

#### CITY COUNCIL AGENDA MONDAY, JULY 17, 2017 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 June 19, 2017
  - B. Disbursements
    - 1. General Operations Disbursement Claim No. 17-11 \$227,001.25
    - 2. Liquor Fund Disbursement Claim No. 17-12 \$249,350.13
  - C. Public Right of Way Permit Applications Centerpoint Energy
  - D. Sign Permit
  - E. Contractor's Licenses
  - F. Correspondence
- POLICE REPORT
- 8. PARKS AND RECREATION REPORT
- 9. PRESENTATION
  - A. State Representative Connie Bernardy
  - B. MS4 Annual Report
- 10. ORDINANCES AND/OR RESOLUTIONS
  - A. Ordinance 437 Amending Chapter 51 Relating to Garbage; Solid Waste
  - B. Resolution 17-17 Approving Summary Publication of Ordinance 437
  - C. Resolution 17-18 Approving a Variance to Allow a Driveway Expansion at 8071 Van Buren Street NE
- 11. NEW BUSINESS
  - A. Approval of 2018 North Metro Telecommunications Commission Budget
  - B. US Solar Community Solar Garden Approval
  - C. Laddie Lake Pub Lease Amendment Request
- 12. ENGINEER'S REPORT
- 13. ATTORNEY'S REPORT
- 14. REPORTS
  - A. Administrator Report
- 15. OTHER
- 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 June 19, 2017 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

#### 1. Call to Order

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

#### 2. Roll Call

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

Members Absent: None

Staff Present: Building Official Brainard; Police Chief Ebeltoft; Public Works Director Randall;

Engineer Gravel; Parks and Recreation Director Rygwall; Attorney Thames;

Administrator Buchholtz and Executive Assistant Gooden

Visitors: Olivia Alveshere, ABC Newspapers

Owen Metz, Dominium Group Tom Loonan, Eckberg Lammers

#### 3. Pledge of Allegiance

#### 4. Additions or Corrections to Agenda

Administrator Buchholtz asked that Resolution 17-16, A Resolution Permanently Transferring Monies from the General Fund to the Storm Sewer Rehab Fund, Comprehensive Plan Update Fund and Revolving Construction Fund be added to the agenda as Item 9C.

#### 5. Discussion From The Floor - None

#### 6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes June 5, 2017
- B. Disbursements
  - 1. General Fund Disbursement Claim No. 17-09 -- \$187,373.90
  - 2. Liquor Fund Disbursement Claim No. 17-10 -- \$246,885.89
- C. Personnel Changes at Central Park Liquor
- D. Application for Exempt Permit Mounds View Community Theater
- E. New Patrol Squad Video Systems
- F. Contractor's Licenses
- G. Correspondence

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

#### 7. Police Report

Police Chief Ebeltoft reviewed the May 2017 department statistics.

Chief Ebeltoft reported that the Police Department responded to five hundred thirty nine calls for service for the month of May 2017 compared to four hundred fifty nine calls for service in May 2016.

Chief Ebeltoft reported that in July of 2016, the Bureau of Criminal Apprehension began a biennial audit of the Spring Lake Park Police Department for adherence to the Criminal Justice Information System (CJIS) policy and procedures requirements. He stated that all agencies in the State of Minnesota are required to comply with these policies and procedures to be able to access information through CJIS and the Federal Government. He stated that as of May 2017, the biennial audit was completed for the Spring Lake Park Police Department. He reported that it was determined that the Spring Lake Park Police Department complies with the policies and procedures of the Criminal Justice Information System and Federal Government. He thanked Police Technician Luann Larson for her hard work with the audit.

Chief Ebeltoft reported, in addition to addressing the day-to-day operations of the Department, he attended numerous meetings throughout the month representing Spring Lake Park Police Department and the City of Spring Lake Park.

#### 8. Parks and Recreation Report

Parks and Recreation Director Rygwall reported that the Parks and Recreation Commission toured Westwood Park and explored the possibility of a community garden within the park in the future. She reported that the Commission discussed Tower Days and the events.

Ms. Rygwall reviewed the department statistics and reported that staff has been preparing for Tower Days events. She stated that 16 flats of flowers and plants were donated for planting at the various parks. She reported that a Girl Scout troop and a youth group have expressed in assisting with maintaining the flowers during the summer.

Ms. Rygwall thanked the Police Department and Public Works Department for their assistance with the Tower Days celebrations as well as the Councilmembers and Mayor Hansen. She reported that the celebration went well.

Mayor Hansen and Councilmember Wendling commented on the fireworks this year at Tower Days and thanked all the volunteers who helped with the celebration.

#### 9. Ordinances and/or Resolutions

A. Resolution 17-14 Approving a Contract for Private Development (Legends of Spring Lake Park) and Awarding the Sale Of, And Providing the Form, Terms, Covenants and Instructions For, the Issuance of the City's \$3,270,000 Taxable Tax Increment Financing Revenue Note

Administrator Buchholtz reported that on September 6, 2016, Spring Lake Park Housing Associates I, LLLP made an application to the City requesting the creation of a housing tax increment financing (TIF) district in order for the City to provide financial assistance to the Legends of Spring Lake Park age-restricted affordable housing project.

Administrator Buchholtz reported that on November 21, 2016, the City Council held a public hearing on the developer's request. He stated that after hearing comments from staff, the developer and the public, the City Council created Municipal Development District No. 6. He stated that through that approval, the City created a mechanism by which to provide support to the development, but did not obligate itself to provide assistance at that time. He stated that to provide assistance, the City and the developer must enter into a development agreement that sets forth the level of and conditions upon the financial assistance.

Administrator Buchholtz provided the proposed Tax Increment Financing (TIF) Development Agreement between the City of Spring Lake Park and Spring Lake Park Leased Housing Associates I, LLLP to facilitate the Legends of Spring Lake Park Housing project. He stated that as proposed, assistance will be provided to the developer as a pay-as-you-go basis to offset TIF-eligible costs associated with the Legends of Spring Lake Park project. He stated the City will not be providing any up-front funds to the project through the issuance of tax increment revenue bonds. He stated that instead, the City will issue the developer a tax increment revenue note. He stated that the City will only repay the note to the developer through revenue generated by the TIF District 6-1. He stated that if the tax increment generated from the District is less than estimated in the TIF Plan, the City will not be responsible to fulfill the outstanding balance.

Administrator Buchholtz reported the general terms of the note include:

Principal: \$3,270,000 Interest Rate: 5.00% annual

Term: Up to 20 years, beginning with increment generated in taxes payable in year 2020

Repayment: Maximum of 95% of TIF collected.

Administrator Buchholz stated that the City will retain 5% of the TIF collected to cover administrative expenses, such as annual TIF reports to the Office of the State Auditor, audit expenses, staff expenses associated with administration of the district, and other expenses. He stated that the TIF plan estimates that 5% of collected increment will generate approximately \$273,000 over the life of the district. He explained that City staff will invoice the TIF Fund for actual expenditures.

Administrator Buchholtz explained that the agreement anticipates that the Termination Date of the District will be February 1, 2040, upon which date the final principal and interest payment on the TIF Note will be made. The property will then go on the general tax roll, benefiting the local governments which serve it.

Councilmember Goodboe-Bisschoff inquired if the property taxes would be paid by the developer and if the taxes would be assessed each year and at what cost. Administrator Buchholtz reported that with the establishment of a TIF, the base value is frozen and the local governments will continue to receive taxes based on that base value. He said that the taxes on the new value will be captured and used to pay the principal and interest on the TIF note.

Councilmember Goodboe-Bisschoff inquired if there will be any funds going to the Park and Recreation fund from the TIF bond. Administrator Buchholtz explained that those funds would be coming from the site plan development agreement.

Councilmember Goodboe-Bisschoff inquired as to whom would be liable should the proposed project not take place or is not completed. Administrator Buchholtz stated that there is default language within the TIF agreement that states that there is no obligation on the City and the developer is taking all responsibility to complete the project or find a suitable developer to complete it. He stated that the site will not sit undeveloped or unfinished.

Tom Loonen, Eckberg Lammers, noted the default language in the TIF agreement stating that the developer is restricted for asking for more funding if they find that the original amount is not enough. He added that should the developer default on the loan, it is up to the developer to find a funding source to complete the project.

Councilmember Goodboe-Bisschoff inquired where a surplus of funds would be distributed, should there be any remaining, after the project is completed. Administrator Buchholtz explained that the developer would receive only the principal and interest called for in the TIF note. He said any surplus funds would be returned to the County for redistribution to the taxing districts for lawful public purposes.

Councilmember Nelson inquired to Attorney Thames for clarification purposes only if he was in agreement with the TIF agreement. Attorney Thames reported that he had reviewed the agreement and felt everything appears to be in order.

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE RESOLUTION 17-14 APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT (LEGENDS OF SPRING LAKE PARK) AND AWARDING THE SALE OF, AND PROVIDING THE FORM, TERMS, COVENANTS AND INSTRUCTIONS FOR, THE ISSUANCE OF THE CITY'S \$3,270,000 TAXABLE TAX INCREMENT FINANCING REVENUE NOTE. ROLL CALL VOTE: COUNCILMEMBERS NELSON, WENDLING, DELFS AND MAYOR HANSEN-AYE; COUNCILMEMBER GOODBOE-BISSCHOFF- NAY. MOTION CARRIED.

# B. Resolution 17-15 Approving Forms of Financing Documents Related to the Issuance of the City's Multifamily Housing Revenue Bonds, Series 2017 (Legends of Spring Lake Park)

Administrator Buchholtz reported that the City has been working on the Legends of Spring Lake Park multifamily residential rental housing development for several months. He stated that the Borrower, Spring Lake Park Leased Housing Associates I, LLLP, has been working with its financing team to put together the necessary short- and long- term financing needed to complete the Legends of Spring Lake Park Project. He stated that the City Council held a public hearing on January 17, 2017, and approved the issuance of the City's Multifamily Housing Revenue bonds, Series 2017 (Legends of Spring Lake Park) (the "Bonds).

Administrator Buchholtz stated that initially the maximum principal amount of the Bonds was \$45 million, but the City ultimately received approval from the State of Minnesota/Minnesota Management and Budget for a final tax-exempt amount of \$22,242,684. He stated the Borrower may also request the City to issue taxable revenue bonds on its behalf to fully fund the project. He noted that the Borrower had to file a civil lawsuit against the State of Minnesota to obtain this allocation amount, which action was successful. He stated that under relevant state statutes, the Bonds must be issued within 120 days from the date of the initial allocation of tax-exempt financing. He reported the date calculated to be July 12, 2017, and a closing date on the issuance of the bonds is tentatively scheduled for July 10, 2017.

Administrator Buchholtz reported that the Borrower has lined up financing and a consulting team to assist it to fully fund the project, both on a short-term basis for construction finding, and on a long-term basis. He reported that the office of Eckberg Lammers has begun to draft financing documents to memorialize these funding obligations. He stated that the City is the "conduit issuer" of the Bonds, the City needs to be a signatory on these financing documents. He stated that the draft financing documents have been submitted for approval by the City Council on June 19, 2017. He noted that these are draft documents, and are under review by many parties to this transaction. He stated that the documents will change to some degree up to and even including the closing date of July 10, 2017. He stated the purpose of receiving City Council approval of these documents now is so that each revision and addendum does not have to come back before the City Council. He said this

is standard procedure for complex conduit financing transactions such as the Bonds.

Administrator Buchholtz expressed to the Council that the City has absolutely no obligation to repay any of the Bonds. He stated that the Borrower has the repayment obligation, and it will have corporate guarantors to assist it with that obligation should revenues from the project initially fall short. He stated that the Borrower will be mortgaging the projects underlying property, as further security for repayment of the Bonds. He noted that if the Borrower and its guarantors ever fall short of paying debt service on the Bonds, these parties may not request the City to add in additional revenues from any other source. He noted that the Bonds are not general obligations of the City, and the full faith and credit of the City is not pledged for their repayment.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 17-15 APPROVING FORMS OF FINANCING DOCUMENTS RELATED TO THE ISSUANCE OF THE CITY'S MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2017 (LEGENDS OF SPRING LAKE PARK PROJECT). ROLL CALL VOTE: COUNCILMEMBERS NELSON, WENDLING, DELFS AND MAYOR HANSEN – AYE; COUNCILMEMBER GOODBOE-BISSCHOFF –NAY. MOTION CARRIED.

# C. Resolution 17-16 Permanently Transferring Monies From the General Fund to the Storm Sewer Rehab Fund, Comprehensive Plan Update Fund and Revolving Construction Fund

Administrator Buchholtz reported that the annual audit of the City's 2016 financial records was conducted in 2017 and the preliminary audited financial statements for the year ended December 31, 2016 indicate that the City experienced a surplus in the General Fund. He stated that these funds would typically remain in the General Fund as cash carried forward, increasing the City operating reserves unless otherwise designated by the City Council.

Administrator Buchholtz stated that interfund transfers are needed to cover a number of needs, including the update of the City's Storm Water Management Plan, the 2040 comprehensive plan update and preliminary design for the expansion/renovation of City Hall. He noted that many of the updates to the comprehensive plan will be completed by city staff therefore providing a savings to the city.

Administrator Buchholtz stated that the remaining fund balance in the General Fund will comply with the City's fund balance policy of maintaining between 35-50% of the budgeted expenditures in reserves. He asked for authorization to make transfers to the Storm Water Rehab fund (\$75,000); Comprehensive Plan Update (\$25,000); and the Revolving Construction Fund (\$25,000).

Councilmember Goodboe-Bisschoff inquired if funds deposited in the Revolving Construction Fund can be used for City Hall improvements. Administrator Buchholtz stated that is correct.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 17-16 PERMANENTLY TRANSFERRING MONIES FROM THE GENERAL FUND TO THE STORM SEWER REHAB FUND, COMPREHENSIVE PLAN UPDATE FUND AND REVOLVING CONSTRUCTION FUND. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 10. New Business

#### A. Site Development Agreement – Spring Lake Park Leasing Housing Associates I, LLLP

Administrator Buchholtz reported that City Attorney Thames has concluded negotiating the Sire Development Agreement between the City of Spring Lake Park and SLP Leased Housing Associates I, LLLP for the project

at 1066 County Highway 10 NE, 1063 Manor Drive and 1075 Manor Drive.

Administrator Buchholtz explained that the Site Development Agreement spells out the developer's responsibilities for the construction of the project. A summary of these responsibilities include:

- Compliance with the terms and conditions of City of Spring Lake Park Ordinance No. 430, as amended by Ordinance Nos. 434 and 436. These ordinances establish the PUD district under which the project is zoned.
- Requirement of the development fees to be paid on the following amounts:

 WAC fee (City)
 \$185,220

 SAC fee (City)
 \$14,700

 SAC fee (MCES)
 \$487,060

 Park Dedication Fee (City)
 \$393,238

- Requirement to post a Letter of Credit in the amount of \$279,945 and a financial guaranty from Dominium Holdings I, LLC in the amounts of \$279,945, for a total of \$559,890.
- Outlines the erosion control measures that must be undertaken prior to the start of site grading and how compliance with these requirements will be obtained.
- Specifies that the developer assumes full financial responsibility for any damages, which may occur to public property as a result of activity by the developer, its contractors or subcontractors or assigns relating to the development of the project.
- Requirement to clean dirt and debris from the streets that has resulted from construction work under the site improvement plan and outlines process should the developer fail to do so.
- Requirement that developer provide and maintain various insurance coverages during the construction of the improvements.
- Obligates the developer to make addition cash escrow payments in the amount of \$29,300 and requires the developer to make additional cash escrow payments if the escrow is insufficient. Any remaining escrow money will be returned to the developer once the project is complete.
- Responsibility of developer to obtain all applicable permits and sign required maintenance agreements for improvements.
- Acknowledges a traffic study was submitted and that there are no traffic mitigation measures required.
- Requires developer to maintain a sanitary sewer, water, drainage facilities and sidewalk facilities. The sidewalk is open to the public.

Administrator Buchholtz stated that upon approval of the Site Development Agreement by the City Council and execution of the agreement by the City and Spring Lake Park Leased Housing Associates I, LLLP, the document will be recorded with Anoka County.

Owen Metz, Dominium Development and Acquisitions, thanked the Council and the staff of Spring Lake Park for their hard work on the project. He stated that it is a privilege to work in the community and is excited to bring the project to life for Spring Lake Park.

Administrator Buchholtz stated that the project has faced adversity and many developers would have walked away from the problems that have occurred but he gave credit to Dominium for making the project happen.

Councilmember Wendling inquired as to when the last day of operation will be for Goony Golf. Mr. Metz stated that is yet to be determined but more than likely will be early July.

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE SITE DEVELOPMENT AGREEMENT SPRING LAKE PARK LEASING HOUSING ASSOCIATES I, LLLP. ROLL CALL VOTE COUNCILMEMBERS NELSON, WENDLING, DELFS AND MAYOR HANSEN – ALL AYES; COUNCILMEMBER GOODBOE-BISSCHOFF –NAY. MOTION CARRIED.

#### B. Utility and Sidewalk Access and Maintenance Agreement

Administrator Buchholtz presented to the Council the Utility and Sidewalk Access and Maintenance Agreement between the City of Spring Lake Park and Spring Lake Park Leased Housing Associates I, LLLP. He reported that the agreement provides the developer with access to the City's right-of-way for construction of a sidewalk on the property. He stated that the sidewalk is available for use by the public and the developer agrees to maintain and repair the sidewalk, as well as plow and maintain it.

Administrator Buchholtz stated that the agreement also states that the sanitary sewer, water, and storm sewer infrastructure within the site, up to and including the connection to the City main, are considered private facilities. He stated that the developer is responsible for all maintenance. He stated that the agreement spells out the process to ensure a maintenance issue is corrected if the developer fails to cure a maintenance violation.

Administrator Buchholtz reported that the agreement also requires the developer and its successors to indemnify, hold the City harmless and defend the City from any loss, claims, damages, actions, lawsuits, cost of expenses related to the developer's failure to fulfill its maintenance obligations under the agreement.

Councilmember Nelson inquired if the connections for sewer and water are connected up to the main line as this keeps the liability off the City should there be a major issue in the future. Administrator Buchholtz confirmed that it will be connected up to the main.

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE UTILITY AND SIDEWALK ACCESS AND MAINTENANCE AGREEMENT. ROLL CALL VOTE: COUNCILMEMBER NELSON, WENDLING, DELFS AND MAYOR HANSEN – AYE; COUNCILMEMBER GOODBOE-BISSCHOFF-NAY. MOTION CARRIED.

#### 11. Engineer's Report

Engineer Gravel reported that he has been reviewing the site plans for the Legends of Spring Lake Park and feels they are looking good. He noted that a fire hydrant has been added and there is some work that needs to be done with the lighting placements.

Mr. Gravel stated that a preconstruction meeting for the sewer-lining project will take place in July and the MS4 Permit presentation will take place at the July 17 meeting.

#### 12. Attorney's Report

Attorney Thames commented that he was glad to see that the development agreements are moving forward.

#### 13. Reports

Councilmember Nelson reminded residents of the pork chop dinner at Kraus Hartig VFW on Monday, June 26, 2017.

#### 14. Administrator Reports

#### A. Solar Garden Subscriptions

Administrator Buchholtz reported that he met with Peter Schmitt, US/Solar, about the possibility of the City subscribing to a new solar garden construction project. He stated that staff is inquiring from the Council on direction on how to proceed.

Administrator Buchholtz stated that based on an initial review of the City's utility bills, the subscription has the possibility of saving the City over \$1 million in electricity costs over the next 25 years. He provided a summary of the projected savings.

Administrator Buchholtz stated that he knows that there is significant frustration with this concept after negotiations with SunShare fell through. He stated that the possibility of the significant savings outlined in the US/Solar's analysis makes it worth reviewing. He stated that in addition, a number of cities, school districts and governmental entities have signed subscription agreements with US/Solar. He reported that staff recommends exploring the possibility of a solar garden subscription and inviting Mr. Schmitt to the July 17 City Council meeting for a formal presentation.

Administrator Buchholtz noted that the City of Rogers has contracted with US/Solar and Carson, Clelland and Schreder reviewed the contract for their city. He stated that Spring Lake Park's contract would be very similar and would not be as time consuming as the time spent on the previous SunShare contract.

Mayor Hansen stated that she has some hesitation about the subscription but is willing to hear a presentation from US/Solar.

Councilmember Goodboe-Bisschoff inquired if the information provided at the presentation would then be discussed at a future work session. Administrator Buchholtz stated that he would have the agreement ready at the council meeting if there is a consensus for approval otherwise it could be discussed at workshop if there is more information that needs to be researched.

The consensus of the Council is to invite Mr. Schmitt for a presentation.

#### 15. Other

Councilmember Goodboe-Bisschoff reported that she spoke with the surrounding neighbors of the resident who has been feeding geese. She stated that the neighbors do not have any issues with the feeding of the geese. Building Official Brainard reported that he received further evidence of the feeding taking place on three separate incidents and that administrative citations for public nuisances have been issued. He stated that he personally delivered the administrative citations and spoke with the homeowner.

Councilmember Goodboe-Bisschoff thanked resident Vince Smith for his assistance driving the grand marshal in the Tower Days parade. She congratulated Administrator Buchholtz on receiving the James F. Miller Leadership Award at the League of Minnesota Cities Conference.

#### 16. Adjourn

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

The meeting was adjourned at 8:00 PM.	
	Cindy Hansen, Mayor
Attest:	

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JUNE 19, 2017

OFFICIAL PROCEEDINGS

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

## CLAIMS LIST APPROVED AND PAID

GENERAL OPERATIONS Claim Res.#17-11

Date: June 2017

VOUCHER VENDOR	DESCRIPTION	AMOUNT
62823 ALLIED 100 LLC	SUPPLIES	867.00
62824 AMERICAN MESSAGING	MONTHLY SERVICES	3.60
62825 AMERICAN WATER WORKS ASSOC.		196.00
62826 ASPEN MILLS	UNIFORM ALLOWANCE	166.80
62827 AT & T MOBILITY	MONTHLY SERVICES	980.84
62828 BATTERIES PLUS BULBS	BATTERIES	31.92
62829 CITY OF BLAINE	FIRE BONDY LEVY REF BONDS OF 2013A	23,353.35
62830 BRENDEN GEISELHART	UMPIRE FEES	54.00
62831 CENTERPOINT ENERGY	UTILITIES	484.26
62832 CHAMPION YOUTH	INSTRUCTOR FEES	1,468.12
62833 CONNEXUS ENERGY	UTILITIES	9.85
62834 COON RAPIDS CHRYSLER	AUTO SERVICES	98.03
62835 COTTENS INC	AUTO SERVICES AND PARTS	100.08
62836 DANIEL BALCK	UMPIRE FEES	136.50
62837 DEBRA WILLMAN	OVERPAYMENT FINAL WTR BILL	100.00
62838 DERRICK SMITH	UMPIRE FEES	126.00
62839 DIAMOND VOGEL PAINTS	SUPPLIES	652.84
62840 EMBEDDED SYSTEMS, INC	MAINENCE FEES	527.16
62841 EXPRESS IMAGE	TOWER DAYS SIGNS & BANNERS	263.10
62842 FERGUSON WATERWORKS #2516	PARTS & STANDARD BLADE	248.15
62843 G & K SERVICES	MATS	81.88
62844 GAMETIME	PARTS/SUPPLIES	44.88
62845 GOPHER STATE ONE-CALL INC	MAY LOCATES	137.70
62846 IDC AUTOMATIC	PARTS/SERVICE LABOR	1,395.06
62847 INSTRUMENTAL RESEARCH INC	TOTAL COLIFORM BATERIA	72.00
62848 MICHAEL LEDMAN	INSTRUCTOR FEES	384.00
62849 LITIN PAPER, PKG & CONVERTING	SUPPLIES	251.33
62850 MANSFIELD OIL COMPANY	FUEL	1,759.16
62851 MCFOA	MEMBERSHIP DUES	40.00
62852 CITY OF MOUNDSVIEW	LAKESIDE PARK 50% BUDGET	11,500.00
62854 OFFICE OF MN.IT SERVICES	FIBER OPTICS: POLICE DEPT.	50.00
62855 ORGANIX SOLUTIONS	SUPPLIES	347.75
62856 CITY OF SPRING LAKE PARK - PETTY	C. REIMBURSE PETTY CASH	199.33
62857 LEE SADOWSKI	UMPIRE FEES	115.00
62858 SCHAAF FLORAL	FLORAL ARRAGEMENT	117.49
62859 SCHMIDT CURB COMPANY, INC	81ST AVE/PLEASANTVIEW CONCRETE	990.00
62860 SHATERIA CECIL	REFUND	45.00
62861 SMITH SCHAFER & ASSOCIATES	INTERIM AUDIT BILLING	3,125.00
62862 STANTEC	ENGINEERING FEES	4,883.28
62863 SUMMIT COMPANIES	ANNUAL SPRINKLER INSPECTION	1,230.00
62864 WIPERS AND WIPES INC	SUPPLIES	481.92

## CLAIMS LIST APPROVED AND PAID

GENERAL OPERATIONS Claim Res.#17-11

Date: June 2017

VOUCHER	VENDOR	DESCRIPTION	AMOUNT
62865	XCEL ENERGY	UTILITIES	49.98
62866	AFLAC	PAYROLL	40.70
62867	CENTRAL PENSION FUND	PAYROLL	260.04
62868	DEARBORN NATIONAL	PAYROLL	484.10
62869	DELTA DENTAL	PAYROLL	1,528.15
62870	FIDELITY SECURITY LIFE	PAYROLL	31.35
62871	HEALTH PARTNERS	PAYROLL	10,963.27
62872	L.E.L.S.	PAYROLL	245.00
62873	LOCAL 49	PAYROLL	102.00
62874	NCPERS MINNESOTA-7750811	PAYROLL	56.00
62875	ALAN WILSON	REFUND	24.00
62876	BRAD BAKER	UNIFORM ALLOWANCE	45.96
62877	CARSON, CLELLAND & SCHREDER	LEGAL FEES	10,284.70
62878	CENTERPOINT ENERGY	UTILITIES	356.59
62879	CHRISTINE SEDAM	REFUND	12.00
62880	CITY OF ROSEVILLE	IT SUPPORT SERVICE	3,216.00
62881	COMCAST	8251 ARTHUR ST INTERNET SVC	105.92
62882	COMMUNITY EDUCATION	2017 SWEET HEART DANCE FEE	160.00
62883	COMM-WORKS, LLC	PARK CAMERAS/CIRCUIT MONITORING	125.00
62884	CONTINENTAL RESEARCH CORP	DOUBLE TIME (#50)	774.69
62885	COON RAPIDS CHRYSLER	AUTO SERVICES	19.95
62886	COORDINATED BUSINESS SYSTEMS L	1MAINTENCE AGREEMENT	3,410.81
62887	DOUGLAS EBELTOFT	REIMBURSEMENT	350.00
62888	Eckberg Lammers Briggs Wolff & Vie	r LEGAL FEES	2,150.00
62889	ECM PUBLISHERS, INC.	PUBLISHING	86.00
62890	GUNTIS DOMBROVSKIS	INSTRUCTOR FEES	50.00
62891	JAMIE GANGAWARE	REFUND	12.00
62892	K & S ENTERPRISES	TOWER DAYS STAGE FROM BROADWAY	1,162.47
62893	KOLSTAD COMPANY	PARTS/LABOR	290.00
62894	LEE'S HEATING & AIR	LABOR	350.00
62895	MANSFIELD OIL COMPANY	FUEL	739.05
62896	MELANIE EPP	REFUND	92.00
62897	METROPOLITAN COUNCIL	WASTE WATER SERVICES	41,594.02
62898	DEANNA MILLER	INSTRUCTOR FEES	120.00
62899	KAY OKEY	REIMBURSEMENT	33.97
62900	OLIVER THOMPSON	REFUND	12.00
	PERFECT 10 CAR WASH	AUTO SERVICES	20.97
	SCOTT LIPA	REFUND	12.00
	SHATERIA CECIL	REFUND	55.00
	STANTEC	ENGINEERING FEES	1,167.79
62906	SUZY BOYUM	REFUND	92.00

#### CLAIMS LIST APPROVED AND PAID

GENERAL OPERATIONS Claim Res.#17-11

Date: June 2017

VOUCHER VENDOR	DESCRIPTION	AMOUNT
62907 TWIN CITIES BMEU WEST	POSTAGE	825.00
62908 VOIGT'S BUS COMPANIES		1,535.00
62909 WASTE MANAGEMENT OF WI-MN	WASTE SERVICES	7,023.38
62910 ZULEY AWARDS	TOWER DAY PLAQUES	239.55
62911 AMERICAN PUBLIC WORKS ASSOC'N	RENEWAL	237.50
62912 PEGGY ANDERSON	REIMBURSEMENT	43.87
62913 ANOKA COUNTY 4-H	WASTE EDUCATOR REIMBURSEMENT	324.00
62914 ANOKA COUNTY ELECTIONS AND VO	JJOINT POWERS AGREEMENT	1,486.07
62915 ARP'S TREE SERVICE	PARTS	3,550.00
62916 BAUER BUILT TIRE CENTER	TREE REMOVAL	121.09
62917 LEAGUE OF MN CITIES INSURANCE T	F WORKERS COMP FINAL AUDIT	2,054.00
62918 BRENDEN GEISELHART	UMPIRE FEES	72.00
62919 CAROL OBERLANDER	REFUND	50.00
62920 CHAMPION YOUTH	KARATE	1,324.50
62921 CHATTANOOGA RIVERBOAT CO.	DEPOSIT	300.00
62922 DANIEL BALCK	UMPIRE FEES	156.00
62923 DAVE'S SPORT SHOP	SOFTBALL SUPPLIES	779.98
62924 DERRICK SMITH	UMPIRE FEES	90.00
62925 ECM PUBLISHERS, INC.	PUBLISHING	344.13
62926 G & K SERVICES	MATS	81.88
62927 GIRL SCOUT TROOP 14081	WASTE EDUCATOR REIMBURSEMENT	315.00
62928 GIRL SCOUT TROOP 16027	WASTE EDUCATOR REIMBURSEMENT	387.00
62929 GMS INDUSTRIAL SUPPLIES INC	PARTS/SUPPLIES	239.84
62930 GRAINGER INC	WALL MOUNT FAN	68.04
62931 GREEN LIGHTS RECYCLING INC	RECYCLING EVENT	2,025.20
62932 GREEN MILL RESTAURANT	DEPOSIT	100.00
62933 JUDY MAAS	REFUND	660.00
62934 LEAGUE OF MN CITIES	2017 ANNUAL CONF/AWARDS LUNCH	90.00
62935 LES AND MARGO KUIVANEN	REFUND	200.00
62936 MARCIA LAWRENCE	REFUND	2.00
62937 TERRY RANDALL	REIMBURSEMENT	124.96
62938 LEE SADOWSKI	UMPIRE FEES	251.00
62939 U.S.T.I.	UB E-BILLINGS	8.40
62940 WALTERS RECYCLING REFUSE SERV	WASTE SERVICES	533.25
62941 XCEL ENERGY	UTILITIES	10,470.27
62942 AFLAC	PAYROLL	40.70
62943 CENTRAL PENSION FUND	PAYROLL	260.04
62944 DEARBORN NATIONAL	PAYROLL	455.90
62945 DELTA DENTAL	PAYROLL	1,528.15
62946 FIDELITY SECURITY LIFE	PAYROLL	31.35
62947 HEALTH PARTNERS	PAYROLL	10,963.27

CLAIMS LIST APPROVED AND PAID

GENERAL OPERATIONS Claim Res.#17-11

Date: June 2017

VOUCHER VENDOR	DESCRIPTION	AMOUNT
62948 L.E.L.S.	PAYROLL	245.00
62949 LOCAL 49	PAYROLL	103.50
62950 NCPERS MINNESOTA-7750811	PAYROLL	56.00
62951 AID ELECTRIC SERVICE, INC	HOCKEY RINK LIGHTS REPLACEMENT	21,290.96
62952 AMERICAN MESSAGING	MONTHLY SERVICES	3.60
62953 ANOKA COUNTY	DOC- RECORDING UTILITY EASEMENT	46.00
62954 ANOKA COUNTY TREASURY	2016 CREDIT REPORT LIQ. LICENSE	51.03
62955 AT & T MOBILITY	MONTHLY SERVICES	982.61
62956 AWWA MINNESOTA SECTION	2017 AWWA MN ANNUAL CONF.	245.00
62957 COMPUTER INTERGRATION TECHNO	I MANAGED SERVICES	2,000.00
62958 CONNEXUS ENERGY	MONTHLY SERVICES	321.56
62959 ECM PUBLISHERS, INC.	PUBLISHING	48.38
62960 FERGUSON WATERWORKS #2516	PARTS	43.20
62961 G & K SERVICES	MATS	81.88
62962 GREEN LIGHTS RECYCLING INC	RECYCLING EVENT	2,651.89
62963 HAMPTON INN SUITES	DEPOSIT	4,164.16
62964 INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	107.52
62965 MANSFIELD OIL COMPANY	FUEL	1,799.90
62966 MENARDS-CAPITAL ONE COMMERIC	CREDIT CARD	228.46
62967 MTI DISTRIBUTING INC	PARTS	395.89
62968 OLD RITTENHOUSE INN	DEPOSIT	200.00
62969 ON SITE SANITATION INC	RESTROOMS	256.00
62970 PARK SUPPLY OF AMERICA INC	PARTS KIT	19.66
62971 RICHFIELD BUS CO	TRANSPORTATION	455.00
62972 SHRED-IT USA	SHREDDING SERVICES	80.44
62973 SLP FIRE DEPARTMENT	FIRE PROTECTION MAY AND JUNE	34,576.00
62974 SPRING LAKE PARK SCHOOL DISTRIC	T REFUND CROSSWALK	540.12
62975 TASC	COBRA ADMIN FEE	30.08
62976 THE HOME DEPOT CREDIT SERVICES	CREDIT CARD	247.73
62977 KENNETH A. TOLZMANN, SAMA	2ND QTR BILLING	8,724.00
62978 TURFCO MFG, INC	RIDING APPLICATOR W/ELECTRIC START	9,290.00
62979 WALTERS RECYCLING REFUSE SERV	WASTE SERVICES	519.50

TOTAL DISBURSEMENTS	277.001.25
TOTAL DISBURSEIVIEIVIS	2//.001.2.)

