



CITY COUNCIL REGULAR AGENDA
MONDAY, AUGUST 03, 2020
CITY HALL at 7:00 PM

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADDITIONS OR CORRECTIONS TO AGENDA**
- 5. DISCUSSION FROM THE FLOOR**
- 6. CONSENT AGENDA**
 - [A.](#) Approval of Minutes - July 20, 2020 City Council Meeting
 - [B.](#) Contractor's Licenses
 - [C.](#) Sign Permit
 - [D.](#) Right of Way Application - CenterPoint Energy
- 7. DEPARTMENT REPORTS**
 - A. Public Works Report
 - [B.](#) Code Enforcement Report
- 8. NEW BUSINESS**
 - [A.](#) Authorization to Issue Request For Proposals for Classification and Compensation Study
 - [B.](#) Approval of Guidelines for CRF Business Grants
 - [C.](#) Approval of Third Amendment to the Purchase Agreement for 525 Osborne Road NE
 - [D.](#) Approval of Site Development Agreement - Landco Investments of Spring Lake Park, LLC
 - [E.](#) Approve Proposal from Stantec for Rental Housing Study
- 9. REPORTS**
 - [A.](#) Engineer's Report
 - B. Attorney Report
 - C. Administrator Report
- 10. OTHER**
 - [A.](#) Correspondence
- 11. ADJOURN**

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

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

RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS

DISCUSSION FROM THE FLOOR

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

PUBLIC HEARINGS

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

The following format will be used to conduct the hearing:

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

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

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

OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on July 20, 2020 at the City Hall, at 7:00 PM.

1. CALL TO ORDER

2. ROLL CALL

PRESENT

Mayor Robert Nelson

Councilmember Ken Wendling

Councilmember Brad Delfs

Councilmember Barbara Goodboe-Bisschoff

Councilmember Lisa Dircks

STAFF PRESENT

Public Works Director Randall, Police Chief Ebeltoft, Engineer Gravel, Engineer Allen, Attorney Thames, Parks and Recreation Director Okey and Administrator Buchholtz

VISITORS

Jerri McMahon, 8073 Garfield Street NE

Christine Jones, 8081 Garfield Street NE

Ellen Hinrichs, 7798 Jackson Street NE

Mike and Sharon Deinken, 7800 Jackson Street NE

3. PLEDGE OF ALLEGIANCE

4. ADDITIONS OR CORRECTIONS TO AGENDA - None

5. DISCUSSION FROM THE FLOOR

Christine Jones, 8081 Garfield Street NE, requested for an update on the Garfield Pond Improvement project and the status of the punch list items that need to be completed. She expressed her concern with the trees that have died since they were planted.

Mr. Gravel reported that the tree planting is completed and the trees have a one year warranty. He stated that the trees will remain and could be replanted when the planting season is ideal for trees. He stated that punch list items remain for the contractor to complete. He reported that no further payments will be approved until the work is completed.

Attorney Thames confirmed that payment to the contractor will not occur until the work is completed per the contract.

Jerri McMahon, 8081 Garfield Street NE, inquired at what time a new contractor can be hired. She inquired when the area will be reseeded and what is the time frame for the contractor to complete the

work. Mr. Gravel stated that this time of the year is not the appropriate time to reseed the area. He stated that a reasonable amount of time for the work to be completed is five months before legal action could be taken against the contractor.

Attorney Thames stated that the five-month time frame is appropriate as after that time proper legal notices would need to be filed and the contractor would need to be given time to perform the requested work.

Ms. McMahon inquired a new warranty would be issued on new trees that are planted to replace the dying trees. Mr. Gravel stated that is unknown and it would need to be discussed with the contractor.

Councilmember Goodboe-Bisschoff inquired if the City could remove the dying trees to make the appearance better. Attorney Thames stated that if the trees are a safety concern or cause danger it would be an Engineering decision with the contractor.

Mike Deinken, 7800 Jackson Street NE, thanked the Police Department for the fantastic job the Department did during the standoff situation in his neighborhood.

Ellen Hinrichs, 7798 Jackson Street NE, thanked the Police Department and all the Departments that assisted during the standoff. She thanked the Department for the added patrolling that is taking place in the neighborhood.

Administrator Buchholtz read a letter received from resident Bill Nash. Mr. Nash thanked the Police Department and other departments for their dedication and hard work in the two successful standoff situations in his neighborhood. He stated that the residents of Spring Lake Park are fortunate to have Police Officers and Chief of Police.

6. PUBLIC HEARING

A. SWPPP Annual Meeting

Mayor Nelson opened the public hearing at 7:20 PM.

Peter Allen from Stantec presented the 2020 MS4 Annual review. He addressed the Council and provided a presentation that showed what an MS4 Permit consists of, as well as who is involved with the storm water management regulation in Spring Lake Park. He stated that three groups regulate it: the State of Minnesota, Federal Programs and local watershed management organizations.

Mr. Allen explained the Storm Water Regulatory Documents that impact municipal operations, which include: the NPDES MS4 Permit, Local Surface Water Management Plans and Watershed Management Plans and Rules.

Mr. Allen reviewed the basic components of the MS4 Permit, known as "Best Management Practices", or BMP's. He stated that each BMP addresses one or more of the six main

elements of the permit referred to as “Minimum Control Measures” which include public education and outreach; public participation and involvement; illicit discharge detection and elimination; construction site storm water runoff control; post construction storm water management and pollution prevention and good housekeeping for municipal operations.

Mr. Allen reported on how Spring Lake Park is currently in compliance with the MS4 Permit. He stated that the City has formed partnerships with the Watershed Districts and other MS4's, created City Ordinances and LWMP requirements, created Storm Sewer System Maps along with related brochures and articles, performed inspections on illicit discharge, construction and MS4 system, performed street sweeping, staff training; conducted a Facilities Inventory Assessment, Pond Assessment and completed the MS4 Annual reports to submit to the Minnesota Pollution Control Agency.

Mr. Allen reported that the MPCA is currently updating the general permit with the issuance of the permit in late 2020 or early 2021. He stated that there will be changes and the City's MS4 programs will need to be updated to meet the standards of the new permit. Mayor Nelson inquired if the Metropolitan Council will assist with this unfunded mandate since the City is fully developed. Mr. Allen stated that he is not sure at this time if the Met Council provides this assistance. He stated that a colleague is working with the League of Minnesota to monitor and review the new requirements and he (Mr. Allen) will provide the Council with updates once they are received.

Councilmember Goodboe-Bisschoff inquired if the League of Minnesota would assist with funding. Engineer Gravel reported that the League of Minnesota monitors as much as they can but the mandates often come from the Federal level.

Councilmember Dircks inquired if the specific changes for the permit are known at this time. Mr. Allen stated that he is not aware of the changes but public comments from Stantec have been submitted.

Mayor Nelson asked for public comment. Hearing no further public comments, Mayor Nelson closed the public hearing at 7:35 PM.

7. CONSENT AGENDA

- A. Approval of Minutes - July 6, 2020 City Council Meeting
- B. General Operations Disbursements #20-11 \$310,779.52
- C. Contractor's Licenses
- D. Sign Permit
- E. Right of Way Application - CenterPoint

Motion made by Councilmember Wendling to approve Consent Agenda.

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

8. DEPARTMENT REPORTS

A. Police Report

Police Chief Ebeltoft reviewed the monthly report for the month of June.

Mayor Nelson thanked the Police Department for their work and dedication to the City and also thanked the Police office staff.

Councilmember Wendling inquired on the traffic counting equipment on 81st Avenue. Public Works Director Randall reported that MnDOT requests that every four years a traffic count is requested on certain portions of the city. He reported that the count is taking place throughout the city. He reported that results assist with the amount of MSA funds the City receives every year.

B. Parks and Recreation Report

Parks and Recreation Director Okey reviewed the monthly report for June.

9. NEW BUSINESS

A. Appoint Faye Murphy to Fill Vacancy on the Parks and Recreation Commission for a Term Ending December 31, 2021

Motion made by Mayor Nelson to approve Faye Murphy to the Parks and Recreation Commission for a term ending December 31, 2021.

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

10. REPORTS

A. Engineer's Report

Engineer Gravel reviewed the staff report. He stated that signs have been placed on 81st Avenue. He reported that the 2020 Seal Coat and Crack Repair project has started and chip seal placement will be completed soon.

Mr. Gravel reported that the 2020 Sewer Lining Project bids will be received on August 10, 2020, and the results will be presented at the August 17, 2020, City Council meeting.

He reported that an alternative bid will be included for the work on the section of sewer on Monroe Street where there has been repairs needed.

Councilmember Delfs inquired if the repairs on Monroe Street will be completed by winter. Mr. Randall stated that some work has been done recently to the first 100 feet of the joints to see if the product will hold. He stated that the work can be completed once the weather turns colder as it is a hot water process that is used. He stated that he is monitoring the recent repair.

B. Attorney's Report

Attorney Thames reported that he completed the review of the Arthur Street Water Treatment Plant contracts.

C. Administrator Reports

Administrator Buchholtz reported that he distributed a copy of the rental housing proposal from Stantec. He requested that the proposal be discussed at a Council work session on August 3, 2020, at 5:30 PM.

Administrator Buchholtz reported that he has been participating in web meetings with the Anoka County Economical Development and other county officials on developing business grant program to assist businesses during the pandemic. He stated that the process is quite lengthy and does not move as fast as they had hope it would. He stated that the framework for the grant program will hopefully be ready by the August 3, 2020 Council meeting.

Administrator Buchholtz reported that he has been participating on two policy committees, one LMC and one for Metro Cities. He said that Election Judge training will be held on July 21, 2020, at Emmanuel Christian Center.

Councilmember Dircks inquired about the status of the Hy-Vee project.

Administrator Buchholtz reported that HyVee is expected to submit plans in the very near future and once the plans are approved by Building Official construction by Hy-Vee takes approximately six months to complete and open. He stated that Hy-Vee is responsible for the timing of the project and the process has not been held up at the City level.

11. OTHER

Mayor Nelson reported that the Beyond the Yellow Ribbon committee has been hosting concessions at the Music in the Park for the past two events. He reported that Kraus Hartig VFW held a membership drive and voted not to close the VFW. He stated that the VFW will be reopening on August 1, 2020, and the monthly pork chop dinner will be resuming in August.

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 8:08 PM.

Robert Nelson, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

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

Contractor's License

August 3, 2020

General Contractor

Greiner Construction

Mechanical Contractor

Action Heating & Air

Liberty Comfort Systems

Steve's Heating & Service, Inc.

Roofing Contractor

All American Restoration, LLC.

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

Sign Permit

August 3, 2020

Sign Permit

Precision Tune Auto Care

896 County Rd 10 NE



CITY OF SPRING LAKE PARK

1301 81st Avenue N E
Spring Lake Park, MN 55432
763-784-6491

Sign Permit Application

DATE: 7/27/2020
NAME OF APPLICANT: Roland Johnson / RJK Automotive Service Inc.
ADDRESS OF APPLICANT: 896 County Road 10 NE Spring Lake Park MN 55434
TELEPHONE NUMBER OF APPLICANT: 612-790-7071

NAME OF BUSINESS AND LOCATION of building structure, or lot to which or upon which the sign is to be attached or erected Precision Tune Auto Care

896 County Road 10 NE Spring Lake Park MN 55434
New Construction: _____ Remodel: X Word Change Only: _____

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

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

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

Name of person, firm or corporation erecting the structure: G & C Construction Service S.

Address: 13216 Madison Street NE 55434

Is an Electrical Permit required? No

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

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


SIGNATURE OF APPLICANT

FOR OFFICE USE ONLY:*****

FEE: \$372.50 RECEIPT NUMBER: _____

DATE OF APPROVAL: _____ DATE OF ISSUE: _____

REASON FOR DENIAL: _____

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: 1744 sq. ft.

SQUARE FOOTAGE OF ALL EXISTING SIGNS: ~~153 sq. ft.~~ pylon 28ft x 4ft x 2 = 138ft

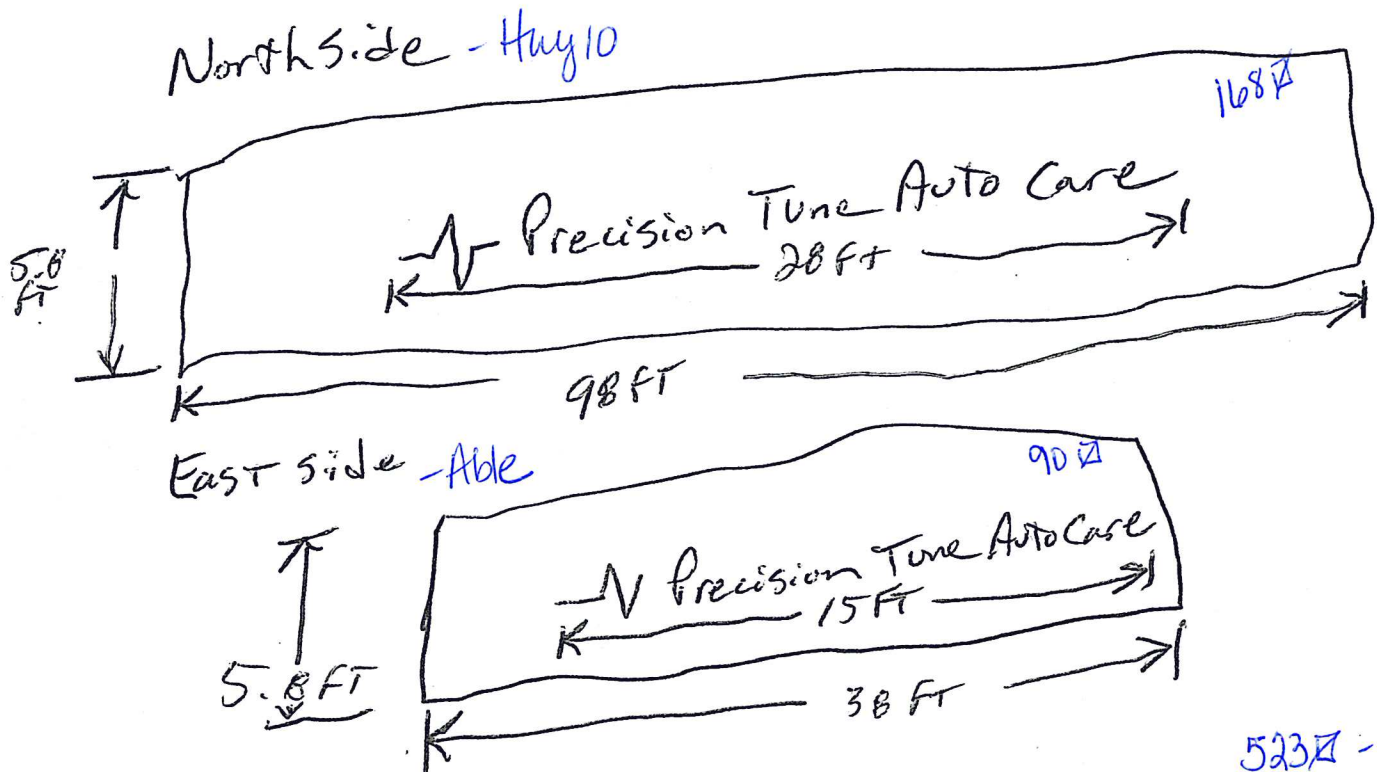
SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: ~~67.5 sq. ft.~~ 168 + 90 = 258

INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

DRAWING:



proposed

$$168 \text{ ft} - \$75 + 128(1.25) = \$235$$

$$90 \text{ ft} - \$75 + 50(1.25) = \$137.50$$
$$\$372.50$$

$$523 \text{ ft} - 30\%$$

$$138 \text{ ft} - \text{existing}$$

$$258 \text{ ft} - \text{proposed}$$

$$127 \text{ ft} \text{ Remaining}$$

Brackets on Signs
Holes 1/4" on center

Precision Tune Auto Care

Signs will be attached with preexisting brackets 16" on center with stud bolts (see attached pictures). All electrical is already existing and the new LED signs will use less voltage and fewer circuits than existing lights

proposed



Gliding



Doug Beck <dbeck@fivestarteam.com>

2/11/2020 11:39 AM

RE: Signs

To ROLLIE JOHNSTON <rjohnston4@comcast.net>

Absolutely, go for it and thanks for checking. You are greatly appreciated.

Douglas Beck, Investment Advisory Representative
Five Star Financial Resources
25 N Lake St, Suite 310
Forest Lake, MN 55025
dbeck@fivestarteam.com
Phone: 651-464-1198
Fax: 651-464-1250



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From: ROLLIE JOHNSTON <rjohnston4@comcast.net>
Sent: Tuesday, February 11, 2020 12:36 PM
To: Doug Beck <dbeck@fivestarteam.com>
Subject: Signs

Doug:

The lights that light up my Precision Tune lights are shot, I am looking at installing lighted letter signs similar to Bryan's and I just wanted to check and make sure that was ok with you.

Thanks

Rollie Johnston
Owner
Precision Tune Auto Care
896 County Road 10 NE
Spring Lake Park, MN 55434
763-784-1405
763-784-1074 Fax
rjohnston4@comcast.net



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# 94720271

MGC# 20-2987

NAME/COMPANY: CENTERPOINT ENERGY

GOPHER 1-CALL REG. NO.: 0029

ADDRESS: 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

PHONE: 612-910-1397 - KEVIN ANDERSON

FAX: _____

E-MAIL ADDRESS: jodell.cox@centerpointenergy.com

NAME OF REPRESENTATIVE: KEVIN ANDERSON

REPRESENTATIVE PHONE NO'S.: 612-910-1397

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

INSTALL 2 ANODE / 10" DIAMETER DRILL HOLE / USING VAC TRUCK

ON CENTER DR NE @ THEORIN TERR , PARK TERR & ON PARK TERR

START DATE: 8/10/2020

COMPLETION DATE: 12/31/2020

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: _____

FOR
KEVIN ANDERSON

Authorized Representative Signature

Please waive permit
fees per franchise
agreement

7/30/2020

Date

FOR OFFICE USE ONLY

- ☐ PROOF OF CERTIFICATE OF INSURANCE:
☐ SCALED DRAWING SHOWING LOCATION
☐ COPY OF INSURANCE POLICIES
(If Corporation; from Secretary of State)

VERIFICATION DATE: _____

- ☐ LETTER OF CREDIT OR CONST. BOND
☐ COPY OF CERTIFICATE OF AUTHORITY
(From M.P.U.C., State, or Federal Agency)

PERMIT FEES: ☐ Excavation Hole - \$150.00
☐ Trench - \$70.00/100'+Hole fee

☐ Emergency Hole - \$55.00
☐ 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

GENERAL LOCATION ONLY.
DO NOT USE TO LOCATE FOR EXCAVATION.
CALL 1-800-252-1166 FOR ONSITE LOCATIONS AND STAKING.

