



**CITY COUNCIL REGULAR AGENDA**  
**MONDAY, APRIL 05, 2021**  
**CITY HALL at 7:00 PM**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. ADDITIONS OR CORRECTIONS TO AGENDA**
- 5. DISCUSSION FROM THE FLOOR**
- 6. CONSENT AGENDA**
  - A. Approval of Minutes - March 15, 2021 City Council Meeting
  - B. Mayor's Proclamation - Administrative Professionals Day - April 21, 2021
  - C. Right of Way Permit Applications - Centerpoint Energy (3)
  - D. Contractor's Licenses
- 7. DEPARTMENT REPORTS**
  - A. Public Works Report
  - B. Code Enforcement Report
- 8. ORDINANCES AND/OR RESOLUTIONS**
  - A. Resolution No. 21-13, Authorizing Execution of Amendment to Funding Loan Agreement in Connection with the Multifamily Housing Revenue Funding Note, Series 2017A and Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project),
  - B. Resolution 21-14, Approving a Rear Yard Variance to Allow Construction of a Deck at 7768 Lakeview Lane NE
  - C. Resolution 21-15, Granting Approval of Conditional Use Permit for Cargreen LLC at 1103 County Highway 10 NE
  - D. Resolution 21-16, Granting Approval of Conditional Use Permit for DPG Inc, dba Fish-lectronics, at 1109 County Highway 10 NE
- 9. NEW BUSINESS**
  - A. Authorize Hiring Process for Recreation Program Supervisor
  - B. Authorize Hiring Process for Recreation Registration Specialist
  - C. Award Bid for 2021 Seal Coat Project
  - D. Approve Proposal for Risk and Resiliency Assessment and Emergency Response Plan Preparation
  - E. Approval to Excavate Pond at 83rd Avenue and Fillmore Street NE
  - F. Request to Schedule Council Work Session

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

**10. REPORTS**

- A. Attorney's Report
- [B.](#) Engineer's Report
- C. Administrator Report

**11. OTHER**

- [A.](#) Correspondence
- B. Request for Closed Session to Discussion Possible Sale of City Owned Property at Lot 2 Block  
1 McKinley Manor Addition

**12. ADJOURN**

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

### **DISCUSSION FROM THE FLOOR**

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

### **PUBLIC HEARINGS**

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

The following format will be used to conduct the hearing:

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

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

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



## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on March 15, 2021 at the City Hall, at 7:00 PM.

### 1. CALL TO ORDER

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

### 2. ROLL CALL

#### PRESENT

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

#### ABSENT

Councilmember Brad Delfs

#### STAFF PRESENT

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

### 3. PLEDGE OF ALLEGIANCE

### 4. ADDITIONS OR CORRECTIONS TO AGENDA

Administrator Buchholtz requested that a Temporary Liquor License application for the Spring Lake Park Lions for Tower Days be added as Item 6.H. He requested that the Contractor's Request for Payment No. 3 for 525 Osborne Road Utility Project be added as item 6. I.

### 5. DISCUSSION FROM THE FLOOR - None

### 6. CONSENT AGENDA

- A. Approval of Minutes - March 1, 2021 City Council Meeting
- B. General Operations Disbursements #21-03 \$308,373.54
- C. Resolution 21-12, Expressing Support for Legislation Regulating the Sale of Catalytic Converters to Scrap Metal Dealers
- D. Application for Payment #5 from Magney Construction - Arthur Street Water Treatment Plan Repairs
- E. Data Practices Policy
- F. Contractor's Licenses
- G. Sign Permit
- H. Approval of Temporary Liquor License- Spring Lake Park Lions – Tower Days 2021

I. Contractor's Request for Payment No. 3 – 525 Osborne Road Utility Project

Councilmember Goodboe-Bisschoff spoke in favor of Resolution 21-12, Expressing Support for Legislation Regulating the Sale of Catalytic Converters to Scrap Metal Dealers, and thanked the other Councilmembers for their support.

Motion made by Councilmember Goodboe-Bisschoff to approve the Consent Agenda.

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

**7. DEPARTMENT REPORTS**

A. Police Report

Police Chief Ebeltoft reviewed his monthly staff report. He reported the Police Department has been receiving an uptick in complaints from residents receiving phone call scams. He advised residents to be cautious and inquisitive of any information they provide and to let the Police Department know when they receive a call.

Councilmember Wendling inquired if the Police Federation fundraising calls that are often received by himself and residents are legitimate calls. Chief Ebeltoft stated that a good portion could be scam calls and recommended again to proceed with caution. He advised that it would be best to state to the caller that the resident supports their local Police Department.

B. Parks and Recreation Report

Parks and Recreation Director Okey provided the monthly program statistics and reported that softball registration has started and will continue until practices begin. She reported that staff met with WSB for the Park Master Plan kickoff meeting. She reported that a resident survey regarding the parks, amenities and events will be included in the next water bill that is sent out. She encouraged residents to fill out the survey. She reported that the link to the survey is available on the Parks and Recreation web page. She stated that the survey can be formatted to assist anyone.

Ms. Okey reported that the Towers Days Committee met and is continuing to plan events. She stated that Tower Days will be different this year to assure that safety is the number one priority. She reported that this time, there will not be a parade and many of the other events will be limited. She stated that bingo and the car show will be moved to the VFW and the fireworks display will be held however, residents will have to view the show from their vehicle. She reported that the craft and business vendor show will not take place.

Councilmember Goodboe-Bisschoff inquired if pictures of the inside of the park buildings could be viewed on the survey. Ms. Okey stated that it is not possible to view the inside of

the buildings however; the residents can choose a specific park location to add their comments or suggestions.

Mayor Nelson reported that the Council had toured the parks and he thanked Ms. Okey for preparing the survey and getting it out to the residents. He encouraged residents to take the time to fill it out.

## 9. NEW BUSINESS

### A. Authorize Police Chief Selection Process

Administrator Buchholtz reviewed the staff memo. He reported that discussion took place at a Council Work Session and it was decided to conduct an internal selection process for the next Police Chief. He provided the Council with the components of the process.

Motion made by Councilmember Wendling to authorize Police Chief Selection process.

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

## 10. REPORTS

### A. Attorney's Report - None

### B. Engineer's Report

Engineer Gravel's staff report was provided in the Council packet.

### C. Administrator Report

Administrator Buchholtz reported that he participated in the North Metro TV Cable meeting. He stated that cable franchise agreement is currently being negotiated. He stated that it contains uncertainties due to a Court appeal to new FCC guidelines. He stated that either an extension of the current agreement or a new agreement will be presented to the City Council in the future.

Administrator Buchholtz reported that the Public Works Department staff was added to the COVID-19 vaccine wait list through Anoka County.

## 11. OTHER

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

Motion made by Councilmember Wendling to close the meeting pursuant to Minnesota Statue 13D.05(3), Attorney-Client Privilege to discuss Garfield Pond project.

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

The meeting closed at 7:27 PM.

The City Council reconvened at 7:48 PM.

Attorney Thames reported that the City Council went into closed session to recommend approval of Settlement Agreement and Release regarding Garfield Pond.

Motion made by Councilmember Wendling to approve Settlement Agreement and Release between Mike and Diane Domino and the City.

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

B. Correspondence

Mayor Nelson reported that the pork chop dinner will take place on the fourth Monday of the month at Kraus-Hartig VFW. He stated that Tuesday is burger night at the VFW and is sponsored by the Yellow Ribbon Committee.

**12. ADJOURN**

Motion made by Councilmember Wendling to adjourn.

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

The meeting adjourned at 7:52 PM.

