



CITY OF SPRING PARK  
CITY COUNCIL AGENDA  
JUNE 21, 2021 – 7:00 PM  
SPRING PARK CITY HALL

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1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADOPT MEETING AGENDA
4. ADOPT CONSENT AGENDA\*
  - a. Approve Regular City Council Meeting Minutes from June 7, 2021
5. PUBLIC FORUM\*\*
6. PRESENTATIONS & GUEST SPEAKERS
  - a. Jenny Bodurka – Tour de Tonka Bike Ride
7. PUBLIC HEARINGS
8. PETITIONS, REQUESTS, & APPLICATIONS
9. ORDINANCES & RESOLUTIONS
10. REPORTS OF OFFICERS AND COMMITTEES
  - a. Mayor & Council
  - b. City Staff
    - i. Orono Public Works Contract
    - ii. 4000 Sunset Drive Encroachment Agreement
  - c. Contract Staff
11. NEW BUSINESS & COMMUNICATIONS
12. CLAIMS FOR PAYMENT
  - a. June 21, 2021 Claims
13. UPCOMING MEETINGS & TRAINING
  - a. June 22 – LMCD Work Session with Regular Meeting to Follow – 6:00 PM
  - b. June 30 – West Arm Road West Road Project Open House – 6:00 PM
  - c. July 6 (Tuesday) – City Council Regular Session – 7:00 PM
14. MISCELLANEOUS (INFORMATION ONLY)
15. ADJOURNMENT

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\* The Consent Agenda lists those items of business which are considered to be routine, recommended for approval, and/or which need no discussion. The several separate items listed on the Consent Agenda are acted upon by one motion. There will be no separate discussion of these items unless a Council Member makes a request, in which event the item will be removed from the Consent Agenda and placed elsewhere on the regular agenda for Council discussion and action.

\*\* Under Public Forum individuals may address the City Council about any item not contained on the regular agenda. Each speaker should keep their statements to three minutes to allow sufficient time for others. The Council will take no official action on items discussed at the forum, with the exception of referral to staff for future report.





4a

CITY OF SPRING PARK  
CITY COUNCIL MINUTES  
JUNE 7, 2021 – 7:00 PM  
SPRING PARK CITY HALL

1. CALL TO ORDER

The following Council Members were present: Jerome P. Rockvam, Mark Chase, Jeff Hoffman, Pamela Horton, and Gary Hughes. Mayor Rockvam chaired the meeting.

2. PLEDGE OF ALLEGIANCE

Rockvam led the audience in the Pledge of Allegiance.

3. ADOPT MEETING AGENDA

Council Member Hughes motioned, being seconded by Council Member Chase to approve the agenda as presented. On vote being taken, the motion was unanimously approved.

4. ADOPT CONSENT AGENDA

Council Member Horton motioned, being seconded by Council Member Hoffman to:

- a. Approve City Council Work Session Meeting Minutes from May 17, 2021
- b. Approve Regular City Council Meeting Minutes from May 17, 2021
- c. Approve Liquor, Cigarette, & Dinner Dance License Renewals
- d. Approve Back Channel Brewing Co. Special Event Application
  - i. Sunset Sets

On vote being taken, the motion was unanimously approved.

Tolsma reviewed a request from Back Channel Brewing Co. asking to utilize the expanded patio throughout the summer and for years to come. Council Member Chase motioned, being seconded by Council Member Horton to approve Back Channel Brewing Co expanded patio through 2021. On vote being taken, the motion was unanimously approved.

5. PUBLIC FORUM - none

6. PRESENTATIONS & GUEST SPEAKERS

- a. Westonka Historical Society – Pamela J. Myers

Myers thanked the City of Spring Park for their financial support for the Westonka History Museum. She discussed the additional cabinets purchased allowing them to display more items of local history. Myers invited City Council member, staff, and their families for a special tour of the new displays.

7. PUBLIC HEARINGS – none

8. PETITIONS, REQUESTS, & APPLICATIONS - none

9. ORDINANCES & RESOLUTIONS - none

10. REPORTS OF OFFICERS AND COMMITTEES

a. Mayor & Council

Rockvam inquired about a property on Sunset Drive and the zoning issues. Tolsma stated he did a site inspection, and the issue is being addressed.

Rockvam congratulated Spring Park resident Shane Wiskus on his continuing gymnastics career.

Rockvam stated there have been complaints about the restoration work on Black Lake Road after digging the water and sewer. He would like Norling's do all the restoration work and deduct it from the project. Mike Nielson with Sambatek stated the contractor would like to make it right and will make the corrections.

Hughes inquired to mailboxes on Black Lake Road and discussion was had on if the City could do anything regarding the issue of the condition of mailboxes and their location.

Discussion was had on a pedestrian crossing at the Black Lake Road/Shoreline Drive intersection. There have been several close calls on pedestrians almost being struck by vehicles at that intersection. Tolsma stated he will again inquire with the County regarding the issue.

Hoffman inquired to the Sunset Drive access improvements. Tolsma stated an encroachment agreement should be brought forward at the next council meeting and we will move forward with improvements after the agreement is in place.

Horton stated the playground equipment at Wilkes Park is dirty and asked if it could be cleaned. Tolsma stated it could be power washed.

b. City Staff - none

c. Contract Staff

Neilson updated Council on the West Arm West project and discussion was had.

11. NEW BUSINESS & COMMUNICATIONS – none

12. CLAIMS FOR PAYMENT

a. June 7, 2021 Claims

Council Member Horton motioned, being seconded by Council Member Hughes to approve claims for payment that have been submitted. On vote being taken, the motion was unanimously approved.

13. UPCOMING MEETINGS & TRAINING

- a. June 9 – Planning Commission Meeting – 6:00 PM
- b. June 21 – City Council Work Session – 6:00 PM
- c. June 21 – Regular City Council Meeting – 7:00 PM

14. MISCELLANEOUS (INFORMATION ONLY)

15. ADJOURNMENT

There being no further discussion, Hoffman motioned, being seconded by Chase to adjourn the meeting at 7:40 p.m. On vote being taken, the motion was unanimously approved.

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Jennifer Nelson, City Clerk

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Dan Tolsma, City Administrator



## AGREEMENT FOR STANDBY SERVICE

This Agreement ("Agreement") is made effective this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between the City of Orono, a Minnesota municipal corporation ("Orono"), and the City of Spring Park ("Spring Park"), a Minnesota municipal corporation.

