



**CITY COUNCIL REGULAR AGENDA**  
**MONDAY, MARCH 16, 2020**  
**CITY HALL at 7:00 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADDITIONS OR CORRECTIONS TO AGENDA**
- 5. DISCUSSION FROM THE FLOOR**
- 6. CONSENT AGENDA**
  - [A.](#) Approval of Minutes - March 2, 2020 Regular Council Meeting
  - [B.](#) Approval of Minutes - March 2, 2020 City Council Work Session
  - [C.](#) General Operations Disbursements #20-03 \$302,763.45
  - [D.](#) Approval of Animal Control Agreement - North Metro Animal Care and Control
  - [E.](#) Contractor's License
- 7. DEPARTMENT REPORTS**
  - [A.](#) Police Report
  - B. Parks and Recreation Report
- 8. ORDINANCES AND/OR RESOLUTIONS**
  - [A.](#) Ordinance 463 Amending Chapter 112 of the Spring Lake Park City Code Regulating Tobacco
  - [B.](#) Resolution 2020-09 A Resolution Approving Title and Summary Publication of Ordinance 463
  - [C.](#) Resolution 20-10 Levying Sanctions on Dala 1, Inc's Liquor Licenses for Violations of the City's Liquor Ordinance
- 9. NEW BUSINESS**
  - [A.](#) Approval of Site Development Agreement with JP Brooks Inc. for Monroe Park Addition
  - [B.](#) Terrace Park and Arthur Street Pumphouse Camera System Replacement
- 10. REPORTS**
  - [A.](#) Engineer's Report
  - B. Attorney's Report
  - [C.](#) Administrator Report
- 11. OTHER**
  - [A.](#) Correspondence
- 12. ADJOURN**

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

Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting the City Clerk at 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN 55432. Ph.763-784-6491 at least 48 hours in advance.

## **RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS**

### **DISCUSSION FROM THE FLOOR**

- Discussion from the floor is limited to three minutes per person. Longer presentations must be scheduled through the Administrator, Clerk/Treasurer's office.
- Individuals wishing to be heard must sign in with their name and address. Meetings are video recorded so individuals must approach the podium and speak clearly into the microphone.
- Council action or discussion should not be expected during "Discussion from the Floor." Council may direct staff to research the matter further or take the matter under advisement for action at the next regularly scheduled meeting.

### **PUBLIC HEARINGS**

The purpose of a public hearing is to allow the City Council to receive citizen input on a proposed project. This is not a time to debate the issue.

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes.

In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.

- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on March 02, 2020 at the City Hall, at 7:00 PM.

### **1. CALL TO ORDER**

Mayor Nelson called meeting to order at 7:00 PM.

### **2. ROLL CALL**

PRESENT:

Mayor Robert Nelson

Council Member Ken Wendling

Council Member Brad Delfs

Council Member Barbara Goodboe-Bisschoff

Council Member Lisa Dircks

STAFF PRESENT:

Police Chief Ebeltoft; Building Inspector Baker; Attorney Thames; Engineer Gravel; Parks and Recreation Director Okey; Administrator Buchholtz and Executive Assistant Gooden.

### **3. PLEDGE OF ALLEGIANCE**

### **4. ADDITIONS OR CORRECTIONS TO AGENDA**

Administrator Buchholtz requested a Right of Way Application for Xcel Energy be added to the agenda as Item 6G.

### **5. DISCUSSION FROM THE FLOOR**

### **6. CONSENT AGENDA**

- A. Approval of Minutes - February 18, 2020 Regular Meeting
- B. Budget to Date - January 2020
- C. Statement of Fund Balance - January 2020
- D. Approval of Spring Lake Park Lions Club's Temporary On-Sale Liquor License Application for Tower Days
- E. Approval of Optional 2am License for Montes
- F. Contractor's Licenses
- G. Right of Way Application – Xcel Energy

Motion made by Council Member Wendling to approve the Consent agenda.

Voting Yea: Mayor Nelson, Council Member Wendling, Council Member Delfs, Council Member Goodboe-Bisschoff, Council Member Dircks.

**7. DEPARTMENT REPORTS****A. Code Enforcement Report**

Building Inspector Baker reported that a total of six building, eight mechanical and one fire alarm permits were issued compared to a total of 17 in 2019. He reported that 41 inspections were conducted in the month of February including five rental, nine fire, nine building, nine mechanical, eight plumbing and one zoning inspection. He reported that three Certificate of Occupancies were issued, one was a temporary CO and two were unrestricted CO's. He stated that there were no abandoned and/or vacant property notices in the month of February.

Building Inspection Baker reported that all final rental licenses letters have been sent out. He stated that three properties did not have any inspections completed in 2019 and seven had an initial inspection but no final.

Building Inspector Baker provided a recap of the appointments and meetings he attended in February.

Mayor Nelson inquired as to how the building inspection services Joint Powers Agreement was going with the City of Mounds View. Inspector Baker reported that the training is going very well and has been very informative. He stated that he is assisting Mounds View with housing inspections since their city has a vacant Housing Inspector position at this time.

**8. ORDINANCES AND/OR RESOLUTIONS****A. Resolution 20-08, A Resolution Denying a Conditional Use Permit Application for Cars R Us to Permit an Auto Detailing Business at 1109 County Road 10 NE**

Administrator Buchholtz shared the staff report.

Councilmember Wendling inquired if the tenants are currently in the building. Mayor Nelson stated that the building space is empty and the tenants have moved out.

Motion made by Council Member Dircks to approve Resolution 20-08 Denying a Conditional Use Permit Application for Cars R Us to Permit an Auto Detailing Business at 1109 County Road 10 NE.

Voting Yea: Mayor Nelson, Council Member Wendling, Council Member Delfs, Council Member Goodboe-Bisschoff, Council Member Dircks.



**9. NEW BUSINESS****A. Authorize Purchase of Permit Works Modules for Code Enforcement Department**

Building Inspector Baker shared the staff memo and price quote with the Council. Councilmember Goodboe-Bisschoff inquired on the amount of the Equipment Certificate. Administrator Buchholtz reported that the computer replacement came in under budget therefore there are funds available to cover this purchase.

Councilmember Delfs inquired if the cost of the software support plan could be prorated since the purchase will not take place until mid-March and the quote provided was for a full year term. Inspector Baker stated that he would inquire with Permit Works for a prorated amount.

Councilmember Delfs inquired if any other staff would require to be trained on the new software. Inspector Baker stated that Kristine Pearson would be trained.

Councilmember Delfs requested that the amount of the purchase not exceed the \$13,305.00 that was quoted.

Motion made by Council Member Delfs to authorize the purchase of the Permit Works modules in amount not to exceed \$13,305.

Voting Yea: Mayor Nelson, Council Member Wendling, Council Member Delfs, Council Member Goodboe-Bisschoff, Council Member Dircks.

**10. REPORTS****A. Engineer's Report**

Engineer Gravel reported that tree removal for the Garfield Pond Improvement Project will begin the week of March 3, 2020, weather dependent. He reported that tree company is licensed with the City.

Engineer Gravel reported that the 81st Avenue Signage plan is moving forward and will be discussed at the Council work session on March 9, 2020. He stated that it is expected to be completed by June 1, 2020.

Engineer Gravel reported that seasonal road restrictions will take effect the week of March 9, 2020, and remain for six to eight weeks.

**B. Attorney's Report**

Attorney Thames had no items to report.

**C. Administrator Report**

Administrator Buchholtz reminded the residents of the Presidential Nomination Primary on March 3, 2020. He reported that the Accountant position has been posted and will remain

open to applicants to apply until March 9, 2020. He stated that the partnership with the City of Mounds View Building/Inspection Department is going very well.

Administrator Buchholtz reported that he met with SEH Engineering staff on the Arthur Street Water Treatment Plant and bidding will be taking place soon for the project.

#### **11. OTHER**

Councilmember Goodboe-Bisschoff reported that she attended the Highway 65 Corridor Collation meeting. She reported that options for Highway 65 were discussed including proposing three lanes for both the North and South bound 65. She reported that the cloverleaf of Highway 10 and Highway 65 will be re-decked in the future.

Mayor Nelson reported that the February pork chop dinner for the Beyond the Yellow Ribbon was a huge success and they sold out. He stated that he has been working with Parks and Recreation Director Okey on the details of Music In The Park for food vending options with the Beyond the Yellow Ribbon committee.

#### **12. ADJOURN**

Motion made by Council Member Wendling to adjourn.

Voting Yea: Mayor Nelson, Council Member Wendling, Council Member Delfs, Council Member Goodboe-Bisschoff, Council Member Dircks

The meeting adjourned at 7:27 PM.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Work Session was held on March 02, 2020 at the City Hall, at 5:30 PM

### 1. CALL TO ORDER

#### PRESENT

Mayor Robert Nelson

Council Member Ken Wendling

Council Member Brad Delfs

Council Member Barbara Goodboe-Bisschoff

Council Member Lisa Dircks

### 2. DISCUSSION ITEMS

#### A. Review and Discuss Outcome of Dala Liquor License Violation Investigation

Administrator Buchholtz and Chief Ebeltoft presented the outcome of the investigation into possible liquor ordinance violations at Dala One, Inc. over the dates of December 21-22, 2019. Administrator Buchholtz stated that the findings of the investigation included two violations of the City's liquor ordinance: 1) selling to an obviously intoxicated person (M.S. 340A.502/M.S. 340A.702); and 2) permitting a person under the age of 21 years to consume alcohol on the premises (M.S. 340A.503).

Administrator Buchholtz stated that the City's liquor ordinance outlines the minimum sanctions for violations of the City Code. He noted that the first violation is a one day suspension and a \$500 civil penalty and the second violation is a three day suspension at a \$1,000 civil penalty. He stated that the City Council could choose to impose a suspension, a civil penalty or both for the two violations.

The City Council discussed the matter. *Consensus of the City Council* was to impose the following sanctions on Dala One, Inc: 1) for the first violation, the imposition of a \$500 civil penalty and the suspension of the liquor license for June 20, 2020; and 2) for the second violation, the imposition of a \$1,000 civil penalty and the suspension of the liquor license for June 25, 26 and 27. The City Council agreed to waive the one-day and three-day license suspensions with the following conditions: 1) Dala One, Inc. agrees to pay the \$1,500 in civil penalties no later than April 6, 2020; and 2) Dala One must contract with the Minnesota Licensed Beverage Association to obtain alcohol server training for all staff at the license's expense. The contract must be dated by April 6, 2020 with the training held no later than June 5, 2020. All services hired after the training course must receive server training within 90 days of employment (pursuant to Section 111.18 of the City Code).

B. Discussion of Purchase of iPad Pro Tablets and Accessories for City Council to Facilitate Paperless Agenda Packets

Administrator Buchholtz read the staff memo. *Consensus of the City Council* was to authorize the Administrator, Clerk/Treasurer to order 12.9 inch iPad Pro 64GB tablets, Bluetooth keyboards and Apple pencils for the City Council.

**3. REPORT**

A. Administrator Reports

No reports were given due to lack of time remaining for the meeting.

**4. ADJOURN**

Meeting was adjourned at 6:50pm.

