



**CITY COUNCIL REGULAR AGENDA**  
**MONDAY, APRIL 18, 2022**  
**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 - April 4, 2022 City Council Meeting
  - [B.](#) Approval of Claims - March 2022 General Disbursement - \$303,508.61
  - [C.](#) Resolution 22-19, Accepting In-Kind Donation
  - [D.](#) Contractor's Licenses
  - [E.](#) Sign Permits
- 7. DEPARTMENT REPORTS**
  - [A.](#) Police Report
  - [B.](#) Recreation Report
- 8. PUBLIC HEARINGS**
  - A. Hearing on Revocation of Rental Housing License - 584 78th Avenue NE
- 9. ORDINANCES AND/OR RESOLUTIONS**
  - [A.](#) Ordinance No. 479, Establishing a Moratorium Temporarily Prohibiting Approval of Building Permits Requiring Site Plan Review Under Section 16.20.060 of the City Code
  - [B.](#) Resolution No. 22-20, Approving Rental License Revocation for 584 78th Avenue NE
- 10. NEW BUSINESS**
  - [A.](#) MnDOT Master Partnership Contract (MPC) for FY 2023-2027
  - [B.](#) Authorize Public Works Hiring Process
- 11. REPORTS**
  - A. Attorney Report
  - [B.](#) Engineer Report
  - C. Engineer Report
- 12. OTHER**
  - [A.](#) Correspondence
- 13. ADJOURN**

**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 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.

## **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 Regular was held on April 4, 2022 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 Ken Wendling  
Councilmember Brad Delfs  
Councilmember Barbara Goodboe-Bisschoff  
Councilmember Lisa Dircks

#### MEMBERS ABSENT

Mayor Bob Nelson

#### STAFF PRESENT

Building Official Jeff Baker, Public Works Director Terry Randall, Police Chief Josh Antoine, City Attorney John Thames, Administrator Daniel Buchholtz.

#### VISITORS

None

### 3. PLEDGE OF ALLEGIANCE

### 4. ADDITIONS OR CORRECTIONS TO AGENDA

### 5. DISCUSSION FROM THE FLOOR

### 6. CONSENT AGENDA

- A. Approval of Minutes – March 21, 2022 Council Meeting
- B. Contractor's License
- C. Temporary Intoxicating Liquor License Application for Tower Days – Spring Lake Park
- D. Public Right-of-Way Application – Centerpoint Energy

Motion made by Councilmember Goodboe-Bisschoff to approve the Consent Agenda.

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

## 7. DEPARTMENT REPORTS

### A. Public Works Report

Public Works Director Randall stated that the Department plowed twice in March. He stated that staff trimmed the trees behind the Arthur Street Water Tower. He is looking to dredge the holding pond on Arthur Street during the spring.

He reported that street sweeping will begin on Monday, April 11, 2022, and hydrant flushing will begin April 18, 2022 and run for two weeks.

### B. Code Enforcement Report

Building Official Baker provided an update on the Suite Living Project. Mr. Baker stated that the HyVee Gas Station Fresh & Fast has finalized the kitchen remodel.

## 8. NEW BUSINESS

### A. Accept City Hall Building Pre-Design Proposal from Stantec

Administrator Buchholtz provided some background information on the City hall Facility, which included the space needs study done by Leo A. Daly. He said the Pre-design Proposal will build off of that study. He stated that the current building has some issues that need to be addressed. He noted the issues currently faced are lack of work space, lack of meeting rooms, lack of restrooms that are also not ADA compliant. He said there are safety issues and issues with the mechanical and electrical systems.

He noted the formal report will make recommendations on the current condition of the building and its deficiencies. The report will also focus on the future needs of the facility. Mr. Buchholtz stated that Stantec would provide two preliminary designs, with one option including expanding the police range. The project is not to exceed \$17,500 with an additional \$500.00 for reimbursable direct expenses for a total project cost of \$18,000.00.

Councilmember Goodboe-Bisschoff inquired whether this project should go out for bids. Buchholtz stated that the work can be done under the existing contract. He said that since he was unsure of the Council's timeline it would be easier to work under the contract with Stantec.

Councilmembers clarified that the project was not a rebuilding of the building but just a redesign of the building with a possible additional 10 feet to the gun range. Councilmember Dircks stated that the object of the proposal was to figure out options and come up with a cost estimate.

Administrator Buchholtz said that Stantec would give an idea of what the external building would look like as well as what the internal rooms and layout would look like.

Motion made by Councilmember Goodboe-Bisschoff to Table Accepting City Hall Building Pre-Design Proposal from Stantec.

Voting Aye: Councilmember Goodboe-Bisschoff. Voting Nay: Councilmember Delfs, Councilmember Dircks, Acting Mayor Wendling. Motion Failed 3-1.

Motion made by Councilmember Goodboe-Bisschoff to Deny Accepting City Hall Building Pre-Design Proposal from Stantec.

Voting Aye: Councilmember Goodboe-Bisschoff. Voting Nay: Councilmember Delfs, Councilmember Dircks, Acting Mayor Wendling. Motion Failed 3-1.

Muton made by Councilmember Delfs to Accept City Hall Building Pre-Design Proposal from Stantec.

Voting Aye: Councilmember Delfs, Councilmember Dircks, Acting Mayor Wendling. Voting Nay: Councilmember Goodboe-Bisschoff. Motion carried 3-1.

## 9. REPORTS

- A. Attorney Report -- No report
- B. Engineer Report – No further report
- C. Administrator Report

Administrator Buchholtz pointed out the letter from Chief Antoine that was distributed to the residents around the High School notifying them of the parking restriction being lifted for a function at the school on Wednesday, April 6, 2022. He stated that the Planning Commission tabled the car wash project until further information was provided on traffic and noise studies.

Mr. Buchholtz informed the Council that the April Planning Commission meeting will be held and the Commissioners will be discussing an Ordinance Amendment on Exterior Building Materials in Commercial and Industrial Districts.

## 10. OTHER

- A. Beyond the Yellow Ribbon Report

Acting Mayor Wendling reported that the Beyond the Yellow Ribbon Committee had a successful pork chop night at their monthly dinner on March 28.

- B. Correspondence

**11. ADJOURN**

Motion made by Councilmember Delfs to Adjourn.

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

The meeting was adjourned at 7:31 PM.

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Kenneth Wendling, Acting Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer

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

Date: March 2022  
Page: 1  
Claim Res. #22-05

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71616	JOSH ANTOINE	CELL PHONE REIMBURSEMENT	\$ 50.00
71617	CARSON, CLELLAND & SCHREDER	ATTORNEY FEES	\$ 8,280.49
71618	CENTERPOINT ENERGY	MONTHLY UTILITIES	\$ 2,590.84
71619	CINTAS	FLOOR MATS	\$ 92.23
71620	CONNEXUS ENERGY	MONTHLY UTILITIES-STREET LIGHTS	\$ 9.49
71621	CORE & MAIN LP	METERS	\$ 1,395.68
71622	ECM PUBLISHERS, INC	PH-2022 STREET IMPROVEMENT PROJECT	\$ 182.75
71623	GOPHER STATE ONE-CALL INC	LOCATES	\$ 17.55
71624	INSTRUMENTAL RESEARCH INC	FEB WATER TESTING	\$ 80.00
71625	J.P. COOKE CO.	PET TAGS	\$ 76.20
71626	LEE'S HEATING & AIR	TERRACE WATER PLANT HEATER	\$ 1,600.00
71627	MANSFIELD OIL COMPANY	UNLEADED FUEL	\$ 1,233.32
71628	MARCO	QUARTERLY SERVICE-COPIER	\$ 766.20
71629	JILL MASON	RECREATION INSTRUCTOR (JAN/FEB CLASSES)	\$ 380.00
71630	METROPOLITAN COUNCIL	WASTEWATER PMNT	\$ 48,922.81
71631	MICHAEL AGERBECK	REFUND OF PERMIT	\$ 70.06
71632	NICKIE WELSH	RECREATION CLASSES--JANUARY	\$ 60.00
71633	NYSTROM PUBLISHING CO	NEWSLETTER (JAN-APRIL)	\$ 2,718.24
71634	OPG-3, INC.	LASERFICHE UPGRADE	\$ 2,599.38
71635	CITY OF SPRING LAKE PARK--PETTY CASH	RECREATION PETTY CASH REIMBURSEMENT	\$ 348.74
71636	REVOLUTIONARY SPORTS	RECREATION CLASSES--WINTER	\$ 1,402.50
71637	JEFF SANDINO	RECREATION CLASS	\$ 256.00
71638	SHRED-IT USA	SHREDDING SERVICES	\$ 248.74
71639	SLP FIRE DEPT	FIRE PROTECTION--MARCH 2022	\$ 21,260.00
71640	STANTEC	MUNI STATE AID, ENGINEER SERV, SEAL COAT	\$ 10,741.17
71641	STEWART FAMILY REVOCABLE LIVING TRUST	UTILITY REFUND	\$ 50.00
71642	THE TOONIES	DEPOSIT FOR 2 PERFORMANCES	\$ 750.00
71643	TOLL GAS & WELDING SUPPLY	COMPRESSES OXYGEN, EQUIPMENT	\$ 771.33
71644	VOIGT'S BUS COMPANIES	BUS DEPOSIT-COMO ZOO, BUNKER BEACH	\$ 300.00
71645	WALTERS RECYCLING & REFUSE SERVICES	MONTHLY RECYCLING SERVICE FEE	\$ 10,137.27
71646	XCEL ENGERY	MONTHLY UTILITIES	\$ 3,753.94
71647	AMERITAS	PAYROLL	\$ 29.08
71648	CENTRAL PENSION FUND	PAYROLL	\$ 1,040.04
71649	DEARBORN LIFE INS COMPANY	PAYROLL	\$ 250.85
71650	DELTA DENTAL	PAYROLL	\$ 1,519.78
71651	L.E.L.S	PAYROLL	\$ 325.00
71652	LOCAL 49	PAYROLL	\$ 105.00
71653	MN CHILD SUPPORT	PAYROLL	\$ 205.81
71654	NCPERS GROUP LIFE INS	PAYROLL	\$ 40.00
71655	PREFERRED ONE INS COMPANY	PAYROLL	\$ 16,144.39
71656	AMAZON CAPITAL SERVICES	SUPPLIES	\$ 429.91
71657	ANOKA COUNTY TREASURY	2022 JLEC SHARED COSTS	\$ 15,537.00
71658	ANOKA COUNTY TREASURY	LANGUAGE LINE	\$ 20.60
71659	ASPEN MILLS	UNIFORM ALLOWANCE, RANGE EQUIPMENT	\$ 600.99
71660	AT&T MOBILITY	CELL PHONE SERVICES	\$ 601.22
71661	AT&t MOBILITY	CELL PHONE SERVICES	\$ 342.45
41662	CAROUSEL MOTOR GROUP	AUTO SERVICE REPAIR	\$ 110.00
71663	CENTERPOINT ENERGY	MONTHLY UTILITIES	\$ 2,767.10

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

Date: March 2022  
Page: 3  
Claim Res. #22-05

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
71712	CINTAS	FLOOR MATS	\$ 184.46
71713	CMI, INC	OPERATING SUPPLIES-BREATH TEST GAS	\$ 215.33
71714	COMM-WORKS, LLC	PARK CAMERA MONITORING	\$ 125.00
71715	COMPUTER INTEGRATION TECHNOLOGIES	CONTRACT SERVICES	\$ 3,614.00
71716	CONQUER NINJA GYM	2022 SPRING BREAK OUTING	\$ 154.00
71717	COORDINATED BUSINESS SYSTEMS LTD	MAITENANCE AGREEMENTS	\$ 869.53
71718	ECM PUBLISHERS, INC	PUBLIC HEARING	\$ 107.50
71719	GRAINGER INC	BLOWER MOTOR	\$ 328.40
71720	HACH COMPANY	CHEMICALS	\$ 416.16
71721	IDC AUTOMATIC	MAITENANCE	\$ 542.76
71722	JONAH & THE WHALES	TOWER DAYS ENTERTAINMENT	\$ 1,000.00
71723	LEAGUE OF MN CITIES	SAFETY & LOSS CONTROL WRKSHOP	\$ 20.00
71724	MICHAEL LEDMAN	YOGA CLASSES	\$ 472.50
71725	LEE'S HEATING & AIR	PARTS & LABOR	\$ 600.00
71726	MANSFIELD OIL COMPANY	FUEL	\$ 2,264.80
71727	MCCLELLAN SALES INC	SUPPLIES	\$ 426.53
71728	MINNEAPOLIS SAW	SUPPLIES	\$ 25.06
71729	MN DEPT OF HEALTH	QTR WATER CONNECTION FEE	\$ 5,358.00
71730	MUNICIPAL CODE CORPORATINO	SOFTWARE LICENSE/SUBSCRIPTION RENEWAL	\$ 6,000.00
71731	OFFICE DEPOT	OFFICE SUPPLIES	\$ 19.28
71732	PETERSON INVESTMENTS OF SP LK PK	OVERPMNT REFUND	\$ 2.52
71733	PITNEY BOWES	POSTAGE MACHINE	\$ 307.90
71734	RECYCLE TECHNOLOGIES	RECYCLING EVENTS	\$ 3,147.20
71735	SYMBOL ARTS	NEW ISSUE BADGES--CHIEF/CITY ADMIN	\$ 110.00
71736	TASC	COBRA--ADMIN FEE	\$ 30.08
71737	TOLL GAS &WELDING SUPPLY	COMPRESSED GAS--ARGON	\$ 63.03
71738	TRI STATE BOBCAT INC	PARTS	\$ 291.30
71739	U.S. POSTMASTER	FEE RENEWALS	\$ 530.00
71740	USS MINNESOTA ONE MT LLC	SOLAR	\$ 7,453.90
71741	KENNETH A. TOLZMANN, SAMA	1ST QTR ASSESSMENT FEE	\$ 9,446.25
71742	ALLISON CURTIS	RED CROSS BABYSITTER TRAINING COURSE	\$ 670.00
71743	ANOKA COUNTY	2022 PROPERTY TAXES	\$ 9,272.73
71744	JOSH ANTOINE	CELL PHONE REIMBURSEMENT	\$ 50.00
71745	COTTENS INC	BLASTER GARAGE DOOR SPRAY	\$ 9.99
71746	MINNEAPOLIS SAW	SUPPLIES	\$ 110.76
71747	HOME DEPOT CREDIT SERVICES	SUPPLIES	\$ 114.27
71748	TOLL GAS &WELDING SUPPLY	SUPPLIES	\$ 220.96
71749	VALLEY-RICH CO., INC.	SERVICES FOR WATER MAIN BREAKS	\$ 18,640.98
71750	WATER CONSERVATION SERVICE INC	LEAK LOCATES	\$ 957.33
71751	XCEL ENGERY	MONTHLY UTILITIES	\$ 761.40
<b>TOTAL DISBURSEMENTS</b>			<b>303,508.61</b>



WHEREAS,

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

WHEREAS,

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

\_\_\_\_\_  
\_\_\_\_\_

are proper.

