



**CITY COUNCIL AGENDA
TUESDAY, JANUARY 3, 2017
7:00 P.M.**

1. CALL TO ORDER
2. OATHS OF OFFICE COUNCILMEMBER NELSON
3. COUNCILMEMBER DELFS
4. COUNCILMEMBER GOODBOE-BISSCHOFF
5. ROLL CALL
6. PLEDGE OF ALLEGIANCE
7. ADDITIONS OR CORRECTIONS TO AGENDA
8. DISCUSSION FROM THE FLOOR
9. **CONSENT AGENDA:**
 - A. Approval of Minutes – December 19, 2016
 - B. 2017 North Metro Mayors Association Annual Membership Fee Invoice
 - C. Resolution 17-01 Amending 2016 and 2017 General Fund Budgets
 - D. Contractor’s Licenses
 - E. Sign Permit
 - F. E-Charging JPA and Court Services Amendment Renewal
 - G. Correspondence
10. PRESENTATION
 - A. Mayor’s Proclamation – Commending Councilmember Bill Nash
11. PUBLIC WORKS REPORT
12. CODE ENFORCEMENT REPORT
13. NEW BUSINESS
 - A. 2017 Appointments
 - B. 2017 Engagement Letter – Law Firm of Carson, Clelland & Schreder
 - C. 2017 Anoka County Agreement for Residential Recycling Program
 - D. Park and Facilities Naming Policy
14. ENGINEER’S REPORT
15. ATTORNEY’S REPORT
16. REPORTS
 - A. Beyond the Yellow Ribbon Report
17. OTHER
 - A. Administrator Reports
18. ADJOURN

**SEE REVERSE SIDE FOR RULES FOR PUBLIC HEARINGS 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 to 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 December 19, 2016 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 and Mayor Hansen

Members Absent: Councilmember Nash

Staff Present: Building Official Brainard; Public Works Director Randall; Engineer Gravel; Police Chief Ebeltoft; Parks and Recreation Director Rygwall; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Olivia Alveshere, ABC Newspapers
Paddy Jones, Ham Lake
Gerald Maeckelbergh, North Suburban Hospital Board
Scott Lepak, Barna, Guzy and Steffen, Ltd
Barbara Goodboe-Bisschoff, 8309 Monroe Street NE
Mischelle Knipe, 137 Christenson Court NE, Fridley
Linda Hamilton, 7856 Monroe Street NE
Andrew Pratt, Bond Attorney – Ekberg Lammers Law Office

3. Pledge of Allegiance

4. Additions or Corrections to Agenda

Mayor Hansen requested that Item 6. A, Mayor's Proclamation – Commending Councilmember Bill Nash, be removed from the agenda, as he is not in attendance.

Administrator Buchholtz requested that Resolution 16-38, Adopting Proposed 2016 Tax Levy Collectable in 2017, be added to the agenda as Item 9.J.

5. Discussion From The Floor

Barbara Goodboe-Bisschoff, 8309 Monroe Street NE, stated that she is a member of the Save Our Hospital group and expressed her concerns with the proposed changes to Unity Hospital. She stated that 30 percent of the senior residents depend on Unity for their care and the changes that are being proposed will affect the community greatly. She stated that she feels that the local community City Council members should come together to look deeply into the issue of the dissolution of the North Suburban Hospital Board.

Linda Hamilton, 7856 Monroe Street NE, stated that she has many concerns with the proposed changes to Unity Hospital. She stated that her concerns include: the honesty and transparency of Allina, the access to services, security measures that need to be addressed and if Allina has researched the needs of the community. She feels that Allina needs to speak with the local residents and suggested that they hold open meetings to see

how issues will be addressed.

Mischelle Knipe, 137 Christenson Court NE Fridley, reported that she feels there are too many unanswered questions and concerns with the proposed changes with Allina. She stated that she is concerned with the urgency to complete the changes with Allina and has not been able to get any answers from the Hospital District's attorney. She stated that there is no charter for the North Suburban Hospital District as state statute states one does not need to exist for the North Suburban District. She noted that Allina does not need tax money to operate and she is worried that once the North Suburban District disassembles, who will distribute federal funds to the local communities.

6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – December 5, 2016
- B. Disbursements
 - 1. General Fund Disbursement Claim No. 16-21 -- \$188,993.71
 - 2. Liquor Fund Disbursement Claim No. 16-22 -- \$199,506.41
- C. Budget to Date/Statement of Fund Balance
- D. Resolution 16-40 Calling for a Public Hearing to the Proposed Approval and issuance of A Housing Program and Revenue Bonds to Finance a Multifamily Housing Development to be Located at 1066 County Highway 10
- E. Resolution 16-41 Authorizing the Submission of CDBG Application for the Osborne Road Trail Restoration
- F. Contractor's Request for Payment No. 4/ Final – North Valley Inc.
- G. Contractor's License
- H. Liquor License
- I. Sign Permit
- J. Correspondence

Councilmember Wendling inquired on Item E, Resolution 16-41 Authorizing the Submission of the CDBG Application for the Osborne Trail Restoration, as to where the funds of \$70,770 will come from. Administrator Buchholtz explained that the proposed match would come from one of the City's capital project funds. He stated that by only applying for hard construction costs, the City grant application will be better received.

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

7. Police Report

Police Chief Ebeltoft reviewed the November 2016 department statistics.

Chief Ebeltoft reported that the Police Department responded to four hundred fifty four calls for service for the month of November 2016 compared to four hundred thirty one calls for service in November 2015.

Chief Ebeltoft reported that School Resource Officer Chlebeck addressed three 12th grade "Government Classes" on the fourth amendment. Officer Chlebeck noted that lost phones and phone thefts are a continuing problem at the schools.

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. He noted that he facilitated the purchase and replacement of all City owned AED defibrillators and orchestrated training on the new defibrillators.

Councilmember Nelson inquired if the cold weather has deterred the local burglaries that were taking place. Chief Ebeltoft reported that the cold weather has made for less calls but they have not stopped.

8. Parks and Recreation Report

Parks and Recreation Director Rygwall reported that the Parks and Recreation Commission met and finalized the park naming policy. She stated that the Commission reviewed the Turkey Shoot event and changes to the Youth softball program.

Ms. Rygwall provided an update on the classes offered in November and stated that 117 pounds of food was collected at the Turkey Shoot event and delivered to SACA food shelf. She reported that the new winter activity brochure will be delivered in the beginning of January.

9. Ordinances and or/Resolutions

A. Resolution 16-45 Preliminarily Approving Private Activity Revenue Bonds

Administrator Buchholtz reported that Dominion Development and Acquisition has made an application to the City for the issuance of private activity bonds in the amount of \$45 million to finance the proposed 194 unity senior housing development at 1066 County Highway 10 NE. He explained that a resolution of preliminary approval is required in order for the City to request from Minnesota Management and Budget an allocation of bonds on January 3, 2017.

Administrator Buchholtz stated that it is important to note that these are revenue bonds the City will issue and the principal and interest on these bonds will be paid by the developer. He reported that the City has no obligation nor any legal standing to pay the bonds. He stated that these bonds are simply a way for Dominion to access the lower tax exempt interest rates the municipal bond market has to offer.

Attorney Pratt explained the timeline for the bond application process and the noted that the City is not under any obligation for payments on the project. He noted that escrow accounts have been established and paid by the developer.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 16-45 APPROVING A MULTIFAMILY HOUSING DEVELOPMENT; GRANTING PRELIMINARY APPROVAL TO THE ISSUANCE OF HOUSING STATUTES, CHAPTER 462C, AS AMENDED; AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR AN ALLOCATION OF BONDING AUTHORITY THEREFOR; AND TAKING CERTAIN OTHER ACTIONS WITH RESPECT THERETO. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Resolution 16-46 Petition for Dissolution of North Suburban Hospital District

Administrator Buchholtz reported that Scott Lepak, General Counsel for the North Suburban Hospital District, was present to provide information in support of the proposed Petition of Dissolution.

Mr. Lepak explained that the North Suburban hospital District is a separate governmental subdivision created in 1960 to build Unity Hospital. He noted that the District is comprised of the cities of Blaine, Fridley, Mounds View, Spring Lake Park and Hilltop. He stated that the Board consists of six elected members; one for each city and one at-large member.

Mr. Lepak reported that the Hospital District never operated Unity Hospital and the role of the District's Board is that primarily of a landlord with a focus on providing updated and needed facilities. He stated that the Hospital District owns the physical hospital building, the land underneath the hospital, and several other properties surrounding the hospital.

Mr. Lepak explained that Allina and the Hospital District are two completely separate and independent entities. He stated that the Hospital District is a political subdivision that has taxing and bonding authority to collect property taxes or bond for capital improvements to provide funding for physical improvements to the hospital building.

Mr. Lepak reported that on September 14, 2016, the Hospital District unanimously approved a resolution stating its intention to seek dissolution because Unity Hospital is no longer a full service community hospital, and therefore the Hospital District no longer has a public purpose to spend ad valorem tax dollars to fund capital improvement projects for the building. He stated that with this stated intention, the matter is before the City. He stated that the petition in the form of a Resolution must be approved by a two-thirds vote of the City Council and the Resolution is then transmitted to the Hospital District.

Mr. Lepak stated that if the Hospital District Board accepts the petition, the Hospital District must do an accounting of all funds, pay off all creditors, sell off all property it owns, and then finally affect an order of formal dissolution. He explained that upon the Hospital District formally going "out of business"; all remaining District funds are sent back to the member cities. He stated that the Hospital Board has suggested that the money be divided on a per capita basis to the population of the member cities, but is requesting the City petitioning the Hospital Board for dissolution to provide input and suggest the manner of distribution in the petition.

Councilmember Nelson asked for clarification from the Hospital Board on the distribution of the funds on a federal level once the board dissolves. Mr. Lepak explained that once the Board dissolves, all federal funding will go away and there will be no federal funds and all government assistance will end. He stated that Allina would not receive any funding.

Councilmember Nelson suggested that the distribution of the remaining funds be split amongst the other member cities on a per capita basis based on the time in which the Board was formed. Mr. Lepak stated that it is up to each city to come to an agreement as to how the funds are distributed and Allina has no input on the distribution.

Administrator Buchholtz suggested that the City Council draft a joint resolution with the other member cities addressing the proposed changes to Unity Hospital and the services offered. He noted that it would be in the best interest of the City to use the 1960 population per capita distribution formula. Mayor Hansen agreed.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 14-46 A PETITION FOR DISSOLUTION OF THE NORTH SUBURBAN HOSPITAL DISTRICT WITH THE CONDITION THAT DISTRIBUTION OF FUNDS BE PER CAPITA OF 1960 POPULATION FOR MEMBER CITIES. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

MOTION MADE BY COUNCILMEMBER NELSON TO PREPARE A JOINT RESOLUTION WITH OTHER FIVE MEMBER CITIES TO ADDRESS PROPOSED CHANGES TO UNITY HOSPITAL. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Ordinance 431 Amending Appendix D of the Zoning Code

Administrator Buchholtz reported that Blue Sun Soda Shop, a soft drink retailer, has applied for a code amendment to allow a bottling operation as a permitted use along with their retail sales of soft drinks.

Administrator Buchholtz provided an overview of the request from Blue Sun Soda Shop for a code amendment to allow a bottling operation as a permitted use along with the retail sales of soft drinks. He stated that the request is similar to the recently adopted ordinance relating to brewer taprooms and cocktail rooms that allows brewing beer and distilling spirits on the same premises as those beverages are served. He stated that the proposed ordinance applies to the City's business districts and would allow bottling and retail sales together as a permitted use in the C-1 and C-2 zoning districts and as a conditional use in the C-3 zoning district. He noted that this is the same pattern of permitted and conditional uses as for brewer taprooms and cocktail rooms in the current code. He stated that to address concerns about the size of operation, the ordinance limits the size of the bottling operation to 3,000 square feet and the accompanying retail store must be at least half that size. He noted that Blue Sun Soda Shop's proposal meets this standard. He stated that the ordinance would apply to all commercial zoning in the City, even though a specific business has requested it.

Administrator Buchholtz reported that the Planning Commission met on December 12, 2016 and recommended that the Council approve the amendment.

Mark Lazarchic, owner of Blue Sun Soda Shop, reported that he has operated the machinery and did not report any noise outside from the bottling machine. He stated that the neighbors have been very cooperative with any building issues and he would like maintain the good relationship he has formed with the surrounding residents.

Mayor Hansen inquired if the doors would be kept close in the summer months so there would be noise disturbance to the neighbors. Mr. Lazarchic stated that the doors would remain closed.

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE ORDINANCE 431 AMENDING APPENDIX D OF THE ZONING CODE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

D. Resolution 16-42 Approving Summary Publication of Ordinance 431

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 16-42 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 431, AN ORDINANCE AMENDING APPENDIX D TO CHAPTER 153, ZONING, OF THE SPRING LAKE PARK CODE OF ORDINANCE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

E. Ordinance 432 Approving Critical Deficiency Declaration Ordinance

Administrator Buchholtz reported that the City is in the process of completing its decennial update of its Water Supply Plan for submittal to the Minnesota Department of Natural Resources (DNR). He stated that as part of that plan, the City must address projected demands, adequacy of the water supply system and planned improvements, existing and future water sources, natural resource impacts or limitations, emergency

preparedness, water conservation, supply and demand reduction measures and allocations priorities. He stated that the plan will be submitted to the City Council for approval after the DNR review.

Administrator Buchholtz explained that as part of the preparation of the Water Supply Plan, the City learned of an amendment to Minn. Stat. 103G.291. He stated that this amendment adopted in 2015, requires a “public water authority” to adopt and enforce water conservation restrictions within their jurisdiction consistent with rules adopted by the DNR commissioner if the governor determines and declares by executive order that a critical water deficiency exists. He stated that the DNR has informed the City that an ordinance must be prepared by the City to comply with this amendment and that these restrictions must be documented in the City’s Water Supply Plan.

Administrator Buchholtz stated that the proposed ordinance was drafted by the League of Minnesota Cities in consultation with the Minnesota Rural Water Association. He stated that the Ordinance outlines the emergency water conservation measures that the City would enforce if the Governor were to declare that a critical water deficiency exists. He noted that the Ordinance allows for the Administrator, Clerk/Treasurer to grant variances in instances of hardship and sets forth penalties for noncompliance with the Ordinance.