Scale: 1" = 150'

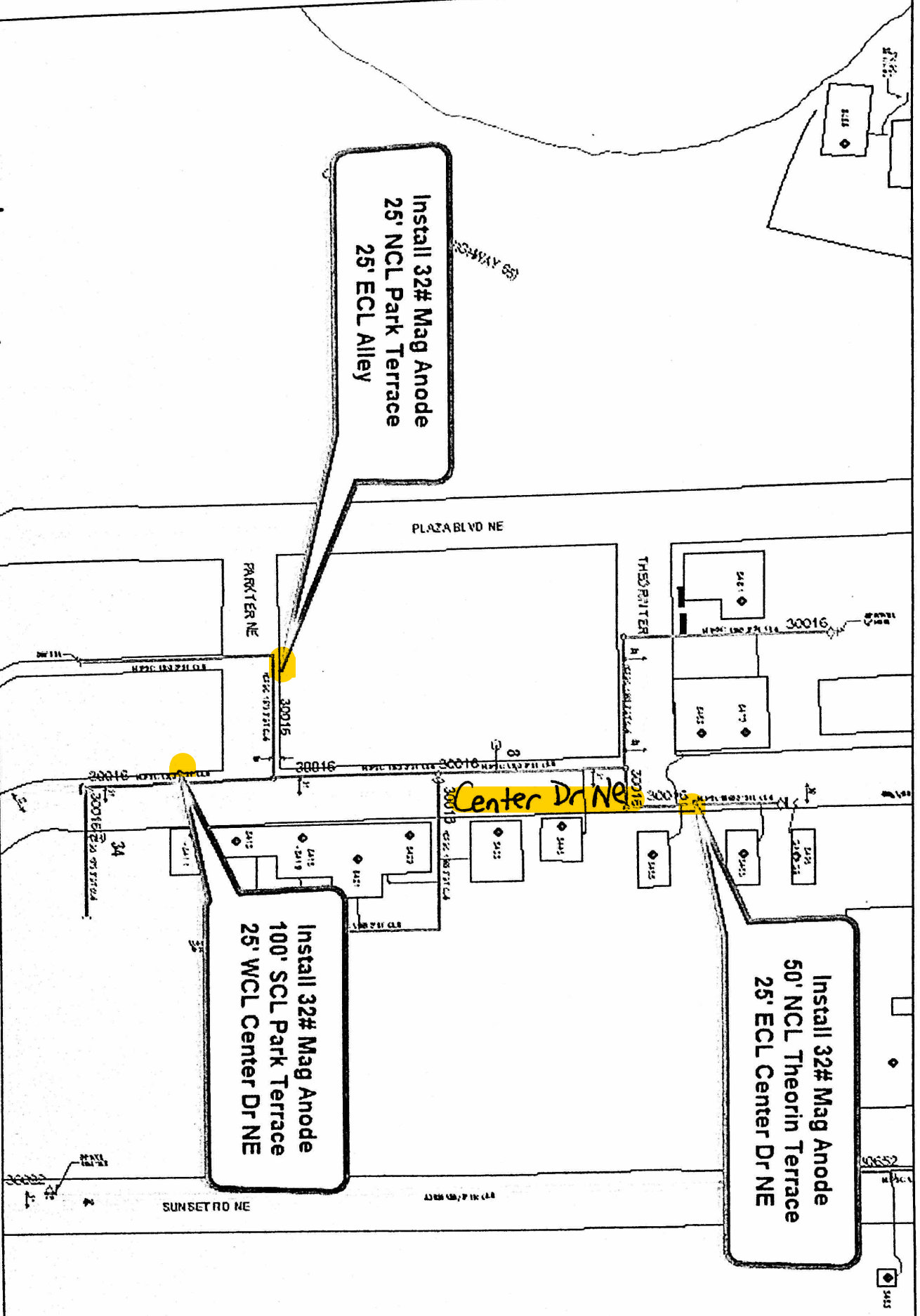


Work Order #: **94720271**

City: Spring Lake Park
Quad/Sec/Twp/Rng: NE/1/T30/R24

CP Section #: 30016
CP Area: 2013

Designed By: Kevin Anderson
Designer Phone #: 612.910.1397





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# 94720271

MGC# 20-2987

NAME/COMPANY: CENTERPOINT ENERGY

GOPHER 1-CALL REG. NO.: 0029

ADDRESS: 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

PHONE: 612-910-1397 - KEVIN ANDERSON

FAX: _____

E-MAIL ADDRESS: jodell.cox@centerpointenergy.com

NAME OF REPRESENTATIVE: KEVIN ANDERSON

REPRESENTATIVE PHONE NO'S.: 612-910-1397

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

INSTALL 2 ANODE / 10" DIAMETER DRILL HOLE / USING VAC TRUCK

ON CENTER DR NE @ THEORIN TERR , PARK TERR & ON PARK TERR

START DATE: 8/10/2020

COMPLETION DATE: 12/31/2020

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: _____

 FOR
KEVIN ANDERSON
Authorized Representative Signature

Please waive permit
fees per franchise
agreement

7/30/2020

Date

FOR OFFICE USE ONLY

- ☐ PROOF OF CERTIFICATE OF INSURANCE:
☐ SCALED DRAWING SHOWING LOCATION
☐ COPY OF INSURANCE POLICIES
(If Corporation; from Secretary of State)

VERIFICATION DATE: _____

- ☐ LETTER OF CREDIT OR CONST. BOND
☐ COPY OF CERTIFICATE OF AUTHORITY
(From M.P.U.C., State, or Federal Agency)

PERMIT FEES: ☐ Excavation Hole - \$150.00
☐ Trench - \$70.00/100'+Hole fee

☐ Emergency Hole - \$55.00
☐ Obstruction Fee - \$50.00+.05/Ft.

Receipt No.: _____

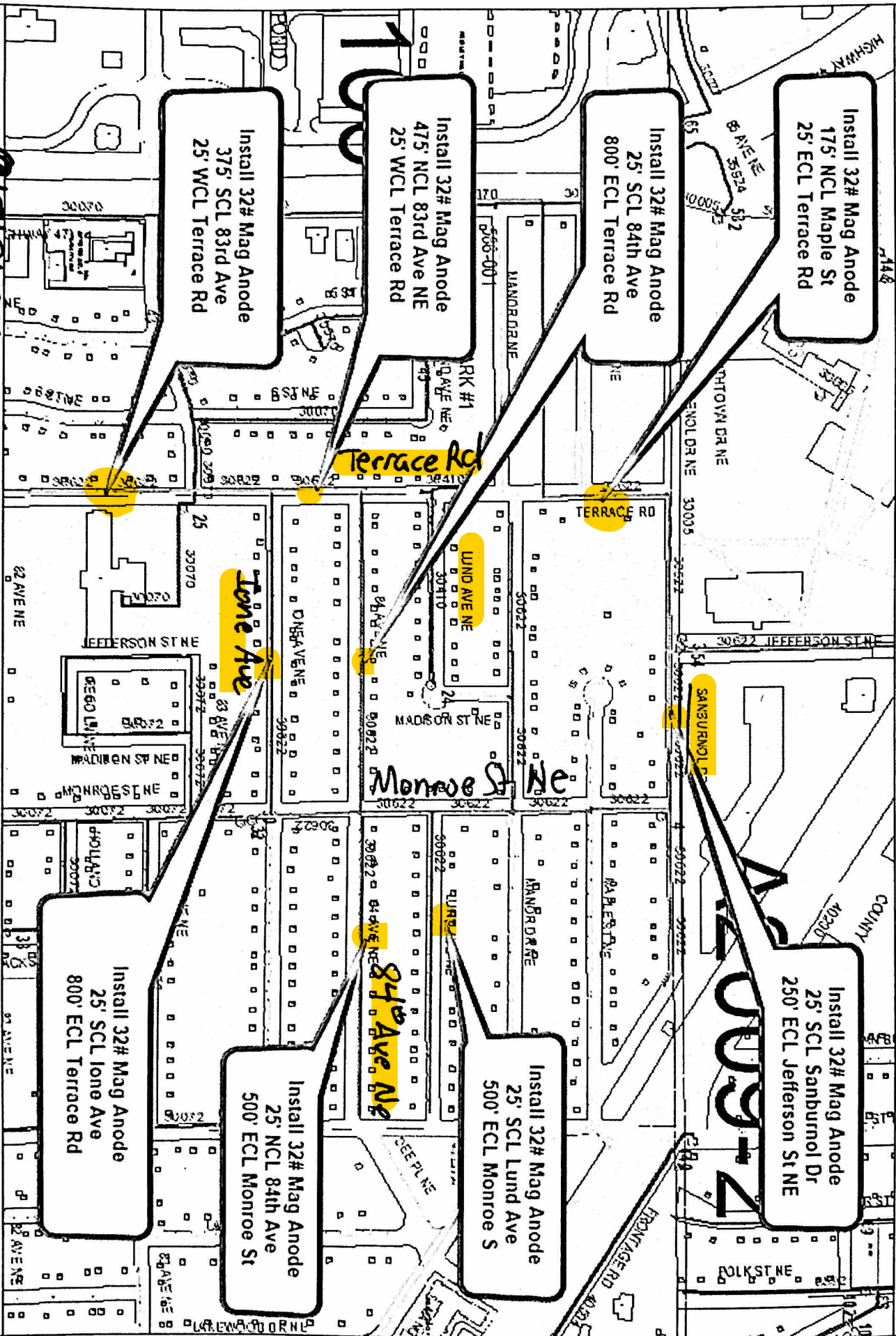
Date: _____

Initials: _____

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

GENERAL LOCATION ONLY.
DO NOT USE TO LOCATE FOR EXCAVATION.
CALL 1-800-252-1188 FOR ONSITE LOCATIONS AND STAKING.

Scale: 1" = 525'



Work Order #: 94719677
Design Date: 6/29/20

City: Spring Lake Park
Quad/Sec/Twp/Rng: NE/21/30/R24

CP Section #: 30622
CP Area: 2013

Designed By: Kevin Anderson
Designer Phone #: 612.910.1397



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

REPORT

TO: Spring Lake Park City Council
FROM: Jeff Baker, Code Enforcement Director
RE: Code Enforcement Monthly Report for July 2020
DATE: July 29, 2020

Permits for July, had a total of 9 building, 3 Fire, 8 Zoning, 12 mechanical, 4 plumbing and 2 Certificate of Occupancy for a total of 38 permits issued compared to a total of 46 in 2019. Code Enforcement conducted 185 inspections in the month of July including 28 building, 21 housing, 96 fire, 9 zoning, 28 nuisance and 3 miscellaneous/unique inspections.

With the Moratorium in place, the Code Enforcement Department has been back logging records, to provide the data requested between rental properties and owner-occupied homes.

I have finally been in contact with PermitWorks on the Code Enforcement module. They have been delayed do to COVID-19. I am now able to enter all of the Spring Lake Park Municipal Codes and International Property Maintenance codes into the system. I hope to have the module fully operational by the end of August.

Mr. Walter Morris continues his duties as the Spring Lake Park Code Enforcement Inspector. Mr. Morris continues to be very busy this month dealing with nuisance issues, rental and fire inspections. There has been a large amount of nuisance related violations while doing the commercial fire inspections. Morris is doing a fantastic job at getting the properties into compliance.

Also attached with this report, please find the July 2020 Spring Lake Park vacancies listings. The listings include both residential and commercial properties indicating vacant and foreclosure properties as well as upcoming Sheriff Sales.

In July of 2020, I did not post any abandoned properties. 1 home was posted No Occupancy and 5 administrative offense tickets were issued for nuisance complaints.

In July of 2020, I also attended the following appointments:

- City Council meeting on July 6th.
- Met with an interested party for a residential demo and re-build on July 7th.
- Department Head meeting on July 7th.
- Attending a fire stop presentation on July 21st.
- Virtual meeting with PermitWorks July 24

This concludes the Code Enforcement Department monthly report for July 2020. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

[illegible]



Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: July 29, 2020

Subject: RFP for Classification and Compensation Study

Included with this memorandum is a Request for Proposal for a Classification and Compensation Study.

The City last did a classification and compensation study in 1999, which was implemented in 2000. An accurate classification and compensation program assists the City with employee retention and recruitment, ensures employees are being paid appropriately for the job duties they are assigned, and confirms the City's compliance with Minnesota Pay Equity laws.

The 2020 budget has funds allocated for this study. Staff anticipates issuing the RFP after City Council approval with a deadline for proposals on Friday, August 28, 2020 at 4:30pm. Staff will review the proposals with the goal of bringing a recommendation to the City Council at its September 8 meeting.

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

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CITY OF SPRING LAKE PARK

REQUEST FOR PROPOSALS

CLASSIFICATION AND COMPENSATION STUDY

CITY OF SPRING LAKE PARK
1301 81st AVENUE NE
SPRING LAKE PARK, MN 55432
763-784-6491
www.slpmn.org

General Information

The City of Spring Lake Park is soliciting proposals for professional services for the completion of a Classification and Compensation Study. The study is to include a review of current city job descriptions and classifications, establishment of a job evaluation system, and a review of internal equity and market competitiveness of its full-time and part-time positions.

Introduction

Qualified firms are invited to submit proposals for the completion of the Classification and Compensation Study based on the information contained in this Request for Proposal (RFP).

General Conditions and Stipulations

- The City reserves the right to accept or reject any or all proposals and to waive formalities and select the responder that best meets the needs of the City. The City's objective is to select a consultant who will provide the best possible service at the best possible cost while meeting the RFP specifications. The City is not obligated to award the contract based on cost alone.
- During the evaluation process, the City reserves the right to request additional information or clarification on information submitted. Minor revisions to original proposals, if requested by the City, may be negotiated following the proposal deadline and prior to being submitted to the City Council for approval.
- All proposals must comply with Federal and State laws and regulations pertaining to compensation standards, including, but not limited to, pay equity, FLSA and ADA.

Background

City Description

The City of Spring Lake Park is an established community in the Twin Cities metropolitan area with a population of approximately 6,800. The City is a statutory city with a Council/Administrator form of government. The City is governed by a City Council composed of a Mayor and four Councilmembers.

Employee Demographics

The City of Spring Lake Park has an authorized strength of 31 full-time employees and 2 part-time employees. Of these, 16 employees are organized in the following unions:

- International Union of Operating Engineers Local No. 49 which represents our Public Works Department Maintenance Workers (6 employees).
- Law Enforcement Labor Services, Inc, Local No. 7 which represents our Police Patrol Officers (8 employees).
- Law Enforcement Labor Services, Inc, Local No. 265, which represents our Police Sergeants (2 employees).

The collective bargaining agreements are two-year contracts that expire on December 31, 2021.

A list of all positions titles is included in Appendix A of this RFP.

Existing Classification and Compensation System

The City of Spring Lake Park last conducted a compensation study in 1999, with implementation in 2000. The current system is based on the State job match system. The system has evolved, with incremental

changes being made from time to time. The City has been found compliant with pay equity requirements in the past. The City's next report is due in January 2021.

Non-union exempt and non-exempt positions are paid on a step program with 6 steps. The IUOE union employees are paid on a step program, starting at 90% of wage, increasing to 95% of wage after the first year of service, and concluding at 100% of wage after the second year of service. LELS Local #7 has a step program with 6 steps and three longevity steps. LELS Local 265 are paid on a step program with 6 steps.

Project Scope

City Goals

The goal of the City is to update its classification and compensation system and policies using accepted practices and in accordance with applicable federal and state laws. Key outcomes are:

- To enable the City to maintain a competitive position with other comparable cities in the attraction and retention of qualified employees.
- To develop and maintain a Classification and Compensation Plan that is consistent with the city's compensation philosophy and appropriate and commensurate with the breadth and depth of services being offered to and provided for in the community.
- To develop and maintain a Classification and Compensation Plan that is easy to communicate to stakeholders, and is understandable and flexible.
- To achieve and maintain compliance with the Minnesota Local Government Pay Equity Act and all applicable State and Federal laws and regulations that affect the plan.

Scope of Work

The successful consultant will provide professional services to evaluate and analyze the City's needs and design, develop and implement a position classification and compensation process and plan that includes the following:

- Audit existing job descriptions; revising job descriptions as needed to align job descriptions with employee job duties. Provide a standardized job description template; ensuring consistency in formatting and content across all job descriptions. Review exempt/nonexempt designations under the Fair Labor Standards Act guidelines based on updated job descriptions.
- Recommend a job evaluation system. Using job descriptions, conduct a thorough evaluation of each position to determine job value based on the criteria of the recommended system. Establish a classification (job-ranking) hierarchy.
- Conduct a wage/labor market survey and complete an analysis of the city's pay structure, evaluating internal equity and external competitiveness. Work with staff to establish a list of comparable cities. Recommend pay grade adjustments, as needed. Review and (re)assign all positions to appropriate pay grade. Test system to verify ranking structure and ensure compliance and equity.
- Produce Classification and Compensation Plan document including an overall plan, forms and procedures that are clear and understandable. Provide implementation support and training on the system.
- Present findings and recommendations, including written and oral reports, at various meetings, including employee groups, union groups and City Council.

- Post contract services including review of new job descriptions and determination of points and salary for new positions.

Proposal Format

Proposals submitted in response to this RFP should contain the following information:

- A. *Cover Letter.* Introduce your firm and confirm your interest in performing the study.
- B. *Firm Background.* Include a description of your organization and a general overview of the firm's services and the firm's experience in completing classification and compensation studies. Identify and describe the experience, qualifications and credentials of the project team or individual(s) proposed to do the work, specifically detailing experience with government entities.
- C. *Proposed Work Plan.* Outline the steps and tasks to be performed, and the relative scheduling of those tasks. The work plan should detail key events, methods, and estimated hours and the timeline for completion. Identify your approach to creating union and non-union employee involvement in the process.
- D. *References.* Provide at least three client references of similar sized public sector clients with which the firm has worked within the past five years. Provide a contact person, telephone number, email address and mailing address, as well as a brief description of the services provided.
- E. *Cost Proposal.* Provide a not to exceed cost breakdown of your firm's rates, fees, and charges for services, by phase and for the total project. Provide a proposed payment schedule. Proposals shall identify costs for all aspects including potential areas in which the city can provide assistance that will result in cost savings to the City. Please provide an hourly rate for post-contract services. Detail all optional services proposed and their associated costs.
- F. *Insurance.* Please provide proof of professional liability (E&O) insurance. The bidder is required to maintain insurance protecting it from all claims the bidder may become legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to bidder's professional services required under the contract. Contractor is required to carry the following limits: \$1,000,000 per claim or event; \$2,000,000 annual aggregate.

Evaluation Criteria

Proposals will be evaluated per the following criteria:

- Company and key personnel qualifications
- Project plan, study, proposed system and implementation
- Project approach
- Timeline
- Cost

Other

Questions regarding this RFP shall be directed to:

Daniel Buchholtz
Administrator, Clerk/Treasurer
City of Spring Lake Park
1301 81st Avenue NE
Spring Lake Park, MN 55432
p: 763-792-7211; f: 763-792-7257
dbuchholtz@slpmn.org

The City reserves the right to reject any and all proposals for any or no reason and furthermore reserve the right to accept any proposal deemed to be in the best interest of the City.

The City shall not be liable for any expenses incurred by the company, including but not limited to, expenses associated with the preparation of the proposal, attendance at an oral presentation, onsite visit(s) or demonstrations, or preparation of a compensation schedule or final contract negotiations.

Prior to any work being performed, the successful proposer shall provide a certificate of insurance, including but not limited to general liability, automobile liability and workers' compensation coverage. Policy coverage limits for the general liability and automobile liability shall be in amounts equal to the city's potential liability.

The bidder must disclose any actual, apparent, direct, indirect or potential conflicts of interest that may exist with respect to the company, management or employees of the company or other persons relative to the services to be provided. If the bidder

Two copies of the proposal are to be submitted by 4:30pm on Friday, August 28, 2020 to Daniel Buchholtz at the above address.

