

CITY OF SPRING LAKE PARK
1301 81ST AVENUE N.E.
AGENDA
JANUARY 5, 2015 @7:00 P.M.

1. CALL TO ORDER
2. OATHS OF OFFICE
MAYOR HANSEN
COUNCILMEMBER MASON
COUNCILMEMBER WENDLING
3. ROLL CALL
4. PLEDGE OF ALLEGIANCE
5. ADDITIONS OR CORRECTIONS TO AGENDA
6. DISCUSSION FROM THE FLOOR
7. **CONSENT AGENDA:**
 - A. Approval of Minutes – December 15, 2014
 - B. Extended Travel Conference Request
 - C. Pay Equity Report Submittal
 - D. Contractor’s Licenses
 - E. Sign Permit
 - F. Correspondence
8. PUBLIC WORKS REPORT
9. CODE ENFORCEMENT REPORT
10. PUBLIC HEARING
 - A. Public Hearing on Franchise Fee Ordinances
11. RESOLUTIONS AND/OR ORDINANCES
 - A. Ordinances to Adopt Franchises and Franchise Fees for Electric and Gas Utilities
 - B. Ordinance Amendment – Cable Television Franchise
 - C. Resolution Conditionally Granting the Consent to the Transfer of Control of the Cable Television Franchise and Cable Television System from Comcast Corporate to Greatland Connections, Inc.
12. NEW BUSINESS:
 - A. 2015 Appointments
 - B. Authorization to Replace Plumbing at Cemstone Building
 - C. Request to Purchase Pressure Washer for Public Works Building
13. ENGINEER’S REPORT
14. ATTORNEY’S REPORT
15. REPORTS
16. OTHER
 - A. Administrator Reports
 - B. City Hall Closed – January 19, 2015 for Martin Luther King Jr. Holiday
17. ADJOURN

NEXT CITY COUNCIL MEETING – TUESDAY, JANUARY 20, 2015 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.



OATH OF OFFICE

State of Minnesota)
) SS
Counties of Anoka and Ramsey)

*I, **Cindy Hansen**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will discharge faithfully the duties of the office of **Mayor** of the City of Spring Lake Park in the Counties of Anoka and Ramsey, the State of Minnesota, to the best of my judgment and ability.*

Signature

Subscribed and sworn to before me this 5th day of January, 2015.

Daniel R. Buchholtz, MMC
Administrator, Clerk/Treasurer



OATH OF OFFICE

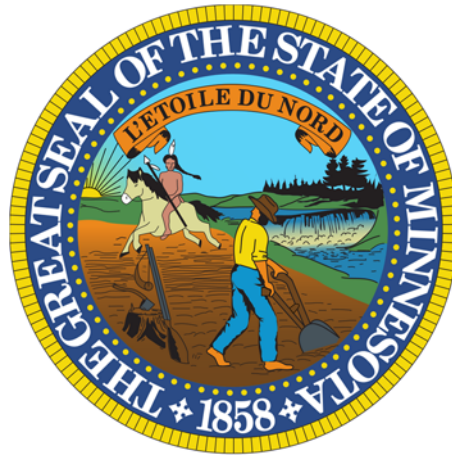
State of Minnesota)
) SS
Counties of Anoka and Ramsey)

*I, **Jeanne Mason**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will discharge faithfully the duties of the office of **Councilmember** of the City of Spring Lake Park in the Counties of Anoka and Ramsey, the State of Minnesota, to the best of my judgment and ability.*

Signature

Subscribed and sworn to before me this 5th day of January, 2015.

Daniel R. Buchholtz, MMC
Administrator, Clerk/Treasurer



OATH OF OFFICE

State of Minnesota)
) SS
Counties of Anoka and Ramsey)

*I, **Ken Wendling**, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Minnesota, and that I will discharge faithfully the duties of the office of **Councilmember** of the City of Spring Lake Park in the Counties of Anoka and Ramsey, the State of Minnesota, to the best of my judgment and ability.*

Signature

Subscribed and sworn to before me this 5th day of January, 2015.

Daniel R. Buchholtz, MMC
Administrator, Clerk/Treasurer

OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council was held on December 15, 2014 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 and Mayor Hansen

Member Absent: Councilmember Raymond and Nash

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

Visitors: Ken Wendling, 547 81st Avenue NE
Braden Thompson, 8391 Fillmore Street NE
Olivia Alveshere, ABC Newspaper

3. Pledge of Allegiance

4. Additions or Corrections to Agenda - None

5. Consent Agenda

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – November 10, 2014 (Election Canvassing Results Meeting)
- B. Approval of Minutes – December 1, 2014
- C. Disbursements:
 - 1. General Fund Disbursement Claim No. 14-21 -- \$326,527.09
 - 2. Liquor Fund Disbursement Claim No. 14-22 -- \$181,111.26
- D. Budget to Date/Statement of Fund Balance– November 2014
- E. Invoice for 4th Quarter Property Tax Assessment – Ken Tolzmann - \$8,817.50
- F. North Metro Mayors Association Annual Membership Invoice
- G. Code Enforcement Annual Memberships
- H. Contractor's Licenses
- I. Correspondence

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

6. Discussion From The Floor -None

7. Police Report

Police Chief Ebeltoft reviewed the November 2014 department statistics.

Chief Ebeltoft stated that the Police Department responded to four hundred and twelve calls for service in 2014 compared to three hundred and seventy calls for service in November 2013. He stated that the Police Department issued one hundred and five citations in November compared to three hundred and twelve citations in November 2013.

Chief Ebeltoft reported that Investigator Baker reports handling eighty-six cases for the month of November 2014. He stated that forty-five of these cases were felony in nature, twenty-three of the cases were gross misdemeanor in nature and eighteen of the cases were misdemeanor in nature.

Chief Ebeltoft reported that in addition to addressing the day-to-day operations of the Department he attended numerous meetings, including the Public Safety Data System-Maintenance and Management Committee meetings; the Governance Committee meeting; a meeting with Chris Hart, representative of "Action Target"; a meeting with Steve Berry, representative of "Motion Tablets"; a monthly meeting of the Anoka County Chiefs of Police and a Beyond the Yellow Ribbon meeting at Kraus-Hartig VFW.

8. Parks and Recreation Report

Parks and Recreation Director Rygwall reported that planning for the 2015 Tower Days has begun. She reported that the new recreation brochure will be mailed to residents soon and this will be the last joint publication with the Spring Lake Park School District. She stated that future brochures would be published by the City on a regular basis.

Ms. Rygwall reported that the Family Turkey Shoot had 116 participants and 105 pounds of food was collected for SACA. She reported that this will be the last year that the event will be held at the high school and a new location is being researched. She reported that staff has been busy implementing online registration for classes and all classes offered in January are available for online registration.

9. Ordinances and Resolutions

A. Resolution 14-39 Adopting Final 2014 Taxes Collectable in 2015

MOTION MADE BY COUNCILMEMBER MASON TO APPROVE RESOLUTION 14-39 ADOPTING FINAL 2014 TAXES COLLECTABLE IN 2015. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Ordinance 403 Amending the Spring Lake Park Fee Schedule

Administrator Buchholtz presented the 2015 Fee Schedule for the City Council adoption. He highlighted the changes between the 2014 and 2015 fee schedules, including: 1) bring fees in conformance with the ordinance amendment which was approved in 2013 for an excess alarm fee for Police calls per year; 2) bring fees in conformance with the ordinance amendment which was approved in 2013 for excess alarm fee for Fire calls per year; 3) create a new scanning fee to incentivize property owners, builders and developers to provide digital copies of full-size plans; and 4) increase the recycling fee \$.60/quarter to cover higher recycling costs from Waste Management, per the City's recycling contract.

MOTION MADE BY COUNCILMEMBER MASON TO APPROVE ORDINANCE 403, ADOPTING 2015 FEE SCHEDULE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Interim Ordinance Adopting Development Moratorium

Administrator Buchholtz reported that the City Council has expressed its desire to update its official controls (Zoning Ordinance). He stated that this process is anticipated to take approximately eight months to complete and with the economy improving, it is reasonable to expect that the City could receive commercial/industrial development applications during that time.

Administrator Buchholtz reported that to ensure that the outcome of future development matches the vision of the City Council, the City Council directed staff to draft an interim ordinance establishing a one-year development moratorium within the commercial and industrial zoned properties of Spring Lake Park. He stated that this interim ordinance is authorized by Minnesota Statutes §462.355, subd.4. He reported that the interim ordinance would provide the City Council with flexibility to except certain properties from the interim ordinance upon a finding that development of such property will be in conformity with existing or future zoning controls. Administrator Buchholtz explained that one such project specifically listed as an exception is the medical clinic that is proposed by the North Suburban Hospital District to be constructed at 525 Osborne Road.

Administrator stated that the ordinance will be effective upon the passage and publication.

MOTION BY COUNCILMEMBER NELSON TO APPROVE ORDINANCE 404, INTERIM ORDINANCE ADOPTING DEVELOPMENT MORATORIUM. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

10. New Business

A. Approval of 2015 Budget

Administrator Buchholtz presented the 2015 Budget to the City Council for approval and summarized points from the Truth in Taxation hearing. He stated that the proposed budget for the City of Spring Lake Park is \$3,706,873, an increase of 2.3% from 2014 which is primarily due to employee wages, increased fire protection costs, implementation of the Public Safety Data System and increased utility costs.

Administrator Buchholtz stated that the 2014 payable property tax levy is \$2,825,846, an increase of 2.72% from 2014 which is primarily due to intergovernmental revenue, permit and license fees, charges for services, miscellaneous revenues and interfund transfers cover the remaining portion of the budget.

MOTION MADE BY MAYOR HANSEN TO APPROVE 2015 BUDGET. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Approval of Anoka County Fire Protection Council Joint Powers Agreement

Fire Chief Zikmund presented to the City Council a Joint Powers Agreement to create the Anoka County Fire Protection Council.

Chief Zikmund reported that the Anoka County Fire Protection Council (ACFPC), as it currently exists, has no legal standing. He reported that SBM Fire Department has been acting as the fiscal agent for ACFPC to manage funds received from dues, the Anoka County Fire Academy and the Juvenile Intervention Program. He stated

that with the purchase of FDM software (records management), the vision of the Council to expand the Fire Academy to Fire Departments outside of Anoka County, and the need to share additional services across fire departments, it was determined that creation of a legal entity would be beneficial.

Chief Zikmund reported that the joint powers agreement will create an organization very similar to the Joint Law Enforcement Council that the City participates. He reported that City Attorney Carson has reviewed the agreement and found it to be in the best interest of the City of Spring Lake Park.

Chief Zikmund stated that by signing the agreement, countywide communications and records will be available and the ACFPC will be able to obtain insurance coverage to offer more classes.

MOTION MADE BY COUNCILMEMBER MASON TO APPROVE ANOKA COUNTY FIRE PROTECTION COUNCIL JOINT POWERS AGREEMENT. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Select Consultant for Zoning Ordinance Update

Administrator Buchholtz reported that City Council authorized staff to issue a Request for Proposal to qualified individuals/firms to conduct an update of the City's zoning ordinance. He stated the bulk of the zoning ordinance was adopted in 1976 and while there have been updates throughout the years; the ordinance is out of date and ill-suited to ensure the highest quality development possible.

Administrator Buchholtz stated that the City received eight proposals from the following firms: 1) Loucks Associates; 2) MSA Professional Services; 3) WSB & Associates; 4) Weber Community Planning; 5) TKDA; 6) Northwest Associated Consultants, Inc.; 7) I+S Group; and 8) Graydon Land Use.

Administrator Buchholtz reported that a committee made up of Planning and Zoning Commissioner Lisa Dircks; Councilmember Bill Nash and himself scored the proposals and selected three finalists for interviews. The three finalists were Loucks Associates, MSA Professional Services and Weber Community Planning. He stated that the committee interviewed the three firms and after discussion of each firm's presentation, qualifications and proposed price for the work, the committee recommends Loucks Associates for the work.

Administrator Buchholtz stated that Tina Goodroad, AICP, Director of Planning for Loucks Associates, is the lead planner on the project and the committee feels she brings an enthusiasm for the project, a wealth of experience developing zoning ordinances and strong understanding of the challenges a Zoning Administrator faces in implementing the ordinance.

Administrator Buchholtz stated the estimated fee for the zoning ordinance update is \$14,800, which includes work on the two alternates. He stated the City has budgeted \$15,000 in the 2015 General Fund budget for the work and the zoning ordinance update is anticipated to be completed by August 2015.

MOTION MADE BY MAYOR HANSEN TO APPROVE CONSULTANT LOUCKS ASSOCIATES FOR ZONING ORDINANCE UPDATE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Engineer's Report

Engineer Gravel reported that bids for the lift station equipment will be received on January 5, 2015 and stated that MnDOT has given verbal commitment to approving the site permit application.

12. Attorney's Report – None

13. Other

A. Administrator Reports

Administrator Buchholz reported that Green Lights Recycling will be collecting Christmas lights at City Hall at no charge to residents. He stated that residents can drop off used Christmas lights from 8 AM-5 PM Monday through Friday.

Administrator Buchholtz reported that a third City newsletter will be added to include the Parks and Recreation classes since this is the last joint publication with the School District. He stated that the additional newsletter was budgeted for in the 2015 Budget.

14. Adjourn

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

The meeting was adjourned at 7:35 P.M.

Cindy Hansen, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

MEMO

TO: MAYOR AND COUNCIL
FROM: MARIAN RYGWALL, PARKS & RECREATION DIRECTOR
SUBJECT: EXTENDED TRAVEL CONFERENCE
DATE: 12/30/2014

I received an invitation from Select Travel for our tour manger to attend their winter conference in Nashville. The conference is an opportunity for delegates to network with travel industry representatives and build relationships. I would like to send Kay Okey to this conference as she will be our new extended trip coordinator. This conference will provide new ideas for her to better serve our residents.

The conference runs from February 8-10 with two all-expense paid days added on for touring the Tennessee area Feb 11-12. The regular conference fee is \$295. However, we are being given the rate of \$195 for the conference with the addition of complimentary lodging since we have established ourselves as a reputable tour group. The only other cost will be airfare which is running approximately \$393. The cost of the conference fee and air travel will come from the Recreation Fund reflecting no cost to the taxpayer.

Please let me know if you have any questions.

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR
SUBJECT: PAY EQUITY SUBMITTAL
DATE: DECEMBER 30, 2014

In 1984, the Minnesota Legislature passed a bill extending pay equity to local governments in the State. The law requires each local government to analyze its pay structure for evidence of inequities and to report this information to the Minnesota Department of Management and Budget. The City is required to file a pay equity implementation report every three years.

The City's pay structure was developed by a consultant in 1999 and implemented in 2000. The schedule has been adjusted annually for cost of living increases as well as position reclassifications.

The pay equity implementation report is attached for the Council's approval. Once approved, the report will be submitted to the Minnesota Department of Management and Budget.

Minnesota Pay Equity Management System - Spring Lake Park(15-No Submission)

[Home](#)

[Utilities](#) [Go To](#)

[Log Out](#)

Pay Equity Implementation Form

Information entered on this page is not saved until you click "sign and submit." This page may be printed and shared with your governing body for approval. After you receive approval, you will need to come back to this page, complete the necessary information, then click "sign and submit."

Part A: Jurisdiction Identification

Jurisdiction: Spring Lake Park

1301 - 81st Avenue N.E.

Spring Lake Park

Jurisdiction Type: CITY - City

Contact:	Name	Title	Phone	Email
	Daniel R. Buchholtz	City Administrator	763-792-7211	dbuchholtz@slpmn.org

Part B: Official Verification

1. The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system used was:

State Job Match ▼

Describe:(*less than 240 characters)

3. An official notice has been posted at:

City Hall Breakroom
(prominent location) (*less than 60 characters)

informing employees that the Pay equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

City Council, City of Spring Lake Park
(governing body) (*less than 60 characters)

Cindy Hansen
(chief elected official)(*less than 60 characters)

Mayor
(title) (*less than 60 characters)

2. Health Insurance benefits for male and female classes of comparable value have been evaluated and

There is no difference ▼ and female classes are not at a disadvantage.

Checking this box indicates the following:

- signature of chief elected official
- approval by governing body
- all information is complete and accurate, and
- all employees over which the jurisdiction has final budgetary

Part C: Total Payroll

\$ 2,578,896 is the annual payroll for the calendar year just ended December 31.

Compliance Report

Jurisdiction: Spring Lake Park
1301 - 81st Avenue N.E.

Report Year: 2015
Case: 2 - 2014 DATA (Shared (Jur and MMB))

Spring Lake Park MN 55432

Contact: Daniel R. Buchholtz

Phone: (763) 792-7211

E-Mail: dbuchholtz@slpmn.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	9	9	2	20
# Employees	20	11	9	40
Avg. Max Monthly Pay per employee	5,807.20	4,501.54		4,780.92

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 200.00 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	5	7
b. # Below Predicted Pay	4	2
c. TOTAL	9	9
d. % Below Predicted Pay (b divided by c = d)	44.44	22.22

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 29	Value of T = -5.377
------------------------------	---------------------

a. Avg. diff. in pay from predicted pay for male jobs = (\$19)

b. Avg. diff. in pay from predicted pay for female jobs = \$692

III. SALARY RANGE TEST = 85.19 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 5.11

B. Avg. # of years to max salary for female jobs = 6.00

IV. EXCEPTIONAL SERVICE PAY TEST = 0.00 (Result is B divided by A)

A. % of male classes receiving ESP 22.22 *

B. % of female classes receiving ESP 0.00

*(If 20% or less, test result will be 0.00)

Job Class Data Entry Verification List

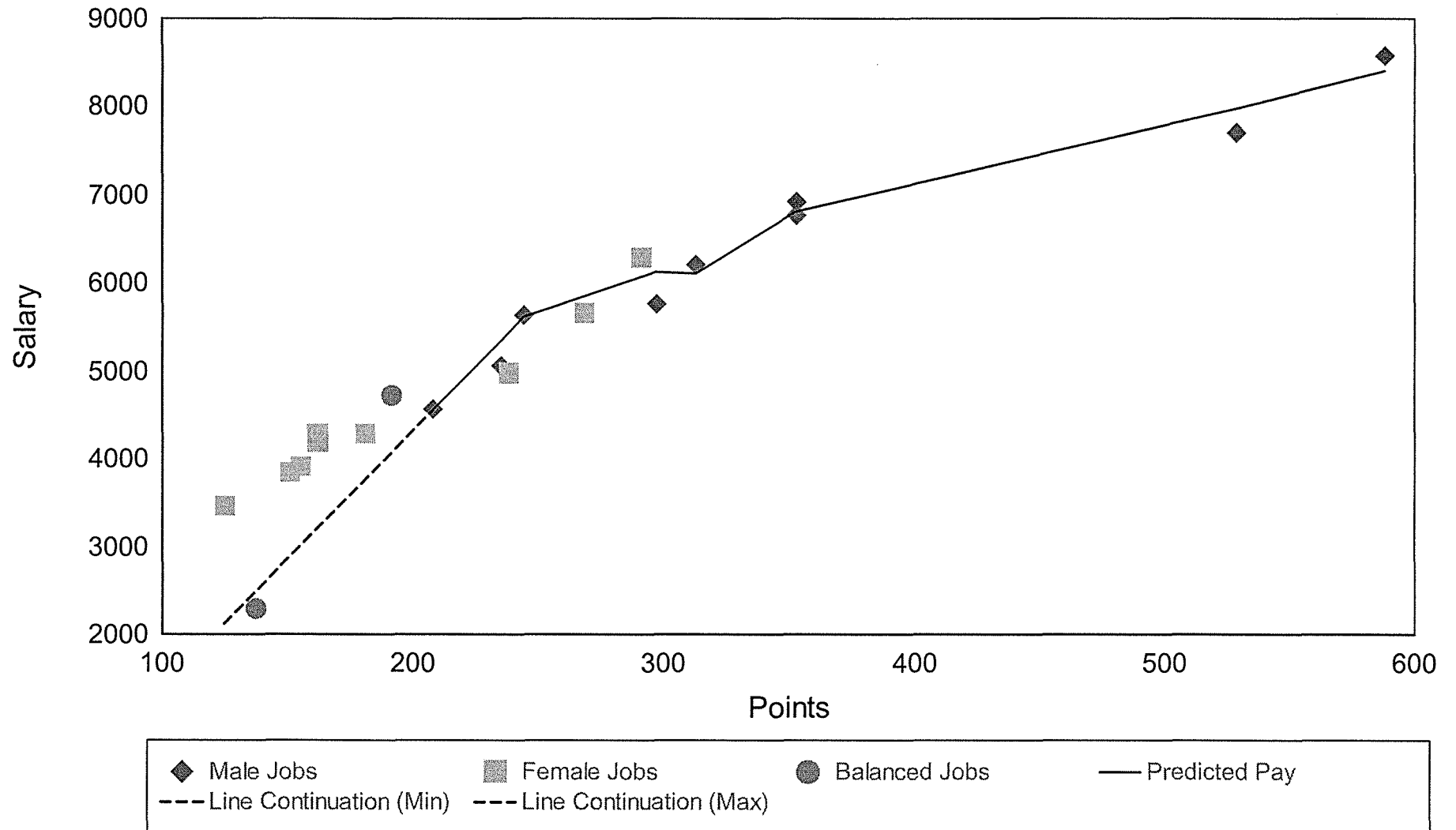
Case: 2014 DATA

Job Nbr	Class Title	Nbr Males	Nbr Females	Class Type	Jobs Points	Min Mo Salary	Max Mo Salary	Yrs to Max Salary	Yrs of Service	Exceptional Service Pay
1	Receptionist/Typist	0	1	F	125	\$2,707.10	\$3,470.64	6.00	0.00	
2	PT Clerk/Stock	5	2	B	137	\$1,738.53	\$2,301.86	0.00	0.00	
4	Accounting Clerk-Utilities	0	1	F	151	\$3,002.92	\$3,849.90	6.00	0.00	
5	Recycling/Spec. Projects C	0	1	F	155	\$3,049.29	\$3,909.34	6.00	0.00	
7	Rec. Mgmt./Serv. Technici	0	3	F	162	\$3,349.90	\$4,294.74	6.00	0.00	
8	Asst. Liquor Store Manage	0	1	F	162	\$3,262.97	\$4,183.30	6.00	0.00	
9	Executive Assistant	0	1	F	181	\$3,349.90	\$4,294.74	6.00	0.00	
11	Recreation Program Coorc	1	1	B	191	\$3,690.48	\$4,731.39	6.00	0.00	
12	Public Works Maintenance	5	0	M	208	\$4,114.93	\$4,572.33	3.00	0.00	
13	Public Works Lead Person	1	0	M	235	\$4,562.13	\$5,068.27	3.00	0.00	
14	Accountant	0	1	F	238	\$3,887.27	\$4,983.68	6.00	0.00	
15	Patrol Officer	6	1	M	244	\$4,474.94	\$5,641.74	5.00	0.00	Longevity
16	Liquor Store Manager	0	1	F	268	\$4,411.52	\$5,655.79	6.00	0.00	
17	Parks & Recreation Directr	0	1	F	291	\$4,902.52	\$6,285.28	6.00	0.00	
18	Police Investigator	1	0	M	297	\$4,599.94	\$5,766.74	5.00	0.00	Longevity
19	Building Offical	1	0	M	313	\$4,843.35	\$6,209.42	6.00	0.00	
20	Police Sergeants	2	0	M	353	\$5,281.50	\$6,771.16	6.00	0.00	
21	Public Works Director	1	0	M	353	\$5,400.88	\$6,924.21	6.00	0.00	
23	Police Chief	1	0	M	529	\$6,006.77	\$7,700.99	6.00	0.00	
24	City Administrator	1	0	M	588	\$6,690.94	\$8,578.13	6.00	0.00	

Job Number Count: 20

Predicted Pay Report for Spring Lake Park
Case : 2014 DATA

12/29/2014



Predicted Pay Report for Spring Lake Park
Case : 2014 DATA

12/29/2014

Job Nbr	Job Title	Nbr Males	Nbr Females	Total Nbr	Job Type	Job Points	Max Mo Salary	Predicted Pay	Pay Difference
1	Receptionist/Typist	0	1	1	Female	125	\$3,470.64	\$2,129.68	\$1,340.96
2	PT Clerk/Stock	5	2	7	Balanced	137	\$2,301.86	\$2,480.60	(\$178.74)
4	Accounting Clerk-Utilities	0	1	1	Female	151	\$3,849.90	\$2,890.45	\$959.45
5	Recycling/Spec. Projects Coord	0	1	1	Female	155	\$3,909.34	\$3,006.97	\$902.37
7	Rec. Mgmt./Serv. Technicians	0	3	3	Female	162	\$4,294.74	\$3,212.24	\$1,082.50
8	Asst. Liquor Store Manager	0	1	1	Female	162	\$4,183.30	\$3,212.24	\$971.06
9	Executive Assistant	0	1	1	Female	181	\$4,294.74	\$3,768.42	\$526.32
11	Recreation Program Coord.	1	1	2	Balanced	191	\$4,731.39	\$4,060.40	\$670.99
12	Public Works Maintenance	5	0	5	Male	208	\$4,572.33	\$4,558.32	\$14.01
13	Public Works Lead Person	1	0	1	Male	235	\$5,068.27	\$5,348.22	(\$279.95)
14	Accountant	0	1	1	Female	238	\$4,983.68	\$5,436.29	(\$452.61)
15	Patrol Officer	6	1	7	Male	244	\$5,641.74	\$5,611.75	\$29.99
16	Liquor Store Manager	0	1	1	Female	268	\$5,655.79	\$5,752.60	(\$96.81)
17	Parks & Recreation Director	0	1	1	Female	291	\$6,285.28	\$6,068.31	\$216.97
18	Police Investigator	1	0	1	Male	297	\$5,766.74	\$6,134.41	(\$367.67)
19	Building Official	1	0	1	Male	313	\$6,209.42	\$6,117.59	\$91.83
20	Police Sergeants	2	0	2	Male	353	\$6,771.16	\$6,822.18	(\$51.02)
21	Public Works Director	1	0	1	Male	353	\$6,924.21	\$6,822.18	\$102.03
23	Police Chief	1	0	1	Male	529	\$7,700.99	\$7,980.82	(\$279.83)
24	City Administrator	1	0	1	Male	588	\$8,578.13	\$8,405.48	\$172.65

Job Number Count: 20

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

Contractor Licenses

January 5, 2015

Mechanical Contractor

Cities Companies

Delano, MN

River City Sheet Metal

Fridley, MN

Plumbing Contractor

Josh's Pro Plumbing, LLC

Blaine, MN

2015-2016 Rubbish Haulers

Ace Solid Waste

Ramsey, MN

Curbside Waste, Inc.