Councilmember Nelson inquired if the aquifers are low and that a plan such as this is necessary. Councilmember Wendling commented that he feels it is more precautionary measures. Administrator Buchholtz confirmed that it is part of the emergency preparedness plan and it is required by the DNR.

MOTION MADE BY MAYOR HANSEN TO APPROVE ORDINANCE 432 REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. §103G.291, SUBD. 1 AND 2 AND REPEALING SECTION 50.49 OF THE CITY CODE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

F. Resolution 16-43 Approving Summary Publication of Ordinance 432

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 16-43 AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 432, AN ORDINANCE REGULATING NONESSENTIAL WATER USAGE UPON CRITICAL WATER DEFICIENCY AS AUTHORIZED BY MINN. STAT. § 103G.291, SUBD. 1 AND 2 AND REPEALING SECTION 50.59 OF THE CITY CODE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

G. Ordinance 433 Amending Fee Schedule

Administrator Buchholtz presented the 2017 Fee Schedule for City Council adoption. He provided an overview of the changes to several fees. He highlighted the changes to the schedule including: 1.) increase a number of escrows for zoning applications in order to ensure the City has adequate resources to cover the cost of reviewing the applications, park dedication fee is proposed to increase due to a more accurate estimate cost of a community center being built into the formula; 2.) the credit card transaction fee will increase from 2.45% to 2.95%; 3.) increase the required investigation escrow by \$250 to compensate the City for more detailed initial liquor license background investigation; 4.) increase the impound fee from \$50.00 to a sliding scale based on number of offenses; 5.) addition of a new penalty for violating water conservation measures; 6.) implementing a minimum call out fee of \$100 for after business hours for utility work; 7.) inflationary adjustment to the Water Access Charge.

Councilmember Wendling inquired as to when the new fees would be in effect. Administrator Buchholtz stated that the new fees will be applied on January 1, 2017.

MOTION MADE BY COUNCILMEMBER WENDLING TO APPROVE ORDINANCE 433 AMENDING THE FEE SCHEDULE AND LIQUOR LICENSING INVESTIGATION FEES FOR THE CITY OF SPRING LAKE PARK. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

H. Resolution 16-44 Approving Summary Publication of Ordinance 433

MOTION MADE BY MAYOR HANSEN TO APPROVE SUMMARY PUBLICATION OF ORDINANCE 433, AN ORDINANCE AMENDING THE FEE SCHEDULE AND LIQUOR LICENSING INVESTIGATION FEES FOR THE CITY OF SPRING LAKE PARK. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

I. Resolution 16-39 Appointing a new Council Member

Administrator Buchholtz stated that the City Council held second interviews for the top two candidates to fill former Councilmember Mason's remaining Council term until December 31, 2018.

Mayor Hansen stated that the City Council recommends appointing Bradley Delfs to fill the vacant Council position.

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 16-39 APPOINTING BRADLEY DELFS AS A COUNCIL MEMBER. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

J. Resolution 16-38 Adopting Proposed 2016 Taxes Collectable in 2017

MOTION MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 16-38 ADOPTING PROPOSED 2016 TAXES COLLECTABLE IN 2017. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

10. New Business

A. Approval of 2017 General Fund Budget

Administrator Buchholtz presented the 2017 budget to the City Council for approval and summarized points from the Truth in Taxation hearing. He stated that the proposed budget for the City of Spring Lake Park is \$4,391,250, an increase of 3.49% from 2016 which is primarily due to increases in employee rates, fire protection costs, I.T. consulting services and the continued implementation of the Public Safety Data System.

Administrator Buchholtz stated that the 2017 payable property tax levy, to support the General Fund, is \$2,902,082, an increase of 4.69%. He stated that intergovernmental revenue, permit and license fees, charges for services, miscellaneous revenues and interfund transfers cover the remaining portion of the budget.

MOTION MADE BY MAYOR HANSEN TO APPROVE 2017 GENERAL FUND BUDGET. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Engineer's Report

Engineer Gravel had no new items to report.

12. Attorney's Report – None

13. Reports-None

14. Other

A. Administrator Report

Administrator Buchholtz reported that the new Councilmembers and reelected Councilmember Nelson will be sworn in at the January 3, 2017 Council meeting.

Administrator Buchholtz thanked Councilmember Nash for his dedication and time that he served as a Councilmember. He stated that the proclamation honoring him will be read at a later date.

15. Adjourn

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

The meeting was adjourned at 8:40 PM.

Cindy Hansen, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer



North Metro Mayors Association

1000 Westgate Drive
Suite 252
St. Paul, MN 55114

Invoice

Date	Invoice #
12/14/2016	99000462

Bill To
Ms. Barb Nelson Admin./Dep. Clerk/Treasurer City of Spring Lake Park 1301 81st Avenue Northeast Spring Lake Park, MN 55432

Description	Amount
2017 North Metro Mayors Association Annual Membership Fee	2,912.00
Total	\$2,912.00

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR
SUBJECT: 2016 & 2017 BUDGET ADJUSTMENT
DATE: DECEMBER 29, 2016

In the past, the City of Spring Lake Park has received, on behalf of Blaine, Mounds View and Spring Lake Park, the State Fire Aid payment in support of SBM Fire Department. State Law requires that payment to be transmitted to the SBM Fire Relief Association for investment in the SBM Fire Relief Pension Fund. This obligation is simply a pass-through for our budget.

Beginning in 2016, the SBM Fire Relief Association moved its pension fund to PERA. This move saved the SBM Fire Relief Association significant dollars in audit, investment fee and actuarial costs. The Legislature approved special legislation to allow this transition to occur.

As a result of this change, the Minnesota Department of Revenue has begun sending the State Fire Aid payment directly to PERA for investment in the SBM Fire Relief Association Pension Fund. The City no longer needs to account for the revenue and expenditure in its budget.

Resolution 17-01 amends both the 2016 and 2017 budgets to reflect this change. Staff would like this change documented as it prepares for the 2016 audit.

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

RESOLUTION NO. 17-01

RESOLUTION AMENDING 2016 AND 2017 GENERAL FUND BUDGETS

WHEREAS, in the past, the City has received State Fire Aid from the State of Minnesota to support the SBM Fire Relief Association pension fund; and

WHEREAS, in 2016, the SBM Fire Relief Association has transferred the assets of its pension fund to the PERA Statewide Volunteer Firefighter Retirement Plan; and

WHEREAS, as a result of this change, the State of Minnesota now submits the State Fire Aid directly to PERA; and

WHEREAS, the 2016 and 2017 General Fund budgets anticipated receipt and payment of the State Fire Aid; and

WHEREAS, a budget adjustment is required to address this issue.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park that the City Council does hereby approve the following budget adjustment:

2016 General Fund Budget Adjustment			
		Original Budget	Amended Budget
101-33407	State Fire Aid	\$422,930	\$0
101-4200-4935	State Fire Aid	\$422,930	\$0

2017 General Fund Budget Adjustment			
		Original Budget	Amended Budget
101-33407	State Fire Aid	\$422,930	\$0
101-4200-4935	State Fire Aid	\$422,930	\$0

The foregoing resolution was moved for adoption by Councilmember .

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this 3rd day of January, 2017.

Cindy Hansen, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator

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

Contractor's Licenses

January 3, 2017

General Contractor

Amana Construction

Mechanical Contractor

Team Mechanical, Inc.

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

Sign Permit

January 3, 2017

Infinity Automotive
8443 University Avenue NE
Apparently Graphic

CITY OF SPRING LAKE PARK
1301 81ST AVENUE N E
SPRING LAKE PARK, MN 55432

SIGN PERMIT APPLICATION

DATE: 12/13/16

NAME OF APPLICANT: Dave Singh

ADDRESS OF APPLICANT: 8443 University Ave NE Spring Lake Park, MN 55432

TELEPHONE NUMBER OF APPLICANT: (763) 231-9548

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Infinity Autom otive

8443 University Ave NE Spring Lake Park, MN 55432

New Construction: Remodel: Word Change Only:

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

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

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

Name of person, firm or corporation erecting the structure: Apparently Graphic

Address: _____

Is an Electrical Permit required? No

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

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

Tim Blien

Not valid for use in any other jurisdiction.
Permitting Department
12/13/16 10:00 AM

SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY:*****

FEE: 1554134 = \$289

RECEIPT NUMBER: _____

DATE OF APPROVAL: _____

DATE OF ISSUE: _____

REASON FOR DENIAL: _____

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: 1720

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 11m 60' x 2 = 120' + 60' (Awning) 180'

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 135' + 114' = 249' (Building)

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

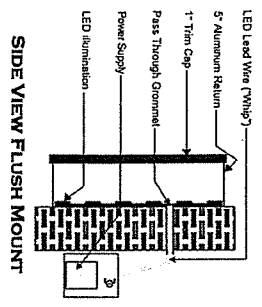
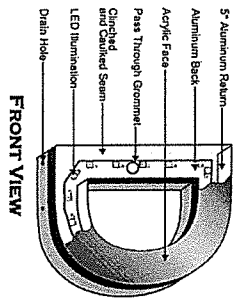
DRAWING:

Proposed (Building)
135' - \$60 + \$95 = \$155
114' - \$60 + \$74 = \$134

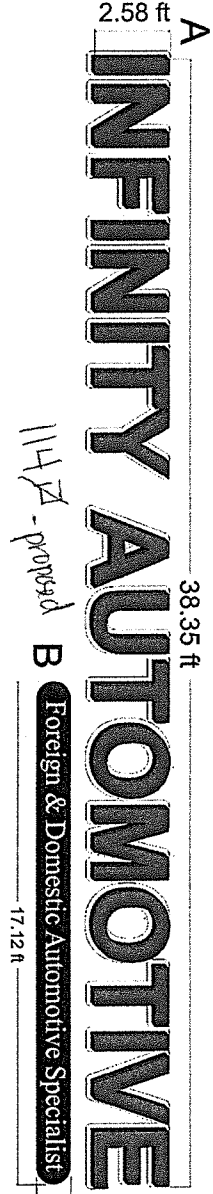
516 - 30%
180 - Existing
249 - proposed

87' Remaining

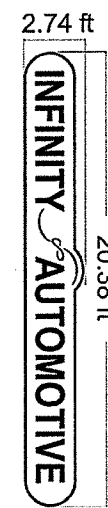
Infinity Automotive
 8443 University Ave NE
 Spring Lake Park, MN 55432



135 ft - proposed

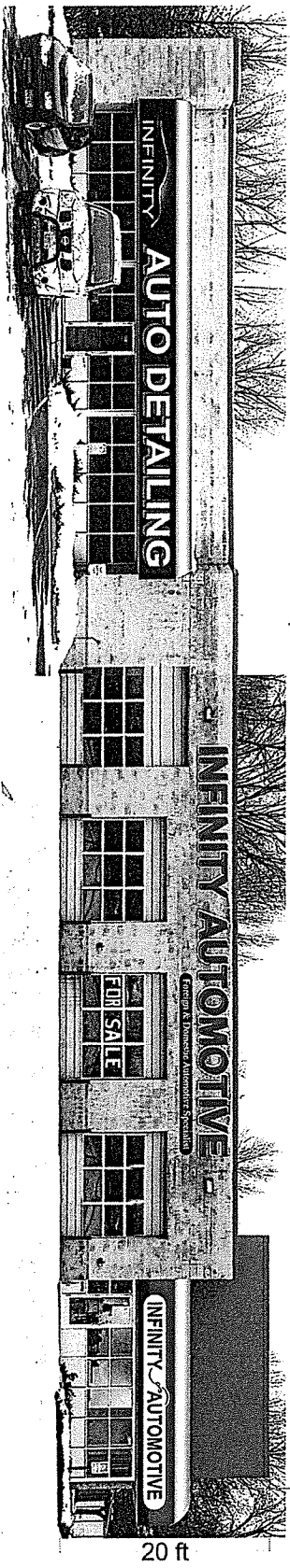


114 ft - proposed

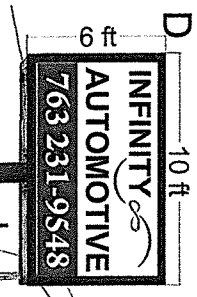


60 ft existing

136.28 ft



20 ft



existing 60 ft x 2 = 120 ft

Building		Sign Measurements		Attachment		Electrical	
136.28' linear ft. frontage		A = 99.13 sq ft		Tapcon 1/4 in. x 1-1/4 in		12V dc power output LED	
20' max height		B = 20.20 sq ft	C = 55.84 sq ft	Hex-Washer-Head Concrete Anchors		110V input	
2725.6' sq ft total		D = 60 sq ft	E = 151.21 sq ft				
30% of 2725.6' = 817.68 sign allowed		total signs = 235.17					



City of Spring Lake Park
1307 81st Avenue NE
Spring Lake Park, MN 55432

Sign/Permit Application
Infinity Automotive
Dave Singh
8443 University Avenue NE
Spring Lake Park, MN 55432
763-231-9548

To Whom It May Concern:

This letter certifies and approves that Apparently Graphic is permitted to erect signage at the above listed location.

If there are any questions or concerns, please don't hesitate to reach out.

Thank you,

A handwritten signature in black ink that reads "Dave Singh". The signature is written in a cursive style with a large, stylized "S" for the last name.

Dave Singh
Infinity Automotive
8443 University Avenue NE
Spring Lake Park, MN 55432
763-231-9548
www.infinityautoshop.com
dave@infinityautoshop.com

1108-792-7257

MEMORANDUM

TO: Daniel Buchholtz
Spring Lake Park City Administrator

FROM: Dawn Speltz
Carson, Clelland & Schreder

RE: E-Charging JPA & Court Services Amendment Renewal

DATE: 12/29/2016

Dear Mr. Buchholtz,

If you may recall approximately 5 years ago a joint initiative was launched between the Bureau of Criminal Apprehension (BCA), State Court Administration, and local prosecuting attorneys to establish a system of electronic charging (e-charging) for criminal offenses. The e-charging process allows cases to be submitted electronically by police departments to the prosecuting agency (our offices) for review and consideration of charges. Upon charging, the case is then sent electronically back to the police department for approval and then submitted to the court for entry. The Bureau of Criminal Apprehension (BCA) provides the computer network to facilitate this process. Access to this network is granted through the execution of a Joint Powers Agreement. Statutorily there is presently a Joint Powers Agreement that is in place between the City on behalf of the city attorney and the police department which is now set to expire. Minnesota Statutes restrict the duration of Joint Powers Agreements to 5 year terms and therefore we will be required to sign a new Joint Powers Agreement on a 5 year cycle.

