled to vote thereon; and (ii) no amendment may be made which would cause any of the investment restrictions contained in Section 4.2 hereof to be less restrictive without the affirmative vote of a majority of the Participants entitled to vote thereon.

(b) Upon the termination of the 4M Fund pursuant to this Section 13.1:

(i) The 4M Fund shall carry on no business except for the purpose of winding up its affairs;

(ii) The Trustees shall proceed to wind up the affairs of the 4M Fund and all of the powers of the Trustees under this Declaration of Trust shall continue until the affairs of the 4M Fund shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the 4M Fund, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining 4M Fund Property to one or more persons

at public or private sale for consideration which may consist in whole or in part of cash, securities or the property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any position of all or substantially all of the 4M Fund Property shall require approval of the principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

(iii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees may distribute the remaining 4M Fund Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(c) Upon termination of the 4MFund and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the 4M Fund an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.

(d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

**13.2 Power to Effect Reorganization.** If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the 4M Fund may merge, or which shall take over the 4M Fund Property and carry on the affairs of the 4M Fund, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote at any meeting of the Participants, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the 4M Fund Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the 4M Fund; and thereupon the Trustees shall terminate the 4M Fund and deliver such cash, shares, securities or beneficial interest ratably among the participants of this 4M Fund.

**13.3 Duration.** The 4M Fund shall continue in existence in perpetuity, subject in all respects to the provisions of the Article XIII. ✓

## ARTICLE XIV

### Miscellaneous

**14.1 Governing Law.** This Declaration of Trust is executed by the Initial Participants and delivered in the State of Minnesota and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Minnesota.

**14.2 Counterparts.** This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

14.3 Reliance by Third Parties. Any certificate executed by an individual who, according to the records of the 4M Fund, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the 4M Fund, certifying to: (i) the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or Participants or taken pursuant to a vote of Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any By-Law adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the 4M Fund, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the 4M Fund and the successors of such Person.

14.4 Provisions in Conflict with Law. The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one of more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Minnesota Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.

14.5 Gender: Section Headings.

(a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.

(b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of references and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Municipalities Electing to Become Additional Participants; Resignation of Participants.

(a) Any Municipality meeting the requirements of Section 1.2 hereof, may become an additional Participant of this 4M Fund by (i) taking any appropriate official action to adopt this Declaration of Trust, (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken, and (iii) if requested by the Trustees, providing the Trustees with an opinion of counsel to the effect that such party desiring to become a Participant of the 4M Fund is a Municipality as defined herein. A copy of this Declaration of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section 14.6.

(b) Any Participant may resign and withdraw from the 4M Fund by sending a written notice to such effect to the Chairman of the 4M Fund and the Administrator and by requesting the withdrawal of all funds then credited to its account within the 4M Fund. The written notice shall be in the form of a certified resolution of the Municipality Board or Council of the Participant, stating the Municipality Board or Council's intention to resign from the 4M Fund.

Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the 4M Fund and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the 4M Fund.

IN WITNESS WHEREOF, the undersigned Municipalities of the State of Minnesota, acting in the capacity of Initial Participants of the Minnesota Municipal Money Market Fund and pursuant to the authority granted by the Joint Powers Act, have executed this Declaration of Trust as of the 23rd day of March, 19 87, as of which date this Declaration of Trust shall take, and come into, full force and effect.

By Conrad A. Slater  
Its Finance Director

and \_\_\_\_\_  
Its \_\_\_\_\_

By James F. Miller  
Its City Manager

and James C. Donlin  
Its Mayor

By \_\_\_\_\_  
Its \_\_\_\_\_

and \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MINNESOTA  
FILED

APR 23 1987

Jean Anderson Howe  
Secretary of State

State of Minnesota

**SECRETARY OF STATE**

Certificate of Business Trust

I, Joan Anderson Grove, Secretary of State of Minnesota, do certify that: A copy of the Declaration of Trust of the trust listed below was filed with this office on this date, by a member of the board of trustees of that trust, who swore that the copy filed was a true and correct copy of the declaration of trust. The trustee also set forth the name and address of the agent of the trust for service of process, and met all the filing requirements of Minnesota Statutes, Chapter 318.

Name of Business Trust:

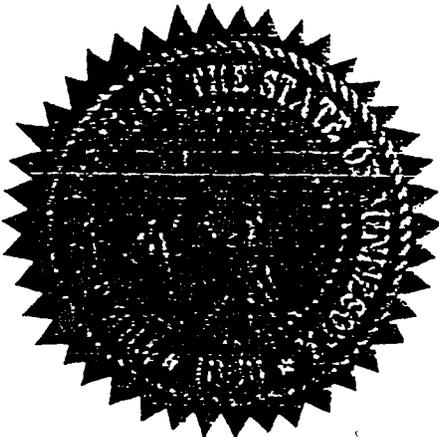
Minnesota Municipal Money Market Fund

File Number: BT-406

Name and Address of Agent for Service of Process:

League of Minnesota Cities  
The League of MN Cities 183 Univ Ave E  
St Paul MN 55101-

This certificate has been issued on 04/23/87.



*Joan Anderson Grove*  
Secretary of State.

**RESOLUTION NO. 15-05**

**A RESOLUTION AMENDING THE LIST OF OFFICIAL DEPOSITORIES FOR THE CITY OF SPRING LAKE PARK**

**WHEREAS**, Minnesota Statute 427.02 grants the City Council the authority to name official depositories for City Funds; and

**WHEREAS**, the City Council named a list of depositories for 2015 at its January 5, 2015 meeting; and

**WHEREAS**, the City Council desires to amend the list to add US Bank, N.A. and the 4M Fund as official depositories.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Spring Lake Park does hereby amend its list of official depositories as follows:

POSITION	TERM	NAME	TERM EXPIRES
Official Depository	Annual	Wells Fargo Bank	1/4/16
		UBS	1/4/16
		Morgan Stanley	1/4/16
		<u>U.S. Bank, N.A.</u>	<u>1/4/16</u>
		<u>4M Fund (per Resolution 15-4)</u>	<u>1/4/16</u>

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 17th day of February, 2015.

APPROVED BY:

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

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, City Administrator



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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:** CONNECTIVITY SERVICES AGREEMENT TO PARTICIPATE IN  
CONNECTANOKACOUNTY NETWORK  
**DATE:** FEBRUARY 11, 2015

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The agreement the City has with Anoka County to participate in the ConnectAnokaCounty fiber network is set to expire on August 16, 2015. The ConnectAnokaCounty Network is a 286-mile fiber optic backbone that connected police, fire, public works, libraries, K-12 schools, colleges, city halls and county buildings. The \$19.1 million project was primarily funded through a \$13.4 million American Recovery and Reinvestment Act (ARRA) grant with the remaining funds covered by Anoka County and Zayo Bandwith of Louisville, CO. The County is seeking to renew that agreement for a second five-year term.

The Police Department uses the fiber to connect to the State of Minnesota Department of Public Safety system, the cost of which is paid by the State. The remaining City departments do not use the system as the City's cable franchise with Comcast provides the City with high speed internet at a cost of \$20/month, where service through the fiber optic network would cost \$75/month for 100mbps service and \$400/month for 1gbps service. The City participated in the ConnectAnokaCounty Network with the knowledge that the City's franchise would someday expire and that its low-cost broadband deal would likely not be renewed as part of the new franchise.

There is no cost to the City if the City is not subscribed to the system, even if the equipment to do so is located in City Hall.

