



**CITY COUNCIL REGULAR AGENDA**  
**TUESDAY, SEPTEMBER 02, 2025**  
**CITY HALL at 7:00 PM**

- 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 - August 18, 2025 Work Session
  - [B.](#) Approval of Minutes - August 18, 2025 City Council Meeting
  - [C.](#) Mayor's Proclamation - Constitution Week
  - [D.](#) Contractor's Request for Payment No. 1 - 2025 Street Improvement Project - \$133,579.38
  - [E.](#) Contractor's Request for Payment No. 7 - Final - 2024 Sanburnol Drive, Elm Drive & 83rd Ave Improvement - \$29,128.36
  - [F.](#) Anoka County Agreement for Residential Recycling Program 2026 - Select Committee on Recycling and the Environment (SCORE)
  - [G.](#) Approval of Shelter-in-Place During Storm Policy
  - [H.](#) Authorize Closure of City Hall on Friday after New Year's Day 2026
  - [I.](#) Approval of ROW - Xcel Energy - 8000 Jackson St NE
  - [J.](#) Kennel License Renewal
- 7. PUBLIC HEARING**
  - [A.](#) Rental License Revocation for Certain Property Located at 857 81st Avenue NE
- 8. DEPARTMENT REPORTS**
  - [A.](#) Public Works Report
- 9. ORDINANCES AND/OR RESOLUTIONS**
  - [A.](#) Resolution 2025-33, Adopting Proposed 2025 Tax Levy Collectible in 2026
  - [B.](#) Resolution 2025-34, Cancelling or Reducing Bond Levies - 2025/2026
- 10. NEW BUSINESS**
  - [A.](#) Award Quote for Triangle Park Irrigation
  - [B.](#) Award Quote for City Hall HVAC Maintenance Agreement
- 11. REPORTS**
  - A. Attorney Report

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

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the Deputy City Clerk at 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN 55432. Ph.763-784-6491 at least 48 hours in advance.

One or more City Councilmembers may participate in this meeting remotely using interactive technology, in compliance with the Minnesota Open Meeting Law.

[B.](#) Engineer Report

C. Administrator Report

**12. OTHER**

**13. ADJOURN**

## **RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS**

### **DISCUSSION FROM THE FLOOR**

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

### **PUBLIC HEARINGS**

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

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes.

In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.

- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Worksession was held on August 18, 2025 at the City Hall, 1301 81st Ave NE, Spring Lake Park, at 5:30 PM.

### 1. CALL TO ORDER

#### MEMBERS PRESENT

Councilmember Ken Wendling  
Councilmember Barbara Goodboe-Bisschoff  
Councilmember Lisa Dircks  
Councilmember April Moran

#### MEMBERS ABSENT

Mayor Bob Nelson

#### STAFF PRESENT

Police Chief Josh Antoine, Building Official Jeff Baker, Public Works Director George Linngren,  
Administrator Daniel Buchholtz

### 2. DISCUSSION ITEMS

#### A. 2026 General Fund Budget Presentation and Discussion

Administrator Buchholtz presented the 2026 General Fund budget, noting total proposed revenues and expenditures of \$6,061,232, which reflects a balanced budget. He reported modest tax base growth, a slight increase in Local Government Aid, and continuing economic uncertainty. He said property taxes will fund approximately 72% of the budget, with the remainder from other revenue sources. He reported that major cost drivers include wage and benefit growth from recent union contract settlements, a 16% health insurance premium increase, new Paid Family and Medical Leave contributions, and expanded IT security investments to protect against cyber threats. He highlighted some departmental drivers, including a 6.85% increase in the Fire Department operating budget with additional capital funding following the payoff of the Station 3 bond, higher Code Enforcement costs offset by inspection fee revenue and higher IT costs in the Police Department due to Criminal Justice Information System (CJIS) compliance requirements.

Buchholtz stated that the preliminary levy is proposed at \$5,030,260, a 6.54% increase over the previous year. He acknowledged that while this is higher than preferred, it is lower than initial projections and may be reduced further as savings are identified, such as staffing changes and capital adjustments. He noted that the proposed budget does not currently include the Administrative Captain position requested by the Police Department; however, Buchholtz outlined funding options using one-time Public Safety Aid and phased staffing reductions to fund the position in 2026 and phase the cost of the position over the next two fiscal years.

Councilmember Goodboe-Bisschoff inquired about ways to further lower the levy. Administrator Buchholtz stated that due to a staff resignation in the Parks and Recreation Department, there will be payroll savings that will reduce the levy. He stated that it is appearing the 2026 squad car will come in lower than expected, which could also help reduce the levy. He said staff will continue to review additional cost-saving opportunities in an effort to further reduce the levy. Councilmember Dircks noted that the City is not immune to inflation, which is reflected in the budget. Councilmember Wendling agreed.

Councilmembers expressed support for but discussed concerns about adding the Administrative Captain position. Buchholtz confirmed that a final decision on the position could be deferred to November without affecting the levy, as one-time Public Safety Aid would cover its first-year cost.

CONSENSUS of the Council provided was to proceed with setting preliminary property tax levy \$5,030,260 in accordance with the Administrator's budget, while continuing to review cost-saving opportunities and the addition of the Administrative Captain position.

#### B. Axon Contract Review

Police Chief Antoine said the department's current five-year Axon contract expires in late 2026. He reported that Axon is projecting annual cost increases of 12–14% and has eliminated the department's current bundle plan. He presented options for a new five-year or ten-year contract, recommending the ten-year contract to lock in pricing and avoid future price spikes. He stated the ten-year contract includes upgraded body cameras, Tasers, in-squad cameras, and unlimited evidence storage for outside digital files, as well as providing four equipment refresh cycles and enhanced features such as real-time video access for supervisory staff and dispatch. Chief Antoine noted that the 10-year contract is anticipated to save the City over \$200,000 over the life of the agreement over annual renewals. He advised that the department budget for 2026 already reflects the first year's contract amount of \$37,000. Chief Antoine recommended approval of the ten-year contract before September 1 to retain discounts. Council asked clarifying questions regarding equipment coverage and system integration, which Chief Antoine answered.

Hearing no objections, Administrator Buchholtz stated that the Council will act on the Axon contract at the next City Council meeting.

#### C. Cannabis Retail Discussion

Administrator Buchholtz said the City received a request to increase the number of licensed recreational cannabis dispensaries allowed under City Code. HE said current regulations limit the City to one retail license, and the applicant requested an amendment to allow additional licenses. Buchholtz noted that a third party has also expressed interest in opening a cannabis store, utilizing the municipal cannabis model, under which the City would hold a license in partnership with a private operator. He explained that such a model would require careful evaluation of financial, insurance, and legal compliance risks.

Councilmembers expressed mixed views. Councilmember Wendling and Councilmember Goodboe-Bisschoff favored maintaining a single license due to the City's size and uncertainty about enforcement and compliance impacts. Councilmember Moran stated she had no concerns with increasing the number of retail cannabis operators in the City and suggested exploring an increase to two licenses to accommodate interest and promote local partnerships.

The Council directed staff to gather additional information on cannabis licensing in other cities and the municipal model and to bring the topic back for further discussion at a future work session.

### **3. REPORT**

A. Council and Staff Reports - None

### **4. ADJOURN**

The meeting was adjourned at 6:50pm.

---

Kenneth Wendling, Mayor

Attest:

---

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on August 18, 2025 at the City Hall, at 7:00 PM.

### 1. CALL TO ORDER

Acting Mayor Wendling called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### MEMBERS PRESENT

Councilmember Kenneth Wendling  
Councilmember Barbara Goodboe-Bisschoff  
Councilmember Lisa Dircks  
Councilmember April Moran

#### MEMBERS ABSENT

Mayor Robert Nelson

#### STAFF PRESENT

Police Chief Josh Antoine, Recreation Director Anne Scanlon, Attorney John Thames, Engineer Phil Gravel, City Administrator Daniel Buchholtz

#### VISITORS

Ken Kirchner	7955 Van Buren Street NE	Spring Lake Park MN
Derek Lind	Anoka County Election Integrity Team	Ramsey MN
Ben Kieffer	546 Rosedale Road	Spring Lake Park MN

### 3. PLEDGE OF ALLEGIANCE

### 4. ADDITIONS OR CORRECTIONS TO AGENDA

Administrator Buchholtz requested that Item 6M Approval of Public Right of Way Application for CenterPoint Energy at 7811 Jackson Street NE be added to the agenda.

### 5. DISCUSSION FROM THE FLOOR

Mr. Ken Kirchner, 7955 Van Buren Street NE, inquired about the parking issue on Van Buren Street NE.

Administrator Buchholtz reported that several actions are being taken to improve the parking situation near the high school. He stated that the City is reconfiguring parking on 79th Avenue between Able Street and Highway 65, shifting parking from the south side to the north side, which will create 25 additional on-street stalls. He noted that the parking spots will be free for students and will not require permits.

Administrator Buchholtz stated that the School District is working with the Seventh-Day Adventist Church, located north of McDonald's, to allow students to park in their lot during the school day. He said that Metro Transit is launching a new "Metro Micro" service—similar to Uber or Lyft—that will serve the high school along with parts of Blaine and Coon Rapids, providing students with another transportation option, especially after school activities.

Administrator Buchholtz noted that the City and School District will monitor the situation throughout the school year and make further adjustments if needed. He stated that the District will encourage students to avoid parking on Van Buren Street and in nearby neighborhoods, instead using 79th Avenue and other designated options.

Mr. Kirchner stated that the biggest concerns he has heard from residents relate to accessibility issues caused by parking. He noted that if residents are unable to get out of their driveways, receive their mail, or have their trash and recycling collected, then there is a significant problem that needs to be addressed.

Administrator Buchholtz acknowledged the concerns and reminded the Council that an ordinance amendment was recently approved requiring a 10-foot buffer zone on either side of mailboxes. He stated that USPS confirmed this distance is sufficient for carriers to access mailboxes, and the Police Department will patrol the area at the start of and throughout the school year to ensure compliance, issuing citations as needed.

Administrator Buchholtz noted that, in most cases, trash and recycling receptacles are placed near driveways, which are generally within 10 feet of the mailbox, allowing for collection without issue. He said if residents encounter problems with trash pickup due to parking, they are encouraged to contact the City, and police will respond and issue citations as necessary. He said that with the 25 new parking stalls near the high school, the need for parking on Van Buren should be significantly reduced.

Derek Lind, a resident of Ramsey and member of the Anoka County Election Integrity Team, addressed the Council regarding concerns over county control of elections. He stated that the county has taken authority away from cities in decisions such as the use of electronic poll pads. Lin argued that, under state statute and a 1987 amendment, counties must seek city approval to implement electronic rosters, since they are not mandated by the state.

Mr. Lind emphasized that the broader issue is about protecting city autonomy in election matters, warning that future decisions—such as ranked choice voting or the use of artificial intelligence—could also be imposed by the county without city input. He maintained that election authority should remain at the city level, as cities are closer to the people and more directly accountable. He provided informational packets, referenced explanatory videos previously shared with council members, and encouraged the Council to review them.

Administrator Buchholtz stated that the City's position has consistently been that poll pads are a highly effective tool for election administration. He noted that the City has a strong, collaborative relationship with Anoka County, which does an excellent job managing elections



on the City's behalf. He stated that in today's environment, voters expect timely and accurate results. He said eliminating poll pads in favor of paper-based systems would slow down the voting process, delay results, and reduce transparency and accountability. He said the technology works, and residents are increasingly recognizing and appreciating how it has streamlined the voting experience and protects their right to vote efficiently.

## 6. CONSENT AGENDA

- A. Approval of Minutes – August 4, 2025 City Council Meeting Minutes
- B. Approval of July Claims List – General Disbursement #25-13 - \$315,666.51
- C. Revenue and Expense Report – July, 2025
- D. Contractor's Request for Payment No. 2 – \$116,059.65
- E. Approve Tower Inspection Services – KLM Engineering
- F. Resolution 2025-32, Accepting Donation from Lisa Dircks and Steve Birmingham
- G. Accept Letter of Resignation from Parks and Recreation Supervisor Wesley Goldberg
- H. Approval of Public Right of Way Application – Xcel Energy – 8040 Able Street NE
- I. Approval of Public Right of Way Application – Comcast – 8436 Terrace Road NE
- J. Contractor's Licenses
- K. Business License (tabled from 8/4/25)
- L. Sign Permit
- M. Approval of Public Right of Way Application – CenterPoint Energy – 7811 Jackson Street NE

Councilmember Dircks shared that, in celebration of the building renovation project, she obtained a locally framed Adam Turman print titled *Hydrated Landmarks*, which depicts water towers from several Minnesota communities including Spring Lake Park. She noted that the artwork is currently displayed in the building's link area as a way to honor the hard work of city staff and to complement the renovated space with meaningful art.

Administrator Buchholtz reported that the property at 8407 Plaza Boulevard has new ownership, and city code requires the new operators of Dala1 Thai Banquet Hall and Restaurant to complete the full liquor licensing process. The new owners, based in Eagan with 30 years of business experience, passed police background checks and are expected to maintain similar operations. He noted that liquor license issuance and renewal remain at the council's discretion, and staff recommend approval.

Motion made by Councilmember Moran to approve the Consent Agenda.

Voting Aye: Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Acting Mayor Wendling. Motion carried.

## **7. DEPARTMENT REPORTS**

### **A. Police Report**

Chief Antoine reported that the Police Department responded to 870 calls for service in July 2025, an increase from 857 calls in July 2024. He stated that Investigator Bennek handled 25 cases during the month of July, including 24 felonies and 1 misdemeanor. He noted that Investigator Bennek is monitoring four forfeiture cases and has closed one case. He stated that Investigator Bennek provided a fraud and elderly exploitation prevention presentation to seniors at Emmanuel Christian.

## **8. ORDINANCES AN/OR RESOLUTIONS - None**

## **9. NEW BUSINESS**

### **A. Approval of Axon Contract**

Chief Antoine reported on the Police Department's long-standing partnership with Axon Enterprises (formerly Taser International), whose equipment the department has relied on for over two decades. He said the current five-year contract for body cameras, squad cameras, and tasers expires in 2026. Chief Antoine explored new contract options noting that the annual cost increases of 12–15% and the discontinuation of the department's existing bundle package.

Chief Antoine negotiated a new agreement with Axon, which must be signed by September 1, 2025. He is recommending a 10-year contract instead of a five-year contract. He said the 10-year option would spread out costs, avoid sharp increases, and provide significant upgrades, including new body-worn and squad cameras, Taser 10 devices, real-time video access for supervisors and dispatch, and unlimited third-party video storage for investigations.

Chief Antoine explained that although the department reviewed other vendors, the overall costs were comparable once factoring in tasers, cartridges, and training, making Axon the more practical option. He said the 10-year agreement also includes four full equipment replacements during the contract term—compared to just one with a five-year deal—and is projected to save the City approximately \$223,000 over the contract period.

Chief Antoine is recommending Council approval of the 10-year contract with Axon Enterprises.

Motion made by Councilmember Goodboe-Bisschoff to Approve a 10-year Contract with Axon.

Voting Aye: Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Acting Mayor Wendling. Motion carried.

B. Authorization to Advertise for Parks and Recreation Supervisor

Parks and Recreation Director Scanlon informed the Council that staff member Wesley Goldberg has resigned to accept a position with another city. Director Scanlon noted the loss to the Department and requested Council approval to begin advertising for a replacement. She stated that the 2025 salary range for the position is \$35.13 to \$43.18 per an hour and anticipates hiring at Step 1 of the scale.

Motion made by Acting Mayor Wendling to authorize staff to advertise for the Parks and Recreation Supervisor position.

Voting Aye: Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Acting Mayor Wendling. Motion carried.

**10. REPORTS**

A. Attorney's Report - None

B. Engineer's Report

Report accepted as presented.

C. Administrator Report – None

**11. OTHER**

A. Closed Session – Discuss Labor Negotiation Strategy Pursuant to Minn. Stat 13D.03, Subd. 1(b)

Motion made by Councilmember Wendling to adjourn the meeting for a closed session.

Voting Aye: Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Acting Mayor Wendling. Motion carried.

Meeting closed at 7:32 PM.

Meeting Reconvened at 7:41 PM

Attorney Thames stated that the City Council had adjourned to a closed session held pursuant to Minnesota Statute 13D.03, Subdivision 1(b), to discuss labor negotiation strategy. He stated staff has been provided direction.

**13. ADJOURN**

Motion made by Councilmember Wendling to adjourn.

Voting Aye: Councilmember Goodboe-Bisschoff, Councilmember Dircks, Councilmember Moran, Acting Mayor Wendling. Motion carried.

The meeting was adjourned at 7:42 PM.

---

Kenneth Wendling, Acting Mayor

Attest:

---

Daniel R. Buchholtz, Administrator, Clerk/Treasurer



**MAYOR'S PROCLAMATION  
CONSTITUTION WEEK  
SEPTEMBER 17 – 23, 2024**

**WHEREAS**, September 17, 2024, marks the two hundred and thirty-seventh anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS**, the Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights as enshrined in this document; and

**WHEREAS**, Constitution Week is celebrated annually across the United States during the week of September 17th through September 23rd to commemorate the adoption of the Constitution and to honor the ideals it embodies; and

**WHEREAS**, Constitution Week provides the opportunity for citizens to reflect on our nation's history, the role of our government, and the responsibilities that come with American citizenship; and

**WHEREAS**, it is fitting and proper to officially recognize this magnificent document and the anniversary of its creation.

**NOW, THEREFORE, BE IT RESOLVED** that I, Robert Nelson, Mayor of the City of Spring Lake Park, officially proclaim the week of September 17 through September 23, 2024 as

**CONSTITUTION WEEK**

in the City of Spring Lake Park and urge all citizens to reaffirm the ideals of the Framers of the Constitution by studying and reflecting on the importance of the rights and responsibilities of American citizenship.

Dated this third day of September, two thousand twenty four.

\_\_\_\_\_  
Robert Nelson, Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
Daniel Buchholtz, City Administrator



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

August 25, 2025

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

Re: 2025 Street Improvements Project (79<sup>th</sup> Ave. and Taylor St.)  
Project No. 193807275  
**Contractor's Request for Payment No. 1**

Dear Dan:

Attached for city approval is Contractor's Request for Payment No. 1 for the 2025 Street Project. The prime Contractor on this project is North Valley Inc.

This request includes payment for most of the work including the paving. Seeding and verification of final quantities will be covered under a future payment request.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to North Valley Inc. in the amount of \$133,579.38.**

Please execute the payment request document. Keep one copy for your records, forward a copy to North Valley Inc., and return one copy to me.

Feel free to contact Zach Naslund or me if you have any questions.

Regards,  
**STANTEC**

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

Phil Gravel  
City Engineer

Enclosures

cc: Matt Echols, North Valley Inc.  
George Linngren, Public Works Director



Owner: City of Spring Lake Park, 1301 81St. Ave. NE, Spring Lake Park, MN 55432	Date: August 25, 2025
For Period: 8/1/2025 to 8/25/2025	Request No: 1
Contractor: North Valley, Inc., 20015 Iguana St. NW, Ste. 100, Nowthen, MN 55330	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
NORTHVIEW ROAD RETAINING WALL  
STANTEC PROJECT NO. 193805540

SUMMARY

1	Original Contract Amount		\$ 154,937.29
2	Change Order - Addition	\$ 0.00	
3	Change Order - Deduction	\$ 0.00	
4	Revised Contract Amount		\$ 154,937.29
5	Value Completed to Date		\$ 140,609.87
6	Material on Hand		\$ 0.00
7	Amount Earned		\$ 140,609.87
8	Less Retainage 5%		\$ 7,030.49
9	Subtotal		\$ 133,579.38
10	Less Amount Paid Previously		\$ 0.00
11	Liquidated damages -		\$ 0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. 1		\$ 133,579.38

Recommended for Approval by:  
**STANTEC**

*Phil Gravel*

8/25/2025

Approved by Contractor:  
**NORTH VALLEY, INC.**

Approved by e-mail

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	JMP SU	1	3198.92	1	1	\$3,198.92
2	TRAFFIC CONTROL	JMP SU	1	2060.32	1	1	\$2,060.32
3	SAWING CONCRETE PAVEMENT (FULL DEPTH)	EACH	30	21.69	32	32	\$694.08
4	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	2350	2.06	1053	1053	\$2,169.18
5	REMOVE CURB & GUTTER	LIN FT	400	8.79	268	268	\$2,355.72
6	REMOVE CONCRETE VALLEY GUTTER	SQ FT	96	5.42	255	255	\$1,382.10
7	REMOVE BITUMINOUS PAVEMENT	SQ FT	1250	1.25	1524	1524	\$1,905.00
8	BITUMINOUS PATCH SPECIAL 3-INCH	SQ FT	1250	3.16	1524	1524	\$4,815.84
9	MILL BITUMINOUS SURFACE (2.0 INCHES)	SQ YD	8200	1.71	8132	8132	\$13,905.72
10	BITUMINOUS MATERIAL FOR TACK COAT	GAL	515	3.25	525	525	\$1,706.25
11	TYPE SP 9.5 WEARING COURSE MIX (3.C)	TON	990	96.74	844.06	844.06	\$81,654.36
12	ADJUST VALVE BOX (WITH NEW TOP SECTION)	EACH	8	389.86	11	11	\$4,288.46
13	ADJUST FRAME & RING CASTING	EACH	2	813.29	2	2	\$1,626.58
14	MILL AROUND FRAME & RING CASTING	EACH	6	27.11	6	6	\$162.66
15	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	400	32.53	268	268	\$8,718.04
16	7-INCH CONCRETE VALLEY GUTTER	SQ FT	96	16.27	255	255	\$4,148.85
17	EROSION CONTROL	JMP SU	1	1518.13	1	1	\$1,518.13
18	PERMANENT RESTORATION (SEEDING)	SQ YD	100	21.69			\$0.00
19	GROUT RINGS	EACH	6	405.36	6	6	\$2,432.16
20	GLUE IN RINGS	EACH	6	311.25	6	6	\$1,867.50
	TOTAL BASE BID						\$140,609.87
TOTAL BASE BID							\$140,609.87
<b>WORK COMPLETED TO DATE:</b>							<b>\$140,609.87</b>



**PROJECT PAYMENT STATUS**

OWNER CITY OF SPRING LAKE PARK  
STANTEC PROJECT NO. 193805540  
CONTRACTOR NORTH VALLEY, INC.