Date: June 2017

Page: 5

Claim Res.#17-11

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:
<del></del>
ATTEST:
Daniel Buchholtz, Admin/Clerk-Treasurer

# CITY OF SPRING LAKE PARK CLAIMS APPROVED AND PAID

DATE: JUNE 2017 PAGE 1 OF 3

CLAIMS RES: 17-12

#### FUND: LIQUOR OPERATIONS

VOUCHER VENDOR	<u>EXPLANATION</u>	Λ <b>λ</b> Λ	OUNT
29950 DEARBORN NATIONAL	PAYROLL 5/28/17-6/10/17	\$	46.25
29951 DELTA DENTAL	PAYROLL 5/28/17-6/10/17	\$	130.86
29952 FIDELITY SECURITY LIFE	PAYROLL 5/28/17-6/10/17	\$	3.29
29953 HEALTH PARTNERS	PAYROLL 5/28/17-6/10/17	\$	562.28
29954 MN TEAMSTERS	PAYROLL 5/21/17-6/3/17	\$	44.00
29955 ARTISAN BEER COMPANY	BEER PURCHASE	\$	476.25
29956 BERNICK'S WINE	BEER PURCHASE	\$	351.65
29957 BOURGET IMPORTS	WINE PURCHASE	\$	316.50
29958 BREAKTHRU BEVERAGE MINNESOTA	BEER - LIQUOR - WINE PURCHASE		19,055.41
29959 CAPITOL BEVERAGE SALES	BEER - JUICE/MIX/POP PURCHASE		13,814.35
29960 CITY OF SPRING LAKE PARK	CELL PHONE SERVICE	\$	95.00
29961 CLEAR RIVER BEVERAGE COMPANY	BEER PURCHASE	\$	144.00
29962 CRYSTAL SPRINGS ICE	ICE PURCHASE	\$	245.38
29963 CULLIGAN	BOTTLED WATER	\$	15.00
29964 DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$	2,796.60
29965 G & K SERVICES	RUG SERVICE	\$	70.36
29966 GREAT LAKES COCA-COLA DISTRIBUTION	JUICE/MIX/POP PURCHASE	\$	736.53
29967 HOHENSTEINS INC	BEER PURCHASE	\$	723.00
29968 JJ TAYLOR COMPANIES	CREDIT - BEER PURCHASE	\$	10,495.10
29969 JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE		28,331.37
29970 PAUSTIS & SON'S	WINE PURCHASE	\$	384.23
29971 PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$	2,424.01
29972 POPP.COM	TELEPHONE SERVICE	\$	196.88
29973 R & B FOODS LLC	JUICE/MIX/POP PURCHASE	\$	90.00
29974 SILENT WATCHDOG	DVR RENTAL	\$	60.00
29975 SOUTHERN GLAZER'S OF MN	LIQUOR - WINE PURCHASE	\$	14,724.35
29976 TRIO SUPPLY COMPANY	OPERATING SUPPLIES	\$	132.00
29977 VALPAK OF MINNESOTA/ST. APUL	ADVERTISING	\$	639.00
29978 WINE MERCHANTS	CREDIT - WINE PURCHASE	\$	272.00
29979 XCEL ENERGY	ELECTRICITY	\$	2,025.98
29980 Z WINES USA LLC	WINE PURCHASE	\$	794.00
29981 DEARBORN NATIONAL	PAYROLL 6/11/17-6/24/17	\$	46.25
29982 DELTA DENTAL	PAYROLL 6/11/17-6/24/17	\$	130.86
29983 FIDLEITY SECURITY LIFE	PAYROLL 6/11/17-6/24/17	\$	3.29
29984 HEALTH PARTNERS	PAYROLL 6/11/17-6/24/17	\$	562.28
29985 MN TEAMSTERS	PAYROLL 6/4/17-6/17-17	\$	44.00
29986 AMERICNA BOTTLING SOMPANY	JUICE/MIX/POP PURCHASE	\$	134.30
29987 BELLBOY CORPORATION	LIQUOR PURCHASE	\$	509.05
29988 BERNICK'S WINE	BEER PURCHASE	\$	386.40
29989 BREAKTHRU BEVERAGE MINNESOTA	BEER - LIQUOR PURCHASE	\$	4,070.54
29990 CAPITOL BEVERAGE SALES	CREDIT - BEER - JUICE/MIX/POP PURCHASI	\$	4,856.30
29991 CITY OF SPRING LAKE PARK	CREDIT CARD REIMBURSEMENT	\$	428.24
29992 CITYWIDE WINDOW SERVICES	CONTRACTUAL SERVICES	\$	62.00
29993 CRYSTAL SPRINGS ICE	ICE PURCHASE	\$	149.72
29994 DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$	639.40
29995 HOHENSTEINS INC	BEER PURCHASE	\$	487.50

#### CITY OF SPRING LAKE PARK CLAIMS APPROVED AND PAID

DATE: JUNE 2017 PAGE 2 OF 3

CLAIMS RES: 17-12

FUND: LIQUOR OPERATIONS

<u>VOUCHER</u> <u>VENDOR</u>	<u>EXPLANATION</u>	<u>AM</u>	<u>IOUNT</u>
29996 J.C. NEWMAN CIGAR CO	CIGAR PURCHASE	\$	663.40
29997 JJ TAYLOR COMPANIES	BEER PURCHASE	\$	2,722.57
29998 JOHNSON BROTHERS LIQUOR CO	CREDIT - BEER - LIQUOR - WINE PURCHAS!	\$	12,094.89
29999 PHILLIPS WINE & SPIRITS CO	WINE PURCHASE	\$	576.95
30000 PLAYNETWORK	MEDIA SUBSCRIPTION	\$	32.01
30001 SOUTHERN GLAZER'S OF MN	LIQUOR - WINE PURCHASE	\$	1,580.07
30002 WALTERS RECYCLING REFUSE SERVICE	GARBAGE SERVICE	\$	63.25
30003 WATSON COMPANY	CREDIT - CIGARETTE PURCHASE	\$	2,632.35
30004 BELLBOY CORPORATION	LIQUOR PURCHASE	\$	254.65
30005 CAPITOL BEVERAGE SALES	BEER - JUICE/MIX/POP PURCHASE	\$	7,830.80
30006 CITY OF SPRING LAKE PARK	CREDIT CARD REIMBURSEMENT	\$	351.83
	CELL PHONE SERVICE		
30007 CRYSTAL SPRINGS ICE	ICE PURCHASE	\$	114.92
30008 DAHLHEIMER BEVERAGE LLC	CREDIT - BEER PURCHASE	\$	970.10
30009 HOHENSTEINS	BEER PURCHASE	\$	94.50
30010 JJ TAYLOR COMPANIES	BEER PURCHASE	\$	7,048.95
30011 SAM'S CLUB	CREDIT CARD PAYMENT	\$	65.24
30012 US BANK	ATM REFILL	\$	5,000.00
30013 VARNER TRANSPORTAION	FREIGHT COST	\$	1,531.80
30014 BREAKTHRUN BEVERAGE MINNESOTA	BEER PURCHASE	\$	5,645.84
30015 G & K SERVICES	CLEANING SUPPLIES	\$	70.36
30016 JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE	\$	19,162.10
30017 PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$	3,149.50
30018 SOUTHERN GLAZER'S OF MN	LIQUOR PURCHASE	\$	20,026.19
30019 VALPAK OF MINNEAPOLIS/ST. PAUL	ADVERTISING	\$	590.00
30020 Z WINES USA LLC	WINE PURCHASE	\$	350.00
	E-Checks		8,120.00
TRANSFER TO PAYROLL TRANSFER TO PAYROLL	PAYROLL (6/9/17) PAYROLL (6/23/17) SALES TAX (MAY) OTP TAX		9,510.25 10,179.85 16,212.00

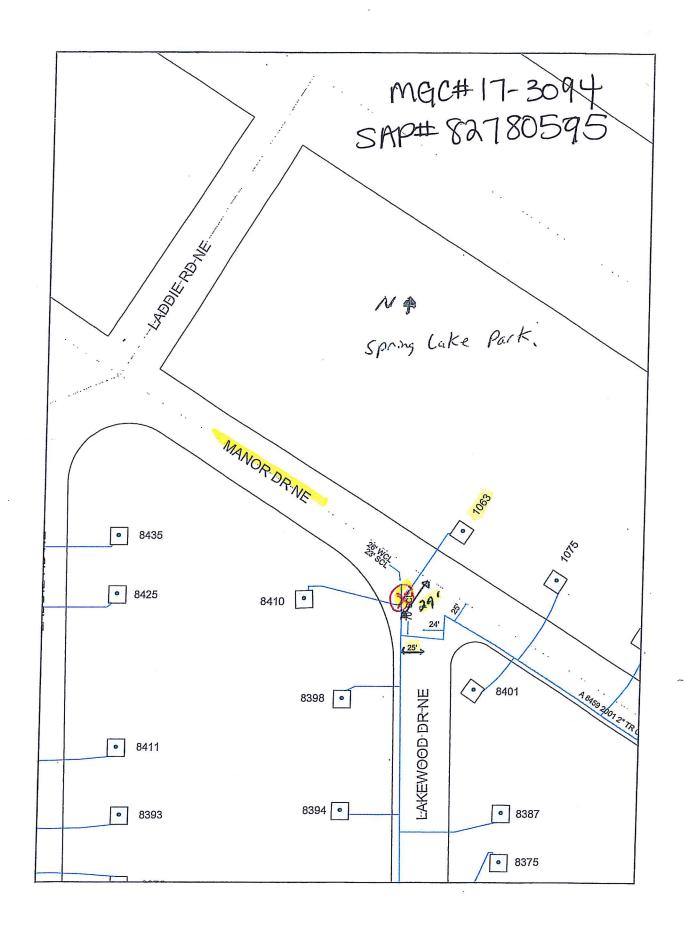
DATE: JUNE 2017 PAGE 3 OF 3 CLAIM RES: 17-12

WHEREAS,				
the City Council of the Ci disbursements; and	ty of Spring Lal	ke Park has cor	nsidered the foregoing itemized list o	)Î
disoursements, and				
WHEREAS,				
the City Council has deter		•	as listed, with the following exception	ns:
are proper.				
NOW, THEREFORE BE IT	RESOLVED:			
		navment of the	e aforementioned disbursements this	
day of			y aronemented discussionie uns	
	Signe	·d·		
	Signe	Mayor		
Councilmembers:				
Councilinemoers.				
ATTEST:				
Daniel Buchholtz, Administra	ator/Clerk-Treas	surer		



# PUBLIC RIGHT-OF-WAY APPLICATION

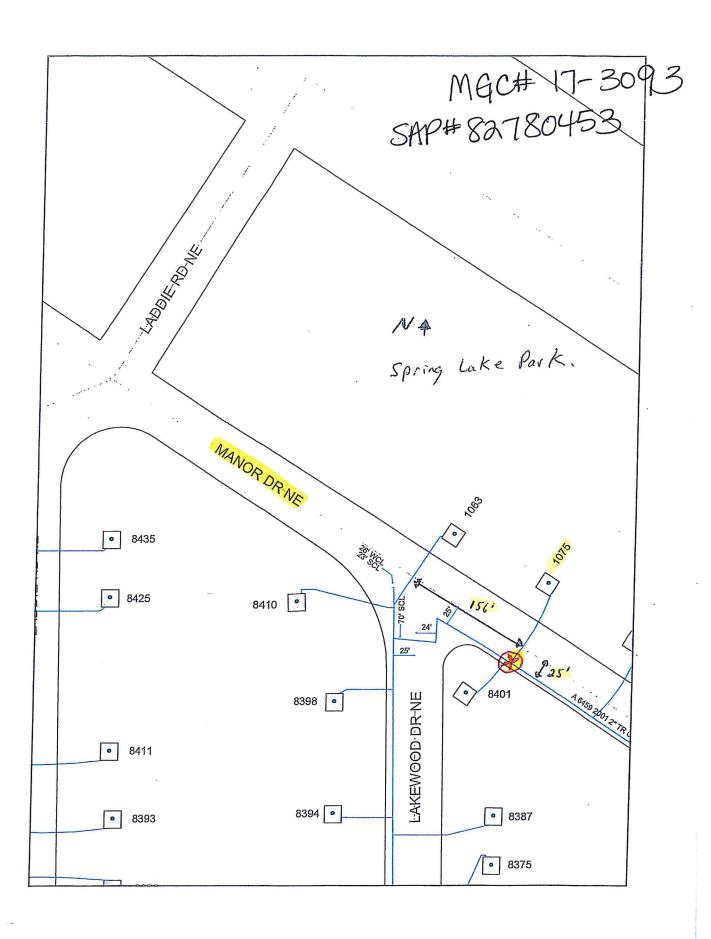
NAME/COMPANY: CenterPoint Energy			
GOPHER 1-CALL REG. NO.:			
ADDRESS: 700 W Linden Ave Minneapolis Mn 55440			
PHONE: 612-321-5532 FAX: 612-321-5480			
E-MAIL ADDRESS: jodell.cox@centerpointenergy.com			
NAME OF REPRESENTATIVE: JODY COX JIM CON 500 720-776			
REPRESENTATIVE PHONE NO'S.: 612-321-5532			
DESCRIPTION OF PROPOSED WORK: including a start date and completion date:  Cut off and discontinue use of gas service to 1063 MANOR DR NE			
·			
START DATE: 7/15/2017 COMPLETION DATE: 10/31/2017			
The City of Spring Lake Park reserves the right to modify the schedule as necessary in the issuance of the permit. Therefore, the dates stated on this application may not necessarily match actual approved dates.			
EXPLANATION OF RESTORATION:			
7/10/2017			
Authorized Representative Signature Date			
FOR OFFICE USE ONLY			
PROOF OF CERTIFICATE OF INSURANCE:  SCALED DRAWING SHOWING LOCATION  COPY OF INSURANCE POLICIES (If Corporation; from Secretary of State)  VERIFICATION DATE:  COPY OF CREDIT OR CONST. BOND  COPY OF CERTIFICATE OF AUTHORITY (From M.P.U.C., State, or Federal Agency)			
PERMIT FEES: ☐ Excavation Hole - \$150.00 ☐ Emergency Hole - \$55.00 ☐ Trench - \$70.00/100'+Hole fee ☐ Obstruction Fee - \$50.00+.05/Ft.			
Receipt No.: Date: Initials:			





# PUBLIC RIGHT-OF-WAY APPLICATION

AME/COMPANY: CenterPoint Energy				
GOPHER 1-CALL REG. NO.:				
ADDRESS: 700 W Linden Ave Minneapolis Mn 55440				
PHONE: 612-321-5532 FAX: 612-321-5480				
E-MAIL ADDRESS: jodell.cox@centerpointenergy.com				
NAME OF REPRESENTATIVE: JODY COX Jim Carlson 612-720-7748				
REPRESENTATIVE PHONE NO'S.: 612-321-5532				
DESCRIPTION OF PROPOSED WORK: including a start date and completion date:  Cut off and discontinue use of gas service to 1075 MANOR DR NE				
START DATE: 7/15/2017 COMPLETION DATE: 10/31/2017  The City of Spring Lake Park reserves the right to modify the schedule as necessary in the issuance of the permit. Therefore, the dates stated on this application may not necessarily match actual approved dates.  EXPLANATION OF RESTORATION:				
7/10/2017				
Authorized Representative Signature Date				
FOR OFFICE USE ONLY  PROOF OF CERTIFICATE OF INSURANCE: VERIFICATION DATE:  SCALED DRAWING SHOWING LOCATION  COPY OF INSURANCE POLICIES  COPY OF INSURANCE POLICIES  COPY OF INSURANCE POLICIES  COPY OF CERTIFICATE OF AUTHORITY				
COPY OF INSURANCE POLICIES  (If Corporation; from Secretary of State)  COPY OF CERTIFICATE OF AUTHORITY  (From M.P.U.C., State, or Federal Agency)				
PERMIT FEES: Excavation Hole - \$150.00 Emergency Hole - \$55.00 Distruction Fee - \$50.00+.05/Ft.				
Receipt No.: Date: Initials:				



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

July 17, 2017

Sign Permit

Pura Vida Orthodontics

1130 County Hwy 10 NE

Lawrence Sign Company

#### CITY OF SPRING LAKE PARK 1301 81<sup>ST</sup> AVENUE N E SPRING LAKE PARK, MN 55432

#### SIGN PERMIT APPLICATION

DATE: 6/19/2017		
NAME OF APPLICANT: Lawrence Sign		
ADDRESS OF APPLICANT: 945 Pierce Butler Route, Saint Paul, MN 55104		
TELEPHONE NUMBER OF APPLICANT: 651-488-6711		
NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign		
to be attached or erected Pura Vida Orthodontics - 1130 County Highway 10, Spring Lake Park, MN 5543		
New Construction: Remodel: Word Change Only:		
Attach a drawing or sketch showing the position of the sign in relation to the nearest building, structure 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 attachment to the building or in the ground, including all dimensions. Show location of all light source 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 wivelocity 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: Lawrence Sign Company		
my Board @ lawernce Sign. Com		
Address! 945 Pierce Butler Route, Saint Paul, MN 55104		
Is an Electrical Permit required? Yes  I, the undersigned applicant, do further make the following agreement with the City of Spring Lake Pa		
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 main-		
tenance 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.		
Mount Dydall signature of applicant for office use only:************************************		
FEE: $$80 \times 2 = $160^{-10}$ RECEIPT NUMBER:		
DATE OF APPROVAL: DATE OF ISSUE:		
REASON FOR DENIAL:		

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:
SQUARE FOOTAGE OF FRONT OF BUILDING: Ereestanding sign 275021 (from 1996 permit)
SQUARE FOOTAGE OF ALL EXISTING SIGNS:—Replace existing cabinet - same size as existing
SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 60 sq. ft. $\chi 2 = 120  \text{G}$

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

IF YOU ARE NOT THE OWNER OF THE PROPERTY, INCLUDE A <u>SIGNED</u> 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:

825 A - 30% 120 A proposed 705 A Remaining

proposed 607-\$60.+\$20=\$80 x 2=\$160.00

# SPRING LAKE PARK, MIN

100×2-120×

1'-8-3/4" 1'-2" 5-1/2" ORTHODONTICS 9'-2-1/2" 2'-9-1/8" 10'-0"



SALES: MF BESIGN: TO BAYE: 06.06.17 BAYE: 12308

PR: XX

8428 EEV7 \$675 8644

PROPOSED DAY CONDITIONS

PROPOSED NIGHT CONDITIONS

Wath dna

PYLON REFURBISH - ELEVATION VIEW
SGALE: 1/2"=1'-0"



MP TO MATCH PINS 7541

TRANSLUCENT DIGITAL PRINTS (UV LAMINATE OVERLAY)



These Sims so the exclusive property of Values Sign red as we have a Sign holding for, che su Australia Sign red as other result of the original work of it, employees. They are submitted to pure consumple the value for the value from the sign of the value from the sign of the value from the value of the value from the value of the value from the value from destination of which the value for the value for the value of values of val



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Lawrence

- A PYLON REFURBISHED

   REMOVE AND REHAB EXISTING PYLON SIGN CABINET

   NEW .125" ALUMINUM FACES
- FACES ROUTED OUT W/ 3/4" THICK ACRYLIC PUSH THRUS
- W/1/2" PROJECTIONS
   ZUD SURFAGE DIFFUSOR W/1ST SURFAGE DIGITAL PRINTS
   CABINET FACES AND RETURNS PAINTED P1
   RETROFIT WITH WHITE LEDS

945 Plerce Butler Route, St. Paul, Mil 55104 651,488,6711 • 800.998.8901

ww.lawtencesign.com

- MOUNT ONTO EXISTING 8" POLE PAINTED BLACK

PURAVIDA OPTHODOMICS

FINISH SCHEDULE

1130 County Hvy 10 Spring Lake Park, MN 55432

PYLON CABINET REFURBISHED

E238 NAME 3170 CUSTOMER APPROVAL

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

July 17, 2017

#### Contractor's Licenses

**General Contractor** 

Eagle Building Co, LLC.

**Tollberg Homes** 

**Mechanical Contractor** 

Air Express, Inc.

Anderson's Residential Heating

Comfortech Heating & Air, LLC.

Marsh Heating & Air Conditioning

Residential Heating & Air

**Total Refrigeration** 

Yours By Design Heating & Cooling

#### **Plumbing Contractor**

**Crown Drain Cleaning** 

North Anoka Plumbing

Erickson Plumbing, Heating and Air

#### Tree Contractor

Acorn Tree Service



#### Police Report

#### June 2017

Submitted for Council Meeting – July 17, 2017

The Spring Lake Park Police Department responded to six hundred and seventeen calls for service for the month of June 2017. This is compared to responding to four hundred and ninety calls for service in June of 2016.

With summer upon us, the Spring Lake Park Police Department would like to extend our congratulations to the graduating Class of 2017 of the Spring Lake Park High School and wish them the very best in their future endeavors.

Our School Resource Officer, Officer Chlebeck provided his last school report for the 2016-2017 school year for June 2017. Officer Chlebeck reports for the few days that school was in session for the month of June, he handled five calls for service, had fourteen student contacts, four escorts and one follow up investigation. With the school year coming to an end, Officer Chlebeck is eagerly looking forward to returning to working our city streets on patrol and then returning to the school next year, as our School Resource Officer for the school year of 2017-2018. For further details, see Officer Chlebeck's attached report.

Investigator Baker reports handling a case load of sixty-seven cases for the month of June 2017. Fifty-one of these cases were felony in nature, seven cases were gross misdemeanor in nature and nine cases were misdemeanor in nature. Investigator Baker also continues to monitor thirteen active forfeiture cases.

Investigator Baker wished to report a couple of cases of interest;

On June 4<sup>th</sup>, at approximately midnight, Spring Lake Park Officers were called to the area of 84<sup>th</sup> Ave in the 500 block regarding a large fight and possible gun shots fired call. Report further indicated that people were fleeing the area on foot and in vehicles. Upon arrival of officers in the area, two unspent rounds of 9mm ammo were located on the ground. Officers canvassed the neighborhood and spoke to neighbors in the area, no suspects or victims were able to be located at this time. This case remains under investigations.

On June 5<sup>th</sup>, a resident in the 900 block of 83<sup>rd</sup> Ave reported finding a 9mm round that had went through the west wall of their residence into their house. The 9mm round was taken as evidence at time of report. It is undetermined if this was related to the call of a fight and shots fired the previous night or not, the resident was unable to indicate when it happened. This case is also currently under investigation.

Lastly, Investigator Baker and Spring Lake Park Officers assisted the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Agents with the execution of a search warrant in the 7800 block of Hwy 65 at a local business, regarding a burglary of the "Lions" pull tabs and other burglaries being investigated by Investigator Baker. While conducting the search warrant other stolen items from burglaries were located. Person (s) of Interest have been identified and charges are pending.

The Spring Lake Park Police Department Office Staff, while being shorthanded 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 June 2017 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 thought out the month representing the City of Spring Lake Park and the Police Department. I also assisted with the City Celebration of "Tower Days" by overseeing/orchestrating the police department's participation for our local parade with other city administration. It appeared that the parade was enjoyed by all those that attended.

I also assisted police department staff with overseeing/orchestrating our first "Muslim Prayer Event" held at our local high school in the month of June, celebrating "Ramadan". This event was a first for the City of Spring Lake Park, it is unknown if this will become a yearly event or not, but I am happy to report that this event was held without to many issues but if held again in the future, will require more in depth planning by the event holder, School District and Police Department.

This will conclude my report for the month of June 2017.

Are there any questions.



# **Spring Lake Park Police Department Investigations Monthly Report**

# **June 2017**

# **Total Case Load**

Case Load by Level of Offense: 67

Felony 51
Gross Misdemeanor 7
Misdemeanor 9

# **Case Dispositions:**

<b>County Attorney</b>	3
<b>Juvenile County Attorney</b>	0
City Attorney	1
Forward to Other Agency	0
SLP Liaison	0
Carried Over	51
Unfounded	0
<b>Exceptionally Cleared</b>	12
Closed/Inactive	0

13

**Current active Forfeitures** 

# Spring Lake Park Police / School Resource Officer Report

# **June 2017**

Incidents by School Location	Reports (ICRs)	Student Contacts*	Escorts/Other	Follow Up Inv.
Spring Lake Park High School	4	14	3	1
Discovery Days (pre-school)				
Lighthouse School				
Park Terrace Elementary School				
District Office				
Able and Terrace Parks (School Related)				
School Related			1	
Miscellaneous Locations	1			
Totals:	5	14	4	1

Breakdown of Reports (ICRs)			
Theft reports (cellphones, iPods, bikes, etc)	3		
Students charged with Assault or Disorderly Conduct	1		
Students charged with other crimes			
Non-students Charged			
Warrant Arrests			
Miscellaneous reports	1		

### 2017 MS4 Permit Annual Public Meeting



City of Spring Lake Park July 17, 2017





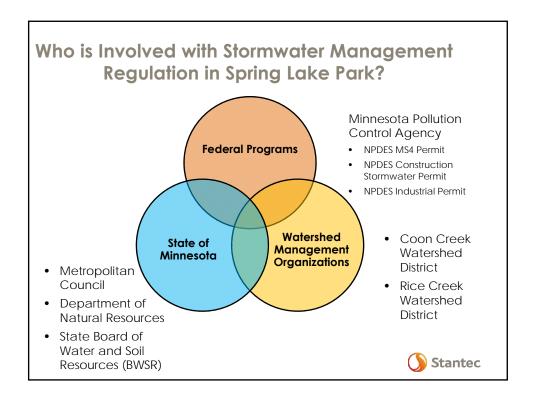
## What is an MS4?

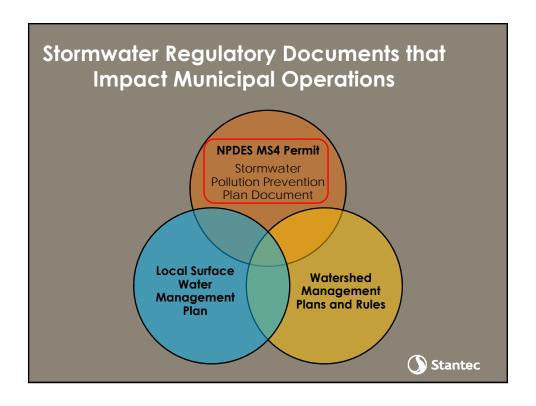


# Municipal Separate Storm Sewer Systems (MS4)

- Owned by a State, City, Village, or Other Public Entity that Discharges to Waters of the U.S.
- Designed or used to Collect or Convey Stormwater
- Not a combined sewer
- Not part of a Publicly Owned Treatment Works (sewage treatment plant)









#### **Basic Components of the MS4 Permit**

#### A Minimum Control Measures

- 1. Public Education and Outreach
- 2. Public Participation and Involvement
- 3. Illicit Discharge Detection and Elimination
- 4. Construction Site Storm Water Runoff Control
- 5. Post-Construction Storm Water Management
- Pollution Prevention and Good Housekeeping for Municipal Operations





# How Spring Lake Park Currently Complies with the MS4 Permit.

#### Storm Water Pollution Prevention Plan Document

- Partnerships with Watersheds
- City Ordinance and LWMP Requirements
- Implement Enforcement Response Procedures
- Storm Sewer System Map
- Stormwater Related Brochures and Articles
- MS4 Permit Annual Public Meeting
- Inspections (Illicit discharge, Construction, and MS4 System)
- Provide a Plan Review Checklist
- Street Sweeping
- Staff Training
- Facilities Inventory Assessment
- Pond Assessment
- MS4 Annual Reports







## Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: July 13, 2017

Subject: Solid Waste, Recycling Ordinance Amendment

At its workshop session on May 1, 2017, the City Council discussed and provided feedback to possible amendments to the City's solid waste ordinance. The amendments have been reviewed by the City Attorney and are included in the proposed Ordinance.

The biggest change contemplated by the proposed Ordinance is to establish a cap on the number of solid waste hauler licenses in the City. Currently, the City has licensed eight solid waste haulers to serve the City. This proposed ordinance would limit the number of licenses to no more than four. The reduction is not immediate and would be achieved through attrition. When haulers consolidate or decline to renew their license, the number of licenses would drop until there are no more than four licensed haulers in the City. Staff has received feedback from residents and Councilmembers over the years concerned about the wear and tear on the City's streets caused by the significant number of garbage trucks driving through the city each week. Staff believes this ordinance will maintain a level of competition to keep collection prices low while at the same time protect the City's infrastructure investment and provide for the health, safety and welfare of our residents.

The proposed ordinance updates a number of other provisions within the Code. I have highlighted a number of the provisions below.

- Updates definitions
- Require licensed haulers to use equipment that prevents solid waste materials from leaking or spilling during transport, to keep their equipment clean and free from offensive odors, and to ensure the collection site is left free of litter.
- Requires solid waste containers to be watertight with a tight fitting lid and are impervious to insects, rodents, vermin and the absorption of moisture.
- Requires solid waste haulers that service non-residential structures to offer recycling services to those non-residential customers.
- Amends the start of collection from 6:00am to 7:00am.
- Establishes a suspension and revocation process for licensees that fail to comply with the provisions of the Code.
- Formally establishes the City's residential recycling program. These provisions mirror our current practice.

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

#### ORDINANCE NO. \_\_\_

## AN ORDINANCE AMENDING CHAPTER 51, SPRING LAKE PARK CODE OF ORDINANCE, RELATING TO GARBAGE; SOLID WASTE

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

**Section 1.** Chapter 51 of the Spring Lake Park Code of Ordinance is hereby amended as follows:

#### **SOLID WASTE DISPOSAL**

#### § 51.01 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**GARBAGE.** Includes only organic refuse resulting from the preparation of food and decayed and spoiled food from any sources.

**RECYCLABLE MATERIALS.** All those items which are required to be recycled under §51.35 et. seq.

**RUBBISH**<u>REFUSE</u>. Includes all inorganic refuse matter such as tin cans, glass, paper, sweepings, and the like. All inorganic waste, including construction and demolition material, from residential, commercial, industrial, professional, governmental or institutional operations that is the result of their normal operations, excluding compost, recyclables, toxic waste and hazardous waste.

**SOLID WASTE.** Includes both garbage and refuse of all kinds, both organic and inorganic, which accumulates in the ordinary operation of a residential household, or business, professional, government or institution. This includes putrescible wastes, refuse, paper products, and ashes. Specifically excluded are recyclable materials, sewage and other water- carried wastes, non-putrescible wastes such as rocks, earth, sand, gravel, cement, brick, and other similar substances which may accumulate as a result of construction or demolition operations.

SOLID WASTE HAULER. A collector or transporter of solid waste.

#### § 51.02 GARBAGESOLID WASTE COLLECTION; LICENSE.

- (A) No person, firm, or corporation shall, for hire, collect or remove any garbage solid waste in this city except a person who is licensed by the City of Spring Lake Park.
- (B) The annual license fees for the first vehicle and for each additional vehicle owned by any one licensee shall be in the amounts set from time to time by Council <u>resolutionordinance</u>. The license year shall be from February 1 to January 31. Licenses are not transferable, and the fee shall not be prorated.
- (C) A license may be issued upon receipt of the fee and an application with the following information:
  - (1) The name and address of the applicant;
  - (2) A description of the vehicle and evidence that it complies with this section;
  - (3) The area of the city which will be serviced; and
- (4) Deposit certificates of insurance <u>in a form satisfactory to the City</u> with the City Administrator, Clerk/Treasurer as follows:

- (a) A standard form motor vehicle policy, providing limits of liability as set forth in the insurance limits schedule; and
- (b) A certificate of insurance in respect to general liability with the same limits as shown in the preceding division.
- (c) A certificate indicating statutory workers' compensation coverage or evidence of self-insured status approved by the State of Minnesota; and
- (5) A schedule of rates to be charged by the hauler during the license period for which the application is made.
- (D) Limitation on Number of Licenses.
- (1) *Purpose.* It is the intent of the City to reduce the number of solid waste licenses issued. The means of this reduction will be through attrition. Said limitation is deemed necessary to protect the health, safety and welfare of the City and its residents.
- (2) No more than four (4) solid waste licenses may be in force at any time, except that all companies licensed by the City as of August 1, 2017 may be relicensed according to the following conditions:
- (a) The licensee has conformed to all City, County, State and Federal Laws related to solid waste collection;
  - (b) There is no lapse in the license period;
- (c) The licensee submits a fully completed annual renewal form, payment and all required documentation by the due date for renewals. Incomplete applications shall be returned to the licensee and must be resubmitted by the original due date. Failure to submit a renewal, payment and all required documentation by the original due date will be cause for the City to deny the renewal of the license.
- (d) Licenses are non-transferrable, except whereby an existing licensee undergoes incorporation, sale or merger with another existing City licensed collector;
  - (e) The type of service offered has not increased from the previous license period;
- (f) There has been no increase in the number of trucks used in the City at any one time as listed in the application for the previous year license; and
- (g) License must not have been suspended more than two (2) times in a 12-month period, or revoked.

#### § 51.03 HAULER'S EQUIPMENT.

Licensees shall use equipment so constructed that the solid waste material shall not leak or spill during transport to the disposal site. The equipment shall be kept clean and free from offensive odors as possible and shall not be allowed to stand in any street or public place longer than is necessary to collect the solid waste materials. The licensee shall also ensure that the collection site is left free of litter.

#### § 51.03—04 SOLID WASTE CONTAINERS; PLACEMENT FOR COLLECTION.

It shall be the duty of every residential dwelling unit and every business to place solid waste materials in a city approved-containers that are watertight with a tight-fitting lid and impervious to insects, rodents, vermin and the absorption of moisture and set the solid waste materials out for collection in the manner designated by this subchapter.

#### **§ 51.04 GARBAGE CONTAINERS.**

Every householder or occupant of any dwelling house, boarding house, restaurant, or any place

of business having garbage to dispose of shall provide himself or herself with one or more flyand watertight cans sufficient to receive all garbage which may accumulate between the times of collection. Each can shall be provided with a bail or handles and tight-fitting cover.

#### § 51.05 CONTAINER LOCATION.

Solid waste containers at residential dwellings shall be out of public view except within 24 hours of pickup. GarbageSolid waste containers shall be placed at curbside in the front of the property, and shall be accessible to collectors during the times and days indicated in § 51.10 of this code. Seniors and handicapped persons shall receive pick-up service at their garage if requested. Solid waste Garbage containers shall be removed from the curb within 24 hours of pick-up.

#### § 51.06 DUMPSTER ENCLOSURES REQUIRED.

- (A) The owners or responsible parties of all commercial, industrial, and residential/rental properties with three or more units within the city having a dumpster for the containment of garbage, rubbish or recyclables shall provide an enclosure for that dumpster.
- (B) The construction and location of the enclosure referenced above shall be approved by the City Building Official. The dumpster enclosure shall be constructed of concrete block for all commercial and residential rental properties. The dumpster enclosure may be constructed of an approved composite wood with a minimum-three-quarter-inch thickness for all residential rental properties housing up to eight units.
- (C) All owners of existing properties defined above in division (A) of this section shall be required to come into compliance with these regulations no later than December 31, 1992.

#### § 51.07 PRIVATE DISPOSAL COLLECTION REQUIRED.

Every single residential dwelling, multiple family residential dwelling, commercial establishment or other establishment generating solid waste shall make arrangements for the collection and disposal of solid wastes with a hauler licensed to do business in the City. Exceptions may be approved by the Administrator, Clerk/Treasurer for environmentally-sound alternatives. Nothing herein contained shall prevent any person from disposing of the garbage accumulating on his or her own premises in any sanitary manner, except that it shall be unlawful to burn garbage, and all garbage must be disposed of at least once each week. Where an approved incinerator has been installed inside a dwelling or building, it may be used for burning garbage.

#### § 51.08 RUBBISH COLLECTIONNON-RESIDENTIAL RECYCLING.

Rubbish shall not be permitted to be strewn about the premises but shall be kept in a box or container and shall be disposed of at least once each month, or sooner if the container shall become overflowing. Any solid waste hauler wishing to haul solid waste from non-residential structures must also offer recycling services to its non-residential customers. At a minimum, all solid waste haulers must provide their customers with the same recycling services that are offered to residential structures within the City.

#### § 51.09 RUBBISH PLACEMENT.

No person shall deposit or place rubbish or garbage on or along any public way or any private property without the owner's permission. Bagged or bundled rubbish may be placed on the curb adjacent to a public way or on private property on the day that the rubbish is to be picked up. It shall be unlawful to haul or in any manner transport garbage or refuse into or over public roads in

the city, unless same is securely fastened or covered.

#### § 51.<u>09</u>10 COLLECTION TIMES.

No garbage or rubbish shall be collected in any residential area within the city except between the hours of 67:00 a.m. and 8:00 p.m. Garbage and rubbish collection shall be limited to Wednesday and Thursday of each week

#### YARD WASTE; STORAGE AND DEPOSIT

#### § 51.25 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**COMMERCIAL ESTABLISHMENT.** Any premises where commercial or industrial enterprise of any kind is carried on, and shall include restaurants, clubs, churches, and schools where food is prepared and served.

**COMPOST.** A mixture of decaying organic matter in a contained area.

**COMPOSTING.** Any above-ground microbial process that converts yard waste to organic soil amendment or mulch by decomposition of material through an aerobic process providing adequate oxygen and moisture.

GARDEN. Ground area for cultivation of flowers, vegetables, or shrubs.

**MULTIPLE-FAMILY DWELLING.** Any building designed for or occupied by two or more families, together with the lot or parcel of land on which it is situated.

**SINGLE-FAMILY DWELLING.** Any single building designed for or occupied exclusively by one family, together with the lot or parcel of land on which it is situated.