NOW, THEREFORE BE IT RESOLVED:

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

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

Councilmembers:

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

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

**CITY OF SPRING LAKE PARK, MINNESOTA**

**RESOLUTION NO. 22-19**

**RESOLUTION ACCEPTING IN-KIND DONATION**

**WHEREAS**, Spring Lake Park Hy-Vee graciously offered an in-kind donation to the Spring Lake Park Police Department to provide 50 box lunches for a volunteer appreciation meal after the Tower Days Parade.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Spring Lake Park hereby accepts the in-kind donation and expresses the gratitude of the members of the Police Department and citizens of Spring Lake Park to Spring Lake Park Hy-Vee for its generous donation.

The foregoing Resolution was moved for adoption by Councilmember .

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

And the following voted against the same:

Whereupon the Mayor declared said Resolution duly passed and adopted this the 18th day of April, 2022.

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, Administrator



## Memorandum

To: City Administrator Dan Buchholtz  
From: Chief Josh Antoine  
Date: 4/12/2022  
Subject: Tower Days Parade Volunteer Food Donation

City Administrator Buchholtz,

Every year after the Tower Days Parade we have volunteer Reserves and Explorers from our Police Department as well as the Blaine Police Department, Fridley Police Department, and the Anoka County Sheriff's Office assist in the important task of traffic control and crowd control during the parade. Without these volunteers from our agency as well as outside agencies, we would not be able to staff the many locations where an officer would be needed during the parade. As a thank you to these volunteers the police department puts on an appreciation meal after the parade for these volunteers. This year I reached out to the HyVee Grocery store in the City of Spring Lake Park to get a catering cost for this meal. After speaking with Manager Gerad Curry with HyVee Grocery he has indicated that HyVee Grocery would like to donate fifty box lunches to the Police Department for this meal. The police department would pick up any additional box lunches if our volunteer and officer numbers are over fifty lunches.

I am requesting that a resolution for the City Council be drafted for the acceptance of this generous donation from HyVee for the volunteer meal after the Tower Days Parade.

Thank you,  
Chief Antoine

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

## Contractor's Licenses

April 18, 2022

### Blacktopping Contractor

Aurora Asphalt & Concrete

### Concrete Contractor

Aurora Asphalt & Concrete

### General Contractor

Benson-Orth Associates, Inc.

Patrick Miller Construction

Northland Fence

Summit Installations, LLC.

### Mechanical Contractors

All Pride Plumbing, Inc.

Go Fetsch Mechanical, LLC.

Horwitz, LLC.

Standard Heating & Air Conditioning, Inc.

Genz Ryan Plumbing & Heating, Co.

Harris St. Paul, Inc.

Northern Heating & Air Conditioning, Inc.

St. Cloud Refrigeration dba SCR

### Plumbing Contractors

All Pride Plumbing, Inc.

Genz Ryan Plumbing & Heating, Inc.

Harris St. Paul, Inc.

Jim Morrison Plumbing, Inc.

Palen Kimball, LLC.

Bartylla Plumbing & Heating, Inc.

Go Fetsch Mechanical, LLC.

Horwitz, Inc.

Northern Heating & Air Conditioning, Inc.

Steinkraus Plumbing, Inc.

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

## Contractor's Licenses

April 18, 2022

### Roofing Contractor

Kuehn Roof Systems, Inc.

### Tree Contractor

Arbor Barber

Minnesota Tree Experts

Rainbow Treecare

Vineland Tree Care

Asplundh Tree Expert, LLC.

Northeast Tree, Inc.

Sorenson Tree Service

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

Sign Permits

April 18, 2022

Harvest Intercontinental Church  
8485 Plaza Blvd.



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

Sign Permit Application

DATE: 3/29/22

NAME OF APPLICANT: CROSSTOWN SIGN INC

ADDRESS OF APPLICANT: 16307 ABERDEE HAWLAKE MN 55304

TELEPHONE NUMBER OF APPLICANT: 763-784-7742

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected HARVEST INTERCONTINENTAL CHURCH SUITED 8485 PLAZA BLVD

New Construction:  Remodel:  Word Change Only:

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

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

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

Name of person, firm or corporation erecting the structure: HARVEST INTERCONTINENTAL CHURCH

Address: 8485 PLAZA BLVD

Is an Electrical Permit required? NO

I, the undersigned applicant, do further make the following agreement with the City of Spring Lake Park Mn:

- 1) To authorize and direct the City of Spring Lake Park to remove and dispose of any signs and sign structures on which a Permit has been issued but which was not renewed, if the owner does not remove the same within thirty (30) days following the expiration of the Permit.
- 2) To authorize and direct the City of Spring Lake Park to remove said sign and sign structure, at the expense of the applicant, where maintenance is not furnished, but only after a hearing and after notice of sixty (60) days, specifying the maintenance required by the City.
- 3) To provide any other additional information which may be required by the Building Inspection Department.

SIGNATURE OF APPLICANT

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

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

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

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

**ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:**

SQUARE FOOTAGE OF FRONT OF BUILDING: ~~2176~~ 5747<sup>WEST ELEVATION</sup>

SQUARE FOOTAGE OF ALL EXISTING SIGNS: ~~70 SF~~ 1038<sup>WEST ELEVATION</sup>

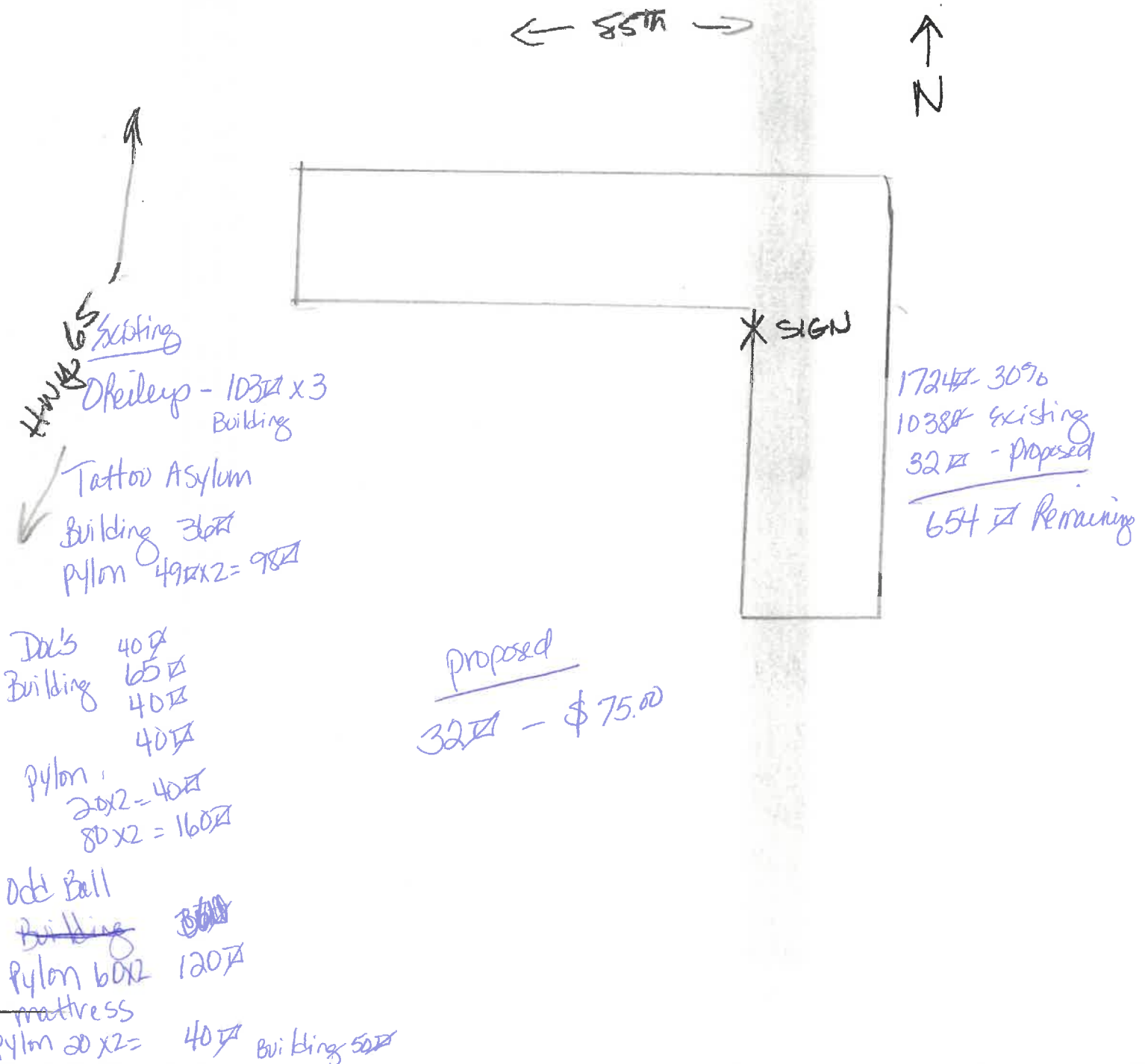
SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 32

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

**DRAWING:**





**Gary Powell**

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**From:** J. Walter Urey [jwalterurey@gmail.com]  
**Sent:** Friday, March 25, 2022 12:57 PM  
**To:** Gary Powell  
**Subject:** Fwd: Sign for Unit D/Church

Hello Gary

Below is the approval letter from the property owners.

Thanks for your help.

----- Forwarded message -----

**From:** **Brian and Peter Lunseth** <lunsethproperties@gmail.com>  
**Date:** Thu, Mar 24, 2022, 5:04 PM  
**Subject:** Sign for Unit D/Church  
**To:** J. Walter Urey <jwalterurey@gmail.com>

Hi Walter,

We (Peter & Brian, owners of Lunseth Properties LLC) give our approval for Harvest Intercontinental Church Minneapolis to apply for a sign replacement that meets City/County approval, to be installed on the upper portion of Unit D at 8485 Plaza Blvd NE, Spring Lake Park.

Thanks,  
Peter & Brian

4' X 8'

327



# Harvest Intercontinental Church

Minneapolis, MN

SERVICE TIME: SUNDAY 10:30 AM -12:00 PM

"A WORLD WHERE NO ONE LIVES OR DIES WITHOUT CHRIST"

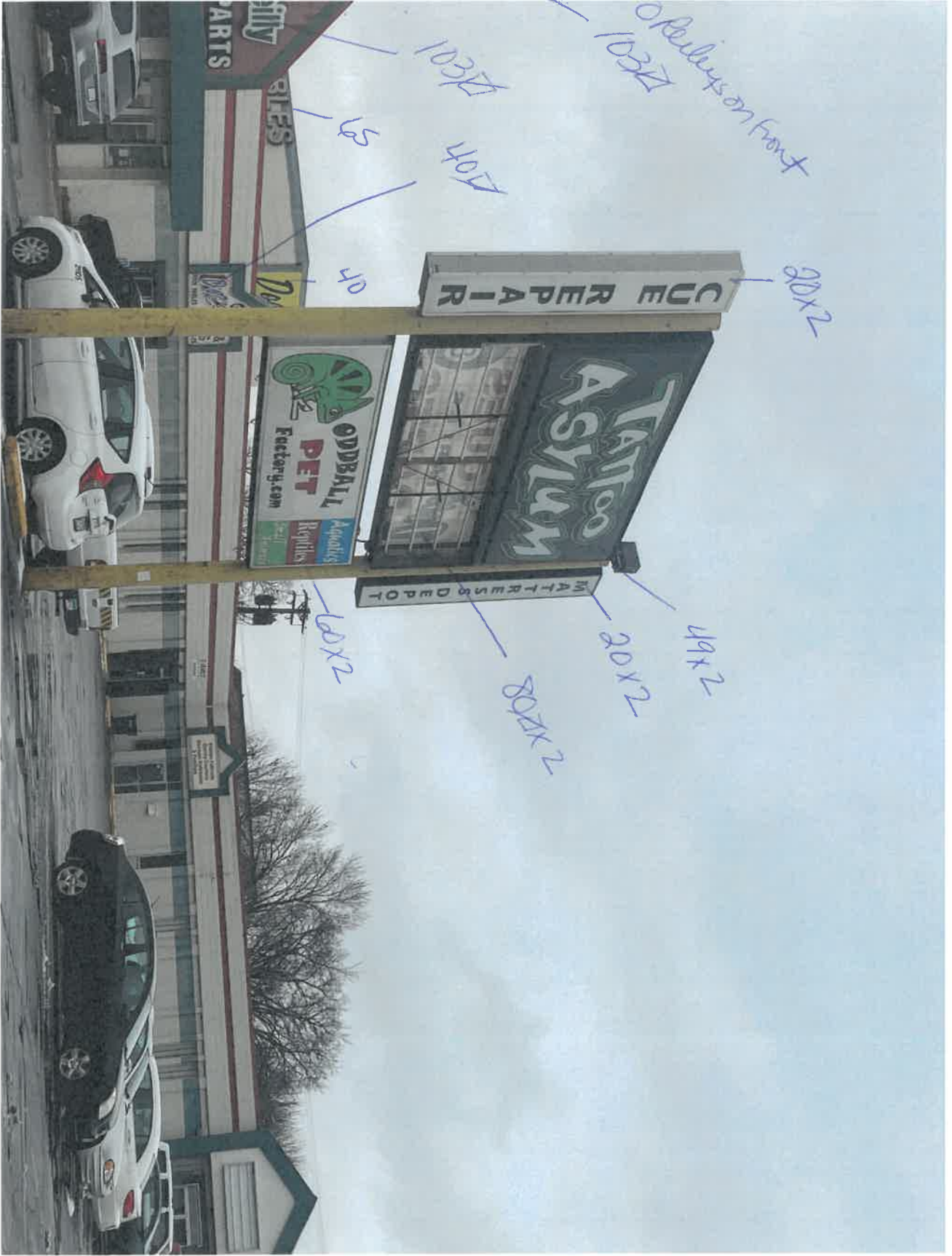


**Harvest  
Intercontinental  
Church**  
Minneapolis, MN

SERVICE TIME: SUNDAY 10:30 AM -12:00 PM

"A WORLD WHERE NO ONE LIVES OR DIES WITHOUT CHRIST"

8485E



0 Revisions on front  
103x2

70x2

49x2

20x2

20x2

49x2

20x2

20x2

49x2

20x2



Doe's

OPEN

Doe's Poolroom  
CUE & DART  
SHOPPE  
POOL TABLES

AFFORDABLE CABINETS & GRANITE  
Discount Furniture & Mattresses  
affordablecabinetsandgranite.com 612-203-6508

O'Reilly AUT

1007

507

1037

1015



ME



## Police Report

March 2022

Submitted for Council Meeting: April 18<sup>th</sup>, 2022

The Spring Lake Park Police Department responded to six hundred forty-five calls for service for the month of March 2022. This is compared to responding to five hundred and ninety-four calls for service in March 2021.

School Resource Officer Aaron Imig reports handling eight calls for service for the month of March 2022, along with conducting twenty-one student contacts, thirty-six escorts and tow follow up investigations in to school related incidents. Officer Kramer also noted attending several staff meetings, an SRO meeting and the school was on Spring Break from March 14<sup>th</sup> to March 18<sup>th</sup>. For further details see Officer Imig's attached report.