**CHANGE ORDERS**

No.	Date	Description	Amount
Total Change Orders			

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1	08/01/2025	08/25/2025	133,579.38	7,030.49	140,609.87

**Material on Hand**

Total Payment to Date		\$133,579.38	Original Contract	\$154,937.29
Retainage Pay No. 1		7,030.49	Change Orders	
Total Amount Earned		\$140,609.87	Revised Contract	\$154,937.29



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

August 25, 2025

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

Re: 2024 Sanburnol Drive, Elm Drive and 83rd Avenue Improvements Project  
Project No. 193806347  
**Contractor's Request for Payment No. 7-FINAL**

Dear Dan:

Attached for city approval is Contractor's Request for Payment No. 7-FINAL for the 2024 Street Project. The prime Contractor on this project was North Valley Inc.

This request includes releasing the project retainage that was held until the seeding work was acceptable. In approving this payment, the city is accepting the project as complete (subject to the contract warranty conditions)

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to North Valley Inc. in the amount of \$29,128.36.**

Attached to the payment request are consent of surety, proof of tax withholding, and lien waiver forms – your auditors will want to see these documents. Please execute the payment request document. Keep one copy for your records, forward a copy to North Valley Inc., and return one copy to me.

Feel free to contact Zach Naslund or me if you have any questions.

Regards,  
**STANTEC**

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

Phil Gravel  
City Engineer

Enclosures

cc: Matt Echols, North Valley Inc.  
Geroge Linnngren, Public Works Director



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

Page 1 of 4  
Client Project Number:  
Payment Number: 7 / FINAL

**Contract Number:** 193806347  
**Pay Request Number:** 7 / FINAL  
**2024 85TH AVENUE/SANBURNOL DRIVE, ELM DRIVE, AND 83RD AVENUE IMPROVEMENTS**

State Aid Project Numbers
105-115-007, 106-129-002, 183-103-001, 183-104-001, 183-107-002

<b>Contractor:</b> North Valley, Inc. 20015 Iguana St NW Nowthen, MN 55330	<b>Up To Date:</b> 06/18/2025
--	-------------------------------

Contract Amount		Funds Encumbered	
Original Contract	\$1,048,488.45	Original	\$1,048,488.45
Contract Changes	\$45,508.60	Additional	N/A
Revised Contract	\$1,093,997.05	Total	\$1,048,488.45

Work Certified To Date	
Base Bid Items	\$1,119,625.68
Contract Changes	\$45,508.60
Material On Hand	\$0.00
Total	\$1,165,134.28

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$1,165,134.28	\$0.00	\$1,136,005.92	<b>\$29,128.36</b>	\$1,165,134.28
Percent: Retained: 0%			Percent Complete: 106.1%		

I hereby certify that all items and amounts shown are correct for the work completed to date.

Contractor: North Valley, Inc.

Approved by:

Date: June 26, 2025

Leslie A. Bloom

The Work on this project and application has been reviewed and the amount shown is recommended for payment.

Stantec Engineer: Phil Gravel, PE

Approved by:

Date: July 18, 2025

Approved for Payment by Owner: City of Spring Lake Park

Approved by:

Date:



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

Page 2 of 4  
Client Project Number:  
Payment Number: 7 / FINAL

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-06-25	\$254,787.33	\$12,739.37	\$242,047.96
2	2024-07-01	\$514,651.39	\$25,732.57	\$488,918.82
3	2024-08-01	\$8,085.86	\$404.29	\$7,681.57
4	2024-10-01	\$263,197.23	\$13,159.86	\$250,037.37
5	2024-11-07	\$73,544.67	\$3,677.23	\$69,867.44
6	2025-01-06	\$50,867.80	(\$26,584.96)	\$77,452.76
7 / FINAL	2025-06-18	\$0.00	(\$29,128.36)	\$29,128.36

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
1	2021.501	MOBILIZATION	LUMP SUM	\$39,120.85	1	0	\$0.00	1	\$39,120.85
2	2104.502	REMOVE CASTING	EACH	\$212.90	2	0	\$0.00	5	\$1,064.50
3	2104.502	REMOVE DRAINAGE STRUCTURE	EACH	\$632.93	6	0	\$0.00	6	\$3,797.58
4	2104.502	SALVAGE SIGN TYPE C	EACH	\$43.05	1	0	\$0.00	1	\$43.05
5	2104.502	SALVAGE SIGN TYPE SPECIAL	EACH	\$64.57	3	0	\$0.00	3	\$193.71
6	2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	\$8.61	108	0	\$0.00	105	\$904.05
7	2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	\$4.84	745	0	\$0.00	1505.79	\$7,288.02
8	2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	\$17.84	54	0	\$0.00	104	\$1,855.36
9	2104.503	REMOVE CURB & GUTTER	LIN FT	\$9.15	620	0	\$0.00	1642	\$15,024.30
10	2104.518	REMOVE BITUMINOUS WALK	SQ FT	\$3.93	71	0	\$0.00	71	\$279.03
11	2104.518	REMOVE CONCRETE SIDEWALK	SQ FT	\$4.31	2877	0	\$0.00	3486	\$15,024.66
12	2104.518	REMOVE BITUMINOUS PAVEMENT	SQ FT	\$2.53	991	0	\$0.00	5576.5	\$14,108.55
13	2104.618	REMOVE CONCRETE VALLEY GUTTER	SQ FT	\$15.07	736	0	\$0.00	913.88	\$13,772.17
14	2106.507	EXCAVATION - COMMON (P)	CU YD	\$24.79	2505	0	\$0.00	2505	\$62,098.95
15	2106.507	EXCAVATION - SUBGRADE	CU YD	\$19.37	222	0	\$0.00	59	\$1,142.83
16	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CU YD	\$8.61	222	0	\$0.00	10	\$86.10
17	2211.507	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	\$12.31	3559	0	\$0.00	3559	\$43,811.29
18	2215.504	FULL DEPTH RECLAMATION (P)	SQ YD	\$4.41	12988	0	\$0.00	12988	\$57,277.08
19	2231.618	BITUMINOUS PATCH SPECIAL	SQ FT	\$6.19	1474	0	\$0.00	3042.5	\$18,833.08



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

Page 3 of 4  
Client Project Number:  
Payment Number: 7 / FINAL

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
20	2232.504	MILL BITUMINOUS SURFACE (2.5")	SQ YD	\$1.72	3900	0	\$0.00	3900	\$6,708.00
21	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,C)	TON	\$95.56	1924	0	\$0.00	1743.96	\$166,652.82
22	2360.509	TYPE SP 12.5 WEARING COURSE MIX (3,C)	TON	\$89.31	1743	0	\$0.00	1587.51	\$141,780.52
23	2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (3,C)	TON	\$87.98	1743	0	\$0.00	1667.01	\$146,663.54
24	2503.503	12" RC PIPE SEWER DES 3006 CL V	LIN FT	\$60.42	819	0	\$0.00	825	\$49,846.50
25	2503.503	15" RC PIPE SEWER DES 3006 CL V	LIN FT	\$67.90	8	0	\$0.00	23	\$1,561.70
26	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	\$1,122.01	7	0	\$0.00	8	\$8,976.08
27	2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	\$1,588.07	1	0	\$0.00	1	\$1,588.07
28	2504.602	ADJUST VALVE BOX	EACH	\$541.36	10	0	\$0.00	14	\$7,579.04
29	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPECIAL	EACH	\$2,054.14	8	0	\$0.00	8	\$16,433.12
30	2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC 1	EACH	\$2,399.37	10	0	\$0.00	11	\$26,393.07
31	2506.502	CASTING ASSEMBLY	EACH	\$1,076.27	20	0	\$0.00	27	\$29,059.29
32	2506.502	ADJUST FRAME & RING CASTING	EACH	\$1,178.51	25	0	\$0.00	25	\$29,462.75
33	2506.602	CORE DRILLED HOLE	EACH	\$2,134.69	1	0	\$0.00	1	\$2,134.69
34	2521.518	4" CONCRETE WALK	SQ FT	\$7.00	2878	0	\$0.00	4040.39	\$28,282.73
35	2521.518	6" CONCRETE WALK	SQ FT	\$16.14	1258	0	\$0.00	1308	\$21,111.12
36	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$37.13	620	0	\$0.00	1642	\$60,967.46
37	2531.604	7" CONCRETE VALLEY GUTTER	SQ YD	\$87.18	99	0	\$0.00	106.95	\$9,323.90
38	2531.618	TRUNCATED DOMES	SQ FT	\$75.34	183	0	\$0.00	188.6	\$14,209.12
39	2563.601	TRAFFIC CONTROL	LUMP SUM	\$10,224.55	1	0	\$0.00	1	\$10,224.55
40	2564.502	INSTALL SIGN TYPE C	EACH	\$215.25	1	0	\$0.00	1	\$215.25
41	2564.602	INSTALL SIGN TYPE SPECIAL	EACH	\$457.41	3	0	\$0.00	3	\$1,372.23
42	2573.601	EROSION CONTROL	LUMP SUM	\$10,277.29	1	0	\$0.00	1	\$10,277.29



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

Page 4 of 4  
Client Project Number:  
Payment Number: 7 / FINAL

Contract Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
43	2575.604	PERMANENT RESTORATION	SQ YD	\$13.43	713	0	\$0.00	1413.82	\$18,987.60
44	2582.503	4" SOLID LINE MULTI COMP	LIN FT	\$0.59	547	0	\$0.00	518	\$305.62
45	2582.503	24" SOLID LINE MULTI COMP	LIN FT	\$11.83	298	0	\$0.00	312	\$3,690.96
46	2582.503	4" DBLE SOLID LINE MULTI COMP	LIN FT	\$1.18	4622	0	\$0.00	4545	\$5,363.10
47	2582.518	CROSSWALK MULTI COMP	SQ FT	\$5.84	696	0	\$0.00	810	\$4,730.40
Base Bid Totals:						\$0.00		\$1,119,625.68	

Project Category Totals		
Category	Amount This Request	Amount To Date
Base Bid	\$0.00	\$1,119,625.68

Contract Change Item Status									
CC	Line	Item	Unit	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
CHANGE ORDER NO. 1	48	Storm sewer changes due to CenterPoint Energy gas line and a North court Commons Mall storm sewer line.	LUMP SUM	\$10,299.59	1	0	\$0.00	1	\$10,299.59
	49	Paving changes due to CenterPoint Energy gas line.	LUMP SUM	\$17,935.26	1	0	\$0.00	1	\$17,935.26
	50	Additional bituminous reclamation on University Service Drive.	LUMP SUM	\$3,391.29	1	0	\$0.00	1	\$3,391.29
	51	Irrigation system repairs and additional concrete cutting for curb replacement 85th Avenue.	LUMP SUM	\$2,477.00	1	0	\$0.00	1	\$2,477.00
	52	Bituminous density incentive compensation.	LUMP SUM	\$11,405.46	1	0	\$0.00	1	\$11,405.46
Contract Change Totals:							\$0.00		\$45,508.60

Less 0% retainage, amount due this request is **\$29,128.36**

**Bond No. 54-258716**

**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**  
AIA DOCUMENT G707

Owner  
Architect  
Contractor  
Surety  
Other

**PROJECT: 2024 SLP 85th Avenue/Sanburnol Drive, Elm Drive and 83rd Avenue Improvements**  
(name, address) **Project, Stantec Project No. 19380634**

**TO: (Owner)**

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

**ARCHITECT'S PROJECT NO:**

**CONTRACT FOR: Construction**

**CONTRACT DATE: March 18th, 2024**

**CONTRACTOR:**

**North Valley, Inc.  
20015 Iguana Street NW  
Nowthen, MN 55330**

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
**United Fire & Casualty Company**  
**118 Second Ave SE**  
**Cedar Rapids, Iowa 52407**

**,SURETY COMPANY**

on bond of (here insert name and address of Contractor)  
**North Valley, Inc.**  
**20015 Iguana Street NW**  
**Nowthen, Minnesota 55330**

**,CONTRACTOR,**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

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

**,OWNER,**

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this

**25th**

day of

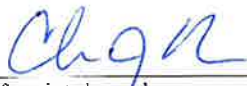
**June,**

**2025**

Surety Company  
**United Fire & Casualty Company**

  
Signature of Authorized Representative

Attest:  
(Seal):



**Melissa M. Nordin - Attorney-In-Fact**  
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF  
DEBTS AND CLAIMS, Current Edition



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY  
(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

MARILYN HENTGES, KATIE RANDOLPH, KELLY PRESTON, JANE THOMPSON, BARB MICHAELS, LINDA JACKSON, ALAN STARKS, JEFFREY SETTEM, MELISSA M NORDIN, NAME ALEMDAR, TYLER GERADS, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
Notary Public  
My commission expires: 10/26/2025

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations  
this 25th day of June, 2025.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC





## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-429-842-912
Submitted Date and Time:	24-Jun-2025 2:58:04 PM
Legal Name:	NORTH VALLEY INC
Federal Employer ID:	41-1906523
User Who Submitted:	northva
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

<b>Affidavit Number:</b>	<b>965554176</b>
Minnesota ID:	3744649
Project Owner:	CITY OF SPRING LAKE PARK
Project Number:	183-103-001
Project Begin Date:	10-Jun-2024
Project End Date:	16-Sep-2024
Project Location:	85TH AVE/SANBURNOL/ELM DR/83RD-SPRING LAKE PARK
Project Amount:	\$1,165,134.28

### Subcontractor Summary

Name	ID	Affidavit Number
WARNING LITES OF MINNESOTA	3086922	1186476032
MID STATE RECLAMATION INC	1719563	288501760
ZAK INDUSTRIES INC	9254906	556937216
MOTIV EXCAVATING AND SITE WORKS LLC	6515686	1534472192
FRENCH LAKE CURB CO	3825384	1991913472

### 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 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-153-114-848
Submitted Date and Time:	7-Feb-2025 9:37:20 AM
Legal Name:	WARNING LITES OF MINNESOTA INC
Federal Employer ID:	36-4762529
User Who Submitted:	kwilliams07
Type of Request Submitted:	Contractor Affidavit

## Affidavit Summary

<b>Affidavit Number:</b>	<b>1186476032</b>
Minnesota ID:	3086922
Project Owner:	CITY OF SPRING LAKE PARK
Project Number:	SAP 183-103-001
Project Begin Date:	01-Jun-2024
Project End Date:	01-Dec-2024
Project Location:	85TH AVE/SANBURNOL/ELM DR/83RD
Project Amount:	\$23,749.74
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 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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

## Paula Carlson

---

**From:** MN Revenue e-Services <eservices.mdor@state.mn.us>  
**Sent:** Thursday, January 30, 2025 8:43 AM  
**To:** Julia Ohmann  
**Subject:** Your Recent Contractor Affidavit Request

**Caution:** This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department

This email is an automated notification and is unable to receive replies.

## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-961-296-608
Submitted Date and Time:	30-Jan-2025 8:42:53 AM
Legal Name:	MID STATE RECLAMATION INC
Federal Employer ID:	39-1727526
User Who Submitted:	Juliao
Type of Request Submitted:	Contractor Affidavit

## Affidavit Summary

<b>Affidavit Number:</b>	<b>288501760</b>
Minnesota ID:	1719563
Project Owner:	CITY OF SPRING LAKE PARK
Project Number:	SAP 183-103-001
Project Begin Date:	10-Jun-2024
Project End Date:	10-Jun-2024
Project Location:	SPRING LAKE PARK, MN
Project Amount:	\$7,234.24
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 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

## How to View and Print this Request

You can see copies of your requests by going into your History.

This message and any attachments are solely for the intended recipient and may contain nonpublic / private data. If you are not the intended recipient, any disclosure, copying, use, or distribution of the information included in this message and any attachments is prohibited. If you have received this communication in error, please notify us and immediately and permanently delete this message and any attachments. Thank you.



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	1-844-462-304
Submitted Date and Time:	29-Jan-2025 7:26:50 AM
Legal Name:	ZAK INDUSTRIES INC
Federal Employer ID:	26-1605885
User Who Submitted:	zi3834
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	556937216
Minnesota ID:	9254906
Project Owner:	CITY OF SPRING LAKE PARK
Project Number:	24803
Project Begin Date:	01-Jun-2024
Project End Date:	08-Oct-2024
Project Location:	SPRING LAKE PARK
Project Amount:	\$8,024.87
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 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



#### Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

##### Confirmation Summary

Confirmation Number:	0-468-500-640
Submitted Date and Time:	26-Jan-2025 4:32:01 PM
Legal Name:	MOTIV EXCAVATING AND SITE WORKS LLC
Federal Employer ID:	84-3888522
User Who Submitted:	Motiv400!
Type of Request Submitted:	Contractor Affidavit

##### Affidavit Summary

Affidavit Number:	1634472192
Minnesota ID:	6515646
Project Owner:	CITY OF SPRING LAKE PARK
Project Number:	NVALLEY#24603
Project Begin Date:	10-Jun-2024
Project End Date:	31-Oct-2024
Project Location:	SPRING LAKE PARK, MN
Project Amount:	\$153,821.40
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 651-282-8998, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

Confirmation Number:	0-833-495-776
Submitted Date and Time:	29-Jan-2025 3:23:04 PM
Legal Name:	FRENCH LAKE CURB CO
Federal Employer ID:	41-1913224
User Who Submitted:	djohns
Type of Request Submitted:	Contractor Affidavit

### Affidavit Summary

Affidavit Number:	1991913472
Minnesota ID:	3825384
Project Owner:	SPRING LAKE PARK
Project Number:	2024.27
Project Begin Date:	01-May-2024
Project End Date:	15-Nov-2024
Project Location:	SPRING LAKE PARK
Project Amount:	\$124,396.49
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 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

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



20015 Iguana Street NW  
Nowthen, MN 55330

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: January 28, 2025

The undersigned hereby acknowledges receipt in the sum of \$ 21,363.47

### CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 2,386.27 retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

85th Ave/Sanburnol Dr./83rd Ave  
Spring Lake Park

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Warning Lites of Minnesota

By Keyana L. Williams

Accounts Payable Administrator

4700 Lyndale Ave N <sup>(Title)</sup>

Mpls, MN 55430 <sup>(Address)</sup>



20015 Iguana Street NW  
Nowthen, MN 55330

# RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: January 28, 2025

The undersigned hereby acknowledges receipt in the sum of \$ 6,872.53

## CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 361.71 retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

85th Ave/Sanburnol Dr./83rd Ave  
Spring Lake Park

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

MidState Reclamation & Trucking

By

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

21955 Grenada Ave

Lakeville, MN 55044





20015 Iguana Street NW  
Nowthen, MN 55330

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: January 28, 2025

The undersigned hereby acknowledges receipt in the sum of \$ 5,728.38

### CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 2,296.49 retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

85th Ave/Sanburnol Dr./83rd Ave  
Spring Lake Park

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Erosion Works, Inc.

By 

8177 199th Ave NW<sup>(Title)</sup>

Nowthen, MN 55330<sup>(Address)</sup>



20015 Iguana Street NW  
Nowthen, MN 55330

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: January 28, 2025

The undersigned hereby acknowledges receipt in the sum of \$ 143,187.32

### CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 10,634.08 retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

85th Ave/Sanburnol Dr./83rd Ave  
Spring Lake Park

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

Motiv Excavating & Site Works

By

President

(Title)

14529 83rd St. SE

(Address)

Becker, MN 55308



20015 Iguana Street NW  
Nowthen, MN 55330

## RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Dated: January 28, 2025

The undersigned hereby acknowledges receipt in the sum of \$ 118,176.66

### CHECK ONLY ONE

- 1) ☐ as partial payment for labor, skill and material furnished
- 2) ☒ as payment for all labor, skill and material furnished or to be furnished (except the sum of \$ 6,219.83 retainage or holdback)
- 3) ☐ as full and final payment for all labor, skill and material furnished or to be furnished

to the following described real property: (legal description, street address or project name)

85th Ave/Sanburnol Dr./83rd Ave  
Spring Lake Park

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill or material furnished to said real property only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

NOTE: If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

French Lake Curb Co.