YARD WASTE. Lawn and garden clippings and leaves.

#### § 51.26 STORAGE.

- (A) It is unlawful for the owner or occupant of a single-family dwelling or multiple-family dwelling to store garbage, except fruit or vegetable waste, or coffee grounds, in a compost pursuant to § 51.27 of this code, at the dwelling for more than one week. All storage of this type shall be in five- to 100- gallon metal or plastic containers with tight-fitting covers which shall be maintained in a clean and sanitary condition.
- (B) It is unlawful for the owner or occupant of a single-family dwelling to store yard waste in the front yard setback.
- (C) It is unlawful for the owner or occupant of a multiple-family dwelling to store garbage, except fruit or vegetable waste, or coffee grounds, in a compost pursuant to § 51.27 below, at the dwelling for more than a week. All storage of this type shall be in containers as for single-family dwellings, except that so-called dumpsters with tight-fitting covers may be substituted.
  - (D) No garbage may be buried within the city.

#### § 51.27 COMPOST.

- (A) It is prohibited for the owner or occupant of a single-family or multiple-family dwelling to engage in composting yard waste, or fruit or vegetable waste, or coffee grounds, at a dwelling except as hereinafter provided.
  - (1) A compost shall be established in a manner so as not to create an odor or other

condition that is a nuisance. A compost may consist only of yard waste, fruit or vegetable waste, or coffee grounds generated from the site on which the compost is located.

- (2) A compost may not occupy any front yard setback and must be three feet from any side or rear yard lot line, and no closer than 20 feet to any habitable building other than the composter's home.
- (3) A compost that includes fruit or vegetable waste or coffee grounds must be enclosed in a container or other manner which will prevent animals from disturbing or removing the contents.
- (4) A compost shall not be larger than ten feet wide by ten feet long, not to exceed a total of 100 square feet, and shall be no more than four feet in height. Every compost must be contained within a fenced area or enclosed container; except a compost consisting of yard waste only, not exceeding 18 inches in height, may be placed upon a garden area without a fence or closed container.
- (5) None of the following may be placed in a compost: meat or bones, human or animal feces, fat, oil, dairy products, plastic fibers or resin, logs, or brush larger than one-fourth inch in diameter.
- (B) It is prohibited for any person to engage in composting on public, commercial, office, or industrial property within the city.

#### § 51.28 DEPOSIT.

It is unlawful for any person to deposit garbage from any source, rubbish, offal, or body of a dead animal in any place other than a sanitary landfill or licensed disposal facility.

#### RECYCLING

#### § 51.35 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AUTHORIZED RECYCLING PROGRAM. A program for the collection and recycling of recyclable materials which is instituted, sponsored, authorized and controlled by the City of Spring Lake Park.

**RECYCLABLE MATERIALS.** All items of refuse designated by the City Council to be part of an authorized recycling program and which are intended for transportation, processing, remanufacturing or reuse.

*SCAVENGING.* The unauthorized collection of recyclable materials that have been set out by the residents of the City specifically for participation in curbside recycling programs.

#### § 51.36 LICENSE REQUIRED.

It is unlawful for any person to pick up recyclable materials from residences and multiple family residential buildings without a license from the City. There shall be issued by the City one (1) residential recycling license. The holder of the residential recycling license shall be able to collect recyclable materials from residential buildings as part of an authorized recycling program. Application shall be made in the same manner as required by ordinance for a solid waste hauler in the City.

#### § 51.37 HAULER'S EQUIPMENT.

Licensees shall use equipment so constructed that the solid waste material shall not leak or spill during transport to the disposal site. The equipment shall be kept clean and free from offensive odors as possible and shall not be allowed to stand in any street or public place longer than is necessary to collect the solid waste materials. The licensee shall also ensure that the collection site is left free of litter.

#### § 51.38 DESIGNATION OF ITEMS.

<u>Items designated for recycling shall be listed by resolution of the City Council to be part of an authorized recycling program.</u>

#### § 51.39 OWNERSHIP OF RECYCLABLE MATERIALS.

Ownership of recyclable materials set out for the purpose of participating in a curb side recycling program shall remain with the person who set out the recyclable materials until they are removed by the recycling hauler licensed by the City. Until the recyclable materials are removed by the licensed recycling hauler, the person who set out the recyclable materials are totally responsible for their proper preparation, handling, and storage. Ownership and responsibility for the proper handling of the recyclable materials shall vest in the licensed recycling hauler upon removal by it.

#### § 51.40 UNAUTHORIZED COLLECTION.

It shall be unlawful for any person who is not authorized by the City to take, collect or scavenge recyclable materials set out for authorized recycling programs within the City.

#### § 51.41 CONTRACT.

The City may require recycling haulers to enter into a contract with the City which more specifically spells out the details and requirements of an authorized recycling program. Violation of the contract will be grounds for revocation of any license issued pursuant to this section.

#### § 51.42 RECYCLING FEE AUTHORIZED.

The City Council is hereby authorized to set fees for the collection of recyclable materials by ordinance. The fees may be amended from time to time by ordinance.

#### § 51.6011 RECYCLING FEE AUTHORIZED SUSPENSION AND REVOCATION.

The City Council is hereby authorized to set fees for the collection of recyclable material by resolution. The fees may be amended from time to time by resolution. A licensee's failure to comply with the provisions of this Chapter or any of the conditions attached to a license, or any applicable contract with the City shall be grounds for license suspension or revocation, without refund of the license fee. Except in cases of lapse of proof of insurance, no suspension or revocation shall take effect until the licensee has been afforded an opportunity for a hearing pursuant to the Administrative Procedures Act, M.S. §§ 14.57 to 14.70, as it may be amended from time to time. The Council may act as the hearing body under that act, or it may contract with the Office of Administrative Hearings for a hearing officer. Lapse of required proof of insurance shall affect an immediate suspension of any license issued pursuant to this Chapter without further action of the Council. Notice of cancellation or lapse of insurance required under

this Chapter shall also constitute notice to the licensee of the impending suspension of the	
license. Any suspension due to a lapse of required proof of insurance shall continue until the	e
Council determines that the insurance requirements of this Chapter have again been met.	

Section 2. This Ordinance shall have full force and effect upon its passage and publication Passed by the City Council of the City of Spring Lake Park, Minnesota, this 17th day of July, 2017.

Cindy Hansen, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator/Clerk

#### RESOLUTION NO. \_\_\_\_

#### A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 437, AN ORDINANCE AMENDING CHAPTER 51 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO GARBAGE, SOLID WASTE

**WHEREAS,** as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 437 will clearly inform the public of the intent and effect of the Ordinance; and

**WHEREAS,** a printed copy of the Ordinance is available for inspection during regular office hours in the office of the City Clerk.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the following summary of Ordinance No. 437 is approved for publication:

"On July 17, 2017, the Spring Lake Park City Council approved Ordinance No. 437, entitled 'An Ordinance Amending Chapter 51 of the Spring Lake Park Code of Ordinance Relating to Garbage, Solid Waste.'

The following is a summary of Ordinance No. 437, a copy of which is available in its entirety for review during regular office hours at the City of Spring Lake Park, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN, or for review on the City's website, <a href="www.slpmn.org">www.slpmn.org</a>.

The Ordinance updates definitions for waste disposal; places a limitation on the number of solid waste hauler licenses issued within the City, to be achieved through attrition; requires hauler's equipment to meet certain performance standards, establishes standards for solid waste containers, requires solid waste containers to be out of public view except within 24 hours of pickup; requires collection and disposal of solid wastes with a licensed hauler, requires licensed hauler to offer recycling services to their non-residential customers, sets the collection times between the hours of 7:00am and 8:00pm and limits collection to Wednesday or Thursday of each week; and establishes the City's residential recycling program.

The Ordinance takes effect after passage by the City Council and publication."

The foregoing Resolution was moved for adoption by	by Councilmember .	
Upon Vote being taken thereon, the following voted in favor thereof: .		
And the following voted against the same:		
Whereon the Mayor declared said Resolution duly passed and adopted the 17th day of July, 2017.		
	APPROVED BY:	
	Cindy Hansen, Mayor	
ATTEST:		
Daniel R. Buchholtz, City Administrator		

#### **RESOLUTION NO. 17-18**

## A RESOLUTION APPROVING A VARIANCE TO ALLOW A DRIVEWAY EXPANSION AT 8071 VAN BUREN STREET NE

**WHEREAS,** Matthew and Jennifer Comer, 8071 Van Buren Street NE, have made application to expand their driveway into the required five foot setback; and

**WHEREAS**, the property is legally described as follows:

Lots 26 and 27, Block 18 Riverside Plat No. 7 (PID #02-30-24-41-0133) together with ½ of adjacent vacated alley, subject to easement of record; and

**WHEREAS**, mailed and published notice of a public hearing to consider the proposed variance was given; and

**WHEREAS,** a public hearing to consider the proposed variance was held on June 26, 2017; and

**WHEREAS,** the request was made for expansion of an existing driveway to be constructed within 3.5 feet of the property line, which is less than the required five yard setback (Section 153.132 of the Spring Lake Park Zoning Code); and

**WHEREAS,** the Planning Commission has considered the application against the practical difficulties test as outlined in Section 153.224 of the Spring Lake Park Zoning Code; and

**WHEREAS**, the Planning Commission has recommended approval subject to reasonable conditions: and

**WHEREAS,** the Spring Lake Park City Council has reviewed the application and hereby accepts the findings and recommendation of the Spring Lake Park Planning Commission.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council hereby approves the request of Matthew and Jennifer Comer for a variance subject to the following conditions:

- 1. Applicant must reestablish turf on any areas disturbed by the widening of the driveway.
- 2. Any modifications to the driveway must be constructed pursuant to standards set forth by the City of Spring Lake Park. Applicant must secure a zoning permit from the Code Enforcement Director for the expanded driveway.
- 3. Drainage must be handled in such a way as to not deposit storm water onto a neighboring property.
- 4. Certificate of occupancy will not be granted unless all conditions of the variance are met.

The foregoing Resolution was moved for adoption b	by Councilmember.
Upon Vote being taken thereon, the following voted	in favor thereof: Councilmembers
And the following voted against the same:	
Whereon the Mayor declared said Resolution duly p	assed and adopted the 17th day of July, 2017.
	APPROVED BY:
	Cindy Hansen, Mayor
ATTEST:	
Daniel R. Buchholtz, City Administrator	



## Memorandum

To: Chair Dircks and Members of the Planning Commission

From: Jenny Gooden, MCMC, Executive Assistant

Date: June 14, 2017

Subject: Variance Request for 8071 Van Buren Street NE

The City received a variance request from Matthew Comer, 8071 Van Buren Street NE, to allow a driveway to be constructed within the required five foot side yard setback. The proposed driveway expansion would be 2.5 feet from the property line.

The property is zoned R-1, Single Family Residential District. The lot size is 80 feet by 130 feet. There is an existing house with an attached garage. The current asphalt driveway, which is currently, 10 feet from the property line at its closest point, would be expanded to include a 8.5 foot wide by 22 foot long expansion.

The proposed driveway expansion would be able to accommodate the camper that is currently parked in the front of the driveway. The camper, in its current location, is a potential hazard for the homeowner to have to back around it, risking hitting the camper and making it difficult to see oncoming traffic. The homeowner feels that expanding the driveway to the south side would put the camper in front of the house and would not be aesthetically pleasing to their neighbors or future owners of the property. The proposed driveway will accommodate a larger camper that will be 8 feet wide. The homeowner feels that the 8.5 feet would be a minimum width to allow a few inches of space to either side of the addition.

The State Legislature amended the zoning law to create a practical difficulties test. There are three factors:

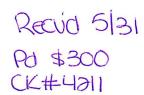
- 1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. Staff believes this test is met as a number of other properties, including the neighbor's property to the south, have a driveway that has a setback less than 2.5 feet.
- 2. The plight of the landowner is due to circumstances unique to the property not created by the landowner. The proposed driveway will accommodate the parking of a camper on an approved parking surface and will reduce the landowner's difficulty in backing out of his property.
- 3. The variance, if granted, will alter the essential character of the locality. The neighborhood consists of a number of properties with driveway setbacks less than 5 feet in width.

Pursuant to the Spring Lake Park Zoning Code, a public hearing has been dully called and noticed by publication in the Blaine/SLP Life and mailing of public hearing notices to property owners within 350 feet of the subject property.

Staff recommends the variance be granted with the following conditions:

- Applicant must reestablish turf on any areas disturbed by the widening of the driveway.
- Any modifications to the driveway must be constructed pursuant to the standards set forth by the City of Spring Lake Park. Applicant must secure a zoning permit from the Code Enforcement Director for the expanded driveway.
- Drainage must be handled in such a way as to not deposit storm water onto a neighboring property.
- Certificate of occupancy will not be granted unless all conditions of variance are met.

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



## City of Spring Lake Park Variance Application

A variance cannot be approved unless the Planning Commission and City Council find that the "practical difficulties" standard has been met. Please provide a response as to how/why your project will meet the following criteria. Use additional sheets if necessary and consult with the Zoning Administrator if you need clarification on the intent of any of the standards set below.

1.	Applicant Information:	
	Name: Matthew Cromer	Telephone:
	Address: 8071 Van Buren St NE	Cell Phone: 612-406-6750
	City/State/Zip: Spring Lake Park, MN 55432	E-mail: <u>Cromers @ gmail.com</u>
2.	Property Owner Information (if different from above):	
	Name:	Telephone:
	Address:	Cell Phone:
	City/State/Zip:	E-mail:
3.	Project Location (Address and Legal Description):	
4.	Present Use of Property: Residential	
	Description of Project: Add on to South end	of driveway
6.	Specify Section of the Ordinance from which variance is sough Should not come within 5 feet of the	
7.	Explain how you wish to vary from the applicable provisions of	this Ordinance: We would
	like to a have the driveway within	I feet of the
	perceived property line.	Marania et e 7 i . Ten
8.	Please attach a site plan or accurate survey as may be required	d by Ordinance.
9.	<b>Practical Difficulties Test:</b> Please answer the following question variance request.	ons as they relate to your specific
	a. In your opinion, is the variance in harmony with the purpo Yes \( \subseteq \text{No} \) Why or why not? There will still be a section of o	seem grass to
	the South, east, and west of the	expension.

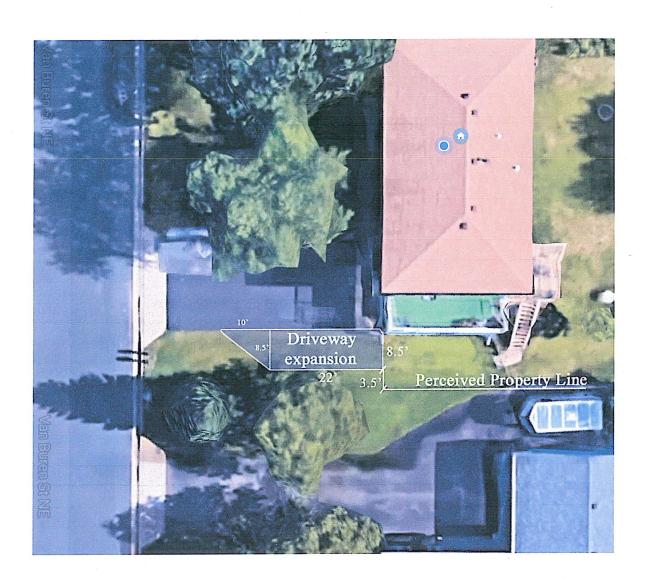
b. In your opinion, is the variance consistent with the Comprehensive Plan?
Yes No Why or why not?
This driveway is a minor change to an existing
residential property and will look quite similar
to several nearby properties
c. In your opinion, does the proposal put property to use in a reasonable manner?  Yes  No Why or why not?.
We would like to park our camper on the side
of our drive so that it is not up against the
road. Many properties in SLP have driveways that contact the property line.
<ul> <li>d. In your opinion, are there circumstances unique to the property? (physical characteristics of the property – i.e. sloping topography or other natural features like wetlands or trees)?</li> <li>Yes No Why or why not?</li> </ul>
The ground is relatively flat
e. In your opinion, will the variance maintain the essential character of the locality?  Yes  No Why or why not?
The drive way expansion is minimal. The South
on the south have a driveway expansion up
against the property line
The Planning Commission must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.
The undersigned certifies that they are familiar with application fees and other associated costs and also with the procedural requirements of the City Code and other applicable ordinances.
Applicant Signature: Date:
Multipus boner 5/18/17
Fee Owner's (Property Owner) Signature: Date:
Matthew & boner 5/18/17

Currently we park the camper in the front of our driveway. Having our camper in this location is a potential hazard for us as we have to back around it, risking hitting the camper and making it more difficult to see oncoming traffic. Expanding our driveway to the north side would put the camper in front of our house and would not be aesthetically pleasing to our neighbors or to future owners of our property.

We plan to purchase a camper in the next few years that will be 8' wide. I believe that 8.5 feet would be a minimum width to allow us a few inches of space to either side of the addition.

The most logical place to expand our driveway would be to the south. In order to make this expansion large enough to accommodate a vehicle or RV width it will come within 3.5 feet of the perceived property line.

We do not believe that there is another option that allows us to park the camper out of the way and maintain the look of the property without violating city ordinance.



#### DRAFT PROCEEDINGS

Minutes of the Spring Lake Park Planning Commission special meeting held on June 26, 2017 at the Spring Lake Park Community Center, 1301 81<sup>st</sup> Avenue N.E., at 7:00 P.M.

#### 1. Call to Order

Chairperson Smith called the meeting to order at 7:00 P.M.

#### 2. Roll Call

Members Present: Commissioners Bernhagen, Eischens, Dircks, and Hansen

Members Absent: Commissioner Smith

Staff Present: Building Official Brainard; Administrator Buchholtz and Executive

Assistant Gooden

Visitors: Barbara Goodboe-Bisschoff, 8309 Monroe Street NE

Paddy Jones, Ham Lake

Brad Delfs, 8172 Polk Street NE

Jennifer Cromer, 8071 Van Buren Street NE

#### 3. Pledge of Allegiance

#### 4. Approval of Minutes – April 24, 2017

MOTION BY COMMISSIONER EISCHENS, SECONDED BY COMMISSIONER BERNHAGEN, APPROVING THE MINUTES OF APRIL 24, 2017 AS SUBMITTED. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

## <u>6. Public Hearing – Variance Request for Driveway Expansion – 8071 Van Buren Street NE – Matthew Comer</u>

Chairperson Dircks opened the public hearing at 7:05 PM to consider a variance request for driveway expansion at 8071 Van Buren Street NE.

Administrator Buchholtz provided an overview of the variance request from Matthew Comer to allow a variance request for a driveway expansion. He reported that the application is in order and notice of the Public Hearing was mailed to residents within 350 feet of the subject property and notice was published in the City's Official newspaper.

Administrator Buchholtz stated that the property is zoned R-1, Single Family Residential. He noted that the lot is 80 feet by 130 feet. He reported the house and attached garage and the current asphalt driveway, which is currently, 10 feet from the property line at its closest point, would be replaced. He stated that the property owner is seeking to expand his driveway to be 2.5 feet from the property line to accommodate the camper that is currently parked in the front of the driveway.

Administrator Buchholtz reported that Section 153.224 of the Spring Lake Park City Code allows the City to grant a variance in instances where the strict enforcement of the zoning ordinance would cause practical difficulties in complying with the ordinance because of circumstances unique to the individual property

under consideration and when it is demonstrated that the variance is in harmony with the general purposes and intent of the zoning code and the Comprehensive Plan.

Administrator Buchholtz reported that the State Legislature amended the zoning law to create practical difficulties test. He stated that there are three factors:

- 1. The property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance. Staff believes this test is met as a number of other properties, including this property, have a driveway that has a setback less than 2.5 feet.
- 2. The plight of the landowner is due to circumstances unique to the property not created by the landowner. The proposed driveway will accommodate the parking of a camper on an approved parking surface and will reduce the landowner's difficulty in backing out of his property.
- 3. The variance, if granted, will not alter the essential character of the locality. The neighborhood consists of a number of properties with driveway setbacks less that five feet in width.

Administrator Buchholtz reported that staff recommends the variance be granted with the following conditions:

- Applicant must reestablish turf on any areas disturbed by the construction of the driveway.
- Any modifications to the driveway must be constructed pursuant to the standards set forth by the City of Spring Lake Park. Applicant must secure a zoning permit from the Code Enforcement Director for the expanded driveway.
- Drainage must be handled in such a way as to not deposit storm water onto a neighboring property.
- Certificate of occupancy will not be granted unless all conditions of a variance are met.

Chairperson Dircks asked for any comments from the public.

Barbara Goodboe-Bisschoff, 8309 Monroe Street NE, expressed her concern as to how close the proposed expansion would come to the neighbors spruce tree. She has concerns with the roots of the trees being affected by the proposed expansion.

Jennifer Comer, 8071 Van Buren Street NE, stated that she had not spoken to her neighbor about the tree and the possibility of the roots. She stated that the neighbors have reviewed their request and raised no objection to the expansion.

Ms. Goodboe-Bisschoff inquired as to how deep the asphalt on the driveway would be. Commissioner Eischens stated that is standard for asphalt to be 4 inches thick.

Chairperson Dircks asked for any further comments from the public. Hearing none, motion was made to close the public hearing.

MOTION MADE BY COMMISSIONER EISCHENS, SECONDED BY COMMISSIONER BERNHAGEN TO CLOSE THE PUBLIC HEARING. VOICE VOTE: ALL AYES. MOTION CARRIED.

The public hearing was closed at 7:08 PM.

MOTION MADE BY COMMISSION EISCHENS, SECONDED BY COMMISSIONER BERNHAGEN TO RECOMMEND APPROVAL OF VARIANCE REQUEST FOR DRIVEWAY EXPANSION AT 8071 VAN BUREN STREET NE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED. 8. Other

Administrator Buchholtz provided an update regarding the Dominium project. He reported that the City Council has approved all the financing and development agreements. He stated he is anticipating that the groundbreaking will take place in August.

#### 9. Adjourn

MOTION BY COMMISSIONER EISCHENS, SECONDED BY COMMISSIONER BERNHAGEN TO ADJOURN. VOICE VOTE: ALL AYES. MOTION CARRIED.

The meeting adjourned at 7:15 P.M.



June 27, 2017

TO: NMTC OPERATIONS COMMITTEE

RE: APPROVAL OF 2018 NORTH METRO TELECOMMUNICATIONS COMMISSION BUDGET

Enclosed, please find for the council's review and approval the 2018 North Metro Telecommunications Commission Budget and support materials.

The Commission's operating budget for 2018 is proposed at \$1,292,053. This number represents a \$71,589 increase over last year's operating budget. This increase is due entirely to franchise renewal related expenses. A reduction in personnel costs was balanced out by an increase in video streaming bandwidth expenses.

Budgeted capital costs for 2017 are \$409,147. The majority of this amount is dedicated to the HD bond payment of \$229,215. The remainder is for Makito X signal transport systems, video streaming servers, field equipment, office computers, software, software licenses, and annual system maintenance contracts.

Franchise fees paid back to the Member Cities are budgeted at \$400,000. This is \$55,000 more than last year's franchise fee payment.

**Recommendation:** 

That the Member Cities approve the 2018 Commission Budget as recommended by the Telecommunications Commission and the Operations Committee.

The Joint Powers Agreement states, "submitted budgets shall be deemed approved by a Member City unless, prior to October 15 preceding the effective date of the proposed budget, the Member City gives notice in writing to the Commission that it is withdrawing from the Commission."

I want to thank the Commission directors, staff, and the Operations Committee for their efforts in preparing these budgets. If you have any questions about either budget please consult with your Commission director or City Administrator.

I look forward to working with all parties, throughout the remainder of 2017, toward reaching the full potential of North Metro TV and to increase both the quality and quantity of community programming and services in 2018.

Sincerely,

Matthew Percy Chair, North Metro Telecommunications Commission

Enc.

# 2018 North Metro Telecommunications Commission Budget Talking Points

#### **Overall Organizational Goals**

- Work with Cities to improve quality and content of government channels, through HD equipment upgrades, signal transport solutions, live streaming, and content creation.
- Begin the franchise renewal process. Conduct needs assessments and fee reviews.
- Expand drone/video service to a commercial product.
- Continue to monitor the effects of competitive cable franchises in the North Metro.
- Produce high quality channel and web friendly programming that can be viewed using any device.
- Provide program playback, video transport, and channel management services, computer and video equipment maintenance and consulting services, internet streaming services for city meetings including meeting management software licenses and bookmarking services, program production and event coverage services, and public access to television production for our cities, schools and general public.

#### Estimated Fund Balance/Revenues/Expenses

- The beginning fund balances for 2018 are estimates based on previous allocations, planned spending for 2017, and estimated income.
- Estimated revenues include: Franchise fees based on the actual first quarter franchise fee payment. PEG fees are based on the actual first quarter PEG fee payment. Because of a franchise fee review settlement with Comcast, PEG funding through 2020 is no longer threatened by recent FCC orders. Other income includes dub fees, sponsorship spots, and production services such as tape transfers and drone services. Interest income is estimated based on the first quarter interest earnings of this year.
- Estimated expenditures include the operating expenses, capital expenses, the bond payment and the franchise fee payment to the cities. Franchise fees back to cities are budgeted at \$400,000. This \$55,000 more than was budgeted last year.
- The year end fund balances include:
  - o The **Operating reserve** at 25% of the operating budget.
  - Accrued vacation, sick and comp time. The total value of owed vacation, sick, and comp time to employees.
  - The **Capital equipment fund** is intended for emergency replacement of unplanned equipment failures.

- The truck replacement fund was used to purchase studio sets in 2017.
   The funds were not needed for a new production truck, as the truck was replaced as part of the HD upgrade with bond funds.
- o The **building repair fund** is to cover major costs related to the building such as windows, roof, furnace, AC replacement and painting, carpet replacement etc.
- o The **bond reserve** is currently closed out, as the building was paid off in 2015.
- o The **franchise renewal fund** is a reserve fund for the NMTC's upcoming franchise renewal process. Franchise renewal can be very expensive, with the informal negotiation process costing approximately \$200,000 across a three year period. Moving to a formal negotiation process is more expensive. These costs include needs assessments, consulting, and legal fees. It is anticipated that up to \$100,000 of these funds could be utilized in 2018.

#### Budget

- The recommended operating budget for the organization totals \$1,292,053. This number represents a \$71,589 increase over last year's operating budget. The increase is due entirely franchise renewal related expenses.
- Budgeted capital purchases for 2017 are set at \$409,147. The majority of this amount is dedicated to the HD bond payment of \$229,215. While most of our equipment systems were upgraded in 2017, those upgrades did not include equipment for City channel signal transport or streaming, the editing facilities, field equipment, and miscellaneous items such as microphones, tripods and lights, which require replacing on a more frequent basis. Budgeted items for 2018 include field equipment, Makito X HD video transport systems for Cities, Tightrope streaming servers for Cities, and annual maintenance contracts for City and NMTV Tightrope and Carousel equipment. The total budgeted for video equipment replacement is \$151,932. The capital budget also includes routine computer/software upgrades, and software licenses.
- Franchise fees paid to the cities are budgeted at \$400,000. This is \$55,000 more than was budgeted last year.

#### **Closing Points**

We have created a thriving and dynamic service for our cities, schools, producers, and viewers. Through program playback and channel management, internet streaming of city meetings including an agenda bookmarking tool, computer and network consulting, video equipment consulting, drone services, and video production services, our cities are seeing real benefits from their investment of franchise fees and PEG fees. Our cable subscribers are benefiting from this investment with educational opportunities, tape and film transfer services, and varied, informative and interesting programming regarding their communities.

- We are taking important steps to remain relevant in a media viewing world that expects high quality programming provided in a format that can be utilized on any device.
- 2018 will be a pivotal year for the Commission, as Cities upgrade equipment to the HD format and solutions for channel quality improvement are tested.

# North Metro Telecommunications Commission 2018 FINANCIAL SUMMARY

Estimated Fund Balances/Revenues/Expenditures.

BEGINNI	NG FUND	BALAN	CES

Operating Reserve	\$305,116
Accrued Vac, Sick, Comp	\$121,000
Capital Equip. Fund	\$245,356
Truck Replacement Fund	\$35,014
Bldg Repair Reserve	\$130,000
Franchise Renewal Fund	\$200,000
Bond Reserve	\$0

TOTAL: \$1,036,486

#### **ESTIMATED REVENUES**

Franchise Fees	\$1,220,000
PEG Fees	\$758,000
Other Income	\$20,000
Interest Income	\$3,200
Income From Reserve Funds	\$100,000

TOTAL: \$2,101,200

#### **ESTIMATED EXPENDITURES**

\$1,292,053
\$179,932
\$229,215
\$400,000

TOTAL: \$2,101,200

YEAR END FUND BALANCES		Increase(Decrease)
Operating Reserve	\$323,013	\$17,897
Accrued Vac, Sick, Comp	\$121,000	\$0
Capital Equip. Fund	\$227,459	-\$17,897
Truck Replacement Fund	\$35,014	\$0
Bldg Repair Reserve	\$130,000	\$0
Franchise Renewal Fund	\$100,000	-\$100,000
Bond Reserve	\$0	\$0

TOTAL:	\$936,486 -\$100,00	0

# North Metro Telecommunications Commission Budget Line Item Supporting Information

#### Personnel

- The Personnel line-item decreased by \$6,314. The reduction can be attributed to staff changes in 2017 resulting in employees at lower pay grades. An up-to 2.75% cost of living increase is included in the above total.
- The "limited" part-time production assistant positions earn up to \$420 per month (up to 42 hours per month at \$10 per hour) and are not eligible for health benefits.
   Payroll taxes apply.

#### **Benefits**

- The NMTC employee benefits package is based on the benefits packages offered by the Member Cities to their employees. It is budgeted at \$1,115.00. This is a \$30 per employee, per month increase over the previous year.
- The NMTC's contribution to PERA will remain at 7.5% in 2018.

#### **Administrative Expenses**

- Budgeted administrative expenses are \$71,589 more than 2017. The increase is due entirely to franchise renewal related expenses.
- Tuition and training expenses comply with the revised employee handbook designating \$500 per employee per year for training purposes and to cover the expenses for IT staff's Microsoft and SCALA certification classes.

#### **Production Expenses**

- Budgeted production expenses remain the same as expenses for 2017. It is anticipated that maintenance costs will remain low on the two vehicles.
- All other production expenses remain near the 2017 level.

#### Office Expenses

- Office expenses are budgeted \$3,100 higher than the 2017 level.
- Building maintenance includes the furnace/AC maintenance contract, lawn care, snow removal, carpet and window cleaning, fire inspection, and landscaping and building mechanical services.
- Building utilities include sewer, water, gas, and electric.
- Insurance includes all property, liability, crime, volunteer, vehicle, and monument sign coverage.
- Office supply line item includes all office supplies, and maintenance contracts on printers and copiers.

- The Telephone/Internet/Web Hosting line-item was increased by \$6,000 to reflect anticipated additional costs related to data transport for City video and data. NMTV continues to pay a fee to house video-on-demand content on a remote server. This allows for unlimited simultaneous viewing, without a reduction in speed. We have also incurred more costs with our wireless live transmission of sporting events. This line-item also includes the website maintenance contract, web hosting, telephone costs, and the annual phone software upgrade.
- Postage and subscriptions covers the cost of mailing dubs, equipment for contract maintenance, magazines, newspapers, and other postage for the NMTC.
- Property tax is for the recycling assessment.
- Building cleaning, trash, recycling, and hazardous material disposal/recycling.

#### **Capital Expenditures**

- The 2017 capital budget is set at \$409,147. Over half of this amount is dedicated to the HD bond payment of \$229,215. While the majority of our equipment systems were upgraded to the HD format in 2017, those upgrades do not include the editing facilities, field equipment, and miscellaneous items such as microphones, tripods, and lights that require replacing on a more frequent basis. Additional expenditures include data streaming and video transport systems for Cities that upgrade to HD in 2018, and service contracts for NMTV and City Tightrope servers and Carousel units. The 2018 capital equipment budget is set at \$151,932.
- Office equipment includes routine computer and software upgrades for office computers. It also includes software licensing fees.

#### **Summary**

- Operating expenses have been budgeted at \$71,589 more than in 2017. The increase is due entirely to anticipated franchise renewal expenses.
- Some field production equipment should be replaced in 2018. Other expenditures include Maxito X and Tightrope streaming equipment for transport of City HD signals. The office computer and software line-item remains at \$28,000. The bond payment is set at \$229,215.
- Franchise fees back to Cities are budgeted at \$400,000. This is a \$55,000 increase over the previous year.