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

Date: Feb 2020  
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Claim Res.#20-03

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67627	AID ELECTRIC SERVICE, INC	SERVICES LIGHTS UPGRADE	6,669.16
67628	AMERICAN MESSAGING	MONTHLY SERVICES	5.03
67629	CARSON, CLELLAND & SCHREDER	LEGAL SERVICES	9,291.28
67630	CINTAS	MATS	100.23
67631	COTTENS INC	SUPPLIES/PARTS	84.86
67632	CRYSTEEL DIST INC	PARTS FOR PLOW	163.20
67633	GOPHER STATE ONE-CALL INC	LOCATES	43.20
67634	GREENHAVEN PRINTING	PUBLISHING	1,732.79
67635	HYDRAULIC SPECIALTY INC	SUPPLIES	124.80
67636	INNOVATIVE OFFICE SOLUTIONS LLC	OFFICE SUPPLIES	211.61
67637	JOEL SMITH HEATING & AC, INC	SERVICES @ SUNSET GRILLE	14,929.61
67638	METRO SALES	SUPPLIES	30.50
67639	MRPA	CONFERENCES/SCHOOLS	1,220.00
67640	NORTH TH 65 CORRIDOR COALITION	MEMBERSHIP DIES	250.00
67641	NYSTROM PUBLISHING CO	NEWSLETTER	2,674.56
67642	OSI ENVIRONMENTAL INC	SUPPLIES	50.00
67643	PLAISTED COMPANIES, INC	CONCRETE	2,148.59
67644	STANTEC	ENGINEERING FEES	20,781.77
67645	TASC	ADMIN/COBRA FEES	343.91
67646	THE HOME DEPOT CREDIT SERVICES	MONTHLY CREDIT CARD	50.89
67647	Total Entertainment/Kidsdance Perf	RECREATION SERVICES	300.00
67649	JEFF SANDINO	RECREATION INSTRUCTOR	598.00
67650	ASPEN MILLS	UNIFORM ALLOWANCE	226.50
67651	AT & T MOBILITY	MONTHLY SERVICES	876.27
67652	BARBIE ARNEY	RECREATION REFUND	58.00
67653	RANDY BROWN	REIMBURSEMENT U. ALLOWANCE	85.70
67654	CADY BUSINESS TECHNOLOGIES	ANNUAL SUPPORT PLAN	1,898.40
67655	CAMMY SHAW	RECREATION REFUND	46.00
67656	CENTERPOINT ENERGY	MONTHLY UTILITIES	2,050.88
67657	CINTAS	MATS	100.23
67658	CITY OF ROSEVILLE	DATA SERVICES	194.00
67659	COMCAST	MONTHLY SERVICES	105.92
67660	COMM-WORKS, LLC	PARK CAMERAS	125.00
67661	COMPUTER INTERGRATION TECH	MANAGED SERVICES/AGREEMENTS	3,515.00
67662	CONNEXUS ENERGY	MONTHLY UTILITIES	381.53
67663	COON RAPIDS CHRYSLER	AUTO SERVICES	1,790.02
67664	COTTENS INC	SUPPLIES/PARTS	184.21
67665	DAN GOOD CATERING	RECREATION SERVICES	2,430.00
67666	DAVID JAKUBIK	RECREATION REFUND	46.00
67667	EMERGENCY AUTOMOTIVE TECH	AUTO SERVICES/PARTS	90.00
67669	GameTruck Twin Cities LLC	RECREATION TOWER DAYS	100.00

CITY OF SPRING LAKE PARK  
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Date: Feb 2020  
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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67670	GARY DIENGER	RECREATION REFUND	72.00
67671	GRAINGER INC	PARTS	120.78
67672	HELEN RICHARD	RECREATION REFUND	72.00
67673	HYDRO KLEAN	ENGINEERING FEES	16,865.92
67674	INSTRUMENTAL RESEARCH INC	WATER TESTING	72.00
67675	JOANN SWANSON	RECREATION REFUND	72.00
67676	KATHY PEACOCK	RECREATION REFUND	72.00
67677	LEAGUE OF MN CITIES	SUBSCRIPTION	990.00
67678	LINDA SCHUVEILLER	RECREATION REFUND	144.00
67679	MANSFIELD OIL COMPANY	FUEL	826.93
67680	MEDICS TRAINING, INC	TRAINING	785.00
67681	METROPOLITAN COUNCIL	WASTE WATER SERVICES	48,743.25
67682	CITY OF MINNEAPOLIS	APS TRANSACTIONS	154.80
67683	MINNESOTA SAFETY COUNCIL	RECREATION INSTRUCTOR	594.00
67684	CITY OF MOUNDSVIEW	BUILDING OFFICIAL	438.75
67685	MUNICIPAL CODE CORPORATION	SUBSCRIPTION	1,900.00
67686	NORTHERN	BENCH SAW GRINDER/SUPPLIES	566.79
67687	OFFICE OF MN.IT SERVICES	FIBER OPTICS	43.20
67688	KRISTINE PEARSON	MILEAGE REIMBURSEMENT	41.40
67689	CITY OF SLP - PETTY CASH	RECREATION	377.06
67690	PUBLIC AGENCY TRAINING COUNCIL	CONFERENCES/SCHOOLS	325.00
67691	JEFF SANDINO	RECREATION INSTRUCTOR	650.00
67692	SHARON MATHIS	RECREATION REFUND	23.00
67693	SLP FIRE DEPARTMENT	FIRE PROTECTION SERVICES	19,225.00
67694	SUBURBAN RATE AUTHORITY	ASSESSMENTS	461.00
67695	SUSANNE RICHIE	RECREATION REFUND	100.00
67696	THOMAS HAMILTON	RECREATION REFUND	23.00
67697	TOWMASTER	PARTS	211.50
67698	TRAVIS BROBERG	RECREATION REFUND	54.00
67699	TRUAX PATIENT SERVICES	OPERATING SUPPLIES	1,050.00
67700	USS MINNESOTA ONE MT LLC	SUBSCRIBED ENERGY	2,757.79
67701	VALLEY-RICH CO., INC.	OSBORNE RD SERVICES	10,774.00
67702	WARNER SALES INC	FURNISHING	1,419.00
67703	WASTE MANAGEMENT OF WI-MN	MONTHLY SERVICES	7,783.49
67704	AMERITAS	PAYROLL	42.70
67705	CENTRAL PENSION FUND	PAYROLL	1,040.04
67706	DEARBORN LIFE INSURANCE CO	PAYROLL	439.62
67707	DELTA DENTAL	PAYROLL	1,637.78
67708	HEALTH PARTNERS	PAYROLL	15,004.05
67709	L.E.L.S.	PAYROLL	310.00
67710	LOCAL 49	PAYROLL	105.00

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

Date: Feb 2020  
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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67711	NCPERS GROUP LIFE INS	PAYROLL	72.00
67712	ASPEN MILLS	UNIFORM ALLOWANCE	31.28
67714	CENTERPOINT ENERGY	MONTHLY UTILITIES	1,635.00
67715	CHAMPION YOUTH	RECREATION INSTRUCTOR	1,111.60
67716	COTTENS INC	SUPPLIES/PARTS	8.96
67717	ECM PUBLISHERS, INC.	PUBLISHING	32.25
67718	FASTENAL COMPANY	SUPPLIES/PARTS	25.01
67719	G & N ENTERPRISES	LED LAMP	575.00
67720	GRAINGER INC	SUPPLIES/PARTS	117.58
67721	GREEN LIGHTS RECYCLING INC	RECYCLING EVENT	5,720.40
67722	JACON, LLC	ENGINEERING FEES	9,929.40
67723	KATHY ROTHAM	RECREATION REFUND	26.00
67724	LEAGUE OF MN CITIES	REGISTRATIONS	129.00
67725	LEE'S HEATING & AIR	SERVICES	100.00
67726	MARK BONESTEEL	REIMBURSEMENT CONF/SCHOOLS	122.76
67728	WALTERS RECYCLING REFUSE SERV	MONTHLY SERVICES	480.01
67729	WELLS FARGO CREDIT CARD	MONTHLY CREDIT CARD	1,672.69
67730	WIPERS AND WIPES INC	SUPPLIES	681.39
67731	XCEL ENERGY	MONTHLY UTILITIES	5,929.57
67734	VADIM MUNICIPAL SOFTWARE	SUPPLIES	389.00
67735	AID ELECTRIC SERVICE, INC	SERVICES ARTHUR ST WATER PLANT	7,397.04
67736	ALLEGRA PRINT & IMAGING	SERVICES GARAGE LIGHTING	499.88
67737	AMAZON CAPITAL SERVICES	UNIFORM ALLOWANCE	59.78
67738	CINTAS	MATS	100.23
67739	COMPUTER INTERGRATION TECH	MAMANGED SERVICES	2,795.00
67740	COTTENS INC	PARTS/SUPPLIES	40.94
67741	CITY OF FRIDLEY	RECREATION PROGRAMS	351.26
67742	MICHAEL LEDMAN	RECREATION INSTRUCTOR	270.00
67743	MANSFIELD OIL COMPANY	FUEL	1,034.53
67744	MINNEAPOLIS SAW	PARTS	109.99
67745	RANGER CHEVROLET	CODE ENFORCEMENT SUV	25,112.80
67746	SCOTT DAHLQUIST	RECREATION REFUND	143.00
67747	SHRED-IT USA	SHREDDING SERVICES	104.49
67748	TASC	ADMIN FEE	30.08
67749	THE GOOD YEAR TIRE & SERVICE	TIRES	207.92
67750	THE HOME DEPOT CREDIT SERVICES	MONTHLY CREDIT CARD	36.41
67751	TOLL GAS & WELDING SUPPLY	WIRE SPOOL	115.37
67752	DELTA DENTAL	PAYROLL	1,559.55
67753	L.E.L.S.	PAYROLL	310.00
67754	LOCAL 49	PAYROLL	105.00
67755	NCPERS GROUP LIFE INS	PAYROLL	72.00

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

Date: Feb 2020  
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<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
67756	HEALTH PARTNERS	PAYROLL	15,004.05
67757	DEARBORN LIFE INSURANCE CO	PAYROLL	439.62
67758	CENTRAL PENSION FUND	PAYROLL	1,040.04
67759	AMERITAS	RECREATION DAY TRIP	42.70
67760	COYOTE MOON GRILLE	RECREATION REFUND	525.00
67761	DAVID NOVAK	SUPPLIES	15.00
67762	INNOVATIVE OFFICE SOLUTIONS LLC	SUPPLIES	101.26
67763	MANSFIELD OIL COMPANY	FUEL	988.93
67764	RICHFIELD BUS CO	RECREATION BUS SERVICES	558.40
67765	SPRING LAKE PARK SCHOOL DISTRICT	RECREATION CLASS	190.00
67611	DVS	TABS	365.75
67648	DVS	TITLE TRANSFER FORFEITURE	37.00
67732	DVS	TITLE REGISTRATION	25.00
67733	DVS	VEHICLE REGISTRATION	1,691.03
		<b>TOTAL DISBURSEMENTS</b>	<b>302,763.45</b>



WHEREAS,  
the City Council of the City of Spring Lake Park has considered the foregoing itemized list of disbursements; and

WHEREAS,  
the City Council has determined that all disbursements, as listed, with the following exceptions:  
\_\_\_\_\_  
\_\_\_\_\_  
are proper.

NOW, THEREFORE BE IT RESOLVED:  
that the City Council directs and approves the payment of the aforementioned disbursements  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Signed: \_\_\_\_\_  
Mayor

Councilmembers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Daniel Buchholtz, Admin/Clerk-Treasurer



***NORTH METRO ANIMAL CARE AND CONTROL***  
***STANDARD ANIMAL AND IMPOUND SERVICES AGREEMENT***

THIS AGREEMENT, is made this 18<sup>th</sup> day of February 2020 by and between North Metro Animal Care and Control (NMACC) at 16422 Hanson Boulevard NW, Andover, MN 55304 (hereinafter referred to as the “Contractor”), and the City of Spring Lake Park, Minnesota (hereinafter referred to as the “City”).

WITNESSETH, that Contractor and City, for the consideration stated herein, mutually agree as follows:

1. **STATEMENT OF WORK.** Contractor shall furnish all labor, equipment, and services necessary to function as the Designated Animal and Impound Facility Services provider for the City, as set forth below, in an efficient and workmanlike manner and in accordance with this Agreement. Contractor shall comply with all federal, state and local laws and ordinances in performing the duties as specified herein.
2. **TERM.** This Agreement shall commence on the 18<sup>th</sup> day of February, 2020 and continue through December 31, 2021 unless otherwise terminated as provided herein.
3. **CONTRACTOR’S DUTIES.** At the request of a member of local law enforcement, or the designated City Official, Contractor shall humanely capture, take up and transport to its Designated Impound Facility any domestic animal determined to be in violation of Minnesota State Statue and/or City Ordinances. All such animals shall be treated humanely and held safely and securely pending claim by owner or other lawful disposition. The Contractor agrees to comply with all state and local laws regarding holding periods. The Contractor shall be responsible for the advertisement and publication of notice for all animals received by Contractor. The Contractor shall perform all additional duties as requested by local law enforcement or designated City Officials outlined in this Agreement and its addendum.
4. **CONTACT PRICING – CITY FEES**

When **animals are unclaimed**, the City shall pay the Contractor for services rendered under this agreement as follows:

**a. Boarding Fees** – For the period of the statutory stray hold, the City shall pay \$15.00 per calendar day, per unclaimed animal to a maximum of 7 calendar days, except when County rule or local ordinance prescribes a longer hold period. In which case, the City will be charged for the longer period required.