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Robert Nelson, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer





**MAYOR'S PROCLAMATION**  
**ADMINISTRATIVE PROFESSIONALS DAY**  
**APRIL 21, 2021**

**WHEREAS**, in keeping with the tradition of their profession, administrative professionals play an essential role in coordinating the office operations of businesses, government agencies, educational institutions and other organizations; and

**WHEREAS**, the efforts of these professionals and their contributions are significant; and

**WHEREAS**, the work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and most importantly, have the willingness to learn and accept new challenges, and

**WHEREAS**, Administrative Professionals Day is observed annually in workplaces around the world to recognize the important contributions of administrative staff, and

**WHEREAS**, citizens depend on the municipal administrative professionals for the role they play in the provision of public services; and

**NOW, THEREFORE**, I, Robert Nelson, Mayor of the City of Spring Lake Park, do hereby proclaim April 21, 2021 as Administrative Professionals Day in the City of Spring Lake Park and do hereby thank these administrative professionals for their valuable contributions in the workplace.

Dated this 5<sup>th</sup> day of April, two thousand twenty-one.

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

ATTEST:

\_\_\_\_\_  
Daniel R. Buchholtz, City Clerk





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# 97247925

MGC# 21-988

**NAME/COMPANY:** CENTERPOINT ENERGY

**GOPHER 1-CALL REG. NO.:** 0029

**ADDRESS:** 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

**PHONE:** 612-321-5532

**FAX:**

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

**NAME OF REPRESENTATIVE:** JODY COX

**REPRESENTATIVE PHONE NO'S.:** 612-321-5532

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

INSTALL A NEW GAS SERVICE

TO: 7818 MONROE ST NE

**START DATE:** 4/5/2021

**COMPLETION DATE:** 10/31/2021

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

**EXPLANATION OF RESTORATION:**

OK 3-16-21  
R

Authorized Representative Signature

Please waive permit fees per franchise agreement

3/16/2021

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.

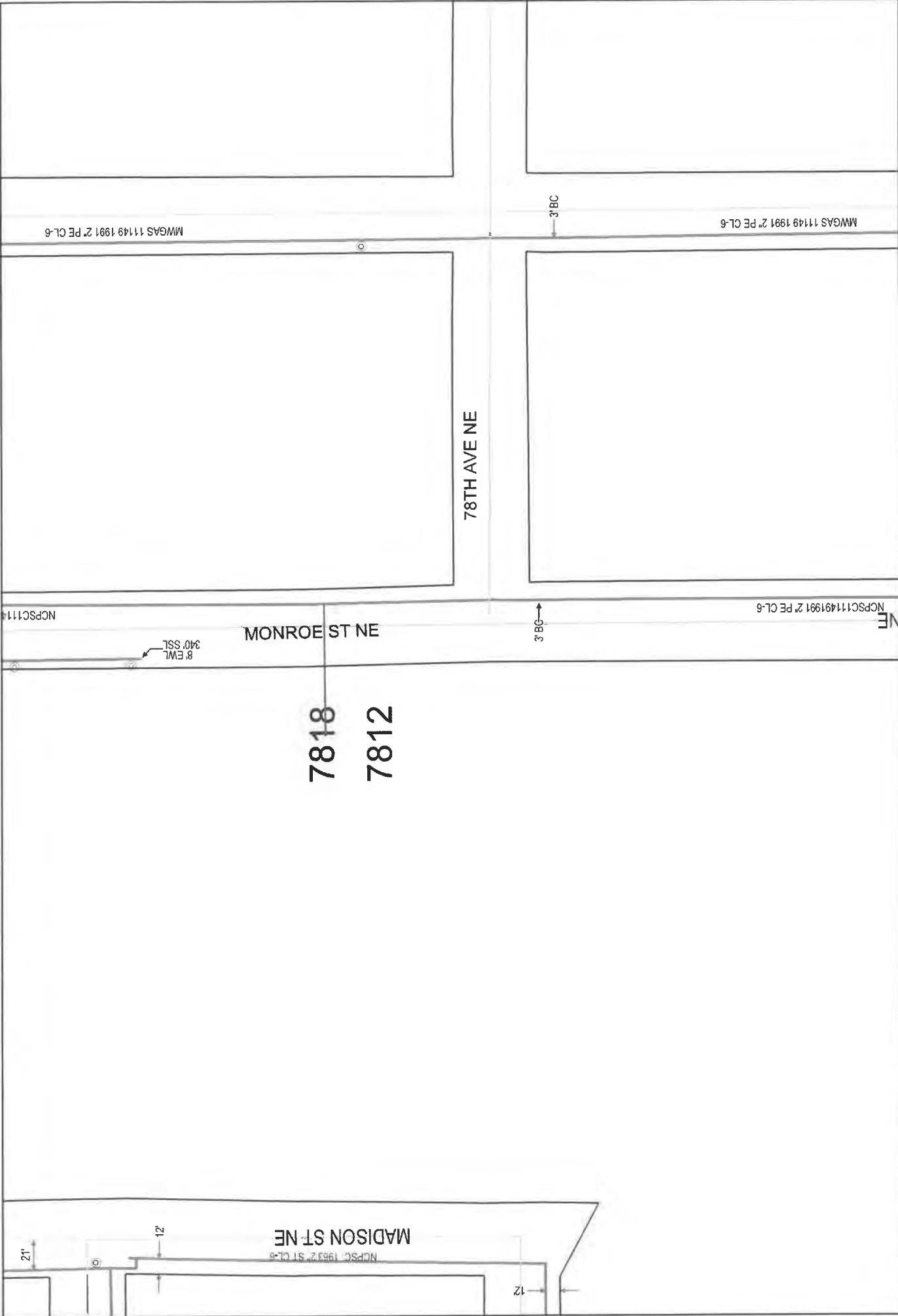
Receipt No.:

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.



Plotted by: i217774

Plot Date: 3/1/2021

7812 AND 7818 MONROE ST NE

SPRING LAKE PARK, MN 55432

Scale: 1" : 100'



North



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# 97247112

MGC# 21-987

**NAME/COMPANY:** CENTERPOINT ENERGY

**GOPHER 1-CALL REG. NO.:** 0029

**ADDRESS:** 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

**PHONE:** 612-321-5532

**FAX:**

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

**NAME OF REPRESENTATIVE:** JODY COX

**REPRESENTATIVE PHONE NO'S.:** 612-321-5532

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

INSTALL A NEW GAS SERVICE

TO: 7812 MONROE ST NE

**START DATE:** 4/5/2021

**COMPLETION DATE:** 10/31/2021

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

**EXPLANATION OF RESTORATION:**

OK - 3-16-21  
TR

Authorized Representative Signature

Please waive permit fees per franchise agreement

3/16/2021

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.