We have prepared a proposed resolution approving the continuation of the Joint Powers Agreement for the Council's consideration and approval. I am requesting that the attached resolution be approved by the City Council and that the Mayor and City Administrator sign the attached agreements (there are two agreements—the master JPA as well as the Court Amendment Agreement). We do ask that this be put on the agenda for a January meeting as the current Joint Powers Agreement will be expiring at the end of January 2017. If you have any questions or concerns about this please do not hesitate to let either myself or John Thames from my office know and we will be happy to answer any questions. Thank you for your attention to this matter.

Sincerely,

Dawn Speltz

RESOLUTION NO. 17-02

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF SPRING LAKE PARK ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Spring Lake Park on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Spring Lake Park, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Spring Lake Park on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the Police Chief, Doug Ebeltoft, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, John Thames, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Cindy Hansen, the Mayor for the City of Spring Lake Park, and Daniel Buchholtz, the City Administrator, are authorized to sign the State of Minnesota Joint Powers Agreements.

Whereupon the Mayor declared said resolution duly passed and adopted this 3rd day of January, 2017.

Cindy Hansen, Mayor

ATTEST:

Daniel R. Buchholtz, Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Spring Lake Park on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is John Thames, City Attorney, 6300 Shingle Creek Parkway, Suite 305, Minneapolis, MN 55430, (763) 561-2800, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: Cindy Hansen
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Daniel Buchholtz
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Spring Lake Park on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 117717, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. Activation. Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. Rejection. Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. Requests for Termination of One or More Authorized Court Data Services. The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber’s access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber’s duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks “MNCIS” and “Odyssey.”

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Cindy Hansen
(PRINTED)

Signed: _____

Title: Mayor
(with delegated authority)

Date: _____

Name: Daniel Buchholtz
(PRINTED)

Signed: _____

Title: City Administrator
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City of Spring lake Park
Code Enforcement Division
1301 Eighty First Avenue Northeast
Spring Lake Park, Minnesota 55432
(763) 783-6491 Fax: (763) 792-7257

REPORT

TO: Spring Lake Park City Council
FROM: Barry L. Brainard, Code Enforcement Director
RE: Code Enforcement Monthly Report for December 2016
DATE: December 28, 2016

The Spring Lake Park Code Enforcement department is delegate the duties of enforcement for all building, mechanical, plumbing, fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

In December 2016, a total of 25 building permits were issued compared to 15 in 2015. The attached 2016 Building Permit Summary Report indicates how each permit has been categorized for type of construction. In 2016, a total of 268 building permits were issued compared to 397 in 2015, showing a 32% decrease. However, the total valuation for 2016 of \$7,877,263.86 compared to \$10,321,017.13 in 2015, indicates only a 24% decrease from 2015 banner year. While total building permit revenue for 2016 of \$116,519.63 compared to \$142,575.83 in 2015, shows a 19% decrease from 2015. The number of permit issued percentage do not reflect the number of permit revenue percentage due to the fact that we saw more commercial construction in 2016 than that of 2015 which compiled mostly of residential roofs.

Revenues for the Code Enforcement Department in 2016 have exceeded revenue budget projections by 58%. The expenditure budget for 2016 was set at \$119,956.00 while revenue generated through building, plumbing, mechanical, plan reviews, certificate of occupancies, vacant/foreclosed properties, and rentals totaled \$189,568.01. Please note the total fees do not include 56 rental registrations that are due by December 31, 2016, (\$7,455.00), or any Administrative Offense tickets issued in 2016 by the Code Enforcement Department.

I would like to again thank Kristine Pearson, for all of her assistance in processing, scheduling, organizing and filing of the very busy 2016 building permit activity. Her assistance and professionalism has been extremely valuable and appreciated. Mrs. Pearson passed the International Code Council Permit Technician exam in February of 2016 and continues to make great progress with the Code Enforcement Departmental duties. I look forward to working with Mrs. Pearson and all the challenges ahead in 2017. I also wish to thank Nancy Kelm for all her assistance with foreclosed and vacant properties in Spring Lake Park. Her record keeping and monitoring of such properties has also been extremely valuable and appreciated in 2016.

2017 challenges for the Code Enforcement Department will include addressing the inspection demand for the potential 194 unit senior apartment complex and maintaining current services for rental and nuisance inspections. My department has budgeted an additional \$14,560 for part-time help in anticipation for this high demand in 2017.

Also attached with this report, please find the December 2016 Spring Lake Park vacancies listings. The listings include both residential and commercial properties indicating vacant and foreclosure properties as well as upcoming Sheriff Sales. December 2016 vacancy listing summarizes the following:

- 15 vacant/foreclosed residential properties currently posted by the Code enforcement department and/or soon to be posted. Up 1 from last month.
- 2 vacant/foreclosed commercial properties currently posted by the Code Enforcement department and/or soon to be posted. Remains the same from last month.
- 10 residential properties currently occupied and ready for Sheriff Sale's redemption. Remains the same from last month.

I did not post any abandoned property in the month of December, but conducted four certificate of occupancy inspections. All above indicators continue to show positive movement on the vacant and foreclosure properties in Spring Lake Park for 2016. Also, in the month of December, I issued 12 administrative offense tickets due to continuing special use permit violations at 8301 Sunset Road. I conducted a total of 68 inspections in the month of December including 14 building, 11 mechanical, 7 plumbing, 3 nuisance, 4 c.o., 18 rental, 6 fire, and 5 zoning inspections.

My time allotted for Code Enforcement in December is as follows:

Building Inspections:	21%
Mechanical Inspections:	16%
Plumbing Inspections:	10%
Rental Inspections:	27%
Fire Inspections:	9%
Certificate of Occupancy/Nuisance Inspections:	11%
Zoning Inspections:	6%

In December of 2016, I also attended the following appointments:

- City Council meetings on December 5th and 19th.
- Department Head Meeting December 6th.
- 2015 MN Fire Code Update Seminar December 7th through the 8th.
- P&Z Special meeting on December 12th.
- North Suburban Code Official's meeting at Coon Rapids City Hall on December 13th.

On December 22nd I conducted a final inspection of Maharaja Indian Cuisine Restaurant, located at 8492 Central Avenue (old J's Pizza location). A certificate of occupancy was granted after a long year of corrections including much needed mechanical and plumbing work.

This concludes the Code Enforcement Department monthly report for December 2016, If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time..

CITY OF SPRING LAKE PARK
Statement of Revenue and Expenditures 12/28/2016 3:17pm
 Revised Budget
 For GENERAL FUND (101)
 For the Fiscal Period 2016-12 Ending December 31, 2016

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
Revenues						
Revenues						
101.00000.31010	CURRENT TAXES	0.00 \$	0.00 \$	2,771,985.00 \$\$	1,462,941.49	47.22%
101.00000.31020	DELINQ TAXES	0.00	0.00	0.00	12,226.19	0.00%
101.00000.31910	PENALTIES & INTEREST	0.00	0.00	0.00	5,973.62	0.00%
101.00000.32110	LIQUOR LICENSES	0.00	7,200.00	32,800.00	31,591.64	3.68%
101.00000.32178	PAWN INVESTIGATION FEE	0.00	0.00	0.00	100.00	0.00%
101.00000.32179	PAWN SHOP LICENSES	0.00	0.00	6,252.00	6,252.00	0.00%
101.00000.32180	CIGARETTE,DANCE,BINGO,MISC	0.00	0.00	5,200.00	6,025.00	(15.87%)
101.00000.32181	SIGN PERMITS	0.00	0.00	5,500.00	3,452.00	37.24%
101.00000.32208	CONTRACTORS LICENSES	0.00	340.00	6,500.00	7,745.00	(19.15%)
101.00000.32210	BUILDING PERMIT	0.00	2,845.21	55,000.00	86,677.85	(57.60%)
101.00000.32211	BUILDING PERMIT SURCHARGES	0.00	98.45	3,000.00	3,138.83	(4.63%)
101.00000.32230	PLUMBING PERMIT	0.00	215.00	4,000.00	4,968.00	(24.20%)
101.00000.32231	PLUMBING PERMIT SURCHARGES	0.00	5.00	300.00	105.00	65.00%
101.00000.32232	HEATING & A/C PERMITS	0.00	170.00	8,000.00	11,635.38	(45.44%)
101.00000.32233	HTG & A/C SURCHARGES	0.00	4.00	400.00	270.18	32.46%
101.00000.32240	PET LICENSE	0.00	9.00	500.00	418.00	16.40%
101.00000.32260	CERTIFICATE OF OCCUPANCY	0.00	150.00	2,000.00	3,700.00	(85.00%)
101.00000.32261	VACANT PROPERTY REGISTRATION	0.00	0.00	4,000.00	5,200.00	(30.00%)
101.00000.33401	LOCAL GOVERNMENT AID	0.00	0.00	335,218.00	167,609.00	50.00%
101.00000.33404	PERA INCREASE AID	0.00	0.00	5,775.00	2,887.50	50.00%
101.00000.33407	STATE FIRE AID	0.00	0.00	422,930.00	0.00	100.00%
101.00000.33416	POLICE TRAINING REIMB	0.00	0.00	3,600.00	3,121.61	13.29%
101.00000.33421	INSURANCE PREMIUM-POLICE	0.00	0.00	75,000.00	88,889.67	(18.52%)
101.00000.34102	ZONING LETTERS	0.00	0.00	0.00	100.00	0.00%
101.00000.34103	SPEC USE,ZONING,SUB-DIV	0.00	195.00	1,800.00	10,145.00	(463.61%)
101.00000.34104	PLAN CHECKING FEES	0.00	1,154.04	12,000.00	27,496.34	(129.14%)
101.00000.34105	SALE OF MAPS,COPIES ETC	0.00	50.00	300.00	410.60	(36.87%)
101.00000.34107	ASSESSMENT SEARCHES	0.00	0.00	100.00	250.00	(150.00%)
101.00000.34108	ADMINISTRATION SAC CHARGES	0.00	0.00	70.00	0.00	100.00%
101.00000.34109	FILING FEES	0.00	0.00	60.00	135.00	(125.00%)
101.00000.34111	ADM. GAMBLING EXPENSES	0.00	0.00	32,554.00	0.00	100.00%
101.00000.34115	GUN RANGE FACILITY USE	0.00	45.00	0.00	750.00	0.00%
101.00000.34117	ROOM-FACILITY RENTAL	0.00	0.00	0.00	50.00	0.00%
101.00000.34201	POLICE & FIRE ALARM PERMIT	0.00	0.00	1,500.00	0.00	100.00%
101.00000.34204	RENTAL HOUSING REGISTRATION	0.00	7,610.00	55,000.00	47,545.00	13.55%
101.00000.34205	RIGHT OF WAY APPLICATIONS	0.00	0.00	3,500.00	1,028.70	70.61%
101.00000.34801	INSURANCE DIVIDENDS	0.00	30,698.00	8,000.00	30,698.00	(283.73%)
101.00000.34949	RESTITUTION	0.00	0.00	0.00	0.96	0.00%
101.00000.34950	REFUNDS & REIMB	0.00	12.45	4,000.00	4,825.65	(20.64%)
101.00000.35101	COURT FINES	0.00	3,675.02	90,000.00	51,432.33	42.85%
101.00000.35102	ADM OFFENSE FINES	0.00	0.00	4,000.00	2,530.00	36.75%
101.00000.35347	TEP-GENERAL FUND PORTION 25%	0.00	204.39	0.00	16,053.71	0.00%
101.00000.35349	MN DRIVING DIVERSION PROGRAM	0.00	400.00	500.00	1,100.00	(120.00%)
101.00000.35350	DETOX TRANSPORTATION	0.00	0.00	200.00	30.00	85.00%
101.00000.36210	INTEREST EARNINGS	0.00	0.00	20,000.00	(1,170.49)	105.85%
101.00000.36901	LIAISON OFFICER	0.00	0.00	72,964.00	73,121.00	(0.22%)

CITY OF SPRING LAKE PARK
Statement of Revenue and Expenditures 12/28/2016 3:17pm
 Revised Budget
 For GENERAL FUND (101)
 For the Fiscal Period 2016-12 Ending December 31, 2016

