

CITY OF SPRING LAKE PARK
1301 81ST AVENUE N.E.
AGENDA
FEBRUARY 1, 2016 @7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADDITIONS OR CORRECTIONS TO AGENDA
5. DISCUSSION FROM THE FLOOR
6. **CONSENT AGENDA:**
 - A. Approval of Minutes – January 19, 2016
 - B. Approval of Resolution No. 16-01 Approving State of Minnesota Joint Powers Agreement with the City of Spring Lake Park on Behalf of Its City Attorney and Police Department
 - C. Contractor Request for Payment No. 2 – Visu-Sewer \$89,871.14
 - D. Sign Permit
 - E. Contractor's Licenses
 - F. Correspondence
7. PUBLIC WORKS REPORT
8. CODE ENFORCEMENT REPORT
9. RESOLUTIONS AND/OR ORDINANCES
 - A. Ordinance No. 423 Amending Chapter 153 of the Spring Lake Park Code of Ordinance Relating to Zoning
 - B. Resolution No. 16-02 Authorizing Summary Publication of Ordinance 423, An Ordinance Amending Chapter 153 of the Spring Lake Park Code of Ordinance Relating to Zoning
10. NEW BUSINESS
 - A. Surety Reduction Request – Substance Church
 - B. Anoka County Agreement for Residential Recycling Program 2016
11. ENGINEER'S REPORT
12. ATTORNEY'S REPORT
13. REPORTS
14. OTHER
 - A. Administrator Reports
 - B. City Hall Closed – February 15, 2016 for President's Day Holiday
15. ADJOURN

NEXT CITY COUNCIL MEETING – TUESDAY, FEBRUARY 16, 2016 AT 7:00 PM

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

RULES FOR PUBLIC HEARINGS AND DISCUSSION FROM THE FLOOR

DISCUSSION FROM THE FLOOR

**Limited to 5 minutes per person to state their concern.

**Action: Council direction to staff for resolution or take this matter under advisement for action at the next regularly scheduled meeting.

PUBLIC HEARINGS

Advise audience that the purpose of the public hearing is to receive citizen input on the proposal to (name of 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 an 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, except in cases where there is a spokesperson representing a group wishing to have their collective opinions voiced. The spokesperson should identify the audience group her/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 state any new facts they may have within the 3 minutes allotted. Please be specific and to the point.

** Everyone will be given the opportunity to express their agreement or disagreement even if they have no new points to make. (This is not a time to debate the issue.)

** People wishing to speak twice will be given 2 minutes to comment on any new facts brought forward since the last time they spoke.

Following public input, the Council will have a second opportunity to ask questions of the presenter and/or citizens.

The public hearing will then be adjourned with the Council taking the matter under advisement until the next regularly scheduled Council meeting. At the next regular meeting, the Council will debate the issue, if necessary, state their positions and make a decision. 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 January 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 Mason, Nelson, Wendling and Mayor Hansen

Members Absent: Councilmember Nash

Staff Present: Police Chief Ebeltoft; Building Official Brainard; Attorney Carson; Attorney Thames; Engineer Gravel; Parks and Recreation Director Rygwall; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Olivia Alveshere, ABC Newspapers

3. Pledge of Allegiance

4. Additions or Corrections to Agenda

Administrator Buchholtz asked that items 6F, Public Right of Way Application-Centerpoint and Item 6G, Application of Exempt Permit- North Suburban Chapter of the MN Deer Hunters at Kraus-Hartig VFW, be added to the agenda.

5. Discussion From The Floor – None

6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – January 4, 2016
- B. Disbursements
 - 1. General Fund Disbursement Claim No. 15-23 -- \$229,567.14
 - 2. Liquor Fund Disbursement Claim No. 15-24 -- \$223,336.58
- C. Sign Permit
- D. Contractor's Licenses
- E. Correspondence
- F. Public Right of Way Application – Centerpoint Energy
- G. Application of Exempt Permit – North Suburban Chapter of the MN Deer Hunters Association

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

7. PresentationA. Mayor's Proclamation – Jeffrey A. Carson Day

Mayor Hansen read a proclamation proclaiming January 19, 2016, as Jeffrey A. Carson Day in the City of Spring Lake Park. Mayor Hansen thanked Attorney Carson for his forty years of service to the City.

8. Police Report

Police Chief Ebeltoft reported that due to transitioning to the new Public Safety Data Records System in November, the monthly detailed statistical report for the number of calls for service is not available.

Chief Ebeltoft reviewed the monthly statistics from the School Resource Officer and Investigator Baker. He reported that School Resource Officer Fisk notes that thefts are on the rise again in our schools and requests students, parents and teachers only bring the necessary items to school to help alleviate this issue.

Chief Ebeltoft reported, in addition to addressing the day-to-day operations of the Department, he attended numerous meetings throughout the month, along with overseeing the continuation of the hiring process for the vacant police officers position. He reported that he assisted with the completion of the testing process for the vacant police officer position and brought forth a candidate for a conditional job offer.

9. Parks and Recreation Report

Parks and Recreation Director Rygwall reviewed the December 2015 department statistics. Ms. Rygwall reported that the Parks and Recreation Commission met and reviewed the Turkey Shoot activity and suggested that the event be moved back to a Friday night prior to the Thanksgiving holiday. She stated that the Commission reviewed the requirements for traveling baseball and the use of the baseball fields.

Ms. Rygwall stated that staff had a busy month preparing for the popular cookie making class in December. She reported that a lot staff time was involved in preparing for the class. She stated the class was a success and in the future, they will hold two classes.

Ms. Rygwall reported that staff has been busy preparing for upcoming classes and for the senior Valentine luncheon sponsored by the Spring Lake Park Lions. She reported that the Parks and Recreation brochure has been delivered to residents.

10. New BusinessA. Authorize 2016 Police Squad Car Order and Purchase

Chief Ebeltoft stated that the 2016 State Bid Contracts for the police vehicles has been awarded to the listed dealerships.

Dealership	Location	State Bid Contract	Pricing
1.) Ranger Chevrolet (Chevy/Ford)	Hibbing, MN	#83064 (Ford)	\$27,238.00
		#37351 (Chevy)	\$26,371.18
2.) Nelson Auto Center (Dodge)	Fergus Falls, MN	#89303	\$27,621.00

Chief Ebeltoft reported that after research, consideration and time, it was determined that the 2016 Dodge Charger will again best fit the police department needs and finances.

Chief Ebeltoft reported that as part of his research on State Bid Contracts, it was found that Dodge of Burnsville has a State Bid Contract. He stated that, the City of Spring Lake Park can purchase the same 2016 Dodge Charger AWD for \$25,798.00, with a savings of \$1,823.00 from Dodge of Burnsville over the State Bid contract price offered by Nelson Auto Center.

Chief Ebeltoft stated that he is seeking Council approval to proceed with placing an order for a 2016 Dodge Charger AWD from Dodge of Burnsville in the amount of \$25,798.00. He noted that this purchase will come in under budget, of the 2016 budgeted funds of \$35,472.00, for a savings of \$9,674.00.

Councilmember Mason inquired to the location of the State Bid dealerships. Chief Ebeltoft explained that the dealerships applied and were awarded the State Bids however; other dealerships can also apply and use State Bid pricing.

MOTION MADE BY COUNCILMEMBER MASON TO APPROVE 2016 DODGE CHARGER AWD SQUAD CAR ORDER AND PURCHASE FROM BURNSVILLE DODGE IN THE AMOUNT OF \$25,798.00. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Engineer's Report

Engineer Gravel reported that the 2015 Sanitary Sewer Lining Project is complete. He reported that Public Works Director Randall is in the process of reviewing inspection televising tapes to verify the installations. Mr. Gravel stated that contractor payment is being withheld until the televising tapes are reviewed.

Mr. Gravel stated that Emmanuel Christian Center is in the planning stages of an expansion at their location. He reported that plans will more than likely be submitted in the near future.

12. Attorney's Report

Attorney Carson expressed his gratitude towards the City and staff in during his time as City Attorney. He spoke highly of the City and all that has been accomplished during the time he served as City Attorney.

13. Other

Councilmember Nelson thanked Attorney Carson for his work, time and mentorship that he provided during his time as City Attorney.

A. Administrator Report

Administrator Buchholtz reported that the Accounting staff is busy preparing year end reports and starting to gather information for the auditors. Administrator Buchholtz expressed his appreciation to Attorney Carson.

14. Adjourn

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

The meeting was adjourned at 7:30 P.M.

Cindy Hansen, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

RESOLUTION NO. 16-01

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. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Police Chief Douglas Ebeltoft or his or her 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.

To assist the Authorized Representative with the administration of the agreement, Daniel Buchholtz, City Administrator, is appointed as the Authorized Representative's designee.

3. That the City Attorney John Thames, Carson Clelland and Schreder Law Firm or his or her 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.

To assist the Authorized Representative with the administration of the agreement, Samantha Corlew, Carson, Clelland and Schreder Law Firm, is appointed as the Authorized Representative's designee.

4. That Cindy Hansen, the Mayor for the City of Spring Lake Park, and Daniel Buchholtz, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

The foregoing Resolution was moved for adoption by Councilmember.

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

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the first day of February, 2016.

APPROVED BY:

Cindy Hansen, Mayor
CITY OF SPRING LAKE PARK

ATTEST:

Daniel Buchholtz, City 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 Police Department ("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://app.dps.mn.gov/cjdn>.

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 agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

Agency will identify its contact person for billing purposes, and 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 Chief Douglas Ebeltoft, 1301 81st Avenue NE, Spring Lake Park, MN 55432, (763) 792-7200, 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: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(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 Police Department (“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 105310, 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: (i) 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: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(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: _____



Stantec Consulting Services Inc.
2335 Highway 36 West
St. Paul MN 55113
Tel: (651) 636-4600
Fax: (651) 636-1311

January 26, 2016

Honorable Mayor and City Council
City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432

Re: 2015 Sanitary Sewer Lining Project
Project No. 193803135
Contractor's Request for Payment No. 2

Dear Mayor and Councilmembers:

Attached for your approval is Contractor's Request for Payment No. 2 for the 2015 Sanitary Sewer Lining Project. The prime Contractor on this project is Visu-Sewer Inc.

This request covers work complete through the end of 2015. This request includes Visu-Sewer Invoices 27222 and 27291. Terry Randall has been overseeing the construction.

We have reviewed the contractor's payment request and found it to be in order. We recommend approval. **If the City wishes to approve this request, then payment should be made to Visu-Sewer, Inc. in the amount of \$89,871.14.**

Please execute the payment request documents. Keep one copy for your records, forward two copies to Visu-Sewer Inc. (one for them and one for their bond company), and return one copy to me.

Feel free to contact Harlan Olson or me if you have any questions.

Regards,
STANTEC

A handwritten signature in black ink, appearing to read "Phil Gravel".

Phil Gravel
City Engineer

Enclosures



Owner:	City of Spring Lake Park, 1301 81st Ave. NE, Spring Lake Park, Mn 55432	Date:	January 26, 2016
For Period:	11/11/2015 to 1/26/2016	Request No:	2
Contractor:	Visu-Sewer, Inc., W230 N4855 Betker Dr., Pewaukee, WI 53072		

CONTRACTOR'S REQUEST FOR PAYMENT

2105 SANITARY SEWER LINING
STANTEC PROJECT NO. 193803135

SUMMARY

1	Original Contract Amount		\$	152,976.60
2	Change Order - Addition	\$	0.00	
3	Change Order - Deduction	\$	0.00	
4	Revised Contract Amount		\$	152,976.60
5	Value Completed to Date		\$	140,747.40
6	Material on Hand		\$	0.00
7	Amount Earned		\$	140,747.40
8	Less Retainage 5%		\$	7,037.37
9	Subtotal		\$	133,710.03
10	Less Amount Paid Previously		\$	43,838.89
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO.	2	\$	89,871.14

Recommended for Approval by:

STANTEC

Phil Howard 1/26/16

Approved by Contractor:

VISU-SEWER INC.

Per Visu-Sewer Invoices 27222 and 27291.

Approved by Owner:

CITY OF SPRING LAKE PARK

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE BID:							
1	MOBILIZATION	LS	1	4350.00	0.5	1	\$4,350.00
2	TRAFFIC CONTROL	LS	1	1500.00	0.5	1	\$1,500.00
3	SEWER REHABILITATION, 8-INCH OR 9-INCH CIPP	LF	5165	24.20	3353	5139	\$124,363.80
4	SEWER REHABILITATION, 10-INCH CIPP	LS	198	53.20	198	198	\$10,533.60
5	GROUT SERVICE LATERAL CONNECTION	EA	58	200.00			\$0.00
	TOTAL BASE QUOTE:						\$140,747.40
TOTAL BASE BID:							\$140,747.40
TOTAL WORK COMPLETED TO DATE							\$140,747.40

PROJECT PAYMENT STATUS

OWNER CITY OF SPRING LAKE PARK
STANTEC PROJECT NO. 193803135
CONTRACTOR VISU-SEWER INC.

