



**CITY COUNCIL AGENDA  
MONDAY, OCTOBER 21, 2019  
7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADDITIONS OR CORRECTIONS TO AGENDA
5. DISCUSSION FROM THE FLOOR
6. CONSENT AGENDA:
  - A. Approval of Minutes – October 7, 2019
  - B. Disbursements
    1. General Operations Disbursement Claim No. 19-17 \$279,968.06
  - C. Application for Exempt Gambling Permit – MN Deerhunter’s Association – Kraus Hartig VFW – December 9, 2019
  - D. Resolution 19-36 A Resolution For The Adoption Of The Anoka County 2019 Multi-Jurisdiction All-Hazard Mitigation Plan – City of Spring Lake Park
  - E. Contractor’s Request for Payment – 2019 Osborne Road Trail Improvement Project – Final Payment – Aslakson’s Services, Inc.
  - F. Contractor’s Licenses
  - G. Sign Permit
  - H. Correspondence
7. POLICE REPORT
8. PARKS AND RECREATION REPORT
9. PUBLIC HEARING
  - A. Proposal For Issuance of Charter School Lease Revenue Bonds
10. ORDINANCES AND/OR RESOLUTIONS
  - A. Resolution 19-37 Authorizing The Issuance Of Charter School Lease Revenue Bonds, Series 2019A and Series 2019B (Excell Academy For Higher Learning Project)
11. NEW BUSINESS
  - A. Approval of Site Lease Agreement – Verizon Wireless
12. ENGINEER’S REPORT
13. ATTORNEY’S REPORT
14. REPORTS
  - A. Administrator Reports
15. OTHER
  - A. Closed Session – City Administrator Performance Evaluation
16. ADJOURN

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

## **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 was held on October 7, 2019 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

### 1. Call to Order

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

### 2. Roll Call

Members Present: Councilmembers Wendling, Delfs, Goodboe-Bisschoff, Dircks and Mayor Nelson

Members Absent: None

Staff Present: Police Chief Ebeltoft; Public Works Director Randall; Building Inspector Baker; Attorney Thames; Parks and Recreation Director Okey; Administrator Buchholtz and Executive Assistant Gooden

Visitors: LuAnn Larson – SLP Employee  
Brad & Becky Lemke, Ramsey  
Kloe, Brianna and Rachel Lemke, St. Francis  
Becky Havlik and Grace Thull, Bethel  
Ron and Janeen Bowen, Cedar  
Robert Parsons, Isanti  
Dan Friehe, 8299 University Avenue NE  
Jerri McMahon, 8073 Garfield Street NE  
John Tolson, 830 81<sup>st</sup> Avenue NE  
Christine Jones and Ron Geir, 8081 Garfield Street NE  
Employees of the Spring Lake Park Police Department  
Peter Allan, Stantec

### 3. Pledge of Allegiance

### 4. Additions or Corrections to Agenda - None

### 5. Discussion From The Floor

Christine Jones, 8081 Garfield Street NE, expressed her concern with the landscaping around the Garfield Pond project. She stated that her main concerns with the landscaping plan are: safety, noise reduction and the beautification. She stated that she has submitted photos to Mr. Gravel for possible trees to be considered.

Mr. Gravel reported that action requested at the Council meeting for this agenda will not include the landscaping portion. He stated that the landscaping plans will be developed at a later date under a separate contract once the pond work has started and a contractor will then be able to best determine what landscaping will be most appropriate.

6. Consent Agenda:

Mayor Nelson reviewed the following Consent Agenda items:

- A. Approval of Minutes – September 16, 2019
- B. Budget to Date (August) / Statement of Fund Balance
- C. Proclamation – Domestic Violence Month – October 2019
- D. Contractor's Request for Payment No. 1 – Hydro-Klean LLC
- E. Contractor's Request for Payment No.2 – Final – Allied Blacktop
- F. Right of Way Application – CenterPoint Energy
- G. Contractor's Licenses
- H. Business License – Cigarette License
- I. Correspondence

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

7. PresentationA. Swearing In of Police Officer Dustin Lemke

Administrator Buchholtz administered the Police Officer Oath to Dustin Lemke.

8. Public Works Report

Public Works Director Randall reported that the Public Works Department has been collecting garbage and recycling in the parks on a daily basis. He reported that the Department installed the monument sign at Triangle Park along with a retaining wall. He stated that the tennis courts have been completed at Terrace Park. He reported that the Department has been busy painting stop bars and cross walks and continue to clean out the sewers.

Mr. Randall reported he read the water meters and there was a total of 29 meters that did not read properly. He reported that the Department is in the process of replacing and repairing those meters. He reported that the Department has been preparing equipment for winter as well as cleaning out the catch basins.

Mayor Nelson inquired as to when street sweeping will take place. Mr. Randall stated that the sweeping will take place the first two week of November dependent on the weather and frost. He stated that he will have an update at the next Council meeting.

9. Code Enforcement Report

Building Inspector Baker stated that in September 2019, 19 building permits, two fire, three zoning, 11 mechanical and six plumbing permits were issued for a total of 41 permits compared to a total of 47 in 2018. He reported that the Code Enforcement Department conducted 81 inspections in the month of September including 35 rentals with 182 units, three zoning, 41 nuisance and two fire inspections.

Mr. Baker reported that the Public Storage is almost complete. He reported that he conducted a final walkthrough with the Fire Department day staff on October 3, 2019 to familiarize them with the new building.



Mr. Baker provided a handout that he created for commercial properties in Spring Lake Park. He stated that the notice of Fire Inspection and the self-inspection check list will help Spring Lake Park and business owners, limit the resources needed to keeping the citizens and businesses safe.

Mr. Baker reported that the September 2019 vacancy listing shows that there are 12 vacant/foreclosed residential properties currently posted and/or soon posted by the Code Enforcement Department. There is one vacant/foreclosed commercial property and four residential properties currently occupied and ready for Sheriff Sale redemption. He reported that he did post one abandoned and/or vacant property notices in the month of September. He stated that the department issued three administrative offense tickets.

Mr. Baker reported that he attended the Council meetings on September 3 and 16; new construction meetings on September 5 and 18; an Inspection meeting on September 19; the North Suburban Building Official meeting on September 24 and a MNSPECT status meeting on September 27.

#### 10. Ordinances And/Or Resolutions

##### A. Approval of Ordinance 455, Amending Chapter 52 of the Spring Lake Park City Code Relating to Storm and Surface Waters

Administrator Buchholtz reported that as part of the approval and implementation of the City's Local Surface Water Management Plan, staff is presenting an ordinance amending Chapter 52 of the City Code for Council review and approval relating to storm and surface waters.

Administrator Buchholtz reported that the proposed ordinance achieves the following:

- Requires that all property-related activities that are regulated by a watershed district shall be reviewed and approved by the applicable watershed district prior to local permit or final subdivision approval.
- Establishes a new subchapter, entitled "Private Surface Water Facility Maintenance," which requires a maintenance plan to be submitted for all new private stormwater best management practices (BMP's). The chapter also requires property owners to perform maintenance on their existing private stormwater BMP's to ensure they function consistent with their original design and establishes and enforcement process to ensure compliance.
- Requires any land disturbance and/or drainage alterations that impact or have potential impact to wetland areas and/or public waters to be reviewed by the local government unit (either Coon Creek Watershed District or Rice Creek Watershed District).

He reported that the proposed ordinance was drafted by Stantec and reviewed by the City Attorney. He stated that staff recommends approval of the proposed ordinance.

Councilmember Goodboe-Bisschoff inquired as to what the timeline for the pond inspection was.

Administrator Buchholtz reported that the city will be divided into quadrants and one quadrant will be inspected each year. He stated that the inspections will need to be balanced out with the Public Works and Stantec work load. He reported that the priority area will be the area East of Highway 65.

Administrator Buchholtz stated that property owners are responsible for their own private ponds. He stated that the City will maintain public ponds.

MOTION MADE BY COUNCILMEMBER DIRCKS TO APPROVE ORDINANCE 455, AMENDING CHAPTER 52 OF THE SPRING LAKE PARK CITY CODE RELATING TO STORM AND SURFACE WATERS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Resolution 19-33, A Resolution Authorizing Publication of Title and Summary of Ordinance 455, An Ordinance Amending Chapter 52 of the Spring Lake Park City Code Relating to Storm and Surface Waters

MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE RESOLUTION 19-33, A RESOLUTION AUTHORIZING PUBLICATION OF TITLE AND SUMMARY OF ORDINANCE 455, AN ORDINANCE AMENDING CHAPTER 52 OF THE SPRING LAKE PARK CITY CODE RELATING TO STORM AND SURFACE WATERS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Approval of Ordinance 453, Amending Chapter 152 of the Spring Lake Park Code of Ordinance Relating to Subdivisions

Administrator Buchholtz provided an amendment to the City's subdivision code to the Council. He reported that a public hearing was held to review the amendments prior to the recommendation to the City Council.

Administrator Buchholtz reported that the first amendment amends sections 152.015 and 152.017 of the Subdivision Ordinance. He stated that these amendments required the subdivider to submit the preliminary plat of his/her proposed subdivision to the applicable Watershed District for review and approval, stated that the final plat approval will not be granted until evidence of Watershed District approval to the City with their final plat application.

Administrator Buchholtz stated that this particular ordinance amendment is in response to comments the City received from the Watershed Districts after reviewing the City's Local Surface Water Management Plan.

MOTION MADE BY COUNCILMEMBER DELFS TO APPROVE ORDINANCE 452, AMENDING CHAPTER 152 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO SUBDIVISIONS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

D. Approval of Resolution 19-34, A Resolution Authorizing Publication of Title and Summary of Ordinance 456, An Ordinance Amending Chapter 152 of the Spring Lake Park City Code Relating to Subdivisions

MOTION MADE BY COUNCILMEMBER DIRCKS TO APPROVE RESOLUTION 19-34, A RESOLUTION AUTHORIZING PUBLICATION OF TITLE AND SUMMARY OF ORDINANCE 456, AN ORDINANCE AMENDING CHAPTER 152 OF THE SPRING LAKE PARK CITY CODE RELATING TO SUBDIVISIONS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

E. Approval of Ordinance 457, Amending Chapter 152 of the Spring Lake Park City Code Relating to Subdivisions

Administrator Buchholtz reported that this amendment creates an administrative subdivision process that allows a property owner to subdivide a parcel from one to two lots or to combine two lots into one lot. He stated that the resulting lots must comply with all the terms of the subdivision and zoning ordinances.

Administrator Buchholtz reported that the platting process is expensive and this process provides a less expensive way for these types of subdivisions and lot combinations to happen rather than through a formal platting process. He stated that while these are not frequent, these types of requests do come up from time to

time. He stated that this ordinance will provide the City with the flexibility to address them as needed.

MOTION MADE BY MAYOR NELSON TO APPROVE ORDINANCE 457, AMENDING CHAPTER 152 OF THE SPRING LAKE PARK CITY CODE RELATING TO SUBDIVISIONS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

F. Approval of Resolution 19-35 Authorizing Publication of Title and summary of Ordinance 457, An Ordinance Amending Chapter 152 of the Spring Lake Park City Code Relating to Subdivisions

MOTION MADE BY MAYOR NELSON TO APPROVE RESOLUTION 19-35 AUTHORIZING PUBLICATION OF TITLE AND SUMMARY OF ORDINANCE 457, AN ORDINANCE AMENDING CHAPTER 152 OF THE SPRING LAKE PARK CITY CODE RELATING TO SUBDIVISIONS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. New Business

A. Monte's Site Plan Review

Administrator Buchholtz reported that Monte's Sports Bar, 8299 University Avenue NE, has submitted an application for site plan review for an eight foot by 20-foot storage and cooler/freezer unit. He reported that staff discovered this after a portion of the structure was constructed without a building permit. He stated that he and Mayor Nelson met with the owner of Monte's, Dan Freih, the week of September 23, 2019, to discuss the zoning requirement of a site plan review. He stated the site plan review application was made on Monday, September 30, 2019.

Administrator Buchholtz reported that Section 153.060 of the City's zoning code stated that all building and site improvements in the C-1, C-2, C-3 and I-1 zoning districts require site plan review by the City Council. He stated that the application was forwarded to the City Planner Phil Carlson for his review and comment.

Administrator Buchholtz reported that Monte's Sports Bar is zoned C-2, Neighborhood and Service Center Commercial. He stated that restaurants, night clubs and the like are permitted uses in the C-2 zoning district. He stated that the proposed storage and cooler/freezer unit is an accessory building. Accessory uses are customarily incidental to the permitted or conditional uses allowed in the district.

Administrator Buchholtz reviewed the proposed application and site plan with the Council as well as past history of the building project and improvements. He stated that Section 153.061 establishes setbacks for accessory buildings and requires a detached accessory building to not be closer than eight feet to the principal building. He noted that the proposed location does not meet this setback.

Administrator Buchholtz stated that Section 153.100 (B)(10) deals with visual aesthetics. He stated that the proposed structure is to be sided with cedar siding. He stated that the proposed building is not a very attractive building and is plain and industrial in appearance. He stated that while wood siding is not specifically mentioned as a prohibited material, it not in keeping with the stone, brick and stucco exterior of the principal building. He stated that staff recommends requiring that the materials be upgraded to match some element of the existing building and that an architectural element be added to give it some visual design connection to the rest of the site. He suggested that an alternative, the proposed storage and cooler/freezer unit could be screened from the north and east sides.

Administrator Buchholtz suggested to the Council that they may also wish to use this application to bring property screening requirements up to City Code standards. He reported that Section 153.064(I) of the Zoning Code addresses buffer yards to be residential yards. He stated that the existing east side of the site has a chain link fence with slats and some tall arborvitae trees, although there are gaps in the landscaping. He suggested that the Council should consider requiring the applicant to upgrade the buffer to conform with City standards.

Administrator Buchholtz reported that the HVAC plan submitted to MNSPECT showed the HVAC unit to be constructed on the east side of the building. He stated that upon construction, the HVAC unit was set up on the sidewalk adjacent to the north side of the building, visible from University Avenue. He stated that the applicant has proposed screening the unit with a cedar fence. He stated that staff is concerned that the unit, along with the proposed screening, will encroach in the required clearance between the proposed fence and the end of the handrail for the existing ramp on the north side of the building. He stated that the building code and the fire code requires a landing length to be more than 48 inches in the direction of travel for a ramp that is not part of an accessible route.

Administrator Buchholtz reported that staff recommends approval of the site plan review with the following conditions:

1. Applicant shall move the storage and cooler/freezer unit to a location that complies with the eight foot setback between detached accessory structures and principal structures set forth by Section 153.061 of the Zoning Code.
2. Applicant shall use siding materials on the accessory structure that are consistent with the brick, stone and stucco used in the existing structure and add an architectural element to provide a visual design connection between the accessory building and the rest of the site.
3. Applicant shall screen HVAC units with a fence constructed in compliance with City Code and protect said fencing with bollards. Applicant shall ensure that there is a 48-inch clearance from the end of the handrail to the fencing, pursuant to the State Building code and State Fire Code (Chapter 10, Section 1010). *[The City Council could also require the HVAC units to be relocated to comply with the original mechanical plan submitted by the applicant to MNSPECT.]*
4. Applicant shall bring the screening on the east side of the property into conformance with Section 153.064(I) of the Zoning Code.

Dan Freih, Monte's, stated that he had completed many of the items on the list of concerns after he met with Administrator Buchholtz and Mayor Nelson. He reported that he had moved the cooler/freezer to comply with the setbacks. He stated that additional trees had been planted along the fence line and the handrail was now nine feet long. He reported that the only option that is available for the cooler/freezer to more appealing would be to paint the cooler however adding a stucco to it would not be possible.

Mr. Freih stated that he applied for the building permit over 10 weeks ago with MNSPECT. He stated that his contractors explained to him that as long as the permit had been applied for work could begin. He stated that he is frustrated as he currently is operating a bar without the option to serve or offer food since the restaurant next door to his establishment has changed their business hours.

Administrator Buchholtz confirmed that the permit was applied for 10 weeks ago and that MNSPECT has exceeded the acceptable time for permit review. He did explain to Mr. Freih that a permit does need to be issued before work can begin on any project in the City.

Mr. Baker stated that stop work orders had been issued and work still proceeded. He stated that had calls been made to city hall to explain what was going on by Mr. Freih's contractors, many of the issues that are being

brought up could have been avoided.

Councilmember Goodboe-Bisschoff inquired if residents within 350 feet of the establishment should have been notified of the site plan review process.

Administrator Buchholtz stated that they did not need to be as the site plan review ordinance does not require public notification when site plan review and all the changes comply within the City's Zoning Code.

Mayor Nelson inquired if bollards had been installed around the HVAC unit. He stated that the bollards will protect the HVAC unit from damage from vehicles in the parking lot.

Councilmember Delfs inquired on how the HVAC unit was constructed since it was not on the roof currently.

Mr. Freih explained that the roof would not support a large HVAC unit therefore it has to be put on the ground with the fencing and bollards around it.

MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE SITE PLAN FOR MONTE'S SPORTS BAR WITH THE FOLLOWING CONDITIONS: 1.) APPLICANT SHALL MOVE THE STORAGE AND COOLER/FREEZER UNIT TO A LOCATION THAT COMPLIES WITH THE EIGHT FOOT SETBACK BETWEEN DETACHED ACCESSORY STRUCTURES AND PRINCIPAL STRUCTURES SET FORTH BY SECTION 153.061 OF THE ZONING CODE. 2.) APPLICANT SHALL USE SIDING MATERIALS ON THE ACCESSORY STRUCTURE THAT ARE CONSISTENT WITH THE BRICK, STONE AND STUCCO USED IN THE EXISTING STRUCTURE AND ADD AN ARCHITECTURAL ELEMENT TO PROVIDE A VISUAL DESIGN CONNECTION BETWEEN THE ACCESSORY BUILDING AND THE REST OF THE SITE. 3.) APPLICANT SHALL SCREEN HVAC UNITS WITH A FENCE CONSTRUCTED IN COMPLIANCE WITH CITY CODE AND PROTECT SAID FENCING WITH BOLLARDS. APPLICANT SHALL ENSURE THAT THERE IS A 48-INCH CLEARANCE FROM THE END OF THE HANDRAIL TO THE FENCING, PURSUANT TO THE STATE BUILDING CODE AND STATE FIRE CODE (CHAPTER 10, SECTION 1010) 4.) APPLICANT SHALL BRING THE SCREENING ON THE EAST SIDE OF THE PROPERTY INTO CONFORMANCE WITH SECTION 153.064(I) OF THE ZONING CODE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Authorize Preparation of Plans and Obtain Quotes for 81<sup>st</sup> Avenue Signing Plan

Engineer Gravel reported that the City can request a change in State Aid designation for a portion of 81<sup>st</sup> Avenue and a portion of University Avenue Service Drive on January 2, 2020. He stated that when this request is submitted, the City can begin the process of prohibiting truck traffic on 81<sup>st</sup> Avenue between TH 47 and Terrace Road.

