



**CITY COUNCIL REGULAR AGENDA  
MONDAY, MARCH 01, 2021  
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 - December 7, 2020 City Council Work Session
  - [B.](#) Approval of Minutes - January 11, 2021 Work Session
  - [C.](#) Approval of Minutes - February 16, 2021 City Council Meeting
  - [D.](#) Approval of Payment of First Half Assessment to Suburban Rate Authority
  - [E.](#) Approve Resolution 21-09 Approving State of MN Joint Powers Agreements with the City of Spring Lake Park on Behalf of Its City Attorney and Police Department
  - [F.](#) Right of Way Application - CenterPoint Energy
  - [G.](#) First Quarter Billing for 2022 Payable 2023 Property Tax Assessment - Ken Tolzmann
  - [H.](#) Contractor's Licenses
- 7. DEPARTMENT REPORTS**
  - A. Public Works Report
  - [B.](#) Code Enforcement Report
- 8. ORDINANCES AND/OR RESOLUTIONS**
  - [A.](#) Resolution 21-10, Approving Rear Yard and Side Yard Variance to Allow Construction of an Accessory Building at 8037 6th Street NE
  - [B.](#) Resolution 21-11, Expressing Support for SF 1044/HF 1034, A Bill Extending Eligibility for Unemployment Benefits to Secondary Students
- 9. NEW BUSINESS**
  - [A.](#) Zoning Compliance Agreement - 7739 Monroe St NE
  - [B.](#) Request for Work Session - March 8, 2021
- 10. REPORTS**
  - A. Attorney's Report
  - [B.](#) Engineer's Report
  - C. Administrator Report

**SEE NEXT PAGE 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.

**11. OTHER**

A. Request for Closed Session pursuant to 13D.05(3) - Attorney Client Privilege - Garfield Pond Project

B. Correspondence

**12. ADJOURN**

## **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 Worksession was held on December 07, 2020 at the Spring Lake Park City Hall, 1301 81st Ave NE, at 5:30 PM

### 1. CALL TO ORDER

Mayor Nelson called the meeting to order at 5:30 P.M.

#### Roll Call:

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

Members Absent: None

Staff Present: Police Chief Ebeltoft, Administrator Buchholtz

Visitors: David Frei, Family Promise of Anoka County, Dave Noe, Family Promise of Anoka County

### 2. DISCUSSION ITEMS

- A. Discuss Request from Family Promise of Anoka County for Code Amendment to Allow a Homeless Shelter in the C-2 Zoning District

Administrator Buchholtz provided an overview of the request from Family Promise of Anoka County to either lease or purchase the property at 1628 County Road 10 to be used as a homeless shelter for families. He stated that the use is not specifically defined in the zoning code as either a permitted or conditional use. He reported that Family Promise is seeking input from the City Council on a potential request or a zoning code amendment to permit a shelter use in the C-1, Shopping Center Commercial, Zoning District.

The City Council held significant discussion on the code amendment request. Councilmembers raised issues associated with the use including compatibility of the use with surrounding residential, commercial and child care uses abutting the building, the permanency of the use should Family Promise of Anoka County purchase the building, and security concerns associated with the use. After the discussion, the City Council expressed insufficient support for an amendment to the zoning code.

No action was taken on the item.

- B. Request for Lease Amendments at 8466 Hwy 65 - RS Properties

Administrator Buchholtz reported that the City had received a request from Ray McManus, owner of RS Properties, for an amendment to the lease covering City-owned property at 8466 Highway 65 NE. He said the current 5 year lease began on January 15, 2018 and will

expire on January 14, 2023. He stated that the lease contains one 5 year extension. He noted that the current monthly lease rate is \$5,600, with the tenant responsible for property taxes and insurance. He stated that the monthly lease rate will increase to \$7,000/month with the 5 year renewal.

Administrator Buchholtz noted that the owner proposed a new long-term lease with significant rent reductions. He stated that his initial analysis would be that the lease would mean a rent reduction of over \$300,000 over 5 years. He stated that he had talked to a commercial broker that stated that other commercial property owners have provided a rent amortization to provide relief rather than a rent abatement. He stated that staff recommended a short-term rent relief package.

Councilmembers discussed the issue. Several Councilmembers expressed frustration at the size of the request and highlighted the assistance the City Council had provided previously. The City Council determined that the COVID-19 pandemic has had a significant impact on hospitality businesses, like Sunset Grill, and that a short-term relief package of 6 months would be appropriate.

CONSENSUS OF THE CITY COUNCIL is to authorize the Administrator, Clerk/Treasurer to make an offer of a 6 month rent abatement to RS Properties. The rent abatement would not include an abatement of the portion of the lease dedicated to property taxes and insurance. The rent abatement could be taken consecutively or non-consecutively, but would expire prior to the end of the lease on January 14, 2023.

C. Discuss Potential Sale of McKinley Street Lots

Administrator Buchholtz stated that Councilmember Goodboe-Bisschoff requested the matter of selling the 4 city-owned lots on McKinley Street. He stated that he reached out to realtor Dan Super who suggested that the lots could be listed for \$100,000 - \$125,000. He requested that, should the City Council wish to offer the lots for sale, staff be authorized to work with a realtor to sell them.

City Councilmembers discussed the sale of the lots. Members of the City Council were supportive of selling the lots, but wanted to ensure that the lots were sold to individuals who were willing to build a home on the lots within one year.

CONSENSUS OF THE CITY COUNCIL was to authorize the Administrator, Clerk/Treasurer to market the lots and bring forward any proposals to the City Council for action.

### 3. REPORT

A. Administrator Report

No report.

**4. ADJOURN**

Mayor Nelson declared the meeting adjourned.

The work session was adjourned at 6:45pm.

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Robert Nelson, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer





## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Worksession was held on January 11, 2021 at the 1301 81st Avenue NE, Spring Lake Park, MN, at 5:30 PM

### 1. CALL TO ORDER

Mayor Nelson called the City Council work session to order at 5:30pm.

Present: Councilmembers Wendling, Delfs, Goodboe-Bisschoff, Dircks, Mayor Nelson

Absent: None

Staff Present: Police Chief Ebeltoft, Recreation Director Okey, Public Works Director Randall, Attorney Thames, and Administrator Buchholtz

Others Present: Dr. Susan Herreid, Consultant

### 2. DISCUSSION ITEMS

#### A. Climate Assessment Survey Overview - Dr. Susan Herreid

Dr. Susan Herreid provided an overview of the Climate Assessment Survey. Administrator Buchholtz provided an overview of the implementation strategy to bring Dr. Herreid's recommendations into action, including spelling out job rolls and job expectations, improving staff communication, assign Building Official Jeff Baker to be in charge of Administration Department in the Administrator's absence, establish annual training for staff, and support Police Department in the implementation of recommendations associated with the Police Department.

#### B. Resource Clearinghouse (*Dircks*)

Councilmember Dircks requested that the City provide a list of resources on its website on where to get services in this unprecedented time. Administrator Buchholtz stated that staff would put a link on the City's website to the Anoka County Community Action Partnership (ACCAP) Community Resources Guide. He said that staff would also put the weblink for the Resource Directory in the next edition of the City newsletter.

#### C. Low Cost Veterinary Clinic Discussion (*Goodboe-Bisschoff*)

Councilmember Goodboe-Bisschoff requested a discussion about the City working with a veterinarian to provide low-cost veterinary services to our residents. Recreation Director Okey provided information about amobile clinic sponsored by MNSNAP, a spay and neuter assistance program, providing high-quality, low cost spay and neuter services to income qualified people, rescues, shelters and feral cats in Minnesota. She also provided information about the VIP Pet Care service. Councilmember Goodboe-Bisschoff inquired about interest in the City providing low cost vaccinations for pets. Members expressed concern about using City tax dollars on this purpose. No action was taken on this item.

D. Manor Drive Sidewalk Discussion (*Goodboe-Bisschoff*)

City staff provided an update on the Manor Drive sidewalk, stating that staff would be obtaining quotes for the project for possible award in March. Staff stated that the sidewalk would follow the south curb line on Manor Drive. No action was taken on this item.

A. Administrator Report (if any)

There were no Administrator reports.

Mayor Nelson adjourned the work session meeting.

Meeting adjourned at 8:00 PM.

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Robert Nelson, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on February 16, 2021 at the City Hall, at 7:00 PM.

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

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

### **2. ROLL CALL**

#### PRESENT

Mayor Robert Nelson  
Councilmember Ken Wendling  
Councilmember Brad Delfs  
Councilmember Barbara Goodboe-Bisschoff  
Councilmember Lisa Dircks

#### STAFF PRESENT

Police Chief Ebeltoft, Building Official Baker, Parks and Recreation Director Okey and Administrator Buchholtz

#### VISTIORS

Marco Naranjo, 7739 Monroe Street NE  
John Connelly, Twin Cities North Chamber of Commerce

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

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

Administrator Buchholtz requested that a 2 AM Liquor License renewal for Monte's Sports Bar be added to the agenda as Item 6.J.

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

Mr. Naranjo, 7739 Monroe Street NE, expressed his concern with the notices and citations he has received regarding the parking on unapproved surfaces at his property. He stated that he has eight cars on the property and has made arrangements with a contractor for a new driveway to be installed. He stated that he needs more time for project than what is being required with the citation due dates.

Building Official Baker reported that he had received complaints regarding the number of cars and having them parked on an unapproved surface. He reported complaints were received in 2020 as well. He stated that he received driveway plans within the past few days but has not reviewed the plans as of the Council meeting. He stated that the property has needed clean up and compliance for the past two years.

Mr. Naranjo stated that he needs more time to complete the driveway expansion. He stated he has hired a contractor and work cannot be done in with the current weather conditions.

Councilmember Goodboe-Bisschoff inquired if there is a business on the property and as to why there are so many cars. Mr. Naranjo stated that his family has moved into his home since the pandemic and the extra vehicles are those of family members living at his home. He stated that all the vehicles are operable and licensed.

Mayor Nelson inquired when road conditions are usually lifted and when the hot tar mix could be used for a time frame to be established for the driveway work to be completed. Mr. Baker stated that typically road restrictions are lifted in late spring. He stated that he would be comfortable with a May date for completion since the plans and permit have been applied for.

Councilmember Delfs inquired if a variance is needed for the expansion of the driveway. Administrator Buchholtz stated that no variance would be needed as there appears to be enough room to pave the area and still be within the required setback area.

Mayor Nelson stated that he would be comfortable with an agreement with the homeowner and the City with the understanding that the work be completed when the weather permits and that a deadline could be set for the corrections to be done. He stated that as long as the corrections are completed and the vehicles belong to family members he is comfortable with waiving the citations. Mr. Baker agreed that a contract could be signed and would abstain from issuing fines at this time.

Mayor Nelson asked that Mr. Naranjo contact staff at City Hall for the agreement arrangements to be put into place.

### **Twin Cities North Chamber of Commerce - John Connelly**

Mr. Connelly thanked the Council and the City for the distribution of Cares Act money to the local businesses during the pandemic. He stated that the funds were very helpful to the businesses.

Mr. Connelly provided an update of the Twin Cities North Chamber of Commerce events and their participation in the local communities. He provided a recap of the recent donations to the local food shelves. He stated that the Commerce looks forward to upcoming events in the City.

## **6. CONSENT AGENDA**

- A. Approval of Minutes - February 1, 2021 City Council Meeting
- B. General Operations Disbursements #21-01 \$670,923.00
- C. Contractor's Request for Payment No. 4 - Visu-Sewer \$61,341.50
- D. Resolution 21-06, Authorizing a Transfer from the General Fund to the Tower Days Fund
- E. Resolution 21-08, Authorizing Fund Closure of 2014A GO Improvement Bond Debt Service Fund and Transfer Assets to New 2021A GO Improvement Refunding Bond Debt Service Fund
- F. Contractor Licenses

- G. Tobacco License
- H. Approval of Right of Way Permit - Comcast
- I. Request for Payment - Magney Construction Arthur Street WTP Repairs
- J. 2 AM Liquor License – Monte’s Sports Bar

Councilmember Goodboe-Bisschoff inquired if the Tower Days transfer could be reversed if the Tower Days celebration does not take place. Administrator Buchholtz stated that it was a permanent transfer, but the City Council could transfer money back if so desired, with a separate resolution.

Councilmember Wendling inquired if the Arthur Street Water Treatment plant repairs were completed. Administrator Buchholtz stated that the electrical work is underway with good progress being made.

Motion made by Councilmember Wendling to approve Consent Agenda.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks. Motion carried.

## **7. DEPARTMENT REPORTS**

### **A. Police Report**

Chief Ebeltoft reviewed the staff report with the Councilmembers.

Councilmember Wendling inquired on the how the Police vehicles are holding up in the cold weather. Chief Ebeltoft reported that the vehicles are running well and the two new squad vehicles will be arriving soon.

The Council thanked the Reserve Officers for their dedication and hard work.

### **B. Parks and Recreation Report**

Parks and Recreation Director Okey reviewed the monthly statistics and a recap of the Parks and Recreation Commission meeting. She reported that staff has been working on the winter/spring activity brochure and preparing for registration of programs. She reported that applications are being accepted for the flower bed volunteers and softball registrations.

Ms. Okey reported that the Dine and Dance series has been scheduled and will begin in June. She provided a flier with the dates and scheduled bands. She stated that the Beyond the Yellow Ribbon Committee will be selling concessions during the event. She reported that the Tower Days Committee is moving ahead with modified plans for the event.

**8. ORDINANCES AND/OR RESOLUTIONS****A. Ordinance 471, Relating to and Regulating Arterial Roadway Medians Located Within High Traffic Intersections**

Mayor Nelson reported that the Ordinance was discussed at the City Council work session on February 8, 2021.

Motion made by Mayor Nelson to approve Ordinance 471, An Ordinance Relating To and Regulating Arterial Roadway Medians Located Within High Traffic Intersections.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff

Voting Nay: Councilmember Dircks. Motion carried.

**B. Ordinance 472, Relating to and Regulating Targeted Picketing in Residential Neighborhoods in the City of Spring Lake Park**

Mayor Nelson reported that the Ordinance was discussed at the City Council work session on February 8, 2021.

Motion made by Mayor Nelson to approve Ordinance No.472 an Ordinance Relating To and Regulating Targeted Picketing In Residential Neighborhoods In The City of Spring Lake Park.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks. Motion carried.

**C. Resolution 21-07, Expressing Support for SF 82/HF 185, A Bill Increasing the Penalty for Certain Attempts to Commit Murder in the First Degree**

Mayor Nelson reported that the Resolution was discussed at the City Council work session on February 8, 2021.

Motion made by Mayor Nelson to approve Resolution 21-07, Expressing Support for SF 82/HF 185, A Bill Increasing The Penalty For Certain Attempts To Commit Murder In The First Degree.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks. Motion carried.

**9. NEW BUSINESS****A. Approval for Preparation of Update and Application for Storm Water Pollution Prevention - MS4 Permit**

Administrator Buchholtz reviewed the staff report with the Council. He reported that the Storm Water Pollution Prevention Program (SWPP) needs to remain in compliance with the new Ms4 General Permit. He stated that Stantec has submitted an estimate for the updating process. He reported the estimated cost to be \$14,100.

Mayor Nelson stated that he understands that this requirement needs to be done but he has a hard time spending funds for unfunded mandates from the Federal and State governments. He noted that it is important to stay up to date on the flood control and water quality in the city.

Motion made by Councilmember Dircks to Approve Preparation of Update and Application for Storm Water Pollution Prevention - MS4 Permit.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks. Motion carried.

**10. REPORTS****A. Attorney's Report – No report****B. Engineer's Report**

The Engineer's report was provided in the council packet.

**C. Administrator Report**

The Administrator Report was provided in the council packet. He reported that he has received information from Chief Ebeltoft for review for the succession process for the Police Chief position.