Crystal, MN

LePage & Sons

Bethel, MN

Randy's Sanitation

Delano, MN

Republic Services

Circle Pines, MN

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

Sign Permit

January 5, 2015

Laddie Lake Pub

8466 Hwy 65 NE

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

SIGN PERMIT APPLICATION

DATE: 12/5/14
NAME OF APPLICANT: Signs Now
ADDRESS OF APPLICANT: 1451 91st Ave NE, Suite 100, Blaine, MN 55449
TELEPHONE NUMBER OF APPLICANT: 763-717-0140

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Laddie Lake Pub

8466 Hwy 165 NE, Spring Lake Park, MN 55432
New Construction: _____ Remodel: _____ Word Change Only: X

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: Existing structure, panel replacement

Address: _____

Is an Electrical Permit required? NO

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


SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY.*****
FEE: \$ 93 x 2 = \$ 186 RECEIPT NUMBER: _____

DATE OF APPROVAL: _____ DATE OF ISSUE: _____

REASON FOR DENIAL: _____

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: City Owned Building 832

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 21 x 2 = 42

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 73 x 2 = 146

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

73×2
 $\$60.00 + \$33 = \$93 \times 2 = \186

832
250 30%
42 existing
146 proposed

62 Remaining

Kristine Pearson

From: Barry Brainard <bbrainard@slpmn.org>
Sent: Wednesday, December 17, 2014 4:28 PM
To: kpearson@slpmn.org
Subject: Laddie Pub Dimensions

Kristine,
Per your request I went and measured the Laddie Pub front building:



$73 \times 2 = 146 \text{ ft}$
 $21 \text{ ft} \times 2 = 42 \text{ ft}$

New



Old





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

REPORT

TO: Spring Lake Park City Council
FROM: Barry L. Brainard, Code Enforcement Director
RE: Code Enforcement Monthly Report for December 2014
DATE: December 29, 2014

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

In December 2014, a total of 5 building permits were issued compared to 7 in 2013. The attached 2013 Building Permit Summary Report indicates how each permit has been categorized for type of construction. In 2014, a total of 234 permits were issued compared to 318 in 2013, a 26% decrease. The total valuation for 2014 of \$3,851,121.03 compared to \$3,545,249.79 in 2013, a 9% increase, and total fee revenue for 2014 at \$65,587.50 compared to \$76,897.96 in 2013, a 15% decrease. 2013 building permit activity was the most active year in my 14 years here in Spring Lake Park, while 2014, rates slightly ahead of the average for Spring Lake.

Revenues for the Code Enforcement Department in 2014 have exceeded revenue budget projections by 15.1%. The expenditure budget for 2014 was set at \$112,098 while revenue generated through building, plumbing, mechanical, plan reviews, certificate of occupancies, vacant/foreclosed properties, and rentals totaled \$132,073.40. The increase is mostly due to building permit fees and plan review fees. Please note the fees above do not include any Administrative Offense tickets issued in 2014 by the Code Enforcement Department.

Spring Lake Park Fire Inspections conducted by SBM Fire Inspector, Tom Stepaniak, has come to a conclusion for 2014. Mr. Stepaniak informs me he was unable to conduct life safety fire inspections for all commercial building in Spring Lake Park due to his limited time. He has informed me of which properties he has missed, which I will be conducting inspections of those properties in 2015. In addition to the properties not covered by Inspector Stepaniak in 2014, I will be conducting life safety fire inspections in 2015 per request of Nyle Zikmund, SBM Fire Chief, as follows:

1. All high hazard commercial/industrial occupancies: Yearly.
2. All other commercial/industrial occupancies: 3-5 years.

Also attached with this report, please find the December 2014 Spring Lake Park vacancies listings. The listings include both residential and commercial properties indicating vacant and foreclosure properties as well as upcoming Sheriff Sales. December 2014 vacancy listing summarizes the following:

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

Three Administrative Offense Tickets were issued by the Code Enforcement Department in December 2014. All three tickets were issued due to commercial property special use permit violations.

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

Building/Mechanical/Plumbing/Zoning Inspections:	70%
Vacant and Foreclosed Inspections:	0%
Rental and Certificate of Occupancy Inspections:	20%
Fire Inspections:	3%
Nuisance Inspections:	7%

In December, I have been working with Maryn Lutz, Software Consultant, for PermitWorks regarding setting up and customizing the Spring Lake Park permit software. I am confident that the software will be ready for full implementation in January 2015. I also spent time reviewing the Code Enforcement website looking for revisions and corrections for 2015. Several pdf's and columns were revised to reflect current code changes and updates.

In December of 2014, I also attended the following appointments:

- City Council meeting on December 15th.
- North Suburban Building Official meeting at North St. Paul City Hall on December 16th.
- Meeting with Cliff Fraser, owner of 8301 Sunset, and three tenants on December 11th regarding on-going special use permit violations.
- Meeting with Bee-Line owner and Administrator Buchholtz on December 16th regarding on-going special use permit violations.

This concludes the Code Enforcement Department monthly report for December 2014. 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
YEAR 2014 BUILDING INFORMATION

<u>MONTH</u>	<u>PERMITS</u>	<u>VALUATION</u>	<u>PERMIT FEES</u>	<u>REVIEW FEES</u>	<u>SURCHARGE</u>	<u>TOTAL FEE</u>
JANUARY	3	\$13,797.00	\$339.05	\$15.28	\$11.79	\$366.12
FEBRUARY	7	\$69,766.40	\$1,447.65	\$272.46	\$39.45	\$1,759.55
MARCH	8	\$72,048.00	\$1,380.70	\$0.00	\$36.02	\$1,416.72
APRIL	22	\$227,250.63	\$4,612.65	\$727.90	\$118.29	\$5,458.83
MAY	29	\$1,367,942.84	\$12,611.49	\$1,761.08	\$702.57	\$15,075.15
JUNE	43	\$521,341.55	\$8,619.91	\$1,642.56	\$275.02	\$10,537.49
JULY	30	\$216,520.22	\$4,619.51	\$1,391.64	\$117.54	\$6,128.69
AUGUST	22	\$454,455.54	\$5,141.84	\$2,383.96	\$232.08	\$7,757.88
SEPTEMBER	33	\$276,269.98	\$5,798.51	\$376.70	\$143.13	\$6,318.35
OCTOBER	21	\$144,539.09	\$3,280.47	\$67.19	\$81.37	\$3,429.03
NOVEMBER	11	\$211,234.33	\$3,181.83	\$1,180.77	\$115.37	\$4,477.96
DECEMBER	5	\$275,955.45	\$3,169.94	\$1,564.42	\$137.98	\$4,872.34
YEARLY TOTAL:	234	\$3,851,121.03	\$54,203.53	\$11,383.97	\$2,010.61	\$67,598.11

Last Permit Number Issued: 14234

Total Collected City Revenue: \$65,587.50

1ST QUARTER STATISTICS:

	<u>2014 STATS</u>	<u>2013 STATS</u>	<u>CHANGE</u>
1. Total Number of Building Permits:	18	23	-22%
2. Total Valuation:	\$155,611.40	\$339,316.03	-54%
3. Total Permit/Plan Review Fees:	\$3,455.13	\$6,828.89	-49%
4. Total State Surcharge:	\$87.27	\$173.92	-50%

2ND QUARTER STATISTICS:

1. Total Number of Building Permits:	94	104	-10%
2. Total Valuation:	\$2,116,535.02	\$1,171,073.57	81%
3. Total Permit/Plan Review Fees:	\$29,975.59	\$25,740.49	16%
4. Total State Surcharge:	\$1,095.88	\$608.44	80%

3RD QUARTER STATISTICS:

1. Total Number of Building Permits:	85	128	-34%
2. Total Valuation:	\$947,245.74	\$1,305,299.59	-27%
3. Total Permit/Plan Review Fees:	\$19,712.17	\$27,836.21	-29%
4. Total State Surcharge:	\$492.75	\$686.57	-28%

4TH QUARTER STATISTICS:

1. Total Number of Building Permits:	37	63	-41%
2. Total Valuation:	\$631,728.87	\$729,560.60	-13%
3. Total Permit/Plan Review Fees:	\$12,444.61	\$16,492.37	-25%
4. Total State Surcharge:	\$334.71	\$373.91	-10%

FINAL STATISTICS:

1. Total Number of Building Permits:	234	318	-26%
2. Total Valuation:	\$3,851,121.03	\$3,545,249.79	9%
3. Total Permit/Plan Review Fees:	\$65,587.50	\$76,897.96	-15%
4. Total State Surcharge:	\$2,010.61	\$1,842.84	9%

**CITY OF SPRING LAKE PARK
YEAR 2014 BUILDING INFORMATION**

<u>MONTH</u>	<u>NEW CONST. # SINGLE FAMILY</u>	<u>VALUATION</u>	<u>NEW CONST. # MULTI-UNITS</u>	<u>VALUATION</u>	<u>NEW CONST. # COMMERCIAL</u>	<u>VALUATION</u>
JANUARY	0	\$0.00	0	\$0.00	0	\$0.00
FEBRUARY	0	\$0.00	0	\$0.00	0	\$0.00
MARCH	0	\$0.00	0	\$0.00	0	\$0.00
APRIL	0	\$0.00	0	\$0.00	0	\$0.00
MAY	0	\$0.00	0	\$0.00	0	\$0.00
JUNE	0	\$0.00	0	\$0.00	0	\$0.00
JULY	0	\$0.00	0	\$0.00	0	\$0.00
AUGUST	0	\$0.00	0	\$0.00	0	\$0.00
SEPTEMBER	0	\$0.00	0	\$0.00	0	\$0.00
OCTOBER	0	\$0.00	0	\$0.00	0	\$0.00
NOVEMBER	0	\$0.00	0	\$0.00	0	\$0.00
DECEMBER	0	\$0.00	0	\$0.00	0	\$0.00
YEARLY TOTAL:	0	\$0.00	0	\$0.00	0	\$0.00

<u>MONTH</u>	<u># RES. ADDITIONS</u>	<u>VALUATION</u>	<u># COM. ADDITIONS</u>	<u>VALUATION</u>	<u># ZONING PERMITS</u>
JANUARY	0	\$0.00	0	\$0.00	0
FEBRUARY	0	\$0.00	1	\$22,791.00	0
MARCH	0	\$0.00	0	\$0.00	0
APRIL	1	\$20,938.40	1	\$24,000.00	0
MAY	1	\$84,451.04	2	\$1,100,000.00	3
JUNE	0	\$0.00	2	\$135,000.00	4
JULY	0	\$0.00	2	\$87,200.00	5
AUGUST	0	\$0.00	2	\$405,000.00	5
SEPTEMBER	0	\$0.00	2	\$42,800.00	5
OCTOBER	0	\$0.00	1	\$35,000.00	1
NOVEMBER	0	\$0.00	1	\$25,000.00	0
DECEMBER	1	\$204,604.74	2	\$59,200.00	0
YEARLY TOTAL:	3	\$309,994.18	16	\$1,935,991.00	23

<u>MONTH</u>	<u># ALL OTHERS</u>	<u>VALUATION</u>	<u># DEMOLITIONS</u>	<u># FIRE PERMITS</u>
JANUARY	3	\$13,797.00	0	0
FEBRUARY	5	\$33,001.40	0	1
MARCH	7	\$70,848.00	0	1
APRIL	19	\$181,225.73	0	1
MAY	20	\$182,076.30	0	2
JUNE	34	\$386,041.55	0	1
JULY	19	\$122,601.42	1	2
AUGUST	13	\$44,604.04	0	2
SEPTEMBER	24	\$230,869.98	0	2
OCTOBER	19	\$109,539.09	0	0
NOVEMBER	9	\$186,234.33	0	1
DECEMBER	2	\$12,150.71	0	0
YEARLY TOTAL:	174	\$1,572,989.55	1	13

VACANTS/FORECLOSURES DECEMBER 2014

I checked ABC Newspapers public records notices as of 12-19-14. Nancy 12-19-14

Info "blue" 3rd party hnds, "purple" prop.sold/sale pending, "brown"-deceased.	Posted	120 day vacant	Per ordinance,	Posted	
vacant	vacant	expiration	due 1.yr.anniv.	Abandoned	
Name	Date	Date	date (A/D) of orig. posting	App. Insp	Res. CO
Service Address	Date	expiration	date (A/D) of orig. posting	App. Insp	Res. CO
8401 NE 5th ST	10/1/14	01/29/15	AD 10/1/2015	10/1/14	150.00
7936 NE 6TH ST	XX			XX	
1352 NE 78TH CIRCLE	5/16/14	09/13/14	A/D 5/16/15	5/16/14	12-45-14
576 NE 78TH AVE	8/5/13	12/09/13	A/D 8/5/14	8/5/13	
598 NE 78TH AVE	See notes				
673 81st Ave NE	10/30/14	02/27/15	AD 10/13/15	10/30/14	12-45-14
8040 NE Able St	XX			XX	
8064 NE GARFIELD	06/06/12	10/04/12	A/D 6/6/13	6/6/12	
600 NE lone	XX			XX	
756 NE IONE, 4Sale	04/24/13	08/22/13	Paid 4-3-14	4/24/15	7-23-14
763 NE IONE	XX			XX	
7839 Jackson, 2014 mowing certified	09/12/11	01/10/12	A/D 9/12/12	9/12/11	
8060 NE JEFFERSON	10/01/14	01/29/15	AD 10/1/2015	10/1/14	
7762 LAKEVIEW LN	05/29/12	09/20/12	A/D 5/23/13	10/4/13	
812 NE LUND	05/07/14	09/04/14	AD 5/7/2015	5/7/14	
770 NE MANOR	XX			XX	
684 NE MAPLE ST 4Sale	8/26/14	12/24/14	AD 8/26/15	8/26/14	
7757 NE Monroe St	10/29/09	02/26/10	"A" Nov.2011	3/10/10	11-12-14
8009 Monroe, 2014 invc. PAID	5/7/14	09/04/14	AD 5-7-15	5/7/14	
7827 NE Quincy -Poss. Sale pending	10/1/14	09/04/14	AD 10-1-15	10/1/14	
908 NE RALEIGH	10/1/14	01/29/15	AD 10-1-15	7/25/14	
931 NE RALEIGH LN	7/25/14	11/22/14	AD 7-25-15	5/7/14	10-27-14
358 NE SANBURNOL	2/26/14	06/26/14	A/D 2/26/15		
828 SANBURNOL	XX			XX	
7917 NE Van Buren, 4Sale	XX			XX	
8013 NE Van Buren	10/04/12	02/01/13	A/D 10/4/13	10/4/12	
8316 NE Westwood	1/29/14	05/29/14	A/D 1/29/15	1/29/14	
8330 WESTWOOD RD					
COMMERCIAL PROPERTIES					
1121 NE 80TH AVENUE	XX				Comm.CO
8355 NE UNIVERSITY AVE					
PENDING SHERIFF SALES					
500 NE 78th AVE	Date of Sheriff Sale			Date	* to Barry to ch
538 NE 80TH	1/23/14			7/23/14	*
1580 NE 81st AVE UNIT 3	7/18/14			1/18/15	
551 NE 82ND	10/20/14			4/20/15	
703 NE MANOR	5/30/14			11/30/14	*
350 NE MAPLE ST	2/4/15			8/4/15	*
8194 NE MIDDLTOWN	1/30/15			7/30/15	
8401 NE MONROE	8/21/13			2/21/14	
8285 NE Polk St	11/10/14			5/10/15	
8029 NE QUINCY ST	12/5/14			6/5/15	
	5/5/14			11/5/14	*

501 NE ROSEDALE RD	TODD (CINDY) ZRUCKY	6/9/14	12/9/14	*
8099 VAN BUREN ST	SCOTT & VALERIE LIDBERG	8/4/14	2/4/15	
8303 NE WESTWOOD	BANK OF AMER./Dan Berger Occupied 6-18-14	10/4/13		
331 Wyldwood Ln	Edward M Orioki, Winnifred Marunga	11/14/14	5/14/15	
DECEMBER CLOSINGS				
965 83RD Ave. Res CO inspctn 12/10	Prop clsd. 12-2-14 Buyer KURTISS KEMMET	08/26/14	12/24/14	8/26/14
				pd.12-5-2014



**CITY OF SPRING LAKE PARK
STREET MAINTENANCE FUNDING PROGRAM**

Daniel R. Buchholtz, MMC
Administrator, Clerk/Treasurer

Overview

- 1998 Pavement Management Plan
 - Established a program to reconstruct the City's aging streets
 - Numerous street projects were done over the past 15 years to meet the City's goal of reconstructing the City's street system
 - Called for City to make adequate funding of the street maintenance program a priority
 - Continue its existing sealcoat schedule by crack filling and sealcoating each street in the City every four years

Sealcoating Program

- Funding for the sealcoat program was cut in 2009 due to State Aid cuts
- A portion of the City's 2012 budget surplus was used to sealcoat streets in the southwest corner of the City in 2013
- Funds exist for one additional sealcoat project scheduled for 2015.
- City needs between \$80,000-\$100,000 per year to ensure a seven year street rotation.

Options to Fund Sealcoat Program

- Do nothing
 - ▣ Result will be more frequent mill & overlay projects, resulting in more frequent assessments for residents.
- Reprogram existing governmental funds
 - ▣ The vast majority of the City's discretionary spending was cut in 2009 in response to the Great Recession; no way to achieve this without a significant cut in municipal services.
 - ▣ Majority of Local Government Aid to be received in 2015 is allocated to reduce debt service levies; reallocating LGA would result in an increase in the City's tax levy.

Options to Fund Sealcoat Program

- Add \$80,000-\$100,000 per year to the property tax levy to fund the sealcoat program
 - Homeowners and businesses would bear full cost of sealcoat program; tax exempt properties would not contribute
- Implement a franchise fee on electric/gas utilities
 - Franchise fee will be passed onto all electric/gas customers on monthly utility bills, including tax exempt customers
 - Amount of fee set by City Council just as the property tax levy is set

Franchise Fees

- What are franchise fees?
 - Franchise fees are a fee to a utility (electric, natural gas, cable) for the right to use the City's right-of-way for their infrastructure.
 - The utility generally passes on the cost of the franchise fee to its customers on their monthly utility bill
 - Cable customers already pay franchise fee that is used to pay for the City's public access channels (North Metro TV)
- What can franchise fees be used for?
 - Franchise fee revenue can be utilized for any lawful public purpose
 - The City proposes to charge a franchise fee to pay for street maintenance (sealcoating, crack sealing, etc)

Franchise Fees

- Who pays franchise fees
 - Anyone who receives electric and natural gas service will be subject to the franchise fee
 - Entities otherwise exempt from property tax will be subject to the fee
- How can I be sure the funds will be used for street maintenance?
 - Funds will be deposited in the Sealcoating Capital Project Fund, which can only be used for street maintenance. Funds will not be intermingled with the City's General Fund.

Franchise Fees

- What is the proposed fee schedule?

- Electric

Rate Classification	Monthly Flat Fee/Premises
Residential	\$0.80
Small C&I – Non-Demand	\$1.20
Small C&I – Demand	\$8.50
Large C&I	\$50.00

- Natural Gas

Rate Classification	Monthly Flat Fee/Premises
Residential	\$0.58
Commercial-A	\$0.61
Comm/Ind – B	\$1.65
Comm/Ind – C	\$8.05
SVDF – A	\$37.08
SVDF – B	\$50.00

Property Tax vs. Franchise Fees

Residential Properties -- Annual

Home Value	Property Tax	Franchise Fee	Difference
\$135,000	\$16.27	\$16.56	\$0.29
\$150,000	\$18.69	\$16.56	\$(2.13)
\$165,000	\$21.12	\$16.56	\$(4.56)
\$180,000	\$23.54	\$16.56	\$(6.41)
\$195,000	\$25.96	\$16.56	\$(9.40)
\$210,000	\$28.38	\$16.56	\$(11.82)

Property Tax vs. Franchise Fees

Commercial Properties -- Annual

Business Value	Property Tax	Franchise Fee	Difference
\$250,000	\$55.54	\$34.20	\$(21.34)
\$450,000	\$99.97	\$34.20	\$(65.77)
\$700,000	\$170.32	\$34.20	\$(136.12)
\$1,000,000	\$259.18	\$198.66	\$(60.52)
\$2,000,000	\$555.38	\$198.66	\$(356.72)

The calculations listed above are examples. Actual franchise fees will depend on the amount of electricity and natural gas used by each business. A building with multiple meters will be charged one franchise fee.