Staff recommends approval of the proposed contract renewal. If you have any questions, please don't hesitate to contact me at 763-784-6491.



Anoka County Attorney

**TONY PALUMBO**

Justice, Advocacy, Prevention.

January 6, 2015

City of Spring Lake Park

Re: Connectivity Services Agreement with Community Anchor Institution(s) for Broadband Services at Co-Location Site(s) (CSA)

Dear Mr. Buchholtz:

As you may recall, the City of Spring Lake Park has executed an Agreement with the County of Anoka to participate in the ConnectAnokaCounty Network. The term of this Agreement expires on August 16, 2015 with three 5 year renewal terms upon written notice from both parties. The written notice needs to be made no less than 180 days prior to termination (February 17, 2015). The Agreement does not specify the form of the notification, but the County prefers a letter of intent followed by a formal amendment.

The County does desire to renew the terms of the CSA with the City of Spring Lake Park. In anticipation of renewal, the County has drafted a contract Amendment to be executed if the City concurs with renewing the Agreement. The draft Amendment is attached.

Current service levels will continue unless the City amends Addendum A to the Agreement. Addendum A may be amended at any time without amending the Agreement otherwise.

If you should have any questions, please do not hesitate to contact me at (763) 323-5641.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathryn M. Timm".

Kathryn M. Timm

Assistant Anoka County Attorney

Phone: 763-323-5641

FAX: 763-422-7589

[Kathryn.Timm@co.anoka.mn.us](mailto:Kathryn.Timm@co.anoka.mn.us)

KMT:jcs

Attachments

cc: Rhonda Sivarajah  
Jerry Soma  
Susan Vreeland  
Dan Lekatz

AMENDMENT NO. 2  
TO Connectivity Services Agreement  
With Community Anchor Institution(s)  
For Broadband Services  
At Co-Location Service Site(s)

THIS AMENDMENT is made this 16th day of August, 2015, the date of the signature of the parties notwithstanding, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue, Anoka, Minnesota 55303, hereinafter referred to as the "County," and the City of Spring Lake Park, hereinafter referred to as the "Entity."

WITNESSETH:

WHEREAS, the County wishes to amend its Agreement with the Entity for Connectivity Services on the ConnectAnokaCounty Network dated December 23, 2011; and

WHEREAS, Paragraph XII. MODIFICATIONS of said Agreement provides that any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter stated or contained in the Agreement, the parties do hereby agree as follows:

1. The parties agree to change Paragraph VI. TERM, as follows:

A. This Agreement will be for a period commencing on the date of signing by both parties, and continuing until August 16, 2015 (Initial Term), with up to a total of three (3) renewal periods of additional five (5) years terms (Renewal Terms) upon written amendment. Both parties shall provide written notice of intent to renew this agreement not less than one hundred eighty days (180) before the end of the Initial Term or Renewal Term. For purposes of this agreement, written notices shall be sent to the addresses of each of the Parties as indicated above. Upon the termination or expiration of this Agreement, Anoka County shall have no further obligation to provide Services and no further liability to Entity. Upon termination or expiration of this agreement, ZAYO shall be provided a reasonable opportunity to retrieve its equipment from the co-location service site(s). At the request of the entity, ZAYO will remove equipment from individual terminated co-location sites within a mutually agreed time not to exceed 180 days. Upon termination of Entity's connectivity service from a co-location site, without terminating this entire agreement, ZAYO, at the request of the entity, shall remove its equipment from said co-location

site within a mutually agreed time not to exceed 180 days and any underlying rights for that co-location site shall terminate with the removal without further action or notice by any party. Any underlying rights granted by the Entity under this Agreement shall terminate or expire with the Agreement without need for further action or notice by any party.

B. Pursuant to the above paragraph, both parties have sent written notice to each other one hundred eighty (180) days or more in advance of August 16, 2015 indicating the desire to renew the agreement for the next five (5) years. The commencement date of the new term is August 17, 2015 and the new expiration date is August 16, 2020. The Agreement may be renewed under these same terms, conditions and procedures for an additional two (2) terms.

C. If there have been any changes in service levels at the time of this Amendment, the parties will execute updated Attachment A.

2. This Amendment is hereby made a part of and shall be amended to the Agreement of the parties.
3. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment on the dates written below.

**COUNTY OF ANOKA**

**ENTITY**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

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

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

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

By: \_\_\_\_\_  
Jerry Soma  
County Administrator

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

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

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

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Kathryn Timm  
Assistant County Attorney

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





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 2.17.15 Meeting**  
File No.: R-18GEN

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

**2013 Sanitary Sewer Lining Project (193801799).**

*Final payment and project close-out is ready for approval. Contractor was Insituform.*

**2014 Sanitary Sewer Lining Project (193802594).**

*Final payment for the prime Contractor (Visu-Sewer) is ready for approval.*

**Monroe Storm Sewer Grouting (193802705).**

*Final payment and project close-out is ready for approval. This project provided storm sewer joint repair in Monroe Street. The Contractor was (Visu-Sewer).*

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

*This project includes lining and wye grouting in the northeast corner of the city. Bids will be received in April.*

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

*This project includes street seal coat and crack repair. Bids will be received in April.*

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

A few punch-list items remain for the work completed in 2014. Work on Arthur Street, TH 65 Service Drive, and 81<sup>st</sup> Avenue will begin in 2015. Information regarding street striping options will be sent to the residents along 81<sup>st</sup> Avenue.

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

This project includes CSAH 35 improvements required as part of the SUP for 8299 Central Ave. A *Feasibility Report outlining the necessary improvements and providing estimated costs has been prepared. The next step is a meeting with the developer.*

**MS4 Permit (193802936).**

*A staff meeting was held on February 5<sup>th</sup> to discuss remaining permit implementation items that need to be completed before the end of March.*

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

Bids for the lift station equipment were approved on January 5<sup>th</sup> (3 quote packages).

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

*The design process continues. A geotechnical boring will be completed this month. A draft plan set should be available in March.*

**Medical Building at 525 Osborn.**

*We are working with the developers engineer to address drainage issues and other items included as conditions of the 2/2/15 site plan approval. At this time, it appears that the drainage issues can be resolved with some modifications to the site plan.*



# **CORRESPONDENCE**





ANOKA  
COUNTY  
PARKS AND  
COMMUNITY  
SERVICES

the connection  
february • 2015

VOLUME 22 ISSUE 2



**EVENTS AND UPDATES**

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# PARKKEEPERS ARE READY FOR CROSS COUNTRY SKIING



*Pictured (left to right): Joe Bungert, Mark Hanson, Mike DuBois, and Edward Evens*

You know what they say: "Don't like the weather in Minnesota? Wait a minute"! One year after enjoying the longest, uninterrupted cross country ski season in recent history, there is not enough snow to groom the ski trails. Skiers of all abilities, including local ski teams and clubs, are waiting patiently to hit the trails. There is still a lot of winter ahead, hopefully.

The Maintenance Unit is working to build a base that will lead to groomed, tracked trails as soon as there is a sufficient snowpack. This is done by packing each snowfall, even light accumulations, with tracked equipment in an effort to compress it to the layer below. It can take eight to twelve inches of snow, depending on the characteristics of the snow, to build enough base to enable tracking and grooming.