By

PO Box 127

Kimball, MN 55353

(Title)

(Address)

Affirmative Action / Equal Opportunity Employer



# Memorandum

---

**To:** Mayor Nelson and Members of the City Council  
**Cc:** Daniel Buchholtz, MMC, Administrator, Clerk/Treasurer  
**From:** Haley Morrison, Accounting Clerk/Special Projects Coordinator  
**Date:** August 26, 2025  
**Subject:** Anoka County Agreement for Residential Recycling Program 2026 – Select Committee on Recycling and Environment (SCORE)

Attached is a copy of the 2026 Residential Recycling Agreement. The agreement must be signed and returned to Anoka County by November 16, 2025, in order to receive the funding for 2026. The 2026 Municipal Reimbursement Funding Allocation allows us to receive reimbursement for eligible expenses, less revenues or other reimbursements received, for eligible activities to the project maximum, which shall not exceed \$60,867.00.

Base Funding Allocation (Includes Labor & Staffing):	\$22,567.00
Drop-Off Grant:	\$12,000.00
General Enhancement Grant:	\$ 4,000.00
Organics Grant:	\$ 2,300.00
Additional Grant:	<u>\$20,000.00</u>
Total Contract Award:	\$60,867.00

I recommend approval of the agreement.

Attachment.

## **2026 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM**

**THIS AGREEMENT** made and entered into on the 1st day of January 2026, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF SPRING LAKE PARK, hereinafter referred to as the "MUNICIPALITY".

### **WITNESSETH:**

**WHEREAS**, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557, the Select Committee on Recycling and the Environment (hereinafter "SCORE funds") during 2026 which must be used to encourage and improve recycling and a portion must be specifically directed to recycling source-separated compostable materials; and

**WHEREAS**, the County will also receive funding pursuant to Minn. Stat. § 473.8441, Local Recycling Development Grants (hereinafter "LRDG funds") during 2026; and

**WHEREAS**, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,639,033.00; and

**WHEREAS**, the current County Solid Waste Management Plan (SWMP) and the Minnesota Pollution Control Agency (hereinafter "MPCA") Metropolitan Solid Waste Management Policy Plan 2016-2036 state that MSW generated in the County that is not reused, recycled, or composted, will be processed to the extent that processing capacity is available; and

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

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

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

1. **PURPOSE AND CONTRACT DOCUMENTS.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the current Anoka County Solid Waste Management Plan. The County and the Municipality agree that the information provided in the recitals above is to be incorporated into the purpose of this agreement.

The Anoka County Municipal Waste Abatement Grant Program (hereinafter "Grant Program") Contract Documents include: the **Anoka County Municipal Waste**

**Abatement Grant Funding Application** submitted by the Municipality for the current contract year, and this Agreement for Residential Recycling Program and attachments issued by Anoka County for the current contract year. These documents are incorporated into this agreement by reference and are components of the entire contract package. The order of precedence of these documents in the event of inconsistency or ambiguity shall be resolved in the following order: 1) this **Agreement for Residential Recycling Program**; and 2) **Anoka County Municipal Waste Abatement Grant Funding Application**.

2. **TERM.** The term of this Agreement is from January 1, 2026, through December 31, 2026, unless earlier terminated as provided herein.
3. **DEFINITIONS.** Defined terms contained in this Agreement and all the attachments are found in Minn. Stat. § 115A.03; 115A.471; and 115A.552. The use of capitalization for defined terms has no special effect. Additionally:
  - a. “Full-Service Recycling Drop-off Center” means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, furniture, source-separated compostable materials, electronics, etc.
  - b. “Multi-family dwellings” means households within apartment complexes, condominiums, townhomes, mobile homes, and senior housing complexes.
  - c. “Community Partner” means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by a municipality or an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
4. **ELIGIBILITY FOR FUNDS.** Per Minn. Stat. § 115A.557, Subd. 1, funding eligibility is based primarily on population, with a minimum funding floor. For 2026, the County has determined that funding will be determined by the Grant Program funding application. The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum, which shall not exceed \$60,867.00. The Municipality shall be provided documentation of the funding award determination and rationale as indicated by the approved 2026 Grant Program Funding Application.

The County reserves the right to assess reimbursement reporting status for each municipality mid-year and recommend funding adjustments as determined by the County Program Specialist managing the Grant Program.

The County also reserves the right to withdraw reimbursement of approved expenses if the requirements noted in section 6. of this contract are not met.

**The County also reserves the ability to assess the programs and reallocate unused SCORE and/or, LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.**

5. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 736 tons of recyclable and source-separated compostable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling or composting.
- a. The Municipal recycling program shall include the following components:
    - i. Per Minn. Stat. § 115A.552, each household (including both single and Multi-family dwellings) in the Municipality shall have the Opportunity to Recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, and metal.
    - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
    - iii. The Municipality shall implement a public information program that contains at least one of the following components:
      - (1) One promotional mailing to each household focused exclusively on the Municipality's recycling and source-separated compostable materials program;
      - (2) One promotional advertisement detailing recycling and source-separated compostable materials opportunities available for residents included in the Municipality's newsletter or local newspaper; or
      - (3) Two community outreach activities at Municipal or Community Partner events to inform residents about recycling and source-separated compostable materials opportunities.
    - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle and compost source-separated compostable materials within the Municipality. The Municipality shall incorporate County/regional/State campaigns and images and use the toolkits provided by the County when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages. The Municipality shall provide promotional materials to the County for review prior to publication to ensure accuracy.
    - v. The Municipality shall offer a minimum of one spring or fall recycling drop-off event where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described below, the spring/fall recycling drop-off events may be included within that program.
  - b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.

- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
- ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Community Partner events and festivals as required by Minn. Stat. § 115A.151. The feasibility of adding source-separated compostable material collection at the event will be explored, and if feasible, implemented as an enhancement to the waste abatement program.
- iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Community Partner facilities as required by Minn. Stat. § 115A.151 such as athletic fields and public centers.
- iv. Organize and manage a Full-Service Recycling Drop-off Center.
- v. Implement enhanced recycling promotion and assistance for Multi-family dwellings.
- vi. Develop additional opportunities for source-separated compostable materials collection.
- vii. Develop and implement additional opportunities to recycle bulky and problem materials (e.g., appliances, batteries, electronics, fluorescent lamps, mattresses, oil, scrap metal, etc.) from residents on an on-going basis either curbside or at a drop-off.
- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
- d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
- e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151.
- f. If the Municipality requests reimbursement for park/public entity recycling/organics/trash waste systems/containers, the Municipality needs to work with the County before an order is placed to make sure the containers are consistent with the requirements set forth by the County for colors e.g. (blue for recycling, green for organics and gray or black for trash), openings and labels.



- g. Pursuant to Minn. Stat. §§ 115A. 46, 115A.471 and 473.848, all waste generated by municipal government activities (including city/town halls, public works and public safety buildings, parks, and libraries, and for municipalities that arrange for waste services on behalf of their residents (organized collection)) shall be delivered to a waste processing plant for disposal as long as capacity is available. Failure to comply with this provision shall constitute a breach of this Agreement resulting in the loss of all Grant Funding unless, pursuant to statute, the Municipality has conferred with the County and developed a plan to comply within a reasonable period of time.
6. **REPORTING.** The Municipality shall submit the following forms via Re-TRAC: application, reimbursement, and tonnage report forms to the County on the schedule noted below:
- a. June 1, 2026 – Deadline for submitting via Re-TRAC the 2027 Anoka County Municipal Waste Abatement Grant Funding Application and all required attachments
- b. July 15, 2026 – Deadline for submitting via Re-TRAC the 2026 January – June Anoka County Municipal Reimbursement Report Form and all required attachments
- c. July 31, 2026 – Deadline for submitting via Re-TRAC the 2026 January – June Anoka County Municipal Tonnage Report Form and all required attachments
- d. November 16, 2026 – Deadline for submitting via DocuSign the signed 2027 Agreement for Residential Recycling Program
- e. January 8, 2027 – Deadline for submitting via Re-TRAC the 2026 July – December Anoka County Municipal Reimbursement Report Form and all required attachments
- f. January 29, 2027 – Deadline for submitting via Re-TRAC the 2026 July – December Anoka County Municipal Tonnage Report Form and all required attachments
- g. For the Anoka County **Municipal Waste Abatement Grant Funding Application, using set categories in Re-TRAC**, the:
- Municipality is required to follow application instructions
  - Municipality must refer to list of eligible expenses when completing the application
  - Municipality is required to upload in Re-TRAC a complete and accurate 2026 Staffing Metric and Drop-off Calculator
  - Municipality is required to upload in Re-TRAC a complete and accurate .pdf file of up-to-date promotions listing collection opportunities at curbside, permanent drop-off centers or other special events
- h. For the Anoka County **Municipal Reimbursement Report Form, using set categories in Re-TRAC**, the:
- Municipality is required to follow reimbursement form instructions

- Municipality must refer to list of eligible expenses when completing the reimbursement form
  - If the Municipality is being audited, the Municipality must provide a full accounting of the expenses incurred that have been approved in the 2026 Municipal Waste Abatement Grant Funding Application
  - Municipality is required to upload in Re-TRAC a complete and accurate Reimbursement Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Reimbursement Report Form
  - Information regarding any revenue received from sources other than the County, for the Municipality's recycling and source-separated organics programs, i.e., revenue taken in from the sale of recyclables and fees collected from residents, shall be reported
  - Copies of all promotional materials that have been prepared by the Municipality during each reporting period shall be uploaded in the Re-TRAC Reimbursement Report Form
- i. For the **Municipal Tonnage Report Form**, using **set categories in Re-TRAC**, the:
- Municipality is required to follow tonnage report form instructions
  - Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement
  - When calculating all tonnage categories, weight slips from haulers and end markets are required. If weight slips cannot be obtained, written documentation of the quantity and type of material being reused, recycled, or composted must be provided
  - Using quantity and type of material, the Municipality shall use the conversion factors provided by the County to determine the tonnage
  - If County conversion factors do not apply to any given materials, a description of the methodology used for calculations must be provided to the County
  - If the Municipality is being audited, the Municipality must provide a full accounting of the amount of waste which has been reused, recycled, and composted due to the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers
  - Municipality is required to upload in Re-TRAC a complete and accurate Tonnage Worksheet which matches the amounts entered in the associated sections in the Re-TRAC Tonnage Report Form
  - For waste abatement programs run by other persons or entities, the Municipality shall provide documentation of materials recycled by the Municipality's residents through these other programs
- j. The Municipality agrees to support County efforts in obtaining hauler reports by ensuring compliance through ordinance, contract or license requirements and the ability to exercise punitive actions, if needed.
- k. The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

7. **REIMBURSEMENT PAYMENT PROCEDURE.** Approved grant reimbursement payments shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners. Payments will not be made until the set contract deadlines are met.
8. **PUBLICATIONS.** The Municipality shall acknowledge the financial assistance of Anoka County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide to the County copies of all promotional materials funded by this grant.

The County shall provide to the Municipalities printed public information pieces about County programs and topics developed by the Recycling Education Committee (REC). The Municipality shall not modify County provided publications and promotional materials.

Information about all County programs and drop-off sites that a Municipality plans to publish in a Municipal communication, printed, electronic, or on social media platforms shall be provided to the County for review and approved by the County prior to publication. This includes all information related to County waste prevention, reduction, recycling programs, County household hazardous waste operations and the County compost sites.

To ensure content accuracy and message consistency throughout the region, any technical information about waste prevention, reduction, recycling, composting and household hazardous waste should be provided to the County for review, before it is printed, to verify that it is correct information for Anoka County. Information copied from the Internet may not be accurate for the twin cities metro area.

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

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

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

10. **GENERAL PROVISIONS.**

- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state, or local laws, ordinances, rules, regulations, or

standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the current Anoka County Solid Waste Management Master Plan and shall participate in the preparation of the successor Master Plans.

- b. If the Municipality utilizes the services of a subcontractor for purposes of meeting requirements herein, the Municipality shall be responsible for the performance of all such subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
- c. It is understood and agreed that the entire agreement is contained herein, and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
- d. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
- e. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- f. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents, or representatives be considered employees, agents, or representatives of the County for any purpose.
- g. The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.
- h. Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the

Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.

- i. The County reserves the right to withdraw reimbursement of approved expenses if the Municipality does not comply with state law or the County's Solid Waste Ordinance.

- 11. **TERMINATION.** This Agreement may be terminated by mutual written agreement of the parties or by either party, with or without cause, by giving not less than seven (7) days' written notice, delivered by mail or in person to the other party, specifying the date of termination. If this Agreement is terminated, assets acquired in whole or in part with funds provided under this Agreement shall be the property of the Municipality so long as said assets are used by the Municipality for the purpose of a landfill abatement program approved by the County.

***(SIGNATURE PAGE TO FOLLOW)***

**IN WITNESS WHEREOF**, the parties hereunto set their hands.

**CITY OF SPRING LAKE PARK**

**COUNTY OF ANOKA**

By: \_\_\_\_\_  
Bob Nelson  
Mayor

By: \_\_\_\_\_  
Cindy Cesare  
Chief Human Services Officer

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

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

By: \_\_\_\_\_  
Daniel Buchholtz  
City Administrator/City Clerk

By: \_\_\_\_\_  
Jim Dickinson  
County Administrator

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

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

Approved as to form and legality:

Approved as to form and legality:

By: \_\_\_\_\_  
John Thames  
City Attorney

By: \_\_\_\_\_  
Kurt Deile  
Assistant County Attorney

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

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

# **Attachment A**

## **Minnesota Statutes Referenced in Agreement for Residential Recycling Program**

### **Chapter 115A WASTE MANAGEMENT**

#### **Minn. Stat. §115A.03 Definitions**

**Subdivision 1. Applicability.**

For the purposes of this chapter, the terms defined in this section have the meanings given them, unless the context requires otherwise.

**Subd. 2. Agency.**

"Agency" means the Pollution Control Agency.

**Subd. 3.**

[Repealed, [1989 c 335 art 1 s 270](#)]

**Subd. 3a. Arrange for management.**

"Arrange for management" means an activity undertaken by a person that determines the ultimate disposition of solid waste that is under the control of the person, including delivery of the waste to a transfer station for transport to another solid waste management facility. Knowledge of the destination of waste by a generator is by itself insufficient for arranging for management unless the generator knows that the destination is an environmentally inferior facility as defined in this section, has the ability to redirect the waste to an environmentally superior facility and ensure its delivery to that facility, and chooses not to redirect the waste.

**Subd. 4. Cities.**

"Cities" means statutory and home rule charter cities and towns authorized to plan under sections [462.351](#) to [462.364](#).

**Subd. 5. Collection.**

"Collection" means the aggregation of waste from the place at which it is generated and includes all activities up to the time the waste is delivered to a waste facility.

**Subd. 6. Commercial waste facility.**

"Commercial waste facility" means a waste facility established and permitted to sell waste processing or disposal services to generators other than the owner and operator of the facility.

**Subd. 6a. Commissioner.**

"Commissioner" means the commissioner of the Pollution Control Agency.

**Subd. 7. Construction debris.**

"Construction debris" means waste building materials, packaging, and rubble resulting from construction, remodeling, repair, and demolition of buildings and roads.

**Subd. 7a. Containment.**

"Containment" means isolating, controlling, and monitoring waste in a waste facility in order to prevent a release of waste from the facility that would have an adverse impact upon human health and the environment.

**Subd. 8. Development region.**

"Development region" means a region designated pursuant to sections [462.381](#) to [462.397](#).

**Subd. 8a.**

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

**Subd. 9. Disposal or dispose.**

"Disposal" or "dispose" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any waste into or on any land or water so that the waste or any constituent thereof may enter the environment or be emitted into the air, or discharged into any waters, including groundwaters.

**Subd. 10. Disposal facility.**

"Disposal facility" means a waste facility permitted by the agency that is designed or operated for the purpose of disposing of waste on or in the land, together with any appurtenant facilities needed to process waste for disposal or transfer to another waste facility.

**Subd. 10a. Environmentally inferior.**

"Environmentally inferior" means a solid waste management method that is lower on the list of preferred waste management methods in section [115A.02](#) than a solid waste management method chosen by a county or, as applied to a facility, means a waste management facility that utilizes a waste management method that is lower on the list of preferred waste management methods than the waste management method chosen by a county. In addition, as applied to disposal facilities, a facility that does not meet the standards for new facilities in Code of Federal Regulations, title 40, chapters 257 and 258, is environmentally inferior to a facility that does meet these standards.

**Subd. 11. Generation.**

"Generation" means the act or process of producing waste.

**Subd. 12. Generator.**

"Generator" means any person who generates waste.

**Subd. 13. Hazardous waste.**

"Hazardous waste" has the meaning given it in section [116.06, subdivision 11](#).



**Subd. 13a. Industrial waste.**

"Industrial waste" means solid waste resulting from an industrial, manufacturing, service, or commercial activity that is managed as a separate waste stream.

**Subd. 14. Intrinsic hazard.**

"Intrinsic hazard" of a waste means the propensity of the waste to migrate in the environment, and thereby to become exposed to the public, and the significance of the harm or damage likely to result from exposure of natural resources or the public to the waste, as a result of such inherent or induced attributes of the waste as its chemical and physical stability, solubility, bioconcentratability, toxicity, flammability, and corrosivity.

**Subd. 15. Intrinsic suitability.**

(a) "Intrinsic suitability" of a land area or site means that, based on existing data on the inherent and natural attributes, physical features, and location of the land area or site, there is no known reason why the waste facility proposed to be located in the area or site cannot reasonably be expected to qualify for permits in accordance with agency rules. Agency certification of intrinsic suitability shall be based on data submitted to the agency by the proposing entity and data included by the administrative law judge in the record of any public hearing on recommended certification, and applied against criteria in agency rules and any additional criteria developed by the agency in effect at the time the proposing entity submits the site for certification.

(b) In the event that all candidate sites selected by the board before May 3, 1984, are eliminated from further consideration and a new search for candidate sites is commenced, "intrinsic suitability" of a land area or site shall mean that, because of the inherent and natural attributes, physical features, and location of the land area or site, the waste facility proposed to be located in the area or site would not be likely to result in material harm to the public health and safety and natural resources and that therefore the proposed facility can reasonably be expected to qualify for permits in accordance with agency rules.

**Subd. 16.**

[Repealed, [1997 c 7 art 1 s 26](#)]

**Subd. 17. Local government unit.**

"Local government unit" means cities, towns, and counties.

**Subd. 17a. Major appliances.**

"Major appliances" means clothes washers and dryers, dishwashers, hot water heaters, heat pumps, furnaces, garbage disposals, trash compactors, conventional and microwave ovens, ranges and stoves, air conditioners, dehumidifiers, refrigerators, and freezers.

**Subd. 18. Metropolitan area.**

"Metropolitan area" has the meaning given it in section [473.121](#).

**Subd. 19. Metropolitan Council.**

"Metropolitan Council" means the council established in chapter 473.

Subd. 20.

[Repealed, [1994 c 628 art 3 s 209](#)]

Subd. 21. **Mixed municipal solid waste.**

(a) "Mixed municipal solid waste" means garbage, refuse, and other solid waste from residential, commercial, industrial, and community activities that the generator of the waste aggregates for collection, except as provided in paragraph (b).

(b) Mixed municipal solid waste does not include auto hulks, street sweepings, ash, construction debris, mining waste, sludges, tree and agricultural wastes, tires, lead acid batteries, motor and vehicle fluids and filters, and other materials collected, processed, and disposed of as separate waste streams.

Subd. 22. **Natural resources.**

"Natural resources" has the meaning given it in chapter 116B.

Subd. 22a.

[Repealed, [1Sp2005 c 1 art 2 s 162](#)]

Subd. 22b. **Packaging.**

"Packaging" means a container and any appurtenant material that provide a means of transporting, marketing, protecting, or handling a product. "Packaging" includes pallets and packing such as blocking, bracing, cushioning, weatherproofing, strapping, coatings, closures, inks, dyes, pigments, and labels.

Subd. 23. **Person.**

"Person" has the meaning given it in section [116.06](#), but does not include the Pollution Control Agency.

Subd. 24. **Political subdivision.**

"Political subdivision" means any municipal corporation, governmental subdivision of the state, local government unit, special district, or local or regional board, commission, or authority authorized by law to plan or provide for waste management.

Subd. 24a. **Problem material.**

"Problem material" means a material that, when it is processed or disposed of with mixed municipal solid waste, contributes to one or more of the following results:

(1) the release of a hazardous substance, or pollutant or contaminant, as defined in section [115B.02, subdivisions 8, 13, and 15](#);

(2) pollution of water as defined in section [115.01, subdivision 13](#);

(3) air pollution as defined in section [116.06, subdivision 4](#); or

(4) a significant threat to the safe or efficient operation of a solid waste facility.

**Subd. 24b. Postconsumer material.**

"Postconsumer material" means a finished material that would normally be discarded as a solid waste having completed its life cycle as a consumer item.

**Subd. 24d. Prepared sewage sludge.**

"Prepared sewage sludge" means exceptional quality sewage sludge, as defined in Minnesota Rules, part 7041.0100, subpart 20, applied to a lawn or home garden and sold or given away in a bag or other container that:

- (1) meets low limits on metal concentrations;
- (2) has been treated to ensure pathogens, pollutants, and vectors that can transport disease have been carefully managed; and
- (3) is labeled with the nutrient content.'

**Subd. 25. Processing.**

"Processing" means the treatment of waste after collection and before disposal. Processing includes but is not limited to reduction, storage, separation, exchange, resource recovery, physical, chemical, or biological modification, and transfer from one waste facility to another.