Summary

- The City needs to restore funding for the sealcoat program to maintain the commitment it made to residents in the 1998 Pavement Management Plan
- Franchise fees will spread the costs of the street maintenance program to all users of the municipal street network; not just property tax payers
- Franchise fees are set by the City Council in a manner similar to the tax levy
- The vast majority of property owners, particularly commercial/industrial property owners, will see a pay less in franchise fees than through the tax levy.

Summary

- The Legislature could impose levy limits at any time. If levy limits are in effect, it would be difficult to implement a property tax levy to fund street maintenance in 2016.

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: DANIEL R. BUCHHOLTZ, CITY ADMINISTRATOR
SUBJECT: FRANCHISE FEES
DATE: DECEMBER 31, 2014

At the August budget workshop, staff presented options to the City Council to restore funding for the City's street maintenance (crack seal/sealcoat) program. The City Council asked that, rather than raise the property tax levy, staff prepare ordinances to establish franchise fees within the City. The City Council's thinking at that time was that franchise fees would have the broadest base of payers resulting in lower rates for residents and businesses.

Staff provided the City Council with a detailed overview of franchise fees and the impacts on residents at a subsequent budget workshop on December 8, 2014. The consensus of the Council at that workshop was to hold a public hearing at the January 5, 2015 Council meeting to educate residents on franchise fees.

At the City Council's request, a public hearing notice was duly posted and advertised in the City's newspaper of record to consider the adoption of ordinances establishing franchise fees within the City of Spring Lake Park. The public hearing will be held on Monday, January 5 at 7:00pm (or as soon thereafter). Staff's presentation is included in the City Council packet for the Council's review.

The proposed monthly rates for franchise fees are as follows:

Electric

Residential	\$ 0.80
Small C&I – Non-Demand	\$ 1.20
Small C&I – Demand	\$ 8.50
Large C&I	\$50.00

Natural Gas

Residential	\$ 0.58
Commercial – Class A	\$ 0.65
Commercial – Class B	\$ 1.65
Commercial – Class C	\$ 8.05
Small Volume Dual Fuel – Class A	\$37.08
Small Volume Dual Fuel – Class B	\$50.00

These fees represent a franchise fee of 1% on gross electric and natural gas sales within the City of Spring Lake Park. The fees will generate approximately \$85,000 annually. The funds from the franchise fees will be deposited in Fund 407 – Sealcoating Capital Project Fund – and will be utilized only for that purpose.

If the City Council wishes to proceed with implementing franchise fees, a number of ordinances will need to be approved. Two of the ordinances establish/re-establish electric franchises within the City – a prerequisite to establishing franchise fees. The remaining three ordinances establish the franchise fees on electric and natural gas utilities.

If you have any further questions on the franchise fee ordinances, please don't hesitate to contact me at 763-784-6491.

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. _____.

CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF SPRING LAKE PARK, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 **City.** The City of Spring Lake Park, County of Anoka, State of Minnesota.
- 1.2 **City Utility System.** Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 **Commission.** The Minnesota Public Utilities Commission, or any successor agency or agencies, including an agency of the federal government, which preempts all, or part of the authority to regulate electric retail rates now vested in the Minnesota Public Utilities Commission.
- 1.4 **Company.** Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns.
- 1.5 **Electric Facilities.** Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.6 **Notice.** A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the General Counsel, 414 Nicollet Mall, 5th Floor, Minneapolis, MN 55401. Notice to the City shall be mailed to the City Administrator, 1301 81st Avenue NE, Spring Lake Park, MN 55432. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.7 **Public Ground.** Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.

1.8 **Public Way.** Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 **Grant of Franchise.** City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 **Effective Date; Written Acceptance.** This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 **Service and Rates.** The service to be provided and the rates to be charged by Company for electric service in City are subject to the jurisdiction of the Commission. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 **Publication Expense.** The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 **Dispute Resolution.** If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 **Location of Facilities.** Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System previously installed therein. Electric Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove abandoned metal or concrete

encased conduit interfering with a City improvement project, but only to the extent such conduit is uncovered by excavation as part of the City improvement project.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for one year thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. The City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication

company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 **Fee Schedule.** During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed the following amounts.

<u>Customer Class</u>	<u>Monthly Fee Per Premise</u>
Residential	\$ 0.80
Sm C & I – Non-Dem	\$ 1.20
Sm C & I – Demand	\$ 8.50
Large C & I	\$ 50.00
Public Street Ltg	\$ 00.00
Muni Pumping –N/D	\$ 00.00
Muni Pumping – Dem	\$ 00.00

9.2 **Separate Ordinance.** The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least 90 days after written notice enclosing such proposed ordinance has been served upon Company by certified mail. The fee shall not become effective until the beginning of a Company billing month at least 90 days after written notice enclosing such adopted ordinance has been served upon Company by certified mail. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 **Terms Defined.** For the purpose of this Section 9, the following definitions apply:

9.3.1 “Customer Class” shall refer to the classes listed on the Fee Schedule and as defined or determined in Company’s electric tariffs on file with the Commission.

9.3.2 “Fee Schedule” refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement.

9.4 **Collection of the Fee.** The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise

fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. The time and manner of collecting the franchise fee is subject to the approval of the Commission. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers.

9.5 **Equivalent Fee Requirement.** The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The "same or greater equivalent amount" shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 **Severability.** Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 **Limitation on Applicability.** This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company's written consent thereto

with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

Passed and approved: _____, 2014.

Mayor

Attest:

City Clerk

Date Published: _____

ORDINANCE NO. _____

AN ORDINANCE IMPLEMENTING AN ELECTRIC SERVICE FRANCHISE FEE ON NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, D/B/A XCEL ENERGY, ITS SUCCESSORS AND ASSIGNS, FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF SPRING LAKE PARK.

THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK DOES ORDAIN:

SECTION 1. The City of Spring Lake Park Municipal Code is hereby amended to include reference to the following Special Ordinance.

Subdivision 1. Purpose. The Spring Lake Park City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide electric services within the City of Spring Lake Park.

- (a) Pursuant to City Ordinance _____, a Franchise Agreement between the City of Spring Lake Park and Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, the City has the right to impose a franchise fee on Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy, its successors and assigns, in an amount and fee design as set forth in Section 9.1 of the Northern States Power Company Franchise and in the fee schedule attached hereto as Schedule A.

Subdivision 2. Franchise Fee Statement. A franchise fee is hereby imposed on Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, its successors and assigns, under its electric franchise in accordance with the schedule attached here to and made a part of this Ordinance, commencing with the Xcel Energy April 1, 2015 billing month.

This fee is an account-based fee on each premise and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account. If a premise has two or more meters being billed at different rates, the Company may have an account for each rate classification, which will result in more than one franchise fee assessment for electric service to that premise. If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for energy delivered to that premise. In the event any entities covered by this ordinance have more than one premise, each premise (address) shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any premise, the Company's manner of billing for energy used at all similar premises in the city will control.

Subdivision 3. Payment. The said franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise.

Subdivision 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow Company to add a surcharge to customer rates of city residents to reimburse Company for the cost of the fee.

Subdivision 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 of the Franchise Agreement.

Subdivision 6. Effective Date of Franchise Fee. The effective date of this Ordinance shall be after its publication and ninety (90) days after the sending of written notice enclosing a copy of this adopted Ordinance to Xcel Energy by certified mail. Collection of the fee shall commence as provided above.

Passed and approved: _____, 2014.

Mayor

Attest:

City Clerk

SEAL

SCHEDULE A

Franchise Fee Rates:

Electric Utility

The franchise fee shall be in an amount determined by applying the following schedule per customer premise/per month based on metered service to retail customers within the City:

<u>Class</u>	<u>Amount per month</u>
Residential	\$ 0.80
Sm C & I – Non-Dem	\$ 1.20
Sm C & I – Demand	\$ 8.50
Large C & I	\$50.00
Public Street Ltg	\$00.00
Muni Pumping –N/D	\$00.00
Muni Pumping – Dem	\$00.00

Franchise fees are to be collected by the Utility at the rate listed below, and submitted to the City on a quarterly basis as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

ELECTRIC FRANCHISE ORDINANCE

ORDINANCE NO. XXX

CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA

AN ORDINANCE GRANTING TO CONNEXUS ENERGY, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, PERMISSION TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF SPRING LAKE PARK, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC GROUNDS AND PUBLIC WAYS OF THE CITY FOR SUCH PURPOSES.

THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. DEFINITIONS.

For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

- 1.1 City. The City of Spring Lake Park, County of Anoka, State of Minnesota.
- 1.2 City Utility System. Facilities used for providing non-energy related public utility service owned or operated by City or agency thereof, including sewer and water service, but excluding facilities for providing heating, lighting or other forms of energy.
- 1.3 Company. Connexus Energy, a Minnesota cooperative corporation, its successors and assigns.
- 1.4 Electric Facilities. Electric transmission and distribution towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by Company for the purpose of providing electric energy for public use.
- 1.5 Notice. A written notice served by one party on the other party referencing one or more provisions of this Ordinance. Notice to Company shall be mailed to the Chief Executive Officer, Connexus Energy, 14601 Ramsey Boulevard N.W., Ramsey, Minnesota 55303-6024. Notice to the City shall be mailed to the City Administrator, 1301 81st Avenue NE, Spring Lake Park, MN 55432. Either party may change its respective address for the purpose of this Ordinance by written notice to the other party.
- 1.6 Public Ground. Land owned by the City for park, open space or similar purpose, which is held for use in common by the public.
- 1.7 Public Way. Any street, alley, walkway or other public right-of-way within the City.

SECTION 2. ADOPTION OF FRANCHISE.

2.1 Grant of Franchise. City hereby grants Company, for a period of 20 years from the date passed and approved by the City, the right to transmit and furnish electric energy for light, heat, power and other purposes for public and private use within and through the limits of the City as its boundaries now exist or as they may be extended in the future. For these purposes, Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Grounds and Public Ways of City, subject to the provisions of this Ordinance. Company may do all reasonable things necessary or customary to accomplish these purposes, subject, however, to such reasonable regulations as may be imposed by the City pursuant to ordinance and to the further provisions of this franchise agreement.

2.2 Effective Date; Written Acceptance. This franchise agreement shall be in force and effect from and after passage of this Ordinance, its acceptance by Company, and its publication as required by law. The City, by Council resolution, may revoke this franchise agreement if Company does not file a written acceptance with the City within 90 days after publication.

2.3 Service and Rates. The service to be provided and the rates to be charged by Company for electric service in City are established by Company's Board of Directors. The area within the City in which Company may provide electric service is subject to the provisions of Minnesota Statutes, Section 216B.40.

2.4 Publication Expense. The expense of publication of this Ordinance will be paid by City and reimbursed to City by Company.

2.5 Dispute Resolution. If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used, or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this franchise or for such other relief as may be permitted by law or equity for breach of contract, or either party may take any other action permitted by law.

SECTION 3. LOCATION, OTHER REGULATIONS.

3.1 Location of Facilities. Electric Facilities shall be located, constructed and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt normal operation of any City Utility System Electric. Facilities shall be located on Public Grounds as determined by the City. Company's construction, reconstruction, operation, repair, maintenance and location of Electric Facilities shall be subject to permits if required by separate ordinance and to other reasonable regulations of the City to the extent not inconsistent with the terms of this franchise agreement. Company may abandon underground Electric Facilities in place, provided at the City's request, Company will remove such underground Electric Facilities which interfere with a City improvement project, but only to the extent such Electric Facilities are uncovered by excavation as part of the City improvement project, and restore the Public Way in accordance with Minnesota Rule 7819.1100.

3.2 Field Locations. Company shall provide field locations for its underground Electric Facilities within City consistent with the requirements of Minnesota Statutes, Chapter 216D.

3.3 Street Openings. Company shall not open or disturb any Public Ground or Public Way for any purpose without first having obtained a permit from the City, if required by a separate ordinance, for which the City may impose a reasonable fee. Permit conditions imposed on Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. Company may, however, open and disturb any Public Ground or Public Way without permission from the City where an emergency exists requiring the immediate repair of Electric Facilities. In such event Company shall notify the City by telephone to the office designated by the City as soon as practicable. Not later than the second working day thereafter, Company shall obtain any required permits and pay any required fees.

3.4 Restoration. After undertaking any work requiring the opening of any Public Ground or Public Way, Company shall restore the same in accordance with Minnesota Rule 7819.1100, including paving and its foundation, to as good a condition as formerly existed, and shall maintain any paved surface in good condition for two years thereafter. The work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground or Public Way in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration at the expense of Company. Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4, but the City hereby waives any requirement for Company to post a construction performance bond, certificate of insurance, letter of credit or any other form of security or assurance that may be required, under a separate existing or future ordinance of the City, of a person or entity obtaining the City's permission to install, replace or maintain facilities in a Public Way.

3.5 Avoid Damage to Electric Facilities. Nothing in this Ordinance relieves any person from liability arising out of the failure to exercise reasonable care to avoid damaging Electric Facilities while performing any activity.

3.6 Notice of Improvements. No less than four weeks prior to implementation, the City must give Company reasonable notice of plans for improvements to Public Grounds or Public Ways where the City has reason to believe that Electric Facilities may affect or be affected by the improvement. The notice must contain: (i) the nature and character of the improvements, (ii) the Public Grounds and Public Ways upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Ground or Public Way is involved, the order in which the work is to proceed. The notice must be given to Company within a sufficient length of time in advance of the actual commencement of the work to permit Company to make any necessary additions, alterations or repairs to its Electric Facilities.

3.7 Shared Use of Poles. Company shall make space available on its poles or towers for City fire, water utility, police or other City facilities upon terms and conditions acceptable to Company whenever such use will not interfere with the use of such poles or towers by Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by Company because of such use by City.

SECTION 4. RELOCATIONS.

4.1 Relocation of Electric Facilities in Public Ways. If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within five years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

4.2 Relocation of Electric Facilities in Public Ground. City may require Company, at Company's expense, to relocate or remove its Electric Facilities from Public Ground upon a finding by City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground.

4.3 Projects with Federal Funding. City shall not order Company to remove or relocate its Electric Facilities when a Public Way is vacated, improved or realigned for a right-of-way project or any other project which is financially subsidized in whole or in part by the Federal Government or any agency thereof, unless the reasonable non-betterment costs of such relocation are first paid to Company. The City is obligated to pay Company only for those portions of its relocation costs for which City has received federal funding specifically allocated for relocation costs in the amount requested by the Company, which allocated funding the City shall specifically request. Relocation, removal or rearrangement of any Company Electric Facilities made necessary because of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46, as supplemented or amended. It is understood that the rights herein granted to Company are valuable rights.

4.4 No Waiver. The provisions of this franchise apply only to facilities constructed in reliance on a franchise from the City and shall not be construed to waive or modify any rights obtained by Company for installations within a Company right-of-way acquired by easement or prescriptive right before the applicable Public Ground or Public Way was established, or Company's rights under state or county permit.

SECTION 5. TREE TRIMMING.

Company may trim all trees and shrubs in the Public Grounds and Public Ways of City to the extent Company finds necessary to avoid interference with the proper construction, operation, repair and maintenance of any Electric Facilities installed hereunder, provided that Company shall save the City

harmless from any liability arising therefrom, and subject to permit or other reasonable regulation by the City.

SECTION 6. INDEMNIFICATION.

6.1 Indemnity of City. Company shall indemnify, keep and hold the City free and harmless from any and all liability on account of injury to persons or damage to property occasioned by the construction, maintenance, repair, inspection, the issuance of permits, or the operation of the Electric Facilities located in the Public Grounds and Public Ways. The City shall not be indemnified for losses or claims occasioned through its own negligence except for losses or claims arising out of or alleging the City's negligence as to the issuance of permits for, or inspection of, Company's plans or work. The City shall not be indemnified if the injury or damage results from the performance in a proper manner, of acts reasonably deemed hazardous by Company, and such performance is nevertheless ordered or directed by City after notice of Company's determination.

6.2 Defense of City. In the event a suit is brought against the City under circumstances where this agreement to indemnify applies, Company at its sole cost and expense shall defend the City in such suit if written notice thereof is promptly given to Company within a period wherein Company is not prejudiced by lack of such notice. If Company is required to indemnify and defend, it will thereafter have control of such litigation, but Company may not settle such litigation without the consent of the City, which consent shall not be unreasonably withheld. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City and Company, in defending any action on behalf of the City, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

SECTION 7. VACATION OF PUBLIC WAYS.

The City shall give Company at least two weeks prior written notice of a proposed vacation of a Public Way. Except where required for a City improvement project, the vacation of any Public Way, after the installation of Electric Facilities, shall not operate to deprive Company of its rights to operate and maintain such Electric Facilities, until the reasonable cost of relocating the same and the loss and expense resulting from such relocation are first paid to Company. In no case, however, shall City be liable to Company for failure to specifically preserve a right-of-way under Minnesota Statutes, Section 160.29. In accordance with Minnesota Rules, Part 7819.3200, if City's order directing vacation of the Public Way does not require relocation of Company's Electric Facilities, the vacation proceeding shall not be deemed to deprive Company of its right to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation.

SECTION 8. CHANGE IN FORM OF GOVERNMENT.

Any change in the form of government of the City shall not affect the validity of this Ordinance. Any governmental unit succeeding the City shall, without the consent of Company, succeed to all of the rights and obligations of the City provided in this Ordinance.

SECTION 9. FRANCHISE FEE.

9.1 Fee Schedule. During the term of the franchise hereby granted, and in lieu of any permit or other fees being imposed on Company, the City may impose on Company a franchise fee

by collecting the amounts indicated in a Fee Schedule set forth in a separate ordinance from each customer in the designated Company Customer Class. The parties have agreed that the franchise fee collected by the Company and paid to the City in accordance with this Section 9 shall not exceed 5% of the Company's Gross Revenues, as hereinafter defined, by collecting the amounts calculated on a flat fee basis.

9.2 Separate Ordinance. The franchise fee shall be imposed by a separate ordinance duly adopted by the City Council, and that separate ordinance shall dictate the date upon which collection of that franchise fee shall commence. Section 2.5 shall constitute the sole remedy for solving disputes between Company and the City in regard to the interpretation of, or enforcement of, the separate ordinance. No action by the City to implement a separate franchise fee ordinance will commence until this Ordinance is effective. A separate ordinance which imposes a lesser franchise fee on the residential class of customers than the maximum amount set forth in Section 9.1 above shall not be effective against Company unless the fee imposed on each other customer classification is reduced proportionately in the same or greater amount per class as the reduction represented by the lesser fee on the residential class.

9.3 Terms Defined. For the purpose of this Section 9, the following definitions apply:

9.3.1 "Customer Class" shall refer to the classes listed on the Fee Schedule as defined or determined in Company's electric tariffs on file with the Commission.

9.3.2 "Fee Schedule" refers to the schedule in Section 9.1 setting forth the various customer classes from which a franchise fee would be collected if a separate ordinance were implemented immediately after the effective date of this franchise agreement. The Fee Schedule in the separate ordinance may include new Customer Class added by Company to its electric tariffs after the effective date of this franchise agreement, or may be annually amended to reflect changes in the franchise fees imposed by the City.

9.3.3 "Gross Revenue" means all sums, excluding any surcharge or similar addition to the Company's charges to customers for the purpose of reimbursing the Company for the cost resulting from the franchise fee, received by the Company from the sale of electricity to its retail customers within the corporate limits of the City.

9.4 Collection of the Fee. The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made by imposing a surcharge equal to the designated franchise fee for the applicable customer classification in all customer billings for electric service in each class. The payment shall be due the last business day of the month following the period for which the payment is made. The franchise fee may be changed by ordinance from time to time; however, each change shall meet the same notice requirements and not occur more often than annually and no change shall require a collection from any customer for electric service in excess of the amounts specifically permitted by this Section 9. No franchise fee shall be payable by Company if Company is legally unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any

information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers. In addition, the Company agrees to provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

9.5 Equivalent Fee Requirement. The separate ordinance imposing the fee shall not be effective against Company unless it lawfully imposes and the City monthly or more often collects a fee or tax of the same or greater equivalent amount on the receipts from sales of energy within the City by any other energy supplier, provided that, as to such a supplier, the City has the authority to require a franchise fee or to impose a tax. The “same or greater equivalent amount” shall be measured, if practicable, by comparing amounts collected as a franchise fee from each similar customer, or by comparing, as to similar customers the percentage of the annual bill represented by the amount collected for franchise fee purposes. The franchise fee or tax shall be applicable to energy sales for any energy use related to heating, cooling or lighting, or to run machinery and appliances, but shall not apply to energy sales for the purpose of providing fuel for vehicles. If the Company specifically consents in writing to a franchise or separate ordinance collecting or failing to collect a fee from another energy supplier in contravention of this Section 9.5, the foregoing conditions will be waived to the extent of such written consent.

9.6 Notification Requirement. In addition to the required proceedings and notification of the public by the City, a joint letter will be sent on behalf of the City and Company clearly explaining the purpose and use of the fee, the fee schedule including frequency of billing which clearly state Connexus is required under law to bill and collect the fee and distribute funds back to the City. Connexus is not profiting in any way by administer the franchise fee.

SECTION 10. PROVISIONS OF ORDINANCE.

10.1 Severability. Every section, provision, or part of this Ordinance is declared separate from every other section, provision, or part and if any section, provision, or part shall be held invalid, it shall not affect any other section, provision, or part. Where a provision of any other City ordinance conflicts with the provisions of this Ordinance, the provisions of this Ordinance shall prevail.

10.2 Limitation on Applicability. This Ordinance constitutes a franchise agreement between the City and Company as the only parties, and no provision of this franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

SECTION 11. AMENDMENT PROCEDURE.

Either party to this franchise agreement may at any time propose that the agreement be amended to address a subject of concern and the other party will consider whether it agrees that the amendment is mutually appropriate. If an amendment is agreed upon, this Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of Company’s written consent thereto

with the City Clerk within 90 days after the date of final passage by the City of the amendatory ordinance.

SECTION 12. PREVIOUS FRANCHISES SUPERSEDED.

This franchise supersedes any previous electric franchise granted to Company or its predecessor.