Parkkeepers Mike DuBois, Joe Bungert, Mark Hanson, and Edward Evens operate the groomers. They prepare the trail corridors before the season and perform the grooming when Mother Nature provides the snow. Grooming is as much art as it is operation. Groomers require a thorough understanding of varying snow conditions, the capabilities of the various grooming equipment, and the expectations of the skiers. The Maintenance Unit is prepared and ready to open the trails as soon as the weather cooperates.

# WOMEN'S WEEKEND RETREAT AT CAMP SALIE

Snowshoeing by the light of the moon, a warm cozy evening by the wood fire, plenty of good food, wine, and fun outdoor activities-in a nutshell, that describes the recent annual Women's Winter Retreat held at Camp Salie in beautiful Martin-Island Linwood Lakes Regional Park.

The event is hosted by the Wargo Nature Center and BOW (Becoming and Outdoors Woman), a program sponsored by the Minnesota DNR.

Over the weekend, the women spent a wintry January night hiking woodland trails, viewing stars, and learning all about how Minnesota animals and plants survive winter. Some participants painted a woodland scene and others learned a few new tips on nature photography.

After a comfy night in a cozy cabin, participants were off on a morning snowshoe adventure and learned about the Metis, a little known group of early settlers that moved through Minnesota during the 1850s. The Metis were well known for their weaving skills so all of the women were instructed on how to create a small piece of woven art.

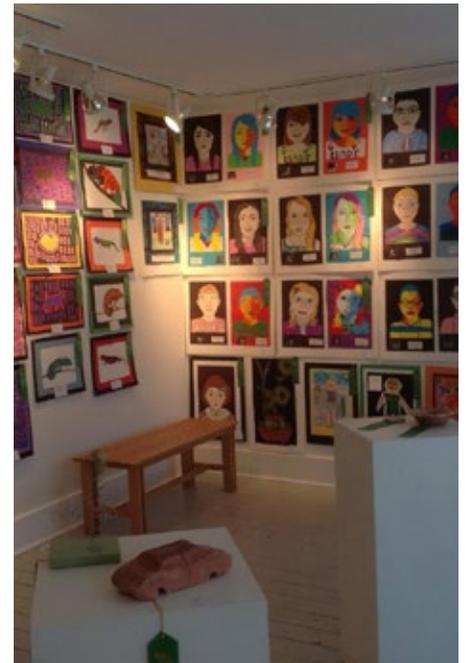


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## VOLUNTEER CAMPGROUND HOSTS ASSIST WITH SUMMER OPERATIONS

The Anoka County Parks and Recreation Department operates two beautiful campgrounds for guests to enjoy. These campgrounds are located in Bunker Hills Regional Park and Rice Creek Chain of Lakes Park Reserve. Both campgrounds have volunteer campground hosts. These volunteers are an asset to both the visitors and the county. The Bunker Hills campground hosts will be brand new this season. The Rice Creek Chain of Lakes campground hosts will be returning for their second season.

The hosts live in their campers onsite from mid-April through mid-October. The principle duties and responsibilities are to assist in check-in, answer questions, and explain park rules. They also perform light maintenance, assist in programs, and provide an after-hours presence.



## **BANFILL-LOCKE CENTER HIGHLIGHTS STUDENT ARTWORK**

Banfill-Locke Center for the Arts is excited to present the 21st annual student art show in the galleries February 7-21. This exhibition features the work of kindergarten to high school students. The 2015 show will have more than 650 works of art by students from 19 area schools: Adams Elementary, Calvin Christian High School, Centerville Elementary School, Columbia Academy, Crooked Lake Elementary, Fridley High School, Hayes Elementary, Heritage Homeschool Academy, Highland Elementary, Horizons Homeschool Group, Legacy Christian Academy, Lincoln Elementary School for the Arts, Mississippi Elementary, Morris Bye Elementary, Ramsey Elementary, Spring Lake Park High School, Stevenson Elementary, Valley View, and Westwood Middle School.

There will be unique artworks on the walls and also sculpture will be exhibited on pedestals in the galleries. Because of the number of participating students, Banfill-Locke holds two separate artist receptions, one on Saturday, February 7 from 1:00 to 4:00 p.m. and the second on Saturday, February 14 from 1:00 to 4:00 p.m. The public is invited to attend a reception or to visit the gallery during the regular business hours of Tuesday through Saturday, 10:00 a.m. to 4:00 p.m. Admission to Banfill-Locke Center for the Arts is always free.

**The Banfill-Locke Center  
for the Arts is located in  
Manomin Park.**

*6666 East River Road  
Fridley, MN*



## MANAGING OAK WILT

The Natural Resource Unit continues to make progress in the removal of diseased and hazardous trees from the parks. With minimal snow on the ground and relatively mild temperatures, the crew has been able to proceed swiftly through the parks. Only Bunker Hills Regional Park has trees that are still needing removal. In addition, over one hundred cords of firewood have been processed this winter for use in county campgrounds. There are still many more logs piled high in the yard. With continued good weather, the crew will complete oak wilt removals in early February and transition to removing pine trees at Rum River Central Regional Park. This removal is part of the restoration of prairie habitat funded through the Minnesota DNR Conservation Partners Legacy Grant.

## COON RAPIDS DAM REGIONAL PARK IMPROVEMENTS

Anoka County is receiving \$615,000 in bonding funds through the Metropolitan Council Capital Improvement Program to redevelop the Coon Rapids Dam Regional Park boat launch parking lot area. The work will include redevelopment of the parking lot, boat launch improvements, aquatic invasive species management practices, sidewalk and patio improvements, and an upgrade to the lighting in the area. In addition, funds will be used to update the restrooms in the Coon Rapids Dam Visitor Center. Construction on the boat launch parking area is anticipated to occur in late summer and fall of 2015. Updates to the restrooms at the visitor center will occur during the winter of 2016.

The walkway  
over the dam is  
scheduled to open  
in July 2015.



**Organic Waste  
Accounts For  
Approximately 40%  
of Landfill Material**

## **NEW COMPOSTING RULE TAKES EFFECT**

On December 30, 2014, new rules became effective regarding composting for backyard composters, small facility operators, and large-scale source separated organics facilities. These new rules will help guide the expansion and development of new recycling facilities in Minnesota and assist the state to reach its 2030 goal for food and organics recycling. Currently food waste and other organics waste such as used paper towels or tissues is about 40% of all the material landfilled. The end product of organics recycling is compost. Compost is valuable in many ways: it reduces the need for pesticides and fertilizers; it increases drought resistance; it helps prevent water pollution and other pollutants when organic materials are sent to an organics recycling facility instead of a landfill.

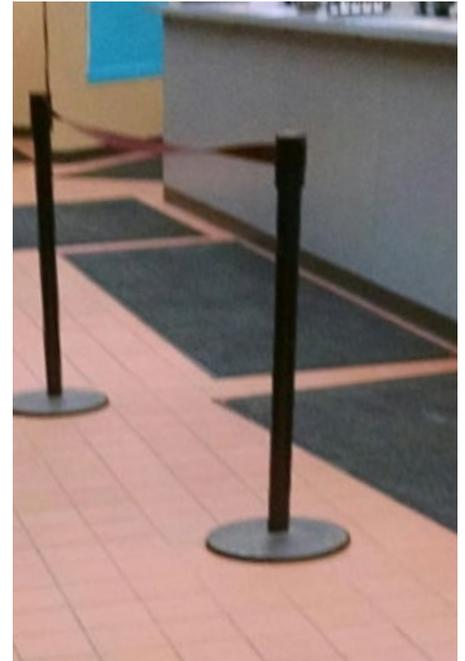
Highlights of the new compost rule include:

- Home compost bins and small site (community gardens, etc.) compost sites will not require a permit. These types of compost sites can only have the following: food waste, non-recyclable paper (paper towels, tissues, etc.)
- Yard waste compost sites will continue to be permitted by rule
- Source-separated organics materials compost facility is considered a new category of facility and will require a permit just as a solid waste compost facility is currently required to have a permit
- Source-separated organics materials (SSOM) facilities is a new type of category and they may be required to have an impermeable working pad (concrete or blacktop). SSOM facilities will have fewer testing requirements making it more cost effective to operate. SSOM facilities will be allowed to process materials more quickly and their staff will have increased training requirements.