Investigator Bennek reports handling twenty-two cases for the month of March 2022, nineteen felony, two Gross Misdemeanor and one Misdemeanor case. Investigator Bennek also continues to monitor five forfeiture cases. For further detail, see Investigator Bennek's attached report.

The Spring Lake Park Police Department Administrative Office Staff continue to do an exemplary job in running the front office operations. I am thankful for all that they do on a daily basis.

The month of March 2022 was a busy month for myself as well, besides handling the day to day operations of the police department, I was busy with meetings and trainings throughout the month. We swore in Officer Smith and started a new hiring process in the month of March. I was able to attend a special meeting on March 31, 2022 with the Ham Lake/ Blaine Rotary Club. This meeting focused on honoring Law Enforcement as well as Arik and Megan Matson. Arik was an officer with the Waseca PD and survived after being shot in the head in January of 2020. It was an honor to be invited and a humbling experience to hear Arik and Megan speak about the struggles they have gone through, but also the blessings that they have seen through the last few difficult years.

This concludes my report for the month of March 2022.

Are there any questions?





Investigator  
Tony Bennek

# Spring Lake Park Police Department Investigations Monthly Report

## March 2022

### Total Case Load

#### Case Load by Level of Offense: 22

<b>Felony</b>	<b>19</b>
<b>Gross Misdemeanor</b>	<b>2</b>
<b>Misdemeanor</b>	<b>1</b>

#### Case Dispositions:

<b>County Attorney</b>	<b>20</b>
<b>Juvenile County Attorney</b>	<b>0</b>
<b>City Attorney</b>	<b>2</b>
<b>Forward to Other Agency</b>	<b>0</b>
<b>SLP Liaison</b>	<b>0</b>
<b>Carried Over</b>	<b>0</b>
<b>Unfounded</b>	<b>0</b>
<b>Exceptionally Cleared</b>	<b>0</b>
<b>Closed/Inactive</b>	<b>0</b>

#### Forfeitures:

<b>Active Forfeitures</b>	<b>5</b>
<b>Forfeitures Closed</b>	<b>1</b>



School Resource Officer March 2022

<b>Incidents by School Location</b>	<b>Reports (ICRs)</b>	<b>Student Contacts*</b>	<b>Escorts/Other</b>	<b>Follow Up Inv.</b>
Spring Lake Park High School	7	20	35	2
Discovery Days (pre-school)				
Lighthouse School				
Park Terrace Elementary School				
District Office				
Able and Terrace Parks (School Related)				
School Related	1	1		
Miscellaneous Locations			1	
<b>Totals:</b>	<b>8</b>	<b>21</b>	<b>36</b>	<b>2</b>

\*refers to consultations with students not requiring a police report

<b>Breakdown of Reports (ICRs)</b>	
Theft reports (cellphones, iPods, bikes, etc...)	
Students charged with Assault or Disorderly Conduct	2
Students charged with other crimes	
Non-students Charged	
Warrant Arrests	1
Miscellaneous reports	5

# Parks and Recreation Department

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## March 2022 Report

### Recreation Programs

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- Recreational activities which were held in March included: Classes in dance, cooking painting, karate along with Red Cross Babysitting, basketball sessions, soccer sessions, Pickleball, Yoga, Zumba, Retirement Seminar and an adult day trip with 24 participants.
- Staff finalized the spring-summer catalog which will be mailed to residents mid-April.
- Co-Rec Youth Softball participants continue to register. Youth may register in the following leagues 7U, 10U, 13U and 17U. The Recreation Staff did an additional marketing push to increase the 17U numbers which are below normal at this time of year.
- Adult Softball League will begin April 24 with registration open until April 15.
- Staff continue to take daily registrations for all programs:
  - Adult Enrichment and Sports
  - Youth Activities and Sports
  - Day Trips
  - Extended Tours –Medora, North Dakota Tour: June 15-18, Mackinac Island September 29 – October 2, Stillwater October 21-22, Kansas City -November 30-December 5, Shades of Ireland

### Parks

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- Field Rentals have been received for Lakeside Lions Park and Able Park by outside youth organizations with reservations starting in April
- Adopt-A-Flower Program volunteers may register to tend the flowers in the parks. Several volunteers are returning from last year and we wish to thank them for their hard work. The flower beds looked fantastic last year even during a drought.
- Adopt-A-Storm Drain Program – new this year, residents may register to adopt a storm drain through a national program.
- Community Garden Raised Beds – Raised garden beds at Sanburnol are available for the community to rent. Contact the Recreation Department for details.
- Staff met with the Wendel architecture firm to review the first options on the reconstruction designs of Able Park. The staff reviewed the options and made recommendations. Next step is to review these changes. Once final changes have been made and one option is

selected then Wendel Firm will price out the cost of reconstruction. The final costs will go before council before any construction is started.

- The Terrace Park shelter delivery date is expected at the end of May.
- Able Park basketball court reconstruction will be scheduled for late spring.

## Tower Days

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- The committee, consisting of 11 community members, meets the last Tuesday of the month. 6:30pm at City Hall.
- New for 2022
  - 2-mile fun run to kick off the parade. Register at [www.slprec.org](http://www.slprec.org)
  - Saturday afternoon and evening activities including music by Lori Dokken and Jonah and the Whales
  - Fireworks moved to Saturday night following Jonah and the Whales
  - Bingo will be at Lakeside Lions both Saturday and Sunday afternoon
  - Car Show will be held at Kraus-Hartig VFW on Sunday from 10:00am – 3:00pm  
\$5.00 entry fee

Preparation continues for the parade, craft and business fair, Sunday activities include the Lumberjacks, bungee trampoline, food trucks, table top carnival games and giant slide.

## Department Activity

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- I attended the Parks and Recreation Commission meeting on March 1, at which time the commissioners approved the color of the roof for the new picnic shelter at Terrace Park. The color will match the gazebo at Triangle Park.
- I attended City Council session on March 7 and 21.
- I attended the Tower Days Committee Meeting on March 29.
- Staff continued to monitor safety recommendations from MDH and CDC.

## Upcoming Programs

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Upcoming programs that are still taking registrations include:

- Medicare 101
- E Sports
- Dance Classes
- Yoga Classes
- Cooking Classes
- Art Classes
- Youth Basketball and soccer
- Youth Softball
- Day trip to Day Trippers Theater



# Memorandum

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

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

**Date:** April 14, 2022

**Subject:** Interim ordinance adoption

In conjunction with a development inquiry, staff has been reviewing the City's performance standards for new development. In reviewing the performance standards, the City has found that the existing performance standards are significantly below the standards of our neighboring communities. This could result in undesirable development outcomes and result in development that is inconsistent with the goals set forth under Section 16.20.060(A) which states that "it is the policy of the city to encourage excellence in site and building design of commercial and industrial development in zoning districts C-1, C-2, C-3 and I-1."

Staff is recommending adoption of Ordinance 479, which would establish a moratorium on the issuance of building permits that require a site plan review under Section 16.20.060. The moratorium will last until new official controls are adopted or six months, whichever is earlier.

A public hearing on amendments to Section 16.28 of the City Code governing development performance standards is scheduled for April 25, 2022. We anticipate amendments to be presented to the City Council at its meeting on May 2, 2022.

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

**ORDINANCE NO. 479**

**AN INTERIM ORDINANCE ESTABLISHING A MORATORIUM TEMPORARILY  
PROHIBITING APPROVAL OF BUILDING PERMITS REQUIRING SITE PLAN  
REVIEW UNDER SECTION 16.20.060 OF THE CITY CODE**

The City Council of the City of Spring Lake Park, Minnesota, ordains as follows:

Section 1. Authority

Pursuant to the authority of Minn. Stat. §462.355, subd. 4, a municipality is permitted to adopt an interim ordinance prohibiting development within its jurisdiction, or any portion thereof, until such time as amended official controls are adopted. The interim ordinance is not to exceed one year from the date it is effective.

Section 2. Moratorium

A moratorium prohibiting the issuance of building permits which require approval of a site plan pursuant to Section 16.20.060 of the City Code within the corporate limits of Spring Lake Park is hereby declared, effective upon passage and publication of this ordinance.

Section 3. Study

During the period of the Interim Ordinance, the City Council shall direct City staff to study the required planning factors for the timely amendment or confirmation of the official controls related to performance standards related to development.

Section 4. Exceptions

The interim ordinance shall not apply to active site plan applications for projects located at 8301 University Avenue and 8188 and 8200 Highway 65 NE that were submitted prior to April 18, 2022.

Section 5. Effective Date

This ordinance shall be effective upon its passage and publication. It shall remain in effect until the adoption of official controls contemplated herein or six months, whichever occurs first, after which occurrence this ordinance shall lapse, unless properly extended pursuant to state law.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this 18th day of April, 2022.

APPROVED BY:

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



## City of Spring Lake Park

### **RESOLUTION NO. 22-**

#### **RESOLUTION APPROVING RENTAL LICENSE REVOCATION FOR CERTAIN PROPERTY LOCATED AT 584 78<sup>th</sup> Ave NE, PURSUANT TO SECTION 12.16.140 OF THE CITY OF SPRING LAKE PARK CODE**

**WHEREAS**, Matthew and Anna Picchetti (Hereinafter “License Holder”) is the legal owner of the real property at 584 78<sup>th</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 on April 18, 2022 was given to the license holder on March 30, 2022

**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 March 18<sup>th</sup>, 2022 Code Enforcement staff was contacted by the property Management company to schedule the properties rental inspection on March 25, 2022 at 1:00 pm.
2. That on or about March 25<sup>th</sup> at 1:00 pm Building official Jeff Baker attempted to complete the rental housing inspection the owner and or property management company failed to be present.
3. That on or about March 28<sup>th</sup> the property management company (Renter’s Warehouse) contacted Code Enforcement to schedule a second inspection attempt on March 30, 2022 at 1:00 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 to be present or have a representative present to complete the rental housing inspection on March 25, 2022 at 1:00 pm.
  - b. Failure of rental housing inspection on March 30, 2022 at 1:00 pm.
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 Matthew and Anna Picchetti 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 18<sup>th</sup> day of  
April, 2022

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**Robert Nelson, Mayor**

**ATTEST:**

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**Daniel R. Buchholtz, Administrator**



# Memorandum

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

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

**Date:** April 13, 2022

**Subject:** MnDOT Master Partnership Contract for 2023-27

MnDOT has requested the City enter into a new Master Partnership Contract. This five year agreement allows quicker facilitation of cooperative projects between the City and MnDOT.

Staff recommends approval of the contract.

If you have any questions, please don't hesitate to contact City Engineer Phil Gravel at 612-712-2053.

**STATE OF MINNESOTA  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the Spring Lake Park City, acting through its City Council, in this contract referred to as the “Other Party.”

**Recitals**

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1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Contract**

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**1. Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on July 1st, 2022, or upon the date last signed by all State officials as required under Minn. Stat. § 16C.05, subd. 2, whichever occurs last. The Other Party must not begin work under this Contract until ALL required signatures have been obtained and the Other Party has been notified in writing to begin such work by the State’s Authorized Representative.
- 1.2. **Expiration Date.** This Contract will expire on June 30, 2027.
- 1.3. **Exhibits.** Exhibit A is attached and incorporated into this agreement.
- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Other Party) for each particular engagement, except for Technical Services provided by the State to the Other Party as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully

executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Other Party understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.

- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. Technical Services include repetitive low-cost services routinely performed by the State for the Other Party. If requested and authorized by the Other Party, these services may be performed by the State for the Other Party without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract (If you have questions regarding whether a service is covered under 2.1.1, please contact Contract Management).
- 2.2. The Other Party may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Other Party if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Other Party the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Other Party upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring a Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) cultural resources, engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing

relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Other Party will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Other Party will not be paid for work performed prior to execution of a work order contract and authorization by the State.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
  - 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
  - 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will

furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If the Other Party is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Other Party to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
  - 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
  - 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
  - 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
  - 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
  - 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
  - 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
  - 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.

- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Other Party will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Other Party must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Other Party is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
  - a. The Other Party will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Other Party, or its contractor, if work is suspended or stopped due to any such condition or concern.
  - b. The Other Party will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
  - c. The Other Party will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
  - d. All improvements constructed on the State's right-of-way will become the property of the State.

**5. Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Other Party copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

**6. Time**

- 6.1. In the performance of project work under a work order contract, time is of the essence.

**7. Consideration and Payment**



- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Other Party under all work order contracts issued pursuant to this MPC will not exceed \$500,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Other Party will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

**7.4. Payment**

- 7.4.1. **Generally.** The Requesting Party will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
- 7.4.2. **Payment by the Other Party.**
  - a. The Other Party will make payment to the order of the Commissioner of Transportation.
  - b. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.
  - c. Remit payment to the address below:
    - MnDOT
    - Attn: Cash Accounting
    - RE: MnDOT Contract Number 1050219W[XX] and Invoice Number: 00000[#####]
    - (see note above)
    - Mail Stop 215
    - 395 John Ireland Blvd
    - St. Paul, MN 55155
- 7.4.3. **Payment by the State.**
  - a. Generally. The State will promptly pay the Other Party after the Other Party presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.
  - b. Retainage for Professional and Technical Services. For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Other Party has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

- 8.1. All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and

regulations. The Providing Party will not receive payment for work found by the Requesting Party to be unsatisfactory or performed in violation of federal or state law.

**9. State's Authorized Representative and Project Manager**

- 9.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 9.2. The State's Project Manager will be identified in each work order contract.

**10. Other Party's Authorized Representative and Project Manager**

- 10.1. The Other Party's Authorized Representative for administering this master contract is the Other Party's Engineer, and the Engineer has the responsibility to monitor the Other Party's performance. The Other Party's Authorized Representative is also authorized to execute work order contracts on behalf of the Other Party without approval of each proposed work order contract by its governing body.
- 10.2. The Other Party's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Other Party. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability**

- 12.1. Each party will be responsible for its own acts and omissions to the extent provided by law. The Other Party's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

**13. State Audits**

- 13.1. Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

**14. Government Data Practices and Intellectual Property**

- 14.1. **Government Data Practices.** The Other Party and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Other Party under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Other Party or the State.
- 14.2. **Intellectual Property Rights**

**14.2.1. Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

**14.2.2. Obligations with Respect to Intellectual Property.**

- a. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

**15. Affirmative Action**

- 15.1. The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Other Party is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Other Party lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:
- 15.2. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.

- 15.3. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.4. **Minn. R. Parts 5000.3400-5000.3600.**
- 15.4.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.4.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
- a. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - c. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
  - d. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
  - e. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.4.3. **Consequences.** The consequences for the Contractor’s failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.4.4. **Certification.** The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers’ Compensation

16.1. Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

**17. Publicity**

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Other Party individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Other Party's responsibilities under the Minnesota Government Data Practices Act.