**b. Pickup and Transport** – Pickup and transport of animals is provided under this Agreement at no charge to the City.

**c. Veterinary Expenses** – Emergency services for unclaimed animals, will be reimbursed to a maximum of \$300/per occurrence provided receipt for and other reasonable documentation of services is included with the Contractor’s invoice. The City shall have the benefit of NMACC discount(s) with Andover Animal Hospital.

d. Euthanasia/Carcass Disposal – Humane euthanasia and disposal of remains is provided when necessary to end pain or suffering or when an animal poses a risk to the public safety. When animals are unclaimed, the City shall reimburse the Contractor expenses to a maximum of \$58/per animal for disposal only and \$75/per animal for euthanasia and disposal. Contractor shall provide reasonable documentation demonstrating the services provided and the costs incurred by Contractor to the City with any such invoice.

5. Special Services Included at No Charge

a. Members of the City Police Department, at their sole option, may transport animals to the Designated Impound Facility. In these cases, the Members of the City Police Department shall have access to the facility on a 24 hour basis in accordance with NMACC after hours/out of office procedures

b. Pick Up/Transport is provided to the City on a 24 hour/day on call basis at the request of the City Police Department in accordance with Department Policy.

c. Contractor shall assist local law enforcement and City Officials on a 24 hour/day on call basis. Such assistance shall include but is not limited to: humane capture of animals, safekeeping of animals of arrested, detained or hospitalized persons, animal hoarding, seizures of dangerous, abused, or neglected animals, evacuation and relocation of animals in the case of emergency. Assistance shall be provided in coordination with and under the supervision of local law enforcement.

d. Monthly Reporting of Animal Services and Impound Activity

5. **CONTACT PRICING – OWNER PAID FEES**

(A) When animals are claimed by their owner, the owner shall pay all fees prior to the release of the animal. The City shall have no liability for fees related to animals claimed by the owner. Fees for owners are as follows:

Minimum Impound Fee - \$45.00 per animal for the first 24 hours.

Boarding Fees - \$25.00 per calendar day, per animal after first 24 hours.

Veterinary Expenses – Expenses for all Veterinary care must be reimbursed by the owner prior to the release of their animal.

Pick Up Fees – When animals are picked up and transported to the Designated Impound Facility by Contractor during regular business hours, the owner shall be charged \$25/per animal. If transport is required outside of regular business hours, an additional \$15/per animal will be charged to the owner.

Other Fees/Costs – Quarantine, Dangerous Dog Registration Fees, and any other fees and costs for services shall be the responsibility of the owner.

6. **BILLS TO CITY FOR SERVICES.** Contractor shall submit bills for services rendered under this Agreement along with the applicable supporting documentation, for which City is responsible, monthly to the City, the undisputed portion of which shall be paid by the City within thirty (30) days of receipt. The City shall notify Contractor in writing as soon as reasonably possible if any portion of any bill is disputed or the City requires additional documentation.
7. **INDEPENDENT CONTRACTOR.** In rendering services hereunder, Contractor shall be an Independent Contractor and no employer/employee relationship shall arise out of or result from rendering such services to City. Contractor and its employees will acquire no rights to tenure, workers compensation benefits, re-employment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City, its police department or agencies. All persons employed by Contractor shall be the sole and exclusive employees of Contractor and shall be paid by Contractor. In connection with the employment of said employees during the term of this Agreement, Contractor shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation, or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation. Certificates evidencing compliance with the foregoing shall be submitted to the City as reasonably requested by the City. Contractor shall indemnify, defend, and hold harmless the City, its council members, officers, agents, servants, and employees from all liability, loss, costs, and expenses, including reasonable attorneys' fees, which may be imposed in connection with employees of Contractor.
8. **REPRESENTATION.** The Contractor represents that he/she employs and, during the term of this Agreement will employ, employees who are properly trained to perform the services contemplated in this Agreement, and if required by the State, are certified by the State of Minnesota.
10. **LICENSES TRAINING AND PERMITS.** Contractor shall, at its own expense, procure all necessary licenses, training and permits required to fulfill its obligations under this Agreement.
11. **THIRD PARTY BENEFICIARIES.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective successors and assigns, and no third parties are intended to or shall have any rights hereunder.
12. **ASSIGNMENTS; SUBCONTRACTS.** The duties and obligations of Contractor contained in this Agreement may not be delegated, assigned, or subcontracted out to another party either directly or indirectly without the prior written consent of the City, which consent may be withheld in the City's sole discretion. No such delegation or subcontract, if approved by the City, shall relieve Contractor of its obligations hereunder.
13. **INSURANCE.** Contractor shall, at its own expense, procure insurance to include, but not be limited to, liability insurance covering bodily injury, death and property damages, workers' compensation, and commercial general liability, in a form and amount acceptable to City and by a company admitted and licensed to issue said policies in the State of Minnesota. The insurance

specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in full force and effect on the date of execution of this Agreement and shall remain continuously in full force and effect for the duration of this Agreement, and shall be evidenced by a Certificate(s) of Insurance provided to City. The City shall be named as an additional insured on a primary and non-contributory basis as to all such coverage, with the exception of the workers' compensation policy.

14. **INDEMNIFICATION.** Contractor agrees to defend, indemnify and hold harmless the City, along with its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorneys' fees, resulting directly or indirectly from any act or omission of Contractor, its employees or its agents, in the performance of the services provided by this Agreement or by reason of the failure of Contractor to fully perform, in any respect, any of its obligations under this Agreement. Further, City shall not be liable for any loss suffered by Contractor due to personal injury or because of damage to, or destruction of, any property, or any loss of profits or other consequential damages or any inconveniences.
15. **NOTICES AND COMMUNICATIONS:** All notices and communications provided for in this Agreement shall be in writing and shall be delivered or sent by email, and/or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the Parties at the address set forth in the opening paragraph of this Agreement. Notice shall be deemed effective upon receipt when delivered electronically, or upon mailing.
16. **TERMINATION.** The City may terminate this Agreement at any time and for any reason upon thirty (30) days prior written notice to Contractor. In the event of a breach or non-performance of this Agreement by Contractor, City may terminate this Agreement immediately upon written notice to Contractor.
17. **FORMALITIES.** Any change to or modification of this Agreement must be in writing signed by both Parties. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The captions for each section of this Agreement are intended for convenience only and shall not be deemed to construe or limit in any manner this Agreement. This Agreement is separate and independent of any other document, agreement, or understanding of the Parties. This Agreement constitutes the entire agreement of the Parties with respect to the matters addressed herein.
18. **SEVERABILITY:** If any one or more of the provisions of this Agreement, or any application thereof, shall be found to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not in any way be effected or impaired thereby.
19. **APPLICABLE LAW:** This Agreement is governed by and is to be interpreted pursuant to the laws of the State of Minnesota. City and Contractor each hereby consent to the personal jurisdiction of the District Court of Anoka County, Minnesota, in any action, suit, or proceeding arising under this Agreement and agree that any such action, suit, or proceeding shall be venued in such court and agree to waive any objection based on forum non-convenience to the bringing of any action in such court.

**20. MINNESOTA DATA PRACTICES ACT NOTICE:** If a government entity enters into a contract with a private person to perform any of its functions, all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of the **MGDPA** and the private person must comply with those requirements as if it were a government entity. All contracts entered into by a government entity must include a notice that the requirements of this subdivision apply to the contract. Failure to include the notice in the contract does not invalidate the application of this subdivision. The remedies in **MN STAT 13.08** apply to the private person under this subdivision. This does not create a duty on the part of the private person to provide access to public data to the public if the public data are available from the government entity, except as required by the terms of the contract. **Ref Minnesota State Statutes 13.05 subd. 11.** Contractor agrees to cooperate with the City in meeting all of the City's obligations set forth in Minnesota Statutes Chapter 13 related to this Agreement and the service contemplated herein.

IN WITNESS THEREOF, the parties have executed this Agreement on the day and year appearing opposite their signatures below.

**CONTRACTOR**

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

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

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

**CITY OF SPRING LAKE PARK**

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

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

Mayor

Attested by:

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

\_\_\_\_\_  
City Administrator, Clerk/Treasurer

**NORTH METRO ANIMAL CARE AND CONTROL  
DANGEROUS DOG REGISTRATION ADDENDUM (A1)**

The City of Spring Lake Park, Minnesota requests Dangerous Dog Registration Services as part of its agreement with North Metro Animal Care and Control.

The Contractor shall provide Dangerous Dog Registration and associated services to the City pursuant to Minnesota Statutes Chapter 347 and Spring Lake Park City Ordinance Chapter 92 at no charge as follows:

1. Dangerous Dog Registration – The Contractor shall issue dangerous dog registrations, notices, uniform signage and tags, in the name of the City upon verifying compliance with Minnesota Dangerous Dog Registration Requirements and/or local ordinance.
2. Dangerous Dog Database – The Contractor shall maintain a database of such registrations, which shall be accessible to the City and local law enforcement upon request.
3. Confiscation of Dangerous Dogs for non-compliance. The Contractor shall assist local law enforcement with the confiscation of dangerous dogs pursuant to a valid confiscation order of the City or Court of jurisdiction.
4. Destruction of Dangerous Dogs – The Contractor shall provide humane euthanasia and disposal of dangerous dogs pursuant to a valid destruction order of the City or Court of jurisdiction.
5. The Contractor shall offer to serve as panel member or advisor to Dangerous Dog Hearing Board/Panel or Hearing Officer.
6. Owners of Dangerous Dogs seeking registration shall pay the following fees:
  - a. Registration Fee - \$500.00
  - b. Quarantine Fees - \$25/per day
  - c. Fees for Vaccinations required for redemption of Dog
  - d. All other reasonably related costs.

**CONTRACTOR**

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

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

**CITY OF SPRING LAKE PARK**

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

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

Attested by:

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

\_\_\_\_\_  
City Administrator, Clerk/Treasurer



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

Contractor's Licenses

March 16, 2020

2019-2020 Plumbing Contractor

Soderlin P-H-A/C

Weld & Sons Plumbin

2020-2021 Contractor's Licenses

General Contractor

Kraus -Anderson Construction Co.

Patrick Miller Construction

Mechanical Contractor

Home Energy Center

K & S Heating and Air Conditioning

Master Mobile Home Service, Inc.

Plumbing Contractor

Norblom Plumbing





## Police Report

February 2020

Submitted for Council Meeting March 16, 2020

The Spring Lake Park Police Department responded to four hundred and ninety-three calls for service for the month of February 2020. This is compared to responding to five hundred and twenty-two calls for service in February 2019.

Our School Resource Officer, Officer Fiske reports handling eleven calls for service at our local schools for the month of February 2020, along with conducting twenty-one student contacts, five escorts and five follow up investigations into school related incidents. Officer Fiske notes that there has been an increase in items being reported lost and stolen, as well, as items being found and turned into staff. All items recovered are being returned to their owners if known. Officer Fiske, School Staff and I would like to remind everyone to bring only items needed for school to school. If staff and students do bring other items to school, they need to make sure that they do not leave these items unattended. Officer Fiske did note attending multiple boys' and girls' basketball games throughout the month. For further details, see Officer Fiske's attached report.

Investigator Bennek reports handling twenty-one cases for the month of February 2020. Eighteen of these cases were felony in nature, one of these cases were gross misdemeanor in nature and two of these cases were misdemeanor in nature. Investigator Bennek also notes monitoring six forfeiture cases along with his monthly case load. Investigator continues to be kept very busy investigating his case load and also working with other local and state agencies regarding on going investigation's attempting to bring them to a conclusion as soon as possible. For further details see Investigator Benneks attached report.

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

The month of February 2020 has been a busy month for myself as well, besides handling the day to day operations of the police department, I continue to attend meetings on a daily basis representing the City of Spring Lake Park and the Police Department.

This will conclude my report for the month.

Are there any questions?



# Memorandum

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

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

**Date:** February 28, 2020

**Subject:** Tobacco Ordinance

Attached is a draft for amendments to the City's tobacco ordinance to bring the City into compliance with the Federal change in legal purchase age from 18 to 21.

The Ordinance was distributed to the City's tobacco licensees on February 6, 2020 for a mandatory 30-day review period. As of the date of this memorandum, there have been no comments received on the proposed changes.