This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

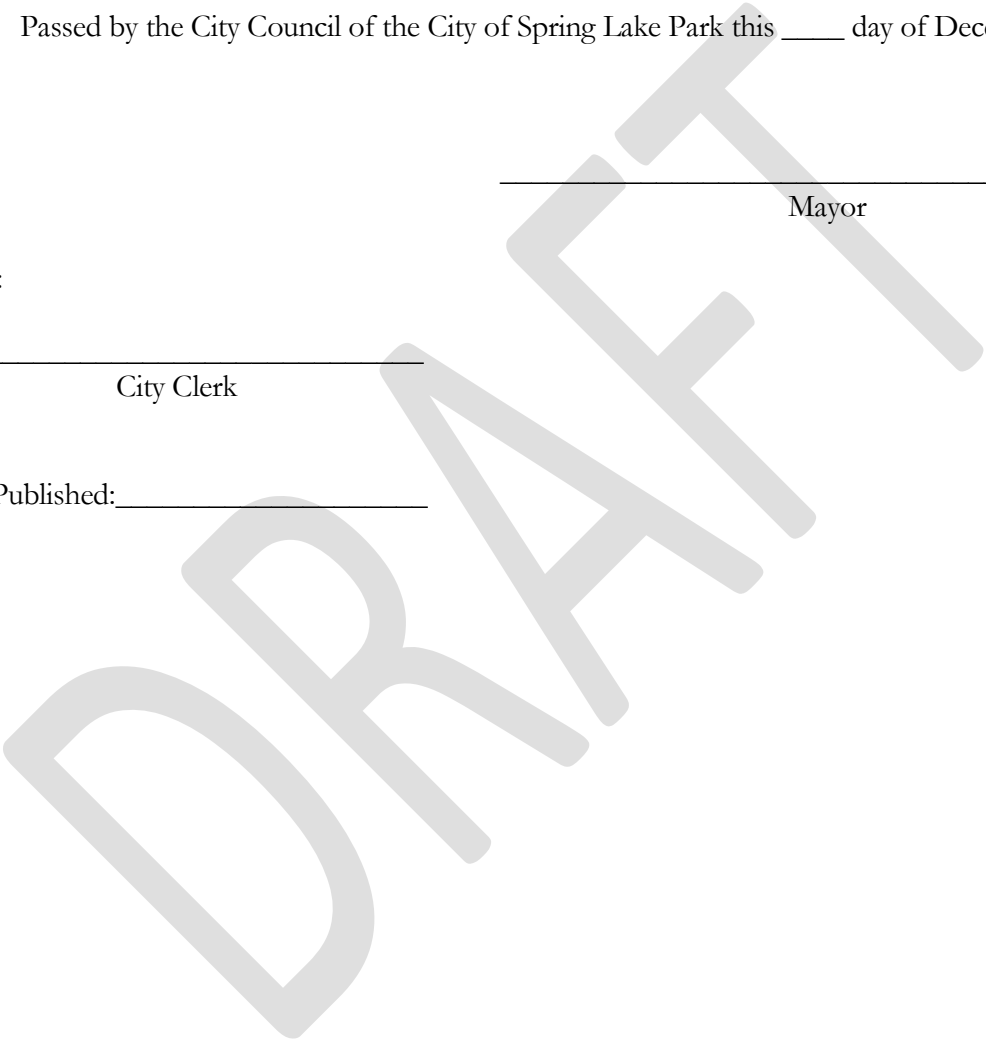
Passed by the City Council of the City of Spring Lake Park this ____ day of December, 2014.

Mayor

Attest:

City Clerk

Date Published: _____



ORDINANCE NO. XXX

CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA

AN ORDINANCE MODIFYING THE ELECTRIC FRANCHISE FEE ON CONEXUS ENERGY FOR PROVIDING ELECTRIC SERVICE WITHIN THE CITY OF SPRING LAKE PARK.

THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK, ANOKA COUNTY, MINNESOTA, ORDAINS:

SECTION 1. The City of Spring Lake Park Code of Ordinances is hereby amended as follows:

Subdivision 1. Purpose. The Spring Lake Park City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City of Spring Lake Park.

(a) Pursuant to City Ordinance No. ____, a Franchise Agreement between the City and Connexus Energy, the City has the right to impose a franchise fee on Connexus Energy in amount and fee design as authorized in Section 9.1 of the Connexus Energy Franchise.

(b) Pursuant to City Ordinance No. ____, the City exercised its right to impose a franchise fee on Connexus Energy. This includes the right to modify the fee amount with the consent of Connexus Energy as to amount and notice period, to which Connexus Energy has consented.

Subd. 2. Franchise Fee Statement. Pursuant to Ordinance No. ____, the franchise fee imposed on Connexus Energy under its Electric Franchise is hereby amended. The amended fee schedule is attached hereto and made a part of this ordinance, commencing with the Connexus Energy's April 2015 billing month.

Subd. 3. Payment and Fee Design. The franchise fee shall be payable to the City in accordance with the terms set forth in Section 9.4 of the Franchise.

a) This fee is an account based fee and not a meter based fee. An account includes all electric meters located on a single property or premises that have the same address and property owner.

b) Properties with a single address and owner shall pay the largest fee that applies to any one of their meters.

d) Separately metered space rented to tenants other than the owner shall pay a fee for each tenant meter.

e) The City Administrator, or his designee, is authorized to determine the appropriate implementation of this Section 3.2. Appeals from decisions of the staff may be taken to the City Council.

Subd. 4. Record Support for Payment. Connexus Energy shall make each payment when due and, if requested by the City, shall provide at the time of each payment a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total surcharge billed in the period for which the payment is being made to account for any uncollectibles, refunds or error corrections.

Subd. 5. Enforcement. Any dispute, including enforcement of a default regarding this ordinance will be resolved in accordance with Section 2.5 the Franchise Agreement.

Subd. 6. Effective Date of Franchise Fee. Notwithstanding the effective date of this ordinance and notwithstanding any contrary provisions in the Franchise, the effective date of the fee collected under Subdivision 2 of this ordinance is the later of ten (10) days after the publication or after the sending of written notice enclosing a copy of this adopted ordinance upon Connexus Energy by certified mail.

Subd. 7. Fee Review. The City Council shall begin a review of this Ordinance by the City of Spring Lake Park to determine whether to continue, terminate or modify the fee. If the Council deems it to be in the City's best interest to continue the fee in its current form, no Council action is necessary. If the Council deems it to be in the City's best interest to terminate or modify the fee, the Council shall give Connexus at least sixty (60) days written notice prior to the proposed change. Subject to the City's rights under Minnesota law, the City shall obtain the consent of Connexus to any proposed increase in the fee but may unilaterally decrease or terminate the fee.

Subd. 8. The City recognizes that Connexus Energy will surcharge its customers in the City the amount of the fee.

SECTION 2. This ordinance takes effect as provided herein.

Read and passed by the City Council of the City of Spring Lake Park this ___th day of December, 2014.

EXHIBIT A

CONNEXUS ENERGY ELECTRIC FRANCHISE
FEE SCHEDULE

<u>Class</u>	<u>Fee or % Per Month</u>
Residential	\$0.80
Small Commercial/Industrial (Non Demand)	\$1.20
General Commercial/Industrial (Demand)	\$8.50
Large Commercial/Industrial (> 1 MW Demand)	\$50.00
Outdoor Advertising (Billboards), Non-Metered Cable/TV/Phone	1%
Irrigation services, Lift Station services, Siren services	1%
Street Lights	0%
Wells & Pumps (city well)	0%

FRANCHISE FEES ARE TO BE COLLECTED BY THE UTILITY IN THE AMOUNTS SET FORTH IN THE ABOVE SCHEDULE, AND SUBMITTED TO THE CITY ON A QUARTERLY BASIS AS FOLLOWS:

- January through March collections due by April 30.
- April through June collections due by July 31.
- July through September collections due by October 31.
- October through December collections due by January 31.

ORDINANCE NO. XXX

AN ORDINANCE IMPLEMENTING A GAS ENERGY FRANCHISE FEE ON CENTERPOINT ENERGY MINNESOTA GAS (“CENTERPOINT ENERGY”) FOR PROVIDING GAS ENERGY SERVICE WITHIN THE CITY OF SPRING LAKE PARK, MINNESOTA

THE CITY COUNCIL OF THE CITY OF SPRING LAKE PARK DOES HEREBY ORDAIN:

Gas Franchise Fee

(a) *Definitions.* For the purposes of this Ordinance, the following terms shall have the following meanings:

- (1) City. The City of Spring Lake Park, Counties of Anoka and Ramsey, State of Minnesota.
- (2) Company. CenterPoint Energy Minnesota Gas (“CenterPoint Energy”), its successors and assigns.
- (3) Franchise Agreement. The franchise agreement between the City and Company pursuant to City Ordinance #346
- (4) Notice. “Notice” means a writing served by any party or parties on any other party or parties. Notice to Company shall be mailed to CenterPoint Energy, Minnesota Division Vice President, 800 LaSalle Avenue, Minneapolis, MN 55402. Notice to City shall be mailed to the Administrator, Clerk/Treasurer at City of Spring Lake Park, 1301 81st Avenue NE, Spring Lake Park, MN 55432.

(b) *Purpose.* The Spring Lake Park City Council has determined that it is in the best interest of the City to impose a franchise fee on those public utility companies that provide natural gas and electric services within the City. Pursuant to the Franchise Agreement the City has the right to impose a franchise fee on Company.

(c) *Franchise Fee Statement and Schedule.* A franchise fee is hereby imposed on Company commencing with the April 2015 billing month, and in accordance with the following fee schedule:

Customer Classification

Amount per Account per Month (\$)

Residential	\$0.58 per month
Firm A	\$0.61 per month
Firm B	\$1.66 per month
Firm C	\$8.05 per month
Small Volume, Dual Fuel A (“SVDF A”)	\$37.00 per month
Small Volume, Dual Fuel B (“SVDF B”)	\$50.00 per month
Large Volume, Dual Fuel (“LVDF”)	\$50.00 per month

(d) *Account Fee.* This fee is an account based fee and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter, but only one account, only one fee shall be assessed to that account. In the event any entities covered by this ordinance have more than one account, each account shall be subject to the appropriate fee. In the event a question arises as to the proper fee amount for any account, the highest possible fee amount shall apply.

(e) *Payment.* Franchise fees are to be collected by the Company and submitted to the City as follows:

- January – March collections due by April 30.
- April – June collections due by July 31.
- July – September collections due by October 31.
- October – December collections due by January 31.

(f) *Record Support for Payment.* The Company shall make each payment when due and, if requested by the City, shall provide a statement summarizing how the franchise fee payment was determined, including information showing any adjustments to the total made to account for any non-collectible accounts, refunds or error corrections. The Company shall permit the City, and its representatives, access to the Company’s records for the purpose of verifying such statements.

(g) *Payment Adjustments.* Payment to the City will be adjusted where the Company is unable to collect the franchise fee. This includes non-collectible accounts

(h) *Surcharge.* The City recognizes that the Minnesota Public Utilities Commission may allow the Company to add a surcharge to customer rates of city residents to reimburse the Company for the cost of the fee.

(i) *Dispute Resolution.* If either party asserts that the other party is in default in the performance of any obligation hereunder, the complaining party shall notify the other party of the default and the desired remedy. The notification shall be written. Representatives of the parties must promptly meet and attempt in good faith to negotiate a resolution of the dispute. If the dispute is not resolved within 30 days of the written notice, the parties may jointly select a mediator to facilitate further discussion. The parties will equally share the fees and expenses of this mediator. If a mediator is not used or if the parties are unable to resolve the dispute within 30 days after first meeting with the selected mediator, either party may commence an action in District Court to interpret and enforce this ordinance or for such other relief permitted by law.

(j) *Effective Date of Franchise Fee.* The effective date of this Ordinance shall be after its publication and ninety (90) days or more after sending written notice enclosing a copy of this adopted Ordinance to Company by certified mail. Collection of the fee shall commence as provided above.

(k) *Relation to Franchise Agreement.* This ordinance is enacted in compliance with the Franchise Agreement and shall be interpreted as such.

(l) *Periodic Review.* The City Council shall review this ordinance every two years in whatever manner the Administrator, Clerk/Treasurer then determines to be appropriate, including, but not limited to, review by the City Council in either a work session or a regular session. Failure to review this ordinance shall not in any way invalidate or limit it.

(m) *Permit Fees.* The Company will administer the collection and payment of franchise fees to the City in lieu of permit fees, or other fees that may otherwise be imposed on the Company in relation to its operations as a public utility in the City so long as the following requirements are met:

(1) The Company applies for any and all permits, licenses and similar documentation as though this provision did not exist.

(2) The Company requests the fee to be waived at the time of application.

Section 2: Effective Date. This ordinance takes effect as provided herein.

PASSED AND ADOPTED BY THE CITY COUNCIL THIS [REDACTED] DAY OF DECEMBER, 2014.

[REDACTED]
[REDACTED], Mayor

ATTEST:

[REDACTED]
[REDACTED], City Clerk

(Published in the [REDACTED] the [REDACTED] day of [REDACTED])

Franchise Settlement Agreement

Background

The Cable Franchise between Comcast and the City is presently set to expire in November, 2017. Comcast recently sent correspondence requesting the franchise be renewed. Comcast also recently filed an application with the North Metro Telecommunications Commission (the “NMTC”) requesting that its franchise be transferred to Midwest Cable. There also remains pending certain franchise compliance issues and certain needs and interests of the NMTC that need to be addressed. Mike Bradley, attorney for the NMTC, in consultation with NMTC leadership, negotiated a Franchise Settlement Agreement with Comcast that addresses several of these issues. The following are some highlights of the Agreement:

- Cable Franchise to be extended through December 31, 2020. This will allow the NMTC to avoid the costs of a typically expensive renewal process for another 3 years, allowing it to focus its resources on its member cities’ needs.
- A MOU from 1996 will also be extended through December 31, 2020. The MOU contains a financial commitment from Comcast for the support of the NMTC. It results in approximately \$800,000 of funding per year.
- In the event the Franchise rolls over past the expiration date, the MOU will do the same. This helps to ensure the Member Cities that the funding for the NMTC will not end until a renewed franchise is agreed upon.
- NMTC upon 90 days’ notice will receive 1 high definition (HD) channel (replacing a standard definition (SD) channel) with provisions for channel placement and quality. NMTC currently has no HD channels. This will give HD subscribers access to NMTC programming with the best signal quality.
- NMTC will have the option after 12 months to replace an additional SD channel with an HD channel, giving the NMTC 2 HD channels and 4 SD channels.
- NMTC will have access to the Electronic Programming Guide, which will allow viewers to view programming information of the NMTC across multiple platforms.
- Comcast will pay NMTC approximately \$31,000 for a franchise fee underpayment. NMTC benefitted from findings by another of Mr. Bradley’s clients without having to expend any additional resources on a financial expert.
- Comcast will provide 3 digital converters to all municipal locations receiving complementary drops and outlets. Comcast will also provide an additional 30 HD boxes to be placed at municipal locations at NMTC’s discretion. This should cover all of the outlets at municipal locations currently receiving complementary service.

- Small refund of approximately \$20,000 total to cable subscribers.
- Payment of legal fees associated with the transfer application.
- Comcast will be relieved of its commitment to provide Universal PEG Service in the future, but existing Universal PEG Service subscribers will be grandfathered. There are only 81 such subscribers and Comcast recovers the cost of providing the service out of the PEG fee currently.
- Consent to the Transfer Application. Comcast has submitted an application requesting that the NMTC approve a transfer of the Comcast franchise to Midwest Cable. Midwest Cable will do business as GreatLand. The attached resolution was negotiated with both Comcast and GreatLand. The resolution lists several contingencies, including the actual closing of the proposed transaction, receipt of necessary federal approvals, executing a guaranty of performance and executing a guaranty regarding rates.

Cable Television Franchise Ordinance Amendment

Staff has prepared a Cable Television Franchise Ordinance Amendment for the City. It extends the existing Cable Television Franchise Ordinance through December 31, 2020 and updates the PEG channel commitments of Comcast consistent with the Franchise Settlement Agreement. It also requires Comcast's acceptance.

Staff Recommendation

The Staff Recommendation is to (1) approve the Conditional Transfer Approval Resolution; and (2) to adopt of the Franchise Amendment Ordinance.

ORDINANCE NO. 405

CABLE TELEVISION FRANCHISE ORDINANCE AMENDMENT

The City of Spring Lake Park, Counties of Anoka and Ramsey, State of Minnesota (the “City”) ordains as follows:

Section 1. Section 2.4, entitled “Franchise Term” of the City’s Cable Television Franchise Ordinance (Ord. No. 335), shall be amended as follows:

4. Franchise Term. Pursuant to the Franchise Settlement Agreement dated December 17, 2014, this Franchise shall be in effect through December 31, 2020 for a period of fifteen (15) years, such term commencing on the Effective Date specified in Section 2.10, unless sooner renewed, revoked or terminated as herein provided.

Section 2. The following shall be added to the end of Section 6.1.2 of the City’s Cable Television Franchise Ordinance:

Upon 90 days’ notice, Grantee will carry one of the PEG channels in a high definition (HD) format on the cable system such that the City will continue to have 6 PEG Channels; 5 carried in standard definition and 1 carried in high definition. The City represents that it has or will have available by that date sufficient local, non-character generated programming in HD format so as to provide content of value to viewers and not have a blank channel. Any time after December 16, 2015, Grantee will carry an additional PEG channel in high definition in the same manner as the first high definition channel, such that the City will continue to have 6 PEG Channels; 4 carried in standard definition and 2 carried in high definition.

Grantee will deliver the high definition signal to subscribers so that it is viewable without degradation, provided that it is not required to deliver a HD PEG Channel at a resolution higher than the highest resolution used in connection with the delivery of local broadcast signals to the public. Grantee may implement HD carriage of the PEG channel in any manner (including selection of compression, utilization of IP, amount of system capacity or bandwidth, and other processing characteristics) that produces a signal as accessible, functional, useable and of a quality comparable (meaning indistinguishable to the viewer) to broadcast HD channels carried on the cable system.

The HD PEG Channel will be assigned a number near the other high definition local broadcast stations if such channel positions are not already taken, or if that is not possible, near high definition news/public affairs programming channels if such channel positions are not already taken, or if not possible, as reasonably close as available channel numbering will allow.

City acknowledges that HD programming may require the viewer to have special viewer equipment (such as an HDTV and an HD-capable digital device/receiver), but any subscriber who can view an HD signal delivered via the cable system at a receiver shall also be able to view the HD PEG channel at that receiver, without additional charges or equipment. By agreeing to make PEG available in HD format, Grantee is not agreeing it may be required to provide free HD equipment to customers including complimentary municipal and educational accounts and universal service accounts, nor modify its equipment or pricing policies in any manner. City acknowledges that not every customer may be able to view HD PEG programming (for example, because they don't have an HDTV in their home or have chosen not to take an HD capable receiving device from Grantee or other equipment provider) or on every TV in the home.

Grantee will provide a bill message announcing the launch of the HD PEG channel; however City acknowledges that not all customers may receive the bill message notice in advance of the channel launch in the interests of launching the channel sooner.

Grantee will make available to the City the ability to place PEG channel programming information on the interactive channel guide by putting the City in contact with the electronic programming guide vendor ("EPG provider") that provides the guide service. Grantee will be responsible for providing the designations and instructions necessary to ensure the channels will appear on the programming guide throughout the jurisdictions that are part of the City and any necessary headend costs associated therewith. The City shall be responsible for providing programming information to the EPG provider and for any costs the EPG provider charges to programmers who participate in its service. This obligation shall not apply to any PEG channels for which there is a technical impediment to providing guide listings, for example, in the event a PEG channel is narrowcasted or split among more than one PEG programmer or source such that not all viewers see the same programming on that channel.

Section 3. This Ordinance shall be effective upon the acceptance of Comcast of Minnesota, Inc.

Passed and adopted this 5th day of January, 2015.

Attest:

**CITY OF SPRING LAKE PARK,
MINNESOTA**

By: _____
Its: Administrator, Clerk/Treasurer

By: _____
Its: Mayor

ACCEPTED: This Cable Television Franchise Ordinance Amendment is accepted and we agree to be bound by its terms and conditions.

COMCAST OF MINNESOTA, INC.

Dated: _____

By: _____
Its: _____

RESOLUTION NO. 15-01

A RESOLUTION CONDITIONALLY GRANTING THE CONSENT TO THE TRANSFER OF CONTROL OF THE CABLE TELEVISION FRANCHISE AND CABLE TELEVISION SYSTEM FROM COMCAST CORPORATION TO GREATLAND CONNECTIONS, INC.

WHEREAS, the North Metro Telecommunications Commission (“NMTC”), a Joint Powers Commission comprised of the municipalities of Blaine, Centerville, Circle Pines, Ham Lake, Lexington, Lino Lakes and Spring Lake Park, Minnesota (“Member Cities”); and

WHEREAS, Comcast of Minnesota, Inc., (“Franchisee”) holds a franchise (the “Franchise”) with each of the Member Cities to operate a cable television system (the “System”) in each respective member city pursuant to a franchise ordinance (the “Franchise Ordinance”); and

WHEREAS, Section 10.5.1 of the Franchise Ordinance requires the City’s prior consent to a fundamental corporate change, including a merger or a change in Franchisee’s parent corporation; and

WHEREAS, the NMTC’s Joint Powers Agreement includes the power to administer and enforce the Franchise; and

WHEREAS, after a series of transfers, Comcast of Minnesota, Inc., was approved by the NMTC and/or the Member Cities as the Franchise holder, pursuant to prior transfer resolutions (the “Prior Transfer Resolutions”). The Prior Transfer Resolutions, the Franchise, the Franchise Ordinance, and the Franchise Settlement Agreement together with any applicable resolutions, codes, ordinances, acceptances, acknowledgments, guarantees, amendments, memoranda of understanding, social contracts and agreements, are collectively referred to as the “Franchise Documents;” and

WHEREAS, Comcast of Minnesota, Inc., is an indirect, wholly-owned subsidiary of Comcast Corporation (“Comcast”); and

WHEREAS, Comcast, as the ultimate parent corporation of Franchisee, has agreed to divest and transfer the Franchise and Cable System to Midwest Cable, Inc., in a process described in the Transfer Application (the “Proposed Transaction”); and

WHEREAS, immediately following the closing of the Proposed Transaction, Midwest Cable, Inc., will be renamed GreatLand Connections, Inc., and, for the purposes of this Resolution, the transfer applicant will be referred to as “GreatLand” throughout; and

WHEREAS, Comcast filed a Federal Communications Commission Form 394 with the NMTC on June 18, 2014, together with certain attached materials, which documents more fully describe the Proposed Transaction and which documents, with their attachments, contain certain promises, conditions, representations and warranties (the “Transfer Application”); and

WHEREAS, under the Proposed Transaction, the Franchise and Cable System will stay with Franchisee, and its ultimate parent company will be GreatLand; and

WHEREAS, under the Proposed Transaction, the ultimate ownership and control of the Franchisee and the System will change, and it requires the prior written approval of the Member Cities; and

WHEREAS, Comcast, through its subsidiaries, provided written responses to some of the data requests issued by the NMTC, including directing the representatives of the NMTC to publicly filed and available information, and information posted to Comcast Corporation and other websites (the “Data Request Responses”); and

WHEREAS, the NMTC reviewed the Transfer Application and considered all applicable and relevant factors; and

WHEREAS, in reliance upon the representations made by and on behalf of Comcast of Minnesota, Inc., Comcast, and GreatLand, to the NMTC, the NMTC recommended that the Member Cities grant consent to the Proposed Transaction, so long as those representations are complete and accurate; and

WHEREAS, the City’s approval of the Proposed Transaction is therefore appropriate if the Franchisee will continue to be responsible for all acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) franchise renewal.