Finalists may be required to make a presentation to an employee committee and/or City Council/employee subcommittee for evaluation.

Appendix A – City of Spring Lake Park Position Titles

1. ADMINISTRATION

- City Administrator (1)
- Executive Assistant (1)
- Accountant (1)
- Accounts Payable/Special Projects Coordinator (1)
- Receptionist/Permit Technician (1)
- Utility Billing Clerk (1)

2. POLICE DEPARTMENT

- Police Chief (1)
- Sergeants (2)
- Patrol Officer (7)
- Investigator (1)
- Police Records Technicians (3)

3. CODE ENFORCEMENT:

- Building Official (1)
- Building Inspector (1)*
- PT Code Enforcement Inspector (1)

4. PUBLIC WORKS

- Public Works Director (1)
- Lead Maintenance Worker (1)
- Public Works Maintenance Worker (5)

5. RECREATION

- Park and Recreation Director (1)
- Recreation Program Coordinator (2)
- PT Office Support Specialist (1)**

*This classification is used if City is unable to hire a fully certified Building Official and must work with employee to obtain full licensure. Upon receipt of full licensure, employee is promoted to Building Official.

**New position



Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: July 30, 2020

Subject: Business Relief Grant Program

Attached to this memorandum is a proposed outline of a business relief grant program to be funded by Coronavirus Relief Fund (CRF) dollars.

The program would permit the City to issue grants not to exceed \$10,000 to Spring Lake Park businesses impacted by COVID-19. The program has established eligibility criteria which requires the applicant business to be locally owned and operated with a physical establishment in the City. The City would define locally owned and operated would be defined as being owned by someone in the 11-County metropolitan area (Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington, and Wright Counties)

The grant funds can be used for the following purposes, in accordance with the Federal CARES Act:

- Commercial lease or mortgage payments
- Accounts payable if the AP is a COVID-19 related expense incurred since March 1, 2020
- Payroll (with the exception of those covered by PPP or pandemic unemployment insurance)
- Reopening costs or safety improvement costs
- Operating utilities or fees for those facilities interrupted or forced to shut down after March 1, 2020.

The payment of property taxes or government utilities/fees are ineligible as they would be deemed to be revenue replacement.

The City received approximately \$480,000 in CRF funds from the State of Minnesota. Staff is recommending allocating \$100,000 to the Business Relief Grant Program.

If the City Council is supportive of such a program, staff would recommend approval of the grant program guidelines and authorize staff to proceed with the development of an application program and to work with a consultant to review the applications (some businesses may be hesitant to provide their financials directly to the City). Successful applicants will be required to sign a grant agreement and provide the City with a report on the use of funds.

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

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City of Spring Lake Park Business Relief Grant Program

The City of Spring Lake Park will offer a business relief grant program to support local businesses impacted by COVID-19. Grants will be awarded in an amount not to exceed \$10,000. Applications will be accepted during a 10 day time frame beginning August 17, 2020 at which time the City or its consultant will evaluate the applications. Grants will be awarded based upon the extent of hardship and need.

Grant Amount:

Grants will not exceed \$10,000 to cover eligible expenses incurred as a result of the COVID pandemic after March 1, 2020 (see list of eligible use of grant funds below). Recipient must submit a list of COVID related expenditures during the application review process.

Eligibility Criteria:

- Applicant must be locally owned and operated with a physical establishment in the city of Spring Lake Park. If there is a parent company or a second location outside of the city, only the entity located in city of Spring Lake Park will be eligible.
- Applicant must be able to demonstrate financial hardship as a result of the COVID-19 outbreak.
- Applicant entity must be majority owned by a permanent resident or corporation of Minnesota.
- Applicant must be in good standing with the Minnesota Secretary of State and the Minnesota Department of Revenue as of January 1, 2020. If there is an issue pending with the Minnesota Secretary of State, Applicant may still apply for the grant, but will need to demonstrate the issue has been satisfactorily resolved in order to be eligible and receive grant funds.
- If required, Applicant must be licensed, in good standing.
- Applicant must be current on property taxes.
- Applicant must employ 50 or less employees as of January 1, 2020.
- Applicant must have been in operation 12 months prior to application.
 - The City of Spring Lake Park will not disqualify an applicant if there was an ownership change and the business remained in operation within 12 months prior to application.
- Applicant must disclose all federal, state or local grant or loan applications for which applicant has applied which has been received or remains pending at the time of application.

Ineligible Businesses

- Applicants who have previously received federal, state or local grants for the same expenses.
- Multi-state chains are generally ineligible except for locally owned franchisees.

- Nonprofit organizations, with the exception of 501(c)19 congressionally chartered veterans organizations.
- Businesses that primarily derive income from gambling or adult entertainment.
- Home-based businesses are generally ineligible except for in-home licensed childcare providers.
- Businesses that derive income from passive investments; property rentals or property management; billboards; or lobbying.

Examples of Eligible Usage of Grant Funds

1. Commercial lease or mortgage payments.
2. Accounts payable (AP) if the AP is a COVID-19 related expense incurred since March 1, 2020.
3. Payroll, unless the business received Paycheck Protection Program (PPP) funds or pandemic unemployment insurance (UI) to assist with payroll expenses incurred after March 1, 2020.
4. Reopening costs or safety improvement costs expended since March 1, 2020 (i.e. outdoor seating, plexiglass, cleaning products, re-staffing costs, etc.)
5. Operating utilities or fees for those facilities interrupted or forced to shut down incurred after March 1, 2020.
6. Payment of taxes or government utilities or fees are **ineligible**.

The categories outlined above are intended to be general guidance. Final grant decisions will be made in consultation with the City or its consultant after a thorough review of all application factors. After the initial funding round, the City reserves the right to amend any criteria for eligibility as needed to best address the impact of the current pandemic.



Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: July 30, 2020

Subject: Third Amendment to Purchase Agreement

Due to delays in receiving approvals from various governmental units, Hampton Companies and Landco Investment of Spring Lake Park, LLC was unable to meet the due diligence deadline outlined in the First Amendment to the Purchase Agreement and will not be able to close on the property by August 7, 2020. Hampton Companies is committed to this project and has indicated their desire to close on the property as soon as all the approvals are given.

The Third Amendment to the Purchase Agreement extends the deadline to close on the property to November 30, 2020. The \$15,000 earnest money has vested, which means that if Hampton Companies walks away from the deal, the City will retain the earnest money. The deadline for execution of the Development Agreement will be extended until October 7, 2020.

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

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THIRD AMENDMENT TO PURCHASE AGREEMENT

THIS THIRD AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made and entered into this ____ day of August, 2020, by and between City of Spring Lake Park ("Seller") and Hampton Companies, LLC, a Minnesota limited liability company ("Buyer") and Landco Investments of Spring Lake Park, LLC, a Minnesota limited liability company ("New Buyer"). Seller and Buyer and New Buyer are sometimes collectively referred to herein as the "parties". This Amendment amends certain terms of the Purchase Agreement executed between the Buyer and Seller on January 7, 2020 and amended on April 20, 2020 by the same and as amended and executed by the parties on June 15, 2020. (the Purchase Agreement and all prior amendments thereto are referred to herein as the "Agreement")

RECITALS

WHEREAS, the parties entered into the Purchase Agreement, which contemplated terms of the sale of the Property, as defined therein, on January 7, 2020; and

WHEREAS, Buyer and Seller subsequently entered into a First Amendment to Purchase Agreement on April 20, 2020 to extend certain timelines within the Purchase Agreement, and

WHEREAS, the parties thereafter entered into a Second Amendment to Purchase Agreement in which Buyer assigned its interests and obligations in the Agreement to Landco Investments of Spring Lake Park, LLC, on certain conditions; and

WHEREAS, New Buyer's Due Diligence deadline, as amended by the First Amendment to the Agreement, was June 7, 2020. Buyer retained a one-time option to extend this deadline by 30 days upon contemplated notice and posting of \$15,000 in additional Earnest Money. No such extension was exercised and Buyer's Due Diligence period has expired. The parties' current deadline for Closing pursuant to the Agreement is August 7, 2020; and

WHEREAS, due to longer than anticipated timelines for obtaining certain development-related approvals, the parties mutually desire to extend certain deadlines within the Agreement on certain conditions and memorialize their mutual understanding as to the vesting of posted Earnest Money.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buyer and Seller and New Buyer, the same agree to amend the Agreement and agree as follows:

1. The parties hereby acknowledge and agree that the original Earnest Money posted by Buyer pursuant to paragraph 2 of the Agreement is now non-refundable to Buyer or New Buyer and shall be deemed vested and dispersed to Seller in the event the parties fail to close the transaction contemplated by the Agreement. Should the parties close, the original Earnest Money shall be applied toward the Purchase Price as contemplated in the Agreement.
2. New Buyer and Buyer acknowledge and agree that they have reviewed the title to the Property and do not maintain, nor have they filed timely notice of any objection related to the title of the Property. New Buyer and Buyer hereby waive any title objections related to the transaction

contemplated in the Agreement and the extension contemplated herein shall not include any extension of New Buyer's or Buyer's expired rights to make objections based upon the title to the Property.

3. New Buyer and Buyer acknowledge and agree that they have completed their Due Diligence evaluation of the Property pursuant to paragraph 8 of the Agreement and they do not maintain, nor have they filed timely notice of an intent to terminate or cancel the Agreement related to that review of the Property, nor noticed their exercise of an extension of the same upon the posting of additional Earnest Money. The parties agree that the Due Diligence period set forth in paragraph 8 of the Agreement has expired is therefore now closed and any Buyer or New Buyer right to extend the same has expired. New Buyer and Buyer hereby waive any objections and rights to terminate this Agreement pursuant to paragraphs 8 and 10b of the Agreement, and are prepared to close pursuant to paragraph 15 ("Closing") of the Agreement, however, New Buyer requests, and Seller agrees, to extend the maximum deadline for Closing contemplated in the last sentence of paragraph 15(a) to allow additional time for approvals by other government agencies. The parties agree that the limited extensions contemplated by this Amendment shall not include any extension of New Buyer's or Buyer's expired rights to make objections based upon the title to the Property nor to terminated this Agreement pursuant to paragraphs 8 and 10b of the Agreement.
4. The parties agree that the language dictating the timing of Closing set forth within paragraph 15 ("Closing") of the Agreement shall remain unaltered, except that the last sentence of said paragraph shall be amended to revise the maximum timeline for Closing from eight (8) months from the date of execution of the Agreement, to November 30, 2020.
5. The parties further agree that the deadline to for mutual execution of the Developer Agreement contemplated in paragraph 9b of the Agreement shall also be extended to October 7, 2020 4:30 p.m. Central Standard Time.
6. The parties agree that all other terms of the Agreement shall remain in full force and effect.
7. The undersigned each agrees that they are the authorized representatives of their respective entities and are fully empowered, without qualification, to bind their respective entities to the terms contained herein.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

BUYER:

Hampton Companies, LLC

By: _____

Name: Joel Larson

Its: President

NEW BUYER:

Landco Investments of Spring Lake Park, LLC

By: _____

Name: _____

Its: _____

SELLER:

City of Spring Lake Park

By: _____

Name: _____

Its: _____



Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: July 30, 2020

Subject: Development Agreement – Landco Investments of SLP, LLC

Attached is the Site Development Agreement between the City and Landco Investments of Spring Lake Park, LLC.

Attorney Thames will present the agreement to you and answer any questions you may have.

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SITE DEVELOPMENT AGREEMENT

This Site Development Agreement, (“Agreement”) is made this ____ day of _____, 2020 between Landco Investments of Spring Lake Park, LLC, a Minnesota limited liability company (“Developer”) and the City of Spring Lake Park, a Minnesota municipal corporation, (the “City”) and shall be effective as of the date above. Developer and City are sometimes collectively referred to herein as the “parties”.

WHEREAS, Developer is under contract to purchase the following property within the City of Spring Lake Park, totaling approximately 3 acres:

525 Osborne Road, Spring Lake Park, Minnesota

PID # 02-30-24-43-0127

Legally Described as Follows:

Lot 1, Block 1, Spring Lake Commons, Anoka County, Minnesota

(the “Subject Property”)

WHEREAS, Developer is proposing to construct a one-story thirty-two (32) unit assisted living/memory care facility (the “Project”) on the Subject Property; and

WHEREAS, the City rezoned the Subject Property from C-3 Office Commercial to PUD #2020-1, Planned Unit Development District on June 1, 2020; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1) **Site Development.** Developer is hereby granted permission to construct a one-story thirty-two (32) unit assisted living/memory care facility upon securing all required third party approvals and in compliance with the plans referenced in paragraph 2.
- 2) **Plans and Specifications.** Developer shall complete the construction in accordance with the final approved plans (collectively, the “Site Improvement Plan”) as more specifically set forth on Schedule 1 attached hereto.
- 3) **Ordinance No. 467.** Developer shall comply with the terms and conditions of Ordinance No. 467, adopted by the City on June 1, 2020.

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

5) **Erosion and Siltation Control.**

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

paragraph of the Agreement, including, but not limited to, legal, fiscal and engineering costs. City may at its option invoice the said costs for direct payment from Developer. City reserves the right to invoice the said cost for direct payment from Developer and to withhold a final certificate of occupancy or final approval of the work provided for under the Site Improvement Plan, until City receives payment in full of its invoiced costs.

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

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

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

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

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

Developer: Landco Investments of Spring Lake Park, LLC
Attn:
Telephone:
Facsimile:
e-mail:

Copy to:

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

- a. Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Contractor's Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its subcontractors.
- b. Limits for bodily injury or death shall not be less than \$750,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c. Worker's compensation insurance, with statutory coverage, if applicable.
- d. Developer shall file a Certificate of Insurance with the City Administrator prior to commencing site grading. The City shall be named as an Additional Insured on a primary and non contributory basis on the Certificate. The Certificate shall be modified to bear the following wording:

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

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

- 10) **Escrow Payment by Developer.** Developer shall make escrow payments identified in this Agreement for payment of City expenses identified on **Exhibit B** as the Cash Escrow. In the event the Cash Escrow amount is insufficient, Developer shall pay additional escrow as determined by the City Administrator within ten (10) days of written demand. Failure to make payment of the additional escrow amount shall permit the City to supplement those amounts from the above-identified LOC.
- 11) **Balance of Escrow to Developer.** In the event that there is any escrow remaining at the end of the project and Developer has completed all of its responsibilities and obligations, any balance remaining shall be paid to Developer. Any balance will be mailed to the address provided by Developer in this Agreement or such other address given in writing by Developer to the City.
- 12) **Watershed District Maintenance Agreement.** All site plans, construction, and maintenance shall meet the requirements of the Coon Creek Watershed District. Prior to beginning construction, Developer shall provide the City with a copy of the maintenance agreement negotiated with and approved by the the Coon Creek Watershed District. If such maintenance agreement is required by its terms to be recorded, Developer shall also provide proof of recording of the same with Anoka County.
- 13) **Developer Responsible for Securing All Applicable Permits.** Developer shall be responsible for securing all applicable permits related to the project and shall provide a

copy of the same to the City, upon request. This includes, but is not limited to, a Storm Water Pollution Prevention Plan, all applicable permits from the City, the Coon Creek Watershed District, the Minnesota Department of Health, the Minnesota Pollution Control Agency, and Anoka County.

- 14) **Field Verification of Existing Infrastructure.** Prior to beginning construction, Developer shall field verify the location, size, and elevations of any existing infrastructure on the Subject Property.
- 15) **Snow Removal.** Developer shall comply with all snow removal requirements within Site Improvement Plan. Further, Developer shall review and update snow removal and snow storage requirements as necessary to ensure that snow removal and storage will not encroach on proposed parking areas on the Subject Property, on neighboring properties, or public right of way.
- 16) **Compliance with City's Local Surface Water Plan.** Developer shall submit to the City drainage calculations and all other applicable evidence to demonstrate compliance with the City's Surface Water Management Plan.
- 17) **Public Safety and Utility Access Easement.** In satisfaction of public safety and utility requirements on the Subject Property and in compliance with the requirements made by Anoka County, the parties agree that a public safety and utility access to the Subject Property will be necessary within the southwest corner of the Subject Property. Developer agrees to provide to the City an access easement, in recordable form, in that corner of the Subject Property for these purposes, subject to the approval of the City. In consideration for the provision of this easement, the City agrees that Developer shall not be responsible for the future costs associated with connecting this access to the neighboring property to the west of the Subject Property. However, once this access point is connected and improved, Developer shall be responsible for its reasonable share of maintenance of the same.
- 18) **Sewer, Water, and Drainage Facilities On Site Considered Private, Developer to Maintain.** The parties agree that all sewer, water, and stormwater management and drainage facilities within the site, with the exception of the new City mains, shall be considered private facilities. The parties agree that the Developer shall be responsible for maintenance of these private facilities up to and including connection to the City mains and the new City mains. Developer shall maintain all stormwater management infrastructure on the site in compliance with the Coon Creek Watershed maintenance agreement, referenced in paragraph 12 of this Agreement. Developer shall also provide a drainage and utility easement in favor of the City, over the proposed stormwater pond on the Subject property as well as an access easement granting the City ingress and egress as set forth in paragraph 33 herein. The provision of these easements shall in no way relieve Developer of its obligation to maintain the stormwater infrastructure. Should Developer fail to maintain the sewer, water or drainage facilities, the City shall provide Developer with notice of this failure and a reasonable opportunity to cure. During the term of this Agreement, should Developer fail to cure the maintenance violation within the reasonable

time provided by the City, Developer hereby consents to allow the City to enter the site and abate such violations. Developer further agrees that the City may then assess any and all costs of that abatement to the Subject Property, and Developer hereby waives any right of appeal to such an assessment.

- 19) **Osborne Road Trail Maintenance.** Developer shall be responsible for ensuring that the existing portion of the Osborne Road Trail on the Subject Property is maintained or replaced during construction and restored to as good or better condition upon conclusion of the construction of the Project improvements. Developer shall be responsible to securing any necessary consent related to any disturbance of the trail during construction or thereafter. Developer is aware that Anoka County has scheduled a trail improvement project to proceed during the summer/fall of 2020.
- 20) **Amendment of Agreement.** This Agreement represents the entire agreement of the parties and may not be amended except in writing and executed by both parties.
- 21) **Agreement Effect.** This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto. Notwithstanding anything to the contrary herein, this Agreement shall terminate once the City has certified to Developer, in writing, that the Project is complete and correspondingly released its Right of First Refusal as set forth herein, and the Maintenance Bond is released and returned to Developer in accordance with paragraph 4 of this Agreement. However, Developer's indemnification obligations set forth in paragraph 31 of this Agreement shall survive termination of this Agreement.
- 22) **Incorporation of Recitals.** The recital paragraphs set forth at the beginning of this Agreement are incorporated as part of this Agreement as though fully set forth herein.
- 23) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 24) **Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 25) **Governing Law, Jurisdiction.** The laws of the State of Minnesota shall govern all issues relating to this Agreement. Any action to enforce rights or obligations contained herein shall be brought in Anoka County.
- 26) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 27) **Force Majeure.** If Developer shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an event of Force Majeure, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. "Force Majeure" shall mean: flood, fire, tornado, earthquake or other casualty or natural disaster; war or national emergency (during the period of

attributable delay during the declared emergency, and excepting delays attributed to the COVID-19 Pandemic, which is addressed below); governmental moratoria, restrictions and limitations; injunctions or other similar legal actions related to the Subject Property; adverse weather conditions; strikes or other labor troubles; scarcity or unavailability of fuel, labor or materials; or any other cause beyond the reasonable control of Developer. The parties acknowledge that this Agreement is entered into during a declared emergency at the national, state, and local levels due to the COVID-19 Pandemic (the "Pandemic" herein). The parties mutually agree that proceeding with this Project during the Pandemic is feasible and the existence of the Pandemic shall not, in and of itself, justify delay or non-performance under this Agreement. However, should the Pandemic cause future unanticipated delay outside of the control of Developer, the period of performance under this Agreement which is so delayed shall be extended for a period equivalent to the period of such delay. Such tolling of Project obligation timelines shall only apply during periods of unanticipated delay actually and reasonably attributable to the Pandemic, and Project obligation timelines shall not be automatically extended due to the existence of the Pandemic alone.