**Subd. 25a. Recyclable materials.**

"Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling or composting, including paper, glass, plastics, metals, automobile oil, batteries, source-separated compostable materials, and sole source food waste streams that are managed through biodegradative processes. Refuse-derived fuel or other material that is destroyed by incineration is not a recyclable material.

**Subd. 25b. Recycling.**

"Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

**Subd. 25c. Recycling facility.**

"Recycling facility" means a facility at which materials are prepared for reuse in their original form or for use in manufacturing processes that do not cause the destruction of the materials in a manner that precludes further use.

**Subd. 25d. Refuse-derived fuel.**

"Refuse-derived fuel" means a product resulting from the processing of mixed municipal solid waste in a manner that reduces the quantity of noncombustible material present in the waste, reduces the size of waste components through shredding or other mechanical means, and produces a fuel suitable for combustion in existing or new solid fuel-fired boilers.

**Subd. 26. Regional development commission.**

"Regional development commission" means a commission established pursuant to sections [462.381](#) to [462.397](#).

**Subd. 26a. Resource conservation.**

"Resource conservation" means the reduction in the use of water, energy, and raw materials.

**Subd. 27. Resource recovery.**

"Resource recovery" means the reclamation for sale, use, or reuse of materials, substances, energy, or other products contained within or derived from waste.

**Subd. 28. Resource recovery facility.**

"Resource recovery facility" means a waste facility established and used primarily for resource recovery, including related and appurtenant facilities such as transmission facilities and transfer stations primarily serving the resource recovery facility.

**Subd. 28a. Retrievable storage.**

"Retrievable storage" means a method of disposal whereby wastes are placed in a facility established pursuant to sections [115A.18](#) to [115A.30](#) for an indeterminate period in a manner designed to allow the removal of the waste at a later time.

**Subd. 28b. Sanitary district.**

"Sanitary district" means a sanitary district with the authority to regulate solid waste.

**Subd. 29. Sewage sludge.**

"Sewage sludge" means solid, semisolid, or liquid residue generated during the treatment of domestic sewage in a treatment works. It includes, but is not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment processes and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works. Sewage sludge that is acceptable and beneficial for recycling on land as a soil conditioner and nutrient source is also known as biosolids.

**Subd. 30. Sewage sludge disposal facility.**

"Sewage sludge disposal facility" means property owned or leased by a political subdivision and used for interim or final disposal or land spreading of sewage sludge.

**Subd. 31. Solid waste.**

"Solid waste" has the meaning given it in section [116.06, subdivision 22](#).

**Subd. 32. Solid waste management district or waste district.**

"Solid waste management district" or "waste district" means a geographic area extending into two or more counties in which the management of solid waste is vested in a special district established pursuant to sections [115A.62](#) to [115A.72](#).

Subd. 32a.

MS 1994 [Renumbered subd 32c]

**Subd. 32a. Source-separated compostable materials.**

"Source-separated compostable materials" means materials that:

(1) are separated at the source by waste generators for the purpose of preparing them for use as compost;

(2) are collected separately from mixed municipal solid waste, and are governed by the licensing provisions of section [115A.93](#);

(3) are comprised of food wastes, fish and animal waste, plant materials, diapers, sanitary products, and paper that is not recyclable because the commissioner has determined that no other person is willing to accept the paper for recycling;

(4) are delivered to a facility to undergo controlled microbial degradation to yield a humus-like product meeting the agency's class I or class II, or equivalent, compost standards and where process rejects do not exceed 15 percent by weight of the total material delivered to the facility; and

(5) may be delivered to a transfer station, mixed municipal solid waste processing facility, or recycling facility only for the purposes of composting or transfer to a composting facility, unless the commissioner determines that no other person is willing to accept the materials.

Subd. 32b.

MS 1994 [Renumbered subd 32d]

**Subd. 32b. Source-separated recyclable materials.**

"Source-separated recyclable materials" means recyclable materials, including commingled recyclable materials, that are separated by the generator.

**Subd. 32c. Stabilization.**

"Stabilization" means a chemical or thermal process in which materials or energy are added to waste in order to reduce the possibility of migration of any hazardous constituents of the resulting stabilized waste in preparation for placement of the waste in a stabilization and containment facility.

**Subd. 32d. Stabilization and containment facility.**

"Stabilization and containment facility" means a waste facility that is designed for stabilization and containment of waste, together with other appurtenant facilities needed to process waste for stabilization, containment, or transfer to another facility.

**Subd. 33. Transfer station.**

"Transfer station" means an intermediate waste facility in which waste collected from any source is temporarily deposited to await transportation to another waste facility.

**Subd. 34. Waste.**

"Waste" means solid waste, sewage sludge, and hazardous waste.

**Subd. 35. Waste facility.**

"Waste facility" means all property, real or personal, including negative and positive easements and water and air rights, which is or may be needed or useful for the processing or disposal of waste, except property for the collection of the waste and property used primarily for the manufacture of scrap metal or paper. Waste facility includes but is not limited to transfer stations, processing facilities, and disposal sites and facilities.

**Subd. 36. Waste management.**

"Waste management" means activities which are intended to affect or control the generation of waste and activities which provide for or control the collection, processing and disposal of waste.

**Subd. 36a. Waste management method chosen by a county.**

"Waste management method chosen by a county" means:

- (1) a waste management method that is mandated for waste generated in the county by section [115A.415](#), [473.848](#), [473.849](#), or other state law, or by county ordinance based on the county solid waste management plan developed, adopted, and approved under section [115A.46](#) or [458D.05](#) or the county solid waste management master plan developed, adopted, and approved under section [473.803](#); or
- (2) a waste management facility or facilities, developed under the county solid waste management plan or master plan, to which solid waste generated in a county is directed by an ordinance developed, adopted, and approved under sections [115A.80](#) to [115A.893](#).

**Subd. 36b. Waste reduction or source reduction.**

"Waste reduction" or "source reduction" means an activity that prevents generation of waste or the inclusion of toxic materials in waste, including:

- (1) reusing a product in its original form;
- (2) increasing the life span of a product;
- (3) reducing material or the toxicity of material used in production or packaging; or
- (4) changing procurement, consumption, or waste generation habits to result in smaller quantities or lower toxicity of waste generated.

**Subd. 37. Waste rendered nonhazardous.**

"Waste rendered nonhazardous" means (1) waste excluded from regulation as a hazardous waste under the delisting requirements of United States Code, title 42, section 6921 and any federal and state delisting rules, and (2) other nonhazardous residual waste from the processing of hazardous waste.

**Subd. 38. Yard waste.**

"Yard waste" means garden wastes, leaves, lawn cuttings, weeds, shrub and tree waste, and prunings.

**History:**

[1980 c 564 art 1 s 3](#); [1981 c 352 s 1,2](#); [1983 c 373 s 5,6](#); [1984 c 640 s 32](#); [1984 c 644 s 1,2](#); [1985 c 274 s 1-3](#); [1986 c 425 s 12-17](#); [1987 c 348 s 1,2](#); [1988 c 524 s 1](#); [1988 c 685 s 3,4,21](#); [1989 c 325 s 3](#); [1989 c 335 art 1 s 128,129,269](#); [1Sp1989 c 1 art 18 s 3](#); [art 20 s 1,2](#); [1991 c 303 s 1](#); [1991 c 337 s 6,7,44](#); [1992 c 593 art 1 s 5-7,28](#); [1993 c 249 s](#)

[7,8,61; 1994 c 548 s 1; 1994 c 585 s 3; 1994 c 639 art 5 s 3; 1995 c 220 s 96; 1995 c 247 art 1 s 66; 1996 c 470 s 2-5; 1Sp2005 c 1 art 2 s 161; 2008 c 357 s 32,33; 2011 c 107 s 81; 2014 c 248 s 14; 1Sp2015 c 4 art 4 s 104,105](#)

## **Minn. Stat. § 115A.151 RECYCLING REQUIREMENTS; PUBLIC ENTITIES; COMMERCIAL BUILDINGS; SPORTS FACILITIES.**

(a) A public entity, the owner of a sports facility, and an owner of a commercial building shall:

- (1) ensure that facilities under its control, from which mixed municipal solid waste is collected, also collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic, and metal; and
- (2) transfer all recyclable materials collected to a recycler.

(b) For the purposes of this section:

(1) "public entity" means the state, an office, agency, or institution of the state, the Metropolitan Council, a metropolitan agency, the Metropolitan Mosquito Control Commission, the legislature, the courts, a county, a statutory or home rule charter city, a town, a school district, a special taxing district, or any entity that receives an appropriation from the state for a capital improvement project after August 1, 2002;

(2) "metropolitan agency" and "Metropolitan Council" have the meanings given them in section [473.121](#);

(3) "Metropolitan Mosquito Control Commission" means the commission created in section [473.702](#);

(4) "commercial building" means a building that:

- (i) is located in a metropolitan county, as defined in section [473.121](#);
- (ii) contains a business classified in sectors 42 to 81 under the North American Industrial Classification System; and
- (iii) contracts for four cubic yards or more per week of solid waste collection; and

(5) "sports facility" means a professional or collegiate sports facility at which competitions take place before a public audience.

**History:** [1Sp1989 c 1 art 18 s 9; 1991 c 337 s 12; 1996 c 457 s 10; 2002 c 312 s 2; 2014 c 225 s 4; 2014 c 312 art 13 s 24](#)

## **Minn. Stat. §115A.46 REGIONAL AND LOCAL SOLID WASTE MANAGEMENT PLAN; REQUIREMENTS.**

### **Subdivision 1. General.**

(a) Plans shall address the state policies and purposes expressed in section [115A.02](#) and may not be inconsistent with state law.

(b) Plans for the location, establishment, operation, maintenance, and postclosure use of facilities and facility sites, for ordinances, and for licensing, permit, and enforcement activities shall be consistent with the rules adopted by the agency pursuant to chapter 116.

(c) Plans shall address:

- (1) the resolution of conflicting, duplicative, or overlapping local management efforts;
- (2) the establishment of joint powers management programs or waste management districts where appropriate; and
- (3) other matters as the rules of the agency may require consistent with the purposes of sections [115A.42](#) to [115A.46](#).
- (d) Political subdivisions preparing plans under sections [115A.42](#) to [115A.46](#) shall consult with persons presently providing solid waste collection, processing, and disposal services.
- (e) Plans must be submitted to the commissioner for approval. When a county board is ready to have a final plan approved, the county board shall submit a resolution requesting review and approval by the commissioner. After receiving the resolution, the commissioner shall notify the county within 45 days whether the plan as submitted is complete and, if not complete, the specific items that need to be submitted to make the plan complete. Within 90 days after a complete plan has been submitted, the commissioner shall approve or disapprove the plan. If the plan is disapproved, reasons for the disapproval must be provided.
- (f) After initial approval, each plan must be updated and submitted for approval at least every ten years. The plan must be revised as necessary so that it is not inconsistent with state law.
- (g) Rules that regulate plan content under subdivision 2 must reflect demographic, geographic, regional, and solid waste system differences that exist among the counties.

**Subd. 2. Contents.**

- (a) The plans shall describe existing collection, processing, and disposal systems, including schedules of rates and charges, financing methods, environmental acceptability, and opportunities for improvements in the systems.
- (b) The plans shall include an estimate of the land disposal capacity in acre-feet which will be needed through the year 2000, on the basis of current and projected waste generation practices. In assessing the need for additional capacity for resource recovery or land disposal, the plans shall take into account the characteristics of waste stream components and shall give priority to waste reduction, separation, and recycling.
- (c) The plans shall require the most feasible and prudent reduction of the need for and practice of land disposal of mixed municipal solid waste.
- (d) The plans shall address at least waste reduction, separation, recycling, and other resource recovery options, and shall include specific and quantifiable objectives, immediately and over specified time periods, for reducing the land disposal of mixed municipal solid waste and for the implementation of feasible and prudent reduction, separation, recycling, and other resource recovery options. These objectives shall be consistent with statewide objectives as identified in statute. The plans shall describe methods for identifying the portions of the waste stream such as leaves, grass, clippings, tree and plant residue, and paper for application and mixing into the soil and use in agricultural practices. The plans shall describe specific functions to be performed and activities to be undertaken to achieve the abatement, reduction, separation, recycling, and other resource recovery objectives and shall describe the estimated cost, proposed manner of financing, and timing of the functions and activities. The plans shall describe proposed mechanisms for complying with the recycling requirements of section [115A.551](#), and the household hazardous waste management requirements of section [115A.96, subdivision 6](#).
- (e) The plans shall include a comparison of the costs of the activities to be undertaken, including capital and operating costs, and the effects of the activities on the cost to generators and on persons currently providing solid waste collection, processing, and disposal services. The plans shall include



alternatives which could be used to achieve the abatement objectives if the proposed functions and activities are not established.

(f) The plans shall designate how public education shall be accomplished. The plans shall, to the extent practicable and consistent with the achievement of other public policies and purposes, encourage ownership and operation of solid waste facilities by private industry. For solid waste facilities owned or operated by public agencies or supported primarily by public funds or obligations issued by a public agency, the plans shall include criteria and standards to protect comparable private and public facilities already existing in the area from displacement unless the displacement is required in order to achieve the waste management objectives identified in the plan.

(g) The plans shall establish a siting procedure and development program to assure the orderly location, development, and financing of new or expanded solid waste facilities and services sufficient for a prospective ten-year period, including estimated costs and implementation schedules, proposed procedures for operation and maintenance, estimated annual costs and gross revenues, and proposals for the use of facilities after they are no longer needed or usable.

(h) The plans shall describe existing and proposed county and municipal ordinances and license and permit requirements relating to solid waste management and shall describe existing and proposed regulation and enforcement procedures.

Subd. 3.

[Repealed, [1984 c 644 s 82](#)]

**Subd. 4. Delegating solid waste responsibilities.**

A county or a solid waste management district established under sections [115A.62](#) to [115A.72](#) may not delegate to another governmental unit or other person any portion of its responsibility for solid waste management unless it establishes a funding mechanism to assure the ability of the entity to which it delegates responsibility to adequately carry out the responsibility delegated.

**Subd. 5. Jurisdiction of plan.**

(a) After a county plan has been submitted for approval under subdivision 1, a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not enter into a binding agreement governing a solid waste management activity that is inconsistent with the county plan without the consent of the county.

(b) After a county plan has been approved under subdivision 1, the plan governs all solid waste management in the county and a public entity, as defined in section [16C.073, subdivision 1](#), within the county may not develop or implement a solid waste management activity, other than an activity to reduce waste generation or reuse waste materials, that is inconsistent with the county plan that the county is actively implementing without the consent of the county.

**History:**

[1980 c 564 art 5 s 5](#); [1982 c 569 s 13](#); [1984 c 644 s 32,33](#); [1987 c 404 s 140](#); [1989 c 131 s 3](#); [1989 c 325 s 6](#); [1989 c 335 art 1 s 269](#); [1Sp1989 c 1 art 20 s 3,4](#); [1991 c 337 s 15,16](#); [1995 c 247 art 1 s 8](#); [art 2 s 12](#); [2003 c 13 s 1](#); [1Sp2005 c 1 art 2 s 161](#); [2014 c 196 art 1 s 5](#)

## **Minn. Stat. §115A.471 PUBLIC ENTITIES; MANAGING SOLID WASTE.**

### **Subdivision 1. Definitions.**

(a) Prior to entering into or approving a contract for the management of mixed municipal solid waste which would manage the waste using a waste management practice that is ranked lower on the list of preferred waste management practices in section [115A.02, paragraph \(b\)](#), than the waste management practice selected for such waste in the county plan for the county in which the waste was generated, a public entity must:

- (1) determine the potential liability to the public entity and its taxpayers for managing the waste in this manner;
- (2) develop and implement a plan for managing the potential liability; and
- (3) submit the information from clauses (1) and (2) to the agency.

(b) For the purpose of this subdivision, "public entity" means the state; an office, agency, or institution of the state; the Metropolitan Council; a metropolitan agency; the Metropolitan Mosquito Control District; the legislature; the courts; a county; a statutory or home rule charter city; a town; a school district; another special taxing district; or any other general or special purpose unit of government in the state.

**History:** [1995 c 247 art 1 s 9](#)

## **Minn Stat. §115A.551 RECYCLING.**

### **Subdivision 1. Definitions.**

(a) For the purposes of this section, "recycling" means, in addition to the meaning given in section [115A.03, subdivision 25b](#), yard waste and source-separated compostable materials composting and recycling that occurs through mechanical or hand separation of materials that are then delivered for use in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.

- (b) For the purposes of this section, "total solid waste generation" means the total by weight of:
- (1) materials separated for recycling;
  - (2) materials separated for yard waste and source-separated compostable materials composting;
  - (3) mixed municipal solid waste plus motor and vehicle fluids and filters, tires, lead acid batteries, and major appliances; and
  - (4) residential waste materials that would be mixed municipal solid waste but for the fact that they are not collected as such.

Subd. 2

[Repealed, [2014 c 312 art 13 s 48](#)]

**Subd. 2a. County recycling goals.**

- (a) By December 31, 2030, each county will have as a goal to recycle the following amounts:
- (1) for a county outside of the metropolitan area, 35 percent by weight of total solid waste generation; and
  - (2) for a metropolitan county, 75 percent by weight of total solid waste generation.
- (b) Each county will develop and implement or require political subdivisions within the county to develop and implement programs, practices, or methods designed to meet its recycling goal. Nothing in

this section or in any other law may be construed to prohibit a county from establishing a higher recycling goal.

(c) Any quantified recyclable materials that meet the definition in subdivision 1, paragraph (a), or section [115A.03, subdivision 25a](#), are eligible to be counted toward a county's recycling goal under this subdivision.

**Subd. 3. Interim goals; nonmetropolitan counties.**

The commissioner shall establish interim recycling goals for the nonmetropolitan counties to assist them in meeting the goals established in subdivision 2a.

**Subd. 4. Interim monitoring.**

The commissioner shall monitor the progress of each county toward meeting the recycling goals in subdivision 2a. The commissioner shall report to the senate and house of representatives committees having jurisdiction over environment and natural resources as part of the report required under section [115A.411](#). If the commissioner finds that a county is not progressing toward the goals in subdivision 2a, the commissioner shall negotiate with the county to develop and implement solid waste management techniques designed to assist the county in meeting the goals, such as organized collection, curbside collection of source-separated materials, and volume-based pricing.

**Subd. 5. Failure to meet goal.**

(a) A county failing to meet the interim goals in subdivision 3 shall, as a minimum:

- (1) notify county residents of the failure to achieve the goal and why the goal was not achieved; and
- (2) provide county residents with information on recycling programs offered by the county.

(b) If, based on the recycling monitoring described in subdivision 4, the commissioner finds that a county will be unable to meet the recycling goals established in subdivision 2a, the commissioner shall, after consideration of the reasons for the county's inability to meet the goals, recommend legislation for consideration by the senate and house of representatives committees having jurisdiction over environment and natural resources and environment and natural resources finance to establish mandatory recycling standards and to authorize the commissioner to mandate appropriate solid waste management techniques designed to meet the standards in those counties that are unable to meet the goals.

**Subd. 6. County solid waste plans.**

Each county shall include in its solid waste management plan described in section [115A.46](#), or its solid waste master plan described in section [473.803](#), a recycling implementation strategy for meeting the recycling goal established in subdivision 2a along with mechanisms for providing financial incentives to solid waste generators to reduce the amount of waste generated and to separate recyclable materials from the waste stream.

**Subd. 7. Recycling implementation strategy.**

Each county shall submit to the commissioner for approval the recycling implementation strategy required in subdivision 6. The recycling implementation strategy must be submitted by October 31, 1995, and must:

- (1) be consistent with the approved county solid waste management plan;

- (2) identify the materials that are being and will be recycled in the county to meet the goals under this section and the parties responsible and methods for recycling the material;
- (3) provide a budget to ensure adequate funding for needed county and local programs and demonstrate an ongoing commitment to spending the money on recycling programs; and
- (4) include a schedule for implementing recycling activities needed to meet the goals in subdivision 2a.

**History:**

1Sp1989 c 1 art 18 s 12; 1991 c 337 s 19-21; 1992 c 593 art 1 s 14-16,54; 1993 c 249 s 13,14,61; 1994 c 639 art 5 s 3; 1995 c 247 art 1 s 14-17; art 2 s 15; 1996 c 470 s 27; 1999 c 73 s 4; 1Sp2005 c 1 art 2 s 161; 2012 c 272 s 67,68; 2014 c 312 art 13 s 26,27; 1Sp2015 c 4 art 4 s 108; 2016 c 158 art 1 s 26-28

**Minn. Stat. §115A.552 OPPORTUNITY TO RECYCLE.**

**Subdivision 1. County requirement.**

Counties shall ensure that residents, including residents of single and multifamily dwellings, have an opportunity to recycle. At least one recycling center shall be available in each county. Opportunity to recycle means availability of recycling and curbside pickup or collection centers for recyclable materials at sites that are convenient for persons to use. Counties shall also provide for the recycling of problem materials and major appliances. Counties shall assess the operation of existing and proposed recycling centers and shall give due consideration to those centers in ensuring the opportunity to recycle. To the extent practicable, the costs incurred by a county for collection, storage, transportation, and recycling of major appliances must be collected from persons who discard the major appliances.