Account Number		Current Budget	Current Actual	Annual Budget	YTD Actual	Remaining Budget %
101.00000.39100	CPWL REIM FOR SERVICES	0.00	0.00	4,500.00	0.00	100.00%
101.00000.39101	RECYCLE PARK PRGM-REIM FOR	0.00	0.00	0.00	792.50	0.00%
101.00000.39202	TRANSFER FROM PUBLIC UTILITY	0.00	0.00	46,350.00	0.00	100.00%
101.00000.39203	CONTRIBUTION FROM LIQUOR	0.00	0.00	75,000.00	0.00	100.00%
101.00000.39206	TRANSFER FROM RECYCLING FUND	0.00	0.00	2,500.00	0.00	100.00%
101.00000.39207	TRANSFER FROM RECREATION	0.00	0.00	60,000.00	0.00	100.00%
Total Revenues		0.00	55,080.56	4,242,858.00	2,182,252.26	48.57%
Total GENERAL FUND Revenues		0.00 \$	55,080.56 \$	4,242,858.00 \$\$	2,182,252.26	48.57%
Expenditures						
MAYOR AND COUNCIL Expenditures						
101.41110.01030	PART TIME EMPLOYEES	0.00 \$	2,111.14 \$	31,296.00 \$\$	31,915.48	(1.98%)
101.41110.01211	DEFINED CONTR PLAN/PERA	0.00	105.57	1,685.00	1,595.96	5.28%
101.41110.01220	FICA/MC CONTRIBUTIONS-	0.00	161.50	2,395.00	2,441.50	(1.94%)
101.41110.01510	WORKERS COMPENSATION	0.00	0.00	80.00	49.00	38.75%
101.41110.02100	OPERATING SUPPLIES	0.00	0.00	511.00	292.12	42.83%
101.41110.03310	TRAVEL EXPENSE	0.00	0.00	250.00	0.00	100.00%
101.41110.03500	PRINTING & PUBLISHING	0.00	0.00	1,550.00	0.00	100.00%
101.41110.04300	CONFERENCE & SCHOOLS	0.00	358.00	2,010.00	396.00	80.30%
101.41110.04330	DUES & SUBSCRIPTIONS	0.00	6,956.70	8,774.00	9,486.70	(8.12%)
101.41110.04955	DISCRETIONARY	0.00	0.00	5,150.00	1,145.24	77.76%
Total MAYOR AND COUNCIL Expenditures		0.00	9,692.91	53,701.00	47,322.00	11.88%
ADMINISTRATION Expenditures						
101.41400.01010	FULL TIME EMPLOYEES	0.00	24,731.95	299,235.00	311,944.17	(4.25%)
101.41400.01050	VACATION BUY BACK	0.00	4,277.37	2,450.00	4,277.37	(74.59%)
101.41400.01210	PERA CONTRIBUTIONS-EMPLOYER	0.00	1,786.46	22,380.00	23,143.32	(3.41%)
101.41400.01220	FICA/MC CONTRIBUTIONS-	0.00	2,144.53	23,005.00	23,751.32	(3.24%)
101.41400.01300	HEALTH INSURANCE	0.00	4,645.06	54,181.00	54,767.41	(1.08%)
101.41400.01313	PRUDENTIAL LIFE INSURANCE	0.00	51.67	247.00	287.34	(16.33%)
101.41400.01510	WORKERS COMPENSATION	0.00	0.00	2,500.00	1,530.16	38.79%
101.41400.02000	OFFICE SUPPLIES	0.00	0.00	3,715.00	1,597.80	56.99%
101.41400.02030	PRINTED FORMS	0.00	0.00	1,377.00	1,143.80	16.94%
101.41400.02100	OPERATING SUPPLIES	0.00	0.00	625.00	508.32	18.67%
101.41400.02220	POSTAGE	0.00	(10.54)	3,445.00	3,019.90	12.34%
101.41400.03210	TELEPHONE	0.00	266.85	800.00	793.27	0.84%
101.41400.03310	TRAVEL EXPENSE	0.00	230.76	3,300.00	3,457.95	(4.79%)
101.41400.03500	PRINTING & PUBLISHING	0.00	0.00	360.00	204.25	43.26%
101.41400.03550	COUNTY FEES FOR SERVICE	0.00	0.00	2,500.00	17.77	99.29%
101.41400.04050	MAINTENANCE AGREEMENTS	0.00	0.00	6,519.00	6,700.91	(2.79%)
101.41400.04300	CONFERENCE & SCHOOLS	0.00	45.00	5,935.00	4,175.42	29.65%
101.41400.04330	DUES & SUBSCRIPTIONS	0.00	0.00	570.00	633.20	(11.09%)
101.41400.04390	US BANK CC REBATE-	0.00	0.00	0.00	(1,420.33)	0.00%
101.41400.04500	CONTRACTUAL SERVICES	0.00	40.03	5,345.00	5,770.02	(7.95%)
Total ADMINISTRATION Expenditures		0.00	38,209.14	438,489.00	446,303.37	(1.78%)
ASSESSOR Expenditures						
101.41500.04000	CONTRACTUAL SERVICE	0.00	8,739.50	35,500.00	34,958.00	1.53%

Foreclosures/Sheriff Sales/Vacants Dec. 2016

I checked public records 12-16-2016 through ABC Newspaper's Union Herald's last publication date of 12-16-16. No new filings. nk

Green background - fee(s) due, "blue" 3rd party handles, "Purple, sale pending, "Brown" Owner deceased

Notes in red - See Nancy

Residential Prop Address	Name	Posted Vacant Date	120 day Vacant expiration Date	120 day vac. fee paid	\$200. vac. fee due 1 yr. anniv date (A/D) of orig. posting	Add'l vac, anniv (A/D) date(s) add'l \$200.00 + due.	Per City Ordinance, Posted	Abandoned Date	Stat of
542 82ND AVE NE	US BANK NAT'L/FIVE BROS (Nyang)	11/10/16	03/10/17	Paid 11-6-16	A/D 11/10/17		\$150. fee, app & Inspection Res. CO	11/10/16	OFF
551 NE 82nd AVE	ARTHUR REO INC (Rice)	9/9/16	01/07/17		A/D 9/9/17			9/9/16	ON
1580NE 81st AVE Unit 7	LARRY & KATHY THAO (former rental)	3/23/16	12/03/17	Paid 4-12-16	A/D 3/23/17				ON
574 NE BALLANTYNE LN	WALTER R HANSON	10/6/16	02/03/17		A/D 10/6/17				OFF
8064 NE GARFIELD ST	PETER BOROWITZ	06/06/12	10/04/12	Paid 7-21-16	A/D 6-2012 to 6-2016			10/06/16	ON
1880 NE HWY 10	ARNOLD JOHNSON JR (Arnold Sr. dec'd)	06/26/15	10/24/15	\$ due	A/D 6/26/16			6/6/12	ON
600 IONE AVE Certified 2016-17	Braman/both dec'd/Mail returned	03/19/15	07/17/15	\$ due	A/D 3/19/16			6/26/15	ON
624 NE LUND AVE	BOB (Ruth) GREEN	09/28/16	01/26/17		A/D 9/28/17			3/19/15	OFF
812 NE LUND AVE	Rita Herr (lvs w/dtr, Stanley dec'd)	05/23/12	09/20/12	\$ due	A/D 5/23/13			9/28/16	OFF
703 NE MANOR DR	US BANK (Zelanak)	2/26/15	06/26/15	Paid 10-5-15	Paid 9-15-16			10/4/13	ON
8024 NE Monroe St	Ronald Johnson, HsetSale/Counselor							2/26/15	OFF
8345 PIERCE Certified 2016-17	JOHN VYLASEK, see notes	5/29/13	09/26/13	Paid 12-6-13	AD 5/29/14	AD 5-29-15		5/29/13	ON
501 Rosedale Certified 2016-17	CARRINGTON MTG (Zrucky)	4/21/16	08/19/16	\$ due	A/D 4/21/17			4/21/16	OFF
786 SANBURNOL Certified 2016-17	CORELOGIC (Greaves)	5/10/16	09/07/16	\$ due	A/D 5/10/17			5/10/16	OFF
8449 TERRACE Certified 2016-17	Schonhardt/Huebsaher Short sale pending 12/4/18/16	4/18/16	08/16/16	\$ due	A/D 4/18/17			4/18/16	ON
Commercial Prop Address									
8407 NE PLAZA BLVD	POV'S								ON
8355 NE UNIVERSITY AVE	PESTELLO'S TAVERN & GRILL								ON
Recent Closings of foreclosed/or sheriff sale properties									
8022 QUINCY	Real Est Concepts/Brendan appt 12-19	5/27/16	09/24/16	Paid 10-14-16	A/D 9/24/17			5/27/16	ON
603 NE 81st AVE	Cosco Property 5 LLC, New rental	4/4/16	08/02/16	Paid 10-28-16	A/D 4/4/17			4/4/16	ON
7762 Lakeview, Closed 5-5-16	Buyer Ali Alfureedy	10/03/14	01/29/15	Paid 9-13-16	paid 9-13-16	A/D 10/1/16		10/1/14	ON
SHERIFF SALES									
515 NE 78TH AVE	RICKY HUYNH	07/11/16						Date to vacate	
534 78th AVE Certified 2016-17	TONI YURICH	05/24/16						01/11/17	ON
533 NE 81ST AVE	ISIDRO GARCIA SUAREZ	1/3/17						11/25/16	ON
701 81st AVE Certified 2016-17	ROBERT HOWARD/ROSA HOWARD-DIAZ	PP 6-23-16						02/07/17	ON
602 82nd AVE Certified 2016-17	CHAD R SAUTER	2/25/16						12/23/16	ON
616 NE 84TH AVE	DENNIS/MICHELLE MOEN	6/15/16						08/25/16	ON
580 NE Ballantyne Ln	North Fish Realty, Jason Borowitz (Fahey)	5/6/16						12/15/16	ON
8286 NE MONROE	ERIC & HEATHER PETSCHL	10/31/16						11/07/16	ON
7763 NE QUINCY ST	MATTHEW AND MARY MEYERS	9/2/16						04/30/17	ON
8029 NE WASHINGTON ST	MARI MCCLAFFERTY	12/2/16						03/02/17	ON

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR
SUBJECT: 2017 APPOINTMENTS
DATE: DECEMBER 28, 2016

Included with this memorandum is the Mayor's recommendations for committee appointments in 2017. The Mayor tried to consider each Councilmember's strengths and interests when making these appointments, as well as the meeting time for each committee.

Here are the appointments broken down by Councilmember.

Mayor Cindy Hansen	
Anoka County Joint Law Enforcement Council	4 th Wednesday of January, April, July and October at 2pm – varying locations
Anoka County Fire Protection Council – Alternate	4 th Thursday of January, April, July and October at 7pm – varying locations
Liquor Commission	4 th Monday of January, April, July and October at 5:30pm – City Hall
Negotiations – Liquor	As needed
Negotiations – Public Works	As needed
Non-Bargained Personnel Committee	As needed
North Metro Cable Communications Commission	3 rd Wednesday of each month at 6:00pm – SLP City Hall
North Metro Mayor's Association-Alternate	3 rd Wednesday of each month at 5:30pm – varying locations
Councilmember Bob Nelson	
Acting Mayor	
Liquor Commission	4 th Monday of January, April, July and October at 5:30pm – City Hall
Beyond the Yellow Ribbon	2 nd Wednesday of each month at 6:00pm – Kraus Hartig VFW
Negotiations – Patrol	As needed
Negotiations – Sergeants	As needed
Negotiations – Liquor	As needed
Non-Bargained Personnel Committee	As needed

Councilmember Ken Wendling	
Parks & Recreation Commission Liaison	1 st Tuesday of each month at 6:00pm – City Hall
Beyond the Yellow Ribbon	2 nd Wednesday of each month at 6:00pm – Kraus Hartig VFW
Negotiations – Patrol	As needed
Negotiations – Sergeants	As needed
North Metro Mayor’s Association	3 rd Wednesday of each month at 5:30pm – varying locations
Councilmember Brad Delfs	
Parks & Recreation Commission – Alternate	1 st Tuesday of each month at 6:00pm – City Hall
Planning Commission Liaison	4 th Monday of each month (except December) at 7:00pm – City Hall
Anoka County Joint Law Enforcement Council – Alternate	4 th Wednesday of January, April, July and October at 2pm – varying locations
Fire Department Liaison	
North Metro Cable Communications Commission – Alternate	3 rd Wednesday of each month at 6:00pm – SLP City Hall
Tower Days Committee – Alternate	4 th Tuesday of January through June at 6:30pm – SLP City Hall
Councilmember Barbara Goodboe-Bisschoff	
Planning Commission – Alternate	4 th Monday of each month (except December) at 7:00pm – City Hall
Anoka County Fire Protection Council	4 th Thursday of January, April, July and October at 7pm – varying locations
Tower Days Committee Liaison	4 th Tuesday of January through June at 6:30pm – SLP City Hall
School Board Liaison	
Coon Creek Watershed District Citizens Advisory Commission	2 nd Wednesday of each month at 5:00pm, Coon Creek Watershed District Office
Joint Airport Zoning Board – Alternate	As needed

These proposed appointments can be amended at the meeting by the City Council prior to adoption.

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



CITY OF SPRING LAKE PARK

1301 Eighty First Avenue NE

Spring Lake Park, MN 55432

Ph: 763-784-6491 Fax: 763-792-7257

2017 APPOINTMENTS

I. ELECTED OFFICIALS

POSITION	TERM	NAME	TERM EXPIRES
Mayor	4 Years	Cindy Hansen	12/31/18
Councilmember	4 Years	Bob Nelson	12/31/20
Councilmember	4 Years	Ken Wendling	12/31/18
Councilmember	4 Years	Barbara Goodboe-Bisschoff	12/31/20
Councilmember	4 Years	Brad Delfs	12/31/18

II. ANNUAL APPOINTMENTS AT FIRST MEETING OF THE YEAR

POSITION	TERM	NAME	TERM EXPIRES
Acting Mayor	Annual	Bob Nelson	1/2/18
Official Newspaper	Annual	Blaine/SLP Life	1/2/18
Official Depository	Annual	U.S. Bank	1/2/18
		Wells Fargo Bank	1/2/18
		UBS	1/2/18
		Morgan Stanley	1/2/18
Agent of Record	Annual	Northern Capital Insurance	1/2/18
Attorney	Annual	Carson, Clelland & Schreder	1/2/18
Auditor	Annual	Smith Schafer	1/2/18
Engineer	Annual	Stantec	1/2/18
Weed Inspector	Annual	Mayor	1/2/18
Asst. Weed Inspector	Annual	Terry Randall	1/2/18
Animal Control	Annual	Douglas Ebeltoft	1/2/18

III. COUNCIL COMMITTEES

COMMITTEE	TERM	NAME	TERM EXPIRES
Parks & Recreation Commission Liaison	Annual	Ken Wendling	1/2/18
Parks & Recreation Commission Alternate	Annual	Brad Delfs	1/2/18
Planning Commission Liaison	Annual	Brad Delfs	1/2/18
Planning Commission Alternate	Annual	Barbara Goodboe-Bisschoff	1/2/18
Anoka County Joint Law Enforcement Council	Annual	Cindy Hansen	1/2/18
Anoka County Joint Law Enforcement Council – Alt.	Annual	Brad Delfs	1/2/18