Mr. Gravel reported that staff would like to begin the process of preparing a formal Signing Plan. He stated that the Signing Plan will show where signing will be located and what signing will be installed. He stated that the signing design will be completed per MMUTCD standard and the MnDOT requirements. He reported that the preparing of the plan, obtaining approvals and quotes will take a few months.

Mr. Gravel stated that at this time, staff is requesting authorization to prepare the 81<sup>st</sup> Avenue Signing Plan and obtain installation quotes. He stated that the cost to prepare the plan and obtain quotes is \$12,000.

Mr. Gravel provided a tentative schedule for the 81<sup>st</sup> Avenue process to be:

Begin Preparation of Signing Plan	October 2019
Request State Aid Modifications	January 2020
State Aid Approvals	February 2020
Installing Signing	March 2020

Councilmember Wendling expressed that he is in favor of this change and commented on how well traveled 81<sup>st</sup> Avenue is.

MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE AUTHORIZATION OF PREPARATION OF PLANS AND OBTAIN QUOTES FOR 81<sup>ST</sup> AVENUE SIGNING PLANS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Approve Plans and Authorize Bidding for Garfield Pond Improvement Plan

Engineer Gravel reported that Construction Plans and Specifications have been prepared for the stormwater management project at the Garfield Pond on 81<sup>st</sup> Avenue NE. He stated that the proposed project includes expanding and partially dredging the pond, construction of an infiltration shelf along 81<sup>st</sup> Avenue (between the sidewalk and the pond), and a large diameter storm pipe between the pond and Spring Lake. He stated that the proposed improvements are consistent with the cost share agreement with the Rice Creek Watershed District.

Mr. Gravel reported that the proposed improvements were presented at a neighborhood meeting on September 23, 2019. He provided the Council with the following current project schedule:

- |                          |                                 |
|--------------------------|---------------------------------|
| • Council Approves Plans | October 7, 2019                 |
| • Receive Permits        | +/- October 11, 2019            |
| • Receive Bids           | October 29 or November 11, 2019 |
| • Council Considers Bids | November 4 or November 18, 2019 |
| • Construction           | November 2109 through June 2020 |

Mr. Gravel stated that the current estimated construction cost is \$460,000 (up +/- 5 % since the grant application estimate). He stated that at this time, staff requests that the Council formally approve the plans and specifications, authorize advertisement for bids and order the improvements.

Mr. Allan, Stantec, provided the Council and residents a brief presentation of the project outlining the history, design options and elements, project impacts and the schedule.

Mayor Nelson stated that a change is needed to help with the residents who experience the flooding of their homes and basements and this project will help with many of their concerns.

Councilmember Dircks stated that she liked the plan and it was nicely done. She inquired on the maintenance schedule for the Public Works Department to clean out the baffle. Mr. Gravel explained that once the funding is accepted, a maintenance plan will be developed along with a schedule of inspections and collection/clean out. He stated that the infiltration trench will be cleaned out every five years. He explained that there will be metal grates over the openings and if there were a need to clean up a major chemical spill, sandbags would be used. He also noted that the pipes could be sealed with the use of large equipment.

Councilmember Goodboe-Bisschoff inquired as to how much sediment will be removed.

Mr. Gravel stated that sediment will be removed four feet from the current level.

Councilmember Goodboe-Bisschoff inquired if a smaller pipe could be used, such as an 18" pipe, instead of the proposed 42" pipe. Mr. Gravel stated that the pipe size has been reviewed and the 42" pipe is the smallest that can be used to work below the flood level.

**MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE PLANS AND SPECIFICATIONS AND AUTHORIZE ADVERTISEMENT FOR BIDS AND ORDER THE IMPROVEMENTS FOR THE GARFIELD POND PROJECT. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.**

**D. Approve Appointment of Recreation Program Supervisor Positions**

Parks and Recreation Director Okey reported that Council gave prior approval to advertise and interview candidates for the Program Supervisor Position being vacated by herself and John Angell. She reported that 44 applications were received and scored. She stated that the top 12 ranking candidates were invited for interviews which were conducted on September 26 and 27, 2019. She stated that the interview panel consisted of City Administrator Buchholtz, Parks and Recreation Director Okey, Parks and Recreation Commissioner member Harlan and former Parks and Recreation Director Rygwall.

Ms. Okey reported that although all the interviewees were well qualified for the position, the panel felt two candidates rose to the top. She reported that the panel recommends to Council to extend an employment offer to Jessica Abt and Wesley Goldberg.

Ms. Okey reported that Ms. Abt holds a Master Degree in Student Development and a Bachelor's Degree in Leadership and Communication and has extensive programming experience with travel planning and programming. She stated that Ms. Abt's enthusiasm, knowledge and organizational skills will greatly benefit the citizens of Spring Lake Park.

Ms. Okey reported that Mr. Goldberg holds a Master Degree in Sports Management and a Bachelor's Degree in Exercise Science – Health Fitness with experience in sports scheduling, activities and special events. She stated that Mr. Goldberg's passion for recreation and fitness, along with his knowledge in sports will provide valuable contributions to the citizens of Spring Lake Park.

Ms. Okey stated that she recommends both positions begin at the starting salary on the compensation scale (\$24.32/hour) and after successful completion of the six-month probationary period, then would move up to step one. She reported that it is with confidence she requests permission to extend a formal employment offer to Ms. Abt and Mr. Goldberg to fill the positions of Recreation Program Supervisor at the starting salary on the compensation scale with a hire date on Monday, October 21, 2019.

Administrator Buchholtz reported that as a member of the interview panel, a strong pool of candidates was presented that included individuals with a lot of experience.

**MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE APPOINTMENT OF JESSICA ABT AND WESLEY GOLDBERG TO RECREATION PROGRAM SUPERVISOR POSITIONS WITH THE STARTING SALARY OF \$24.32 PER HOUR. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.**

12. Engineer's Report -None13. Attorney's Report

Attorney Thames reported that a Cell Tower lease agreement will be presented soon to Council for their approval.

14. ReportsA. Beyond the Yellow Ribbon Report

Mayor Nelson provided a recap of the events of the summer months. He reported that the events were successful and the Monday night pork chop dinner continues to be very busy. He reminded the residents that they are welcome to volunteer with the committee.

15. OtherA. Administrator Reports

Administrator Buchholtz reported that the Parks and Recreation office is currently being renovated to improve office space and work flow amongst the new employees joining the City.

Administrator Buchholtz reported that he attended a welcome lunch with the new City of Blaine City Manager and the Public Hearing for the Conduit Bond Issue for Excell Academy Charter School will be held at the next Council meeting on Monday, October 21, 2019.

B. Closed Session – Labor Negotiations Strategies

MOTION MADE BY MAYOR NELSON TO CLOSE THE CITY COUNCIL MEETING TO DISCUSS LABOR NEGOTIATION STRATEGIES. VOICE VOTE: ALL AYES. MOTION CARRIED.

Mayor Nelson recessed the regular Council meeting at 8:40 PM.

Mayor Nelson opened the regular Council meeting at 9:16 PM.

Attorney Thames reported that the City Council gave direction to staff to proceed with discussions for Labor Negotiations.

14. Adjourn

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



The meeting was adjourned at 9:17 P.M.

Attest:

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Robert Nelson, Mayor

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



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

Date: Sept 2019  
Page: 1  
Claim Res.#19-17

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
66864	DVS	REGISTRATION/TITLE	1,951.89
66865	AAA STRIPING SERVICE CO	PAINT	9,660.50
66866	ANDREW EURIGA	OVERPAYMENT FINAL WTR BILL	85.00
66867	CARSON, CLELLAND & SCHREDER	LEGAL FEES	8,857.11
66868	CENTERPOINT ENERGY	MONTHLY UTILITIES	132.28
66869	DAVE PERKINS CONTRACTING INC	REPAIRS	2,800.00
66870	DIAMOND VOGEL PAINTS	SUPPLIES	1,188.25
66871	FURNITURE WORX	FURNISHINGS	3,837.02
66872	GENO'S SEWER & DRAIN CLEANING	SERVICES WOMEN'S BATHROOM	150.00
66873	GOPHER STATE ONE-CALL INC	LOCATES	171.45
66874	HACH COMPANY	SUPPLIES	984.56
66875	INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	136.74
66876	KENNEDY & GRAVEN, CHARTERED	LEGAL SERVICES	70.00
66877	LEAGUE OF MINNESOTA CITIES	MEMBERSHIP DUES	6,767.00
66878	LINDA STUTH	RECREATION EXTENDED TOURS	1,791.60
66879	MANSFIELD OIL COMPANY	FUEL	673.89
66880	MICHAEL OTTERSTATTER	RECREATION DAY TRIP	50.00
66881	MINNESOTA COACHES, INC	RECREATION BUS SERVICES	1,041.57
66882	MINNESOTA DEPT OF HEALTH	WATER SUPPLY CONNECTION FEE	3,490.00
66883	MINNESOTA MAYORS ASSOCIATION	ANNUAL DUES	30.00
66884	SLP FIRE DEPARTMENT	MONTHLY FIRE PROTECTION	18,364.00
66885	SOULO COMMUNICATION	BUSINESS CARDS/LETTERHEAD	559.60
66886	WASTE MANAGEMENT OF WI-MN	MONTHLY SERVICES	7,358.15
66887	WIPERS AND WIPES INC	SUPPLIES	708.25
66888	XCEL ENERGY	MONTHLY UTILITIES	41.67
66889	ANOKA COUNTY	2ND HALF PROPERTY TAXES	10,701.92
66890	ANOKA COUNTY	2ND HALF PROPERTY TAXES	272.58
66891	AT & T MOBILITY	MONTHLY SERVICES	877.05
66892	CINTAS	MATS	200.46
66893	CLEANRIVER RECYCLING SOLUTIONS	RECYCLING STATION	1,475.00
66894	COMPUTER INTERGRATION TECHNOLOG	MANAGED SVCS/PJT MAINT	433.00
66895	CORE & MAIN LP	SUPPLIES	1,076.59
66896	DAVE PERKINS CONTRACTING INC	SEWER REPAIR: 8430 SUNSET RD	3,200.00
66897	CITY OF FRIDLEY	RECREATION SUMMER TRIPS	1,406.66
66898	GRAINGER INC	DEHUMIDIFIER	1,088.90
66899	HAUGO GEO TECHNICAL SERVICES, LLC	GEO REPORTS	4,625.00
66900	INSITUFORM TECHNOLOGIES USA, LLC	ENGINEERING FEES: CONTRACTUAL	19,235.70
66901	INSTRUMENTAL RESEARCH INC	WATER TESTING	72.00
66902	LISA HART	REFUND EXTENDED TOURS FEES	352.00
66903	MANSFIELD OIL COMPANY	FUEL	1,887.78
66904	METROPOLITAN COUNCIL	WASTE WATER SERVICES	49,464.84
66905	AFLAC	PAYROLL	22.17
66906	AMERITAS	PAYROLL	37.26

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

Date: Sept 2019  
Page: 2  
Claim Res.#19-17

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
66907	CENTRAL PENSION FUND	PAYROLL	780.00
66908	DEARBORN LIFE INSURANCE COMPANY	PAYROLL	435.25
66909	DELTA DENTAL	PAYROLL	1,358.76
66910	HEALTH PARTNERS	PAYROLL	12,404.34
66911	L.E.L.S.	PAYROLL	229.50
66912	LOCAL 49	PAYROLL	105.00
66913	NCPERS GROUP LIFE INS	PAYROLL	72.00
66914	ALL TRAFFIC SOLUTIONS	SERVICES/LIGHTED STOP SIGN	2,400.00
66915	ALLEN JOHNSON	REFUND DAY TRIP	74.00
66916	ASPEN MILLS	U. ALLOWANCE	371.00
66917	BATTERIES PLUS BULBS	BATTERY	15.95
66918	CENTERPOINT ENERGY	MONTHLY UTILITIES	167.94
66919	COMCAST	MONTHLY SERVICES	105.92
66920	COMM-WORKS, LLC	PARK CAMERA SYSTEM	125.00
66921	COMPUTER INTERGRATION TECHNOLOG	MANAGED SVCS/PJT MAINT	2,405.00
66922	CONNEXUS ENERGY	MONTHLY UTILITIES	284.56
66923	COORDINATED BUSINESS SYSTEMS LTD	MAINTENANCE AGREEMENT	2,410.30
66924	CORE & MAIN LP	SUPPLIES	39.23
66925	COTTENS INC	AUTO SERVICES/REPAIR	8.97
66926	CUTTER SALES INC	PARTS	83.40
66927	DARLENE RONO	RECREATION REFUND DAY TRIP	79.00
66928	DONNA AMSRUD	RECREATION REFUND DAY TRIP	74.00
66929	ECM PUBLISHERS, INC.	PUBLISHING	32.25
66930	FERGUSON WATERWORKS #2516	PARTS	115.34
66931	HAWKINS WATER TREATMENT	WATER CHEMICALS	1,777.78
66932	LANDS' END	U. ALLOWANCE	137.65
66933	LUANN LARSON	U. ALLOWANCE	125.90
66934	LIFE PREP ACADEMY	REFUND	530.91
66935	LISA MURPHY	U. ALLOWANCE	63.14
66936	MANSFIELD OIL COMPANY	FUEL	1,051.60
66937	MARY MADIGAN	RECREATION REFUND DAY TRIP	74.00
66938	MENARDS-CAPITAL ONE COMMERICAL	MONTHLY CREDIT CARD	81.57
66939	CITY OF MINNEAPOLIS	APS TRANSACTIONS	234.00
66940	MTI DISTRIBUTING INC	PARTS/SUPPLIES	357.21
66941	OFFICE DEPOT	SUPPLIES	317.82
66942	OFFICE OF MN.IT SERVICES	FIBER OPTICS SERVICES	43.20
66943	ON SITE SANITATION INC	RESTROOMS	91.93
66944	RUSSELL BERNER	REFUND	182.09
66945	JEFF SANDINO	RECREATION INSTRUCTOR	338.00
66946	SMITH SCHAFFER & ASSOCIATES	2018 AUDIT FEES	2,000.00
66947	SOULO COMMUNICATION	PRINTED FORMS	123.50
66948	STREICHER'S	U. ALLOWANCE	129.99
66949	TWIN CITIES BMEU WEST	POSTAGE	800.00

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

Date: Sept 2019  
Page: 3  
Claim Res.#19-17

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
66950	USS MINNESOTA ONE MT LLC	SUBSCRIBED ENERGY	14,574.64
66951	WOLD ARCHITECTS	REFUND	488.04
66952	XCEL ENERGY	MONTHLY UTILITIES	3,153.63
66953	POST BOARD	PEACE OFFICER LICENSE	90.00
66954	COMPUTER INTERGRATION TECHNOLOG	MANAGED SVCS/OFFICE AGREE.	2,765.00
66955	DONNA AMSRUD	RECREATION REFUND DAY TRIP	159.00
66956	JENNY GOODEN	MILEAGE REIMBURSEMENT	100.39
66957	GREEN LIGHTS RECYCLING INC	RECYCLING EVENT	3,596.03
66958	INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	311.94
66959	MANSFIELD OIL COMPANY	FUEL	844.98
66960	METRO SALES	SUPPLIES	611.50
66961	MICHAEL JOHNSON	OVERPAYMENT FINAL WTR BILL	105.01
66962	M-R SIGN CO INC	SIGN FOR WOOD CHIPPER GATE	151.16
66963	ONA FELTON	OVERPAYMENT FINAL WTR BILL	9.40
66964	TERRY RANDALL	MILEAGE REIMBURSEMENT	169.36
66965	RICHFIELD BUS CO	RECREATION BUS SERVICES	1,052.07
66966	SHRED-IT USA	SHREDDING SERVICES	104.49
66967	TASC	ADMINISTRATION FEES	30.08
66968	VARIDESK LLC	CUBE CORNER/MAT	560.50
66969	WALTERS RECYCLING REFUSE SERV	MONTHLY SERVICES	431.92
66970	AFLAC	PAYROLL	22.17
66971	AMERITAS	PAYROLL	37.26
66972	CENTRAL PENSION FUND	PAYROLL	780.00
66973	DEARBORN LIFE INSURANCE COMPANY	PAYROLL	435.25
66974	DELTA DENTAL	PAYROLL	1,520.17
66975	HEALTH PARTNERS	PAYROLL	13,841.34
66976	L.E.L.S.	PAYROLL	229.50
66977	LOCAL 49	PAYROLL	105.00
66978	NCPERS GROUP LIFE INS	PAYROLL	72.00
67001	ORGANIX SOLUTIONS	SUPPLIES	310.77
67002	PERFECT 10 CAR WASH	AUTO SERVICES	31.96
67003	CITY OF SPRING LAKE PARK - PETTY CASH	RECREATION PETTY CASE	312.87
67004	LEE SADOWSKI	RECREATION UMPIRE FEES	1,170.00
67005	SHAWN WILLSON	RECREATION UMPIRE FEES	456.00
67006	THE HOME DEPOT CREDIT SERVICES	MONTHLY CREDIT CARD	208.68
67007	AID ELECTRIC SERVICE, INC	TRIANGLE PARK GAZEBO	9,530.18
67008	ALLEN JOHNSON	RECREATION REFUND DAY TRIP	76.00
67009	ALLINA HEALTH	MEDICAL EXPENSE NEW HIRE	449.00
67010	ASPEN MILLS	U. ALLOWANCE	1,073.70
67011	CARSON, CLELLAND & SCHREDER	LEGAL FEES	9,077.93
67012	CINTAS	MATS	100.23
67013	COON RAPIDS CHRYSLER	AUTO SERVICES	55.00
67014	COLLEEN COYLE	SERVICES	300.00