The anticipated benefits of the new rules include:

- The expansion of onsite composting with the two new categories
- Reduction of operating costs for facilities
- Increased flexibility in design and operations of facilities
- Includes standards to protect the environment
- And it can bring together regulatory and policy goals

Learn more about composting at [AnokaCounty.us/compost](http://AnokaCounty.us/compost).



## **COLUMBIA HEIGHTS LICENSE CENTER RECEIVES UPDATES**

Over the past several months, the Columbia Heights License Center has undergone some cosmetic changes as well as security enhancements.

The floor in the lobby was replaced with a more durable quarry tile and the customer entrance and stairs in the back of the building were replaced with a skid resistant rubber flooring.

The area going to the lower level has always been a security concern and this area has now been secured from public entrance.

The entire facility, including the Human Services area, has been upgraded with card reader access. Security cameras that can be viewed remotely were also installed throughout the license center. These changes have created a safer, more appealing environment for our customers and staff.

# EMPLOYEE PROFILES



**Name:**  
Gerry Kush

**Position & Department:**  
Parkkeeper,  
Parks and Recreation  
Maintenance Unit

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

Gerry worked on the "Dirt Crew" during his first six months. From there he became a Parkkeeper at Coon Rapids Dam Regional Park until 1997. In 1997 Gerry shifted to the Northern Maintenance Unit, where he worked in Roving Utility, East Side and West Side maintenance roles. He has also been a certified playground inspector since 1999.

Gerry grew up on a dairy farm. He attained an Associate Degree in Natural Resources/ Park and Recreation from Brainerd Community College and the University of Minnesota, Crookston. Gerry also worked five years for Noble Nursery in their landscape division and tree farm.

When not at work, Gerry enjoys hunting, fishing, trapping, and spending time with his family. Gerry is married and has 2 kids. The family enjoys spending time at their hunting property near Floodwood, MN and a cabin in Siren, Wisconsin.

**Fun Fact:**

*Gerry paid for his college tuition with money he earned trapping mink, fox, beaver, and muskrat, along with logging.*



**Name:**  
Caroline Hudy

**Position & Department:**  
License Center  
Specialist, Blaine  
License Center

**Length of time in current role:**  
13 months

Caroline was born and raised in Brookfield, WI. She graduated from Brookfield Central High School. Caroline and her husband moved to Anoka County in 1987. She spent many years working in banking and at credit unions as a teller and loan officer. Most recently, she was the manager of the Check Processing Department at a large rebate and fulfillment company.

Caroline is a self-taught gourmet cook and loves trying and creating new dishes and recipes. She enjoys camping and traveling, but most of all, she likes spending time with her family.

**Fun Fact:**

*"I am a huge fan of classic movies and I enjoy reading books on early American history."*

MCGRANN  
SHEA  
CARNIVAL  
STRAUGHN  
& LAMB  
CHARTERED

## **CAPITOL UPATE REPORT**

From: Sarah J. Psick  
Date: January 30, 2015  
Re: Capitol Update Report

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**Governor's Budget:** On Tuesday, Governor Dayton released his budget plans for the state's fiscal years 2016-2017, \$42 billion budget. His budget highlighted three areas: (1) Focus on students (0-18 years) including funding of voluntary pre-K and school breakfasts; (2) Investing in higher education to provide additional financial aid; and, (3) Helping families and children by increasing funding for child care assistance and child protection, improving mental health services, and community services for people with disabilities. The Governor proposes providing child and dependent care tax credits for 130,000 families. The Governor's budget allocates 75% of the \$1 billion budget surplus to programs in these three areas.

The Governor sent a couple of very clear messages in his budget to two organizations. He did not include more funding for the Minnesota State Colleges and Universities system, saying that he was withholding additional funds due to an ongoing faculty dispute. He said that he will make a funding recommendation following the release of the February 2015 budget forecast, giving the two faculty unions and administration additional time to resolve these differences. The Governor also cut funding to the Minneapolis Park Board "due to the Board's continuing efforts to obstruct progress on the Southwest Light Rail Transit project." These types of political statements are unusual when included in a governor's budget plan.

Here is a link to the detailed budget information:  
<http://mn.gov/mmb/budget/currentbud/gov16-17/>

**Transportation Funding – Third Plan:** One of the top issues of the 2015 session which the DFL Senate, Republican House and Governor Dayton find agreement is the need to address the critical transportation needs of the state. The Senate and House have both previously released their transportation funding plans and this week the Governor presented a transportation funding plan. Governor Dayton's

proposal would provide over \$6 billion during the next ten years. The plan would impose a 6.5% wholesale tax on fuel sales on top of existing gas taxes, an increase in license registration fees and an increase in the metropolitan area sales tax for transit projects. The Senate DFL and Governor Dayton's plans are similar, while the House Republican plan does not include any increased taxes but proposes to capture efficiencies within the Minnesota Department of Transportation and appropriate a portion of the current budget surplus. Agreeing that transportation is a priority is a first step, but there will be a long road to reaching agreement on how to address the funding needs.

**Two New Laws:** Governor Dayton has signed into law the first two bills passed by the Legislature this year. Minnesota Laws 2015 Chapter 1 provides federal tax conformity changes and technical fixes to the Destination Medical Center enacting legislation, and Chapter 2 provides disaster assistance to 37 counties and two Native American Reservations affected by severe weather during the summer of 2014. It is unusual for the Legislature to act so quickly in passing bills during the first year of a biennium. In 2013, no bills were signed into law during the month of January and three bills were signed into law were during the month of February.

**Police Body Cameras:** Three current legislators, who are current or retired law enforcement officers, proposed legislation this week seeking to keep footage from police body cameras mainly private. The proposal would keep almost all video shot with body cameras away from the public. Open government advocates argue that keeping the video private will hurt attempts to make police more accountable to the public. Body cameras are being used in a small number of cities today and current state law provides that most of the footage is public information. The bill will be debated to determine the balance between public safety, the right to public information and the privacy of individuals taped with police body cameras.

**Next Week:** Several high-profile bills are scheduled to be heard in committees next week, including a proposal to designate MNsure as a state agency, bills to allow schools to commence prior to Labor Day, and bills to prohibit the lottery from selling lottery tickets online through a web site or at ATM machines. State agencies will continue to present the Governor's budget recommendations to the committees of jurisdiction



## PRELIMINARY AGENDA

WEDNESDAY, MARCH 4

- 4 - 7 p.m. Registration Open
- 5 - 7 p.m. Legislative Reception at Crowne Plaza *(optional)*  
Mingle with legislators and network with your colleagues in local government at this cash bar reception on the eve of the joint conference.