1. **Purpose.** This Agreement provides that Orono shall furnish public works services to Spring Park based upon the terms and conditions described herein, under authority of Minn. Stat. § 471.59.
2. **Responsibilities of Spring Park.**
  - a. Maintain and make available to Orono all information necessary to perform public works services.
  - b. Provide access to facilities and infrastructure to Orono Public Works Personnel.
  - c. Pay to Orono all amounts due hereunder in a timely fashion, including but not limited to the cost of repairs, parts, and material supplied by Orono, and the charges from independent contractors of Orono.
  - d. Continue to provide sufficient capital investment in city infrastructure and facilities to ensure their long term viability.
3. **Responsibilities of Orono.**
  - a. Perform Public Works Services for Spring Park as described in Exhibit A.
  - b. Orono shall submit to Spring Park a monthly report of services rendered and charges due in such detail as Spring Park may reasonably require, as well as periodic suggestions related to the services. Orono shall provide inspection reports, timesheets, invoices, receipts, and other information for the permanent records kept by Spring Park.
  - c. Provide a monthly, written report to designated officials of Spring Park, summarizing plant performance, production, flows, major projects or accomplishments, and preventive and corrective maintenance activities for the month.
4. **Level of Public Works Services Provided.** Orono agrees to furnish public works services to Spring Park 24 hours per day, seven days a week at the same level and quality as rendered to the citizens of Orono. The manner and means of performing the services are to be determined by Orono, except as specifically provided to the contrary in this agreement.
5. **Personnel, Employees of Orono.** Orono shall retain all obligations with regard to the salary, workers' compensation benefits, PERA, health insurance, and other benefits of such employees that Orono may offer to its employees. Orono shall retain full control of the way the work and other matters incidental to the performance of services is performed pursuant to this Agreement. Nothing in this Agreement shall be construed to obligate Orono to provide benefits to employees who are not eligible for those benefits. Spring Park shall have none of the responsibilities which arise out of the employer-employee relationship with respect to personnel assigned by Orono to provide services hereunder, except as provided in paragraph 9.
6. **Equipment.** Vehicles, tools, and equipment used in the performance of this Agreement shall remain the property of Orono. Equipment that is a permanent part of or specific to Spring Park facilities and infrastructure are the property and responsibility of Spring Park, and Spring Park shall be responsible for

replacement and repair of said equipment as needed. Spring Park waives any claim it may have against Orono for damage to its equipment.

7. Cooperation and Assistance. Spring Park shall provide full cooperation and assistance to Orono, its agents, and employees in rendering of these services.

8. Duration of Contract. The initial term of this agreement shall be five (5) years commencing on September 1, 2021, and the Agreement shall automatically be extended for additional five (5) year terms without any action of the parties. The parties acknowledge that they must follow the termination procedure in paragraph 9 if they wish to avoid the automatic renewal of this Agreement.

9. Termination of Agreement. This Agreement shall be in full force and will automatically continue unless terminated by either party. In order to terminate this Agreement, a party must provide written notice to the other party at least one (1) year in advance of termination. If notice of termination is properly given, this Agreement shall terminate as of the date set forth in the notice, which shall not in any event be less than one (1) year from the date of said notice. Any amounts due to Orono shall become immediately due and payable on the date this Agreement terminates. If Spring Park terminates this Agreement before the conclusion of any five-year term, then Spring Park shall be responsible for any unemployment claims that arise from the termination of this agreement for a period of two (2) years from the termination date. If Orono provides notice to terminate this Agreement at the end of a five-year term, Orono shall be responsible for any unemployment claims that arise from the termination.

10. Cost to Spring Park. For and in consideration of the rendition of the services, Spring Park shall make payments to Orono as follows:

a. Baseline Public Works Services Cost. \$191,000.00 per year. The amount will be paid in twelve (12) monthly installments. This annual rate shall be adjusted annually based on the COLA rate change per the Orono Public Works Collective bargaining agreement.

b. Pass through costs. Any supplies or materials will be passed through for Spring Park to pay directly or will be billed to Spring Park at cost. Any overtime beyond the 100 hours per year included in the baseline rate will be billed directly to Spring Park as it occurs at the current overtime rates. Applicable rates will be provided to Spring Park on an annual basis as the Orono fee schedule is approved.

c. Software Costs. Cost associated with maintaining the software licenses, database management for asset management, and GIS will be passed through to Spring Park at cost.

d. Cost Review. One year after the effective date of this Agreement, an audit of actual expenses associated with the Baseline Public Works Services Cost will be reviewed. Upon agreement by both parties, the Baseline Public Works Services Cost may be adjusted. The adjustment shall be no more than  $\pm 7\%$  and said adjustment shall cover Orono's expenses and administrative costs. If the parties are unable to reach a mutual agreement regarding an adjustment of the Baseline Public Works Services Cost, then the Baseline Public Works Services Cost shall remain the same.

e. Implementation Costs. Spring Park shall reimburse Orono for the cost associated with training and familiarizing Orono Staff with Spring Park infrastructure. These costs shall not exceed \$9,000.



11. Invoicing. Orono shall bill Spring Park within 15 days after the last day of each month for which services were rendered, and Spring Park shall remit payment thereon by the first day of the month following receipt of the bill.
12. Emergency Repair Authority. During emergencies or in response to infrastructure issues after hours, Spring Parks authorizes Orono Staff to make repairs or contract for repairs up to \$15,000. Orono staff will contact Spring Park City Administrator as soon as practical to get authorization for any additional repairs that may be required.
13. Insurance. Orono shall maintain workers' compensation insurance as required by law covering its own personal and commercial general liability insurance, or its equivalent, in the amount of not less than \$2,000,000 per occurrence. Orono shall add Spring Park as an additional insured to its liability coverage. Orono shall furnish Spring Park with a certificate of insurance as to the policies in force. In addition, Orono shall require any independent contractors providing services in Spring Park to procure and maintain insurance with limits of liability not less than those provided herein.
14. Indemnification and Liability. Each party shall be liable for the acts or omissions of its respective officers, agents and employees. Each party agrees to indemnify and hold harmless the other from any claims, losses, costs, expenses or damages, including reasonable attorney fees, resulting from the acts or omissions of the respective officers, agents or employees of the indemnifying party to the extent such acts or omissions relate to activities conducted by the indemnifying party under this Agreement. Nothing herein shall be deemed a waiver of any statutory or common law limitations on liability available to either of the parties. For the purposes of determining total liability, the parties shall be considered a single governmental unit pursuant to Minnesota Statutes, Section 471.59, subd. 1a, and their total liability shall not exceed the limits for a single governmental unit as specified in Minnesota Statutes, Section 466.04.
15. Data Practices. The parties agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all other applicable state or federal rules, regulations, or orders pertaining to privacy or confidentiality. The parties understand that all of the data created, collected, received, stored, used, maintained, or disseminated by Orono or Spring Park pursuant to this Agreement is subject to the requirements of Chapter 13, and the parties must comply.
16. Waiver. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
17. Entire Agreement. It is understood that this Agreement contains the entire Agreement between Orono and Spring Park and that no statement, promise, or inducement made by any party hereto, or officer, agent or employee of either party hereto which is not contained in this written Agreement shall be valid or binding; this Agreement may not be enlarged, modified, or altered except in writing signed by the parties endorsed hereon. It is expressly understood between the parties hereto, and this understanding shall be considered when interpreting the provisions of this Agreement, that upon notice given by any party hereto, good faith

negotiations may be undertaken for the purpose of revising, adding to or striking any provision or provisions of this Agreement which appear to be unworkable. Any mutually acceptable change to the original provisions of this Agreement shall be written and attached to the Agreement as provided above and any such revision, addition, or deletion shall only apply to the provision revised, added or deleted, and the remainder of the Agreement shall remain in full force and effect.

18. Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Hennepin County, Minnesota.

19. Official Notices. All notices shall be in writing and considered to have been duly given if sent by first class certified mail or delivered to the address as set forth below by reputable overnight delivery service or local messenger, or to such other address as such party may hereafter designate by written notice to the other party. Notices given by certified mail shall be effective two (2) business days after their postmark; notices delivered by overnight delivery service or local messenger shall be effective upon receipt or refusal of receipt; and notices by email shall be effective upon delivery, provided that if an email notice is delivered after 5:00 PM or on a non-business day, then such email notice shall be effective on the next business day. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change. Notice by or to a party shall be effective if delivered by or to such party's attorney.

To Spring Park: [Insert Preferred Address]

City of Spring Park  
4349 Warren Avenue  
Spring Park, MN 55384  
Attn: City Administrator

To Orono: City of Orono, Minnesota  
Orono City Hall  
2750 Kelley Parkway  
Orono, MN 55356  
Attn: City Administrator

Copy to: Campbell Knutson, P.A.  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Attn: Soren Mattick

IN WITNESS WHEREOF, the City of Orono and the City of Spring Park have executed this Contract  
this \_\_\_\_\_ day \_\_\_\_\_ 2021.

City of Orono

\_\_\_\_\_  
Mayor Dennis Walsh

Attest: \_\_\_\_\_  
Anna Carlson, City Clerk

City of Spring Park

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

## Exhibit A

### Services to be provided by Orono

Orono Public Works will:

1. Maintain Spring Parks Water and Waste Water Systems. Provide the personnel necessary to manage, operate, and maintain Spring Park's water production, treatment, storage and distribution facilities as well as the wastewater collection system to achieve optimum performance and to maintain equipment for system integrity.

A. Monitor, sample, analyze, and report as required by the Minnesota Department of Health (MDOH) in matters related to municipal water supply. Process control testing include those tests necessary to maintain the daily operation of the water treatment system (pH, iron and manganese, chlorine residual, etc.). Any additional testing required by regulatory agencies such as but not limited to bacteria, inorganic chemicals, synthetic organic chemicals and volatile organic chemicals will be sent to a commercial laboratory for completion. The cost of shipping and the laboratory analysis of the samples shall be the responsibility of Spring Park.

B. Monitor, sample, analyze, and report as required by any agreement between Spring Park and the Met Council with respect to the wastewater pumped to the Met Council for treatment. For any testing required by the Met Council, Orono shall collect the samples and send them to a commercial laboratory for analysis. The cost of shipping and the laboratory analysis of the samples shall be the responsibility of Spring Park.

C. Act as liaison between Spring Park and the MDH, DNR, and Met Council in matters relating to compliance with water quality and discharge requirements, and other liaison activities, as required.

D. Implement the use of a comprehensive, preventative maintenance program in an attempt to ensure the projected life expectancy of water plant equipment, and enforce existing equipment warranties and guarantees, and maintain all warranties on any new equipment purchased after the effective date of this Agreement.

E. During normal business hours, complete all requests for customer "turn-ons" and "turn-offs".

F. Replace malfunctioning water meters and curb stops. Spring Park shall provide the meters and supplies necessary for these activities. Orono Public Works shall read the water meters quarterly, providing the readings to Spring Park's staff, and will complete any requested "re-reads" and "final reads". Spring Park shall be responsible for hiring a contractor to conduct the mass change out of meters.

G. Flush and inspect fire hydrants a minimum of once each year, performing hydrant maintenance and lubrication as necessary.

H. Inspect and exercise water main valves a minimum of once per year.

I. Orono Public Works will be responsible for coordinating any repairs to the water distribution or wastewater collection systems, using contractors approved by Spring Park.

J. Monitor the operation of the wastewater collection system lift stations and conduct a visual inspection of each at least weekly. Coordinate the annual cleaning of and any required repairs of the six wastewater collection system lift stations including generators.

K. Complete all water/sewer line, storm sewer, and municipal streetlight locates of the portions of the system owned by the city and requested by the Gopher State One Call System. Any fees for participating in this program shall remain the responsibility of Spring Park.

L. Clean/flush/vacuum sewer mains and structures as needed and ensure 100% of sewer mains are flushed a minimum of once every 5 years. Inspect and coordinate the cleaning of known problem areas within the sanitary sewer system as needed.

M. Inspect all new water/sewer service lines connecting to Spring Park's water and sewer mains.

N. Maintain cleanliness of water process equipment and building, and general appearance of all buildings and grounds, and conduct operations such that nuisances of sight, sound, and odor are eliminated or minimized to the extent reasonably possible. Spring Park shall be responsible for all snow removal, grass mowing, and the maintenance of access to the facilities.

2. Maintain Spring Parks Streets.

A. Street sweeping of all city streets twice annually (spring and fall) and spot sweep as necessary.

B. Completing repairs and maintenance as needed

C. Coordinating and scheduling painting of crosswalks and pavement striping by contractors.

D. Installing, inspecting and repairing signs.

E. Posting road restrictions

F. Cutting grass and weeds at intersections as needed

G. Coordinating maintenance of city owned streetlights

H. Installing and removing banners, flags, and decorations on municipal street lights.

I. Periodically inspect sidewalks and coordinating repairs and maintenance as needed.

J. Orono Public Works will be responsible for coordinating repairs and contracted preventive maintenance activities of city streets and sidewalks using contractors approved by Spring Park.

K.

L. Spring Park will remain responsible for coordinating and scheduling snow removal from streets and sidewalks.

3. Maintain Spring Parks Storm Sewer.

A. Cleaning culverts and drains

B. Picking up debris in ditches and retention basins

C. Completing minor repairs and maintenance as needed

D. Perform routine inspections of the system.

E. Coordinating for major repairs to the City's storm water system using contractors approved by Spring Park..

F. Assist with the completion of routine stormwater reports and activities as required by MPCA, DNR, and MCWD.

4. Maintain Spring Park's parks, City Hall , trees and tennis court by:

A. Coordinating and inspection contracted park maintenance.

B. Spot mowing and trimming as necessary.

C. Trimming public trees as necessary.

D. Coordinating and scheduling substantial tree removal and trimming work with contractors, which shall be hired by Spring Park.