COMMITTEE	TERM	NAME	TERM EXPIRES
Anoka County Fire Protection Council	Annual	Barbara Goodboe-Bisschoff	1/2/18
Anoka County Fire Protection Council – Alternate	Annual	Cindy Hansen	1/2/18
Liquor Commission	Annual	Cindy Hansen	1/2/18
Liquor Commission	Annual	Bob Nelson	1/2/18
Liquor Commission	Annual	Daniel Buchholtz	1/2/18
Beyond the Yellow Ribbon	Annual	Bob Nelson	1/2/18
Beyond the Yellow Ribbon	Annual	Ken Wendling	1/2/18
Fire Department Liaison	Annual	Brad Delfs	1/2/18
Negotiations – Police	Annual	Ken Wendling	1/2/18
Negotiations – Police	Annual	Bob Nelson	1/2/18
Negotiations – Police	Annual	Daniel Buchholtz	1/2/18
Negotiations – Sergeants	Annual	Ken Wendling	1/2/18
Negotiations – Sergeants	Annual	Bob Nelson	1/2/18
Negotiations – Sergeants	Annual	Daniel Buchholtz	1/2/18
Negotiations – Liquor	Annual	Cindy Hansen	1/2/18
Negotiations – Liquor	Annual	Bob Nelson	1/2/18
Negotiations – Liquor	Annual	Daniel Buchholtz	1/2/18
Negotiations – Public Works	Annual	Cindy Hansen	1/2/18
Negotiations – Public Works	Annual	Brad Delfs	1/2/18
Negotiations – Public Works	Annual	Daniel Buchholtz	1/2/18
Non-Bargained Employee Personnel Committee	Annual	Cindy Hansen	1/2/18
Non-Bargained Employee Personnel Committee	Annual	Bob Nelson	1/2/18
Non-Bargained Employee Personnel Committee	Annual	Daniel Buchholtz	1/2/18
N. Metro Cable Communications Commission	Annual	Cindy Hansen	1/2/18
N. Metro Cable Communications Commission – Alt.	Annual	Brad Delfs	1/2/18
N. Metro Cable Communications Operations Committee	Annual	Daniel Buchholtz	1/2/18

COMMITTEE	TERM	NAME	TERM EXPIRES
North Metro Mayor's Assn Rep.	Annual	Cindy Hansen	1/2/18
North Metro Mayor's Assn. – Alt.	Annual	Ken Wendling	1/2/18
North Metro Mayor's Assn Operations Committee	Annual	Daniel Buchholtz	1/2/18
Tower Days Committee Liaison	Annual	Barbara Goodboe-Bisschoff	1/2/18
Tower Days Committee Alt.	Annual	Brad Delfs	1/2/18
School Board Liaison	Annual	Barbara Goodboe-Bisschoff	1/2/18
Administrative Committee Fire Protection Services	Annual	Daniel Buchholtz	1/2/18
Suburban Rate Authority	Annual	Daniel Buchholtz	1/2/18
Suburban Rate Authority – Alt.	Annual	Terry Randall	1/2/18
Coon Creek Watershed District Citizens Advisory Commission	Annual	Barbara Goodboe-Bisschoff	1/2/18
Coon Creek Watershed District Technical Advisory Committee	Annual	Phil Gravel	1/2/18
Jt. Airport Zoning Board	Annual	Daniel Buchholtz	1/2/18
Jt. Airport Zoning Board Alt.	Annual	Barbara Goodboe-Bisschoff	1/2/18

IV. ADMINISTRATIVE APPOINTMENTS

POSITION	TERM	NAME
Admin, Clerk-Treasurer	Indefinite	Daniel Buchholtz
Police Chief	Indefinite	Douglas Ebeltoft
Parks & Recreation Director	Indefinite	Marian Rygwall
Public Works Director	Indefinite	Terry Randall
Liquor Store Manager	Indefinite	Brian Hachey
Building Official	Indefinite	Barry Brainard
Plumbing Inspector	Indefinite	Barry Brainard
Fire Marshal	Indefinite	Barry Brainard

V. PLANNING COMMISSION (Municipal Code Chapter 3)

POSITION	TERM	NAME	TERM EXPIRES
Commissioner	3 Years	Vince Smith	12/31/17
Commissioner	3 Years	(Vacant)	12/31/17
Commissioner	3 Years	Lisa Dircks	12/31/18
Commissioner	3 Years	<i>Jeff Bernhagen</i>	12/31/19
Commissioner	3 Years	<i>Doug Eischens</i>	12/31/19
Commissioner	3 Years	Hans Hansen	12/31/18
Commissioner (student)	1 Year		6/30/17

VI. EMERGENCY MANAGEMENT AGENCY (Municipal Code Chapter 8 – Appointed by Mayor)

POSITION	TERM	NAME
Co-Directors	Indefinite	Doug Ebeltoft/Charlie Smith
Deputy Directors	Indefinite	Sgts. Long and Antoine

VII. PARKS AND RECREATION COMMISSION

POSITION	TERM	NAME	TERM EXPIRES
Commissioner	3 Years	Bradley Delfs	12/31/17
Commissioner	3 Years	Daniel Lambert	12/31/17
Commissioner	3 Years	Mark Hoard	12/31/18
Commissioner	3 Years	Ann Radichel	12/31/18
Commissioner	3 Years	<i>Barbara Harlan</i>	12/31/19
Commissioner	3 Years	Vacant	12/31/19
Commissioner	3 Years	Vacant	12/31/17



**APPLICATION
BOARD/COMMISSION MEMBER**

These questions are designed to obtain information about your experience and interest in civic activities. You may return your application by mail, email or fax. **Mail to:** Administrator, Clerk/Treasurer's Office, 1301 81st Avenue NE, Spring Lake Park, MN 55432; **E-Mail to:** jgooden@slpmn.org; or **Fax to** (763) 792-7257. Your application will remain on file for six months. If you have questions, please call the Administrator, Clerk/Treasurer's Office at (763) 784-6491. **Thank you for your interest!**

Name: Jeff Bernhagen Adult (18+) Student (under 18)
Address: 889 Manor Drive Zip: 55432
Home #: 763 786 9760 Cell #: _____
Email: _____ Work #: _____

Length of residence in Spring Lake Park (in years) 30+ May we call you at work? Yes No

I am interested in serving on the following commission:

(If you have an interest in more than one commission, you may rank your choices)

- Planning and Zoning Commission
- Parks and Recreation Commission

Community, Civic or Volunteer Experience: Asst Soccer Coach, Gymnastic helper for high school, Raised 2 children in this school District, and helped whenever asked.

Interests and Hobbies: Hunting, fishing, snowmobiling, Winter Sports

Occupation and Work Experience (you may attach a resume if desired): _____

Machinist for 40+ years
Bruck Brothers 1yr +
Maching Concepts 19yrs
Nelson Numeric 13yrs

Please complete other side of application

Educational Background/Training: HS School Graduate, Tech schools,
Aviation tec & Durwoody for Machining & Programming & sharpening

What skills or personal qualities do you possess that would make you valuable as a board or commission member? Common person, No personal agenda, Realistic reality of what can be done, Have lived here 30 years & have seen good & bad things come & go. Been on Board 6 or 9 yrs & have some experience with the way it's done.

Why are you interested in volunteering? I'm a common person with a view with what I would like to see in the future & someone that has common sense & realistic point of view & are not so looking to a future appointment up the ladder & would like to see my city keep going & be proud of it.

Conflicts of Interest

No commissioner shall: (1) Enter into any contract with the city unless otherwise authorized by law. (2) Use their position to secure any special privilege or exemption for themselves or others. (3) Use their office or otherwise act in any manner which would give the appearance of or result in any impropriety or conflict of interest.

IMPORTANT INFORMATION CONCERNING YOUR APPLICATION

DATA PRIVACY NOTICE: Minnesota law requires that you be informed of the purposes and intended uses of the information you are providing on this application. Pursuant to Minnesota Statutes Section 13.601, your name, city of residence, employment history, volunteer work, awards and honors are public data and is available to anyone who requests the information. The data that you give us about yourself is also needed to identify you and assist in determining your suitability for the commission(s) for which you are applying. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to evaluate your application. Should you be appointed to serve on a board or commission, pursuant to Minnesota Statutes Section 13.601, your residential address and either a telephone number or electronic mail address (or both) where you can be reached also become public information.

I have read and understand the data privacy information given above and authorize investigation of all statements contained in this application as may be necessary to arrive at an appointment decision. I certify that all answers given here are true, and I understand that any false information on or omission of information from this application will be cause for rejection of this application.

Jeff Berlinguer
Applicant signature (electronic)

12-18-16
Date



**APPLICATION
BOARD/COMMISSION MEMBER**

These questions are designed to obtain information about your experience and interest in civic activities. You may return your application by mail, email or fax. **Mail to:** Administrator, Clerk/Treasurer's Office, 1301 81st Avenue NE, Spring Lake Park, MN 55432; **E-Mail to:** jgooden@slpmn.org; or **Fax to** (763) 792-7257. Your application will remain on file for six months. If you have questions, please call the Administrator, Clerk/Treasurer's Office at (763) 784-6491. **Thank you for your interest!**

Name: Douglas L Eisdans Adult (18+) Student (under 18)
Address: 8220 6th ST NE Spring Lake Park, MN Zip: 55432
Home #: 763-783-8115 Cell #: _____
Email: _____ Work #: _____

Length of residence in Spring Lake Park (in years) 16 May we call you at work? Yes No

I am interested in serving on the following commission:

(If you have an interest in more than one commission, you may rank your choices)

- Planning and Zoning Commission
 Parks and Recreation Commission

Community, Civic or Volunteer Experience: Planning & Zoning, 6-8 years
help with community service Bolt wheel chair ramp

Interests and Hobbies: Fishing & Hunting, music, yardwork

Occupation and Work Experience (you may attach a resume if desired):
Certified welder & PARISMAN For Schwing
AMERICA INC

Please complete other side of application

Educational Background/Training: High School Diploma
Watech CAPPY Welding Class Graduate

What skills or personal qualities do you possess that would make you valuable as a board or commission member? Lived here 16 yrs, have knowledge of
Building things, read Blueprints,

Why are you interested in volunteering? want to help citizens & city
to keep taxes low and make Spring Lake Park
a great city to live in!

Conflicts of Interest

No commissioner shall: (1) Enter into any contract with the city unless otherwise authorized by law. (2) Use their position to secure any special privilege or exemption for themselves or others. (3) Use their office or otherwise act in any manner which would give the appearance of or result in any impropriety or conflict of interest.

IMPORTANT INFORMATION CONCERNING YOUR APPLICATION

DATA PRIVACY NOTICE: Minnesota law requires that you be informed of the purposes and intended uses of the information you are providing on this application. Pursuant to Minnesota Statutes Section 13.601, your name, city of residence, employment history, volunteer work, awards and honors are public data and is available to anyone who requests the information. The data that you give us about yourself is also needed to identify you and assist in determining your suitability for the commission(s) for which you are applying. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to evaluate your application. Should you be appointed to serve on a board or commission, pursuant to Minnesota Statutes Section 13.601, your residential address and either a telephone number or electronic mail address (or both) where you can be reached also become public information.

I have read and understand the data privacy information given above and authorize investigation of all statements contained in this application as may be necessary to arrive at an appointment decision. I certify that all answers given here are true, and I understand that any false information on or omission of information from this application will be cause for rejection of this application.


Applicant signature (electronic)

12/27/16
Date



APPLICATION
BOARD/COMMISSION MEMBER

These questions are designed to obtain information about your experience and interest in civic activities. You may return your application by mail, email or fax. **Mail to:** Administrator, Clerk/Treasurer's Office, 1301 81st Avenue NE, Spring Lake Park, MN 55432; **E-Mail to:** jgooden@slpmn.org; or **Fax to** (763) 792-7257. Your application will remain on file for six months. If you have questions, please call the Administrator, Clerk/Treasurer's Office at (763) 784-6491. **Thank you for your interest!**

Name: Barbara Harlan Adult (18+) Student (under 18)
Address: 930-79th Ave NE Zip: 55432
Home #: 763-784-0251 Cell #: _____
Email: _____ Work #: N/A

Length of residence in Spring Lake Park (in years) _____ May we call you at work? Yes No

I am interested in serving on the following commission:

(If you have an interest in more than one commission, you may rank your choices)

- Planning and Zoning Commission
 Parks and Recreation Commission

Community, Civic or Volunteer Experience: Park & Rec Commissioner
for ~~several~~ multiple years.

Interests and Hobbies: Amoka County, UMN, master Gardener
since 1998.

Occupation and Work Experience (you may attach a resume if desired): _____

Retired from corporate world as HR. + Executive
Secy.

Please complete other side of application

Educational Background/Training: Some college - UMN -
Master Gardener 1996
Tre Care Advisor, UMN Dept of Forestry 1999

What skills or personal qualities do you possess that would make you valuable as a board or commission member? _____

See above

Why are you interested in volunteering? _____

Conflicts of Interest

No commissioner shall: (1) Enter into any contract with the city unless otherwise authorized by law. (2) Use their position to secure any special privilege or exemption for themselves or others. (3) Use their office or otherwise act in any manner which would give the appearance of or result in any impropriety or conflict of interest.

IMPORTANT INFORMATION CONCERNING YOUR APPLICATION

DATA PRIVACY NOTICE: Minnesota law requires that you be informed of the purposes and intended uses of the information you are providing on this application. Pursuant to Minnesota Statutes Section 13.601, your name, city of residence, employment history, volunteer work, awards and honors are public data and is available to anyone who requests the information. The data that you give us about yourself is also needed to identify you and assist in determining your suitability for the commission(s) for which you are applying. This data is not legally required, but refusal to supply the information requested may affect the City Council's ability to evaluate your application. Should you be appointed to serve on a board or commission, pursuant to Minnesota Statutes Section 13.601, your residential address and either a telephone number or electronic mail address (or both) where you can be reached also become public information.

I have read and understand the data privacy information given above and authorize investigation of all statements contained in this application as may be necessary to arrive at an appointment decision. I certify that all answers given here are true, and I understand that any false information on or omission of information from this application will be cause for rejection of this application.

Barbara J Harlan
Applicant signature (electronic)

12-17-16
Date

ENGAGEMENT LETTER


The Law Firm of Carson, Clelland & Schreder agrees to represent the City of Spring Lake Park for civil legal services and for municipal prosecution services in 2017.

Civil services include meeting attendance, staff consultation and the production of work relating to ordinances, zoning, special assessments, development contracts and other contractual matters. Representation for EDA matters is also anticipated. In addition to the before mentioned subjects, any other services as needed and directed by the City Council will be gladly performed. Charges for the civil work will be \$70.00 per hour for paralegal assistant and \$142.50 per hour for attorney.

The criminal prosecution services include the prosecution of petty misdemeanors, misdemeanors and gross misdemeanors as they occur; review and preparation of criminal complaints and consultation and advice with officers and police administration. The prosecution services include vehicle forfeitures. The prosecution services are billed on a flat fee basis, at a monthly retainer rate of \$6,750 per month.

The firm will also provide human resources and labor consultation and representation if desired by the City. These services will be billed at the civil rate.