- 28) **Rights Cumulative.** Each right, power or remedy herein conferred on either party is cumulative in addition to every other right, power or remedy expressed or implied, now or hereafter arising, available to the City or Developer, at law or in equity, or under any other agreement, and each and every right, power or remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or Developer and it shall not be a waiver of the right to exercise it at any other time thereafter, or any other right, power or remedy.
- 29) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not, in any way, be affected or impaired thereby.
- 30) **Violation of Agreement.** In the event the Developer, or its successors or assigns, violates any of the covenants and agreements herein contained, unless this Agreement specifies a different amount of time, the City shall give Developer 30 days mailed notice thereof. If such default is not cured within the 30 day period, the City is hereby granted the right and privilege to declare the Agreement terminated and exercise its rights under paragraph 34 herein. If the default cannot reasonably be cured within said 30 day period, and the Developer has given the City written notice of such fact, and if work on the cure in fact has been commenced within such 30 day period and the Developer is proceeding continuously and diligently in accomplishing the cure, the 30 day period shall be extended for an additional period necessary to cure the default but in no event shall the period be extended more than an additional 30 days. The initial 30 day notice period shall be deemed to run from the date of deposit in the United States mail. If the default continues after that period, the City may then, immediately, and without notice or consent of the Developer, use all of the deposited escrow funds, Letter of Credit or other surety funds to complete the Developer's obligations as set forth herein, whether or not related to escrow items and to bring legal action against the Developer to collect any sums due to

the City pursuant to this Agreement. If the Project remains incomplete after the declared default and any City action taken to abate the default, the City may exercise its rights pursuant to paragraph 34 herein.

- 31) **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys' fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever, sustained by reason of non-compliance with this Agreement or due to the negligence or willful misconduct of the Developer, its officers, employees, or agents, or any other person or entity for whose acts or omissions constituting negligence or willful misconduct the Developer is legally responsible in conjunction with the Project.
- 32) **Attorneys' Fees.** The Developer shall pay the City's costs and reasonable attorneys' fees to be fixed by the Court in the event a suit or action is brought to enforce the terms of this Agreement.
- 33) **Stormwater Pond Easement and Access.** Developer shall be responsible for ensuring that an adequate access easement is provided to the City either across the Subject Property or across an adjacent property to allow the City to access the dedicated outlot on which the stormwater pond is located. Further, Developer shall provide a drainage and utility easement to the City over the outlot containing the stormwater pond and all portions of the pond. Developer shall provide proof of recording of this easement to the City prior to commencing construction on the Project.
- 34) **City's Right of Re-Entry.** The City has agreed to convey the Subject Property to Developer subject to a right to re-purchase and re-claim title to the Subject Property in the event Developer becomes unwilling or unable to complete the Project within a reasonable period of time. The parties agree that, subject to any applicable tolling contemplated within paragraph 27 "Force Majeure", the Project shall be completed within two (2) years of the date of this Agreement (set forth on page 1 of the same). The parties further mutually agree that this timetable is reasonable. For the purposes of this paragraph, Project "completion" shall be determined and evidenced by the City's issuance of a certificate of completion certifying Project completion and compliance with the terms of this Agreement, which shall not be unreasonably withheld. In the event that Developer fails to achieve Project completion within the term set forth herein, Developer shall offer, in writing, the Subject Property back to the City for the same price which Developer purchased the Subject Property from the City, and Developer shall not be entitled to recover the value of any improvements made thereto. This offer shall occur no later than sixty (60) days after expiration of the term set forth in this paragraph. The parties further agree that an event of uncured default, as contemplated in paragraph 30 above, shall similarly trigger Developer's obligation to offer the Subject Property back to the City within sixty (60) days of that default. The City shall have sixty (60) days from receipt of Developer's written offer to exercise the same. Failure to exercise this right shall be deemed a waiver of the same by the City. Should Developer fail to timely offer

to re-convey the Subject Property or timely re-convey the same upon acceptance of that offer by the City, the City may exercise its right of re-entry by commencing an action in the Anoka County District Court to establish a breach of this Agreement. Should the City establish a breach of the obligations contained herein, title to and the right of possession of the Subject Property shall revert back to the City and Developer shall not be entitled to the value of any improvements made to the same. If the City establishes a breach of this obligation to re-convey, the City shall be entitled to recover all costs it incurs in bringing and pursuing the claim, including reasonable attorneys' fees. The obligations contained in this paragraph shall survive termination of the Agreement.

- 35) **Assignability.** Developer may assign its rights under this Agreement without the prior written consent of the City to an entity exclusively controlled by Buyer. If such an assignment occurs, Developer shall provide written notice of such assignment, and the parties shall execute an amendment to this Agreement reflecting the assignment. No such assignment shall relieve Developer from liability for its obligations under this Agreement. Except as otherwise provided herein, neither the City nor Developer shall assign its interest in this Agreement without the prior written consent of the other party.
- 36) **Shared Access Agreement Required.** Developer has designated one primary access point to the Subject Property from Osborne Road at Madison Street NE, at the southeast corner of the Subject Property. This access point is currently used by the neighboring Osborne Apartments and Developer intends to use this access point as a shared driveway with Osborne Apartments. Developer shall enter into a shared driveway agreement, in a form approved by the City, with the owners of the property occupied by Osborne Apartments to address the ongoing use and maintenance of the shared driveway. Such agreement shall be recorded on both affected properties and proof of such recording furnished to the City.
- 37) **Compliance with City Planner's Memo.** Developer shall comply with all recommendations made within the City Planner's Report dated May 25, 2020 as well as all Engineering comments and recommendations therein referenced.
- 38) **Storm Sewer Improvement and Developer Reimbursement to City.** As a part of the development of the Subject Property, Developer intends to install an overflow pipe, 12 inches in diameter in certain areas and 15 inches in diameter in other areas, to run from the proposed stormwater pond on the Subject Property (per the approved Site Plan) to the Terrace Road storm sewer. The City agrees to complete this pipe installation for Developer as a part of a larger project within the City, upon Developer's agreement to reimburse the City for the costs related thereto. The City Engineer prepared an estimate of such costs and the City has disclosed the same to Developer. The cost estimated to complete this work is \$75,000. Developer has reviewed this offer and desires to have the City complete the contemplated storm sewer pipe installation work contemplated herein. Developer hereby agrees to fully reimburse the City for all costs of this work, including any incurred by the City in excess of this estimate. However, Developer shall only be responsible for the City's actual costs of this work and the parties agree that the project estimate is not a minimum cost owed to the City. The City shall invoice Developer for

the costs of such work and Developer agrees to reimburse the City within 30 days of invoicing. At Developer's request, the City shall provide to Developer reasonable documentation supporting the costs incurred by the City. Should Developer fail to timely reimburse the City, Developer hereby agrees that the City may assess all costs incurred by the City to the Subject Property and Developer hereby waives any right to appeal said assessment.

[signature pages follow]

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

**LANDCO INVESTMENTS OF SPRING
LAKE PARK, LLC,**
a Minnesota limited liability company

Date _____

By: _____

Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____ the _____ of Landco Investments of Spring Lake Park, LLC, a Minnesota limited liability company, on behalf of the company.

Notary Public

CITY OF SPRING LAKE PARK

Date_____

By: _____
Its Mayor

Date_____

By: _____
Its Administrator, Clerk/Treasurer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

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

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

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

Schedule 1

Sheet C2.0	Site Plan	[date]
Sheet C3.0	Grading Plan	[date]
Sheet C4.0	Utility Plan	[date]
Sheet C4.0	Utility Plan - Extension	[date]
Sheet C5.0	Civil Details	[date]
Sheet C5.1	Civil Details	[date]
Sheet C5.2	Civil Details	[date]
Sheet L1.0	Landscape Plan	[date]
Sheet L1.0	Landscape Plan – Notes and Details	[date]
SW1.0	SWPPP – Existing Conditions	[date]
SW 1.1	SWPPP – Proposed Conditions	[date]
SW1.2	SWPPP – Details	[date]
SW1.3	SWPPP – Narrative	[date]
SW1.4	SWPPP – Attachments	[date]
SW1.5	SWPPP – Attachments	[date]

Exhibit “B”

See Attached

Exhibit B - Landco Investments of Spring Lake Park, LLC - 525 Osborne Road

Acres:	3	
WAC/SAC Units:	16	*Number of SAC units to be determined b
Park Dedication Units:	16	
Lots:	1	

I. Platting and Related Costs/Fees Owed:		Cost Per Acre/Unit/Lot	Cash	Notes
A. WAC fee	\$	1,260.00	\$ 20,160.00	per unit
B. SAC fee (MCES)	\$	2,485.00	\$ 39,760.00	per unit
C. SAC fee (City)	\$	250.00	\$ 4,000.00	per unit
E. Park Dedication	\$	2,200.00	\$ 35,200.00	per unit
Total Fees:	\$	6,195.00	\$ 99,120.00	

Improvement Related Costs:		Cash	Notes
A. Administrative		\$ 2,500.00	

II.		Letter of Credit (LOC)	Cash Escrow	Notes
B. Engineering				
Stantec - Onsite Field Inspection			\$ 5,000.00	City Engineer - contract
Stantec - Plan Review			\$ 5,000.00	City Engineer - contract
Watershed Permit Fee			\$ -	Developers Cost - Direct to CCWD
C. Environmental				
D. Legal			\$ 3,000.00	City Attorney - contract
E. Planning			\$ 1,000.00	City Planner
F. Finance			\$ -	City not financing
G. Site cleanup escrow			\$ -	
H. Construction				
1 WCA/Mitigation - credits		N/A		
2 Site - grading	\$	6,000.00		\$2,000/acre
3 Landscaping		\$25,000		
4 Erosion Control	\$	10,000.00		
5 Lighting	\$	25,000.00		
6 Sidewalk		N/A		public improvement
7 Stormwater Pond Installation		\$50,000		
8 Site Restoration		\$25,000		
9 Trail Improvements - patching/replacement		\$10,000		public improvement
10 Utility Improvements - storm sewer (off site)		\$75,000	To be determined	public improvement
11 Utility Improvements - storm sewer (on site)		\$25,000		public improvement
12 Utility Improvements - water main		\$10,000		public improvement
13 Utility Improvements - sanitary sewer		\$5,000		public improvement

Improvement Subtotals: **\$ 266,000.00 \$ 14,000.00**

LOC/Escrow/Fees required:		LOC*	Cash	
A. Letter of Credit (LOC)	\$	292,600.00		110% of LOC Subtotal
B. Cash Escrow			\$ 15,400.00	110% of Cash Escrow Subtotal
C. Fees			\$ 99,120.00	
D. Administrative			\$ 2,500.00	
Total LOC and Cash required	\$	292,600.00	\$ 117,020.00	

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

SPRING LAKE PARK
IMPACT OF RENTAL HOUSING SCOPE & BUDGET
7/13/2020

Hours

	Sr. Planner Carlson	Planner Walburg	Planner Polacek	Labor Cost
1 Meet with City staff	1	1		\$ 300
2 Research and summarize available information on Spring Lake Park's current policies and regulations	1	2		\$ 427
3 Research and summarize available information on complaints, police calls, or other documented problems	1	4	8	\$ 1,697
4 Research the experiences of up to five other cities in the region	2	10		\$ 1,616
5 Research and summarize national studies	2	8		\$ 1,362
6 Research the background information, findings and ordinances from other cities in Minnesota	4	8		\$ 1,708
7 Meet with City staff	1	1		\$ 300
8 Prepare a memorandum summarizing the preliminary findings of the research	8	16	2	\$ 3,670
9 Meet with the Planning Commission and City Council to discuss preliminary findings	2	2		\$ 600
10 Meet with rental property owners, property managers, community members	6	6		\$ 1,800
11 Conduct additional research if requested	4	4		\$ 1,200
12 Meet with the Planning Commission and City Council,	2	2		\$ 600
13 Finalize recommendations	2	4		\$ 854
14 Prepare and attend a Planning Commission public hearing	1			\$ 173
15 Prepare and attend a City Council meeting on the draft ordinance	1			\$ 201
16 Phone calls, emails, online meetings, and other typical communication	8	4		\$ 1,892
TOTAL	46	72	10	\$ 18,400



733 Marquette Avenue, Suite 1000, Minneapolis, MN 55402

Proposal - DRAFT

DATE: July 13, 2020

TO: Dan Buchholtz, City Administrator, City of Spring Lake Park

FROM: Phil Carlson, AICP, Stantec

RE: Proposal for Professional Planning Services Related to the Impact of Rental Housing in Single Family Zoning Districts

INTRODUCTION

The Spring Lake Park City Council is exploring possible revisions to the Zoning Code to limit the conversion of single family homes to rental properties and is asking Stantec's assistance in researching the impacts of rental housing in single family residential zoning districts that might inform this effort.

Any changes to the Zoning Code need to have a rational basis and be grounded in clear, reasonable findings. In this case, such findings might include:

- Information on Spring Lake Park's current policies and regulations dealing with rental properties;
- Documented issues and problems with rental housing in Spring Lake Park as compared to owner occupied housing;
- The experiences of other cities in the metropolitan area that have similar issues;
- Studies locally or nationally dealing with the impacts of rental housing; and
- Background information, findings, and sample ordinances from other cities in Minnesota that have adopted or considered limitations to rental housing in their zoning codes;

PROPOSAL

Stantec proposes to assist the City of Spring Lake Park in conducting a study of the impacts of rental housing in the City's single family residential zoning districts as follows:

- 1) Meet with City staff to discuss and agree on the issues, schedule, and deliverables for the study.
- 2) Research and summarize available information on Spring Lake Park's current policies and regulations dealing with rental properties, including if applicable, rental licensing, housing maintenance codes, enforcement policies and practices, and other information to be provided by the City.



DRAFT Proposal for Professional Planning Services – Impact of Rental Housing

- 3) Research and summarize available information provided by the City on complaints, police calls, or other documented problems with Spring Lake Park rental properties, as well as similarly situated owner-occupied properties for comparison.
- 4) Research the experiences of up to five other cities in the region on issues associated with rental housing in single family neighborhoods, to understand the nature and scope of the issue elsewhere.
- 5) Research and summarize national studies, if available, on the impact of rental housing in single family neighborhoods.
- 6) Research the background information, findings, and ordinances from other cities in Minnesota that have adopted or considered limitations on rental housing in single family neighborhoods, including Winona, Mankato, Northfield, Duluth, and others.
- 7) Meet with City staff to discuss the results of the research.
- 8) Prepare a memorandum summarizing the preliminary findings of the research for the Planning Commission and City Council, including written summaries, sample policies and ordinances, and maps and graphics as needed to explain and illustrate the issues.
- 9) Meet with the Planning Commission and City Council, separately or jointly, to discuss informally the preliminary findings of the research.
- 10) Meet with rental property owners, property managers, community members, or others to discuss the study and gather input.
- 11) Based on the results of the discussion with the Planning Commission and City Council, conduct additional research if requested, prepare draft ordinance language, or other information requested.
- 12) Meet with the Planning Commission and City Council, separately or jointly, to discuss the additional research or draft ordinance language.
- 13) Finalize recommendations, including ordinance language if applicable.
- 14) Prepare and attend a Planning Commission public hearing on the draft ordinance, if applicable.
- 15) Prepare and attend a City Council meeting on the draft ordinance, if applicable.
- 16) Phone calls, emails, online meetings, and other typical communication over the course of the work.



July 13, 2020
Dan Buchholtz, City of Spring Lake Park
Page 3 of 3

DRAFT Proposal for Professional Planning Services – Impact of Rental Housing

COST OF SERVICES

The above tasks will be performed on an hourly basis in accordance with Stantec's hourly rates referenced in our master services agreement with the City.

SCHEDULE

Stantec will proceed immediately upon acceptance and approval of this proposal, in writing or by email. We will work at your direction but do not guarantee a specific schedule of completion of the work.

We look forward to assisting you on this study.

Sincerely,

Stantec

Phil Carlson, AICP

Associate
Phone: (612) 712-2028
Phil.Carlson@stantec.com



City of Spring Lake Park
Engineer's Project Status Report

To: Council Members and Staff
From: Phil Gravel

Re: **Status Report for 8.3.20 Meeting**
File No.: R-18GEN

Note: Updated information is shown in *italics*.

2020 MS4 Permit (193802936). MS4 deadlines: Annual Report and Public Meeting due by June 30th. (Annual Report was submitted to MPCA on June 26, 2020). Pond, structural BMP, and outfall inspections by July 31st. Annual Training and program analysis due in December. *City held Public Meeting on July 20th*

2019 Sanitary Sewer Lining Project (193804547). This project includes lining in the area near TH65 and Osborne Rd. Warranty televising has been completed. *Need close-out information from contractor.*

Garfield Pond Improvements Project (193804750). Construction started on March 6th and is substantially complete. A follow-up punch-list inspection was completed and *a revised list was sent to the contractor on July 24th. Contractor will work on remaining punch-list items. Spring tree planting has been completed; tree contractor has been made aware of dead trees.*

Fillmore & 83rd Pond Improvements Project (193805029). This possible project expanding an existing pond and adding treatment features. CCWD partial funding is available. Preliminary drawings have been prepared. *Geotechnical borings will be completed this month. Next step is to meet with CCWD.*

81st Avenue Signing Plan (193804889). This project consists of road signing to prohibit trucks on 81st Avenue west of Terrace Rd. *Signs have been installed. Public education process continues.*

2020 Street Seal Coat and Crack Repair Plan (193804979). A preconstruction conference was held on July 7th. *Crack repair has been completed. Chip seal placement has been completed. Sweeping will follow in August (two rounds of sweeping).*

2020 Sewer Lining Plan (193804980). Video inspection of project area has been completed. Priority lining segments have been determined. *Bids will be received on August 10th. An alternate bid for lining the 36-inch diameter storm sewer on Monroe south of 81st will be included in the bids.*

Anoka County Osborn Road Project. Final plans were prepared, and joint power agreements were approved in June. Bids were received in July. *The County Board awarded a construction contract in the amount of \$1,766,913 to Park construction company on July 28th. Construction will begin in August.*

Utilities for 525 Osborn Road Project (193805012). This project is a city project to install off-site utilities for the 525 Osborne Rd. site. A survey and preliminary plan for water main looping and storm sewer has been completed. *Final plans are being prepared. Bids will be received in August.*

Hy-Vee Project: Initial inspection lists for site, 81st Avenue/Highway 65, and CSAH 35 work have been prepared and sent to Hy-Vee. *Waiting to hear from Hy-Vee before scheduling follow-up inspection. Record plan drawings for the traffic signal and 81st Avenue have been submitted.*

JP Brooks Housing Project (on Monroe): A precon has been held. *Site work will begin soon.*

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

CORRESPONDENCE



Fridley

COMMUNITY CONNECTION

Parks and Recreation
Brochure Enclosed

JULY/AUGUST 2020
NO. 225

We believe in a Fridley that is a safe, vibrant, friendly and stable home for families and businesses.