E. Inspecting, installing and repairing all park and tennis court equipment as necessary.

F. Cleaning up debris.

G. Managing weeds as necessary.

H. Maintaining park parking lots.

I. Maintaining and repairing City Hall and adjoining green space.

J. Maintaining various public right-of-way areas throughout the City.

K. Coordinating as necessary with landscaping and beautification contractor.

L. Maintain and coordinate contracted maintenance and repair of water fountains and irrigation systems as needed using contractors approved by Spring Park.

M. Conduct annual playground safety inspections.

5. Completing miscellaneous tasks, such as but not limited to the following:

A. Directing and supervising contractors and vendors. Spring Park's contractors will be

responsible for providing the personnel, supplies and equipment necessary to complete assigned repairs. Spring Park or its contractor shall also be responsible for the removal, replacement, and resurfacing of all streets or private property, and Spring Park shall be responsible for any associated expenses.

- B. Maintaining working knowledge of equipment and machinery used throughout the City.
- C. Prepare and maintain logs of all activities for accurate assessment of costs.
- D. Maintain all City owned property, buildings, and equipment in a clean and orderly manner.
- E. Work with engineers and building inspector on all required projects.
- F. Assist in the preparation of yearly departmental budgets.
- G. Attend City Council meetings as necessary.

6. City Services. Orono will provide Spring Park residents substantially similar access to services provided by the Orono public works as the citizens of Orono do. These services are subject to change but currently consist of spring and fall cleanup days, brush site, leaf and grass clippings drop off, compost and wood chip pick up point, and the annual Christmas tree drop off points.

7. Coordinate and cooperate with Spring Park's engineer and contractors to facilitate the completion of any expansion or improvement to the facilities.

(top 3 inches reserved for recording data)

**LICENSE OF ENCROACHMENT**

THIS LICENSE OF ENCROACHMENT ("**License**"), made effective as of this \_\_\_\_ day of May, 2021, is entered into by and between the **CITY OF SPRING PARK**, a Minnesota municipal corporation, whose address is 4349 Warren Avenue, Spring Park, Minnesota 55384 ("**CITY**"), and **LAKE MINNETONKA CONDOS LLC**, a Minnesota limited liability company, whose mailing address is 4823 Twin Lake Avenue North, Brooklyn Center, Minnesota 55429 ("**LMC**").

**RECITALS:**

A. LMC is the fee owner of certain real property commonly known as 4000 Sunset Drive, Spring Park, Hennepin County, Minnesota 55384, as legally described on Exhibit A attached hereto and made a part hereof ("**Property**"); and

B. CITY is the fee owner of the platted right-of-way (the "**ROW**") depicted on the Certificate of Survey prepared by Wenck Associates dated January 19, 2021 (the "**Survey**") attached hereto and incorporated herein as Exhibit B.

C. A two story single family residence and a retaining wall (the "**Improvements**") are situated on the Property as depicted on the Survey.

D. Notwithstanding the issuance of a building permit and certificate of occupancy by the CITY for construction and use of the Improvements, the Improvements encroach upon the ROW as depicted on the Survey.

E. LMC desires to obtain CITY's consent to use, maintain and repair that portion of the Improvements that encroach into the ROW, and CITY is willing to permit LMC the continued use of the Improvements notwithstanding.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

**AGREEMENT:**

1. Recitals. The foregoing Recitals are true and correct and incorporated into the substantive body of this License as though fully set forth here.

2. Encroachment Permitted; License Granted. CITY hereby grants to LMC a license for the continued location, use, maintenance and repair of the Improvements in the ROW, strictly limited to the area existing as of the

date of this License, all as described and shown on the Survey ("**Approved Encroachment**"). This License constitutes a license to locate, use, maintain and repair the Improvements only and does not authorize an expansion of the Improvements outside of the Approved Encroachment. The rights granted under this License do not rise to the level of a real property interest in or to the ROW.

3. Maintenance; Repair. LMC agrees, at its sole cost and expense, to use, maintain and repair the Improvements in a manner consistent with all applicable laws, codes, and regulations. CITY shall be responsible for maintaining the ROW in a safe condition at all times.

4. No Other Encroachment Allowed. Except for the Approved Encroachment, LMC shall not create, erect or construct any other encroachment on, above or below the surface of the ground on the ROW, or change the grade or elevation of the ground surface on the ROW, or cause or permit any of these to be done by others.

5. Release; Indemnification. LMC hereby releases CITY, its representatives, employees and elected and appointed officials from any and all damages, claims, or liability with respect to the Improvements that may arise due to CITY's use of the ROW or operation and maintenance of infrastructure within the ROW. LMC agrees that it shall indemnify, hold harmless and defend CITY, its representatives, employees and elected and appointed officials from and against all claims, damages, loss and expenses of any sort including reasonable attorney's fees and court costs, arising out of or resulting from the use, maintenance and repair of the Improvements.

6. Termination of License and Removal of Improvements. Upon the default by LMC under the terms of this License, CITY retains the right to immediately revoke this License by notifying LMC in writing at the address listed in the initial paragraph of this License. LMC shall remove the Improvements from the ROW within one hundred eighty (180) days of the date of the written notice to LMC. If LMC fails to timely remove the Improvements from the ROW, then CITY may remove same and charge the cost of removal to LMC. Should LMC fail to pay the costs of CITY's removal of the Improvements with thirty (30) days of invoice therefor, CITY may assess the costs against the Property pursuant to Minnesota Statutes Chapter 429. LMC acknowledges and agrees that the exact amount of the assessment cannot be determined at the present time and waives any rights to notice of a hearing and a hearing on the special assessment. LMC also waives all rights to an appeal or to otherwise challenge the levy of a special assessment. LMC further agrees that any requirements of Minnesota Statutes Chapter 429 are waived to the extent such requirements are not met.

7. No Waiver by City. Nothing in this License shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Any claims shall be subject to the City's governmental immunity defenses and the maximum liability limits provided in Minnesota Statutes Chapter 466. This License shall not constitute a waiver or an abandonment by the City of its property rights in the area in which the Approved Encroachment is located.

8. Binding Effect. This License shall be recorded and shall be binding upon the successors, heirs, executors, administrators, representatives, or assigns of the parties hereto, and upon all persons acquiring an interest thereunder and shall be a restrictive covenant running with the Property.

9. Controlling Laws. This License and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Minnesota, and all duly adopted ordinances, regulations and policies of CITY now in effect and those hereinafter adopted. The location for settlement of any and all claims, controversies, disputes, arising out of or relating to any part of this License, or any breach hereof, shall be in Hennepin County, Minnesota.