CHANGE ORDERS

No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	11/01/2015	11/10/2015	43,838.89	2,307.31	46,146.20
2	11/11/2015	01/26/2016	89,871.14	7,037.37	140,747.40

Material on Hand

Total Payment to Date		\$133,710.03	Original Contract	\$152,976.60
Retainage Pay No. 2		7,037.37	Change Orders	
Total Amount Earned		\$140,747.40	Revised Contract	\$152,976.60



www.visu-sewer.com

SPRING LAKE PARK
C/O PHIL GRAVEL/STANTEC
2335 W. HWY 36
ST PAUL, MN 55113

INVOICE NUMBER: 27222
INVOICE DATE: 11/30/2015

ATTN: ACCOUNTS PAYABLE
RE: 2015 SEWER LINING PROJECT/
STANTEK PROJ# 193803135
PAY ESTIMATE # 2

CUSTOMER NO.
JOB NO. 15177M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
1	MOB	1	LS	4,350.00	0.50	0.50	2,175.00
2	TRAFFIC CONTROL	1	LS	1,500.00	0.50	0.50	750.00
3	CIPP 8"-9"	5,165	LF	24.20	2,252.00	4,038.00	97,719.60
4	CIPP 10"	198	LF	53.00			-
5	GROUT LATERAL	58	EA	200.00			-
							-
							-
							-
							-
							-
							-

TOTAL WORK COMPLETED	100,644.60
LESS 5% RETAINAGE	5,032.23
LESS PREVIOUS INVOICES	43,838.89
TOTAL AMOUNT DUE	51,773.48

PLEASE REMIT TO:

VISU-SEWER, INC.
P.O. BOX 804
PEWAUKEE, WI 53072-0804

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY
BE CHARGED ON ALL PAST DUE ACCOUNTS.

Visu-Sewer, Inc.

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

Equal Employment Opportunity/Affirmative Action Employer



www.visu-sewer.com

SPRING LAKE PARK
C/O PHIL GRAVEL/STANTEC
2335 W. HWY 36
ST PAUL, MN 55113

INVOICE NUMBER: 27291
INVOICE DATE: ~~4/2/22~~ 36

ATTN: ACCOUNTS PAYABLE
RE: 2015 SEWER LINING PROJECT/
STANTEC PROJ# 193803135
PAY ESTIMATE # 3

CUSTOMER NO. 1207
JOB NO. 15177M

ITEM	DESCRIPTION	EST. QTY	U/M	PRICE	COMPLETED		AMOUNT
					THIS PERIOD	TO DATE	
1	MOB	1	LS	4,350.00	0.50	1.00	4,350.00
2	TRAFFIC CONTROL	1	LS	1,500.00	0.50	1.00	1,500.00
3	CIPP 8"-9"	5,165	LF	24.20	1,101.00	5,139.00	124,363.80
4	CIPP 10"	198	LF	53.00	198.00	198.00	10,494.00
5	GROUT LATERAL	58	EA	200.00			-

TOTAL WORK COMPLETED	140,707.80
LESS 5% RETAINAGE	7,035.39
LESS PREVIOUS INVOICES	95,612.37
TOTAL AMOUNT DUE	38,060.04

PLEASE REMIT TO:

VISU-SEWER, INC.
P.O. BOX 804
PEWAUKEE, WI 53072-0804

DUE UPON RECEIPT OF INVOICE.
A SERVICE CHARGE OF 1 1/2 % PER MONTH MAY
BE CHARGED ON ALL PAST DUE ACCOUNTS.

Visu-Sewer, Inc.

W230 N4855 Betker Dr, Pewaukee, WI 53072 (P) 800-876-8478 / 262-695-2340 (F) 262-695-2359

Equal Employment Opportunity/Affirmative Action Employer

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

Sign Permit

February 1, 2016

Holiday Station Store

8101 University Avenue NE

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

SIGN PERMIT APPLICATION

DATE: 12-14-15

NAME OF APPLICANT: Holiday Station Store

ADDRESS OF APPLICANT: 8101 University Spring Lake Park MN

TELEPHONE NUMBER OF APPLICANT: 763-784-6285

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Old Tom Thumb is being remodeled into a Holiday Station Store

New Construction: _____ Remodel: X 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: Indigo Signworks Inc.

Address: 4133 Iowa Street, Ste #100 Alexandria MN 56308

Is an Electrical Permit required? unknown - part of remodel project

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

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


SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY:*****

FEE: \$451.00

RECEIPT NUMBER: _____

DATE OF APPROVAL: _____

DATE OF ISSUE: _____

REASON FOR DENIAL: _____

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: 1506.0 See attached drawing

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 0

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 444.50

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 THURSDAY PRECEEDING THE COUNCIL MEETING.

DRAWING:

Proposed Signs

proposed

Pylon

$$131.25 \times 2 = 262.50$$

Front Building

$$9.5 + 34.5 = 44$$

Car Wash Entrance

$$23.5$$

Car Wash Exit

$$23.5$$

Holiday North Awning

$$45.5$$

Holiday South Awning

$$45.5$$

$$\text{Total } 444.50$$

$$450 - 30\%$$

$$444.50 - \text{proposed}$$

$$5.5 \text{ Remaining}$$

fees

$$48 \times 2 = \$60 + 8 = \$68 \times 2 = \$136.00$$

$$44 = \$60 + 4 = \$64$$

$$23.5 = \$60$$

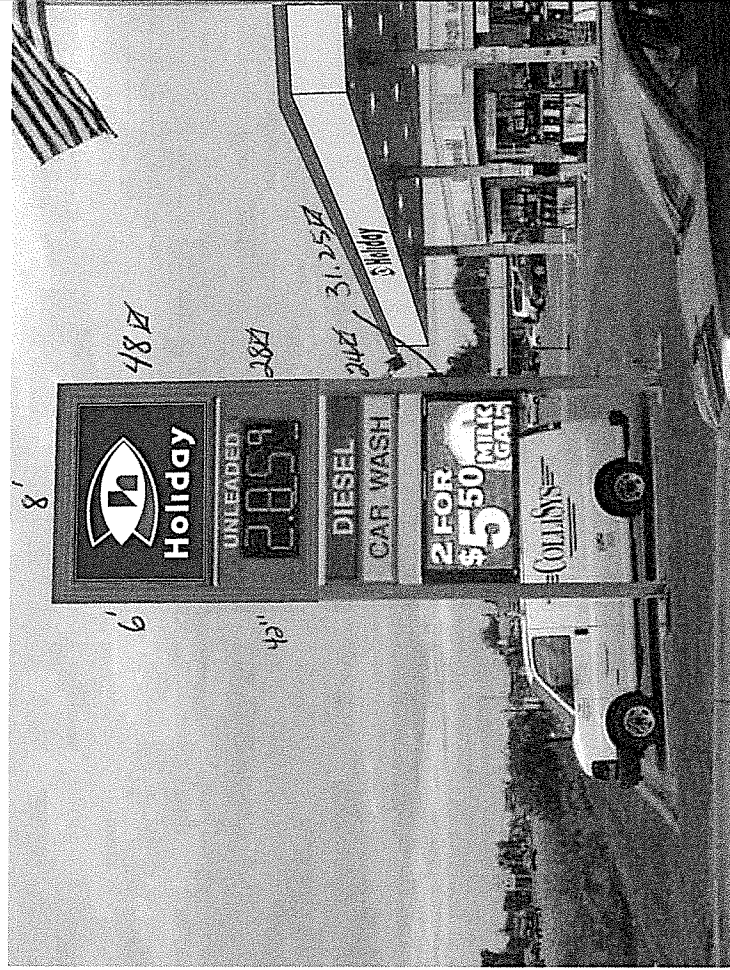
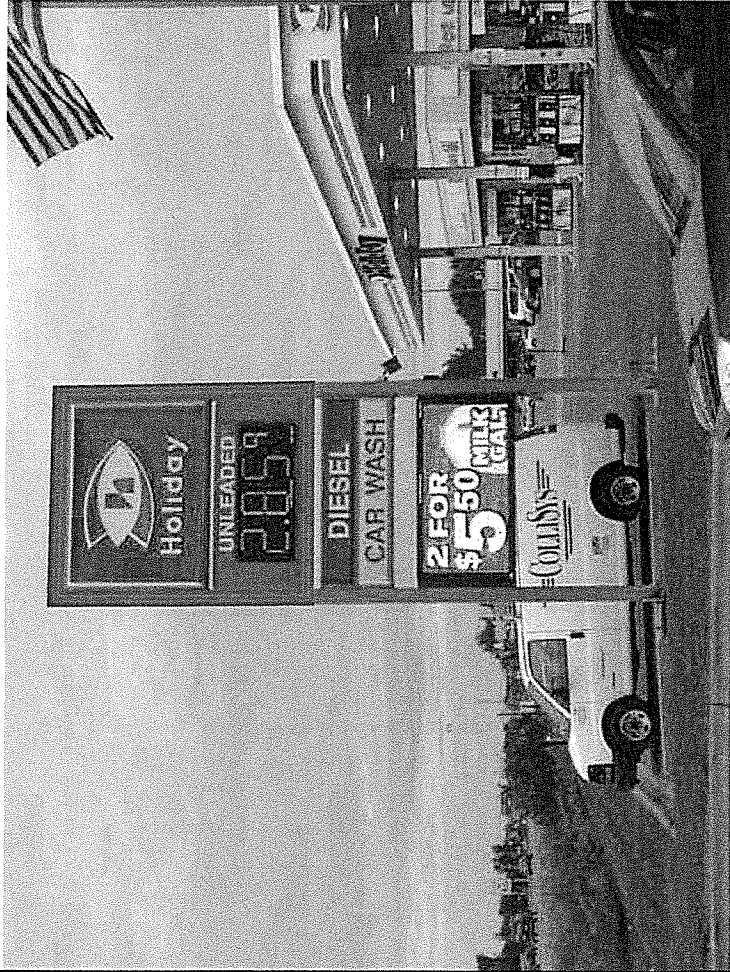
$$23.5 = \$60$$

$$45.5 = \$60 + 5.50 = \$65.50$$

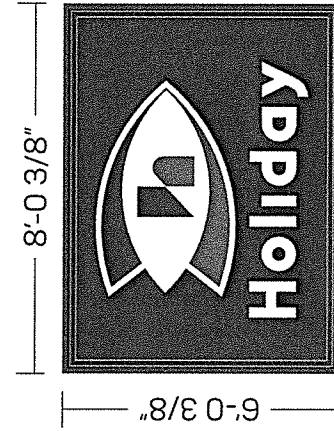
$$45.5 = \$60 + 5.50 = \$65.50$$

$$\underline{\$451.00}$$

131.25 x 2 262.56
 107.25 x 2 = 214.50



EXISTING:



GRAPHIC DETAIL
 SCALE = 1/4" = 1'-0"

PROPOSED:

Personas

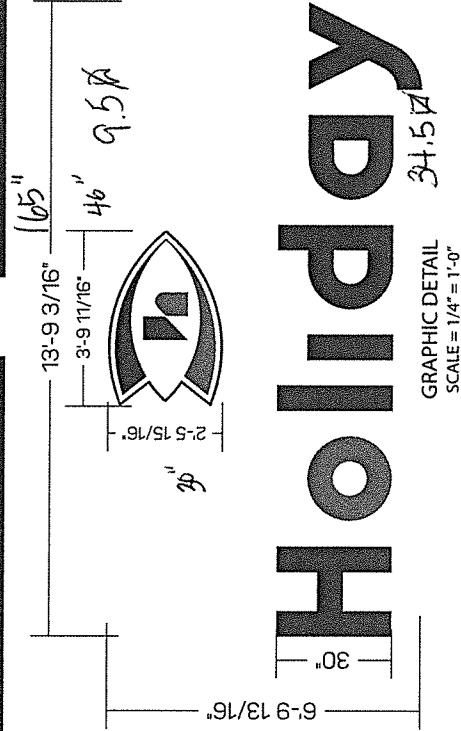
NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: HOLIDAY STATIONS		Date: 11/9/15	Prepared By: MR	<div>Note: Colors output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.</div> <div>Eng: -</div>
Location: #334 SPRING LAKE PARK, MN		File Name: 142000 - R1 - SPRING LAKE PARK, MN		
<div>persöna</div> <div>SIGNS LIGHTING IMAGE</div>				<div>DISTRIBUTED BY SIGN UP COMPANY</div> <div>700 21st Street Southwest</div> <div>PO Box 210</div> <div>Watertown, SD 57201-0210</div> <div>1.800.843.9888 • www.personasigns.com</div>