Administrator Buchholtz reported that a total of \$10,000 has been saved in electrical cost since the approval of the solar panel garden that the City participates in. He stated that he feels the savings will multiply over time and currently the energy produced by the solar garden would power 112 homes for a year.

Councilmember Goodboe-Bisschoff inquired where the solar gardens are located. Administrator Buchholtz reported that the gardens are located in counties bordering Anoka County.

**11. OTHER**A. Correspondence

Councilmember Dircks requested the Council to authorize a letter of support for HF 1034/SG 1044, which changes a 1939 law related to eligibility for unemployment for high school students. She reported that the current law negatively impacts families in Spring Lake Park. The Consensus of the Council was to have the City Council review materials and inform Administrator Buchholtz of their position by Monday, February 22, 2021, for possible inclusion on the March 1, 2021 agenda.

Mayor Nelson reported that the Beyond the Yellow Ribbon pork chop dinner will be held on Monday, February 22, 2021 at the VFW.

**12. ADJOURN**

Motion made by Councilmember Wendling to adjourn the meeting.

Voting Yea: Mayor Nelson, Councilmember Wendling, Councilmember Delfs, Councilmember Goodboe-Bisschoff, Councilmember Dircks. Motion carried.

The meeting adjourned at 8:07 PM.

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Robert Nelson, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



**SUBURBAN RATE AUTHORITY**

150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9233

**INVOICE****TO:**

Mr. Daniel Buchholtz  
City Administrator  
City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, MN 55432-2116

**DATE:** 02/10/2021

<u>DESCRIPTION</u>	<u>NUMBER OF VOTES</u>	<u>AMOUNT</u>
2021 Membership Assessment: (\$461.00 per vote)	2	\$922
Assessment Paid:		\$0
<b><u>First Half Assessment Due and Payable:</u></b>		<b><u>\$461</u></b>

**Please Send Payment To:**

Mr. Darin Nelson  
Treasurer  
Suburban Rate Authority  
Minnetonka City Hall  
14600 Minnetonka Boulevard  
Minnetonka, MN 55345-1502





Offices in  
Minneapolis  
Saint Paul  
St. Cloud

Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300 telephone  
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**JAMES M. STROMMEN**

Attorney at Law

Direct Dial: (612) 337-9233

Email: [jstrommen@kennedy-graven.com](mailto:jstrommen@kennedy-graven.com)

February 10, 2020

Mr. Daniel Buchholtz  
City Administrator  
City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, MN 55432-2116

**Re: 2021 First Half Suburban Rate Authority Assessment**

Dear Mr. Buchholtz:

Enclosed is the first half assessment for 2021 membership in the SRA, as well as a W-9 form with the SRA's new mailing address. With its 32 city membership, the SRA continues to be a strong, collective voice for cities and their gas, electric and telecommunications ratepayers.

The second half of 2020 was very active for the SRA with good results for SRA members with Xcel Energy and CenterPoint customers. The COVID pandemic has hit most sectors very hard and put a great strain on city budgets. In late December, the SRA supported and the Minnesota Public Utilities Commission adopted a "stay out" alternative proposal from Xcel Energy instead of proceeding with its filed rate case in November 2020 seeking double-digit rate increases across all customer classes. The stay out deferral will maintain current rates at substantially the same levels throughout 2021 while cities and their constituents recover from the pandemic. This includes city street lighting and municipal pumping rates, and rates to residential customers, in particular.

CenterPoint also brought a rate case that settled in August 2020 reducing its requested rate increase by 38%, and with no increase to the fixed customer charge. The SRA was active in evaluating a residential customer energy conservation assistance program proposed by the City of Minneapolis. The program seeks to assist low- and moderate-income homeowners and renters but was not developed to a sufficient point to implement it even as a pilot, with unquantified costs that the City sought to recover from all ratepayers. The program was referred to a new docket for further vetting.

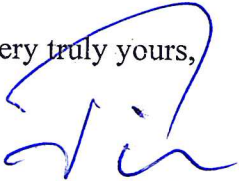
Finally, many SRA cities have participated in solar and other clean energy programs and adopted energy policies over the last decade. These issues are becoming central to Xcel Energy costs and system structure over the next twenty years and beyond. The SRA board has taken steps to become and stay informed on these issues. The SRA, its member cities and their residents and businesses must be engaged as Xcel Energy and CenterPoint make important long-term generation,

Mr. Daniel Buchholtz  
February 10, 2021  
Page 2

transmission, and distribution decisions in providing safe, reliable clean energy and cost-effective service for all customers.

Thank you for the City's important contribution to protecting municipal interests and the interests of residents and businesses within SRA cities on utility matters. If you have any questions about the issues the SRA is currently addressing, please contact me.

Very truly yours,



James M. Strommen  
General Counsel

Enclosure

cc: SRA Delegate

## RESOLUTION NO. 21-09

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

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Spring Lake Park on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the Director of Public Safety/ Police Chief Douglas Ebeltoft or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

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

3. That the City Attorney, John Thames, Carson, Clelland and Schreder Law Firm or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Dawn Speltz is appointed as the Authorized Representative's designee.

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

The foregoing Resolution was moved for adoption by Councilmember

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

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the first day of March 2021.

APPROVED BY:

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Robert Nelson, Mayor  
CITY OF SPRING LAKE PARK

ATTEST:

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Daniel Buchholtz, City Administrator

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187533, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

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

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

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

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

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

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

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

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

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

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

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

**11.** [reserved]

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

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with authorized authority)

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



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

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

**Recitals**

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

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

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

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

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

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

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

**2.6 Access granted.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3 Payment**

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

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

### **4 Authorized Representatives**

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

The Agency's Authorized Representative is Chief Douglas Ebeltoft, 1301 81<sup>st</sup> Avenue NE, Spring Lake Park, MN 55432, (763) 792-7000, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

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

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

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

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

## **6 Liability**

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

## **7 Audits**

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

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

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

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

## **8 Government Data Practices**

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

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

## **9 Investigation of alleged violations; sanctions**

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

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

### **9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

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

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

### **9.3 Sanctions Involving Only Court Data Services**

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

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

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

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

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

Name: \_\_\_\_\_  
(PRINTED)

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

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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



CITY OF SPRING LAKE PARK  
 1301 Eighty-First Avenue N.E.  
 Spring Lake Park, MN 55432  
 Ph: 763-784-6491 Fax: 763-792-7257

# PUBLIC RIGHT-OF-WAY APPLICATION

SAP# 97101750

MGC# 21-531

NAME/COMPANY: CENTERPOINT ENERGY

GOPHER 1-CALL REG. NO.: 0029

ADDRESS: 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

PHONE: 612-321-5347

FAX: \_\_\_\_\_

E-MAIL ADDRESS: cameron.victor@centerpointenergy.com

NAME OF REPRESENTATIVE: Cameron Victor

REPRESENTATIVE PHONE NO'S.: 612-321-5347

DESCRIPTION OF PROPOSED WORK: including a start date and completion date:

Installation of natural gas service and meter

8236 ABLE ST NE

*OK TR  
2/16/21*

START DATE: 03/01/2021

COMPLETION DATE: 12/31/2021

The City of Spring Lake Park reserves the right to modify the schedule as necessary in the issuance of the permit. Therefore, the dates stated on this application may not necessarily match actual approved dates.

EXPLANATION OF RESTORATION: \_\_\_\_\_

Please waive permit fees per franchise agreement

02/15/2021

Authorized Representative Signature

Date

### FOR OFFICE USE ONLY

- |  |                          |   |
|--|--------------------------|---|
| <input type="checkbox"/> PROOF OF CERTIFICATE OF INSURANCE:                                      | VERIFICATION DATE: _____ | <input type="checkbox"/> LETTER OF CREDIT OR CONST. BOND  |
| <input type="checkbox"/> SCALED DRAWING SHOWING LOCATION   |                          | <input type="checkbox"/> COPY OF CERTIFICATE OF AUTHORITY |
| <input type="checkbox"/> COPY OF INSURANCE POLICIES<br>(If Corporation; from Secretary of State) |                          | (From M.P.U.C., State, or Federal Agency)                 |
- PERMIT FEES:  Excavation Hole - \$150.00  Emergency Hole - \$55.00  
 Trench - \$70.00/100'+Hole fee  Obstruction Fee - \$50.00+.05/Ft.

Receipt No.: \_\_\_\_\_

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

Initials: \_\_\_\_\_

**APPLICANT MUST CONTACT THE SPRING LAKE PARK PUBLIC WORKS DIRECTOR AT 763-792-7227 48 HOURS PRIOR TO COMMENCING WORK**

NAME: \_\_\_\_\_

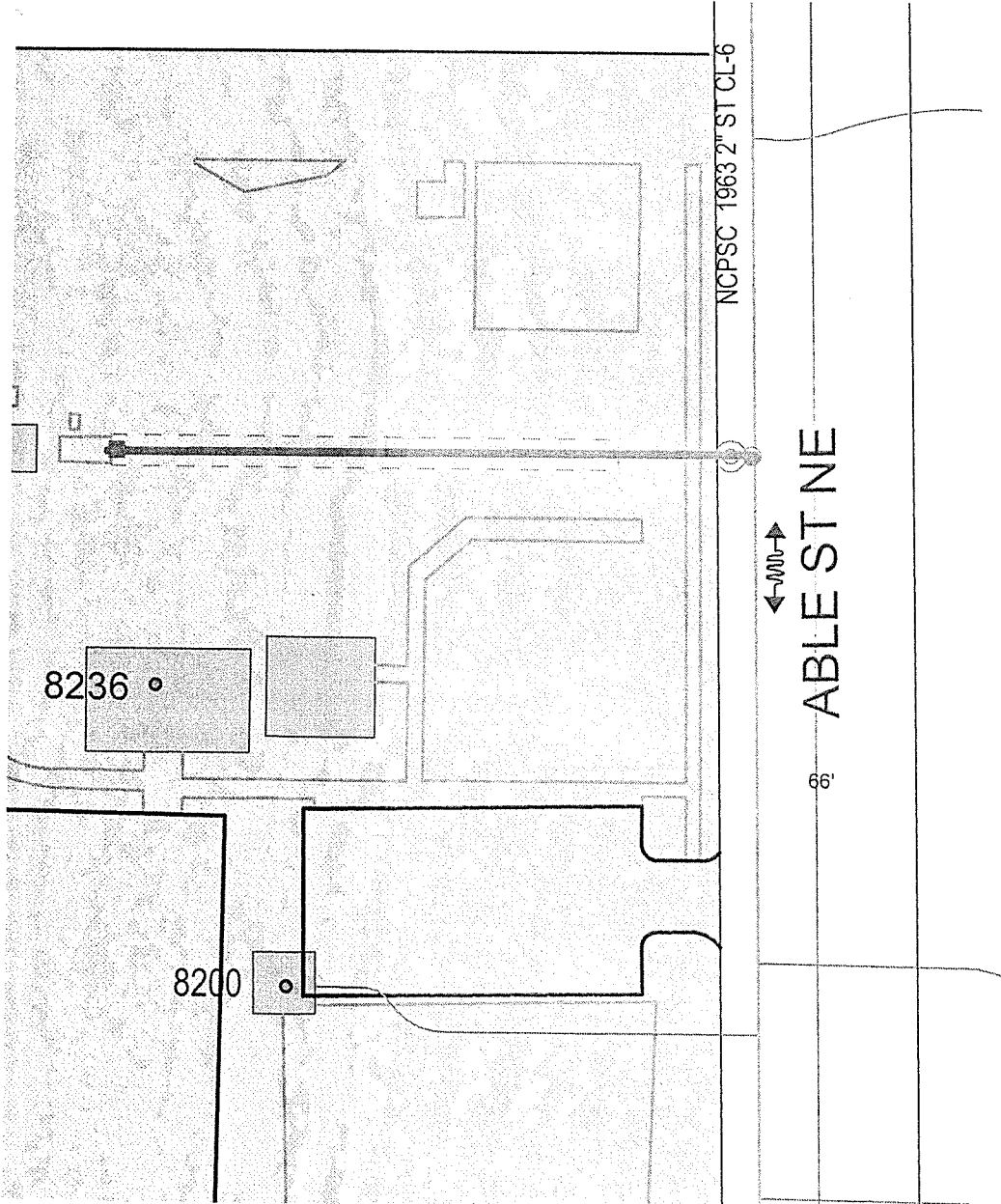
DATE: \_\_\_\_\_

Center Point Energy design for installing Natural Gas to your facility.  
 Location of the Service Line and Meter Location on the building. If there is  
 any use contact the Designer or Sales Rep as shown in the Title Block.  
 If gas service lines can be installed, you must clearly mark all  
 existing underground facilities including: septic tanks, drain fields,  
 water wells, sprinkler systems, invisible fences, electric lines  
 . CenterPoint Energy and its representatives are not responsible  
 for these items if they are not clearly marked at time of installation.

LEGEND:

- ACTIV
- DESIG
- - - PROP
- ABANI
- ABANI
- Intern
- Existi
- Norm
- Futur
- Propc

Address: 8236  
 Customer: T-M  
 Contact Person  
 Contact Phone  
 Sales Rep: ME  
 Sales Rep Phone  
 Construction H  
 Copies To Pipe  
 Curb Valve: NC  
 Copies to Corri  
 Corrosion Appr  
 KLEVE  
 Follow Internal  
 Requirements?  
 GFIP#: N/A  
 Permits: CITY  
 PARK  
 Requested Inst  
 Approval: \_\_\_\_\_





# Kenneth A. Tolzmann, SAMA

Spring Lake Park City Assessor

February 22, 2021

City of Spring Lake Park  
1301 81<sup>st</sup> Ave NE  
Spring Lake Park, Mn 55432  
Attn: Mr. Daniel Bucholtz, Admin.

Re: First Quarter Billing for 2022 Payable 2023 Property Tax Assessment.

Dear Mr. Bucholtz,

The annual cost for assessment services in accordance with our contract is as follows:

1985 Residential improved parcels @ \$10.00 per parcel -----	\$19,850.00
321 Commercial/Ind/Apt parcels @ \$55.00 per parcel -----	17,655.00
44 Unimproved land parcels @ \$ 2.50 per parcel -----	110.00
89 Exempt parcels	nc

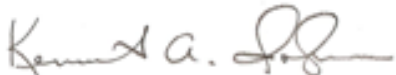
Total Cost for year 2022 assessment payable in 2023: \$37,615.00

First Quarter Amt. Due: \$ 9,403.75

The above figures are in accordance with our contract for services dated December 17, 2018.

If you have any questions, please give me a call at 464-4862.

Sincerely,



Kenneth A. Tolzmann, SAMA#1939  
Spring Lake Park City Assessor  
24738 Hamlet Ave. N.  
Forest Lake, Mn 55025

Cell/Text 651 605-5125 Email: [Kentolz@aol.com](mailto:Kentolz@aol.com)  
13921 45<sup>th</sup> Avenue N Plymouth, MN 55446

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

Licensed Contractor's

March 1, 2021

General Contractor

Cook Construction, Inc.

Plumbing Contractor

Steinkraus Plumbing, Inc.

2021-2022 Contractors

Mechanical Contractors

Gartner Refrigeration, Inc.

Metropolitan Mechanical Contractors, Inc.

Plumbing Contractors

Homeworks Services, Co.

Mad City Home Improvement, LLC.

Metropolitan Mechanical Contractors, Inc.

Steinkraus Plumbing, Inc.

Tree Contractors

Jeff Hoheisel Professional

Minnesota Tree Experts

Sav A Tree, LLC.



The Code Enforcement Report will be distributed at the meeting.