10. Savings Clause. If any sentence, phrase, paragraph, provision or portion of this License is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.



11. Attorney's Fees. LMC agrees that it shall be liable for reasonable attorney's fees incurred by CITY, if CITY is required to take any actions, through litigation or otherwise, to terminate or enforce this License.

12. Entire Agreement. This License constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreements, oral or otherwise, regarding the subject matter of this License shall be deemed to exist or to bind either party hereto.

13. Recording. LMC will record this License, at its expense, in the public land records of Hennepin County, Minnesota, where it shall encumber the Property.

IN WITNESS WHEREOF, the parties have executed this License on the day and year first written above.

LMC:

**LAKE MINNETONKA CONDOS LLC,**  
a Minnesota limited liability company

By:

\_\_\_\_\_  
Name: Joseph M. Cheney  
Title: Sole Member

STATE OF MINNESOTA )  
  ) ss.  
COUNTY OF HENNEPIN )

This Encroachment License was acknowledged before me on this \_\_\_\_\_ day of May, 2021, by Joseph M. Cheney, the sole member of Lake Minnetonka Condos LLC, a Minnesota limited liability company.

[Stamp]

\_\_\_\_\_  
[Signature]

Title and Rank: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

CITY:

**CITY OF SPRING PARK,**  
a Minnesota municipal corporation

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

Name: **Jerome P. "Jerry" Rockvam**  
Title: **Mayor**

ATTEST:

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

Jennifer Nelson, City Clerk

STATE OF MINNESOTA )

) ss.

COUNTY OF HENNEPIN )

This Encroachment License was acknowledged before me on this \_\_\_\_\_ day of May, 2021, by

\_\_\_\_\_, as the \_\_\_\_\_ of the City of Spring Park, a  
Minnesota municipal corporation.

[Stamp]

\_\_\_\_\_  
[Signature]

Title and Rank: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**THIS INSTRUMENT WAS DRAFTED BY  
AND WHEN RECORDED RETURN TO:**

Cozen O'Connor (SPK)  
33 South Sixth Street, Suite 3800  
Minneapolis, Minnesota 55402  
(612) 260-9037

**EXHIBIT "A"**

Legal Description of LMC's Property

That part of Lot 14, Skarp and Lindquist's Hazeldell Addition to Minnetonka described as follows: Beginning at a point in the Southeasterly line of said Lot 14 distant 367 feet Northeasterly measured along the Southeasterly line of said Lot 14 from the most Southerly corner thereof; thence North 55 degrees 22 minutes West to the shore of Lake Minnetonka; thence Northeasterly along the shore of said lake to the most Northerly corner of Lot 14; thence Southeasterly along the Northeasterly line of said Lot 14 to the most Easterly corner thereof; thence Southwesterly along the Southeasterly line of said Lot 14 a distance of 48.5 feet; more or less to the point of beginning, Hennepin County, Minnesota

PIN: 17-117-23-33-0031

**EXHIBIT "B"**  
**Survey**

*[attached behind]*





12a.

Check #	Employee/Council Name	Check Amount	Check Date
5776	Farniok, Sharon L.	\$1,594.87	6/15/2021
5777	Nelson, Jennifer J.	\$1,488.02	6/15/2021
5778	Tolsma, Daniel J.	\$3,071.67	6/15/2021
	<b>Sub Total</b>	<b>\$6,154.56</b>	
	Chase, Mark		
	Hoffman, Jeff		
	Horton, Pam		
	Hughes, Gary		
	Rockvam, Jerry		
	<b>Sub Total</b>	<b>\$0.00</b>	
	<b>Electronic Misc. Disbursements</b>		
EFT#30676	PERA Employer Payroll Payment for 6/15/21	\$1,178.01	6/16/2021
EFT#30675	FICA Employee/Employer Payroll Withholding Taxes for 6/15/21	\$1,996.41	6/16/2021
EFT#30674	Sales Tax Payment on 1st Qtr.21 Utility Billing	\$1,295.00	6/7/2021
EFT#30679	Pitney Bowes, Inc. (refill postage meter with postage)	\$400.00	6/2/2021
EFT#30678	Wells Fargo May 21' Client Analysis Statement Charges	\$161.88	6/11/2021
	<b>Sub Total</b>	<b>\$5,031.30</b>	
	<b>Claims: Ck#32392-32407</b>	<b>\$67,713.95</b>	<b>6/17/2021</b>
	<b>TOTALS</b>	<b>\$78,899.81</b>	

CITY OF SPRING PARK

06/17/21

\*Check Summary Register©

June 2021

Name	Check Date	Check Amt	
<b>10100 Wells Fargo Bank NA</b>			
Paid Chk# 032392	BAKKELUND TREE & LANDSCAP	6/17/2021	\$3,600.00 Put Up & Take Down Flags for 2
Paid Chk# 032393	BIFFS, INC.	6/17/2021	\$154.00 Jun.21' Portable Restroom Serv
Paid Chk# 032394	CITY OF BLOOMINGTON	6/17/2021	\$21.00 May.21' Water Testing Fees
Paid Chk# 032395	GOOD TO BE HOME CLEANING	6/17/2021	\$375.00 May 21' City Hall Cleaning Ser
Paid Chk# 032396	KLEIN UNDERGROUND, LLC	6/17/2021	\$10,680.00 Repairs for Watermain Break/Tr
Paid Chk# 032397	LAKE MTKA. CONSERVATION DI	6/17/2021	\$1,503.25 LMCD 2nd Qtr.2021 Levy Payment
Paid Chk# 032398	MEDIACOM, LLC	6/17/2021	\$343.79 Internet Services - 6/11/21-7/
Paid Chk# 032399	MNSPECT, LLC	6/17/2021	\$2,768.98 May 21' Plan Check Fee
Paid Chk# 032400	NORTHWEST ASSOC. CONSULT	6/17/2021	\$2,329.20 May 21' Planning Services - VA
Paid Chk# 032401	OPTUM BANK	6/17/2021	\$22.50 1st Qtr.2021 HSA employee mont
Paid Chk# 032402	CITY OF ORONO	6/17/2021	\$38,526.00 Jun.21' Contracted Police Serv
Paid Chk# 032403	REPUBLIC SERVICES, INC	6/17/2021	\$1,173.42 May 21' Residential Recycling
Paid Chk# 032404	TEMACA IRRIGATION LLC	6/17/2021	\$1,405.35 Spring 2021 City Wide Sprinkle
Paid Chk# 032405	US BANK	6/17/2021	\$428.00 May 21' GoToMyPC & Zoom Fee
Paid Chk# 032406	VELOCITY TELEPHONE	6/17/2021	\$252.38 Jun.21' Phone & Long Distance
Paid Chk# 032407	XCEL ENERGY	6/17/2021	\$4,131.08 Electric Usage for West Street
<b>Total Checks</b>			<b>\$67,713.95</b>