**18. Governing Law, Jurisdiction, and Venue**

18.1. Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

19.1. The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Other Party lets a contract for work pursuant to any work order, the Other Party must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Other Party for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**20. Minn. Stat. § 181.59.**

20.1. The Other Party will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Other Party. Upon termination, the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Other Party for Convenience.** The Other Party may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination,

the Other Party and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Other Party. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Other Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Other Party notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

- 22.1. Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Other Party consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Other Party to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

- 23.1. If any lawsuit or claim is filed by a third party (including but not limited to the Other Party's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Other Party will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Other Party will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Other Party will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Other Party, and will not be bound by the terms of any settlement entered into by the Other Party except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

- 24.1. NONE

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**OTHER PARTY**

The Other Party certifies that the appropriate person(s) have executed the contract on behalf of the Other Party as required by applicable articles, bylaws, resolutions or ordinances.

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

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

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

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

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

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

**COMMISSIONER OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

Source Code	Title	Description
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2855	Bridge Inspection Direct Support	Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
2847	Bridge Poured/ Relief Joint Seal	All tasks associated with resealing bridge construction joints. Includes related traffic control. Related source type codes: Activities that support bridge inspection, but are not direct production (i.e., leadership, technical, administrative assistance).
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.



Source Code	Title	Description
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1802	Construction Surveying	Use for surveys to provide staking for the contractor's operations and for any other construction phase surveying
2106	Crack Sealing	All surface crack sealing, crack filling, or rout and seal operations. Includes related materials, hauling, stockpiling, and traffic control.
3023	Elec Comm Eq Rep - Miles	
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
1800	Field Inspection	All construction project field inspection (not cyclical inspection of assets), including preparatory plans & spec review, measurement, and verification other than environmental monitoring. Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests. Witnessing claims, determination and computation of pay quantities, materials control and certification for progress vouchers, but not for final payments. Includes collecting and transporting samples for lab tests, but not the actual laboratory verifications. Includes all construction phase project related activities for project and resident engineers such as problem resolution, guidance and direction to field technicians. Includes all miscellaneous field engineering expenses used by district offices such as space rental, utilities, or other costs charged to the construction project Includes all work associated with evaluation of implementation of intelligent compaction devices to determine if construction contract terms have been met.
1040	Final Design Surveys	All district field and office tasks needed to respond to supplemental "Requests for Survey Data" and add the data to the surveys base map or DTM.
0601	Gen Training Preparation - Delivery	Use for time, materials, and travel expenses when developing or delivering training. includes course preparation, designing materials, and managing training records.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.

Source Code	Title	Description
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
2660	Misc Revenue	Used only by Office of Financial Management for billing and deposit transactions and to record payments to the department for gravel sold to contractors and others.
2822	Miscellaneous Bridge Maintenance	Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes work on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
2406	Plowing & Material Application	Shoulder to shoulder snow removal operation, winging back, snow blowing drifts, and the application of de-icing chemicals using mobile equipment. Includes changing cutting edges during event and related traffic control.
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3007	Radio/Electronic System Engineering	Use for design of microwave, radio and miscellaneous electronic systems.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.

Source Code	Title	Description
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1879	State Furnished Materials	Use to record labor hours, equipment usage, and material costs to supply state furnished materials to a state road construction project with federal participation.
1738	State Project - Specific Materials Inspection	Performing material inspection and engineering for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and related technical services in the field and offices when related to a particular SP. Use for SP specific tasks related to performing the review of shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT. Use with

Source Code	Title	Description
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1500	Traffic Mgt System Maintenance	Used by staff to maintain various Intelligent Transportation System (ITS) devices such as dynamic message signs, ramp meters, cameras, detection, cables, RICWS, video wall monitors, switches, routers or modems. Used to record all costs for maintenance activities related to traffic management fiber optics. Not to be used for Lighting or Traffic Signal maintenance.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
1870	Traffic Signal Maintenance	Work related to the structural repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.



# Memorandum

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

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

**Date:** April 13, 2022

**Subject:** Public Works Employee Hiring Process

The City is anticipating two long-time Public Works employees to retire later this year. To ensure there is no interruption in the level and quality of service our residents expect, staff is recommending the City Council authorize a hiring process for up to two Public Works Maintenance Workers.

The salary range for the Maintenance Worker positions would be \$26.80 to \$32.94/hour.

We are anticipating the incumbent employees to use their vacation time prior to their departures. Waiting on the hiring process until the employees left would leave the Public Works Department extremely short staffed this summer. Hiring these positions preemptively would allow staff time to train with the incumbent employees, maximizing productivity.

By hiring these positions early, the City would incur some unbudgeted costs. We anticipate those costs to be approximately \$42,500 between the anticipated hire date and the date of the first staff retirement. Staff cancelled the custodial contract for City Hall. There is \$25,000 in Government Buildings: Contractual Services that could be reallocated to salaries. The remaining \$17,500 would be taken out of Public Utility Fund reserves. The operating reserves are healthy enough to handle this cost.

If you have any questions, please don't hesitate to contact Public Works Director Terry Randall or me at 763-784-6491.



City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff

Re: **Status Report for 04.18.22 Meeting**

From: Phil Gravel

File No.: R-18GEN

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

**2022 MS4 Permit and SWPPP Update (193805251).** Annual Report and Public Meeting due by June 30<sup>th</sup>. Pond, structural BMP, and outfall inspections due by July 31<sup>st</sup>. Program analysis and annual training due in December.

**Suite Living Spring Lake Park (Hampton Cos. project at 525 Osborne).** Final site work will be completed 2022 – need to coordinate pond work inspection with CCWD. Developer completed 2021 parking lot restoration at Spring Crest Estates but needs to resolve issues with irrigation system and final seeding in 2022.

**2021 Sewer Lining Project (193805204).** This project included lining in the general area between Terrace and Monroe and south of 81<sup>st</sup> Avenue. Terry Randall is watching this project. *Lining work will be completed in April 2022. Grout work will occur after the lining. Contractor is Visu-Sewer.*

**2023 Sewer Lining Project (19380xxx).** Terry Randall is working with a contractor to get preliminary televising of the remaining sanitary sewers in the city that need to be lined.

**2022 Street Seal Coat and Crack Repair Project (193805507).** 2022 project area will include all of 81<sup>st</sup> Avenue, Arthur Street, Middletown, and Service Drive southwest of 10 and 65. Project also includes striping 81<sup>st</sup> Ave. between Pleasant View and Central as a 3-lane road. *Bids will be received on 4/26/22. Public Works Director is reviewing the necessary street patch areas.*

**2022 Street Improvements Project (193805383).** Project includes pavement replacement in the Garfield-Hayes neighborhood. Public Improvement Hearings were on 10/4/21 and 11/15/21. Construction Plans and Specifications were approved on 12/6/21. Bids were received on January 31<sup>st</sup>. Public Assessment Hearing and Project Award were on March 21<sup>st</sup>. *Construction Contracts have been processed by Northwest Asphalt and are ready for city signature. A Preconstruction conference will be held in April*

Open Bids	January 31, 2022 ✓
Declare Costs to Be Assessed and Order Final Assessment Roll	February 7, 2022 ✓
Receive Assessment Roll and Order Assessment Hearing	February 22, 2022 ✓
Public Assessment Hearing	March 21, 2022 ✓
Award Contract (Award Bids)	March 21, 2022 ✓
<i>Begin Construction</i>	<i>May 2022</i>
Final Wear Course Paving	August 2022

**2022-2023 City of Mounds View Street Project (trail in Spring Lake Park along Co. Rd 10):** SAP 183-020-009 (193805303). Spring Lake Park's part of this project is a segment of bituminous trail along the south side of Co. Rd. 10 east of Sprig Lake Road to the east city limits. *SLP has notified Mounds View to do the SLP portion of the trail, but without lighting.*

**City Hall Building (19380xxx).** A process for evaluating possible city hall remodel options has started. Initial kick-off meeting with city staff will be scheduled. .

Feel free to contact Harlan Olson, Phil Carlson, Jim Engfer, Peter Allen, or me if you have questions or require additional information.

# **CORRESPONDENCE**







*Protecting, Maintaining and Improving the Health of All Minnesotans*

April 8, 2022

Spring Lake Park City Council  
c/o Mr. Dan Buchholtz, Administrator  
Spring Lake Park City Hall  
1301 81st Avenue NE  
Spring Lake Park, Minnesota 55432

Dear Council Members:

**SUBJECT:** Sanitary Survey Report for Spring Lake Park Public Water System (PWS), Anoka County, PWSID 1020029

Enclosed is a copy of the sanitary survey report summarizing an on-site inspection of your Community Public Water System. This report includes a review of the system's water source, facilities, equipment, operation, maintenance, and monitoring compliance for the purpose of evaluating the adequacy of the facilities for producing and distributing safe drinking water. Technical and management information regarding the operation of the system may also be provided. Conducting sanitary surveys on a regular basis is an important element in preventing contamination of drinking water supplies and in maintaining compliance with the National Primary Drinking Water Standards. Terry Randall and Ken Prokott from the city of Spring Lake Park, and Michael Bourland from the Minnesota Department of Health were present during this inspection.

Please take appropriate action to address any deficiencies or recommendations identified within this report. A deficiency may lead to a contamination of the water supply or failure of the system to be in compliance with the Safe Drinking Water Act. The enclosed report must be kept on file and made available for public review for not less than ten (10) years.

The Minnesota Department of Health (MDH) continues to monitor your PWS for contaminants identified by state and federal drinking water regulations. The results of such monitoring are not part of this report. They are sent to you under separate cover as they become available.

If you have questions concerning the information contained in the report, please contact me at 651/201-4683.

Sincerely,

**Brian A. Noma** Digitally signed by Brian A. Noma  
Date: 2022.04.08 08:19:29 -05'00'

Brian A. Noma, P.E.  
Public Health Engineer  
Section of Drinking Water Protection  
P.O. Box 64975  
St. Paul, Minnesota 55164-0975

BAN

Enclosures

cc: Water Superintendent



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: **Spring Lake Park**

PWSID: **1020029**

System Contact: **Terry Randall, Public Works Director**

Survey Date: **03/21/2022**

Surveyor: **Brian A. Noma, P.E.**

PWS Type: **Community**

**Requirements and Recommendations**

**Water Source**

As a reminder, it is required that a well for a community public water supply be located according to distances specified in Minn.Rules 4725.4450, including not less than 50 feet from a source of contamination including buried sewers (except as specified in Minn. Rules 4725.5850).

**Pumps/Pump Facilities and Controls**

No deficiencies observed.

**Treatment**

No deficiencies observed.

**Water Storage**

No deficiencies observed.

**Distribution**

It is recommended that dead ends in the distribution system be minimized by looping. If looping is not feasible, a fire hydrant, approved flushing hydrant or blow off for flushing purposes must be used at the dead ends to maintain water quality and/or chlorine residual. [Recommended Standards for Water Works 8.0]

**Monitoring/Reporting Data Verification**

The following applicable records are required to be maintained by the water supply system:

- a. Coliform bacteria results - 5 years
- b. Chlorine residual results - 5 years
- c. Chemical analysis results - 10 years
- d. Sanitary survey reports - 10 years
- e. All lead and copper materials - 12 years
- f. Consumer confidence reports - 3 years
- g. Public Notices - 3 years
- h. Fluoride quarterly results and monthly reports - 1 year



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: **Spring Lake Park**

PWSID: **1020029**

System Contact: **Terry Randall, Public Works Director**

Survey Date: **03/21/2022**

Surveyor: **Brian A. Noma, P.E.**

PWS Type: **Community**

## **Requirements and Recommendations**

### **Water System Management/Operation**

Public water supplies are required to maintain effective security measures to protect physical infrastructure and operational practices. This includes security of the physical infrastructure and related operational practices and institutional controls. Listed below are the security concerns that must be identified and addressed:

- a. Intrusion deterrents such as physical barriers, lighting, camera, alarms, and sturdy locking hardware with hardened protective covers for all facilities and components.
- b. Computer based control technologies such as SCADA must be secured from unauthorized physical access and potential cyber attacks.
- c. Safe delivery, handling and storage of chemicals.
- d. Redundancy and enhanced security features to eliminate single point of failure.

[ANSI/AWWA G430-14(R20) and Recommended Standards for Water Works 2.19]

To ensure security, it is recommended that a daily check of critical system components be conducted, including confirmation that all doors and access hatches are locked.

As a reminder, engineering plans for new, modifications to, or additions to the water supply system, including watermains, are required to be properly submitted to the Minnesota Department of Health for review. All plans must be approved prior to the start of construction. [Minn. Rules 4720.0010]

### **Operator Compliance with State Requirements**

The certified operators are required to qualify themselves by attending waterworks operators training seminars offered throughout the state. Continuing education is valuable experience for anyone engaged in this field. The required contact hours in the previous 3 years for certification renewal are:

Class A 32 contact hours

Class B 24 contact hours

Class C 16 contact hours

Class D 8 contact hours

Class E 4 contact hours

[Minn. Rules 9400.1200]



**MINNESOTA DEPARTMENT OF HEALTH**  
**Section of Drinking Water Protection**  
**Sanitary Survey Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

**Bacteriological Results and Chlorine Residuals**

<u>Date</u>	<u>Sampling Location</u>	<u>Chlorine Residual</u> <u>Free / Total</u>	<u>Coliform</u> <u>Bacteria</u>	<u>E.Coli</u>
03/21/2022	City Hall	/ 0.54	Absent	
03/21/2022	Holiday	/ 0.87	Absent	
03/21/2022	Lyon Park	/ 0.53	Absent	
03/21/2022	Emmanuel Christian	/ 0.70	Absent	
03/21/2022	Well 5	/	Absent	
03/21/2022	Well 1	/	Absent	
03/21/2022	Well 4	/	Present	Absent
03/23/2022	Well #4	/	Absent	



**MINNESOTA DEPARTMENT OF HEALTH**  
**SECTION OF DRINKING WATER PROTECTION**  
**Public Water Supply Inventory Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

**Contact Information**

<u>Name</u>	<u>Address</u>	<u>Phone/Email</u>
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**Contact**

Terry Randall, Public Works Director		Business Phone 1 763/792-7227, Ext. cell
		Business Phone 2 763/784-6491
		Email trandall@slpmn.org

**Owner/Responsible Party**

Spring Lake Park City Council	c/o Mr. Dan Buchholtz, Administrator Spring Lake Park City Hall 1301 81st Avenue NE Spring Lake Park, MN 55432	Business Fax 763/792-7257 Business Phone 1 763/784-6491 Email dbuchholtz@slpmn.org
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**Financial**

Spring Lake Park City Council	c/o M. Barker Spring Lake Park City Hall 1301 81st Avenue N.E. Spring Lake Park, MN 55432	Business Phone 1 763/792-7213 Email mbarker@slpmn.org
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**Sample Bottles/General Correspondence**

Spring Lake Park Water Superintendent	1301 81st Avenue NE Spring Lake Park, MN 55432	Business Phone 1 763/784-6491 Email TRandall@slpmn.org
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**Emergency Workday**

Terry Randall - Public Works Director		Business Fax 763/792-7257 Cell Phone 763/360-4973 Email trandall@slpmn.org Pager 612/526-0303
Ken Prokott		Business Phone 1 763/360-4974, Ext. cell Business Phone 2 763/784-6491