**RESOLUTION NO. 21-10**

**A RESOLUTION APPROVING A REAR YARD AND SIDE YARD VARIANCE TO ALLOW CONSTRUCTION OF AN ACCESSORY BUILDING AT 8037 6<sup>TH</sup> STREET NE**

**WHEREAS**, Virginia Moucha, owner of a residential home at 8037 6th Street NE, has made application for a variance from Appendix D, Chapter 153 of the Zoning Code to allow a shed to be constructed within the required rear yard and side yard setbacks; and

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

Lot 15, Block 1, Ferndale Addition, Anoka County, Minnesota; and

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

**WHEREAS**, a public hearing to consider the proposed variance was held on February 22, 2021; and

**WHEREAS**, the request was made for construction of a building addition to be located on the rear and side lot lines; and

**WHEREAS**, the Planning Commission has considered the application against the practical difficulties test as outlined in Section 16.60.040 of the Spring Lake Park Zoning Code; and

**WHEREAS**, the Planning Commission has recommended approval finding that 1) a 200 square foot shed is permitted as an accessory use in the R-1 zoning district and is a reasonable use of the property; 2) the new shed will be located on an existing concrete slab that served as the foundation for a previous shed that was located on the same footprint; 3) sheds on neighboring properties are also located on the rear lot line, so the location of a shed in this location will not alter the essential character of the neighborhood; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council hereby approves the request of Virginia Moucha for a variance from the strict interpretation of Appendix D, Chapter 153 of the Zoning Code for the placement of an accessory building within the rear yard and side yard setbacks at 8037 6th Street NE.

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 1st day of March, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

---

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:** February 23, 2021

**Subject:** Variance Application – Virginia Moucha

Virginia Moucha, 8037 6<sup>th</sup> Street, applied for a variance from the rear yard and side yard setback to set a 200 square foot utility shed on the rear and side property line. Typically, the setbacks for an accessory are 5 feet from the rear lot line and 5 feet from the side lot line.

The proposed location of the shed is the same location as the previous shed. The previous shed was torn down due to its dilapidated state. The previous shed was located on a concrete slab, which will be reused for the new shed.

Staff initially reviewed the application and recommended denial of the variance application, due to the fact that the applicant did not appear to meet the practical difficulties test. The Planning Commission held a public hearing on February 22, 2021. The Planning Commission, after reviewing the applicant and hearing testimony provided by the applicant, unanimously recommended approval of the variance application.

After hearing additional details about the application and the condition of the previous shed on the site, staff has softened its position on the outcome of the practical difficulties test and is comfortable with approval of the variance.

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



# Memorandum

**To:** Chair Hansen and Members of the Planning Commission  
**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer  
**Date:** February 18, 2021  
**Subject:** Variance – 8037 6<sup>th</sup> Street NE

## Background

Virginia Moucha, 8037 6<sup>th</sup> Street NE, has submitted an application for a variance from the five-foot rear yard for the placement of a shed in the rear yard.



The applicant is seeking a variance from the five-foot rear and side yard setback requirement for accessory uses, as set forth in Appendix E of the Spring Lake Park City Code.

The site is located just off 81<sup>st</sup> Avenue NE and 6<sup>th</sup> Street NE. The property is guided for low density residential in the 2040 Comprehensive Plan. The property is zoned R-1, Single Family Residential – allowed uses include single-family homes and duplexes.

Property records show that the house on the property was constructed in 1966.

The City’s current yard setback standards for the R-1 zoning district is as follows:

Dwelling, single family – front yard	35 feet
Dwelling, single family – rear yard	40 feet
Dwelling, single family – side yard	10 feet
Accessory uses, rear yard	5 feet
Accessory uses, side yard	5 feet

A shed is an accessory use to a single-family dwelling is part of the single-family dwelling and thus is subject to the 5-foot rear side yard setback. The existing slab is a legal non-conforming use as it is located within the 5-foot rear yard setback. There is no record of a variance on file for the existing structure.

Section §16.20.070 of the City of Spring Lake Park’s zoning code governs accessory buildings and Uses:

Detached accessory buildings. A detached accessory building shall not be located in any required or front or side yard setback.

A detached accessory building shall not be closer than eight feet to the principal building, except as otherwise provided in this title.

(E). Rear yard requirement for accessory buildings.

1. No single detached accessory building exceeding either one story or 12 feet in height shall occupy more than 30% of the area of any rear yard. Further, no detached accessory building shall be located within five feet of any rear lot line in an R-1 classification or within 15 feet of any rear lot line in an R-2 or R-3 classification.
2. The sum total of land occupied by all accessory building shall not exceed 40% of the area of the required rear yard, but in no case greater than 1,200 square feet.

### **Variance**

Section §16.60.040 of the City of Spring Lake Park’s zoning code outlines the criteria for considering variances:

“The City Council may grant a variance from the strict application of this title and impose conditions and safeguards on the variance so granted only in instances where their strict enforcement would cause practical difficulties in complying with the official control because of circumstances unique to the individual property under consideration, and may grant a variance only when it is demonstrated that such actions will be in harmony with the general purposes and intent of this title and when the variances are consistent with the Comprehensive Plan. “Practical difficulties” as used in connection with granting of a variance means that the property owner proposes to use the property in a reasonable manner not permitted by an official control, the plight of the landowner is due to circumstances unique to the property not created by the landowner, and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties also includes, but is not limited to, direct sunlight for solar energy systems. A variance shall not be granted to allow a use that is not allowed in the zoning district involved.”

## Recommendations

Staff recommends that the Planning Commission deny the shed rear yard variance at 8037 6<sup>th</sup> Street NE with these findings:

1. The shed was installed without a Zoning Permit and/or an approved variance. Spring Lake Park Code Enforcement received a complaint about the shed, Code Enforcement went out to find the shed on the property line.
2. Requiring the shed to comply with the established setback does not cause practical difficulties for this property owner, since there are feasible options for essentially the same project that would not require a variance.
3. The Code establishes setbacks to provide light and air to all properties, to be applied equally across the various properties in this zoning district. The location of the shed could be adjusted without compromising the rear yard setback and therefore the requested variance is not in harmony with the general purposes and intent of the code.
4. The property can be reasonably used without the variance.
5. The property and accessory buildings are similar to many others in the neighborhood and in the city. There are no unique circumstances on this property that make it difficult to be built within the setback.

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





# CITY OF SPRING LAKE PARK ZONING PERMIT APPLICATION

1301 Eighty-First Avenue NE  
Spring Lake Park, MN 55432  
Fax: (763) 792-7257

*Applicant MUST sign & date before accepting*

1. Job Address: 8037 6th St. NE  
Spring Lake Park, Minnesota 55432

2. Owner: Virginia M. Moucha Email: ginimoucha@q.com  
Address: 8037 6th St. NE, Spring Lake Park, MN 55432 Phone No.: 763-717-3564

3. Contractor: Virginia Moucha License No. n/a  
Address: 8037 6th St. NE, Spring Lake, MN 55432 Email: ginimoucha@q.com  
Phone No: 763-717-3564 Cell Phone: 763-318-9570 Fax No: n/a

4. Architect or Engineer: License No:  
Address: Phone No.

5. Type of Work:  Fence  Shed (under 200 square feet)  
 Other Structures (under 200 square feet)  Driveway

Describe Work to be Done: Replaced existing shed (9.25' x 20') with new  
shed (10' x 20') on existing slab, which had a bumper on 3 sides of  
the slab.  
Materials, and labor of install is part of estimate + Survey \$1273.00

Estimated Value of Work: \$ 8525.66 Estimated Date of Completion: October 2026

IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS COMMENCED THE ZONING PERMIT SHALL BECOME NULL AND VOID.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS ZONING PERMIT APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

**ZONING PERMIT APPLICATION CHECKLIST:**

- Two (2) Site Plans or Surveys
- Two (2) Driveway details - type, thickness, and reinforcement
- Two (2) Proposed Elevation Plans (Sheds)
- Two (2) Fence details - type, heights, finish.

**FOR OFFICE USE ONLY:**

Date received: 2-2-21 Initials: JG

- Zoning  County Health Dept.
- Fire Dept.  Soil Report

Virginia M. Moucha 1/20/21  
Signature of Contractor or Authorized Agent Date

CK #1810 \$450.00  
(Variance \$150) (Escrow \$300)

8037 6th St.

# CERTIFICATE OF SURVEY

~for~ VIRGINIA MOUCHA  
 ~of~ 8037 6th Street N.E.  
 Spring Lake Park, Minnesota 55432  
 Lot 15, Block 1, FERNDALE ADDITION, Anoka County,  
 Minnesota.

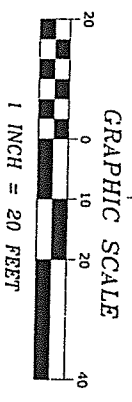
## NOTES

- Field survey was completed by E.G. Rud and Sons, Inc. on 11/11/20.
  - Bearings shown are on Anoka County datum.
  - Parcel ID Number: 02-30-24-31-0018.
  - Total Lot Area: 10,062.0 sq. ft. or 0.23 acres.
  - Property is Zoned: R-1 (Single Family Residential)
  - Building Setbacks are: 35' - Front Yard  
 5' - Side Yard (Accessory Uses)  
 5' - Rear Yard (Accessory Uses)
  - Maximum Allowed Lot Coverage (Buildings): 35%
  - Curb shots are taken at the top and back of curb.
- Survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.

## LEGEND

- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES IRON MONUMENT SET, MARKED RLS# 41578
- x 952.26 DENOTES EXISTING SPOT ELEVATION
- DENOTES WOOD FENCE
- DENOTES BITUMINOUS SURFACE
- DENOTES CONCRETE SURFACE
- DENOTES BUILDING SETBACK LINE

**E.G. RUD & SONS, INC.**  
 Professional Land Surveyors  
 6776 Lake Drive NE, Suite 110  
 Lino Lakes, MN 55014  
 Tel. (651) 381-4200 Fax (651) 381-4701  
 www.egrud.com

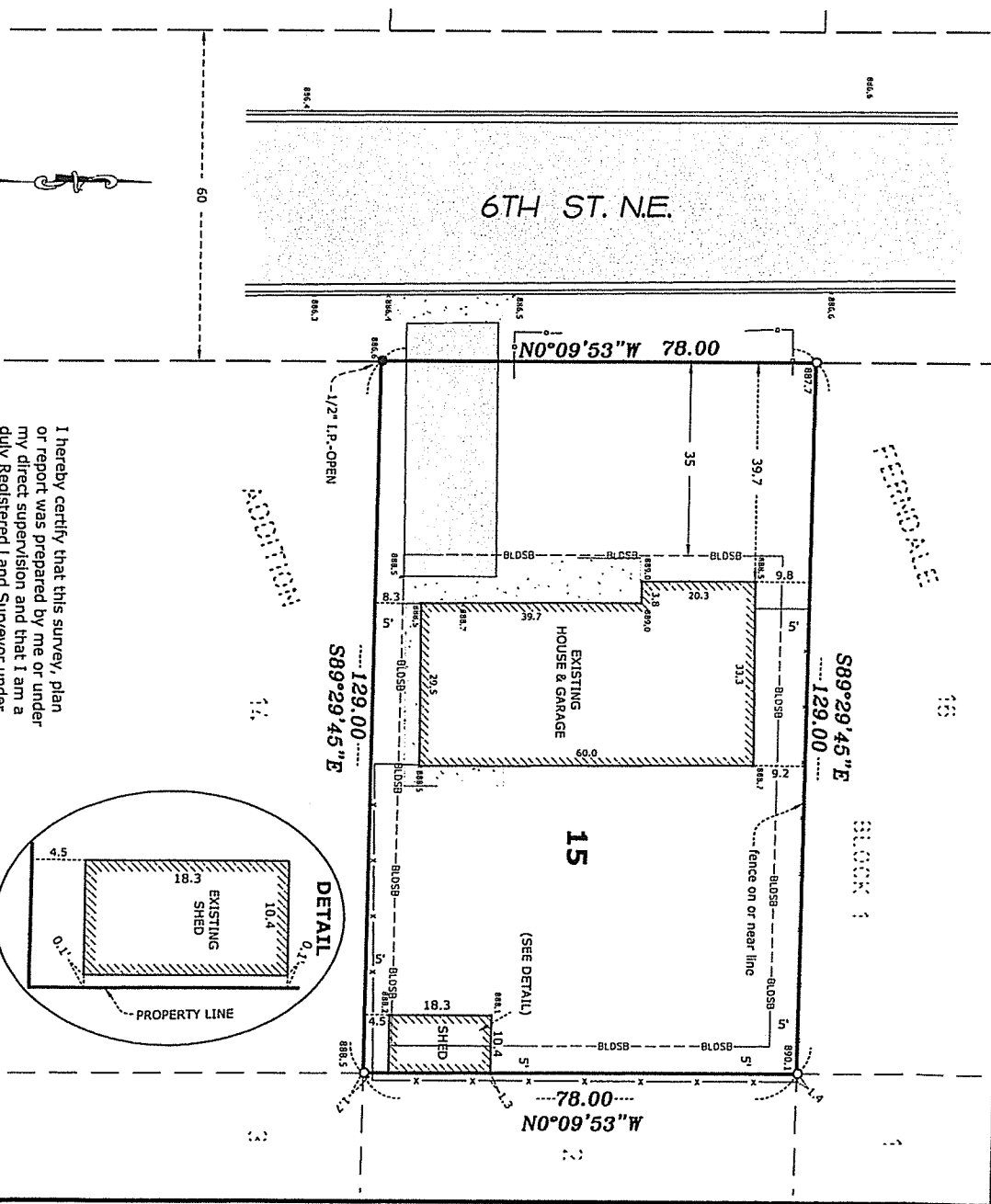


I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

*Jason E. Rud*  
**JASON E. RUD**  
 Date: January 8, 2021 License No. 41578

NO.	DATE	DESCRIPTION	BY
1			
2			
3			

DRAWN BY: CIT JOB NO: 20.1361LS DATE: 1/08/21  
 CHECK BY: JER FIELD CREW: RW/SS



20.1361LS



Hi Jeff

Here is the zoning application for

8037 6th St. NE

Spring Lake Park, MN 55432

1. ~~The~~ Prior to shed installed, I had called asking if any permit was needed. I was told at the time, July 2020. No permit was needed.
2. I did not find out I needed the zoning permit until a neighbor complained. The shed is not on that neighbor's property.
3. Shed is located on the existing slab, it was a replacement for the one that was falling apart.

Can you please let me know next steps, such as a variance, etc.

Thank you

Virginia M. Muecke

Phone: 763-717-3564

## City of Spring Lake Park Variance Application

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

1. Applicant Information:

Name: Virginia Moucha

Telephone: 763-717-3564

Address: 8037 6th St. NE

Cell Phone: 763-318-9576

City/State/Zip: Spring Lake Park, MN 55432

E-mail: gini.moucha@qcom

2. Property Owner Information (if different from above):

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

E-mail: \_\_\_\_\_

3. Project Location (Address and Legal Description): 8037 6th St. NE, Spring Lake Park, MN 55432

4. Present Use of Property: Residential Single Family,

5. Description of Project: Replacement of shed that was structurally falling apart. The new shed is used for storage, as the home has no basement and attic has ~~to~~ asbestos, which was installed prior to taking ownership.

6. Specify Section of the Ordinance from which variance is sought: \_\_\_\_\_

Zoning - non conforming build? too close to property line

7. Explain how you wish to vary from the applicable provisions of this Ordinance: Placement of shed onto existing cement slab, which provides ~~us~~ better usage of the yard. Was not aware the fence was about 5 feet into ~~me~~ neighbors property. Have been maintaining that section of land for 17 years.

8. Please attach a site plan or accurate survey as may be required by Ordinance.

9. **Practical Difficulties Test:** Please answer the following questions as they relate to your specific variance request.

a. In your opinion, is the variance in harmony with the purposes and intent of the Ordinance?

Yes  No Why or why not?

Existing cement slab is on property, but too close to the property line. So placing new shed onto same slab, should keep it in harmony as previous shed did for the last 17 years.

b. In your opinion, is the variance consistent with the Comprehensive Plan?

Yes  No Why or why not?