CITY OF SPRING PARK

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**\*Check Detail Register©**

June 2021

		Check Amt	Invoice	Comment
<b>10100 Wells Fargo Bank NA</b>				
Paid Chk#	032392	6/17/2021	<b>BAKKELUND TREE &amp; LANDSCAPE SER</b>	
E 101-41940-431	Flags/Banners/Maint/Labor	\$3,600.00	3247	Put Up & Take Down Flags for 2021 Memorial Day Holiday on (15 hrs.)
<b>tal BAKKELUND TREE &amp; LANDSCAPE SER</b>		<u>\$3,600.00</u>		
Paid Chk#	032393	6/17/2021	<b>BIFFS, INC.</b>	
E 101-45200-384	Refuse/Garbage Disposal	\$154.00	W814878	Jun.21' Portable Restroom Service at Thor Thompson Park
<b>Total BIFFS, INC.</b>		<u>\$154.00</u>		
Paid Chk#	032394	6/17/2021	<b>BLOOMINGTON CITY OF</b>	
E 601-49400-306	Testing Fees	\$21.00	19263	May.21' Water Testing Fees
<b>Total BLOOMINGTON CITY OF</b>		<u>\$21.00</u>		
Paid Chk#	032395	6/17/2021	<b>GOOD TO BE HOME CLEANING SERVI</b>	
E 101-41900-310	Contracted Services	\$375.00	1120	May 21' City Hall Cleaning Services - 5/2,16,30/21
<b>otal GOOD TO BE HOME CLEANING SERVI</b>		<u>\$375.00</u>		
Paid Chk#	032396	6/17/2021	<b>KLEIN UNDERGROUND, LLC</b>	
E 601-49400-411	Repairs / Breaks	\$10,680.00	52669	Repairs for Watermain Break/Traffic Control/Concrete/Blacktop/600 Asphalt/Flagging Traffic at 3746 S
<b>Total KLEIN UNDERGROUND, LLC</b>		<u>\$10,680.00</u>		
Paid Chk#	032397	6/17/2021	<b>LAKE MTKA CONSERVATION DIST</b>	
E 101-42100-310	Contracted Services	\$1,503.25	060121	LMCD 2nd Qtr.2021 Levy Payment
<b>Total LAKE MTKA CONSERVATION DIST</b>		<u>\$1,503.25</u>		
Paid Chk#	032398	6/17/2021	<b>MEDIACOM, LLC</b>	
E 101-42000-324	Internet Service	\$114.60	060121	Internet Services - 6/11/21-7/10/21
E 601-49400-324	Internet Service	\$114.60	060121	
E 602-49450-324	Internet Service	\$114.59	060121	
<b>Total MEDIACOM, LLC</b>		<u>\$343.79</u>		
Paid Chk#	032399	6/17/2021	<b>MNSPECT, LLC</b>	
E 101-42400-305	Plan Check Fees	\$838.16	8660A	May 21' Plan Check Fee May 21' Residential & Commercial Inspection/Permit Fees
E 101-42400-310	Contracted Services	\$1,930.82	8660B	
<b>Total MNSPECT, LLC</b>		<u>\$2,768.98</u>		
Paid Chk#	032400	6/17/2021	<b>NORTHWEST ASSOC CONSULT (NAC)</b>	
G 101-21700	Escrow Account	\$53.40	25340A	May 21' Planning Services - VAR20-01 for Gregg Stieger at 2463 Black Lake Road (.30 hrs.)
G 101-21700	Escrow Account	\$124.60	25340B	
E 101-41910-310	Contracted Services	\$1,851.20	25340C	May 21' Planning Services Permanent Sign Permit No.20-02 for Skingevity at 4100 Spring Street - (.7 May 21' Planning Services - General - (10.40 hrs.) May 21' Planning Services - Meetings - (6.0 hrs.)
E 101-41910-310	Contracted Services	\$300.00	25341	
<b>otal NORTHWEST ASSOC CONSULT (NAC)</b>		<u>\$2,329.20</u>		



CITY OF SPRING PARK

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June 2021

			Check Amt	Invoice	Comment
<b>Paid Chk# 032401 6/17/2021 OPTUM BANK</b>					
E 101-41500-437	Other Miscellaneous		\$22.50	060421	1st Qtr.2021 HSA employee monthly service fee
	<b>Total OPTUM BANK</b>		\$22.50		
<b>Paid Chk# 032402 6/17/2021 ORONO CITY OF</b>					
E 101-42000-310	Contracted Services		\$38,526.00	20141806	Jun.21' Contracted Police Services
	<b>Total ORONO CITY OF</b>		\$38,526.00		
<b>Paid Chk# 032403 6/17/2021 REPUBLIC SERVICES, INC.</b>					
E 101-42900-310	Contracted Services		\$1,173.42	3-0894-001076	May 21' Residential Recycling Services - 5/1/21-5/31/21
	<b>Total REPUBLIC SERVICES, INC.</b>		\$1,173.42		
<b>Paid Chk# 032404 6/17/2021 TEMACA IRRIGATION LLC</b>					
E 101-41900-310	Contracted Services		\$702.68	9528	Spring 2021 City Wide Sprinkler System Activation & Supplies
E 101-45200-310	Contracted Services		\$702.67	9528	Spring 2021 City Wide Sprinkler System Activation & Supplies
	<b>Total TEMACA IRRIGATION LLC</b>		\$1,405.35		
<b>Paid Chk# 032405 6/17/2021 US BANK</b>					
E 101-41500-299	Admin Expenses		\$83.00	060721A	May 21' GoToMyPC & Zoom Fee
E 101-41500-433	Membership/Dues/Edu		\$345.00	060721B	Fee for MCFOA Clerks Conference - Attendee: Jennifer Nelson
	<b>Total US BANK</b>		\$428.00		
<b>Paid Chk# 032406 6/17/2021 VELOCITY TELEPHONE</b>					
E 101-42000-321	Telephone and Mtce Agreement		\$84.13	13715025-n	Jun.21' Phone & Long Distance Service - 6/21/21-7/21/21
E 601-49400-321	Telephone and Mtce Agreement		\$84.13	13715025-n	Jun.21' Phone & Long Distance Service - 6/21/21-7/21/21
E 602-49450-321	Telephone and Mtce Agreement		\$84.12	13715025-n	Jun.21' Phone & Long Distance Service - 6/21/21-7/21/21
	<b>Total VELOCITY TELEPHONE</b>		\$252.38		
<b>Paid Chk# 032407 6/17/2021 XCEL ENERGY</b>					
E 101-43100-381	Utilities/Electric/Gas		\$56.33	0905005308	Electric Usage for Traffic Signal at 4300 Shoreline Drive - 04/26/21-05/25/21
E 602-49450-381	Utilities/Electric/Gas		\$166.92	0905005451	Electric Usage for Lift#2 - 04/26/21-05/24/21
E 602-49450-381	Utilities/Electric/Gas		\$547.51	0905005473	Electric Usage for Lift#6 - 04/26/21-05/24/21
E 101-43100-381	Utilities/Electric/Gas		\$128.81	0905005643	Electric Usage for Traffic Signal & East Street Lights - 4/26/21-5/25/21
E 602-49450-381	Utilities/Electric/Gas		\$63.91	0905005656	Electric Usage for Lift#5 - 4/26/21-5/25/21
E 602-49450-381	Utilities/Electric/Gas		\$114.12	0905006001	Electric Usage for Lift#1 - 4/26/21-5/25/21
E 101-43100-381	Utilities/Electric/Gas		\$249.66	0905006133	Electric Usage for City Hall - 04/26/21-05/25/21
E 602-49450-381	Utilities/Electric/Gas		\$22.68	0905006807	Electric Usage for Lift#4 - 4/26/21-5/25/21
E 601-49400-381	Utilities/Electric/Gas		\$1,986.05	0905006910	Electric Usage for WTP - 04/26/21-05/25/21
E 101-43100-381	Utilities/Electric/Gas		\$146.10	0905007062	Electric Usage for Central & North Street Lights - 04/26/21-05/25/26
E 602-49450-381	Utilities/Electric/Gas		\$95.00	0905007273	Electric Usage for Lift#3 - 04/26/21-05/25/21
E 101-43100-381	Utilities/Electric/Gas		\$49.04	0905007842	Electric Usage for West Street Lights - 04/26/21-05/25/21
E 101-43100-381	Utilities/Electric/Gas		\$504.95	905005991	Electric Usage for Co-Owned Street Lights 04/26/21-05/24/21