# 2018 North Metro Telecommunications Commission Budget

			)		
	2016 ACTUAL	20 BUI	OGET	2018 BUDGET	NOTES
PERSONNEL		Budget	April Act.		
Director Meeting Per Diem	2,970	3,780	810	3,780	
Executive Director (1) FT	79,352	84,715	29,119	87,045	
IT Engineer/ Administrative Asst.	61,818	63,360	21,872	65,103	Rose Valez
Video Engineer (1) FT	61,818	63,360	20,781	62,003	
Sports Director (1) FT	55,578	56,960	19,661	58,527	
News Director (1) FT	55,578	56,960	19,661	58,527	
Programming Coord. (1) FT	50,773	52,054	17,972	53,486	
Ed./Special Projects Coor. (1) FT	50,773	52,054	17,972	53,486	
Municipal Producer (1) FT	50,773	52,054	6,816	40,556	
Sports Producer (1) FT	48,027	52,054	16,072	40,556	
News Producer (1) FT	48,027	52,054	17,866	53,486	
Studio Manager (1) FT \$425 per month PT Assistants	48,027	52,054	17,866	53,486	
20 Hour per Week Assistants	57,489	61,892	21,885	63,595	
Accrued Vacation/Sick/Comp	18,359	28,143	7,802	31,544	Public Access/Sports
Accided Vacation/Sick/Comp	0	0	0		
PERSONNEL TOTAL:	689,361	731,494	236,155	725,180	Up to a 2.75 % COLA increase
BENEFITS					
FICA	51,263	45,119	17,585	44,727	6.2% of gross wages
Medicare		10,552		10,461	1.45% of gross wages
PERA	48,989	54,579	15,740	54,105	7.50% of FT gross wages
Benefits Package	143,843	143,220	58,655	147,180	Health/Dental/STD, LTD, ADD
Workers Compensation	510	5,000	4,529	5,000	
Electronic Filing Charges	1,428	1,500	641	2,000	
BENEFITS TOTAL:	246,033	259,970	97,150	263,473	
				DATA MANAGEMENT OF THE PROPERTY OF THE PROPERT	
					*Benefits package = based on cities \$1,115 per employee/per month
					Increase of \$30 over 2017
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# 2018 North Metro Telecommunications Commission Budget

ADMINISTRATIVE EXPENSES Audit: Commission Audit: Company Conferences Consultants General/Special Meeting Expenses	13,400 0 897	13,000 0	April Act.	15,000	NOTES  Annual audit of Commission finances
Audit: Commission Audit: Company Conferences Consultants	0	0			Annual audit of Commission finances
Audit: Company Conferences Consultants	0	0			Annual audit of Commission finances
Conferences Consultants	63		O I		
Consultants	897			25,000	Audit of Comcast FF payment accuracy
		2,000	0	2,000	NATOA & MACTA conferences
General/Special Meeting Expenses	0	0	0	15,000	Viewer Survey
0 1" 11" 155 1	2,477	3,000	879	3,000	
Government/Legislative Affairs	0	0	0	0	
Legal Fees	12,425	35,000	2,025	65,000	Franchise Renewal Begins 1/1/2018
Membership Dues	2,866	5,000	3,855	5,000	NATOA,MACTA, Sams Club, Arts All.
Mileage Reimbursement	1,812	2,000	265	2,000	
Personnel Recruitment	0	0	0	0	
Tuition and Training	7,041	7,500	0	7,500	IT Cert./Equipment & software usage
Contingency Expenses	0	0	0	0	
ADMINISTRATIVE EX. TOTAL:	40,918	67,500	7,024	139,500	
PRODUCTION EXPENSES					
Advertising/Marketing	7,251	8,000	1,609	8,000	New channel, Cable spots, flyers, supplies
Awards Ceremony/ Entry Fees	6,248	6,000	500	6,300	Trophies, Entry Fees, Ceremony
Bulbs/Batteries/Other Prod. Costs	4,848	5,000	382	5,000	Bulbs, Camera Batt. Duct tape
Interns	4,705	10,000	185	9,000	\$500 stipend for 100 hours of work for 18
Truck/Fleet Vehicle Gas/Oil	1,789	4,500	488	2,500	Prod. Van & fleet vehicles
Truck/Fleet Vehicle Maint/Lic.	1,613	3,000	4,772	2,500	Prod. Van & fleet vehicles
Video Equipment/Parts/Maint.	6,021	6,000	291	8,500	Parts and Maintenance for video equip.
DVDs/Flash Drives/Cases	6,399	7,000	2,490	7,000	DVDs, flash drives
PRODUCTION EX. TOTAL:	38,874	49,500	10,717	48,800	
OFFICE EXPENSES				l l	
Building Maintenance	17,299	23,000	5,416	20,000	Bldg & Prop./Fire Insp./Furn. Contract
Building Security	845	600	136	700	
Building Utilities	23,263	25,000	9,398	25,000	Sewer, Water, Gas & Electric
Insurance	10,476	13,000	12,063	13,000	Liability/property/vehicle/volunteeer
Office Supp./Office Equip. Maint.	11,571	16,500	5,685	16,500	Copier & Fax maint. contracts, Supplies
Phone/Internt Service/Web Hosting	24,170	24,000	8,796	30,000	VOD, Live Streaming, web maint.,bandwidth
Postage/Subscriptions	2,390	3,000	917	3,000	Local papers, dub/packet postage
Property Tax	389	400	389	400	Recycling assessment
Trash/Recycling/Janitorial	5,738	6,500	1,423	6,500	
OFFICE EXPENSES TOTAL:	96,141	112,000	44,223	115,100	
OPERATIONS TOTAL: 1,0	)15,186	1,220,464	395,269	1,292,053	

2018	
North Metro Telecommunications Commission Budget	

North Mo	etro Tele	commu	2018 nication	s Commi	ssion Budget
File and the second sec	2016 ACTUAL	20 BUI	17 OGFT	2018 BUDGET	NOTES
		Budget	April Act.		
CAPITAL EXPENDITURES					
Video Equipment	0	229,486	42,596	151,932	City Makitos, field equipment, streaming servers
Computer/Office Equipment/Sftwre	27,208	28,000	3,998	28,000	office systems, software licenses
Vehicles	0	0	0	0	
Building Expenditures	0	2,500	0	0	***************************************
Bond Payment	260,196	227,850	227,850	229,215	HD Upgrade
CAPITAL EXP. TOTAL:	287,404	487,836	274,444	409,147	
GRAND TOTAL:	1,302,590	1,708,300	669,713	1,701,200	

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Tightrope	Reflect Service	0 - 0 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	800 800 250 150 150 1400 3500 2000 6000 6000 1400 1400 1500	
Tightrope	Reflect Service	- 01 - 1 - 1 - 1 0 - 10 - 1 - 4 4 B B B B B B B B B B B B B B B B B	800 250 150 500 150 1400 3500 2000 6000 6000 1400 1500	
MINICISH Blackmagic  Sam Server Tightrope Fincoder Install Alpha Video Fincoder Install Alpha Video Fincoder Haivision Fincoder	Reflect Service	01	250 150 500 150 1400 1200 3500 2000 6000 6000 500 1400 1500	
am Server Tightrope am Server Tightrope am Server Tightrope an Make and A  Model No. Make  Model No. Make  Model No. Make  Sennheiser	Reflect Service		150 500 150 1400 1200 3500 5000 6000 500 1400 1500 1500	
Tightrope	Reflect Service		500 150 1400 1200 3500 5000 5000 500 1400 1500 1500	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
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Tightrope	Reflect Service		1200 3500 2000 6000 500 1400 1500 Unit Price	
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Alpha Video   Alpha Video   Alpha Video   Haivision   Haivision   Haivision   Haivision   Haivision   Haivision   Haivision   Haivision   Albha Video   Haivision   Ross   Alpha Video   Albha Video   Albha Video   Alpha Video		0 L 8 L L 4 4	2000 6000 500 2000 1400 1500 Unit Price	
Haivision   Haivision     Incoder		- 10 - 10 - 10 A A A A A A A A A A A A A A A A A A	2000 6000 500 2000 1400 1500 Unit Price	
Model No.   Haivision		0 1 1 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	500 2000 1400 1500 Unit Price	
Name   Ross	De-Embedding	4 4 A A A A A A A A A A A A A A A A	2000 1400 1500 Unit Price	140000
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Model No.   APC	Description  Description  Description	4 4 A A A A A A A A A A A A A A A A A A	1400 1500 Unit Price	
Model No.   Make	Description  Description  Description  Description	Oty Oty	Unit Price	
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Model No.   Make	Description  Description	A Dick	Unit Price	
Model No.   Make	Description  Description	QtA	Unit Price	0
Make   Make     YR   Grass Valley     Sennheiser     Sennheiser	Description			Total
Make   Make     YR   Grass Valley     Sennheiser     Sennheiser	Description			0
1YR Grass Valley Sennheiser Sennheiser Sennheiser Sennheiser Sennheiser Audio Technica Audio Technica Sennheiser		740	Unit Drice	Evtondod Drigo
YR Grass Valley   Sennheiser	Dung Sonios Content		0111110	Tatel
Sennheiser   Sennheiser	Dylio sei vice Collifact	-	4000	I oral
Sennheiser	Shotgun Camera Microphone	0	500	1000
NG G3   Sennheiser	Foam Windscreen for ME67 Microphone	4	09	240
ENG G3 Sennheiser  Audio Technica  Audio Technica  Sennheiser  Sennheiser  Sennheiser  SrB  Make  Make	Short Shotgun Mic and Rycote Super-Shield Kit	,	1350	047
Audio Technica  1185 Sennheiser  Sennheiser  Sennheiser  SKB  SKB  Make  Model No. Make	Wireless Microphone Combo System - G (566-608 MHz)	10	850	1200
Sennheiser   Sennheiser   Sennheiser   Sennheiser   SKB	Short Condenser Shotgun Microphone Kit (w/shock mount)	1	000	0071
B-C SkB SkB Model No. Make 10PJF Panasonic	Boundary Layer Microphone with XLR Input	-	250	2007
SKB   SKB	Cardioid Table Boundary Microphone (Black)		250	250
Model No. Make 10PJF Panasonic	18' x 13' x 5' Case w/Cubed Foam	- 4	2000	7000
Model No. Make 10PJF Panasonic			2007	11340
AG-HPX610PJF Panasonic				
Pallasollic		Qty	Unit Price	Total
	Trick AG-CVF15 Viewfinder and Fujinon XA16x8A-XB4 Zoom Lens	-	16000	16000
A I-POMORA A G	I win Leg Aluminum I ripod Kit	1	006	006
A L-D2AD46	04'5' MicroP2 UHS-II Memory Card	2	750	1500
ALL-XP0256RG Dangerin	MicroP2 Memory Card Adapter	1	250	250
Porta Braco	About B Series expressP2 Memory Card for VariCam Series	-	1300	1300
The same of the sa	Chilling Guick Draw Case (Black)	-	650	650
LYOSCO	Z-Head LitePad Vector CCI pagkpagk Xit	-	2400	2400

2018-35   AGIMB-002	4GIMB-002	GoPro	GoPro Karma Grin Gimbal			
					400	400
Public Access	ess					23400
ID No.	Model No	Mako				
100	504HD 536K	Manfrotto	Montpotto F041 ID 114/1700 001	Qty	Unit Price	Total
2018-37	AG-UX90P.I	Panasonic	MKILL Draftonional Company 3-Stage Carbon Fiber Inpod System	-	1300	1300
2018-38	S-DC3B	Dorto Proco	Pristo California California	7	2300	2300
2018-39   IM/D-D16	IWP-D46	Polla Diace	Ugital Carnera Carrying Case (Black with Copper String)	-	200	200
20.00		looliy	Integrated Digital Wireless Audio ENG Basic Kit	8	950	7600
						11400
News Department	artment					
ID No.	Model No.	Make	Description	1		
2018-40	CHDHX-501	GoPro	GoPro Hero 5 Black w/ I CD TouchScreen	ALD,	Unit Price	lotal
2018-41	AGIMB-002	GoPro	Gobro Karma Grin Ginhal		200	200
2018-42	292030808120	Rosco	3-Head LiteDad Vector CCT Location Lighting 12:4	_	400	400
2018-43	92020808120	Rosco	2 Hood LiteDed Vector CCT Books and Williams All	-	3700	3700
		0000	21 Isau Literau vectol COI Backpack Kit	2	2300	4600
Choose						9200
Special Events						
	Model No.	Make	Description	Ş	I Init Drice	Total
	SDSSDXPS-480G-G25	SanDisk	480G SSD Cards for the new Drone	c c	OIIIC	lotal
2018-45 6	664	Sound Devices	Six-Channel Portable Production Mixer and Porta Brace Case Kit	7	300	009
	XT-4	Eartec	COMSTAR XT-4 4-I Iser Full Dunley Mireless Intercom Sustain	-	2400	5400
2018-47 A	ABP-47B	Auray	All minim Telesconing Room Dolo with Interest VI D Cells (72)		3700	3700
	210/9	K&M	Trinod Microphope Stand with Tologonia Boom (7)	-	300	300
2018-49	1897	Andio-Tochnico	ling and Coding Statut With Telescoping Boom (Black)	-	200	200
2018-50 MKF 440	AKE 440	Somboioor	Chile and Gradient Condenser Microphone	2	650	1300
2000	24.	Oct III Icipei	Stereo Snotgun Microphone Kit with Fur Windshield	-	200	200
						12000
Mullicipal						
	Model No.	Make	Description	Oftv	Unit Price	Total
	CT-CC-6	Cable Techniques	Coiled Camera-Mounted Shotgun Microphone Cable	-	20 20	
2018-52 2	2562A002	Canon	EF 28-135mm f/3.5-5.6 IS USM Lens	-	300	30
2018-53 2	2477A002	Canon	Timer Remote Controller TC-80N3		450	400
2018-54 3	3348B001	Canon	LC-E6 Charger for I P-F6 Rattery Pack	-	130	150
2018-55 C		Giottos	Lens Cleaning Kit with Small Bocket Air Blower	-	(2)	75
2018-56 C	C-ALP72UV	Hova	Z2mm alpha MC IV Eller		.70	20
2018-57 A	AGIMB-002	Gobro	Cobra Kama Cia Callata	-	40	40
2018-58   S	SLK-92111 B	l owell	Slim   John 1 Dr. 2 Blondon Kit	-	350	350
	I RW400CBBNA	Lovor	Deficient FIOS Definer All	1	1800	1800
2018-60	71	Markal	Professional USB 3.0 Dual-Slot Reader (UDMA 7)	1	25	25
2010-010-2		Manifotto	BeFree Compact Travel Aluminum Tripod and Advanced Travel Backpack Kit	1	275	275
						3185
Tech Shop	Tech Shop Equipment					
ID No.	Model No.	Make	Document			
				Qty	Unit Price	Total
			Cable Keels, Cable Ends, Small Tools, etc			2000
						2000
Various Small Items	all Items					
ID No.	Model No.	Make	Description		-	F-1-1-1-1
•	-	-	Microphones, Headsets, Monitors, Sheakers, Windscreens, etc.			lotal
			יייייייייייייייייייייייייייייייייייייי			10000
			Grand Total		l	
						151625

# NORTH METRO FRANCHISE FEE HISTORY

	2002	2003	2004	2005	2006	2007	2008	2009	2040	2001	0000				
									20102	1107	7107	2013	2014	2015	2016
Blaine	\$ 263,753.93	\$ 279,208.95	\$319,025.00	\$372,357.22	\$419,605.63	\$451,142.07	\$489,867.99	\$489,867.99	\$507,790.06	\$503,339.13	\$533.294.81	\$567.390.18	\$585 645 60	\$610 AA0 0A	\$600 000 44
Centerville	\$ 17,019.97	\$ 1733534	\$20 586 OC	C7 171 173		00,000							200000	t6.614.6104	\$000,000.44
			00.000,034	- 60	\$51,109.99	930,384.00	\$33,396.69	\$33,396.69	\$34,466.27	\$32,296.67	\$33,949.63	\$35,408.93	\$37,140.41	\$38,397.37	\$43,277.43
Circle Pines	\$ 24,038.71	\$ 26,111.31	\$32,761.00	\$37,791.19	\$42,127.90	\$44,077.04	\$48,214.82	\$48,214.82	\$51,160,77	\$51.388.95	\$52 777 06	\$54 350 50	\$64.304.96	000	
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пат Гаке	\$ 58,094.40	\$ 61,562.41	\$72,454.00	_ 1	\$89,622.56 \$101,055.23	\$110,300.91	\$120,788.01	\$120,788.01	\$126,979.69	\$131,446.66	\$139,834.48	\$147,412.39	\$152 919 27	\$160 540 12	\$474 074 07
avinoton	47 245 45	40 401 00	00000000										17:010:10:4	4100,040.12	16.1.0,41.0
TOWN STORY		86.104,21 \$ 12,467.38	\$13,358.00	\$14,226.57	\$15,843.48	\$16,149.47	\$17,332.08	\$17,332.08	\$17,229.92	\$16,913.54	\$17,630.79	\$19,045.04	\$19,361.48	\$20,666.91	\$21.905.05
Lino Lakes	\$ 78 388 13   \$ 78 656 36	\$ 78 656 36	601 420 00	6400 722 04	00,000		-								
	21.000,00	00:00:00	491,450.00	991,430.00   \$108,733.61   \$124,734.06	\$124,734.06	\$138,088.24	\$154,839.41	\$154,839.41	\$164,197.27	\$164,334.42	\$170,600.73	\$177,278.96	\$182,147.16	\$189,802.00	\$202,824.99
Spring Lake Park	\$ 4187485	41 874 85 \$ 41 883 42	\$45 333 OO	£40 727 24	00 707 00	07 707 114									
	20:1:01:1	71:000:11	945,555,00	940,737.21	\$52,724.02	\$55,191.43	\$58,168.63	\$58,168.63	\$57,343.08	\$58,600.64	\$61,520.23	\$63,916.34	\$65,641.10	\$66,231.13	\$69,664.14
Total Franchise Fee: \$495,385.14		\$517,225,17	\$594.947.00	\$695 940 09	\$783 800 34	CBAE 242 4C	4000 600	000000000000000000000000000000000000000		-					
				2000	200000	60+0,0+0,10	\$322,001.03	\$930,414.06	\$959,167.06	\$958,320.01	\$1,009,600,73	\$1,064,802.34	\$1,097,159.97	\$1,150,155.99	\$1,257,389.25
Increase Over Past Year	\$ 17,758.43	\$ 21.840.03	\$77.721.83	\$100 993 09	\$87 860 22	\$64 E40 OF	477 00 41	01 000 10							
	+		2	20.000,000	77.000,100	401,342.03	911,204.41	\$7,806.43	\$28,753.00	(\$847.05)	\$51,287.72	\$55,194.61	\$32,357.63	\$52,996.02	\$107,233.26
Budget/Other: \$358,410.00	-	\$ 420.319.00	\$474.719.00	\$522 855 00	\$583 800 24	CCAE 242 46	67700 0010	000000							
	-			00000	2000000	9040,040.10	\$1.22,001.03	\$295,029.06	\$620,851.06	\$673,600.01	\$724,608.00	\$744,802.00	\$777,159.90	\$830,156.00	\$912,389.25
Back to Cities:	\$136,975.14	\$ 96,906.17	\$120,228.00	\$173.085.09	\$200,000,00	\$200,000,000	6200 000 00	00 100 100	00000						
					00:000	4500,000,00	+	00.000,000	\$338,316.00	\$284,720.00	\$284,999.73	\$320,000.34	\$320,000.00	\$320,000.00	\$345,000.00
								_							



#### Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: July 12, 2017

Subject: US Solar Sunscription Proposal

The City Council, at its June 19 meeting, authorized staff to invite a representative from US Solar to give a presentation on a "Sunscription" proposal for a new community solar garden being proposed for construction.

David Watts, US Solar, will be in attendance to give an overview of US Solar and the Sunscription concept, as well as answer any questions the City Council may have.

As I reported at the June 19, 2017 meeting, there is the possibility of significant savings by purchasing credits from US Solar to be applied on the City's Xcel utility bill. See the tables below for more information.

#### General Service Meters

			2		3		4		5		6-10		11-15		16-20		21-25		TOTAL
	1,215,885	1	1,209,805	1	,203,756		1,197,737		1,191,749	47	5,869,956		5,724,667	- 1	5,582,974	5	,444,789	28	,641,318
S	0.12296	\$	0.12553	\$	0.12817	\$	0.13088	\$	0.13365	S	0.14243	S	0.15852	\$	0.17672	\$	0.19732	\$	0.15978
S	(0.1199)	\$	(0.1199)	\$	(0.1199)	\$	(0.1199)	\$	(0.1199)		(0.1199)		(0.1199)		(0.1199)		(0.1199)	\$	(0.1199)
S	0.0031	\$	0.0056	\$	0.0083	\$	0.0110	\$	0.0137	\$	0.0225	S	0.0386	\$	0.0568	\$	0.0774	\$	0.0399
\$	3,721	\$	6,816	\$	9,958	\$	13,147	\$	16,385	\$	132,258	\$	221,086	\$	317,239	\$	421,520	\$1	,142,130
	\$ \$ <b>\$</b>	\$ 0.12296 \$ (0.1199) \$ 0.0031	\$ 0.12296 \$ \$ (0.1199) \$ \$ 0.0031 \$	\$ 0.12296 \$ 0.12553 \$ (0.1199) \$ (0.1199) \$ 0.0031 \$ 0.0056	\$ 0.12296 \$ 0.12553 \$ \$ (0.1199) \$ (0.1199) \$ \$ 0.0031 \$ 0.0056 \$	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ 0.0031 \$ 0.0056 \$ 0.0083	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ \$ 0.0031 \$ 0.0056 \$ 0.0083 \$	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ 0.13088 \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ 0.0031 \$ 0.0056 \$ 0.0083 \$ 0.0110	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ 0.13088 \$ \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ \$ 0.0031 \$ 0.0056 \$ 0.0083 \$ 0.0110 \$	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ 0.13088 \$ 0.13365 \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ 0.0031 \$ 0.0056 \$ 0.0083 \$ 0.0110 \$ 0.0137	\$ 0.12296 \$ 0.12553 \$ 0.12817 \$ 0.13088 \$ 0.13365 \$ \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ (0.1199) \$ 0.0031 \$ 0.0056 \$ 0.0083 \$ 0.0110 \$ 0.0137 \$	1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956       \$ 0,12296     \$ 0,12593     \$ 0,12535     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243       \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)       \$ (0,0031)     \$ (0,0056)     \$ (0,0083)     \$ (0,0110)     \$ (0,0137)     \$ (0,0225)	1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     !       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$       \$ (0,1199) <td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667           \$ 0.12296         \$ 0.12595         \$ 0.12595         \$ 0.12595         \$ 0.1259         \$ 0.14243         \$ 0.15852           \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)           \$ (0.038)         \$ 0.0031         \$ 0.0056         \$ 0.0083         \$ 0.0110         \$ 0.0137         \$ 0.0225         \$ 0.0386</td> <td>1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     5,724,667     !       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$ 0,15852     \$       \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)       \$ (0,0031)     \$ (0,0056)     \$ (0,0083)     \$ (0,0110)     \$ (0,0137)     \$ (0,0225)     \$ (0,0386)</td> <td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974           \$ 0.12296         \$ 0.12553         \$ 0.12817         \$ 0.13088         \$ 0.13365         \$ 0.14243         \$ 0.15852         \$ 0.17672           \$ (0.1199)<td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5           \$ 0.12296         \$ 0.12595         \$ 0.12595         \$ 0.12636         \$ 0.16852         \$ 0.17672</td><td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5,444,789           \$ 0,12296         \$ 0,12553         \$ 0,12817         \$ 0,13088         \$ 0,13365         \$ 0,14243         \$ 0,15852         \$ 0,17672         \$ 0,19732           \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)           \$ 0,0031         \$ 0,0056         \$ 0,0083         \$ 0,0110         \$ 0,0137         \$ 0,0225         \$ 0,0386         \$ 0,0568         \$ 0,0774</td><td>1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     5,724,667     5,582,974     5,444,789     28       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$ 0,15862     \$ 0,17672     \$ 0,19732     \$ 0,1993       \$ (0,1199)&lt;</td></td>	1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667           \$ 0.12296         \$ 0.12595         \$ 0.12595         \$ 0.12595         \$ 0.1259         \$ 0.14243         \$ 0.15852           \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)         \$ (0.1199)           \$ (0.038)         \$ 0.0031         \$ 0.0056         \$ 0.0083         \$ 0.0110         \$ 0.0137         \$ 0.0225         \$ 0.0386	1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     5,724,667     !       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$ 0,15852     \$       \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)     \$ (0,1199)       \$ (0,0031)     \$ (0,0056)     \$ (0,0083)     \$ (0,0110)     \$ (0,0137)     \$ (0,0225)     \$ (0,0386)	1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974           \$ 0.12296         \$ 0.12553         \$ 0.12817         \$ 0.13088         \$ 0.13365         \$ 0.14243         \$ 0.15852         \$ 0.17672           \$ (0.1199) <td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5           \$ 0.12296         \$ 0.12595         \$ 0.12595         \$ 0.12636         \$ 0.16852         \$ 0.17672</td> <td>1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5,444,789           \$ 0,12296         \$ 0,12553         \$ 0,12817         \$ 0,13088         \$ 0,13365         \$ 0,14243         \$ 0,15852         \$ 0,17672         \$ 0,19732           \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)           \$ 0,0031         \$ 0,0056         \$ 0,0083         \$ 0,0110         \$ 0,0137         \$ 0,0225         \$ 0,0386         \$ 0,0568         \$ 0,0774</td> <td>1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     5,724,667     5,582,974     5,444,789     28       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$ 0,15862     \$ 0,17672     \$ 0,19732     \$ 0,1993       \$ (0,1199)&lt;</td>	1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5           \$ 0.12296         \$ 0.12595         \$ 0.12595         \$ 0.12636         \$ 0.16852         \$ 0.17672	1,215,885         1,209,805         1,203,756         1,197,737         1,191,749         5,869,956         5,724,667         5,582,974         5,444,789           \$ 0,12296         \$ 0,12553         \$ 0,12817         \$ 0,13088         \$ 0,13365         \$ 0,14243         \$ 0,15852         \$ 0,17672         \$ 0,19732           \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)         \$ (0,1199)           \$ 0,0031         \$ 0,0056         \$ 0,0083         \$ 0,0110         \$ 0,0137         \$ 0,0225         \$ 0,0386         \$ 0,0568         \$ 0,0774	1,215,885     1,209,805     1,203,756     1,197,737     1,191,749     5,869,956     5,724,667     5,582,974     5,444,789     28       \$ 0,12296     \$ 0,12553     \$ 0,12817     \$ 0,13088     \$ 0,13365     \$ 0,14243     \$ 0,15862     \$ 0,17672     \$ 0,19732     \$ 0,1993       \$ (0,1199)<

#### Small General Service Meters

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	163,078	162,262	161,451	160,644	159,840	787,294	767,807	748,803	730,269	3,841,449
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)	\$ (0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	0.0278	0.0478	0.0705	0.0961	\$ 0.0505
Net Value	\$ 584	\$ 1,100	\$ 1,624	\$ 2,156	\$ 2,696	\$ 21,873	\$ 36,687	\$ 52,721	\$ 70,111	\$ 189,552

#### Total Savings

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	1,378,962	1,372,067	1,365,207	1,358,381	1,351,589	6,657,250	6,492,475	6,331,778	6,175,058	32,482,767
Net Value	\$ 4,304	\$ 7,916	\$ 11,582	\$ 15,303	\$ 19,081	\$ 154,132	\$ 257,773	\$ 369,960	\$ 491,631	\$1,331,682
Assumes 2.5% escalation to ARR, 0.5% degradation in	subscribed ener	av								

Staff is seeking direction from the City Council on how to proceed. If the City Council is comfortable with the concept, a motion to approve the agreement between the City and US Solar would be in order.

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

#### **UNITED STATES SOLAR CORPORATION**



# Sunscription<sup>SM</sup> Agreement

City of Spring Lake Park

July 13, 2017

# Background

#### Who is US Solar?

US Solar is a solar developer and owner/operator that specializes in community solar markets, including our primary market of Minnesota. Much of our staff was raised in Minnesota and graduated from the University of Minnesota. US Solar is a small team headquartered in Minneapolis.





#### **Experience**

The US Solar team provides an unparalleled combination of experience and local roots. Our team has a proven track record of success, including the development and financing of solar projects with a notional value of over \$1 billion. US Solar management has completed over 105 MW of solar projects across commercial and utility scale, in several states including Arizona, California, Massachusetts, North Carolina, and New York. US Solar has 82 Solar Gardens currently under development in Minnesota's program.

#### What is a Sunscription?

A Sunscription is an agreement with US Solar designed to provide you with significant and long-term savings through your Xcel Energy bill. Xcel Energy credits our subscribers' bills for supporting renewable energy. Our subscribers pay a subscription rate to US Solar in order to receive those bill credits. So long as the bill credit is larger than the subscription rate, Spring Lake Park saves money.

# **Existing Public Subscribers**

As a small team, we present a fair agreement, to reduce the back-and-forth required with attorneys. The following public entities vetted and signed the same agreement we offer to you.

#### **School Districts**

- Robbinsdale Schools
- Becker Schools
- Watertown-Mayer Public Schools
- Hopkins Schools
- Sartell-St. Stephen Schools
- Sibley East Schools
- Orono Schools
- Cannon Falls Area Schools

#### **Other**

- University of Minnesota
- Met Council Transit
- Met Council Enviro

#### **Cities**

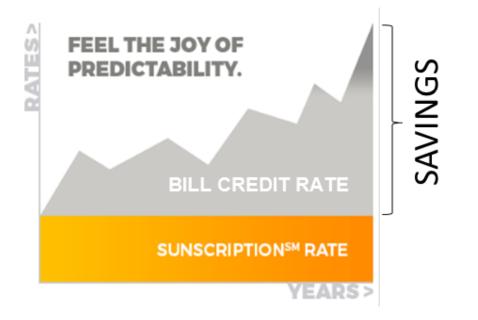
- City of St. Cloud
- City of Rogers
- City of Robbinsdale
- City of Shafer
- City of Lexington
- City of Minneapolis
- City of Annandale
- City of Chanhassen
- City of Edina
- City of St. Anthony
- City of Plato
- City of Silver Lake



# **Executive Summary**



	General Service	Small General Service
2017 Bill Credit	\$0.12296/kWh	\$0.14798/kWh
Subscription Rate	\$0.1199/kWh	\$0.1444/kWh



# Financial Analysis • Bill Credit - Subscription Rate = Savings

- \$1,331,682 total
- \$4,304 in year one

**General Service** 

Years	1	2		3		4		5		6-10		11-15		16-20		21-25		TOTAL
Subscribed Energy (kWh)	1,215,885	1,209,8	05	1,203,756	1	,197,737	1	,191,749	5	5,869,956	5,	724,667	5	,582,974	5	,444,789	(7	28,641,318
Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.125	53	\$ 0.12817	\$	0.13088	\$	0.13365	\$	0.14243	\$	0.15852	\$	0.17672	\$	0.19732	\$	0.15978
Subscription Rate (\$/kWh)	\$ (0.1199)	\$ (0.11	99)	\$ (0.1199)	\$	(0.1199)	\$	(0.1199)		(0.1199)		(0.1199)		(0.1199)		(0.1199)	\$	(0.1199)
Average Net Value (\$/kWh)	\$ 0.0031	\$ 0.00	56	\$ 0.0083	\$	0.0110	\$	0.0137	\$	0.0225	\$	0.0386	\$	0.0568	\$	0.0774	\$	0.0399
Net Value	\$ 3,721	\$ 6,8	16	\$ 9,958	\$	13,147	\$	16,385	\$	132,258	49	221,086	\$	317,239	49	421,520	\$	1,142,130

Small General Service

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	163,078	162,262	161,451	160,644	159,840	787,294	767,807	748,803	730,269	3,841,449
Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Subscription Rate (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)	\$ (0.1444)
Average Net Value (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	0.0278	0.0478	0.0705	0.0961	\$ 0.0505
Net Value	\$ 584	\$ 1,100	\$ 1,624	\$ 2,156	\$ 2,696	\$ 21,873	\$ 36,687	\$ 52,721	\$ 70,111	\$ 189,552

Total

Note: You have two different types of meters, but the savings margin

between bill credit and subscription rate is about equal.

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	1,378,962	1,372,067	1,365,207	1,358,381	1,351,589	6,657,250	6,492,475	6,331,778	6,175,058	32,482,767
Net Value	\$ 4,304	\$ 7,916	\$ 11,582	\$ 15,303	\$ 19,081	\$ 154,132	\$ 257,773	\$ 369,960	\$ 491,631	\$ 1,331,682

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

	Rate of Xcel Rate and Bill Credit Rate Increase								
	0.0%	1.0%	2.0%	2.5%	3.0%	4.0%	5.0%		
Expected Savings	\$ 101, 395	\$ 537,666	\$1,046,285	\$ 1, 331, 682	\$1,640,195	\$ 2,334,690	\$ 3, 147, 832		

### CERTs Evaluates Met Council RFP

#### **Background**

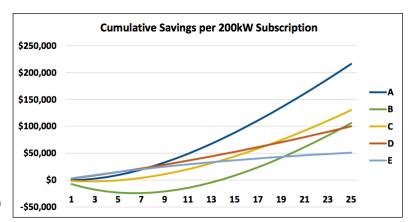
The Met Council facilitated a collaborative RFP to subscribe 180 MW and selected winners on behalf of dozens of municipalities. 5 offers were shortlisted, and US Solar was a big winner of this proposal. Clean Energy Resource Teams (CERTs) independently evaluated this process.





Payment Structure	Developer	Starting Rate	Escalator	Discount Amount	Rate Floor
Fired	Α	\$0.1179	0.00%	N/A	N/A
Fixed	В	\$0.1395	0.00%	N/A	N/A
Facalatad	С	\$0.1220	1.00%	N/A	N/A
Escalated	Escalated D		2.50%	N/A	N/A
Discounted	E	\$0.1074*	N/A	\$0.010	N/A

<sup>\*</sup> The starting rate is automatically calculated based on the Discount Amount (\$0.1074 is 1 cent less than the 2016 Bill Credit Rate of \$0.1174)



CERTs concluded that Developer A, US Solar, provided the greatest expected savings. Since CERTs came to that conclusion, the bill credit rose and our subscription rate decreased.

# Next Steps

#### **Agreement**

Spring Lake Park reviewed the fully-executable agreement from US Solar and provided recommended changes. US Solar made changes to our form agreement, which was sent to the Attorney and Council. If the Council approves the Sunscription, we just need a signature on that updated agreement.

#### **Administrative**

After the agreement is signed, US Solar will work with city staff and Xcel Energy to confirm all account information and eligibility of Premises. US Solar can provide monthly updates about the development and construction of the related Solar Gardens. We expect to begin construction on them this year.

#### Feel the Joy of Predictability

Once the Solar Gardens are online, Spring Lake Park will begin receiving bill credits and making Sunscription payments. Because the Sunscription rate is locked in for 25 years, the City can feel the joy of predictability, as the savings increase.



























#### UNITED STATES SOLAR CORPORATION

## THANK YOU

We look forward to providing the City of Spring Lake Park with significant savings and long-term price certainty.



#### **US Solar Flat Rate Sunscription<sup>SM</sup> Agreement**

This Flat Rate Sunscription<sup>SM</sup> Agreement (this "**Agreement**") is entered into by and between US Solar LLC (together with its successors and assignees, "US Solar" or "we") and the Subscriber described below (together with any permitted transferees, "Project Subscriber" or "you") (each a "**Party**" and collectively the "**Parties**") and is effective as of the date signed by the Parties (the "**Effective Date**").

Project Subscriber:			US Solar™:	
Name and Address	City of Spring Lake I 1301 81 <sup>st</sup> Ave NE Spring Lake Park, M Attention: Daniel Buch	IN 55432	Name and Address	US Solar LLC 100 N 6 <sup>th</sup> Street, Suite 218C Minneapolis, MN 55403 Attention: MN CSG Notices
Phone	763-784-6491		Phone	(612) 294-6978
E-mail	dbuchholtz@slpmn.d	org	E-mail	info@us-solar.com
Premises and Account Numbers	Account Number 51-0011203094-6 51-0380669-1 51-4600638-6 51-5003374-2 51-5205328-4 51-5441935-9 51-5441935-9 51-5592637-7 51-5946798-2 51-6621272-0 51-6737993-7 51-6774519-1 51-7762546-0 51-5778331-2 51-4813034-7	Premises 304563853 304272590 303608388 302531423 302597418 302884424 303426294 302959164 302360467 302941746 303382215 303289484 303410750 303878405 303642936 303737968 304007349 303030398 302613100		
Community Solar	Project Subscriber's	average annual	electricity co	«Wh, equal to 120% of nsumption ("AAEC") (net of g a relevant Premises) over



Garden	the prior twenty-four (24) months with respect to its eligible Account and
Allocation	Premises numbers, allocated to multiple projects.

This Agreement sets forth the terms and conditions of your subscription to the Community Solar Garden(s) described in <u>Exhibit B</u> (individually and collectively, as context requires, a "**Project**") and installed at the Community Solar Garden Site(s) described in <u>Exhibit B</u> (individually and collectively, as context requires, a "**Project Site**"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Standard Contract for Solar Rewards Community contract ("**SRC Contract**").

The exhibits listed below are incorporated by reference and made part of this Agreement.

Exhibit A Definitions
Exhibit B Project(s) and Project Site(s)
Exhibit C Bill Credit Types, Current Bill Credit Rates, and Current Sunscription<sup>SM</sup> Rates
Exhibit D Estimate of Subscribed Energy
Exhibit E [Reserved]
Exhibit F Form of SRC Contract
Exhibit G Form of Agency Agreement
Exhibit H Project Subscriber Data

#### ARTICLE 1 SUBSCRIPTION

- 1.1 <u>Subscribing to Project Capacity.</u> You are subscribing to the Community Solar Garden Allocation ("**CSG Allocation**") identified for each Project on the front page of this Agreement on the terms and conditions set forth herein.
- 1.2 <u>Bill Credit Value</u>. As more fully detailed in the SRC Contract, your CSG Allocation entitles you to receive a Bill Credit against your monthly retail electrical bill equal to the product of (i) the amount of your Subscribed Energy for each Production Month, and (ii) your applicable Bill Credit Rate. Bill Credits are the dollar amounts paid by NSP to you as a credit on your retail electric bill to compensate you for your beneficial share of the solar electricity produced by the Project and delivered to NSP from the Project.
- 1.3 <u>Bill Credit Rate</u>. Bill Credit Rates are found in the CSG Tariff. The Bill Credit Rates in effect as of the Effective Date are as follows:

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for
		Energy Delivered to Company
Small General Service	Standard	\$0.12798
Small General Service	Enhanced – Solar Gardens > 250kW (AC)	\$0.14798
General Service	Standard	\$0.10296
General Service	Enhanced – Solar Gardens > 250kW (AC)	\$0.12296

Your Bill Credit Rate will be updated annually (or otherwise as provided by order of the MPUC) during the Term only to reflect any updates in the applicable retail rate (labeled the "Standard" rate in the chart above) with respect to your customer class, as reflected in the CSG Tariff. The amount of the CSG "Enhanced" rate premium over the Standard rate reflects the value



of the Project's RECs sold and delivered by us to NSP. Per the CSG Tariff, the amount of CSG "Enhanced" rate premium over the Standard rate will not change over the Term. Please see Exhibit C for your account by account Bill Credit Type, current Bill Credit Rates, and current Sunscription<sup>SM</sup> Rates.