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

Date: Sept 2019  
Page: 4  
Claim Res.#19-17

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67015	STEVEN COYLE	SERVICES	400.00
67016	DAVE PERKINS CONTRACTING INC	WATER BREAK 8047 HAYES ST	7,384.00
67017	EMERGENCY AUTOMOTIVE TECHNOLOG	AUTO SERVICES/REPAIR	213.44
67018	FERGUSON WATERWORKS #2516	PARTS/SUPPLIES	445.70
67019	MICHAEL FLUEGGE	RECREATION UMPIRE FEES	72.00
67020	FRED TUCKNER	RECREATION INSTRUCTOR	50.00
67021	HARLAN ISOM	RECREATION UMPIRE FEES	120.00
67022	JILL AUSTIN	RECREATION INSTRUCTOR	24.00
67023	LANDS' END	U. ALLOWANCE	79.90
67024	MICHAEL LEDMAN	RECREATION INSTRUCTOR	270.00
67025	LITIN PAPER, PKG & CONVERTING	SUPPLIES	258.42
67026	MANSFIELD OIL COMPANY	FUEL	965.39
67027	MARY MADIGAN	RECREATION REFUND DAY TRIP	76.00
67028	NORTHERN	PARTS/SUPPLIES	138.62
		<b>TOTAL DISBURSEMENTS</b>	<b>279,968.06</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





**LG220 Application for Exempt Permit**

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

**Application Fee (non-refundable)**

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

**ORGANIZATION INFORMATION**

Organization Name: Mn Deerhunter's Association - North Suburban Chapter

Previous Gambling Permit Number: X-03304

Minnesota Tax ID Number, if any: 4326991

Federal Employer ID Number (FEIN), if any: 41-1390958

Mailing Address: 6684 Fridley Street NE

City: Fridley State: MN Zip: 55432 County: Anoka

Name of Chief Executive Officer (CEO): Stephen Ranallo

CEO Daytime Phone: 612-325-2866 CEO Email: steveranallo@mndeerhunters.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): \_\_\_\_\_

**NONPROFIT STATUS**

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division  
60 Empire Drive, Suite 100  
St. Paul, MN 55103

Secretary of State website, phone numbers:

[www.sos.state.mn.us](http://www.sos.state.mn.us)

651-296-2803, or toll free 1-877-551-6767

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

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

**GAMBLING PREMISES INFORMATION**

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Kraus Hartig VFW

Physical Address (do not use P.O. box): 8100 Pleasant View Drive

Check one:

☒ City: Spring Lake Park Zip: 55432 County: Anoka

☐ Township: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

Date(s) of activity (for raffles, indicate the date of the drawing): December 9, 2019

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to [www.mn.gov/gcb](http://www.mn.gov/gcb) and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

**LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)**
**CITY APPROVAL  
for a gambling premises  
located within city limits**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: \_\_\_\_\_

Signature of City Personnel: \_\_\_\_\_

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

**The city or county must sign before  
submitting application to the  
Gambling Control Board.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: \_\_\_\_\_

Signature of County Personnel: \_\_\_\_\_

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

**TOWNSHIP (if required by the county)**

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

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

**CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)**

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Stephen Ranallo Date: October 7, 2019  
 (Signature must be CEO's signature; designee may not sign)

 Print Name: Stephen Ranallo
**REQUIREMENTS**
**Complete a separate application for:**

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

**Financial report to be completed within 30 days after the gambling activity is done:**

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

**MAIL APPLICATION AND ATTACHMENTS**
**Mail application with:**

- \_\_\_\_\_ a copy of your proof of nonprofit status; and
- \_\_\_\_\_ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

**To:** Minnesota Gambling Control Board  
 1711 West County Road B, Suite 300 South  
 Roseville, MN 55113

**Questions?**

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

**RESOLUTION NO. 19-36**

**A RESOLUTION FOR THE ADOPTION OF THE  
ANOKA COUNTY 2019 MULTI-JURISDICTIONAL ALL-HAZARD  
MITIGATION PLAN – CITY OF SPRING LAKE PARK**

**WHEREAS**, the City of Spring Lake Park has participated in the hazard mitigation planning process as established under the Disaster Mitigation Act of 2000, and

**WHEREAS**, the Act establishes a framework for the development of a multi-jurisdictional County Hazard Mitigation Plan; and

**WHEREAS**, the Act as part of the planning process requires public involvement and local coordination among neighboring local units of government and businesses; and

**WHEREAS**, the Anoka County Plan includes a risk assessment including past hazards, hazards that threaten the County, an estimate of structures at risk, a general description of land uses and development trends; and

**WHEREAS**, the Anoka County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs; and

**WHEREAS**, the Anoka County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Anoka County will maintain public participation and coordination; and

**WHEREAS**, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

**WHEREAS**, the Anoka County All-Hazard Mitigation Plan will make the county and participating jurisdictions eligible to receive FEMA hazard mitigation assistance grants; and

**WHEREAS**, this is a multi-jurisdictional Plan and cities that participated in the planning process may choose to also adopt the County Plan.

**NOW THEREFORE BE IT RESOLVED** that the City of Spring Lake Park supports the hazard mitigation planning effort and wishes to adopt the Anoka County 2019 Multi-Jurisdictional All-Hazard Mitigation Plan.

The foregoing Resolution was moved for adoption by .

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

And the following voted against the same:

Whereon the Mayor declared the Resolution duly passed and adopted on the \_\_\_\_ day of October, 2019.

---

Robert Nelson, Mayor

Attest:

---

Daniel R. Buchholtz, City Administrator



**Stantec Consulting Services Inc.**  
733 Marquette Avenue, Suite 1000, Minneapolis MN 55402

October 11, 2019

Dan Buchholtz, Administrator  
City of Spring Lake Park  
City Hall  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: 2019 Osborne Road Trail Improvements Project  
Project No. 193804584  
**Approve Final Contractor Payment**

Dear Dan:

Aslakson's Services, Inc. has completed construction on the 2019 Osborne Road Trail Improvements Project. They have submitted invoices for final payment. We have reviewed the invoices and made modifications that have been agreed to by Aslakson's. We have the following recommendations:

1. Invoice number 17468 is okay for payment in the revised amount of \$3,800.00.
2. Invoice number 17486 is okay for payment in the revised amount of \$11,250.00.

Copies of both invoices (as revised) are attached.

The city previously paid invoice number 17347 in the amount of \$41,812.99 (paid on 8/27/19 with check #66824).

With payment of the two remaining invoices, the city will be making final payment and will be accepting the improvements subject to contract warranty conditions. The Contractor has submitted lien waiver and IC-134 documents.

Should you have any questions, please feel free to contact me at 612-712-2053.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

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

Phil Gravel

Enclosure

ASLAKSON'S SERVICES INC.  
1555 BENCH STREET  
RED WING, MN 55066  
Phone: 651-388-3330  
Fax: 651-385-0730

# Invoice

Date	Invoice #
9/20/2019	17468

Revised 10/11/19

**Bill To**

CITY OF SPRING LAKE PARK  
1301 81ST. AVE. NE  
SPRING LAKE PARK, MN. 55432-2188

P.O. No.	Project

Quantity	Description	Rate	Amount
70	2019 OSBORNE ROAD TRAIL IMPROVEMENT PROJECT #8) CU. YDS. COMMON TOPSOIL BORROW (LV)	<del>77.75</del>	<del>5,442.50</del> 3800.00
TERMS: PAYABLE 15 DAYS FROM STATEMENT. FINANCE CHARGE IS 1.5% PER MONTH OR 18% PER YEAR (MINIMUM \$5.00)		<b>Total</b>	<del>\$5,442.50</del> \$3800.00

\$3800.00  
OK P. Hall  
10/11/19

ASLAKSON'S SERVICES INC.  
1555 BENCH STREET  
RED WING, MN 55066  
Phone: 651-388-3330  
Fax: 651-385-0730

# Invoice

Date	Invoice #
9/26/2019	17486

revised 10/11/19

**Bill To**

CITY OF SPRING LAKE PARK  
1301 81ST. AVE. NE  
SPRING LAKE PARK, MN. 55432-2188

		P.O. No.	Project	
Quantity	Description	Rate	Amount	
	2019 OSBORNE ROAD TRAIL IMPROVEMENTS			
0.2	1) MOBILIZATION	3,750.00	750.00	
0.2	2) TRAFFIC CONTROL	1,500.00	300.00	
1,124	9) SQ. YDS. SEED, FERTILIZE AND HYDROMULCH	<del>29.50</del>	<del>33,158.00</del>	
			10,200	
TERMS: PAYABLE 15 DAYS FROM STATEMENT. FINANCE CHARGE IS 1.5% PER MONTH OR 18% PER YEAR (MINIMUM \$5.00)		<b>Total</b>		<del>\$34,208.00</del>

\$11,250  
OK P. [signature]  
10/11/19





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

## Contractor's Licenses

October 21, 2019

### General Contractor

Chet's Shoes

### Mechanical Contractor

Professional Mechanical Services

### Plumbing Contractor

Elk Ridge Plumbing

### Sign Contractor

Arrow Sign Company



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

Sign Permit

October 21, 2019

Sign Permit

Body Revival Lounge

7777 Central Ave NE



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: 9-30-19  
NAME OF APPLICANT: JOHN REITER - ARROW SIGN CO  
ADDRESS OF APPLICANT: 18607 HWY 65 NE, CEDAR MN 55011  
TELEPHONE NUMBER OF APPLICANT: 612-386-0938

**NAME OF BUSINESS AND LOCATION** of building structure, or lot to which or upon which the sign is to be attached or erected BODY REVIVAL LOUNGE

7777 CENTRAL AVE NE

New Construction: WALL SIGN Remodel: \_\_\_\_\_ Word Change Only: REFACE MONUMENT PANELS

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: \_\_\_\_\_

Address: \_\_\_\_\_

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: \$225. RECEIPT NUMBER: \_\_\_\_\_

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

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

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: 4544

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 871

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 20 + 17.5 x 2 = 35 Total 55

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

DRAWING:

Massage 35

Rong Chang 31

Billards & Darts 32

Sports Bar & Grill 28

Biff's 49

Pylon 270 x 2 = 540

Dick's Vape 38

Total Medical 38

Total Medical 80

871

1363 - 30%

Proposed 55

Existing 871

Remaining 437

Proposed

20 - \$75

17.5 - \$75

17.5 - \$75

\$225.00

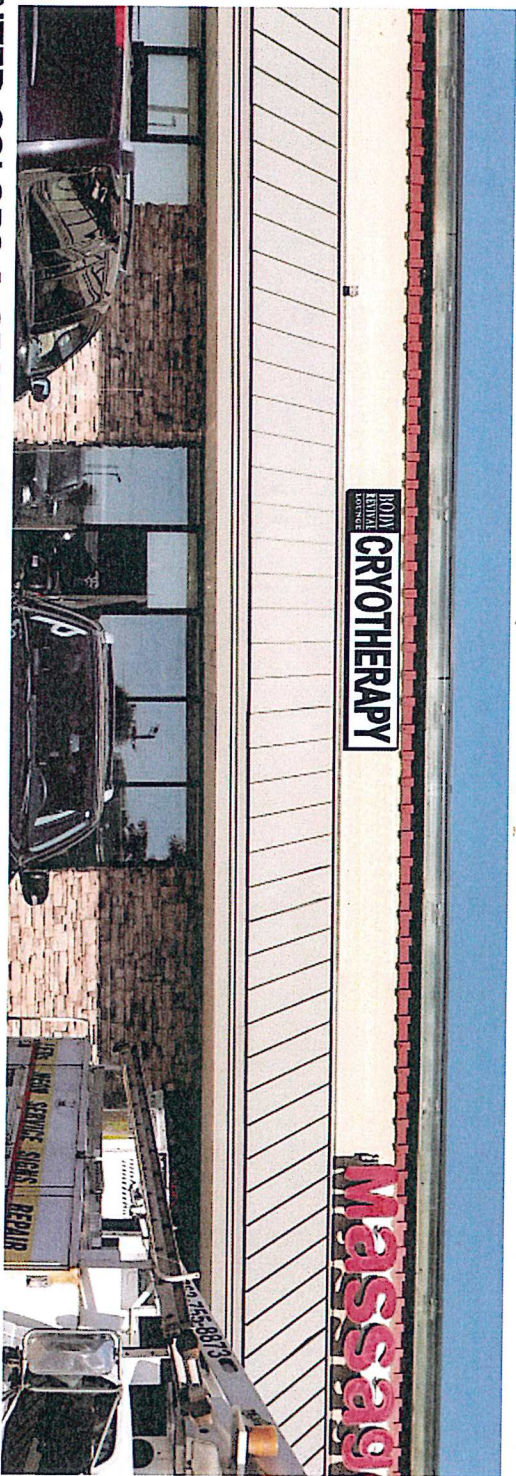


20A

SPRING LAKE PARK, MINNESOTA



SINGLE FACED WALL CABINET WITH FLAT LEXAN FACE.  
SCOTCHCAL PREMIUM VINYL OVERLAYS  
LED LIGHTING WITH LOW VOLTAGE POWER SUPPLY



PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR.  
PYLON SIGN - REPLACE EXISTING FACES

SCALE: 1/2" = 1'-0"

**arrow**  
SIGNS & AWNINGS

18607 HWY 65 NE, CEDAR, MN 55011  
(763) 755-0088 Fax (763) 755-1473

CLIENT-

BODY REVIVAL



7777 CENTRAL AVENUE NE  
SPRING LAKE PARK, MN

CARLA

(715) 307-9701

PRESENTED BY JOHN REITER

PROJECT LOCATION

7777 HIGHWAY 65 NE  
SPRING LAKE PARK, MN

DATE- 9-24-19

**CUSTOMER APPROVAL**

THESE PLANS ARE THE EXCLUSIVE PROPERTY OF ARROW SIGN. THEY ARE SUBMITTED TO YOUR COMPANY FOR YOUR CONSIDERATION OF WHETHER TO PURCHASE THESE PLANS OR TO PURCHASE FROM ARROW SIGN. A SIGN MANUFACTURED ACCORDING TO THESE PLANS, DISTRIBUTION OR EXHIBITION OF THESE PLANS, TO CONSTRUCT A SIGN SIMILAR TO IS EXPRESSLY FORBIDDEN. IN THE EVENT THAT SUCH EXHIBITION OCCURS, ARROW SIGN EXPECTS TO BE REIMBURSED \$1,000 IN COMPENSATION FOR THE TIME AND EFFORT ENTAILED IN CREATING THESE PLANS.

**ELECTRIC**  
**SIGN**



SPRING LAKE PARK, MINNESOTA

175 x 2 = 350

21"

BODY  
REVIVAL  
LOUNGE

CRYOTHERAPY

10'-0"

FURNISH AND INSTALL

(2) 27'-5" HEIGHT X 90" WIDE LEXAN PANELS  
WITH VINYL OVERLAYS INTO PYLON SPACES  
PER APPROVED ARTWORK.



PRINTED COLORS & GRADIENTS AS SHOWN MAY VARY FROM ACTUAL FINISHED COLOR.

PYLON SIGN - REPLACE EXISTING FACES

SCALE: 1/2" = 1'-0"

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 **ELECTRIC**  
SIGN



270A x2 = 540A













## Police Report

September 2019

Submitted for Council Meeting – October 21, 2019

The Spring Lake Park Police Department responded to six hundred and thirty-three calls for service for the month of September 2019. This is compared to responding to five hundred and ninety-five calls for service in September 2018.

With school back in session, we now have a report from our School Resource Officer, Officer Karen Fiske. For the month of September 2019, Officer Fiske reports handling twenty-two calls for service at our schools, along with conducting thirty-seven student contacts, two escorts and twelve follow up investigations into school related incidents. Officer Fiske noted that there has been a considerable amount of "Lost, Stolen and Found Property Reports" at the school. Officer Fiske along with School Staff and myself would like to remind everyone to bring only items that are needed for school, to school and that if you bring other items to monitor them for safe keeping. For further details, see Officer Fiske's attached report.

Investigator Bennek reports handling a case load of forty-one cases for the month of September 2019. Twenty-eight of these cases were felony in nature, two of these cases were gross misdemeanor in nature and eleven of these cases were misdemeanor in nature. Along with his monthly case load Investigator Bennek also monitors three forfeiture cases and attempts to bring all his cases to a conclusion as soon as possible. Investigator Bennek has noted being busy investigating a string of thefts from motor vehicles, burglary of garages and sheds. Investigator Bennek through his investigation and with the assistance of Coon Rapids Police Department have been able to identify a person of interest. The person of interest has been arrested, Investigator Bennek and Coon Rapid Investigators have executed a search warrant and recovered numerous stolen items from ten separate cases throughout Spring Lake Park and Coon Rapids bringing those cases closed by arrest. Charges are pending while the case investigation is being completed. For further details see Investigator Benneks attached report.

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

The month of September has been a busy month for myself as well, besides handling the day to day operations of the police department, I continue to attend meetings on a daily basis representing the City of Spring Lake Park and the Police Department. I am happy to say that the police department is back at full staff with the hiring of Dustin Lemke for our vacant police officer position. As we were all able to see at our last council meeting on (October 7<sup>th</sup>) with his swearing in, he and his entire family are extremely happy and proud. Dustin although just starting his probationary training is doing well and very excited to continue to learn his new job responsibilities.

This will end my report for September 2019.

Are there any questions?