THURSDAY, MARCH 5

- 7 a.m. Registration Open
- 7 a.m. Networking Breakfast  
Meet and network with city, county, school, and township officials over breakfast.
- 8 a.m. Welcome and Remarks from Governor Dayton, House Speaker Kurt Daudt, and Senate Majority Leader Tom Bakke *(invited)*
- 8:15 a.m. Local Government Priorities and Opportunities for Collaboration  
Hear from association staff about major issues affecting local government and how cities, counties, schools, and townships are collaborating in several key areas to make an impact.
- 9:15 a.m. Individual Association Breakout Sessions
- 10:45 a.m. Issue Breakout Sessions or Meetings with Legislators  
Engage with policymakers and others around critical local government topics like transportation funding, groundwater management, and workforce development and related housing issues. Explore challenges, ideas, and strategies, as well as how we can work together to achieve results in these areas. Or, use this time to meet with your legislators to advocate on legislative priorities.
- 12 p.m. Luncheon with Minnesota Media Experts:  
Issues to Watch in 2015  
Enjoy lunch with your local government colleagues as you get the scoop from several well-known media personalities with extensive experience covering Minnesota politics. This impressive group will share observations about how the new partisan split is influencing the issues and the pace and tone of debate at the capitol—and what's likely to get done this year.
- 1:30 p.m. Issue Breakout Sessions or Meetings with Legislators  
Engage with policymakers and others around important local government topics like broadband deployment and tax initiatives, as well as other hot legislative issues. Explore challenges, ideas and strategies, as well as how we can work together to achieve results in these areas. Or, use this time in the afternoon to meet with your legislators to advocate on legislative priorities.
- 4 p.m. Social Hour at the Capitol Ridge *(optional)*

## TIPS TO HELP YOU EFFECTIVELY ADVOCATE WHILE IN ST. PAUL FOR THE CONFERENCE:

Limited access to public areas and crowded legislative offices in the State Capitol during renovations will make it difficult to meet with legislators in the capitol building.

To visit with your legislators in person, you can:

- Meet Wednesday evening before, during, or after the legislative reception at the Crowne Plaza
- Invite your Senators to join you for meetings with House members in the State Office Building
- Organize a regional meeting, inviting legislators from your area to meet with a group of local officials *(if you'd like to plan a group meeting please contact LMC staff to arrange a conference room)*

**Don't wait—be sure to call or email your legislators now to schedule appointments!**

### Legislative Conference Registration Fee: \$99 per person

Conference fee includes breakfast, lunch, and transportation on the Metro Green Line. *Lodging is not included.*

**Cancellation Policy:** All cancellation requests must be in writing, emailed or faxed seven days prior to the conference and are subject to a \$35 handling fee. All unpaid registrations not cancelled seven days in advance will be billed at the full conference rate; no refunds will be made.

**Parking:** Free parking is available in the League parking lot. Parking in the Crowne Plaza hotel ramp is available for a fee of \$18 per day. Clearance of the parking ramp is 5' 9".

**Transportation:** The Metro Green Line runs every 10 minutes between the Capito/Rice St. Station and Central Station. Pre-paid tickets will be available to registered conference delegates traveling to and from the hotel and the Capitol area.

### Questions?

Contact Kari Smoley at (651) 215-4064 or (800) 925-1122, or [ksmoley@lmc.org](mailto:ksmoley@lmc.org)

**REGISTER ONLINE AT [WWW.LMC.ORG/JLCL15](http://WWW.LMC.ORG/JLCL15)**

MARCH 4-5, 2015 - CROWNE PLAZA, ST. PAUL RIVERFRONT



CITIES★COUNTIES★SCHOOLS★TOWNSHIPS

# JOINT LEGISLATIVE CONFERENCE

Come and help educate state leaders about the importance of partnering with local governments!

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[www.lmc.org](http://www.lmc.org)

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DANIEL BUCHHOLTZ  
Admin-Clk-Treas  
CITY OF SPRING LAKE PARK  
1301 81ST AVE NE  
SPRING LAKE PARK MN 55432-2188

★  
Help educate state leaders about  
the importance of partnering with  
local governments!



CITIES★COUNTIES★SCHOOLS★TOWNSHIPS

# JOINT LEGISLATIVE CONFERENCE

MARCH 4-5, 2015  
CROWNE PLAZA, ST. PAUL RIVERFRONT

★ADVOCATING 4 ALL OF MINNESOTA★

Join hundreds of city, county, school, and township officials in St. Paul to bring attention to the legislative priorities of our Minnesota local governments. This joint legislative event is an opportunity for you to network with other local elected and appointed officials, and a chance to express our common legislative agenda to state decision-makers.

**We work better when we work together.**

**REGISTER ONLINE AT [WWW.LMC.ORG/JLCL15](http://WWW.LMC.ORG/JLCL15)**

This joint legislative conference is sponsored by the League of Minnesota Cities, Association of Minnesota Counties, Minnesota School Boards Association, and Minnesota Association of Townships.

**From:** [Becca Pryse](#)  
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**Cc:**  
**Subject:** NMMA Legislative Update - February 6, 2015  
**Date:** Friday, February 06, 2015 2:41:25 PM

**North Metro Mayors Association  
 Legislative Update  
 February 6, 2015**

With the Governor’s budget released last week, a lot of time has been spent at the Capitol this week looking over the various proposals and hearing from various interest groups about their positions. We expect the next several weeks to include more discussion and overviews on the budget items, as well as action on policy bills.

**NMMA Member Legislation**

On Monday, Feb. 9, the Senate Transportation and Public Safety Committee will hear a presentation from the Office of the Legislative Auditor on a report they completed on MnDOT and Noise Barriers. They will also be hearing a bill from Senator Scalze, [S.F. 276](#), which would establish a noise barrier at U.S. Highway 10 and I-35W in Mounds View.

**Transportation Funding**

As noted in last week’s update, all the transportation funding plans are on the table. It is a long road ahead before we will know if something will strike the right balance to get passed this year. Bob Benke, NMMA staff, put together a chart to compare the various proposals.

<b>DRAFT COMPARISION PREPARED BY NORTH METRO MAYORS ASSOCIATION</b>				
<b>2015 TRANSPORTATION FUNDING PROPOSALS</b>				
<b>SOURCE</b>	<b>SENATE DEMOCRATS</b>	<b>HOUSE REPUBLICANS</b>	<b>Gov. Dayton (10 Year Phase)</b>	<b>MOVE MN</b>
GAS TAX				
License Tab Fees	\$150M		.5% Increase (\$1.45B)	10%; \$35 minimum
Vehicle Excise Tax			\$10 Increase	
SALES TAX ON GAS	6.50%		6.5% (\$4.4B)	6.5% = \$422M
Trunk Highway Bonds			\$2 B	
LOCAL ROAD BONDS	\$567M			

TH 'RESERVE' FUND		\$223M(2016) & \$282M(2018)		
MnDOT EFFICIENCIES		\$65M		15%
METRO TRANSIT TAX	1% INCR. (\$250M/YR)	\$0	.5% increase (\$50M for Safe Routes to School, Bike/Pedestrian)	.75% inc. (10% for Bike and Pedestrian)
General Fund			\$120M (10 Yrs, GM Transit)	
GO BUDGET 'SURPLUS'		\$200M	\$120M	
LEASED VEH. EXCISE TAX	\$32M/YR> Greater MN TRANSIT			
TOTAL INCREASE	\$800M(16), \$1.1B/YR>	\$750M (4 YRS)	\$11 B (10 YRS)	\$856M/YR

### Fiscal Disparities

The House Property Tax Division held a hearing on Wednesday, Feb. 4, to get an overview of the fiscal disparities program. The presentation was provided by House Research staff, and covered the history of the program including the purpose it plays in economic development of the region, equalized distribution of resources and reduction of competition among the cities and counties for commercial and industrial development. There were a lot of good questions and discussion from legislators about the program, and Anoka County Commissioner Gamache testified to reinforce why the program works well, and why it hasn't changed since enactment in 1971. He also talked about his experience as Mayor of Andover and the role fiscal disparities played in helping to develop the city, including commercial and industrial development. Property Tax Division Chair Steve Drazkowski seems open to hearing any ideas to modify the program or discuss concerns that members may have about the program, but other members of the committee also talked about the benefits of the program and the importance of leaving it as is.