Staff recommends approval of the proposed tobacco ordinance. If you have any questions, please don't hesitate to contact me at 763-784-6491.

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

## ORDINANCE 463

### AN ORDINANCE AMENDING CHAPTER 112 OF THE SPRING LAKE PARK CODE OF ORDINANCE RELATING TO TOBACCO

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

**Section 1.** §112.01 shall be hereby amended as follows:

#### **§ 112.01 PURPOSE.**

~~—Because the city recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco-related products, and those sales, possession, and use are violations of both state and federal laws; and because studies, which are hereby accepted and adopted, have shown that most smokers begin smoking before they have reached the age of 18 years and that those persons who reach the age of 18 years without having started smoking are significantly less likely to begin smoking; and because smoking has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this chapter shall be intended to regulate the sale, possession, and use of tobacco-related products for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco-related products, and to further the official public policy of the state in regard to preventing young people from starting to smoke as stated in M.S. § 144.391, as it may be amended from time to time.~~

Because the city recognizes that the sale of commercial tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products to persons under the age of 18 violates both state and federal laws; and because studies, which the city accepts and adopts, have shown that youth use of any commercial tobacco product has increased to 26.4% in Minnesota; and because nearly 90% of smokers begin smoking before they have reached the age of 18 years, and that almost no one starts smoking after age 25; and because marketing analysis, public health research, and commercial tobacco industry documents reveal that tobacco companies have used menthol, mint, fruit, candy, and alcohol flavors as a way to target youth and young adults and that the presence of such flavors can make it more difficult to quit; and because studies show that youth and young adults are especially susceptible to commercial tobacco product availability, advertising, and price promotions at tobacco retail environments; and because commercial tobacco use has been shown to be the cause of many serious health problems which subsequently place a financial burden on all levels of government, this ordinance is intended to regulate the sale of commercial tobacco, tobacco related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws, to protect youth and young adults against the serious health effects associated with use and initiation, and to further the official public policy of the state to prevent young people from starting to smoke, as stated in Minn. Stat. §144.391, as it may be amended from time to time.

In making these findings, the City Council accepts the conclusions and recommendations of: the U.S. Surgeon General reports, E-cigarette Use Among Youth and Young Adults (2016), The Health Consequences of Smoking — 50 Years of Progress (2014) and Preventing Tobacco Use Among Youth and Young Adults (2012); the Centers for Disease Control and Prevention in their studies, Tobacco Use Among Middle and High School Students — United States, 2011–2015 (2016), and Selected Cigarette Smoking Initiation and Quitting Behaviors Among High School Students, United States, 1997 (1998); and of the following scholars in these scientific journals: Chen, J., & Millar, W. J. (1998). Age of smoking initiation: implications for quitting. *Health Reports*, 9(4), 39-46; D’Avanzo, B., La Vecchia, C., & Negri, E. (1994). Age at starting smoking and number of cigarettes smoked. *Annals of Epidemiology*, 4(6), 455–459; Everett, S. A., Warren, C. W., Sharp, D., Kann, L., Husten, C. G., & Crossett, L. S. (1999). Initiation of cigarette smoking and subsequent smoking behavior among U.S. high school students. *Preventive Medicine*, 29(5), 327–333; Giovino, G. A. (2002). Epidemiology of tobacco use in the United States. *Oncogene*, 21(48), 7326–7340; Khuder, S. A., Dayal, H. H., & Mutgi, A. B. (1999). Age at smoking onset and its effect on smoking cessation. *Addictive Behaviors*, 24(5), 673–677; Luke, D. A., Hammond, R. A., Combs, T., Sorg, A., Kasman, M., Mack-Crane, A., Henriksen, L. (2017). Tobacco Town: Computational Modeling of Policy December 2018 [www.publichealthlawcenter.org](http://www.publichealthlawcenter.org) Minnesota City Retail Tobacco Licensing Ordinance 6 Options to Reduce Tobacco Retailer Density. *American Journal of Public Health*, 107(5), 740–746; Minnesota Department of Health. (2018). Data Highlights from the 2017 Minnesota Youth Tobacco Survey. Saint Paul, MN; Tobacco Control Legal Consortium. (2006). The Verdict Is In: Findings from United States v. Phillip Morris, The Hazards of Smoking. University of California — San Francisco. Truth Tobacco Industry Documents, <https://www.industrydocumentslibrary.ucsf.edu/tobacco/>; Xu, X., Bishop, E. E., Kennedy, S. M., Simpson, S. A., & Pechacek, T. F. (2015) Annual healthcare spending attributable to cigarette smoking: an update. *American Journal of Preventive Medicine*, 48(3), 326–333, copies of which are adopted by reference.

**Section 2.** The following definitions in § 112.02 are hereby amended. Any definitions not listed below shall remain in full effect.

**COMPLIANCE CHECKS.** The system the city uses to investigate and ensure that those authorized to sell tobacco-related products are following and complying with the requirements of this chapter. **COMPLIANCE CHECKS** shall involve the use of ~~minors~~ persons under the age of 21 as authorized by this chapter. **COMPLIANCE CHECKS** shall also mean the use of ~~minors~~ persons under the age of 21 who attempt to purchase tobacco-related products for educational, research, and training purposes as authorized by state and federal laws. **COMPLIANCE CHECKS** may also be conducted by other units of government for the purpose of enforcing appropriate federal, state, or local laws and regulations relating to tobacco-related products.

***ELECTRONIC DELIVERY DEVICES.*** Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. ***ELECTRONIC DELIVERY DEVICE*** includes, but is not limited to, devices manufactured, marketed or sold as e-cigarettes, e-cigars, e-pipes, vape pens, mods, tank systems or under any other product name or descriptor. ***ELECTRONIC DELIVERY DEVICE*** includes any component part of a product, whether or not marketed or sold separately. ***ELECTRONIC DELIVERY DEVICE*** does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

~~—— ***MINOR.*** Any natural person who has not yet reached the age of 18 years.~~

**Section 3.** §112.05 (A)(1) is hereby amended to read as follows:

(1) The applicant is under the age of ~~18~~ 21 years;

**Section 4.** §112.06 (A) is hereby amended to read as follows:

(A) To any person under the age of ~~18~~ 21 years;

**Section 5.** §112.07 is hereby amended to read as follows:

**§ 112.07 VENDING MACHINES ~~RESTRICTED~~PROHIBITED.**

It shall be unlawful for any person licensed under this chapter to allow the sale of tobacco- related products by the means of a self-service vending machine ~~unless minors are at all times prohibited from entering the licensed establishment.~~

**Section 6.** §112.08 is hereby amended to read as follows:

**§ 112.08 SELF-SERVICE MERCHANDISING PROHIBITED.**

It shall be unlawful for a licensee under this chapter to allow the sale of tobacco-related products by any means whereby the customer may have access to those items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco-related products between the licensee or his or her clerk and the customer. All tobacco, tobacco-related products shall either be stored behind a counter or other area, not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. Any retailer selling tobacco-related products at the time this chapter is adopted shall comply with this section within 90 days. This section shall not apply to retail stores which derive at least 90% of their revenue from tobacco-related products and which cannot be entered at any time by persons younger than ~~18~~ 21 years of age.



**Section 7.** §112.10 is hereby amended to read as follows:

**§ 112.10 COMPLIANCE CHECKS; INSPECTIONS.**

All licensed premises shall be open to inspection by the City Police Department or other authorized City official during regular business hours. ~~From time to time, but at least once per year, t~~The City shall conduct compliance checks from time to time but at least twice per year. The City will conduct at least one compliance check that involves the participation of a person between the ages of 15 and 17 and at least one compliance check that involves the participation of a person between the ages of 18 and 20 by engaging, with the written consent of their parent or guardian, minors over the age of 15 years but less than 18 years, to enter the licensed premises to attempt to purchase tobacco-related products. Prior written consent to participate is required of their parents or guardians for persons over the age of 15 years but less than 18 years. Minors~~Persons~~Persons under the age of 21 used for the purpose of compliance checks shall be supervised by designated law enforcement officers or other designated city personnel. Persons under the age of 21~~Minors~~ used for compliance checks shall not be guilty of an unlawful purchase or attempted purchase, nor the unlawful possession of tobacco, tobacco-related products when those items are obtained or attempted to be obtained as a part of the compliance check. No minor-person under the age of 21 used in compliance checks shall attempt to use a false identification misrepresenting the ~~minor's person's~~ age, and all ~~minors-persons~~ persons under the age of 21 lawfully engaged in a compliance check shall answer all questions about ~~the minor's~~ their age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

**Section 8.** §112.11 is hereby amended to read as follows:

**§ 112.11 UNLAWFUL ACTS ~~INVOLVING MINORS.~~**

Unless otherwise provided, the following acts shall be a violation of this chapter.

(A) *Illegal sales.* It shall be a violation of this chapter for any person to sell or otherwise provide any tobacco-related product to any ~~minor~~ person under the age of 21.

(B) *Illegal possession.* It shall be a violation of this chapter for any ~~minor~~ person under the age of 21 to have in his or her possession any tobacco-related product. This division shall not apply to ~~minors~~ persons under the age of 21 lawfully involved in a compliance check.

(C) *Illegal use.* It shall be a violation of this chapter for any ~~minor~~ person under the age of 21 to smoke, chew, sniff, or otherwise use any tobacco-related product.

(D) *Illegal procurement.* It shall be a violation of this chapter for any ~~minor~~ person under the age of 21 to purchase or attempt to purchase or otherwise obtain any tobacco-related product, and it shall be a violation of this chapter for any person to purchase or otherwise obtain items of this type on behalf of a ~~minor~~ person under the age of 21. It shall further be a violation for any person to coerce or attempt to coerce a ~~minor~~ person under the age of 21 to illegally purchase or otherwise obtain or use any tobacco-related

product. This division shall not apply to ~~minors~~ persons under the age of 21 lawfully involved in a compliance check.

(E) *Use of false identification.* It shall be a violation of this chapter for any ~~minor~~ person to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

(F) *Liquid packaging.* Effective January 1, 2015, it shall be a violation of this section for any licensee to sell any liquid, whether or not such liquid contains nicotine, that is intended for human consumption and use in an electronic delivery device, that is not in child resistant packaging.

**Section 9.** §112.99(C) is hereby amended to read as follows:

(C) *Administrative penalties.*

(1) *Licensees.* Any licensee found to have violated this chapter, or whose employee shall have violated this chapter, shall be charged an administrative fine of \$75 for a first violation of this chapter, \$200 for a second offense at the same licensed premises within a 24-month period, and \$250 for a third or subsequent offense at the same location within a 24-month period. After the third offense, the license is automatically suspended for seven days commencing the day following the date of the third offense. In addition to the seven-day suspension, the City Council shall conduct a hearing at the regular Council meeting following the third violation to determine whether the license should be suspended longer than seven days. Any additional suspension may be for the remainder of the license period or 90 days, whichever is greater. Upon a fourth violation at the same location within a 24-month period, the license will be revoked.

(2) *Other individuals.* Other individuals, other than ~~minors~~ persons under the age of 21 regulated by division (C) of this section, found to be in violation of this chapter shall be charged an administrative fine of \$50.

(3) ~~Minors~~ Persons under the age of 21. ~~Minors~~ Persons under the age of 21 found in unlawful possession of, or who unlawfully purchase or attempt to purchase, tobacco-related products, may be referred to the Anoka County Attorney's Office.

(4) *Statutory penalties.* If the administrative penalties authorized to be imposed by M.S. § 461.12, as it may be amended from time to time, differ from these established in this section, then the statutory penalties shall prevail.

**Section 10. Effective Date.** This Ordinance shall have full force and effect upon its passage and publication.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this 16th day of March 2020.

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator/Clerk

## **RESOLUTION NO. 20-09**

### **A RESOLUTION AUTHORIZING SUMMARY PUBLICATION OF ORDINANCE 463, AN ORDINANCE AMENDING CHAPTER 112 OF THE SPRING LAKE PARK CITY CODE RELATED TO TOBACCO**

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of Ordinance 463 will clearly inform the public of the intent and effect of the Ordinance; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the following summary of Ordinance No. 463 is approved for publication:

“On March 16, 2020, the Spring Lake Park City Council approved Ordinance No. 463, entitled ‘An Ordinance Amending Chapter 113 of the Spring Lake Park City Code Relating to Tobacco.’