7071 University Avenue NE
Fridley, MN 55432
phone: (763) 571-3450
FridleyMN.gov
email: info@FridleyMN.gov

Mayor – Scott Lund
Councilmember-at-Large – David Ostwald
Councilmember 1st Ward – Tom Tillberry
Councilmember 2nd Ward – Steve Eggert
Councilmember 3rd Ward – Ann Bolkcom
City Manager – Wally Wysopal

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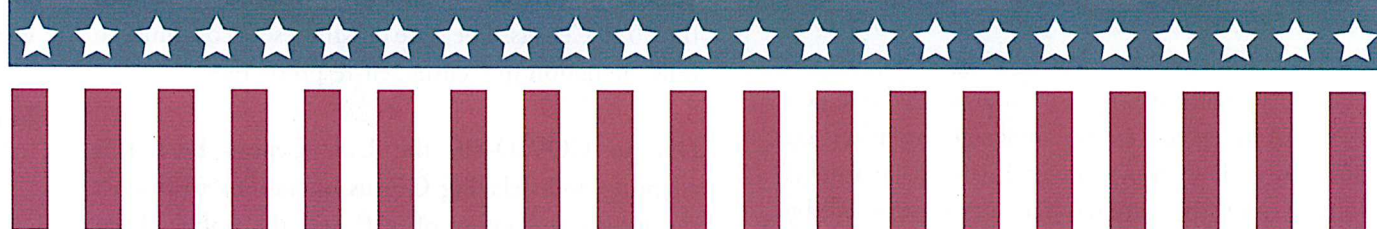
Sign up for email notifications
on FridleyMN.gov

BECOME AN ELECTION JUDGE

for 2020 Elections

There are two Election Days remaining in 2020:

August 11 | November 3



Election Judges Needed

For each election, Fridley needs over 100 Election Judges to run the City's 12 polling locations. Elections in Fridley cannot run without them. Election Judges are people who help community members cast ballots while protecting the voters' rights by ensuring the election process is fair and in accordance with state and federal laws.

Fridley Election Judges administer the City's 12 polling locations in several different capacities, such as greeting voters, registering new voters, demonstrating how to mark a ballot, maintaining accurate ballot counts and certifying polling location results.

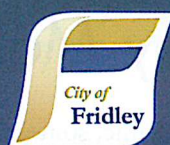
There are a few requirements to serve as an Election Judge:

- Must be eligible to vote in Minnesota
- Must be able to read, write and speak English fluently
- Must attend mandatory Election Judge training

- Must not be a candidate in the election, or a family member of a candidate in a precinct where the candidate is on the ballot
- Must not be a family member of any other Election Judge in the same polling location during the same shift

Fridley Election Judges are paid \$10 per hour. Students who are at least 16 years of age may serve as Student Judges. Student Judges perform all job functions of a polling place and are paid \$10 per hour. Minnesota state law (M.S. § 204B.195) allows individuals time off from work to serve as an Election Judge, similar to serving on jury duty.

For more information, visit us at FridleyMN.gov/Elections, email Elections@FridleyMN.gov or call 763-572-3523.



COVID-19 Update

Reminder: COVID-19 Event & Services Updates

Due to the ongoing COVID-19 pandemic, we have made some adjustments to our services and cancelled or restructured some community events. These updates have been made in the best interests of our community. Because of the lead time in producing a printed city newsletter, there may have been updates to our services or additional cancellations for events since the July/August edition was published. For the most up-to-date information, please:

- Visit FridleyMN.gov/Coronavirus for updates on our city services and council/commission meetings

- Visit FridleyMN.gov and view our calendar/search for a specific event page to find cancellation or rescheduling information
- Follow the City of Fridley (Facebook, Twitter, Instagram), Springbrook Nature Center (Facebook, Instagram) and Fridley Recreation (Instagram) for information on services and events
- Call 763-571-3450 and your questions will be directed to the appropriate staff member

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City Administrator
City of Spring Lake Park
1301 81st Ave NE
Spring Lake Park MN 55432-2188



2020 City Council Candidates

The City has two offices on the November 2020 ballot: Mayor and Councilmember-at-Large. Candidate filings closed June 2. The following individuals have filed for office:

- Office of Mayor:** Scott Lund
- Office of Councilmember-at-Large:** David Ostwald

Terms for these Council positions are four years beginning January 1, 2021 and ending December 31, 2024.

Early Voting

Minnesota voters may cast ballots from their own home by requesting a mailed absentee ballot. Mail balloting is safe and secure. When you apply for an absentee ballot, your registration status and eligibility to vote are verified by the Secretary of State's Office (SOS). When your ballot is initialized by the SOS, it will be given a unique barcode and mailed to your home. After a ballot is filled out, you will need to return it to the Anoka County Elections office by mail or in-person. Each voter's signature is verified and the unique barcode is scanned by Election Judges at the Anoka County Courthouse. All returned absentee ballots will be run through a ballot counting machine, and votes are tallied in the same way as on Election Day.

To apply for a mailed Absentee Ballot, visit the Minnesota Secretary of State's website [MNVotes.org](https://mnvotes.org) or call 1-877-600-VOTE (8683).

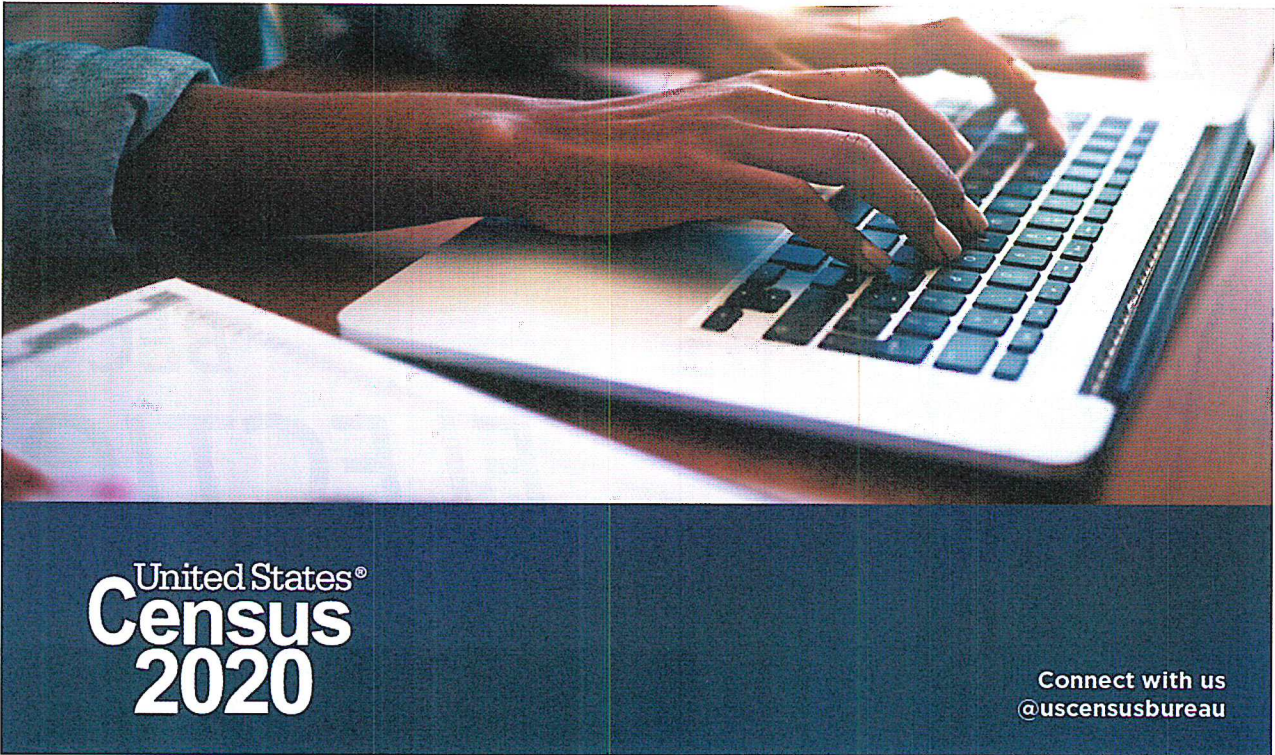
In-person early voting is available at the Fridley Civic Campus (7071 University Avenue) beginning June 26. Voting hours are Monday through Friday, 8:00 a.m. - 4:30 p.m., and August 8, 10:00 a.m. - 3:00 p.m. Voters may also vote at the Anoka County Courthouse (2100 3rd Avenue, Anoka, MN 55303).

Door Knocking for Political Candidates

With Election Day around the corner, residents may experience political candidates knocking on their door. City Code exempts political candidates from being licensed. Normally, most people visiting door-to-door need to have a Solicitor's License and go through a background check with the City.

For More Information

For more detailed election and voter information, including where to vote, please visit the SOS website at sos.state.mn.us or contact the City Clerk's office at Elections@FridleyMN.gov.



2020 Census Update

Thank you to everyone in Fridley who has completed the 2020 Census! The state of Minnesota continues to lead the nation in Census self-response rates.

Due to COVID-19, the U.S. Census Bureau is adapting and delaying Census operations to protect the health and safety of staff and the public. Even though the Census Bureau is adapting and delaying operations, you can still respond to the census online, over the phone, or by mail with a paper questionnaire.

One of the most impactful things you can do right now is fill out the Census and encourage your family, friends and neighbors to fill it out as well. Filling out the census online is currently the safest option with distancing measures in place, for both our Fridley residents and Census Bureau staff. Information collected from the Census is used for population counts and is vital to ensure funding for emergency response services.

Self-Response Extended to October 31

If you have not completed the Census yet, it is okay! You can still respond on your own until October 31, but do not wait. You are encouraged to fill out the forms even if you have not received an invitation in the mail. You can respond by visiting my2020census.gov or calling 844-330-2020. If you

prefer to fill out a paper copy, paper questionnaires were sent to addresses between April 8 and April 16. Census information is also available in 59 languages. Learn more at 2020census.gov/en/languages.

In Person Follow Up August through October

If you do not respond, Census workers will be visiting homes in August through October for an in-person count. Filling out your Census form online right now is the safest option for our community. Census workers take an oath to protect and keep private all the information they collect. The information is confidential. For more information, visit 2020census.gov/Avoiding-Fraud or call 800-923-8282.

If you have questions or want to receive updates on the 2020 Census, text COUNT to MN 2020 (662020).

You can also reach out to Alyssa Kruzel, City of Fridley Community Engagement Specialist, by email at Alyssa.Kruzel@FridleyMN.gov or by phone at 763-572-3579; or visit the City website at FridleyMN.gov/2020Census.

Vote Early by Mail

Due to the COVID-19 pandemic, some voters may be hesitant to visit the polls on the Election Day. You can vote early by mail once you have applied to have an absentee ballot mailed to you. You do not need to be registered to apply.

Application Deadline

You can apply for a ballot any time during the year, except the day of the election. Leave time for election officials to mail your ballot and for you to return it on or before Election Day.

Deadline to Return Ballots

Your ballot will **not** count if it is received after Election Day. Return your ballot by mail or package delivery service (such as FedEx or UPS). You can also return your ballot in person no later than 3 p.m. on Election Day to the election office that sent your ballot. You can drop off ballots for up to three other voters. You will need to show identification with name and signature when returning a ballot for someone else.

How to Apply

To request a ballot for the August primary and/or November general election, go online to MNVotes.org and select "Other Ways to Vote." From there, fill out an online Absentee Ballot Application or mail, fax, or email a fillable form application.





Getting Around Town: Roundabouts

What is a roundabout?

Roundabouts are circular intersections that replace two-way stops, all-way stops, or signalized intersections. Drivers move in a roundabout in a counter-clockwise direction to reach their intended street.

Why are roundabouts an improvement?

Roundabouts have lower entrance and exit speeds, gentler crossing angles, and separated traffic flows. As a result, there are fewer serious accidents and improved traffic flow. Roundabouts installed in Minnesota have shown a 42 percent decrease in crashes with injuries and an 86 percent decrease in fatal crashes compared to their previous design.

There is also less waiting at stop signs or red lights, which reduces the time motorists need to move through the intersection by 50 percent or more.

Do you have to stop before entering a roundabout?

Drivers entering the roundabout must yield to drivers already in the roundabout. In a multi-lane roundabout, you must yield to traffic in all traffic lanes. However, if the roundabout is clear, you do not need to stop before entering. Use your turn signal when exiting.

The exception is if there is a pedestrian or bicyclist in a roundabout's crosswalk. If there is a pedestrian or bicyclists in the crosswalk, you must stop and allow them to cross.

How do pedestrians and bicyclists get through roundabouts?

Roundabouts are designed with crosswalks that indicate where pedestrians and bicyclists should cross. Roundabouts can improve pedestrian and bicyclist safety by slowing vehicle speeds, improving sight lines in crosswalks, and setting crossings farther away from

Featured Project: Locke Parkway Roundabout

Fridley's first roundabout was installed at the intersection of the University Avenue Service Road and the new Locke Parkway instead of a traditional two- or four-way stop.

traffic. Bicyclists can chose to cross the roundabouts through the crosswalk or ride within the roundabout. If a bicyclist rides through the roundabout, they must follow the same rules as vehicles and entering cars must yield to them. Pedestrians and bicyclists should never attempt to cut through a roundabout and are not allowed on the center island.

How do school buses and large trucks get through roundabouts?

Roundabouts are designed to accommodate vehicles of all sizes. The center island of the roundabout includes a truck apron which allows rear wheels on it when necessary. As with any intersection, please give trucks plenty of room, and do not attempt to pass a truck that is turning.



Virtual Connections During Stay at Home Order

In March, City of Fridley employees, like many surrounding government agencies, experienced a rapid change to their work environments due to the COVID-19 pandemic. Some began working from home, while others began work with new crews or on adjusted work schedules to reduce possible exposure to the virus. New processes were also implemented to ensure the safety of our community and staff. These changes required flexibility and a quick adjustment in the way employees connected with each other and the public.

Microsoft Teams had recently been introduced citywide when the Stay at Home order began. This became the main medium for communication and allowed employees to stay connected via features such as video conferencing and easy file sharing. Teams provided a collaborative space for employees to work together while physically apart.

While most of our employees are now back in the office, Microsoft Teams continues to be a valuable asset to share files, collectively edit documents and schedule video conferences with fellow employees as well as external partners. Although this pandemic has been a challenge for everyone, our work has been made easier by having access to this technology in order to follow distancing guidelines.

We also want to thank our community members for adapting to our service changes during the Stay at Home order. While the Civic Campus was closed to the public, our services became centered around phone, mail, and online connections. We realize this may have changed how some of our residents typically conduct their city business, such as paying their utility bill or applying for a building permit. Thank you for your patience as we all navigated this new environment.

Fridley Community Calendar

July

- 3 City Offices Closed in Observance of July 4
- 6 Parks & Recreation Commission Meeting
- 13 City Council Meeting
- 14 Environmental Quality & Energy Commission Meeting
- 27 City Council Meeting

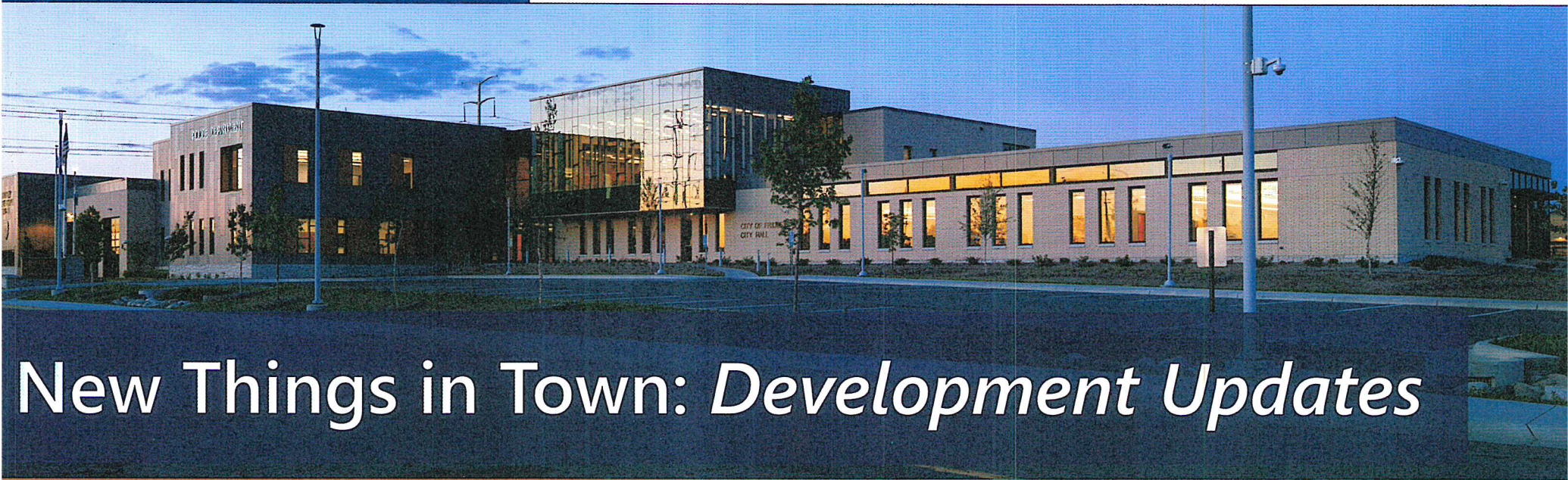
August

- 3 Parks & Recreation Commission Meeting
- 6 Housing & Redevelopment Authority Meeting
- 10 City Council Meeting
- 11 Election Day: Regular Primary
- 19 Planning Commission Meeting
- 24 City Council Meeting

NOTE: City Council and Commission meetings start at 7:00 p.m. Meetings are held at the Fridley Civic Campus, 7071 University Avenue NE. The public is welcome.

Hearing impaired persons who need an interpreter or other persons with disabilities who require auxiliary aids and would like to attend a meeting, should contact Roberta Collins at 763-572-3500 at least one week in advance.





New Things in Town: *Development Updates*

University Avenue transformation

University Avenue and Highway 65 were the focus of much great discussion and input sessions from residents through a public engagement process that resulted in a final study report published in 2019. One year since that report was published, many of the determined changes have begun. Public Works Director, Jim Kosluchar asked Council to approve a Cooperative Agreement between the City of Fridley and the Minnesota Department of Transportation (MnDOT). This agreement defines the roles in removing chain link fencing, grading, and landscaping. Kosluchar worked with the state to not simply replace and update the chain link fence, but instead to eliminate the fence where possible. The alternative buffer will be carefully designed landscaping. The project will replace and/or eliminate the fence from 37th Avenue in Columbia Heights to 69th Avenue in Fridley.

The project budget was originally \$844,000, as MnDOT anticipated just replacing the existing chain link with black-coated chain link. The same budget will be used with the revamped project plans.

One noticeable change will be the plantings in the medians. There has been a lot of focus placed on the medians to allow a general clean-up and reimagination of what the medians could/should look like. The plant materials will include indigenous, salt-tolerant plans and some ornamental trees.