No changes to location of dwelling, driveway, sidewalk.  
Reuse of existing cement slab. Property will remain a single  
family dwelling with an upgraded storage shed

c. In your opinion, does the proposal put property to use in a reasonable manner?

Yes  No Why or why not?.

Over all property will remain the same, just reusing  
existing slab. Since the dwelling is on a cement slab, there is  
no storage for yard tools, things use once a year, etc.

d. In your opinion, are there circumstances unique to the property? (physical characteristics of the property – i.e. sloping topography or other natural features like wetlands or trees)?

Yes  No Why or why not?

If shed is not placed on existing slab, the shed would need to take  
up more of the yard and tree would need to be taken down to  
accomadate shed location. Cement slab would remain.

e. In your opinion, will the variance maintain the essential character of the locality?

Yes  No Why or why not?

No changes to the dwelling, driveway, sidewalks. Placed shed  
on existing cement slab to use the space that previous shed used.

The Planning Commission must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria listed above have been satisfied.

The undersigned certifies that they are familiar with application fees and other associated costs and also with the procedural requirements of the City Code and other applicable ordinances.

Applicant Signature:

Virginia M. March

Date:

2/1/2021

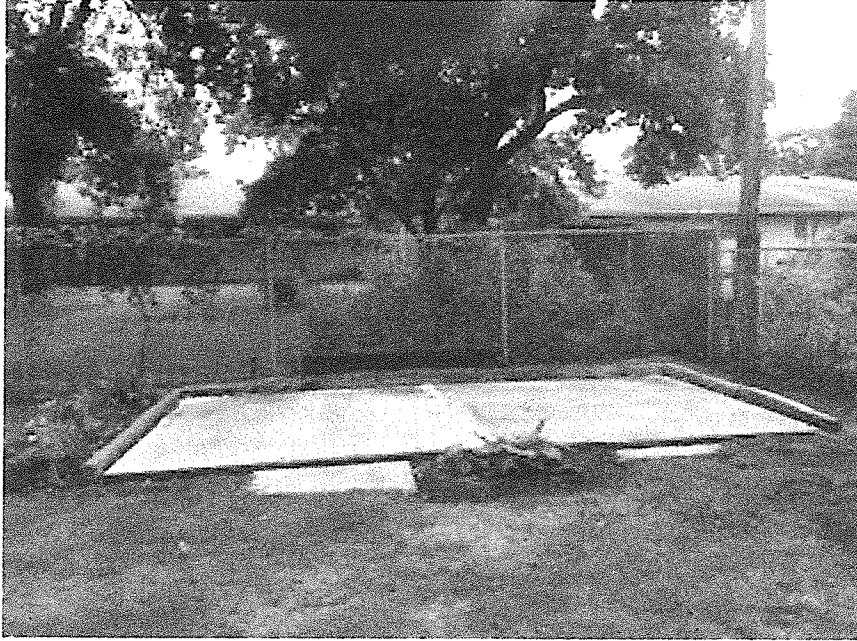
Fee Owner's (Property Owner) Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Existing Slab (old shed had to be torn down as it was starting to fall apart)



~~Link~~  
Email sent with Zoning Permit provided property survey  
which was performed in November 2020.

CITY OF SPRING LAKE PARK

Cashier asystadmin  
At Front Counter

2/9/21 9:00am 131783

From: VIRGINIA MOUCHA  
8037 6TH ST NE  
SLP  
MN, 55432

CR Variance 150.00  
VIRGINIA  
MOUCHA

CR ESCROW (MISC) 300.00  
VIRGINIA  
MOUCHA

Receipt total 450.00

CK CK#11816 (JG) 450.00

Change Due 0.00

Thank you!



## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park Planning Commission was held on February 22, 2021 at the City Hall, at 7:00 PM.

### 1. CALL TO ORDER

Vice Chairperson Bernhagen called the meeting to order at 7:00 PM.

### 2. ROLL CALL

#### PRESENT

Commissioner Aisha Ali  
Commissioner Jeff Bernhagen  
Commissioner Rick Cobbs  
Commissioner Doug Eischens  
Commissioner Eric Julien

#### ABSENT

Chairperson Hans Hansen

#### STAFF PRESENT

Building Official Baker  
Administrator Buchholtz

#### VISITORS

Virginia Moucha, 8037 6th Street NE

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

#### A. Approval of Minutes from January 25, 2021 Meeting

Motion made by Commissioner Eischens, Seconded by Commissioner Julien to approve January 25, 2021 meeting minutes.

Voting Yea: Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

### 5. PUBLIC HEARING

#### A. Public Hearing - Variance Application - Virginia Moucha - 8037 6th Street NE

Administrator Buchholtz reviewed the staff memo. He reported that the City received an application for a variance from the five-foot rear and side yard setback requirement for

accessory use. He reported that a shed was built where an existing slab and shed was on the property. He stated there are no permits or other variances in the property file.

Vice Chairperson Bernhagen opened the public hearing at 7:04 PM.

Virginia Moucha, 8037 6th Street, stated that she removed the old shed due to its age and pieces of the roof were blowing off in strong wind. She stated that the new shed was built on the existing cement slab and she was not aware of the property lines until a neighbor complained. She reported that most of the sheds in the neighborhood abut the property lines and are along the back-fence lines of properties. She stated that the new shed does not have any windows or electricity and is only used for storage.

Ms. Moucha stated that she called to see if a permit was needed for the shed and she was told that one was not; however, a zoning permit should have been applied for at the time the shed was built. She stated that it would be very costly to remove the shed and rebuild it if the variance is not approved.

Commissioner Cobbs inquired if the fence along the back of the property is Ms. Moucha's. She stated that it is the neighbor's fence. She stated that the bumper of the shed is on the on the property line. She stated that the door way of the shed is on the west side of the fence.

Commissioner Eischens stated that he drove by the property and noticed that most of the neighboring sheds are side by side and near the back-property lines. He stated that he does not think the sheds negatively impact the character of the neighborhood.

Commissioner Cobbs stated that he noticed that the neighbors shed is leaning. He stated that he noticed many of the sheds are leaning along the back-fence line.

Commissioner Julien noted that many of the sheds in the neighborhood were more likely built many years ago without variances.

Ms. Moucha stated that many of the neighboring sheds have a tree line behind them. She stated that her shed has walking room behind it. Commissioner Eischens the tree line is more than likely a natural barrier for the privacy of the structures.

Hearing no further discussion from the floor, Vice Chairperson Bernhagen closed the public hearing at 7:18 PM.

Commissioner Cobbs suggested that for future reference for residents an updated shed handout be placed on the City's website and at City Hall explaining the setbacks and when a permit is required. Building Official Baker stated that he has an updated handout that can be posted and it explains the updated building requirements.

Motion made by Commissioner Eischens, Seconded by Commissioner Cobbs to recommend approval of the Variance Application for 8037 6th Street NE.



Voting Yea: Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

## **6. OTHER**

Administrator Buchholtz reported that he will be sharing an informational request, with the Commission, from the City of Blaine for an amendment to their Comprehensive Plan regarding a parcel of land on 85th Avenue. He stated that no action is required from the Commission.

Building Official Baker provided an update on Hy-Vee. He reported that progress is being made daily and final inspections will take place in phases. He stated that he anticipates a late May 2021 opening.

## **7. ADJOURN**

Motion made by Commissioner Julien to adjourn meeting.

Voting Yea: Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien. Motion carried.

The meeting adjourned at 7:23 PM.

DRAFT





# Memorandum

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

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

**Date:** February 23, 2021

**Subject:** Resolution of Support – SF 1044/HF 1034

Councilmember Dircks requested that a resolution be presented to the City Council expressing the City's support for SF 1044/HF 1034. This bill, before the Legislature, would extend eligibility for unemployment benefits to secondary (high school) students.

Many low-income households rely on their high school aged children to take on part-time jobs to help their family make ends meet. With the start of the pandemic, youth unemployment has skyrocketed, creating a financial hardship for these families. A 1939 State Law prohibits high school students from being eligible for unemployment benefits. While the MN Court of Appeals recently ruled that young workers are eligible for federal Pandemic Unemployment Assistance, young workers who are in high school still do not qualify for state unemployment benefits.

The bill is bipartisan, with supporters on both sides of the aisle.

Councilmember Dircks will speak more on this matter at the City Council meeting.

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



**RESOLUTION NO. 21-11**

**RESOLUTION EXPRESSING SUPPORT FOR SF 1044/HF 1034, A BILL EXTENDING ELIGIBILITY FOR UNEMPLOYMENT BENEFITS TO SECONDARY STUDENTS**

WHEREAS, the COVID-19 pandemic has created a recession that has negatively impacted workers of all ages, particularly youth workers; and

WHEREAS, many low-income families rely on their high school-age children to take on part-time employment to help their families make ends meet; and

WHEREAS, due to effects of the COVID-19 pandemic, many of these young workers were laid off or furloughed from their positions, creating a financial challenge for their families; and

WHEREAS, youth unemployment is currently at 12.5%, which is double the unemployment rate of the general population; and

WHEREAS, due to a 1939 state law, Minnesota high school students are ineligible for unemployment benefits, even though their employers pay unemployment insurance on their wages; and

WHEREAS, while the Minnesota Court of Appeals ruled that young workers are eligible for federal Pandemic Unemployment Assistance, they still do not qualify for state unemployment benefits; and

WHEREAS, SF 1044/HF 1034, chief authored by Senator Rarick and Representative Noor, would expand eligibility for unemployment insurance benefits to include secondary students, benefiting thousands of low-income families.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Spring Lake Park that the City Council does hereby express its support for SF 1044/HF 1034 and encourages the Legislature and Governor Walz to act on the bill right away.

The foregoing resolution was moved for adoption by Councilmember .

Upon roll call, the following voted aye:

And the following voted nay:

Whereupon the Mayor declared said resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator

State of Minnesota )  
Counties of Anoka and Ramsey )ss  
City of Spring Lake Park )

I, Daniel R. Buchholtz, duly appointed and qualified City Administrator in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby certify that the foregoing is a true and correct copy of Resolution No. 21-XX, A Resolution Expressing Support for SF 82/HF 185, A Bill Increasing the Penalty for Certain Attempts to Commit Murder in the First Degree.

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator

(SEAL)

Dated: \_\_\_\_\_

BUSINESS

## Young workers campaign for MN unemployment benefits



Spring Lake Park High School senior Hayat Muse at the school on Feb. 10, 2021. Muse has lost work hours at the nearby Caribou Coffee store due to the pandemic. (Scott Takushi / Pioneer Press)

By **FREDERICK MELO** | [fmelo@pioneerpress.com](mailto:fmelo@pioneerpress.com) | Pioneer Press  
February 14, 2021 at 5:00 a.m.

When Hayat Muse was furloughed from the Caribou Coffee shop across the street from her Spring Lake Park high school, she lost much more than a little spending money.

Muse, the third-eldest of nine kids, counted on the money to help her mother and grandmother pay the bills.

"We all chip in, and I couldn't chip in my part," Muse said. "It's hard because with the pandemic, the grocery bills are higher, the internet bills are higher."

MJ Yearby was working at a Subway sandwich shop in Burnsville when the pandemic cost him his job. For a short time, he received unemployment benefits with a federal boost of \$600 per week backed by the federal CARES Act.

Then came a letter from the state of Minnesota demanding that he pay it all back — a total bill of \$2,400.

The reasoning? Under a 1939 state law, Minnesota high school students are ineligible for unemployment benefits.

Yearby, who is Black, was floored.





"A lot of Black and brown and immigrant youth are breadwinners in their family, given how many are low-income," said Yearby, who now attends college in California and sells kitchen products for an online retailer.

When Lincoln Bacal was furloughed from the Sebastian Joe's ice cream shop in Minneapolis' Uptown neighborhood, there went her hopes of matriculating into college last September. The 17-year-old Minneapolis high school student had planned to work all summer to save up. Instead, she found herself in hours-long calls to state lawmakers, begging for unemployment benefits and federal pandemic relief that both her employer and parents felt was warranted, given that her employer had paid for state unemployment insurance.

"People are saying, 'Well, high school students don't spend money on anything real. It's all pocket change.' Personally, I've been working since I was 13, so it's a little bit hurtful," said Bacal, who is now taking a year off before college. "High school students don't need any money because their parents provide for them? That's not always true."

## PANDEMIC IMPACT HITS YOUNG WORKERS HARD

Nationally, the seasonally-adjusted unemployment rate for workers ages 16 to 24 peaked at 27.4 percent in April and dipped to 11.6 percent in November, before rising to 12.5 percent by late December.

Youth unemployment remains nearly double that of the general U.S. population — 6.7 percent.

In other words, the pandemic is taking a disproportionate toll on youth labor — including many low-skill and entry-level jobs held by young people of color — without the safety net of state unemployment benefits to catch them.

A recession for the general population has amounted to a depression for teen workers and young 20-somethings, especially Black, Indigenous and other youth of color working in seasonal, low-wage sectors that all but came to a halt during the height of the pandemic.

It's impossible to work the front counter of a fast-food eatery or recreation center that's been closed. As federal CARES Act funding for youth initiatives runs dry, many fear opportunities for young people will end, as well.

"What we learned early on was that young people were the first to be laid off during the pandemic, and young people were the first to get reduced hours in different sectors," said Marcus Pope, vice president of the Minneapolis-based youth advocacy organization YouthPrise.

## A PARTIAL COURT VICTORY FOR FEDERAL, NOT STATE, BENEFITS

Despite their setbacks, Muse, Yearby and Bacal have held instrumental roles in gaining a partial victory for unemployed youth — young workers who have had jobs, hours and wages cut during the pandemic.

The students worked with YouthPrise to make their case last year for unemployment benefits in federal court. The unemployment rate for young people ages 16 to 19 in Minnesota was 8.6 percent in December, nearly double where it was a year prior — 4.8 percent.

With Muse as lead plaintiff and Minnesota Attorney General Keith Ellison's office involved on the students' behalf, they filed suit against the state of Minnesota and the Minnesota Department of Employment and Economic Development.

The case was later transferred to the Minnesota Court of Appeals, which in the interest of time fast-tracked a legal order in early December. The result? Young workers are now allowed to apply to the state for federal "Pandemic Unemployment Assistance," even if they don't qualify for state unemployment benefits in Minnesota.

A formal written opinion laying out the court's reasoning is due by March.

## STILL NOT ELIGIBLE FOR STATE MONEY

The decision means young people who are actively searching for work or have had wages cut can access the federal benefit, which is currently \$300 per week, but it does nothing to require that the state Department of Employment and Economic Development, or DEED, provide ongoing, traditional unemployment benefits to young workers.

Much of that federal money effectively ran out at year's end, though some CARES funding has been extended to March.

"It's unclear whether kids who didn't apply by Dec. 27 are eligible for the federal PUA money," said Joe Nathan, director of the Center for School Change in St. Paul. "The state money, they're clearly not eligible for."

And for many students, accessing the federal benefit has proven exceedingly difficult. Federal law prohibited young people who applied after Dec. 27 from backdating their unemployment account and asking to be paid funds from a date prior to Dec. 6 — an especially tight window, given that the Court of Appeals' decision was issued Dec. 1. A week later, DEED had yet to release any funds to high school students, or even clarify on its website that money was now available.

"I have emails from parents who sat on the phone for one-and-a-half to two hours," Nathan said. "Kids would apply, and they'd get a letter saying, 'You're a high school student. You're not eligible.' We've got thousands of kids who are low-income and thousands of kids who don't speak English in the home. They had real issues in getting the kids the money, even after the Court of Appeals ruled that they had to act."

Some families, he said, now have appeal hearings scheduled with DEED as far out as March.

## 'WHO IS GOING TO HELP SUPPORT MY FAMILY?'

Walter Cortina was 14 when his mother was deported to Mexico.



After three years working at a suburban car wash, his employment came to an end when the COVID-19 pandemic struck, ending the income that helps him rent a house in South Minneapolis with an older brother and cousin. His reaction at the time, he recalled, can best be summed up in one four-letter word.