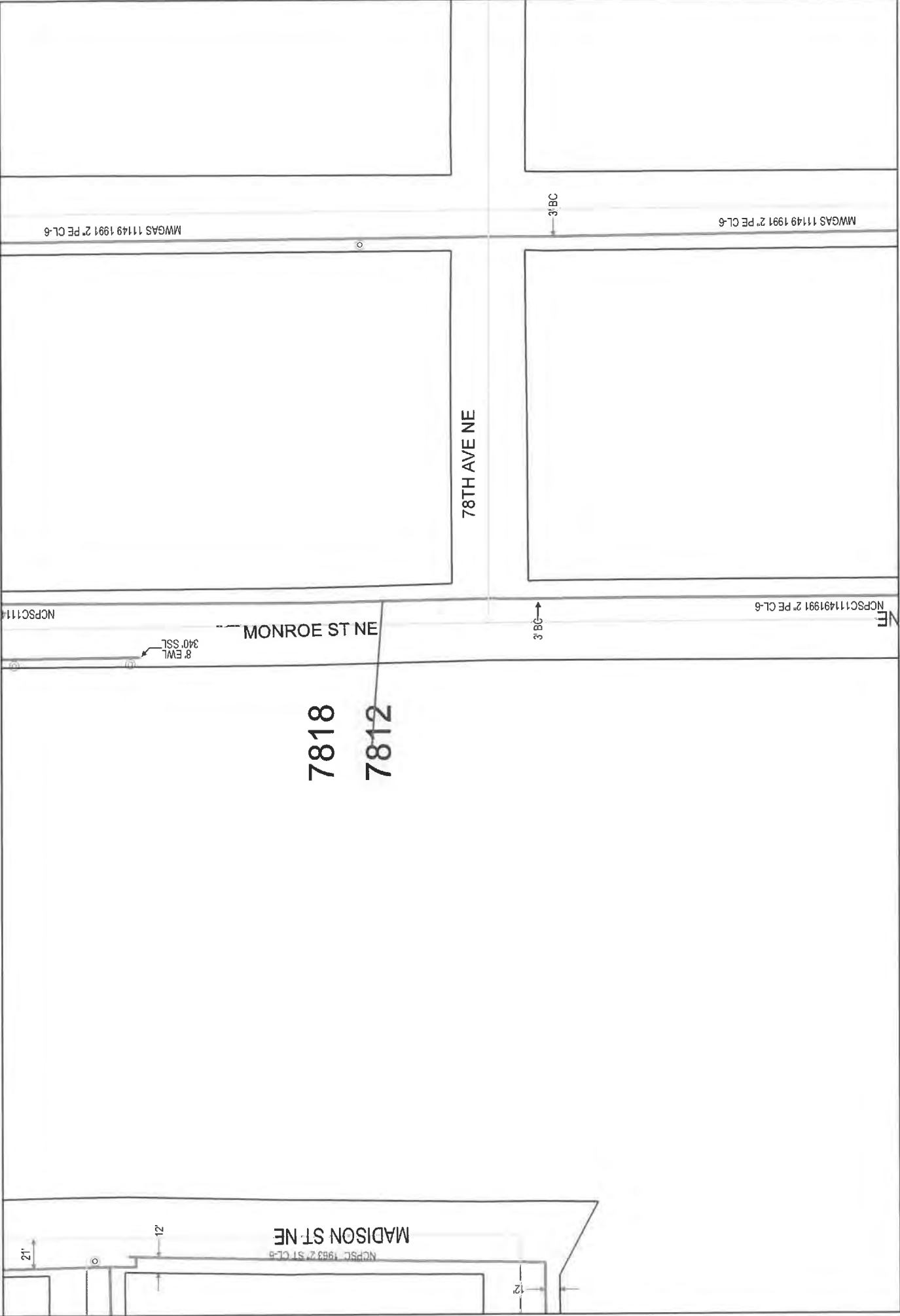
Receipt No.:

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.



Plotted by: i217774

Plot Date: 3/1/2021

7812 AND 7818 MONROE ST NE  
SPRING LAKE PARK, MN 55432

Scale: 1" : 100'  
CenterPoint Energy  
North



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# 97380840

MGC# 21-986

**NAME/COMPANY:** CENTERPOINT ENERGY

**GOPHER 1-CALL REG. NO.:** 0029

**ADDRESS:** 700 LINDEN AVE W, MINNEAPOLIS, MN 55403

**PHONE:** 612-321-5532

**FAX:**

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

**NAME OF REPRESENTATIVE:** JODY COX

**REPRESENTATIVE PHONE NO'S.:** 612-321-5532

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

INSTALL A NEW GAS SERVICE

TO: 7824 MONROE ST NE

**START DATE:** 4/5/2021

**COMPLETION DATE:** 10/31/2021

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

**EXPLANATION OF RESTORATION:**

*O.K. 3/16/21  
TJ*

Authorized Representative Signature

Please waive permit fees per franchise agreement

3/16/2021

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.

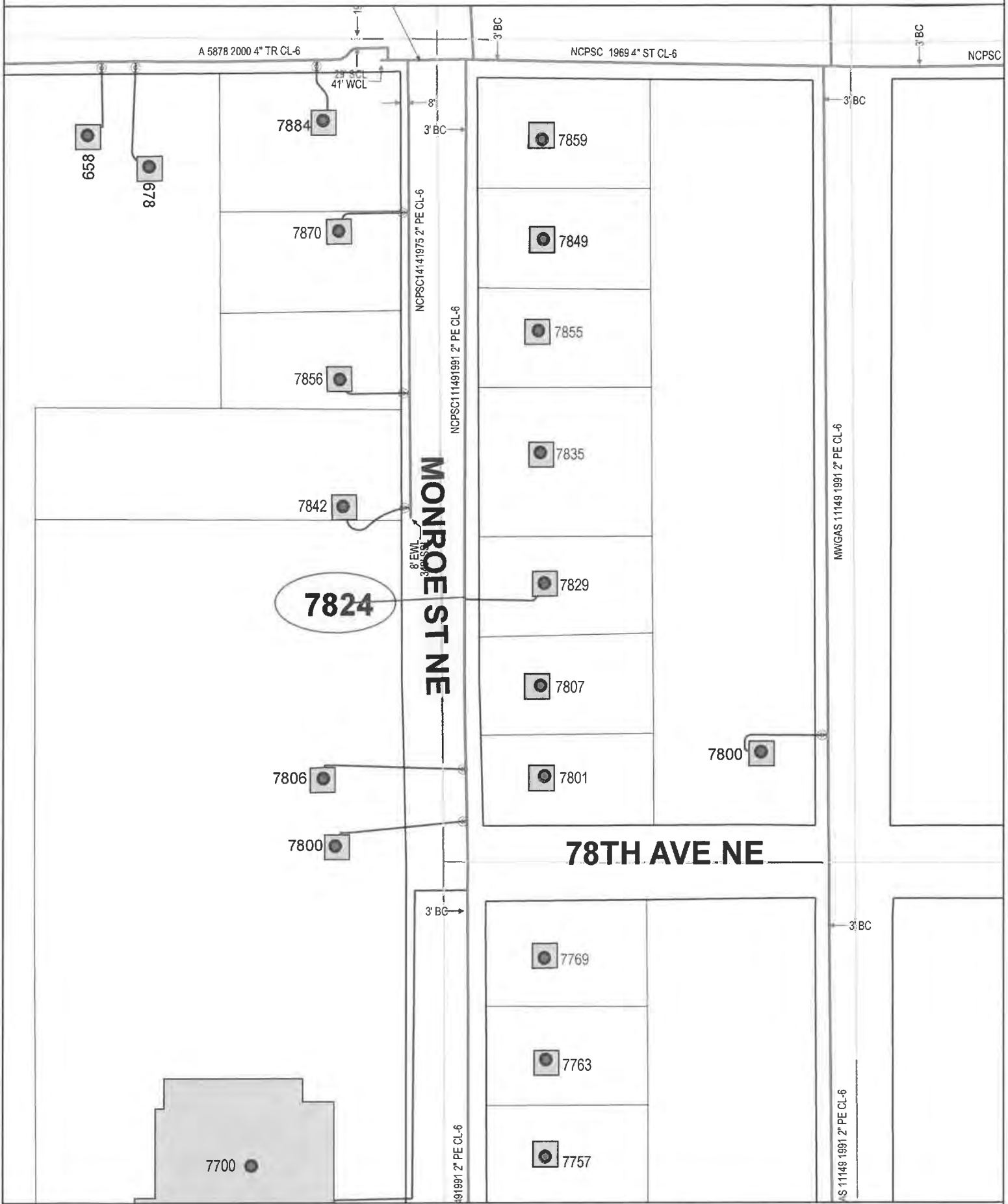
Receipt No.:

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.