Investigator  
Tony Bennek

# **Spring Lake Park Police Department**

## **Investigations Monthly Report**

**September 2019**

### **Total Case Load**

#### **Case Load by Level of Offense: 41**

<b>Felony</b>	<b>28</b>
<b>Gross Misdemeanor</b>	<b>2</b>
<b>Misdemeanor</b>	<b>11</b>

#### **Case Dispositions:**

<b>County Attorney</b>	<b>5</b>
<b>Juvenile County Attorney</b>	<b>0</b>
<b>City Attorney</b>	<b>4</b>
<b>Forward to Other Agency</b>	<b>0</b>
<b>SLP Liaison</b>	<b>0</b>
<b>Carried Over</b>	<b>25</b>
<b>Unfounded</b>	<b>0</b>
<b>Exceptionally Cleared</b>	<b>2</b>
<b>Closed/Inactive</b>	<b>5</b>

#### **Forfeitures:**

<b>Active Forfeitures</b>	<b>3</b>
<b>Forfeitures Closed</b>	<b>0</b>

## Spring Lake Park Police / School Resource Officer Report

[September 2019]

Incidents by School Location	Reports (ICRs)	Student Contacts*	Escorts/Other	Follow Up Inv.
Spring Lake Park High School	21	37	1	7
Discovery Days (pre-school)				
Lighthouse School				
Park Terrace Elementary School				1
District Office				
Able and Terrace Parks (School Related)				
School Related	1			3
Miscellaneous Locations			1	1
Totals:	22	37	2	12

Breakdown of Reports (ICRs)	
Theft reports (cellphones, iPods, bikes, etc...)	6
Students charged with Assault or Disorderly Conduct	
Students charged with other crimes	1
Non-students Charged	
Warrant Arrests	
Miscellaneous reports	15

**NOTICE OF PUBLIC HEARING  
ON PROPOSAL FOR THE ISSUANCE OF CHARTER SCHOOL  
LEASE REVENUE BONDS BY THE CITY OF SPRING LAKE PARK, MINNESOTA**

NOTICE IS HEREBY GIVEN that a public hearing will be held by the City Council of the City of Spring Lake Park, Minnesota (the “City”), on Monday, October 21, 2019, at 7:00 p.m., or as soon thereafter as the matter may be heard, at City Hall, 1301 81st Avenue Northeast, Spring Lake Park, Minnesota, to consider the proposal of Friends of Excell Academy, a Minnesota nonprofit corporation (the “Borrower”), that the City assist in financing a project hereinafter described pursuant to Minnesota Statutes, Sections 469.152 to 469.165, as amended, by the issuance of revenue bonds, in one or more series (the “Bonds”).

The project to be financed by the Bonds consists of the acquisition of real property and renovation of an existing 53,000 square-foot facility located at 6510 Zane Avenue North, Brooklyn Park, Minnesota (the “Property”), to house a charter school that currently leases the Property and serves approximately 412 students in grades pre-K through 8 (the “Project”). The Project will be owned by the Borrower and leased to and operated by Excell Academy for Higher Learning, Inc., a Minnesota nonprofit corporation and a tax-exempt 501(c)(3) corporation. The Project also consists of the purchase of approximately 4.37 acres of parkland from the City of Brooklyn Park, Minnesota, identified as Fair Oaks School Park, located at 6600 Zane Avenue North, immediately adjacent to the Property to the north.

The maximum estimated principal amount of the Bonds to be issued to finance the Project is \$14,500,000.

The Bonds, if and when issued, will not constitute a charge, lien or encumbrance upon any property of the City, except the Project, and such obligations will not be a charge against the general credit or taxing powers of the City, but will be payable from sums to be paid by the Borrower pursuant to a revenue agreement.

A draft copy of the proposed application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with all attachments and exhibits thereto, is available for public inspection during normal business hours, Monday through Friday, at Spring Lake Park City Hall, 1301 81st Avenue Northeast, Spring Lake Park, Minnesota.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may file written comments respecting the proposal with the City Administrator at or prior to the public hearing.

By: /s/ Daniel Buchholtz  
City Administrator





**RESOLUTION NO. 19-37**

**CITY OF SPRING LAKE PARK, MINNESOTA**

**AUTHORIZING THE ISSUANCE OF CHARTER SCHOOL LEASE REVENUE BONDS,  
SERIES 2019A AND SERIES 2019B (EXCELL ACADEMY FOR  
HIGHER LEARNING PROJECT)**

BE IT RESOLVED by the City Council (the “Council”) of the City of Spring Lake Park, Minnesota (the “City”), as follows:

WHEREAS, the City is authorized by the Constitution and the laws of the State of Minnesota, including Minnesota Statutes, Sections 469.152 to 469.165, as amended (the “Act”), to issue and sell its revenue bonds for the purpose of financing development within the State of Minnesota, and to enter into revenue agreements necessary or convenient in the exercise of the powers granted by the Act;

WHEREAS, the City has been approached by Friends of Excell Academy, a Minnesota nonprofit corporation (the “Borrower”), with a proposal that the City issue its revenue bonds, in one or more series, in the aggregate principal amount not to exceed \$14,500,000 (the “Bonds”), and loan the proceeds thereof to the Borrower to: (i) finance the acquisition, construction, renovation, expansion and equipping of an approximately 53,000 square foot public (charter) school facility (the “Facility”) located at 6510 Zane Avenue North in the City of Brooklyn Park, Minnesota (the “Host City”), which Facility will serve students in grades pre-kindergarten through 8 (the “School”); (ii) purchase approximately 4.37 acres of parkland from the Host City, identified as Fair Oaks School Park, located at 6600 Zane Avenue North in the Host City, immediately adjacent to the Facility (the “Parkland”); (iii) fund a debt service reserve fund; and (iv) pay the costs of issuing the Bonds (collectively, the “Project”);

WHEREAS, it is proposed the Project will be owned by the Borrower and leased to and operated by Excell Academy for Higher Learning, Inc. (the “School”), a public charter school, Minnesota nonprofit corporation and tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, pursuant to a revenue agreement to be entered into between the City and the Borrower, the Borrower will be obligated to make payments at the times and in the amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds, as well as all costs and expenses of the City and the Host City incident to the issuance and sale of the Bonds;

WHEREAS, the undertaking of the Project and the issuance of the Bonds to finance the cost thereof will further promote the public purposes and legislative objectives of the Act by the expansion of public charter school facilities in the State of Minnesota;

WHEREAS, as required by Section 469.154, Subdivision 4 of the Act and Section 147(f) of the Code and U.S. Treasury Regulations promulgated thereunder, this Council held a duly noticed public hearing on the issuance and sale of the Bonds at its regular meeting on Monday, October 21, 2019;

WHEREAS, this Council has been advised that the City Council of the Host City will hold a duly noticed public hearing to consider granting “host approval” for the issuance of the Bonds at its regular meeting on Monday, October 28, 2019; and

WHEREAS, all individuals who sought to be heard by this Council on the issuance and sale of the Bonds were heard at the public hearing on Monday, October 21, 2019.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, MINNESOTA, AS FOLLOWS:

1. Bond Documents. The forms of the following documents relating to the Bonds have been submitted to the City:

(a) Loan Agreement, between the City and the Borrower (the "Loan Agreement"), whereby the City agrees to make a loan to the Borrower of the gross proceeds of the sale of the Bonds and the Borrower agrees to acquire, construct, renovate, expand and equip the Project and to pay amounts in repayment of the Loan (as defined in the Loan Agreement) sufficient to provide for the full and prompt payment of the principal of, premium, if any, and interest on the Bonds;

(b) Indenture of Trust, between the City and the Trustee for the Bonds (as defined in the Indenture) (the "Indenture"), authorizing the issuance of the Bonds and pledging certain revenues, including those to be derived from the Loan Agreement, as security for the Bonds, and setting forth proposed recitals, covenants and agreements relating thereto;

(c) Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Financing Statement (the "Mortgage"), from the Borrower to the Trustee, by which the Borrower grants to the Trustee a mortgage lien on and security interest in certain mortgaged property, as described therein, as further security for the payment of the Bonds and assigns to the Trustee the Borrower's interests in all rents with respect to the mortgaged property (the City is not a signatory to the Mortgage); and

(d) Tax Regulatory Agreement, between the Borrower and the School and endorsed by the City (the "Tax Regulatory Agreement"), setting forth certain covenants and understandings with respect to the tax status of the Bonds.

In addition, upon the sale of the Bonds, the City will execute a Bond Purchase Agreement, between BB&T Capital Markets, the initial purchaser of the Bonds (the "Underwriter"), the Borrower, the School, and the City, providing for the purchase of the Bonds from the City by the Underwriter, and setting the terms and conditions of purchase (the "Bond Purchase Agreement"). The Underwriter will produce a Preliminary Official Statement, which, including all Appendices thereto, is intended to constitute the form of the Final Official Statement describing the offering of the Bonds, and certain terms and conditions of the foregoing documents (collectively, the "Official Statement").

The Loan Agreement, the Indenture, the Mortgage, the Tax Regulatory Agreement, and the Bond Purchase Agreement are collectively referred to herein as the "Bond Documents."

2. Project under the Act. This Council finds, determines and declares the following:

(a) that the Project constitutes a "project" authorized by and described in the Act. On the basis of information provided to the City it appears, and this Council finds, that the Project constitutes properties, real and personal, used or useful in connection with one or more revenue producing enterprises engaged in any business within the meaning of Section 469.153, Subdivision 2(b) of the Act;

(b) the Project furthers the purposes stated in Section 469.152 of the Act;

(c) the availability of the financing under the Act and the willingness of the City to furnish such financing will be a substantial inducement to the Borrower to undertake the Project, and the effect of the Project, if undertaken, will be to encourage the development of economically sound industry and commerce, to assist in the prevention of the emergence of blighted and marginal land, to help prevent chronic unemployment, to provide the range of service and employment opportunities required in the State of Minnesota, to help prevent the movement of talented and educated persons out of the State and to areas within the State where their services may be as effectively used, and to promote more intensive development and use of land within the State;

(d) there is no litigation pending or, to the actual knowledge of the City, without inquiry or investigation, threatened against the City relating to the Bonds or the Bond Documents, or questioning the due organization of the City, or the power or authority of the City to issue the Bonds and undertake the transactions contemplated hereby. To the actual knowledge of the City, without inquiry or investigation, the execution and delivery of the Bonds and the Bond Documents do not and will not constitute a breach of or default under any existing indenture, agreement or other instrument to which the City is a party or by which it or any of its property is bound.

3. Terms and Conditions of Bonds; No Obligation of City. The Bonds will be issued by the City upon the terms set forth in the Indenture, under the provisions of which the City's interest in the Loan Agreement will be pledged to the Trustee as security for the payment of principal of, premium, if any, and interest on the Bonds. The Loan Agreement provides for payments by the Borrower to the Trustee for the account of the City of such amounts as will be sufficient to pay the principal of, premium, if any, and interest on the Bonds when due. The Loan Agreement obligates the Borrower to pay for all costs of operation and maintenance of the Project, the Facility and the Parkland, including adequate insurance, taxes, and special assessments. A reserve and replacement fund will be established under the provisions of the Indenture in connection with the issuance of the Bonds.

Under the provisions of the Act, and as provided in the Loan Agreement and the Indenture, (i) the Bonds are not to be payable from nor charged upon any funds other than amounts payable pursuant to the Loan Agreement and money in the funds and accounts held by the Trustee which are pledged to the payment thereof, (ii) the City is not subject to any liability for payment of any of the Bonds, (iii) no owners of the Bonds shall ever have the right to compel the exercise of the taxing power of the City to pay any of the Bonds or the interest thereon, nor to enforce payment thereof against any property of the City, (iv) the Bonds shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City (other than the interest of the City in the Loan Repayments (as defined in the Loan Agreement) to be made by the Borrower under the Loan Agreement, which Loan Repayments are assigned to the Trustee under the Indenture), and (v) each Bond issued under the Indenture shall recite that such Bond, including interest thereon, shall not constitute or give rise to a charge against the general credit or taxing powers of the City.

4. Approval of Forms of Bond Documents. As they may be further amended and supplemented, and as may be approved by the City Attorney and Best & Flanagan LLP, Bond Counsel to the City ("Bond Counsel"), the forms of the Bond Documents are approved substantially in the forms submitted. Subject to the provisions of this paragraph, the Bond Documents, in substantially the forms submitted, are directed to be executed in the name and on behalf of the City by the Mayor and the City Administrator. Subject to the provisions of this paragraph, the Bonds are to be executed in the name of and on behalf of the City by the Mayor and the City Administrator and are to be delivered to the Trustee for authentication and delivery to the Underwriter. Any other City closing documents and certificates necessary to the transaction described above may be executed by the appropriate City officers. Copies of all of the documents necessary to the transaction herein described shall be delivered, filed, and recorded as provided herein and in the Loan Agreement and Indenture. The City shall proceed forthwith to issue the Bonds in the forms and upon the terms set forth in the Indenture, which terms are for this purpose incorporated in this Resolution and made a part hereof; provided, however, that the initial aggregate

principal amount of the Bonds shall not exceed \$14,500,000, the Bonds shall be in tax-exempt and taxable series in the amounts determined by the officials who execute the Bonds, the net effective interest rate of the tax-exempt bonds shall not be greater than 6.00%, and the net effective interest rate of the taxable bonds shall not be greater than 6.00%. Subject to the foregoing, the principal amounts of the Bonds and of the tax-exempt and taxable series of the Bonds, the maturities, the interest rates thereon, and any provisions for the optional or mandatory redemption thereof shall all be as set forth in the final form of the Indenture to be approved, executed and delivered by the officials authorized to execute the Bonds in this paragraph. The Underwriter has agreed pursuant to the provisions of the Bond Purchase Agreement, and subject to the conditions therein set forth, to purchase the Bonds at the purchase price set forth in the Bond Purchase Agreement. Said officials and other City officers are authorized and directed to prepare and execute the Bonds as prescribed in the Indenture and to deliver them to the Trustee, together with a certified copy of this Resolution and the other documents required by the Indenture, for authentication, registration, and delivery to the Underwriter. As provided in the Indenture, each Bond shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity and regularity of the issuance thereof.

5. Official Statement. The City consents to the circulation by the Underwriter of the Official Statement offering the Bonds for sale, provided that the City will not participate in the preparation of the Official Statement or independently verify the information in the Official Statement, except under the headings "THE ISSUER" or "LITIGATION" (insofar as it relates to the City), or other similarly worded headings, and takes no responsibility for, and makes no representations or warranties as to, the accuracy or completeness of such information. Bond Counsel will assist the City with verification of the above-mentioned sections of the Official Statement.

6. Other Documents. The City Administrator and other officers of the City are authorized and directed to prepare and furnish to Bond Counsel and the Underwriter, certified copies of all proceedings and records of the City relating to the Bonds, and such other affidavits and certificates as may be required to show the facts appearing from the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, certificates, and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

7. Future Amendments. The authority to approve, execute, and deliver future amendments to financing documents entered into by the City in connection with the issuance of the Bonds is hereby delegated to the City Administrator, on the condition that such amendments do not require the consent of the holders of the Bonds, do not materially adversely affect the interests of the City, do not contravene or violate any policy of the City, are acceptable in form and substance to Bond Counsel or the City Attorney, and the City has received an opinion of Bond Counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Bonds, if the Bonds are then tax-exempt obligations. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any such instrument by the City Administrator shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof.

8. Indemnification. It is understood and agreed that the Borrower shall indemnify the City against all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses incurred by the City) arising with respect to the Project or Bonds, as provided for and agreed to by and between the Borrower and City in the Loan Agreement.

9. Compliance with Private Activity Revenue Bond Policy. The Borrower shall be at all times in compliance with the City's Private Activity Revenue Bond Policy, amended and adopted by this Council on September 16, 2019 (the "Policy"). All fees and obligations due by the Borrower under the Policy shall

be timely made to the City. Any noncompliance with the Policy by the Borrower shall entitle the City to not complete the issuance and sale of the Bonds.

**APPROVED AND ADOPTED** this 21st day of October, 2019 by the City Council of the City of Spring Lake Park, Minnesota.

CITY OF SPRING LAKE PARK, MINNESOTA

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator





# Memorandum

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

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

**Date:** October 3, 2019

**Subject:** Site Lease Agreement – Verizon Wireless

Attached is the proposed site lease agreement between Verizon Wireless and the City of Spring Lake Park for an antenna facility to be placed on the Arthur Street Water Tower.

The lease term begins on January 1, 2021. Because the lease term is over a year away, we are receiving a \$5,000 non-refundable signing bonus to compensate us for reserving the space on the water tower for the Verizon installation. The initial term of the lease is for five years. Once the lease begins, the monthly rent is \$2,500 per month. On the anniversary of the effective date of the lease, the monthly rent will increase by 3% per year. Verizon Wireless has the ability to extend this lease for four additional five year lease periods.

Staff is recommending approval of the proposed lease. City Attorney Thames will be available to answer any questions from the City Council regarding the terms of the lease.