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

Section 1. The City consents to and approves of the Transfer Application in accordance with the Franchise Ordinance, subject to the following conditions:

- 1.1 Neither the Franchise, nor any control thereof, nor the System, nor any part of the System located in any municipal public rights-of-way in the City or on municipal property, shall be assigned or transferred, in whole or in part, without filing a written application with the NMTC and obtaining prior written approval of such transfer or assignment, but only to the extent required by applicable law.
- 1.2 The City’s approval of the Transfer Application is made without prejudice to, or waiver of, its and/or the NMTC’s right to fully investigate and consider during any future franchise renewal process: (i) Franchisee’s financial, technical, and legal qualifications; (ii) Franchisee’s compliance with the Franchise Documents, except as set forth in the Franchise Settlement Agreement; and (iii) any other lawful, relevant considerations.
- 1.3 The approval of the Transfer Application is made without prejudice to, or waiver of, any right to consider or raise claims based on Franchisee’s defaults, any failure to provide reasonable service in light of the community’s needs, or any failure to comply with the

terms and conditions of the Franchise Documents, or with applicable law, except as set forth in the Franchise Settlement Agreement.

- 1.4 Subject to the Franchise Settlement Agreement, the NMTC and the City waive none of their rights with respect to the Franchisee's compliance with the terms, conditions, requirements and obligations set forth in the Franchise Documents and in applicable law. The City's approval of the Transfer Application shall in no way be deemed a representation by the City or the NMTC that the Franchisee is in compliance with all of its obligations under the Franchise Documents and applicable law.
- 1.5 After the Proposed Transaction, GreatLand and Franchisee will be bound by all the commitments, duties, and obligations, present and continuing, embodied in the Franchise Documents and applicable law. The Proposed Transaction will have no effect on these obligations.
- 1.6 GreatLand shall provide an executed written certification in the form attached hereto within thirty (30) days after consummation of the Proposed Transaction, guarantying the full performance of the Franchisee. GreatLand shall provide the NMTC and the City with written notification that the Proposed Transaction closed within ten (10) days after the closing;
- 1.7 GreatLand will comply with any and all conditions or requirements applicable to GreatLand set forth in all approvals granted by federal agencies with respect to the Proposed Transaction and Transfer Application (including any conditions with respect to programming agreements), such conditions or requirements to be exclusively enforced at the federal level;
- 1.8 GreatLand shall provide a written guarantee in the form attached hereto within thirty (30) days of the effective date of this Resolution specifying that subscriber rates and charges in the City will not increase as a result of the costs of the Proposed Transaction;
- 1.9 After the Proposed Transaction is consummated, GreatLand and Franchisee will continue to be responsible for all past acts and omissions, known and unknown, under the Franchise Documents and applicable law for all purposes, including (but not limited to) Franchise renewal to the same extent and in the same manner as before the Proposed Transaction, subject to the terms of the Franchise Settlement Agreement.
- 1.10 Nothing in this Resolution amends or alters the Franchise Documents or any requirements therein in any way, and all provisions of the Franchise Documents remain in full force and effect and are enforceable in accordance with their terms and with applicable law.
- 1.11 The Proposed Transaction shall not permit GreatLand and Franchisee to take any position or exercise any right with respect to the Franchise Documents and the relationship thereby established with the NMTC and the City that could not have been exercised prior to the Proposed Transaction.

- 1.12 GreatLand assures that it will cause to be made available adequate financial resources to allow Franchisee to meet its obligations under the Franchise Documents, including without limitation operational and customer service requirements.
- 1.13 The City is not waiving any rights it may have to require franchise fee payments on present and future services delivered by GreatLand or its subsidiaries and affiliates via the cable system;
- 1.14 The City is not waiving any right it may have related to any net neutrality, open access, and information services issues;
- 1.15 Receipt of any and all state and federal approvals and authorizations;
- 1.16 Actual closing of the Proposed Transaction consistent with the transfer application; and

Section 2. If any of the conditions or requirements specified in this Resolution are not satisfied, then the City's consent to, and approval of, the Transfer Application and Proposed Transaction is hereby DENIED and void as of the date hereof.

Section 3. If any of the written representations made to the NMTC in the Transfer Application proceeding by (i) Comcast of Minnesota, Inc., (ii) Comcast or (iii) GreatLand, (iv) any subsidiary or representative of the foregoing prove to be materially incomplete, untrue or inaccurate in any material respect, it shall be deemed a material breach of the Franchise Documents and applicable law, and subject to the remedies contained in the Franchise Documents and applicable law.

Section 4. This Resolution shall not be construed to grant or imply the City's consent to any other transfer or assignment of the Franchises or any other transaction that may require the City's consent under the Franchise Ordinances or applicable law. The City reserves all its rights with regard to any such transactions.

Section 5. This Resolution is a final decision on the Transfer Application within the meaning of 47 U.S.C. § 537.

Section 6. The transfer of control of the Franchise from Comcast to GreatLand shall not take effect until the consummation of the Proposed Transaction.

Section 7. This Resolution shall be effective immediately upon its adoption by the City.

Adopted by the City of Spring Lake Park this 5th day of January, 2015.

APPROVED BY:

Mayor

ATTEST:

City Clerk

Attachment 1
Form of Guaranty of Performance

GUARANTY OF PERFORMANCE

GreatLand Connections, Inc., as the ultimate parent entity of Comcast of Minnesota, Inc., the Franchisee, upon closing of the proposed transaction (as defined in City of Spring Lake Park Resolution No. 15-01) certifies that it has sufficient financial resources and will at all times make available all necessary financial resources to ensure that the Franchisee has the capability to operate and maintain the System in accordance with the Franchise and applicable laws, regulations codes and standards, and to fully comply at all times with the Franchise, and applicable laws, regulations, codes and standards and guarantees such performance. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.

By: _____

Name: _____

Title: _____

Address:

Attachment 2
Form of Guaranty Regarding Rates

GUARANTY REGARDING RATES

GreatLand Connections, Inc., upon closing of the proposed transaction (as defined in City of Spring Lake Park Resolution No. 15-01), guarantees that rates and charges for cable service offered by _____, the Franchisee in the NMTC, will not increase as a result of the cost of the proposed transaction. GreatLand Connections, Inc., agrees that any failure to adhere to this guaranty shall be deemed a violation of the Franchise held by the Franchisee.

EXECUTED as of _____.

GreatLand Connections, Inc.,

By: _____

Name: _____

Title: _____

Address:



CITY OF SPRING LAKE PARK

1301 Eighty First Avenue NE

Spring Lake Park, MN 55432

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

2015 APPOINTMENTS

I. ELECTED OFFICIALS

POSITION	TERM	NAME	TERM EXPIRES
Mayor	4 Years	Cindy Hansen	12/31/18
Councilmember	4 Years	Jeanne Mason	12/31/18
Councilmember	4 Years	Bob Nelson	12/31/16
Councilmember	4 Years	Ken Wendling	12/31/18
Councilmember	4 Years	Bill Nash	12/31/16

II. ANNUAL APPOINTMENTS AT FIRST MEETING OF THE YEAR

POSITION	TERM	NAME	TERM EXPIRES
Acting Mayor	Annual	Jeanne Mason	1/4/16
Official Newspaper	Annual	Blaine/SLP Life	1/4/16
Official Depository	Annual	Wells Fargo Bank	1/4/16
		UBS	1/4/16
		Morgan Stanley	1/4/16
Agent of Record	Annual	Northern Capital Insurance	1/4/16
Attorney	Annual	Carson, Clelland & Schreder	1/4/16
Auditor	Annual	Smith Schafer	1/4/16
Engineer	Annual	Stantec	1/4/16
Weed Inspector	Annual	Mayor	1/4/16
Asst. Weed Inspector	Annual	Terry Randall	1/4/16
Animal Control	Annual		1/4/16

III. COUNCIL COMMITTEES

COMMITTEE	TERM	NAME	TERM EXPIRES
Parks & Recreation Commission Liaison	Annual	Jeanne Mason	1/4/16
Parks & Recreation Commission Alternate	Annual	Ken Wendling	1/4/16
Anoka County Joint Law Enforcement Council	Annual	Cindy Hansen	1/4/16
Anoka County Joint Law Enforcement Council – Alt.	Annual	Jeanne Mason	1/4/16
Anoka County Fire Protection Council	Annual	Cindy Hansen	1/4/16
Anoka County Fire Protection Council – Alternate	Annual	Bob Nelson	1/4/16

COMMITTEE	TERM	NAME	TERM EXPIRES
Liquor Commission	Annual	Cindy Hansen	1/4/16
Liquor Commission	Annual	Bill Nash	1/4/16
Liquor Commission	Annual	Dan Buchholtz	1/4/16
Beyond the Yellow Ribbon	Annual	Cindy Hansen	1/4/16
Beyond the Yellow Ribbon	Annual	Bob Nelson	1/4/16
Variance Committee	Annual	Ken Wendling	1/4/16
Variance Committee	Annual	Bob Nelson	1/4/16
Variance Committee	Annual	Lisa Dircks	1/4/16
Fire Department Liaison	Annual	Bill Nash	1/4/16
Negotiations – Police	Annual	Ken Wendling	1/4/16
Negotiations – Police	Annual	Bob Nelson	1/4/16
Negotiations – Police	Annual	Dan Buchholtz	1/4/16
Negotiations – Sergeants	Annual	Bob Nelson	1/4/16
Negotiations – Sergeants	Annual	Ken Wendling	1/4/16
Negotiations – Sergeants	Annual	Dan Buchholtz	1/4/16
Negotiations – Liquor	Annual	Cindy Hansen	1/4/16
Negotiations – Liquor	Annual	Bill Nash	1/4/16
Negotiations – Liquor	Annual	Dan Buchholtz	1/4/16
Negotiations – Public Works	Annual	Cindy Hansen	1/4/16
Negotiations – Public Works	Annual	Jeanne Mason	1/4/16
Negotiations – Public Works	Annual	Dan Buchholtz	1/4/16
Non-Bargained Employee Personnel Committee	Annual	Cindy Hansen	1/4/16
Non-Bargained Employee Personnel Committee	Annual	Jeanne Mason	1/4/16
Non-Bargained Employee Personnel Committee	Annual	Dan Buchholtz	1/4/16
N. Metro Cable Communications Commission	Annual	Jeanne Mason	1/4/16
N. Metro Cable Communications Commission – Alt.	Annual	Cindy Hansen	1/4/16
N. Metro Cable Communications Operations Committee	Annual	Dan Buchholtz	1/4/16

COMMITTEE	TERM	NAME	TERM EXPIRES
Tower Days Committee Liaison	Annual	Bob Nelson	1/4/16
Tower Days Committee Alt.	Annual	Cindy Hansen	1/4/16
School Board Liaison	Annual	Bill Nash	1/4/16
Administrative Committee Fire Protection Services	Annual	Dan Buchholtz	1/4/16
Suburban Rate Authority	Annual	Dan Buchholtz	1/4/16
Suburban Rate Authority – Alt.	Annual	Cindy Hansen	1/4/16
Coon Creek Watershed Dist. Rep.	Annual	Bob Nelson	1/4/16
Coon Creek Watershed Dist. Alt.	Annual	Phil Gravel	1/4/16
Jt. Airport Zoning Board	Annual	Dan Buchholtz	1/4/16
Jt. Airport Zoning Board Alt.	Annual	Cindy Hansen	1/4/16

IV. ADMINISTRATIVE APPOINTMENTS

POSITION	TERM	NAME
Admin, Clerk-Treasurer	Indefinite	Dan Buchholtz
Police Chief	Indefinite	Douglas Ebeltoft
Police Sergeant	Indefinite	Michael Long
Police Sergeant	Indefinite	Joshua Antoine
Parks & Recreation Director	Indefinite	Marian Rygwall
Public Works Director	Indefinite	Terry Randall
Liquor Store Manager	Indefinite	Joyce Swanson
Building Official	Indefinite	Barry Brainard
Plumbing Inspector	Indefinite	Barry Brainard
Fire Marshal	Indefinite	Barry Brainard

V. PLANNING AND ZONING COMMISSION (Municipal Code Chapter 3)

POSITION	TERM	NAME	TERM EXPIRES
Commissioner	3 Years	Vince Smith	12/31/17
Commissioner	3 Years	Larry Raymond	12/31/17
Commissioner	3 Years	Rebecca Becker	12/31/15
Commissioner	3 Years	Lisa Dircks	12/31/15
Commissioner	3 Years	Jeff Bernhagen	12/31/16
Commissioner	3 Years	Doug Eischens	12/31/16
Commissioner	1 Year	Thomas Pho, Student	6/30/15

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

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

VII. PARKS AND RECREATION COMMISSION

POSITION	TERM	NAME	TERM EXPIRES
Commissioner	3 Years	Bradley Delfs	12/31/17
Commissioner	3 Years	Dan Lambert	12/31/17
Commissioner	3 Years	Mark Hoard	12/31/15
Commissioner	3 Years	Ann Radichel	12/31/15
Commissioner	3 Years	Barbara Harlan	12/31/16
Commissioner	3 Years	Wesley Cox	12/31/16
Commissioner	3 Years	Vacant	12/31/17

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: TERRY RANDALL, PUBLIC WORKS DIRECTOR
SUBJECT: AUTHORIZATION TO REPLACE PLUMBING AT CEMSTONE BUILDING
DATE: DECEMBER 30, 2014

I am seeking authorization to contract with Engberg Plumbing Inc. to replace the plumbing in the Cemstone building. Prior to the City purchasing the building, all the plumbing in the building had been removed. In order to bring the building to code and completion, two toilets, one urinal, a shower, two sinks and a hot water heater are needed.

I spoke with Engberg Plumbing Inc., a local contractor and company, for a price quote for the items listed above and installation. The price quoted is \$15,140. The Public Works staff will perform the concrete work that is necessary. I have attached a copy of the quote to my memo. The funds would come from the Utility Renewal and Replacement Budget.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

Engberg Plumbing Inc.
 3030-County Rd J
 Mounds View, MN 55112

Estimate

Date 12/26/2014
 Estimate # 6503

Name / Address

City of Spring Lake Park
 1301-81st Ave Ne
 Spring Lake Park Mn 55432

P.O. #

Terms when completed

Due Date 12/26/2014

Other

Description	Qty	Rate	Total
New Building on 65 and 85th Ave. Att: Terry. Install new plumbing for 2-toilets, 3-sinks, 1-shower, 1-floor drain. Add 1-40-gallon electric water heater and install 1-RPZ assembly for Hotsy equipment and sillcock spigots located on west end of building. Concrete work done by others. Labor and Material to Install plumbing as per request.		15,140.00	15,140.00
		Subtotal	\$15,140.00
		Sales Tax (7.125%)	\$0.00
		Total	\$15,140.00

Engberg Plumbing Inc.
 engbergplumbing@comcast.net

763-784-7561
 Fax 763-784-7561

MEMORANDUM

TO: MAYOR HANSEN AND MEMBERS OF THE CITY COUNCIL
FROM: TERRY RANDALL, PUBLIC WORKS DIRECTOR
SUBJECT: REQUEST TO PURCHASE PRESSURE WASHER FOR PUBLIC WORKS BUILDING
DATE: DECEMBER 30, 2014

I am seeking approval to purchase a new Hotsy Pressure Washer for the new Public Works building. This piece of equipment would be used for the washing of all the trucks and would be set up in the wash bay of the new building. This will keep our equipment clean and will try to stop the rusting. We currently use MnDOT to wash our equipment however; their pressure washer is usually in use when we need to use it. There was an old pressure washer in place at the Public Works building but it is not repairable.

I spoke with HotsyMinnesota and the price quote I received from them is \$7,406.10. This quote includes installation and is the price from the state contract. I have attached a copy of the quote to my memo. The funds would come from the small equipment fund.

If you have any questions, please do not hesitate to contact me at 763-784-6491.

HotsyMinnesota.Com

2951 100th Ct. NE
Suite 100
Blaine, MN 55449
(763) 786-5525 (763) 786-5959

Equipment Order

This is an order, not an invoice

Order Date: 12/10/14
Customer No.: SP10491
Order No.: 33443

Bill To:
CITY OF SPRING LAKE
1301 81ST AVE NE
SPRING LAKE PARK, MN 55432

TERRY RANDALL
(763) 784-6491

Ship To:
SPRING LAKE PUBLIC WORKS
1301 81ST AVE NE
SPRING LAKE PARK, MN 55432

Serial Number:

Code:

Date	Ship Via	Sales Person
12/10/14	HOTSY TO DELIVER	BRAD LEE
Quantity		
Required	Shipped	B.O.

Item Number	Description	Unit Price	Amount
1	80.7000 GAS TRAIN 900/1400 SERIES	350.00	350.00
1	70.2680 JUMP GARDEN HOSE 3/4 X 5 FT	39.95	39.95
1	70.2175 STAND MACHINE 900/1400 50"L X 19" W X 48"H	355.00	355.00
1	11096960 HOTSY MODEL 943N 4.0@2000 230/1 NG ETL CERTIFIED TO UL1776	6999.00	6999.00
1	80.3000 KIT, DAMPER & DIVERTER 8"	350.00	350.00
1	70.1360 VENT ADPT 8-10 IN	17.50	17.50
1	70.1365 VENT ADPT 12-10 IN	19.50	19.50
1	80.2010 DOWNSTREAM SOAP SYS 3-5GPM	129.50	129.50
1	154108 HOSE JUMPER 3/8 X 8 FT 4500	26.73	26.73
1	306536 VALVE BALL SS 3/8 2000 WP	34.50	34.50
1	89194370 BRACKET, WALL MOUNT	36.99	36.99
1	87504860 HOSE REEL,PIVOT,100',HOTSY	329.95	329.95
Subtotal			8688.62
Discount			-1737.72
MN Sales Tax			0.00
MN Tr Tax			0.00
Order Total			6950.90

Purchase Order # _____

Signature _____

Print Name _____

Thank You For Your Order

\$7406.10 Total

HotsyMinnesota.Com2951 100th Ct. NE
Suite 100

Blaine, MN 55449

(763) 786-5525 (763) 786-5959

Installation Quote

Date: 12/12/14

Customer No.: SP10491

Quote No.: 2917

Bill To:

CITY OF SPRING LAKE

1301 81ST AVE NE

SPRING LAKE PARK, MN 55432

Ship To:

SPRING LAKE PUBLIC WORKS

1301 81ST AVE NE

SPRING LAKE PARK, MN 55432

Quantity	Item Number	Description	Unit Price	Amount
2.000	LBR - INSTALL	HOURLY LABOR RATE VENTING	65.00	130.00
1	IV13113	31 8" ALUM ECONO TEE	72.10	72.10
1	70.1369	ELBOW GALVINIZED 8"	9.95	9.95
5	IV13114	8"X1' 26GA UNION SL PIPE	6.02	30.10
13	GAS	GAS SUPPLY LINE Labor and Material	8.00	104.00
1.000	LBR - INSTALL	HOURLY LABOR RATE MOUNT HOSE REEL	65.00	65.00
1	98032790	STRAIN RELIEF,CG100-750,1"	20.05	20.05
1		WIRE WHIP	24.00	24.00
			Quote subtotal	455.20
			Quote total	455.20

In Business Since 1976



City of Spring Lake Park

Engineer's Project Status Report

To: Council Members and Staff
From: Phil Gravel

Re: **Status Report for 1.5.15 Meeting**
File No.: R-18GEN

Note: Updated information is shown in *italics*.

2013 Sanitary Sewer Lining Project (193801799).

Terry has reviewed the 1-year warranty televising information. Final payment and project close-out will be processed this winter.

2014 Sanitary Sewer Lining Project (193802594).

The Contractor (Visu-Sewer) has completed the punch-list follow-up work for the project. Terry will verify the completion. Public Works is working with a separate sewer grouting contractor (Infratech) to have grout installed at 34 sewer service laterals that have been identified as having groundwater infiltration. *Infratech has completed most of the work.*

2014-2015 Street Improvement Project (193801577).

A few punch-list items remain for the work completed in 2014. Work on Arthur Street, TH 65 Service Drive, and 81st Avenue will begin in 2015. In January or February, information regarding street striping options will be sent to the residents along 81st Avenue.

Monroe Storm Sewer Grouting (193802705).

This project consists of storm sewer joint repair in Monroe Street. The Contractor (Visu-Sewer) has completed the work and submitted inspection CDs for review. Final payment and project close-out will be processed this winter.

CSAH 35 Turn Lanes and Sidewalk (193802914).

This project includes a feasibility report for the CSAH 35 improvements required as part of the SUP for 8299 Central Avenue. *Anoka County has provided comments regarding options for the sidewalk and turn lanes.*

MS4 Permit

Continue working on completing the required steps for 2014 and the first 3 months of 2015. Ordinance revisions have been approved. *A revised Section 7 of the LSWMP will be submitted to the necessary review agencies for approval.*

Lift Station No. 1 Replacement (193802805).

Bids for the lift station equipment will be received on January 5th (3 quote packages). A hand-out memo with the bid results will be presented at the Council Meeting.

Other issues/projects.

We continue working with representatives from AT&T on their application for antenna modifications on the Arthur St. tower. The antenna changes proposed by Sprint were approved in November 2014.

Feel free to contact Harlan Olson, Cristina Mlejnek, Jim Engfer, Mark Rolfs, Tom Dye, Tyler Johnson, or me if you have any questions or require any additional information.

CORRESPONDENCE



CONNECTING & INNOVATING
SINCE 1913

December 10, 2014

\$ 8193.00 101.34801

To: LMCIT Property/Casualty Members

Budget \$ 7000

From: LMCIT Board of Trustees

Joel Hanson, Administrator, Little Canada

D. Love, Councilmember, Centerville

Rhonda Pownell, Councilmember, Northfield

Jim Miller, Executive Director, LMC

Mark Karnowski, Administrator, Princeton

Dave Callister, Manager, Plymouth

Todd Prafke, Administrator, St. Peter

Re: **2014 Property/Casualty Dividend**

We are very pleased to enclose a check for your share of the \$9.5 million dividend, which the LMCIT property/casualty program is returning.