**Emergency After-Hours**

Anoka County Dispatch		Business Phone 1 763/427-1212
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**Consumer Confidence Report**

Terry Randall		Business Phone 1 763/784-6491 Email trandall@slpmn.org
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**Classification Information**

Owner Type: Municipal	Population: 7188
System Class: C	Service Connections: 2211
Service Area Characteristics: Municipal	Class Points: 46

**Certified Operators**

<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>	<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>
Randall, Terry P.	C	06/30/2022	Turbitt, Benjamin M.	C	04/30/2023



**MINNESOTA DEPARTMENT OF HEALTH  
SECTION OF DRINKING WATER PROTECTION  
Public Water Supply Inventory Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

**Certified Operators**

<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>	<u>Name</u>	<u>Class</u>	<u>Expiration Date</u>
Prokott, Kenneth M.	D	05/31/2023			

**Production Totals**

Design Capacity:		Emergency Capacity:	1,440,000 Gallons per Day
Average Daily:	600,000 Gallons	Storage Capacity:	750,000 Gallons
Highest Daily:	2,000,000 Gallons		

**Source Information**

Well #1

Unique Well No.: 00206638	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 1000
Status: Active	Pumping Rate (gpm): 1000
Availability: Primary	Emergency Capacity: 1000 Gallons per Minute
Year Constructed: 1961	Static Depth (ft): 115
Well Depth (ft): 741	Drawdown (ft): 102
Casing Depth (ft): 350	Pump Type: Vertical Turbine
Casing Diameter (in): 16	Vulnerable: No
Screen Length (ft):	Last Rehabilitated: 2015
Aquifer: Tunnel City-Mt.Simon	

Well #2

Unique Well No.: 00223294	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 1000
Status: Active	Pumping Rate (gpm): 1000
Availability: Primary	Emergency Capacity: 1000 Gallons per Minute
Year Constructed: 1965	Static Depth (ft): 115
Well Depth (ft): 694	Drawdown (ft):
Casing Depth (ft): 329	Pump Type: Submersible
Casing Diameter (in): 16	Vulnerable: No
Screen Length (ft):	Last Rehabilitated: 2013
Aquifer: Tunnel City-Mt.Simon	



**MINNESOTA DEPARTMENT OF HEALTH**  
**SECTION OF DRINKING WATER PROTECTION**  
**Public Water Supply Inventory Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

Well #4

Unique Well No.: 00180920	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 1000
Status: Active	Pumping Rate (gpm): 1000
Availability: Primary	Emergency Capacity:
Year Constructed: 1982	Static Depth (ft): 182
Well Depth (ft): 726	Drawdown (ft): 42
Casing Depth (ft): 533	Pump Type: Vertical Turbine
Casing Diameter (in): 16	Vulnerable: No
Screen Length (ft):	Last Rehabilitated: 2018
Aquifer: Mt. Simon	

Well #5

Unique Well No.: 00563006	Source Type: Groundwater
Type: Well	Pump Capacity (gpm): 1000
Status: Active	Pumping Rate (gpm): 1000
Availability: Primary	Emergency Capacity:
Year Constructed: 1998	Static Depth (ft): 213
Well Depth (ft): 783	Drawdown (ft): 45
Casing Depth (ft): 650	Pump Type: Vertical Turbine
Casing Diameter (in): 18	Vulnerable: No
Screen Length (ft):	Last Rehabilitated: 2019
Aquifer: Mt. Simon-Hinckley	

Interconnect - Blaine

Type: Consecutive Connection	Source Type: Purchased Groundwater
Status: Active	Design Capacity:
Availability: Emergency	Emergency Capacity:
	Pump: <input type="checkbox"/>
Purchases From: 1020006 Blaine	

Interconnect - Mounds View

Type: Consecutive Connection	Source Type: Purchased Groundwater
Status: Active	Design Capacity:
Availability: Emergency	Emergency Capacity:
	Pump: <input type="checkbox"/>
Purchases From: 1620008 Mounds View	



**MINNESOTA DEPARTMENT OF HEALTH  
SECTION OF DRINKING WATER PROTECTION  
Public Water Supply Inventory Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

**Treatment Information**

Arthur Street Treatment Plant

Type: Treatment Plant  
 Status: Active  
 Availability: Primary

Source Water: Groundwater  
 Design Capacity: 1,000 Gallons per Minute  
 Emergency Capacity:

Treatment Objective

- Disinfection
- Fluoridation
- Iron Removal
  
- Manganese Removal
  
- Other
- Radionuclides Removal

Treatment Process Mechanism

- Chlorine/Gas
- Fluoridation/Hydrofluosilicic acid
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Potassium permanganate
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Potassium permanganate
- Backwash recycle
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Manganese sulfate
- Oxidation - chemical/Potassium permanganate

Terrace Park Treatment Plant

Type: Treatment Plant  
 Status: Active  
 Availability: Primary

Source Water: Groundwater  
 Design Capacity: 2,000 Gallons per Minute  
 Emergency Capacity: 1,000 Gallons per Minute

Treatment Objective

- Disinfection
- Fluoridation
- Iron Removal
  
- Manganese Removal
  
- Other
- Radionuclides Removal

Treatment Process Mechanism

- Chlorine/Gas
- Fluoridation/Hydrofluosilicic acid
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Potassium permanganate
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Potassium permanganate
- Backwash recycle
- Filtration (Pressure)/Patented sand
- Oxidation - chemical/Manganese sulfate
- Oxidation - chemical/Potassium permanganate

**Storage Information**

East Tower

Type: Storage-Elevated  
 Status: Active

Capacity: 500,000 Gallons  
 Availability: Primary  
 Chlorination:

West Tower

Type: Storage-Elevated  
 Status: Active

Capacity: 250,000 Gallons  
 Availability: Primary  
 Chlorination:





**MINNESOTA DEPARTMENT OF HEALTH  
SECTION OF DRINKING WATER PROTECTION  
Public Water Supply Inventory Report**



System Name: <b>Spring Lake Park</b>	Survey Date: <b>03/21/2022</b>
PWSID: <b>1020029</b>	Surveyor: <b>Brian A. Noma, P.E.</b>
System Contact: <b>Terry Randall, Public Works Director</b>	PWS Type: <b>Community</b>

**Bacteriological Sample Site Plan**

**Distribution**

<u>Sample Site ID</u>	<u>Sample Location</u>	<u>Status</u>	<u>Notes</u>
01	City Hall	Active	1301 81st Ave. N.E.
02	Emmanuel Christian Center	Active	7777 University Ave.
03	McDonald's	Active	
04	Spring Lake Park Baptist Church	Active	8498 Sunset
05	8437 University Ave.	Active	
06	8000 Central Ave.	Active	
07	8101 University Ave.	Active	
08	892 Highway 10	Active	
09	Old Hardee's Building	Active	
10	Prince of Peace Church	Active	
11	Champion Auto	Active	
12	Go Gas	Active	7701 Highway 65
13	Dala	Active	
14	8035 Spring Lake Park Road	Active	
15	A & D Transport	Active	
16	Quickway Trucking Company	Active	
17	Lion's Den (Warming House)	Active	520 Sanburnol
18	Fire Station No. 1	Active	1710 Highway 10
19	Harsted Buildng	Active	1625 Highway 10
20	8329 Central Ave.	Active	
21	Monte's Cafe	Active	8299 University Ave.
22	Collin Realty	Active	7766 Highway 65
23	IBC Construction	Active	
24	Spring Lake Park Lumber	Active	
25	Morgan Building	Active	8463 Terrace

# Spring Lake Park 2021 Drinking Water Report

## Making Safe Drinking Water

Your drinking water comes from a groundwater source: four wells ranging from 694 to 783 feet deep, that draw water from the Mt. Simon, Tunnel City-Mt.Simon and Mt. Simon-Hinckley aquifers.

Spring Lake Park works hard to provide you with safe and reliable drinking water that meets federal and state water quality requirements. The purpose of this report is to provide you with information on your drinking water and how to protect our precious water resources.

Contact Terry Randall, Public Works Director, at 763-784-6491 or [trandall@slpmn.org](mailto:trandall@slpmn.org) if you have questions about Spring Lake Park's drinking water. You can also ask for information about how you can take part in decisions that may affect water quality.

The U.S. Environmental Protection Agency sets safe drinking water standards. These standards limit the amounts of specific contaminants allowed in drinking water. This ensures that tap water is safe to drink for most people. The U.S. Food and Drug Administration regulates the amount of certain contaminants in bottled water. Bottled water must provide the same public health protection as public tap water.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

## Spring Lake Park Monitoring Results

This report contains our monitoring results from January 1 to December 31, 2021.

We work with the Minnesota Department of Health to test drinking water for more than 100 contaminants. It is not unusual to detect contaminants in small amounts. No water supply is ever completely free of contaminants. Drinking water standards protect Minnesotans from substances that may be harmful to their health.

Learn more by visiting the Minnesota Department of Health's webpage [Basics of Monitoring and testing of Drinking Water in Minnesota](https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html) (<https://www.health.state.mn.us/communities/environment/water/factsheet/sampling.html>).

## How to Read the Water Quality Data Tables

The tables below show the contaminants we found last year or the most recent time we sampled for that contaminant. They also show the levels of those contaminants and the Environmental Protection Agency's limits. Substances that we tested for but did not find are not included in the tables.

We sample for some contaminants less than once a year because their levels in water are not expected to change from year to year. If we found any of these contaminants the last time we sampled for them, we included them in the tables below with the detection date.

We may have done additional monitoring for contaminants that are not included in the Safe Drinking Water Act. To request a copy of these results, call the Minnesota Department of Health at 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

Some contaminants are monitored regularly throughout the year, and rolling (or moving) annual averages are used to manage compliance. Because of this averaging, there are times where the Range of Detected Test Results for the calendar year is lower than the Highest Average or Highest Single Test Result, because it occurred in the previous calendar year.

## Definitions

- **AL (Action Level):** The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
- **EPA:** Environmental Protection Agency
- **MCL (Maximum contaminant level):** The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
- **MCLG (Maximum contaminant level goal):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
- **MRDL (Maximum residual disinfectant level):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
- **MRDLG (Maximum residual disinfectant level goal):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
- **N/A (Not applicable):** Does not apply.
- **pCi/l (picocuries per liter):** A measure of radioactivity.
- **ppb (parts per billion):** One part per billion in water is like one drop in one billion drops of water, or about one drop in a swimming pool. ppb is the same as micrograms per liter ( $\mu\text{g}/\text{l}$ ).
- **ppm (parts per million):** One part per million is like one drop in one million drops of water, or about one cup in a swimming pool. ppm is the same as milligrams per liter ( $\text{mg}/\text{l}$ ).
- **PWSID:** Public water system identification.
- **TT (Treatment Technique):** A required process intended to reduce the level of a contaminant in drinking water.
- **Variations and Exemptions:** State or EPA permission not to meet an MCL or a treatment technique under certain conditions.

**Monitoring Results – Regulated Substances**

<b>LEAD AND COPPER – Tested at customer taps.</b>						
<b>Contaminant</b> (Date, if sampled in previous year)	<b>EPA’s Ideal Goal</b> (MCLG)	<b>EPA’s Action Level</b>	<b>90% of Results Were Less Than</b>	<b>Number of Homes with High Levels</b>	<b>Violation</b>	<b>Typical Sources</b>
<b>Lead (08/23/19)</b>	0 ppb	90% of homes less than 15 ppb	6.4 ppb	1 out of 20	NO	Corrosion of household plumbing.
<b>Copper (08/23/19)</b>	0 ppm	90% of homes less than 1.3 ppm	0.16 ppm	0 out of 20	NO	Corrosion of household plumbing.

<b>BACTERIA – Tested in the distribution system.</b>						
<b>Contaminant</b>	<b>EPA’s Ideal Goal</b> (MCLG)	<b>EPA’s Limit</b> (MCL)	<b>Number of Test Results with E. coli</b>	<b>Number of Treatment Technique Exceedances</b>	<b>Violation</b>	<b>Typical Sources</b>
<b>Total Coliform Bacteria</b>	N/A	TT	N/A	1	YES	Naturally present in the environment

**Potential Health Effects and Corrective Actions (If Applicable)**

Total Coliform Bacteria: Coliforms are bacteria that are naturally present in the environment and are used as an indicator that other, potentially harmful, waterborne pathogens may be present or that a potential pathway exists through which contamination may enter the drinking water distribution system. We found coliforms indicating the need to look for potential problems in water treatment or distribution. When this occurs, we are required to conduct assessment(s) to identify problems and to correct any problems that were found during these assessments.

Total Coliform Bacteria: During the past year we were required to conduct one Level 1 assessment. One Level 1 assessment was completed and zero corrective actions were required, however the issue was fixed. Our system completed investigative sampling on 08/09/2021 and has been returned to compliance.

**INORGANIC & ORGANIC CONTAMINANTS – Tested in drinking water.**

Contaminant (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
<b>Barium (11/05/20)</b>	2 ppm	2 ppm	0.13 ppm	N/A	NO	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposit.
<b>Gross Alpha</b>	0 pCi/l	15.4 pCi/l	6.6 pCi/l	3.0 - 8.3 pCi/l	NO	Erosion of natural deposits.
<b>Combined Radium</b>	0 pCi/l	5.4 pCi/l	4.7 pCi/l	3.0 - 5.4 pCi/l	NO	Erosion of natural deposits.

**CONTAMINANTS RELATED TO DISINFECTION – Tested in drinking water.**

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG or MRDLG)	EPA's Limit (MCL or MRDL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
<b>Total Trihalomethanes (TTHMs)</b>	N/A	80 ppb	1.8 ppb	N/A	NO	By-product of drinking water disinfection.
<b>Total Chlorine</b>	4.0 ppm	4.0 ppm	0.81 ppm	0.43 - 1.03 ppm	NO	Water additive used to control microbes.

**OTHER SUBSTANCES – Tested in drinking water.**

Substance (Date, if sampled in previous year)	EPA's Ideal Goal (MCLG)	EPA's Limit (MCL)	Highest Average or Highest Single Test Result	Range of Detected Test Results	Violation	Typical Sources
<b>Fluoride</b>	4.0 ppm	4.0 ppm	1.07 ppm	0.65 - 1.40 ppm	NO	Erosion of natural deposits; Water additive to promote strong teeth.

## Monitoring Results – Unregulated Substances

In addition to testing drinking water for contaminants regulated under the Safe Drinking Water Act, we sometimes also monitor for contaminants that are not regulated. Unregulated contaminants do not have legal limits for drinking water.

Detection alone of a regulated or unregulated contaminant should not cause concern. The meaning of a detection should be determined considering current health effects information. We are often still learning about the health effects, so this information can change over time.

The following table shows the unregulated contaminants we detected last year, as well as human-health based guidance values for comparison, where available. The comparison values are based only on potential health impacts and do not consider our ability to measure contaminants at very low concentrations or the cost and technology of prevention and/or treatment. They may be set at levels that are costly, challenging, or impossible for water systems to meet (for example, large-scale treatment technology may not exist for a given contaminant).