The following is a summary of Ordinance No. 463, a copy of which is available in its entirety for review during regular office hours at the City of Spring Lake Park, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN, or for review on the City’s website, [www.slpmn.org](http://www.slpmn.org).

The Ordinance amends Chapter 112 by changing the age of purchase from 18 years of age to 21 years of age, bringing the City’s tobacco ordinance in conformance with Federal Law. The Ordinance updates the purpose of the Ordinance and clarifies the definition of an “Electronic Delivery Device”. The Ordinance prohibits tobacco vending machines within the City. The Ordinance also increases the number of compliance checks from one to two per year. One compliance check will be with an individual between the ages of 15 and 18 and the second compliance check will involve an individual between the ages of 18 and 21. The Ordinance calls for a revocation of the tobacco license if there are four violations within a 24-month period.”

The foregoing Resolution was moved for adoption by Councilmember .

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

And the following voted against the same: .

Whereon the Mayor declared said Resolution duly passed and adopted the 16th day of March, 2020.

APPROVED BY:

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator



# Memorandum

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

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

**Date:** March 3, 2020

**Subject:** Dala liquor license sanctions

After the incident on the early morning of December 22, 2019, the Spring Lake Park Police Department began a parallel investigation into possible violations by Dala One, Inc of the City's liquor license. The investigation found two violations of the City's liquor ordinance:

- Selling to an obviously intoxicated person (M.S. 340A.502)
- Permitting a person under the age of 21 years to consume alcohol on the premises (M.S. 340A.503).

The City Council has proposed the following sanctions for Dala One's liquor license:

- For the first violation, the imposition of a \$500 civil penalty and the suspension of the liquor license for June 20, 2020.
- For the second violation, the imposition of a \$1,000 civil penalty and the suspension of the liquor license for June 25, 26, and 27.

The City Council did agree to waive the suspensions if the following conditions were met:

- Dala One, Inc. agrees to pay the \$1,500 in total civil penalties no later than April 6, 2020.
- Dala One, Inc. must contract with the Minnesota Licensed Beverage Association (MLBA) to obtain alcohol server training for all staff, at the licensee's expense. The contract must be dated by April 6, 2020 with the training held no later than June 5, 2020. All servers hired after the training course must receive server training within 90 days of employment (pursuant to Section 111.18 of the City Code).

The waiver was due to their willingness to cooperate with the investigation, their mitigation efforts immediately following the incidents, and their willingness to work with the Police Department on security guidelines and vetting future events.

Staff communicated the proposed sanctions to Dala One. Dala One has agreed to accept the sanctions.

Staff recommends approval of Resolution 20-10 to impose the sanctions. If you have any questions, please don't hesitate to contact me at 763-784-6491.

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## **RESOLUTION NO. 20-10**

### **A RESOLUTION LEVYING SANCTIONS ON DALA 1, INC.'S LIQUOR LICENSE FOR VIOLATIONS OF THE CITY'S LIQUOR ORDINANCE**

**WHEREAS**, Dala 1, Inc, doing business as Dala Thai Restaurant and Banquet Hall, received a liquor license from the City of Spring Lake Park in 2018, which was subsequently renewed for 2019 and 2020; and

**WHEREAS**, after an investigation in the events that took place on December 21 and 22, the City found that Dala One, Inc. committed two violations of the City's liquor ordinance; and

**WHEREAS**, the first violation was of M.S. 340A.502, selling to an obviously intoxicated person, and the second violation was of M.S. 340A.503, permitting a person under the age of 21 years to consume alcohol on the premises; and

**WHEREAS**, the first violation results in a sanction of a one-day suspension and a \$500 civil penalty and the second violation results in a three-day suspension and a \$1,000 civil penalty; and

**WHEREAS**, a letter was served upon the ownership of Dala 1, Inc. on March 3, 2020 informing them of the City's determination and proposed sanctions and giving them ten days to request a hearing before the City Council prior to finalizing that determination and the corresponding sanctions in accordance with the Administrative Procedures Act (M.S. §§ 14.57 to 14.70, inclusive) to challenge the findings of the investigation and/or the proposed sanctions; and

**WHEREAS**, via written response dated March 6, 2020, Dala 1, Inc. informed the City that it did not desire a hearing to challenge the violations and agreed to accept the sanctions as outlined below; and

**WHEREAS**, due to Dala 1 Inc.'s cooperation with the investigation, their mitigation efforts immediately following the incidents, their willingness to work with the Police Department on security guidelines and vetting future events with the Police Department, the City Council has agreed to stay the suspension upon full and timely payment of all penalties and the applicant obtaining server training for all individuals who serve alcohol no later than June 5, 2020.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Spring Lake Park finds that Dala 1, Inc. has committed the violations set forth above and levies the following sanctions upon Dala 1, Inc:

- For the first violation, the imposition of a \$500 civil penalty and the suspension of the liquor license for June 20, 2020.
- For the second violation, the imposition of a \$1,000 civil penalty and the suspension of the liquor license for June 25, 26, and 27.



**BE IT FURTHER RESOLVED** that the City Council does hereby agree to waive the 1-day and 3-day license suspensions set forth above upon the following conditions:

- Dala 1, Inc. agrees to pay the \$1,500 in total civil penalties no later than April 6, 2020.
- Dala 1, Inc. must contract with the Minnesota Licensed Beverage Association (MLBA) to obtain alcohol server training for all staff, at the licensee's expense. The contract must be dated by April 6, 2020 with the training held no later than June 5, 2020. All servers hired after the training course must receive server training within 90 days of employment (pursuant to Section 111.18 of the City Code).

The foregoing Resolution was moved for adoption by Councilmember \_\_\_\_\_.

Upon Vote being taken thereon, the following voted in favor thereof \_\_\_\_\_.

And the following voted against the same: \_\_\_\_\_.

Whereupon the Mayor declared said Resolution duly passed and adopted this the \_\_\_\_ day of March, 2020.

\_\_\_\_\_  
Robert Nelson, Mayor

ATTEST:

\_\_\_\_\_  
Daniel Buchholtz, Administrator



# Memorandum

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

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

**Date:** February 28, 2020

**Subject:** Site Development Agreement – JP Brooks, Inc.

Included with this memorandum is the proposed “Site Development Agreement” between the City of Spring Lake Park and JP Brooks, Inc. The Site Development Agreement spells out the developer’s responsibilities for the construction of the project.

A summary of these responsibilities include:

- Grants Developer permission to subdivide the Monroe Park Addition property into six lots total, each of which shall contain a single family home.
- Requires Developer to construct the improvements in accordance with plan and specifications approved by the City Engineer.
- Mandates Developer to comply with the PUD Ordinance (Ordinance 459) for this project. As part of this, the Developer is required to submit individual lot site plans and certificates of survey specific to the lot prior to the issuance of a building permit. This is to ensure that the requirement that no one house plan can be used on adjacent lots.
- Obligates Developer to pay all development fees and post financial guarantees to ensure compliance with the agreement.
- Requires Developer to perform erosion and siltation control on the property.
- Obligates the developer to post cash escrow of \$14,000 and requires the Developer to make additional cash escrow payments if the escrow is insufficient. Any remaining escrow will be returned to the Developer once the project is complete.
- Places responsibility on the Developer to obtain all applicable permits.

Upon approval of the Site Development Agreement by the City Council and execution of the agreement by the City and JP Brooks, Inc, the document will be recorded with Anoka County.

City Attorney Thames will be at the City Council meeting to answer any questions you may have about the development agreement. If you have any questions prior, please don’t hesitate to contact me at 763-784-6491.

**Exhibit B - JP Brooks Builders Development**

Acres:	<b>2</b>	
WAC/SAC Units:	<b>6</b>	Number of SAC units to be determined by
Park Dedication Units	<b>6</b>	
Lots:	<b>6</b>	

I. <b>Platting and Related Costs/Fees Owed:</b>	<b>Cost Per Acre/Unit/Lot</b>	<b>Cash</b>	<b>Notes</b>
A. WAC fee	\$ 1,260.00	\$ 7,560.00	per unit
B. SAC fee (MCES)	\$ 2,485.00	\$ 14,910.00	per unit
C. SAC fee (City)	\$ 250.00	\$ 1,500.00	per unit
E. Park Dedication	\$ 2,200.00	\$ 13,200.00	per unit
Total Fees: \$	\$ 6,195.00	<b>\$ 37,170.00</b>	

<b>Improvement Related Costs:</b>	<b>Cash</b>	<b>Notes</b>
A. Administrative	<b>\$ 2,500.00</b>	

II.	<b>Letter of Credit (LOC)</b>	<b>Cash Escrow</b>	<b>Notes</b>
B. Engineering			
Stantec - Onsite Field Inspection		\$ 5,000.00	City Engineer - contract
Stantec - Plan Review		\$ 5,000.00	City Engineer - contract
Watershed Permit Fee		\$ -	Developers Cost - Direct to CCWD
C. Environmental			
D. Legal		\$ 3,000.00	City Attorney - contract
E. Planning		\$ 1,000.00	City Planner
F. Finance		\$ -	City not financing
G. Site cleanup escrow		\$ -	
H. Construction			
1 WCA/Mitigation - credits	<i>N/A</i>		
2 Site - grading	<b>\$ 4,000.00</b>		<b>\$2,000/acre</b>
3 Landscaping	\$ 10,000.00		
4 Erosion Control	\$ 10,000.00		
5 Lighting	<i>N/A</i>		
6 Sidewalk Maintenance	\$ 10,000.00		<i>public improvement</i>
7 Grading - Stormwater Pond	\$ 50,000.00		
8 Site Restoration	\$ 25,000.00		
9 Street Improvements - patching	\$ 20,000.00		<i>public improvement</i>
10 Utility Improvements - storm sewer	\$ 20,000.00		<i>public improvement</i>
11 Utility Improvements - water main	\$ 20,000.00		<i>public improvement</i>
12 Sanitary Sewer	\$ 20,000.00		<i>public improvement</i>
Improvement Subtotals:	<b>\$ 189,000.00</b>	<b>\$ 14,000.00</b>	

<b>LOC/Escrow/Fees required:</b>	<b>LOC and Guaranty*</b>	<b>Cash</b>	
A. Letter of Credit (LOC )	\$ 207,900.00		110% of LOC Subtotal
B. Cash Escrow		\$ 15,400.00	110% of Cash Escrow Subtotal
C. Fees		\$ 37,170.00	
D. Administrative		\$ 2,500.00	
<b>Total LOC, Guaranty and Cash required</b>	<b>\$ 207,900.00</b>	<b>\$ 55,070.00</b>	

\*additional 2 yr maintenance bond will also be required for landscaping (begins after construction on public improvements completed)

## SITE DEVELOPMENT AGREEMENT

This Site Development Agreement, ("Agreement") is made this 20 day of February, 2020 between JP Brooks, Inc., dba JP Brooks Builders, a Minnesota corporation, with offices located at 11314 86<sup>th</sup> Ave. N., Maple Grove, Minnesota 55369 ("Developer") and the City of Spring Lake Park, a Minnesota municipal corporation, with offices located at 1301 81<sup>st</sup> Avenue N.E., Spring Lake Park, Minnesota 55432 ("City") and shall be effective as of the date above.

**WHEREAS**, Developer is under contract to purchase or has purchased the following property within the City of Spring Lake Park, totaling approximately 2 acres:

The North 300 feet of the East Half of the East Half of the Southwest Quarter of the Southeast Quarter of Section 2, Township 30, Range 24, Anoka County, Minnesota, except that part platted as BUZZELL'S 1<sup>st</sup> ADDITION and except Roads.

(the "Subject Property")

**WHEREAS**, Developer is proposing to subdivide the Subject Property into 6 lots and construct one single family home within each lot and additionally plat an outlot that will be deeded to the City (the "Project") on the Subject Property; and

**WHEREAS**, the City rezoned the Subject Property from R-1 Single Family Residential to PUD #2019-1, Planned Unit Development District on December 2, 2019; and

**NOW, THEREFORE**, the parties hereto agree as follows:

- 1) **Site Development.** Developer is hereby granted permission to subdivide the Subject Property into six lots total, each of which shall contain a single family home.
- 2) **Plans and Specifications.** Developer shall complete the construction in accordance with the final approved plans (collectively, the "Site Improvement Plan") as more specifically set forth on Schedule 1 attached hereto.
- 3) **Ordinance No. 459.** Developer shall comply with the terms and conditions of Ordinance No. 459, adopted by the City on December 2, 2019.