Also included in this mailing are the following:

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

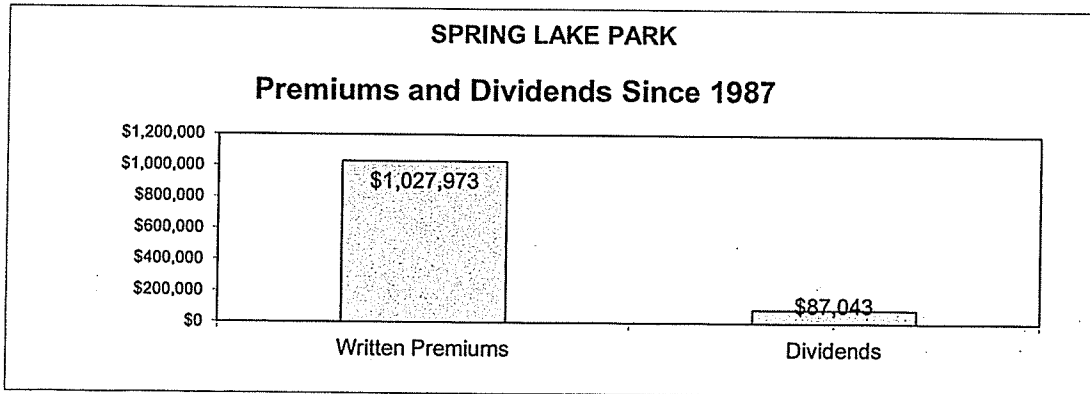
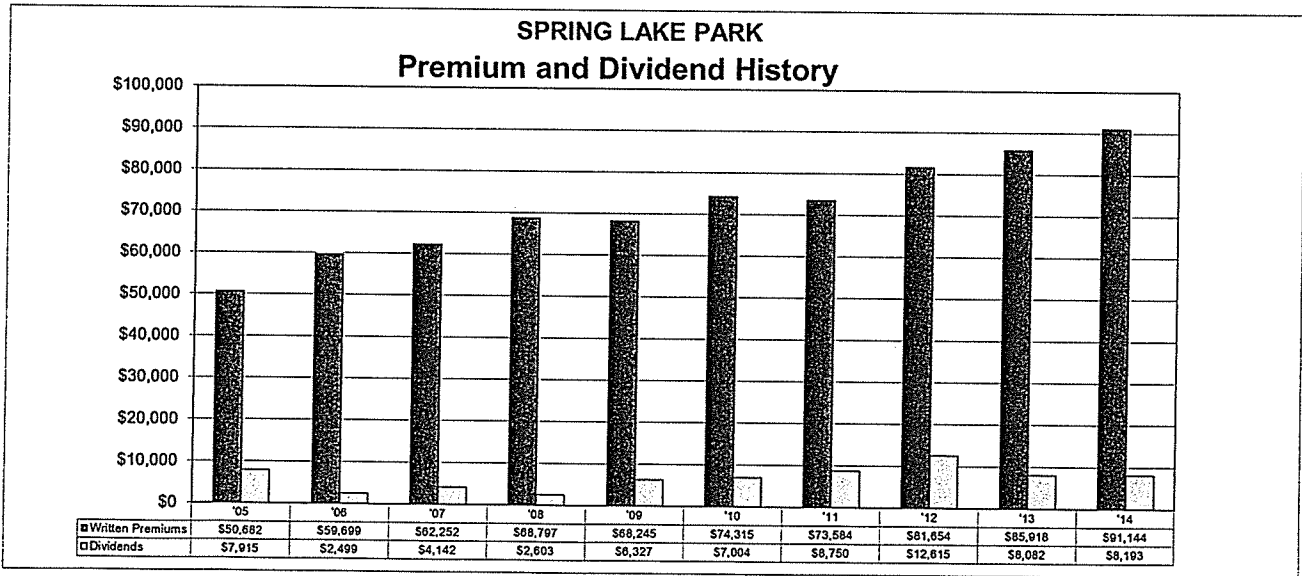
We encourage you to share this information with your city council.

Please feel free to contact Laura Honeck, LMCIT Program Coordinator, at lhoneck@lmc.org or 651-281-1280 if you have any questions or need additional information.

**LEAGUE OF MINNESOTA CITIES INSURANCE TRUST
PROPERTY/CASUALTY
2014 DIVIDEND CALCULATION
AT MAY 31, 2014**

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

SPRING LAKE PARK	GROSS EARNED PREMIUM	\$1,016,577
<i>1301 81ST AVENUE NE</i>	ADJUSTED LOSSES	\$319,830
	MEMBERS DIVIDEND PERCENTAGE	0.00086243394
<i>SPRING LAKE PARK, MN 55432-2116</i>	DIVIDEND AMOUNT	\$8,193



The "gross earned premium" figure is the city's total earned premiums as of May 31, 2014. It includes the premiums for all of the years the city has been an LMCIT property/casualty program member. This is the premium figure that's used in the dividend calculation. The "2014 written premium" figure is the city's total premium for the city's most recent renewal prior to May 31, 2014. Note that for most cities, only a portion of that 2014 written premium would be earned as of May 31, 2014.



CONNECTING & INNOVATING
SINCE 1913

December 10, 2014

To: LMCIT Members and Agents

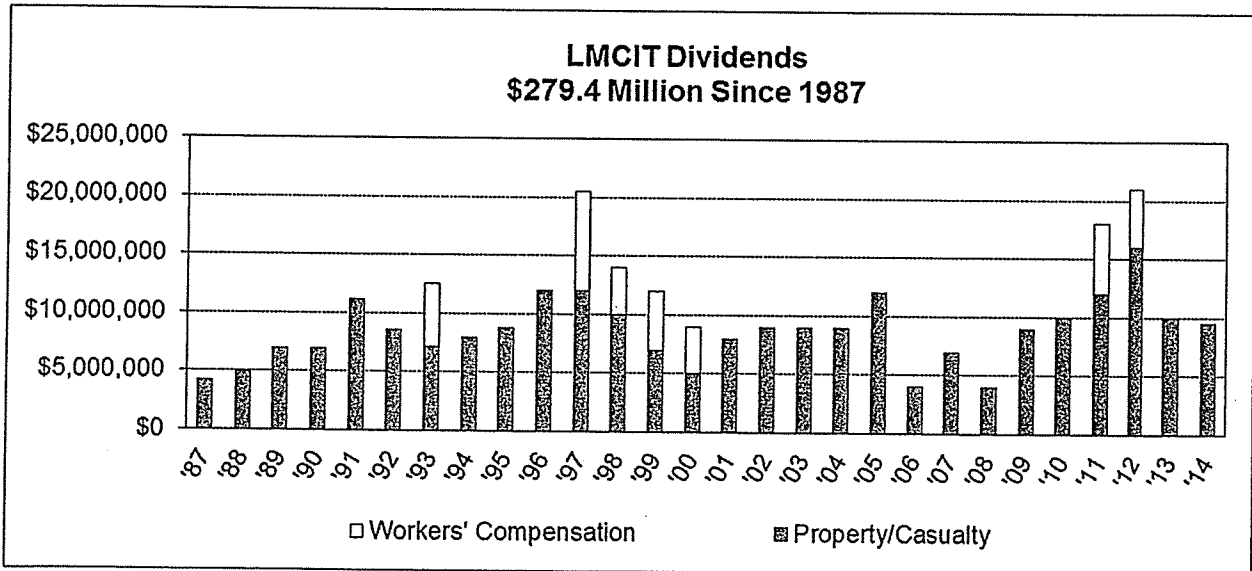
From: LMCIT Board of Trustees

Joel Hanson, Administrator, Little Canada
D. Love, Councilmember, Centerville
Rhonda Pownell, Councilmember, Northfield
Jim Miller, Executive Director, LMC

Mark Karnowski, Administrator, Princeton
Dave Callister, Manager, Plymouth
Todd Prafke, Administrator, St. Peter

Re: 2014 LMCIT Property/Casualty Dividend

Congratulations to members of the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty program on another successful year! Property/casualty members will share in a \$9.5 million dividend this year. This brings the sum of dividends returned to members since 1987 to nearly \$280 million.



Following is information about how LMCIT determines and calculates the dividend, as well as an outlook on future dividends. If you have any questions about the dividend or rate or coverage changes taking place this coming year, please contact your underwriter at 800-925-1122 or 651-281-1200.

Dividend Amount

The dividend amount that is returned in any given year is closely related to premium rates. Very briefly, LMCIT's premium rates are designed to incorporate a safety margin. That is, the premiums generated by LMCIT members, together with LMCIT's investment income, are intended to produce enough revenue to cover losses and expenses even if losses turn out to be greater than projections. If losses turn out to match LMCIT's projections, then the safety margin isn't needed to pay for losses and is available either to be returned to members as a dividend or used to strengthen LMCIT's fund balance. If losses turn out to be lower than projected, those additional savings also become available to be returned to members.

(over)

The actual amount of dividend is largely dependent upon losses experienced by members. It often takes several years before a claim is finalized. LMCIT staff work with information that is continually updated in order to better estimate what losses will ultimately cost. It's important to keep in mind, though, that LMCIT's results and the amount of dividend that can be returned don't just depend on what happened during the current year – it's also affected by changes in estimates of loss costs from earlier years.

The dividend amount this year is possible because of some continued good experience in some of LMCIT's more significant loss areas, but it's worth noting that over the past two years there have been a very large number of claims against LMCIT member cities for alleged violations related to the Drivers Privacy Protection Act (DPPA). Because it's very uncertain what these claims might ultimately cost, the LMCIT Board decided to retain a significant amount of extra funds as a hedge against this potential cost. Hopefully these funds won't be needed to resolve these claims and can be returned to members in the future.

Dividend Determination and Calculation

The first step the LMCIT Board takes in determining a dividend amount is to look at the program's actual fund balance compared to the fund balance targets the Board has established. This year the Trustees determined that \$9.5 million could be returned to member cities.

The next step is to calculate the dividend. Here are the steps to determine the dividend amount for each individual city:

1. Each city's adjusted losses are subtracted from its gross earned premiums.

The enclosed data sheet shows the exact figures that were used to calculate your city's dividend. The "gross earned premium" figure, which is calculated through May 31 of each year, is your city's total of all earned premiums since your city has been a member of LMCIT. The "adjusted loss" figure is your city's losses for all years of participation, minus applicable deductibles, and after capping each individual large loss. For purposes of the dividend formula, each individual loss is capped at the lesser of either your city's earned premium for that year or \$100,000. Without this cap, a small or mid-sized entity that experiences a catastrophic loss might not receive any dividend for many years.

2. After adjusted losses have been subtracted from gross earned premiums for each member city, the remainders for each city are added together. This is the "total" that is used to then calculate each individual city's dividend amount.
3. Each individual city's remainder is then divided by the "total" remainder for all cities. This number is then turned into a percentage. This percentage, which is shown on the enclosed data sheet, is your city's share of the \$9.5 million total that's available as a dividend this year.

The basic concept of the dividend is that the fund balance that LMCIT has at any one time is the cumulative result of all members' premiums and losses since LMCIT began. The dividend formula returns a proportionately greater share to members that have contributed more to that fund balance and to members that have done a good job of avoiding losses.

Future Dividends

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

LMCIT will do its best to estimate and project what loss costs will be, and will continue to return to members any funds that aren't needed for losses, expenses, or reserves. While we can't guarantee future dividends, members should be proud of their success accomplished in controlling losses during 2014.

Correspondence

CITY OF SPRING LAKE PARK

INVOICE

2014 DIVIDEND

DATE

12/11/14

AMOUNT

8,193.00

INVOICE

DATE

DATE OF CHECK

12/11/14

AMOUNT

Check No 00161389

Total Stub

8,193.00

THIS DOCUMENT HAS A COLORED BACKGROUND, AN ULTRAVIOLET INK FEATURE AND A WATERMARK ON THE BACK



145 UNIVERSITY AVE. WEST
ST. PAUL, MN 55103-2044
651/281-1200
WWW.LMC.ORG

USbank
East Grand Forks, MN
75-1592012

NO. 161389

DATE 12/11/14

AMOUNT \$8,193.00

PAY *** Eight thousand one hundred ninety three dollars and no cents

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

James F. Miller

MP



CITY OF SPRING LAKE PARK

Cashier asystadmin
At Front Counter

12/15/14 11:40am 75258

From: LEAGUE OF MN CITIES
2014 INSURANCE DIVIDEN

Balance	-----	0.00
CR INSURANCE DIVID		8193.00
LEAGUE OF MN CITIES		

Balance	-----	0.00
Receipt total		8193.00
CK 161389	-----	8193.00
Change Due		0.00

Thank you!

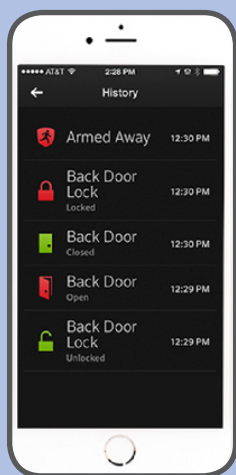
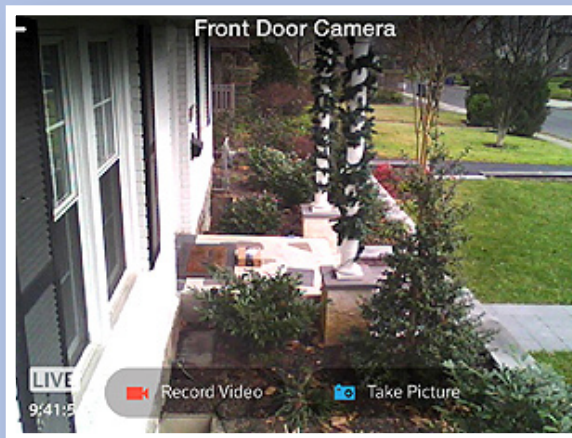
There's No Place Like a Smart Home for the Holidays

It's that time of year where customers will be traveling house-to-house and sometimes state-to-state to visit family and friends. Some trips are quick and others last a few days.

You might be feeling a little anxious about all of the things that you still need to do before you leave. You also might just be worried about leaving your home unattended for an extended period of time.

Here are a few ways to use Xfinity Home to stay connected and keep an eye on what's happening back at home, all from a smartphone, tablet or laptop.

- **Watch the live video feed from your security cameras on your iPhone so you're able to check-in from time-to-time just to make sure all is well in and around your home. You can also check to see if any last minute packages have been delivered to your front door.**



- **Receive real-time text, email and picture alerts to get notified anytime a door or window is opened. If you have a dog walker or pet sitter you can use these features to alert you when they enter and leave your house.**
- **Control your holiday lights remotely or through a lighting schedule. Additionally, active lights make a home look occupied even if you're away.**
- **Adjust your thermostat so that you are not heating an empty house or you just set it and forget it and allow EcoSaver to work its magic and manage your heating and A/C.**
- **Monitor your water sensor to make sure a pipe didn't burst in your basement or water isn't leaking near your washing machine.**

This time of year can be stressful. With Xfinity Home, Comcast is trying to give you one less thing to think about when you're out and about. Happy traveling!

Comcast Recognized for Commitment to Community

Comcast has been named one of the top 50 community-minded companies in America for the second consecutive year by Bloomberg and Points of Light, the largest organization in the world dedicated to volunteer service. In addition to a second consecutive year on *The Civic 50* list, this year Comcast ranked first among our communications industry peers.

The Civic 50 surveys corporations and measures how they use their time, talent, and resources to improve the quality of life in the communities where they do business. Companies were evaluated on several criteria, including how they engage with the communities they serve and integrate these practices in their company culture.



We are honored to receive this distinction – and grateful to all of our employees for their incredible generosity.

In this December Issue...

Smart Home for the Holidays.....1
 Comcast Recognized for Commitment to Community.....1
 Voice Guided TV Using a Remote2

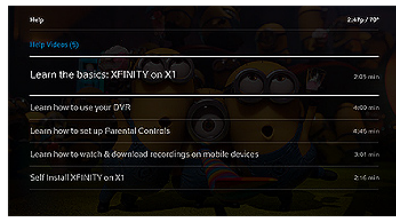
Comcast Renews Franchise2
 10 Ways to Optimize Your Wi-Fi3
 Contact Us3

How to Make Voice Guided TV a Reality Using a Remote

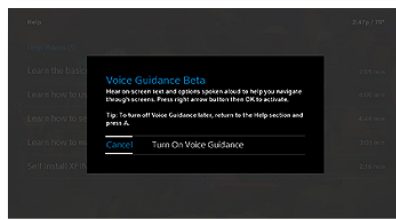
X1 users will soon be able to access a first-of-its-kind, voice-enabled television interface, a solution that will revolutionize the way users, especially those with visual impairments, navigate the X1 platform. The “talking guide” features a female voice that reads aloud selections, such as program titles, network names and time slots, as well as DVR and On Demand settings. Enabling the enhancement is simple: We’ve made it simple for visually impaired users to enable voice guidance by assigning it to the “A” hot button on the X1 remote.



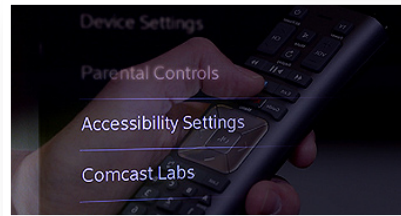
Voice Guidance is now activated. Sighted users will observe an on-screen notification. All users will immediately begin to hear channel names, TV show and movie titles and DVR commands read aloud.



Click “A” to open X1’s help menu.

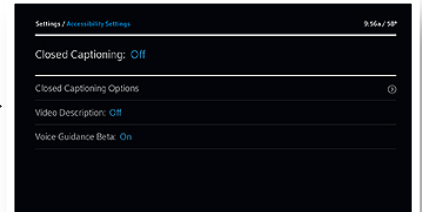


With the help menu open, click “A” once again to access the Voice Guidance shortcut. Arrow right then press “OK” on your remote to toggle on X1’s talking guide. (Tip: This is also the fastest way to disable Voice Guidance)



The “A” hot button is the quickest way to enable Voice Guidance, but it’s not the only way. We’ve added a new “Accessibility Settings” section to our X1 Setting menu where users can access X1’s full slate of accessibility enhancements.

X1’s “Accessibility Settings” is the place to control the platform’s full offering of enhancements for visual and hearing impaired users, including Voice Guidance. Arrow down to Voice Guidance to toggle the feature on and off.



Comcast Renews Franchise with Northwest Suburbs Cable Communication Commission & Northwest Community Television

Comcast recently renewed a 10-year franchise with Northwest Suburbs Cable Communications Commission. **Al Madsen**, Chair, and **Mike Johnson**, Executive Director of Northwest Suburbs Cable Communications Commission, presented Comcast Government Affairs Vice President, **Emmett Coleman** and Director of Government Affairs, **Karly Werner** with a plaque on the completion of the 10-year cable franchise agreement.



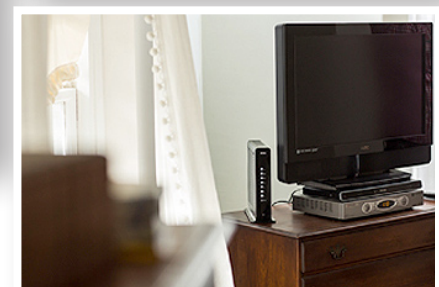
10 Ways You Might be Killing your Home Wi-Fi Signal

This is a popular time of year for hosting friends and family. And stocking up on essentials is a must – drinks, snacks, the list goes on. But, there’s one necessity in your house that might get overlooked: Wi-Fi.

Whether your guests want to show a funny YouTube video, stream the latest Taylor Swift song or post a selfie on Facebook, everyone will want a strong and fast Internet connection.

Here are some tips to make sure the Wi-Fi in your home is battle-tested for the holidays, not to mention every other day of the year:

- 1** Don't put your router on the floor. Get your router off the ground at least 5-7 feet if possible. It's kind of like a light bulb; when you turn it on you want it to shine as far as possible, not straight into the ground.
- 2** A lot of folks default to an upstairs office, but that's usually located in a remote corner of the house. Even worse: the basement; that area makes it hard for the wireless signal to reach all areas of your home. Put your router in the center of the home, preferably on the first floor.
- 3** Don't put your router next to windows. You might as well throw half your signal out the window.
- 4** Avoid locations next to or behind your TV because media components like this can seriously affect your wireless performance. Also, stay away from enclosed consoles with heat producing appliances like a DVD player or game console. Those will also cut down your wireless signal.
- 5** Speaking of devices, steer clear of basic home appliances like cordless phones and microwaves that also can affect performance.
- 6** Don't hide your router. Set it up out in the open, not tucked in a cabinet.
- 7** Got a fish tank? Wireless signals don't pass well through water so keep it away from Nemo and Dory. They won't be using it anyway.
- 8** Figure out where in your house you use wireless most often and put the router within a clean line of site to that room. A central location, off the ground and out in the open, is the ideal location, as seen here. Most signals bounce off walls.
- 9** Limit applications that hog your speed. If your kids are always playing games online or doing video chats, this can make your wireless experience slower for everyone else. You can check your speeds using the **Xfinity Speed Test located here.**
- 10** Regularly reboot your router. There are a lot of software updates made to your equipment that require a restart just like any other consumer device. You can automatically reboot it by using an old outlet timer.



Finally, regardless if you rent or own your wireless router, make sure you have the latest equipment and are running the latest system software. Older wireless routers running older software may not be able to handle the speeds that you receive with your Internet service.

Follow some of these tips, and you'll definitely have your Wi-Fi optimized for your next big event.

Contact Us...

Emmett Coleman
Vice President of Government Affairs
(651) 493-5774
Emmett_Coleman@cable.comcast.com

Allyson Hartle
State Director of Government Affairs
(651) 252-9279
Allyson_Hartle@cable.comcast.com

Kate Hensing
Manager of Government Affairs
(651) 493-5778
Kate_Hensing@cable.comcast.com

Mike Logan
Director of Government Affairs
(651) 493-5776
Michael_Logan2@cable.comcast.com

Karly Werner
Director of Government Affairs
(651) 493-5777
Karly_Werner@cable.comcast.com

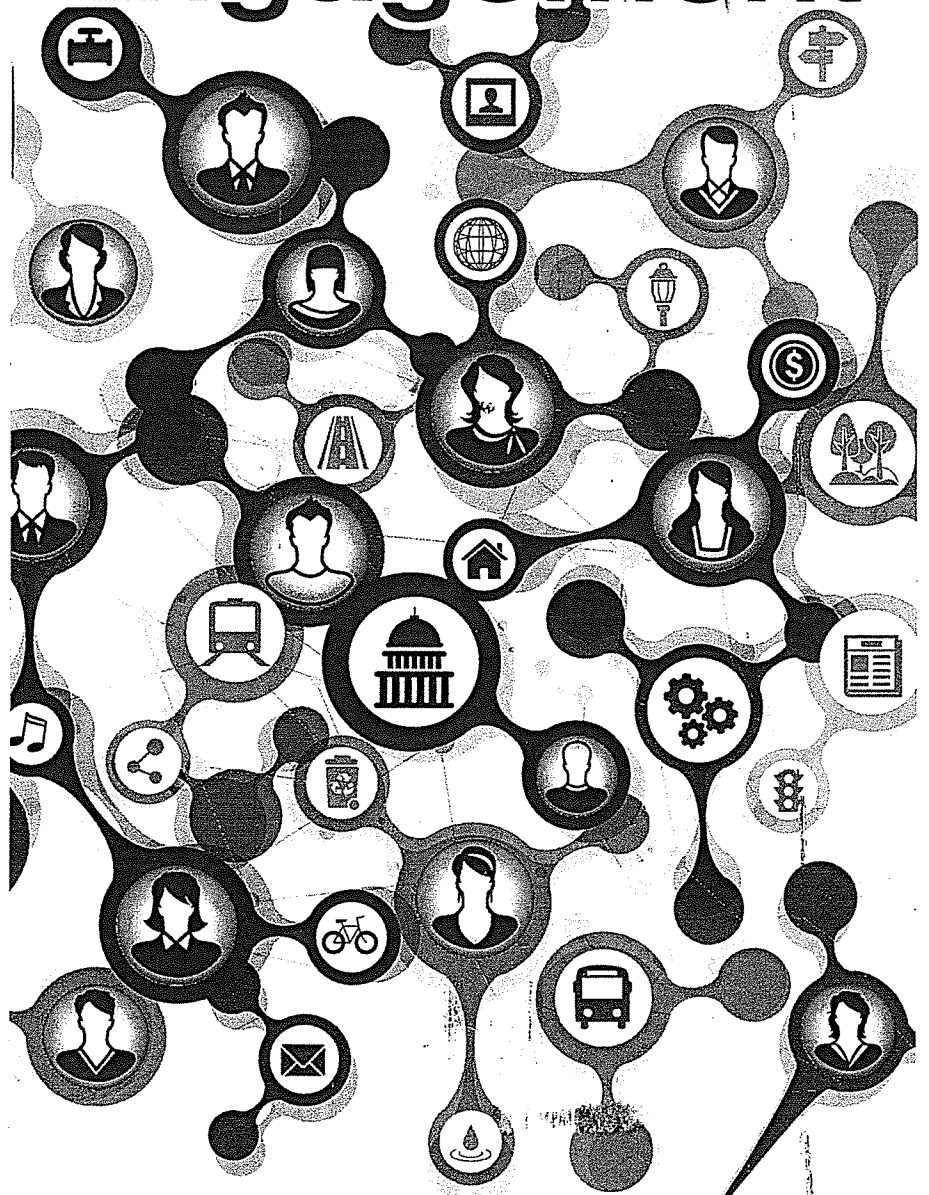
Martin Ludden
Manager of Government Affairs
(651) 493-5780
Martin_Ludden@cable.comcast.com

To stay up to date on Comcast in the Twin Cities Region, please follow us on Twitter
@ComcastMidwest

EXPERIENCED OFFICIALS
2015 LEADERSHIP CONFERENCE

JAN. 30-31—BROOKLYN CENTER

Authentic Public Engagement



**WORKING TOGETHER
TO SOLVE PROBLEMS
AND ACHIEVE
COMMUNITY GOALS**

**REGISTER NOW!
WWW.LMC.ORG/EOC15**

Has your city ever struggled to get the public more involved?