**CITY OF SPRING PARK**  
**\*Check Detail Register©**

June 2021

	Check Amt	Invoice	Comment
Total XCEL ENERGY	\$4,131.08		
10100 Wells Fargo Bank NA	\$67,713.95		

**Fund Summary**

<b>10100 Wells Fargo Bank NA</b>	
101 GENERAL FUND	\$53,619.32
601 WATER FUND	\$12,885.78
602 SEWER FUND	\$1,208.85
	\$67,713.95





Date: June 17, 2021

To: City of Spring Park

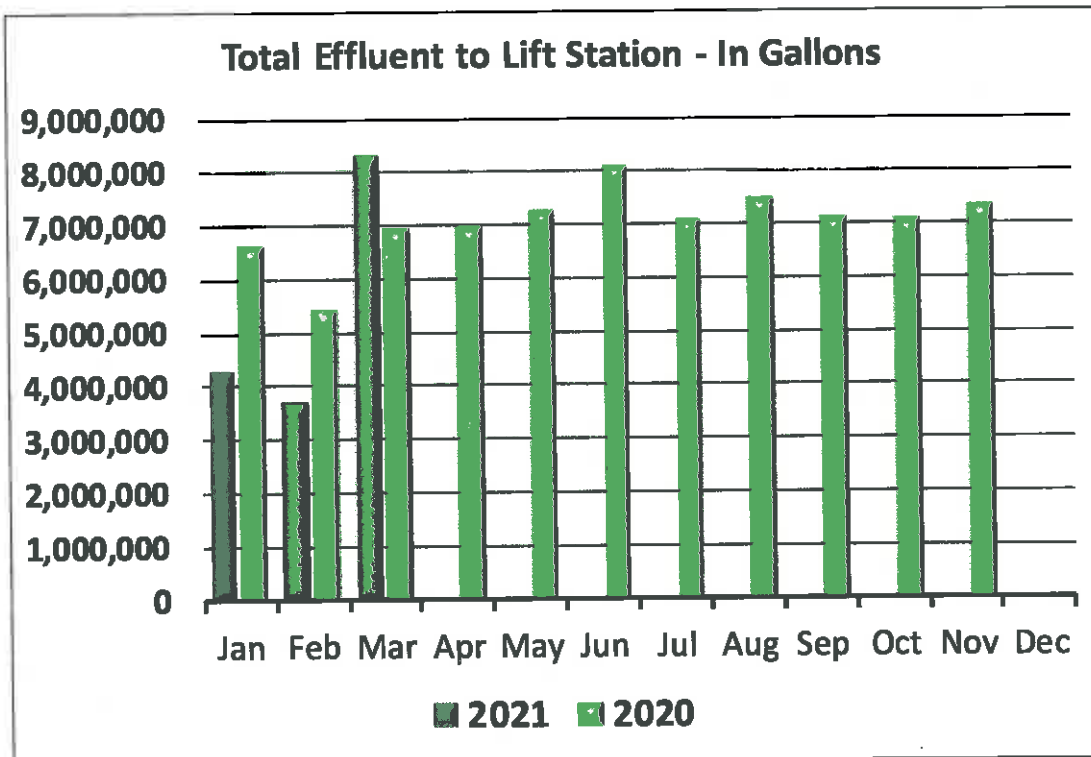
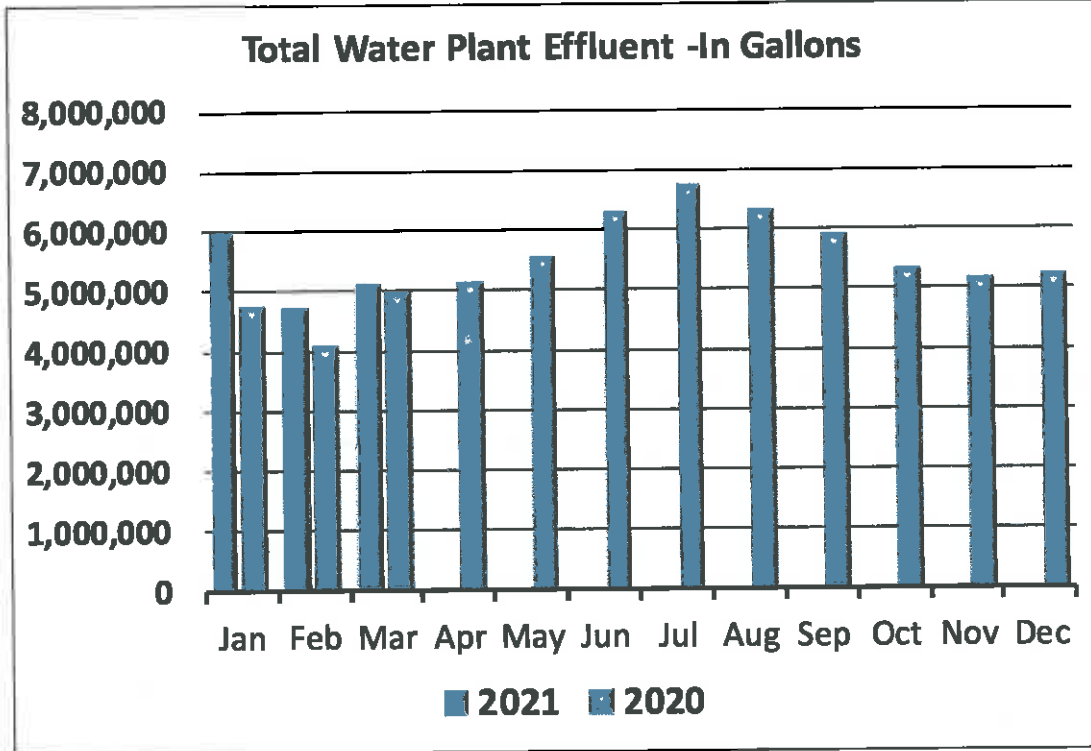
From: Shawn Wilson, Operator