A person drinking water with a contaminant at or below the comparison value would be at little or no risk for harmful health effects. If the level of a contaminant is above the comparison value, people of a certain age or with special health conditions - like a fetus, infants, children, elderly, and people with impaired immunity – may need to take extra precautions. Because these contaminants are unregulated, EPA and MDH require no particular action based on detection of an unregulated contaminant. We are notifying you of the unregulated contaminants we have detected as a public education opportunity.

- More information is available on MDH’s [A-Z List of Contaminants in Water](https://www.health.state.mn.us/communities/environment/water/contaminants/index.html) (<https://www.health.state.mn.us/communities/environment/water/contaminants/index.html>) and Fourth [Unregulated Contaminant Monitoring Rule \(UCMR 4\)](https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html) (<https://www.health.state.mn.us/communities/environment/water/com/ucmr4.html>).

### UNREGULATED CONTAMINANTS – Tested in drinking water.

Contaminant	Comparison Value	Highest Average Result or Highest Single Test Result	Range of Detected Test Results
Sodium*	20 ppm	12.9 ppm	N/A
Sulfate	500 ppm	2.55 ppm	N/A

\*Note that home water softening can increase the level of sodium in your water.

## Some People Are More Vulnerable to Contaminants in Drinking Water

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. The developing fetus and therefore pregnant women

may also be more vulnerable to contaminants in drinking water. These people or their caregivers should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline at 1-800-426-4791.

## Learn More about Your Drinking Water

### Drinking Water Sources

Minnesota's primary drinking water sources are groundwater and surface water. Groundwater is the water found in aquifers beneath the surface of the land. Groundwater supplies 75 percent of Minnesota's drinking water. Surface water is the water in lakes, rivers, and streams above the surface of the land. Surface water supplies 25 percent of Minnesota's drinking water.

Contaminants can get in drinking water sources from the natural environment and from people's daily activities. There are five main types of contaminants in drinking water sources.

- **Microbial contaminants**, such as viruses, bacteria, and parasites. Sources include sewage treatment plants, septic systems, agricultural livestock operations, pets, and wildlife.
- **Inorganic contaminants** include salts and metals from natural sources (e.g. rock and soil), oil and gas production, mining and farming operations, urban stormwater runoff, and wastewater discharges.
- **Pesticides and herbicides** are chemicals used to reduce or kill unwanted plants and pests. Sources include agriculture, urban stormwater runoff, and commercial and residential properties.
- **Organic chemical contaminants** include synthetic and volatile organic compounds. Sources include industrial processes and petroleum production, gas stations, urban stormwater runoff, and septic systems.
- **Radioactive contaminants** such as radium, thorium, and uranium isotopes come from natural sources (e.g. radon gas from soils and rock), mining operations, and oil and gas production.

The Minnesota Department of Health provides information about your drinking water source(s) in a source water assessment, including:

- How Spring Lake Park is protecting your drinking water source(s);
- Nearby threats to your drinking water sources;
- How easily water and pollution can move from the surface of the land into drinking water sources, based on natural geology and the way wells are constructed.

Find your source water assessment at [Source Water Assessments](https://www.health.state.mn.us/communities/environment/water/swp/swa) (<https://www.health.state.mn.us/communities/environment/water/swp/swa>) or call 651-201-4700 between 8:00 a.m. and 4:30 p.m., Monday through Friday.

### Lead in Drinking Water

You may be in contact with lead through paint, water, dust, soil, food, hobbies, or your job. Coming in contact with lead can cause serious health problems for everyone. There is no safe level of lead. Babies, children under six years, and pregnant women are at the highest risk.

Lead is rarely in a drinking water source, but it can get in your drinking water as it passes through lead service lines and your household plumbing system. Spring Lake Park is responsible for providing high quality drinking water, but it cannot control the plumbing materials used in private buildings.

Read below to learn how you can protect yourself from lead in drinking water.

1. **Let the water run** for 30-60 seconds before using it for drinking or cooking if the water has not been turned on in over six hours. If you have a lead service line, you may need to let the water run longer. A service line is the underground pipe that brings water from the main water pipe under the street to your home.
  - You can find out if you have a lead service line by contacting your public water system, or you can check by following the steps at: <https://www.mprnews.org/story/2016/06/24/npr-find-lead-pipes-in-your-home>
  - The only way to know if lead has been reduced by letting it run is to check with a test. If letting the water run does not reduce lead, consider other options to reduce your exposure.
2. **Use cold water** for drinking, making food, and making baby formula. Hot water releases more lead from pipes than cold water.
3. **Test your water.** In most cases, letting the water run and using cold water for drinking and cooking should keep lead levels low in your drinking water. If you are still concerned about lead, arrange with a laboratory to test your tap water. Testing your water is important if young children or pregnant women drink your tap water.
  - Contact a Minnesota Department of Health accredited laboratory to get a sample container and instructions on how to submit a sample:  
[Environmental Laboratory Accreditation Program \(https://eldo.web.health.state.mn.us/public/accreditedlabs/labsearch.seam\)](https://eldo.web.health.state.mn.us/public/accreditedlabs/labsearch.seam)  
The Minnesota Department of Health can help you understand your test results.
4. **Treat your water** if a test shows your water has high levels of lead after you let the water run.
  - Read about water treatment units:  
[Point-of-Use Water Treatment Units for Lead Reduction \(https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html\)](https://www.health.state.mn.us/communities/environment/water/factsheet/poulead.html)

Learn more:

- Visit [Lead in Drinking Water \(https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html\)](https://www.health.state.mn.us/communities/environment/water/contaminants/lead.html)
- Visit [Basic Information about Lead in Drinking Water \(http://www.epa.gov/safewater/lead\)](http://www.epa.gov/safewater/lead)
- Call the EPA Safe Drinking Water Hotline at 1-800-426-4791. To learn about how to reduce your contact with lead from sources other than your drinking water, visit [Common Sources \(https://www.health.state.mn.us/communities/environment/lead/fs/common.html\)](https://www.health.state.mn.us/communities/environment/lead/fs/common.html).



April 13, 2022

## Municipal Market Comments

### The Search Is On!

Every time the bond market attempts to get back in bed, it falls right back out with an even greater thud. The early May FOMC meeting is fast approaching and we have had quite a bit of Fed speak seemingly more hawkish with every turn at bat. ***Finding that elusive neutral rate is no easy task and there are multiple targets that are leaving outsized market volatility well entrenched.*** Early last week, UST yields were jolted higher following clear messaging from Federal Reserve Governor (soon to be confirmed Vice-Chair) Lael Brainard that methodical rate hikes along with an accelerated unwinding to the Fed's balance sheet will be needed to regain control over advancing inflation.

***The minutes from the March FOMC meeting left little doubt that a 50 basis point hike in the fed funds rate at one or several subsequent meetings is a likely outcome and signaled one of the more aggressive tightening cycles in some time.*** There was even a suggestion that if it were not for the war in Eastern Europe, policymakers would have put through a 50 basis point lift last month.

The bond market is a rather interesting phenomenon as expectations are vivid enough to catalyze a sell-off, only to display further price erosion when those expectations turn into reality. It was only a short while ago when the 10-year UST yield was sure to breach the psychological 2% threshold after beginning the year at just over 1.6%, and now 3% is in close sight. Let's recall that it was the release of February CPI showing a near 8% rise YOY that provided conviction for the 2 – handle. ***Ahead of this week's March CPI report, showing a consensus advance of 8.4% YOY, bond prices remained under downward pressure as the Fed's task of controlling inflation reveals mounting challenges.***

***The headline CPI print came in just above target at 8.5%, the fastest annual rate since 1981 and providing sufficient runway for the FOMC to bump the funds rate by 50 basis points at the early May meeting, despite some ebbing price pressure reflected in the core number.*** While the data point was widely anticipated and reflects elevated energy prices amid the war in Eastern Europe as well as higher rental and food costs, ***the thought process seems to have more to do with whether or not inflation has peaked***

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**as well as with the identification of possible transitory elements within the inflationary mix.** The 11.2% spike in March YOY producer prices was above estimate and reflected a record print.

**Any discussion over the recovery must account for consumer sentiment and the level of spending on goods and services, with discretionary spending patterns being part of the bigger picture. We must keep in mind that although consumer balance sheets are in very good shape, sentiment may inhibit active deployment of consumer resources and reveal shifting demand patterns.**

Globally, inflation has reached outsized proportion given the rise in energy, food and other commodities prices and so this has become a major concern for Central Bankers around the world. **The longer the war in Eastern Europe goes on, the greater the potential impact upon the global economy with downward revisions to international growth and demand now taking hold.**

Housing rentals are at rather frothy levels in a number of markets across the country while home prices in many regions have been buoyed by historically low mortgage rates and a COVID – induced outmigration into the suburbs. **Now that mortgage rates have broken through 5% on the 30-year conventional, certain lower income and first-time homebuyers may be taken out of the search as higher borrowing terms limit affordability.** We must also consider oil and other commodity costs as rising prices appear to be moderating from their early-March highs and any relief on used car prices requires greater sustainability.

Excluding the more volatile food and energy contributors, core CPI advanced 0.3% MOM and 6.5% YOY (both below consensus) as used car prices dropped at the fastest pace in over 50 years and posted the second consecutive monthly decline. Although new car prices rose modestly, we will be watching for further signs of ebbing goods inflation, with the caveat that car pricing will remain tethered to some extent to demand originating from rental car companies.

Against this backdrop, **we expect any meaningful unwinding to the inflationary trajectory to pursue a slow and uneven course as supply chain bottlenecks, which have been exacerbated by the Eastern European war and COVID lockdowns in China - which may intensify should COVID lockdowns extend their reach - , take time to abate and consumers shift spending preferences to service needs.**

Furthermore, we will be looking for evidence of slowing employment growth across economic sectors as a signal of tempering wage advances, even though wages are still trailing inflationary growth rates.

**As we parsed the minutes of the March FOMC meeting, we remained somewhat fixated on the near unanimity among policymakers signaling that an aggressive tightening cycle needs to be employed to force inflation down to target, which again will take some time.** The Fed party line calls for a series of deliberate and methodical rate hikes to attain a desired neutral rate, which according to median estimates among Fed officials now stands at about 2.4%. This target, however, is at variance with a growing number of market predictions, yet we may see some clarity as the funds rate gets closer to 2%.

As we have mentioned in prior commentaries, the Fed's balance sheet grew from \$4.17 trillion in February 2020 to its current \$8.9 trillion. The tapering of asset purchases concluded last month and now the focus will be on normalizing the balance sheet, which means a significant reduction in both U.S. Treasury and mortgage-backed securities. **While the wager is on for a 50 basis point hike in the funds rate at the May meeting, it also seems likely that this move will be accompanied by the beginning phase to a much smaller balance sheet.**

The FOMC minutes expressed a monthly cut of \$95 billion with a cap of \$60 billion for Treasuries and \$35 billion for mortgage-backed securities (just over \$1 trillion annually). ***We believe that the outsized sell-off in the UST bond market can be partly attributable to expectations for the balance sheet unwinding with the Fed no longer being the buyer of last resort as it reins in unprecedented support levels that have helped to artificially keep UST yields at historically low levels.*** However, a slower, more methodical wind-down to the Treasury's bill portfolio could keep supply at bay and short rates at more repressed levels.

Perhaps the maiden voyage will target lower amounts, but with heavier numbers over the ensuing months to possibly reach target by the summer. With this schedule in mind, Central Bank asset holdings as a percentage of GDP will likely fall back closer to pre-pandemic levels by the end of 2024. The minutes further indicated a higher forecast for PCE inflation (4% vs. 2.6% in January) for this year and a more observable concern for longer-term inflation expectations. A conspicuous absence of any mention of recent UST curve inversions in the minutes speaks for itself in our view.

Last week, we saw the benchmark UST 10-year yield surge at the fastest pace since March 2020 following Lael Brainard's overtly hawkish comments, thus extending the 2022 bond market sell-off, which posted quarterly losses of generational significance. The ever-so-fickle bond market appears, at least as of this writing, to welcome the March CPI data preferring to focus on the more tempered core number as opposed to the broader YOY print. Supportive comments from Fed Governor Brainard emphasizing moderating inflation certainly did not hurt. ***As of Tuesday afternoon and continuing into Wednesday of this week, UST bond benchmarks were flashing green along the curve and futures were signaling less aggressive tightening moves through the balance of the year while holding steady to a 50 basis point hike in May.*** However, concern remains over the anticipated course of service price and wage inflation and so upward yield pressure will likely ensue for a while.

The past week saw muni yields move higher with the 10 and 30-year benchmarks rising 22 basis points since April 5. True-to-form, munis underperformed Tuesday's CPI-induced rally in the Treasury market, with yields rising 2 to 4 basis points out three years and steady performance throughout the balance of the curve. The 3 and 10-year UST benchmark yields tightened by 15 and 7 basis points respectively while the 30-year Treasury yield fell by 2 basis points.

The muni underperformance lifted benchmark 10 and 30-year relative value ratios somewhat to 89% and 98% respectively according to Refinitiv. Having said this, munis moved in sympathy with the Treasury market sell-off prior to the CPI release and even realized periods of outperformance. Still, ***outsized volatility continues to produce large-scale mutual fund outflows and heavy bid-wanted activity, and this volatility is testing the boundaries of liquidity and price discovery and the overall resiliency of the muni asset class.***

At the risk of sounding like a broken record, ***a sustained period of tempered volatility and market conviction is needed to reverse course and produce a renewed cycle of positive muni flows. When this occurs, we suspect that the more idiosyncratic nature of the municipal bond market will re-emerge with demand for product signaling a degree of compromise with respect to structure and credit spreads. For now however, we can expect to see continued outflows, yet we do think that a cyclical change will likely begin with a visibly slowing pace of negative flows.***

As we think about the outlook for the muni asset class, we cannot help but reference that idiomatic expression, “shoot first and ask questions later”. ***A perfect storm had created a very forgettable rate-driven first quarter for munis and adverse credit events and circumstances were conspicuously absent from that perfect storm.*** Various tax receipts are growing stronger, reserves and rainy day funds have been strengthened, debt management practices have become more conservative, and disclosure standards have made significant strides. Although greater provisions can be developed with respect to cyber-security threats and climate change, issuers are taking serious steps to reflect these considerations within their budgetary and operational framework. ***Certainly, the war in Eastern Europe and a growing unpredictability in Russian responses intensify the need to prepare for potential cyber-attacks.***

***We further note that rating upgrades are outpacing downgrades and a big part of the muni credit story is tied to the unprecedented amounts of Federal stimulus made available to state and local governments and revenue-generating enterprises. We note that these resources have yet to be fully allocated and additionally, funding under the infrastructure package has a multi-year time horizon for deployment.***

***Munis fell victim to a broader sell-off in the U.S. Treasury market as a Fed pivot responded to advancing inflationary pressure with a commitment to lift interest rates as needed to achieve price stability. While we can expect to see munis following the lead of UST, disproportionate underperformance seemed counter-intuitive as munis typically outperform a run-up in bond yields. Circling back to “shoot first and ask questions later”, perhaps more than a pound of flesh has been extracted from munis and maybe cheaper valuations and hopefully some UST stability can place munis on course for better quarterly performance.***

***Our theme of late centers upon the notion that better entry points now exist when compared to the lower rate and richer valuation environment that characterized the 2021 municipal bond market. While spreads may have been somewhat wider earlier in the year, there is still value to be found thanks to an unforgiving first quarter and with the dynamics at play now, cross-asset class evaluation makes sense given cheaper muni levels.***

While it is difficult to predict how much additional pain may lie ahead for munis, we believe that the heavy bloodletting is behind us and that observant investors can capture the market accretion when technicals guide us away from the cliff. When we consider ratios from both a UST and a corporate yield perspective, the value proposition can alter the investment calculus for those otherwise traditional investment grade taxable buyers with munis offering better returns and falling in line to provide inflationary ballast.