### Early Voting

Legislation aimed at creating a system of early voting in Minnesota will be getting consideration this session. [SF0414 \(Sieben\)](#) is scheduled for a hearing on Feb. 19 before the Senate Subcommittee on Elections. The bill would reduce the cost to cities that run elections because it would reduce the number of absentee ballots that need to be processed and would allow a voter to submit their ballot directly into a ballot counter at the early voting location. A different bill has been introduced in the House, and no hearings have been scheduled.

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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**Contact Us**

SLP Parks and Recreation  
1301 81st Ave. NE  
Spring Lake Park, MN  
55432

Ph: 763-792-7201  
Hotline: 763-792-7230  
E: [recinfo@slpmn.org](mailto:recinfo@slpmn.org)  
[www.slprec.org](http://www.slprec.org)  
>[Google Map Link](#)

Hours: 8:30am - 5pm  
Monday - Friday

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## SLP Recreation Program Announcements

If you have any questions about upcoming events please contact Kay at [kokey@slpmn.org](mailto:kokey@slpmn.org)

Go to [www.slprec.org](http://www.slprec.org) for more details and to register online

### Microbrewery Tour-Growlers

Saturday, Feb. 7 11:30am-4:30pm  
\$59.00

Deadline Feb. 4

### CHANHASSEN DINNER THEATER PRESENTS MARY POPPINS THE BROADWAY MUSICAL

Everyone's favorite practically perfect nanny takes the stage in this Supercalifragilisticexpialidocious musical adventure. One of the most popular Disney movies of all time is capturing hearts in a whole new way: as a practically perfect musical! Based on the books by P.L. Travers and the classic Walt Disney film. Register or cancel by 2/4/15

Wednesday, March 4, 2015  
10:45AM-5:00PM  
Departs SLP City Hall  
Fee: \$76/person (Includes show, coach transportation, meal, SLP Escort)  
#SLP15-Poppins

### GLASS BLOWING TOUR with LUNCH at HELL'S KITCHEN

In the morning we will head to the artisans industrial park in Minneapolis building #10 home of Minnesota Center for Glass Arts. Visitors will experience glass blowing demonstrations, as artisans create magnificent pieces. There is no elevator. Steps are involved to enter a well-used rustic building. Wear closed toed footwear suitable for standing. You will descend stairs into the Glory Hole, lined with blazing furnace. Wear a long sleeved shirt and dress in layers. We will then visit the Glass Gift Gallery featuring new glasswork by dozens of artists from the Center. Lunch will be a

Hell's Kitchen, where the menu will be half sandwich, cup of soup or half salad, beverage and a cookie. About the name...it's about dedicated staff working behind the stove in a hot kitchen to prepare excellent food. We will finish our day with a stop at the Bloomington Center for the Arts Gallery. Register or cancel by 2/04/15.

Wednesday, Feb 25, 9:30 AM-3:00 PM

Departs City Hall

Fee: \$59.00/person (includes lunch, tour admission, coach transportation, SLP escort)

### Indoor Game Day

Play indoor games of your choice: Yahtzee, Scrabble, Uno , Jenga and more!

Tuesday, Feb. 24, March 24, April 28

1:00-3:00pm

### Book Club

First Thursday of the month. Meeting on Feb. 5

11:00AM

February Read: Gone Girl by Gillian Flynn.

March Read: Bring your favorite book to share

April Read: The Light Between Oceans by M.L. Scribner

### [Forward this email](#)

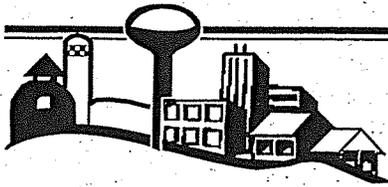


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# WATERLINE

NEWS AND INFORMATION

FOR PUBLIC WATER SUPPLIERS IN MINNESOTA

## Minneapolis Water Works Honored

Minneapolis Water Works received the Sustainable Water Utility Management Award from the Association of Metropolitan Water Agencies. Only nine public drinking water systems nationally received the award, which recognizes water utilities that have made a commitment to management that achieves a balance of innovative and successful efforts in economic, social, and environmental efforts.

Minneapolis has incorporated strategies and financial procedures that include requiring the water division to maintain a minimum cash balance equal to approximately three months of operating expenses to keep cash flow available. It also implemented a five-year capital improvement program that documents each construction project, its estimated cost, and the source of funding as well as the use of a fixed rate in

utility billing, which helps stabilize revenues from fluctuations in water use due to weather conditions and the declining water demand by customers. Minneapolis has encouraged its customers to use water wisely and has been engaged in other environmental stewardship initiatives, including sustainable design in capital projects, efficient vehicles, collaboration on source water protection, support of urban farms and community gardens, promotion of the value of drinking water, and reduction of the use of disposable water bottles.

The Association of Metropolitan Water Agencies—an organization of the largest publicly owned water utilities in the country—has recognized Minneapolis twice before, in 2002 with the Gold Award for Exceptional Utility Performance and in 2011 with the Platinum Award for Utility Excellence.

## Water Operator Exam Dates

*March 5, St. Cloud*

*March 13, Rochester*

*April 2, Bloomington*

*May 6, Spicer*

*May 15, Ely*

*June 24, Wahkon*

*See calendar on back page for more information*

# Water Reuse in Minnesota

By Anita Anderson, Minnesota Department of Health

Increasing demand in Minnesota to implement water reuse strategies creates the potential to reduce demand on water resources, improve surface water quality, and increase water resource sustainability. The term water reuse is used differently by different people, but for the purpose of this article water reuse includes harvesting of rainwater (from roofs), stormwater reuse, and reuse of treated graywater and reclaimed municipal wastewater.

Current interests in reuse in Minnesota include:

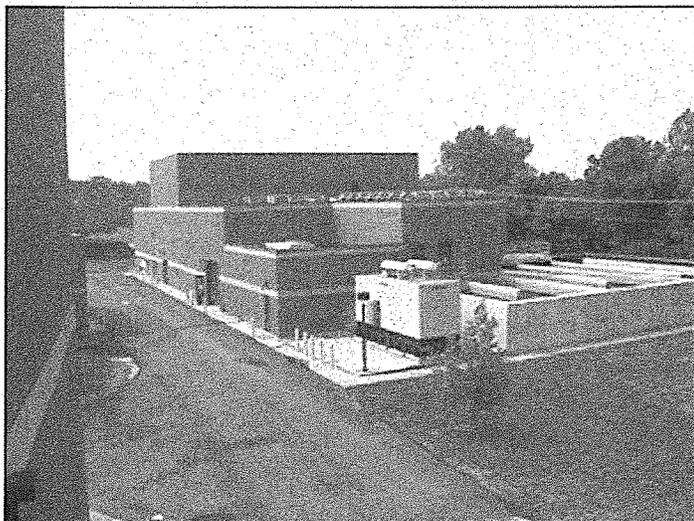
- Use of captured stormwater and treated wastewater or graywater for landscape and agricultural irrigation, use in nonpotable water plumbing applications (such as flushing toilets), and use in industrial processes.
- Use of treated wastewater and stormwater for aquifer storage or recharge.