4) **Financial Guarantees.** The attached **Exhibit B** outlines the financial requirements and guarantees of Developer, which shall be the exclusive responsibility of Developer. A Letter of Credit (the "LOC") in the amounts set forth on **Exhibit B** must be provided to and accepted by the City; and all required fees, costs and escrow amounts paid, before Developer commences any work on Subject Property. The City may draw upon the LOC in the event Developer fails to complete the public improvements identified in the Site Improvement Plan and on **Exhibit B**; additionally, the City may also draw upon the LOC to seek reimbursement for Developer's failure to pay amounts due under this Agreement after the applicable notice and cure periods have run. Once the Project is complete and all amounts due hereunder have been paid, the LOC shall be released. In addition to posting the sureties contemplated above, Developer shall also provide an additional bond, letter of credit, or cash escrow chosen by Developer to the City, as indicated on **Exhibit B**, in an amount determined by the City (the "Maintenance Bond"). The Maintenance Bond shall be in a form approved by the City and shall remain outstanding for a period of twenty-four months after completion of the landscaping portion of the Site Improvement Plan, at which point the Maintenance Bond will be released and any unused portion will be returned to Developer.

5) **Erosion and Siltation Control.**

- a. **Control Measures.** Before any grading is started under the Site Improvement Plan or related permit, all down gradient perimeter control measures as provided for in the Site Improvement Plan shall be installed. No final approval of the improvements authorized by the Site Improvement Plan (nor a final certificate of occupancy) shall be issued until all disturbed areas have been stabilized as provided for in the Site Improvement Plan. The LOC shall guaranty the erosion control and grading work required in this paragraph.
- b. **Unsatisfactory Conditions.** Developer shall be responsible for compliance with the approved erosion and sediment control (ESC) portion of the Site Improvement Plan. In the event the Developer fails to comply with the ESC requirements, the City shall give Developer telephonic and email notice of the nature of such failure in accordance paragraph 8. Developer shall correct such unsatisfactory condition described in the telephonic and email notice within three (3) business days after first receiving telephonic and email notice, or if the nature of such unsatisfactory condition is such that the same cannot reasonably be corrected within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to correct such unsatisfactory condition provided Developer promptly commences to correct such unsatisfactory condition and proceeds with diligence and continuity. During the term of this Agreement, if Developer fails to comply as provided above, then the City has the right to enter upon the Subject Property and correct said condition at Developer's expense. City shall be entitled to all of its reasonable costs and expenses of enforcing this paragraph of the Agreement, including, but not limited to, legal, fiscal and engineering costs. City may at its option invoice the said costs for direct payment



from Developer. City reserves the right to invoice the said cost for direct payment from Developer and to withhold a final certificate of occupancy or final approval of the work provided for under the Site Improvement Plan, until City receives payment in full of its invoiced costs.

- 6) **Maintenance of Public Property Damaged or Clutter During Construction.** Developer agrees to assume full financial responsibility and to pay all costs for any damage which may occur to public property including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility systems including, but not limited to water main, sanitary sewer or storm sewer damaged or cluttered with debris (collectively, the "Public Property") when said damage occurs as a result of activity by the Developer, its contractors or subcontractors or assigns relating to the development of the Subject Property as provided in the Site Improvement Plan. Notwithstanding the foregoing, nothing contained herein shall require Developer to improve any of the Public Property to a condition superior than the condition of said Public Property at the time of Developer's acquisition of the Subject Property ("Closing"). The City shall schedule an inspection of said Public Property with Developer and Developer's general contractor on or around the date of Closing and shall document the condition of said Public Property. In the event the Developer fails to maintain or repair the damaged Public Property, the City shall give Developer written notice of the nature of the default or damage in accordance with paragraph 8. Developer shall maintain or repair the damaged Public Property specified in the written notice within three (3) business days after first receiving written notice, or if the nature of such failure is such that the same cannot reasonably be maintained or repaired within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to complete such maintenance or repair provided Developer promptly commences to complete such maintenance or repair and proceeds with diligence and continuity. If Developer fails to maintain or repair the damaged Public Property as provided above, then the City may undertake such maintenance or repair. When the City undertakes such maintenance or repair, the Developer shall reimburse the City for all of its reasonable expenses within thirty (30) days after Developer has received an invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid or if the Developer is in default under the terms of this Agreement.
- 7) **Street Cleaning.** The Developer shall clean dirt and debris from streets that has resulted from construction work under the Site Improvement Plans by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the site not less than on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. In the event the Developer fails to clean dirt and debris from the streets, the City shall give Developer telephonic and email notice of the nature of such failure. Developer shall clean the dirt and debris from the streets described in the telephonic and email notice within one full business day after first receiving telephonic and email -notice, or if the nature of such failure is such that the same cannot reasonably be completed within one full business day, then Developer shall have such additional time as is reasonably necessary to complete such work provided Developer promptly commences to complete such work and proceeds with diligence and continuity.

If Developer fails to complete such work as provided above, then the City may complete or contract to complete the clean-up of the streets at Developer's expense. When the City incurs any expense under the terms of this paragraph, the Developer shall reimburse the City for any reasonable costs the City incurred for such work within 30 days after Developer has received the City's invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid.

- 8) **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be telephonic and email where indicated and shall be deemed delivered by confirmed receipt by recipient of a facsimile or e-mail, a widely recognized national overnight courier service, or upon receipt if mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

City: City of Spring Lake Park  
1301 81<sup>st</sup> Avenue N.E.  
Spring Lake Park, MN 55432  
Attn: Daniel R. Buchholtz, City Administrator  
Telephone: (763) 792-7211  
Facsimile: (763) 792-7257  
e-mail: dbuchholtz@slpmn.org

Copy to: John J. Thames  
Carson, Clelland & Schreder  
6300 Shingle Creek Parkway, Suite #305  
Minneapolis, MN 55430  
Telephone: (763) 561-2800  
Facsimile: (763) 561-1943  
e-mail: john.thames@carsoncs.net

Developer: JP Brooks, Inc.  
Attn: Josh Pomerleau & Jenn Upegui  
Telephone: 763-515-4150 (Jenn)  
Facsimile: 1-877-732-9423  
e-mail: jp@jpbrooks.com & jenn@jpbrooks.com

Copy to:

- 9) **Insurance Requirements.** Developer shall provide and maintain at all times during the construction of the improvements and performance of the Site Improvement Plan until after acceptance by the City of all improvements:

- a. Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability



insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors.

- b. Limits for bodily injury or death shall not be less than \$750,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c. Worker's compensation insurance, with statutory coverage, if applicable.
- d. Developer shall file a Certificate of Insurance with the City Administrator prior to commencing site grading. The City shall be named as an Additional Insured on a primary and non contributory basis on the Certificate. The Certificate shall be modified to bear the following wording:

"Should any of the above policies be canceled before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation to the Certificate Holder."

Developer shall be responsible for providing the above language to its insurer.

- 10) **Escrow Payment by Developer.** Developer shall make escrow payments identified in this Agreement for payment of City expenses identified on **Exhibit B** as the Cash Escrow. In the event the Cash Escrow amount is insufficient, Developer shall pay additional escrow as determined by the City Administrator within ten (10) days of written demand. Failure to make payment of the additional escrow amount shall permit the City to supplement those amounts from the above-identified LOC.
- 11) **Balance of Escrow to Developer.** In the event that there is any escrow remaining at the end of the project and Developer has completed all of its responsibilities and obligations, any balance remaining shall be paid to Developer. Any balance will be mailed to the address provided by Developer in this Agreement or such other address given in writing by Developer to the City.
- 12) **Watershed District Maintenance Agreement.** All site plans, construction, and maintenance shall meet the requirements of the Coon Creek Watershed District. Prior to beginning construction, Developer shall provide the City with a copy of the maintenance agreement negotiated with and approved by the the Coon Creek Watershed District. If such maintenance agreement is required by its terms to be recorded, Developer shall also provide proof of recording of the same with Anoka County.
- 13) **Developer Responsible for Securing All Applicable Permits.** Developer shall be responsible for securing all applicable permits related to the project and shall provide a copy of the same to the City, upon request. This includes, but is not limited to, a Storm Water Pollution Prevention Plan, all applicable permits from the City, the Coon Creek



Watershed District, the Minnesota Department of Health, the Minnesota Pollution Control Agency, and the Anoka County.

- 14) **Field Verification of Existing Storm Sewer.** Prior to beginning construction, Developer shall field verify the location, size, and elevations of existing storm sewer on the Subject Property.
- 15) **Snow Removal.** Developer shall comply with all snow removal requirements within Site Improvement Plan. Further, Developer shall review and update snow removal and snow storage requirements as necessary to ensure that snow removal and storage will not encroach on neighboring properties.
- 16) **Compliance with City's Local Surface Water Plan.** Developer shall submit to the City drainage calculations and all other applicable evidence to demonstrate compliance with the City's Surface Water Management Plan.
- 17) **Individual Lot Site Plans Required.** As a condition precedent to the issuance of any building permit for each of the 6 lots within the Subject Property, Developer shall provide the City with individual lot site plans and certificates of survey specific to the lot on which the building permit application applies. The individual lot site plans shall be in a form satisfactory to the City and include the building location, elevations, driveway dimensions, and utility line locations for each specific lot.
- 18) **Final Plat Recording.** No construction on the project may be commenced until Developer has recorded the City approved final plat for the Project, including all City required easements and dedications in fee, and provided proof of the same to the City.
- 19) **Sewer, Water, and Drainage Facilities On Site Considered Private, Developer to Maintain.** The parties agree that all sewer, water, and drainage facilities within the site, with the exception of the new City mains, shall be considered private facilities. The parties agree that the Developer shall be responsible for maintenance of these private facilities up to and including connection to the City mains and the new City mains. Developer shall maintain all stormwater management infrastructure on the site in compliance with the Coon Creek Watershed maintenance agreement, referenced in paragraph 12 of this Agreement until such infrastructure is dedicated to the City. Should Developer fail to maintain the sewer, water or drainage facilities, the City shall provide Developer with notice of this failure and a reasonable opportunity to cure. During the term of this Agreement, should Developer fail to cure the maintenance violation within the reasonable time provided by the City, Developer hereby consents to allow the City to enter the site and abate such violations. Developer further agrees that the City may then assess any and all costs of that abatement to the Subject Property, and Developer hereby waives any right of appeal to such an assessment, but such waiver is only of any right to appeal such an assessment.
- 20) **Sidewalk Maintenance.** Developer shall be responsible for ensuring that the existing sidewalk on the Subject Property is maintained or replaced during construction and

restored to a as good or better condition upon conclusion of the construction of the Project improvements.

- 21) **Amendment of Agreement.** This Agreement represents the entire agreement of the parties and may not be amended except in writing and executed by both parties.
- 22) **Agreement Effect.** This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto. Notwithstanding anything to the contrary herein, this Agreement shall terminate once the Maintenance Bond is released and returned to Developer in accordance with paragraph 4 of this Agreement. However, Developer's indemnification obligations set forth in paragraph 32 of this Agreement shall survive termination of this Agreement.
- 23) **Incorporation of Recitals.** The recital paragraphs set forth at the beginning of this Agreement are incorporated as part of this Agreement as though fully set forth herein.
- 24) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 25) **Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 26) **Governing Law.** The laws of the State of Minnesota shall govern all issues relating to this Agreement.
- 27) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 28) **Force Majeure.** If Developer shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an event of Force Majeure, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. "Force Majeure" shall mean: flood, fire, tornado, earthquake or other casualty or natural disaster; war or national emergency; governmental moratoria, restrictions and limitations; injunctions or other similar legal actions related to the Subject Property; adverse weather conditions; strikes or other labor troubles; scarcity or unavailability of fuel, labor or materials; or any other cause beyond the reasonable control of Developer.
- 29) **Rights Cumulative.** Each right, power or remedy herein conferred on either party is cumulative in addition to every other right, power or remedy expressed or implied, now or hereafter arising, available to the City or Developer, at law or in equity, or under any other agreement, and each and every right, power or remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or Developer and it shall not be a waiver of the right to exercise it at any other time thereafter, or any other right, power or remedy.