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## FOMC Minutes Signal Balance Sheet Reduction Next Month

The minutes to the March FOMC were expected to reveal committee discussion on the timing and magnitude of the Fed's balance sheet reduction. This afternoon's release showed the detail in those minutes was surprisingly clear – committee members generally agreed that a maximum of \$60 billion in Treasuries and \$35 billion in MBS's should roll off monthly, although the amount will likely be phased-in over several months.

At the expected pace, the \$9 trillion balance sheet will shrink by a max of \$1.15 trillion per year. It was generally agreed that *asset sales* would not be considered until after the runoff is well under way. The committee expects to finalize details and make the formal announcement at the May meeting.

The other revelation in the minutes was that "many" committee members had actually preferred a larger 50 basis point hike last month, but decided on 25 bps given the uncertainty surrounding the war in Ukraine. Since the meeting, a parade of FOMC members have expressed desire or willingness to move in bigger increments.

Inflation was the dominant discussion theme in the March minutes; Bloomberg noted there was no mention of "recession." It seems clear that Fed officials are willing to sacrifice economic growth to achieve price stability . . . at least for a while. The committee recognized that if the public begins to question the Fed's resolve, inflation expectations could become embedded. This concern seems to support the idea of front-loading with bigger rate hikes at the next two meetings.

### Market Indications as of 2:44 P.M. Central Time

DOW	Down -168 to 34,474 (HIGH: 36,800)
NASDAQ	Down -301 to 13,903 (HIGH: 16,057)
S&P 500	Down -53 to 4,472 (HIGH: 4,797)
1-Yr T-bill	current yield 1.74%; opening yield 1.72%
2-Yr T-note	current yield 2.50%; opening yield 2.53%
3-Yr T-note	current yield 2.68%; opening yield 2.72%
5-Yr T-note	current yield 2.70%; opening yield 2.71%
10-Yr T-note	current yield 2.61%; opening yield 2.56%
30-Yr T-bond	current yield 2.63%; opening yield 2.59%

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*It seems clear that Fed officials are willing to sacrifice economic growth to achieve price stability.*

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**Kenneth Fiereck**  
Clear Lake



**Donald Holl**  
Forest Lake



**Shelly Peterson**  
Nowthen



**Peter Wojciechowski**  
Ham Lake

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*Connexus Energy is an equal opportunity/  
affirmative action employer.*

## 2021 EXECUTIVE LEADERSHIP

**Greg Ridderbusch**, President and Chief Executive Officer

**Brian Burandt**, Vice President, Power Supply and Business Development

**Don Haller**, Vice President, Members

**Mark Koplin**, Vice President, Technology

**Nick Loehlein**, Vice President, Electric Operations

**Linda Maegi**, Vice President, Employee Services

**Yan Paul Martinez**, Chief Financial Officer and Vice President

your most powerful membership®



Connexus Energy is offsetting 100% of the energy used for printing this newsletter with renewable energy credits.

# 2021 at a **glance**

## **5 years**

Five consecutive years with no rate increases.

## **2% - 4%**

Connexus rates remain lower than Xcel.

## **\$8 million**

Paid in Cash Back to members.

## **\$263 million**

Annual revenue.

## **\$2 million**

Employee cost-savings ideas saved more than \$2 million in operating costs.

## **1<sup>st</sup> place**

National first place winner in grid reliability.

## **141,000 members**

91% residential, 9% commercial industrial.

## **\$130 million**

Cumulative Cash Back paid over 50+ years.

## **2 billion**

Annual kilowatt hours in energy sales.

## **61%**

Growth for members signing up for electric vehicle charging special rate.

# Message to our members



Annual reviews are commonly used for looking back, but Connexus, as your most powerful membership®, also looks forward to elevate our ambitions of service to you, to elevate the modernization of the electric energy business, and to elevate our care for community.

As one of the nation's first 100 electric cooperatives, Connexus Energy was started with a unanimous vote of members in 1937. And while there have been many unanimous votes since then, in 2021 the Board voted as one, in favor of pursuing power supply alternatives — an action that is elevating us to the next level in serving our membership with increased flexibility in our purchasing options as well as competitive pricing for our next 80+ years of service.

We gathered with members and community leaders last summer to celebrate local investments and the power of membership with a ribbon-cutting ceremony for Sunflower I and II, our newest solar projects near Princeton and St. Francis. Saving costs while greening the grid, Connexus Energy is now locally harvesting over 20 megawatts, enough to power more than 2,800 homes. We also applaud members who express their commitment to greening the grid through energy conservation, investing in their own rooftop solar panels, or joining our new Renewable Energy Club. And not to worry, there is plenty left — more than 1.7 million megawatts of sunshine is delivered to our service territory most days.

The basics — affordability, reliability, safety, sustainability, savings programs, and financial strength — pair with 2021 growth taking us past 140,000 member accounts. The progressive refresh and modernization of our resilient electric grid, the hard work of staff, line workers, meter techs, member service agents, accountants, engineers, and more is enabling Connexus to provide a fifth consecutive year of no rate increases in 2022.

An electric cooperative isn't all electrons and wires. In 2021, we were humbled by recognition for how we strike a balance between affordable electricity, agriculture, and environment. Award-winning filmmaker Jesse Roesler produced a short documentary, "Pollinators, Prairie, and Power," relating the story of Connexus Energy's proactive decision to ensure productive use of the land under and around our solar arrays. Our pollinator-friendly projects benefit nearby crops, and we work with partners like Bare Honey. Stop by our front desk to purchase a jar of honey, with all proceeds going to charitable purposes.



And these modernizations are just in time. No less than six different major auto makers launched major advertising campaigns for new electric vehicles in the last few weeks — it's exciting something as old as electricity is being elevated to coolness again. We're ready for it and so are you. In 2021, nearly twice as many Connexus members as the previous year signed up for our special electric vehicle charging rate.

Connexus is leveraging the best new electrical and grid tools to provide innovative programs like Peak-Time Rebate that save you money and additional services that put control into your hands such as the new Connexus App for your mobile phone.

So, we briefly reflect on accomplishments of the past year and the heritage from the decades. We are most grateful to elevate our vision and hearts serving all members of Connexus Energy.

**Greg Ridderbusch**  
President & Chief  
Executive Officer

**Fran Bator**  
Board Chair

# 2021 highlights

## End of credit card fees

We've heard from our residential members – you like the convenience, as well as the perks, points, and airline miles that come with paying with a credit card. For residential members, we've made paying your Connexus Energy bill even easier and eliminated all credit card fees.

## Reliability

In a year with numerous weather-impacts on energy infrastructure as well as public health challenges, Connexus Energy's proven electric service reliability was recognized with a national award. From system engineers to field designers to lineworkers, the staff of Connexus Energy are working for our members to build and maintain a resilient electric grid.



## Flexibility to provide flat rates

Over the last four years, Connexus has held the line and had no rate increases — in part, because of some flexibility in our wholesale power agreement. Supported by a unanimous vote of Connexus Energy's Board of Directors, we are working proactively to negotiate a new wholesale power agreement that gives us even more flexibility and cost control into the future.



## Cash Back for members

Paid more than \$8 million in Cash Back payments to members. Over the past 50+ years, Connexus has paid members more than \$130 million in Cash Back.

## Our greener future

With the grand opening of the innovative Sunflower I and II solar projects in Princeton and St. Francis, we've added new power generation closer to home. These projects not only use leading solar technology, they also provide space for shade-tolerant, pollinator-friendly plants. Over the next several years, these local investments will help reduce wholesale power costs, saving Connexus members millions of dollars.



# Financial highlights

## STATEMENTS OF OPERATIONS (in thousands)

	2021	2020
Electric Revenue	\$ 263,275	\$ 246,950
Cost of Power	190,903	173,232
Gross Margin	72,372	73,718
Operating Expenses - including interest	67,577	65,498
Other Non-Operating Income	10,704	8,213
Net Margin	<u>\$ 15,499</u>	<u>\$ 16,433</u>

## BALANCE SHEETS (in thousands)

Assets	2021	2020
Utility Plant		
Total utility plant	\$ 402,458	\$ 387,223
Less accumulated depreciation	(166,715)	(157,009)
Utility plant, net	<u>235,743</u>	<u>230,214</u>
Other Property and Investments		
Investments in associated organizations	157,061	151,516
Other investments	9,922	9,619
Other assets	33,833	35,817
Total other property and investments	<u>200,816</u>	<u>196,952</u>
Current Assets		
Cash and cash equivalents	2	2
Accounts receivable, net	30,628	29,981
Material and supplies	4,766	3,952
Other	1,389	1,554
Total current assets	<u>36,785</u>	<u>35,489</u>
Total Assets	<u>\$ 473,344</u>	<u>\$ 462,655</u>
<b>Patrons' Equity and Liabilities</b>		
Patrons' Equity	\$ 219,733	\$ 212,662
Long-Term Debt, Less Current Maturities	158,992	160,856
Other Long-Term Liabilities, Less Current Maturities	33,558	23,190
Current Liabilities		
Accounts payable	33,331	35,984
Member deposits	1,837	1,819
Accrued liabilities	13,648	12,598
Debt due within one year	12,245	15,546
Total current liabilities	<u>61,061</u>	<u>65,947</u>
Total Patrons' Equity and Liabilities	<u>\$ 473,344</u>	<u>\$ 462,655</u>

*The complete audited financial statements can be viewed online at [connexusenergy.com](http://connexusenergy.com).*

# The Connexus Energy Foundation



Connexus Energy member Big River Farms provides education in organic agriculture.

The Connexus Energy Foundation<sup>SM</sup> began operating in 2020 as part of our long-term plan for community giving. Funded with unclaimed Cash Back from former members, we proudly support organizations providing services across our service area. Our primary areas of support include youth and education, community services, economic development and commerce, and environmental stewardship.

**\$330,000**  
to our communities

## 2021 Donations (\$500+)

A Place for You	Community Scholarship Foundation - Forest Lake High School	Lakes Center for Youth and Families	Saving Shepherds of MN
Achieve Services, Inc.	Community Table, Inc.	Legacy Christian Academy	Special Olympics Minnesota, Inc.
Acres for Life - Therapy & Wellness Center	Coon Rapids Community Scholarship Program	M State Foundation and Alumni	Spring Lake Park High School
Alexandra House	Coon Rapids Rotary Foundation	Mental Wellness Campaign for Anoka County	St. Cloud Tech High School
American Red Cross - Greater MSP Chapter	Crohn's & Colitis Foundation	Mercy and Unity Hospitals Foundation	St. Francis Elementary Association of Parents and Teachers
Anoka County Brotherhood Council	Dakota County Technical College Foundation	Minnesota State Council on Economic Education	St. Francis High School
Anoka County Child Abuse Prevention Council	Elevate Hope House	Minnesota West Foundation	St. Olaf College
Anoka Halloween Parade	Elk River High School	Nexus Foundation for Family Healing	Star Legacy Foundation
Anoka Hennepin Educational Foundation	Faith in Action in Sherburne County	North Anoka County Emergency Food Shelf	Stepping Stone Emergency Housing
Anoka Hennepin School District	Feed My Starving Children	Northern Starz Theatre Company	The City of Ramsey Foundation
Anoka High School	Fishing for Life	Nowthen Heritage Festival	The Education Foundation of Forest Lake Area
Anoka Ramsey Community College Foundation	Fresh Energy	PACT Charter School	The Food Group Minnesota
Anoka Rotary Community Fund	Friends of Sherburne National Wildlife Refuge, Inc.	Polycystic Kidney Disease Foundation	The Minnesota Hundred Club
Anoka Technical College Foundation	Granny's Closet	Princeton Scholarship Foundation Dollars for Scholars	Volunteers of America
Anoka Tornadoes Football Booster Club	Greater Twin Cities United Way	Push for Empowered Pregnancy	Wargo Nature Center
Becker High School	Happy Days 5K and Youth Fun Run	Quilts of Valor Foundation	White Bear Lake Area Educational Foundation
Big Lake High School	Hope 4 Youth	Rise Incorporated	White Bear Lake High School
Blaine Community Scholarship Association	Humor to Fight the Tumor, Inc.	Robert & Wilma Burbach Bike Foundation of MN	WOMN Strong
Cambridge-Isanti High School	Impact Services Initiative Foundation	Ruff Start Rescue	Zimmerman High School
Centennial Area Education Foundation, Inc.	Isanti MN Firefighters Rodeo Association	Rum River Art Center	
Community Aid of Elk River	Kinship Youth Mentoring of Princeton	Salvation Army Heat Share	



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# Engaging & helping



Leaders from Anoka Hennepin School District receive a Cash Back check from Connexus Energy Board members at a Blaine Business Council meeting.



Greg Ridderbusch joined Justice Alan Page, his daughter Kamie Page, and nonprofit Fresh Energy for a reading of "Bee Love," a Valentine's Day event about the co-benefits of solar.



## POLLINATORS, PRAIRIE & POWER A SUSTAINABILITY WIN-WIN

Connexus Energy member Prairie Restorations commissioned award-winning filmmaker Jesse Roessler to create a documentary about creating flowering meadows on solar farms to help save the pollinators.

## Your Community, Your Choice

Every month, our members choose the organization to be given a \$1,500 donation.

- MN Fundraising Initiative
- CARE Food Shelf
- Great River Faith in Action
- Stepping Stone
- Rum River Art Center
- Saving Shepherds of Minnesota

- Rise
- Avanti
- A Place for You
- Ruff Start Rescue
- Acres for Life, Center for Growth & Learning
- Achieve Services, Inc.



Rum River Art Center students



**FOR IMMEDIATE RELEASE:**  
**April 13, 2022**

**Contact:** Alex Carlson  
Public Affairs Coordinator  
(612) 750-9960  
acarlson@mmcd.org

## **Mosquito Control activity beginning in your community in April**

*Metropolitan Mosquito Control District trucks, helicopters, and staff will be out in neighborhoods and parks this spring and summer working to reduce mosquito-borne disease and annoyance.*

SAINT PAUL - Every spring after the snow melts and as temperatures rise, we begin to find mosquito larvae in ponds and wetlands around the Twin Cities. The Metropolitan Mosquito Control District (MMCD) will be conducting surveillance and treatment activities in your community to reduce the risk of disease and annoyance in an environmentally-sensitive manner.