**Subd. 2. Recycling opportunities.**

An opportunity to recycle must include:

- (1) a local recycling center in the county and sites for collecting recyclable materials that are located in areas convenient for persons to use them;
- (2) curbside pickup, centralized drop-off, or a local recycling center for at least four broad types of recyclable materials in cities with a population of 5,000 or more persons; and
- (3) monthly pickup of at least four broad types of recyclable materials in cities of the first and second class and cities with 5,000 or more population in the metropolitan area.

**Subd. 3. Recycling information, education, and promotion.**

(a) Each county shall provide information on how, when, and where materials may be recycled, including a promotional program that publishes notices at least once every three months and encourages source separation of residential, commercial, industrial, and institutional materials.

(b) The commissioner shall develop materials for counties to use in providing information on and promotion of recycling.

(c) The commissioner shall provide technical assistance to counties to help counties implement recycling programs.

**Subd. 4 .Nonresidential recycling.**

Each county shall encourage building owners and managers, business owners and managers, and collectors of commercial mixed municipal solid waste to provide appropriate recycling services and opportunities to generators of commercial, industrial, and institutional solid waste in the county.

**History:** [1Sp1989 c 1 art 18 s 13](#); [1991 c 337 s 22-24](#); [1994 c 639 art 5 s 3](#); [1Sp2005 c 1 art 2 s 161](#)

**Minn. Stat. §115A.557 COUNTY WASTE REDUCTION AND RECYCLING FUNDING.**

**Subdivision 1. Distribution; formula.**

Any funds appropriated to the commissioner for the purpose of distribution to counties under this section must be distributed each fiscal year by the commissioner based on population, except a county may not receive less than \$55,000 in a fiscal year. If the amount available for distribution under this section is less or more than the amount available in fiscal year 2001, the minimum county payment under this section is reduced or increased proportionately. For purposes of this subdivision, "population" has the definition given in section [477A.011, subdivision 3](#). A county that participates in a multicounty district that manages solid waste and that has responsibility for recycling programs as authorized in section [115A.552](#), must pass through to the districts funds received by the county in excess of the minimum county payment under this section in proportion to the population of the county served by that district.

**Subd. 2. Permissible expenditures.**

(a) A county receiving money distributed by the commissioner under this section may use the money only for the development and implementation of programs to:

- (1) reduce the amount of solid waste generated;
- (2) recycle the maximum amount of solid waste technically feasible;
- (3) create and support markets for recycled products;
- (4) remove problem materials from the solid waste stream and develop proper disposal options for them;
- (5) inform and educate all sectors of the public about proper solid waste management procedures;
- (6) provide technical assistance to public and private entities to ensure proper solid waste management;
- (7) provide educational, technical, and financial assistance for litter prevention;
- (8) process mixed municipal solid waste generated in the county at a resource recovery facility located in Minnesota;
- (9) compost source-separated compostable materials, including the provision of receptacles for residential composting;
- (10) prevent food waste or collect and transport food donated to humans or to be fed to animals; and
- (11) process source-separated compostable materials that are to be used to produce class I or class II compost, as defined in Minnesota Rules, part [7035.2836](#), after being processed in an anaerobic digester, but not to construct buildings or acquire equipment.

(b) Beginning in fiscal year 2015 and continuing thereafter, of any money distributed by the commissioner under this section to a metropolitan county, as defined in section [473.121, subdivision 4](#), that exceeds the amount the county was eligible to receive under this section in fiscal year 2014: (1) at

least 50 percent must be expended on activities in paragraph (a), clauses (9) to (11); and (2) the remainder must be expended on activities in paragraph (a), clauses (1) to (7) and (9) to (11), that advance the county toward achieving its recycling goal under section [115A.551](#).

**Subd. 3. Eligibility.**

(a) To be eligible to receive money distributed by the commissioner under this section, a county shall within one year of October 4, 1989:

- (1) create a separate account in its general fund to credit the money; and
- (2) set up accounting procedures to ensure that money in the separate account is spent only for the purposes in subdivision 2.

(b) In each following year, each county shall also:

(1) have in place an approved solid waste management plan or master plan including a recycling implementation strategy under section [115A.551, subdivision 7](#), and a household hazardous waste management plan under section [115A.96, subdivision 6](#), by the dates specified in those provisions;

(2) submit a report by April 1 of each year to the commissioner, which may be submitted electronically and must be posted on the agency's website, detailing for the previous calendar year:

(i) how the money was spent including, but not limited to, specific recycling and composting activities undertaken to increase the county's proportion of solid waste recycled in order to achieve its recycling goal established in section [115A.551](#); specific information on the number of employees performing SCORE planning, oversight, and administration; the percentage of those employees' total work time allocated to SCORE planning, oversight, and administration; the specific duties and responsibilities of those employees; and the amount of staff salary for these SCORE duties and responsibilities of the employees; and

(ii) the resulting gains achieved in solid waste management practices; and

(3) provide evidence to the commissioner that local revenue equal to 25 percent of the money sought for distribution under this section will be spent for the purposes in subdivision 2.

(c) The commissioner shall withhold all or part of the funds to be distributed to a county under this section if the county fails to comply with this subdivision and subdivision 2.

**Subd. 4. Report.**

The commissioner shall report on how the money was spent and the resulting statewide improvements in solid waste management to the senate and house of representatives committees having jurisdiction over ways and means, finance, environment and natural resources, and environment and natural resources finance. The report shall be included in the report required under section [115A.411](#).

**History:**

[1Sp1989 c 1 art 19 s 1](#); [1991 c 337 s 26](#); [1992 c 593 art 1 s 17,54](#); [1994 c 585 s 13](#); [1994 c 639 art 5 s 3](#); [1995 c 247 art 1 s 19,20](#); [1996 c 470 s 27](#); [2000 c 490 art 10 s 1](#); [1Sp2001 c 2 s 125](#); [2002 c 374 art 6 s 2](#); [2004 c 284 art 2 s 11](#); [1Sp2005 c 1 art 2 s 161](#); [2009 c 37 art 1 s 42](#); [2012 c 272 s 69](#); [2014 c 312 art 13 s 28,29](#); [1Sp2015 c 4 art 4 s 109](#)

## Chapter 473 METROPOLITAN GOVERNMENT

### Minn. Stat. §473.8441 LOCAL RECYCLING DEVELOPMENT PROGRAM.

#### Subdivision 1. Definitions.

"Number of households" has the meaning given in Minnesota Statutes 1992, section [477A.011, subdivision 3a](#).

#### Subd. 2. Program.

The commissioner shall encourage the development of permanent local recycling programs throughout the metropolitan area. The commissioner shall make grants to qualifying metropolitan counties as provided in this section.

#### Subd. 3. Grants; eligible costs.

Grants may be used to pay for planning, developing, and operating yard waste composting and recycling programs.

#### Subd. 4. Grant conditions.

The commissioner shall administer grants so that the following conditions are met:

(a) A county must apply for a grant in the manner determined by the commissioner. The application must describe the activities for which the grant will be used.

(b) The activities funded must be consistent with the metropolitan policy plan and the county master plan.

(c) A grant must be matched by equal local expenditures for the activities for which the grant is made. A local expenditure may include, but is not limited to, an expenditure by a local unit of government, tribal government, or private sector or nonprofit organization.

(d) All grant funds must be used for new activities or to enhance or increase the effectiveness of existing activities in the county. Grant funds shall not be used for research or development of a product that would be patented, copyrighted, or a subject of trade secrets.

(e) Counties shall provide support to maintain effective municipal recycling where it is already established.

#### Subd. 5. Grant allocation procedure.

(a) The commissioner shall distribute the funds annually so that each qualifying county receives an equal share of 50 percent of the allocation to the program described in this section, plus a proportionate share of the remaining funds available for the program. A county's proportionate share is an amount that has the same proportion to the total remaining funds as the number of households in the county has to the total number of households in all metropolitan counties.

(b) To qualify for distribution of funds, a county, by April 1 of each year, must submit to the commissioner for approval a report on expenditures and activities under the program during the preceding fiscal year and any proposed changes in its recycling implementation strategy or performance funding system. The report shall be included in the county report required by section [473.803, subdivision 3](#).

**History:** [1987 c 348 s 46](#); [1989 c 325 s 63](#); [1993 c 249 s 41](#); [1995 c 247 art 2 s 47-49](#); [1Sp2005 c 1 art 2 s 161](#); [2016 c 158 art 1 s 194](#); [2018 c 134 s 1](#)



## **Minn. Stat. § 473.848 RESTRICTION ON DISPOSAL.**

### **Subdivision 1. Restriction.**

(a) For the purposes of implementing the waste management policies in section [115A.02](#) and metropolitan area goals related to landfill abatement established under this chapter, a person may not dispose of unprocessed mixed municipal solid waste generated in the metropolitan area at a waste disposal facility unless the waste disposal facility meets the standards in section [473.849](#) and:

- (1) the waste has been certified as unprocessable by a county under subdivision 2; or
- (2)(i) the waste has been transferred to the disposal facility from a resource recovery facility;
- (ii) no other resource recovery facility serving the metropolitan area is capable of processing the waste; and
- (iii) the waste has been certified as unprocessable by the operator of the resource recovery facility under subdivision 3.

(b) For purposes of this section, mixed municipal solid waste does not include street sweepings, construction debris, mining waste, foundry sand, and other materials, if they are not capable of being processed by resource recovery as determined by the council.

### **Subd. 2. County certification; office approval.**

(a) By April 1 of each year, each county shall submit an annual certification report to the office detailing:

- (1) the quantity of waste generated in the county that was not processed prior to transfer to a disposal facility during the year preceding the report;
- (2) the reasons the waste was not processed;
- (3) a strategy for development of techniques to ensure processing of waste including a specific timeline for implementation of those techniques; and
- (4) any progress made by the county in reducing the amount of unprocessed waste.

The report shall be included in the county report required by section [473.803, subdivision 3](#).

(b) The Pollution Control Agency shall approve a county's certification report if it determines that the county is reducing and will continue to reduce the amount of unprocessed waste, based on the report and the county's progress in development and implementation of techniques to reduce the amount of unprocessed waste transferred to disposal facilities. If the Pollution Control Agency does not approve a county's report, it shall negotiate with the county to develop and implement specific techniques to reduce unprocessed waste. If the Pollution Control Agency does not approve two or more consecutive reports from any one county, the Pollution Control Agency shall develop specific reduction techniques that are designed for the particular needs of the county. The county shall implement those techniques by specific dates to be determined by the Pollution Control Agency.

### **Subd. 3. Facility certification.**

The operator of each resource recovery facility that receives waste from counties in the metropolitan area shall certify as unprocessable each load of mixed municipal solid waste it does not process. Certification must be made to each county that sends its waste to the facility at intervals specified by the county. Certification must include at least the number and size of loads certified as unprocessable and the reasons the waste is unprocessable. Loads certified as unprocessable must include the loads that would otherwise have been processed but were not processed because the facility was not in operation,



but nothing in this section relieves the operator of its contractual obligations to process mixed municipal solid waste.

**Subd. 4. Pollution Control Agency report.**

The Pollution Control Agency shall include, as part of its report to the Environment and Natural Resources Committees of the senate and house of representatives, the Finance Division of the senate Committee on Environment and Natural Resources, and the house of representatives Committee on Environment and Natural Resources Finance required under section [473.149](#), an accounting of the quantity of unprocessed waste transferred to disposal facilities, the reasons the waste was not processed, a strategy for reducing the amount of unprocessed waste, and progress made by counties to reduce the amount of unprocessed waste. The Pollution Control Agency may adopt standards for determining when waste is unprocessable and procedures for expediting certification and reporting of unprocessed waste.

**Subd. 5. Definition.**

For the purpose of this section, waste is "unprocessed" if it has not, after collection and before disposal, undergone separation of materials for resource recovery through recycling, incineration for energy production, production and use of refuse-derived fuel, composting, or any combination of these processes so that the weight of the waste remaining that must be disposed of in a mixed municipal solid waste disposal facility is not more than 35 percent of the weight before processing, on an annual average.

**History:**

[1985 c 274 s 35](#); [1989 c 325 s 66](#); [1991 c 337 s 81,82](#); [1993 c 249 s 43,44](#); [1994 c 585 s 49,50](#); [1995 c 247 art 2 s 51,52](#); [1996 c 470 s 27](#); [1Sp2005 c 1 art 2 s 161](#)

## CHAPTER 16C. STATE PROCUREMENT

### **Minn. Stat. § 16C.05 CONTRACT MANAGEMENT; VALIDITY AND REVIEW.**

#### **Subdivision 1. Agency cooperation and delegation.**

Agencies shall fully cooperate with the commissioner in the creation, management, and oversight of state contracts. Authority delegated to agencies shall be exercised in the name of the commissioner and under the commissioner's direct supervision and control. A delegation of duties may include, but is not limited to, allowing individuals within agencies to acquire goods, services, construction, and utilities within dollar limitations and for designated types of acquisitions. Delegation of contract management and review functions must be filed with the secretary of state. The commissioner may withdraw any delegation at the commissioner's sole discretion. The commissioner may require an agency head or subordinate to accept delegated responsibility to procure goods, services, or construction intended for the exclusive use of the agency receiving the delegation.

#### **Subd. 2. Creation and validity of contracts.**

(a) A contract and amendments are not valid and the state is not bound by them and no agency, without the prior written approval of the commissioner granted pursuant to subdivision 2a, may authorize work to begin on them unless:

(1) they have first been executed by the head of the agency or a delegate who is a party to the contract;

(2) they have been approved by the commissioner; and

(3) the accounting system shows an encumbrance for the amount of the contract liability, except as allowed by policy approved by the commissioner and commissioner of management and budget for routine, low-dollar procurements and section 16B.98, subdivision 11.

(b) Grants, interagency agreements, purchase orders, work orders, and annual plans need not, in the discretion of the commissioner and attorney general, require the signature of the commissioner and/or the attorney general. A signature is not required for work orders and amendments to work orders related to Department of Transportation contracts. Bond purchase agreements by the Minnesota Public Facilities Authority do not require the approval of the commissioner.

(c) Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section [16C.03, subdivision 16](#), must determine that an amendment would serve the interest of the state better than a new contract and would cost no more.

(d) A record must be kept of all responses to solicitations, including names of bidders and amounts of bids or proposals. A fully executed copy of every contract, amendments to the contract, and performance evaluations relating to the contract must be kept on file at the contracting agency for a time equal to that specified for contract vendors and other parties in subdivision 5. These records are open to public inspection, subject to section [13.591](#) and other applicable law.

(e) The attorney general must periodically review and evaluate a sample of state agency contracts to ensure compliance with laws.

(f) Before executing a contract or license agreement involving intellectual property developed or acquired by the state, a state agency shall seek review and comment from the attorney general on the terms and conditions of the contract or agreement.

**Subd. 2a. Emergency authorization.**

The commissioner may grant an agency approval to authorize work to begin on a contract prior to the full execution of the contract in the event of an emergency as defined in section [16C.10, subdivision 2](#).

**Subd. 3.**

[Repealed by amendment, [2014 c 196 art 2 s 4](#)]

**Subd. 4. Contract administration.**

A contracting agency shall diligently administer and monitor any contract it has entered into. The commissioner may require an agency to report to the commissioner at any time on the status of any contracts to which the agency is a party.

**Subd. 5. Subject to audit.**

A contract or any pass-through disbursement of public funds to a vendor of goods or services or a grantee made by or under the supervision of the commissioner or any county or unit of local government must include, expressed or implied, an audit clause that provides that the books, records, documents, and accounting procedures and practices of the vendor or other party, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. If the contracting agency is a local unit of government, and the governing body of the local unit of government requests that the state auditor examine the books, records, documents, and accounting procedures and practices of the vendor or other party pursuant to this subdivision, the contracting agency shall be liable for the cost of the examination. If the contracting agency is a local unit of government, and the grantee, vendor, or other party requests that the state auditor examine all books, records, documents, and accounting procedures and practices related to the contract, the grantee, vendor, or other party that requested the examination shall be liable for the cost of the examination. An agency contract made for purchase, lease, or license of software and data from the state is not required to contain this audit clause.

**Subd. 6. Authority of attorney general.**

The attorney general may pursue remedies available by law to avoid the obligation of an agency to pay under a contract or to recover payments made if services performed or goods received under the contract are so unsatisfactory, incomplete, or inconsistent that payment would involve unjust enrichment. The contrary opinion of the contracting agency does not affect the power of the attorney general under this subdivision.

**Subd. 7. Contracts with Indian tribes and bands.**

Notwithstanding any other law, an agency may not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with an agency.

**History:**

[1994 c 632 art 3 s 33](#); [1998 c 386 art 1 s 6](#); [1999 c 86 art 1 s 11](#); [1999 c 230 s 1](#); [2000 c 488 art 2 s 1](#); [1Sp2001 c 8 art 2 s 10](#); [1Sp2001 c 10 art 2 s 37](#); [2003 c 130 s 12](#); [1Sp2003 c 1 art 2 s 48,49](#); [2004 c 206 s 7](#); [2007 c 148 art 2 s 35,36](#); [2009 c 101 art 2 s 109](#); [2014 c 187 s 3](#); [2014 c 196 art 1 s 5](#); [art 2 s 4](#)

# Anoka County Municipal Waste Abatement Grant Funding Application

Cycle: *Annual* | Year: *2025* | Status: *Verified*

Member Name: *City of Spring Lake Park*

2026 Applications are due June 2, 2025.

City of Spring Lake Park is requesting the following funding for their 2026 Anoka County municipal waste abatement program efforts.

## General Instructions

This application is provided to each municipality in Anoka County for funds to support and increase recycling activities and programs within the municipality.

The funds allocated in this application are based on the number of households in the municipality. The number of households is determined using the most current Met Council household data available. For calendar year 2026, 2023 Met Council data has been used to determine the number of households for this application.

There are three sections in this funding application:

- Base Funding
- Enhancement Funding
- Supplemental Funding

The Enhancement Funding section of the application also has three parts:

- Drop-off
- General Enhancement
- Organics Program Funding

Please complete each section of the grant application. A number value must be entered in each field before submitting the application. If no funds are being requested for any given field, enter a zero. If a completed funding application isn't submitted by June 2, 2025, the municipality will not be eligible for funding.

In a separate Re-TRAC form, reimbursement requests will be submitted twice a year.

### USER TIPS

To contact support from within this form: Click "Support" at the top of the screen or "Program Support Request" in the green bar at the top of the form.

To print this form: Click the "Export" button found on upper top right corner of the form. You must save the form before you can export it.

To see eligible expenses within each section: Click "view eligible expense" in each section.

Click [here](#) to download the full Eligible Expenses document.

To save this form while working on it: Click “Save” at the bottom of the form and select “Save as Draft”.

To submit this form: Click “Save” at the bottom of the form and if there are no errors, click the “Mark as Complete” option. Note that once you mark the form as complete, you cannot make changes to it.

## Eligible Expenses

The following items are examples of eligible expenses allowed for reimbursement.

Collection Expenses: If residents are charged recycling fees for curbside or recycling events, waste abatement funds will reimburse the difference between the fees collected and the cost of recycling or composting the materials.

Equipment: The cost to purchase, maintain and repair equipment that is used exclusively to operate the recycling or composting program.

Containers: The cost for recycling or organics containers.

Promotion: The entire cost of a publication if totally dedicated to waste reduction, recycling or composting information or a percentage of the cost for the portion of a municipal publication dedicated to waste management information.

Staffing: Labor and staffing directly related to recycling program administration and implementation may be funded up to 75% of total funding allocation (not including Supplemental Funding). See Labor & Staffing section below for more information.

## Ineligible Expenses

The following general operating expenses should NOT be submitted for reimbursement.

Standard Operational Expenses/Building Overhead: Since most of the municipal recycling coordinators are part-time positions and staff serve multiple roles at the municipality, standard operating expenses including office space rental, leasing office equipment and general office supplies, are not eligible for reimbursement.

Project Expenses: Specific to transportation, energy or ground water protection.

Collection Costs: The costs for general waste and recycling collection at municipal buildings, trash costs when advertised as being accepted at a recycling/cleanup day, and costs associated with road side cleanup of illegally dumped materials should not be included in this application.

General Municipal Staff: Staff time related to standard municipal operations (city administrator, office administration, facilities management, finance and legal staff) are not eligible for reimbursement if municipal staff do not assist the recycling coordinator directly on activities to help the municipality achieve its recycling goal, e.g. communications and collecting, processing or marketing recyclable materials and organics, their time will not be reimbursed.



Click here to view the previous years Application



Click here to view the previous years Reimbursements

Click [here](#) to download the full Eligible Expenses document.

## 2026 Total Funding Allocation

 **MANAGE ONLY**

**Your Community has access to the following funds for 2026:**

\$ 40,867.00

(An additional \$20,000 in discretionary funds may be available through the Supplemental Funding section.)

## 2026 BASE Funding Allocation

All municipalities are eligible for base waste abatement grant funding. When completing this application, base funding requests should fall under one of the following categories:

- regular curbside collection,
- general operations of a drop-off center,
- costs for spring and fall recycling days,
- basic promotion,
- yard waste collection and
- percentage of time the recycling coordinator spends on waste abatement activities.

Base Funding is \$10,000.00 base, plus \$5.00/household (household counts are based on 2022 Met Council estimates)

**Municipality Name:**

City of Spring Lake Park

 **MANAGE ONLY**

**# of households**

2,981

**Base Funding**

\$ 10,000.00

**Base Funding Additional (based on \$5/household)**

\$ 14,905.00

**Total Base Funding Allocation**

\$ 24,905.00

### Curbside Collection

Complete ALL required fields below, if value is zero, enter "0.00".