The largest demand in Minnesota seems to be in the area of stormwater reuse. The Minnesota Pollution Control Agency (MPCA) states on its website that the surest way to improve water quality in Minnesota is to better manage stormwater, and stormwater reuse is one tool for better management. Areas with source water quantity issues also show interest in water reuse.

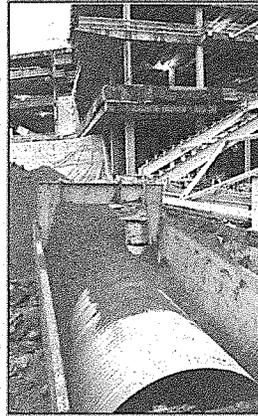
Some specific examples of water reuse in Minnesota are described below.

## Reclaimed Municipal Wastewater

Reclaimed municipal wastewater is wastewater that has been treated to meet specific water quality criteria with the intent of being used for a range of purposes. Minnesota reclaimed wastewater projects include golf course irrigation, toilet flush water in buildings, wetland enhancement, energy plant cooling water, and non-food crop agricultural irrigation. The Mankato power plant is one example. The city provides up to 6.2 million gallons per day of reclaimed water to the Mankato Energy Center. Instead of drawing on additional groundwater sources, the Mankato plant is reusing water that has already been withdrawn, used, and treated.



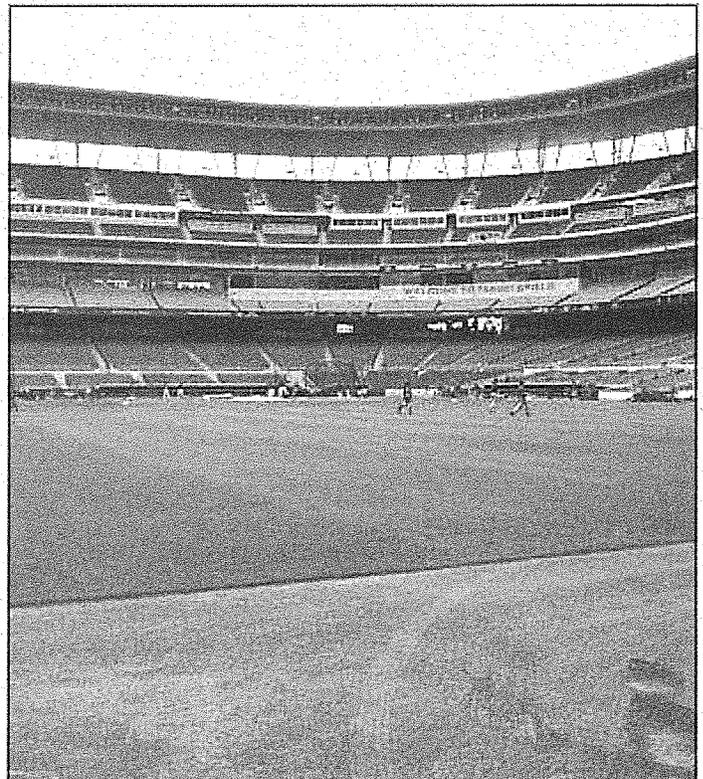
Mankato Water Reclamation Facility



## Stormwater Reuse

Stormwater reuse is the collection and use of stormwater runoff that is reclaimed for specific, direct, and beneficial uses. Target Field, home of the Minnesota Twins, collects stormwater in a 200,000 gallon cistern under the warning track. This water is treated and used to irrigate the ball field, reducing city water use by 2 million gallons per year (see the Fall 2010 *Waterline* article for more information).

Above and below: stormwater reuse at Target Field.



## Graywater Reuse

Graywater includes wastewater from bathtubs, showers, bathroom wash basins, washing machines, and laundry tubs. It does not include wastewater from kitchen sinks, dishwashers, or laundry water from soiled diapers. One possible use for graywater is to provide drip irrigation for landscape plants.

While there are many benefits to water reuse, there are also potential risks to public health and the environment. There could also be economic and operational impacts on water and wastewater utilities because of cross connection control issues, changes in demand for services, and changes in the quality of wastewater coming to the plant. Costs associated with water reuse vary depending on the end use for the water, extent and method of treatment required, infrastructure and equipment, monitoring of water quality parameters, and regulatory approach.

Water Reuse—Continued on page 4

## REGISTRATION FORM FOR OPERATOR SCHOOLS

You may combine fees on one check if more than one person is attending a school; however, please make a copy of this form for each person. For questions regarding registration, contact Jeanette Boothe at 651-201-4697.

To request an exam application, contact Noel Hansen at 651-201-4690 or Mark Sloan at 651-201-4652.

- Southeast School, March 11-13, 2015, Kahler Apache Hotel, Rochester. Fee: \$135 (\$145 after February 24).
- Metro School, March 31-April 2, 2015, Ramada Mall of America, Bloomington. Fee: \$175 (\$210 after March 16).
- Northeast School, May 13-15, 2015, Grand Lodge Ely. Fee: \$135 (\$145 after April 30).

Name \_\_\_\_\_ Employer \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Day Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Please enclose the appropriate fee. Make check payable to Minnesota AWWA. Mail this form and fee to Drinking Water Protection Section, Minnesota Department of Health, P. O. Box 64494, St. Paul, Minnesota 55164-0494.

### Reminder to All Water Operators

When submitting water samples for analyses, remember to do the following:

- Take coliform samples on the distribution system, not at the wells or entry points.
- Write the Date Collected, Time Collected, and Collector's Name on the laboratory request form.
- Write the Sample Point on the laboratory request form.
- Attach the label to each bottle (do not attach labels to the lab form).
- Include laboratory request forms with submitted samples; make sure the information on the bottle label and the lab form is the same.
- Use something other than a rollerball or gel pen; the ink may run.
- Consult your monitoring plan(s) prior to collecting required compliance samples.

Notify your Minnesota Department of Health district engineer of any e-mail changes for contact people.

If you have questions, call the Minnesota Department of Health contact on the back of all sample instruction forms.

## Waterline

Published quarterly by the Drinking Water Protection Section, Minnesota Department of Health

**Editor:**

Stew Thornley

**Staff:**

Noel Hansen

Jeanette Boothe

Past issues of the *Waterline* are available at <http://www.health.state.mn.us/water/newsletters.htm>

## New to Drinking Water Protection: Bonnie Shafer and Anna Schliep

Bonnie Shafer has returned to the Minnesota Department of Health Drinking Water Protection Section as a health program representative in the Community Water Supply Unit, succeeding Mackenzie Hales. Bonnie worked in the section from 1995 to 1999 before going to the Minnesota Department of Corrections for 14-1/2 years. Bonnie has been married for 40 years and has two grown children, four grandchildren, and one cat. She enjoys camping, being outdoors, and spending time with her family and grandkids.