- 1.4 <u>Subscribed Energy</u>. The estimated amount of Subscribed Energy produced by your CSG Allocation over the Term is set forth in Exhibit D.
  - 1.5 Sunscription<sup>SM</sup> Rate and Payments.
  - (a) Your Sunscription<sup>SM</sup> Rate for each Project for each Production Month shall be equal to \$0.1199/kWh for each of your General Service accounts and \$0.1444/kWh for each of your Small General Service accounts. Please see Exhibit C for additional details about Bill Credit types, current Bill Credit Rates, and current Sunscription<sup>SM</sup> Rates.
  - (b) The monthly payment amount you owe to US Solar (each, a "Sunscription<sup>SM</sup> Payment") is equal to the product of (i) your Subscribed Energy produced in a given Production Month, and (ii) your Sunscription<sup>SM</sup> Rate.
  - (c) Sunscription<sup>SM</sup> Payments will be invoiced monthly, beginning the first month after the Date of Commercial Operation ("**COD**") of each particular Project, and you agree to make the full monthly Sunscription<sup>SM</sup> Payment within thirty (30) days of receiving our invoice.
- 1.6 <u>No Additional Funds</u>. The Sunscription<sup>SM</sup> Payments represent full payment by you for your CSG Allocation subscription, and we shall not have any right to compel you to advance or pay any additional funds for the construction or maintenance of the Project or your CSG Allocation.
- 1.7 <u>Ownership Limitation</u>. Project Subscriber is not purchasing, and US Solar is not selling or transferring to Project Subscriber:
  - (a) Any ownership or lien in any specific modules or tangible component of the Project;
  - (b) Any ownership or membership interests or rights in US Solar or any entity which owns or may subsequently own the Project (for each Project, a "**Project Owner**") or any financial rights or distributions associated with such ownership:
  - (c) Any right to any payment by NSP to US Solar or the Project Owner with respect to Unsubscribed Energy;
  - (d) Any right to manage, direct, control or operate the Project, US Solar or Project Owner; or
  - (e) Any RECs produced by the Project or any payment by NSP to US Solar or Project Owner with respect to the RECs.
- 1.8 <u>Term</u>. The term of the Agreement ("**Term**") shall begin on the Effective Date and shall end, with respect to each Project, twenty five years after the COD of such Project unless otherwise provided for in this Agreement or to allow for any extension provided under the related SRC Contract.



#### ARTICLE 2 STANDARD CONTRACT FOR SOLAR REWARDS COMMUNITY

- 2.1 <u>SRC Contract</u>. With respect to each Project, US Solar or the applicable Project Owner will enter into the SRC Contract once offered by NSP. Please see Exhibit F for the form of SRC Contract. Among other things, the SRC Contract provides for the following:
  - (a) US Solar acting as the Community Solar Garden Operator;
  - (b) Sale and delivery to NSP of all electricity and RECs generated by the Project for a term of twenty five (25) years;
  - (c) Allocation to Subscribers by NSP of Bill Credits in exchange for delivery by US Solar, or the applicable Project Owner, of the electricity and RECs generated by the Project; and
  - (d) US Solar ensuring compliance with the Community Solar Garden Statutory Requirements ("**Eligibility Requirements**"), which include eligibility requirements relating to both the Project and Subscribers.
- 2.2 <u>Subscriber Agency Agreement and Consent Form.</u> Attached to the SRC Contract is a Subscriber Agency Agreement and Consent Form ("**Agency Agreement**") that you will be required to sign. Please see Exhibit G for the form of Agency Agreement. Among other things, the Agency Agreement provides for the assignment of energy and RECs to NSP and provides information regarding the following:
  - (a) Data access, control, and disclosure;
  - (b) Contacting NSP about certain questions regarding your Bill Credits; and
  - (c) Contacting US Solar about questions regarding this Agreement, NSP's data policies, and Project-related items.

#### ARTICLE 3 ELIGIBILITY AND EXCESS BILL CREDIT PURCHASE

- 3.1 <u>Eligibility Data</u>. You acknowledge that the account data contained in Exhibit H is complete and accurate and that US Solar may use the data for purposes of confirming your conformance with the applicable Eligibility Requirements. You agree to provide US Solar and the applicable Project Owner with any additional information we request to determine, verify, or confirm your eligibility at any time during the Term.
- 3.2 <u>Authorization to Access Data</u>. You authorize US Solar and the applicable Project Owner to use all eligibility data set forth in Exhibit H, as well as your electric bills for each Eligible Address for the most recent twenty-four (24) months, to assist US Solar and the applicable Project Owner in confirming your eligibility.
- 3.3 <u>Credit Information</u>. Subject to the confidentiality and privacy provisions of Section 8.1, you agree to provide US Solar with information reasonably necessary for US Solar, the Project Owner, or its Financing Parties to confirm your creditworthiness.
- 3.4 <u>Excess Bill Credit Purchase</u>. As per the SRC Contract, any excess Bill Credits (i.e., Bill Credits in a billing period that exceed the amount you owe NSP for your regular retail service in that period) will be carried forward and credited against all charges for at least a twelve



(12) month cycle. Under the SRC Contract, NSP will be required to purchase from you all such Bill Credits with the billing statement that includes the last day of February and restart the credit cycle the following period with a zero credit balance.

#### ARTICLE 4 US SOLAR RESPONSIBILITIES

- 4.1 <u>Design and Implementation</u>. We agree to develop, design, finance and construct the Project(s), including, but not limited to, site acquisition, the filing of interconnection applications and procurement of an interconnection agreement with NSP, the selection and procurement of Project components, and the installation and testing of all Project components.
- 4.2 <u>Application Process</u>. We shall submit each Project to NSP for approval as a Community Solar Garden ("**CSG**") in accordance with the CSG Tariff and shall provide all information required by NSP to determine the completeness of our application and technical viability of each Project. Once offered by NSP, we (or the applicable Project Owner) shall enter into the SRC Contract, interconnection agreement, and other agreements with NSP that may be necessary to qualify each Project as a CSG and for the Project to operate and deliver energy to NSP.
- 4.3 <u>Timeliness</u>. In keeping with the time requirements set forth in the SRC Contract, we shall use commercially reasonable efforts to finish construction and installation of each particular Project within twenty four (24) months after NSP has deemed complete our CSG application with respect to such Project.
- 4.4 <u>Eligibility Compliance</u>. US Solar is responsible for confirming compliance with the Eligibility Requirements, including verification of the eligibility information you have provided to US Solar.
- 4.5 <u>Maintenance</u>. We will maintain the Project in a prudent manner and in accordance with industry standards throughout the Term. We will provide you with notice of any material repair or replacement event that is reasonably anticipated to exceed one hundred eighty (180) days.
- 4.6 <u>Insurance</u>. We will maintain insurance consistent with the requirements of the SRC Contract and/or any Financing Party, and shall use commercially reasonable efforts to name Project Subscriber as an additional insured with respect to commercial general liability insurance procured in connection therewith.
- 4.7 <u>Performance Ratio Guarantee</u>. Commencing at the end of the third calendar year following the year in which the last Project reaches COD, we guarantee that the average annual Subscribed Energy produced during the prior (3) calendar years ("Average Annual Production"), shall not be less than eighty-five percent (85%) of your Estimate of Subscribed Energy, as enumerated in Exhibit D, and as adjusted for weather and Force Majeure events ("Guaranteed Production"), for the applicable calendar year. In the event your Average Annual Production does not equal or exceed the Guaranteed Production, we will pay you an amount equal to one thousand dollars (\$1,000.00) within forty five (45) days following the end of the applicable calendar year.



#### ARTICLE 5 FURTHER INFORMATION

- 5.1 <u>Unsubscribed Energy</u>. Unsubscribed Energy will be purchased by NSP from the Project in accordance with the SRC Contract and Applicable Laws.
- 5.2 <u>Reserves</u>. US Solar will establish reserve funds available for use to maintain the Project and pay Project operating expenses such as taxes, maintenance, insurance, and management services for the Term.
  - 5.3 Other Agreements and Documents.
  - (a) Upon your request we will provide the following when and as available:
    - Copy of the SRC Contract between NSP and the Project Owner;
    - ii. Copy of the solar module warranty:
    - iii. Certificate(s) of insurance; and
    - iv. Long-term maintenance plan.
  - (b) We will provide you with any other information that you may request, or that we may be required to deliver, under the CSG Tariff.
  - (c) You agree to sign an acknowledgment of receipt of any such materials.
- 5.4 <u>Information Sharing</u>. The Parties acknowledge the Agency Agreement contains certain provisions relating to "Subscriber Account Information" and "Subscriber's Energy Use Data" and agree to adhere to those provisions.
- 5.5 <u>Fair Disclosure</u>. You acknowledge that, prior to entering into this Agreement and becoming a Subscriber, we fairly disclosed to you the future potential costs and benefits of your Subscription and provided you with a copy of the SRC Contract. US Solar will comply with all other requirements of the MPUC and CSG Tariff with respect to communications with you.
- 5.6 <u>Taxes</u>. You recognize that neither we nor NSP makes any representations or warranties concerning the taxable consequences, if any, to you with respect to your Bill Credits, your Sunscription<sup>SM</sup> Payments, or your participation in the Project. We are responsible for paying the Minnesota Solar Energy Production Tax, if any, as in effect as of the Effective Date under Minnesota Statutes 272.0295. We are also responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes and any and all franchise fees or similar fees assessed against us due to our ownership of the Project. We are not obligated for any taxes payable by or assessed against Project Subscriber based on or related to Project Subscriber's overall income or revenues. You are responsible to either pay or reimburse us for any and all other Taxes assessed on the, sale, delivery, or consumption of your Subscribed Energy or your Bill Credits.
- 5.7 <u>Securities Laws</u>. Neither we nor NSP makes any representations or warranties concerning the implication of any federal or state securities laws with respect to this Agreement or your CSG Allocation. Neither this Agreement nor your CSG Allocation has been registered under the Securities Act of 1933, as amended, or any state securities laws. US Solar does not



believe this Agreement or the CSG Allocation constitute a security governed by such laws but, in the event any such securities laws may apply, Project Subscriber represents that, as of the Effective Date, it is an "accredited investor" as that term is defined in Rule 501 of the Securities and Exchange Commission under the Securities Act of 1933, as amended. Project Subscriber agrees that it is not entering into this Agreement or acquiring the Bill Credits for the purpose of making a market in such interests or trading them on any securities market or equivalent thereof which might fall within the scope of such laws. You are urged to seek your own professional advice on these matters.

#### ARTICLE 6 TRANSFERABILITY

- 6.1 <u>General</u>. This Agreement and your Bill Credits are your personal property. Your ability to continue to receive Bill Credits is dependent upon your continuing compliance with the applicable Eligibility Requirements and your payment of the Sunscription<sup>SM</sup> Payments. This Agreement and the Bill Credits are transferable only as set forth below. This Agreement and the Bill Credits are not transferable by you, whether voluntarily or by operation of law, at any time when you are in default under this Agreement, unless as approved by US Solar.
- Sale or Transfer to Other Eligible Subscribers. You may voluntarily sell or transfer this Agreement, or any portion of your CSG Allocation (but not less than the minimum set by Eligibility Requirements), for any reason (but not more than once in any twelve (12) month period) and to any person or entity who, at the time of the sale or transfer meets applicable Eligibility Requirements for the relevant Project(s). Any amounts you collect from a transferee in respect of your transfer of this Agreement, or any portion of your CSG Allocation, belongs to you. Neither US Solar nor a Project Owner will have any claim or right to any such amounts you may receive.

Your sale or transfer of your CSG Allocation for any Project is expressly conditioned upon:

- (a) US Solar receiving at least ninety (90) days' prior written notice identifying the prospective purchaser or transferee, providing the physical address at which it takes electric service from NSP, the NSP account number and all other information needed to determine its eligibility to be a Subscriber, as well as any other subscriptions in the relevant Project or other CSGs held by the proposed transferee, and any solar facility owned or leased by the proposed transferee at the address associated with the proposed transfer;
- (b) Receipt by US Solar of authorizations from the proposed transferee needed to access their NSP account data, and receipt by US Solar of usage data at the proposed transferee's address needed to calculate its historic electrical usage;
- (c) Determination by US Solar that the proposed transferee is eligible to be a Subscriber in the relevant Project and that its participation as a Subscriber will not cause the Project to fail any Eligibility Requirement or otherwise fail to comply with any Applicable Laws or contractual obligations to NSP;
- (d) The proposed transferee's (i) express written assumption of this Agreement or execution and delivery of a new subscription agreement with US Solar as to the CSG Allocation on terms reasonably acceptable to US Solar, including the cure of



any prior defaults arising under this Agreement; and (ii) execution of an Agency Agreement or any other document reasonably required by US Solar or NSP to effectuate the transfer and maintain compliance with the Eligibility Requirements;

- (e) The proposed transferee meeting our credit requirements; and
- (f) US Solar receiving any applicable Cover Cost Amount from Project Subscriber.

US Solar shall notify NSP of any such transfer so that NSP may change the applicable Subscriber benefits to apply to the transferee's retail NSP electric account.

Upon a notice of intended transfer or sale of Subscriber's CSG Allocation, US Solar shall pursue review and facilitation of the same with diligence.

- 6.3 Relocation/Sale of Eligible Address.
- (a) If during the Term you move from an Eligible Address and are no longer the NSP account-holder at that address, you may transfer all or part of your CSG Allocation to another Eligible Address of yours (new or existing) conditioned on the following:
  - i. You provide us with at least ninety (90) days' notice of such transfer; and
  - ii. We determine that the new address, including the prior electrical usage at that address, will allow for the transferred CSG Allocation to continue to meet the applicable Eligibility Requirements.
- (b) If during the Term you move from or sell an Eligible Address and are no longer the NSP account-holder at that address, and you are not relocating to a new Eligible Address or do not have sufficient subscription capacity an another Eligible Address, before moving you must either:
  - i. Sell or transfer the relevant portion of your CSG Allocation in accordance with Section 6.2. If requested by you, we will use commercially reasonable efforts for up to one hundred eighty (180) days to assist you in this process; or
  - ii. Cancel the relevant portion of your CSG Allocation pursuant to Section 10.1 (a)(iii) below.
- (c) You are obligated to maintain compliance with the applicable Eligibility Requirements and to notify us if you plan to be out of compliance. You acknowledge that your failure to maintain compliance with the applicable Eligibility Requirements may result in NSP not paying you Bill Credits and our cancellation of the relevant CSG Allocation.
- (d) This Agreement confers to us no right to interfere with, or require our consent to, your sale or transfer of your real property.

#### ARTICLE 7 FINANCING



- Consent. We may, without your prior consent, in whole or in part, (i) assign, mortgage, pledge or otherwise collaterally assign our interests in this Agreement and the Project to any Financing Party, (ii) directly or indirectly assign this Agreement and the Project to a Project Owner or an affiliate or subsidiary of ours, (iii) assign this Agreement and the Project to any entity through which we are obtaining financing or capital for the Project; and (iv) assign this Agreement and the Project to any person succeeding to all or substantially all of our assets. In the event of any such assignment (other than a collateral assignment), we shall be released from all our liabilities and other obligations under this Agreement (only upon complete assumption of our obligations hereunder by the assignee). However, any assignment of our rights and/or obligations under this Agreement. A Financing Party may assign its interest at any time, and without your consent, to another person or another Financing Party. If the Financing Party or its successor becomes the owner of our interest by foreclosure or otherwise, it may sell or transfer that interest to any third party without your consent. We must provide notice to you of any assignment or reassignment of this Agreement to any Financing Parties
- 7.2 <u>Changes</u>. You acknowledge that we may obtain construction and long-term financing from one or more Financing Parties. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental terms of this Agreement. In connection with any assignment by us (or the Financing Parties, as described below), you agree to execute any reasonable consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties. If this Agreement applies to more than one Project, you also agree to execute a separate Agreement for each Project if requested by us in connection with such assignment.
- 7.3 Notice and Opportunity to Cure. You may not terminate or suspend your performance due to our Event of Default unless you have given the Financing Parties prior written notice of your intent to so terminate or suspend this Agreement. In your notice you will describe the circumstances giving rise to our default, and provide the Financing Parties with the opportunity to cure the default within thirty (30) days after receipt of such notice or any longer period provided for in this Agreement. If our default reasonably cannot be cured by the Financing Parties within the period provided and the Financing Parties commence and diligently pursue to cure of such default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional sixty (60) days. The Parties' respective obligations under this Agreement will otherwise remain in effect during the cure period. If the Financing Parties or an assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then such Financing Parties or third party transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.

#### ARTICLE 8 PRIVACY; CONFIDENTIALITY; PUBLICITY

8.1 <u>Subscriber Data</u>. Other than in accordance with the Agency Agreement, US Solar will not disclose Project Subscriber's Account Information, Subscriber Energy Usage Data, Bill Credits or any other personal information of Project Subscriber to any person except (i) to NSP, to the extent required by Applicable Laws or the SRC Contract, for the purpose of administration



of the Project, Project CSG eligibility, and Project Subscriber CSG eligibility; (ii) to attorneys, accountants, advisors, and agents of US Solar to the extent necessary for them to render advice or perform professional services associated with the Project or this Agreement; (iii) as otherwise required by Applicable Laws. US Solar is not requesting, and Project Subscriber agrees not to provide US Solar without US Solar's consent, any "private data on individuals," "confidential data on individuals" or other "not public data" on individuals, as those terms are used and defined the Minnesota Data Practices Act.

8.2 <u>Publicity</u>. The Parties shall coordinate and cooperate with each other when making official public announcements related to the execution and existence of this Agreement or related to Project Subscriber's participation in a Project, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Notwithstanding the foregoing, the Parties agree to the use each other's logos in their respective marketing materials. When feasible, each Party will endeavor to provide any publicity materials, press releases or other public statements to the other Party for review and comment. The Parties agree to the use of each other's logos in their respective marketing materials in the context of listing counterparties with whom a Party has transacted.

#### ARTICLE 9 DISPUTE RESOLUTION

#### 9.1 NSP Disputes.

- (a) Any dispute or question which you have with respect to the application by NSP of the Bill Credits to your retail electric bill, in particular the applicable Bill Credit Rate that NSP used to determine the amount of your Bill Credits, shall be directed by you to NSP for resolution. You may request that US Solar assist you in this respect and US Solar shall provide reasonable assistance, upon such a request. You acknowledge that your obligation to make your Sunscription<sup>SM</sup> Payments is independent of the amount of your Bill Credits.
- (b) All disputes arising with respect to the contract between NSP and US Solar shall be resolved by negotiation and, in the absence of a resolution, by the Minnesota Public Utilities Commission ("MPUC"), as per the SRC Contract. Any issue or dispute identified by you with respect to NSP's actions with respect to the Project or the Bill Credits other than as described in Section 9.1(a) shall be referred to US Solar. If the dispute or question is not resolved to the Project Subscriber's satisfaction, you have the right to refer the issue directly to the MPUC at the following address:

Minnesota Public Utilities Commission

121 7<sup>th</sup> Place East, Suite 350 St. Paul, MN 55101 Tel: (651) 296-7124 Toll free: (800) 657-3782 Fax: (651) 297-7073 consumer.puc@state.mn.us

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#### 9.2 <u>Disputes between Parties.</u>

- (a) Any dispute or issue a Party may have arising from or related to this Agreement, which are not resolved by communications between Project Subscriber and US Solar representatives in person, over the phone, or electronically shall be submitted to the other Party in writing. Each Party shall assign an officer or senior management executive to address or negotiate a resolution with the other Party. The Parties agree to attempt to reach a resolution of such dispute within ten (10) days or such longer period as the Parties may agree.
- (b) We shall perform any calculation called for hereunder and do so in a commercially reasonable manner and in accordance with industry accepted standards. Any dispute regarding the results of any such calculation shall be resolved by having an independent consultant having nationally recognized credentials, such as, but not limited to, Navigant Consulting, Inc. or Leidos, Inc., perform the calculation. The costs of retaining an independent consultant to perform the calculation shall be borne by the disputing party unless the results indicate that the calculation made by US Solar, or its successors or assigns, contains material errors, in which event the costs of such third party review shall be borne by US Solar or its successors or assigns. Such consultant's results shall be binding on the Parties absent manifest error.
- (c) Failing resolution of any dispute by the Parties in accordance with the provisions of Section 9.2(a), such dispute shall be subject to litigation in a court of competent jurisdiction in Anoka County, Minnesota. As a condition precedent to filing or pursuing any legal or equitable remedy, the Parties agree to participate in good faith in non-binding mediation through the use of a mutually acceptable neutral mediator. Each Party shall pay one-half (1/2) the cost of the mediator. Each Party shall be responsible for its own costs related to such mediation. If the Parties have not resolved their dispute within 30 calendar days after the request for mediation, any Party may resort to any available legal remedies.

#### ARTICLE 10 CANCELLATION EVENTS; EVENTS OF DEFAULT; REMEDIES

#### 10.1 Cancellation Events.

- (a) You may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
  - Construction of that Project is not completed within twenty-four (24) months
    of our receipt of NSP determining that Project's CSG application is complete,
    as extended by Force Majeure, and additional Project capacity does not exist;
  - ii. That Project becomes ineligible, in whole or in part, as a CSG during the Term and the related SRC Contract is terminated, and additional Project capacity does not exist; or



- iii. You become aware that, due to relocation or other material changes, your CSG Allocation will no longer satisfy the applicable Eligibility Requirements and you elect not to sell or transfer, or cannot sell or transfer, your CSG Allocation to another eligible NSP customer.
- iv. Before the Project's CSG application is deemed complete by NSP, if the legislature, MPUC, NSP, or any other entity significantly reduces the credit base rate, or basis of escalation of that rate from that anticipated at the time of acceptance of the proposal by you.
- (b) We may cancel all or part of your CSG Allocation relating to a particular Project to the extent that:
  - i. You fail to meet the applicable Eligibility Requirements at any time during the Term:
  - Your CSG Allocation is transferred by operation of law as defined in Section 10.7 to an ineligible person or entity and is not sold to an eligible transferee within the time provided;
  - iii. Prior to the start of Project construction, we are not able to confirm your creditworthiness; or
  - iv. Prior to the start of Project construction, we determine to terminate the development of Project(s) for which your CSG Allocation relates, and additional Project capacity does not exist.
- (c) Cancellation will be effective upon written notice by the cancelling Party to the other Party, including a description of the circumstances giving rise to the Cancellation Event and the specific portion of CSG Allocation canceled.
- 10.2 <u>Events of Default</u>. Each of the following events shall be an Event of Default under this Agreement:
  - (a) A Party breaches any material representation or warranty or fails to perform a material obligation set forth in this Agreement and does not cure such breach or failure within thirty (30) days of written notice of the breach from the non-defaulting Party.
  - (b) With respect to Project Subscriber, failure to make any Sunscription<sup>SM</sup> Payment when due, and failure to cure the default within thirty (30) days after written notice of such failure from US Solar.
  - 10.3 Cancellation Remedies.
  - (a) In the case of a cancellation pursuant to Sections 10.1(a) or 10.1(b)(iii) or (iv), you will owe nothing with respect to the amount of CSG Allocation cancelled.
  - (b) In the case of a cancellation pursuant to Sections 10.1(a)(iii) or 10.1(b)(i) or (ii) (each, a "Covered Cancellation Event"), you will be responsible for paying the Cover Cost Amount, if any, with respect to the amount of CSG Allocation cancelled, subject to the following:



- i. We will use commercially reasonable efforts for up to one hundred eighty (180) days after such cancellation ("Cancellation Replacement Period") to secure one or more Eligible Transferee who will subscribe to the entire cancelled portion of your CSG Allocation at no less than your Sunscription<sup>SM</sup> Rate. If we are successful, your Cover Cost Amount will be zero.
- ii. To the extent during the Cancellation Replacement Period we are unsuccessful in securing one or more Eligible Transferees who will subscribe to the entire cancelled portion of your CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee Sunscription<sup>SM</sup> Rate for purposes of determining the Cover Cost Amount.
- (c) During the Cancellation Replacement Period and before paying any Cover Cost Amount or other cancellation related amounts, you will be responsible for making Sunscription<sup>SM</sup> Payments that will be deemed to equal the full amount of your Sunscription<sup>SM</sup> Payments had no cancellation occurred.
- (d) At the end of the Cancellation Replacement Period, we will determine the Cover Cost Amount and other amounts owing by you and provide you written notice of same. These amounts will become due and payable by you within thirty (30) days of your receipt of this notice.
- (e) After paying the Cover Cost Amount, your remaining Sunscription<sup>SM</sup> Payments will reflect your appropriately reduced CSG Allocation.
- (f) You will be responsible for reimbursing us for any costs we actual, reasonable and verifiable reasonably incur in identifying an Eligible Transferee who will subscribe to the cancelled portion of your CSG Allocation and in the execution of related documentation.
- (g) Upon cancellation of the entire CSG Allocation, we may terminate this Agreement in its entirety.
- 10.4 <u>Default Remedies</u>. In the event a defaulting Party fails to cure an Event of Default within the applicable cure period, the non-defaulting Party may:
  - (a) With respect to an Event of Default by Project Subscriber:
    - i. We may terminate this Agreement immediately by notifying you in writing.
    - ii. We may direct NSP to remove you as a subscriber with respect to the Project, and you will no longer receive Bill Credits associated with the CSG Allocation.
    - iii. You will owe the Cover Cost Amount, if any.
      - 1. We will use commercially reasonable efforts for sixty (60) days after your Event of Default ("**Default Replacement Period**") to secure one or more Eligible Transferee who will subscribe to your entire CSG Allocation at no less than your Sunscription<sup>SM</sup> Rate or a lesser rate as agreed by the Parties. If we are successful, your Cover Cost Amount will be zero. If we are successful, your Cover Cost Amount will be zero.
      - 2. To the extent during the Default Replacement Period we are unsuccessful in securing one or more Eligible Transferee who will



subscribe to your entire CSG Allocation, the Unsubscribed Energy rate provided for in the CSG Tariff will be used in lieu of a transferee Sunscription<sup>SM</sup> Rate for purposes of determining the Cover Cost Amount.

- iv. You will owe an amount equal to the Sunscription<sup>SM</sup> Payments that would have been payable by you during the Default Replacement Period absent the Event of Default.
- v. At the end of the Default Replacement Period, we will determine the Cover Cost Amount and other default-related amounts owing by you and provide you with written notice of same. These amounts will become due and payable immediately by you upon your receipt of this notice.
- vi. You will be responsible for reimbursing us for any actual, reasonable and verifiable costs we reasonably incurred in attempting to identify an Eligible Transferee and in the execution of related documentation.
- vii. Upon termination of this Agreement, we shall have no further obligations to you hereunder.
- (b) With respect to an Event of Default by US Solar:
  - i. Prior to the COD of the final Project, you may terminate this Agreement at any time by notifying us in writing.
  - ii. After the COD of the final Project, you may terminate this Agreement only if our default results in your CSG Allocation not producing any Subscribed Energy for one hundred eighty (180) consecutive days or more.
  - iii. Upon termination, you shall have no further obligation to us except for obligations arising or accruing prior to termination.
- 10.5 <u>No Consequential Damages</u>. No Party shall be liable to the other Party for any indirect, special, punitive, exemplary, incidental, or consequential damages, whether arising in contract, tort, under statute, or in equity, and each Party waives its rights to any such damages. In no event will the reasonable Cover Cost Amount constitute, or be deemed to constitute, indirect, special, punitive, exemplary, incidental, or consequential damages.
- 10.6 <u>No Warranty; Exclusive Remedies.</u> NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be the Parties' sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise.
- 10.7 <u>Involuntary Transfers</u>. Upon transfer of title or control of the Eligible Address or your CSG Allocation, or portion thereof, due to bankruptcy, foreclosure or operation of law for other reasons, you or the transferee must notify US Solar immediately. During any period of time in which a trustee, receiver, or creditor is in possession of the Eligible Address and assumes responsibility as the account-holder with NSP at the Eligible Address, such transferee shall be deemed to have succeeded to your rights and obligations under this Agreement at the Eligible Address during the period of its possession. Upon the transfer of title to the property at the Eligible Address and the CSG Allocation to a creditor or other third party, the transferee shall notify US



Solar of the transfer. If the transferee(s) meet all relevant Eligibility Criteria, the transfer shall be treated as a sale or transfer of the CSG Allocation to such transferees upon completion of the conditions set forth in Section 6.2. If the transferee does not meet the transfer conditions, then the transferee(s) shall be required immediately to sell or transfer the CSG Allocation or applicable portion to an eligible buyer in accordance with Section 6.2.

#### ARTICLE 11 MISCELLANEOUS

- 11.1 <u>Notices</u>. Notices, or other documents required or permitted by this Agreement must be given by personal delivery, reputable overnight courier, email, or U.S. certified mail postage prepaid and shall be sent to the respective parties at the address listed on the first page of this Agreement. Notice shall be deemed delivered (i) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours, (ii) upon the date of actually delivery or refusal shown on the courier's delivery receipt if sent by overnight courier, and (iii) on the fourth business day after deposit in the U.S. mail if sent by certified mail. Any party may change the address for notice by notice to the other party.
- 11.2 <u>No Third Party Beneficiaries</u>. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or liability to, any person not a party to this Agreement. Excepting the rights of Financing Parties and assignees expressly provided for herein, no provision of this Agreement is intended to nor shall it in any way provide any rights to any third party or inure to the benefit of any third party so as to constitute any such person a third party beneficiary under this Agreement, or of any one or more of the terms of this Agreement, or otherwise give rise to any cause of action in any person not a party to this Agreement.
- 11.3 Entire Agreement; Amendments. It is mutually understood and agreed that this Agreement, and the Exhibits attached hereto, constitutes the entire agreement between Project Subscriber and US Solar and supersedes any and all prior oral or written understandings, representations or statements, and that no understandings, representations or statements, verbal or written, have been made which modify, amend, qualify or affect the terms of this Agreement. This Agreement may not be amended except in a writing executed by both parties; provided, however, that, US Solar may amend Project and Project Site information and allocate your CSG Allocation among Projects and Project Sites (prior to relevant CODs) without Project Subscriber's prior consent.
- 11.4 <u>Governing Law</u>. This Agreement is made in Minnesota and shall be governed by the laws of the State of Minnesota.
- 11.5 <u>SRC Contract and CSG Tariff.</u> This Agreement contains summaries of, and makes reference to, certain provisions of the SRC Contract and CSG Tariff. While we believe these summaries and references to be accurate and fair, any conflict between such summaries and references shall be resolved in favor of the relevant provisions contained in SRC Contract and CSG Tariff. You are urged to review these documents.
- 11.6 <u>Waiver</u>. Neither Party shall be deemed to have waived any provision of this Agreement or any remedy available to it unless such waiver is in writing and signed by the Party against whom the waiver would operate. Any waiver at any time by either Party of its rights with



respect to any matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent or other matter.

- 11.7 <u>Relationship of Parties</u>. The duties, obligations and liabilities of each of the Parties are intended to be several and not joint or collective. This Agreement shall not be interpreted or construed to create an association, joint venture, fiduciary relationship or partnership between the Parties or to impose any partnership obligation or liability or any trust or agency obligation or relationship upon either Party. US Solar and Project Subscriber shall not have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act or be an agent or representative of, or to otherwise bind, the other Party.
- 11.8 <u>Severability</u>. Should any provision of this Agreement be or become void, illegal or unenforceable, the validity or enforceability of the other provisions of the Agreement shall not be affected and shall continue in full force. The Parties will, however, use commercially reasonable efforts to agree on the replacement of the void, illegal or unenforceable provisions with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and the Agreement as a whole.
- 11.9 <u>Counterparts</u>. This Agreement may be executed in two or more counterparts and by different parties on separate counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

(SIGNATURE PAGES TO FOLLOW)



City of Spring Lake Park	US Solar LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:



#### **EXHIBIT A**

#### **DEFINITIONS**

- Applicable Laws. Any law, statute, rule, regulation, ordinance, order (including orders issued by the MPUC), tariff, judgment, or other legally binding restriction or ruling issued by a governmental authority which is applicable to the Project, US Solar, Subscribers, CSGs or this Agreement.
- 2. **Bill Credit Rate**. A dollar amount per kilowatt-hour reflected in the CSG Tariff with respect to specific classes of NSP customers to be used for determining a Subscriber's Bill Credit.
- 3. Cancellation Event. One or more event described in Section 10.1(a)-(b).
- 4. Cover Cost Amount.
  - (a) With respect to a sale or transfer by you pursuant to Section 6.2, the positive difference, if any, of:
    - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-transfer with respect to the transferred portion of your CSG Allocation, had this Agreement remained unchanged for the remaining Term (plus any other amounts previously accrued and owed by you); minus
    - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by your transferee with respect to the transferred portion of your CSG Allocation over the remaining Term.
  - (b) With respect to a Covered Cancellation Event, the positive difference, if any, of:
    - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-cancellation with respect to the cancelled portion of your CSG Allocation, had this Agreement remained unchanged for the entire Term (plus any other amounts previously accrued and owed by you); minus
    - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the cancelled portion of your CSG Allocation over the remaining Term.
  - (c) With respect to an Event of Default by you, the positive difference, if any, of:
    - i. the net present value (using a discount rate of 4%) of the projected payments by you over the Term post-default, had this Agreement remained unchanged with respect to your entire CSG Allocation for the entire Term (plus any other amounts previously accrued and owed by you); minus
    - ii. the net present value (using a discount rate of 4%) of the projected payments to be made by an Eligible Transferee (or, as applicable, by NSP for the Unsubscribed Energy associated with the portion CSG Allocation not transferred) with respect to the entire CSG Allocation over the remaining Term.



- 5. **CSG Tariff**. The Solar Rewards Community Program tariff of NSP's rate book, as amended or updated and any successor thereto.
- 6. **Eligible Address**. A Subscriber's NSP service address that meets the Eligibility Requirements.
- 7. **Eligible Transferee**. A person or entity who meets the applicable Eligibility Requirements and meets the conditions set for in Section 6.2(a)-(e)
- 8. **Financing Party**. A person or persons providing construction or permanent financing in connection with construction, ownership, operation and maintenance of the Project, or if applicable, any person to whom the ownership interest in the Project has been transferred, subject to a leaseback of the Project from such person.
- 9. MPUC. Minnesota Public Utilities Commission.
- 10. NSP. Northern States Power Company, a wholly owned subsidiary of Xcel Energy Inc.
- 11. **Sunscription<sup>SM</sup> Rate**. A dollar amount per kilowatt-hour with respect to the Subscribed Energy produced by Project Subscriber's CSG Allocation, as set forth in Section 1.5(a), used for determining Project Subscriber's Sunscription<sup>SM</sup> Payments.
- 12. **Taxes**. Any federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on US Solar for payments made by you and received by us under this Agreement.

Any conflict in the meaning of a term used both herein term and in the SRC Contract shall be resolved in favor of the meaning given to such term in the SRC Contract.



#### **EXHIBIT B**

#### PROJECT(S) AND PROJECT SITE(S)

To be updated as construction approaches. All applicable projects will be in Chisago or Washington County.