- 30) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not, in any way, be affected or impaired thereby.
- 31) **Violation of Agreement.** In the event the Developer, or its successors or assigns, violates any of the covenants and agreements herein contained, unless this Agreement specifies a different amount of time, the City shall give Developer 30 days mailed notice thereof. If such default is not cured within the 30 day period, the City is hereby granted the right and privilege to declare the contract terminated. If the default cannot reasonably be cured within said 30 day period, and the Developer has given the City written notice of such fact, and if work on the cure in fact has been commenced within such 30 day period and the Developer is proceeding continuously and diligently in accomplishing the cure, the 30 day period shall be extended for an additional period necessary to cure the default but in no event shall the period be extended more than an additional 30 days. The initial 30 day notice period shall be deemed to run from the date of deposit in the United States mail. If the default continues after that period, the City may then, immediately, and without notice or consent of the Developer, use all of the deposited escrow funds, Letter of Credit or other surety funds to complete the Developer's obligations as set forth herein, whether or not related to escrow items and to bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement.
- 32) **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys' fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever, sustained by reason of non-compliance with this Agreement or due to the negligence or willful misconduct of the Developer, its officers, employees, or agents, or any other person or entity for whose acts or omissions constituting negligence or willful misconduct the Developer is legally responsible in conjunction with the Project.
- 33) **Attorneys' Fees.** The Developer shall pay the City's costs and reasonable attorneys' fees to be fixed by the Court in the event a suit or action is brought to enforce the terms of this Agreement.
- 34) **Stormwater Pond Access.** Developer shall be responsible for ensuring that an adequate access easement is provided to the City either across the Subject Property or across an adjacent property to allow the City to access the dedicated outlot on which the stormwater pond is located. Developer shall provide proof of recording of this easement to the City prior to commencing construction on the Project.

[signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**JP BROOKS, INC DBA JP BROOKS BUILDERS,**  
a Minnesota corporation

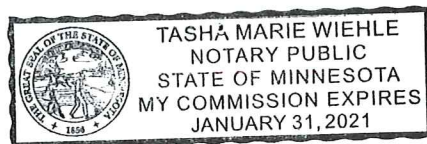
Date 2-20-2020

By: [Signature]

Its: President

STATE OF Minnesota )  
 ) ss.  
COUNTY OF Hennipen )

The foregoing instrument was acknowledged before me this 20 day of February, 2020, by Josh Pomerleau the President of JP Brooks, Inc dba JP Builders, a Minnesota corporation, on behalf of the corporation.



[Signature]  
Notary Public

**CITY OF SPRING LAKE PARK**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Its Mayor

Date \_\_\_\_\_

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

STATE OF MINNESOTA    )  
  ) ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Robert Nelson, the Mayor and Daniel R. Buchholtz, the City Administrator, Clerk/Treasurer of the City of Spring Lake Park, a municipal corporation under the laws of Minnesota, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public

**THIS INSTRUMENT WAS DRAFTED BY:**

John J. Thames, Esq.  
Carson, Clelland & Schreder  
6300 Shingle Creek Pkwy, Suite 305  
Minneapolis, MN 55430  
(763) 561-2800

### **Schedule 1**

Sheet C2-1	Site Plan	[date]
Sheet C3-1	Grading Plan	[date]
Sheet C4-1	Utility Plan	[date]
Sheet L-100	Site Landscape Plan	[date]

**Exhibit “B”**

**See Attached**







# Memorandum

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

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

**Date:** March 13, 2020

**Subject:** Camera System Replacement

The City Council discussed the replacement of security cameras at its work session on March 9, 2020. Based on that discussion, the City Council recommended approval of the following camera replacements for 2020:

Terrace Park	\$ 6,460.00
Arthur Street Pump House	\$ 4,355.00
Able Park	\$ 5,005.00
Lakeside Park	\$ 6,200.00
City Hall	\$ 7,445.00
Contingency	<u>\$ 6,250.00</u>
<b>Total</b>	<b>\$35,715.00</b>

Funds will come out of Fund 400, Revolving Construction.

If you have any questions, please don't hesitate to contact me at 763.784.6491.





## Memorandum

To: Mayor Nelson and Members of the City Council  
From: Douglas M. Ebeltoft, Director of Public Safety/Police Chief  
Date: February 27, 2020  
Subject: Terrace Park and Arthur Street Pumphouse Camera Systems

Mayor and City Council,

Currently, we have run into an issue with the above camera systems at Terrace Park and the Arthur Street Pumphouse. Both systems have experienced a catastrophic failure of the DVR's. Our camera service provider (Comm-Works, Inc./JSB Surveillance) has tried to address the issue, but our DVR's are no longer being made and are not serviceable. The cameras that we are using with the existing DVR's would require considerable work to adopt to a new DVR. The work required would make this option not cost effective.

Replacing the DVR's and Cameras at Terrace Park and Arthur Street Pumphouse would then require utilizing new software to be able to view the camera systems, hence requiring the rest of the old system to run separately from the new system.

Our current camera systems, at all of our parks and pumphouses, were installed in April of 2016; the DVR's are at the end of their life expectancy, which is four to five years.

I have received a quote to replace the DVR's and Cameras at the above locations (see attached). Since all of the rest of the existing equipment is at its life expectancy, I have also requested quotes (see attached) to replace the DVR's and cameras at the rest of our locations. It will be only a matter of time before the rest of the DVR's and camera's experience the same catastrophic failure and will need to be replaced.

The quoted cost to replace the DVR's and cameras are listed below, these quotes do not cover anything that would be found existing that needs to be repaired or replaced.

Terrace Park and the Arthur Street Pumphouse- \$10,815.00.

Able Park, Lakeside Park and City Hall - \$18,650.00

Total Cost- \$29,465.00

I have consulted with Administrator Buchholtz regarding the catastrophic failure issues being experienced and the aging condition for the rest of our equipment. At this point, we do not have any other options for Terrace Park and the Arthur Street Pumphouse but to replace the needed equipment.

Therefore, I am asking authorization from the Mayor and City Council to be able to facilitate the purchase, order and installation of the equipment for Terrace Park and the Arthur Street Pumphouse.

If the Mayor and City Council would want to consider addressing the rest of the camera systems at the other locations in our city, I would need authorization to facilitate the purchase, order and installation of the equipment for all the camera system locations in our city.

If authorization is provided for Terrace Park and the Arthur Street Pumphouse, I would request that \$2,500.00 be added to the quoted price to help cover unexpected repairs/costs. The total cost for approval would be \$13,315.00.

If authorization is provided for all camera locations in our city, I would request that \$6,250.00 or \$1,250.00 per location be added to the total quoted cost to help cover unexpected repairs/costs at all locations. The total cost for approval would be \$35,715.00.

I am looking for guidance of the wishes of the Mayor and City Council regarding this issue.

# JSB-CV202A5

HD / 5MP, IR Vandal Dome, 2.8-12mm lens,  
Indoor / Outdoor, Weatherproof, IR, ICR, OSD,  
IP67, IR Distance: 120 Ft, 5-Year Warranty

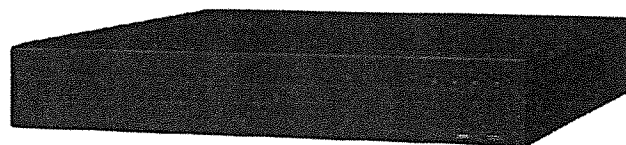


<b>Image Device</b>	Megapixel
<b>Lens</b>	2.8-12 mm
<b>Power Consumption</b>	Max 5W
<b>Day / Night</b>	Auto (ICR) / Color / B&W
<b>Minimum Illumination</b>	0.05Lux@F1.2 (AGC ON), 0Lux IR on
<b>Noise Reduction</b>	2D / 3D
<b>Lens Mount Type</b>	Autofocus
<b>Transmission Distance</b>	Over 300m via 75-3 Coaxial Cable
<b>IR LED</b>	120ft (35 Meter), Smart IR
<b>Video Output</b>	1-channel BNC HDCVI High Definition Video Output / CVBS Standard Definition Video Output (Can Switch)
<b>Ingress Protection</b>	IP67 & IK10
<b>OSD Menu</b>	Support
<b>Operating Temperature</b>	-40°C ~ +60°C / Less than 95%RH (No
<b>Dimensions</b>	Condensation) 4.8in x 3.5in (122mmx89mm)
<b>Weight</b>	1 lb (0.45 kg)
<b>Warranty</b>	5 Year Warranty



# JSB-CV16HD

16-Channel HD DVR - Up to 4K  
Resolution, Remote Camera Access,  
Works with HD & IP Cameras



## FEATURES

Delivers high megapixel full HD 1080p & 4K quality video over Coax and Ethernet

- Twelve times the resolution of standard cameras
- Works with HD, IP, and analog cameras
- Supports up to 12 Megapixel Resolution
- HD video is seen in real-time without corruption or pixelation due to network latency
- H.265 video compression with high reliability and superior definition
- Simultaneous VGA and HDMI output
- Quick & Easy search function
- 8 channel video input and 4CH audio output
- Pan Tilt Zoom functionality
- Remote configuration & Firmware upgrade
- Quick setup for easy & fast configuration
- Alarm, Motion Detection, Video Loss, HDD Failure
- E-mail notification
- N.T.P (Network Time Protocol)
- S.M.A.R.T
- Easy Backup (USB or DVD or External HDD)
- Multiple language
- Dual Streaming
- Digital Zoom Function on the network client software
- Smart Phone Viewer for Apple and Android



**JSB Surveillance**  
COMMERCIAL SECURITY SOLUTIONS

# JSB-CV16HD

CONTINUED

<b>Description</b>	16 CH HD-DVI Tribrid Stand Alone Digital Video Recorder
<b>HDD</b>	Accommodate 2 HDDs
<b>HDD</b>	Up to 2 x 10TB Hard Drives
<b>ODD</b>	N / A
<b>Video Compression Format</b>	H.265
<b>Video Input</b>	16 x BNC
<b>Max HDD Size</b>	2 x 10 TB HDD (Up to 20TB max)
<b>Max. User Access</b>	128 Users
<b>Privacy Masking</b>	4 Rectangular Zones (Each Camera)
<b>Recording Video / Audio Compression</b>	H.265/G.711
<b>Smart Phone Support</b>	iPhone, iPad, Android, Windows Phone
<b>Video Output</b>	1 x HDMI / 1 x VGA
<b>Audio Input / Output</b>	2 Audio Inputs, 1 Audio Output (Mono)
<b>Backup Device</b>	USB 2.0 Flash Drive / Network
<b>Ethernet</b>	10/100/1000 base-TX Ethernet (RJ-45)
<b>Maximum Recording Rate</b>	1080P(1~12/15fps), 720P/960H/D1 (1~25/30fps)
<b>Network Protocol</b>	HTTP, TCP/IP, UPNP, RTSP, UDP, SMTP, NTP, DHCP, DNS, PPPOR, FTP, IP SNMP, P2P
<b>Event Notification</b>	Yes
<b>Motion Detection</b>	Yes
<b>Recording Resolution</b>	4K/1080P/720P/960H/D1/4CIF
<b>IR Remote Control</b>	Yes
<b>Serial Interface</b>	1 RS-485
<b>Mobile Surveillance</b>	Yes
<b>PTZ Control</b>	Yes
<b>Mouse and Remote</b>	Included
<b>Video Loss Detection</b>	Yes
<b>Power Source</b>	DC 12V 5A
<b>Power Consumption</b>	15W (w/o HDD)
<b>Operating Temperature</b>	-10°~+55°
<b>Dimensions</b>	1, 375mmx 285mmx 55mm
<b>Warranty</b>	5 Year Warranty
<b>Single Unit Weight</b>	5.1 lb
<b>Quantity Per Carton</b>	5 Units / Master Carton
<b>Carton Weight</b>	42 lb / Master Carton



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4893

Name / Address

TERRACE PARK  
7800 TERRACE ROAD NE  
SPRING LAKE PARK, MN 55432

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	13	235.00	3,055.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
INSTALLATION	INSTALLATION OF 13 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 13 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR\NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING  **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,480.00	1,480.00

**Subtotal**

\$6,460.00

**Sales Tax (0.0%)**

\$0.00

**Total**

\$6,460.00

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

[www.jsbsurveillance.com](http://www.jsbsurveillance.com)