Staff are preparing to submit a grant application to allow lighting in the medians, and at intersections in the future as well.



File Photo - Example of the planting bed-type as proposed for University Avenue

Industry and Commerce - Before and After

In this development update, we wanted to show the work that has been done by Fridley business owners through before and after images of the sites.

Note: Although these businesses are being recognized for their updates to their exteriors, the City takes no credit for these changes. These businesses made these changes of their own accord.

In the case of the Stacks 8 building, built by Hyde Development, a big part of the strategy was to make this building look like its neighbors in the Northern Stacks development. The building also received new glass, overhead doors, landscaping, and loading dock bumpers.



Industrial Building (before)



Stacks 8 Industrial Building (after)

Commercial Partners, ATXC Industrial LP, at 5730 Main Street refreshed its color palette with shades of gray and burgundy.

This complex is home to various Fridley businesses including Viking Engineering, Floors Northwest, Inc., Sam Nutrition and Staples. Viking has been in business since 1975 and provides automated wood fastening products.



5730 Main Street (before)



5730 Main Street (after)

Zantigo on 57th Avenue in Fridley underwent an exterior renovation in 2019. The color scheme is distinctive and reflects the branding that the owners have selected for their restaurant. The color scheme is consistent with the West 7th Street Zantigo location in Saint Paul.



Zantigo (before)



Zantigo (after)

Mike's Discount Foods has been a long time business on Osborne Road. Mike's at one time shared the building with Tried & True Tools and now occupies the entire building.



Mike's Discount Foods (before)

Along with the expanded space, Mike’s has a new fresh exterior appearance as well. The building now contributes to a unified appearance of the overall complex.



Mike's Discount Foods (after)

The former Godfather’s Pizza Building on University Avenue has been purchased and re-invented as the home office for Total Construction Solutions (TCS). New windows, doors, landscaping, and paint make the home office of TCS stand out prominently along University Avenue.



Total Construction Solutions, TCS (before)



Total Construction Solutions, TCS (after)

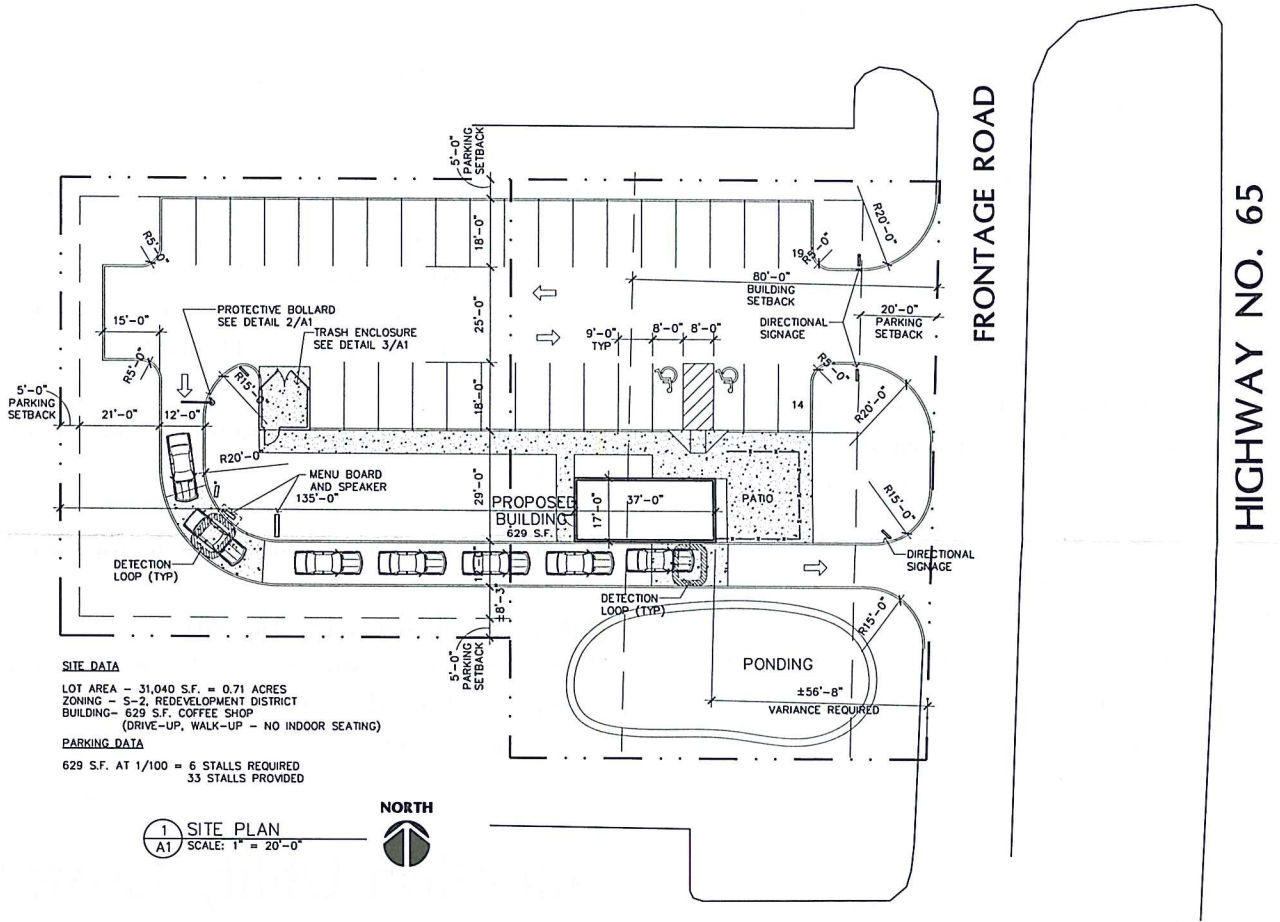
Caribou Coffee Cabin

Java Companies has submitted its plan for a second Coffee Cabin location to the City Council. As most by now are aware, Java Companies has been in the process of redeveloping the former Midas site at 8094 University Avenue NE. Its second location is at 6290 Highway 65. Construction for this second coffee location has been planned to take place this fall.

This site is the result of combining a former gas station/service center site with a parcel of property that existed and was undeveloped, until now.

According to a Caribou Coffee press release on the topic, dated August 26, 2019, The Caribou Cabin concept is the vision of President & CEO, John Butcher who joined the company two years ago and has been focused on leveraging Caribou's twenty-six years of coffeehouse heritage and strong brand to

make impactful company changes. New product innovation, digital advancements and customer engagement have been key areas of focus during Butcher’s tenure. Caribou Coffee will look to add locations over the next twenty-four months, exploring additional store formats in urban and suburban areas. This strategy is aimed at increasing the company’s store penetration while also delivering on customers’ increasing demand for convenience and speed.



Pet Reminders

If your pet is not on your property, it must be on a leash (Fridley City Code 101.06.2). If you want to let your dog enjoy some time running around, you are encouraged to visit Locke County Dog Park. It is a one and a half acre, fenced, off-leash dog park located at Locke County Park (840 71st Ave NE, Fridley, MN 55432). This dog park provides a nicely shaded, wood-chipped, enclosed areas for dogs of all sizes.



Please clean up after your pets. It is unlawful to allow your pet to relieve itself on another person’s property (Fridley City Code 101.06.11). You are also required to clean up after your pet in parks and other public places (Fridley City Code 101.06.12).

Dogs six months of age and older must be registered and licensed with the City (Fridley City Code 101.07). Licenses are valid for the life of the dog. In order to get a license, your dog must have proof of

current rabies vaccination. The City-issued dog tag must be worn by the dog at all times.

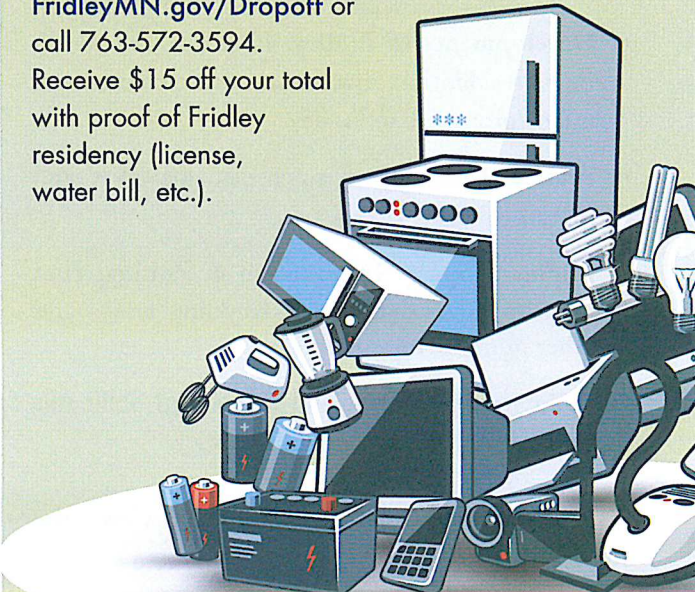
You cannot have more than three dogs or cats, or any combination of dogs or cats that are at least six months of age without obtaining a multiple pet location license (Fridley City Code 101.16.1).

If we find a lost dog, it will be brought to North Metro Animal Care and Control (formerly Dover Kennels). You can contact them at 763-434-7332.

Recycling Drop-Off
September 12

Join us for our September Recycling Drop-off and Paper Shredding Event at Green Lights Recycling (1525 99th Ln NE in Blaine) for free and reduced cost disposal of electronics, appliances, mattresses, carpet and more. This event will be from 8 a.m. – noon.

View accepted items and pricing at FridleyMN.gov/Dropoff or call 763-572-3594. Receive \$15 off your total with proof of Fridley residency (license, water bill, etc.).





HANDS-FREE MINNESOTA LAW

HandsFreeMN.org

One-Year Anniversary of MN Hands-Free Law

The Fridley Public Safety – Police Division has noticed improvement on cellphone use while driving, but still see many people using their phones while stopped at a stoplight or in traffic. As a reminder, since the MN Hands-Free Law went into effect on August 1, 2019, it is illegal for drivers to be holding a phone in their hand(s). The law allows a driver to use his/her cell phone to make calls, text, listen to music or podcasts, and get directions, but only by voice commands or single touch activation, without holding the phone. Additional “Hands-Free” enforcement will be active during the summer.

This law is meant to reduce the risk of distracted driving. Distracted or inattentive driving is when a driver engages in any activity that might distract them from the primary task of driving — and increases their risk of crashing.

- More than 60,000 crashes were distracted driving-related from 2014 – 2018, contributing to one in five crashes in Minnesota.

- In 2018, distracted driving contributed to 3,927 injuries and 29 deaths.
- Distracted driving contributes to an average of 45 deaths and 204 life-changing injuries a year (2014 - 2018).

Minnesota’s Hands-Free Law

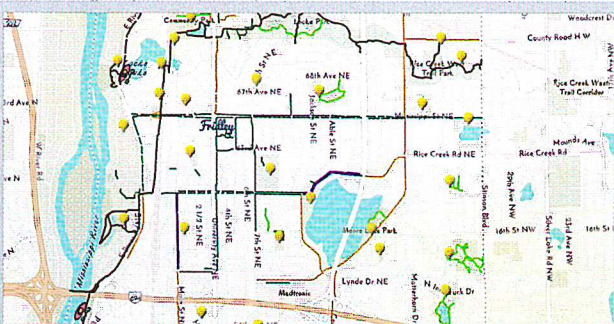
With Minnesota’s Hands-Free law, it is illegal for drivers to read, send texts and emails, and access the web while the vehicle is in motion or a part of traffic. That includes sitting at a stoplight or stop sign.

- The first ticket is more than \$120, which includes the fine plus court fees. The second and later tickets are more than \$300, which includes the fine plus court fees.
- Cell phone use is totally banned for school bus drivers.
- Cell phone use is totally banned for teen drivers during their permit and provisional license stages.

Tips to Avoid Distracted Driving

Drivers face many distractions while driving. Share these tips with family and friends to take action to stop the distraction:

- **Cell phones** — turn off cell phones, or place them out of reach to avoid the urge to dial or answer. If a passenger is present, ask them to handle calls/texts.
- **Music and other controls** — pre-program favorite radio stations for easy access and arrange music (mp3 player/CDs/tapes) in an easy-to-access spot. Adjust mirrors and heat/AC before traveling, or ask a passenger to assist.
- **Navigation** — designate a passenger to serve as a co-pilot to help with directions. If driving alone, map out destinations in advance, and pull over to study a map.
- **Eating and drinking** — try to avoid food/beverage, at least messy foods, and be sure food and drinks are secured.
- **Children** — teach children the importance of good behavior in a vehicle. Do not underestimate how distracting it can be to tend to children while driving.
- **Passengers** — speak up to stop drivers from distracted driving behavior.
- When making/receiving a call, ask if the person is driving. If so, ask them to call back at a safer time.



Interactive Maps

The City of Fridley has new interactive maps for residents to view and utilize! Interactive maps are a helpful tool for finding locations, viewing amenities, property information and more. Here is a current list of our interactive maps:

- **Adopt-A-Park:** View available parks to adopt in your area
- **Developments in Fridley:** Find out updates on new residential, industrial and commercial builds/properties in Fridley.
- **Fridley Parks:** Find amenities, locations and more.
- **Fridley Property Information & Zoning:** Find types of land, boundaries, recycling weeks and other property information
- **Pollinator Gardens:** Find out where pollinator gardens/patches are located in Fridley.

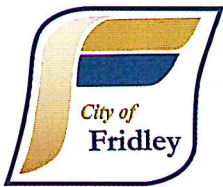
Visit FridleyMN.gov/CityMaps to view the interactive maps.

Attention Utility Customers!

Did you know? You can have your City of Fridley utility bill paid automatically with our free Direct Payment program. Save money by eliminating stamps and processing fees, save time and no need to worry about late fees.

1. Simply complete the form below.
 2. Attach a voided check or savings withdrawal slip.
 3. Return it to us with your current City of Fridley utility payment or mail anytime.
- Once you are enrolled, your utility bill will state *** Bank Draft***. It’s that simple!

Bills are automatically paid from your checking or savings account on the due date. Our Direct Payment program is a free service, and you can withdraw anytime by contacting us at least 10 days prior to your due date.



Utility Auto Payments
Mail completed forms to:
City of Fridley, Attn: Utility Billing
7071 University Ave NE, Fridley MN 55432

Questions? Call us! 763-572-3529

Name: _____

Address: _____

Utility Account #: _____ Daytime Phone#: _____

Financial Institution: _____ ☐ Checking ☐ Savings

By signing below I am authorizing the City of Fridley Utility Department to automatically withdraw my utility payment from my checking / savings account.

Signature _____ Date _____

Attach voided check or savings withdrawal slip here.

Energy Tips

Looking to cool down your energy bill? Follow these tips to keep your home safe and efficient this summer:

- Check and replace batteries in smoke and carbon monoxide alarms.
- Check and replace burned out bulbs with efficient LED bulbs.
- Review and update your programmable thermostat settings. If you do not have a smart thermostat yet, get a \$50 off rebate plus \$25 off a month through Xcel Energy's Smart Thermostat Program
- Reverse your ceiling fans' direction so that they rotate counterclockwise to push cooler air down.
- Check windows and doors for drafts or leaks. Seal any leaks with weather-stripping.
- Check and replace furnace and air conditioner filters.
- Clean your dryer filter and hoses.
- Check exterior dryer and heating vents to ensure they are clear of lint buildup and debris.



From pollinators to thermostats, find more ways to stay sustainable this summer at FridleyMN.gov/Environment.

Virtual Home Energy Squad Visits

The Home Energy Squad (HES) is now offering virtual home energy visits to help you find your biggest energy savings. The cost-free visit is conducted online to help you discover low cost energy-saving opportunities. They will also help identify possible future projects to save you even more, so you will be ready for action when the time comes.

Virtual HES visits are complementary to future in-person visits — you can do both! After the consultation, the Home Energy Squad may find that you could benefit from some free, energy-saving products that can be installed during a home visit, when possible. Meanwhile, a virtual visit gets you started on energy savings that increase over time.

Home Energy Squad is provided by CenterPoint Energy and Xcel Energy, supported by participating cities, and delivered by CEE. Learn more at 651-328-6220 or by visiting mncee.org.

Street Project Updates

2018 Street Rehabilitation Project (69th Avenue and Anoka Street):

This project started construction during the week of June 8 and is estimated to be completed by the beginning of August. This project incorporates a "road diet," which includes pavement rehabilitation, trail, stormwater drainage improvements and other ancillary items.

2019 Street Rehabilitation Project (69th Avenue, University Avenue Service Road and 71st Avenue):

This project received final approval and was in the bid process at the end of June. Completion of this project is anticipated for fall 2020. This project includes pavement rehabilitation, new trail and sidewalk amenities, pond expansion, and watermain work.

2020 Street Rehabilitation Project:

This project was awarded to C&L Excavating in May. The project includes roads in the Springbrook neighborhood that were originally constructed between the mid-1960s and 1970s. The work includes pavement resurfacing, concrete curb repairs, watermain replacement in select segments, aging fire hydrant replacements, and stormwater improvements. Completion is anticipated for fall 2020.



Anoka County Household Hazardous Waste

The Anoka County Household Hazardous Waste facility reopened to the public in June with new hours and distancing requirements.

Materials must be placed in your vehicle's trunk, bed or trailer for staff to safely remove. Items must be in the upright position to prevent spills or damage. Proof of residency (driver's license or identification card) should be ready when you arrive. Materials from Anoka, Carver, Dakota, Hennepin, Ramsey and Washington counties will be accepted. Materials from businesses, organizations or schools will not be accepted.

Free items accepted include: aerosols, ammunition, driveway sealer, fluorescent bulbs, motor oil, paint, paint stripper/thinner, pesticides, pool chemicals, propane tanks and sharps. Also accepted are products with labels such as caution, warning, danger, inflammable, etc.

For more information, call 763-324-3400 or visit AnokaCounty.us/Recycle.

Anoka County
Household Hazardous Waste Facility
3230 101st Avenue NE, Blaine, MN

Wednesdays – 1 - 7 p.m.
Thursday – Saturday – 9 a.m. – 3 p.m.



NIGHT to UNITE!
Neighbors Joining Together

Night to Unite Rescheduled

Due to the COVID-19 pandemic, Night to Unite has been rescheduled for Tuesday, October 6. We are excited to still be able to connect with our community! More information will be posted at FridleyPublicSafety.org/NightToUnite as it becomes available.



Did you know...?

You can upgrade your recycling cart for FREE! Upsize your curbside bin from the standard 65-gallon size to a 96-gallon size with one simple call: 763-572-3594.

Rice Creek Clean-Up



Justin Foell, member of the City of Fridley’s Environmental Quality & Energy Commission (EQEC), provided a report of a community clean-up of Rice Creek he helped with in May.

“I spent Saturday, May 16, with some amazing volunteers from the Rapids Riders Whitewater Canoe and Kayak Club. The goal was to clear the lower section of Rice Creek so that it's passable by canoe and kayak without having to portage past the *many* downed trees.

We met at Creekview Park in New Brighton to start the journey downstream into Fridley and Anoka County. My 10-year-old son and I provided ground

support by bicycle with a trailer carrying a chainsaw and other provisions. The paddlers donned their protective gear and brought specialized hand saws.

Providing support was tricky in places where the bike trail diverged and private homes limited access to the creek. We stayed in communication with hand-held radios in places where maintaining visual contact wasn't possible.