#### **EXHIBIT C**

#### BILL CREDIT TYPES, CURRENT BILL CREDIT RATES, CURRENT SUNSCRIPTION $^{\rm SM}$ RATES

Account Number	Premise Number	Account Type
51-0011203094-6	304563853	Gen Svc
51-0380669-1	304272590	Sm Gen Svc
51-4600638-6	303608388	Sm Gen Svc
51-5003374-2	302531423	Sm Gen Svc
51-5205328-4	302597418	Sm Gen Svc
51-5441934-8	302884424	Gen Svc
51-5441935-9	303426294	Sm Gen Svc
51-5499989-4	302959164	Sm Gen Svc
51-5500567-9	302360467	Gen Svc
51-5592637-7	302941746	Sm Gen Svc
51-5946798-2	303382215	Sm Gen Svc
51-6187625-5	303289484	Sm Gen Svc
51-6210788-2	303410750	Gen Svc
51-6621272-0	303878405	Sm Gen Svc
51-6737993-7	303642936	Sm Gen Svc
51-6774519-1	303737968	Gen Svc
51-7762546-0	304007349	Sm Gen Svc
51-5778331-2	303030398	Sm Gen Svc
51-4813034-7	302613100	Sm Gen Svc
51-6965201-3	303875592	Gen Svc

General Service subscription rate: \$0.1199/kWh Small General Service subscription rate: \$0.1444/kWh

Bill Credit Value. We make no representation or warranty as to the likelihood that any Bill Credits will create any specific amount of economic benefit at any time or over any period of time or over the Term of this Agreement as a whole, or that the Bill Credits will create a positive economic benefit to you. The estimate of potential benefits contained herein are based on a number of assumptions about estimated Subscribed Energy Bill Credit Rates, Applicable Laws currently in place, NSP's retail electrical rates, and a number of other factors beyond the control of US Solar. Any estimate by US Solar herein or elsewhere given to Project Subscriber as to any expected benefit to Project Subscriber from the Bill Credits at any time or over any period of time is purely an estimate based on the information available to US Solar and related assumptions at the time and is not a guarantee that any positive economic benefit will accrue to Project Subscriber from the Bill Credits or that any specific amount of benefits will accrue to Project Subscriber at any time, or over any period of time, or over the Term of the Agreement.



#### **EXHIBIT D**

#### **ESTIMATE OF SUBSCRIBED ENERGY**

1,378,962 kWh in year 1 with a 0.7% annual decrease.

Production. US Solar makes no representation or warranty as to the likelihood that the Project will generate any specific amount of electricity or sufficient electricity so as to create any specific or minimum Bill Credits to Project Subscriber during any period of time or over the Term of the Agreement as a whole. The production estimate described herein is based on a number of assumptions about expected solar insolation at the Project Site, and performance of the modules and other Project equipment, the accuracy of production estimating software and other factors affecting possible production which are not within the control of US Solar. Circumstances experienced at the Project will deviate from historical data and other assumptions and projections. The actual production of energy of electricity by the Project and delivery of energy, including Subscribed Energy, by the Project is also subject to lack of sunlight, other adverse weather, equipment failures, curtailments or outages by NSP, Force Majeure events, and other events beyond the control of US Solar. The production estimate and any other estimate communicated by US Solar to Project Subscriber of expected energy production from the Project at any time or over any period of time is purely an estimate based on the information available to US Solar at the time and is not a guarantee that any such production will occur or that any particular amount of Subscribed Energy will be received by Project Subscriber at any time or over any period of time, including the Term of this Agreement.



#### **EXHIBIT E**

#### [RESERVED]



#### **EXHIBIT F**

#### FORM OF SRC CONTRACT

This is a standard contract from Xcel (template can be found on Xcel's website at <a href="https://www.xcelenergy.com/staticfiles/xe-responsive/Marketing/MN-Availible-solar-options-SRC-contract.pdf">https://www.xcelenergy.com/staticfiles/xe-responsive/Marketing/MN-Availible-solar-options-SRC-contract.pdf</a>). To be executed and inserted as Projects near construction.



#### **EXHIBIT G**

#### **FORM OF AGENCY AGREEMENT**

This is a standard contract from Xcel (template can be found on Xcel's website at <a href="https://www.xcelenergy.com/staticfiles/xe/Marketing/Files/MN-SRC-Subscriber-Agency-Agreement.pdf">https://www.xcelenergy.com/staticfiles/xe/Marketing/Files/MN-SRC-Subscriber-Agency-Agreement.pdf</a>). To be executed and inserted as Projects near construction.



#### EXHIBIT H

#### PROJECT SUBSCRIBER DATA

1. Project Subscriber (name as shown on NSP account) SPRING LAKE PARK CITY OF
2. NSP service address (Eligible Address):
3. NSP account number:
51-0011203094-6 51-0380669-1 51-4600638-6 51-5003374-2 51-5205328-4 51-5441934-8 51-5441935-9 51-549989-4 51-5500567-9 51-5592637-7 51-5946798-2 51-6187625-5 51-6210788-2 51-6621272-0 51-6737993-7 51-6774519-1 51-7762546-0 51-5778331-2 51-4813034-7 51-6965201-3
4. Average annual electrical consumption: 1,149,135 kWh ("AAEC")

5. 120% of AAEC: 1,378,962 kWh



#### Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: July 12, 2017

Subject: Laddie Lake Pub Lease

The City has received a request from the Laddie Lake Pub, 8466 Highway 65 NE, for a lease modification. Staff will request the City Council enter into closed session to discuss this lease modification and provide direction to City staff.

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



#### City of Spring Lake Park Engineer's Project Status Report

To: Council Members and Staff Re: **Status Report for 7.17.17 Meeting** 

From: Phil Gravel File No.: R-18GEN

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

#### MS4 Permit (193802936).

Continuing to work with the Public Works Director and the Administrator on implementing the work plan for 2017 MS4 items. Annual public meeting will be held on July 17<sup>th</sup>.

#### Surface Water Management Plan (193803949).

We continue doing research (including compiling old plans) as part of the background research for updating the local surface water management plan including stormwater modeling. Stantec recently completed design of a stormwater reuse facility in New Hope (copy attached). We will look for ways to utilize this practice in Spring Lake Park.

#### 2017 Sanitary Sewer Lining Project (193803782).

This project will line sanitary sewer in the neighborhood east of Able Street and north of 81<sup>st</sup> Avenue. The Contractor, Visu-Sewer, has completed some of the initial televising and will begin lining work in a few weeks. Terry Randall is coordinating.

#### 2017-2018 Street Seal Coat Project (193803783).

This 2-year project will include street maintenance in the neighborhood north of 81st Ave. and west of Monroe St. (2017) and in the neighborhood east of Monroe St., south of 81st St. and west of TH 65 (2018). The Contractor, Astech, will begin crack repair operations in a few weeks. Seal coat work will follow. Terry Randall is coordinating.

#### Other issues/projects.

Attended a meeting at Anoka County on June 27<sup>th</sup>. Attached are some handouts from the meeting. The County still has Osborne Rd. on their schedule for 2020. They mentioned that they will continue to work with the City regarding the Osborne Rd. trail.

Continue to work with Coon Creek Watershed District (CCWD) Technical Advisory Committee (TAC) meeting.

City's Water Supply Plan (DNR requirement) has been reviewed by the DNR and forwarded to the Met Council for review.

Continue working with Dan, Terry, Phil Carlson and a developer regarding a potential commercial development.

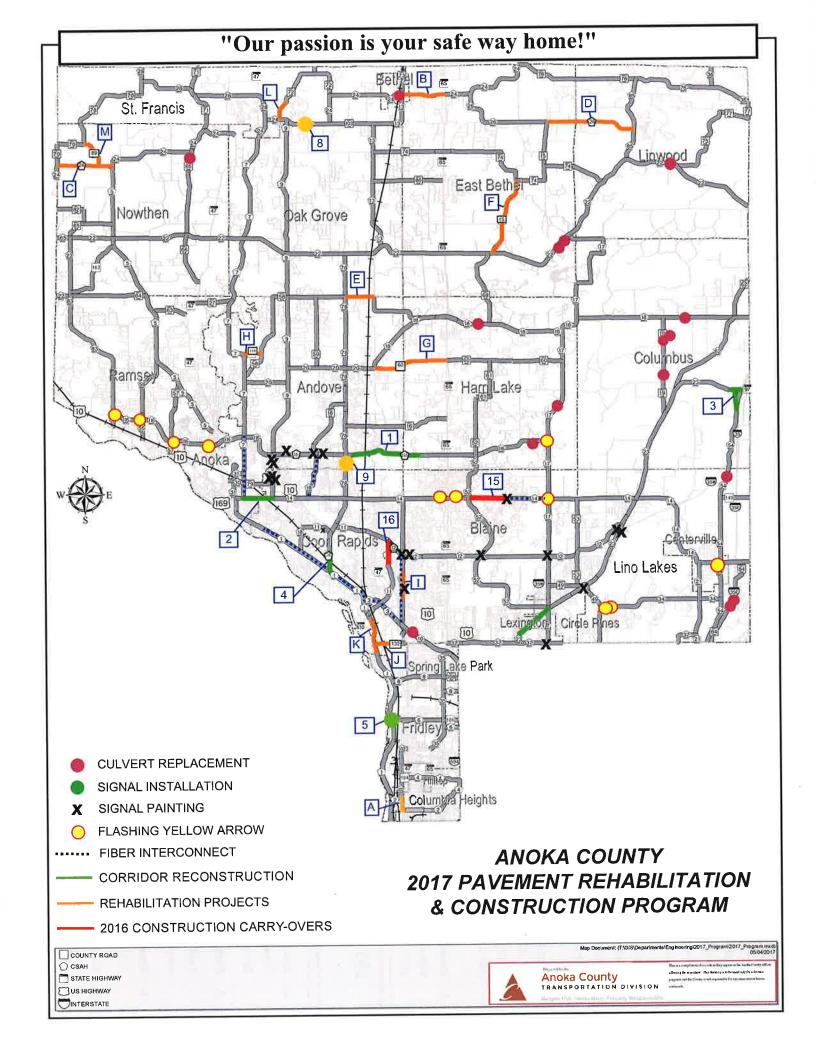
Completed site plan review for the Dominium project. The CCWD permit has been approved. A Preconstruction Conference for the project will be held before any of the proposed site improvement work begins.

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



City of New Hope - Northwood Park Master Plan





# 2017 New Construction

Bunker Lake Blvd (CSAH 116) from Crane St to Goldenrod (YEAR 1):

Corridor Reconstruction (2.6 Mi),

Summer 2017—CLOSURES /MAJOR DELAYS

East Main Street (CSAH 14) from 7th Avenue (CSAH 7) to Round Lake Blvd (CSAH 9):

Corridor Rehabilitation (0.9 Mi),

Late Summer 2017—MAJOR DELAYS

West Freeway Drive (CSAH 54) and Lake Drive NE (CSAH 23): Realignment and Roundabout Installation (0.79 Mi)

Late Fall 2017—MAJOR DELAYS

Hanson Blvd (CSAH 78) Railroad grade separation: Highway overpass at BNSF Railway tracks. Late fall 2017. Completion 2018. Minor Delays in 2017.

# 2017 Traffic Management Projects

East River Rd (CSAH 1) at Mississippi St. 'n

(CSAH 6): Signal Installation.

Summer 2017—MINOR DELAYS

- Flashing Yellow Arrow See map for locations. 9
- Traffic Management Fiber Interconnect see map for locations. 7.
- Bypass Lane: 229th Ave (CSAH 24) at Аптоwhead St. ∞;
- Median Modification: Hanson Blvd (CSAH 78) at Station Parkway. 6

# 2017 Preservation Projects

# Pavement Rehabilitation

10

A. CSAH 2- Main St/40th from 44th Ave to TH 47.

B. CSAH 24 – 237th Ave from University to TH 65.

C. CSAH 24 - Norris Lake Rd from Jarvis St. to Nowthen

D. CSAH 26 – 229th Ave from Durant to Typo Creek.

E. CSAH 58 (181st Ave) from Hanson to Cedar/Palm St.

F. CSAH 15 (E. Bethel Blvd) from Viking to 213th Ave.

G. CR 60 (Constance Blvd) from Crosstown Blvd to

H. CR 158 (165th Ave) from 7th/165th Ave to Valley Drive.

CSAH 51 (University Ave) from 97th Ave to 105th Ave.

J. CR 132 (85th Ave) from East River Road to 250' W of Cottonwood Drive.

K. CSAH 1 (East River Rd.) from Fridley City Limits to 1200' N of 90th Ave.

L. CR 72 (Rum River Blvd) from Park Entrance to

М. СR 89 (Sugar Bush Rd) from Norris Lake Rd to 223rd Ave. Crack Sealing, No crack sealing scheduled for 2017. Ξ.

Bridge Maintenance, to be determined based on 2016 12.

Bridge Safety Inspections.

Signal Painting, 21 locations. Two-year project. With completion date, September 19, 2018. 13.

14. Culvert Replacement, See map for locations.

# 2016 Carry-overs

15. 125th Ave (CSAH 14) from Cloud Dr to North Lake

Blvd: Corridor Reconstruction (1.7 Mi)

Completion= Spring 2017—MINOR DELAYS

Foley Blvd (CSAH 11) from Egret Blvd to Northdale 16.

Blvd: Corridor Reconstruction

(0.7 Mi), Summer 2017—MAJOR DELAYS



Respectful, Innovative, Fiscally Responsible Anoka County TRANSPORTATION DIVISION

## REHABILITATION PROGRAMS CONSTRUCTION AND

District 4
District 5 District 1 District 2 District 3 District 6 District 7 **Board of Commissioners:** Rhonda Sivarajah Mike Gamache Julie Braastad Scott Schulte Jim Kordiak Robyn West Matt Look

For questions on overall programs contact:

Douglas W. Fischer, PE County Engineer 763-324-3103

Assistant County Engineer Joe MacPherson, PE 763-324-3199 For specific project information contact: Construction Harry Grams

(Rehabilitation, Reconstruction) 763-324-3114

(Crack Sealing, Culvert Replacement) Jim Christenson Maintenance

763-324-3137 Jane Rose Traffic

(Signals, Signal Painting, Traffic Management) 763-324-3131

www.AnokaCounty.us/Highways Main Office: 763-324-3100 Fax: 763-324-3020



#### Highway 65 Reduced Conflict Interchanges

East Bethel, Ham Lake

#### **Project description**

MnDOT recently completed an access management study on Hwy 65 from just north of Bunker Lake Blvd in Ham Lake to 245 Ave. N in East Bethel. The study, in cooperation with Anoka County, East Bethel, Ham Lake and the Metropolitan Council, developed an access management plan. The study will provide lower cost improvements to improve mobility, increase safety and reduce congestion on Hwy 65. It will guide decisions on future access changes and access locations in the study area.

Construction of Reduced Conflict Intersections (RCIs) and turn lane improvements will improve safety and mobility on the Hwy 65 corridor between 85th Ave. in Spring Lake Park and Sims Road in East Bethel. This will be accomplished adding and extending turn lanes as well as the construction of reduced conflict intersections (RCIs).

#### Project details (2018-2019)

(Specific closure and detour information will be determined during project development.)

- Construct a signalized Reduced Conflict Intersection at Hwy 65 and Viking Blvd. As the first signalized RCI in the Minnesota it is eligible for a Federal Accelerated Innovation Deployment grant.
- Build a double left turn lane on the ramp from westbound Hwy 10 to southbound Hwy 65 in Blaine
- Lengthen the left turn lanes at:
  - o 85th Ave.
  - o 99th Ave.
  - o 105th Ave.
  - o 109th Ave.
  - o 117th Ave.
  - Andover Blvd
  - Constance Blvd
  - Crosstown Blvd
  - Sims Road
- Construct non-signalized RCIs at:
  - o 143rd Ave, 153rd Ave. and 157th Ave.
  - o 181st Ave. and 187th Ave.
- Construct signalized RCI at:
  - Viking Blvd.

**Note:** MnDOT has set aside additional funding in 2021 for an RCI at Hwy 65 and Klondike Drive NE, East Bethel..

#### For More Information or to sign up for email updates

Visit: www.mndot.gov/metro/projects/hwy65rci/background.html

Or contact: Kent Barnard, MnDOT Public Affairs, 651-234-7504, kent.barnard@state.mn.us.



### University Ave. Resurfacing Minneapolis to Columbia Heights

#### **Project overview**

Highway 47, known as University Avenue, is getting concrete improvements in 2018. The repairs will run from 27th Ave. in Minneapolis to 40th Ave. in Columbia Heights.

#### **Benefits**

- A smoother road surface that should last about 30 years; reduced damaged to freight being hauled in the area.
- Sidewalk ramps will be improved at 27th and 37th Avenues

#### **Impacts**

- University Ave. from Lowry Ave. in Minneapolis to 44<sup>th</sup> Ave. in Columbia Heights will be closed for about three-and-a-half months while crews repair the road
- Cross streets will be closed for about two weeks

#### **Timeline**

May to August of 2018

#### Cost

\$3.0 million (estimated)



#### **Contacts**

**Dave Aeikens** 

MnDOT Metro District Communications and Engagement 651-234-7511

david.aeikens@state.mn.us

Jerome Adams

MnDOT Project Manager 651-234-7611

Jerome.adams@state.mn.us

### **CORRESPONDENCE**



Phone: 763-780-2332

24-Hour Crisis Line/TTY: 763-780-2330

Fax: 763-780-9696 www.AlexandraHouse.org

> P.O. Box 490039 Blaine, MN 55449-0039

July 12, 2017

Daniel Buchholtz 1301 81st Ave NE Spring Lake Park, MN 55432

Dear Daniel,

On Saturday, September 30, 2017, Alexandra House will host our 13<sup>th</sup> Annual *Walk for Hope* at Bunker Hills Regional Park to raise awareness about domestic and sexual violence. The event includes a brief program, a run and walk, and a vendor/community resource fair with a Kidz Zone.

We are asking you to lend your voice and your support to help make every family, every community, safer. Will you join Alexandra House and more than 500 community members in raising awareness of domestic and sexual violence? Your visible show of support helps will ensure survivors of domestic and sexual violence have an opportunity to live safer, happier lives.

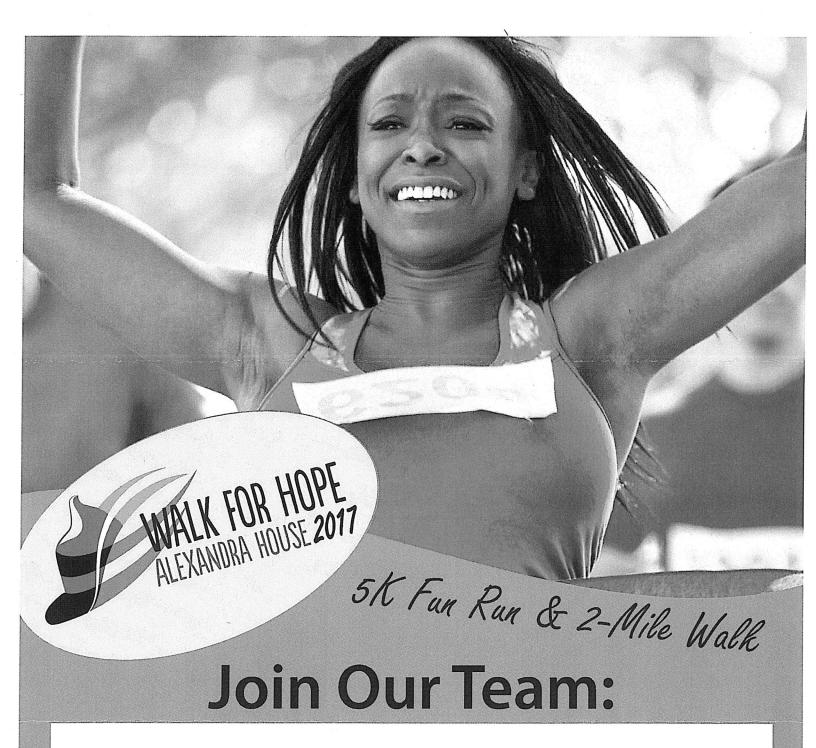
Over the last year, we helped more than 21,250 individuals through our 24-hour emergency shelter and help line, hospital and legal advocacy, in-home case management, and youth intervention and prevention services. We provided 11,042 nights of safety through our shelter, answered nearly 5,000 calls on our helpline, and reached 5,886 community members through our presentations, trainings, and events. We are the only organization providing these comprehensive services in Anoka County and we offer our programs free-of-charge. We hope to continue increasing our impact and reach in the years to come. It is through the generosity of our community partners that we are able to do this work.

Your support makes a world of difference for families working towards a violence-free life. We hope to see you at the 2017 Walk for Hope event.

Sincerely yours,

Connie Moore

Executive Director



### SATURDAY 9.30.2017 8 - 11 AM

Bunker Hills Regional Park, Pavilion #3
550 Bunker Lake Blvd NW • Andover, MN 55304

Register: <u>AlexandraHouse.org</u>



MILCIC VID TONE DOCEDIENDLY VENDOD O DECOLIDEE FAIR



BARB MCKUSICK

Community Development Coordinator

Phone: 763.324-4605

E-mail: barb.mckusick@co.anoka.mn.us

June 20, 2017

RE: Anoka County Home Improvement Loans

Anoka County currently has two loan programs available to Anoka County property owners. Enclosed please find brochures outlining home improvement loan opportunities for income qualified residents. The loans are zero interest with deferred payments and can be used for health, safety and accessibility needs as well as other potential repairs.

Funding for these programs is provided by Housing and Urban Development (HUD) through a grant to the Community Development Block Grant (CDBG) program and Minnesota Housing Finance Agency (MHFA).

Please place these brochures where they can be viewed by interested parties and direct any question to our office at 763-324-4650.

Thank you.



# Loan Program Details

- Applicants must income qualify based on gross household income from all sources. Applicants with zero or negative income are not eligible.
- Home improvements must address health, safety or accessibility and be included in the approved scope of work.
- The loan is deferred, meaning no monthly payments.
  - Applicants must be current on mortgage, home insurance, and property tax payments.
- Applicant's assets must not exceed \$25,000. (See application for exclusions.)
- Applicants with a reverse mortgage, contract for deed or other non-traditional mortgage or who are in bankruptcy or foreclosure proceedings are not eligible for the loan program.
  - The loan becomes due when: 1. Property is sold or deeded to another party;
- Property is no longer the borrower's primary residence.
- 3. A mortgage is refinanced.



Anoka County Community Development 325 East Main Street Suite W250 Anoka, MN 55303

Phone: 763-324-4650 Fax: 763-324-4610

Email: CommDev@co.anoka.mn.us





### Home Improvement Loan Programs



To learn more or apply, visit: AnokaCounty.us/cd

The Anoka County Home Improvement Loan Programs provide a zero interest, deferred loans for income qualified Anoka County homeowners to correct health, safety and/or accessibility issues in their homes.

The Anoka County Community
Development staff administer the
loan programs and assist property
owners though the process.

Loan programs are funded by
the US Department of Housing
and Urban Development (HUD)
through a Community
Development Block Grant (CDBG)
program or the Minnesota Housing
Finance Agency.

### About the Home Improvement Loan Program

The application can be found online at AnokaCounty.us/cd or contact us to have an application mailed. Provide all information requested, incomplete applications will not be processed.

community Development staff will prepare a scope of work and the homeowner will participate in setting

priorities for repairs.

- A minimum of three bids from licensed contractors of your choosing are required.
- contractor with the lowest bid. The contract is between the homeowner and the contractor. Homeowners sign a Note and Trust Deed for the loan, and a contract with the construction Projects must be completed within 120 days.
- Once work is inspected and approved, Anoka County will issue payment to the contractor.

## Maximum Household Income Limits

# Persons - Max. Income

1 - \$47,600

2 - \$54,400

3 - \$61,200

4 - \$68,000

5 - \$73,450

9 - \$78,900

7 - \$84,350

8 - \$89,800





## ISTORY 21

Volume 47 No.4 July-August 2017

Shorter than route 66 but closer to home. AnokaCountyHistory.org

History 21 (in honor of the 21 cities in Anoka County) is published by the Anoka County Historical Society six times yearly as a member benefit. The ACHS is a 501(c)(3) nonprofit organization. Contributions are tax-deductible within the allowable limits of the law.

#### **Board of Directors**

District 1: Al Pearson

District 2: Bill Nelson

District 3: Orville Lindquist (President)

District 4: Lotus Hubbard

District 5: Kate Morphew

District 6: Mary Capra

District 7: Bart Ward

At-Large A: Steven Florman

At-Large B: Dennis Berg (Vice-President)

At-Large C: Mike Scott

At-Large D: Dick Lang

At-Large E: Buzz Netkow

At-Large F: Paul Pierce (Secretary)

At-Large G: Shelly Peterson (Treasurer)

At-Large H: Harvey Greenberg

Ex-Officio: Bill Erhart

County Commissioner Liaison:

Jim Kordiak

#### Staff

Rebecca Ebnet-Mavencamp

(Executive Director)

Sara Given (Volunteer Coordinator)

Audra Hilse (Archivist & Administrator)

Gail Dahl (Office Staff)

Carol Dordan (Office Staff)

Don Johnson (Office Staff)

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- 4 Columbia Heights Garden Club
- 8 Collections Corner: Making Artifact Mounts
- 10 Undiscovered: Research Library Gems
- 11 Murder Mystery Dinners- mark your calendar
- 12 Volunteer World: Shhhhh History People are Fun!
- 14 Thank You to Our Supporters
- 15 Upcoming Events

Front Cover: Unidentified boys in the back of a truck during an Anoka Parade. Undated.

Object ID#: 2016.0173.003

#### From the President

One of my favorite recollections in Anoka County is the most fleeting. I didn't grow up here, but visited my aunt and her family in Coon Rapids several times a year. This was the mid-1970's. Little did I know back then (when my age was in the single digits) that one of the new, hot places of the day was Northtown Mall. I didn't know that Northtown had only opened in 1972 and was the first major shopping center in the

Twin Cities that wasn't a "Dale." I just knew it was an exciting place to visit.

The best part of Northtown for me – and for so many others I have talked with in recent years – were the huge aquariums in front of Woolworth's (now Best Buy). I was a small-town kid, so this was a cool thing to do in "the Cities." Going to "see the fish" was something my sister and I definitely thought was payoff for the long drive.

Time has passed and the aquariums are long gone. The photograph on the right is the only one I have found. Malls are becoming endangered species in the era of online shopping and quick delivery. Northtown looks vastly different from how it appeared 40 years ago. I can't walk through the mall, though, without remembering the how glamorous those aquariums were.

Things have changed and so many of those changes are for the better. Youth of today will have their own memories to look back upon. Still, I am a little sorry that the kids in my life Orvil won't know the joy of watching those fish.



Orville Lindquist, ACHS President



#### From the Director

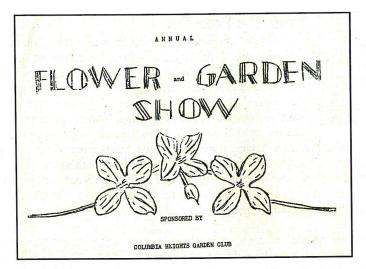
We have hit the six-month mark from when our dear Vickie Wendel retired. Since then, staff have burned up the phones texting and calling her with questions, fishing for information out of her cavernous mind to fill gaps in ours.

It was a pleasure then, to call attention to her 30 years of service one more time when she received

the Lifetime Achievement Award from the Minnesota Alliance of Local History Museums (MAHLM). Given to history professionals who show a devotion to their career, generally making an indelible mark on the organizations they serve, the award felt like the perfect capstone to mark the beginning of another chapter in the story that only Vickie can write for us.

Rebecca Ebnet-Mavencamp, Executive Director

Ning Court State of the Court Court



### COLUMBIA HEIGHTS GARDEN CLUB: GROWING FLOWERS & A CITY

By Grant Wilson, ACHS Intern

I began my internship in the archives department of the Anoka County Historical Society in April. Since then, friends and family have asked me what it is that I am working on while I am there. Well, the first day I arrived, Sara Given presented to me a box labeled "Columbia Heights Garden Club." This box contains letters, programs, newspaper clippings, and record books filled with hundreds of meeting minutes spanning almost three decades. Sara told me my first project was to go through everything in this box and organize it in a way that makes sense. When I tell people my hours at the history center mostly consist of reading through letters and meeting minutes upon meeting minutes from a garden club that functioned decades ago, they have the same reaction you are possibly having right now. Generally, they raise their eyebrows, quietly say, "Oh, okay," and move onto another topic of conversation.

If I am honest, I was not the most enthusiastic about this project when first presented with it. What could possibly be interesting about a garden club? Surely there is nothing compelling about elderly women gathering in the parlor of their home, discussing how beautiful their gardens are. The beginning of this experience certainly

tested my claim that I have repeatedly stated to many acquaintances who ask me what aspect of history I like the most: "I love all history." But as I sift through the wealth of history in this box, I realize how wholly inaccurate my initial expectations about

...as I sift through the wealth of history in this box, I realize how wholly inaccurate my initial expectations about the people who made up the Columbia Heights Garden Club were.

the people who made up the Columbia Heights Garden Club were. The members of the Columbia Heights Garden Club were dedicated to improving not only the beauty of their homes, but ultimately the beauty of the community in which they took so much pride: Columbia Heights, Minnesota.

The majority of the information we have concerning the Columbia Heights Garden Club comes from our collection of meeting minutes that chronicle the club's activities from 1938-1966 (although we possess a bank record that suggests the club existed as late as 1970). These minutes give us a clear idea of the club's goals, plans, activities, and concerns, but only go into superficial detail. Article clippings and correspondence supplement some of this information and it is where these sources intersect that provides the basis for this article.



The club organized in November of 1938.

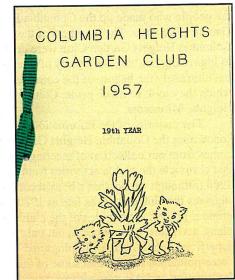
Earlier that fall, the Columbia Heights State Bank hosted a flower and vegetable exhibition in their lobby. According to a handwritten summary of the first years of the club's existence, "The moving spirit [behind] this undertaking was John Seman, then employed by the bank." Turnout for the exhibition was unexpectedly high and enthusiastic. Gathered in the lobby with the attendees, Seman suggested establishing a community garden club. On November 1, 1938, a number of Columbia Heights citizens gathered in the parlors of the Church of Immaculate Conception and organized the Columbia Heights Garden Club.

For over 30 years, the Columbia Heights Garden Club remained an active organization in its local community. The club met once a month, with their annual meeting occurring in November, election of officers in December, and committee appointments usually occurring in December or January. The club was affiliated with the Minnesota State Horticulture Society, a relationship that enabled several benefits including free issues of the *Minnesota Horticulturist*, free access to the society's library, and arrangements for guest speakers to attend the club's meetings. These guest speakers lectured on a host of subjects related to gardening, such as soil, flower arrangements, or when and how to trim plants. Even representatives of the Coca-Cola company attended meetings in 1940 and 1941, showing pictures of flower arrangements and serving "a bottle of ice cold coco [sic] cola to all present." They made monetary donations to the Red Cross, local hospitals, and the Minnesota State Horticulture Society. They toured one another's gardens and attended an annual picnic at the home of Mr. and Mrs. Breyley, where the club enjoyed wonderful food and the beauty of the Breyley estate.

While the Columbia Heights Garden Club enjoyed tending to their own gardens as well as admiring one another's, their foremost concern was the beautification of Columbia Heights itself. The Columbia Heights Garden Club believed that the beauty of their city would instill beauty in the attitude of its citizens. In April 1941, club member Mrs. P. Theodore Oleson submitted an article to the *Minnesota Horticulturist*.

summarizing the growth and activities of the club since 1938. She concluded her article by stating, "We believe that by keeping our eyes fixed on an ultimate goal, and by working tirelessly, with Mother Nature, our dependable and powerful ally, our dreams will become realities, our community will be enriched and our people encouraged to a friendlier fellowship and a finer citizenship."

Mr. O.H. Prestemon, charter member of the Columbia Heights Garden Club and eventual mayor of Columbia Heights, was possibly the most vocal member of the club and its biggest believer in this goal. Prestemon had a column in the *Columbia Record* entitled "Prestemon's Points." Prestemon used this platform to express his belief in the club's work and the value of



beautification, what he had gained from his visits to various gardens and nurseries, and to announce upcoming activities the club sponsored within the community. The Anoka County Historical Society possesses several of these articles in which Prestemon articulates the practical benefits of the beautification of any city.

"It affects the growth, real estate values, the type of people attracted, volume of business," asserts Prestemon in one article. "It makes for civic pride and loyalty; it profoundly affects our entire outlook on life. We don't look with pride on bigger and better weeds."

One event that illustrates the Garden Club's endeavor is their "Window Flower Show" or "strolling flower show" of 1950. In fact, a scrapbook at ACHS devotes much of its space to newspaper clippings documenting this flower show. During the weekend of September 1 and 2, businesses throughout the city of Columbia Heights displayed flower and garden arrangements in their windows. Residents and visitors were encouraged to take a long walk and appreciate these beautiful floral displays.

"We want you to know...that this is a non-competitive show," said a statement released by the organizing committee. "There are no prizes. We want to demonstrate that the Garden Club members are interested in flowers for the sake of flowers alone and because of what they do for houses and invironment [sic]."

Prestemon commented further on the purpose of this show in his column.

"It comes down to this: we are all interested in a better community in which to live," Prestemon wrote. "There are a hundred ways to accomplish this and the garden club members feel they are contributing something through their efforts, not alone by organized effort but as individuals through example and precept. Anything anyone does to make a better community results in some benefit to all."

The Window Flower and Garden Show is only one example of the Columbia Heights Garden Club's efforts to improve the attractiveness of their city. They also wrote to county commissioners, city officials, and state legislators concerning the obstacles facing the beautification of Columbia Heights and Anoka County. In June of 1957, the Garden Club addressed the Anoka County commissioners regarding the

#### Columbia Heights Garden Club

Columbia Heights, Minn.

#### Received

Cash Awards at Flower Show, Aug. 29th & 30th, 1942.

Sweepstakes

Mrs. Jones Adkins,

4055 Jefferson St.

\$ .75

Jour Dolling

Betty Barrington

3828 Jakkson St.

2.00 - Betty B

mosquito epidemic plaguing Minnesota.

"Now therefore be it resolved: that the Columbia Heights Garden Club urge that this county participate in an area wide program of mosquito abatement, to include at the least five or six neighboring counties," wrote the club.

The club also wrote to Senator Ralph W. Johnson of the Minnesota State Senate concerning the unsightly presence of billboards along interstate highways. Another letter, written in July 1960 to the Minnesota State Highway Department, urged the state to develop rest areas alongside highways in Anoka County.

"The Columbia Heights Garden Club shares the consensus of all the people in the rapidly growing Anoka County over the lack of provisions for transients passing through our area for some place for them to place to the side of the road and enjoy a brief rest, a snack and recreation," they wrote.

The club also contacted Columbia Heights officials encouraging them to purchase vacant lots so that they may be converted into beautiful parks. Foremost in their minds always was the further beautification and aesthetic improvement of Columbia Heights and the surrounding area so that it may be a pleasant and wholesome place to live and visit.

Although a Google search will yield virtually no results directly related to the Columbia Heights Garden Club, the organization remained a significant presence in Anoka County for over 30 years. The attendees of that first exhibition in the fall of 1938 may have initially only shared an interest in flowers and gardening, but the members of the club appeared anything but half-hearted. The club was not merely a hobby that got them out of the house once a month. They were a serious organization with elected officers, appointed committees, sponsored events, and advocacy to state legislators - all in the hopes of achieving their ultimate goal of making Columbia Heights a beautiful, desirable place to live; a city whose beauty permeated throughout

COLUMBIA HEIGHTS GARDEN CLUB

Dear Friends:-

With spring just around the corner our thoughts turn to finding ways in which we can make the most of the coming spring and summer in our gardens. Lovely gardens and flowers bring joy and color

Lovely gardens and flowers bring joy and color into our lives and beauty to our community. If you are not already a member of our newly organized Garden Club, won't you join us in our efforts, and come out to the next regular meeting, Tues. evening March 7th, at 8 o'clock? Our meetings are being held in the church parlors of the Church of Immaculate Conception. Come and bring others with you.

the entire community, positively altering the way its citizens conducted themselves.

While we may not feel so compelled, perhaps the example of the Columbia Heights Garden Club can move us enough to simply take time and smell the roses.

- Irea



Not unlike other professions, it is important that ACHS staff continually improve our specialized knowledge and training so that the ACHS collections, archives, and organization receive the best possible care.