Each year the field staff at MMCD monitors and treats wetlands that breed mosquitoes with a fleet of trucks and helicopters. Many of our seasonal staff begin working in April and residents of the seven county metro area may notice the green or white trucks with the MMCD logo or staff on bikes or on foot wearing brightly colored "Mosquito Control" shirts.

At times MMCD employees may need to cross private property for access to check and treat areas for mosquito larvae. MMCD management asks the community to please stay several feet away from field staff and ensure children and pets are kept at a distance. If you have questions about mosquito control activities or concerns about an employee, please call the MMCD front desk at (651) 645-9149 or visit [MMCD.org](http://MMCD.org).

Some of the activities that MMCD may be doing in your community include:

- Wetland surveillance - determining if ponds or swamps have mosquito larvae present.
- Catchbasin surveillance - pulling off grates and inspecting neighborhood catch basins to determine if mosquito larvae are present.
- Ground larval treatments - applying control materials to a wetland with a hand spreader or backpack.
- Helicopter larval treatments - applying control materials to a wetland via helicopter.
- Catchbasin treatments - applying control materials to neighborhood catchbasins.
- Setting or collecting traps - surveillance helps MMCD determine where and what types of mosquitoes are active.



The control materials and methods used by MMCD are regularly tested for safety and only applied when surveillance indicates they would be effective. They are designed specifically to target mosquito larvae or adults with minimal impacts on non-target insects. The control materials are not harmful to people, pets, or wildlife. For a complete list of control materials used, please visit [MMCD.org](http://MMCD.org).

### **Work for MMCD**

Each year Metropolitan Mosquito Control District hires around 180 seasonal employees to work at one of our six field facilities located in Oakdale, Rosemount, Jordan, Plymouth, Maple Grove, and Andover. Positions are still available at every facility and we are seeking great candidates who enjoy working outdoors, helping the community, and learning about the environment. Seasonal jobs have great starting wages, flexible start and end dates, paid time off, and more! Get more details and apply today at [mmcd.org/employment](http://mmcd.org/employment).

The Metropolitan Mosquito Control District appreciates your support. For information about our programs or for tips on how to reduce mosquitoes near your home, please visit [MMCD.org](http://MMCD.org).

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*For press inquiries or interview requests, please contact Alex Carlson - [acarlson@mmcd.org](mailto:acarlson@mmcd.org) or (612) 750-9960.*



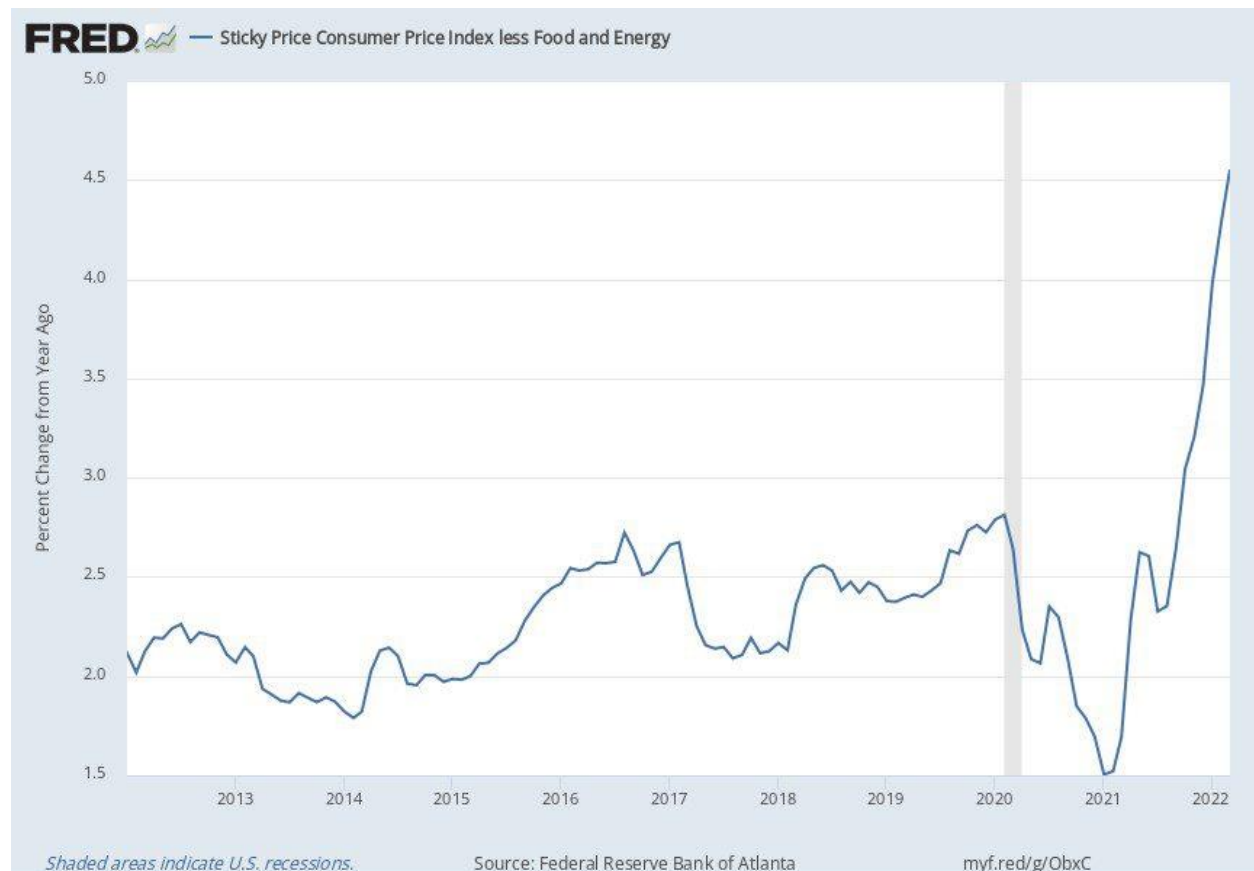
## Difficult First Quarter of 2022 for the Municipal Market & Some Inflation Insights

Market Commentary - April 14, 2022

by Jonathan Schatz

The monthly Consumer Price Index (CPI) data was released by the Labor Department on Tuesday and to no one's surprise it provided a grim confirmation of the continued inflationary pressure we are all experiencing. Top line inflation was up 8.5% (annualized) in March from a year earlier, a rate not seen since December 1981. This surge continues to be largely driven by food and energy costs, however the core inflation number, which excludes food and energy, was also up 6.5% in March.

The Federal Reserve Bank of Atlanta maintains a subset of the CPI called the Sticky Price CPI, which excludes many volatile items and focuses on goods and services that have historically slow-moving price changes. This is meant to give a sense of the trajectory of overall inflation. A chart of the past 10 years of the Sticky Price CPI is below, showing that even items such as furniture, auto maintenance, auto insurance, infant clothing and other items that have historically demonstrated stable prices are also surging in this current environment.



So now what? The question for market participants, economists and pretty much anybody right now is: are we seeing peak inflation? In other words, we've seen and experienced the surge, but will it ever slow down?

Here are two causes for some optimism that perhaps the worst is behind us or will be soon. First, the core inflation index, which rose by 0.3% from February to March, increased at the slowest pace in six months. Second, the largest driver of growth in core inflation over the past year has been used car prices (which anybody who has tried to buy a car recently can attest to) and used auto prices actually decreased 3.8% from February to March.

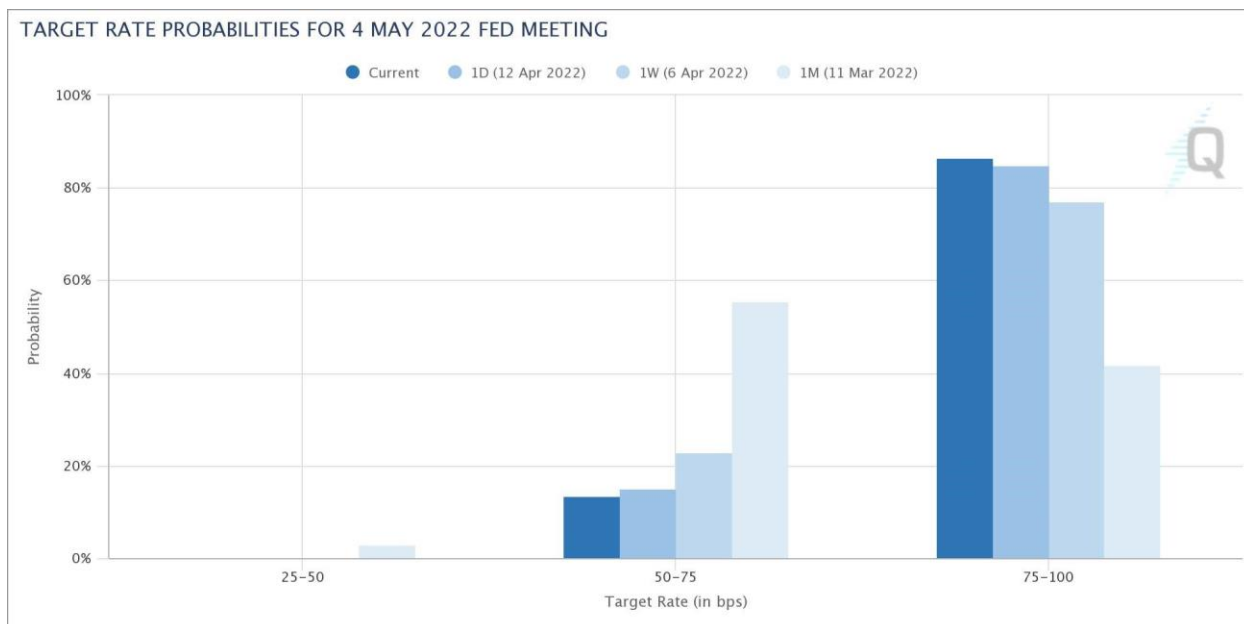
Despite those glimmers of hope, the reality is we are still sitting in a moment of unprecedented inflation, and without a singular cause there is also no singular solution. However, there are levers to be pulled that may help to ease the situation, and we will likely see those in the form of monetary policy in the coming weeks.

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### **Tracking Fed Rate Increases**

The Federal Open Market Committee (FOMC), which is the group that sets monetary policy on behalf of the Federal Reserve, will be looking to continue to manipulate said policy levers to mitigate surging inflation. Primarily, this means increases to the target range for the fed funds rate. The CME Group publishes data that uses fed funds futures pricing to derive probabilities for expected FOMC rate decisions at future meeting dates.

The chart below demonstrates the market's evolution of thought regarding the magnitude of a potential increase to the fed funds rate at the FOMC's next meeting in early May. One month ago, expectations were very nearly split between the probability of either a 25 or 50 basis point increase (1 basis point = 0.01%), with a bias towards 25 basis points (the current range is 25 – 50 basis points). Clearly, market expectations have dramatically shifted into the camp of a 50-basis point increase at over 80%, and 25 basis points at under 20%. The consensus is that the FOMC needs to act more boldly to combat the inflation dynamic.



## Trends in Municipal Bond Yields

Trends in Municipal Bond Yields March 11, 2022 to April 8, 2022					
AAA Yields*	Mar. 11, 2022	Mar. 25, 2022	April 8, 2022	Change Since 3/11	Change Since 3/25
5 Years	1.57%	1.99%	2.19%	0.62%	0.20%
10 Years	1.85%	2.21%	2.40%	0.55%	0.19%
20 Years	2.16%	2.47%	2.64%	0.48%	0.17%
30 Years	2.30%	2.60%	2.76%	0.46%	0.16%
Bond Buyer 20 Bond Index**	2.33%	2.67%	2.73%	0.40%	0.06%

Source:

\* Bloomberg Valuation

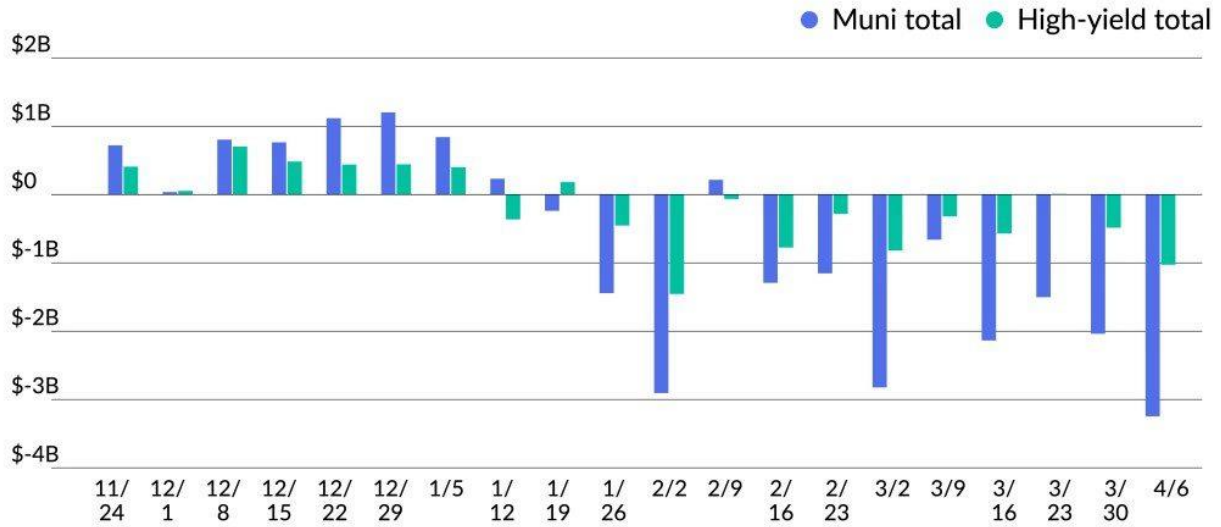
\*\* The Bond Buyer, average yield on a portfolio of municipal bonds maturing in 20 years, AA/Aa2 average rating

Municipal yields increased another 15+ basis points across the interest rate spectrum in the week ending April 8<sup>th</sup>, according to Bloomberg Valuation (BVAL). The 10-year AAA-rated muni ended last week at 2.40%, up from 2.21% at the end of March and 1.47% in early February. This week is shortened due to the Good Friday holiday on Friday, and so light issuance is expected.

Data released last week showed that municipal bond mutual funds had their worst-performing quarter since 1980. This outcome can be mostly blamed on increases in yields, generally, and heavy fund outflows that led to portfolio managers selling bonds to meet investor redemptions. Returns on the Bloomberg Municipal Bond Fund Index were negative 6.39% to end the first quarter. Aggregate outflows

from municipal bond mutual funds since December 31 of last year equate to about 3% of total mutual fund holdings.

## Refinitiv Lipper sees more outflows



Source: Refinitiv Lipper

Volatility throughout the municipal market is heavily correlated to US treasuries. There is hope that once treasuries settle from the current period of persistent instability, munis can expect the same. According to Matthew Gastall from Morgan Stanley, in past periods of volatility municipal funds have moved quickly to outperform treasuries as soon as the market found stability.

Ehlers municipal issuer clients can rely on their financing team to provide the most up-to-date data on bond pricing and market stability.