Plotted by: i221539

Plot Date: 3/10/2021

7824 MONROE ST NE  
SPRING LAKE PARK

Scale: 1" : 100'





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

Contractor's Licenses

April 5, 2021

2020-2021 License

General

Stone Construction

Roofing

BL Dalsin Roofing

2021-2022 License

Blacktopping Contractor

C & S Blacktopping, Inc.

General Contractor

Classic Construction of Cedar MN, Inc.

Kraus-Anderson Construction Co.

Northland Fence

Patrick Miller Construction

Hampton Construction

Minnesota Petroleum Service, Inc.

North Star Fence, Inc.

Premise, Inc.

Mechanical Contractor

Air Mechanical

Blue Ox Heating and Air

Corval Constructors, Inc.

Genz-Ryan Plumbing & Heating

Hero Home Services, Inc dba Hero

Aquarius Home Services

Bonfe's Plumbing, Heating and Air

Dean's Professional

Harris St. Paul, Inc.

Home Energy Center

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

Contractor's Licenses

April 5, 2021

Larson Plumbing, Inc.	McDowall Company
Metro Home Insulation, LLC	MSP Plumbing and Heating
Pronto Heating and Air	South-Town Refrigeration
St. Cloud Refrigeration dba SCR	Tim's Quality Plumbing, Inc.

Plumbing Contractor

Air Mechanical	Aquarius Home Services
Bonfe's Plumbing, Heating and Air	Century Plumbing, Inc.
Corval Constructors, Inc.	Dean's Professional
Genz-Ryan Plumbing and Heating	Harris St. Paul, Inc.
Hero Home Services, Inc. dba Hero	Ike's Plumbing and Drain
Larson Plumbing, Inc.	MSP Plumbing and Heating
Pronto Heating and Air	Rick's Plumbing, Inc.
Tim's Quality Plumbing, Inc.	

Roofing Contractor

All Elements, Inc.	BL Dalsin Roofing
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Sewer and Water Contractor

Meiny's Diggers, Inc.	Rick's Plumbing, Inc.
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Sign Contractor

DeMars Signs	Nesper Sign Advertising
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City of Spring Lake Park  
1301 81st Avenue NE  
Spring Lake Park, MN 55432

## Contractor's Licenses

April 5, 2021

### Tree Contractor

A to Z Tree Care, LLC.

Central MN Tree Service

Precision Landscape & Tree

Arbor Tree Service

Neighborhood Tree Care, LLC.

Steve's Quality Tree Service





## 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

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# REPORT

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**TO:** Spring Lake Park City Council  
**FROM:** Jeff Baker, Code Enforcement Director  
**RE:** Code Enforcement Monthly Report for March 2021  
**DATE:** March 31, 2021

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The Spring Lake Park Code Enforcement department is the authority having jurisdiction for all building, mechanical, plumbing, fire, rental, property, nuisance, and zoning codes within Spring Lake Park.

In March, a total of 22 building, 2 Certificate of Occupancy, 1 Fire Alarm, 1 Fire Suppression, 3 mechanical, 4 plumbing, 2 sign and 2 zoning for a total of 37 permits issued compared to a total of 28 in 2020. Code Enforcement conducted 120 inspections in the month of March including 17 rental, 12 fire, 55 Building and 36 nuisance inspections.

20 Administrative Offense tickets were issued, 4 of them were for not renewing their 2021 rental license and 16 were for a nuisance or CUP violation.

I have been working diligently on the Housing Maintenance Rental Policy. That will be ready for Council to see at our next work shop.

#### **Construction Update:**

7800 and 7806 Monroe Street have been completed. 7806 Monroe is on the Parade of Homes. The foundations of 7812 and 7818 have been dug and are on their way!

Hy-Vee has had multiple final inspections done. They are getting very close to receiving their Temporary Certificate of Occupancy so that they can start stocking the shelves and training employees. I was able to do a walkthrough with the daytime employees of the SBM fire department so they could get familiar with all the Life Safety measures installed in the building.

Suite Living – 525 Osborne Rd have submitted their plans for review. I have looked them over and it seems to be very in depth and straight forward.

In March of 2021, I also attended the following appointments:

- Met with the owner of 8301 Sunset to agree on nuisance compliance March 1<sup>st</sup>.
- City Council meetings March 1<sup>st</sup>.
- Department head meeting March 2<sup>nd</sup>.
- Planning Commission meeting March 22<sup>nd</sup>.
- Hy-Vee walk through with the SBM Fire Department March 31<sup>st</sup>.

This concludes the Code Enforcement Department monthly report for March 2021. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.



**RESOLUTION NO. 21-13**

**CITY OF SPRING LAKE PARK  
COUNTIES OF ANOKA AND RAMSEY  
STATE OF MINNESOTA**

**RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO FUNDING LOAN AGREEMENT IN CONNECTION WITH THE MULTIFAMILY HOUSING REVENUE FUNDING NOTE, SERIES 2017A (LEGENDS OF SPRING LAKE PARK PROJECT) AND TAXABLE MULTIFAMILY HOUSING REVENUE FUNDING NOTE, SERIES 2017B (LEGENDS OF SPRING LAKE PARK PROJECT)**

**WHEREAS**, the City of Spring Lake Park, Minnesota (the “City”), is a statutory city and political subdivision organized and existing under the Constitution and laws of the State of Minnesota;

**WHEREAS**, on July 11, 2017, the City Council of the City (the “Council”) issued and sold to Citibank, N.A. (the “Funding Lender”) its (i) Multifamily Housing Revenue Funding Note, Series 2017A (Legends of Spring Lake Park Project) in the original aggregate principal amount of \$22,242,684 and (ii) its Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project) in the original aggregate principal amount of \$10,770,000 (together, the “Funding Notes”), pursuant to Minnesota Statutes, Chapter 462C, as amended, and the terms of that certain Funding Loan Agreement dated as of July 1, 2017 (the “Original Funding Loan Agreement”), by and among the City, the Funding Lender, and U.S. Bank National Association, a national banking association (the “Fiscal Agent”);

**WHEREAS**, the City loaned the proceeds derived from the sale of the Funding Notes to Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), pursuant to a Borrower Loan Agreement, dated as of July 1, 2017 (the “Borrower Loan Agreement”), between the City and the Borrower, to finance the costs of the acquisition, construction and equipping of a 194-unit multifamily housing residential rental project spread over four stories, with one level of underground parking, located at 1066 county Highway 10 in the City, and known as “Legends of Spring Lake Park;”

**WHEREAS**, the Funding Lender has begun to securitize portions of its affordable multifamily housing loan portfolio to free up capital for the origination of new affordable multifamily housing loans;

**WHEREAS**, in order to accommodate the structure of the Funding Lender’s securitization program, the Funding Lender has requested that the City approve an Amendment to Funding Loan Agreement (the “Amendment”), dated as of February 1, 2021, a form of which has been presented before the Council, to, among other things, modify the provisions related to securitization.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota (“City”) as follows:

1. The City hereby approves the Amendment substantially in accordance with the terms set forth in the form presented to the Council, together with any related documents necessary in connection therewith, and hereby authorizes the Mayor and the City Administrator-Clerk-Treasurer of the City to negotiate the final terms thereof and, in their discretion and at such time as they may deem appropriate, to execute the Amendment on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder

2. All of the provisions of the Amendment, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof.

3. The approval hereby given to the Amendment includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the City as, in the opinion of legal counsel to the City, may act in their behalf.