EXISTING:

PROPOSED:



44 Total

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:		HOLIDAY STATIONS		Date:	1/14/16	Prepared By:	RM	Note: Color outputting will be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a reason to this drawing will be made.	Eng:	-
Location:		#334 SPRING LAKE PARK, MN		File Name:		142000 - R1 - SPRING LAKE PARK, MN				

<

persōna
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 • www.personasigns.com



EXISTING:



PROPOSED:

15'4"

12'-10 1/8"

23.5'

CAR WASH



Already Counted

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	HOLIDAY STATIONS	Date:	1/14/16	Prepared By:	RM	<small>NOTE: Customers are responsible for providing accurate information for the design of the sign. If the information provided is incorrect, the sign will not be guaranteed.</small>	persona SIGNS LIGHTING IMAGE DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 270 Watertown, SD 57201-0270 1.800.843.9888 • www.personasigns.com
Location:	#334 SPRING LAKE PARK, MN	File Name:	142000 - R1 - SPRING LAKE PARK, MN	Eng:	-		



EXISTING:



154"

PROPOSED:

12'-10 1/8"

23.5' CAR WASH



23.5 SF

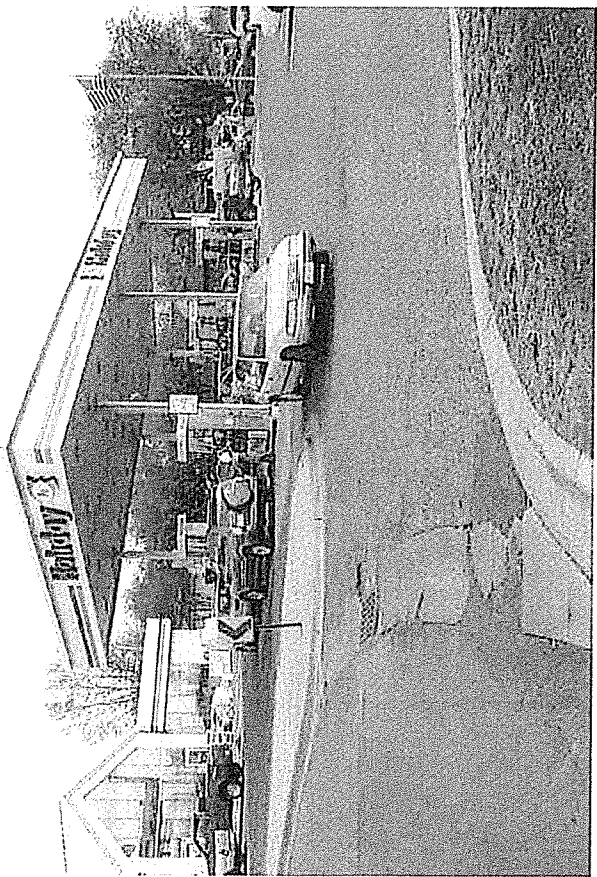
NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer:	HOLIDAY STATIONS	Date:	1/14/16	Prepared By:	RM	Note: Consistency with manufacturer's specifications is required. All dimensions are subject to change without notice. All dimensions are in feet and inches. All dimensions are to the center of the sign.	personasigns.com		
Location:	#334 SPRING LAKE PARK, MN	File Name:		142000 - R1 - SPRING LAKE PARK, MN				Eng:	-
						DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 270 Watertown, SD 57201-0270 1.800.843.9898 • www.personasigns.com			

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9868 - www.personasigns.com

persöna
SIGNS | LIGHTING | IMAGE

9'5" 36"



EXISTING:



PROPOSED:

45.5'

192" 36"

16'-10 3/4"

9'5"

41"

3'-5 1/4"



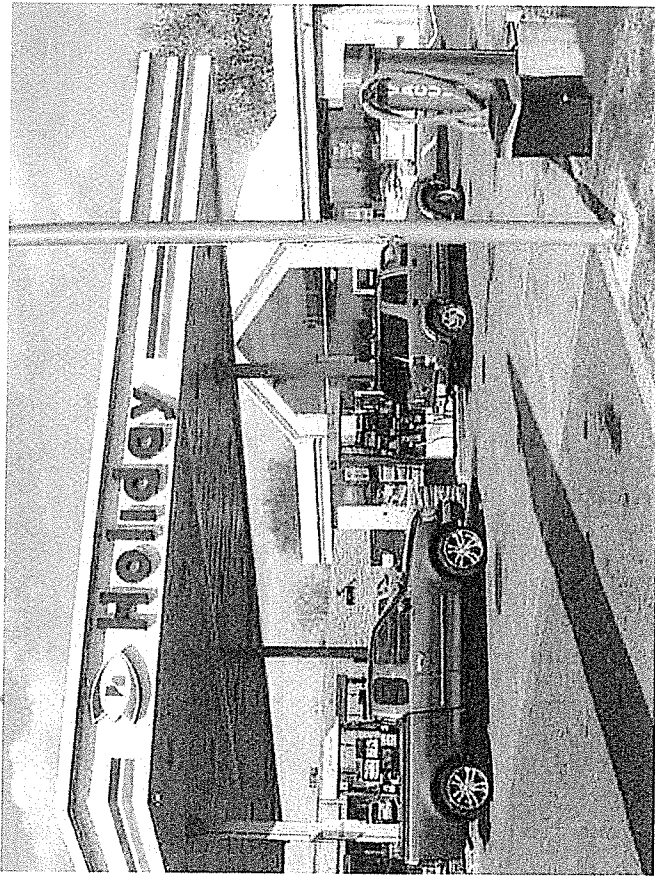
27"

GRAPHIC DETAIL
SCALE = 3/8" = 1'-0"

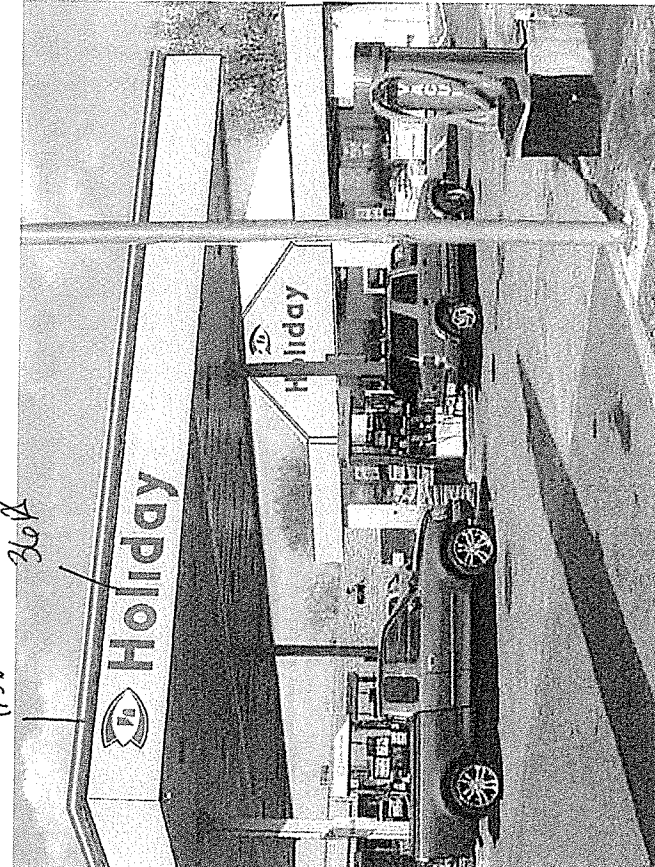
45.5 SF

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: HOLIDAY STATIONS	Date: 1/14/16	Prepared By: RM	<small>Note: Company information is for informational purposes only. It is not intended to be used as a contract or a warranty. The company is not responsible for any errors or omissions in this document.</small>
Location: #334	File Name: 142000 - R1 - SPRING LAKE PARK, MN	Eng: -	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com



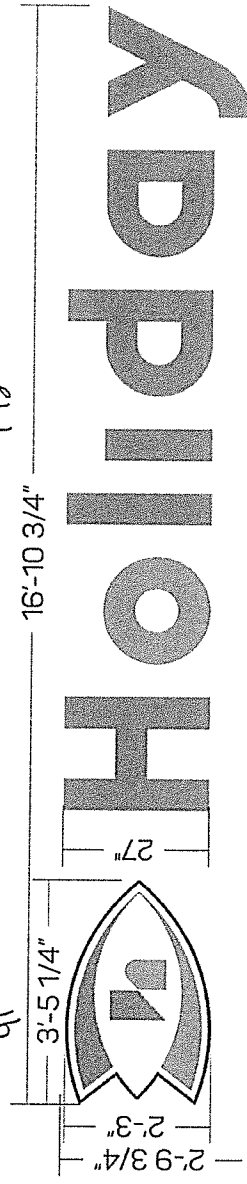
EXISTING:



PROPOSED:

45.5' ~~45.5'~~

192" 36" ~~36"~~



45.5 SF

GRAPHIC DETAIL
SCALE = 3/8" = 1'-0"

NOTE: Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

Customer: HOLIDAY STATIONS	Date: 1/14/16	Prepared By: RM	DISTRIBUTED BY SIGN UP COMPANY 700 21st Street Southwest PO Box 210 Watertown, SD 57201-0210 1.800.843.9888 • www.personasigns.com
Location: #334 SPRING LAKE PARK, MN	File Name: 142000 - R1 - SPRING LAKE PARK, MN	Eng: -	

persona
SIGNS | LIGHTING | IMAGE



HOLIDAY STATIONSTORES
4567 American Boulevard West, Bloomington, MN 55437 (952) 830-8700

City of Spring Lake Park

December 17, 2015

1301 81st Ave Northeast

Spring Lake Park, MN 55432

Re: #334 Holiday Stationstore

8101 University Avenue NE

Spring lake Park, MN 55432

To whom it may concern:

Holiday Stationstores Inc. has retained the services of Persona and Indego Signs to procure permits, produce and complete the installation at the above Holiday Stationstore in Spring Lake Park. Persona and Indigo have full authorization to act as our agent with regards to permitting and installation per all of the City of Spring Lake Park's signage code.

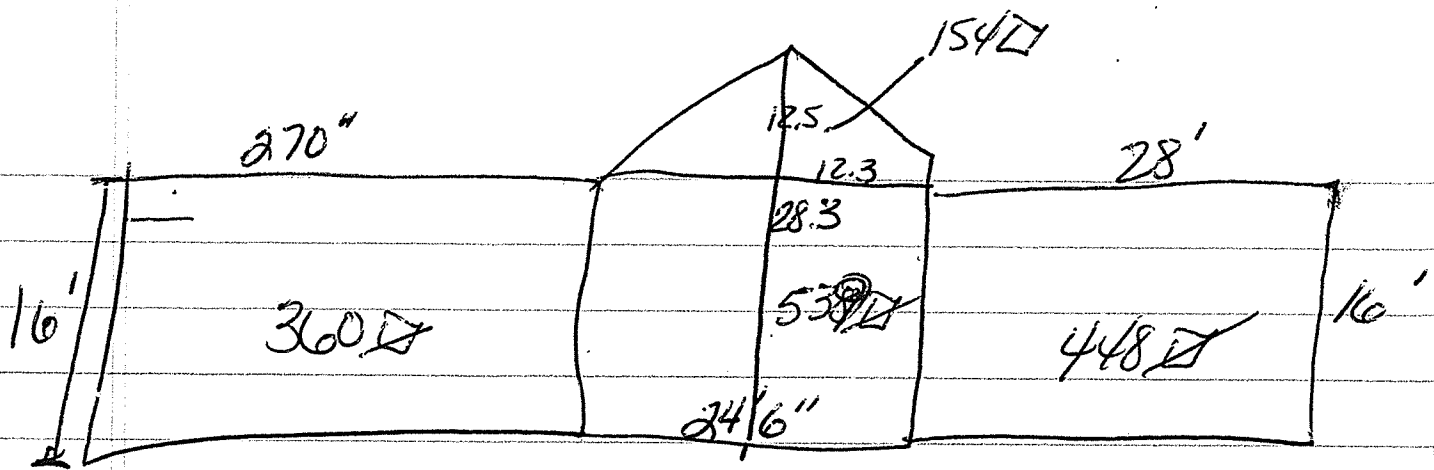
Feel free to contact me at 952-830-8888 or email at scott.alpaugh@holidaycompanies.com if you have any comments or questions pertaining to this project.