Sincerely,



John J. Thames
on behalf of Carson, Clelland & Schreder

APPROVED BY CITY OF SPRING LAKE PARK

By: _____
Its Mayor

By: _____
Its Clerk

MEMORANDUM

DATE: December 27, 2016
TO: Mayor and City Council
CC: Daniel Buchholtz, City Administrator
FROM: Wanda Brown, Recycling Coordinator
RE: Anoka County Agreement for Residential Recycling Program 2017 –
Select Committee on Recycling and the Environment (SCORE)

Attached are three copies of the 2017 Residential Recycling Agreements. All three copies must be signed and returned to Anoka County. The 2016 Municipal Reimbursement Funding Allocation calls for the county to pay us a base of \$10,000, plus \$5.00 per household and options for other recycling opportunities.

Municipal Grant Funding (\$10,000 + \$5 per household):	\$23,100.00
Monthly Drop-off Center:	\$10,000.00
Municipal Park/Community Event Recycling:	\$ 2,000.00
Multi-Unit/Curbside Recycling:	\$ 4,000.00
Organics Collection:	\$ 2,620.00
Recycling Enhancement Grant:	<u>\$ 1,310.00</u>
	\$43,030.00

The grant is to help with promotional pieces, presentations to residents at community events, and to increase our recycling availability for residents through additional drop-off opportunities or creating a mini onsite drop-off center at City Hall. I will be requesting \$43,030.00 for our recycling program this year.

I recommend approval of the agreement.

Attachment

2017 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2017, notwithstanding the date of the signatures of the parties, between the COUNTY OF ANOKA, State of Minnesota, hereinafter referred to as the "COUNTY", and the CITY OF SPRING LAKE PARK, hereinafter referred to as the "MUNICIPALITY".

WITNESSETH:

WHEREAS, the County will receive funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2017; and

WHEREAS, pursuant to legislation a portion of the SCORE funds must be used to encourage recycling of source-separated compostable materials; and

WHEREAS, the County will also receive funding pursuant to Minn. Stat. § 473.8441 (hereinafter "LRDG funds") during 2017; and

WHEREAS, the County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the available amount for the Residential Recycling Program is \$1,536,699; and

WHEREAS, the County Solid Waste Master Plan 2012 and MPCA Metropolitan Solid Waste Management Policy Plan 2010-2030 state that MSW generated in the County that is not reused, recycled or composted, will be processed to the extent that processing capacity is available; and

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

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

1. **PURPOSE.** The purpose of this Agreement is to provide for cooperation between the County and the Municipality to implement solid waste recycling programs in the Municipality which will help the County and member municipalities meet the goals set in the 2012 Anoka County Solid Waste Management Master Plan.
2. **TERM.** The term of this Agreement is from January 1, 2017 through December 31, 2017, unless earlier terminated as provided herein.
3. **DEFINITIONS.**
 - a. "Full Service Recycling drop-off center" means centralized permanent drop-off center that is open at least two times a week and accepts at least four types of materials beyond traditional curbside recyclables, i.e.: mattresses, appliances, scrap metal, carpet, furniture, source-separated compostable materials, electronics, etc. Materials will be accepted at either a discounted rate or at no cost.

- b. "Mixed municipal solid waste" (MSW) shall have the meaning set forth in Minn. Stat. §115A.03, Subd. 21.
 - c. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.
 - d. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials for residents, including single and multi-family dwellings, as required by Minn. Stat. § 115A.552, Subd. 1.
 - e. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 24a.
 - f. "Public entity waste" shall have the meaning set forth in Minn. Stat. § 115A.471(b).
 - g. "Quasi-Municipal event" means community festivals which appear to the public to be supported and run by the Municipality but in fact are sponsored or co-sponsored by an independent non-profit 501c (3) organization, for example: the Anoka Halloween Parade.
 - h. "Recyclable materials" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 25a.
 - i. "Recycling" means the process of collecting and preparing recyclable materials and reusing the materials in their original form or using them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
 - j. "Refuse derived fuel" (RDF) as defined by Minn. Stat. § 115A.03, Subd. 25d., or other material that is destroyed by incineration is not a recyclable material.
 - k. "Source-separated compostable materials" (commonly called "organics") shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 32a.
 - l. "Yard waste" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 38.
4. **PROGRAM.** The Municipality shall develop and implement a residential solid waste recycling program adequate to meet the Municipality's annual recycling goal of 620 tons of recyclable materials as established by the County. The Municipality shall ensure that the recyclable materials collected are delivered to processors or end markets for recycling.
- a. The Municipal recycling program shall include the following components:
 - i. Each household (including multi-unit households) in the Municipality shall have the opportunity to recycle at least four broad types of materials, including but not limited to, paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.
 - ii. The recycling (including any organics) program shall be operated in compliance with all applicable federal, state, and local laws, ordinances, rules and regulations.

- iii. The Municipality shall implement a public information program that contains at least the following components:
 - (1) One promotion is to be mailed to each household focused exclusively on the Municipality's recycling program;
 - (2) One promotion advertising recycling opportunities available for residents is to be included in the Municipality's newsletter or local newspaper; and
 - (3) Two community outreach activities at Municipal or Quasi-Municipal events to inform residents about recycling opportunities.
 - iv. The public information components listed above shall focus on all recyclable materials and the various opportunities to recycle within the Municipality. The Municipality shall incorporate SWMCB Rethink Recycling images and use the toolkits provided when preparing promotional materials. The Municipality, on an ongoing basis, shall identify new residents and provide detailed information on the recycling opportunities available to these new residents. The County shall work with the Municipality on promotional materials to coordinate messages and provide promotional materials for review prior to publication to ensure accuracy.
 - v. The Municipality shall regularly attend the monthly Solid Waste Abatement Advisory Team meetings per year.
 - vi. The Municipality shall offer one or two spring and fall cleanup/recycling drop-off event(s) where items not normally accepted at the curb are collected for recycling. If the Municipality is hosting a monthly drop-off as described in 4.b.i below, the spring/fall cleanup/recycling drop-off events may be included within that program.
- b. The Municipality is encouraged to expand its recycling program to include one or more of the following components in order to receive additional funding.
- i. Organize monthly/quarterly recycling drop-off events which can be held in conjunction with a neighboring municipality(ies) on a cooperative basis for the citizens of both/all municipalities.
 - ii. Provide a community event recycling program, which at a minimum would consist of providing recycling opportunities at all Municipal sponsored or Quasi-Municipal events and festivals. The feasibility of adding organics collection at the event may also be explored and added to the event as an enhancement to the waste abatement program.
 - iii. Provide the opportunity for citizens to engage in recycling activities at Municipal and Quasi-Municipal facilities such as athletic fields and public centers.
 - iv. Organize and manage a Full Service Recycling Drop-off Center.
 - v. Develop enhanced recycling promotion and assistance for multi-units.
 - vi. Develop additional opportunities for Source-Separated Compostable Materials collection.

- c. If the Municipality's recycling program did not achieve the Municipality's recycling goals as established by the County for the prior calendar year, the Municipality shall work with the County to prepare a plan to achieve the recycling goals set forth in this Agreement.
 - d. The Municipality's recycling program shall be limited to residential programming for funding reimbursements under this Agreement. The County will not reimburse business recycling programming or household hazardous waste programming by the Municipality. Any inquiries or requests regarding these topics should be sent to the County for response.
 - e. In addition to the above requirements designed to increase residential recycling opportunities, the Municipality shall provide recycling opportunities in all municipal buildings including but not limited to, city offices, public meeting rooms and parks, as required by Minn. Stat. § 115A.151. If items collected through the Municipal recycling program prove to be contaminated or not recyclable, those items shall be treated as public entity waste and must be processed at a resource recovery facility.¹ Minn. Stat. §§115A.46 and 115A.471.
 - f. If the Municipality enters into a contract for the management of mixed municipal solid waste, the Municipality shall require that all MSW collected under the agreement is processed as long as processing capacity exists.²
5. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 20, 2017 and January 10, 2018.
- a. An accounting of the amount of waste which has been recycled as a result of the Municipality's activities and the efforts of other community programs, redemption centers and drop-off centers. For recycling programs, the Municipality shall certify the number of tons of each recyclable material which has been collected and the number of tons of each recyclable material which has been marketed. For recycling programs run by other persons or entities, the Municipality shall also provide documentation on forms provided by the County showing the tons of materials that were recycled by the Municipality's residents through these other programs. The Municipality shall keep detailed records documenting the disposition of all recyclable materials collected pursuant to this Agreement. The Municipality shall also report the number of cubic yards or tons of yard waste collected for composting or land spreading, together with a description of the methodology used for calculations. Any other material removed from the waste stream by the Municipality, i.e. tires and used oil, shall also be reported separately.
 - b. Information regarding any revenue received from sources other than the County for the Municipality's recycling programs.
 - c. Copies of all promotional materials that have been prepared by the Municipality during the term of this Agreement to promote its recycling programs.

¹ See pages 44-45 of the 2012 Anoka County Solid Waste Management Master Plan regarding the requirements for Public Entity Waste.

² *Ibid.*

The Municipality agrees to furnish the County with additional reports in form and at frequencies requested by the County for financial evaluation, program management purposes, and reporting to the State of Minnesota.

6. **BILLING AND PAYMENT PROCEDURE.** The Municipality shall submit itemized invoices semi-annually to the County for abatement activities no later than July 20, 2017 and January 10, 2018. Costs not billed by January 10, 2018 may not be eligible for funding. The invoices shall be paid in accordance with standard County procedures, subject to the approval of the Anoka County Board of Commissioners.
7. **ELIGIBILITY FOR FUNDS.** The Municipality is entitled to receive reimbursement for eligible expenses, less revenues or other reimbursement received, for eligible activities up to the project maximum as computed below, which shall not exceed \$47,333.00. The project maximum for eligible expenses shall be computed as follows:
 - a. A base amount of \$10,000.00 and \$5.00 per household for recycling activities only;
 - b. Enhancement activities as provided according to the schedule in Attachment A for each of the following services: Full Service Recycling Drop-off Center, Spring/Fall or Monthly/Quarterly Drop-off Events; Municipal Park Recycling; Community Event Recycling; Special Curbside Pickup Events; Multi-unit Recycling; and Organics Collection;
 - c. After considering the 2017 Municipal Funding Request (Attachment B) designating the additional Grant Projects that the City will undertake in the upcoming year; and
 - d. Including an additional change order contingency of up to 10% of the total of the first three items in this list.

For the Municipality's convenience in determining the amounts for the 2017 Municipal Funding Request, a work plan is included with the Packet. (See Attachment C.) Notwithstanding any provision to the contrary, the County reserves the right to reduce the funding provided hereunder in the event the City does not undertake and complete the additional Grant Projects referenced in Attachment B. The County also reserves the ability to assess the programs and reallocate unused SCORE and LRDG funds mid-year if any participating municipality demonstrates the need for the funding and funds are available.

8. **RECORDS.** The Municipality shall maintain financial and other records and accounts in accordance with requirements of the County and the State of Minnesota. The Municipality shall maintain strict accountability of all funds and maintain records of all receipts and disbursements. Such records and accounts shall be maintained in a form which will permit the tracing of funds and program income to final expenditure. The Municipality shall maintain records sufficient to reflect that all funds received under this Agreement were expended in accordance with Minn. Stat. § 115A.557, Subd. 2, for residential solid waste recycling purposes. The Municipality shall also maintain records of the quantities of materials recycled. All records and accounts shall be retained as provided by law, but in no event for a period of less than five years from the last receipt of payment from the County pursuant to this Agreement.

9. **AUDIT.** Pursuant to Minn. Stat. § 16C.05, the Municipality shall allow the County or other persons or agencies authorized by the County, and the State of Minnesota, including the Legislative Auditor or the State Auditor, access to the records of the Municipality at reasonable hours, including all books, records, documents, and accounting procedures and practices of the Municipality relevant to the subject matter of the Agreement, for purposes of audit. In addition, the County shall have access to the project site(s), if any, at reasonable hours.
10. **GENERAL PROVISIONS.**
- a. In performing the provisions of this Agreement, both parties agree to comply with all applicable federal, state or local laws, ordinances, rules, regulations or standards established by any agency or special governmental unit which are now or hereafter promulgated insofar as they relate to performance of the provisions of this Agreement. In addition, the Municipality shall comply with all applicable requirements of the State of Minnesota for the use of SCORE funds provided to the Municipality by the County under this Agreement. The Municipality shall also comply with all relevant portions of the 2012 Anoka County Solid Waste Management Master Plan, and shall participate in the preparation of the successor Master Plans.
 - b. No person shall illegally, on the grounds of race, creed, color, religion, sex, marital status, public assistance status, sexual preference, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to unlawful discrimination under any program, service or activity hereunder. The Municipality agrees to take affirmative action so that applicants and employees are treated equally with respect to the following: employment, upgrading, demotion, transfer, recruitment, layoff, termination, selection for training, rates of pay, and other forms of compensation.
 - c. The Municipality shall be responsible for the performance of all subcontracts and shall ensure that the subcontractors perform fully the terms of the subcontract. The agreement between the Municipality and a subcontractor shall obligate the subcontractor to comply fully with the terms of this Agreement.
 - d. The Municipality agrees that the Municipality's employees and subcontractor's employees who provide services under this Agreement and who fall within any job classification established and published by the Minnesota Department of Labor & Industry shall be paid, at a minimum, the prevailing wages rates as certified by said Department.
 - e. It is understood and agreed that the entire agreement is contained herein and that this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.
 - f. Any amendments, alterations, variations, modifications, or waivers of this Agreement shall be valid only when they have been reduced to writing, duly signed by the parties.
 - g. Contracts let and purchases made under this Agreement shall be made by the Municipality in conformance with all laws, rules, and regulations applicable to the Municipality.

- h. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, such decision shall not affect the remaining portion of this Agreement.
- i. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint venturers, or an association between the County and the Municipality, nor shall the Municipality, its employees, agents or representatives be considered employees, agents, or representatives of the County for any purpose.

11. **PUBLICATION.** The Municipality shall acknowledge the financial assistance of the County on all promotional materials, reports and publications relating to the activities funded under this Agreement, by including the following acknowledgement: "Funded by the Anoka County Board of Commissioners and State SCORE funds." The Municipality shall provide copies of all promotional materials funded by SCORE funds.

The County shall provide all printed public information pieces about County programs. A Municipality shall not modify County publications related to business recycling, household hazardous waste management or the County compost sites.