Anna Jeanne Schliep has succeeded Dag Moselle as the compliance engineer for lead, copper, arsenic, and radium. She is from Howard Lake, Minnesota, where she was a cheerleader in high school, and attended the University of Minnesota, Morris. Anna went to graduate school for physics at the University of Maine. She taught physics, math, and chemistry at the New York Military Academy and South High School in Minneapolis. She has also coached volleyball, swimming, and dance. Anna has a black belt in Shotokan karate, which she has been doing for seven years, and is learning fencing at the Minneapolis Sword Club. She competes in epee, saber, and foil. Anna has an eight-year-old son and a four-month-old daughter.



Bonnie Shafer and Anna Schliep

### Water Reuse—Continued from page 2

#### Rainwater Harvesting

Rainwater harvesting captures precipitation from roofs for later use. The Schaar's Bluff Gathering Center in Dakota County uses rainwater harvesting for toilet flushing and reducing water use.

Water reuse is currently the exception rather than the rule. Various agencies, including the Minnesota Pollution Control Agency, Department of Natural Resources, Department of Health, and Department of Labor and Industry, play some role in reuse, whether as regulators of management and disposal of wastewater and storm water, water appropriations, standards for contaminants in ground or surface water, or infrastructure. The agencies are currently working to provide a framework for municipalities, industries, and other parties interested in water reuse. As one step in developing this framework, the agencies partnered with the Minnesota Technical Assistance Program to survey various groups in relation to water reuse. If you already received and responded to this survey, thank you! You'll find the survey results in an upcoming issue of the *Waterline*.



Schaar's Bluff Gathering Center

### **From *The Book of Useless Information* An Official Publication of *The Useless Information Society***

Parker Brothers prints about \$50 billion worth of Monopoly money in a year.

Australia is considered the easiest continent to defend in the game Risk.

Miss Piggy's measurements are 27-20-36.

When Patty Hearst was kidnapped, she was watching the TV show *The Magician*, starring Bill Bixby.

Every episode of *Seinfeld* contains a Superman reference somewhere.

Morocco was the first country to recognize the United States in 1789.

On *Gilligan's Island*, the professor's real name was Roy Hinkley.

There is a town in Texas called Ding Dong.

On *The Jetsons*, Jane is 33 years old and daughter Judy is 18.

The stone lions in front of the New York Public Library are named Patience and Fortitude.

Thirteen people a year are killed by vending machines falling on them.

Approximately 97 percent of all statistics are made up.

## 2015 Metro School

The 2015 Metro Waterworks Operators School will be held from Tuesday, March 31 through Thursday, April 2 at the Ramada Mall of America Hotel, 2300 American Boulevard East, Bloomington 55425, 952-854-3411.

Meteorologist Paul Douglas will be the keynote speaker to open the school, talking about the impacts of climate change. Michael Monroe Kiefer of Powermind Training, Inc. will be the breakfast speaker on Thursday morning.

Participants in the school will receive 16 credit hours for their attendance. The registration for the school will be \$175 (\$210 after March 16).

Registration will begin at 6:45 a.m. on March 31 with the sessions beginning at 8:00 on Tuesday and 7:30 on Wednesday and Thursday. Sign-ups will take place during registration on Tuesday for the off-site tours on Wednesday. Only in-person sign-up is allowed (attendees may not sign up for co-workers or others).

### Tuesday, March 31

#### 8:00 to 11:30

- *Impacts of Climate Change* - Paul Douglas
- *Water in Nicaragua* - Ben Finnegan, CH2M Hill
- *Water for People* - Shawn Mulhern, KLM Engineering

#### 12:15 to 3:30

##### *Distribution*

- Locating Process
- Locating
- Right-of-Way
- Trenching and Confined Space Entry

or

##### *Treatment*

- OSHA
- 3-D Modeling
- Cross Connections in Water Treatment Plants
- Iron in Minnesota Water Treatment Plants: Evaluation and Optimization

### Wednesday, April 1

#### 7:30

##### Frozen Services

Exam prep (separate sessions for A-B and C-D licenses); the exam prep will be held in morning and afternoon.

or

#### 8:45 to 11:30

Off-site tours of Target Field water system, Waterous, Aquifer Storage and Recovery in Albertville, Burnsville and Apple Valley water treatment plants.

#### 12:45 to 3:15

##### *Distribution*

- Corrosion
- Watermain Lining
- Modeling

or

##### *Treatment*

- SCADA
- Emergency vs. Peak
- Cyber Security

### Thursday, April 2

- Breakfast: *Maintaining Positive Workplace Attitudes with People Reading Skills* - Michael Monroe Kiefer
- Product Exposition with mini-sessions
- Meter Madness
- Taste Test

Certification exams will begin at 12:30.

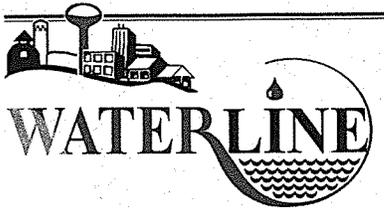
## Additional Spring 2015 Schools

- Southeast School, March 11-13, Kahler Apache Hotel (formerly Ramada Hotel and Conference Center), Rochester
- Northeast School, May 13-15, Grand Ely Lodge

### *Other Coming Attractions*

Minnesota Rural Water Association Water and Wastewater Technical Conference, March 3-5, 2015, St. Cloud

A registration form for the Southeast, Metro, and Southwest schools is on page 3.  
Information on all district schools is at  
[http://health.state.mn.us/divs/eh/water/wateroperator/trng/wat\\_op\\_sched.html](http://health.state.mn.us/divs/eh/water/wateroperator/trng/wat_op_sched.html)



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 SPRING LAKE PARK, MN 55432-2116

## CALENDAR

### Minnesota Section, American Water Works Association

- \*March 11-13, Southeast Water Operators School, Kahler Apache Hotel, Rochester. Contact Bob Dunn, 507-457-8272.
- \*March 31-April 2, Metro Water Operators School, Ramada Mall of America, Bloomington. Contact Jeanette Boothe, 651-201-4697, or Stew Thornley, 651-201-4655.

- \*May 13-15, Northeast Water Operators School, Grand Ely Lodge. Contact Mark Proulx, 952-240-2023.

Information for all district schools, including agendas:  
<http://www.health.state.mn.us/water/wateroperator/trng/schoolagendas.html>

**\*Includes a water operator certification exam.**

### Minnesota Rural Water Association (MRWA)

Contact Kyle Kedrowski, 800-367-6792

- \*March 3-5, Technical Conference, St. Cloud
- \*May 6, Safe Drinking Water Act Compliance Training, Spicer
- \*June 24, Safe Drinking Water Act Compliance Training, Wahkon

### MRWA Class D Training

- March 4, St. Cloud
- April 15, Cohasset

### MRWA Class E Training

- April 7, Hastings
- May 12, Monticello
- June 11, Aitkin
- June 16, Cologne

Note: Class D workshops are eight hours, and Class E workshops are four hours. The morning session of a Class D workshop is the same as a stand-alone four-hour workshop for Class E operators; thus, Class E operators may attend either the stand-alone four-hour workshop or the morning session of the Class D workshop.

The workshops listed above include a certification exam. Other training dates are available at <http://mrwa.com/training.html>.

For an up-to-date list of events, see the training calendar on the MDH web site:  
[http://health.state.mn.us/water/wateroperator/trng/wat\\_op\\_sched.html](http://health.state.mn.us/water/wateroperator/trng/wat_op_sched.html)