Respectfully,

Scott Alpaugh

Project Manager/ Construction Supervisor

Holiday Stationstores, Inc.



$$\begin{array}{r}
 360 \cancel{\square} \\
 539 \cancel{\square} \\
 154 \cancel{\square} \\
 448 \cancel{\square} \\
 \hline
 1501 \cancel{\square}
 \end{array}$$

Total Building Front Square footage

$$\begin{array}{r}
 450 \cancel{\square} \quad 30\% \\
 40 \cancel{\square} \quad \text{existing 3 signs, 2 carwash \& pylon} \\
 28 \cancel{\square} \times 2 = 56 \cancel{\square} \quad \text{Removing Reader Board portion} \\
 35 \cancel{\square} \times 2 = 70 \cancel{\square} \quad \text{@ Install Electronic Reader Board} \\
 \hline
 35 \cancel{\square} \quad \text{Remaining}
 \end{array}$$

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

Contractor's Licenses

February 1, 2016

General Contractor

Quality Contracting Services



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 January 2016
DATE: January 26, 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 January 2016, a total of 3 building permits were issued compared to 6 in 2015. 6 mechanical permits were issued in January 2016, compared to 2 in 2015. 2 Plumbing permit issued in January 2016, in comparison to 4 in 2015. One zoning permit issued in January 2016, compared to 0 in 2015. In addition, 2 fire suppression permits was also issued in January 2016 compared to none in 2015.

Rental registrations and inspections continue to progress with all but five units registered for 2016. I have issued several notices and administrative offense tickets to the owners of the five rental units that have failed to register their property and will continue to do so as long as they remain in violation.

Also attached with this report, please find the January 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. January 2016 vacancy listing summarizes the following:

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

I did not post any abandoned and/or vacant property notices in the month of January. In January of 2016, a total of 7 Administrative Offense (A.O.) Tickets and four violation notices were issued by the Code Enforcement Department. Five of the A.O.'s were issued for rental registration violations and the other two for special use permit violations.

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

Building/Mechanical/Plumbing/Zoning Inspections:	58%
Vacant and Foreclosed Inspections:	8%
Rental and Certificate of Occupancy Inspections:	25%
Fire Inspections:	0%
Nuisance Inspections:	9%

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

- City Council meeting on Monday, January 4th and 19th.
- City Council Workshop for Zoning Review on Monday, January 11th.
- Building Official Conferences at U of MN Continuing Education January 11th – 15th.
- Department Head meeting on January 5th.
- Planning Commission meeting on Monday, January 25th.

This month I am attaching the “Mold in Homes” handout for your information. This handout is provided for any Spring Lake Park property owner and tenant that is looking for information on what effects, how to detect, and cleaning and removal of mold. The handout also directs concerned citizens to the Minnesota Department of Health to attain more information regarding mold.

This concludes the Code Enforcement Department monthly report for January 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
Permits Issued & Fees Report - Detail by Permit#

Issued Date From: 1/1/2016 To: 1/31/2016
 Permit Type: All Property Type: All Construction Type: All
 Include YTD: Yes Status: Not Voided

Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: BUILDING												
Permit Kind: SINGLE FAMILY ALTERATION												
2015-00625	01/04/2016	8036 6TH ST NE		0	12,000.00	242.82	157.83	6.00				406.65
Permit Kind: SINGLE FAMILY WINDOW REPLACEMENT												
2015-00616	01/15/2016	8082 GARFIELD ST NE		0	7,860.00	175.18		3.93				179.11
Permit Type: BUILDING - Totals												
			Period	2	0	19,860.00	418.00	157.83				585.76
			YTD	2	0	19,860.00	418.00	157.83				585.76
Permit Type: FIRE SUPPRESSION												
Permit Kind: COMMERCIAL FIRE SUPPRESSION												
2016-00006	01/08/2016	8080 CENTRAL AVE NE		0		144.88	94.12	2.98				241.98
2016-00007	01/21/2016	8260 ARTHUR ST NE		0		37.50	2.44	1.25				41.19
Permit Type: FIRE SUPPRESSION - Totals												
			Period	2	0	182.38	96.56	4.23				283.17
			YTD	2	0	182.38	96.56	4.23				283.17
Permit Type: MECHANICAL												
Permit Kind: COMMERCIAL HEATING, VENT & AC												
2016-00008	01/19/2016	8179 UNIVERSITY AVE NE		0		117.75		2.99				120.74
Permit Kind: COMMERCIAL HVAC - COMMERCIAL MINIMUM												
2016-00009	01/19/2016	1290 81ST AVE NE		0		80.00		1.00				81.00
Permit Kind: SINGLE FAMILY HVAC - RESIDENTIAL SINGLE												
2016-00001	01/04/2016	8057 GARFIELD ST NE		0		80.00		1.00				81.00
2016-00003	01/05/2016	8271 MONROE ST NE		0		40.00		1.00				41.00
2016-00010	01/15/2016	8197 TAYLOR ST NE		0		40.00		1.00				41.00
1/26/2016												

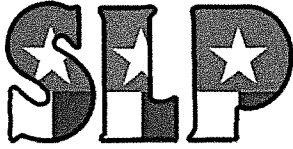
Permit#	Date Issued	Site Address	Permit Count	Dwell Units	Valuation	Revenue	Plan Check	State Surcharge	Park Fees	SAC Units	SAC Fees	Total Fees
Permit Type: MECHANICAL Permit Kind: SINGLE FAMILY HVAC - RESIDENTIAL SINGLE 2016-00011 01/15/2016 650 RECO LN NE 0 40.00 1.00 41.00												
Permit Type: MECHANICAL - Totals Period 6 0 397.75 254.39 7.99 405.74 YTD 6 0 397.75 254.39 7.99 405.74												
Permit Type: PLUMBING Permit Kind: MULTI-FAMILY PLUMBING 2016-00005 01/08/2016 375 83RD AVE NE #1 0 90.00 1.00 91.00 Permit Kind: SINGLE FAMILY PLUMBING 2016-00004 01/08/2016 7960 JACKSON ST NE 0 45.00 1.00 46.00												
Permit Type: PLUMBING - Totals Period 2 0 135.00 254.39 2.00 137.00 YTD 2 0 135.00 254.39 2.00 137.00												
Permit Type: SIGN Permit Kind: COMMERCIAL SIGN PERMANENT 2016-00002 01/05/2016 1625 COUNTY ROAD 10 NE 0 180.00 254.39 24.15 180.00												
Permit Type: SIGN - Totals Period 1 0 180.00 254.39 24.15 180.00 YTD 1 0 180.00 254.39 24.15 180.00												
Report Total Period 13 0 \$19,860.00 1,313.13 254.39 24.15 1,591.67 YTD 13 0 \$19,860.00 1,313.13 254.39 24.15 1,591.67												

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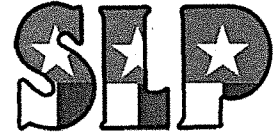
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CITY OF SPRING LAKE PARK
CODE ENFORCEMENT
1301 81ST Avenue NE
Spring Lake Park MN 55432
Business Phone 763-784-6491
Fax 763-792-7257



Mold in Homes

INTRODUCTION

This fact sheet provides information for people who have mold problems in their homes. It presents the health concerns associated with mold exposure and advice on finding and removing mold contamination.

What is Mold?

Molds are fungi. Molds grow throughout the natural and built environment. Tiny particles of mold are present in indoor and outdoor air. In nature, molds help break down dead materials and can be found growing on soil, foods, plant matter, and other items. Molds produce microscopic cells called "spores" which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growths (colonies) when they find the right conditions.

What does mold need to grow?

Mold only needs a few simple things to grow and multiply:

- Moisture
- Nutrients
- Suitable place to grow

Of these, controlling excess moisture is the key to preventing and stopping indoor mold growth.

Should I be concerned about mold where I live?

Mold should not be permitted to grow and multiply indoors. When this happens, health problems can occur and building materials, goods and furnishings may be damaged.

Can mold make my family and me sick?

Mold can affect the health of people who are exposed to it. People are mainly exposed to mold by breathing spores or other tiny fragments. People can also be exposed through skin contact with mold contaminants (for example, by touching moldy surfaces) and by swallowing it. The type and severity of health effects that mold may produce are usually difficult to predict. The risks can vary greatly from one location to another, over time, and from person to person.

What symptoms might I see?

The most common health problems caused by indoor mold are allergy symptoms. Although other and more serious problems can occur, people exposed to mold commonly report problems such as:

- Nasal and sinus congestion
- Cough
- Wheeze/breathing difficulties
- Sore throat
- Skin and eye irritation
- Upper respiratory infections (including sinus)

Are the risks greater for some people?

There is wide variability in how different people are affected by indoor mold. However, the long-term presence of indoor mold growth may eventually become unhealthy for anyone. The following types of people may be affected more severely and sooner than others:

- Infants and children
- Elderly people
- Individuals with respiratory conditions or sensitivities such as allergies and asthma
- Persons having weakened immune systems (for example, people with HIV infection, chemotherapy patients, and organ transplant recipients). Those with special health concerns should consult a medical professional if they feel their health is affected by indoor mold.

Are some molds more hazardous than others?

Some types of mold can produce chemical compounds (called mycotoxins) – although they do not always do so. Molds that are able to produce toxins are common. In some circumstances, the toxins produced by indoor mold may cause health problems. However, all indoor mold growth is potentially harmful and should be removed promptly, no matter what type(s) of mold is present or whether it can produce toxins.

How do I tell if I have a mold problem?

Investigate – don't test. The most practical way to find a mold problem is by using your eyes to look for mold growth and by using your nose to locate the source of a suspicious odor. If you see mold or if there is an earthy or musty smell, you should assume a mold problem exists. Other clues are signs of excess moisture or the worsening of allergy-like symptoms.

- Look for visible mold growth (may appear cottony, velvety, granular, or leathery and have varied colors of white, gray, brown, black, yellow, green). Mold often appears as discoloration, staining, or fuzzy growth on the surface of building materials or furnishings. When mold is visible, testing is **not** recommended.
- Search areas with noticeable mold odors.
- Look for signs of excess moisture or water damage. Look for water leaks, standing water, water stains, and condensation problems. For example, do you see any watermarks or discoloration on walls, ceilings, carpet, woodwork or other building materials?
- Search behind and underneath materials (carpet and pad, wallpaper, vinyl flooring, sink cabinets), furniture, or stored items (especially things placed near outside walls or on cold floors). Sometimes destructive techniques may be needed to inspect and clean enclosed spaces where mold and moisture are hidden; for example, opening up a wall cavity.

Should I test for mold?

The Minnesota Department of Health does **not** recommend testing for mold. Instead, you should simply assume there is a problem whenever you see mold or smell mold odors. Testing should never take the place of visual inspection and it should never use up resources that are needed to correct moisture problems and remove all visible growth. Sometimes, mold growth is hidden and difficult to locate. In such cases, a combination of air (outdoor and indoor air samples) and bulk (material) samples may help determine the extent of contamination and where cleaning is needed. However, mold testing is rarely useful for trying to answer questions about health concerns.

MOLD CLEAN UP AND REMOVAL

To clean up and remove indoor mold growth, follow steps 1-6 as they apply to your home.

1) Identify and Fix the Moisture Problem – the most important step in solving a mold problem is to identify and correct the moisture source(s) that allowed the growth in the first place. Common indoor moisture sources include:

- Flooding
- Condensation (caused by indoor humidity that is too high or surfaces that are too cold)
- Movement through basement walls and slab
- Roof leaks
- Plumbing leaks
- Overflow from tubs, sinks, or toilets
- Firewood stored indoors
- Humidifier use

- Inadequate venting of kitchen and bath humidity
- Improper venting of combustion appliances
- Failure to vent clothes dryer exhaust outdoors (including electric dryers)
- Line drying laundry indoors
- Houseplants - watering them can generate large amounts of moisture.

To keep indoor surfaces as dry as possible, try to maintain the home's relative humidity between 20-40 percent in the winter and less than 60 percent the rest of the year. You can purchase devices to measure relative humidity at some home supply stores. Ventilation, air circulation near cold surfaces, dehumidification, and efforts to minimize the production of moisture in the home are all very important in controlling high humidity that frequently causes mold growth in our cold climate.