All-in-all over half a dozen sites were cleared upstream of Locke Lake. I should add that while sites were cleared, some obstacles remain on part of the creek - for instance the right side might be passable while the left side still has a tree obstacle. I recommend anyone looking to paddle this section to check out this USGS page for the Rice Creek Flow rate (waterdata.usgs.gov/mn).”

Water Rebates Available to Residents

For a limited time, Fridley residents and businesses can qualify for rebates of up to 75 percent off the cost of water-efficient appliances and irrigation system components. Rebates are available on a first-come, first-served basis. Learn more at FridleyMN.gov/WaterGrant or by calling 763-572-3554.



Rebate Amounts

Fridley residents and businesses can receive rebates for the following water-saving devices:

Item	Specifications	Maximum Rebate Amount*	Est. Water Savings
Washing Machine	Energy Star Labeled	\$250	2,000 gallons per year
Toilet	WaterSense Labeled	\$150	13,000 gallons per year
Irrigation System Controllor	WaterSense Labeled	\$250	7,600 gallons per year
Irrigation System Audit	Conducted by WaterSense-Certified Irrigation Professional	\$250	Dependent on findings
Spray Sprinkler Body	WaterSense Labeled	\$5 per head	N/A
Rainbarrel	N/A	\$50	N/A

*Rebate amounts capped at listed amount or 75 percent of purchase price, whichever is less.

Why should I participate?

Funding for this rebate program is provided by the Metropolitan Council’s Water Efficiency Grant program to encourage water savings in Fridley. All of the City’s water comes from groundwater sources, which take many, many years to recharge, so it is important that we conserve our water. Pumping water from the ground also uses considerable energy, which costs money and contributes to greenhouse gases. Many homes in Fridley have older appliances. Switching to newer, more efficient appliances will save you and the City money and help conserve resources.

Who qualifies for the rebate?

All property owners in the City of Fridley qualify. Renters are encouraged to work with the property owner to participate. Rebates for toilets and washing machines can only be used for replacement items, not for new construction. The product must have been purchased after January 13, 2020.

Why should I update my irrigation system?

Irrigation systems can use a lot of water, especially if they are not properly calibrated. A smart irrigation controller automatically adjusts watering frequency

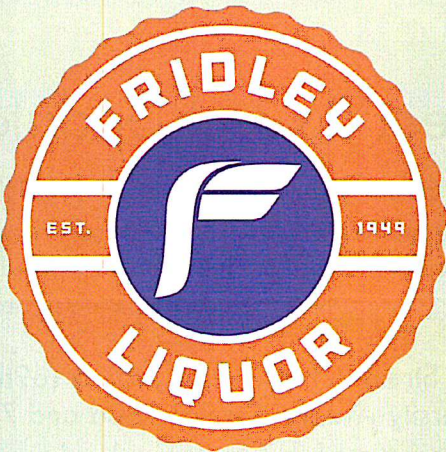
and amounts based on weather and site conditions, which keeps your yard from getting over-watered. Even if you already have soil sensors, a smart irrigation controller is important, especially in yards with slopes or patches of shade. If every home in the US with an irrigation system used a smart irrigation controller, we could save 100 billion gallons of water per year (equal to the household water needs of 1.2 million Americans). Smart irrigation controllers also allow you to control your irrigation system from your phone and chart water usage over time.

How will I get my rebate?

Your rebate will be applied to your utility bill. Depending on when you submit your receipts, it may take a full billing cycle for your rebate to process. If your rebate is more than your water bill, the rest of the rebate will be applied to the second billing cycle.

What other rebate programs does the City offer?

The City of Fridley offers discounts on the Home Energy Squad program as well as a competitive loan program. Learn more by visiting our website at FridleyMN.gov/HomeImprovements.



Find New Favorites at Fridley Liquor!

Both Fridley Liquor locations are now open for in-store shopping! Curbside pick-up is also still available at Fridley Liquor Market. Visit FridleyLiquor.com for the most up-to-date information on hours and service.

Looking for a specific item you cannot seem to find? Fill out the Product Request Form! At Fridley Liquor, we do our best to offer a wide variety of products for everyone’s taste. If you do not find what you are looking for, we encourage you to fill out a suggestion for products via the form. Visit FridleyLiquor.com/ProductRequest.

Locations: Fridley Market

264 57th Avenue, NE, Fridley, MN 55432
(University Avenue & I-694)
Phone: 763-571-1994

*In-store shopping is available Monday - Saturday from noon - 10 p.m., and Sunday from 11 a.m. - 6 p.m. Curbside pick-up is available from Monday - Saturday from noon - 7:30 p.m. and Sunday from 11 a.m. - 5:30 p.m.

Fridley Liquor: Moore Lake

6289 Highway 65, Fridley, MN 55432
Phone: 763-571-8365

*In-store shopping is available Monday - Saturday from noon - 8 p.m.



Pipeline safety and
land use planning
information



Know what's below.
Call before you dig.

Please share
this important
information within
your office and
other departments

Pipelines are near you

Pipeline operators share/encourage an emphasis of **PUBLIC SAFETY** and **ENVIRONMENTAL PROTECTION** as top priorities in any pipeline emergency response.

You have received this information because the decisions you make regarding land use and property development in your jurisdiction may impact the pipelines in your area. These pipelines, operated by the companies whose fact sheets accompany this booklet, are part of the network of over 2.6 million miles of gathering, transmission, and distribution pipelines in the United States, transporting two-thirds of the energy we use each year.



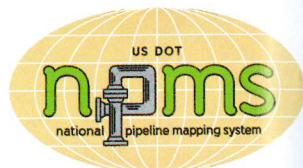
Buried Pipeline

National Pipeline Mapping System (NPMS)

The National Pipeline Mapping System (NPMS) is a geographic information system created by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), Office of Pipeline Safety (OPS) in cooperation with other federal and state governmental agencies and the pipeline industry to provide information about companies and their pipelines. The NPMS web site is searchable by ZIP Code or by county and state, and can display a printable county map.

Within the NPMS, PHMSA has developed the Pipeline Integrity Management Mapping Application (PIMMA) for use by pipeline companies and federal, state, and local government officials only. The application contains sensitive pipeline infrastructure information that can be viewed via internet browsers. Access to PIMMA is limited to federal, state, and local government officials, as well as pipeline companies. PIMMA access cannot be given to any person who is not a direct employee of a government agency.

For a list of companies with pipelines in your area and their contact information, or to apply for PIMMA access, go to <https://www.npms.phmsa.dot.gov/ApplyForPIMMAAccess.aspx>. Companies that operate production facilities, gas/liquid gathering piping, and distribution piping are not represented by NPMS nor are they required to be.



What pipelines transport and what the potential hazards are

Many pipelines transport petroleum products and natural gas. Some pipelines transport other hazardous products such as chemicals, highly volatile liquids, anhydrous ammonia, or carbon dioxide. Exposure to these products can be harmful if inhaled, can cause eye and skin irritation, and/or difficulty in breathing. Fortunately, pipeline accidents are extremely rare, but they can occur. Natural gas and petroleum products are flammable, potentially hazardous, and explosive under certain conditions. Pipeline companies undertake many prevention and safety measures to ensure the integrity of their pipeline systems. You can obtain more specific information regarding pipelines and the products they carry by contacting the pipeline company directly.

How you can help keep pipelines safe

While accidents pertaining to pipeline facilities are rare, awareness of the location of the pipeline, the potential hazards, and what to do if a leak occurs can help minimize the number of accidents. A leading cause of pipeline incidents is third-party excavation damage. Pipeline companies are responsible for the safety and security of their respective pipelines. To help maintain the integrity of pipelines and their right-of-way, it is essential that pipeline and facility neighbors protect against unauthorized excavations or other destructive activities. You can help by:

- Keeping the enclosed **fact sheets** for future reference.
- Attending a pipeline safety training program in your area.
- Familiarizing yourself and your agency with the Pipelines and Informed Planning Alliance (PIPA) best practices regarding land use planning near transmission pipelines (below).
- Completing and returning the enclosed postage-paid survey.
- Report to the pipeline company localized flooding, ice dams, debris dams, and extensive bank erosion that may affect the integrity of pipeline crossings.



TriView™ Marker, Dome Marker, Flat Marker, Round Marker, Aerial Marker, Casing Vent Markers.

How to recognize the location of a pipeline

Markers are located in the pipeline right-of-way and indicate the approximate location, but not the depth, of a buried pipeline. Although not present in certain areas, these can be found at road crossings, fence lines, and street intersections. The markers display the product transported in the pipeline, the name of the pipeline operator, and a telephone number where the operator can be reached in the event of an emergency.

Land use planning and transmission pipelines

The Pipelines and Informed Planning Alliance (PIPA) is a broad stakeholder initiative led and supported by the US Department of Transportation's Pipeline and Hazardous Materials Safety Administration. The goal of PIPA is to reduce risks and improve the safety of affected communities and transmission pipelines through implementation of recommended practices related to risk-informed land use and development near transmission pipelines. The PIPA recommended practices describe actions that can be taken by stakeholders when there are proposed changes in land use or new development adjacent to existing transmission pipelines.

PIPA has developed recommended practices to help in making decisions about what, where, and how to build safely near transmission pipelines. The decisions you make can impact the safety of the community surrounding the pipeline.

- Have you consulted with the pipeline company?
- Have you considered access for pipeline maintenance and emergency response?
- Is enhanced fire protection needed?
- How will excavation damage to the pipeline be prevented?

For more information, please go to <https://www.npms.phmsa.dot.gov>.



How to recognize a pipeline leak



Sight - Natural gas and Highly Volatile Liquids (HVL) are colorless and nearly invisible to the eye. Small leaks can be identified by looking for dying or discolored vegetation in a naturally green area. Hazardous liquids produce a strong sheen or film standing on a body of water.

An HVL leak may be identified by a fog-like vapor cloud in areas of high humidity. Natural gas is colorless, but blowing dirt around a pipeline area may be observed, or vapor and "ground frosting" may be visible at high pressures, regardless of temperature.

Other ways to recognize a leak may include: water bubbling up or standing in an unusual area, a mist or vapor cloud, a powerful fire or explosion with dense smoke plumes, or an area of petroleum-stained ground.

Sound - The volume of a pipeline leak can range from a quiet hissing to a loud roar, depending on the size and nature of the leak.

Smell - An unusual smell, petroleum or gaseous odor will sometimes accompany pipeline leaks. Natural gas and HVLs are colorless, tasteless and odorless unless odorants, such as Mercaptan, are added.

Most HVLs contain a slight hydro-carbon or pungent odor. Most are nontoxic; however, products such as ammonia are considered a toxic chemical and can burn the senses when it seeks out moisture (eyes, nose or lungs). If inhaled, HVLs may cause dizziness or asphyxiation without warning.



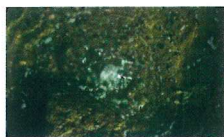
Vapor Cloud



Sheen on Water



Dead Vegetation



Bubbling Water

Call before you dig



99%* of all incidents involving injury, damage and service outages can be avoided by making a FREE CALL to 811. Your call should be made at least two to three business days prior to excavating. Examples of some activities that require a call to 811 include:

- Utility excavation
- Land development activities
- Maintenance construction activities
- Landscaping

Once your underground utilities have been marked, you will know their approximate location and can safely begin your dig, following safe excavation practices.

* CGA Dirt Report 2013

Maintaining safety and integrity of pipelines

Pipeline companies invest significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned control centers. Pipeline companies also utilize aerial surveillance and/or on-ground observers to identify potential dangers. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow. They notify field personnel if there is a possibility of a leak. Automatic shut-off valves are sometimes utilized to isolate a leak. Gas transmission and hazardous liquid pipeline companies have developed supplemental hazard and assessment programs known as Integrity Management Programs (IMPs). IMPs have been implemented for areas designated as "high consequence areas" (HCAs) in accordance with federal regulations. Specific information about companies' programs may be found on their company web sites or by contacting them directly.

Responding to a pipeline emergency

First Response Call Intake Check List

The following protocol is intended to be a solid framework for call intake, but should not in any manner rescind or override agency procedures for the timing of broadcasts and messaging.

These procedures are established as recommended practices to consider with existing agency policy and procedure to ensure the most swift and accurate handling of every incident involving the release of dangerous gases and/or hazardous liquids.

All information should be simultaneously entered, as it is obtained by the telecommunicator, into an electronic format (when available) that will feed/populate any directed messages sent to emergency responders in conjunction with on-air broadcasts.

Location

Request exact location of the incident (structure addresses, street names, intersections, directional identifiers, mile posts, etc.) and obtain callback and contact information.

The following guidelines are designed to ensure the safety of those in the area if a petroleum product or natural gas pipeline leak is suspected or detected:

Secure the area around the leak to a safe distance.

Because vapors from products transported in pipelines can migrate great distances, it is important to avoid creating ignition sources in the area. Keep in mind, Highly Volatile Liquid (HVL) vapors are heavier than air and can collect in low areas such as ditches, sewers, etc. If safe, evacuating people from homes, businesses, schools, and other places of congregation, as well as controlling access to the site may be required in some incident scenarios. Sheltering in place may be the safest action if the circumstances make going outdoors dangerous.

- **Evacuate or shelter in place.** Depending on the level of chemical, natural gas, or product, and whether or not the product was released, or other variables, it may be necessary to evacuate the public or have the public shelter in place. Evacuation route and the location of the incident will determine which procedure is required, but both may be necessary. Evacuate people upwind of the incident, if necessary. Involving the pipeline company may be important in making this decision.

If the pipeline leak is **not** burning:

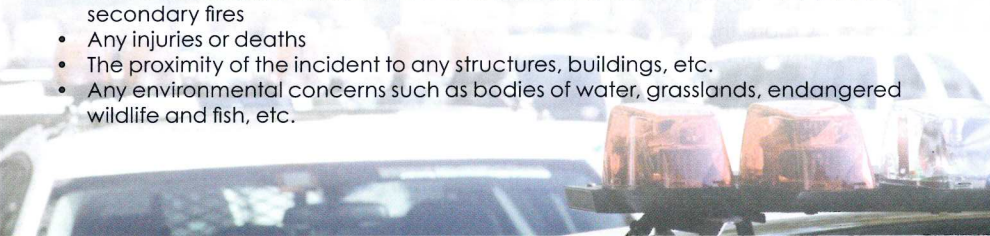
- **DO NOT** create any potential source of ignition such as an electrical switch, vehicle ignition, lighting a match, etc.
- **DO NOT** start motor vehicles or electrical equipment.
- **DO NOT** ring doorbells. Knock with your hand to avoid potential sparks from knockers.
- **DO NOT** drive into a leak or vapor cloud at any time.

If the pipeline leak **is** burning, attempt to control the spread of the fire, but:

- **DO NOT** attempt to extinguish a petroleum product or natural gas fire. When extinguished, petroleum products, gas and vapor could collect and explode if reignited by secondary fire or ignition source.
- **DO NOT** attempt to operate any pipeline valves yourself. You may inadvertently route more product to the leak or cause a secondary incident.
- **DO NOT** come into direct contact with any escaping liquid or gas.

Establish a command center. Work with pipeline representatives as you develop a plan to address the emergency. The pipeline representatives will need to know:

- Your contact information and the location of the emergency
- Size, characteristics and behavior of the incident, and if there are any primary or secondary fires
- Any injuries or deaths
- The proximity of the incident to any structures, buildings, etc.
- Any environmental concerns such as bodies of water, grasslands, endangered wildlife and fish, etc.



High consequence area identification*

Pipeline safety regulations use the concept of HCAs, to identify specific locales and areas where a release could have the most significant adverse consequences. Once identified, operators are required to devote additional focus, efforts, and analysis in HCAs to ensure the integrity of pipelines.

Releases from pipelines can adversely affect human health and safety, cause environmental degradation, and damage personal or commercial property. Consequences of inadvertent releases from pipelines can vary greatly, depending on where the release occurs, and the commodity involved in the release.

More information on HCAs in your area may be available upon request from your local pipeline operator(s).

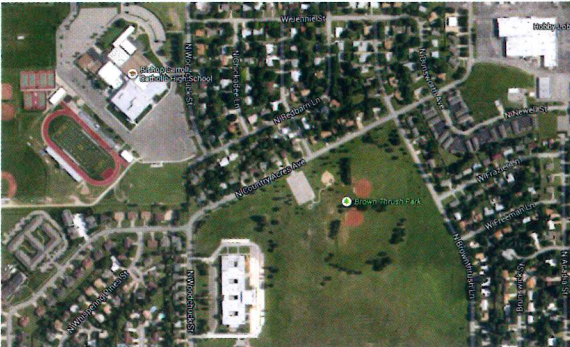
What criteria define HCAs for pipelines?

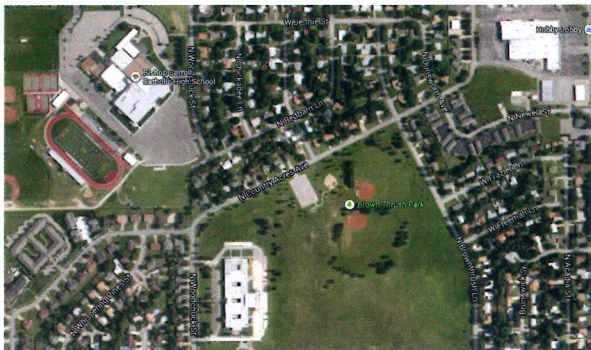
Because potential consequences of natural gas and hazardous liquid pipeline releases differ, criteria for HCAs also differ. HCAs for natural gas transmission pipelines focus solely on populated areas. (Environmental and ecological consequences are usually minimal for releases involving natural gas.) Identification of HCAs for hazardous liquid pipelines focuses on populated areas, drinking water sources, and unusually sensitive ecological resources.

HCA for hazardous liquid pipelines:

- Populated areas include both high population areas (called “urbanized areas” by the U.S. Census Bureau) and other populated areas (areas referred to by the Census Bureau as a “designated place”).
- Drinking water sources include those supplied by surface water or wells and where a secondary source of water supply is not available. The land area in which spilled hazardous liquid could affect the water supply is also treated as an HCA.
- Unusually sensitive ecological areas include locations where critically imperiled species can be found, areas where multiple examples of federally listed threatened and endangered species are found, and areas where migratory water birds concentrate.

HCA for natural gas transmission pipelines:

- An equation has been developed based on research and experience that estimates the distance from a potential explosion at which death, injury or significant property damage could occur. This distance is known as the "potential impact radius" (or PIR), and is used to depict potential impact circles.
 - Operators must calculate the potential impact radius for all points along their pipelines and evaluate corresponding impact circles to identify what population is contained within each circle.
 - Potential impact circles that contain 20 or more structures intended for human occupancy; buildings housing populations of limited mobility; buildings that would be hard to evacuate (Examples are nursing homes, schools); or buildings and outside areas occupied by more than 20 persons on a specified minimum number of days each year, are defined as HCAs.
- 
- An aerial photograph of a suburban neighborhood. A red circle is drawn on the ground, centered on a green field. The circle's radius extends to the edge of the field and into the surrounding residential area. The area within the circle contains several houses and a small building. The surrounding area is densely packed with houses and trees. The image is used to illustrate the concept of a potential impact circle (PIR) in the context of pipeline safety.
- High Consequence Area (PHMSA Fa



High Consequence Area (PHMSA Fact Sheet: High Consequence Area (HCA))

* <https://primis.phmsa.dot.gov/comm/FactSheets/FSHCA.htm>

Planning, zoning, and property development

It is crucial to coordinate with pipeline companies to take the location of pipelines into consideration in land-use plans, zoning, and property-development activities. Developments can make use of pipeline easements as open spaces and greenway connectors. Pipeline depth is a crucial consideration during development planning to ensure that costs for lowering or relocation are identified. Changes to the topography on either side of a pipeline may impose unacceptable stresses on the pipeline. Pipeline companies would like to coordinate in the development of site plans where large numbers of people congregate, including schools, churches, etc.