235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4894

Name / Address

ARTHUR STREET PUMP HOUSE

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	6	235.00	1,410.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
INSTALLATION	INSTALLATION OF 6 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 6 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR\NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING  **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,020.00	1,020.00
			<b>Subtotal</b>	\$4,355.00
			<b>Sales Tax (7.525%)</b>	\$250.96
			<b>Total</b>	\$4,605.96

Phone #

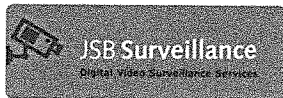
952-545-0115

Fax #

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4897

Name / Address

ABLE PARK  
8200 ABLE STREET NE  
SPRING LAKE PARK, MN 55432

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	8	235.00	1,880.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
INSTALLATION	INSTALLATION OF 8 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 8 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR\NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING  **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,200.00	1,200.00
			<b>Subtotal</b>	\$5,005.00
			<b>Sales Tax (0.0%)</b>	\$0.00
			<b>Total</b>	\$5,005.00

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

LAKE SIDE PARK

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	10	235.00	2,350.00T
TVI-916H	BULLET CAMERA WITH VARIFOCAL 5-50MM LENS AND BRACKET	1	525.00	525.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
		<b>Subtotal</b>		
		<b>Sales Tax (7.525%)</b>		
		<b>Total</b>		

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

[www.jsbsurveillance.com](http://www.jsbsurveillance.com)



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

LAKE SIDE PARK

Project

Item	Description	Qty	Rate	Total
INSTALLATION	INSTALLATION OF 11 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 11 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR/NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING  **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,400.00	1,400.00
<b>Subtotal</b>				\$6,200.00
<b>Sales Tax (7.525%)</b>				\$361.20
<b>Total</b>				\$6,561.20

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

CITY HALL

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	12	235.00	2,820.00T
TVI-916H	BULLET CAMERA WITH VARIFOCAL 5-50MM LENS AND BRACKET	1	525.00	525.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
		<b>Subtotal</b>		
		<b>Sales Tax (7.525%)</b>		
		<b>Total</b>		

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S  
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

CITY HALL

Project

Item	Description	Qty	Rate	Total
INSTALLATION	INSTALLATION OF 12 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 12 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR/NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING  **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,700.00	1,700.00
LIFT RENTAL		1	475.00	475.00T
Subtotal				\$7,445.00
Sales Tax (7.525%)				\$432.32
Total				\$7,877.32

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 3.16.20 Meeting**  
File No.: R-18GEN

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

**2020 MS4 Permit (193802936).** MS4 deadlines: Annual Report and Public Meeting due by June 31<sup>st</sup>. Pond, structural BMP, and outfall inspections by July 31<sup>st</sup>. Annual Training and program analysis due in December.

**2019 Sanitary Sewer Lining Project (193804547).** This project includes lining in the area near TH65 and Osborne Rd. Lining and lateral grout work *has been completed*. Terry Randall is *monitoring this project*.

**Arthur Street Water Treatment Plant Evaluation (193801776 Task 300).** Engineering plans and specifications for a comprehensive project to repair damage from a chlorine leak and to complete ongoing maintenance were ordered in January. The work will be completed in coordination with the League of Minnesota Cities Insurance Trust (LMCIT). Final plans are expected in March.

**Garfield Pond Improvements Project (193804750).** City Council approved award of the Construction contract on November 18, 2019. A Preconstruction Conference has been held and Contracts have been signed. *Tree clearing is nearly complete. Pond excavation and pipe work will begin late this week.*

**81<sup>st</sup> Avenue Signing Plan and State Aid System revisions (193804889).** *A draft copy of a road signing plan to prohibit trucks on the west end of 81<sup>st</sup> Avenue has been prepared. MnDOT Office of State Aid has forwarded approval information regarding the road transfer process. We are evaluating the possibility of removing more of 81<sup>st</sup> Avenue from the system and adding all of Able Street.*

**Stormwater Utility Plan (193804944).** The city is considering a stormwater utility charge. *A report and draft ordinance are being prepared.*

**2020 Street Seal Coat and Crack Repair Plan (193804979).** *Design has started – need to verify street patch areas.*

**2020 Sewer Lining Plan (193804980).** *Video inspection of recommended lines has started and will be completed in March. Priority lining segments will be determined based on the inspection. Terry Randall is monitoring this project.*

**525 Osborn Road Project.** *Continue discussions with developer regarding site plan issues.*

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

**JP Brooks Housing Project (on Monroe):** *A Comp Plan Amendment process will be completed. A preconstruction conference will need to be held before site work starts.*

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







***Suite Living Senior Care of Spring Lake Park***

***NEIGHBORHOOD REVIEW MEETING***

***March 23, 2020 at 5:30pm***

***Spring Lake Park City Hall, 1301 81<sup>st</sup> Avenue NE***

To: Neighbors of the Proposed Senior Housing at 525 Osbourne Rd

From: Jeremy Larson  
Project Manager  
Hampton Companies  
(651) 253-8924  
[jeremy@hamptoncos.com](mailto:jeremy@hamptoncos.com)

Daniel Buchholtz  
Administrator, Clerk/Treasurer  
City of Spring Lake Park  
(763) 784-6491  
[info@slpmn.org](mailto:info@slpmn.org)

Hampton Companies has submitted a development proposal to the City of Spring Lake Park. As part of the process, the City and Hampton Companies are conducting an informational meeting. Invitation to this informational meeting is being extended to you as a property owner near the project area. Our informational meeting is intended to allow and encourage citizen participation.

It is our desire to be proactive in addressing concerns of adjoining property owners. Hampton Companies will be working with all of the city's departments to ensure we are adhering to the city's requirements. The City and Hampton Companies believe it is important to inform people about the proposal, address any questions or issues and maintain communication throughout the process. Representatives from the City and Hampton Companies will conduct a brief overview of the development plan and then address questions in an open discussion. We believe these meetings are beneficial to both existing and future property owners and look forward to the opportunity.

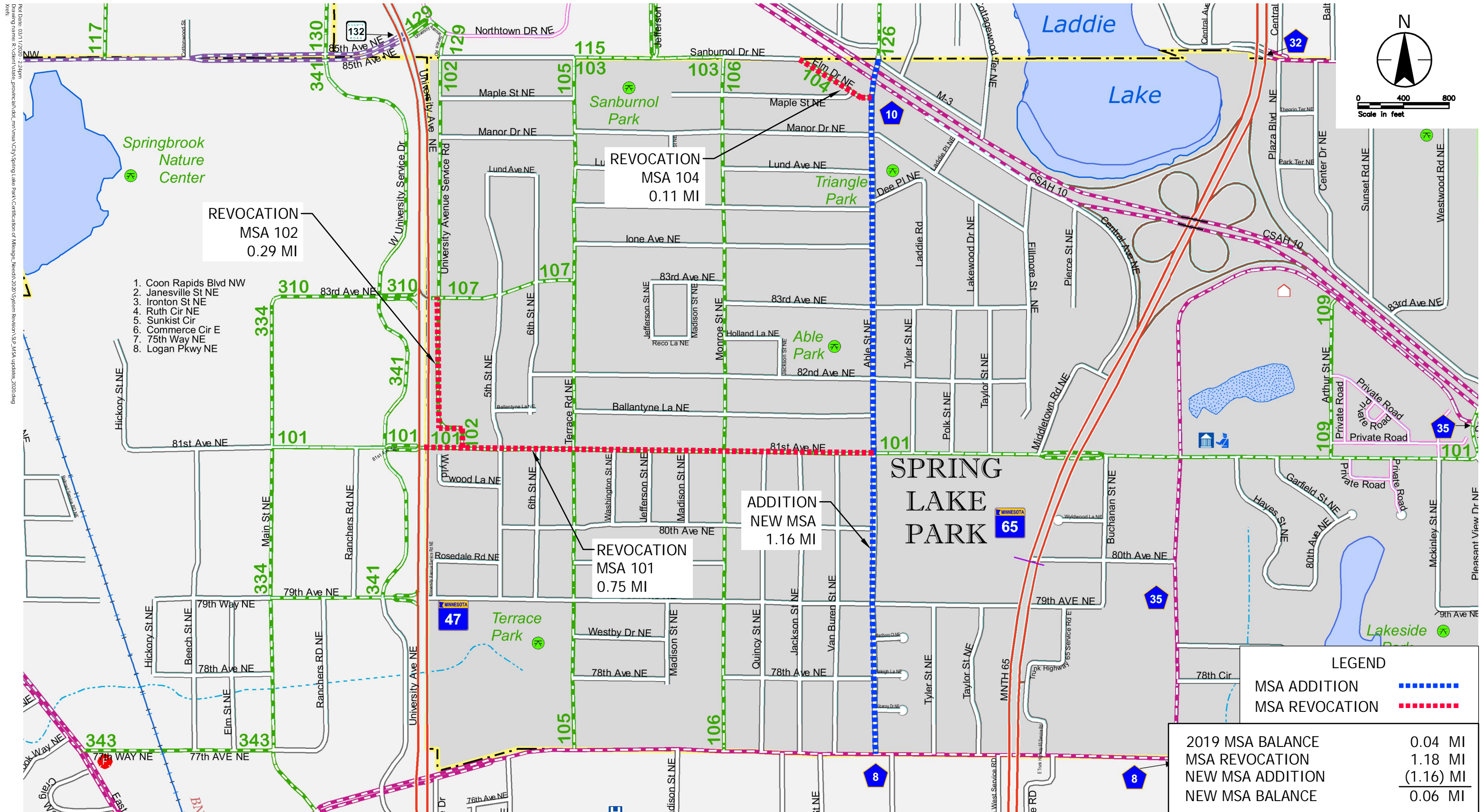
The new building will be a 32 unit, single level, slab on grade building. The materials and finishes are brought together to give the appearance of a custom residential home. Photos of previous projects along with plans for review at the meeting. A rendering of the building is shown below.



If you have any questions prior to the meeting, or cannot attend, please contact us at the phone numbers/e-mail addresses listed above.







PROPOSED MSA SYSTEM REVISIONS - 2020

CITY OF SPRING LAKE PARK, MN  
MUNICIPAL STATE AID SYSTEM

FIGURE 1

	Segment	Begin	End	Length		
				Lin Ft	Miles	Needs
Revocation						
1	University Service Drive	81st Avenue	83rd Avenue	1522	0.29	0.29
2	81st Avenue	University Avenue (TH 47)	Able Street	3950	0.75	0.78
3	Elm Drive	Sanburnol Drive	Able Street	727	0.14	0.11
					1.18	1.18
Designation						
1	Able Street	Osborne Road (CSAH 8)	North City Limit	6105	1.16	
					1.16	

March 8, 2020

City of Spring Lake Park  
ATTN. SLP Police Department  
1301 81st Ave. NE  
Spring Lake Park, MN 55432

Once again I wish to express my deepest appreciation for the extraordinary service of the SLP Police Department and city maintenance staff. Friday March 5th on a trip to our local Cub store my means of transportation, a PRIDE scooter failed power at the intersection of 81st Ave. NE and Monroe St. NE. My son arrived along with SLP Police Officer Dave. I expected to push the scooter home but soon a city maintenance vehicle and driver arrived, loaded said scooter on to the truck and delivered it to my home at 7902 Able St. NE. What a tremendous and unexpected service! I feel great pride and gratitude to live in a community with such dedicated servants to its residents. Thank you again to all involved SLP personal.

Sincerely grateful,

*Erna Thornley*



## Incident Details for 20056069

[Back to Home](#)

OFFENSE: MISCELLANEOUS OFFICER

DESCRIPTION: PUBLIC ASSIST

[Imaged Documents](#)

DATE OF INCIDENT: 3/6/2020 2:20:00 PM

Attachments (0)

LOCATION OF INCIDENT: 81ST AVE NE / MONROE ST NE, SPRING LAKE PARK, MN 55432

NAME	DOB	SEX	INV. TYPE
THOMLEY, ERNA MAE		F	PERSON MENTIONED

REPORTING OFFICER(S): CHLEBECK, DAVID L WPD00007

CASE SUMMARY: Public assist

### Narratives

#### ORIGINAL OFFICER NARRATIVE

While on patrol I found E. Thomley at the above location with her mobility scooter. Her scooter was having mechanical issues and would not run. I contacted Public Works and Ken responded to help. I assisted Ken in lifting the scooter into his truck and he brought the scooter home for E. Thomley. E. Thomley's son arrived and gave her a ride home. NFA

*Chlebeck, David L WPD00007*