One way I do this is by attending the annual Midwest Archives Conference, where workshops, panels, and lectures presented by other archivists provide me with new and improved skills to bring back to ACHS. This year, I attended the 2017 Midwest Archives Conference (MAC) in Omaha, Nebraska at the beginning of April. I would like to thank the Twin Cities Archivists Roundtable (TCART) for their

assistance with a generous Professional Development Scholarship to offset some of the conference costs.

One of the highlights of this year's conference for me was a workshop on creating mounts and supports for artifacts on display. As of this year, I am responsible for not only the collections at the Historical Society, but also for the exhibits. I have some limited previous experience with exhibit-building, but also lots still to learn. This workshop, "Exhibit Mount Basics & Beyond," was very helpful.

The three women conducting the workshop did an excellent job explaining how to build different structures for artifacts on display, keeping the mount itself unobtrusive while still giving the artifact the support that it needs. They provided hands-on practice for two exhibit mounts and provided instructions on how to create many more. I practiced mounting a flat item, such as a document or photograph, onto a supporting board using corners or strips of Mylar to hold the item in place — an excellent way to keep adhesives away from an artifact. We also created book cradles, a technique of scoring and folding acid-free mat board up to form two triangular supports and a base. A fragile book can then rest open in this cradle, with the spine and the pages all fully supported.

Additionally, the workshop provided samples of good materials to work with for exhibit-building, as well as a list of resources and further reading. I recently put my new knowledge into practice when creating our new exhibit on the Ticknor House in Anoka.

Flat mounts support two fragile prescriptions dated c. 1900, which can now be safely propped up and displayed for visitors. We also have two Ticknor family photograph albums, one from the late 1800s and the other from the early 1900s, which I wanted to display. Building each a custom support (one a full book cradle, the other a half-cradle), allows me to display them without putting additional stress on their spines.

Further techniques discussed in the workshop included skills like sewing small pillows out of Tyvek or unbleached cotton fabric on which small, delicate items can



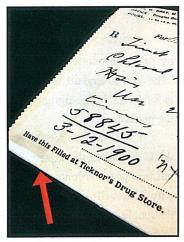
Sample wheel of archival materials

safely rest. You can see examples of this technique in the Ticknor exhibit as well. Look for a glass medicine bottle with an interesting Ticknor & Co. drug store label on it resting on such a pillow.

A later panel session touched on similar themes to the workshop, providing advice and examples for supporting artifacts while they are in storage, rather than on display. Several ideas for building useful yet cost-effective supports were shared, and attendees could later access the program as a reference. I will use this information on the organizational side of our collections storage at ACHS in the future, so that our artifacts can have good support and protection while we stay within our available funds for preservation.

Other aspects of the conference provided intellectual support and encouragement for some of our projects and goals here at the history center. A lunch-time forum focused on the idea of collaboration between libraries, archives, and museums. Since ACHS has long-term relationships with the Anoka County Library system and the Minnesota Digital Library, it's encouraging to know we are certainly not alone in pursuing collaborations of this nature. Our unique projects with these organizations allowed me content to share with my colleagues during the course of the event. Museums, archives, and libraries have much to offer each other as institutions, as well as our patrons, who can have easier access to a greater number and variety of resources when we work in collaboration.

Although they are projects for another year at ACHS, I was also glad to attend panels discussing the issues of Web Archiving (preserving websites and other



An almost invisible way to mount this paper using Mylar.

internet content) and Digital Content Migration (making sure that various types of digital content remain accessible despite changing hardware, software, and file formats) to begin planning. These panels gave me some new information and ideas about these processes. As we look to tackle these projects in the future, I think the more we can learn about them beforehand, the better. Hearing how other institutions are undertaking them, whether singly or cooperatively, as well as their challenges and solutions, are

helpful in this regard.

The Midwest Archives
Conference allowed for me to
connect with colleagues in my
profession and to bring new or
improved knowledge back to
ACHS. It is my goal that we
improve our collections
management and continue to present
top-notch, interesting exhibits to our
visitors. I hope to attend both MAC
and local TCART professional
events for many years to come.



Finished mount

#### **World War I Resources**

#### in the Reference Library

On April 6, 1917 the US declared war on Germany. Why? What happened then? The ACHS Research Library has a good selection of books for World War I research.

EYEWITNESS WORLD WAR I, written by Simon Adams and photographed by Andy Crawford (call number 940.3 AD), is a great starting place for information on "The War to End all Wars." Chapters begin with a concise overview of the topic. This is followed by photographs accompanied by detailed information about the subjects of the pictures.

You'll want to see the Navy Recruitment poster described in the book as, "When the U.S. entered the war in April 1917, a poster showing an attractive woman in naval uniform urged volunteers to enlist." Learn what else women did in the war. Find out why Alexei Brusilov, Joseph Joffre, Gabriel Voisen and others are "Important Personalities." Check the "Fascinating Facts" section for information on preparing food in field kitchens, messenger dogs, and the first tank. Read the "Questions and Answers" to discover why tanks were called tanks. Another section describes "Major Battles." Other topics included weapons, uniforms, gas masks, trench life, sand shoes, espionage, and more.

If EYEWITNESS WORLD WAR I leaves you looking for more in-depth information, try WORLD WAR I: A VISUAL ENCYCLOPEDIA, General Editor: Simon Forty call number 940.3 FO.

Want to see WWI exhibits at other historical societies? Try the Minnesota History Center, Dodge County Historical Society, Olmsted County Historical Society, or Otter Tail County Historical Society



Sandy Connor has been a volunteer with the ACHS for more than 10 years. She can be found helping at the front desk at the History Center, setting up home at the Farmhouse during the County Fair, and selling tickets for the Home and Garden Tour at Riverfest. Her dedication, smile, interest in local history, and sparkly glasses cannot be matched.

#### Come to Dinner, We miss you!



Did you attend Buster Talbot's, or Natalie Haas Steffen's recognition dinners? Did you celebrate the Halloween Stamp unveiling at our dinner this past September? In doing so you helped support ACHS and contributed to an important part of keeping us a financially healthy organization.

#### With hundreds of people attending these

large events, we didn't have a chance to connect with YOU. As a result, this year we created smaller, exclusive Night at the Museum fundraising dinners from 5:30-8:30 p.m. Each dinner has a different theme: learn about the hidden pieces of the ACHS Collection, special Halloween artifacts, or dust off your detective skills at a murder mystery. These limited seating events also offer a gourmet, plated dinner, behind the scenes tours, special artifacts, and lots of laughter and fun. Invite a friend and purchase your tickets now! A fun night for you will help ACHS continue our mission to keep telling our Local History. Tickets: \$50 via website or phone.

#### July 20 Dinner

Collections— Unwrapped! Fold back the tissue paper and witness the unveiling of some of



the oddest items in the ACHS collections! Become a foster parent to an artifact you choose to adopt and help ensure it lives a long and happy life for future generations.

#### September 20 & October 11 Dinners

Anoka Halloween goodies are collected all over the world. Talk Halloween, get



an up-close look at
ACHS's exclusive
collection of Anoka
Halloween
memorabilia...and hear
some ghost stories!

#### **August 24 Dinner**

Jon Arfstrom [1928-2015] lived his life creating art.

Pencil, pen, oils, acrylics, watercolor, markers, colored pencils, charcoal, and pastels all found a home in his work. Enjoy a relaxing evening with people who knew him while helping to support his legacy project of digitizing diaries, a book, and an online exhibit for the museum.

#### September 27 & October 18 Dinners

It's a who-done-it night of mayhem!

Become detectives, interrogate suspects-or try to get away with murder at

ACHS's inaugural murder mystery
dinners.

Character profiles given prior to event.





Sometimes I feel like we are Elmer Fudd, "Shhhhhhhh be very, very, quiet we're huntin' (history) rabbits." If we are too loud people might hear us coming.

While the sneak attack works well for my cat, it doesn't work so well for museums—it just means that

people don't know about us or continue to think of history as boring.

That is definitely not true! We know we're cool. Our volunteers know that history doesn't have to be boring, that it can be exciting and thought-provoking. Our local stories can make us cry just as easily as they can make us laugh. We can be surprised by the rich history right in our own backyard, the house down the street, or that place across town.

SO I am placing a summer challenge to all of our volunteer friends: don't let ACHS be a secret anymore! Talk to your friends and when you speak of us, shout from the



Further proof we're not boring.

(metaphorical) rooftops. If you must speak in hushed tones, do so from awe. The more we share our love of history, the more we advocate for ACHS and let others know we're cool too, the more friends we will have. These new friends will have new stories to share, and help ACHS grow.





### INSIDE ACHS



### MUSEUM SCAVENGER HUNTS

Not sure where to take the kids on summer break? Bring them by the History Center! Our exhibit hall is FREE to ALL and is a chance to share your own stories along the way. There is also a FREE Scavenger Hunt that takes you from one end of the exhibit hall to the other searching for the unexpected. (Like the item above!)

### **Ghost Tours**

They aren't just for the fall anymore! Book a private ghost tour for your group of people-friends, family, co-workers, club, senior center, etc. Enjoy the history and mystery of Anoka on a beautiful evening walk this summer. Please keep group size between 15-25 participants.

Tickets: \$9 adults, \$7 members. Schedule your tour by calling Sara at 763-421-0600

### WANTED

### **GHOST TOUR GUIDES**

Are you, or someone you know, comfortable speaking in front of crowds of people? Love local history? Intrigued by ghost stories? AND have time this Ghost Tour season (Aug-Oct.)?

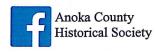
### Auditions August 4 & 5

Prepare any 5-minute story and show what you have to be a new Ghost Tour Guide.

Contact Sara for more information and to schedule an audition Sara@AnokaCountyHistory.org

### Keep up with the Fun at ACHS!

Don't wait another two months to discover what the ACHS is up to. Find us on Facebook, Instagram, and Twitter. We share photographs and artifacts from the collections, updates about upcoming programs, and a behind the scenes look at antics around the History Center.





AnokaCoHistory



AnokaCoHistory

### **General Donations**

American Legion Edward B. Cutter Post #102 Anoka Lions Club Harry & Jeanette Blair Dan Erhart Dan & Laarni Frank Florence Jacob Mike & Maria King Jeffrey Larson Melvin Larson Sandra McFarland Medtronic Foundation John Novack PEO Chapter Z Philolectian Society Rum River Writers Group Jeff Sampson James W. Sorenson Thomas & Kristi Sullivan Tom & Linda Sullivan Darrel Untereker Vietnam Veterans of America

### **Artifact Donors**

Chapter 470

Anoka County Arts Alliance
Anoka County Courthouse
Lee Burtman
Mary Chamberlain
Roy W. & Lois Downs
Karah Hawkinson
Patti Joyner
David V. Latterell
Martha McCabe
Joe Scholz
James W. Sorenson

### **New Members**

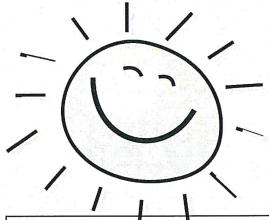
Daryl Lawrence Perry Rowen Kristina & Matt Wilberg

### ACHS Sustaining Members Terry Overacker Plumbing

### **ACHS Business**

### Members

The BIG White House Coon Rapids Historical Commission Dan Gould Jewelers Forest Lake Contracting Northeast Bank Nowthen Historical Power Association Peterson Shoes Pierce Refrigeration



### Become a Business or Sustaining Member!

As a Business Member you receive membership benefits, a listing in our newsletter and website, an ACHS window cling to display— \$75

NEW! (For Individuals or Businesses) A
Sustaining Membership includes the benefits of a
regular membership, a shout-out in our newsletter,
and recognition on our web site. You also receive
an annual free personalized Group Tour for you and
14 friends (must be scheduled in advance). Will
come with complimentary refreshments.— \$150

If you want more information or your business would like to become a member or sponsor with ACHS call, 763.421.0600, email Audra@AnokaCountyHistory.org or visit our website AnokaCountyHistory.org

### Visit the History Center! Open 5 days a week, NOW FOR FREE:

Tuesday 10 a.m.—8 p.m. Wednesday-Friday 10 a.m.—5 p.m. Saturday 10 a.m.— 4 p.m.

### **ACHS Board Meetings**

Second Thursday of each month. 6 p.m. at the Anoka History Center Open to membership and the public

### Rum River Rovers Baseball Team

Watch and cheer on our Anoka County baseball team. These players play a gentleman's game using original 1860s rules. Full schedule at: anokacountyhistory.org/rum-river-rovers-vintage-base-ball/

### Riverfest

July 8, 10 a.m.—4 p.m.

Cost: FREE but donations welcome

A new exhibit explores the life of four generations of Ticknors, from Heman through his great-grandson, who fought in the second World War. On display are family land grants from the 1700s, photograph albums, clothing, and military dog tags. No party would be complete without entertainment and refreshments, including performances by the students of 'Nmotion Dance Center of Fridley, special musical appearances, and treats of ice cream and cake.

### 14th Annual Anoka Heritage Home and Garden Tour

July 9, 1 p.m.—5 p.m. throughout the city of Anoka Tickets: \$12 advance, \$15 the day of the tour

You will discover an elaborate birthday celebration at the Ticknor Hill Bed and Breakfast, where cake, candles, live music, lawn games, and even view antique fire trucks (all those candles could be dangerous!) will occur in addition to the home tour. You'll also find fraternal organizations past and present of Anoka, have a chat with a professional gardener and soil conservationist, and see musical sculptured art.

### East Bethel Booster Club program

July 15, 2:30 p.m in the council chambers of the East Bethel City Hall Cost: FREE

East Bethel is the largest city in Anoka County by land area. How did this community come to be its own city, and how did that city grow and develop? Shortly after incorporation in 1957, a group of determined citizens formed the East Bethel Booster Club. Under the leadership of John H. Nordin, they spent the next two decades helping their new city to grow and prosper. Learn the story of the Booster Club, their ups and downs, and the lasting legacy they have left in East Bethel.

AC Anoka County
HS Historical Society
2135 Third Avenue North
Anoka, MN 55303
(763) 421-0600

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ANOKA, MINN. PERMIT No. 198

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





hen Debbie and David Torgersen open up their

own brewery in the northern Twin Cities suburb of Spring Lake Park, it will be a dream fulfilled—with backing from average Joes and Janes.

David's career in the military took him and Debbie to every corner of the world, and at each stop, the couple sought out great beer. So it was a logical step when, after his retirement in 2015, the two ventured into home brewing. In the first 18 months alone, they produced a staggering 66 batches of beer—impressing friends who encouraged them to bring their beverages to the masses. Several beers and brewery tours later, they decided to go for it: Torg Brewery is scheduled to open in spring of 2018.

Starting up a brewing operation requires considerable capital for real estate, equipment, staff and other expenses. The couple cobbled together about 90 percent of what they needed through their own equity and loans backed by the Small Business Administration and traditional bank lenders.

But they also wanted individual investors to support their idea—people with regular jobs who couldn't necessarily contribute tens or hundreds of thousands of dollars. It wasn't so much for their money as it was for their buy-in as potential customers and, in turn, product evangelists who would tell others about the Torgersens' beer.

Enter equity crowdfunding, officially marketed under Minnesota law as "MNvest." It allows businesses to publicly market shares of stock to people who don't normally play in the world of private-stock offerings, which previously was reserved exclusively for the wealthiest, or "accredited," investors. Supporters describe it as akin to Kickstarter, but instead of getting a trinket for a contribution, people become equity investors in the company.

### **Shaping MNvest**

■ Until recently, this type of lending was more or less illegal. The Securities and Exchange Act of 1932 prohibited startups from marketing financial offerings to, and receiving investments from, non-accredited individuals. Kickstarter campaigns couldn't exchange shares of stock for cash.

That began to change with the Jumpstart Our Business Startups (JOBS) Act of 2012, part of which required the SEC to write new rules that would make it easier for job-creating, small businesses to raise capital. It also included initial rules allowing for online platforms to conduct securities transactions without them having to be formally registered.

The final rules that emerged in 2016—called regulation crowdfunding (CF)—exempt security registration and allow public marketing for businesses raising up to \$1 million during a 12-month period. The rules feature relatively tight investment caps that

are determined by income and net worth, ranging from \$2,000 to \$100,000.

Results are slowly trickling in. In the second half of 2016, 156 companies put forth 163 offerings, according to a report by the SEC's Division of Economic and Risk Analysis. The median sought-after amount was \$53,000. During that period, 33 companies completed their fundraising with the median total-raised amount of \$171,000. Twenty-four offerings were withdrawn.

The findings of the report, however, really only tell part of the story. During the four years between the passage of the JOBS Act and regulation CF emerging from the rule-making process, 35 states took matters into their own hands by passing intrastate equity crowdfunding laws that were permitted in the federal legislation.

Minnesota was one of them: the Legislature created MNvest as a way to provide "wider, cheaper and faster access to seed funding for entrepreneurs." It allows any Minnesota-based business to use online portals to raise \$1 million, and expands that amount to \$2 million if they've completed an external audit. Non-accredited residents of the state can invest up to \$10,000 per person per offering.

So why two different approaches? MNvest is designed for funding deals within the state, while the federal regulation CF is designed for interstate funding. If business owners need to seek financing beyond Minnesota, they need to pursue the federal plan instead of, or in addition to, MNvest.

"We think there are a lot of Minnesotans that want to invest in the next great company," says Ryan Schildkraut, director at investment bank Freeland Briese and cofounder of a MNvest advocacy group that pushed the legislation.

MNvest was signed into law in 2015, but rulemaking by the Minnesota Department of Commerce pushed its rollout to the summer of 2016. Even then, delays in getting the online portals up and running meant the first campaigns weren't registered with the Department of Commerce until the last days of December.

### **Community Focus**

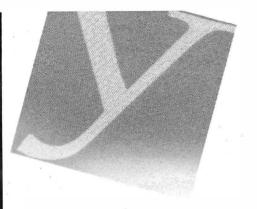
■ Intrastate crowdfunding comes with limits, one of which is that offerings on MNvest can only come from Minnesota businesses and are only available to Minnesota investors. But advocacy groups and businesses have used that limitation to their advantage by marketing these restrictions as a way for investors to foster local businesses that they themselves would patronize.

That approach appeals to the Torgersens. The couple hopes to bring "approachable" beer to the untapped masses in the north metro who aren't looking for super-hoppy IPAs or high-ABV suds. And they hope they can do that by persuading their future customers to buy into the brewery—and spread the word.

"We think getting local money is the best, especially if you're trying to build a com-







"It's been great to receive so much support from the neighborhood and meet folks that will most likely be our regulars."

-Jordan Standish

Brewing in St. Paul

co-founder of Clutch

munity," David Torgersen says. "We want a family of ambassadors who go to the bar every week and talk about it. That's the direction we wanted to go."

Torg isn't the only brewery that seems to have that idea. Of the seven companies that had filed by May 31 with the Minnesota Department of Commerce to offer securities through MNvest, five are focused on beer production. That, in part, can likely be chalked up to supporters of the law like Zach Robins, a lawyer at Winthrop & Weinstine who specializes in craft brewery law and is a co-founder alongside Schildkraut of a MNvest advocacy group. But the ability to build a community of local owners who have a personal stake in the business' successrather than a big-time investor that just wants ROI—holds considerable appeal.

It was that same community aspect that drove the founders of Broken Clock Brewing, which opened in Northeast Minneapolis this May, to pursue equity crowdfunding. Broken Clock faced challenges through traditional lending channels because it is organized as a co-op, but co-founder

Jeremy Mathison says using MNvest was attractive to them regardless.

"Even if banks were willing to work with us, we would have wanted to go the MNvest route," he says. "It allows us to keep more money in our local economy and allow everyday, hard-working Minnesotans to invest in a company from the ground floor."

### 'Eating Our Own Dog Food'

■ Among the half-dozen companies working their way through the crowdfunding process, Silicon Prairie Online stands out, and not just because it isn't a brewery. The St. Paul-based company is taking advantage of the new law to raise money—and to offer their services to others looking to raise cash. That's because it's one of just a handful of portal operators in the state.

These portals are fundamental to MNvest; all offerings are required to be listed on a state-approved portal operator. While a company is legally allowed to build an online portal of its own, most are likely to go through one of a handful of companies that can build and host

a fundraising campaign. In addition to Silicon Prairie, two other companies offer the service: Venture Near and MNstarter.

Silicon Prairie founder and CEO David Duccini says the new law is exciting—a way to "democratize capital." He touts his portal's features, such as block chain technology that provides security and the ability to directly transfer money from an investor's bank account. But he wanted to go a step further in marketing by actually running a campaign on his platform to prove the portal's compliance with the law and viability.

"I've been calling it an 'eating our own dog food' moment," says Duccini. "This feels like that turn-of-the-century time [100 years ago] when the public needed to be shown that elevators were safe."

The demonstration seems to have caught on. Silicon Prairie was the first company to surpass its minimum funding goal of \$50,000, blowing past that number and raising more than \$112,000 from 12 investors. Some of that might be due to a Kickstarter-like perk for investors: an in-kind portal fee *Continue to 36* 









### Who's Raising Money with MNvest?

**Bluenose Gopher Brewery** Location: Granite Falls Industry: Brewing Filed: December 28, 2016 Wants to raise: \$200,000 Minimum investment: \$500 So far: \$40,500

**Torg Brewery** Location: Spring Lake Park Industry: Brewing Filed: December 29, 2016 Wants to raise: Up to \$600,000 Minimum investment: \$5,000 So far: Will close above \$200,000 (exceeded minimum)

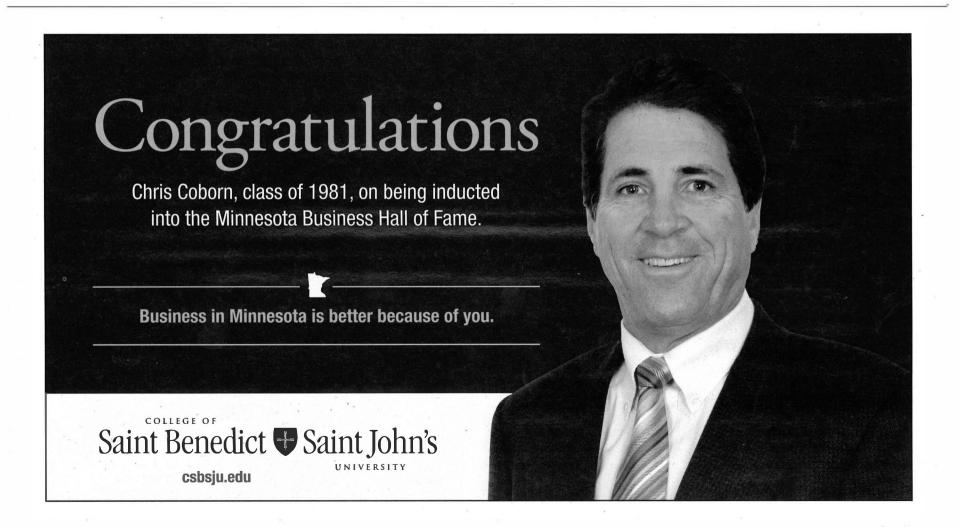
**Broken Clock Brewing** Location: Minneapolis Industry: Brewing Filed: January 4, 2017 Wants to raise: \$200,000 Minimum investment: \$500 So far: \$57,000

**Clutch Brewing Co.** Location: **St. Paul** Industry: **Brewing** Filed: **January 27, 2017** Wants to raise: \$450,000 Minimum investment: \$1,000 So far: \$160,000

**Silicon Prairie** Location: **St.** Paul Industry: **MNvest portal** Filed: **February 16, 2017** Wants to raise: \$50,000 Minimum investment: \$100 So far: **Over** \$107,000

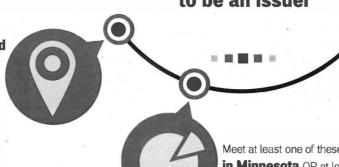
Culhane Brewing Location: St. Paul Industry: Brewing Filed: April 24, 2017 Wants to raise: N/A So far: N/A

Farm + Vine Location: Minnetonka Industry: Restaurant Filed: June 2, 2017 Wants to raise: \$500,000 Minimum investment: \$5,000 So far: N/A



Requirements to be an issuer

Be a **Minnesota-based** company with principal office in the state.



Can't be engaged in the following industries: securities

(investing, reinvesting, owning, holding or trading), extractive industries (oil, mining), digital and cryptocurrencies (Bitcoin), investment company, "blank check companies."

Meet at least one of these four conditions: At least 80 percent of assets are in Minnesota OR at least 80 percent of gross revenue comes from Minnesota OR a majority of employees are in Minnesota OR 80 percent of proceeds from the offering are used in the state.

Continued from 34 credit for the next two years.

"We put the perk in to see if we could prime our pipeline," Duccini says. "It appears to have worked."

But Duccini also expects more small-time investors who aren't interested in the portal fee credit to want in soon. In anticipation of that, he's dropped the minimum investment from \$1,000 to \$100.

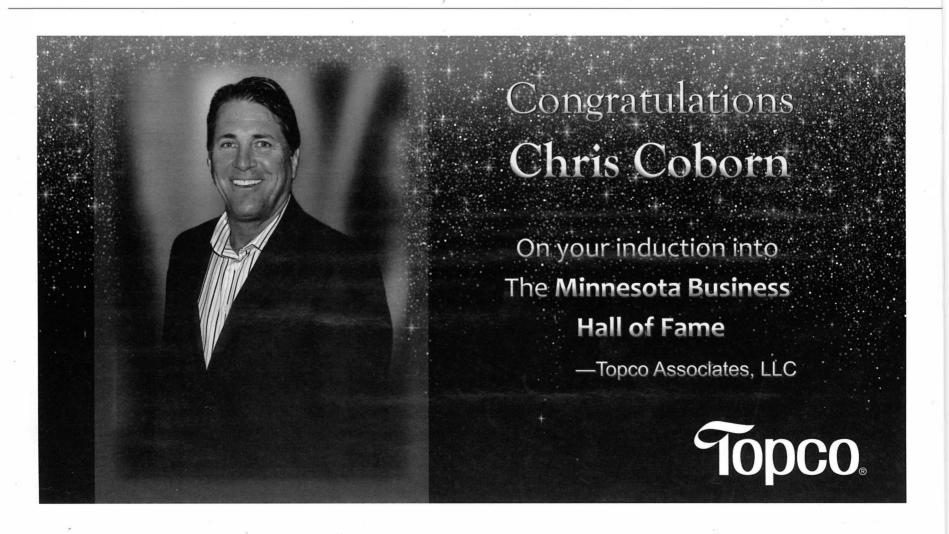
Money from the raise will help the company grow in several ways, including the development of a mobile app for the portal and allowing Silicon Prairie to expand its services beyond intrastate crowdfunding. That includes regulation CF—the federal interstate funding—and

other investment options like a "self-directed IRA" that might include crowdfunding as part of the portfolio.

With proof that the concept will work, Duccini says he's prodding companies to consider a campaign. As he sells it, he tells people that crowdfunding can serve as "a bridge after your bank says no and before your angel/VC says yes."

### Dipping a Toe

■ Though many businesses interested in equity crowdfunding focus on the benefits of community involvement, some see it as a potential new avenue to tap into capital. That's the case for Martell Diagnostics Inc., which offers a blood test to detect a specific form of breast cancer known as HER2. The test they offer is





taken about 2,000 times per year. But the market for it is closer to 4 million—if the company can find a way to scale.

The Roseville-based biotech laboratory was founded in 2008 and has the support of angel investors. But like any company looking to expand—and, in Martell's case, expand its marketing to oncologists—the "growth of the business has a never-ending appetite for capital," says Franklin Pass, its co-founder and CEO.

The company previously dabbled in crowdfunding of the Kickstarter variety on a platform called MedStartr. The campaign, which offered prizes like T-shirts to donors, flopped: In 45 days, it raised just \$600 of a \$40,000 goal. Pass attributes the failure to the difficulty of getting word out and little incentive for people to give.

He thinks crowdfunding that offers equity could be different. "It's exciting to see a new tool here."

Though Pass hasn't decided if he'll pursue a MNvest campaign rather than seek capital through more traditional means, he sees the potential, especially given the elevated awareness that market-

ing campaigns have brought to breast cancer and related research. And while Martell's board of directors would likely prefer a handful of large investors over potentially hundreds of small ones, Pass says he sees value in allowing people to invest small.

"This could be a way to participate in a biotech startup for a reasonable sum of money," Pass says. "By the time companies do IPOs these days, they're unicorns—they have valuations over \$1 billion. How can a \$10,000 investor really participate? [A MNvest campaign] could be a way to do that."

Still, Pass has concerns with equity crowdfunding, especially as it relates to costs. Among the expenses required to get a campaign off the ground are legal fees, transaction fees that go to the portal operator and any marketing that drives awareness.

"It's a function of maturity of the [investment] vehicle," he says. "People haven't yet figured out how to package it economically for little companies like Martell."

Those costs can really add up. A business using the federal regulation CF

for a campaign raising up to \$100,000 could see as much as 39 percent of their investment eaten up by portal and compliance fees, according to the SEC's own estimates in its 2013 proposed rules.

While MNvest campaigns are still too new to make a hard-and-fast determination of their costs, federal regulations are considered to have higher compliance costs. MNvest cofounder Robins says prospective businesses should budget up to \$30,000, with about half that amount related to legal fees.

Ultimately, MNvest's biggest challenge likely won't be cost but awareness. An investment tool for the 97 percent of people that aren't---or can't be---accredited investors needs those people to know it exists before any money can pour in.

"We were at a chamber of commerce meeting and broached the subject [of MNvest]," Debbie Torgersen says. "With chamber leaders, bankers, financial planners and other small-business owners in attendance, no one had heard of MNvest."

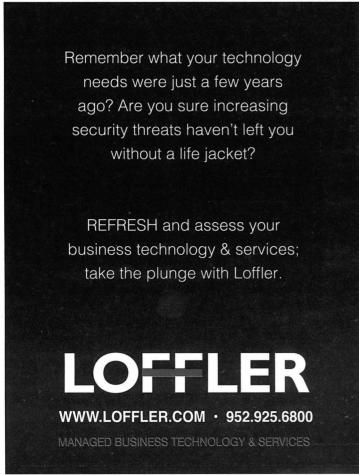
That's not surprising to MNvest activist group co-founder Schildkraut. He says it's a bit of a chicken-and-egg problem:

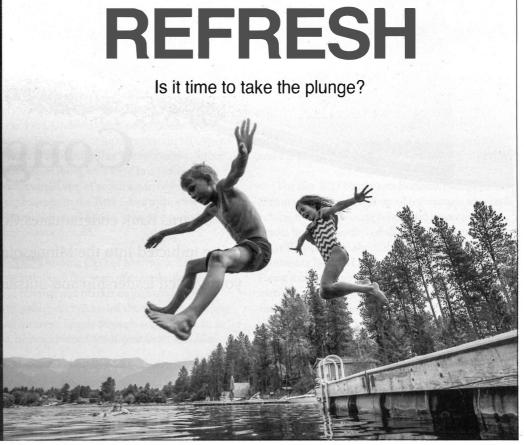
Companies won't pursue equity crowdfunding if they think people don't know about it, and investors won't become engaged if there aren't solid companies in which to invest—and robust portals to make investing easy. "It will take years for all these pieces to come together."

The Torgersens aren't sitting by waiting for others to find out about equity crowdfunding on their own. They've developed a presentation to share with business leaders. The effort seems to have paid off—at least for them. They have surpassed their minimum amount needed and plan to close their offering with over \$200,000 in escrow. Having seen their own success, they hope others can take advantage of it too.

"We feel MNvest offers a great economic advantage to small, local business and the general public, which up to this point has had limited investment opportunities," Torgersen says. "We want to raise awareness so that all Minnesotans can take advantage of this great tool." tchmag

Andre Eggert is TCB's online and e-newsletter editor.





blaine centerville circle pines ham lake lexington lino lakes spring lake park

### **Video Production**









Municipal Producer, Trevor Scholl, continued to meet with City officials and department contacts regarding potential programming for the channels. He completed six of the projects that had previously been requested, and shot footage for seven more. Those seven will require editing before completion. In addition to video productions he also marched in the Spring Lake Park Tower Days and Blaine Festival parades as a part of the NMTV float. He photographed parade attendees and posted the photos to the NMTV Facebook page. NMTV receives thousands of visits from parade attendees looking for their photo. Staff members Kenton Kipp, Danika Peterson, and T.J. Tronson also either produced programs or assisted in the production of programs for the City channels.

### June Completed Videos/Playing on City Channels & Internet

Title	Producer	Runtime
Blaine Farmers Market	Trevor Scholl	00:05:39
Fishing Licenses	Trevor Scholl	00:03:51
Centerville City Promo	Trevor Scholl	00:02:31
Boating Regulations	Trevor Scholl	00:04:24
Anoka County Lakes	Trevor Scholl	00:15:59
Aquatic Invasive Species	Trevor Scholl	00:07:56
Spring Lake Park Tower Days Parade	Kenton Kipp	01:14:12
Blaine Festival Parade	Kenton Kipp	01:12:22
Anoka County Board Meeting (6/13/17)	T.J. Tronson	00:39:33
Anoka County Board Meeting (6/27/17)	Danika Peterson	01:07:48
Cable Commission Meeting (6/21/17)	T.J. Tronson	00:08:45

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

- · Tower Days Events editing
- Blaine Festival editing
- · Spring Lake Park Mayor's Minutes
- · Ham Lake Mayor's Minutes
- Ham Lake Farmers Market
- Lino Lakes YourGov App
- · Lino Lakes Child Car Seat Safety editing
- · Lino Lakes meeting for corrections facility piece
- · Fetes Des Lacs

- · Centerville Mayors Minutes 2 editing
- · Blue Heron Days
- · Circle Pines Mayor's Minutes editing
- · Lexington Mayor's Minutes
- · New pictures for Lexington website
- · Blaine Tip 411 App editing
- · Blaine traffic control unit editing
- · Blaine Mayor's Minutes 2 editing
- · Business profiles
- · Fire station recruitment needs for each department
- Explorers programs
- · City comprehensive plan coverage
- · Lexington Fall celebration

### **Equipment Consulting/Technical Support**



### **Blaine**

- Met with Roark on 6/5 regarding Blaine HD upgrade. Reviewed proposals sent by Alpha and Z Systems. Talked about pluses and minuses for both proposals.
- Called Roark about SCALA signal loss. System probably lost power due to storm. Roark will reboot. Also discussed HD upgrade proposals.
- Discovered Blaine video equipment not on a surge protector. Looks like either the power supply or router were fried by storms. Put in expedited order for new power supply. Make plans to cover meetings with single cameras. Router is ok. With new power supply, able to get system back up and running.
- Went to Blaine City Hall to check on signal. Comcast routing issues. Called Comcast to resolve.
- Met Clark Arneson and answered questions regarding the proposed HD system and transport of signals back to NMTV.
- Council Member Jason King would like to meet to have technical questions answered regarding system.
- Comcast restores Blaine signal. All equipment functioning. Meetings can be recorded as usual.
- Watched Blaine meeting transmission. Looks good. Noted audio issues. Adjusted Comcast demodulator to hit appropriate average level of -18db.

### · Centerville

- Communicated with Teresa on 6/7 regarding changing the HD upgrade meeting time to Tuesday June 13 at 9 am with Alpha Video.
- Met with Teresa and Mike Ericson and Sam VanMoer and Mike Pouh from Alpha Video. Reviewed possibilities for a gradual HD upgrade implementation that will fit in the budget.
- · Having problems with a sticky button on SCALA system. Will wait on repair, as new systems should arrive soon.

### **Circle Pines**

- · Called Circle Pines regarding signal loss. Asked them to reset graphics computer.
- · Circle Pines channel off the air. Went to City Hall to assess. Rebooted system and determined all is working properly at City Hall. Called Comcast to check their system. Comcast found a blown transceiver and fixed. Circle Pines able to cablecast live meeting.
- Talked with Patrick Antonen regarding possible HD upgrade. Will do some preliminary research.