"Who is going to help support my family? I was really scared," said Cortina, another player in the effort to obtain state and federal unemployment benefits for high school students.

Cortina said he has mixed feelings about the results to date.

"The thing we did, the lawsuit, it did change a lot of lives, but you had to lose your job due to COVID," Cortina said. "If they laid you off (for other reasons), and you're in high school, you can't collect unemployment."

## EASIER TIMES AHEAD?

Some foresee easier times ahead for unemployed student workers.

A state legislative bill authored by Rep. Mohamud Noor, DFL-Minneapolis, in the House and Sen. Jason Rarick, R-Pine City, in the Senate would lift the 1939 ban on high school unemployment benefits, which is considered one of the strictest such restrictions in the nation.

In December, Gov. Tim Walz and DEED Commissioner Steve Grove publicly called for the 1939 restriction to be lifted, as well.

"The fact that it's bipartisan is a hopeful sign for passage," said John Stiles, a spokesman for Ellison's office, which took the unusual step last year of backing the YouthPrise lawsuit against DEED and the governor's administration.

Jen Gates, a spokesperson for DEED, noted the governor's budget recommendation includes key changes to eligibility requirements for the state's Unemployment Insurance program. The changes would remove the section of law that makes secondary students ineligible for UI benefits, and they would make it easier for Minnesotans to access job training while receiving UI benefits.

"Making this change for workers in secondary school is about fairness — their employers pay UI taxes on their employment, and if the Legislature were to enact this change it would allow those students equal access to state UI benefits with adult workers," Gates said in an email. "The legislation is drafted and will be introduced soon."

## 'A RECESSION LIKE NO OTHER'

In the pre-pandemic era, to be considered unemployed, a person had to be available for work and actively looking for a job.

In December, the number of unemployed young workers (under age 22) in Minnesota grew at least sevenfold compared with the year prior, swelling to 13,000 official state unemployment claims, [up from 1,750 unemployment claims in December 2019](#). No other age bracket comes close in terms of percentage increase.

Youth unemployment numbers are likely underreported as many young people did not bother to apply for benefits they do not officially qualify for.

"That's a huge jump," said Oriane Casale, interim director of the Labor Market Information Office for DEED. "These are the kinds of jumps we have never seen in the history of this program. This is a recession like no other."

The next most unemployed groups last year, according to DEED, were workers ages 22 to 29, followed by workers age 65 and over. In each age group, unemployment claims were at least double in December compared with the year prior.

## LONG-TERM IMPACTS BEYOND CANCELED PAYCHECKS

Ramsey County Workforce Solutions director Ling Becker said the impacts go beyond reduced or canceled paychecks.

"It's going to take us a long time to work with our youth and young adults in this community, and I feel like they're probably the most vulnerable population in terms of economic, mental health (issues) and homelessness," Becker said.

In response, Ramsey County issued some 80 to 90 contracts to community groups focused on youth employment and related initiatives during the pandemic, such as training in cybersecurity and becoming a certified nursing assistant.

At the High School for Recording Arts in St. Paul, the county funded new video and radio production equipment and programming.

"Even a program that lasts only three or four months can be a real big gap-filler," Becker said. "It can change their life trajectory ... but all of that funding came to an end on Dec. 30. It's all ended, honestly. We're kind of in a limbo stage to see if there will be more federal funding."

Hopes still run high on an economic reopening if vaccinations remain effective against emerging virus strains, distribution improves and consumers venture back out to recreational areas, but that's a lot of ifs.

Otherwise, Becker worries about long-term impacts. For many low- to moderate-income teens, school offered hands-on instruction in automotive, carpentry and other trade skills — training that set an important stage for their next steps.

"The fact that they're not in school has made all of that more difficult, and that has significant implications for their career life choices," Becker said. "You don't get to be 18 again. You don't get to do 11th grade again. And what are those key skills you learn in your 11th- or 12th-grade year? The ability to have that first job, and mentors, and good and bad bosses — those are all lessons you take with you as you move on through life."

## 'HARD DECISIONS'



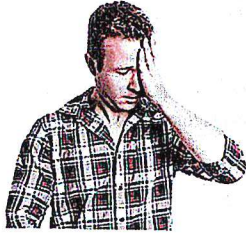
"I've been shocked by how many youth have brought up youth homelessness, either for themselves or someone that they know," Becker said. "There is that impression that this is not a pandemic that affects youth. I think youth are having to make hard decisions, as most job seekers are at this point."

For many youth advocates, the priority remains getting state law changed to allow unemployment benefits for high school students.

Former Bloomington coffee shop worker Cole Stevens and his father had been eating ramen noodles for a week when the teen received unemployment benefits that allowed him to pay the family rent and buy groceries, only to later learn he owed the state of Minnesota more than \$3,700.

"I've been working. I've been paying my taxes," Stevens said. "I played by the rules, and I'm now in debt to the state of Minnesota. Black and brown young people, at a much higher rate, are helping to pay the family bills and their own bills. You're just kicking a community while it's down with this policy."

Tags: [Business](#), [Coronavirus](#), [Minnesota](#), [Unemployment](#)



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## Frederick Melo | St. Paul reporter

Frederick Melo was once sued by a reader for \$2 million but kept on writing. He came to the Pioneer Press in 2005 and brings a testy East Coast attitude to St. Paul beat reporting. He spent nearly six years covering crime in the Dakota County courts before switching focus to the St. Paul mayor's office, city council, and all things neighborhood-related, from the city's churches to its parks and light rail. A resident of Hamline-Midway, he is married to a Frogtown woman. He Tweets with manic intensity at @FrederickMelo.

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State of Minnesota  
HOUSE OF REPRESENTATIVES

NINETY-SECOND SESSION

H. F. No. 1034

02/11/2021 Authored by Noor  
The bill was read for the first time and referred to the Committee on Workforce and Business Development Finance and Policy

- 1.1 A bill for an act
- 1.2 relating to unemployment; modifying eligibility for secondary students; amending
- 1.3 Minnesota Statutes 2020, sections 268.085, subdivision 2; 268.133.
- 1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:
- 1.5 Section 1. Minnesota Statutes 2020, section 268.085, subdivision 2, is amended to read:
- 1.6 Subd. 2. **Not eligible.** An applicant is ineligible for unemployment benefits for any week:
- 1.7 (1) that occurs before the effective date of a benefit account;
- 1.8 (2) that the applicant, at any time during the week, has an outstanding misrepresentation
- 1.9 overpayment balance under section 268.18, subdivision 2, including any penalties and
- 1.10 interest;
- 1.11 ~~(3) that occurs in a period when the applicant is a student in attendance at, or on vacation~~
- 1.12 ~~from a secondary school including the period between academic years or terms;~~
- 1.13 ~~(4)~~(3) that the applicant is incarcerated or performing court-ordered community service.
- 1.14 The applicant's weekly unemployment benefit amount is reduced by one-fifth for each day
- 1.15 the applicant is incarcerated or performing court-ordered community service;
- 1.16 ~~(5)~~(4) that the applicant fails or refuses to provide information on an issue of ineligibility
- 1.17 required under section 268.101;
- 1.18 ~~(6)~~(5) that the applicant is performing services 32 hours or more, in employment, covered
- 1.19 employment, noncovered employment, volunteer work, or self-employment regardless of
- 1.20 the amount of any earnings; or

2.1       ~~(7)~~ (6) with respect to which the applicant has filed an application for unemployment  
2.2 benefits under any federal law or the law of any other state. If the appropriate agency finally  
2.3 determines that the applicant is not entitled to establish a benefit account under federal law  
2.4 or the law of any other state, this clause does not apply.

2.5       **EFFECTIVE DATE.** This section is effective August 1, 2021.

2.6       Sec. 2. Minnesota Statutes 2020, section 268.133, is amended to read:

2.7       **268.133 UNEMPLOYMENT BENEFITS WHILE IN ENTREPRENEURIAL**  
2.8 **TRAINING.**

2.9       Unemployment benefits are available to dislocated workers participating in the converting  
2.10 layoffs into Minnesota businesses (CLIMB) program under section 116L.17, subdivision  
2.11 11. Applicants participating in CLIMB are considered in reemployment assistance training  
2.12 under section 268.035, subdivision 21c. All requirements under section 268.069, subdivision  
2.13 1, must be met, except the commissioner may waive:

2.14       (1) the deductible earnings provisions in section 268.085, subdivision 5; and

2.15       (2) the 32 hours of work limitation in section 268.085, subdivision 2, clause ~~(6)~~ (5). A  
2.16 maximum of 500 applicants may receive a waiver at any given time.

2.17       **EFFECTIVE DATE.** This section is effective August 1, 2021.





# Memorandum

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

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

**Date:** February 24, 2021

**Subject:** Zoning Compliance Agreement – 7739 Monroe St NE

At the February 16 meeting, Marco Naranjo approached the City Council about a citation he had received from the city for parking vehicles on an unapproved driveway surface. He requested additional time to bring the situation into compliance. The City Council expressed willingness to grant him additional time and asked staff to draft an agreement with the property owner to address the situation.

City staff drafted a Zoning Compliance Agreement which stays the \$150 citation for violation of Section 16.20.120(C) of the City Code. It states that the City will not issue citations from the date of the agreement forward to June 5, 2021. The agreement states that the property owner will complete the driveway improvements by end of day on Friday, June 4, 2021. If the improvements are not completed, the initial citation will be reinstated and additional citations issued for violations. If the improvements are completed by end of day on June 4, 2021, the initial citation will be waived.

The property owner has executed the agreement.

Staff recommends the City Council approve the agreement. If you have any questions, please don't hesitate to contact me at 763-784-6491.





## ZONING COMPLIANCE AGREEMENT

WHEREAS, the City of Spring Lake Park (“City”) has adopted a Zoning Ordinance (Chapter 16); and

WHEREAS, Section 16.20.120(C) of the Zoning Ordinance states that motor vehicles and trailers must be parked on an approved driveway; and

WHEREAS, the City conducted an inspection of real property located at 7739 Monroe Street NE and found that multiple vehicles were parked on an unapproved surface, in violation of Section 16.20.120 of the Zoning Ordinance; and

WHEREAS, Mayra Naranjo Juarez and Marco A Naranjo (“Owners”) are the owners of real property located at 7739 Monroe Street NE; and

WHEREAS, Owners have stated their intention to expand the existing driveway so that all vehicles will be parked on an approved driveway, providing the City with a quote for said driveway expansion; and

WHEREAS, the property owner is unable to complete construction of the driveway expansion until Spring 2021 and requests additional time to bring the property into compliance; and

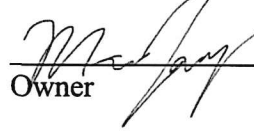
WHEREAS, the City is willing to grant additional time to Owner in an effort to ensure long term compliance with the City’s Zoning Code, on certain conditions.

NOW, THEREFORE BE IT RESOLVED that the City and Owner agree as follows:

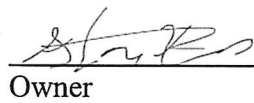
1. The City has imposed a \$150.00 penalty for 7739 Monroe Street as stated in a letter dated February 9, 2021 from Code Enforcement Official Walter Morris. The City will stay this citation until June 5, 2021. If code violation is abated by the end of day on June 4, 2021, this penalty shall be deemed waived.
2. Owners submitted a zoning permit application for a driveway expansion on February 12, 2021. Owners will complete the driveway expansion in accordance with terms of the zoning permit no later than end of day on June 4, 2021.
3. The City will not issue any additional citations from the effective date of this Agreement through June 4, 2021, conditioned upon Owner’s full compliance with this Agreement and Section 16.20.120 of the Zoning Code.
4. If Owner does not comply with this Agreement and Section 16.20.120(C), the \$150.00 penalty stayed in Section 1 will become immediately due and payable. The City reserves its right to issue additional citations for any violation of Section 16.20.120(C) of the City’s Zoning Code after June 4, 2021 until the property is brought into compliance with Section 16.20.120(C).

APPROVED this \_\_\_\_ day of March, 2021.

MAYRA NARANJO JUAREZ, OWNER

  
Owner

MARCO A. NARANJO, OWNER

  
Owner

2/23/2021

Date

CITY OF SPRING LAKE PARK

---

Robert Nelson, Mayor

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Daniel Buchholtz, Administrator/Clerk

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Date

3B-340 #1124

Off. Phone: \_\_\_\_\_

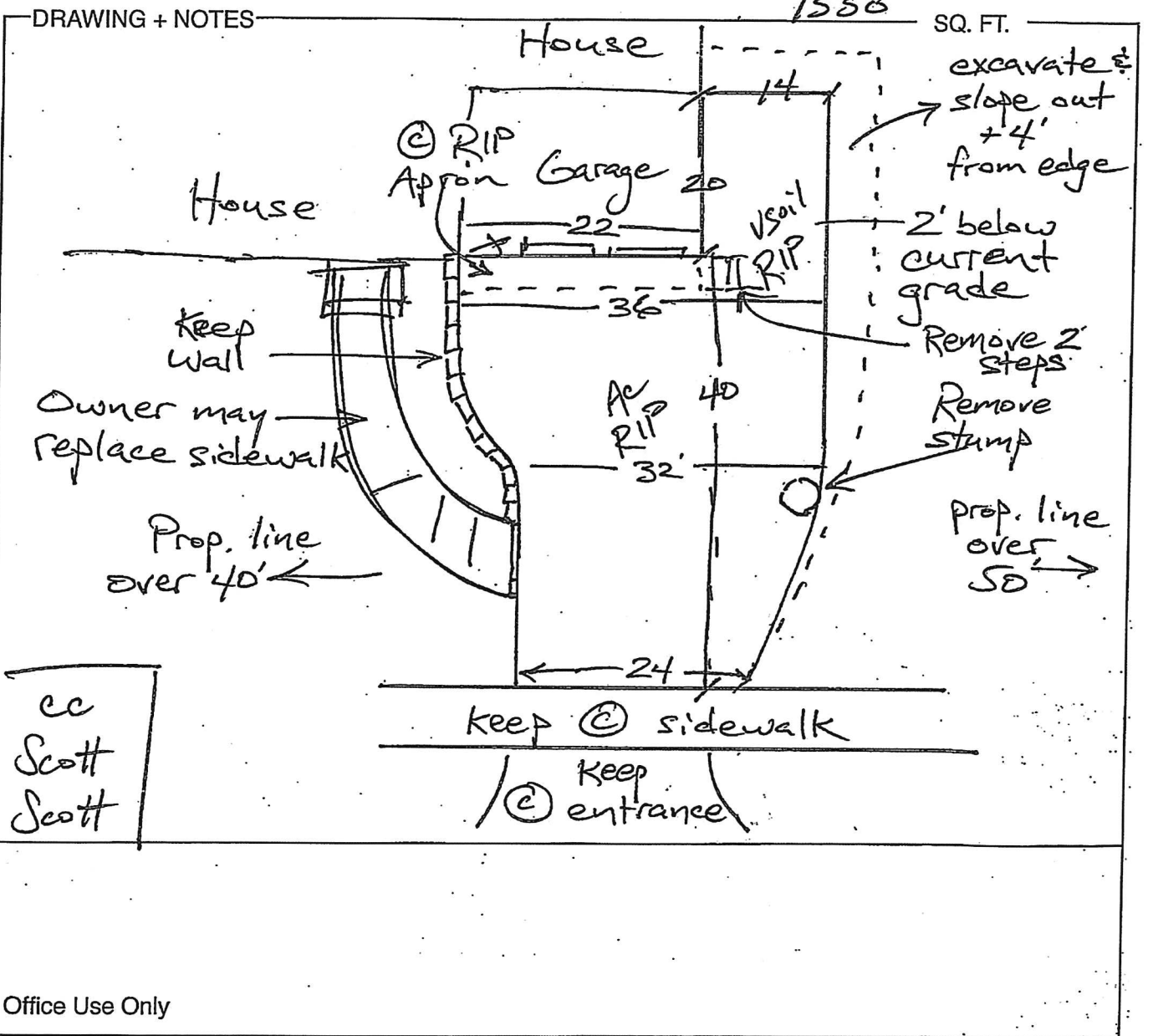
Name Marco Adrian Naranjo & Maya Juarez ~~Bus.~~ Phone 763-202-2000

Address 7739 Monroe St NE, Spring Lk Pk Email mayrajuarez1229@gmail.com

Directions \_\_\_\_\_

694 (W) - Hwy 65 (N) - Osborne Rd (W) - Monroe St (N)

Instructions full job ASAP - target install for 1st wk in June



Office Use Only

COLLECTION

Yes  No

01292114270

AMOUNT \$ 12843

FINANCE

Yes  No

AMOUNT \$ \_\_\_\_\_





# Memorandum

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**To:** Mayor Nelson and Members of the City Council  
**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer  
**Date:** February 25, 2021  
**Subject:** March Work Session

Staff is requesting a work session for Monday, March 8 at 5:30pm.