Information about the County's business recycling program, household hazardous waste management program or County compost sites that a Municipality plans to publish in a Municipal communication, printed or electronic, shall be provided to the County for review and approved by the County prior to publication to ensure accuracy and consistency.

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

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

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

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

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates first written above:

CITY OF SPRING LAKE PARK

By: _____

Name: _____

Title: _____

Date: _____

By: _____
Municipality's Clerk

Date: _____

Approved as to form and legality:

By: _____

Date: _____

COUNTY OF ANOKA

By: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Date: _____

By: _____

Jerry Soma
County Administrator

Date: _____

Approved as to form and legality:

By: _____

Kathryn M. Timm
Assistant County Attorney

Date: _____

**2017 Funding for Municipal Waste Abatement Programs
Attachment A**

Municipality	2017 Base Funding and Goals										2017 Additional Enhancement Funds Available										Total Funds Available for 2017 Base + Enhancement Funds					
	Contract Number	Total Pop	HH	Base Funding: \$10,000 + \$5.00/HH		Goals: 160 PP HH + 205 PP SF	Total	Monthly Quarterly Drop-off Events			Park and Community Event Recycling			Curbside and Multi-Unit Recycling			General Enhancement Grant \$0.50/HH All municipalities are eligible equally	Organics Grant \$1/HH All municipalities are eligible equally								
				\$10,000 Base	\$5.00/HH			Up to 4,999 households	5,000 + households	Full Service Drop-off Center	Up to 2,000 households	2,001-4,999 households	5,000 and up households	Up to 2,000 households	2,001-4,999 households	5,000 and up households										
Andover	C0005384	31,704	10,257	\$ 10,000	\$ 51,285	\$ 61,285	3,230	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 130,671
Anoka	C0005385	17,665	7,374	\$ 10,000	\$ 36,870	\$ 46,870	1,667	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 81,931
Bethel	C0005386	473	178	\$ 10,000	\$ 890	\$ 10,890	48	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 24,157
Blaine	C0005387	63,180	23,104	\$ 10,000	\$ 115,520	\$ 125,520	6,257	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 184,176
Centerville	C0005388	4,005	1,345	\$ 10,000	\$ 6,725	\$ 16,725	405	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 84,176
Circle Pines	C0005389	4,904	1,905	\$ 10,000	\$ 9,975	\$ 19,975	491	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 35,968
Columbia Heights	C0005390	19,965	8,141	\$ 10,000	\$ 40,705	\$ 50,705	1,974	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 86,917
Columbus	C0005391	3,828	1,426	\$ 10,000	\$ 7,130	\$ 17,130	392	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 32,469
Coon Rapids	C0005392	62,927	24,023	\$ 10,000	\$ 120,115	\$ 130,115	6,190	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 220,150
East Bethel	C0005393	11,761	4,115	\$ 10,000	\$ 20,575	\$ 30,575	1,190	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 82,748
Fridley	C0005394	28,547	11,500	\$ 10,000	\$ 57,650	\$ 67,650	2,723	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 108,945
Ham Lake	C0005395	15,773	5,358	\$ 10,000	\$ 26,790	\$ 36,790	1,593	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 68,827
Hilltop	C0005396	799	368	\$ 10,000	\$ 1,940	\$ 11,940	70	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 25,522
Lexington	C0005397	2,040	772	\$ 10,000	\$ 3,860	\$ 13,860	700	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 28,018
Lino Lakes	C0005398	20,519	6,412	\$ 10,000	\$ 32,060	\$ 42,060	2,082	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 75,678
Linwood Township	C0005399	5,364	1,949	\$ 10,000	\$ 9,745	\$ 19,745	545	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 35,669
Nowthen	C0005400	4,426	1,480	\$ 10,000	\$ 7,400	\$ 17,400	453	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 62,620
Oak Grove	C0005401	6,313	2,809	\$ 10,000	\$ 14,045	\$ 24,045	849	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 44,259
Ramsey	C0005402	25,982	8,690	\$ 10,000	\$ 45,450	\$ 55,450	2,555	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 15,000	\$ 30,000	\$ 45,000	\$ 90,485
Spring Lake Park	C0005404	6,326	2,620	\$ 10,000	\$ 13,100	\$ 23,100	620	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 43,030
St. Francis	C0005383	7,327	2,603	\$ 10,000	\$ 13,015	\$ 23,015	727	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 10,000	\$ 20,000	\$ 30,000	\$ 42,920
		344,838	126,569	\$ 210,000	\$ 632,845	\$ 842,845	34,261	\$ 135,000	\$ 270,000	\$ 405,000	\$ 135,000	\$ 270,000	\$ 405,000	\$ 135,000	\$ 270,000	\$ 405,000	\$ 135,000	\$ 270,000	\$ 405,000	\$ 135,000	\$ 270,000	\$ 405,000	\$ 135,000	\$ 270,000	\$ 405,000	\$ 1,136,699

2017 Total Allocation includes state SCORE and LRDG funds and additional budgeted program funding.
Population and Household Counts are based on 2015 Met Council Estimates
Goals are based on 205 pounds/person/year single family home up to 4 units and 160 pounds/person/year multi-units 5 units or more

**2017 Municipal Funding Request
Attachment B**

The City of Spring Lake Park is requesting the following funding for their municipal efforts in 2017.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Base Funding Allocation	\$23,100.00	\$23,100.00
Full Service Drop-off Center Allocation (Staffed or unstaffed)	\$0.00	
Monthly/Quarterly Drop-off Events	\$10,000.00	\$ 10,000.00
Municipal Park/Community Event Recycling	\$2,000.00	\$ 2,000.00
Multi-Unit /Curbside Recycling	\$4,000.00	\$ 4,000.00
General Enhancement Grant (Additional promotion efforts, staffing, Insert a description of the efforts being proposed below.	\$1,310.00	\$ 1,310.00
Source-Separated Compostables/Organics Grant	\$2,620.00	\$ 2620.00
Total Amount Eligible Being Requested for 2017	\$43,030.00	\$* 43,030.00

Please describe the efforts being proposed for each Enhancement Grant requested.

The enhancement grant allows the city to send mailings directly to apartment buildings.

The City of Spring Lake Park requests *43,030.00 for 2017 Municipal Funding.

Date 12/27/16

Name Wanda Brown

Title Recycling / Special Projects Coordinator

*these amounts should match and may not exceed eligible allocation total. This amount will be 10% less than the contract maximum for the grant.

2017 Municipal Funding Request Attachment C

The City or Town of Spring Lake Park is requesting the following funding for their municipal abatement efforts in 2017.

BASE FUNDING REQUESTED	Dollar Amount
Administration	
Recycling Coordinator	3,3400.00
Other Staff	5,200.00
Office Supplies	75.00
Training/Mileage/Dues / <u>Yearly Transfer</u>	3,650.00
<i>Subtotal</i>	\$ 42,325.00 -

Curbside Collection	
Estimated Curbside Collection Contract Costs	8,5284.25-
Estimated Curbside Collection Revenue	111,126.00
Difference that requires funding	
<i>Subtotal</i>	\$ -

Regular Drop-off Expenses	
Equipment - standard equipment maintenance	
Facility costs e.g. electricy, rent, supplies	
Service Providers	
Labor	
Estimated revenue	
Difference that requires funding	
<i>Subtotal</i>	\$ -

Promotion	
Printing	5000.00
Postage	2700.00
Advertising	1470.00
Incentive products	
Contracted performances e.g. Climb, Tricia and the Toonies	3000.00
<i>Subtotal</i>	\$ 12,170.00 -

Yard Waste	
Special Collections	
Estimated Curbside Collection Contract Costs	
Estimated Curbside Collection Revenue	
Difference that requires funding	
<i>Subtotal</i>	\$ -

Problem Materials	
Tires	
Oil	
<i>Subtotal</i>	\$ -

ADDITIONAL ENHANCEMENT FUNDS REQUESTED

Special Monthly/Quarterly Drop-off Events		
Equipment		
Service Providers/Collection Costs		28828.80
Labor - Staff/organizations		5271.20
Other		
<i>Special Monthly Enhancement Subtotal</i>		\$ 34100.00 -
Full Service Drop-off Center		
Equipment		
Service Providers/Collection Costs		
Labor - Staff/organizations		
<i>Full Service Drop-off Enhancement Subtotal</i>		\$ -
Park Recycling		
-- Recycling Containers	Price/container	
-- Recycling Bags		100.00
Service Providers/Collection Costs		
Labor - Staff costs needed for collection		1765.00
<i>Park Recycling Subtotal</i>		\$ 1865.00 -
Event Recycling - Please list any organics costs in organics section.		
-- Recycling Containers	Price/container	
-- Recycling Bags		
Service Providers/Collection Costs		
Labor - Staff costs needed for collection		
<i>Event Recycling Subtotal</i>		\$ -
Special Curbside Recycling Pickups		
Collection Costs		2000.00
Subsidy to resident -- # of items collected x _____		
<i>Special Curbside Subtotal</i>		\$ 2000.00 -
Multi-Unit Recycling Outreach		
Equipment/Promotion		2000.00
Staff costs		
<i>Multi-unit Enhancement Subtotal</i>		\$ 2000.00 -
General Enhancement Costs - could be used for any eligible expense		
Promotion/Printing/Postage/Advertising		1310.00
General Intern Costs		
<i>General Enhancement Subtotal</i>		\$ 1310.00 -
Organics Program Costs		
Equipment		
-- Organics Containers/Starter Kits	Price/container	
-- Compostable Bags		1140.00
-- Compostable Serving Ware - cups/bowls/utensils		
-- Container rental/month x <i>Summer Event</i>		300.00
Service Providers/Collection Costs <i>50 x 12</i>		600.00
Labor - Staff/organizations # of hours		
<i>Organics Collection Subtotal</i>		\$ 2040.00 -
TOTAL REQUESTED FUNDS		\$ 43,030.00 -

Total Cost of Program
Projected at \$ 183,094.25

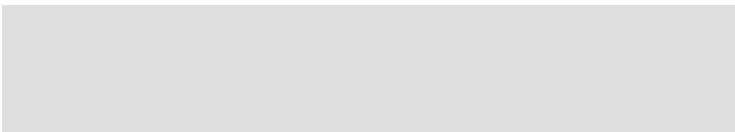
Memorandum

To: Mayor and City Council
From: Marian Rygwall, Parks & Recreation Director
Date: 12/12/2016
Re: Park and facilities naming policy

This past year, two long-time residents who have given an exemplary amount of service to their community passed away. In looking at possible ways to honor these individuals, staff found the city does not have a parks and facilities naming policy.

According to city code, one of the duties of the Parks & Recreation Commission is to “consider proper names for city park property”. Therefore, the commission along with staff reviewed several other cities’ policies and developed a proposed park naming policy. The commission felt very strongly against re-naming parks once the parks have been named and would prefer to have public facilities named as memorials.

Please find attached the proposed “Policy for the Naming and Renaming of Parks, Park Facilities and Public Place” for your consideration.





Policy for the Naming and Renaming of Parks, Park Facilities and Public Places.

Purpose:

From time to time, there is a need to name parks, park facilities and public places in the City of Spring Lake Park. This policy establishes the procedure for naming park lands and public facilities while identifying criteria to be used when considering suitable names. The act of naming is intended to be a permanent act, therefore, the process should be conducted in a thoughtful manner.

Procedure:

The naming of public land and facilities can invoke strong emotions. The naming process should be thoughtful requiring careful analysis with the selection process of a proper name being purposeful and systematic. The following procedure will be followed when naming parks, park facilities and public places in the City of Spring Lake Park.

1. The City Council, Parks and Recreation Commission, staff or resident recognizes and requests the naming of a park or public facility.
2. The Parks and Recreation Commission will solicit public input and develop a list of potential names including the reasoning for each using the criteria established herein.
3. At their next meeting, after considering each name and receiving any additional information from staff, the commission will prioritize the list and identify the top three names. A preferred name will be selected by majority vote at this meeting.
4. The Parks and Recreation Commission will then present the top three names with their recommended choice to the city council for consideration. If the city council rejects all names, the matter will be sent back to the Parks and Recreation Commission with specific instruction.

Naming Criteria for Parks, Park Facilities and Public Places:

The following criteria will be used to generate a list of potential names for parks, park facilities and public places.

- Name of a development, subdivision or neighborhood.
- Street name adjacent to or closely identified with the site.
- Name of a local point of interest or local focal point.
- Name of a topographical or dominant feature associated with the site.
- Name of historical significance associated with the area.
- Name of an event or person associated with the city history.
- Name of the person who dedicated part or all of the land for the park or facility.
- A name of the natural or cultural characteristics or wildlife of the site.
- A name based on historical ownership of the property.
- A name of a person or organization which acknowledges major financial contributions (50% or greater) which made the acquisition of property and/or construction and development possible.

Guidelines when considering naming after an individual or group:

When recognizing the outstanding accomplishments by an individual or group for the good of the community, the quality of the contribution should be considered along with the length of service by the individual or group and their reputation in the community.

- If memorializing an individual the naming shall be considered one year after death.
- A person who has significantly served the community, serving at least 10 years of local service.
- An individual or group who has made a major contribution for the enhancement of the quality of life and well-being in the community.
- An individual or group who has made exemplary financial contributions to the city.

Renaming of a park, park facility or public space:

Once a park or facility has been named, it will retain that name unless one of the following criteria is met:

1. Circumstances occur making the name no longer relevant.
2. The park or public space under goes significant transformation or redevelopment.
3. An individual or organization contributes a significant portion of the cost of renovating a park, park facility or public place.

Council Authority:

The City Council reserves all rights in the naming or renaming of all parks, park facilities and public places.



City of Spring Lake Park
Engineer's Project Status Report

To: Council Members and Staff

Re: **Status Report for 1.3.17 Meeting**

From: Phil Gravel

File No.: R-18GEN

Note: Updated information is shown in *italics*.

MS4 Permit (193802936).

2016 implementation items have been completed. Working with the Public Works Director and the Administrator to develop a work plan for 2017 MS4 items and to begin initial discussions on the process for updating the surface water management plan (including stormwater modeling).

2017 Sanitary Sewer Lining Project (193803782).

Working with Public Works Director on plans and specs for this project in the neighborhood east of Able Street and north of 81st Avenue. Bids will be received in February.

2017-2018 Street Seal Coat Project (193803783).