You're not alone—community engagement in today's world can definitely be a challenge!

Join us at the 2015 Experienced Officials Leadership Conference and get tips on how to create successful engagement strategies.

During this interactive, two-day workshop, you will:

- Learn a 10-step plan for building better engagement programs in your city
- Explore proven techniques to re-energize public discussion
- Identify (and overcome!) common barriers to effective engagement efforts
- Learn how to choose—and use—appropriate online and face-to-face strategies and tools

sponsored by:



**JAN. 30-31—BROOKLYN CENTER
\$225 PER PERSON***

**Includes meals and materials—does not include lodging*

**REGISTER TODAY!
WWW.LMC.ORG/EOC15**

145 University Ave. West
St. Paul, MN 55103-2044



PRSRT STD
US POSTAGE PAID
TWIN CITIES MN
PERMIT NO. 3223



*****3-DIGIT 554

Daniel Buchholtz S1022 B1 C4
Admin-Clk-Treas
City Of Spring Lake Park
1301 81st Ave NE
Spring Lake Park MN 55432-2188

Date: December 22, 2014

To: City Administrator

County Administrator

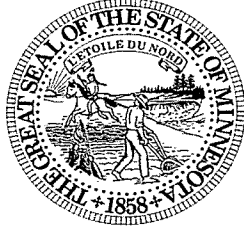
City Clerk

From: Judd Schetnan, Government Affairs Director

Re: Metropolitan Council Vacancies / Candidates

Please find the accompanying letter from Governor Dayton noticing the vacancies of the Metropolitan Council seats. It would be appreciated if you would provide the notice to the elected officials within your jurisdiction.

STATE of MINNESOTA



MARK DAYTON GOVERNOR

DATE: December 22, 2014
TO: Local Government Officials within the Seven-County Metropolitan Area
FROM: Office of Governor Mark Dayton

The purpose of this letter is to inform local government officials that Governor Dayton is seeking applicants for seats on the Metropolitan Council and he invites you to participate in the appointment process.

The individuals selected will be appointed to four-year terms. Please encourage citizens who have an interest in the work of the Council to apply and provide us with any recommendations you may have.

According to statute, applicants must be a resident of the district for which they are seeking appointment and knowledgeable about urban and metropolitan affairs. A map of the Metropolitan Council districts can be found at: <http://metro council.org/About-Us/Maps-Forms-Misc/Met-Council-Districts-Map.aspx>

Metropolitan Council appointments are governed under the Minnesota Open Appointments process administered by the Secretary of State. Interested individuals should contact the Secretary of State's office for an application at 651.556.0643 or visit the website at www.sos.state.mn.us. The Secretary of State published the notice of vacancies on Monday, November 1, 2014 and applicants have until the end of the day on January 9, 2015 to be considered.

After receipt by the Secretary of State, applications will be forwarded to the governor's office. Applications will be reviewed by the Metropolitan Council Nominating Committee and qualified applicants will be invited to appear for an interview with the committee at a public hearing in late January or early February. Following the public meeting, the nominating committee will make its recommendations to the Governor, who ultimately makes the appointment to the Council. The governor does have some discretion, however, and is not required to appoint exclusively from the candidates recommended by the nominating committee.

If you have questions about this appointment process, please contact Judd Schetnan at the Metropolitan Council. He can be reached by email at judd.schetnan@metc.state.mn.us or by phone at 651.602.1142.

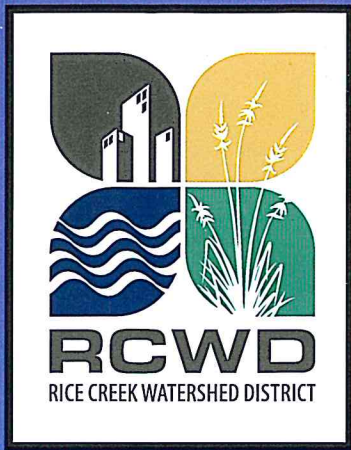
Thank you for your contribution to this important process.

North Metro Telecommunications Commission Meeting Talking Points

December 17, 2014

- ▶ NMTV's instructor Eric Houston's documentary, Anoka and the Tornado of '39 had its premiere at the Anoka County History Center. The documentary chronicles the tragic events of June 18, 1939 and includes interviews with survivors. Extra chairs had to be brought in for the overflow crowd of 88. Metro Sky Watch, an organization of 800 local storm spotters, who supply data to the National Weather Service, requested a copy of the show to present at their annual meeting.
- ▶ Staff producer, T.J. Tronson, worked with the City of Lino Lakes recycling staff to produce a public service announcement encouraging Lino Lakes residents to recycle. He also worked with the Blaine police department to produce a neighborhood watch PSA and a training video on the Anoka County Public Safety Data System.
- ▶ A new public access program has started production. Producer Regan Mizuno leads a 30 minute work-out for individuals who have a limiting condition, such as arthritis or lupus. The program is called Regan Moves and will be produced on a monthly basis.
- ▶ After months of discussion and negotiations the Cable Commission and Comcast have reached an agreement to settle several outstanding franchise issues. The settlement agreement will result in transitioning two Standard Definition (SD) channels to High Definition (HD) as soon as NMTV has the necessary equipment to produce and play-back programs in HD, access to the electronic programming guide, which allows viewers to view programming information of NMTV across multiple platforms, payment of \$31,000 for a franchise fee underpayment, a \$20,000 subscriber refund, payment of legal fees, and, most importantly, the current cable franchise will be extended, by three years, through December 31, 2020. This will allow the NMTC to avoid the costs of a typically expensive renewal process for another 3 years, and will result in approximately \$800,000 in community television funding for each of those extra three years of the franchise. The original franchise was set to expire in 2017. Each City will need to approve the conditional transfer and adopt a cable television franchise ordinance amendment, by the end of January 2015 if possible, but by February 13th at the latest. The documents have been provided to City Administrators.

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



NEWS

FROM RICE CREEK WATERSHED DISTRICT FALL 2014

The Rice Creek Watershed District's (RCWD) mission is to prevent flooding and enhance water quality in harmony with development for the common good.

INSIDE

2 Partnership leads to cleaner water and reduced ground-water pumping

3 Alum treatment gets results

BACK

Development and water resource protection

RCWD Leads the Way for Water Quality and Flood Control Projects Near Long Lake

By Jessica Bromelkamp

WITH A \$3 MILLION CLEAN WATER FUND GRANT FROM THE CLEAN WATER, LAND, AND LEGACY AMENDMENT, RCWD IS PLANNING ITS LARGEST MULTI-PURPOSE PROJECT TO DATE TO IMPROVE WATER QUALITY IN LONG LAKE, LOCATED IN NEW BRIGHTON.



During rain events, runoff from approximately 100,000 acres of urban and suburban land flows into Long Lake. This water is not only high in phosphorous, a nutrient that supports algae growth, but has limited opportunities to soak into the ground. This was especially evident during July, 2011 when many residents in the southwest corner of the District experienced flooding.

Through a formal partnership with the cities of New Brighton, St. Anthony, and Roseville, RCWD identified projects that provide water quality and flood control benefits. RCWD's Board of Managers pledged up to \$4.3 million toward the effort, bringing the project total to as much as \$7.3 million. This partnership will save RCWD time and money while improving Long Lake and the lives of many District residents.

The goal of the **Middle Rice Creek Re-meander and Restoration** project is to stabilize the banks of the creek to prevent soil and ultimately phosphorous from washing downstream into Long Lake. Concept designs are expected in winter 2014-15 with project completion by 2018. RCWD will coordinate with Ramsey County Parks and Recreation to integrate this project into their larger vision for the Rice Creek Commons redevelop-

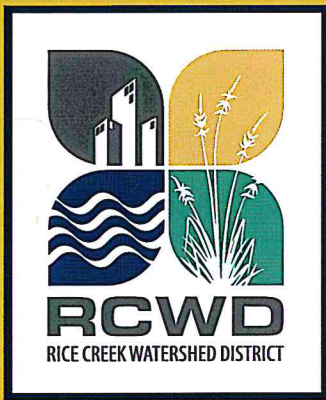
ment area (formerly TCAAP).

RCWD is partnering with the University of Minnesota to **study the behavior and movements of carp** throughout the watershed.

During feeding, carp stir up sediment on the bottom of lakes, decreasing water clarity and freeing up excess nutrients that feed algae growth. RCWD will develop a carp management plan for Long Lake and the surrounding area with activities such as winter aeration, carp barriers, and/or removals.

RCWD and Houston Engineering are working with the cities of New Brighton and St. Anthony to develop **concept design plans for two large stormwater retrofit projects**. Primary goals are to improve the water quality and flood control functions of existing stormwater ponds and incorporate new technologies focused on phosphorous removal. Project features may include removing sediment from the ponds to restore water quality and flood capacity, installing an iron-enhanced sand filter to remove phosphorous, and constructing a stormwater re-use system to irrigate city ball fields. **All projects will be completed by the end of 2018.**

Long Lake in New Brighton.



4325 Pheasant Ridge Drive
Suite 611
Blaine, Minnesota 55449
763-398-3070
www.ricecreek.org

Established in 1972, the RCWD covers 186 square miles of urban and rural land in Anoka, Hennepin, Ramsey, and Washington Counties. Portions of the District can be found in the following municipalities: Arden Hills, Birchwood Village, Blaine, Centerville, Circle Pines, Columbia Heights, Columbus, Dellwood, Falcon Heights, Forest Lake, Fridley, Grant, Hugo, Lauderdale, Lexington, Lino Lakes, Mahtomedi, May Township, Mounds View, New Brighton, Roseville, Saint Anthony, Scandia, Shoreview, Spring Lake Park, White Bear Lake, White Bear Township, and Willernie.

Board of Managers:

Patricia Preiner, *President*
Barbara Haake, *1st Vice President*
John Waller, *2nd Vice President*
Harley Ogata, *Secretary*
Steve Wagamon, *Treasurer*

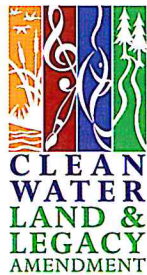
Staff:

Phil Belfiori, *Administrator*
Kyle Axtell, *Water Resource Specialist*
Jessica Bromelkamp, *Education, Outreach and Communication Coordinator*
Chris Buntjer, *Technical Specialist/Permit Reviewer*
Patrick Hughes, *Regulatory/Office Assistant*
Matthew Kocian, *Lake and Stream Specialist*
Samantha Kreibich, *District Technician*
Catherine Nester, *District Technician/Inspector*
Tom Schmidt, *Public Drainage Inspector*
Theresa Stasica, *Office Manager*
Nick Tomczik, *Permit Coordinator/Wetland Specialist*

Photo at top of front page by Ed Nater.

Partnership Leads to Cleaner Water and Reduced Groundwater Pumping

By Jessica Bromelkamp



RCWD received a \$497,100 Clean Water Fund grant from the Clean Water, Land, and Legacy Amendment to construct a large water reuse irrigation project in partnership with the Oneka Ridge Golf Course and the City of Hugo. Project partners provided matching funds and in-kind support.

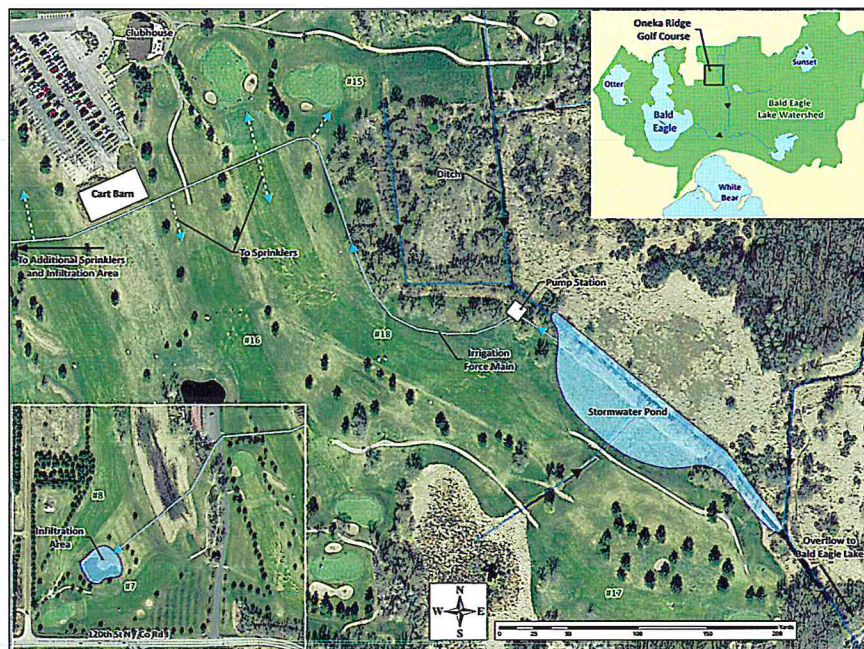
Completed in October 2014, this project collects and stores stormwater runoff from nearly 1,000 acres of land upstream of Bald Eagle Lake and uses it, instead of pumped groundwater, to irrigate 116 acres of the golf course. During rain events, water collects in the pond alongside the 18th fairway. Water that is not needed for irrigation is sent through perforated pipes to recharge the groundwater system.

Estimates suggest that up to 32.5 million gallons of stormwater runoff may be captured and treated through the systems annually, keeping approximately 75 pounds of phosphorous out of Bald Eagle Lake. This amount can grow between 12 and 18 tons of algae, a common problem for Bald Eagle Lake.

All parties had a similar vision and were able to overcome obstacles through compromise, diligence and determination. I am proud to have been part of this unique accomplishment and would like to think this project will be a guide for future land developments.

James Bezanson,
Superintendent, Oneka Ridge Golf Course

In addition to improving water quality in the lake, this project will reduce the golf course's dependence on groundwater pumping for irrigation by as much as 50% each year depending upon rainfall. During a time when groundwater consumption is increasingly important to District residents, cities such as Hugo are stepping forward to make reuse projects like this one



View from the 18th tee box before construction.



View from the 18th tee box after construction.



Alum Treatment Gets Results

a priority. We applaud the city for its efforts and hope this project will serve as an example of how to effectively work with private businesses to achieve water quality goals and reduce groundwater consumption, which ultimately saves the golf course money — truly a win-win for all involved.

Next steps include water quality monitoring for a minimum of five years to determine the system's effectiveness at removing phosphorus from stormwater runoff. The lift station's controls also record the total volume of water pumped to the system allowing us to determine precisely how much water is being used to irrigate the golf course versus soaking back into the ground, which provides additional treatment. This information will be used to continue to refine and adapt the system to maximize its effectiveness.

RCWD led tours of the Oneka Ridge Golf Course Water Reuse Irrigation Project.



By Jessica Bromelkamp

In May, RCWD applied the first of two aluminum sulfate (alum) treatments to Bald Eagle Lake. Alum binds to phosphorous, making it unavailable for hungry algae to eat. Water clarity increases as the amount of algae in the water decreases. Scientists, such as RCWD Lake and Stream Specialist Matt Kocian, test water clarity by lowering a secchi disk into the water until it is no longer visible. Since the alum treatment, water clarity has increased to more than 6 feet on average — exceeding the goal established by residents nearly a decade ago.



RCWD Lake and Stream Specialist Matt Kocian tests water clarity with a secchi disk.

The alum treatment would not have been possible without the foresight and commitment of residents. In 2006, members of the Bald Eagle Area Association went door-to-door in their neighborhoods to build support for creating the Bald Eagle Lake Water Management District. Essentially, residents living on land draining to Bald Eagle Lake have agreed to pay a bit more in taxes to clean up the lake. In this case, the money collected will be used to repay a Clean Water Partnership Loan for approximately half of the total project cost of \$870,000. RCWD paid for the remainder of the project.

Alum treatments are not a silver bullet for all of our water quality woes. Alum only removes phosphorous in

the water column during the time of treatment. Unfortunately, stormwater runoff continues to carry phosphorous, in the form of decaying leaves, grass clippings, oil and grease, and fertilizers, to the lake during rain events. This is especially evident during dry years when scientists see noticeable improvements in water quality.

RCWD is working with residents, cities, and local businesses to capture and treat stormwater runoff before it reaches Bald Eagle Lake. Residents are encouraged to install raingardens through RCWD's cost-share program. RCWD also worked with two landowners to finance and build raingarden demonstration projects in 2014. A tour is planned for spring 2015 to highlight these and other gardening practices for water quality. These kinds of projects are essential to maintain the water quality improvements gained by the alum treatment.



4325 Pheasant Ridge
Drive
Suite 611
Blaine, Minnesota 55449
763-398-3070
763-398-3088 fax
www.ricecreek.org

Development and Water Resource Protection

By Jessica Bromelkamp

RICE CREEK WATERSHED DISTRICT WORKS CLOSELY WITH CITIES, COUNTIES, AND BUSINESSES TO BALANCE PROTECTING OUR WATER RESOURCES WITH MEETING THE NEEDS OF GROWING COMMUNITIES

Watershed districts were created to help manage water resources across city and county lines. Without them, a project occurring upstream of a community may have little oversight or stake in the effects it's having downstream.

Watersheds, like RCWD, create rules to provide clear guidelines for development. Many communities throughout the District are experiencing tremendous growth. As the landscape changes — adding more roads, buildings, and sidewalks — the amount of stormwater runoff increases because water is no longer able to soak into the ground. District rules require that landowners capture and treat water leaving their site during most rain events. In addition, the rate at which water leaves the site generally cannot increase after construction. These actions help prevent flooding or impacts to downstream properties.

RCWD works with landowners to prevent erosion or dirt from washing into nearby lakes, streams, and stormdrains during construction. Activities often include establishing storm-water ponds, street sweeping, planting grass, and installing silt fencing to keep dirt at the site. District inspectors visit active sites periodically to see if construction is moving forward as planned and determine if sufficient erosion control measures are in place to protect water resources.

RCWD's rules provide a foundation for our work throughout the District by ensuring that new construction does not have a lasting negative affect on nearby lakes and streams. Without them, it would be impossible to address existing water quality problems or to prevent them from occurring in the future.

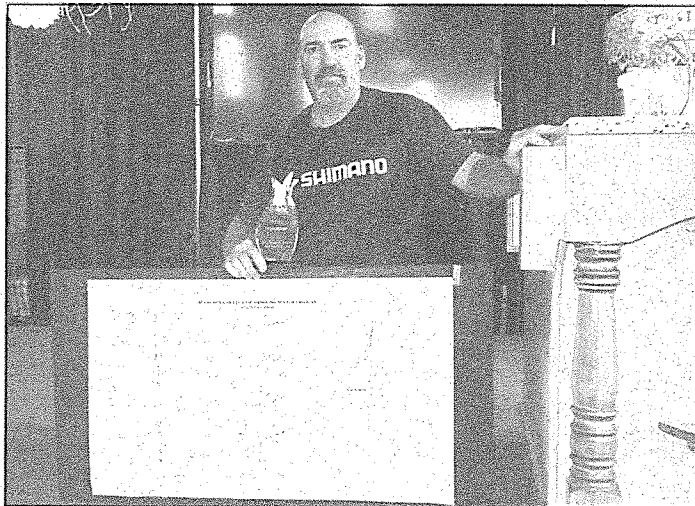




NEWS AND INFORMATION

FOR PUBLIC WATER SUPPLIERS IN MINNESOTA

Fairmont Wins Tap Water Taste Test



Doug Rainforth of Fairmont displays his trophy and the tournament board for winning the Great Minnesota Tap Water Taste Test at the State Fair on August 27. Fairmont water won over International Falls in the final round. North St. Paul and Le Sueur were the other cities that made the Final Four. In addition, Apple Valley, Bloomington, Burnsville, Eagan, Eden Prairie, Grand Marais, Hastings, Lakeville, Lino Lakes, Minneapolis, St. Cloud, St. Paul, St. Peter, and Willmar provided water samples for the contest. Fairmont gets its water from Budd Lake and recently opened a new treatment plant with lime softening, on-site sodium hypochlorite generation for disinfection, rapid sand filters, and granular activated carbon adsorption filters for taste and odor control. Below: while at the fair, Steve Schneider filled his water bottle with the good stuff from a bottle-filling station inside the Eco Experience building.



Water in Haiti



A Haitian woman pumps water from a new well, part of a project from Haiti Outreach, a Minnesota-based organization that is helping Haiti to become a developed country with most of its focus on water. See page 4 for the full story.

Water Operator Exam Dates

December 10, Biwabik

March 5, St. Cloud

March 13, Rochester

April 2, Bloomington

May 6, Spicer

May 15, Ely

June 24, Wahkon

See calendar on back page for more information

EPA Publishes *Flood Resilience Guide* for Water and Wastewater Utilities

The U. S. Environmental Protection Agency (EPA) Water Security Division has released *Flood Resilience: A Basic Guide for Water and Wastewater Utilities*. Drinking water and wastewater utilities are particularly vulnerable to flooding, which can damage pumps, disconnect chemical tanks, break distribution lines, and disrupt power supplies. Targeted to small and medium utilities, the *Flood Resilience Guide* outlines a four-step assessment process to help any water utility understand its flooding threat and identify practical mitigation options to protect its critical assets. With a user-friendly layout, the guide provides worksheets, instructional videos, and flood maps to help utilities through the process. For outreach to the water sector, EPA has partnered with Rural Water organizations in several states to co-present training on flood resilience. EPA also intends to conduct a national webinar to further promote the *Flood Resilience Guide*. The tool may be downloaded from EPA's website at <http://tinyurl.com/o66cllw>.

Pharmaceutical Disposal

Many police departments in Minnesota have drop-off boxes for the disposal of medications and other pharmaceutical materials. In addition, the Eden Prairie police department is providing free disposal bags to its residents.