Click [here](#) to download the Curbside Collection Eligible Expenses document.

**Collection Service Provider Expenses**

\$ 146,388.26

**Contamination Fees**

\$ 0.00

**Additional Expenses**

\$ 0.00

**Curbside Collection Expense Subtotal**

\$ 146,388.26

**Estimated Revenue**

\$ 190,447.40

**Curbside Collection Expenses**

\$ -44,059.14

*Negative values here will not carry forward to other sections.*

## General Operations of a Drop-Off Center/Spring or Fall Recycling Day(s)

Click [here](#) to download the General Operations of a Drop-off Center/Spring or Fall Recycling Days Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

**DO NOT include any expenses for tires, oil, antifreeze & oil filters. These expenses should be listed in the Problem Materials section.**

**Collection Service Provider Expenses**

\$ 3,539.70

**Equipment**

\$ 0.00

**Facility Expenses**

\$ 0.00

**General Operations of a Drop-off Expense Subtotal**

\$ 3,539.70

**Estimated Revenue**

\$ 0.00

**General Operations of a Drop-off Expenses**

\$ 3,539.70

*Negative values here will not carry forward to other sections.*

## Promotion -- Base Funding

Click [here](#) to download the Promotion Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

**Printing**

\$ 1,000.00

<b>Postage</b>	\$ 400.00
<b>Advertising</b>	\$ 0.00
<b>Volunteer Incentives</b>	\$ 0.00
<b>Educational Entertainment</b>	\$ 2,000.00
<b>Promotion -- Base Funding Expenses</b>	
\$ 3,400.00	

## Yard Waste/Tree Waste

Click [here](#) to download the Yard/Tree Waste Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

<b>Collection Service Provider Expenses</b>	\$ 5,000.00
<b>Equipment</b>	\$ 0.00
<b>Yard Waste/Tree Waste Expenses Subtotal</b>	
\$ 5,000.00	
<b>Estimated Revenue</b>	\$ 0.00
<b>Yard Waste/Tree Waste Expenses</b>	\$ 5,000.00

*Negative values here will not carry forward to other sections.*

## Problem Materials (Tires, Oil, Antifreeze, and Oil Filters)

Click [here](#) to download the Problem Materials Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

<b>Service Provider Expenses</b>	\$ 1,000.00
<b>Estimated Revenue</b>	\$ 0.00
<b>Problem Material Expenses</b>	\$ 1,000.00

*Negative values here will not carry forward to other sections.*

## Program Administration -- Base Funding



Click [here](#) to download the Program Administration Eligible Expenses document.

Complete ALL required fields below, if value is zero, enter "0.00".

**Office supplies**

\$ 100.00

**Training**

\$ 100.00

**Mileage**

\$ 50.00

**Membership Dues, Periodicals**

\$ 0.00

**Professional Services**

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

**Program Administration- Base Funding Expenses**

\$ 250.00

**Total BASE Funding Requested**

\$ 13,189.70

**2026 Funding Remaining**

\$ 27,677.30

*(Funding allocation minus Base Funding Requested)*

Complete ALL required fields below, if value is zero, enter "0.00".

## 2026 ENHANCEMENT Funding Allocation

The purpose of the Anoka County Municipal Waste Abatement grant funding program is to increase recycling and organics diversion and help the County achieve the State mandated goal of 75% recycling/composting by 2030. The County recognizes that this funding is needed to support established infrastructure costs that exceed the Base and each communities funding. To be eligible for grant funds, municipalities must apply for these funds. Applicants must itemize expenditures within each of the three grant sections, Drop-off, General Enhancement and Organics Program, below and calculate the total grant request for each category.

### Drop-off Grant

This grant is allocated to cover additional drop-off center costs or events beyond the regularly scheduled spring and fall recycling days.

The grant for this section is \$10,000.00 for municipalities with up to 4,999 households and \$15,000.00 for municipalities with household counts 5,000 and over.

Below are examples of materials that can be collected for reuse or recycling. Only list organics expenses in the organics section.

Additional Reusable or Recyclable Materials Collected at Permanent Drop-off Centers or Special Events:

Appliances, Electronics, Mattresses\*, Confidential Document Destruction, Fluorescent Bulbs, Household Batteries, Fire Extinguishers, Propane Tanks, Bicycles\*\*, and Clothing\*\*.

#### Additional Items:

Block and Shape Polystyrene, Cell Phones, Film Plastic/Bags, Furniture\* \*\*, Household Goods\*\*, String Lights/Extension Cords, Printer Cartridges

\* None of these materials should be advertised as being collected on a Recycling Day and then disposed of as trash

\*\* Items that should be evaluated for reuse prior to recycling

 **MANAGE ONLY**

#### Drop-off Grant Amount Available

\$ 10,000.00

Click [here](#) to download the Drop-off Eligible Expenses document.

### Permanent Drop-off Center Enhancements

Complete ALL required fields below, if value is zero, enter "0.00".

**Collection Service Provider Expenses**

\$ 0.00

**New Equipment & Supplies**

\$ 0.00

**New Construction**

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

**Permanent Drop-off Center Enhancement Expenses Subtotal**

\$ 0.00

**Estimated Revenue**

\$ 0.00

**Permanent Drop-off Center Enhancement Expenses**

\$ 0.00

*Negative values here will not carry forward to other sections.*

### Monthly or Quarterly Drop-off Events

Complete ALL required fields below, if value is zero, enter "0.00".

**Collection Service Provider Expenses**

\$ 12,000.00

**New Equipment & Supplies**

\$ 0.00

**User Coupon Incentives**

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

### Monthly or Quarterly Drop-off Events Expense Subtotal

\$ 12,000.00

### Estimated Revenue

\$ 0.00

### Monthly or Quarterly Drop-off Event Expenses

\$ 12,000.00

Negative values here will not carry forward to other sections.

### Total Drop-off Grant Requested

\$ 12,000.00

## General Enhancement Grant

The grant amount available for this section is calculated using \$1.00/household.

### General Enhancement Grant Amount Available

\$ 2,981.00

Click [here](#) to download the General Enhancement Eligible Expenses document.

### Park Recycling

Complete ALL required fields below, if value is zero, enter "0.00".

#### Collection Service Provider Expenses

\$ 0.00

#### Recycling Containers

\$ 0.00

#### Recycling Bags

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

### Park Recycling Expenses

\$ 0.00

## Special Municipal Programs or Events - Please list any organics expenses in the organics section.

Complete ALL required fields below, if value is zero, enter "0.00".

#### Service Provider Expenses

\$ 2,000.00

#### Supplies & Containers

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

**Special Municipal Program or Event Expenses Subtotal**

\$ 2,000.00

**Estimated Revenue**

\$ 0.00

**Special Municipal Program or Event Expenses**

\$ 2,000.00

*Negative values here will not carry forward to other sections.*

**Special Curbside Recycling Collection**

Complete ALL required fields below, if value is zero, enter "0.00".

**Collection Service Provider Expenses**

\$ 2,000.00

**Subsidy to Resident**

\$ 0.00

**Special Curbside Recycling Collection Expenses Subtotal**

\$ 2,000.00

**Estimated Revenue**

\$ 0.00

**Special Curbside Recycling Collection Expenses**

\$ 2,000.00

*Negative values here will not carry forward to other sections.*

**Multi-Family Recycling Outreach**

Complete ALL required fields below, if value is zero, enter "0.00".

**Supplies & Containers**

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

**Multi-Family Recycling Outreach Expenses**

\$ 0.00

**Promotion -- Enhancement Funding**

Complete ALL required fields below, if value is zero, enter "0.00".

**Printing**

\$ 0.00

**Postage**

\$ 0.00

**Advertising**

\$ 0.00

**Volunteer Incentives**

\$ 0.00

**Educational Entertainment**

\$ 0.00

**Promotion -- Enhancement Funding Expenses**

\$ 0.00

**Total General Enhancement Grant Requested**

\$ 4,000.00

## Organics Program Grant

The grant amount for this section is \$0.50/household if additional curbside or drop-off grant programs are not offered to residents or \$1.00/household if curbside or drop-off organics programs are offered to residents.

**Does your municipality offer curbside or drop-off organics programs to your residents? \***☒ Yes☐ No**Amount Available**

\$ 2,981.00

Click [here](#) to download the Organics Eligible Expenses document.

### Organics Program Expenses

Complete ALL required fields below, if value is zero, enter "0.00".

**Collection Service Provider Expenses**

\$ 2,300.00

**Organics Equipment**

\$ 0.00

**Organics Only - Promotion**

\$ 0.00

Please enter Labor & Staffing expenses in Labor & Staffing section below.

**Organics Program Expenses Subtotal**

\$ 2,300.00

**Estimated Revenue**

\$ 0.00

**Organics Program Expenses**

\$ 2,300.00

*Negative values here will not carry forward to other sections.*

### Total ENHANCEMENT Funding Requested

\$ 18,300.00

### Maximum Funding Available

\$ 40,867.00

*Supplemental)*

*(Base plus Enhancement NOT including*

### Total Funding Requested

\$ 31,489.70

*(not including Staffing)*

### Funding Remaining

\$ 9,377.30

*(Total Requested minus Max Amount available)*

## Labor & Staffing (All Programs)

 HIDDEN

### Labor & Staffing Calculations

#### Maximum Available for Labor and Staffing based on 75% of total funding allocation:

\$ 30,650.25

Salary and labor expenses must be directly related to recycling program operations and administration. These expenses may be funded up to 75% of funding allocation (not including supplemental funding). The final % and expense amount for salary and labor will be determined after Anoka County approves the submitted staffing and labor metric.

### Upload 2026 Staffing Metric and Drop-off Calculator \*

2026 Staffing Metric and Drop-off Calculator.xlsx

**Upload a scanned pdf of recent promotion for your current curbside or drop-off opportunities. It can be from a brochure, newsletter or from your website, for how your special curbside collection program works, and/or what is accepted at your city or town offices (during business hours), spring recycling event, permanent drop-off centers or other drop-off events.**

\*

Jan - June Promo 2025\_Newsletter.pdf

Click [here](#) to download the Curbside Collection Eligible Expenses document.

 MANAGE ONLY

**Admin only: The approved Labor and Staffing % from your 2024 Staffing Metric has been inserted to provide an estimate of typical Labor and Staffing costs for your community. In general, this percentage has not changed much over the last several years.**

75 %

 MANAGE ONLY

**Labor & Staffing Maximum Funds Available**

\$ 30,650.25

**General Program Administration**

\$ 9,377.30

**Program Implementation**

\$ 0.00

**Total Labor & Staffing Expenses Requested:**

\$ 9,377.30

 HIDDEN**Admin-Only- Additional Staff Funding**

\$

 HIDDEN**GRAND TOTAL LABOR & STAFFING FUNDING REQUESTED**

\$ 9,377.30

## Supplemental Funding Request

Supplemental grant funding is currently available to help support municipal waste abatement programs and/or new program development. Supplemental funding, however, should not be depended on for long-term program sustainability. Before requesting supplemental additional grant program dollars, it is critical that your municipality is willing to support and sustain the services before implementation.

Please be aware that there is a limited amount of supplemental funding available for this section. If the County receives more funding requests than funds, the funds may be reduced or denied for a municipalities supplemental funding request. Grants will be evaluated based on which projects best help the County meet the State mandated goal of 75% by 2030.

The maximum supplemental grant available may be up to \$20,000.00 per municipality.

Supplemental Funding – may include:

- Collection service provider expenses for additional materials
- Additional expenses from construction and paving projects
- Large equipment purchases
- New program expenses

**Do you need additional funds to grow existing waste abatement programs? \***

Yes



No

In the box below, please include the following information:

- Identify need for supplemental funding;
- Describe project scope and design;
- Describe how the project may benefit multiple municipalities or the County as a whole;
- Note key stakeholders participating in project activities, including project collaborators;

- Quantify and list expected outcomes, such as, new materials to be collected, projected amount to be collected, percentage increase of currently collected materials if supplemental grant funding is approved.

 HIDDEN

**Supplemental Funding - Maximum Amount Available** 20,000.00

## Project Budget

List all project elements that require funding. Use the ADD button to add elements to the chart.

Project Element *	Expense *
Base drop-off expenses	10,000.00
Drop-off enhancement expenses	10,000.00

### Total Supplemental Funding Requested

\$ 20,000.00

## Summary of Funding Requested

### Base Funding Requested

\$ 13,189.70

### Enhancement Funding Requested

**Drop-off Grant Requested** \$ 12,000.00

**General Enhancement Grant Requested** \$ 4,000.00

**Organics Program Grant Requested** \$ 2,300.00

### Total Enhancement Funding Requested

\$ 18,300.00

### Labor & Staffing Funding Requested

\$ 9,377.30

### Supplemental Funding Requested

\$ 20,000.00



## Total Funding Requested

\$ 60,867.00

Date: \*

05/28/2025

Name: \*

Haley Morrison

Title: \*

Special Projects Coordinator

## Total Funding Granted

 MANAGE ONLY

**Base Funding Granted**

13,189.70

 MANAGE ONLY

**Drop-off Funding Granted**

12,000.00

 MANAGE ONLY

**General Enhancement Funding  
Granted**

4,000.00

 MANAGE ONLY

**Organics Program Funding  
Granted**

2,300.00

 MANAGE ONLY

**Labor & Staffing Funding Granted**

9,377.30

 MANAGE ONLY

**Supplemental Funding Granted**

20,000.00

**Total Funding Granted**

\$ 60,867.00

 MANAGE ONLY

\*\*\*Office Use Only\*\*\*



Received By:

Sue Doll

Date:

06/02/2025

Manager Notes for Reporters:

**Created:** May 2, 2025 at 04:05 PM CDT  
**Katie Hanson**   
katie.hanson@anokacountymn.gov  
**Last Updated:** Jul 30, 2025 at 07:51 PM CDT  
**Sue Doll**   
Sue.doll@anokacountymn.gov



# Memorandum

---

To: Mayor and City Councilmembers  
From: Wanda Brown, Deputy City Clerk  
Date: August 26, 2025  
Subject: Recommendation for Approval – Shelter-in-Place Policy for Storm Events

## **Purpose:**

To establish a clear, actionable policy for sheltering individuals during severe storm events in municipal buildings.

## **Key Elements of the Policy:**

1. Designated safe areas in each facility
2. Clear communication protocols
3. Procedures for securing buildings
4. Coordination with emergency services

## **Why It Matters:**

1. Enhances public and staff safety
2. Aligns with FEMA and NWS best practices
3. Strengthens our emergency preparedness

## **Recommendation:**

Approve the Shelter-in-Place Policy to ensure a timely, organized response during storm-related emergencies.



## **City of Spring Lake Park Shelter-in-Place During a Storm Policy**

### **Purpose**

The purpose of this policy is to establish clear procedures for sheltering in place at City Hall during severe weather events, such as tornadoes, high winds, or severe thunderstorms, to ensure the safety of all employees, elected officials, and visitors.

### **Scope**

This policy applies to all individuals present in City Hall at the time of a severe weather event, including employees, contractors, elected officials, and members of the public.

### **Policy**

#### **1. Notification of Severe Weather**

- The City will monitor weather alerts from the National Weather Service (NWS) and local emergency management agencies.
- If a Severe Thunderstorm Warning, Tornado Warning, or other significant weather emergency is issued for the area, the designated staff member (City Administrator, designee, or department head) will announce a shelter-in-place order using verbal notification and/or the public address system if available.

#### **2. Designated Shelter Areas**

- **Primary Shelter Locations:** Any interior, windowless room or storage area that provides structural protection.
- **Secondary Shelter Location:** Interior rooms or hallways away from windows, glass doors, and exterior walls.
- Restrooms located within the interior core of the building may be used if other shelter spaces are full or inaccessible.

#### **3. Shelter-in-Place Procedures**

- Upon announcement of a shelter-in-place order:
  - a. All individuals must proceed immediately to the designated shelter areas.
  - b. Bring essential personal items only if they can be retrieved quickly (e.g., phone, medication).
  - c. Remain calm and assist others, especially individuals with disabilities or mobility challenges.
  - d. Sit or crouch low to the ground and protect your head and neck.

**4. All-Clear**

- Individuals must remain in the shelter location until the “all-clear” is given by the City Administrator, designee, or public safety personnel.
- The “all-clear” will be based on official information from the NWS, local emergency management, or first responders.

**5. Training and Drills**

- Staff will receive annual training on the shelter-in-place policy and designated shelter locations.
- Drills will be conducted at least once per year to ensure familiarity with procedures.

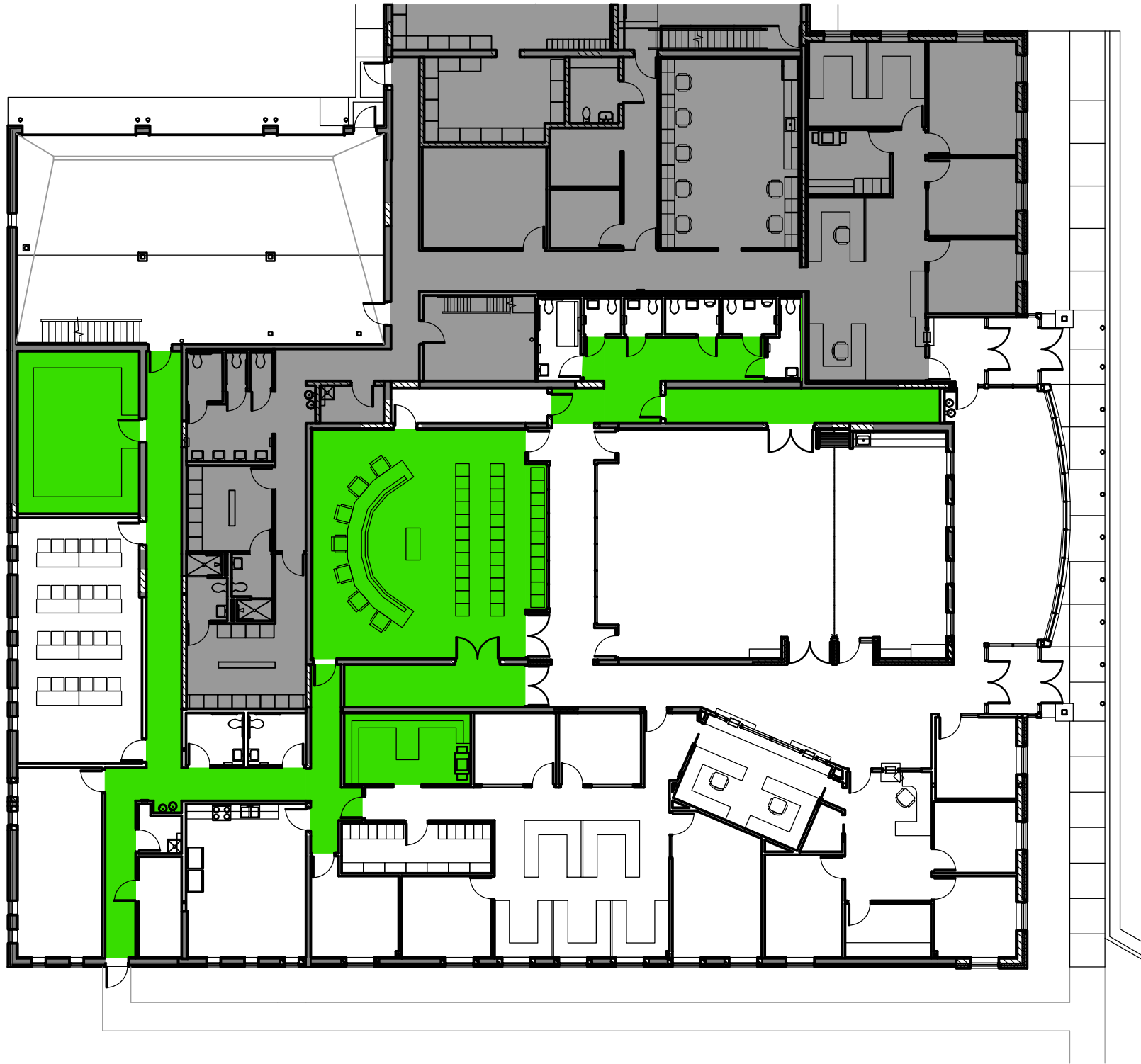
**6. Visitors and Public Meetings**

- During public meetings or events, the presiding official will announce shelter procedures if a storm warning is issued.
- Staff shall assist in directing visitors to shelter areas.

**Effective Date:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_  
Mayor

**Approved By:** \_\_\_\_\_  
City Administrator





# Memorandum

---

To: Mayor Nelson and Members of the City Council

From: Wanda Brown, Deputy City Clerk

Date: August 25, 2025

Subject: Close City Hall on the Friday after January 1, 2026

Staff is requesting the ability to close City Hall on Friday, January 2, 2026. With New Year's Day falling on a Thursday, many employees are asking to use vacation time the following day, resulting in a skeleton staff. Rather than address this minimal staffing level, we are asking for authority to close City Hall.

The Administrative and Parks and Recreation Departments propose to be closed all day and all employees will use accrued vacation or compensatory time.

The secretarial support staff in the Police Department will be in the office those days. No changes will be made to patrol staffing.

The Public Works Department will be on duty; however, the employees may choose to utilize a vacation day.