• DVD recorder not working. It is beyond repair. Found a used one on Ebay, sent to Patrick. Waiting to hear if it will work for them.

### Ham Lake

- Called Denise on 6/14 regarding HD upgrade. M Space and Z Systems have both visited City Hall to spec proposals. Matt will contact both companies and look into it further.
- Called Denise to review equipment recommendations. Told her we are available to review all proposals and answer questions. The upgrade will probably not take place right away.

### Lexington

· Lexington did not request any technical assistance in June.

### Lino Lakes

- Met Jeff Karlson and Z Systems. Hashed out the updated proposal & approved of design.
- Called Jeff Karlson about Lino Lakes signal loss. Probably out due to storm. System reset restores signal.
- Set a time to meet to discuss the HD project and answer any questions.
- Told Jeff Karlson that we have determined the most efficient way to stream meetings live. Are waiting for information regarding web interface from website designers. Will meet to discuss when issues resolved.
- · Spoke with Z Systems to review Lino Lakes system plan.

### **Spring Lake Park**

- Met with Wanda regarding Camera 4 malfunction. Tested signal with the waveform monitor. Checks out. Took a PGM out of the system and the camera looks find. Checked the KiPro drive and the camera looks bad. May have to replace camera. A chip or card in the camera may have failed.
- · Taught Wanda how to create graphics and get into the computer system.

### Master Control







Programming Coordinator, Michele Silvester, along with help from Eric Houston and Tarkor Zehn, 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.

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. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in June:

Title	Producer	Runtime	
Blaine City Council Meeting (6/1/17)	Blaine Staff	02:11:19	
Blaine Traffic Commission Meeting (6/6/17)	Blaine Staff	01:38:58	
Blaine City Council Meeting (6/15/17)	Blaine Staff	00:49:38	
Centerville City Council Meeting (6/14/17)	Centerville Staff	02:35:43	
Centerville City Council Meeting (6/28/17)	Centerville Staff	02:00:17	
Circle Pines City Council Meeting (6/13/17)	Circle Pines Staff	00:33:52	

Title cont.	Producer cont.	Runtime cont.
Circle Pines Utility Commission Meeting (6/21/17)	Circle Pines Staff	00:31:50
Circle Pines City Council Meeting (5/27/17)	Circle Pines Staff	00:41:50
Ham Lake City Council Meeting (6/5/17)	Ham Lake Staff	02:13:34
Ham Lake Planning Commission Meeting (6/12/17)	Ham Lake Staff	00:11:20
Ham Lake City Council Meeting (6/19/17)	Ham Lake Staff	02:26:38
Lexington City Council Meeting (6/1/17)	Lexington Staff	00:40:35
Lexington City Council Meeting (6/15/17)	Lexington Staff	00:32:40
Lino Lakes City Council Meeting (6/12/17)	Lino Lakes Staff	00:59:05
Lino Lakes Planning & Zoning Commission Meeting (6/14/17)	Lino Lakes Staff	01:48:19
Lino Lakes City Council Meeting (6/26/17)	Lino Lakes Staff	00:20:28
Spring Lake Park City Council Meeting (6/5/17)	Spring Lake Park Staff	00:56:58
Spring Lake Park City Council Meeting (6/19/17)	Spring Lake Park Staff	01:00:13
Spring Lake Park Planning Commission Meeting (6/27/17)	Spring Lake Park Staff	00:13:42
19 New Programs		22:26:59 New Hours
Blaine City Council Meeting (6/1/17)	Blaine Staff	02:11:19
Blaine Traffic Commission Meeting (6/6/17)	Blaine Staff	01:38:58
Blaine City Council Meeting (6/15/17)	Blaine Staff	00:49:38

Meetings are scheduled for replay based on schedules requested by each City. Additional video programming produced by NMTV staff is also scheduled on the channels. The table below outlines how many times a video program was entered into the Tightrope system, and played back on each City channel.

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	1000	253:52:24
Centerville	590	145:42:00
Circle Pines	609	149:52:36
Ham Lake	307	121:30:36
Lexington	503	115:32:24
Lino Lakes	306	94:36:00
Spring Lake Park	633	161:47:41
Totals:	3,948 Program Playbacks	1,042:53:41 Hours of Video Programming on Channels

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. Eric Houston is currently updating the pages for Cities that have indicated interest in his assistance. He began updating the pages in March, where hundreds of new slides were created. In June, new slides were created upon request. New Tightrope Carousel graphics generators have been purchased for Cities and will be installed mid-August. At that time, Eric will be responsible for all City approved content on the Carousel units. The following work was done for City graphics pages in June:

### **Blaine**

· Created 8 slides in anticipation of new Carousel system.

### Centerville

· Created 34 slides in anticipation of new Carousel system.

### **Circle Pines**

Create 5 new SCALA slides.

### Ham Lake

· Created new Carousel channels.

### Lexington

- · Went to City Hall twice to fix malfunctioning SCALA system.
- Created 5 SCALA slides.
- Created new Carousel channels.
- · Went to City Hall to upload new slides.

### Lino Lakes

- · Created 11 slides.
- Created new Carousel channels.

### **Spring Lake Park**

- · Create 23 graphics slides.
- Created new Carousel channels.

### **All Cities**

- · Carousel testing and experimentation.
- Testing and working through video encoding.
- · Determining best resolution and codec for video.
- · Consult with Tightrope.
- · Create and run test videos.
- · Create test channels.
- Learned how to create multi-zone channels.
- · Attended training webinar.
- · Created hand-out detailing options for City Carousel channels.

### 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. 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 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 June:

### **Blaine**

· 3 meetings bookmarked and placed on VOD.

### Centerville

· 2 meetings placed on VOD.

### **Circle Pines**

· 3 meetings bookmarked and placed on VOD.

### Ham Lake

3 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 meeting bookmarked and placed on VOD

### Administrative



The issues dealt with in June include the ongoing process for updating graphics generators and HD signal transport from Cities, presenting the 2018 NMTC budget for consideration, resolving customer complaints with Comcast, and exciting parade related activities.

### Carousel/Makito X

- · Carousel and Makito X delivery and installation scheduled by Alpha team for week of August 14th.
- Meet with staff regarding Makito X install and testing, and Carousel channel content creation, design, and programming.

### **2018 Budget**

- Recommend 2018 NMTC budget to Operations Committee and Cable Commission.
  - -Operating budget is \$71,000 over previous year due entirely to franchise renewal related expenses. Franchise renewal will begin for both franchises in 2018. The current Comcast and CenturyLink franchises go through December 31, 2020. Franchise renewal typically begins 3 years before the end of the franchise term.
  - -Capital budget is set at \$409,147. This includes the bond payment of \$229,215.
  - -Franchise fees returned to Cities are budgeted at \$400,000. This is \$55,000 more than was budgeted last year.
- After Operations Committee and Cable Commission approval the recommended budget was forwarded to Cities for consideration by the Councils.
- Notified Comcast and CenturyLink regarding approved PEG fee increase for 2018.

### **Customer Complaints**

• Resolution to Ham Lake resident complaint regarding alleged unpermitted work in the public right of way abutting his property.

- Mediated a complaint from a Blaine customer regarding sports and broadcast fees on bill. Comcast explained purpose of fees and credited one month of cable service as a courtesy.
- Mediated a Ham Lake customer complaint regarding the condition of his property after Comcast service installation. Resolution on-going.

### Miscellaneous

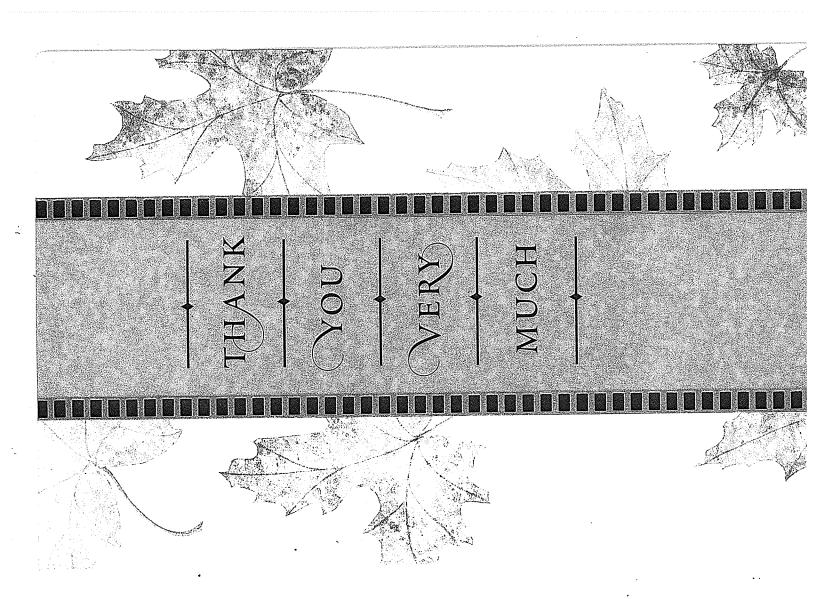
- Received a call from Lino Lakes City staff regarding plans for upcoming Blue Heron Days parade and help with sound system purchase.
- · Verified that NMTV will tape the parade and also have a float in the parade.
- Staff member stated that Lino Lakes was interested in purchasing their own sound system, and was looking for recommendations. Forwarded request to Video Engineer Matt Waldron.
- · Coordinated NMTV float and marchers in Spring Lake Park Tower Days Parade.
- · Coordinated NMTV float and marchers in Blaine Festival Parade.

### **North Metro Telecommunications Commission Meeting Talking Points**

June 21, 2017

- ▶ Progress continues on improving the quality and quantity of programming on the City channels. The Carousel graphics units and the Makito X HD video transport system are still en route. They are scheduled to be installed the week of August 14th. Municipal Producer, Trevor Scholl, continues to meet with City officials and to produce requested programs. He finished eight projects in May. A new "City Report" is being produced. It details City related work performed by North Metro staff over the previous month.
- ▶ The draft 2018 budget was reviewed and approved. Overall operational costs increased by \$71,000 over the 2017 budget, due entirely to anticipated franchise renewal expenses. Personnel costs decreased by \$6,000 because of staffing changes that took place in 2017. Capital expenses are budgeted at \$409,147. The majority of the capital budget is dedicated to the HD bond payment of \$229,215. Other capital expenditures include field equipment, video and data transport systems for City channel playback, software and computer upgrades, and licenses and maintenance contracts. Franchise fees returned to Cities have been budgeted at \$400,000. This is a \$55,000 increase over the previous year.
- ▶ The Commission moved to increase the PEG Fee by 7 cents, per subscriber, per month, in 2018. Any increase in PEG fee income will be placed in a reserve fund for anticipated building related updates, such as replacing the roof and heating/AC units. The PEG fee has not been increased for five years. It was noted that the Lino Lakes City Manager was not in favor of increasing the PEG fee.

PLEASE encourage your council members to call me if they have any questions you can't answer. I would be happy to answer any questions they may have. Heidi Arnson at NMTV. Direct line is 763-231-2801. Email is harnson@northmetroty.com.



Dear Swing for July Live Days,

Thank you nery much for

the wonderful event that you

Hanned for the pesible of

78th the & don't know what was

a bigger highlight for your

A year ald grandson-gotte to

your the fire hose, or

winning the giant bag of

animal cookies, the ac all

greatly appreciated,



# EVEN THOUGH YOU DIDN'T HAVE TO DO IT, YOU DID IT ANYWAY. AND IT WAS MUCH APPRECIATED.







Spring Lake Park Police Dept. 1301 81<sup>st</sup> Ave. NE Spring Lake Park, MN 55432 Dear SLP Police Dept.,
Thank you very much for your presence and vigilance at the Eid prayer service held outdoors at the SLP High School at the SLP High School at the SLP High School at of Spring Lake Park resident, homeowner, and neighbor of the high school, and as a Muslim member of our community, I greatly appreciate how you govern

protected and served all attendees and visitors to our community on Sunday, 6/25/17. Although it saddens and concerns me that recents tragic events in the U.S. and abroad seem to require heightened security at gatherings such as last Sundays, I am very grateful for your support.

Then your support.

Then your support.

Then your support.

COMMUNITY: City of Spring Lake Park

COMMUNITY ADDRESS: 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN 55432

CONTACT PERSON: Daniel R. Buchholtz, Administrator, Clerk/Treasurer

COMMUNITY-WIDE SAC DEFERRED AMOUNT: 80%

COMMUNITY-WIDE SAC DEFERMENT PERIOD/TERM: 10 years

PAYMENT MONTH(S): June and December

### MASTER SAC DEFERRAL AGREEMENT

THIS MASTER SAC DEFERRAL AGREEMENT ("Agreement") is entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, with business offices at 390 Robert Street North, Saint Paul, Minnesota 55101 ("Council"), and the local government unit identified above as the "Community."

### Recitals

- 1. The Council owns and operates the metropolitan disposal system. Under Minnesota Statutes section 473.517, subdivision 3, the costs of acquisition, betterment and debt service associated with the "reserve capacity" of the system must be allocated among and paid by the respective local government units in the metropolitan area through a sewer availability charge ("SAC") for each new connection or increase in capacity demand to the metropolitan disposal system within each local government unit.
- 2. Individual property or business owners whose properties are either newly connected or increase capacity demand to the metropolitan disposal system do not pay SAC to the Council. However, local government units that pay SAC to the Council for new connections or increased capacity demands typically pass on those costs to property and business owners by assessing property and business owners a "Local SAC" which sometimes includes local add-on charges.
- 3. Minnesota Statutes section 473.517, subdivision 6 authorizes the Council to provide for the deferment of payment of all or part of the allocated costs which are allocated by the Council to a local government unit in any year pursuant to section 473.517, subdivision 3. The deferments are repayable at such time or times as the Council shall specify, with interest.
- 4. At its November 28, 2012 meeting, the Council adopted changes to its SAC program including a small business SAC deferral program. The changes became effective January 1, 2013. At its January 22, 2014 meeting, the Council adopted changes to the SAC deferral program that became effective immediately upon adoption.
- 5. The Council wants to encourage and help communities promote business development by deferring community SAC payment obligations pursuant to Minnesota Statutes section 473.517, subdivision 6, so participating communities may pass through to businesses the benefits of deferred SAC payments by the communities. The Council's Sewer Availability Charge Procedure Manual

(January 2014) states that communities that want to participate in a SAC deferral program must execute a standard master SAC deferral agreement with the Council.

- 6. To obtain a deferment of a SAC payment obligation and provide assistance to businesses, communities will submit to the Council a signed master SAC deferral agreement. For the term of the master agreement, communities will have the option to note on their monthly SAC reporting, on forms as provided by the Council, the eligible SAC liabilities for which the communities are requesting a SAC payment deferment from the Council. For each such subject SAC liability the deferment will be effective as of the first day of the subsequent month (e.g., for an April building permit that is reported for SAC in May, the deferment will be effective as of June 1).
- 7. In order to define the rights and obligations of the Community and the Council and the relevant SAC deferral arrangements, the Community and the Council agree as follows:

### Article 1 - Definitions

- **1.1 Definition of Terms.** Unless otherwise provided or indicated by the context, the terms defined in this article have the meanings given them in this article. Capitalized terms or phrases used in this Agreement have the meanings given them in the most recent version of the Council's *Sewer Availability Charge Procedure Manual* (the "SAC Procedure Manual").
- (a) *Community*. "Community" means a "Community" or "Customer Community" as those terms are defined in the *SAC Procedure Manual*.
- (b) *Determination*. "Determination" has the meaning ascribed to that term in the *SAC Procedure Manual*.
- (c) Regional Portion of Local SAC. The "Regional Portion of Local SAC" means that portion of the Community's SAC payment obligations to the Council that the Community passed on to properties within the Community's jurisdiction and does not include any local add-on charges.
- (d) *SAC Deferred Amount*. "SAC Deferred Amount" means the amount of the Community's SAC obligation under Minnesota Statutes section 473.517, subdivision 3 that has been deferred pursuant to Minnesota Statutes section 473.517, subdivision 6 and the terms and conditions of this Agreement.
- (e) *Business.* "Business" means a property or business for which the aggregate SAC Determination results in a liability of twenty-five (25) SAC units or less, before application of any Credits available on the Site. Business does not include *any type* of "Residential Property" or "Publicly Assisted Housing" as those terms are defined in the *SAC Procedure Manual*; nor does it include motels, hotels, camps, nursing homes, senior housing or prisons. Business includes "Commercial Properties," as that term is defined in the *SAC Procedure Manual*, but only when the aggregate SAC Determination for a Commercial Property is twenty-five (25) SAC units or less, before any applicable Credits.

### Article 2 - SAC Deferred Amount; Interest; Payments

- 2.1 SAC Deferred Amount. Subject to the terms and conditions of this Agreement and applicable law, the Council will allow the Community to defer payment on the Community's SAC obligations for Business properties within the Community's jurisdiction in an amount not to exceed eighty percent (80%) of the SAC due for the properties that are either newly connected or increase capacity demand to the metropolitan disposal system. The percentage by which the Community elects to defer payment on the Community's SAC obligations must be applied on a community-wide basis to all participating Businesses within the Community's jurisdiction. The "Community-Wide SAC Deferred Amount" is stated as a percentage on Page 1 of this Agreement. The deferment is available only to properties for which the aggregate Determination is twenty-five (25) SAC units or less. In each instance in which the Community exercises this deferment option, the SAC amount that is not deferred is due and payable at the time the SAC liability is incurred by the Community. Payments on the non-deferred amounts are due with the regular SAC reporting to the Council, pursuant to the SAC Procedure Manual. The deferred SAC liability begins accruing interest on the first day following the regular SAC reporting.
- **2.2 Interest.** Annually at each calendar year-end, the Council will determine the average rate on its wastewater bonds, pursuant to Minnesota Statutes section 473.517, subdivision 6. All new SAC deferments during the following calendar year will be subject to that interest rate, but that interest rate will be fixed for the duration of the deferment period for each deferral originated in that calendar year. Interest on unpaid SAC Deferred Amount balances will be computed in whole months, however, payments to the Council can be annual.
- 2.3 Payments. When the Council invoices the Community for payments on its SAC Deferred Amount, the Council will provide the Community with a payment schedule that amortizes the SAC Deferred Amount and interest on that deferred amount over the term of the deferment period. The Community's payment schedule will list the Business properties for which the Community elected to defer payments on the Community's SAC obligations to the Council. The Community will make payments to the Council at least annually. The Community may elect to make payments semiannually or more frequently to correspond with the Community's Local SAC collections, assessments or other payments from Businesses, but the same payment schedule must apply to all Community SAC Deferred Amounts. The month(s) the Community elected to make its SAC payments to the Council under the payment schedule are identified on Page 1 of this Agreement as the "Payment Month(s)." The Community may repay or prepay the Council the unpaid balance of a SAC Deferred Amount at any time prior to the end of the deferment period. Any repayment or prepayment made by the Community shall be without penalty to the Community's payment schedule will be recalculated during the term of the deferment period to reflect: (a) repayments or prepayments by the Community; (b) the Community's election (if any) to discontinue making payments on its SAC Deferral Amount for a Site pursuant to Section 4.2(b); (c) any Community payments to the Council pursuant to Section 4.1(b); or (d) the addition of new Business properties for which the Community elects to defer payment on the Community's SAC obligations to the Council.
- **2.4 Local SAC Payments from Businesses.** Subject to the limitation stated in Sections 3.2 and 4.1, the Community may enter into a payment or other agreement with each Business for payment of Local SAC to the Community on terms and conditions agreed to by the Community and the Business. Except as described in Section 4.2, failure of a Business to make its Local SAC payments to the Community or the Community's failure (or choice) not to assess or collect Local SAC from a

Business shall not relieve the Community of its obligation to pay the Council any unpaid SAC Deferred Amount, plus interest, or otherwise meet its SAC payment obligations under Minnesota Statutes section 473.517, subdivision 6 or other law.

### Article 3 - Term of Deferments

- 3.1 Term of Agreement. Unless otherwise terminated pursuant to this Agreement, this Agreement shall remain in force and effect until the term of the last deferment period expires for Business properties listed on the Community's payment schedule. The Council reserves the right to cancel, suspend or modify its SAC deferral program at any time and for any reason upon thirty (30) calendar days written notice to the Community. If the Council cancels, suspends or modifies its SAC deferral program it will honor all existing SAC deferrals which the Community elected to make under this Agreement prior to the cancellation, suspension or modification. The Community is responsible for giving timely notice to the Community's participating Businesses or prospective participant Businesses of any cancellation, suspension or modification of the Council's SAC deferral program that may affect the Community's local SAC deferral program.
- **3.2 Term of Deferment.** The Community elects the term of the SAC deferments between the Council and the Community, but the maximum term of a Community's SAC deferment shall not exceed ten (10) years. The Community may have only one SAC deferment period and must have the same SAC deferment period for all Business properties covered by this Agreement. The Community's "Community-Wide SAC Deferment Period" is identified on Page 1 of this Agreement.

### Article 4 – Local SAC Deferrals

- **4.1 Local Terms and Conditions.** The Community will be responsible for identifying property and business owners that qualify for the Community's SAC deferral program pursuant to any Community terms or conditions. The Council will disapprove a Community deferment request only if a property or business owner does not qualify as a Business as defined in this Agreement. Because the Council's SAC deferral program is intended to benefit Businesses, the Community must administer its local SAC deferral program in a revenue-neutral manner. The Community agrees its SAC payments to the Council will not be less than the Regional Portion of Local SAC payments the Community receives from participating Businesses.
- (a) Local Deferment Period. The Community agrees it will not allow a Business a less generous deferment period (i.e., a shorter deferment period) for payment of the Regional Portion of Local SAC than the term of the Community's Community-Wide Deferment Period. This Agreement is not intended to govern the payment or deferment of any local add-on charges by the Community (if any) for Business properties.
- (b) Local Deferred Amount. The Regional Portion of Local SAC deferred by the Community for a Business's benefit shall not be less than the Community's SAC Deferred Amount. If a Business elects to prepay the Community some or all of the Regional Portion of Local SAC deferred by the Community, the Community must make a like payment to the Council to cover the Community's SAC obligations to the Council for the Business property. If a Business elects to prepay some of the Regional Portion of Local SAC deferred by the Community the Council will recalculate the Community's payment schedule.

- **4.2** Unpaid Local SAC. If a Business ceases operations or moves from the Site and does not require the incremental wastewater capacity represented by the SAC deferral, the Community may exercise one of the following two options:
- (a) *Continue SAC Payments*. The Community may continue to make its payments to the Council under the payment schedule. If the Community elects this option it will accrue SAC Credits for the Site in accordance with the SAC Credit provisions of the *SAC Procedure Manual*.
- (b) *Discontinue SAC Payments*. The Community may discontinue making its payments to the Council on the Community's SAC Deferral Amount for the Site. The Community must notify the Council if the Community elects this option and it must certify to the Council that the incremental capacity no longer is needed at the Site. The Community is responsible for making all SAC payments on the SAC Deferral Amount that were due prior to the notice. The Site will not be credited with the portion of the wastewater capacity not paid (for future SAC Determinations), but will receive Credit for actual SAC paid (including partial units). No Community SAC deferral payments to the Council will be refunded. Net Credits will be available to the Community for Community-Wide Credits only if a new SAC Determination establishes a permanent reduction of capacity demand.
- **4.3** Late Community Payments. If the Community makes a late SAC deferral payment to the Council, an additional administrative charge of two percent (2%) of the unpaid balance of the SAC Deferred Amount per month (or such higher interest rate allowable under law) will be applied.

### Article 5 - Notices

**5.1** Written Notices. Any notice, request, demand and other correspondence required by or made in accordance with this Agreement shall be in writing and delivered:

To the Council:

Metropolitan Council

Attn: MCES Finance Director

390 Robert Street North

Saint Paul, Minnesota 55101-1806

To the Community:

The Community's "Contract Person" identified on Page 1

At the "Community Address" identified on Page 1

**5.2** Notice Delivery. Any notices or other correspondence shall be deemed to have been received: (a) three (3) calendar days after the date on the notice if the notice is sent by U.S. Mail; or (b) the next business day from the date on the notice if the notice is sent by facsimile or by e-mail.

### **Article 6 - Defaulting Liabilities**

6.1 Liability. To the extent permitted or authorized by law, the Community will hold the Council harmless and indemnify the Council against any actions, charges, claims, costs, damages, demands, expenses, liabilities, losses and proceedings which the Council may suffer or be subject to as a result of any default by a Business or the Community of the Community's SAC payment obligations under this Agreement or under applicable law. A Business's failure to pay Local SAC shall not relieve the Community of its obligation to pay the Community's SAC obligations to the

Council. Nothing in this Agreement shall be interpreted as a waiver of any liability limitations or immunities granted to the Council and the Community by Minnesota Statutes chapter 466 or by other applicable state or federal law.

**6.2** Survival of Terms. Notwithstanding any other provision of this Agreement, the validity of this Article and the Community's obligation to pay its SAC obligations shall survive the expiration or termination of this Agreement.

### Article 7 - Miscellaneous

- 7.1 Dispute Resolution. Any dispute arising under this Agreement shall be settled through consultations between the Council's and the Community's representatives. If an agreement regarding a dispute cannot be reached within thirty (30) days upon notice of a dispute from the Council or the Community, either party is then entitled to bring such dispute before the courts of this state or take such action as otherwise allowed by law.
- 7.2 Exercise of Rights. Any rights, powers and remedies granted to the Council and the Community by this Agreement shall not preclude or limit any other rights, powers and remedies available to the Council or the Community in accordance with law and other provisions of this Agreement. The exercise of any rights, powers and remedies by the Council or the Community shall not preclude the Council or the Community from exercising any other rights, powers and remedies available to the Council or the Community. No failure or delay by the Council or the Community to exercise any of their respective rights, powers and remedies under this Agreement or in accordance with applicable laws shall be construed as a waiver of such rights, powers, and remedies. The waiver of any right, power or remedy, in whole or in part, shall not preclude the Council or the Community from exercising any of their other respective rights, powers or remedies.
- **7.3 Severability of Provisions.** Each provision in this Agreement shall be severable from and independent of the other provisions. If one or more provisions are held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected and shall remain in force and effect.
- **7.4** Amendments and modifications. Any amendments or modifications to this Agreement shall be in writing and shall become effective only upon execution of the amendment by the Council's and the Community's authorized representatives.
- **7.5 Assignment.** The Community shall not assign any of its rights or obligations under this Agreement to any third party, even if the Site which was the subject of the SAC liability is removed from the jurisdiction of the Community. The Community may not barter, trade, sell or otherwise treat any SAC payment obligation deferments or SAC Credits as a commodity and the Council will not honor any agreements between the Community and any third parties that purport to barter, trade, sell or otherwise treat any SAC payment obligation deferments or SAC Credits as a commodity.
- **7.6 Successors.** This Agreement shall be binding on the legal successors of the Council and the Community, whether by operation of law or otherwise.
- 7.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Community and the Council represent and warrant on the Community's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Community's

and the Council's behalf respectively and that this Agreement constitutes the Community's and the Council's valid, binding and enforceable agreement.

IN WITNESS WHEREOF, the Community and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

COMMUNITY	METROPOLITAN COUNCIL
By: Dindy Starson	By: Med SSmith
Print Name: Cindy Hansen	Print Name: Ned Smith
Title: Mayor	Title: Director, Finance & Revenue
Date: 4/7/17	Date: 6/26/17
B, Caniel Burror	•
Print Name: Daniel R. Buchholtz	
Title: administrator, Clerk/Treas	wer
Date: 6/8/17	





Stepping Stone Emergency Housing 3300 4<sup>th</sup> Avenue North Cronin Building #14 Anoka, MN 55303 763-323-7006 ~ www.steppingstonee.org

Wednesday, June 14, 2016

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

Dear Mr. Buchholtz,

It may surprise you that there are those in Spring Lake Park who are experiencing homelessness. It may also surprise you that homelessness is not just an urban problem. It DOES exist in Anoka County and IS very present in <a href="Spring Lake Park">Spring Lake Park</a>. Stepping Stone Emergency Housing staff are experts in supporting your residents' who are experiencing homelessness! We not only serve those Youth and Adults who have a connection within your community, but we are the ONLY resource for those who are experiencing homelessness to rest their heads at night, safely and securely. I invite you and Spring Lake Park's residents to make a <a href="real">real</a> impact on the lives of those who are experiencing homelessness.

It's shocking to know that in 2016, 6% of Stepping Stone residents had a connection to Spring Lake Park and the surrounding communities. This percentage equates to over 26 lives that were welcomed, sheltered and served at Stepping Stone. By serving your community, I respectfully ask for the City of Spring Lake Park's financial support of \$225.

### Lives like Maria...

Maria grew up with a history of domestic and childhood abuse. It was a constant for the majority of her life. Coming to Stepping Stone not only gave her a safe, stable and secure foundation, we also gave her the strength to go to therapy and develop necessary confidence. She started reigniting her passion for art, started selling her artwork and made a connection with a local art center where her artwork is on display. She also found a job she loves...driving a school bus!

Maria is now renting a room on her own and comes back to check in with other residents, telling them how truly grateful she is for all the help Stepping Stone gave her. Without the stability of knowing where she was going to sleep every night, she wouldn't have been able to move forward with the life she had only dreamed of.

### It's not my responsibility...

Another way you can look at the general, yet real, effect that homelessness has on your community is by understanding how expensive it is to keep a homeless person on our streets, in their car, or moving from couch to couch.

<u>One</u> person experiencing homelessness costs taxpayers \$40,000 per year! That's over half of the median income of an Anoka County resident.\* I know, like me, you must find this amount shocking! Let me explain how Stepping Stone drastically reduces this cost on taxpayers, showing you that it's far better to help rather than ignore...

Stepping Stone provides over 24,000 nights of shelter each year. The cost to provide emergency shelter and programmatic services at Stepping Stone is \$45 per night per person, totaling just over \$16,000 per year. This is a HUGE difference from the \$40,000! As you can see, requesting \$225 is really a small amount of money in comparison, but has the potential of making such an impact!

To date, Stepping Stone Emergency Housing has changed Anoka County homelessness. We encourage residents to change their past actions of "dependency on" to "independency from" the community; making them a contributing member of our community. The ways we do this is by providing services and creating programs that MAKE A DIFFERENCE!

Following is a brief summary of our two programs: Emergency Shelter and Emergency Housing.

- <u>Emergency Shelter:</u> Emergency Shelter Service is for individuals seeking shelter <u>only</u> and have no current need or desire to work on overcoming the issues that contributed to their homelessness. The initial stay in Emergency Shelter is for 7 days or less, and up to 28 days within a 365-day timeframe. During this short-term stay, all of the individual's basic needs are met, including three meals per day, laundry, bed, shower, linens, and hygiene products and clothes, if needed.
- Programmatic Shelter: The Programmatic Shelter Program is for individuals who have the desire and willingness to work on resolving the issues that have contributed to their homelessness. We only accept individuals into the Programmatic Shelter Program who are actively receiving Emergency Shelter Service from Stepping Stone. The maximum planned stay in Programmatic Shelter is 90 days. We allow residents to extend their stay in Programmatic Shelter in 30-day increments for those residents that can demonstrate progress, documented in their Individual Goal Plan (IGP). The intended outcome of Programmatic Shelter is for residents to develop the skills necessary to acquire and keep their own housing.

Residents who are in the Programmatic Shelter Program, like Emergency Shelter, are given their basic needs. They also must meet with a Case Manager twice per month, comply with all published Resident Rules & Responsibilities, complete all assigned work training during assigned times, actively engage in making progress on their IGP, and have a willingness to take the responsibility to find their own housing.

Thank you in advance for your consideration of support for Stepping Stone and those who call it "home." With your help and investment, the Spring Lake Park community will have a direct impact on positively affecting the course of individual lives.

Kindest regards,

Julie seppson

Development Director 763-277-8301 ~ direct

763-354-4709 ~ cell

jjeppson@steppingstoneeh.org

\*Median Household income for an Anoka County resident is \$73,382, www.datausa.com

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Stepping Stone Emergency Housing's

4th ANNUAL

PARTEE

We're proud to announce

\$450

o Foursome

SELF-SUFFICIENCY \$5,000

\$125

o Individual

\$2,500

\$ 25

ParTee Only

\$1,000

o Donation

\$ 320

OUGHA O SELF-SUFFICIENCY
OUGHA O HOUSING
O HOUSING
O EDUCATION PLUS
O VISA O MASTERG
CREDIT CARD#
EXPIRATION DATE

TOTAL

\$ 250

Stay fore the PARTEE

Unite www.steppingstoneeh.org for more information

Company

Abbress

City / Zip

PLAYER #1

PLAYER #2 COMPANY

MAIN CONTACT / TEAM CAPTAIN

Come fore the PURPOSE

> We give "hand-ups" so that our residents NEVER need Giving hand outs only solves homelessness for a day.

to experience homelessness again."

support to 66 Youth and Adult กัติเงิติผลใร, as young as 18 years old. We have a unique approach, knowledge

Stepping Stone prowides emergency shelter and

BILLING ZIP CODE

SECURITY CODE

SIGNATURE

DISCOVER
 AMERICAN EXPRESS

MASTERCARD

If paying by check, please remit payment to: Stepping Stone Emergency Housing P.O. Box 996 Anoka, MN 55303

MONDAY, SEPTEMBER 11 , Registration 12:00 p.m.
Shotgun Start 1:00 p.m.
Par-Tee Fore A Purpose 5:00 p.m.
Dinner & Presentation , 6:30 p.m.

## Sponsorship OPPORTUNITIES

# SELF-SUFFICIENCY

\$5,000

- Print and online advertisements in local publications
- web site and social media communications
- FOUR complimentary golfer registrations, each receiving one dozen Titleist Pro V1 golf balls.

### HOUSING

\$2,500

- Print and online advertisements in local publications
- Recognition in all Stepping Stone golf tournament web site and social media communications
- FOUR complimentary golfer registrations when registering a foursome.

### **EMPLOYMENT**

- Recognition in all Stepping Stone golf tournament web site and social media communications
- TWO complimentary golfer registrations

## **EDUCATION PLUS**

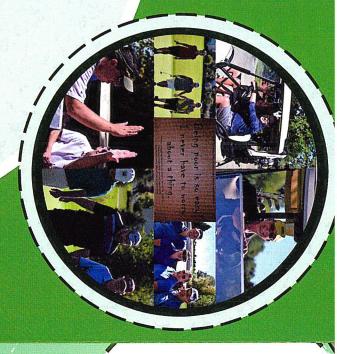
325

- Recognition on signage and attendance (including a table and two chairs) at one of 18 course holes.
- ONE complimentary golfer registrations

### **EDUCATION**

\$ 250

Recognition on signage and attendance (including a table and two chairs) at one of 18 course holes.



# PAR EE fore A PURPOSE

ALL FUNDS RAISED WILL IMPACT A LIFE by helping residents move out of homelessness and into self-sufficiency!

Stepping Stone Emergency Housing is committed to advancing, supporting and guiding the men and women (18 and older) who are experiencing homelessness out of their homelessness and into self-sufficiency.

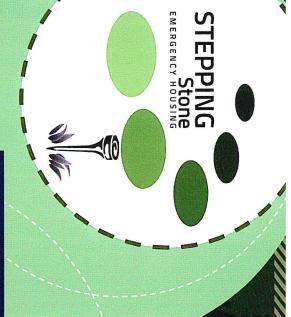
For many residents, the only real goal is to securing and maintaining their own housing STEPPING STONE GOES FURTHER...

We not only guide and assist residents in their pursuit of housing, but we also provide opportunities for residents to become financially stable and self-reliant using unique and one-of-a-kind resources, structured programs and services.

Residents who are able to learn and develop life skills, while staying at Stepping Stone, are also able to experience stability not only in their housing after they have left the program, but stability in ALL/aspects of their lives!

For more information, please contact:
Julie Jeppson
763-277-8301

eppson@steppingstoneeh.org



PAR EE

THE REFUGE GOLF CLUB

Monday, September 11

BROUGHT TO YOU BY





Your Solutions Credit Unio

V versa