4. The authority to approve, execute and deliver future amendments to financing documents entered into by the City in connection with the Amendment is hereby delegated to the Mayor and the City Administrator-Clerk-Treasurer of the City, subject to the following conditions: (a) such amendments do not require the consent of the holders of the Funding Notes, or such consent has been provided; (b) such amendments do not materially adversely affect the interests of the City; (c) such amendments do not contravene or violate any policy of the City; (d) such amendments are acceptable in form and substance to the City Attorney or other counsel retained by the City to review such amendments; and (e) the City has received an opinion of bond counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on any of the Funding Notes. The authorization hereby given shall be further construed as authorization for the execution and delivery of such related items as may be required to demonstrate compliance with the agreements being amended and the terms of this Resolution. The execution of any instrument by the Mayor and the City Administrator-Clerk-Treasurer of the City shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Mayor and the City Administrator-Clerk-Treasurer of the City, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the City authorized to act in their place and stead

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

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



And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 5th day of April, 2021.

APPROVED BY:

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Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator-  
Clerk-Treasurer

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

I, Daniel R. Buchholtz, duly appointed and qualified City Administrator-Clerk-Treasurer in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby certify that the foregoing is a true and correct copy of Resolution No. 21-13, A Resolution Authorizing Execution of Amendment to Funding Loan Agreement in Connection with the Multifamily Housing Revenue Funding Note, Series 2017A (Legends of Spring Lake Park Project) and Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project), adopted by the City Council of the City of Spring Lake Park at their regular meeting on the 5th day of April, 2021.

(SEAL)

\_\_\_\_\_  
Daniel R. Buchholtz, City Administrator-Clerk-  
Treasurer

\_\_\_\_\_  
Date



# Memorandum

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

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

**Date:** March 4, 2021

**Subject:** Amendment to Funding Loan Agreement in connection with Multifamily Revenue Funding Note, Series 2017A and Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park project)

**Background:**

The City previously issued the above referenced obligations (the “Funding Notes”) pursuant to a Funding Loan Agreement dated as of July 1, 2017 (the “Original Funding Loan Agreement”), by and among the City, Citibank, N.A. (the “Citibank”), and U.S. Bank National Association, as the Fiscal Agent. Citibank purchased the Funding Notes and the City loaned the proceeds thereof to Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, to finance the costs of a multifamily housing residential rental project in the City known as “Legends of Spring Lake Park.”

Citibank has recently begun utilizing a program of grouping a mix of loans made for affordable housing developments that are now completed, occupied, and performing well, then selling investors shares in that loan portfolio (i.e. securitization). By selling shares in a loan portfolio to other investors, Citibank frees up some of their cash that can then be used to originate new affordable multi-family housing loans.

While the concept of securitization and loan transfers was included in the Original Funding Loan Agreement, the original language did not contemplate the securitization structure Citibank is proposing to use which, among other things, would permit them to sell securitized interests in the loan portfolio to any investor as long as the investment gets a BBB- or better rating. Specifically, the amendment they are requesting allows for the following:

- In addition to transfers of interests in the Funding Notes to the entities currently permitted under the Original Funding Loan Agreement, the requested changes would permit transfers of interests in the Funding Notes to (1) a governmental entity or (2) a trust or custodial arrangement established by Citibank, or an affiliate, or a governmental entity, as long as any beneficial interests that are issued and secured by the loans are either (a) purchased by a “qualified institutional buyer” (as defined under securities laws) or (b) rated BBB- or higher (investment grade) – in which case any investor could invest.

- Removing the requirement that any investor hold at least 15% of the loan amount (the “Minimum Beneficial Ownership Amount”) for permitted transfers; and
- Removing the requirement for investor letters (also referred to as transferee representations) for permitted transfers.

**Recommended Action:**

The City’s Bond Counsel, Kennedy & Graven, has reviewed the proposed Amendment to Funding Loan Agreement (the “Amendment”), and finds that the changes are consistent with provisions now being included routinely in more recent transactions. Bond Counsel recommends the City Council’s approval of Resolution No. 21-13 authorizing the City’s execution of the Amendment and the changes described above.

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

## Daniel Buchholtz

---

**From:** Krinsky, Barry <barry.krinsky@citi.com>  
**Sent:** Monday, March 1, 2021 11:29 AM  
**To:** Daniel Buchholtz; apratt@eckbergglammers.com;; dburns@eckbergglammers.com; tloonan@eckbergglammers.com; ometz@Dominiuminc.com  
**Cc:** Zlotoff, Jacob  
**Subject:** Legends of Spring Lake Park  
**Attachments:** Amendment to FLA - Legends of Spring Lake Park.docx

Daniel, Andrew, Daniel, Tom and Owen;

Citi is requesting to amend its Funding Loan Agreement (FLA) from our previous back-to-back affordable housing lending transaction with the City of Spring Lake Park. We have recently begun to securitize portions of our tax-exempt loan portfolio to free up capital for the origination of new affordable multi-family housing loans, and have created a securitization structure where a pool of seasoned loans are sold in the municipal market. While the concept of securitization and loan transfers was included in the original FLA, the original language did not contemplate this specific type of securitization structure. The requested amendments modify the transfer provisions of the FLA to accommodate this structure.

Specifically, the amendment allows for the following:

- Transfers to (i) a governmental entity or (ii) a trust or custodial arrangement established by a governmental entity, as long as any beneficial interests that are issued and secured by the loans are either (a) rated BBB- or higher (investment grade) or (b) purchased by a QIB;
- Removing the Minimum Beneficial Ownership Amount requirement for such transfers (and such transfers only); and
- Removing the requirement for investor letters (also referred to as transferee representations in some of the tax-exempt loan deals) for such transfers (and such transfers only).

No other aspect of the agreement or the deal structure is changing. Citi will be retained as the Servicing Advisor for the securitization, so the borrower and the governmental lender will continue to interact with Citi on an ongoing basis. All fees currently owed to the governmental lender will remain the same.

Ultimately, Citi believes that securitizing performing, well secured, seasoned, permanent loans on a pooled basis (with full disclosure documentation and investment grade ratings) will:

- create greater liquidity and reduce costs for affordable housing developments,
- ensure continued competition in the affordable housing finance market, and
- develop more affordable housing in your community.

Enclosed you will find the proposed amendment. To date, we have executed these amendments with more than 35 governmental lenders across the country for more than 350 loans. Furthermore, Citi will cover any third-party legal costs incurred in the review of these amendments.

If there are any questions, please don't hesitate to reach out.  
Thanks in advance,

Barry & Jacob

**Barry Krinsky**  
National Production Manager

Director | Citi Community Capital

7400 W Camino Real Ste 130-A, Boca Raton, FL 33433

Phone: 561-347-3254

[Barry.Krinsky@citi.com](mailto:Barry.Krinsky@citi.com)

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

**Citi Community Capital is the largest affordable housing lender according to *Affordable Housing Finance* for the 10<sup>th</sup> consecutive year.** [Click here to read more.](#)

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**AMENDMENT TO FUNDING LOAN AGREEMENT**

by and among

**CITIBANK, N.A.,**  
as the Funding Lender

and

**CITY OF SPRING LAKE PARK, MINNESOTA,**  
as the Governmental Lender

and

**U.S. BANK NATIONAL ASSOCIATION,**  
as the Fiscal Agent

dated as of February 1, 2021

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relating to:

\$22,242,684  
Original Principal Amount  
City of Spring Lake Park, Minnesota  
Multifamily Housing Revenue Funding Note, Series 2017A  
(Legends of Spring Lake Park Project)

and

\$10,770,000  
Original Principal Amount  
City of Spring Lake Park, Minnesota  
Taxable Multifamily Housing Revenue Funding Note, Series 2017B  
(Legends of Spring Lake Park Project)

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**AMENDMENT TO FUNDING LOAN AGREEMENT**

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## AMENDMENT TO FUNDING LOAN AGREEMENT

This **AMENDMENT TO FUNDING LOAN AGREEMENT** dated as of February 1, 2021 (this "**Amendment**"), by and among **CITIBANK, N.A.** (together with any successor to its rights, duties and obligations hereunder, the "**Funding Lender**"), **CITY OF SPRING LAKE PARK, MINNESOTA** (together with any successor to its rights, duties and obligations hereunder, the "**Governmental Lender**") and **U.S BANK NATIONAL ASSOCIATION** (together with any successor to its rights, duties and obligations hereunder, the "**Fiscal Agent**").