Recommended Motion: **MOTION TO AUTHORIZE THE CLOSURE OF CITY HALL ON FRIDAY, JANUARY 2, 2026.**

Signs will be posted on the door in advance notifying residents that City Hall will be closed. In addition, staff will include the information on the City's website.

If you have any questions, please don't hesitate to contact me at 763-792-7219.



# Public Right of Way Application

## Applicant Information:

Name of Company: Xcel Energy

Address: 825 Rice St,

City/State/ZIP: St. Paul MN 55117

Phone Number: 816-394-2289

Fax Number: \_\_\_\_\_

Email Address: nidhi.khasakia@xcelenergy.com

Representatives Name: Nidhi Khasakia

## Project Information:

Project Name: 114740058

Project Address/Location: 8000 Jackson St NE,

City/State/ZIP: Minneapolis MN 55432

Parcel Number(s): \_\_\_\_\_

Description of Work and restoration plan: (Attach additional pages if necessary)

## Duration of the Right of Way:

Start Date: 08/27/2025

End Date: 02/27/2025

The City of Spring Lake Park reserves the right to modify the schedule as necessary in the issuance of the permit. Therefore, the dates stated on this application may not necessarily match actual approved dates.

## Attachments Required:

☒ Site Plan/Map

☒ Project Drawings

☒ Traffic Control Plan

☐ Proof of Insurance (copy of policy)

☐ Property Deed or Owner Authorization

☐ Environmental Impact Assessment (if applicable)



☐ Other: \_\_\_\_\_

**Applicant's Certification:**

I, the undersigned, certify that I am the owner or authorized agent of the owner, and that the information provided in this application is true and accurate to the best of my knowledge. I agree to comply with all applicable laws and regulations related to the requested right of way.

In lieu of an escrow fee, we will bill the project owner for actual restoration fees if needed.

Signature: NK

Date: 08/25/2025

**For Office Use Only:**

Application Number: \_\_\_\_\_

Date Received: 8/26/25

Reviewed By: GD

Approval Status: ☒ Approved ☐ Denied

Conditions of Approval/Reasons for Denial: \_\_\_\_\_

Signature of Reviewing Officer: [Signature]

Date: 8/26/25

**Right of Way Permit - \$150.00**

☐ Excavation Hole - \$150.00

☐ Emergency Hole - \$75.00

☐ Trench - \$70/100'

☐ Obstruction Fee - \$150.00

☐ Overhead Obstruction - \$150.00

☐ Boring Holes - \$50.00 per hole

☐ Other: \_\_\_\_\_

**Instructions for Submission:**

Complete the application form in its entirety.

Attach all required documents and plans.

Submit the application to [info@slpmn.org](mailto:info@slpmn.org) or [wbrown@slpmn.org](mailto:wbrown@slpmn.org).

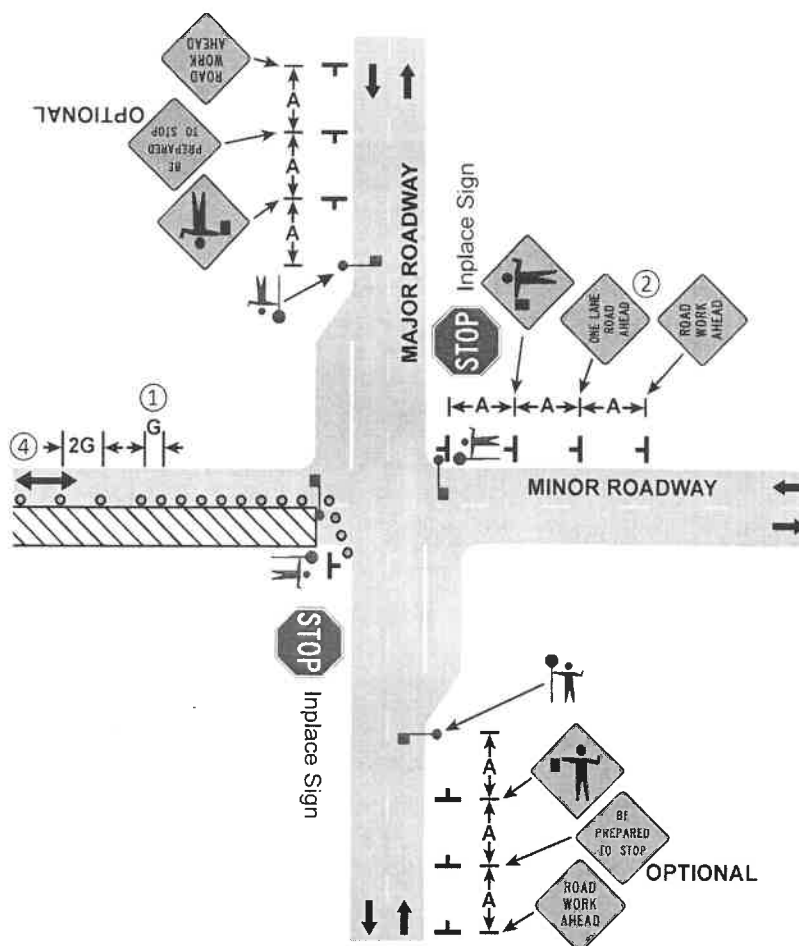
Please verify specific requirements and guidelines with the appropriate agency before submission, as these can vary by location and project type.

**APPLICANT MUST CONTACT THE SPRING LAKE PARK PUBLIC WORKS DIRECTOR AT 763-792-7227 48 HOURS PRIOR TO COMMENCING WORK.**



**NOTES:**

- ① The spacing between devices should be reduced to **G** or less when the work space is within 300 feet of the intersection. This will help keep motorists from entering into the work space near the intersection.
- ② The ONE LANE ROAD AHEAD sign may be omitted when the posted speed limit is 40 mph or less.
3. When the traffic volume of the minor roadway exceeds 1500 ADT or turning movements cause unsafe operations, the following steps should be considered:
  - a. Control traffic at the intersection with a law enforcement officer;
  - b. Restrict vehicle turns from the major roadway with flagging, signing, and/or closing the turn lanes; or
  - c. Completely close a leg of the minor roadway until the work space has left the area near the intersection.
- ④ For other temporary traffic control devices in advance of the work space, see Layouts 4, 15, or 16.



**LANE CLOSURE ON MINOR ROAD**  
Before Intersection of Major Road  
**TWO-LANE, TWO-WAY ROAD**

### 3 DAYS or LESS

6K-20

LAYOUT 20

**City of Spring Lake Park  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park MN 55432**

**Kennel License  
September 2, 2025**

**Ria Morgan  
342 81<sup>st</sup> Avenue NE  
Spring Lake Park MN 55432**

**City of Spring Lake Park**

**RESOLUTION NO. 25-**

**RESOLUTION APPROVING RENTAL LICENSE REVOCATION FOR CERTAIN PROPERTY LOCATED AT 857 81<sup>st</sup> Ave NE, PURSUANT TO SECTION 12.16.140 OF THE CITY OF SPRING LAKE PARK CODE**

**WHEREAS**, Bismuth Bridge Prop Co LLC (Hereinafter “License Holder”) is the legal owner of the real property at 857 81<sup>st</sup> Ave NE Spring Lake Park MN, 55432; and

**WHEREAS**, pursuant to City Code, 12.16.140 of the City of Spring Lake Park written notice setting forth the causes and reasons for the proposed council action contained herein and notice of a public hearing to be held on at 7:00 pm, September 2, 2025 was given to the license holder on August 7, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park that, in accordance with the foregoing, and all ordinances and regulations of the City of Spring Lake Park, the City Council adopts the following.

**Findings of Fact**

1. That on or about June 6th, 2025 Code Enforcement staff completed an initial rental housing inspection at the property of 857 81<sup>st</sup> Ave NE in the City of Spring Lake Park MN.
2. That on or about August 4th, 2025 Code Enforcement completed a follow up inspection at the property of 857 81<sup>st</sup> Ave NE in the City of Spring Lake Park MN. The property failed this rental inspection.
3. That on or about August 7, 2025 the property owner Bismuth Bridge Prop Co LLC and all tenants were notified of a public hearing scheduled for September 2, 2025 at 7:00 pm.
4. That based upon said records of the Code Enforcement, the following conditions and violations of the City Property Maintenance Code were found to exist, to-wit:
  - A. Failure of rental housing inspection on June 6th, 2025.
  - B. Failure of rental housing inspection on August 4th 2025.
5. That all parties, including the license holder and any occupants or tenants, have been given the appropriate notice of this hearing according to the provisions of the City Code, Chapter 12 Article 16.140 of the City of Spring Lake Park.

**Order of Council**

1. The rental license belonging to the license holder described herein and identified as Bismuth Bridge Prop Co LLC is hereby revoked;
2. The City will post for the purpose of preventing occupancy a copy of this order on the buildings covered by the license held by license Holder
3. All tenants shall remove themselves from the premises within 45 days from the first day of posting of this Order revoking the license as held by license Holder.

The foregoing resolution as moved for adoption by Councilmember.

Upon roll call, the following voted aye:

And the following voted nay:

Where the Mayor declared said resolution duly passed and adopted this the 2nd day of September, 2025.

---

**Robert Nelson, Mayor**

**ATTEST:**

---

**Daniel R. Buchholtz, Administrator**



# Memorandum

---

To: Mayor Nelson and Members of the City Council

Cc: Dan Buchholtz

From: George Linngren, Public Works Director

Date: 8/29/2025

Subject: August Public Works Report

The following is my summary of activities for August.

- **Seasonal work crew:** The seasonal are pretty much done for this year. We still have a couple that can fill in as needed yet. They were a huge asset to our team this year and I am hoping they will be able to return next year.
- **Seal Coating and construction:** We have finished for the year with a good-looking project. With only a few minor touch ups, 79<sup>th</sup> and Taylor have new asphalt and striping down. I have heard many compliments from the neighbors on how nice it turned out.
- **Playgrounds:** The play grounds are all done and we are finishing putting in a couple pieces that were pulled out of Terrace to be put in Sanburnol park.
- **Street Maintenance:** We are still out filling pot holes and patching curb lines before winter. If you know of anything that needs attention, please let me know.
- **Sweeping:** We have finished up another full city-wide sweep in preparation for the leaves to start falling. We will be doing targeted sweeping around the ponds as needed until our fall sweep.

- **Storm lines:** The contractor has finished lining TheorinTerrace Storm line and that will keep the street stable now until we are able to rebuild the road in the coming year. We are having all of the storm sewer lines televised so we can put together a comprehensive plan to address what will be the priority repairs in the coming years as we are starting to get some failures and sink holes showing up after rainfall events.

**Meetings and Administrative Activities:**

1. I Attended two City Council meeting along with one workshop.
2. I attended the monthly CCWD meeting.
3. I participated in ourMS4 Audit with the MPCA
4. I Attended the monthly department head meeting.

This concludes my report for the month of August. I am available to answer any questions you may have.

Thank you.





# Memorandum

---

**To:** Mayor Nelson and Members of the City Council

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

**Date:** August 27, 2025

**Subject:** Resolution Adopting Proposed Levy for Taxes Collected in 2026

The City Council, at its August 18, 2025 workshop, reviewed the proposed 2026 Administrator's budget proposal. As the preliminary levy is required to be submitted no later than September 30, 2024, it is necessary for the City Council to take action to set the preliminary levy.

Resolution 2025-33 establishes the proposed 2025 pay 2026, tax levy at \$5,030,260. This is an increase of 6.54% from the 2024, pay 2025, tax levy. The increase is due primarily to increases in employee salary and benefits and increases in the City's share of the SBM Fire Department contract.

The Resolution sets the date of the annual Truth-in-Taxation (TNT) public hearing for Monday, December 1, 2025 at 7:00pm at City Hall.

The preliminary tax levy establishes the maximum tax levy for 2024, collected 2025. The final tax levy, which will be set on December 16, 2024, can be the same or lower than the preliminary tax levy. As staff reported at the work session, we will work between now and December to further reduce the levy.

Staff recommends approval of Resolution 2025-33.

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

**RESOLUTION NO. 2025-33**

**RESOLUTION ADOPTING PROPOSED 2025 TAX LEVY COLLECTIBLE IN 2026**

BE IT RESOLVED by the City Council of the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, that the following sums of money be levied for the current year, collectible in 2026, upon the taxable property in said City of Spring Lake Park, Minnesota:

General Revenue	\$4,358,694
Capital Improvement Plan Levy	\$ 204,320
2022 Street Improvement Project Levy	\$ 24,078
2024 Street Improvement Project Levy	\$ 28,421
2024A G.O. Capital Improvement Plan Bond	<u>\$ 414,747</u>
<b>TOTAL LEVY:</b>	<b>\$5,030,260</b>

BE IT FURTHER RESOLVED that the City Clerk of the City of Spring Lake Park is hereby instructed to transmit a certified copy of this resolution to the County Auditors of Anoka and Ramsey Counties, Minnesota; and

BE IT FURTHER RESOLVED that the annual Truth in Taxation Public Hearing is scheduled to be held at 7:00 P.M. on Monday, December 1, 2025 at Able Park Building, 8200 Able Street NE.

The foregoing resolution was moved for adoption by Councilmember

Upon roll call, the following voted aye:

And the following voted nay: None

Whereupon the Mayor declared said resolution duly passed and adopted this 2nd day of September, 2025.

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, Administrator



# Memorandum

---

**To:** Mayor Nelson and Members of the City Council

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

**Date:** August 27, 2024

**Subject:** Cancel Bond Levies

State Law requires the County Auditor to levy the amount of debt service originally certified unless the City passes a resolution cancelling the levy. Resolution 2025-34 would reduce the debt service levy to the City having funds on-hand to make the debt service payment.

The following debt service levies would be reduced by the proposed resolution:

<u>Issue</u>	<u>Original</u>	<u>Proposed</u>
2024A GO Capital Improvement Plan Bond (City Hall)	\$602,647.50	\$414,747.00

The following bonds are reduced due to a combination of Public Utilities funds and remaining fund balance from the City Hall renovation/expansion project.

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

**RESOLUTION NO. 2025-34**

**RESOLUTION CANCELLING OR REDUCING BOND LEVIES – 2025/2026**

BE IT RESOLVED by the City Council of the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, that there are, irrevocably available and on-hand, funds for the following General Obligation bond(s):

1. The sum of \$187,900.50 for the 2026 installment of the 2024A G.O. Capital Improvement Plan Bond.

BE IT FURTHER RESOLVED that, in accordance with Minnesota Statutes Section 475.61, as amended from time to time, the County Auditors of Anoka and Ramsey Counties are hereby authorized and directed to reduce by the amounts above mentioned the tax that would otherwise be included on the rolls for 2025, collectable in 2026.

BE IT FURTHER RESOLVED that the City Clerk of the City of Spring Lake Park is hereby instructed to transmit a certified copy of this resolution to the County Auditors of Anoka and Ramsey Counties, Minnesota.

The foregoing resolution was moved for adoption by Councilmember .

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 2nd day of September, 2025.

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, Administrator



# Memorandum

---

To: Mayor Nelson and Members of the City Council

Cc: Dan Buchholtz, City Administrator

From: George Linngren, Public Works Director

Date: 8/28/25

Subject: Approval for installing irrigation at Triangle Park.

I am requesting approval to install an irrigation system at Triangle Park. Water service had previously been extended to the park's north side to accommodate future irrigation, and we now propose to utilize that connection to provide full irrigation coverage throughout the park.

I solicited quotes for the project, and the low responsible bidder is Sun Shower Irrigation. Their proposal includes installation of irrigation lines, a controller, and irrigation heads at a total cost of \$12,403. The contract also provides a two-year warranty on both materials and workmanship. Funding for this project will come from Fund 226, Park Equipment and Improvements.

Thank you for your consideration. Please feel free to contact me at 763-257-7106 with any questions.



# Memorandum

---

To: Mayor Nelson and Members of the City Council

Cc: Dan Buchholtz, City Administrator

From: George Linngren, Public Works Director

Date: 8/29/2025

Subject: Approval for procuring a maintenance agreement at city hall for HVAC units

I'm requesting approval of a five-year maintenance agreement for the inspection and servicing of all HVAC units at City Hall. We solicited quotes for this work, and the lowest responsible quote was submitted by NAC.

The cost for the first year of the agreement is \$5,065.00. Years two through five will be \$5,571.50 annually, with the option to renew or cancel on a yearly basis.

Thank you for your time and consideration. If you have any questions or would like more details, feel free to reach out to me directly at 763-257-7106.



Building Solutions Since 1984

## **Spring Lake Park City Hall**

### ***Semiannual Maintenance***

#### ***Proposed Service Agreement***

**Date:**

8/11/2025

**Proposal Number:**

P00606

**Prepared For:**

Spring Lake Park City Hall  
1301 81st Avenue Northeast  
Spring Lake Park, Minnesota 55432

**Prepared By:**

Ashley Marrone  
952-261-8531  
ashley.marrone@nacmech.us



1001 Labore Industrial Court, Suite B  
Vadnais Heights, MN 55110

651-490-9868  
651-490-1636 *fax*  
Nac-hvac.com

---

## ***Table of Contents***

---

Executive Summary

Introduction

Services Provided

Maintenance Agreement

Equipment Schedule

RFP Response

Service Provider Profile

Case Study

Terms & Conditions

Safety





1001 Labore Industrial Court, Suite B  
Vadnais Heights, MN 55110

651-490-9868  
651-490-1636 fax  
Nac-hvac.com

## MAINTENANCE AGREEMENT FOR ENVIRONMENTAL SYSTEMS

**Company**

NAC  
1001 Labore Industrial Ct B  
Vadnais Heights, MN 55110

Proposal Date: 8/11/2025

Proposal Number: P00606

Agreement Number:

Ph: 952-261-8531

Fax:

Bill To Identity	Agreement Location
Spring Lake Park City Hall 1301 81st Avenue Northeast Spring Lake Park, Minnesota 55432  Attn:	Spring Lake Park City Hall 1301 81st Avenue Northeast Spring Lake Park, Minnesota 55432  Attn:

NAC will provide the services described in the maintenance program indicated below.

Agreement coverage will commence on 9/1/2025.

The Agreement price is \$5,065.00 per year, Payable upon receipt of invoice. NET 30 days \$2,532.50 per Semi-annual beginning on the effective date of 9/1/2025 through 8/31/2026. Multi-year options are listed below. If signing a single year agreement, annual price increases subject to change according to market.

**Anticipated annual prices:**

- Year 2 Price: \$5,571.50
- Year 3 Price: \$5,571.50
- Year 4 Price: \$5,571.50
- Year 5 Price: \$5,571.50

This Agreement is the property of NAC and is provided for Customer's use only. NAC guarantees the price stated in this Agreement for thirty (30) days from proposal date above. This Agreement is for an initial term of 1 year and shall renew for successive one year terms unless either party gives written notice to the other of intention not to renew thirty (30) days prior to any anniversary date. Upon execution as provided below, this Agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.



1001 Labore Industrial Court, Suite B  
Vadnais Heights, MN 55110

651-490-9868  
651-490-1636 *fax*  
Nac-hvac.com

## Contractor

*Ashley Marrone*

Signature (Authorized Representative)

Ashley Marrone

Name (Print/ Type)

952-261-8531

Phone

8/11/2025

P00606

Date

Proposal #

## Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

Agreement Duration (1-5 Years)

### **Planned Maintenance Program**

This agreement is designed to provide the Customer with an ongoing maintenance agreement. This agreement will be initiated, scheduled, administered, monitored and updated by the Service Provider. The service activities will be directed and scheduled, on a regular basis, by our comprehensive equipment maintenance scheduling system based on manufacturers' recommendations, equipment location, application, type, run time, and Service Provider's own experience. The Customer is informed of the agreement's progress and results on a continuing basis via a detailed Service Report, presented after each service call for Customer's review, approval signature and record.

### **WE WILL PROVIDE THE FOLLOWING PROFESSIONAL MAINTENANCE SERVICES FOR THE BUILDING ENVIRONMENTAL MECHANICAL SYSTEM(S) COMPRISED OF THE EQUIPMENT LISTED ON SCHEDULE 1 (INVENTORY OF EQUIPMENT):**

**TEST AND INSPECT:** On-Site labor, travel labor and travel and living expenses required to visually INSPECT and TEST equipment to determine its operating condition and efficiency. Typical activities include:

\*TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls, combustion and draft; crankcase heaters, control system(s), etc.

\*INSPECTING for worn, failed or doubtful parts; mountings, drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter; steam, water, oil and/or refrigerant leaks, etc.

**PREVENTIVE MAINTENANCE:** On-Site labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust and lubricate equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities include:

\*CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump and float; chiller, condenser and boiler tubes, etc.

\*ALIGNING belt drives; drive couplings; coil fins, etc.

\*CALIBRATING safety controls; temperature and pressure controls, etc.

\*TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

\*ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

\*LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

## ***Tasking***

Scheduled maintenance inspections are performed at various times throughout the year. Tasking Sheets provide an overview of the maintenance to be performed. Below are examples of some of the tasking that may or may not be provided.