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





SITE LEASE AGREEMENT

Between

City of Spring Lake Park, a Minnesota municipal corporation

and

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Dated: \_\_\_\_\_, 20\_\_\_\_

## TABLE OF CONTENTS

	<u>PAGE</u>
1. <u>Leased Premises</u> .....	4
2. <u>Term and Renewals</u> .....	4
3. <u>Rent</u> .....	5
(a) <u>Amount, Adjustments</u> .....	5
(b) <u>Time of Payments</u> .....	5
(c) <u>Taxes</u> .....	5
(d) <u>Miscellaneous</u> .....	5
4. <u>Governmental Approval Contingency</u> .....	6
(a) <u>Tenant Application</u> .....	6
(b) <u>Interference Study</u> .....	6
(c) <u>Non-approval</u> .....	6
5. <u>Tenant's Use</u> .....	7
(a.) <u>User Priority</u> .....	7
(b.) <u>Purpose</u> .....	7
(c.) <u>Construction</u> .....	7
(d.) <u>Operation</u> .....	8
(e.) <u>Maintenance, Improvement Expenses</u> .....	8
(f.) <u>Replacements</u> .....	8
(g.) <u>Drawings</u> .....	9
(h.) <u>No Interference</u> .....	9
(i.) <u>Access</u> .....	9
(j.) <u>Payment Utilities</u> .....	9
(k.) <u>Noise</u> .....	9
6. <u>Emergency Facilities</u> .....	10
7. <u>Additional Maintenance Expenses</u> .....	10
8. <u>Maintenance of Tower Facility by Landlord</u> .....	10
9. <u>Defense and Indemnification</u> .....	10
(a.) <u>General</u> .....	10
(b.) <u>Hazardous Materials</u> .....	11
(c.) <u>Tenant's Warranty</u> .....	11
10. <u>Insurance</u> .....	11
(a.) <u>Worker's Compensation</u> .....	11
(b.) <u>General Liability</u> .....	12
(c.) <u>Automobile Liability</u> .....	12
(d.) <u>Tenant Property Insurance</u> .....	12
(e.) <u>Additional Insured-Certificate of Insurance</u> .....	12
(f.) <u>Waiver of Claims/Subordination</u> .....	13
11. <u>Damage or Destruction</u> .....	13
12. <u>Lease Termination</u> .....	13
(a.) <u>Events of Termination</u> .....	13

	(b.)	<u>Notice of Termination</u>	.....14
	(c.)	<u>Tenant's Liability for Early Termination</u>	.....15
	(d.)	<u>Site Restoration</u>	.....15
13.		<u>Limitation of Landlord's Liability</u>	.....15
14.		<u>Temporary Interruption of Service</u>	.....15
15.		<u>Tenant Interference</u>	.....16
	(a.)	<u>With Structure</u>	.....16
	(b.)	<u>With Higher Priority-Users</u>	.....16
	(c.)	<u>Interference Study-New Occupants</u>	.....16
	(d.)	<u>Interference-New Occupants</u>	.....16
16.		<u>Assignment</u>	.....17
17.		<u>Condemnation</u>	.....17
18.		<u>Intentionally Omitted</u>	.....17
19.		<u>Enforcement and Attorney's Fees</u>	.....17
20.		<u>Notices</u>	.....17
21.		<u>Authority</u>	.....18
22.		<u>Binding Effect</u>	.....18
23.		<u>Complete Lease; Amendments</u>	.....18
24.		<u>Governing Law</u>	.....18
25.		<u>Severability</u>	.....18
26.		<u>Memorandum</u>	.....18
27.		<u>Brokers</u>	.....18
28.		<u>Counterparts</u>	.....18
29.		<u>Survival</u>	.....19

## SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, between the City of Spring Lake Park, a Minnesota municipal corporation ("Landlord") located at 1301 81<sup>st</sup> Avenue N.E., Spring Lake Park, Minnesota 55432 and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("Tenant") located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

For good and valuable consideration, the parties agree as follows:

1. Leased Premises. Subject to the terms and conditions of this Lease, Landlord hereby leases to Tenant and Tenant leases from Landlord a portion of Landlord's property, located on Landlord's water tower ("Structure") at 8249 Arthur Street NE, Spring Lake Park, in the County of Anoka, State of Minnesota, legally described on **Exhibit A** attached hereto (the "Property"); the portion of the Structure as more particularly shown on the installation drawing attached hereto as **Exhibit B**, on which directional antennas, connecting cables and appurtenances maybe be attached and located, the exact location of each to be reasonable approved by Landlord's City Administrator, Clerk/Treasurer, together with ground or interior floor space for equipment as shown on the approved plans along with a non-exclusive easement for reasonable access thereto and for adequate utility services, including sources of electric, optical fiber and telephone facilities ("Leased Premises").
2. Terms and Renewal.
  - a. The "Initial Term" of this Lease shall commence on January 1, 2021, or the first day of month after Tenant begins installation of its equipment, whichever occurs first (either of the forgoing being the "Effective Date") and end on the day immediately preceding the fifth anniversary of the Effective Date. As used herein, a "Leased Year" shall commence on the Effective Date and each anniversary thereof and run until the next anniversary of the Effective Date. The parties agree to acknowledge the Effective Date in writing, and the parties agree that the initial monthly rent payments may not be delivered by Tenant until 90 days after the written acknowledgement of Effective Date. As additional consideration for this Lease, Tenant shall pay Landlord a one-time, non-refundable, lump-sum signing bonus of \$5,000.00 (the "Signing Bonus"), which shall be considered additional rent for the Leased Premises for the period from the date of the full execution of this Lease until the Effective Date. The Signing Bonus shall be paid by Tenant to Landlord within 90 days of the full execution of this Lease. The parties agree the payment to be made by Tenant under this paragraph is fair and adequate payment in exchange for Tenant intentionally delaying installation of Tenant's

communications equipment. Tenant further agrees that the Signing Bonus compensates Landlord for the period described above and shall be non-refundable to Tenant, regardless of Tenant's ability to meet the requirements referenced in subparagraph 4(a) below.

- b. Subject to the terms and conditions of this Lease, Tenant shall have the right to extend this Lease for four (4) additional five year renewal periods ("Renewal Terms") commencing on the date following the expiration date of the Initial Term or of any subsequent Renewal Term. This Lease shall be automatically renewed for each successive Renewal Term unless Tenant sends written notice of non-renewal to Landlord no later than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, such notice to be provided in accordance with Paragraph 20 of this Lease.

3. Rent.

- a. Amount, Adjustments. As consideration for this Lease, Tenant shall pay to Landlord monthly rent as follows:
  - Monthly rent for the first year shall be \$2,500. On each annual anniversary of the Effective Date, including each year of every Renewal Term, monthly rent shall be increased by three percent (3%). (For example, in Lease Year two (2), the monthly rent will be  $\$2,500 \times 1.03 = \$2,575$ .) This three percent (3%) annual increase shall continue throughout the term of the Lease.
- b. Time of Payments. With the exception of any permitted delay in the initial rental payment as contemplated in subparagraph 2(a) above, rent shall be paid monthly in advance by the first day of each month. Tenant shall pay a late fee of \$100.00 if the rent is not paid within ten (10) days of its due date. If the Tenant does not meet the requirements referenced in subparagraph 4(a) below, Tenant may terminate this Lease immediately if notice of such termination is provided, in writing, to Landlord prior to the Effective Date and, in such event, Landlord shall refund to Tenant the rental payment made at the time of execution (if any was made) excepting the Signing Bonus which shall be retained by Landlord, and shall also refund any unused portion of an escrow posted pursuant to subparagraph 3(d) below.
- c. Taxes. In addition to the monthly rent, Tenant further agrees to timely pay its pro rata share of any real estate taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease, following receipt of an invoice for such taxes together with reasonable supporting documentation evidencing Tenant's pro-rata share of the taxes. The pro rata share is based upon the amount of space on the Structure leased to Tenant compared to the total amount of space on the Structure leased by all tenants or users of the space on the Structure.
- d. Miscellaneous. Tenant shall pay all costs of Landlord's inspections and installation project management costs for the communication facility equipment described in

**Exhibit B** within 60 days after Landlord sends an invoice for such fees to Tenant, together with reasonable supporting documentation evidencing such fees. In addition to consulting and engineering inspection costs, Tenant shall reimburse Landlord for all reasonable costs associated with reviewing this Lease and approving Tenant's application, including but not limited to all attorneys' fees, staff and administrative review time, engineering inspection fees and third party consultant fees and expenses. Tenant shall reimburse Landlord for all such costs, fees, and expenses contemplated in this paragraph 3d up to \$10,000.00. Any such costs, fees, and expenses in excess of \$10,000 shall be split equally between the parties. All fees and invoices contemplated in this paragraph 3d must be paid within 60 days after Landlord sends Tenant an invoice for the same together with reasonable supporting documentation evidencing such fees. Landlord may utilize an Escrow Agreement to facilitate the reimbursement process which Escrow Agreement shall be in a form and substance acceptable to Landlord and Tenant.

4. Governmental Approval Contingency.

- a. Tenant Application. Tenant's right to use the Leased Premises is expressly made contingent upon its obtaining and maintaining all the certificates, permits, zoning and other approvals that may be required by any federal, state, or local authority. Landlord shall cooperate with Tenant in its efforts to obtain and retain such approvals and shall take no action, which would adversely affect the status of the Leased Premises with respect to the Tenant's proposed use thereof. However, this Lease in no way obligates Landlord to issue such certificates, permits, zoning or other approvals.
- b. Interference Study. Before obtaining any new building permit, Tenant must pay the reasonable costs of (i) a radio frequency interference study carried out by an independent and qualified professional selected by and agreed upon by Landlord and Tenant showing that Tenant's intended use will not interfere with any existing communications facilities and (ii) an engineering study showing that the Structure is able to support the Tenant's Communication Facilities, as defined in Subparagraphs 5(b) and (c), without prejudice to the City's use of the Structure. If the study finds that there is a potential for interference that cannot be reasonable remedied or for prejudice to the Structure, Landlord may deny the permit application. Landlord may, at its discretion, waive the requirement of an interference study if Landlord determines that the proposed modification will not affect the frequencies used by Tenant.
- c. Non-approval. In the event that any application necessary under Subparagraph 4(a) above is finally rejected or any certificate, permit, license, or approval issued to Tenant is cancelled, expires, lapses, or otherwise withdrawn or terminated by any governmental authority so that Tenant, in its sole discretion, will be unable to use the Leased Premises for its intended purposes, Tenant shall have the right to terminate the Lease and be reimbursed for any advance rental payment made

pursuant to Subparagraph 3(b) above. However, Tenant shall reimburse Landlord for any actual costs incurred in the review of the application pursuant to subparagraph 3(d) above. Notice of Tenant's exercise of its right to terminate shall be given to Landlord as outlined in Section 20 of this Lease and shall be effective upon receipt of such notice by Landlord as evidenced by the return receipt, or on such later date as specified in the notice by Tenant. Except as required under Subparagraph 12(d) below, upon such termination, this Lease shall become null and void and the parties shall have no further obligation to each other, except for those obligations outlined in Paragraph 9 of this Lease.

5. Tenant's Use.

- a. User Priority. Tenant agrees that the following priorities of use, in descending order, shall apply in the event of communication interference or other conflict while this Lease is in effect, and Tenant's use shall be subordinate accordingly:
  1. Landlord's non-commercial uses;
  2. Public safety agencies, including law enforcement, fire, and ambulance services;;
  3. Other governmental agencies where the non-commercial use is not related to public safety;
  4. Pre-existing governmental entities, including Landlord, who offer a commercial service to the general public for a fee unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority; and
  5. Pre-existing tenants existing at the Property prior to the Effective Date, unless there is a material modification of any existing equipment configuration and/or frequency characteristics, in which event any existing unmodified equipment shall have priority.
- b. Purposes. Tenant shall use the Leased Premises only for the purpose of installing, maintaining, and operating a Landlord-approved communications antenna facility and uses incidental thereto for providing radio and wireless telecommunication services, which Tenant is legally authorized to provide to the public. Subject to part (f) below, for any new projects, applications, additions or modifications after the date of execution of this Lease, Tenant shall submit all plans and specifications for its Communication Facilities to the Landlord for approval, which approval shall not be unreasonably withheld or delayed. This use shall be non-exclusive, and Landlord specifically reserves the right to allow the Property to be used by other parties and to make additions, deletions, or modifications to its own facilities on the Property. Tenant's communications antenna facility shall consist of antennas as shown in **Exhibit B**, along with cables and appurtenances connected thereto ("Communication Facilities"). Landlord and Tenant shall comply with all applicable ordinances, statues and regulations of local, state and federal

government agencies. Tenant further agrees to be bound by any applicable ordinances, statutes and regulations which are enacted after execution of this Lease.

- c. Construction. Tenant may erect, operate and maintain an antenna array in accordance with the plans and specifications in its submitted application, attached as **Exhibit B**. If Tenant wishes to install additional transmission equipment, it must first pay for an evaluation carried out by a qualified professional, retained by Landlord or Tenant and subject to Landlord's approval, demonstrating that (i) the additional equipment will not interfere with existing antennas and equipment or with proposed antennas/equipment with a higher priority, and that (ii) the Structure can structurally support the additional equipment. The cost of each evaluation must be paid by the Tenant within thirty (30) days after receiving written notice of the cost. Upon a written request from Tenant, Landlord shall provide documentation supporting these costs, if Landlord has incurred them. If Landlord consents, the parties will negotiate the amount of additional rent for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.
- d. Operation. Tenant shall have the right, at its sole cost and expense, to operate and maintain the Communication Facilities on the Leased Premises in accordance with good engineering practices, and with all applicable FCC rules and regulations. Subject to part (f) below, Tenant's installation of all Communication Facilities shall be done according to plans approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any damage done to the Leased Premises or other Landlord property including the Structure during installation or during operations, shall be repaired at Tenant's expense within thirty (30) days after notification of damage, except as covered by Landlord's insurance. The Communication Facilities shall remain the exclusive property of the Tenant.
- e. Maintenance, Improvement Expenses. All modification to the Leased Premises and all improvements made for Tenant's benefit shall be at the Tenant's expense and such improvements, including antenna, transmission equipment, facilities and other equipment, shall be maintained in a good state of repair, at least equal to the standard of maintenance of the Landlord's facilities on or adjacent to the Leased Premises, and secured by Tenant. If Tenant's Communication Facilities are mounted on the Structure they shall, at all times, be painted, at Tenant's expense, the same color as the Structure.
- f. Replacements, Updates, and Modifications. Tenant may not add to or alter the Communication Facilities set forth in **Exhibit B** without the prior written approval of the Landlord, provided however, Tenant may perform maintenance or repairs of the Communication Facilities and may replace existing equipment located on the water tower with equipment that is the same or smaller in size, weight, and wind loading and which does not reduce Landlord's available capacity on the water tower



without the prior approval of Landlord, however, notice to Landlord is required regardless of whether Landlord consent is required or not. In the event that Tenant needs to perform emergency maintenance or repairs of the Communication Facilities which will not add to or alter the same, Tenant shall provide Landlord with as much notice as possible and inform Landlord of the type and scope of work to be performed. In all other situations, at least thirty (30) days before the Tenant replaces, updates or modifies the Communication Facilities, Tenant shall notify and provide detailed plans and specifications to Landlord for any such replacement facilities, together with any other information reasonably requested by Landlord regarding such requested update, replacement, or modification, including but not limited to, a technical study, carried out at Tenant's expense. Tenant agrees to reimburse Landlord for all costs incurred by Landlord in connection with any addition or alteration to the Communication Facilities, including but not limited to plan review, structural review, site meetings, inspection time, and as-built updating because of Tenant's changes, including attorneys' fees for drafting and/or reviewing documents up to a maximum of \$10,000. Any such costs, fees, and expenses in excess of \$10,000 shall be split equally between the parties. Landlord may utilize an escrow agreement to facilitate the reimbursement process. Such an escrow agreement shall be in a form and substance acceptable to Landlord and Tenant. When requested and practicable, Landlord will attempt to obtain an estimate of the costs of any Consultant review of any future addition or alteration to the Communication Facilities, and provide the same to Tenant with a requested escrow amount. If Landlord consent is required and Landlord consents to the update or modification, or replacement, the parties will negotiate the amount of additional rent, if any, for the additional equipment. If the Landlord consents, the parties will also facilitate the exchange and review of as-built drawings and construction plans in a manner and form prescribed by Landlord.

- g. Drawings. Tenant shall provide Landlord with as-built drawings of the equipment and improvements installed on the Leased Premises, which show the actual location of all Communication Facilities. Said drawings shall be accompanied by a complete and detailed inventory of all equipment, personal property, and Communication Facilities actually placed on the Leased Premises.
- h. No Interference. Tenant shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner reasonably suitable to Landlord so as not to conflict with the use of the surrounding premises by Landlord. Tenant shall not unreasonably interfere with the operation of any priority tenant using the Structure and shall not interfere with the working use of any water storage facilities thereon or to be placed thereon by Landlord.
- i. Access, Notice. Tenant and its employees, agents, contractors and designees, at all times during this Lease, shall have access to the Leased Premises and the Structure in order to install, operate and maintain its Communication Facilities, subject to the terms of this Lease and applicable federal, state, and local law. Tenant shall notify

Landlord by telephone or email of scheduled work to the Communication Facilities located on the Structure at least 48 hours in advance of the start of the scheduled work. In the case of the need for emergency work to the Communication Facilities on the Structure, Tenant shall notify Landlord as soon as practicable after commencement of the work. For the purposes of this section, Tenant shall directly contact the City Administrator, Clerk/Treasurer or her/his designee at least 48 hours in advance of the start of any non-emergency work on the Structure, to complete notification of Landlord.

- j. Payment of Utilities. Tenant shall separately meter charges for the consumption of electricity and other utilities associated with its use of the Leased Premises and shall promptly pay all costs associated therewith. At Tenant's sole cost, Landlord shall reasonably cooperate with Tenant's efforts to obtain any utilities necessary to serve the Communications Facilities.
  - k. Noise. All Communication Facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Noise attenuation measures shall be required for all air conditioning units. Backup generators shall only be operated during power outages and for testing and maintenance purposes. At any time, noise attenuation measures may be required by Landlord, when deemed necessary. Tenant will, at its own expense, install noise mitigation equipment or a buffer to meet State noise standards, if necessary.
- 6. Emergency Facilities. In the event of a natural or man-made disaster, in order to protect the health, welfare, and safety of the community, Tenant may erect additional Communication Facilities and install additional equipment on a temporary basis on the Leased Premises to assure continuation of service. Such temporary operation shall not exceed ninety (90) days unless Tenant obtains written approval from Landlord.
  - 7. Additional Maintenance Expenses. Upon notice from Landlord, Tenant shall promptly pay to Landlord all additional Landlord expenses incurred in maintaining the Property, including painting or other maintenance of the Structure, that are caused by Tenant's occupancy of the Property.
  - 8. Maintenance of Tower Facilities by Landlord. Upon 30 days-notice by Landlord, Tenant agrees it will take whatever actions are reasonably necessary to permit Landlord to perform maintenance on the Structure. If this maintenance may include temporary removal of a portion of the Communication Facilities, Tenant shall be obligated to comply with Landlord's direction to remove upon 120 days' notice, but Landlord shall make every effort to provide Tenant with as much notice as possible of an impending request to remove equipment. Any requirement of Tenant under this Paragraph shall be at no cost to Landlord. If any proposed maintenance results in an interruption of service from Tenant's Communication Facilities, Tenant shall be permitted to place temporary facilities known as a cell on wheels (COW) on Landlord's Property, when feasible, and otherwise on other

property owned by Landlord for the duration of the maintenance activities that adversely affect Tenant's Communication Facilities.