Proposed topics for the work session include:

Police Chief Search Process  
Administrator Reports

If you have any topics you wish to be included on the work session agenda, please let me know.





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 03.01.21 Meeting**  
File No.: R-18GEN

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

**2021 MS4 Permit (193805251).** Annual Report and Public Meeting due by June 30<sup>th</sup>. Pond, structural BMP, and outfall inspections due by July 31<sup>st</sup>. Program analysis due in December. *New MS4 Permit application due in April 2021. The process for completing the new MS4 application has started.*

**Garfield Pond Improvements Project (193804750).** Final contractor payment on hold until remaining issues resolved. Final 50% of RCWD reimbursement can be processed after final contractor payment.

**Fillmore & 83<sup>rd</sup> Pond Improvements Project (193805029).** This was a possible project to expand an existing pond and adding treatment features. *A small maintenance project will be considered this spring.*

**2020 Sewer Lining Plan (193804980).** Contractor is Visu-Sewer Inc. *Most work has been completed. Terry Randall is watching this project and will review final follow-up testing before final contractor payment.*

**Utilities for 525 Osborn Road Project (193805012).** This city project is for off-site utilities for 525 Osborne Rd.(water main looping and storm sewer). Construction started on October 5<sup>th</sup> and is essentially complete. *A punch-list inspection will be completed in the spring of 2021.*

**2021 Sewer Lining Plan (193805204).** Terry has identified an area for lining in 2021 and has had a firm complete preliminary televising. *Waiting on preliminary televising. Plans will be prepared based on results of televising.*

**2021 Street Seal Coat and Crack Repair Plan (193805205).** The 2021 street maintenance area will be the area south of 81<sup>st</sup> Avenue and west of Monroe Street. *Plans have been prepared. Bids due on March 26<sup>th</sup>.*

**2021 Sidewalk Project:** Possible sidewalk improvements in Triangle Park and at City Hall. *Quotes are due in March. Price information will be provided at March 15<sup>th</sup> council meeting.*

**2021 Anoka County CSAH 35 (Central Ave.) and CSAH (85<sup>th</sup> Ave. NE) Projects.** Anoka County is planning pavement projects on these two roads. Staff met with County representatives in December 2020 to discuss some city concerns with the projects. Have not heard from the county since December.

**Cellular Antenna Installations on Water Towers:**

- **T-Mobile Antenna Maintenance on Able Street Tower (2020 Anchor).** This project includes antennae replacement. The contact person is Tom Jemilo at insite inc.(design) and Cody Glover at QualtekWireless (construction) An escrow account has been established. Review of the Construction Drawings (CDs) for this project were approved on 9/29/20. The Second Amendment to T-Mobile Lease Agreement was approved in January 2021. *Preconstruction Conference was held on 2/17/21. Construction has started (as of 2/24/21)*
- **T-Mobile Utility Upgrade/Backup power (generator) - Able Street Tower (Network Hardening).** This project includes installing a permanent generator. The contact person is Tom Jemilo at insite inc. and Jason Bayer from JDR (contractor). Review of the construction drawings

was completed in 2020. A Preconstruction Conference was held on 1/13/21. *Construction is substantially complete (as of 2/9/21). Spring site clean- up will be necessary.*

- 
- **2019-2021 Verizon on Arthur Street tower.** This is a new installation. The contact person is Michael Raia of TechScape. Revised Construction Drawings labeled Revision E were submitted in March 2019 and are considered approvable. Final Lease was approved by city council on October 21, 2019. *Construction may not occur until 2021.*
- **2021 T-Mobile/Sprint antennae replacement on Arthur Street tower.** *This is a new request based on a 12-30-20 email message from Shane Bagley of Begley Wireless Consultants to Dan Buchholtz. Construction Drawings (CDs) prepared by Fullerton Engineering Design (dated 12/15/20). These plans have not been reviewed by engineering/public works (waiting for submittal of escrow – no escrow request message has been sent as of 1-12-21).*
- **2021 Clearwire equipment removal from Able Street tower.** This is a new removal request based on e-mail messages from Nelson Valenzuela of Qualtek Wireless in the fall of 2020. City Building Permit Number for this project is 2020-00449. **Plans have not been reviewed** by engineering/public works (waiting for submittal of escrow – message sent by PG to Qualtek on 2/11/21) Public works will need to decide the extent of the removal required including ground equipment.

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



# **CORRESPONDENCE**



## Video Production



Municipal Producer, Trevor Scholl, completed five productions in January. The shows included two episodes of Mayor’s Minutes, a Centerstage Centerville business profile, the completion of the SBM Virtual Car Seat Clinic and highlights of the Lino Lakes fire station upgrades. Programs were also produced by T.J. Tronson, Rusty Ray and Danika Peterson for the city channels. Trevor reaches out to city officials and department contacts, every month, regarding potential programming for the channels. City staff and elected officials are encouraged to contact Trevor with any ideas or requests for programming.

### ▪ January Completed Videos/Playing on City Cable Channels & Streaming

Title	Producer	Runtime
Centerville Mayor’s Minutes: Winter	Trevor Scholl	00:04:04
Spring Lake Park Mayor’s Minutes: Winter	Trevor Scholl	00:05:49
Lino Lakes Fire Station 1 Gets Needed Upgrades	Trevor Scholl	00:02:50
SBM Virtual Car Seat Clinic	Trevor Scholl	00:19:00
Centerstage Centerville Highlight: Remillard Insurance	Trevor Scholl	00:01:30
Business is Up at Lexington Liquors	Danika Peterson/Rusty Ray	00:01:15
SLP Public Works Get State of the Art Snowplow	Danika Peterson/Rusty Ray	00:01:07
Monuments Unveiled at Veterans Memorial Park	Danika Peterson/Rusty Ray	00:02:23
Anoka County Board Meeting (1/5/21)	T.J. Tronson	00:47:21
Anoka County Board Meeting (1/26/21)	T.J. Tronson	01:33:51

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

- Winter Mayor’s Minutes
- Blaine PD awards
- Blaine PD hearing impaired relations
- Lino Lakes fire recruitment updates
- Animal Humane Society
- More Centerstage Centerville business profiles
- Circle Pines virtual tour

# Equipment Consulting/Technical Support

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## **Blaine**

- 1.6.21: Monitor not working. The AppleTV device was not working correctly. Reset it and changed a few settings on the TV. It is now working.

## **Centerville**

- No assistance required.

## **Circle Pines**

- 1.14.21: Problems with recording device. Formatted the USB memory stick. Now working.
- 1.20.21: Cameras not responding.
- 1.21.21: Discovered the SonyCamera.Grid file was not open. Problem resolved.

## **Ham Lake**

- 1.19.21: Trouble getting the program feed to the Brightsign player. Walked staff through process.

## **Lexington**

- No assistance required.

## **Lino Lakes**

- 1.13.21: Audio assistance device request. Investigated devices to assist hearing impaired meeting participants.

## **Spring Lake Park**

- 1.4.21: Trouble using Zoom for broadcast. Raspberry Pi attached to the .136 address was frozen. Rebooted and back to working.
- 1.19.21: New system arrived. Arranged installation time.
- 1.19.21: Verify Zoom meeting working.
- 1.21.21: Installed new Broadcast Pix switcher PC. Load new graphics created by NMTV staff. Trouble controlling cameras.
- 1.22.21: Worked with Broadcast Pix to correct camera communication issues. Problem they have never seen before. Of course.
- 1.25.21: Troubleshooting camera communication issue with new switcher. Appears to be camera power issue. But one camera not starting. Created new macro grid with working cameras. Set up a second grid or moving cameras and automatically bringing in nametags for meetings. Trained Danika on new equipment.

## **All Cities**

- 1.6.21: Worked with Z Systems and Tightrope to update all equipment service and warranty contracts.

## Channel Management



Programming Coordinator, Michele Silvester, along with help from Eric Houston, and Trevor Scholl, is responsible for processing and scheduling the programming on the City channels. There are three categories of programs that are scheduled on the City channels; live and replayed meetings, NMTV staff created video content, and informational graphics pages. All categories of programming must be encoded, scheduled, and entered

into the Tightrope playback system or entered into the Carousel video files. As each live meeting is being recorded at City Hall, it is routed to the North Metro TV head-end and then sent out over the cable system live. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in January:

<b>Title</b>	<b>Producer</b>	<b>Runtime</b>
Blaine City Council Meeting (1/4/21)	T.J. Tronson	00:54:58
Blaine Planning Commission Meeting (1/12/21)	T.J. Tronson	00:52:53
Blaine Natural Resources Conservation Board Meeting (1/19/21)	Trevor Scholl	00:41:55
Blaine City Council Meeting (1/20/21)	Trevor Scholl	00:54:58
Blaine Park Board Meeting (1/26/21)	T.J. Tronson	01:26:14
Centerville Park & Rec Meeting (12/2/21)	Centerville Staff	01:29:42
Centerville City Council Meeting (1/13/21)	Centerville Staff	03:04:56
Centerville EDA Meeting (1/20/21)	Centerville Staff	02:39:46
Centerville Planning & Zoning Meeting (1/26/21)	Centerville Staff	01:26:32
Centerville City Council Meeting (1/27/21)	Centerville Staff	01:12:18
Circle Pines City Council Meeting (1/12/21)	Patrick Willson	00:51:36
Circle Pines Utility Commission Meeting (1/20/21)	Patrick Willson	00:49:54
Circle Pines City Council Meeting (1/26/21)	Patrick Willson	01:13:31
Circle Pines Special Utility Commission Meeting (1/27/21)	Patrick Willson	01:12:18
Ham Lake City Council Meeting (1/4/21)	Rusty Ray/Patrick Willson	00:18:16
Ham Lake City Council Meeting (1/19/21)	Patrick Willson	00:22:13
Lexington City Council Meeting (1/7/21)	Lexington Staff	00:34:31
Lexington City Council Meeting (1/21/21)	Lexington Staff	00:42:09
Lino Lakes Park Board Meeting (1/6/21)	Lino Lakes Staff	01:29:38
Lino Lakes City Council Meeting (1/11/21)	Anne Serwe	00:48:45
Lino Lakes Planning & Zoning Meeting (1/13/21)	Lino Lakes Staff	00:32:41
Lino Lakes City Council Meeting (1/25/21)	Anne Serwe	00:42:41
Lino Lakes Environmental Board Meeting (1/27/21)	Lino Lakes Staff	00:59:30
Spring Lake Park City Council Meeting (1/4/21)	Danika Peterson/Isaac Quick	00:35:54
Spring Lake Park City Council Meeting (1/19/21)	Danika Peterson/Isaac Quick	00:49:55
Spring Lake Park Planning Commission Meeting (1/25/21)	Danika Peterson/Isaac Quick	00:39:06
<b>26 New Programs</b>		<b>26:50:01 New Hours</b>

Meetings are scheduled for replay based on schedules requested by each City. Additional longer-length video programming, produced by NMTV staff, is also scheduled on the channels. With the arrival of the Carousel units, shorter-length videos and promos are loaded onto those devices, rather than being scheduled as separate playbacks. The short videos cycle through, with graphics pages, and play on the channels whenever a scheduled program is not playing. Depending on whether a City selected the split screen or full screen Carousel option, the shorter videos are cycling 24 hours a day. The table below outlines how many times a longer-length video program was entered into the Tigtrope system, and played back on each City channel.

<b>City</b>	<b>Number of Times Programs Played</b>	<b>Hours Programmed on Channel</b>
Blaine	180	241:54:21
Centerville	51	117:47:28
Circle Pines	155	135:33:00
Ham Lake	65	32:50:02
Lexington	98	66:06:06
Lino Lakes	80	63:55:02
Spring Lake Park	109	83:53:47
<b>Totals:</b>	<b>738 Program Playbacks</b>	<b>741:59:46 Hours of Video Programming on Channels</b>

The last category of programming on City channels consists of bulletin board, or graphics pages, that display information about the City or about events and issues of interest to citizens. With the installation of the Carousel units, Eric Houston has assumed responsibility for updating the information on all seven channels. He works closely with each City's representative to ensure that all requested data slides are created and posted to the satisfaction of the City. Even though Eric is doing the work of creating the data pages, the Cities maintain editorial control. In addition to the graphics pages, the Carousel units play video. Trevor Scholl is responsible for encoding any short videos that are displayed. The following work was done for City Carousel units in January:

- **Blaine**  
• Transcoded and uploaded 1 video to Carousel.
- **Centerville**  
• Transcoded and uploaded 2 videos to Carousel.
- **Circle Pines**  
• Transcoded and uploaded 0 videos to Carousel.
- **Ham Lake**  
• Transcoded and uploaded 0 videos to Carousel.
- **Lexington**  
• Transcoded and uploaded 1 video to Carousel.
- **Lino Lakes**  
• Transcoded and uploaded 1 video to Carousel.
- **Spring Lake Park**  
• Transcoded and uploaded 2 videos to Carousel.  
• Posted 3 new data pages to Carousel.

## Meetings on Demand



NMTV has created a video on demand service, with line-item bookmarking, for our Cities' meetings. In order to accomplish this, each encoded meeting has to undergo several steps. The meeting must first be transferred and transcoded from the playback server to the video on demand server. Once that is done, a staff member must go through the meeting entering a bookmark at the start of each meeting line-item, and enter the corresponding line-item information. Next, the meeting is linked to the NMTV website's city meeting page for video on demand. The following number of meetings were bookmarked and/or placed on VOD for the Cities in January:

- **Blaine**  
5 meetings bookmarked and placed on VOD.
- **Centerville**  
5 meetings bookmarked and placed on VOD.
- **Circle Pines**  
4 meetings bookmarked and placed on VOD.
- **Ham Lake**  
2 meetings bookmarked and placed on VOD.
- **Lexington**  
2 meetings placed on VOD.
- **Lino Lakes**  
5 meetings bookmarked and placed on VOD.
- **Spring Lake Park**  
3 meetings bookmarked and placed on VOD

## Administrative



The issues dealt with in January included following up on Comcast franchise renewal, contacting new Cable Commissioners, and processing the 2020 fourth quarter franchise and PEG fee data.

- **4<sup>th</sup> Quarter Franchise and PEG Fees**
- Received 4th quarter franchise and PEG fee reports and payments from Comcast and CenturyLink.
- Entered data into spread sheets for PEG fees received, franchise fees received, and gross revenues.
- 2020 franchise fees were 1.78% less than 2019 franchise fees.
- 2020 PEG fees were down by 3.99% over 2019 PEG fees.
- Subscriber losses resulted in a larger loss of PEG fees than franchise fees. PEG fees are currently collected on a per subscriber basis. Franchise fees are collected as a percentage of gross revenue. Remaining subscribers seem to be spending more money on cable services.
- Considering record subscriber losses by cable companies and the gradual end to CenturyLink services, the amount of losses is within expectation.

- CenturyLink left the cable market in December 2020. There may be insignificant residual fees for Q1 2021.