Companies are also involved in efforts to get people to dispose of pharmaceuticals and personal-care products properly rather than flush them down the toilet, which can result in contamination of water.

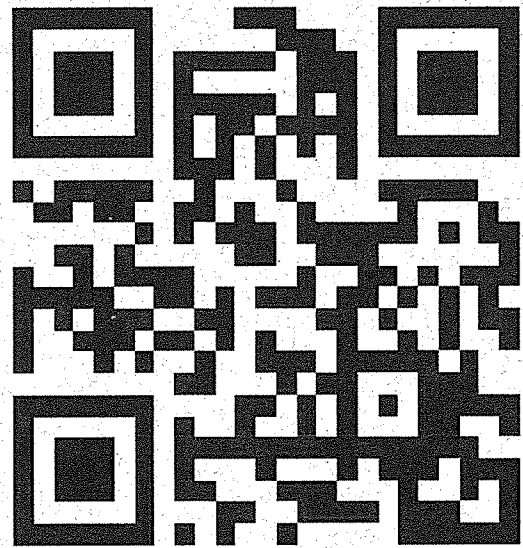
Here is a web site with more information on proper disposal: <http://www.medsaway.com/faq>.

Celebrating 40 Years of SDWA

Organizations are continuing to celebrate the 40th anniversary of the federal Safe Drinking Water Act with activities to commemorate the landmark legislation, which was signed into law by President Gerald Ford on December 16, 1974.

The Minnesota Department of Health is continuing to promote a six-minute video on the significance of SDWA in Minnesota and elsewhere. The video features U. S. Representative Betty McCollum and Steve Schneider, general manager of St. Paul Regional Water Services, as well as former Minnesota Governor Al Quie and former U. S. Vice President Walter Mondale, who both represented the state in Congress when the act was passed.

The video is available at <http://tinyurl.com/jwr9yjn> or by scanning the QR code below.



Be Prepared for Freeze Ups

The graphic is split into two panels. The left panel features a close-up of a water tap with a pencil held vertically next to it to show the desired flow rate. The right panel shows a water service line with icicles hanging from it, indicating a freeze-up.

LET IT RUN!

TO PREVENT FREEZING, PLEASE LEAVE A COLD WATER TAP RUNNING AT A STEADY RATE OF APPROXIMATELY 1/4 INCH (WIDTH OF A #2 PENCIL)

REPORT A FROZEN SERVICE!

Water service lines are freezing in your neighborhood. Contact your water supplier to see what you should do!

The Minnesota Section of American Water Works Association has developed a communications kit for customers and media related to frozen services. The winter of 2013-2014 was particularly cold, resulting in a large number of freeze ups of service lines. The communications kit, *Let It Run! A Special Media Kit for Utilities*, has radio and television, print, and social-media materials and is available at <http://mnawwa.org/pdf/MediKitFrozenWaterLines.pdf>.

The Minnesota Rural Water Association developed a public notice on water-line freezing last year that will be relevant again this winter if similar problems happen. The notice is at <http://www.mrwa.com/PDF/Frozenwaterlinespublicnotice20142.pdf>.

New Videos: *Secure Your Utility and Don't Get Soaked*

The U. S. Environmental Protection Agency has released a video highlighting the importance of developing a security culture at drinking water and wastewater utilities. It describes how the Pima County Regional Wastewater Reclamation Department implemented some of the key features of a protective program and how the utility benefited from its enhanced security. Among the security practices described: developing a security scorecard program and hiring a law enforcement official. The video is available at: <http://tinyurl.com/m24ooeo>.

Also of interest—*Don't Get Soaked: Invest in Emergency Preparedness, Prevention and Mitigation Activities* at <http://tinyurl.com/laxck9a>.

Sun or Water: Which Is Older?

Writing for LiveScience on the Mother Nature Network website, Mike Wall examines this unearthly question in an article, *Much of the Earth's Water Is Older than the Sun*. The subheadline reveals, "Interstellar water likely contains prebiotic organic matter, a good sign that there may be other planets with life on them."

The full story is at <http://tinyurl.com/kd3a8nd>.

New to Drinking Water Protection: Susan Wyatt

Susan Wyatt has joined the MDH Section of Drinking Water Protection to draft the section's Quality Management Plan for environmental work. She is interviewing staff regarding their role in drinking water protection and will draft the section's training plan for ongoing quality improvement activities.



Susan grew up on a farm in northwest Ohio and has a passion for The Ohio State University Buckeyes and for motorized vehicles of all kinds—including antique tractors. While in college, she discovered a passion for classic cars. For four summers in Minnesota, she drove a bright orange Volkswagen microbus, aptly named "Clementine," which she had restored to its shiny 1973 condition. She and Louie, her 10-year old ShihTzu/Bichon puppy, like to spend time at the dog park or take spontaneous country drives to smell the good Minnesota farmland dirt.

A Few More Words to Live By

Every strikeout brings me closer to the next home run.

—Babe Ruth

Imagination, common sense, and courage—even a moderate exercise of these will produce remarkable results. If a man is primarily after wealth, the world can whip him; if he is primarily after pleasure, the world can beat him; but if a man is primarily growing a personality, then he can capitalize on anything that life does to him.

—Dr. Harry Emerson Fosdick

I prefer floaters to sinkers.

—David Rindal

One of the oldest human needs is having someone wonder where you are when you don't come home at night.

—Margaret Mead

It is not the critic who counts, not the man who points out how the strong man stumbles, or where the doer of deeds could have done better. The credit belongs to the man who is actually in the arena; whose face is marred by dust and sweat and blood; who strives valiantly; who errs, who comes short again and again, because there is no effort without error and shortcoming; but who does actually strive to do the deeds; who knows great enthusiasms, the great devotions; who spends himself in a worthy cause; who at the best knows in the end the triumph of high achievement, and who at the worst, if he fails, at least fails while daring greatly, so that his place shall never be with those cold and timid souls who neither know victory nor defeat.

—Teddy Roosevelt

Haiti Outreach Promotes Water Independence

Professionals in the water industry in the United States appreciate the quality of drinking water most Americans receive and that many take for granted. These professionals also know that many places in the world aren't as fortunate and that a lack of safe water is a major factor in problems—both health and economic—that developing countries face.

Some are far away, such as Africa, but a group called Haiti Outreach Inc. is focused on an area only 600 miles from the United States. Sharing the island of Hispaniola with the Dominican Republic—flanked by the Atlantic Ocean and the Caribbean Sea to the north and south and by Cuba and Puerto Rico to the west and east—Haiti is trying to work its way back to the standards of life of its neighbors.

The challenges of many Latin American countries and commonwealths are not as acute as those in Haiti, which is ranked as the poorest in the Americas by the Human Development Index, using statistics related to life expectancy, education, and income. The 30-year reign of François “Papa Doc” and Jean-Claude “Baby Doc” Duvalier caused many citizens to leave the country from 1957 to 1986. “Their dictatorship wiped out more than a generation of the middle class,” said Dale Snyder, the executive director of Haiti Outreach, of the Duvaliers. “The country has not recovered, and it might take another 20 years.” A devastating 2010 earthquake near the capital city of Port-au-Prince was another setback to Haiti's recovery.

With regard to water, Haiti ranked last of the 147 countries studied by Keele University of England for clean and available water.

Haiti Outreach has been working since 1977 to forward its vision of Haiti becoming a developed country with clean water, adequate food, proper sanitation and medical care, electricity and infrastructure, and education and job opportunities for all. Its mission is based on sustainable development and not relief. Snyder said 90 percent of the organization's work focuses on water and that community ownership, management training, and effective use of the economic system are the keys to their work and what distinguishes their

organization. “Many relief-based non-profits, however well-intentioned, create dependency, which is counterproductive to moving Haiti forward as a developed country.”

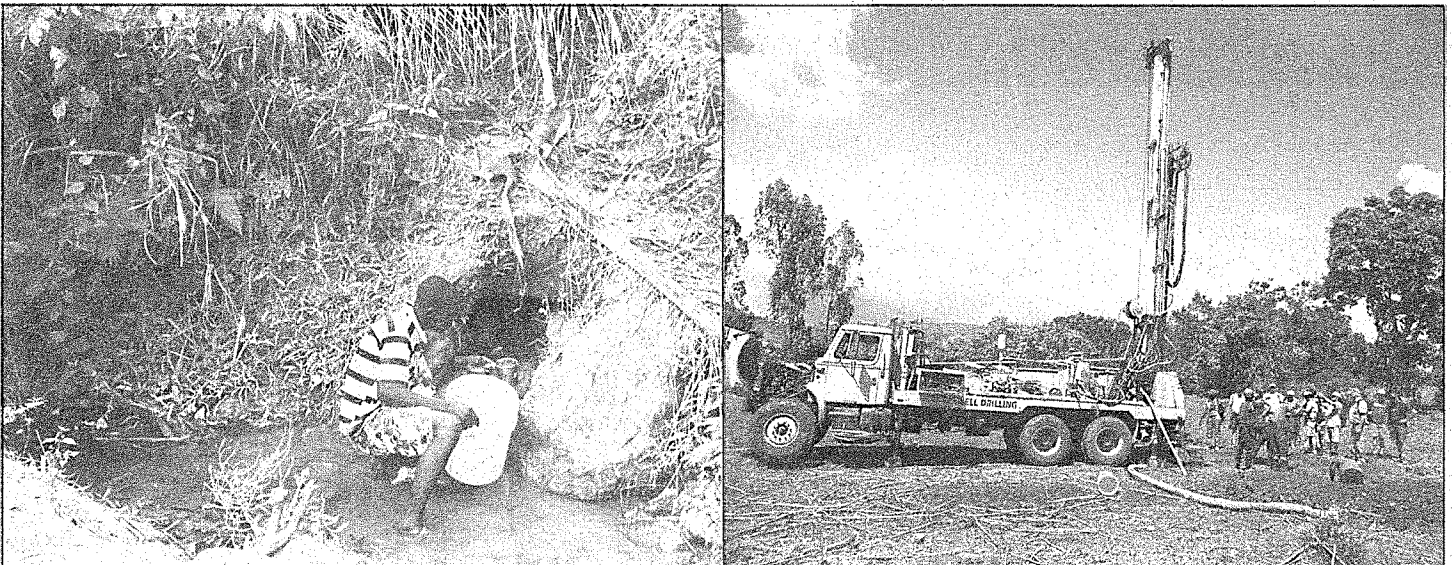
Snyder explained that Haitian communities must make a request for engagement and then meet certain criteria. “If, for example, they want a well, they need a letter signed by five people, three of whom must be women. The project ideas must originate from them. They must initiate and take action.” The community must purchase the land for the well so that it is on public, not private, land. The average well depth is 200 feet, which is below the reach of human contamination. As an undeveloped country with little industry, Haiti has little pollution. “Almost everything is organic,” said Snyder.

The communities elect a water-management committee, and Haiti Outreach sends trainers (called animators) to teach them how to manage and maintain the wells, develop their own rules and regulations, and raise money for future repairs. The management committee consists of volunteers, although they will hire a guard at the wellhouse to manage it when it is open, and the committee will raise money with subscriptions to cover the annual maintenance fee of approximately \$25.

Only subscribers to the system may get water, but the subscription fee is only about 50 cents per year. Even with average income of only \$2 a day, the fee is affordable. “For that, they get clean water,” Snyder said, adding that there is still some resistance because water is seen as free. “This is a cultural change.”

Staff from Haiti Outreach inspects the well monthly for two years after it is drilled and stresses maintenance. They also conduct sanitation education and train volunteer teachers to continue that education in each community. Over the last three years, the organization has seen a 99-percent success rate with wells being maintained. Snyder said, “with some success,” they have convinced the national government to become involved with registering public wells and certifying the water systems in addition to training inspectors. “Eventually we can back out of this business and have the government

Continued on next page



Many residents in Haiti still get water from places like this and may have to travel a considerable distance to get it. Haiti Outreach has three well-drilling rigs in the country.

Haiti Outreach—Continued

take over,” said Snyder, although he doesn’t think it will be soon. “If it can happen in 10 years, I’ll be floored.”

Headquartered in Hopkins, Minnesota, Haiti Outreach is a non-profit organization funded by foundations and donations from individuals, churches, and civic groups. Rotary International has been a key contributor for water projects in Haiti and other parts of the world. Ron Axel, a Rotary member and active participant in Haiti Outreach, recalls a “magical quote” he heard after Rotary drilled a well: “Since Rotary, the children have stopped dying.”

Haiti Outreach is now on a 100-well initiative in northeast Haiti in collaboration with the national government over the next three years, but they must raise money for it. “Water brings everyone together. There is no argument over need,” says Snyder, always emphasizing the importance of self-sufficiency and communities taking ownership of the water systems.

Haiti Outreach leads education and work trips to Haiti about six times a year. The trips are usually about eight days long. More information about group trips is available at <http://www.haitioutreach.org>.



Left: Ron Axel and Dale Snyder. Right: A wellhouse under construction in Haiti.

Could We Be Toledo?

Residents of Toledo, Ohio, were told not to drink their water in August 2014 because of microcystin-LR, a toxin caused by a harmful algae bloom in Lake Erie, the city’s water supply.

Microcystin-LR is produced naturally by cyanobacteria, or blue-green algae. A Minnesota Department of Health (MDH) fact sheet, *Microcystin-LR in Drinking Water*, says, “When excess cyanobacteria grow in a lake or pond, they form an algal bloom, which often appears as a layer of green scum. However, not all green scum on a lake is an algal bloom, and not all algal blooms contain the kinds of cyanobacteria that produce microcystin-LR. There are dozens of types of microcystin; Microcystin-LR is one of the more toxic and well-studied varieties.”

MDH has established a guidance value of 0.04 parts per billion (ppb) for microcystin-LR in drinking water, a standard that is lower than current laboratory detection limits. The Department of Health is checking for improved test methods that can meet the guidance values.

Microcystin-LR has not been detected in groundwater or treated drinking water in Minnesota. It is sometimes found in Minnesota lakes when algae blooms are present. In 2011, MDH reported on an algal bloom and microcystin contamination in Little Rock Lake in Benton County, but microcystins were not detected in nearby shallow wells.

The southern Minnesota city of Fairmont uses Budd Lake as its source; in 2008 microcystins were detected at 133 ppb at the surface of the lake during an active algal bloom, although the treated drinking water had no detectable microcystins. Since that time, Fairmont has upgraded its drinking-water

system, including a new treatment plant that has lime softening with granular activated carbon adsorbers for taste and odor control. In addition, since 2002 Fairmont has been using a SolarBee system to increase the lake’s dissolved oxygen, improve the water quality of their deep intake, and help control the blue-green algae blooms.

MDH, anticipating a guidance value for microcystin-LR, sampled representative surface-water systems in the state in 2012 to gather information on microcystin levels in raw and finished water. Samples were analyzed by MDH’s laboratory, with a detection limit of 0.15 ppb. Microcystins were detected in 6 of 12 raw-water samples; no microcystins were detected in treated water. St. Paul Regional Water Services, which had its chain of lakes sampled in 2012, elected to conduct additional sampling the following year. Samples were collected weekly throughout the summer from raw water, from the secondary settling basin (before filtration), and from treated water. Detections were limited, with no detections in finished drinking water.

The Minnesota Pollution Control Agency (MPCA) has a webpage, *Blue-green algae: Could Ohio’s problem become Minnesota’s problem?*, and says the short answer to the question is, “No. Most Minnesotans do not get drinking water from lakes, where this type of algae can flourish. Nearly 75 percent of our drinking water comes from groundwater. Most of the other 25 percent comes from rivers or reservoirs fed by rivers. Algal blooms thrive in calm, warm, shallower water bodies.”

The MDH fact sheet is at <http://tinyurl.com/mkdca2b>, and the MPCA webpage is at <http://tinyurl.com/o7xu7qs>.

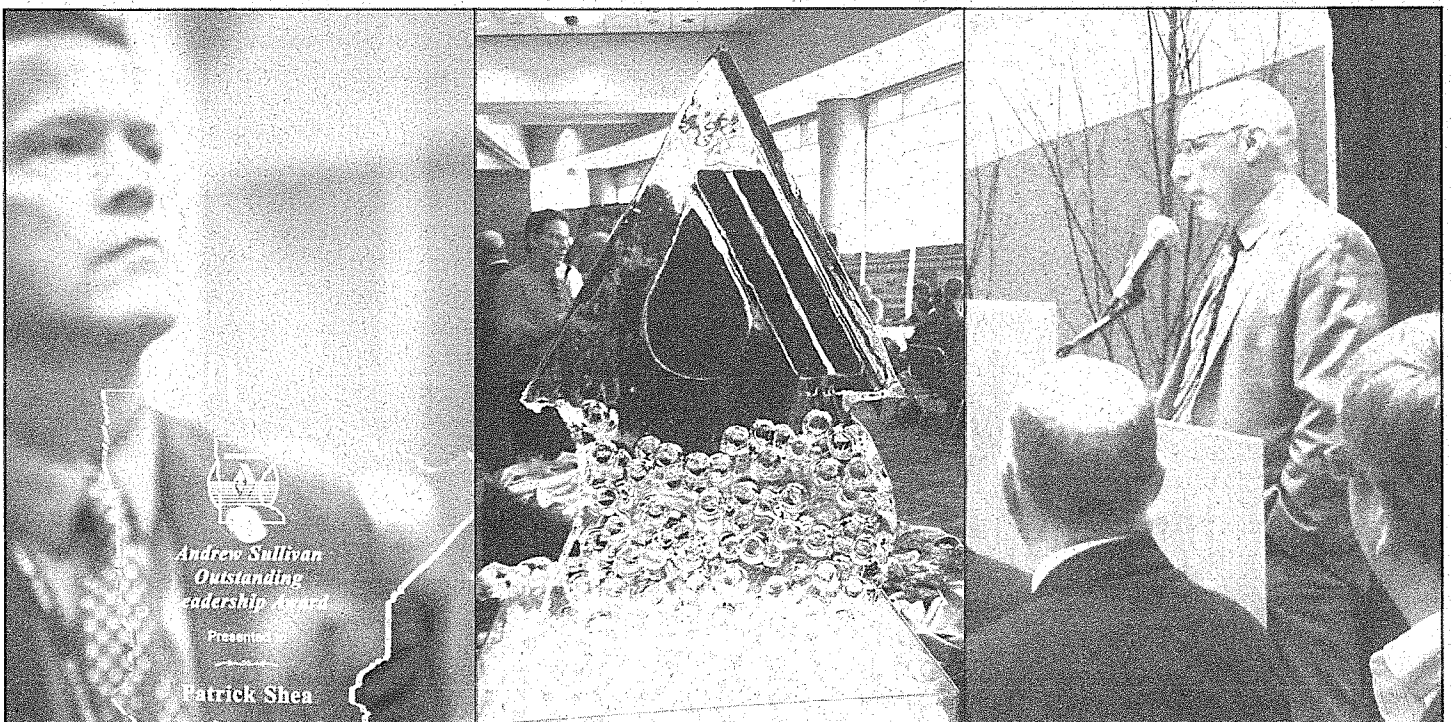
Highlights of the 98th Minnesota AWWA Conference



The Minnesota Section of the American Water Works Association (AWWA) held its annual conference in Duluth in September. Top right: the incoming Minnesota AWWA board of directors. Below left: Nancy Zeigler presented the Volunteer of the Year Award to Shawn Mulhern. Below right: Tony Belden (on the right) of Engineering America is presented the George Warren Fuller award from AWWA representative Tom Moulton.



Below left: Pat Shea of St. Cloud received the Andrew Sullivan Outstanding Leadership award. Below right: The Leonard N. Thompson award was presented to Glen Gerads of Minneapolis Water Works.



REGISTRATION FORM FOR OPERATOR SCHOOLS

You may combine fees on one check if more than one person is attending a school; however, please make a copy of this form for each person. For questions regarding registration, contact Jeanette Boothe at 651-201-4697.

To request an exam application, contact Noel Hansen at 651-201-4690 or Mark Sloan at 651-201-4652.

Southeast School, March 11-13, 2015, Ramada Hotel, Rochester. Fee: \$135 (\$145 after February 24).

Metro School, March 31-April 2, 2015, Ramada Mall of America, Bloomington. Fee: \$175 (\$210 after March 16).

Name _____ Employer _____

Address _____

City _____ Zip _____ Day Phone _____

E-mail Address _____

Please enclose the appropriate fee. Make check payable to Minnesota AWWA. Mail this form and fee to Drinking Water Protection Section, Minnesota Department of Health, P. O. Box 64494, St. Paul, Minnesota 55164-0494.

Reminder to All Water Operators

When submitting water samples for analyses, remember to do the following:

- Take coliform samples on the distribution system, not at the wells or entry points.
- Write the Date Collected, Time Collected, and Collector's Name on the laboratory request form.
- Write the Sample Point on the laboratory request form.
- Attach the label to each bottle (do not attach labels to the lab form).
- Include laboratory request forms with submitted samples; make sure the information on the bottle label and the lab form is the same.
- Use something other than a rollerball or gel pen; the ink may run.
- Consult your monitoring plan(s) prior to collecting required compliance samples.

Notify your Minnesota Department of Health district engineer of any e-mail changes for contact people.

If you have questions, call the Minnesota Department of Health contact on the back of all sample instruction forms.

Waterline

Published quarterly by the Drinking Water Protection Section, Minnesota Department of Health

Editor:

Stew Thornley

Staff:

Noel Hansen

Jeanette Boothe

Past issues of the *Waterline* are available at <http://www.health.state.mn.us/water/newsletters.htm>



Presorted Standard
US Postage Paid
Twin Cities MN
Permit No. 171



Environmental Health Division
625 North Robert Street
P. O. Box 64975
St. Paul, Minnesota 55164-0975

ADDRESS SERVICE REQUESTED



T13 P1 *****AUTO**3-DIGIT 554
C/O MR. DAN BUCHHOLZ, ADMINISTRATOR
SPRING LAKE PARK CITY COUNCIL
1301 81ST AVE NE
SPRING LAKE PARK CITY HALL
SPRING LAKE PARK, MN 55432-2116

CALENDAR

Minnesota Section, American Water Works Association

*March 11-13, Southeast Water Operators School, Ramada Hotel and Conference Center, Rochester. Contact Bob Dunn, 507-457-8272.

*March 31-April 2, Metro Water Operators School, Ramada Mall of America, Bloomington. Contact Jeanette Boothe, 651-201-4697, or Stew Thornley, 651-201-4655.

*May 13-15, Northeast Water Operators School, Grand Ely Lodge. Contact Mark Proulx, 952-240-2023.

Information for all district schools, including agendas:
<http://www.health.state.mn.us/water/wateroperator/trng/schoolagendas.html>

***Includes a water operator certification exam.**

Minnesota Rural Water Association (MRWA)

Contact Kyle Kedrowski, 800-367-6792

*December 10, Operation & Maintenance, Biwabik

*March 4-6, Technical Conference, St. Cloud

*May 6, Safe Drinking Water Act Compliance Training, Spicer

*June 24, Safe Drinking Water Act Compliance Training, Wahkon

MRWA Class E Training
December 2, Miltna

The workshops listed above include a certification exam. Other training dates are available at <http://mrwa.com/training.html>.

For an up-to-date list of events, see the training calendar on the MDH web site:
http://health.state.mn.us/water/wateroperator/trng/wat_op_sched.html