9. Defense and Indemnification.

- a. General. Tenant agrees to defend, indemnify and hold harmless Landlord and its elected officials, officers, employees, agents, and representatives, from and against any and all claims, costs, losses, expenses, demands, actions, or causes of action, including reasonable attorneys' fees and other costs and expenses of litigation, which may be asserted against or incurred by Landlord or for which Landlord may be liable in the performance of this Lease arising from Tenant's installation, maintenance, and operation of its Communication Facilities or Tenant's use of the Leased Premises, except those which arise from the negligence, willful misconduct, or other fault of Landlord or other users of the Property described in **Exhibit A** or the Structure. Tenant shall defend all claims arising out of the installation, operation, use, maintenance, repair, removal, or presence of Tenant's Communication Facilities, equipment and related facilities on the Leased Premises. Landlord agrees to defend, indemnify and hold Tenant and its officers, employees, agents, and representatives harmless from any and all costs (including reasonable attorneys' fees) and claims of liability or loss which arise out of Landlord's use of the Property except those which arise from the negligence, willful misconduct, or other fault of Tenant.
- b. Hazardous Materials. Without limiting the scope of Subparagraph 9(a) above, Tenant will be solely responsible for and will defend, indemnify, and hold Landlord, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Tenant's use of Hazardous Materials. For purposes of this Lease, "Hazardous Materials" shall be interpreted broadly and specifically includes, without limitation, asbestos, fuel, batteries or any hazardous substance, waste, or materials as defined in any federal, state, or local environmental or safety law or regulations including, but not limited to CERCLA. Landlord represents that it has no knowledge of any Hazardous Materials on the Leased Premises. Notwithstanding the foregoing, Tenant will not be liable for any Hazardous Materials on the Lease Premises that were present prior to the Effective Date of this Lease. Landlord will defend, indemnify, and hold Tenant, its agents, and employees harmless from and against any and all claims, costs, and liabilities, including attorney's fees and costs, arising out of or in connection with the cleanup or restoration of the Leased Premises resulting from Landlord's introduction of Hazardous Materials to the premises.
- c. Tenant's Warranty. Tenant represents and warrants that its use of the Leased Premises will not generate and Tenant will not illegally store or dispose of on the Leased Premises, nor transport to or over the Leased Premises, any Hazardous Materials, unless Tenant specifically informs Landlord thereof in writing twenty-

four (24) hours prior to such storage, disposal or transport, or otherwise as soon as Tenant becomes aware of the existence of Hazardous Materials on the Leased Premises. The obligations of Paragraph 9 shall survive the expiration or other terminations of this Lease. Tenant shall be allowed to use a landlord approved generator and properly store reasonable quantities of batteries in good working order, which are not damaged, leaking, or otherwise compromised on the Leased Premises, to provide backup power to the Communication Facilities.

10. Insurance.

a. Worker's Compensation. Tenant must maintain Workers' Compensation insurance in compliance with all applicable state statutory limits. The policy shall also provide Employer's Liability coverage with limits of not less than \$1,000,000 bodily injury each accident, \$1,500,000 bodily injury by disease, policy limit, and \$1,000,000 bodily injury by disease, each employee.

b. General Liability. Tenant must maintain an occurrence form Commercial General Liability coverage. Such coverage shall include, but not be limited to, bodily injury, property damage, personal and advertising injury, premises/operation, broad form contractual liability, independent contracts, and products/completed operation.

Tenant must maintain aforementioned Commercial General Liability Coverage with limits of liability of \$2,000,000 per occurrence and \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate.

The City of Spring Lake Park will be included as an Additional Insured as their interest may appear under this Agreement on the Commercial General Liability insurance and the Automobile Liability insurance. Additional insured coverage shall apply as Primary insurance and Non Contributory with respect to any policy maintained by the City of Spring Lake Park. Additionally, Landlord requires that Tenant carry completed operations insurance per Minnesota statute. Tenant shall require any contractor or subcontractor to obtain and maintain substantially the same insurance as required of Tenant including a waiver of subrogation in favor of the City of Spring Lake Park with respect to losses arising out of or in connection with any work to be performed on the Property.

c. Automobile Liability. Tenant must carry automobile liability coverage. Coverage shall afford total liability limits for bodily injury liability and property damage liability in the amount of \$1,500,000 combined single limit each accident covering all owned, non-owned and hired vehicles.

The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and underinsured motorists' coverage.

d. Tenant's Property Insurance. Tenant must keep in force during the term of the Lease a policy covering damages to its property at the Leased Premises. The amount of coverage shall be sufficient to replace the damaged property, loss of use and comply with any ordinance or law requirements.

e. Additional Insured – Certificate of Insurance. Tenant shall provide, prior to the initiation of the term of this lease, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- VII or better) by Best Insurance Guide, licensed, authorized or permitted to do business in the state of Minnesota, which includes all coverages required in this Paragraph 10. Tenants will include Landlord as an Additional Insured as their interest may appear under this agreement on the General Liability and Commercial Automobile Liability Policies. Upon receipt of notice from its insurer(s), Tenant will provide the Landlord with thirty (30) days' prior written notice of cancellation, non-renewal, or material alteration of any required coverage. Tenant shall provide evidence of the maintenance of the required insurance to Landlord, on an annual basis. Failure to maintain all of the insurance policies required by this Paragraph 10 shall amount to a material breach of Tenant's obligations under this Lease and shall empower Landlord to terminate the Lease immediately and without cost to Landlord.

f. Waiver of Claims; Subrogation. Each of Landlord and Tenant hereby releases the other from any and all liability or responsibility to the other or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage that may occur to the Leased Premises or any improvement thereto, or the Structure or any improvements thereto, or any property of such party therein, by reason of fire or any other cause which could be insured against under the terms of standard fire and extended coverage (all-risk) insurance policies, regardless of cause or origin, including fault or negligence of the other party hereto, or anyone for whom such party may be responsible. Each party shall cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against either party hereto in connection with damage covered by such policy. The releases in this Paragraph will be effective whether or not the loss was actually covered by insurance. Tenant assumes all risk of loss or damage of Tenant's property or leasehold improvements within the Leased Premises, including any loss or damage caused by water leakage, fire, windstorm, explosion, theft, act of any other tenant, or other cause. Landlord will not be liable to Tenant, or its employees, for loss of or damage to any property in or at the Leased Premises or the Structure.

11. Damage or Destruction. If the Leased Premises is destroyed or damaged, so as, in Tenant's judgment, to hinder its effective use of the Communication Facilities, Tenant may elect to terminate this Lease upon thirty (30) days' written notice to the Landlord. In the event Tenant elects to terminate this Lease, Tenant shall be entitled to reimbursement of any pre-paid rent covering the period subsequent to the date of damage to or destruction of the Leased Premises.

12. Lease Termination.

- a. Events of Termination. Except as otherwise provided herein, this Lease may be terminated upon sixty (60) days written notice to the other party as follows:
- (i) by either party upon a default of any covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties pursuant to any other provisions hereof) unless such default may not reasonably be cured within a 60-day period in which case, this Lease may not be terminated if the defaulting party commences action to cure the default within such 60-day period and proceeds with due diligence to fully cure the default;
  - (ii) by Tenant, prior to the Effective Date, for cause immediately upon notice to Landlord if it is unable to obtain or maintain any license, permit or other governmental approval necessary for the construction and/or operation of the Communication Facilities or Tenant's business or if Tenant, in its sole discretion, determines the use of Leased Premises is obsolete or unnecessary. This termination right may only be exercised prior to the Effective Date;
  - (iii) by Landlord, upon six months' notice, if it determines that the Structure is structurally unsound, including, but not limited to, consideration of age of Structure, damage or destruction of all or part of the Structure on the Leased Premises from any source, or factors relating to condition of the Leased Premises, however, Landlord shall retain the authority to immediately terminate this Lease in the event Landlord determines that the Structure presents an imminent threat to public safety;
  - (iv) by Landlord, upon six months' notice, if an engineering study determines that a potential user with a higher priority under Subparagraph 5(a) above cannot find another adequate location, or the Communication Facilities unreasonably interfere with another user with a higher priority and Tenant does not remove the interfering equipment as required by Paragraph 15(b). If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) due to a priority user need related to public safety, then this Lease may be terminated by Landlord without further obligation to Tenant. If Landlord seeks to terminate this Lease pursuant to this subparagraph 12a(iv) and the priority user's need is not related to public safety, then before terminating this Lease pursuant to this subparagraph 12a(iv), Landlord shall make all reasonable efforts to arrange placement of the priority user and/or allow relocation of Tenant on the Structure in a way which will not necessitate the removal of Tenant or termination of this Lease. If Landlord is unable to arrange for mutual placement of Tenant and the priority user

unrelated to public safety, Landlord may terminate this Lease pursuant to this subparagraph 12a(iv), but Landlord shall not at any time over the balance of the then existing Term and all unexpired Renewal Terms, lease the Leased Premises to another party with equal or lesser priority for the same use as that of Tenant.

- b. Notice of Termination. The parties shall give notice of termination in accordance with Section 20 of this Lease. Such notice shall be effective upon receipt, as evidenced by the return receipt, affidavit of service, or such later date as stated in the notice. All rentals paid for the Lease period prior to the termination date shall be retained by Landlord.
  - c. Tenant's Liability for Early Termination. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs during the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination the full amount of Initial Term rent contemplated by this Lease, including scheduled escalation and less rent already paid. If Tenant terminates this Lease other than as expressly provided in this Lease, and that termination occurs after completion of the Initial Term of this Lease, Tenant shall pay to Landlord as liquidated damages for early termination, one (1) year's rent at the then current rate over and above any rent paid or rent then or thereafter owed pursuant to the Lease.
  - d. Site Restoration. In the event that this Lease is terminated or not renewed, Tenant shall have sixty (60) days from the termination or expiration date to remove its Communication Facilities, and related equipment from the Leased Premises, repair the site and restore the surface of the Structure to the condition existing upon the Effective Date, except for normal wear and tear and damage by the elements; if such time for removal causes Tenant to remain on the Property after the termination or expiration date, Tenant shall pay rent at the then existing monthly rate, including any scheduled escalation. In the event that Tenant's Communication Facilities, and related equipment are not removed within 60 days, Landlord may remove the same, at Tenant's expense, or at Landlord's sole discretion, become the property of Landlord free of any claim by Tenant or any person or entity claiming through Tenant. If Tenant fails to remove the Communication Facilities or any other improvements within 60 days, Tenant shall pay to Landlord, notwithstanding the termination of this Lease, rent in an amount equal to 150% of the amount of applicable Rent that would have been due for the period of time after 60 days that the Communication Facilities remains on the Property.
13. Limitation of Liability. Except for claims for third-party indemnity or contribution, neither party shall be liable to the other for value of the business as a going concern, future expectation of profits, loss of business or profit or other consequential or special damages.
14. Temporary Interruptions of Service. If Landlord reasonably determines that continued operation of the Communication Facilities would cause or contribute to an immediate

threat to public health and/or safety (except for any issues associated with human exposure to radio frequency emissions, which are regulated by the federal government), Landlord may order Tenant to discontinue its operation. Tenant shall immediately comply with such an order. Service shall be discontinued only for the period that the immediate threat exists. If Landlord does not give prior notice to Tenant, Landlord shall notify Tenant as soon as possible after its action and give its reason for taking the action. Landlord shall not be liable to Tenant or any other party for any interruption in Tenant's service or interference with Tenant's operation of its Communication Facilities, except as may be caused by the willful misconduct of Landlord, its employees or agents and except if Landlord's determination is found by a court of competent jurisdiction to have been negligent or inaccurate. If the discontinuance extends for a period greater than three days, either consecutively or cumulatively, Tenant shall have the right to terminate this Lease within its sole discretion for cause and without payment of any damages.

15. Tenant Interference.

- a. With Structure. Tenant shall not interfere with Landlord's use of the Structure and agrees to cease all such actions, which unreasonably and materially interfere with Landlord's use thereof not later than three business days after receipt of written notice of the interference from Landlord. In the event that Tenant's cessation of action is material to Tenant's approved use of the Leased Premises and such cessation fundamentally frustrates Tenant's approved use of the Leased Premises, within Tenant's sole reasonable discretion, Tenant shall have the immediate right to terminate this Lease for cause without payment of any damages.
- b. With Higher Priority Users. If Tenant's Communication Facilities cause impermissible interference with higher priority user as set forth in Subparagraph 5(a) above or with preexisting equipment of other tenants, Tenant shall take all measures necessary to correct and eliminate the interference. If the interference cannot be eliminated within 48 hours after receiving Landlord's written notice of the interference, Tenant shall immediately cease operating its Communication Facilities and shall not reactivate operation, except intermittent operation for the purpose of testing, until the interference has been eliminated. If the interference cannot be eliminated within 60 days after Tenant received Landlord's written notice, Landlord or Tenant shall immediately remove the interfering equipment at Tenant's expense and/or Landlord may at its option terminate this Lease immediately for cause and without payment of any damages.
- c. Interference Study – New Occupants. Upon written notice by Landlord that it has a bona fide request from any other party to lease an area including or in close proximity of the Leased Premises ("Leased Premises Area"), Tenant agrees to provide Landlord, within sixty (60) days, the radio frequencies currently in operation or to be operated in the future of each transmitter and receiver installed and operational by Tenant on the Leased Premises at the time of such request. Landlord may then have an independent, registered professional engineer of



Landlord's choosing perform the necessary interference studies to determine if the new applicant's frequencies will cause harmful radio interference to Tenant. Landlord shall require the new applicant to pay for such interference studies.

- d. Interference – New Occupants. Landlord agrees that it will not grant a future lease in the Leased Premises area to any party who is of equal or lower priority to Tenant, if such party's use is reasonably anticipated to interfere with Tenant's operation of its Communication Facilities or would contribute to causing interference with higher priority users. Landlord agrees further that any future lease of the Leased Premises Area will prohibit a user of equal or lower priority from interfering with Tenant's Communication Facilities. Landlord agrees that it will require any subsequent occupants of the Leased Premises Area of equal or lower priority to Tenant to provide Tenant these same assurances against interference. Landlord shall have the obligation to eliminate any interference with the operations of Tenant caused by such subsequent occupants. If such interference is not eliminated, Tenant shall have the right to terminate this Lease or seek injunctive relief against the interfering occupant, at Tenant's expense.
16. Assignment. This Lease, and rights thereunder, may be sold, assigned, or transferred at any time by Tenant to Tenant's parent, affiliates, subsidiaries or any entity which acquires substantially all of the assets of Tenant in the market defined by the FCC in which the Property is located, without the consent of Landlord. In such an event, Tenant shall provide at least 30 days' written notice of the assignment to Landlord. As to the other parties, this Lease may not be sold, assigned, or transferred without the written consent of the Landlord, such consent not to be unreasonably withheld or delayed. For purposes of this Paragraph, an "affiliate" or "subsidiary" means an entity, which directly or indirectly controls or is controlled by Tenant. Landlord hereby consents to the assignment by Tenant of its rights under this Lease as collateral to any entity, which provides financing to Tenant.
17. Condemnation. In the event the whole of the Leased Premises is taken by eminent domain, the Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Tenant shall not be entitled to any portion of the reward paid for the taking and the Landlord shall receive full amount of such award. Tenant hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for diminution in value of the leasehold or to the fee of the Leased Premises, shall belong to Landlord, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Landlord is the condemning authority), such compensation as may be separately awarded or recoverable by Tenant on account of any and all damage to Tenant's business and any costs or expenses incurred by Tenant in moving/removing its equipment, personal property, Communication Facilities, and leasehold improvements.

18. Landlord's Title. Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Leased Premises, subject to the terms of this Lease. Landlord represents and warrants to Tenant as of the date of Landlord's execution of this Lease that Landlord is not aware of any liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect Tenant's use.

19. Enforcement and Attorney's Fees. In the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, the prevailing party shall be entitled to recover costs and reasonable attorney's fees incurred as a result to such claim.

20. Notices. All notices hereunder must be in writing and shall be deemed validly given if delivered personally or if sent by certified mail, return receipt requested, or by overnight courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

If to Landlord, to: City of Spring Lake Park  
1301 81<sup>st</sup> Avenue N.E.  
Spring Lake Park, MN 55432  
Attention: City Administrator, Clerk/Treasurer

If to Tenant, to: Verizon Wireless (VAW) LLC  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attn: Network Real Estate

21. Authority. Each of the individuals executing this Lease on behalf of the Tenant or the Landlord represents to the other party that such individual is authorized to do so by requisite action of the party to this Lease.

22. Binding Effect. This Lease shall run with the Leased Premises. This Lease shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

23. Complete Lease; Amendments. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

24. Governing Law; Jurisdiction. This Lease shall be construed in accordance with the laws of the State of Minnesota. Further, in the event that either party to this Lease shall litigate a claim or bring claim in arbitration to enforce any rights hereunder, that claim shall be handled in Anoka County, Minnesota.

25. Severability. If any term of this Lease is found be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
26. Memorandum. Upon request by either party, the parties agree to promptly execute and deliver a recordable Memorandum of this Lease in a form acceptable to both parties, which may be recorded by the party requesting the Memorandum of Lease.
27. Brokers. If either party is represented by a real estate broker in this transaction, that party shall be responsible for any fee due to such broker and shall hold the other party harmless from any claims for commission by such broker.
28. Counterparts. This Lease may be signed in counterparts by the parties hereto each of which counterparts shall be considered an original.
29. Survival. The provisions of this Lease relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Lease. Additionally, any provisions of this Lease which require performance subsequent to the termination or expiration of this Lease shall also survive such termination or expiration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

**LANDLORD:**

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

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

\_\_\_\_\_  
Its Mayor

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

\_\_\_\_\_  
Its Administrator, Clerk/Treasurer

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

**TENANT:**

**Verizon Wireless (VAW) LLC d/b/a  
Verizon Wireless**, a Delaware limited  
liability company

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

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

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

## **EXHIBIT A**

(the “Property”)

Lots 40 and 41, Warren Addition, according to the recorded plat thereof, Anoka County, Minnesota

## **EXHIBIT B**

### **APPROVED DRAWING OF COMMUNICATION FACILITIES WITH LOCATIONS**



City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 10.21.19 Meeting**  
File No.: R-18GEN

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

**MS4 Permit (193802936).**

MS4 deadlines: Annual Report and Public Meeting by June 31<sup>st</sup> (done). Pond, structural BMP, and outfall inspections by July 31<sup>st</sup>. Annual Training and program analysis by December 31<sup>st</sup>.