Pipeline Safety and Damage Prevention*

PROHIBITION APPLICABLE TO EXCAVATORS. A person who engages in demolition, excavation, tunneling, or construction.

1. May not engage in a demolition, excavation, tunneling, or construction activity in a State that has adopted a One-Call notification system without first using that system to establish the location of underground facilities in the demolition, excavation, tunneling, or construction area;
2. May not engage in such demolition, excavation, tunneling, or construction activity in disregard of location information or markings established by a pipeline facility operator...;
3. And who causes damage to a pipeline facility that may endanger life or cause serious bodily harm or damage to property.
 - A. May not fail to promptly report the damage to the owner or operator of the facility; and
 - B. If the damage results in the escape of any flammable, toxic, or corrosive gas or liquid, may not fail to promptly report to other appropriate authorities by calling the 911 emergency telephone number.

** Pipeline Inspection, Protection, Enforcement, and Safety Act of 2006 (Section 2)*

Identified sites*

Owners and companies of gas transmission pipelines are regulated by the US Department of Transportation (DOT). According to integrity management regulations, gas pipeline companies are required to accept the assistance of local public safety officials in identifying certain types of sites or facilities adjacent to the pipeline which meets the following criteria:

- (a) A small, well-defined outside area that is occupied by twenty or more persons on at least 50 days in any twelve-month period (the days need not be consecutive). Examples of such an area are playgrounds, parks, swimming pools, sports fields, and campgrounds.
- (b) A building that is occupied by 20 or more persons on at least 5 days a week for 10 weeks in any 12 month period (the days and weeks need not be consecutive). Examples included in the definition are: religious facilities, office buildings, community centers, general stores, 4-H facilities, and roller rinks.
- (c) A facility that is occupied by persons who are confined, are of impaired mobility, or would be difficult to evacuate. Examples of such a facility are hospitals, schools, elder care, assisted living/nursing facilities, prisons and child daycares.

If you know of sites within your jurisdiction that fit any of the above requirements, please go to my.spatialobjects.com/isr/home to provide this valuable information to pipeline companies.

** 49 CFR §192.903.*

Download the Pipeline Awareness Viewer™ (PAV) app for important emergency response information. Use PAV to:



- The PIMMA application and apply for access



- Land use planning and transmission pipelines



- The 811 process



- How to recognize a pipeline leak



- The different types of pipelines




- How to recognize the location of a pipeline



- Take online survey

How to use PAV:

- Launch the app on your device.
- Review the brief instructions.
- Tap the SCAN button and aim your camera at the brochure cover.*
- When the buttons appear, tap the lock icon  to view the available content.
- Tap the buttons to view important pipeline safety information.



**For best results, enable Wi-Fi on your device prior to using the PAV app.*



EMERGENCY NUMBER: 1-800-548-6482

About BP Pipelines (North America), Inc.

BP Pipelines (North America), Inc., is headquartered in Chicago, IL. BP's core and joint venture pipeline operations span 14 states and are managed from pipeline control centers in Oklahoma and Washington.

Altogether, BP Pipelines North America owns or operates 3,500 miles of pipeline. And holds joint venture interest in various pipeline systems, which are operated by third parties.

What does BP Pipelines (North America), Inc. do if a leak occurs?

All Pipeline operators share/encourage an emphasis of **PUBLIC SAFETY** and **ENVIRONMENTAL PROTECTION** as top priorities in any pipeline emergency response.

To prepare for the event of a leak, pipeline companies regularly communicate, plan and train with local emergency responders. Upon the notification of an incident or leak the pipeline company will immediately dispatch trained personnel to assist emergency responders.

Pipeline operators and emergency responders are trained to protect life, property and facilities in the case of an emergency.

Pipeline operators will also take steps to minimize the amount of product that leaks out and to isolate the pipeline emergency.

Maintaining safety and integrity of pipelines

BP Pipelines (North America), Inc. invests significant time and capital maintaining the quality and integrity of their pipeline systems. Most active pipelines are monitored 24 hours a day via manned

control centers. BP Pipelines (North America), Inc. also utilizes aerial surveillance and/or on-ground observers to identify potential dangers. Control center personnel continually monitor the pipeline system and assess changes in pressure and flow. They notify field personnel if there is a possibility of a leak. Automatic shut-off valves are sometimes utilized to isolate a leak.

How to get additional information

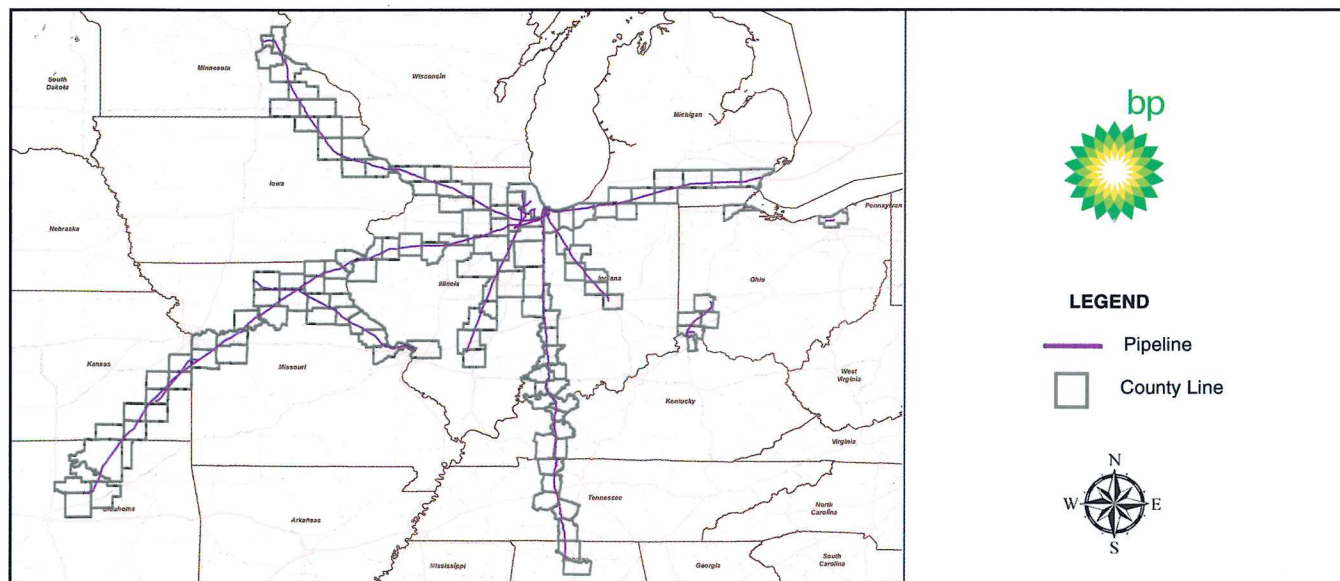
For additional information for BP Pipelines (North America), Inc. go to www.bppipelines.com or contact the BP Pipelines (North America), Inc. Damage Prevention Standards Coordinator @ 918-660-4360 (Monday - Friday: 7:30am - 4:30pm (CST)).

PRODUCTS TRANSPORTED

PRODUCTS TRANSPORTED IN YOUR AREA

PRODUCT	LEAK TYPE	VAPORS
HAZARDOUS LIQUIDS [SUCH AS: CRUDE OIL, DIESEL FUEL, JET FUEL, GASOLINE, AND OTHER REFINED PRODUCTS]	Liquid	Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.
HEALTH HAZARDS		Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.
HIGHLY VOLATILE LIQUIDS [SUCH AS: BUTANE, PROPANE, ETHANE, PROPYLENE, AND NATURAL GAS LIQUIDS (NGL)]	Gas	Initially heavier than air, spread along ground and may travel to source of ignition and flash back. Product is colorless, tasteless and odorless.
HEALTH HAZARDS		Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. Fire may produce irritating and/or toxic gases.

SYSTEM MAP



EMERGENCY NUMBER: 888-367-6671

PLEASE SHARE THIS INFORMATION

About Northern Natural Gas

Northern Natural Gas (Northern) is based in Omaha, Nebraska, and operates an interstate natural gas high pressure, transmission pipeline system extending from Texas to the upper Midwest. The system includes over 14,500 miles of natural gas pipeline, capable of 5.8 billion cubic feet per day (Bcf/d) of market area capacity, plus 1.78 Bcf/d of field capacity. Northern has a total of five natural gas storage facilities, three of which are underground facilities and the other two are Liquefied Natural Gas (LNG) facilities. All five total 79 Bcf which includes 4 Bcf of liquefied natural gas. **Pipeline pressures can reach as high as 1,600 pounds per square inch gauge. Pipeline sizes range from 2 inches to 36 inches in diameter. The maximum potential impact radius (PIR) is 1,000 feet.**

What does Northern Natural Gas do if a leak occurs?

While emergency response agencies are doing their part, Northern employees will do what needs to be done to protect lives, property and the environment.

- First, protecting people from injury by initially removing all persons at least 1,320 feet (1/4 mile) from the area.
- If a fire does not already exist, employees will remove any sources of ignition.
- Employees will help people in distress.

- Employees will eliminate the natural gas source. If it is possible to do so from the location of the emergency, they will. In many cases, the natural gas must be shut off at a remote location. It is important for you to know that Northern employees are responsible for operating the valves that isolate the affected facilities.

Is your group interested in a presentation, training or more information? Call Northern's emergency number at 1-888-367-6671 and ask to establish a public education liaison. Together we will determine the appropriate Northern Natural Gas field location nearest you and then provide a means to contact their local representative for more details.

For example, an odorant is added to certain pipeline segments to make it easier to smell a very small leak. Your local Northern representative can tell you if those segments are in your area.

Maintaining safety and integrity of pipelines

Public officials often know where "identified" sites are located. An identified site can be areas near the pipeline such as community centers, businesses, beaches, playgrounds, recreational facilities, office buildings, daycare facilities, stadiums, campgrounds, etc. To report areas that could be considered an identified site, please send an e-mail to HCAinformation@nngco.com or call 1-866-865-0766.

Important land use planning information to enhance pipeline safety in your community can be found at: www.pipa-info.com.

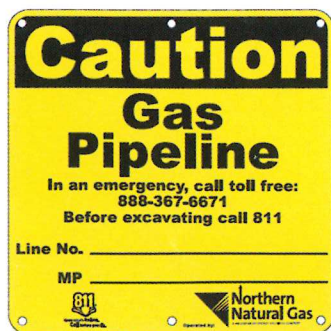
PRODUCTS TRANSPORTED

PRODUCTS TRANSPORTED IN YOUR AREA

PRODUCT	LEAK TYPE	VAPORS
NATURAL GAS	Gas	Lighter than air and will generally rise and dissipate. May gather in a confined space and travel to a source of ignition.
HEALTH HAZARDS	Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite.	

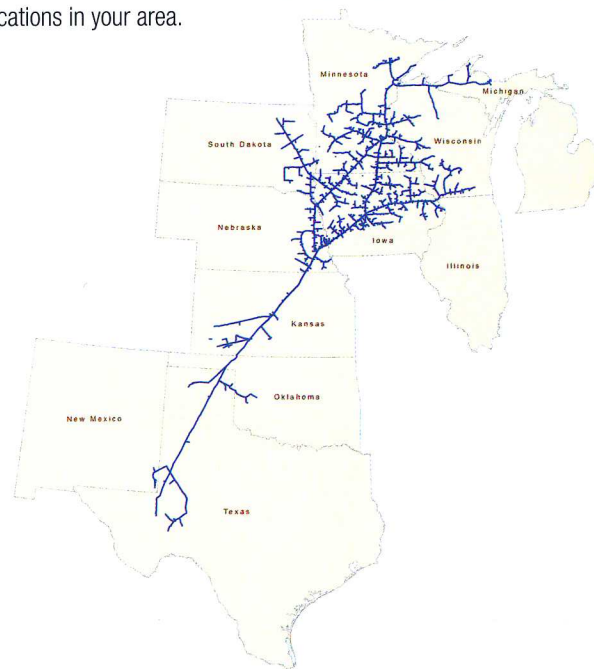
The complete Safety Data Sheet is on Northern's website

PIPELINE MARKER



SYSTEM MAP

Call 811 or visit NPMS at www.npms.phmsa.dot.gov to learn pipeline locations in your area.



Emergency and Government officials can apply for detailed maps on the NPMS website.



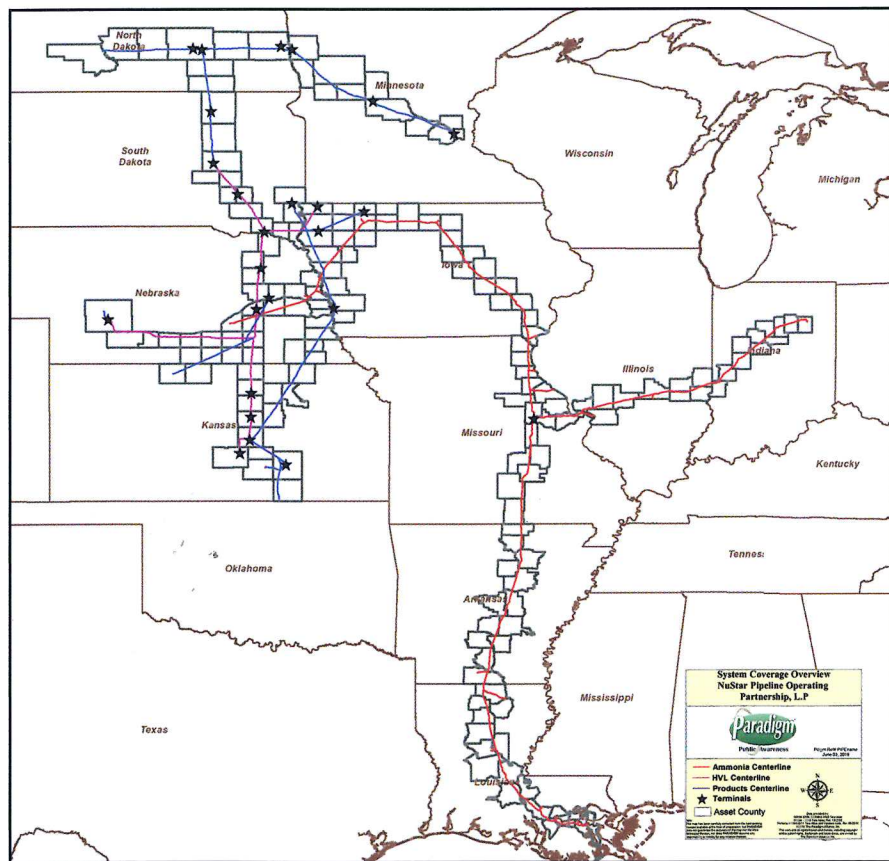
The goal of the NuStar Energy Pipeline Public Awareness Program is to enhance safety and environmental protection through increased public awareness and knowledge. Public awareness programs should raise the awareness of the affected public and key stakeholder audiences of the presence of pipelines in their communities and increase their understanding of the role of pipelines in transporting energy.

NUSTAR PIPELINE OPERATING PARTNERSHIP L.P.

NuStar Pipeline Operating Partnership L.P. is a subsidiary of NuStar Energy L.P. Our business unit consists of pipeline systems that transports refined petroleum products, including gasoline, diesel and propane throughout Kansas, Nebraska, Iowa, South Dakota, North Dakota and Minnesota. We also operate an anhydrous ammonia pipeline system in Louisiana, Arkansas, Missouri, Illinois, Indiana, Iowa and Nebraska. Anhydrous ammonia is primarily used as agricultural fertilizer and used as a feedstock to a number of industrial applications.

Please read and keep these important safety messages located in the brochure and company profile provided in the event you need to reference them in the future.

Contact us for more information about our Integrity Management Program or Emergency Response Plan.



Pipe sizes range from 4-16"

CONTACT US

Website: www.nustarenergy.com • Email: webmaster@nustarenergy.com

NuStar Energy L.P. Corporate Headquarters
19003 IH-10 West
San Antonio, TX 78257
Phone: (800) 866-9060 or (210) 918-2000

NuStar Regional Office
7340 West 21st St N
Wichita KS 67205
Phone: 316-773-9000

PRODUCTS TRANSPORTED

HIGHLY VOLATILE LIQUIDS

Product: Propane, Butane

Leak Type: Gas

Vapors: Initially heavier than air, spread along ground and may travel to source of ignition and flash back. Product is colorless, tasteless and odorless.

Health Hazards: Will be easily ignited by heat, sparks or flames and will form explosive mixtures with air. Vapors may cause dizziness or asphyxiation without warning and may be toxic if inhaled at high concentrations. Contact with gas or liquefied gas may cause burns, severe injury and/or frostbite. Fire may produce irritating and/or toxic gases.

Product: Anhydrous Ammonia

Leak Type: Gas

Vapors: Vapors are lighter than air and will generally rise and dissipate. In presence of moisture, vapors become heavier than air and may spread along ground or into low-lying areas where exposure could occur.

Health Hazards: Vapors are toxic and may be fatal if inhaled, ingested or absorbed through skin. Vapors are extremely irritating and corrosive. Contact with gas may cause burns, severe injury and/or frostbite.

HAZARDOUS LIQUIDS

Product: Diesel Fuel, Jet Fuel, Gasoline, Natural Gas Liquids

Leak Type: Liquid

Vapors: Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.

Health Hazards: Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

TERMINAL FACILITIES

Products we may store but do not transport:

HAZARDOUS LIQUIDS

Product: Bio-Fuel, Ethanol

Leak Type: Liquid

Vapors: Initially heavier than air and spread along ground and collect in low or confined areas. Vapors may travel to source of ignition and flash back. Explosion hazards indoors, outdoors or in sewers.

Health Hazards: Inhalation or contact with material may irritate or burn skin and eyes. Fire may produce irritating, corrosive and/or toxic gases. Vapors may cause dizziness or suffocation. Runoff from fire control or dilution water may cause pollution.

from the house of the Lord.

(Psalm 118:26)

We bless you



St. Clare's Monastery

421 South 4th Street
Sauk Rapids, MN 56379

Summer 2020

Dear Members of the Spring Lake Park Police Department,

Peace and blessings!

This brief communication today is simply an expression of our sorrow for all that you are suffering on the streets, in the media, and by whatever means negativity and hatred is being hurled at you.

Please know that there are many, many, many, who love and respect the good work that you do.

There are many, many, many who pray for you, your families and loved ones.

And there are many, many, many who lift you up daily in prayer to our Lord, begging your health, strength and protection from all hatred and harm.

Please know we count ourselves, however poor and insignificant we are, among these above-mentioned many.

Please persevere in your good work, hold your heads high and know that the Lord looks into the heart and repays each person according to his/her deeds.

May St. Michael the Archangel, Patron of Police, guide and protect you.

With respect, gratitude, and abundant prayers,

Mother Marie Immaculata, O.S.C.
Mother Marie Immaculata, O.S.C.,

and the Poor Clare Nuns of Sauk Rapids