O & M Report: March 2021

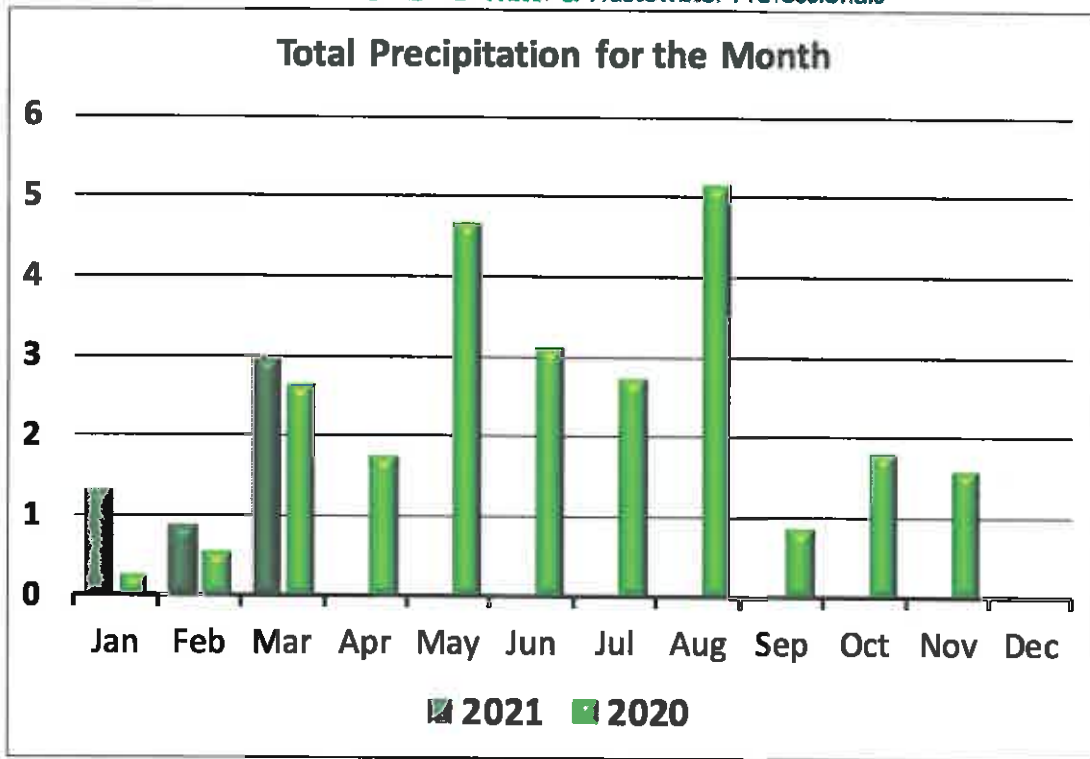
### **Spring Park Operations and Maintenance**

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- Put up road restriction signs throughout town and took down when the restrictions were lifted.
- We had a pre-construction meeting with T-Mobile's contractor, went over our expectations, how the contractor would get access to the water tower and what the working hours would be.
- We had a PeopleService safety training that went over proper lifting procedures, public works, and roadway safety.
- When putting up road restriction signs, I noted signs that will need to be replaced due to being faded or damaged. On the list for this spring/summer!
- Drove around the city and marked roads that will need potholing. Will not be using J&W Asphalt this year due to not being satisfied with their work.
- With some of the heavy rains we were getting, I kept an eye on the open storm drain going to the lake by Thor Thompson Park to make sure it was not going to flood.
- Turned water on at several residents' homes that were out of town for the winter.
- Got a call that a resident had brownish/yellow water coming out of one her faucets. Since it was just one faucet (the rest of the faucets had clear water coming out) I suggested she get ahold of a plumber to check out her hot water heater and water softener if she had one. A lot of times the hot water heater and water softener just need to be cleaned and flushed out.
- March - we had no call outs!
- Other miscellaneous tasks include: Operate our backup well #3, attend meetings, have chemicals delivered and fill as needed, water shut-offs and turn-ons as needed, complete water and sewer locates as needed, completed the monthly fluoride report and sent to the state, took (2) monthly bacteria water samples, conducted field tests on the water weekly, monitored lift stations, completed monthly work orders and maintenance on all equipment, daily rounds/logs at the WTP, lower flags to half-staff and raise as needed.







Water	Units	March-21	February-21	March-20
Average Daily Pumped	gallons	165,165	168,871	161,532
Maximum Daily Pumped	gallons	209,000	230,000	218,000
Total Monthly Pumped	gallons	5,120,100	4,728,400	5,007,500
Well #1 Pumped	gallons	957,300	1,721,900	1,749,600
Well #1 Average Pumped	gallons	30,881	61,496	56,438
Well #2 Pumped	gallons	1,536,600	2,770,400	2,696,000
Well #2 Average Pumped	gallons	49,567	98,942	86,967
Well #3 Pumped	gallons	2,585,400	168,000	445,400
Well #3 Average Pumped	gallons	83,400	6,000	14,367
Fluoride used	gallons	11.7	8.8	7.2
Fluoride Average used	gallons	0.4	0.3	0.2
Poly Phosphate used	pounds	53.8	99.6	114.2
Poly Phosphate Average used	pounds	1.7	3.6	3.7
Chlorine used	lbs	81	83	86
Chlorine Average used	lbs	3	3	3
<b>Wastewater</b>				
<b>Effluent Flow</b>				
Maximum Daily Pumped Wastewater	gallons	400,000	150,000	270,000
Average Daily Pumped Wastewater	gallons	268,709*	132,142	224,516
Lift Station Effluent to Met Council	gallons	8,330,000	3,700,000	6,960,000
Precipitation	inches	2.97	0.89	2.65