A. Pursuant to the terms of that certain Funding Loan Agreement dated as of July 1, 2017 (the "**Original Funding Loan Agreement**"), the Governmental Lender issued its promissory note in the maximum principal amount of \$22,242,684 and its promissory note in the maximum principal amount of \$10,770,000 (collectively, the "**Funding Notes**").

B. The proceeds of the Funding Notes were used to fund a loan in the total principal amount of \$33,012,684 to Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "**Borrower**") from the Governmental Lender pursuant to that certain Borrower Loan Agreement dated as of July 1, 2017, by and between the Governmental Lender and the Borrower for the purposes described therein.

C. The Funding Lender is now the holder of the Funding Notes and is the Funding Lender under the Original Funding Loan Agreement.

D. The Funding Lender, the Governmental Lender and the Fiscal Agent have agreed to make certain changes to the Original Funding Loan Agreement.

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

Section 1.1. Definitions. The capitalized words and terms used in this Amendment shall have the meanings as set forth in the Original Funding Loan Agreement, unless the context or use indicates a different meaning or intent, or unless a different meaning is ascribed to them herein.

Section 1.2. Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to included correlative words of the plural number and vice versa. This Amendment and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.3. Titles and Headings. The title and headings of the articles and sections of this Amendment have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Amendment or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### AMENDMENTS

Section 2.1. Amendment to Article I. Section 1.1 of the Original Funding Loan Agreement is hereby amended by deleting the definition for “*Approved Transferee*” in its entirety and replacing it with the following:

“Approved Transferee” means (1) a “qualified institutional buyer” (“QIB”) as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the “Securities Act”) that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates or any state or local government or any agency or entity which is a political subdivision of a federal, state or local government (a “Governmental Entity”), in each case (i) the beneficial interests in which will be owned only by QIBs or (ii) the beneficial interests in which will be rated in the “BBB” category or higher without regard to modifier (or the equivalent investment grade category) by at least one nationally recognized rating agency, or (4) a Governmental Entity.

Section 2.2. Amendments to Article II. Section 2.5(b) of the Original Funding Loan Agreement is hereby deleted in its entirety and replaced with the following paragraph:

The Funding Lender shall have the right to sell (i) the Funding Notes and the Funding Loan or (ii) any portion off or a participation interest in the Funding Notes and the Funding Loan, to the extent permitted by paragraph (f) of this Section 2.5, provided that such sale shall be only to Approved Transferees that execute and deliver the Required Transferee Representations to the Funding Lender and the Governmental Lender; provided, however, that no Required Transferee Representations shall be required to be delivered by transferees or beneficial interest holders described in clauses (3) or (4) of the definition of “Approved Transferee.”

Section 2.5(f) of the Original Funding Loan Agreement is hereby amended by adding the following proviso to the end:

provided, however, that beneficial ownership interests in the Funding Notes and Funding Loan described in clause (3) of the definition of “Approved Transferee” may be sold in any amount without regard to the Minimum Beneficial Ownership Amount.

Section 2.3. Amendment to add new Exhibit B, a form of Required Transferee Representations.

Exhibit B to the Original Funding Loan Agreement shall be amended and restated as follows:

### EXHIBIT B

#### FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

\_\_\_\_\_, 20\_\_

City of Spring Lake Park  
1301 81<sup>st</sup> Avenue Northeast  
Spring Lake Park, Minnesota 55432  
Attention: City Administrator

U.S. Bank National Association  
60 Livingston Avenue, 3<sup>rd</sup> Avenue  
EP-MN-WS3C  
Satin Paul, Minnesota 55107-2292  
Attention: Dan Sheff, Vice President

Re: Loan in the Maximum Amount of \$33,012,684 from Citibank, N.A. (the “Funding Lender”) to the City of Spring Lake Park, Minnesota (the “Governmental Lender”) under a Funding Loan Agreement dated as of July 1, 2017 (the “Funding Loan Agreement”), among the Funding Lender, U.S. Bank National Association, as fiscal agent (the “Fiscal Agent”) and the Governmental Lender (the “Funding Loan”) evidenced by that certain \$22,242,684 City of Spring Lake Park, Minnesota Multifamily Housing Revenue Funding Note, Series 2017A (Legends of Spring Lake Park Project) and \$10,770,000 City of Spring Lake Park, Minnesota Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project), each dated July 11, 2017 (the “Funding Notes”)

The Funding Lender has made the Funding Loan to the Governmental Lender which is evidenced by the Funding Notes. As the holder (the “Holder”) of the Funding Notes executed and delivered under the Funding Loan Agreement, the undersigned hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Funding Loan. We are able to bear the economic risks of such investment.

2. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Funding Notes and the security therefor so that, as a reasonable lender, the Holder has been able to make its decision to make the Funding Loan and to acquire the Funding Notes.

The Holder acknowledges that it has not relied upon the addressees hereof for any information in connection with the Holder’s purchase of the Funding Notes. In addition, the Funding Lender has not relied upon the use of any offering memorandum, placement memorandum or any other similar document with regards to its decision to make the Funding Loan and to acquire the Funding Notes. The holder is making its decision to make the Funding Loan to the Governmental Lender directly through its credit review and due diligence concerning the Project. The undersigned is acquiring the Funding Notes directly from the Governmental Lender and not through a placement of the Funding Notes with the Holder through any financial institution actin as an intermediary between the Governmental Lender and the Holder.

3. The Holder is an Approved Transferee.

4. The Holder acknowledges that it is making the Funding Loan and purchasing the Funding Notes for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Funding

Loan; provided, however, that the Holder may sell or transfer the Funding Notes and the Funding Loan as provided in Section 2.5 of the Funding Loan Agreement.

5. The Holder will not utilize any placement memorandum in connection with any sale or transfer of the Funding Notes without providing the Governmental Lender with a draft of any placement memorandum to be provided to any subsequent buyer or beneficial owners of such portion of the Funding Notes evidencing the Funding Loan, and the Governmental Lender shall have the right to approve any description of the Governmental Lender therein (which approval shall not be unreasonably withheld).

6. The Holder understands that the Funding Notes are a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged and assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Funding Notes are expressly limited as set forth in the Funding Loan Agreement and related documents.

7. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

### ARTICLE III

#### MISCELLANEOUS

Section 3.1. Ratification of the Original Funding Loan Agreement. Except as supplemented and amended hereby, the Original Funding Loan Agreement is in all respects ratified and confirmed and the Original Funding Loan Agreement as so supplemented and amended hereby shall be read, taken and construed as one and the same instrument. Except insofar as herein otherwise expressly provided, all the provisions, definitions, terms and conditions of the Original Funding Loan Agreement as supplemented and amended hereby, shall be deemed to be incorporated in, and made a part of, this Amendment, and the Original Funding Loan Agreement as supplemented and amended by this Amendment and as otherwise supplemented and amended is in all respects ratified and confirmed.