2) Begin Drying All Wet Materials - as soon as possible, begin drying any materials that are wet. For severe moisture problems, use fans and dehumidifiers and move wet items away from walls and off floors. Check with equipment rental companies or restoration firms to see if you can rent fans and dehumidifiers.

3) Remove and Dispose of Mold Contaminated

Materials - items which have absorbed moisture (porous materials) and which have mold growing on them need to be removed, bagged and thrown out. Such materials may include sheet rock, insulation, plaster, carpet/carpet pad, ceiling tiles, wood products (other than solid wood), and paper products. Likewise, any such porous materials that have contacted sewage should also be bagged and thrown away. Non-porous materials with surface mold growth may be saved if they are cleaned well and kept dry (see step 4).

Take Steps to Protect Yourself - the amount of mold particles in air can increase greatly when mold is disturbed. Consider using protective equipment when handling or working around mold contaminated materials. The following equipment can help minimize exposure to mold:

- Rubber gloves
- Eye goggles
- Outer clothing (long sleeves and long pants) that can be easily removed in the work area and laundered or discarded
- Medium-efficiency or high-efficiency filter dust mask (these can be found at safety equipment suppliers, hardware stores, or some other large stores that sell home repair supplies) -- at a minimum, use an N-95 or equivalent dust mask.

Take Steps to Protect Others - plan and perform all work to minimize the amount of dust generated. The following actions can help minimize the spread of mold spores:

- Enclose all moldy materials in plastic (bags or sheets) before carrying through the home
- Hang plastic sheeting to separate the work area from the rest of the home
- Remove outer layer of work clothing in the work area and wash separately or bag
- Damp clean the entire work area to pick up settled contaminants in dust

4) Clean Surfaces - surface mold growing on non-porous materials such as hard plastic, concrete, glass, metal, and solid wood can usually be cleaned. Cleaning must remove and capture the mold contamination, because dead spores and mold particles still cause health problems if they are left in place.

- Thoroughly scrub all contaminated surfaces using a stiff brush, hot water and a non-ammonia soap/detergent or commercial cleaner
- Collect excess cleaning liquid with a wet/dry vacuum, mop or sponge
- Rinse area with clean water and collect excess rinse water

5) Disinfect Surfaces (if desired) - after cleaning has removed all visible mold and other soiling from contaminated surfaces, a disinfectant may be used to kill mold missed by the cleaning. In the case of sewage contamination, disinfection must be performed -- contact the Minnesota Department of Health for appropriate advice.

- Mix 1/4 to 1/2 cup bleach per gallon of water and apply to surfaces where mold growth was visible before cleaning. The solution can be applied with a spray bottle, garden sprayer; it can be sponged on, or applied by other methods.
- Collect any run-off of bleach solution with a wet/dry vacuum, sponge or mop. However, do not rinse or wipe the bleach solution off the areas being treated -- allow it to dry on the surface. Always handle bleach with caution. **Never mix bleach with ammonia** -- toxic chlorine gas may result. Bleach can irritate the eyes, nose, throat, and skin. Provide fresh air (for example, open a window or door). Protect skin and eyes from contact with bleach. Test solution on a small area before treatment, since bleach is very corrosive and may damage some materials.

6) Remain on MOLD ALERT - Continue looking for signs of moisture problems or return of mold growth. Be particularly alert to moisture in areas of past growth. If mold returns, repeat cleaning steps and consider using a stronger solution to disinfect the area again. Regrowth may signal that the material should be removed or that moisture is not yet controlled.

When can we rebuild?

Rebuilding and refurnishing must wait until all affected materials have dried completely. Be patient – it takes time to dry out wet building materials. A moisture meter may help measure drying progress. Contact your county Minnesota Extension Service office to see if they loan moisture meters.

Can ozone air cleaners remove indoor mold?

Some air cleaners are designed to produce ozone, which is a strong oxidizing agent and a **known irritant of the lungs and respiratory system**. Studies have shown that ozone, even at high concentrations, is not effective at killing airborne mold or surface mold contamination. Even if mold were killed by ozone, the health threats would not be reduced until mold contaminants are removed through cleaning. Health experts, including the Minnesota Department of Health, do **not** recommend the use of ozone to address mold or any other indoor air problems.

What Is the Minnesota Department of Health Doing About Mold?

The MDH Indoor Air program assists with mold issues through the following activities:

- Providing technical assistance to Local Public Health, School District or public when requested
- Distributing fact sheets and references on mold and moisture control (e.g., MDH publication *Mold In My Home: Is Mold a Health Concern*)
- Developing a series of guidance sheets for Local Public Health staff and public on mold, investigation procedures, and mitigation/prevention methods (by Spring 2001)
- Developing "Best Practices" guidelines for schools regarding investigation of mold problems (by Fall 2000)
- MDH does **not** provide mold testing or inspection services
- MDH does **not** provide support to professional consultants

What Local Public Health Can Do

Using mold guidance materials to be developed by MDH (spring 2001), local public health agency staff should be able to:

- Assist public in identification of mold problem situations and advise on investigation techniques and mitigation/clean-up methods
- Answer questions about health effects and potential hazards of mold exposure
- Incorporate mold prevention advice into public messages and disaster response plans
- Direct concerned public to appropriate local resources or MDH (if beyond local agency expertise)
- Direct concerned public to School District's Indoor Air Quality Coordinator for school-related inquiries

Medical Referrals

Pediatric Environmental Health and Safety Unit
Cook County Hospital, Chicago
Regional resource for clinical consultations
(312)633-5310

Association of Occupational and Environmental Clinics
Washington, DC (202)347-4976

American College of Occupational and Environmental Medicine
Arlington Heights, IL (847)228-6850

American Academy of Allergy and Immunology
Arlington Heights, IL (800)842-7777

The Asthma and Allergy Foundation of America
Washington, DC (800)727-8462

Questions?

Minnesota Department of Health - Indoor Air Unit
121 East Seventh Place, Suite 220
P.O. Box 64975
St. Paul, Minnesota 55164-0975
Phone: 651-215-0909 or 1-800-798-9050

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR
SUBJECT: ZONING CODE ORDINANCE AMENDMENTS/CLARIFICATION
DATE: JANUARY 26, 2016

The City Council, at its January 11 workshop session, authorized staff to move forward on a number of amendments to the recently adopted Zoning Code to make corrections to the Code to match the City Council's intent. In addition, the City Council also authorized staff to draft compromise language on recreational vehicle parking.

The proposed changes outlined in Ordinance 423 is as follows:

- *Repeal Section 153.052(A)(2)* which requires a conditional use permit for any commercial use abutting a residential district in the City. A focus of the update was to increase performance standards in this situation. Therefore this language was intended to be removed from the Code. It was stricken from Appendix A but not from this provision. This change would achieve the Council's intent.
- *Amend Section 153.060(E)(2) to increase the maximum allowable square footage of accessory structures from 1,000 square feet to 1,200 square feet.* This was discussed by the Planning Commission during the Zoning Code update process but was inadvertently left out of the final draft. The City was routinely granting property owner variances to this 1,200 square foot standard, so this change matches present City proactive and should reduce the number of variances that will come before the Planning Commission in the future.
- *Amend Section 153.065(A) to reflect that standards apply to both commercial and industrial zoning districts.* This is a clarification to the Code resulting from the title change of the I-1 District from Commercial/Industrial to Light Industrial.
- *Amend Section 153.065(B)(2)(b) to only allow tenants of multi-family properties to store recreational vehicles in those parking lots.* This language reflects the City Council's compromise on this topic. The Commission had originally prohibited the parking of recreational vehicles, boats and trailers in the R-2 and R-3 districts, but the Council determined it was overly restrictive. The Commission discussed this language and questioned the ease in which it could be enforced. They did add clarifying language to 153.065(B)(2)(b)(3) to state "Boats and trailers not exceeding 30 feet in length" in an effort to ease enforcement. This is how the language is currently enforced and thus is not a change in policy.
- *Amend Section 153.120(A)(4) to add the word not.* The language in this section, as it currently reads, is the opposite of the City's intent. The word not was inadvertently omitted from the first sentence. A reading of the remainder of the section demonstrates that this change meets the City's intent.
- *Repeal Section 153.201(D) to preserve the character of the City's I-1, Light Industrial District.* This change would prohibit the placement of assembly uses by conditional use permit in a district in which the use is excluded by the provisions of the chapter. These uses are not listed within the I-1, Light Industrial District.

The Planning Commission held a public hearing on the proposed changes at its January 25 meeting and unanimously recommended approval of the proposed changes.

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

DRAFT PROCEEDINGS

Minutes of the Spring Lake Park Planning Commission meeting held on January 25, 2016 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

1. Call to Order

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

2. Roll Call

Members Present: Commissioners Bernhagen, Dircks, Raymond, and Smith

Members Absent: Commissioners Strawn

Staff Present: Building Official Brainerd; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Ken Wendling, 547 81st Avenue NE

3. Pledge of Allegiance

4. Approval of Minutes – November 23, 2015

MOTION BY COMMISSIONER RAYMOND, SECONDED BY COMMISSIONER BERNHAGEN, APPROVING THE MINUTES OF NOVEMBER 23, 2015 AS SUBMITTED. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

5. Elect Officers

A. Elect Chairperson

Chairperson Smith opened nominations for Chairperson.

Commissioner Raymond nominated Vince Smith as Chairperson for the year 2016.

Administrator Buchholtz called three times for further nominations and hearing none, declared nominations closed.

MOTION BY COMMISSIONER RAYMOND TO SUSPEND THE RULES AND CAST AN UNANIMOUS BALLOT TO ELECT VINCE SMITH CHAIRPERSON OF THE PLANNING COMMISSION FOR THE YEAR 2016. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Elect Vice Chairperson

Chairperson Smith opened nominations for Vice Chairperson.

Commissioner Eischens nominated Lisa Dircks as Vice Chairperson for the year 2016.

Chairperson Smith called three times for further nominations and hearing none, declared nominations closed.

MOTION BY COMMISSION EISCHENS TO SUSPEND THE RULES AND CAST AN UNANIMOUS BALLOT TO ELECT LISA DIRCKS VICE CHAIRPERSON OF THE PLANNING COMMISSION FOR THE YEAR 2016. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

6. Public Hearing – Consider Adopting of Amendments to Zoning Code

Chairperson Smith opened the public hearing at 7:06 PM to consider adoption of Amendments to Zoning Code.

Administrator Buchholtz informed the Commission that the City Council at its January 11, 2016 workshop session, authorized staff to make application on their behalf for updates and corrections to the zoning ordinance.

Administrator Buchholtz stated that as the Commission noted at the November public hearing when the land use ordinances were considered, there would be corrections that would be brought forward to address mistakes in those ordinances. He stated that Staff, in conducting further review of the zoning code, found the following items that should have been addressed in the new ordinance that was approved in December.

Administrator Buchholtz reviewed the Code Corrections with the Commission. He noted the following corrections:

- 1. Repeal Section 153.052(A)(2).* This language requires a conditional use permit for any commercial use abutting a residential district in the City. Since performance standards were strengthened in the City's commercial districts, this language was intended to be removed from the Code. This language was stricken from Appendix D. This provision was missed.
- 2. Amend Section 153.060(E)(2) to increase allowable square footage of accessory structures.* This was discussed by the Planning Commission and was addressed in one set of redlines, but failed to make it into the final draft. This amendment would increase the maximum allowable size of an accessory building from 1,000 square feet to 1,200 square feet. The City was routinely granting variances for this larger size, so this change matches present City practice and should reduce the number of variances that will come before the Planning Commission in the future.
- 3. Amend Section 153.065(A) to reflect that standards apply to both commercial and industrial zoning districts.* This amendment is proposed as a clarification to the Code that was the result of the new name for the I-1 District from Commercial/Industrial to Light Industrial. The word "industrial" is added to the language to make it clear that this language applies to the I-1 District, as it always has.

4. *Amend Section 153.120(A)(4).* The language in this section, as it currently reads, is the opposite of the City's intent. The word not was inadvertently omitted from the first sentence. The first sentence should read "Used automobiles may not be sold accessory to businesses other than new car dealerships." A reading of the remainder of the section demonstrates the City's original intent.

5. *Repeal Section 153.201(D).* This language allows a church, library, community Center, hospital and other non-profit uses to be allowed as conditional uses in a zoning district for which it is not specifically allowed. The City Council had meant that this be repealed to protect the future integrity of the City's I-1, Light Industrial, zoning district.