**Local Surface Water Management Plan (LSWMP) (193803949).**

Council adopted on 4-15-19. *Ordinance revisions were approved by Council on October 7, 2019.*

**2019 Sanitary Sewer Lining Project (193804547).**

This project includes sewer lining in the area near TH65 and Osborne Rd. *Initial cleaning/televising has been completed. Lining installation will begin on October 21, 2019. Terry Randall is monitoring this project.*

**2019 Street Seal Coat and Crack Fill Project (193804625).**

*Final contractor payment was approved on October 7, 2019.*

**Arthur Street Water Treatment Plant Evaluation (193801776 Task 300):**

A comprehensive plant maintenance project to repair damage from a chlorine leak and to complete ongoing maintenance is being considered. *The City Administrator is working with the League of Minnesota Cities Insurance Trust (LMCIT) regarding the claim that has been submitted. Updated cost estimate information as requested by the LMCIT has been submitted. An on-site meeting with the LMCIT is being arranged.*

**Bituminous Trail (on Osborne Rd. from TH 65 to Central Avenue)(193804584):**

*Seeding and final restoration has been completed. Final payment can be processed (see separate letter) Need close-out documents (including IC-134 form and lien waiver) from Contractor.*

**Garfield Pond Improvements Project (193804750):** *City Council approved the construction plans and authorized bidding on October 7, 2019. Bids will be received on November 12, 2019 for consideration by the City Council at the meeting on November 18, 2019.*

**Hy-Vee Project:** *Site, 81<sup>st</sup> Avenue/Highway 65, and CSAH 35 work is substantially complete. City will complete an initial punch-list inspection in October.*

**Public Storage Project.** Terry Randall has been monitoring construction. An onsite meeting with the owner and the contractor was held on September 4<sup>th</sup> to review remaining site construction and discuss drainage issues. *Need revised drainage plans and as-built drawings of the utilities.*

Feel free to contact Harlan Olson, Phil Carlson, Jim Engfer, Mark Rolfs, Ryan Capelle, Marc Janovec, Ailsa McCulloch, Peter Allen, or me if you have any questions or require any additional information.





# **CORRESPONDENCE**





# Memorandum

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To: Mayor Nelson and Members of the City Council

From: Wanda Brown, Recycling/Special Projects

Date: October 16, 2019

Subject: Recycling/Leaf Drop-Off Day – October 26, 2019

This is just a reminder that the Fall Recycling/Leaf Drop-off Day will be held on October 26 from 9:00 am – Noon at the City Hall Parking Lot, and not at Green Lights Recycling.

Residents may recycle two items for FREE by producing the coupon sent out at the beginning of October. It is one coupon per resident. If residents do not have a coupon they can go to the following website: <http://www.slpnm.org/recycling.html>, and click on 2019 Saturday Recycling Event Information. Residents can also stop by City Hall and pick a coupon up in the kiosk.

Thank you.





October 9, 2019

Dear Northtown neighbor,

Your feedback is needed on a new Northtown Transit Center!

Metro Transit plans to build a new Northtown Transit Center. The existing transit center is expected to be demolished in the next year due to mall, Washington Prime Group, redevelopment plans. The new transit center will be built just south of the mall along Sanburnol Drive NE (see picture on reverse of this letter). Metro Transit is in the beginning stages of designing the transit center and is looking at ways to improve pedestrian access, provide efficient bus service and minimize the impact on surrounding neighbors.

The new facility, which would host several Metro Transit local and express bus routes, Anoka County Traveler, Transit Link, Metro Mobility, along with Park & Ride spaces, could open by the end of 2020.

It's important for us to hear from you! We are hosting two open houses on the following dates; which we hope you can attend. We look forward to receiving your input on the relocation of our transit service.

Wednesday, Oct. 23, 4-7 p.m.  
Spring Lake Park City Hall  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Thursday, Oct. 24, 4-7 p.m.  
Northtown Mall Community Room  
398 Northtown Drive  
Blaine, MN 55434

If you are unable to attend one of these open houses, please feel free to reach out to us via email at [comments@metrotransit.org](mailto:comments@metrotransit.org). Additional information can also be found at [metrotransit.org/Northtown-Transit-Center](http://metrotransit.org/Northtown-Transit-Center).

Sincerely,

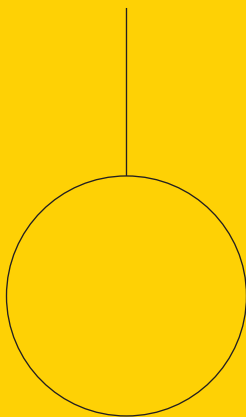
*Pamela Steffen*

Pam Steffen  
Manager, Customer Relations and Community Outreach & Engagement  
[pam.steffen@metrotransit.org](mailto:pam.steffen@metrotransit.org)  
612-349-7430

A service of the Metropolitan Council

# Northtown Transit Center





# Your feedback is needed on a new Northtown Transit Center

Metro Transit plans to build a new Northtown Transit Center. The existing transit center is expected to be demolished in the next year so mall owners can redevelop the property.

Plans to build a new transit center just south of the mall are in the beginning stages. Metro Transit is looking at ways to improve pedestrian access, provide efficient bus service and minimize the impact on surrounding neighbors.

The new facility, which would host a number of local and express bus routes along with Park & Ride spaces, could open by the end of 2020.

## Attend an open house

**Wednesday, Oct. 23, 4 - 7 p.m.**

Spring Lake Park City Hall

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

**Thursday, Oct. 24, 4 - 7 p.m.**

Northtown Mall Community Room

398 Northtown Drive, Blaine, MN 55434

Details are available at [metrotransit.org/northtown-transit-center](https://metrotransit.org/northtown-transit-center). If you can't attend an open house, provide feedback at [metrotransit.org/comment](https://metrotransit.org/comment).





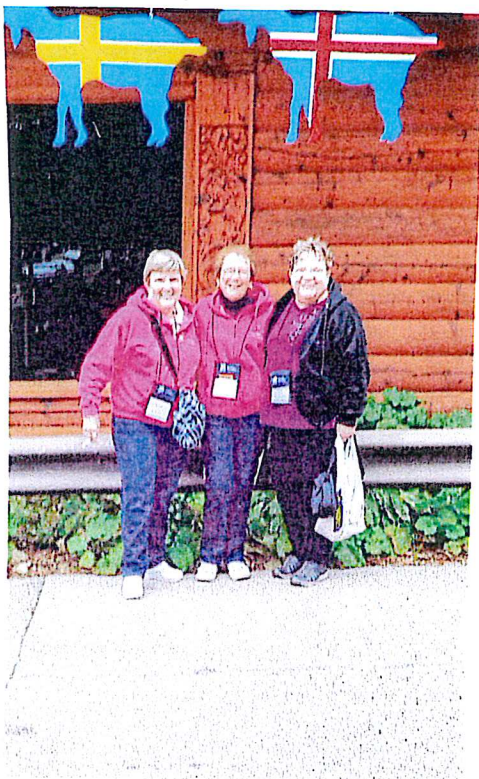
# DOOR COUNTY



October 3-6, 2019

Girls Getaway

The RASKels {Rita Anita Sandy Kathy eat laugh shop}  
want to THANK Kay for an AWESOME ADVENTURE  
to Door County ~ THANK YOU!!!!





! Kay

Here's a poem &  
a little something  
for you when your  
Birthday next arrives,  
often all we were celebrating  
Birthdays on the Bus,  
with Reepoot

Mary Henderson

Just wanted to thank  
you for the fabulous  
trip to 'Deer County' - never  
realized it had so much to  
offer! How you will do  
great at your new position.

Joan Pellon

thanks so much



## Video Production



Municipal Producer, Trevor Scholl, completed five productions in September including the sixth episode of the Blaine police training series, another episode of Get Connected with Anoka County: Lino Lakes Fall edition, the Blaine Stormwater Pond and World Fest 2019 stories, and the Cars for Neighbors Carsino Night. Fifteen municipally related programs were also produced by Danika Peterson, Rusty Ray, and T.J. Tronson for the city channels. Trevor reaches out to city officials and department contacts, every month, regarding potential programming for the channels. City staff and elected officials are encouraged to contact Trevor with any ideas or requests for programming.

### September Completed Videos/Playing on City Cable Channels & Streaming

Title	Producer	Runtime
World Fest 2019	Trevor Scholl	00:03:35
Cars for Neighbors, Carsino Night	Trevor Scholl	00:04:00
Get Connected with Anoka County: Lino Lakes Fall	Trevor Scholl	00:12:19
Local Decision 2019: Spring Lake Park School Board	Danika Peterson/Rusty Ray	00:26:36
Local Decision 2019: Lino Lakes Mayor	Danika Peterson/Rusty Ray	00:31:51
Local Decision 2019: Circle Pines City Council	Danika Peterson/Rusty Ray	00:21:39
Local Decision 2019: Circle Pines Mayor	Danika Peterson/Rusty Ray	00:10:45
Local Decision 2019: Lino Lakes City Council	Danika Peterson/Rusty Ray	01:00:30
Local Decision 2019: Anoka County Commissioner District 6 Primary	Danika Peterson/Rusty Ray	01:10:32
Backyard Animals	Danika Peterson/Rusty Ray	00:02:45
Ham Lake Fire Department Booya Announcement	Danika Peterson/Rusty Ray	00:00:37
State Leaders Celebrate Girl's Climate Activism	Danika Peterson/Rusty Ray	00:02:23
Threatened Plant Transplanted in Blaine Wetland Sanctuary	Danika Peterson/Rusty Ray	00:02:27
Lexington Fall Festival 2019	Danika Peterson/Rusty Ray	00:02:05

Your City Staff: Michelle Wolfe, City Manager	Danika Peterson/Rusty Ray	00:11:49
NMTC Meeting (9/18/19)	T. J. Tronson	00:20:36
Anoka County Board Meeting ( 9/10/19)	T.J. Tronson	00:52:19
Anoka County Board Meeting ( 9/24/19)	T.J. Tronson	01:47:14
Drone Footage/Photos for Lino Lakes website banner and real estate sale	T.J. Tronson	NA

Some projects that Trevor is working on or is scheduled to produce include:

- Getting final approval for Blaine Police Department training series #6
- Getting final approval for Blaine Stormwater Pond production
- Blaine Police Department training series #7
- More features for Anoka County parks
- Mayor's Minutes – fall editions
- Election judges in Ham Lake
- World Heritage project – a study abroad program with students from local schools



## Equipment Consulting/Technical Support

### **Blaine**

- 9.17.19: Recording issues with Blaine meeting. Transferred recording from KiPro via a Mac drive to the Genesis server.

### **Centerville**

- 9.26.19: Meeting went to black after the live switch was made. Went to city hall to check on problem. Lightronix box was set to input source that is no longer available. That is why signal went to black when switched. Set Lightronix box for input 1, which should be a permanent input.
- 9.26.19: City reported bad audio. Checked all mics. Functioning properly. To help with possible distortion set the Frame Sync in master control to -10db. Should help with any possible loud sounds during meetings.
- 9.30.19: Not getting signal from city hall. Called Teresa. Having issues with MetroINET. Monitored until resolved.

### **Circle Pines**

- No assistance required.

### **Ham Lake**

- No assistance required.

### **Lexington**

- No assistance required.

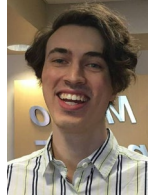
### **Lino Lakes**

- 9.9.19: The Lino Lakes meeting didn't have any graphics. Checked system. Discovered in the dashboard monitor of the virtual switcher that the source for Key 1 was somehow changed to camera 3. That resulted in a ghosted image of camera 3 instead of graphics. Fixed issue by putting the keyer back to ME1 which is the Xpression source for the proper key in the LCS system.
- 9.17.19: One of the hard drives at city hall needed to be formatted. Went to city hall and formatted the drive. Left instructions on how to do it, in the event staff would need to do it in an emergency.

### **Spring Lake Park**

- No assistance required.
- **All Cities**
- 9.17.19: Worked on Screenweave Apple Developer App for NMTV OTT channels.
- 9.18.19: Set up Apple Developer account.
- 9.30.19: Spoke with Apple regarding Developer account. In final process of account registration. Approved as authorized user.
- 9.30.19: Apple finalized the Developer program for our OTT channels.

## Master Control



Programming Coordinator, Michele Silvester, along with help from Eric Houston, Trevor Scholl and Gunnar Morkri, is responsible for processing and scheduling the programming on the City channels. There are three categories of programs that are scheduled on the City channels; live and replayed meetings, NMTV staff created video content, and informational graphics pages. All categories of programming must be encoded, scheduled, and entered into the Tightrope playback system or entered into the Carousel video files. As each live meeting is being recorded at City Hall, it is routed to the North Metro TV head-end and then sent out over the cable system live. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in September:

Title	Producer	Runtime
Blaine City Council Meeting (9/4/19)	Blaine Staff	00:39:38
Blaine Planning Commission Meeting (9/10/19)	Blaine Staff	00:33:21
Blaine EDA Meeting (9/16/19)	Blaine Staff	00:03:48
Blaine City Council Meeting (9/16/19)	Blaine Staff	01:09:21
Blaine Natural Resources Conservation Board Meeting (9/17/19)	Blaine Staff	00:49:13
Blaine Park Board Meeting (9/24/19)	Blaine Staff	01:03:40
Centerville City Council Meeting (9/11/19)	Centerville Staff	02:33:03
Centerville City Council Meeting (9/25/19)	Centerville Staff	01:13:24
Circle Pines City Council Meeting (9/10/19)	Circle Pines Staff	01:11:57
Circle Pines Utility Commission Meeting (9/18/19)	Circle Pines Staff	00:16:31
Circle Pines City Council Meeting (9/24/19)	Circle Pines Staff	00:48:15
Ham Lake City Council Meeting (9/3/19)	Ham Lake Staff	00:22:39
Ham Lake Planning Commission Meeting (9/9/19)	Ham Lake Staff	00:23:24
Ham Lake City Council Meeting (9/16/19)	Ham Lake Staff	00:34:30
Ham Lake Park & Tree Commission Meeting (9/18/19)	Ham Lake Staff	01:32:13
Ham Lake Planning Commission Meeting (9/23/19)	Ham Lake Staff	00:12:04
Lexington City Council Meeting (9/5/19)	Lexington Staff	00:18:39

Lexington City Council Meeting (9/19/19)	Lexington Staff	00:22:39
Lino Lakes City Council Meeting (9/9/19)	Lino Lakes Staff	00:23:43
Lino Lakes Planning & Zoning Meeting (9/11/19)	Lino Lakes Staff	01:47:05
Lino Lakes City Council Meeting (9/23/19)	Lino Lakes Staff	00:55:19
Spring Lake Park City Council Meeting (9/3/19)	Spring Lake Park Staff	00:55:09
Spring Lake Park City Council Meeting (9/16/19)	Spring Lake Park Staff	00:37:43
Spring Lake Park Planning Commission Meeting (9/23/19)	Spring Lake Park Staff	00:08:43
<b>24 New Programs</b>		<b>18:56:01 New Hours</b>

Meetings are scheduled for replay based on schedules requested by each City. Additional longer-length video programming produced by NMTV staff is also scheduled on the channels. With the arrival of the Carousel units, shorter-length videos and promos are loaded onto those devices, rather than being scheduled as separate playbacks. The short videos cycle through, with graphics pages, and play on the channels whenever a scheduled program is not playing. Depending on whether a City selected the split screen or full screen Carousel option, the shorter videos are cycling 24 hours a day. The table below outlines how many times a longer-length video program was entered into the Tightrope system, and played back on each City channel.

<b>City</b>	<b>Number of Times Programs Played</b>	<b>Hours Programmed on Channel</b>
Blaine	258	216:27:39
Centerville	58	102:54:38
Circle Pines	235	175:03:12
Ham Lake	74	68:50:47
Lexington	120	78:53:08
Lino Lakes	173	126:04:06
Spring Lake Park	151	111:17:16
<b>Totals:</b>	<b>1,069 Program Playbacks</b>	<b>879:30:46 Hours of Video Programming on Channels</b>

The last category of programming on City channels consists of bulletin board, or graphics pages, that display information about the City or about events and issues of interest to citizens. With the installation of the Carousel units, Eric Houston has assumed responsibility for updating the information on all seven channels. He works closely with each City's representative to ensure that all requested data slides are created and posted to the satisfaction of the City. Even though Eric is doing the work of creating the data pages, the Cities will always maintain editorial control. In addition to the graphics pages, the Carousel units play video. Trevor Scholl is responsible for encoding any videos that will be displayed. The following work was done for City Carousel units in September:

#### **Blaine**

- Transcoded and uploaded 3 videos to Carousel.

- Created new seasonal background for Blaine Carousel channel.
- Fixed a malfunction with one Carousel zone.
- Centerville**
- Transcoded and uploaded 1 video to Carousel.
- Circle Pines**
- Transcoded and uploaded 2 videos to Carousel.
- Ham Lake**
- Transcoded and uploaded 2 videos to Carousel.
- Created 4 graphics pages for Carousel
- Lexington**
- Transcoded and uploaded 2 videos to Carousel.
- Created 1 graphics page for Carousel
- Lino Lakes**
- Transcoded and uploaded 2 videos to Carousel.
- Spring Lake Park**
- Transcoded and uploaded 1 video to Carousel.
- Created 3 graphics pages for Carousel

## City Channel Signal Monitoring

- Blaine**
- No channel signal problems.
- Centerville**
- No channel signal problems.
- Circle Pines**
- No channel signal problems.
- Ham Lake**
- No channel signal problems.
- Lexington**
- No channel signal problems.
- Lino Lakes**
- No channel signal problems.
- Spring Lake Park**
- No channel signal problems

## Meetings on Demand



NMTV has created a video on demand service, with line-item bookmarking, for our Cities' meetings. In order to accomplish this, each encoded meeting has to undergo several steps. The meeting must first be transferred and transcoded from the playback server to the video on demand server. The length of time necessary for this varies based on the length of the meeting and whether it is recorded in SD or HD. Once that is done, a staff member must go through the meeting entering a bookmark at the start of each meeting line-item, and type in the corresponding line-item information. Staff utilizes marked agendas provided by City staff members for this step. If marked agendas aren't provided by City staff we go to the City website to find unmarked agendas and place the meeting on VOD without bookmarks. Once that is done and saved the bookmarked meeting is then linked to the NMTV website's city meeting page for video on demand. The following number of meetings were bookmarked and/or placed on VOD for the Cities in September:

- **Blaine**  
6 meetings bookmarked and placed on VOD.
- **Centerville**  
2 meetings bookmarked and placed on VOD.
- **Circle Pines**  
3 meetings bookmarked and placed on VOD.
- **Ham Lake**  
5 meetings bookmarked and placed on VOD.
- **Lexington**  
2 meetings placed on VOD.
- **Lino Lakes**  
3 meetings bookmarked and placed on VOD.
- **Spring Lake Park**  
3 meetings bookmarked and placed on VOD

## Administrative

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The issues dealt with in September included receiving and summarizing the Ashpaugh & Sculco Comcast Franchise and PEG Fee Review Report, considering and preparing for implementation of the FCC ruling, deciding to participate in the appeal of the FCC ruling, and finalizing the CenturyLink Settlement Agreement.