### **Exhaust Fan**

#### **Annual Inspection**

- Check fan bearings and lubricate
- Check motor bearings and lubricate
- Check belts for wear; adjust tension or alignment and replace per contract
- Check fan rotation
- Check fan for vibration or excessive noise
- Check and tighten electrical connections
- Check fan blades for cracks or excessive wear
- Check controls and system devices for proper operation
- Check control box for dirt/debris and clean as necessary

### **Make-up Air/Furnace Gas-Fired**

#### **Annual Inspection**

- Check condition of control contacts for wear, pitting and erosion
- Check and verify operating temperatures and controls
- Check and verify belts, replace per contract
- Check and tighten electrical connections, as required
- Lube motors/bearings where applicable
- Check and verify fan wheels - clean as required
- Check and verify air filters, replace or clean per contract
- Check and clean gas burners, where applicable
- Check gas burner operation and inlet gas pressure
- Check heat exchanger for cracks and deterioration, where applicable
- Check exhaust system for proper draft
- Check for any gas leaks
- Check operation of pilot, where applicable
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions

- Check overall condition of unit

## **Ductless Split System**

### **Annual Inspection**

- Check filters if applicable-clean or replace per contract
- Check belts if applicable-adjust and replace per contract
- Check p-trap drain-clean as necessary
- Check evaporator coils for any leaks, clean per contract if applicable
- Check control box for dirt and debris-clean as necessary
- Check fan blades and housing for integrity-clean as necessary
- Check all electrical connections
- Check drain pan, line, and coil for biological growth
- Check condensate pump for proper operation-if applicable
- Check for visible refrigerant/ oil leaks
- Check condenser fan motors operation
- Check condenser coils for any leaks, clean per contract if applicable
- Check general condition of unit

## **RTU DX/Gas Heat**

### **Annual Cooling Inspection**

- Shut unit down and perform LOTO
- Lube all motors/bearings, where applicable
- Check and verify all belts, replace per contract, where applicable
- Check and verify fan wheels
- Check and verify motor supports
- Check and verify and clean condensate pan & drain
- Check and verify condenser coil condition, clean per contract
- Check and verify evaporator coil condition, clean per contract
- Check and verify air filters – replace per contract
- Check and verify and clean outside air intake screens
- Check and verify starters and contact surfaces
- Check and verify and tighten all electrical connections
- Check and verify all safety controls
- Check and verify crankcase heaters

- Check and verify for oil/refrigerant leaks, visual checks
- Check and verify volts/amps of compressors
- Check and verify volts/amps of condenser fan motors, where applicable
- Check and verify operating temperatures
- Check and verify refrigerant charge
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

### **Annual Heating Inspection**

- Shut unit down and perform LOTO
- Lube all motors/bearings
- Check and tighten all electrical connections
- Check and verify starters and contact surfaces
- Check and verify all belts, where applicable
- Check and verify air filters, replace per contract
- Check and verify outside air intake screens
- Check and verify all safety controls
- Check and clean gas burners, where applicable
- Check gas burner operation and inlet gas pressure
- Check heat exchanger for cracks and deterioration, where applicable
- Check for any gas leaks
- Check operation of pilot, where applicable
- Check and verify operating temperatures
- Check and verify all operating controls
- Check and verify all operating parameters
- Check and verify unusual noises/vibrations
- Check and verify cabinetry/hardware conditions
- Check overall condition of unit
- Record any deficiencies found

### **Unit Heater's**

#### **Annual Inspection**

- Brush or vacuum grilles, coils, fan, etc.
- Lubricate fan and motor bearings where applicable
- Check and verify belts, replace per contract

- Check and verify/clean drains, pans, condenser pumps
- Check and tighten electrical connections, as required
- Check and verify all control operations
- Check and verify unit-operating conditions
- Check and verify heat exchanger for leaks where applicable
- Check and verify gas valve and controls where applicable
- Check and verify amps/volts where applicable
- Check and verify filters, replace per contract
- Check and verify fan assembly
- Check and verify motor volts/amps
- Check and verify/adjust belts and sheaves, replace per contract
- Check and verify burner interlock controls
- Check and verify overall operation
- Check and tighten electrical connections
- Check and verify operating controls
- Check and verify hardware and gaskets

## Inventory of Equipment

### Assets

Qty	Equipment	Manufacturer	Model	Serial#	Rating	Location	Area Served
1	Exhaust Fan - Lower Roof - Right Hand Side	Greenheck	G-120-B-6-1-19-X	24426386241	0.13 HP	Lower Roof	
1	Exhaust Fan - Police Garage	Greenheck	G-140-10-VG-1-22-X	24478958	0.26 HP	Police Garage	Police Garage
1	Exhaust Fan - Shooting Range Area	unknown	unknown	unknown	0.12 HP	Shooting Range Area	Shooting Range Area
1	Exhaust Fan - Shooting Range Area - Back of Building	unknown	unknown	unknown	0.12 HP	Shooting Range Area - Back of Building	Shooting Range Area - Back of Building
1	Exhaust Fan - Upper Roof - Middle Section	Greenheck	G-160-10-VG-1-22-X	24478956	0.41 HP	Upper Roof - Middle	
1	Gas Monitor System - (New Police Garage)	Armstrong	1BVC	1BVC-24188		New Police Garage	New Police Garage
1	Gas Monitor System - (Storage Garage)	Armstrong	1BVC	1BVC-24187		Storage Garage	Storage Garage
1	Make Up Air Unit - Gun Range	RuppAir	R3D750-24D		0.5 HP	Gun Range	Gun Range
1	Mini Split System - IT Room	Mitsubishi	TRUYA018KA70 NA	31U047577H1B30	1.5 Ton	Lower Roof	IT Room
1	Trane Air Fit VAV System	Trane					
1	Trane RTU - Lower Roof - (left hand side)	Trane	YSJ150B4SOM06 M4C0A1B300A40 000000000000C0	242412313L	12.5 Ton	Lower Roof - left hand side	
1	Trane RTU - Lower Roof - (middle section)	Trane	YSJ150B4SOH06 M4C0A1B300A40 000000000000C0	242412315L	12.5 Ton	Lower Roof - middle section	
1	Trane RTU - Lower Roof - (right hand side)	Trane	YSJ150B4SOM06 M4C0A1B300A40 000000000000C0	242412314L	12.5 Ton	Lower Roof - right hand side	
1	Trane RTU - Upper Roof - (middle section)	Trane	YSJ102A4SOM05 M4C0A1B300A40 000000000000B0	242011658L	8.5 Ton	Upper Roof - middle section	
2	Unit Heaters - Main Entry & Police Entry	unknown	unknown	unknown	1	Main Entry & Police Entry	Main Entry & Police Entry
2	Unit Heaters - New Police Garage	Reznor	UDZ-60	BVJ3062138359	1 BTU	New Police Garage	New Police Garage
2	Unit Heaters - North Garage Storage - (two older units, need to be replaced)	Reznor	XL-170-5	AMK31H3N68521	1 BTU	North Garage Storage	North Garage Storage
2	Unit Heaters - Old Police Garage	Reznor	UDZ-60	BVJ3062138387	1 BTU	Old Police Garage	Old Police Garage



## Your Mechanical Investment

### Asset Maintenance Schedule

#### Assets

Qty	Unit Desc.	Type	(Spring)	(Summer)	(Fall)	(Winter)	Coil Cleaning	Annual Filter Changes	Annual Belt Changes
1	Exhaust Fan - Lower Roof - Right Hand Side	FAN-EX	1	0	1	0	0	0	0
1	Exhaust Fan - Police Garage	FAN-EX	1	0	1	0	0	0	0
1	Exhaust Fan - Shooting Range Area	FAN-EX	1	0	1	0	0	0	1
1	Exhaust Fan - Shooting Range Area - Back of Building	FAN-EX	1	0	1	0	0	0	1
1	Exhaust Fan - Upper Roof - Middle Section	FAN-EX	1	0	1	0	0	0	0
1	Gas Monitor System - (New Police Garage)	MISC-EQUIP	1	0	1	0	0	0	0
1	Gas Monitor System - (Storage Garage)	MISC-EQUIP	1	0	1	0	0	0	0
1	Make Up Air Unit - Gun Range	M-AIR-GAS	1	0	1	0	0	0	0
1	Mini Split System - IT Room	SPLT-DCTLSS	1	0	1	0	1	0	0
1	Trane Air Fit VAV System	MISC-EQUIP	1	0	1	0	0	0	0
1	Trane RTU - Lower Roof - (left hand side)	PKG-DX-GAS	1	0	1	0	1	2	1
1	Trane RTU - Lower Roof - (middle section)	PKG-DX-GAS	1	0	1	0	1	2	1
1	Trane RTU - Lower Roof - (right hand side)	PKG-DX-GAS	1	0	1	0	1	2	1
1	Trane RTU - Upper Roof - (middle section)	PKG-DX-GAS	1	0	1	0	1	2	1
2	Unit Heaters - Main Entry & Police Entry	MIS-UHTR-ELC-B	1	0	1	0	0	0	0

2	Unit Heaters - New Police Garage	MIS- UHTR- GAS	1	0	1	0	0	0	0
2	Unit Heaters - North Garage Storage - (two older units, need to be replaced)	MIS- UHTR- GAS	1	0	1	0	0	0	0
2	Unit Heaters - Old Police Garage	MIS- UHTR- GAS	1	0	1	0	0	0	0

## Service Provider Profile

- NAC would be well suited to handle Spring Lake Park City Hall's multiple site/different application buildings based on our current portfolio of companies we partner with. We have the staff size to accommodate any emergencies that may arise, along with the expertise and knowledge in the industry to execute your preventative maintenance plans and service in a timely matter to ensure all equipment is being taken care of.
- NAC is planning on performing preventative maintenance to all factory recommendations per piece of equipment.
- NAC will provide a detailed report of all major equipment after each spring and fall visit.

## GENERAL TERMS AND CONDITIONS

- The Terms and Conditions herein contain the entire agreement and shall become a valid contract after acceptance by CUSTOMER, OWNER, MANAGER, OR OCCUPANT (Hereinafter referred to as "Customer"). Authorization and/or performance of the work shall be evidence of acceptance of the Terms and Conditions and shall be considered a contract. By allowing Company to begin work, Customer representative certifies that they are duly authorized to bind the Customer to agree to these Terms and Conditions. Unless specifically agreed to in writing by authorized personnel of Api HVAC SERVICES, INC ("Company") including Grunau Company, Metropolitan Mechanical Contractors (MMC), Northern Air (NAC), Tessier's, no additional or different terms and conditions shall be accepted or incorporated by reference to the contract including Customer's, purchase orders, contracts, or related terms and conditions. If any provision hereof shall be invalid, the remaining provisions shall survive and be enforceable against the parties. The laws of the state where the work is performed shall govern. This Agreement supersedes all prior agreements.
- All work will be conducted first shift, Monday through Friday, excluding holidays. Work outside of the first shift shall be at the prevailing overtime timerates.
- Except as provided within this proposal, the Company does not guarantee or warranty other existing equipment or systems of Customer's including suitability, performance, and compliance with all applicable codes. Company will not be required to move, replace or alter any part of the building structure in the performance of this work except as provided within the proposal.
- Upon approved Open Credit by the Company, Invoices are due upon receipt and shall not be subject to receipt of payment from another party. Company will invoice in accordance with the proposal, or upon completion of the services.
- Customer shall pay, in addition to the proposal or quoted price, all taxes which are required by the prevailing statutes and service fees for creditcard payments.
- In the event the Customer fails to pay invoices when due, Customer agrees to pay in addition to the invoice an amount equal to 1.5% per month on the unpaid balance or the maximum allowed by law. In addition, Customer, agrees to pay all cost of collection including court costs and attorney fees. Company may, at their option, terminate the contract and in any event, will not be obligated to perform any additional work until past due payments have been received.
- No DBE, MWBE or other minority program participation goals or requirements are included or inferred unless specifically stated in the proposal.
- Customer shall be responsible for all systems and equipment not within the scope of the work as defined in the proposal. The Customer shall maintain and promptly correct or repair deficiencies (or cause them to be corrected), damaged parts, or impairments found while performing the services or work. Repairs shall be performed by qualified personnel or a qualified contractor.
- Authorized Company personnel shall be admitted into all areas of the premises and allowed to start and stop equipment for the purpose of executing the scope of work. Appropriate notice will be given.
- Customer shall provide a safe work environment and provide notice of all known hazards related to the scope of work and shall promptly notify Company of any conditions that may impact the scope of the work. Customer shall make available to Company's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA'S Hazard Communication Standard Regulations.
- Company's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substances, hazardous wastes, or hazardous materials. In the event such substances, wastes and materials are encountered, Company's sole obligation will be to notify the Customer of their existence. Company shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed.
- The parties agree that if the Company is hindered or delayed at any time in the commencement or progress of the work, the Company shall be entitled to an extension of the time. Furthermore, additional compensation will be sought for increased costs associated with a delay outside of the control of the Company.
- This Agreement may not be assigned by Customer without the written consent of the Company.
- Customer shall obtain the type and amount of insurance coverage which it determines necessary and agrees to require its insurance policies to be endorsed so as to waive all rights of subrogation against Company.
- TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANY, SUBSIDIARIES AND AFFILIATES, (HEREINAFTER REFERRED TO AS "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES") ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE

OR FAULT OF CUSTOMER. FURTHER AND NOTWITHSTANDING THE PRECEDING SENTENCE, COMPANY SHALL BE HELD HARMLESS AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY CLAIMS, LIABILITIES, DAMAGES, LOSSES AND EXPENSES RELATED TO MOLD OR THE CREATION OF MOLD AT CUSTOMER'S LOCATION(S) AND SHALL HAVE NO OBLIGATION TO TREAT, IDENTIFY OR REMOVE SUCH MOLD.

- The Company provides a one-year warranty (parts and labor) on all new installations of equipment or systems unless otherwise outlined in the proposal letter. The Company warrants all service and repairs for 90 days from completion of the work. The Company uses only new parts for replacement purposes and shall pass through to Customer the manufacturer's warranty. The Company's labor and other costs for replacement of warranty parts outside of the aforementioned warranty periods is not covered by the manufacturer's warranty and as such shall be invoiced separately at Company's prevailing rates or on a separately quoted basis. THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT COMPANY IS NOT AN INSURER, THAT CUSTOMER SHALL OBTAIN THE TYPE AND AMOUNT OF INSURANCE COVERAGE WHICH IT DETERMINES NECESSARY, AND THAT THE AMOUNTS PAYABLE TO THE COMPANY HEREUNDER ARE BASED UPON THE VALUE OF SERVICES RENDERED AND ARE UNRELATED TO THE VALUE OF CUSTOMER'S PROPERTY, THE PROPERTY OF OTHERS LOCATED ON CUSTOMER'S PREMISES, OR ANY POTENTIAL LIABILITY OR DAMAGE TO CUSTOMER ARISING OUT OF THE WORK PERFORMED BY COMPANY. CUSTOMER ACCORDINGLY AGREES THAT THE SOLE AND EXCLUSIVE LIABILITY OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES AND AGENTS ARISING OUT OF OR IN ANY WAY RELATING TO OR CONNECTED WITH THE WORK PERFORMED BY THE COMPANY SHALL BE LIMITED TO THE PRICE OF THE WORK PERFORMED BY THE COMPANY OR \$10,000, WHICHEVER IS LESS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, EXPENSES OR LIABILITIES OF ANY KIND, INCLUDING ATTORNEY'S FEES, (HEREINAFTER REFERRED TO AS "DAMAGES"), SUSTAINED BY CUSTOMER OR ANY OTHER PARTY CLAIMING BY OR THROUGH CUSTOMER, AND SHALL APPLY REGARDLESS OF WHETHER SUCH "DAMAGES" ARE ACTUALLY OR ALLEGEDLY CAUSED BY NEGLIGENCE, PRODUCT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION STANDARD OR RULE OR OTHER FAULT OF COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES AND AFFILIATES.
- Neither party shall be liable for any special, indirect, incidental, consequential, or liquidated, penal or any economic damages or any character, including but not limited to loss of use of Customer's, property, loss of profits or loss of production, whether claimed by owner, manager, or occupant, or any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise.
- Any legal action against the Company shall be commenced within (1) year from the date of the work.
- The annual Agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or seasonal start-up indicates repairs are required, a quotation will be submitted for Customer's approval. Should Customer not authorize the repairs, Company may remove the unacceptable system(s), component(s), or part(s), from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement.
- The annual Agreement price is subject to adjustment on each commencement anniversary to reflect increases in labor, material and other costs.
- Customer shall permit only Company's personnel or agent to perform the work included in the scope of this Agreement. Should anyone other than Company's personnel perform such work, Company may, at its option, cancel this Agreement or eliminate the involved item of equipment from inclusion in this Agreement.
- Company expressly disclaims any and all responsibility and liability for the indoor air quality of the customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with the Company's work under this agreement.
- Due to current volatility in raw material pricing and possibility of tariffs, this proposal is based upon current market value. We reserve the opportunity to re-evaluate our proposal at the time of award based upon material pricing and tariffs at that time

Rev (2.6.25)

---

## ***Introduction***

---

### **Service Makes Sense**

The value of professional service cannot be underestimated. After all, the protection of your building's assets is critical to the operation of your business and the well-being of your employees.

A professional maintenance program keeps your building healthy and running at peak efficiency. Think of it as a "physical" for your facility. Regularly scheduled maintenance ensures environmental consistency. It makes work areas more comfortable and extends the life of your heating and cooling systems. A service agreement tailored to your specific facility also allows you to identify and address minor performance issues before they lead to catastrophic repairs and/or replacement.

NAC approach to service includes transparency. You'll receive a technical "menu" of the prescribed services and associated costs, along with a maintenance schedule tailored to your facility. We'll also provide a detailed explanation of the service performed.

More than 80% of the overall owning and operating costs of your facility will occur AFTER construction, which is why a professionally administered maintenance program is imperative to the ongoing performance of your building. The financial and technical risks of not performing regular service are many, so why chance it?

NAC is dedicated to providing customized, professional maintenance programs that take the guesswork out of protecting your valuable assets.

YOU focus on the destination. Let us help you along the journey.

---

## ***Executive Summary***

---

Dear ;

Thank you for taking the time to meet with NAC and giving us the opportunity to provide this proposal for mechanical systems services.

Our vision and mission is to be the professional provider of comprehensive solutions and services for facilities.

We are committed to finding innovative solutions to meet the specific needs of every customer.

Each proposal is designed to match your specific needs with our capabilities and provide you with reduced overall costs, improved equipment efficiency, better comfort, extended equipment life and general peace of mind, related to the HVAC systems.

After careful survey of your mechanical systems, we present the following recommendations for system improvements and planned preventive maintenance.

Thank you again for your time, we look forward to working with you!

Respectfully,

NAC  
Ashley Marrone



City of Spring Lake Park  
Engineer's Project Status Report

To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 9.2.25 Meeting**  
File No.: R:\client\municipal\spring\_lake\_park\_ci\_mn (18GEN)

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

**2025 MS4 Permit and SWPPP Update (193801776 Task 450).** Pond, structural BMP, and outfall inspections are due annually. Program analysis and annual training is due by December. Annual meetings are usually held in June but can be held anytime. Annual Reports to the MPCA are generally due in June. Part 1 of new Permit Application was submitted on April 17, 2025. MPCA requires documentation of partnerships with the watershed districts regarding construction inspections. MPCA Audit of MS4 Permit compliance was held on August 12<sup>th</sup>. *Follow-up information is due to the MPCA on September 5<sup>th</sup>.*

**2024 Sanburnol Drive NE, Elm Drive NE, and 83<sup>rd</sup> Avenue NE (193806347).** *Project close-out and Final Payment can be processed.*

**2025 Street 79<sup>th</sup> Avenue and Taylor Street NE Mill and Overly Project (193807275).** The project includes 79<sup>th</sup> Avenue (Able St. to TH-65) and Taylor Street NE (79<sup>th</sup> Ave. to Osborne Rd.). Contractor is North Valley Inc. *Project is essentially complete (except for seeding).*

**Future Water Tower Painting Project (19380xxxx).** The CIP includes rehabilitation of the coatings on the Able and Arthur water towers in 2027 and 2028. The Administrator submitted a PPL application for possible State of MN DWRF financing. *Next step is to submit an IUP application.*

**1-Year Warranty Televising for 2023-2024 Sanitary Sewer Lining Project (193805871).** *A sewer lateral cleaning and grouting project will be necessary in 2026 or 2027.*

**2025 Seal Coat and Crack Repair Project (193807361).** Includes streets north of Osborne Rd, east of Monroe St., and west of TH-65. Will also include Univ. Service Dr. and Terrace Road north of 81<sup>st</sup> Ave. Contractor was Allied Blacktop. *Project is essentially complete.*

**Storm Sewer Lining Project.** The Public Works Director presented storm sewers lining project quote for a liner on Theoren terrace on 7/7/25. *Lining will be completed later this fall.*

**Storm Sewer Televising Project.** *The Public Works Director is working on getting storm sewer televising and inspection quotes to have information to use for evaluating future lining projects.*

**Terrace Park Improvements Project (193807324).** The Parks and Recreation Director presented quote results for the 2025 court resurfacing project at the August 4<sup>th</sup> City Council meeting. *Construction will begin in September.*

**2026 Anoka County Highway 10 Paving Project:** *Anoka County is planning to repave Co. Rd. 10 between Able St. NE and Pleasant View Dr. in 2026. The construction will require closing Co. Rd. 10.*

Please contact Evan Monson, Bruce Paulson, Zach Naslund, Eric Stommes, or me if you have questions or require additional information.