Administrator Buchholtz reported that the City Council did not accept the recreational vehicle language that was proposed by staff and the Planning Commission in Section 153.065(B). He stated that the Council replaced that language with the language that was in the previous Code and asked that a workshop session be held to consider alternative language that would address Staff's concern. He stated the City Council, at its January 11 workshop session, came to consensus that recreational vehicles and trailers in the R-2 and R-3 districts owned by individuals other than the tenant would not be allowed. Staff has proposed language that aligns the Code with the City Council's consensus.

Chairperson Smith inquired if Police Chief Ebeltoft provided any discussion on the tenant parking and how it will be enforced. Administrator Buchholtz stated that Mr. Ebeltoft did not provide any comments. He stated that it will be the Code Enforcement Department that will follow up on complaints on the parking and will ask for the Police Department for cooperation.

Building Official commented that if ownership of boat and trailers become an issue, he will work with the building owner as he does not have access to tenant information.

Chairperson Smith inquired if the parking of recreational vehicles includes church parking lots. Administrator Buchholtz stated that the changes affects residential parking lots only and churches are classified under a different provision.

Commissioner Bernhagen inquired on how the 30 feet is measured and if the measurement includes boat and trailer together or separately. Building Official Brainerd stated that he step measures the length. He stated that the 30 feet length does include the trailer. Administrator Buchholtz informed the Commission that they can clarify the wording so that it states the length cannot exceed 30 feet including the boat and trailer. Commissioner Bernhagen felt the clarification necessary for enforcement.

Chairperson Smith called for additional public feedback. Hearing none, Chairperson Smith closed the public hearing at 7:21 PM.

MOTION MADE BY COMMISSIONER RAYMOND, SECONDED BY DIRCKS TO CLOSE THE PUBLIC HEARING. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

MOTION MADE BY COMMISSIONER EISCHENS , SECONDED BY RAYMOND, TO RECOMMEND THE CITY COUNCIL ADOPT ORDINANCE AMENDING CHAPTER 153 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO ZONING AS PRESENTED WITH THE EXCEPTION A OF CHANGE TO THE LANGUAGE TO INCLUDE BOATS AND

TRAILERS NOT EXCEEDING 30 FEET IN LENGTH. ROLL CALL VOTE: ALL AYES.
MOTION CARRIED.

7. Other

a. Administrator Reports

Administrator Buchholtz reported that staff has been updating the applications and forms to reflect the new zoning changes. He stated that once the ordinances are adopted and codified with the updated language, the Commission will be provided with updated Zoning Code pages for their books for reference.

Administrator Buchholtz stated that the Commission is one member short and the City is accepting applications for the open position. He stated that the City Council will be reviewing the applications received and an appointment to the Commission will come soon.

8. Adjourn

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

The meeting adjourned at 7:29 P.M.

ORDINANCE NO. 423

AN ORDINANCE AMENDING CHAPTER 153 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO ZONING

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

Section 1. Section 153.052(A)(2) is hereby repealed.

Section 2. Section 153.060(E)(2) is hereby amended as follows:

(2) The sum total of land occupied by all accessory buildings shall not exceed 40% of the area of the required rear yard, but in no case greater than ~~1,000~~ 1,200 square feet.

Section 3. Section 153.065(A) is hereby amended as follows:

(A) Materials, supplies, and merchandise. All materials, supplies, merchandise, or other similar matter not on display for direct sale, rental, or lease to the ultimate consumer or user shall be stored within a completely enclosed building within the commercial and industrial districts or within the confines of an opaque wall or fence not less than six feet high. Merchandise which is offered for sale as described above may be displayed beyond the confines of a building in the commercial and industrial districts, but the area occupied by the outdoor display shall not constitute a greater number of square feet than 10% of the ground floor area of the building housing the principal use, unless the merchandise is of a type customarily displayed outdoors such as garden supplies. No storage of any type shall be permitted within the required front or side street setback.

Section 4. Section 153.065(B)(2)(b) is hereby amended as follows:

(b) The following recreational vehicles, trailers and boats may be parked or stored on a lot in the R-1 district and may be parked or stored by a tenant only in the R-2 and R-3 districts, provided they are not used or occupied for living, sleeping, housekeeping or business purposes; and provided they are parked and stored so as to meet the following criteria:

(1) One recreational vehicle may be parked within the front yard setback provided that the vehicle may not be parked closer than five feet to the side yard property line except by variance granted pursuant to this code, and then only upon an approved driveway;

(2) Travel trailers, pickup coaches, motorized homes, and camping trailers, constructed as temporary dwellings for travel purposes, not exceeding 300 square feet; and

(3) Boats and trailers not exceeding 30 feet in length.

Section 5. Section 153.120(A)(4) is hereby amended as follows:

(4) Used automobiles may not be sold accessory to businesses other than new car dealerships. Outdoor vehicle display for used vehicles shall be limited to 30% of the total outdoor display area for a new car dealership. The display area shall be defined as the total number of parking spaces devoted to the sale of new vehicles only, not including the required off-street parking spaces needed for the public and employees.

Section 6. Section 153.201 is hereby amended as follows:

§ 153.201 CONDITIONAL USES.

Conditional use permits may be issued for any of the following:

(A) Any of the uses or purposes for which these permits are required or permitted by the provisions of this chapter;

(B) Public utility or public service uses or public building in any district when found to be necessary for the public health, safety, convenience or welfare;

(C) Commercial excavating of natural materials used for building or construction purposes, in any district; ~~or~~

~~———(D) To permit the location of any of the following uses in a district from which they are excluded by the provisions of this chapter: library, community center, church, hospital, any institution of educational, philanthropic or charitable nature, cemetery or mausoleum.~~

Section 7. Effective Date of Ordinance. This ordinance shall be effective from and after its final passage, approval and publication as provided by law.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this ____ day of _____, 2016.

APPROVED BY:

Cindy Hansen, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator/Clerk

RESOLUTION NO. 16-02

A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 423, AN ORDINANCE AMENDING CHAPTER 153 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO ZONING

WHEREAS, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 421 will clearly inform the public of the intent and effect of the Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park, Minnesota that the following summary of Ordinance No. 423 is approved for publication:

“On February 1, 2016, the City Council of the City of Spring Lake Park approved Ordinance No. 423, entitled ‘An Ordinance Amending Chapter 153 of the Spring Lake Park Code of Ordinance Relating to Zoning.’

The following is a summary of Ordinance No. 423, a copy of which is available in its entirety for review and/or photocopying during regular office hours at the City of Spring Lake Park, 1301 81st Avenue NE, Spring Lake Park, MN.

The ordinance repeals Section 153.052(A)(2) relating to requiring conditional uses for all commercial uses abutting residential districts; amends Section 153.060(E)(2) to increase the maximum size of accessory buildings from 1,000 to 1,200 square feet; clarifies that Section 153.065(A) applies to both commercial and industrial districts; amends parking regulations in the R-2 and R-3 zoning districts; restores the intent of Section 153.120(A)(4) stating that used automobiles may not be sold accessory to businesses other than new car dealerships; and strikes language in Section 153.201 that previously allowed assembly uses excluded from a particular zoning district to be permitted as a conditional use.”

The foregoing Resolution was moved for adoption by .

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

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 1st day of February, 2016.

APPROVED BY:

Cindy Hansen, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator



Stantec Consulting Services Inc.

2335 Highway 36 West

St. Paul MN 55113

Tel: (651) 636-4600

Fax: (651) 636-1311

January 25, 2016

Mr. Dan Buchholtz
City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432

Re: Substance Church CUP
Project No. 193802914
Letter of Credit Reduction

Dear Dan:

Substance Church has requested that the City consider a reduction in their financial surety covering the CSAH 35 Sidewalk and Turn Lane improvements. The surety was established to cover payments associated with the city administered public improvements.

A substantial amount of the work on the project has been completed. Some of the remaining items by the contractor included seeding, removal of silt fence, and punch-list work. Some of the remaining engineering items include record plan preparation and the close-out process for the wetland impact and watershed permits.

At this time, the financial surety could be reduced to \$53,500 based on the following:

Estimated remaining construction	\$28,500
Estimated remaining engineering	<u>\$14,300</u>
Subtotal	\$42,800
Plus 25 percent contingency	<u>\$10,700</u>
Total remaining surety amount	\$53,500

We agree with a reduction in the letter of credit for Substance Church. **If the City wishes to approve the surety reduction request, then approval should be granted to reduce the amount of the required surety to \$53,500.00.**

Feel free to contact us if you have any questions or require any additional information.

Regards,
STANTEC

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

Phil Gravel
City Engineer

MEMORANDUM

DATE: January 28, 2016

TO: Mayor and City Council

CC: Daniel Buchholtz, City Administrator

FROM: Wanda Brown, Recycling Coordinator

RE: Anoka County Agreement for Residential Recycling Program 2016 –
Select Committee on Recycling and the Environment (SCORE)

Attached are three copies of the 2016 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):	\$22,985.00
Monthly Drop-off Center:	\$10,000.00
Municipal Park/Community Event Recycling:	\$ 2,000.00
Multi-Unit/Curbside Recycling:	\$ 4,000.00
Organics Collection:	\$ 2,597.00
Recycling Enhancement Grant:	<u>\$ 2,597.00</u>
	\$44,179.00

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 \$44,179.00 for our recycling program this year.

I recommend approval of the agreement.

Attachment

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes that this is crucial for ensuring transparency and accountability in the organization's operations.

2. The second part of the document outlines the various methods and tools used to collect and analyze data. It highlights the need for a systematic approach to data collection and the importance of using reliable sources.

3. The third part of the document describes the process of identifying and measuring the key performance indicators (KPIs) that are most relevant to the organization's goals. It stresses the importance of setting clear, measurable targets and regularly monitoring progress.

4. The fourth part of the document discusses the challenges and limitations of the current data collection and analysis process. It identifies areas where the process is inefficient or prone to error and suggests potential solutions to improve the overall quality of the data.

5. The fifth part of the document provides a summary of the findings and conclusions of the study. It reiterates the importance of accurate data collection and analysis for informed decision-making and offers recommendations for future research and implementation.

6. The sixth part of the document discusses the implications of the findings for the organization's strategic planning and decision-making. It highlights the need for a data-driven approach to management and the importance of using the collected data to inform key decisions.

7. The seventh part of the document describes the process of implementing the recommended changes to the data collection and analysis process. It outlines the steps involved in developing a new system and the importance of ensuring that all staff are trained and familiar with the new procedures.

8. The eighth part of the document discusses the ongoing monitoring and evaluation of the new system. It emphasizes the need for regular reviews to ensure that the system is working effectively and to identify any areas for further improvement.

9. The ninth part of the document provides a final summary of the project and its outcomes. It highlights the success of the new system in improving the quality of the data and the overall efficiency of the organization's operations.

10. The tenth part of the document discusses the future of the organization's data collection and analysis efforts. It outlines the plans for ongoing research and development to ensure that the organization remains at the forefront of data-driven management.

11. The eleventh part of the document discusses the importance of data security and privacy in the context of the new system. It outlines the measures that will be taken to ensure that all data is protected and that the organization complies with relevant regulations.

12. The twelfth part of the document describes the process of training staff on the new system. It outlines the various training activities that will be undertaken to ensure that all staff are competent and confident in using the new tools and procedures.

13. The thirteenth part of the document discusses the role of the new system in the organization's overall performance. It highlights the ways in which the system will contribute to the achievement of the organization's strategic goals and the improvement of its financial position.

14. The fourteenth part of the document provides a final summary of the project and its outcomes. It reiterates the success of the new system in improving the quality of the data and the overall efficiency of the organization's operations.

15. The fifteenth part of the document discusses the future of the organization's data collection and analysis efforts. It outlines the plans for ongoing research and development to ensure that the organization remains at the forefront of data-driven management.

16. The sixteenth part of the document discusses the importance of data security and privacy in the context of the new system. It outlines the measures that will be taken to ensure that all data is protected and that the organization complies with relevant regulations.

17. The seventeenth part of the document describes the process of training staff on the new system. It outlines the various training activities that will be undertaken to ensure that all staff are competent and confident in using the new tools and procedures.

18. The eighteenth part of the document discusses the role of the new system in the organization's overall performance. It highlights the ways in which the system will contribute to the achievement of the organization's strategic goals and the improvement of its financial position.

19. The nineteenth part of the document provides a final summary of the project and its outcomes. It reiterates the success of the new system in improving the quality of the data and the overall efficiency of the organization's operations.

20. The twentieth part of the document discusses the future of the organization's data collection and analysis efforts. It outlines the plans for ongoing research and development to ensure that the organization remains at the forefront of data-driven management.