Section 3.2. Authorization of Amendment. This Amendment shall be construed as having been authorized, executed and delivered under the provisions of Section 10.1 of the Original Funding Loan Agreement. The Funding Lender, the Governmental Lender and, solely in reliance on the direction of the Governmental Lender and the consent of the Funding Lender provided in Section 3.7 hereof, the Fiscal Agent hereby waive the provisions of Section 10.3 requiring the delivery of an Opinion of Counsel and a Tax Counsel No Adverse Effect Opinion in connection with the execution of this Amendment.

Section 3.3. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon the Governmental Lender, the Funding Lender, the Fiscal Agent, any Approved Transferee and their respective successors and assigns.

Section 3.4. Severability. If any provision of this Amendment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.

Section 3.5. Governing Law. This Amendment shall be governed exclusively by and construed in accordance with the internal laws of the State applicable to contracts made and performed in the State.

Section 3.6. Inclusion as Part of the Funding Loan Agreement. This Amendment on its delivery shall be a part of the Funding Loan Agreement and all references herein to “Funding Loan Agreement” shall include reference to this Amendment as well as the Original Funding Loan Agreement.

Section 3.7. Governmental Lender Direction of Fiscal Agent; Approval of Funding Lender. By its execution of this Amendment, the Governmental Lender hereby directs the Fiscal Agent to execute this Amendment and the Funding Lender hereby approves the execution of this Amendment by the Fiscal Agent.

Section 3.8. Counterparts. This Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page for Legends of Spring Lake Park Project Funding Loan Agreement Amendment]

IN WITNESS WHEREOF, the parties have executed this Amendment to Funding Loan Agreement, all as of the date first above written.

CITY OF SPRING LAKE PARK,  
MINNESOTA

By: \_\_\_\_\_  
Name:  
Title:

CITIBANK, N.A., as Funding Lender

By: \_\_\_\_\_  
Name:  
Title: Vice President  
Citi Deal ID #24771

U.S. BANK NATIONAL ASSOCIATION, as  
Fiscal Agent

By: \_\_\_\_\_  
Name:  
Title:

**FUNDING LOAN AGREEMENT**

**Dated as of July 1, 2017**

Among

**CITIBANK, N.A.,**  
as Funding Lender,

**CITY OF SPRING LAKE PARK, MINNESOTA**  
as Governmental Lender

and

**U.S. BANK NATIONAL ASSOCIATION,**  
as Fiscal Agent

**Relating to:**

**\$22,242,684**

**City of Spring Lake Park, Minnesota**  
**Multifamily Housing Revenue Funding Note, Series 2017A**  
**(Legends of Spring Lake Park Project)**

**\$10,770,000**

**City of Spring Lake Park, Minnesota**  
**Taxable Multifamily Housing Revenue Funding Note, Series 2017B**  
**(Legends of Spring Lake Park Project)**

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EXHIBIT C - FORM OF WRITTEN REQUISITION (PROJECT FUND)

## FUNDING LOAN AGREEMENT

This Funding Loan Agreement, dated as of July 1, 2017 (this "Funding Loan Agreement"), is entered into by CITIBANK, N.A. (together with its successors and assigns hereunder, the "Funding Lender"), the CITY OF SPRING LAKE PARK, MINNESOTA, a municipal corporation and political subdivision duly organized and existing under the laws of the State of Minnesota (together with its successors and assigns, the "Governmental Lender"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as fiscal agent (together with any successor fiscal agent hereunder, the "Fiscal Agent").

### RECITALS

**WHEREAS**, the Governmental Lender is authorized by Minnesota Statutes, Chapter 462C, as amended (the "Act"), to issue multifamily housing revenue bonds to finance in whole or in part the cost of a "Project" (hereinafter defined) for the public purposes expressed in the Act.

**WHEREAS**, the Act specifically authorizes the Governmental Lender to adopt a Housing Program, under which the Governmental Lender may: (a) make loans to provide financing for multifamily residential housing developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and moderate income, as determined by the Governmental Lender, (b) issue its revenue bonds for the purpose of obtaining money to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) pledge all or any part of the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Governmental Lender in order to secure the payment of the principal of and interest on such bonds.

**WHEREAS**, Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower"), has requested the Governmental Lender to enter into this Funding Loan Agreement under which the Funding Lender will (i) advance funds (the "Funding Loan") to or for the account of the Governmental Lender, and (ii) apply the proceeds of the Funding Loan to make a loan (the "Borrower Loan") to the Borrower to finance a portion of the costs of the acquisition, construction and equipping of a 194-unit multifamily housing residential rental project spread over four stories, with one level of underground parking, to be located at 1066 County Highway 10 in the City of Spring Lake Park, Minnesota, which development will be known as the Legends of Spring Lake Park (the "Project").

**WHEREAS**, simultaneously with the delivery of this Funding Loan Agreement, the Governmental Lender and the Borrower will enter into the Borrower Loan Agreement, of even date herewith (as amended, supplemented or restated from time to time, the "Borrower Loan

Agreement”), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Governmental Lender to repay the Funding Loan.

**WHEREAS**, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender a Multifamily Note (Series 2017A) and a Multifamily Note (Series 2017B) (together, the “Borrower Notes”), dated the Closing Date (defined below), and the obligations of the Borrower under the Borrower Notes will be secured by a lien on and security interest in the Project pursuant to a Mortgage, Assignment of Rents, Security Agreement and Fixture Filing Agreement, of even date herewith (as amended, restated and/or supplemented from time to time, the “Security Instrument”), in favor of the Governmental Lender and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to the Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

**WHEREAS**, the Governmental Lender has executed and delivered to the Funding Lender its Multifamily Housing Revenue Funding Note, Series 2017A (Legends of Spring Lake Park Project), and Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project) (together, the “Funding Notes”), dated as of the Closing Date, evidencing its obligation to make the payments due to the Funding Lender under the Funding Loan as provided in this Funding Loan Agreement, and all things necessary to make the Funding Loan Agreement, the valid, binding and legal limited obligations of the Governmental Lender, have been done and performed and the execution and delivery of this Funding Loan Agreement and the execution and delivery of the Funding Notes, subject to the terms hereof, have in all respects been duly authorized.

**NOW, THEREFORE**, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

## **ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION**

**Section 1.1.     Definitions.** For all purposes of this Funding Loan Agreement, except as otherwise expressly provided or unless the context otherwise clearly requires:

(a) Unless specifically defined herein, all capitalized terms have the meanings ascribed thereto in the Borrower Loan Agreement.

(b) The terms “herein,” “hereof” and “hereunder” and other words of similar import refer to this Funding Loan Agreement as a whole and not to any particular Article, Section or other subdivision. The terms “agree” and “agreements” contained herein are intended to include and mean “covenant” and “covenants.”

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be

deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with the Approved Accounting Method. All references herein to "Approved Accounting Method" refer to such principles as they exist at the date of application thereof.

(e) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and subdivisions of this instrument as originally executed.

(f) All references in this instrument to a separate instrument are to such separate instrument as the same may be amended, supplemented or restated from time to time pursuant to the applicable provisions thereof.

(g) References to the Series A Funding Note or the Funding Loan as "tax exempt" or to the "tax exempt status" of the Series A Funding Note or the Funding Loan are to the exclusion of interest on the Series A Funding Note (other than any portion of the Series A Funding Note held by a "substantial user" of the Project or a "related person" within the meaning of Section 147 of the Code) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(h) The following terms have the meanings set forth below:

"Act" shall have the meaning assigned to such term in the recitals above.

"Additional Borrower Payments" has the meaning given such term in the Borrower Loan Agreement.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"Approved Transferee" means (1) a "qualified institutional buyer" ("QIB") as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the "Securities Act") that is a financial institution or commercial bank having capital and surplus of \$5,000,000,000 or more, (2) an affiliate of the Funding Lender, or (3) a trust or custodial arrangement established by the Funding Lender or one of its affiliates the beneficial interests in which are owned only by QIBs.