### **Franchise Fee Payment to Cities**

- Calculated percentages of income based on total system gross revenue and City gross revenue.
- Determined amounts of franchise fees to be returned to Cities based on those percentages.
- Created tables outlining payment amounts.

### **Updated 2021 Commission Materials**

- Updated contact information with new Commission membership and voting structure.
- Contacted new Commission members and provided meeting dates, contact information and history of Commission.
- Contacted Commission members to ascertain interest in membership on the Executive Committee.

### **Comcast Franchise Renewal**

- Spoke with Mike Bradley regarding Comcast response to our draft franchise renewal document.
- M. Bradley sent a follow-up inquiry to Comcast regarding document.
- Comcast has not yet responded to draft franchise document.
- The current franchise expired on December 31, 2020.
- Comcast is required to have a franchise in order to provide cable service.
- The current franchise will roll-over, month to month, unless an extension is agreed upon.

### **Miscellaneous**

- Kept apprised of staff assumption of city meeting recording.
- Responded to questions from Commission Member Dale Stoesz.
- Sent meeting links to Teresa at Centerville City Hall.
- Provided Ben Hayle with Comcast customer service contact information.
- Read industry articles.



### Program Production

In January, a total of 83 **new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **74:00:00 hours of new programming**.

- 24 programs were produced by the public
- 49 programs were produced by NMTV staff
- 10 programs were produced by City staff



### Van Shoots

The HD production truck was not utilized in January, as a safety precaution. High school sporting events resumed on January 14<sup>th</sup>.

### vMix Live Single Cam Shoots

The vMix single camera production system was utilized to record/transmit live thirteen high school sporting events. The vMix system is safer to utilize as it requires significantly fewer staff members who are spread out over multiple locations, connected via the internet.

- Girls Basketball: Spring Lake Park vs. Centennial
- Boys Basketball: Centennial vs. Spring Lake Park
- Boys Swim & Dive: Champlin Park vs. Centennial
- Boys Swim & Dive: Centennial vs. Spring Lake Park
- Boys Swim & Dive: Park Center vs. Centennial
- Boys Basketball: Blaine vs. Centennial
- Girls Basketball: Centennial vs. Blaine
- Girls Basketball: Armstrong vs. Blaine
- Girls Hockey: Anoka/Spring Lake Park vs. Blaine
- Girls Basketball: Elk River vs. Spring Lake Park
- Boys Hockey: Rogers vs. Spring Lake Park
- Boys Swim & Dive: Maple Grove vs. Centennial
- Girls Hockey: Centennial vs. Anoka/Spring Lake Park



### Most Viewed YouTube VOD Sporting Event

Boys Basketball:  
Centennial vs. Spring Lake Park  
1,400 Views

## Live Workshops

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Workshop	Instructor	Organization	Students
<b>Live Lecture</b> - The Quiz Show Scandals and Other Game Shows of the 50s and 60s	Eric Houston	Robbinsdale Community Education via Zoom (Fee Paid)	8
<b>Live Lecture</b> - Superman: The Man of Steel on the Silver Screen	Eric Houston	General Public via Youtube	15
<b>2 Live Workshops</b>			<b>23 Students</b>

## VOD Workshop Views

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Workshop	Type	# of Views	Hours Viewed
The Cult of Caroline Munro	Mini	1704	71hrs
The Marx Brothers: Groucho, Chico, Harpo...	Full	651	70.5hrs
Chicago Christmas Classics: Frosty, Suzy...	Mini	502	25hrs
The Marilyn Monroe Story	Full	352	52hrs
The Quiz Show Scandals	Full	81	13.5hrs
TV's Greatest Christmas Specials	Full	80	9hrs
Nick at Nite: A TV Viewer's Dream	Mini	64	2.5hrs
Superman: The Man of Steel on the Silver Screen	Full	27	8.5hrs
Come on Down: Game Shows of the 70s and 80s	Full	32	3hrs
Hollywood Goes to War – World War II	Full	31	3hrs
Let's Go Ghostbusters: Filmations Haunted...	Mini	24	.75hrs
Monster Movies of the 40s and 50s	Full	24	2.5hrs
The Fantastic Four on the Silver Screen	Mini	24	2hrs
Monster Movies of the 20s and 30s	Full	22	1hr
The Presidency on Film JQA to JFK	Full	13	1.75hrs
Monstervision: The Legend of Joe Bob Briggs	Mini	12	1hr
The Three Stooges: Comedy's Heavy Hitters	Full	12	1.75hrs
The Birth of Animation: Mickey, Bugs & Betty Boop	Full	12	1hr
Christmas in Hollywood	Full	10	2hrs
<b>19 VOD Workshops</b>		<b>3,677 Total Views</b>	<b>271.75 Hours Viewed</b>



### Most Viewed YouTube VOD Workshop

The Cult of Caroline Munro  
1,704 Views

## YouTube Stats

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Month	Viewers	Videos Viewed	Hours Watched	New Subscribers	Total Impressions
January	23,800	38,487	3,620.2	132	532,400
<b>TOTAL:</b>	<b>23,800</b>	<b>38,487</b>	<b>3,620.2</b>	<b>132</b>	<b>532,400</b>

## NMTV Website Stats

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Month	Number of Users	Number of Views	Live Stream Views
January	6,103	20,923	1,324
<b>TOTAL:</b>	<b>6,103</b>	<b>20,923</b>	<b>1,324</b>

## Home Movie Transfers

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Home movie transfers have become one of our most popular services. Residents can transfer their family videos themselves for free, or pay NMTV to do it. NMTV can also transfer film, slides, and photos for a fee.

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	387	74	136	3	516	\$1,927.20
<b>TOTAL:</b>	<b>387</b>	<b>74</b>	<b>136</b>	<b>3</b>	<b>516</b>	<b>\$1,927.20</b>

## Production Highlights

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### NMTV News Highlights

Each week Danika Peterson and Rusty Ray create a news program that highlights events, people, issues, and information important to citizens of our Member Cities. Some January highlights include:

- Dance Studios Grateful to Reopen
- Fogarty Arena Looks for Support to Survive
- High School Sports Return to Action
- Mothers of Victims Try to Help With Teen Suicide Prevention
- Transit Link Connects Food Resources With Those in Need
- Restaurant Owners Grateful to be Reopened
- Centennial Lakes Police Chief Describes Damage One Man's Bullet Did to Station
- Metro Transit Explores Possible Rapid Bus Route Connecting Blaine and Minneapolis.
- Liquor Sales Up During Pandemic
- Elementary Students Return to School
- Northtown Mall Sues Metro Transit Over Bus Station
- Statehouse Bill Would Cap Fees That Food Delivery Services Can Charge
- Charitable Gambling Dollars Way Down Amid Pandemic
- COVID19 Vaccination Site Opens in Blaine at the National Sports Center
- New Check-Out Option at Anoka County Library
- Grants and Loans for Centerville Businesses



In addition to daily playbacks of North Metro TV News on the cable systems, there are 787 local stories archived for viewers on the NMTV Youtube channel. The channel can be accessed through the northmetrotv.com website.



## Most Viewed YouTube VOD News Story

Restaurant Owners Grateful to Re-Open  
462 Views

### New Workshops

Instructor, Eric Houston, has been busy creating new lectures to add to his ever growing series on-line. This month, he completed two new lectures, including one long-form class called Superman: The Man of Steel on the Silver Screen, and a mini-workshop entitled The Fantastic Four on the Silver Screen. Each class requires scriptwriting, research, clip downloads, recording new content, and editing.

### City Meetings

The transfer of responsibility for recording city meetings has been completed. NMTV staff now record Blaine, Spring Lake Park, Ham Lake, Circle Pines, and Lino Lakes meetings. (City meetings that take place entirely on Zoom are still facilitated by city staff.) The plan is to begin recording Centerville meetings in June, when it is thought that meetings will move from the Zoom format to live in chambers. Lexington currently does not require staff to record meetings.

### Mayor's Minutes

Municipal Producer, Trevor Scholl, produced two episodes of Mayor's Minutes in January. The program gives Mayors an opportunity to update residents on all the important issues and events taking place in the city. All Member City mayors are invited to participate. This month, Mayor Love of Centerville and Mayor Nelson of Spring Lake Park were able to schedule shoots. Mayor Sanders is currently lined up for a February episode.



### Drone

NMTV drone pilot, T.J. Tronson, has been taking steps to make sure that our drone maintenance and use continue to be compliant with equipment guidelines and FAA regulations. He has completed a software upgrade that will enable the drone to remotely send out the drone's serial number, latitude/longitude, altitude and velocity among other updates. This software upgrade will keep NMTV compliant with the FAA's "Remote Identification of Unmanned Aircraft – Part 89" rules. T.J. will also be taking the Part 107 Commercial Drone Pilot Bi-Annual test again, to maintain his current drone pilot license.

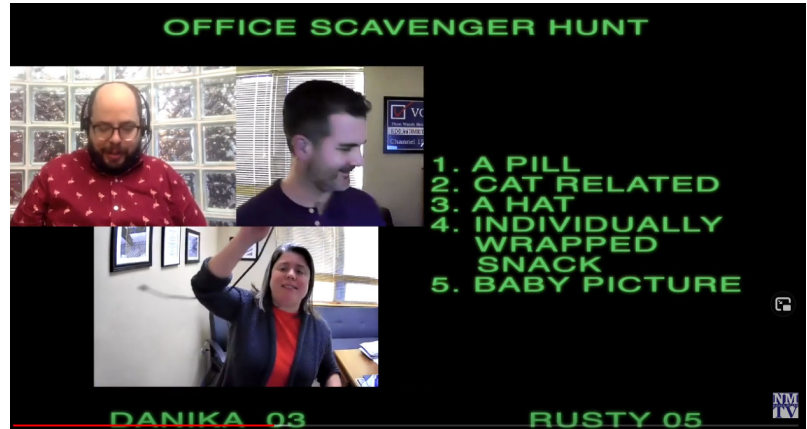
### Centennial Boys Swim Streaming Services

The Centennial boys swim team is working with Sports Director Kenton Kipp to make sure all of their meets are streamed live and recorded. While NMTV was planning to cover two of their meets, the team requested that all meets be streamed live. The sports crew has a real challenge trying to cover girls and boys sports from three school districts fairly. The abundance of high school sporting events results in the inability to cover 100% of all sports. NMTV agreed to stream the additional meets for a fee.



### Untitled Socially Distanced Game Show

Studio Manager, Eric Houston, has created a new game show for NMTV. The Untitled, Socially Distant Game Show offers a fun opportunity for producers and groups to do something different. Three test episodes, featuring NMTV staff members, have been recorded. Eric reached out to the Metro North Chamber of Commerce and offered to host episodes of the show for local businesses as a team building exercise. We are currently planning an episode with Lori Higgins and the Chamber Board. Lori offered to forward the offer to local non-profits as well.



### City Productions

In January, Municipal Producer, Trevor Scholl, completed five productions. The shows included two episodes of Mayor's Minutes, a Centerstage Centerville business profile, the completion of the SBM Virtual Car Seat Clinic and highlights of the Lino Lakes fire station upgrades. Programs completed include:

- Centerville Winter Mayors Minutes
- Spring Lake Park Winter Mayors Minutes
- SBM Virtual Car Seat Clinic
- Lino Lakes Fire Station Upgrades
- Centerstage Centerville: Remillard Insurance



New and ongoing projects include:

- Winter Mayor's Minutes
- Blaine PD awards
- Blaine PD hearing impaired relations
- Lino Lakes fire recruitment updates
- Animal Humane Society
- More Centerstage Centerville business profiles
- Circle Pines virtual tour
- Blaine Veterans Memorial grand ceremony

Trevor touches base with contacts on a regular basis and also encourages Cities to contact him whenever they have an idea for a new show.

### Public Access Programs

Title	Producer	Runtime
Denny and the DC Drifters	David Schoumaker	01:25:06
NMTV's Untitled Socially Distanced Game Show (3 episodes)	Eric Houston	01:21:51
Bad Movie Bros (2 episodes)	Eric Houston	01:21:16
Rice Creek Watershed District Meeting (2 episodes)	Theresa Stasica	03:13:03
Christ Lutheran Church (4 episodes)	Chance Amundson	03:51:24
Lovepower (4 episodes)	Rick Larson	04:00:00
The Power of Love (4 episodes)	Rick Larson	02:00:00
Oak Park Community Church (4 episodes)	David Turnidge	02:43:52

## NMTV Staff Programs

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Title	Producer	Runtime
Anoka County Board Meeting (1/5/21)	T.J. Tronson	00:47:21
Anoka County Board Meeting (1/26/21)	T.J. Tronson	01:33:51
2020 Blaine Football Awards and Highlights	T.J. Tronson	02:28:18
NMTV News (4 episodes)	Danika Peterson/Rusty Ray	01:16:03
Business is Up at Lexington Liquors	Danika Peterson/Rusty Ray	00:01:15
SLP Public Works Get State of the Art Snowplow	Danika Peterson/Rusty Ray	00:01:07
Monuments Unveiled at Veterans Memorial Park	Danika Peterson/Rusty Ray	00:02:23
Centerville Mayor's Minutes: Winter	Trevor Scholl	00:04:04
Spring Lake Park Mayor's Minutes: Winter	Trevor Scholl	00:05:49
Lino Lakes Fire Station 1 Gets Needed Upgrades	Trevor Scholl	00:02:50
Virtual Car Seat Clinic	Trevor Scholl	00:19:00
Centerstage Centerville Highlight: Remillard Insurance	Trevor Scholl	00:01:30
Girls Basketball: Spring Lake Park/Centennial	Kenton Kipp/J. Millington	01:27:33
Boys Basketball: Centennial/Spring Lake Park	Kenton Kipp/J. Millington	01:08:45
Boys Swim & Dive: Champlin Park/Centennial	Kenton Kipp/J. Millington	01:52:51
Boys Swim & Dive: Centennial/Spring Lake Park	Kenton Kipp/J. Millington	01:39:37
Boys Swim & Dive: Park Center/Centennial	Kenton Kipp/J. Millington	01:34:06
Boys Basketball: Blaine/Centennial	Kenton Kipp/J. Millington	01:20:06
Girls Basketball: Centennial/Blaine	Kenton Kipp/J. Millington	01:18:25
Girls Basketball: Armstrong/Blaine	Kenton Kipp/J. Millington	01:23:50
Girls Hockey: Anoka Spring Lake Park/Blaine	Kenton Kipp/J. Millington	01:16:45
Girls Basketball: Elk River/Spring Lake Park	Kenton Kipp/J. Millington	01:16:00
Boys Hockey: Rogers/Spring Lake Park	Kenton Kipp/J. Millington	01:20:05
Boys Swim & Dive: Maple Grove/Centennial	Kenton Kipp/J. Millington	01:39:26
Girls Hockey: Centennial/Anoka Spring Lake Park	Kenton Kipp/J. Millington	01:10:10
NMTV Freelancer Training Video: Remote Announcer Set-Up	Kenton Kipp/J. Millington	00:11:48
Sports Den Fall Wrap-Up: 2020 Football	Kenton Kipp/J. Millington	00:31:35
Sports Den Fall Wrap-Up: 2020 Volleyball	Kenton Kipp/J. Millington	00:36:46
Sports Den (2 episodes)	Kenton Kipp/J. Millington	00:41:48
<b>33 New Programs</b>		<b>27:13:07 New Hours</b>

## City Meetings

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Title	Producer	Runtime
Blaine City Council Meeting (1/4/21)	T.J. Tronson	00:54:58
Blaine Planning Commission Meeting	T.J. Tronson	00:52:53