21. The twenty-first part of the document discusses the importance of data security and privacy in the context of the new system. It outlines the measures that will be taken to ensure that all data is protected and that the organization complies with relevant regulations.

22. The twenty-second part of the document describes the process of training staff on the new system. It outlines the various training activities that will be undertaken to ensure that all staff are competent and confident in using the new tools and procedures.

23. The twenty-third part of the document discusses the role of the new system in the organization's overall performance. It highlights the ways in which the system will contribute to the achievement of the organization's strategic goals and the improvement of its financial position.

24. The twenty-fourth part of the document provides a final summary of the project and its outcomes. It reiterates the success of the new system in improving the quality of the data and the overall efficiency of the organization's operations.

25. The twenty-fifth part of the document discusses the future of the organization's data collection and analysis efforts. It outlines the plans for ongoing research and development to ensure that the organization remains at the forefront of data-driven management.

2016 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM

THIS AGREEMENT made and entered into on the 1st day of January, 2016, 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, Anoka County will receive \$990,178 in funding from the State of Minnesota pursuant to Minn. Stat. § 115A.557 (hereinafter "SCORE funds") during 2016; and

WHEREAS, pursuant to legislation a portion of the SCORE funds must be used to encourage recycling of source-separated compostable materials, and Anoka County has determined that the minimum amount for this program is \$85,907; and

WHEREAS, Anoka County will also receive \$275,635.55 in funding pursuant to Minn. Stat. § 471.8441 (hereinafter "LRDG funds") during 2016; and

WHEREAS, Anoka County also has additional budgeted program funding available to supplement SCORE and LRDG funds for solid waste recycling programs, so that the total budget for the Residential Recycling Program is \$1,390,178; 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.
2. **TERM.** The term of this Agreement is from January 1, 2016 through December 31, 2016, 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 compostables, electronics, etc. Materials will be accepted at either a discounted rate or at no cost.
 - b. "Multi-unit households" means households within apartment complexes, condominiums, townhomes, mobile homes and senior housing complexes.

- c. "Opportunity to recycle" means providing recycling and curbside pickup or collection centers for recyclable materials as required by Minn. Stat. § 115A.552.
 - d. "Problem material" shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 24a.
 - e. "Public entity waste" as defined by Minn. Stat. § 115A.471 (b).
 - f. "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.
 - g. "Recyclable materials" means materials that are separated from mixed municipal solid waste for the purpose of recycling, including paper, glass, plastics, metals, fluorescent lamps, major appliances and vehicle batteries.
 - h. "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.
 - i. "Refuse derived fuel" (RDF) or other material that is destroyed by incineration is not a recyclable material.
 - j. "Source separated compostables" (commonly called "organics") shall have the meaning set forth in Minn. Stat. § 115A.03, Subd. 32a.
 - k. "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 603 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, such as paper (including cardboard/paperboard cartons), glass, plastic, metal and textiles.
 - ii. The recycling 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 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.
- 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 clean-up/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 clean-up/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 offs which can be held in conjunction with 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 Compostables/Organics 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.
5. **REPORTING.** The Municipality shall submit the following reports semi-annually to the County no later than July 20, 2016 and January 10, 2017:
- 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.

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 semiannually to the County for abatement activities no later than July 20, 2016 and January 10, 2017. Costs not billed by January 10, 2017 will 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 \$44,179.00. The project maximum for eligible expenses shall be computed as follows:
 - a. A base amount of \$10,000.00 for recycling activities only;

- b. \$5.00 per household for recycling activities only; 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 Drop-off events; Municipal Park Recycling; Community Event Recycling; Multi-unit Recycling; and Source Separated Compostables Collection;
- c. After considering the 2015 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.

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.
 - 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 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 (Select Committee on Recycling and the Environment)." 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.

The Remainder of this page left intentionally blank.

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

CITY OF SPRING LAKE PARK

COUNTY OF ANOKA

By: _____

By: _____

Name: _____

Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Title: _____

Date: _____

Date: _____

By: _____

By: _____
Municipality's Clerk

Jerry Soma
County Administrator

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

By: _____

By: _____

Kathryn M. Timm
Assistant County Attorney

Date: _____

Date: _____

2016 Total SCORE Allocation: \$ 990,178, LUDG \$ 275,636 - \$95,907 must be spent on organics
 Total funds available include carryover dollars from previous years, as well as unused budgeted contingency funds
 Population and Household Counts are based on 2014 Met Council Estimates
 Goals are based on 195 pounds/person/year single family home up to 4 units and 170 pounds/person/year multi-unit

2015 Total SCORE Allocation: \$ 990,778, LINDG \$ 275,636 - \$85,907 must be spent on organics
Total funds available include carryover dollars from previous years, as well as unused budgeted contingency funds
Population and Household Counts are based on 2014 Met Council Estimates
Goals are based on 195 pounds/person/year single family home up to 4 units and 170 pounds/person/year multi-unit 5 units or more

**2016 Municipal Funding Request
Attachment B**

The City of Spring Lake Park is requesting the following funding for their municipal efforts in 2016.

Grant Projects	Eligible Allocations	Amount Requested
Municipal Base Funding Allocation	\$22,985.00	\$22,985.00
Full Service Drop-off Center Allocation (Staffed or unstaffed)		
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.	\$2,597.00	\$ 2,597.00
Source-Separated Compostables/Organics Grant	\$2,597.00	\$ 2,597.00
Total Amount Eligible Being Requested for 2016	\$44,179.00	\$* 44,179.00

A description of the efforts being proposed for the General Enhancement Grants.

Organics at Tower Days Event w/ the possibility of doing a pilot project with 50 residents in a drop-off area at City Hall.

Special recycling day at our largest apartment complex during a busy move out time.

CHIMB Theatre at the elementary school for Earth Day

continue improving drop-off area at City Hall

The City of Spring Lake Park requests * 44,179.00 for 2016 Municipal Funding.

Date 1-28-16

Name Wanda Brown-McGueck

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.

2016 Municipal Funding Request Attachment C

The City or Town of Spring Lake Park is requesting the following funding for their municipal abatement efforts in 2016.

BASE FUNDING REQUESTED	Dollar Amount
Administration	
Recycling Coordinator	32,600.00
Other Staff	4,000.00
Office Supplies	125.00
Training/Mileage/Dues / Yearly Transfer	3,900.00
<i>Subtotal</i>	\$ 40,625.00 -

Curbside Collection	
Estimated Curbside Collection Contract Costs	84,000.00
Estimated Curbside Collection Revenue	
Difference that requires funding	
<i>Subtotal</i>	\$ 84,000.00 -

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

Promotion	
Printing	5,200.00
Postage	4,000.00
Advertising	2,000.00
Incentive products	
Contracted performances e.g. Climb, Tricia and the Toonies	2,560.00
<i>Subtotal</i>	\$ 13,760.00 -

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 Drop-off Events		
Equipment		
Service Providers/Collection Costs		8350.00
Labor - Staff/organizations		
Other - Advertising		1650.00
Special Monthly Enhancement Subtotal		\$ 10,000.00 -
Full Service Drop-off Center		
Equipment		
Service Providers/Collection Costs		
Labor - Staff/organizations		
Full Service Drop-off Enhancement Subtotal		\$ -
Park Recycling		
-- Recycling Containers	Price/container	
-- Recycling Bags		
Service Providers/Collection Costs		
Labor - Staff costs needed for collection		1765.00
Park Recycling Subtotal		\$ 1765.00 -
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		235.00
Event Recycling Subtotal		\$ 235.00 -
Special Curbside Recycling Pickups		
Collection Costs		2750.00
Subsidy to resident -- # of items collected x _____		
Special Curbside Subtotal		\$ 2750.00 -
Multi-Unit Recycling Outreach		
Equipment/Promotion		750.00
Staff costs		500.00
Multi-unit Enhancement Subtotal		\$ 1250.00 -
General Enhancement Costs - could be used for any eligible expense		
Promotion/Printing/Postage/Advertising		2597.00
General Intern Costs		
General Enhancement Subtotal		\$ 2597.00 -
Organics Collection Costs		
Equipment		
-- Organics Containers/Starter Kits	Price/container	500.00
-- Compostable Bags		500.00
-- Compostable Serving Ware - cups/bowls/utensils		
-- Container rental/month x		
Service Providers/Collection Costs		600.00
Labor - Staff/organizations # of hours		997.00
Organics Collection Subtotal		\$ 2597.00 -
TOTAL REQUESTED FUNDS		\$ 44179.00 -

Total cost of Program
is \$159579.00



City of Spring Lake Park

Engineer's Project Status Report

To: Council Members and Staff
From: Phil Gravel

Re: **Status Report for 2.1.16 Meeting**
File No.: R-18GEN

Note: Updated information is shown in *italics*.

2015 Sanitary Sewer Lining Project (193803135).

This project includes lining and wye grouting in the northeast corner of the city. *The Contractor, Visu-Sewer, has completed the final lining. Terry has reviewed the inspection televising tapes and determined which service wyes need to be grouted. Contractor payment will be processed at 2.1.16 meeting.*

2014-2015 Street Improvement Project (193801577).

The contractor, Valley Paving Inc., has punch-list work including seeding items and structure adjustments remaining. Final work will be completed in 2016.

CSAH 35 Turn Lanes and Sidewalk (193802914).

Construction is substantially complete. Punch-list inspection will be completed in the spring. *City can consider a reduction in the surety provided by the church.*

MS4 Permit (193802936).

Ongoing implementation items. *Will work on closing out existing site permits.*

Zoning Code Update (193803266).

City Council adopted on December 7th. *Work is complete.*

Lift Station No. 1 Equipment (pumps, generator, and control panel) (193802805).

Equipment suppliers continue work on their items. Generator has been delivered.

Lift Station No. 1 Reconstruction (193803115).

CenterPoint Energy has completed temporary pipe relocation to facilitate construction. Weather permitting; the contractor may begin construction this winter.

2016 Sanitary Sewer Lining Project (193803421).

Working on bid documents.

2016 Street Seal Coat Project (193803424).

Working on bid documents.

Other issues/projects.

Met with Emmanuel Christian Center regarding possible future site improvements.

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

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



NOTICE OF PUBLIC HEARING on
Urban Stormwater Remediation Cost-Share Requests
from Cities of Arden Hills, Columbia Heights,
Fridley, Roseville, and White Bear Township

PLEASE TAKE NOTICE that at its **regular board meeting on Wednesday, February 10, 2016 at 9:00 a.m.** in the Shoreview City Council Chambers, 4600 North Victoria Street, Shoreview, Minnesota, the Rice Creek Watershed District (RCWD) Board of Managers will receive public comment under Minnesota Statutes 103B.251 on the ordering of one or more of the following projects: City of Forest Lake – Clear Lake Pond Rehabilitation, City of Hugo – TYMCO Regenerative Air Sweeper, City of Mounds View – Lambert Avenue Storm Sewer Extension, City of Roseville – Rosedale Swirl Separator, University of Northwestern – Northeast Drive Reconstruction Project, White Bear Township – Barry Lane Detention Pond Restoration. The RCWD's share of cost for each funded project will not exceed \$50,000 and would be funded by general tax levy on real property within the watershed. The cost-share requests can be reviewed at www.ricecreek.org or at the District office, 4325 Pheasant Ridge Dr., #611, Blaine, MN 55449-4539. 763-398-3070



December 2015 Activity Report

Administration Budgets, succession plan, fun stuff, pension stuff, and cleaning! Our 2016 budgets are all set with the City of Blaine adopting both the capital and operating budgets this past month. Given their formula share (76%) it always comes down to what they do in the end.

The Capital Budget was adopted as proposed and included the second year money to complete and update the exterior of Station Four. Chief Retka has been working with the crew and the Architect on finalizing plans with bidding expected next month, construction in April or May and completion by the end of summer at the latest, probably much sooner. The Station will be partially out of service while they repair the concrete aprons and update the garage doors. Chief Retka is working on a plan to deal with that time frame.

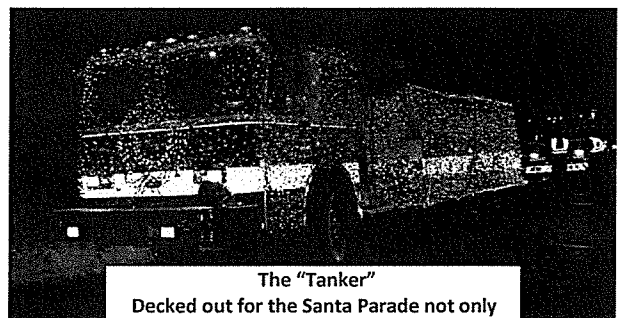
The Capital budget also included funds for another squad that will replace a current vehicle; funds to purchase a gear dryer for each of the stations and work towards a second washing machine for stations one and three; monies to update the computers in the driving simulator as well as our normal replacement and funds to start purchasing bunker gear every year. The last, along with the washers and dryers a part of the cancer prevention program.