Working with Public Works Director on plans and specs for this 2-year project. Bids will be received in February.

Other issues/projects.

City's Water Supply Plan (MnDNR requirement) has been submitted to the state for review.

Working with school district engineer on site plan issue for school expansion project.

Working with Dan and Terry on options for bituminous trail repairs at various locations.

Working with staff on development review for possible Dominion project.

Working with staff on drainage issues (as presented at 11.14.16 City Council Workshop). Field survey information has been obtained. We will discuss next steps including the need to complete some stormwater modeling with the Public Works Director and the Administrator.

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.



CORRESPONDENCE

PLEASE PLACE IN JANUARY CITY COUNCIL PACKET

Anoka County RECORD

PO Box 21014 • Columbia Heights MN 55421-0014 • (763) 220-0411
E-Mail: editor@anokacountyrecord.com Website: www.anokacountyrecord.com

December 20, 2016

City of Spring Lake Park: Mayor and Councilmembers,

For first time customers, *Anoka County Record* is pleased to present you with an offer to publish all of your public notices for FREE in exchange for being named as your official newspaper for 2017. If you own a computer or smartphone, our e-subscription is also FREE. All affidavits of publication are posted online for FREE. Print subscriptions to city hall are also FREE.

The *Record* is currently the official newspaper for Anoka County, City of Ham Lake, and City of Oak Grove. The *Record* is the low bidder to publish all Anoka County notices in 2017.

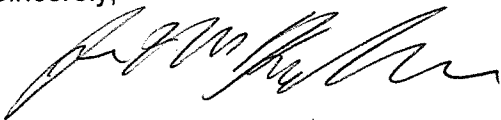
With the recent sale of the *Anoka County UnionHerald*, *Blaine-Spring Lake Park Life*, *Columbia Heights-Fridley Sun Focus*, and the *Forest Lake Times*, we would like to highlight some ownership differences.

Anoka County Record, LLC vs. Other Paper

	Anoka County Record, LLC	Owners of Anoka County UnionHerald, Blaine-Spring Lake Park Life, Columbia Heights-Fridley Sun Focus, Forest Lake Times
Company Registration	Minnesota	Delaware
Ownership Makeup	One Owner	Unknown Investors
Owner Residence	Minnesota	France, California, Montana, Connecticut
Price Per Notice for 2017	FREE	\$50 - \$350 for many notices
e-Subscription (PDF)	FREE	\$26/yr or not available
Campaign Law Violations	NO	YES, \$115,000 fine
Political Expenditures	NO	Over \$2,000,000
FDIC Bank Seizures	NO	YES, Affinity Bank \$254 million loss to taxpayers

Please feel free to contact me with any questions.

Sincerely,



John M. Kysylyczyn
Owner & Publisher



CONNECTING & INNOVATING
SINCE 1913

December 8, 2016

To: LMCIT Property/Casualty Members

From: LMCIT Board of Trustees

Joel Hanson, Administrator, Little Canada

D. Love, Councilmember, Centerville

Rhonda Pownell, Councilmember, Northfield

Dave Unmacht, Executive Director, LMC

Mark Karnowski, Administrator, Princeton

Dave Callister, Manager, Plymouth

Todd Prafke, Administrator, St. Peter

Re: **2016 Property/Casualty Dividend**

We are very pleased to enclose a check for your share of the \$25 million dividend, which the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty program is returning for 2016.

Also included in this mailing are:

- A memo providing background on the dividend, including a detailed explanation for how your dividend is calculated.
- A data sheet showing the earned premium and loss data used to calculate your dividend, as well as graphs showing your written premium and dividend history.

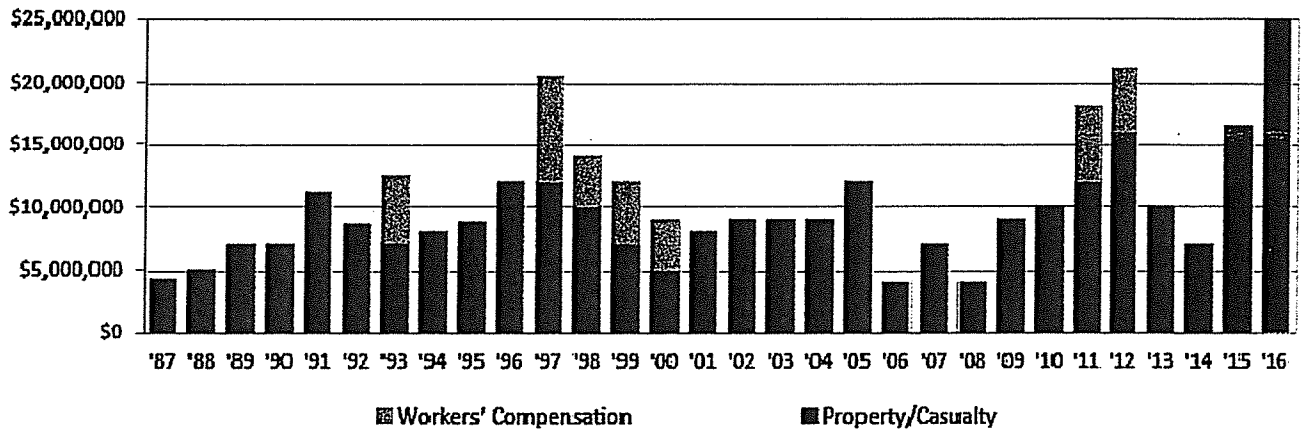
A copy of this same information will also be sent to your insurance agent. We also encourage you to share this information with your city council or other governing body.

We want to thank you again for your continued participation in LMCIT. Please feel free to contact Laura Honeck, LMCIT Operations Manager, at lhoneck@lmc.org or 651-281-1280 if you have any questions or need additional information.

League of Minnesota Cities Insurance Trust 2016 Property/Casualty Dividend

Congratulations to members of the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty program on another successful year! Property/casualty members will share in a \$25 million dividend this year, bringing the sum of dividends returned to members since 1987 to \$320 million.

LMCIT Dividends \$320 Million Since 1987



Factors Driving the 2016 Dividend

This year's dividend amount is largely driven by three factors:

- After a thorough actuarial evaluation of projected loss costs, it was determined LMCIT could decrease its estimates for outstanding liabilities on old claims that were incurred before May 31, 2015. The decrease is due primarily to favorable claim development in recent years for property claims (fewer weather-related events) and liability claims (especially in the areas of land use and employment liability).
- The cost of new property, auto liability, and general liability (the most significant being liability for police, land use, and sewer backups) claims that were incurred after May 31, 2015, is less than what LMCIT projected when it set premium rates last year. That good experience is reflected in this year's dividend.
- For the past couple years LMCIT has been dealing with a large number of claims alleging violation of the Drivers' Privacy Protection Act (DPPA). Because there are so many of these claims and because they involve some complex legal issues, there's a lot of uncertainty about what these claims might ultimately cost. Because of this, LMCIT has been holding some additional funds as a hedge against what they might ultimately cost. However, some favorable

court decisions and the fact that very few new DPPA claims have been submitted means that the uncertainty of these claims has lessened. This in turn means that LMCIT is now able to release some of the extra funds. When these claims are ultimately resolved, LMCIT hopes to be able to return the rest to cities too.

Dividend Determination

Every year the LMCIT Board determines whether a dividend can be returned, and if so, how much. A number of considerations are weighed, with the ultimate decision involving a comparison of the LMCIT year-end fund balance (also known as member equity or surplus) to a targeted amount of fund balance.

Typically the major driver behind whether a dividend can be returned is how rates in recent years compare to LMCIT's loss experience. Premium rates are designed to pay for projected losses, expenses, and a safety margin in case losses turn out to be greater than expected. If losses turn out to be at or below LMCIT's projections, then the safety margin isn't needed and can either be returned to members as a dividend or used to strengthen LMCIT's fund balance.

Dividend Calculation

The first step the LMCIT Board takes in determining the dividend amount is to look at LMCIT's actual fund balance compared to the fund balance targets the Board has established. This year the Trustees determined that \$25 million could be returned to member cities.

The next step is to calculate the dividend. The formula for calculating the dividend is designed to return proportionally greater amounts to members that have been with LMCIT for a longer period of time and that have been most successful in avoiding and controlling losses. Here are the steps to determine the dividend for each individual member:

- Step 1: Each member's adjusted losses are subtracted from its gross earned premiums.
- Step 2: After calculating Step 1, the remaining dollar amount for each member is added together. This is the total that is used to calculate each individual dividend amount.
- Step 3: The amount for each member calculated in Step 1 is then divided by the sum of all members calculated in Step 2. This results in each member's percentage, or share, of the \$25 million total that's available as a dividend this year.

The enclosed data sheet shows the exact figures, including your percentage of the dividend share, that were used to calculate your dividend. A few definitions may help as you look at this information.

Gross Earned Premium: This figure is your total of all earned premiums through May 31 for the past 20 years.

Adjusted Loss: This figure is your losses for the past 20 years, minus applicable deductibles, and after capping each individual large loss. Each individual loss is capped at the lesser of \$200,000 or 200 percent of the member's annual premium for the year of the loss. Without this cap, a small or mid-sized entity that experiences a catastrophic loss might not receive any dividend for many years.

Future Dividends

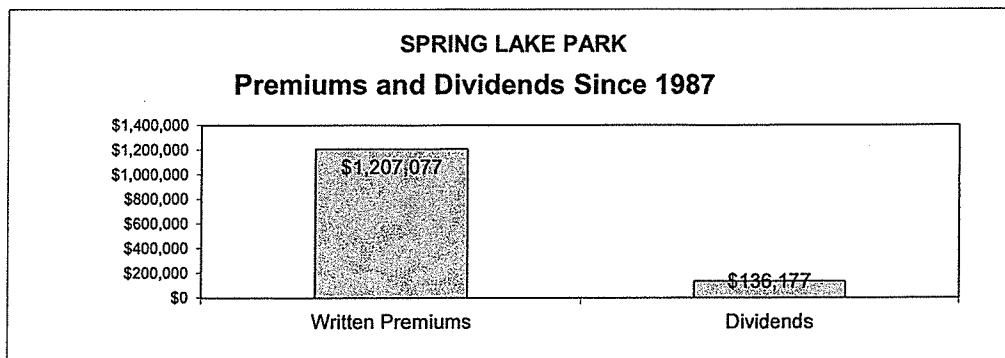
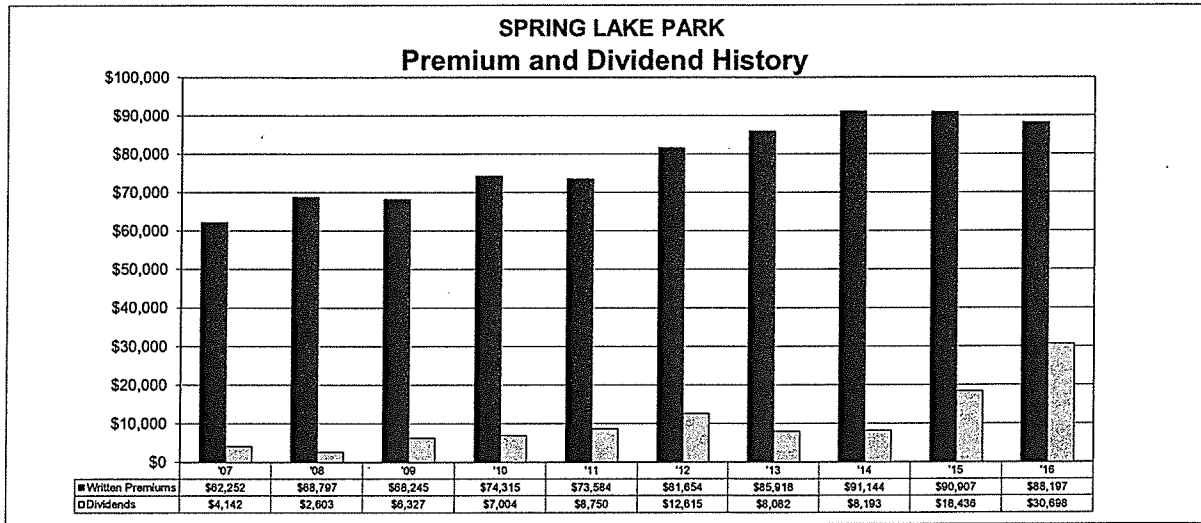
The ultimate goal of LMCIT is to manage *risk* – in other words, uncertainty. There's no guarantee a dividend will always be returned to members because it is impossible to know precisely what losses will occur or cost. Dividend amounts will vary from year to year just as they have in the past.

With that said, LMCIT will do its best to estimate and project what loss costs will be, and will continue to return to members any funds that aren't needed for losses, expenses, or reserves. While we can't guarantee future dividends, members should be proud of their success accomplished in controlling losses during 2016.

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2016 DIVIDEND CALCULATION
AT MAY 31, 2016**

NCI-BIB LLC
NORTHERN CAPITAL INSURANCE GRP
 8200 HIGHWOOD DR
 PO BOX 9396
 MINNEAPOLIS MN 55440-9396

Spring Lake Park 1301 81ST AVENUE NE	GROSS EARNED PREMIUM	\$1,189,620
	ADJUSTED LOSSES	\$417,759
	MEMBERS DIVIDEND PERCENTAGE	0.00122790088
<i>SPRING LAKE PARK, MN 55432-2116</i>	DIVIDEND AMOUNT	\$30,698



The "gross earned premium" figure is the member's total earned premiums as of May 31, 2016 for the past 20 years. This is the premium figure that's used in the dividend calculation. The "2016 written premium" figure is the member's total premium for the member's most recent renewal prior to May 31, 2016 (for most members, only a portion of that 2016 written premium would be earned as of May 31, 2016).

CITY OF SPRING LAKE PARK

Cashier asystadmin
At Front Counter

12/21/16 11:24am 93946

From: LEAGUE OF MN CITIES
2016 INSURANCE DIVIDEN

CR INSURANCE
DIVIDENDS 30698.00
LEAGUE OF MN
CITIES

Receipt total 30698.00

CK 169493 30698.00

Change Due 0.00

Thank you!

Check 169493 Date of check 12/2/2016

Vendor : 100709, City of Spring Lake Park
Invoice number Invoice date Payment amount

2016 PC Dividen 12/1/2016 30,698.00

Total

30,698.00

101-34801

Insurance Dividends