(1/12/21)		
Blaine Natural Resources Conservation Board Meeting (1/19/21)	Trevor Scholl	00:41:55
Blaine City Council Meeting (1/20/21)	Trevor Scholl	00:54:58
Blaine Park Board Meeting (1/26/21)	T.J. Tronson	01:26:14
Centerville Park & Rec Meeting (12/2/21)	Centerville Staff	01:29:42
Centerville City Council Meeting (1/13/21)	Centerville Staff	03:04:56
Centerville EDA Meeting (1/20/21)	Centerville Staff	02:39:46
Centerville Planning & Zoning Meeting (1/26/21)	Centerville Staff	01:26:32
Centerville City Council Meeting (1/27/21)	Centerville Staff	01:12:18
Circle Pines City Council Meeting (1/12/21)	Patrick Willson	00:51:36
Circle Pines Utility Commission Meeting (1/20/21)	Patrick Willson	00:49:54
Circle Pines City Council Meeting (1/26/21)	Patrick Willson	01:13:31
Circle Pines Special Utility Commission Meeting (1/27/21)	Patrick Willson	01:12:18
Ham Lake City Council Meeting (1/4/21)	Rusty Ray/Patrick Willson	00:18:16
Ham Lake City Council Meeting (1/19/21)	Patrick Willson	00:22:13
Lexington City Council Meeting (1/7/21)	Lexington Staff	00:34:31
Lexington City Council Meeting (1/21/21)	Lexington Staff	00:42:09
Lino Lakes Park Board Meeting (1/6/21)	Lino Lakes Staff	01:29:38
Lino Lakes City Council Meeting (1/11/21)	Anne Serwe	00:48:45
Lino Lakes Planning & Zoning Meeting (1/13/21)	Lino Lakes Staff	00:32:41
Lino Lakes City Council Meeting (1/25/21)	Anne Serwe	00:42:41
Lino Lakes Environmental Board Meeting (1/27/21)	Lino Lakes Staff	00:59:30
Spring Lake Park City Council Meeting (1/4/21)	Danika Peterson/Isaac Quick	00:35:54
Spring Lake Park City Council Meeting (1/19/21)	Danika Peterson/Isaac Quick	00:49:55
Spring Lake Park Planning Commission Meeting (1/25/21)	Danika Peterson/Isaac Quick	00:39:06
<b>26 New Programs</b>		<b>26:50:01 New Hours</b>

If you have any questions or comments regarding this monthly report please contact

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U.S. Municipal Bond Market

# What Public Finance Entities Can Expect from the \$1.9 Trillion American Rescue Plan, Some Preliminary Details Released

- Lawmakers in Washington are in the process of developing and approving legislative language in response to the budget reconciliation resolution adopted last week.
- Preliminary breakdown details from legislative committees are being released outlining what public finance entities can expect from the White House’s \$1.9 trillion American Rescue Plan. Please keep in mind that these details are still preliminary, and the numbers we include below could change.
- About 60% of the \$350 billion for state and local governments would be allocated to states, about 40% would go to local governments, and remaining funds would go to tribal governments and U.S. territories. We included a more detailed summary by state based on preliminary Congressional estimates in a table on pages 5-6.
- There could be \$170 billion of education relief that will include \$128 billion for elementary and secondary education and about \$39 billion for higher education, based on the preliminary legislative language.
- Additional potential spending includes: \$50 billion for FEMA’s Disaster Relief Fund, \$30 billion for mass transit, \$8 billion for airports, \$3 billion for economic development, and \$3 billion for aerospace manufacturing payroll support.
- COVID-19 numbers have been significantly improving in recent weeks, however health officials are continuing to warn that numbers could spike in 5-13 weeks as a result of the new variants.

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*Preliminary breakdown details from legislative committees are being released outlining what public finance entities can expect from the White House’s \$1.9 trillion American Rescue Plan.*

## Summary of Potential State and Local Govt. \$350 Billion Estimate Breakdown

Estimated Amount (\$ in billions)	% of Total	Allocation Area
\$195.30	56%	U.S. States and Washington D.C.
130.20	37%	U.S. local governments
20.00	6%	U.S. tribal governments
4.50	1%	U.S. territories
0.57	0%	Emergency leave for federal & postal workers
0.12	0%	Oversight
<b>\$350.69</b>	<b>100%</b>	<b>Total</b>

Source: Preliminary Congressional estimates based on CRS, Census Bureau, HUD data, and HilltopSecurities. All estimates are subject to change.

## Sixth-Phase COVID-Relief Negotiations

The negotiations for a sixth phase of COVID-19 relief began just before the Jan. 20 inauguration of President Joe Biden. On Jan. 14, then [President-elect Biden](#)

announced his \$1.9 trillion “First-Stage” rescue package. This proposal included \$350 billion of state and local government aid. After Biden was inaugurated, he met with a group of 10 Republican Senators to begin negotiations on a bi-partisan relief proposal.

The Republican Senators proposed a smaller \$618 billion relief package in response to the President’s \$1.9 trillion idea. The Republican’s slimmed-down proposal did not include any aid for state and local governments.

## Federal Budget Reconciliation

Democrats quickly abandoned the idea of a bipartisan agreement for a sixth phase of relief and began the budget reconciliation process early last week. Please see this Congressional Research Service (CRS) report The Budget Reconciliation Process: Stages of Consideration January 25, 2021 report for more details about the process and history.

The budget reconciliation process would allow the Democrats to pass a relief package that includes a total amount of spending closer to the \$1.9 trillion proposed by President Biden in January. Budget reconciliation would give Democrats the ability to pass the \$1.9 trillion First Stage proposal with simple majorities in both the House and the Senate.

There are five major stages to the Reconciliation Process as outlined by the CRS:

- There are five major stages to the Reconciliation Process as outlined by the CRS:
- Budget resolution adopted that includes reconciliation directives to individual committees (Occurred last week)
- Committees develop and report legislative language (occurring now)
- Floor consideration by the House of Representatives and the Senate
- Differences between the chambers need to be resolved
- Final action by the president

The budget resolution that was adopted last week gives committees until Feb. 16 to draft a COVID-19 relief bill, which is being referred to as the American Rescue Plan. Committees are currently working on the legislative language. Senate Democrats are hoping that they will be able to pass President Biden’s proposal by early March. A key deadline lawmakers are working to beat is March 14, which is the day federal unemployment benefits are set to expire unless extended. Meanwhile, details are being circulated about the spending line items originally proposed by President Biden in the middle of January.

## \$350 Billion State and Local Government Aid

The potential detailed breakdown of how the proposed \$350 billion for state and local governments was released last night by House Committee on Oversight and Reform Chairwoman Carolyn Maloney (Congressional representative from New York). Keep in mind this is just the initial outline from the House Committee on Oversight and Reform. A full vote is expected by the House this Friday. The Committee included the following details, and we are reprinting them word-for-word:

*The Republican Senators proposed a smaller \$618 billion relief package in response to the President’s \$1.9 trillion idea. The Republican’s slimmed-down proposal did not include any aid for state and local governments.*

*The budget reconciliation process would allow the Democrats to pass a relief package closer to the \$1.9 trillion proposed by President Biden in January with simple majorities in both the House and the Senate.*

*The potential detailed breakdown of how the proposed \$350 billion for state and local governments was released last night.*

## Committee on Oversight and Reform Fiscal Year 2021 Reconciliation Act Provisions State, Local, Tribal, and Territorial Support: \$350 billion

Description: The bill would create new State and Local Coronavirus Relief Funds to keep first responders, frontline health workers, and other providers of vital services safely on the job as states, local governments, Tribes, and territories roll out vaccines and fight to rebuild Main Street economies. Sixty percent of the funds would go to States and 40% to localities. Local governments of every size would receive dedicated allotments. Funds are available until expended, awarded directly from Treasury within 60 days of enactment, and subject to eligible uses including to replace revenue lost, delayed, or decreased as a result of the pandemic.

*"Sixty percent of the proposed funds would go to States and 40% to localities."*

### *States and the District of Columbia: \$195.3 billion*

- \$25.5 billion equally divided — every state receives at least \$500 million
- \$169 billion based on the state share of total unemployed workers
- The District of Columbia would be made whole after being treated as a territory in previous coronavirus funding Acts

### *Local governments: \$130.2 billion divided evenly between cities and counties*

- \$65.1 billion to cities using a modified Community Development Block Grant formula
- \$45.57 billion for municipalities with populations of at least 50,000
- \$19.53 billion for municipalities with populations of less than 50,000
- \$65.1 billion to counties based on population

### *Tribes: \$20 billion to federally recognized Tribal governments*

- \$1 billion divided equally
- \$19 billion divided as determined by the Secretary of the Treasury

*The bill would provide emergency paid leave for civilian federal employees and postal workers.*

### *Territories: \$4.5 billion*

- \$2.25 billion divided equally and \$2.25 billion based on population

### *Emergency Leave for Federal and Postal Workers: \$570 million*

The bill would provide emergency paid leave for civilian federal employees and postal workers. Employees would be eligible for up to 600 hours of leave when forced to quarantine or ill with COVID, when caring for a child whose school or place of care has been closed or is conducting virtual learning, or when caring for a family member incapable of self-care whose care provider is unavailable due to COVID. Leave would be available until September 30, 2021 and employees would be required to first use any other paid sick leave when applicable.

### *Oversight of Funds: \$117 million*

- The bill would provide additional funds to oversight entities to promote transparency and accountability of all federal coronavirus relief funds.
- Government Accountability Office: \$77 million
- Pandemic Response and Accountability Committee: \$40 million

*Leave would be available until September 30, 2021 and employees would be required to first use any other paid sick leave when applicable.*

## \$170 Billion of Education Related Relief

We also have seen some details related to the \$170 billion of education-focused relief. The House Committee on Education and Labor also released some preliminary numbers. The larger education-focused line items include:

- \$128 billion for Elementary and Secondary School Emergency Relief Fund
- \$39.5 billion for the Higher Education Emergency Relief Fund

*The larger education-focused line items include \$128 billion for Elementary and Secondary School Emergency Relief Fund and \$39.5 billion for the Higher Education Emergency Relief Fund.*

## Other Related Spending from House Committee on Transportation and Infrastructure

We also have seen some preliminary numbers from the House Committee on Transportation and Infrastructure that includes:

- FEMA's Disaster Relief Fund: \$50 billion for reimbursement to state, local, tribal, and territorial governments
- Mass transit: \$30 billion to assist with operating costs, including payroll and personal protective equipment.
- Airports: \$8 billion, including \$800 million for airport concessionaires.
- Economic Development Administration: \$3 billion to provide economic adjustment assistance respond to economic injury caused by the COVID-19 pandemic.
- Aerospace manufacturing: \$3 billion for a temporary payroll support.

## Emergency Rental Assistance

We are expecting to see details about Emergency Rental Assistance be released perhaps today or at least sometime before the end of this week.

*We are expecting to see details about Emergency Rental Assistance be released perhaps today or at least sometime before the end of this week.*

## Status of COVID-19 in the U.S.

The good news on the COVID-19 front is that the numbers showing the spread of COVID-19 have plummeted in the U.S. since the beginning of January. The number of new daily cases has fallen by 35% over the last two weeks. The number of new daily deaths and new daily hospitalizations has fallen by 20% and 26%, respectively, over the last two weeks according to New York Times data. The bad news, however, is health officials are warning that the spread of the new variants could cause numbers to spike again in 5-13 weeks. Currently, there are about 944 known cases of the new COVID-19 strains in the U.S.

The vaccination effort is underway globally, and so far the U.S. is distributing about 1.5 million COVID-19 vaccination doses per day. At this rate it is estimated it could take nine months to cover 75% of the U.S. population with two doses of the vaccine. So far, about 10% of Americans have received one dose of the COVID-19 vaccine and 3% are considered fully vaccinated according to the U.S. Centers for Disease Control and Prevention (CDC).

*The good news on the COVID-19 front is that the numbers showing the spread of COVID-19 have plummeted in the U.S. since the beginning of January. The number of new daily cases has fallen by 35% over the last two weeks.*

## Estimates for Potential State, Local, Tribal, and Territorial Govt. Fiscal Relief (\$ in billions)

State	Aid to STATE Govts. (\$)	Aid to LOCAL Govts (\$)	Total (\$)
Alabama	\$2.136	\$1.894	\$4.031
Alaska	0.827	0.258	1.085
American Samoa	0.481	0.031	0.512
Arizona	4.836	2.550	7.386
Arkansas	1.663	1.201	2.864
California	26.264	14.973	41.237
Colorado	3.984	1.882	5.866
Connecticut	2.668	1.645	4.312
Delaware	0.899	0.306	1.205
D.C. (regular allocation)	0.997	0.495	1.492
D.C. (from CARES)	0.755	0.000	0.755
Florida	10.310	6.060	16.369
Georgia	4.690	3.572	8.262
Guam	0.556	0.105	0.661
Hawaii	1.645	0.482	2.126
Idaho	1.197	0.644	1.842
Illinois	7.549	5.684	13.232
Indiana	3.084	2.837	5.921
Iowa	1.390	1.500	2.889
Kansas	1.598	1.157	2.755
Kentucky	2.459	1.645	4.104
Louisiana	3.233	1.965	5.199
Maine	1.037	0.648	1.684
Maryland	3.899	1.956	5.856
Massachusetts	4.547	3.728	8.275
Michigan	5.698	4.405	10.102
Minnesota	2.597	2.093	4.690
Mississippi	1.818	1.262	3.080
Missouri	2.838	2.505	5.343
Montana	0.891	0.410	1.301
Nebraska	0.983	0.805	1.788
Nevada	2.969	0.947	3.916
New Hampshire	0.966	0.559	1.526
New Jersey	6.483	2.950	9.433
New Mexico	1.631	0.841	2.472
New York	12.665	10.640	23.305
North Carolina	5.316	3.791	9.107
North Dakota	0.778	0.279	1.057
Northern Mariana Islands	0.483	0.032	0.515
Ohio	5.681	5.429	11.110
Oklahoma	2.191	1.395	3.586
Oregon	2.628	1.543	4.172
Pennsylvania	7.349	5.778	13.127
Puerto Rico	2.463	1.944	4.408

State	Aid to STATE Govts. (\$)	Aid to LOCAL Govts (\$)	Total (\$)
Rhode Island	1.133	0.594	1.727
South Carolina	2.111	1.629	3.740
South Dakota	0.744	0.346	1.090
Tennessee	3.850	2.469	6.319
Texas	16.824	10.357	27.181
U.S. Virgin Islands	0.517	0.067	0.584
Utah	1.528	1.014	2.543
Vermont	0.655	0.307	0.961
Virginia	3.795	2.681	6.476
Washington	4.285	2.439	6.725
West Virginia	1.259	0.842	2.101
Wisconsin	3.231	2.499	5.730
Wyoming	0.736	0.131	0.868
Tribal Governments	20.000	0.000	20.000
<b>Totals</b>	<b>\$219.800</b>	<b>\$130.200</b>	<b>\$350.000</b>

Source: Preliminary Congressional estimates and subject to change based on CRS, Census Bureau, HUD data and HilltopSecurities.

## Recent HilltopSecurities Municipal Commentary

- [Deep Cuts Remain; State and Local Govt. Jobs Down Over 1.3 Million](#), February 8, 2021
- [State Outlook Remains Negative; Direct Fiscal Relief Still Needed](#), February 5, 2021
- [U.S. COVID-19 "Spikes Like We Have Not Yet Seen" Could Be Coming; Sixth Phase Relief Status](#), February 1, 2021
- [Yellen Hearing: Supports Defeat of Pandemic, Loss of Govt. Jobs "Economic Malpractice"](#), January 19, 2021
- [Biden's \\$1.9 Trillion First Stage Rescue Package, What it Could Mean for Municipals](#), January 15, 2021
- [President-elect Biden's First Stage Rescue Package, Prelim Overview](#), January 14, 2021
- [Housing Fundamentals Remain Solid and Our Housing \(HFA\) Sector Outlook Remains "Stable" to Begin 2021](#), January 14, 2021
- [State and Local Government Job Losses in Three of Last Four Months Illustrate Continued Budget Pressures](#), January 11, 2021

Readers may view all of the HilltopSecurities Municipal Commentary [here](#).

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