The operating budget included very modest adjustments up and down based on historical costs but did contain funds to continue our market rate pay compensation plan. In total, the operating budget increased just over 4% with the reductions - MAC contract, Academy rental and Training Money. While our salaries are more competitive, there is still one year left on achieving the equity per the plan. Significant time was spent this month on the succession plan with the deadline for applications December 18. We received numerous calls and two visits from interested candidates. We also interviewed an assessment firm to assist with the process. The final count of applicants ended at twelve with three internal, four out of state, and five from Minnesota, all metro area. The out of state candidates are from Idaho, Wisconsin, Iowa and Missouri.

Our consultant spent an entire day meeting with the volunteer panel, full time panel, and fire board to simultaneously gather information and an understanding of what the organization was looking for and secondly to help assist and focus the panels with their questions.

All panel members have been scoring the applications to determine who will be invited to interview in the first round on January 30.

Under the fun stuff category, LOTS of stuff; Santa Parade in which we collected over 34,000 pounds of food – an ALL TIME RECORD! That same week, we collected 274 toys for Toys for Tots and delivered them to KARE 11 with about 22 of us appearing on the 10:00 PM news.



The "Tanker"
Decked out for the Santa Parade not only
lights but music could be heard

The next Tuesday about a dozen of us partnered with the Blaine Police on the Hero's and Helpers program where we shop with underprivileged kids from the area for Christmas gifts. Each child is given \$120 gift certificate to spend at Target (who provides the \$20) and we shop, wrap and then Target provides a nice little snack/meal for all of them. Always a blast!

On the pension, time was spent on two fronts; SBM plan moving to PERA and the State Auditors Working group on Volunteer Fire Relief Pensions.

The migration to PERA is complete, the funds have been transferred, the Special Fund checkbook will remain open until the end of January but all retiree checks are now being issued by PERA, our bylaws have been updated/changed and adopted and thus, everything is done with the lone exception of closing the checking account.

The Auditor's group, after several years of focusing on important but relatively minor changes, tackled some substantive changes this year, nothing that impacts SBM, especially given our migration; but in the bigger picture, important changes for the future of volunteers and the volunteer fire service.

As I passed the 4 months, 4 days, 4 hours, 4 minutes and 4 seconds threshold to retirement, decided it was time to start cleaning and organizing. Thinking I may have left it too long!

Personnel

Fire Life Safety Educator Becky Booker and Station Three Firefighter Brian Pevito remain out on medical leaves. Station Three Firefighter Mike Schaaf has returned from his personal leave. Our new recruits have all responded to a working fire and the next group has started their Emergency Medical training.

RETIREE NEWS: License Plates – Retirees, the legislature passed a law providing for vanity plates for retired firefighters. If you are interested, let Chief Zikmund know as I will provide the required letter that you then take to the DMV with your application to get the plates.

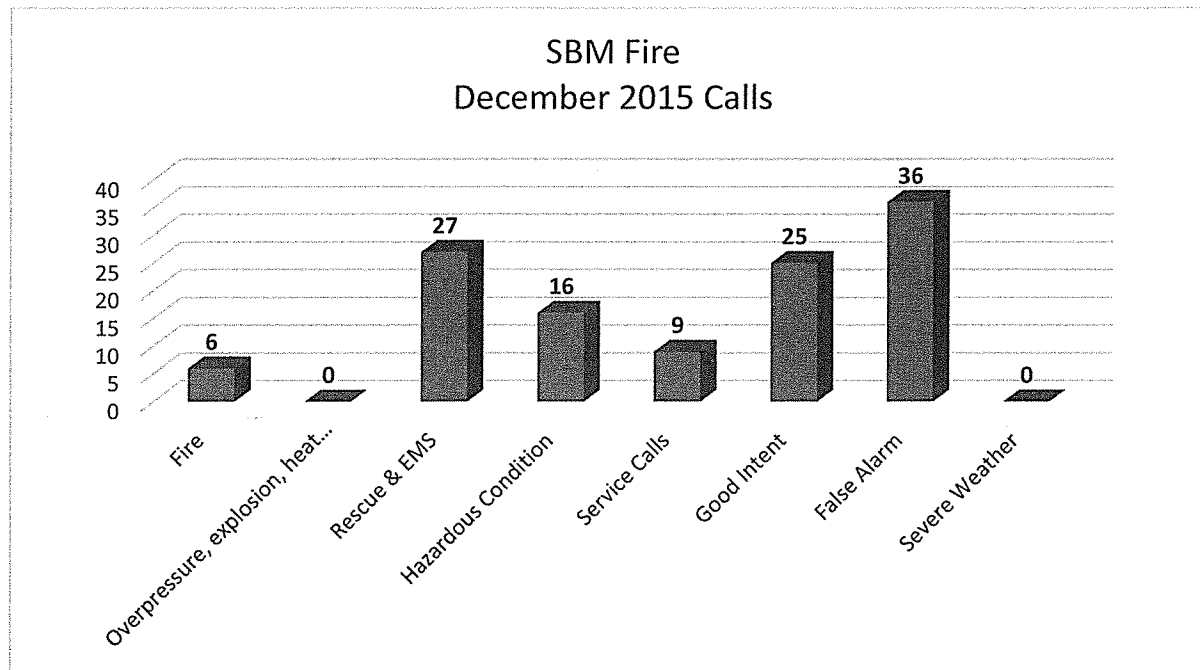
Axe Plaques – If you did not get a wood plaque to mount your axe on, and you want one. Call the office and let Dan Anderson know. Please advise dark wood or light wood, we are using Oak, Alder and Soft Maple and hope to have them done in time for the Awards Dinner.

Had my traditional lunch with Jan and Katherine who are doing extremely well. Jan reports Wally is similarly doing great and they are looking forward to numerous family events in 2016.

Bob Nelson and Wes Cox stopped by and both looked great. Wes will be 90 next year. Called and chatted with Francis Doll who will be 88 next year. He said he is moving slow and taking it easy! He was in great spirits and had a wonderful Christmas Holiday.

Heard from Bob, that Jack Mahaffey had some additional health issues and called to check up on him as well. Jack will be 78 next year, has been diagnosed with a very rare (1 in 250 million) form of Cancer and is under treatment now. He is not in any pain or limited and he is as feisty as ever.

Serious and Unusual



In December we had a total of 119 calls that we responded to. Three of the calls were building fires, another cooking related fire and a car fire. Twenty seven of our calls in December were medically related, heart attacks, accidents etc. Sixty one of our calls were good intent or false alarm calls.

Santa Fire Our Santa parade this year was November 30 thru December 3, and for the third straight year we had a structure fire during the parade. This one happened on December 1 at a townhome in central Blaine. This was a four unit complex and luckily the fire was contained to the unit of origin. The fire was believed to have started with an electric range that had been accidentally turned on with things left on top of the burners.

Extrication Needed Station One was called to a personal injury accident involving a garbage truck and a passenger car with people trapped in the car in Spring Lake Park. Chief 7 was in command and directed the crew from Engine 1 to extricate the driver and the crew of Rescue 10 extricate the passenger. Both patients were in critical condition and were rushed to the hospital with firefighters riding along. While the end results are unknown to us (we rarely find out how patients do), we know they made it to the hospital.

Community Risk Reduction

Code Enforcement Blaine hired a Rental License Clerk, Jodi Campbell. She started on December 21. Jodi had worked half time at Blaine Public Works and in Utility Billing.

Fire Corps has provided assistance with photos, assisted with drill, and rehabilitation. Some of the other activities include the following: Friends and Family CPR, assistance with the Santa parade, Hero's and Helper shopping day, stuffing safety bags, checking child safety seats. Chief Forster and Training Officer

Martin utilized fire corps for data entry. Mechanic Vacco utilized a Fire Corps member to assist with parts pick up, vehicle shuffling, and work order filing.

Investigations

- The 94th Avenue townhouse fire December 1 was caused by a box on top of a stove which was turned on accidentally.
- The 5th Street garage fire on December 2 was caused by improperly disposed cigarette ashes.
- On December 19th, the fire on 6th Place is undetermined.

Public Fire and Life Safety Education

There were 36 education/public relations events in December. There was a fantastic turn out for the Santa Parades with a record amount of food collected. The majority of the education activities that took place were child safety seats and home surveys (16 scheduled).

Notable results from the home surveys conducted:

- Two new recruits had home surveys in their homes.
- One home was found with no working smoke alarms.

As an extension of the food collection during the parades, the day crew visits senior facilities to collect food and visit residents on Tuesday morning. Fun was had by all who participated.

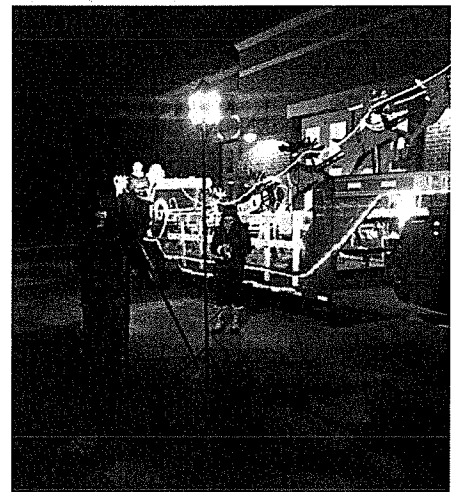
Blaine Courts donated over \$600 to the Toys for Tots program.



Training It is hard to believe another year is coming to an end, as in the past it has been another "interesting" year.

The annual Santa parade was held the first week of the month.

The month started with emergency medical training, the topic was the respiratory system. Jennifer (Allina) began with a brief refresher on the protocols fire department responders are expected to operate under.



Crews then rotated thru two separate evolutions that allowed for crew to work on airway management.

Week three, guest speaker Dr. Gasaway, presented "Firefighter Situational Awareness" for the night crew. The night crew received an overview of the program which focuses on the leading barriers to situational awareness and includes recommendations for how to improve decision making in high-risk, high consequence environments. While the program is focused predominately on decision making and situational awareness at residential dwelling fires, other domains are discussed and the lessons are truly universal, several free online resources were also shared.

Firefighter Rud led the day training, the day crew reviewed pumping, discussing some of the differences and issues that can be found when using the various Engines. Crews were also given the opportunity to practice pumping while drafting.

Our final drill of the year, as in the recent past, was set aside for review. The format for this drill allows for thoughts, comments and questions about the training content from the current and past year along with a look at the next year schedule of drills.

The drill ended with the giveaway of "Door Prizes". Thanks to our many donations this year, we gave away a record number of prizes.

Additional Trainings this month included:

Six internal sessions of Drive Sim

Three internal Command Sim sessions

Combined training with the fulltime and city responders covering four gas monitors



Early Childhood

SPRING LAKE PARK SCHOOLS

High expectations. High achievement for all. No excuses.

January 14, 2016

Dear Administrator Buchholtz,

Kids love trucks! So, the Early Childhood program of Spring Lake Park School District will be hosting a **VEHICLE FAIR** on **Saturday, April 30, 2016** from 10:00-11:30 a.m. This free, special event is for everyone, especially families with young children. It will be held in the high school parking lot at the corner of 81st Ave. NE and Able St. NE in Spring Lake Park. The event will go on rain or shine!

We would like to extend an invitation to the city of Spring Lake Park to join us on that day by bringing any vehicles you may have over for the children to inspect and possibly climb in (if appropriate). Please try to arrive by 9:30 a.m., so we can get all vehicles set up before the families arrive. Some young children may be frightened by loud horns or sirens. If there is any way you can muffle these sounds, please do so.

Please email or call me if possible to let me know that you have received this invitation and whether or not someone from your department will be able to participate. Also, feel free to contact me with any questions you may have. Thank you very much!

Sincerely,

Barb Saunders

Barb Saunders

ECFE Parent Educator-Spring Lake Park Schools

7925 Able St. NE

Spring Lake Park, MN 55432

Phone: 763-600-5938

Email: bsaund@district16.org

P.S. I did also email Police Chief Ebeltoft and Director Randall about our upcoming VEHICLE FAIR.

Thank you

Daniel-

Thank you so much for accepting my request in presenting Stepping Stone this week Monday. It was a true privilege to introduce you and the rest of the council to homelessness in Anoka County. Please be in touch if there's ever a time you or the rest of the council would ever like to visit.

Julia