### **Comcast Franchise and PEG Fee Review**

- Received the Ashpaugh & Sculco Franchise and PEG Fee Review report. The report determined whether Comcast was in compliance with the franchise agreement during the review period from January 1, 2015 through March 31, 2018. The report determined that Comcast underpaid the Commission \$185,165 in franchise and PEG fees, plus interest.
- Read the report and discussed with Mike Bradley.
- Created summary of report for Operations Committee and Cable Commission.
- Discussed report with Cable Commission.
- Authorized Garth Ashpaugh to share his work papers with Comcast.
- Requested that Comcast respond to the report before the October Operations and Executive Committee meetings.
- Received a letter from Comcast requesting more time.
- Spoke with Mike Bradley. Agreed to allow Comcast until the November meetings to respond to the report.

### **FCC FNPRM Update**

- The FCC Third Report and Order became effective on September 26<sup>th</sup>.
- Talked with Operations Committee and Cable Commission regarding complimentary subscriber drops, the INET, and other in-kind considerations.
- Made determinations regarding subscriber drops.
- Received an email from Comcast requesting to remove a non-functioning portion of the INET. Informed Comcast that we are no longer using the INET.
- Requested that Comcast remove the INET related modulators and demodulators from the NMTV head-end and from city halls.
- Have not been contacted by Comcast regarding modification of the franchise agreement.



- Discussed participation in the appeal of the ruling with Operations Committee and Cable Commission.
- Cable Commission moved to participate in the appeal and request for stay.

### **CenturyLink Franchise Fee Settlement Agreement**

- Discussed the CenturyLink Franchise Fee Settlement Agreement with the Operations Committee and Cable Commission.
- The Cable Commission approved the agreement.
- Sent Mike Bradley signed copy of the agreement for CenturyLink.

### **Miscellaneous**

- Provided follow-up information to Ben Sandell, Communications Coordinator for the City of Columbia Heights, regarding NMTC procedures.
- Responded to emails from Columbia Heights Mayor, City Manager, and Commission Chair Dale Stoesz.
- Responded to email from Jeff Karlson and Dale Stoesz regarding constituent form 5G letter. Forwarded article regarding RF radiation.
- Call Mark Statz regarding request from citizen for copy of city council meeting.
- Send copy of city council meeting to Centerville for citizen.
- Re-read JPA. Consider more changes.
- Obtain new Commission member info from Spring Lake Park. Update contact info and forward to Operations Committee and Cable Commission.
- Email City Manager of Columbia Heights for update on joining the Commission.
- Talked with Mark Statz regarding appeal of the FCC ruling.
- City HD channel available.
- Checked on AppleTV progress on NMTV direct OTT app.
- Read industry articles.



# North Metro TV

September 2019 Update

## Program Production

In September, a total of 121 **new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **77:45:00 hours of new programming.**

- 35 programs were produced by the public
- 62 programs were produced by NMTV staff
- 24 programs were produced by City staff



## Van Shoots

The HD truck was used for **56:45:00** hours of production. Events produced live and recorded for additional playbacks include:

- Football: Centennial vs. Anoka
- Girls and Boys Soccer: Spring Lake Park vs. Centennial
- Football: Totino Grace vs. Blaine
- Volleyball: Andover vs. Blaine
- Football: Blaine vs. Maple Grove
- Volleyball: Tartan vs. Spring Lake Park
- Girls and Boys Soccer: Centennial vs. Blaine
- Football: Spring Lake Park vs. Hopkins



## Workshops

Workshop	Instructor	Organization	Students
Lecture Series – At the Movies: The Birth of Sound, Color, and the Widescreen	Eric Houston	Crest View Senior Living	6
Lecture Series – Australian Cinema: Movies from the Land Down Under	Eric Houston	At NMTV, General Public	16
Camera	Eric Houston	General Public	2
Lecture Series – Dracula, Frankenstein and King Kong: Monster Movies of the 20s and 30s	Eric Houston	Spring Lake Park Parks and Recreation	6
Studio	Eric Houston	General Public	7
<b>5 Workshops</b>			<b>37 Students</b>

## Home Movie Transfers

Home movie transfers have become one of our most popular services. Residents can transfer their family videos themselves for free, or pay NMTV to do it. NMTV can also transfer film, slides, and photos for a fee.

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	226	64	47	2	702	\$1,305.00
February	302.75	71	91	2	1,277	\$914.00
March	248.75	128	26	38	700	\$906.00
April	208.75	88	17	17	1,830	\$1,014.00
May	355.25	112	24	14	1,002	\$960.00
June	503.5	140	92	58	1,047	\$1,925.00
July	281.75	60	29	45	1,686	\$1,563.00
August	302.75	27	121	10	1,437	\$955.00
September	206.5	51	70	33	77	\$997.00
<b>TOTAL:</b>	<b>2,636.00</b>	<b>741</b>	<b>517</b>	<b>219</b>	<b>9,758</b>	<b>\$10,539.00</b>

## Public Usage Stats

For statistical purposes, the public access department documents total numbers of unique individuals and total hours of usage of the facility by the general public, every month. These numbers include regular users, class participants, individuals transferring videos, people who attend events, and any other public usage of the facility. The numbers do not take into account the many members of the public who work with any other NMTV department, such as news, sports, municipal, or educational.

Month	Unique Individuals	Total Usage Hours
January	144	677.5
February	94	606.5
March	76	572.75
April	108	591.75
May	163	773.5
June	84	737.25
July	97	543.00
August	79	475.25
September	76	440.25
<b>TOTAL PUBLIC USAGE:</b>		<b>5,417.75</b>

## Production Highlights

### NMTV News Highlights

Each week Danika Peterson and Rusty Ray create a news program that highlights events, people, issues, and information important to citizens of our Member Cities. Some September highlights include:

- Blaine Celebrates Diversity with World Fest
- Anoka County Leaders Recognize Life Saving Efforts of Bunker Beach Staff
- Speeding Problems on Main Street in Centerville
- Centennial Activities Director Followed Family Ties to New Role



- Centennial Freshman Start School
- Veteran Group Donates to Haven for Heroes
- Rare Plant Transplanted to Make Way for Development in Blaine
- Anoka County Commissioners Give Preliminary Approval for to Property Tax Levy for 2020
- Lt. Governor and Other State Leaders Celebrate Little Girl's Climate Activism in Circle Pines
- Lexington Celebrates Fall Fest

In addition to daily playbacks of North Metro TV News on the cable systems, there are 592 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the northmetrotv.com website.

### Local Decision 2019

In what is usually a fairly quiet election cycle for the North Metro, a lot of election related programming has been produced. Meet the Candidate spots were produced for uncontested races and for races that had too many candidates to fit on the stage for a group forum. For those contested races with four or fewer candidates, Candidate Forums were produced. Covered races include the Lino Lakes City Council and Mayoral races, the Circle Pines City Council and Mayoral races, the primary for the Anoka County Commissioner District 6 Seat, and the Spring Lake Park and Anoka-Hennepin School Board. The programming is playing on the appropriate city channel, public channel, and available on the NorthMetroTV Youtube page. We are scheduled to cover two sponsored debates. The first, for the Anoka County Commissioner seat, will take place on October 3<sup>rd</sup> and is sponsored by the Quad Area Chamber of Commerce. The second debate, also for the Anoka County Board seat is sponsored by the League of Women Voters and takes place on October 8<sup>th</sup>.



### Commercial Production Services

There were several commercial productions in September. Carleton College hired NMTV, again, to gather new drone footage of the campus in fall. Another repeat customer, the Minnesota Softball Military Appreciation Tournament, hired us to produce a promo video, of their event, utilizing both drone and C200 footage. And we were contracted by the Center for Hmong Arts & Talent to document a day-long fashion show that was held at the Union Depot in St. Paul. NMTV also continues to develop additional sources of commercial funding. We have been contacted by several organizations, outside of the Member Cities, regarding the traveling lecture series. Two have already agreed to pay for the presentations. Work also continues on establishing our equipment rental service.



### City Productions

In September, Municipal Producer, Trevor Scholl, produced another episode of Get Connected Lino Lakes, the 6<sup>th</sup> episode of the Blaine Police Department's training series, and stories on Blaine World Fest, Cars for Neighbors Carsino Night, and a Stormwater Pond series for Blaine.

- Get Connected With Lino Lakes, Fall Edition
- World Fest 2019
- Cars for Neighbors, Carsino Night
- Assisted News Department with Local Decision 2019 Meet the Candidates and forums





New and ongoing projects include:

- Getting final approval for Blaine Police Department training series #6
- Getting final approval for Blaine Stormwater Pond production
- Blaine Police Department training series #7
- More features for Anoka County parks
- Mayor's Minutes – fall editions
- Election judges in Ham Lake
- World Heritage project – a study abroad program with students from local schools

Trevor touches base with contacts on a regular basis and also encourages Cities to contact him whenever they have an idea for a new show.

## Production equipment consulting for cities and schools

### **Blaine**

- 9.17.19: Recording issues with Blaine meeting. Transferred recording from KiPro via a Mac drive to the Genesis server.

### **Centerville**

- 9.26.19: Meeting went to black after the live switch was made. Went to city hall to check on problem. Lightronix box was set to input source that is no longer available. That is why signal went to black when switched. Set Lightronix box for input 1, which should be a permanent input.
- 9.26.19: City reported bad audio. Checked all mics. Functioning properly. To help with possible distortion set the Frame Sync in master control to -10db. Should help with any possible loud sounds during meetings.
- 9.30.19: Not getting signal from city hall. Called Teresa. Having issues with MetroINET. Monitored until resolved.

### **Circle Pines**

- No assistance required.

### **Ham Lake**

- No assistance required.

### **Lexington**

- No assistance required.

### **Lino Lakes**

- 9.9.19: The Lino Lakes meeting didn't have any graphics. Checked system. Discovered in the dashboard monitor of the virtual switcher that the source for Key 1 was somehow changed to camera 3. That resulted in a ghosted image of camera 3 instead of graphics. Fixed issue by putting the keyer back to ME1 which is the Xpression source for the proper key in the LCS system.
- 9.17.19: One of the hard drives at city hall needed to be formatted. Went to city hall and formatted the drive. Left instructions on how to do it, in the event staff would need to do it in an emergency.

### **Spring Lake Park**

- No assistance required.

### **All Cities**

- 9.17.19: Worked on Screenweave Apple Developer App for NMTV OTT channels.
- 9.18.19: Set up Apple Developer account.
- 9.30.19: Spoke with Apple regarding Developer account. In final process of account registration. Approved as authorized user.
- 9.30.19: Apple finalized the Developer program for our OTT channels.

## City Channel 16 Playback Stats

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	258	216:27:39
Centerville	58	102:54:38
Circle Pines	235	175:03:12
Ham Lake	74	68:50:47
Lexington	120	78:53:08
Lino Lakes	173	126:04:06
Spring Lake Park	151	111:17:16
<b>Totals:</b>	<b>1,069 Program Playbacks</b>	<b>879:30:46 Hours of Video Programming on Channels</b>

## Programs Produced by the Public

Title	Producer	Runtime
The Super 8 Show	Video Club/Eric Houston	00:26:33
Bad Movie Bros	Video Club/Eric Houston	00:42:43
Every Movie Ever (5 episodes)	Joe Scholz, Rick Bostrom, Ben Daniels/Ryan Frieundschuh, Gavin Van Trease/Brett Wong/Seraiah Brooks/Eric Houston	02:00:05
A Fresh New Day (2 episodes)	Anita Wardlaw	01:25:52
Cornerstone Church (3 episodes)	Rick Bostrom	01:39:28
Christ Lutheran Church (4 episodes)	Jacob Nessman/Chance Amundson	04:21:28
The Power of Love (6 episodes)	Rick Larson	03:00:00
LovePower (6 episodes)	Rick Larson	06:00:00
Rice Creek Watershed District Meeting (2 episodes)	Theresa Stasica	01:49:35
Oak Park Moments (5 episodes)	Dave Turnidge	03:03:22
<b>35 New Programs</b>		<b>24:29:06 New Hours</b>

## Programs Produced by NMTV Staff

Title	Producer	Runtime
Anoka County Board Meeting (9/10/19)	T.J. Tronson	00:52:19
Anoka County Board Meeting (9/24/19)	T.J. Tronson	01:47:14
NMTC Meeting (9/18/19)	T. J. Tronson	00:20:36
NMTV News (2 episodes)	Danika Peterson/Rusty Ray	00:37:30
Local Decision 2019: Spring Lake Park School Board	Danika Peterson/Rusty Ray	00:26:36
Local Decision 2019: Lino Lakes Mayor	Danika Peterson/Rusty Ray	00:31:51
Local Decision 2019: Circle Pines City Council	Danika Peterson/Rusty Ray	00:21:39
Local Decision 2019: Circle Pines Mayor	Danika Peterson/Rusty Ray	00:10:45
Local Decision 2019: Lino Lakes City Council	Danika Peterson/Rusty Ray	01:00:30
Local Decision 2019: Anoka County Commissioner District 6 Primary	Danika Peterson/Rusty Ray	01:10:32
Backyard Animals	Danika Peterson/Rusty Ray	00:02:45
Ham Lake Fire Department Booya Announcement	Danika Peterson/Rusty Ray	00:00:37
State Leaders Celebrate Girl's Climate Activism	Danika Peterson/Rusty Ray	00:02:23
Threatened Plant Transplanted in Blaine Wetland Sanctuary	Danika Peterson/Rusty Ray	00:02:27
Lexington Fall Festival 2019	Danika Peterson/Rusty Ray	00:02:05
Your City Staff: Michelle Wolfe, City Manager	Danika Peterson/Rusty Ray	00:11:49
Get Connected with Anoka County: Lino Lakes Fall 2019	Trevor Scholl	00:12:19
World Fest 2019	Trevor Scholl	00:03:35
Carsino Night	Trevor Scholl	00:04:00
Swim & Dive: Blaine/Centennial	Kenton Kipp/J. Millington	01:58:56
Football: Centennial/Anoka	Kenton Kipp/J. Millington	02:22:39
Girls Soccer: Spring Lake Park/Centennial	Kenton Kipp/J. Millington	01:39:57
Boys Soccer: Spring Lake Park/Centennial	Kenton Kipp/J. Millington	01:40:30
Football: Totino Grace/Blaine	Kenton Kipp/J. Millington	02:21:56
Volleyball: Andover/Blaine	Kenton Kipp/J. Millington	01:46:53

Swim & Dive: Spring Lake Park/Centennial	Kenton Kipp/J. Millington	01:14:43
Football: Blaine/Maple Grove	Kenton Kipp/J. Millington	02:24:48
Volleyball: Tartan/Spring Lake Park	Kenton Kipp/J. Millington	01:08:19
Girls Soccer: Centennial/Blaine	Kenton Kipp/J. Millington	01:52:52
Boys Soccer: Centennial/Blaine	Kenton Kipp/J. Millington	01:47:47
Football: Spring Lake Park/Hopkins	Kenton Kipp/J. Millington	02:20:42
Coach & Captains (3 episodes)	Kenton Kipp/J. Millington	00:10:26
Sports Den (5 episodes)	Kenton Kipp/J. Millington	02:26:01
Game Highlights (22 episodes)	Kenton Kipp/J. Millington	00:54:57
<b>62 New Programs</b>		<b>34:12:58 New Hours</b>

## Programs Produced by City Staff

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Title	Producer	Runtime
Blaine City Council Meeting (9/4/19)	Blaine Staff	00:39:38
Blaine Planning Commission Meeting (9/10/19)	Blaine Staff	00:33:21
Blaine EDA Meeting (9/16/19)	Blaine Staff	00:03:48
Blaine City Council Meeting (9/16/19)	Blaine Staff	01:09:21
Blaine Natural Resources Conservation Board Meeting (9/17/19)	Blaine Staff	00:49:13
Blaine Park Board Meeting (9/24/19)	Blaine Staff	01:03:40
Centerville City Council Meeting (9/11/19)	Centerville Staff	02:33:03
Centerville City Council Meeting (9/25/19)	Centerville Staff	01:13:24
Circle Pines City Council Meeting (9/10/19)	Circle Pines Staff	01:11:57
Circle Pines Utility Commission Meeting (9/18/19)	Circle Pines Staff	00:16:31
Circle Pines City Council Meeting (9/24/19)	Circle Pines Staff	00:48:15
Ham Lake City Council Meeting (9/3/19)	Ham Lake Staff	00:22:39
Ham Lake Planning Commission Meeting (9/9/19)	Ham Lake Staff	00:23:24
Ham Lake City Council Meeting (9/16/19)	Ham Lake Staff	00:34:30
Ham Lake Park & Tree Commission Meeting (9/18/19)	Ham Lake Staff	01:32:13
Ham Lake Planning Commission Meeting (9/23/19)	Ham Lake Staff	00:12:04
Lexington City Council Meeting (9/5/19)	Lexington Staff	00:18:39
Lexington City Council Meeting (9/19/19)	Lexington Staff	00:22:39
Lino Lakes City Council Meeting (9/9/19)	Lino Lakes Staff	00:23:43
Lino Lakes Planning & Zoning Meeting (9/11/19)	Lino Lakes Staff	01:47:05
Lino Lakes City Council Meeting (9/23/19)	Lino Lakes Staff	00:55:19
Spring Lake Park City Council Meeting (9/3/19)	Spring Lake Park Staff	00:55:09
Spring Lake Park City Council Meeting (9/16/19)	Spring Lake Park Staff	00:37:43
Spring Lake Park Planning Commission Meeting (9/23/19)	Spring Lake Park Staff	00:08:43
<b>24 New Programs</b>		<b>18:56:01 New Hours</b>

If you have any questions or comments regarding this monthly report please contact  
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