"Authorized Amount" means \$33,012,684, the maximum principal amount of the Funding Loan under this Funding Loan Agreement.

"Authorized Governmental Lender Representative" means the City Administrator of the Governmental Lender, or such other person at the time designated to act on behalf of the

Governmental Lender as evidenced by a written certificate furnished to the Funding Lender, the Fiscal Agent, the Servicer (if any) and the Borrower containing the specimen signature of such person and signed on behalf of the Governmental Lender by an Authorized Governmental Lender Representative. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Governmental Lender Representative.

“Borrower” means Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership.

“Borrower Controlling Entity” means, if the Borrower is a partnership, any general partner or managing partner of the Borrower, or if the Borrower is a limited liability company, the manager or managing member of the Borrower.

“Borrower Equity Account” means the account by that name created and established in the Project Fund under this Funding Loan Agreement.

“Borrower Loan” means the mortgage loan made by the Governmental Lender to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Funding Notes.

“Borrower Loan Agreement” means the Borrower Loan Agreement, of even date herewith, between the Governmental Lender and the Borrower, as amended, supplemented or restated from time to time in accordance with its terms.

“Borrower Loan Agreement Default” means any event of default set forth in 8.1 of the Borrower Loan Agreement. A Borrower Loan Agreement Default shall “exist” if a Borrower Loan Agreement Default shall have occurred and be continuing beyond any applicable cure period.

“Borrower Loan Amount” means the amount of \$33,012,684, which is the aggregate sum of the Funding Notes.

“Borrower Loan Documents” has the meaning given such term in the Borrower Loan Agreement.

“Borrower Notes” means the “Borrower Notes” as described in the recitals of this Funding Loan Agreement.

“Business Day” means any day other than (i) a Saturday or a Sunday, or (ii) a day on which the offices of the Fiscal Agent in Saint Paul, Minnesota or federally insured depository institutions in New York, New York are authorized or obligated by law, regulation, governmental decree or executive order to be closed.

“Closing Costs” means the costs relating to the issuance of the Funding Notes.

“Closing Date” means July 11, 2017, the date that initial Funding Loan proceeds are disbursed hereunder.

“Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Conditions to Conversion” has the meaning given such term in the Construction Funding Agreement.

“Construction Funding Agreement” means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Governmental Lender, and the Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or the Servicer on its behalf), as agent of the Governmental Lender, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

“Contingency Draw-Down Agreement” means the Contingency Draw-Down Agreement of even date herewith between the Funding Lender and the Borrower relating to possible conversion of the Funding Loan from a draw-down loan to a fully funded loan, as amended, supplemented or restated from time to time.

“Control” means, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

“Default” means the occurrence of an event, which, under any Funding Loan Document, would, but for the giving of notice or passage of time, or both, be an event of default under the applicable Funding Loan Document or a Borrower Loan Agreement Default.

“Draw-Down Notice” means a notice described in Section 1.01 of the Contingency Draw-Down Agreement regarding the conversion of the Funding Loan from a draw down loan to a fully funded loan.

“Equity Investor” has the meaning given to that term in the Borrower Loan Agreement.

“Event of Default” has the meaning ascribed thereto in Section 9.1.

“Expense Fund” means the fund by that name created and established under this Funding Loan Agreement.

“Fiscal Agent” shall mean U.S. Bank National Association, as fiscal agent hereunder, and any successor fiscal agent or co-fiscal agent appointed under this Funding Loan Agreement.

“Fiscal Agent’s Fees” shall mean the Fiscal Agent’s initial acceptance fee plus fees and expenses of its counsel in conjunction with the issuance of the Funding Notes and the ongoing compensation and expenses payable to the Fiscal Agent as follows:

(a) the annual administration fees of the Fiscal Agent, for the ordinary services of the Fiscal Agent rendered under this Funding Loan Agreement during each twelve-month period, which are payable in semiannual installments as specified by the Fiscal Agent in advance on the Closing Date and each June 1 and December 1 thereafter;

(b) the reasonable fees and charges of the Fiscal Agent for necessary extraordinary services rendered by it and/or reimbursement for extraordinary expenses incurred by it under this Funding Loan Agreement as and when the same become due, including reasonable fees and expenses of legal counsel and internal default administrators (including fees prior to litigation, at trial or for appellate proceedings); provided, however, that the Fiscal Agent shall not be required to undertake any such extraordinary services unless provision for payment of extraordinary expenses satisfactory to the Fiscal Agent shall have been made; and

(c) for purposes of the Borrower Loan Agreement, indemnification of the Fiscal Agent by the Borrower.

“Fitch” means Fitch, Inc.

“Funding Lender” means Citibank N.A., a national banking association, and any successor under this Funding Loan Agreement and the Borrower Loan Documents.

“Funding Loan” means the “Funding Loan” as described in the recitals of this Funding Loan Agreement.

“Funding Loan Agreement” means this Funding Loan Agreement, by and among the Funding Lender, the Governmental Lender and the Fiscal Agent, as amended, supplemented or restated from time to time pursuant to the applicable provisions hereof.

“Funding Loan Documents” means (i) this Funding Loan Agreement, (ii) the Borrower Loan Agreement, (iii) the Regulatory Agreement, (iv) the Tax Agreement, (v) the Borrower Loan Documents, (vi) all other documents evidencing, securing, governing or otherwise pertaining to the Funding Loan, and (vii) all amendments, modifications, renewals and substitutions of any of the foregoing.

“Funding Loan Payment Fund” means the fund by that name created and established under this Funding Loan Agreement.



“Funding Loan Proceeds Account” means the account by that name created and established in the Project Fund under this Funding Loan Agreement.

“Funding Notes” means the “Funding Notes” as described in the recitals of this Funding Loan Agreement.

“Government Obligations” means noncallable, nonprepayable (i) direct, general obligations of the United States of America, or (ii) any obligations unconditionally guaranteed as to the full and timely payment of all amounts due thereunder by the full faith and credit of the United States of America (including obligations held in book entry form), but specifically excluding any mutual funds or unit investment trusts invested in such obligations.

“Governmental Lender” or the “Issuer” means the City of Spring Lake Park, Minnesota.

“Governmental Lender Closing Costs” means the fees, costs and expenses incurred in connection with the closing of the Funding Loan and issuance of the Funding Notes, including, without limitation, the Governmental Lender’s one-time initial issuance fee in the amount of \$50,000.

“Governmental Lender Fee” means the Governmental Lender’s one-time initial issuance fee payable by the Fiscal Agent to the Governmental Lender on or before the Closing Date in the amount of \$50,000.

“Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody’s in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax exempt municipal debt established by S&P is “A 1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody’s of “MIG 1” (for fixed rate) or “VMIG 1” (for variable rate) for three months or less and “Aaa” for greater than three months. If at any time (i) both S&P and Moody’s rate a Permitted Investment and (ii) one of those ratings is below the Highest Rating Category, then such Permitted Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, a Permitted Investment rated “AAA” by S&P and “Aa3” by Moody’s is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Permitted Investment will be deemed to be rated below the Highest Rating Category. For example, a Permitted Investment rated “AAA” by S&P, “A1” by Moody’s and “AAA” by Fitch is not rated in the Highest Rating Category.

“Maturity Date” means the earlier to occur of (i) July 11, 2050, or (ii) any earlier date on which the unpaid principal balance of each of the Funding Notes becomes due and payable, by acceleration or otherwise.

“Maximum Rate” means the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Funding Loan under State law.

“Minimum Beneficial Ownership Amount” means an amount no less than fifteen percent (15%) of the outstanding principal amount of the Funding Loan.

“Moody’s” means Moody’s Investors Service, Inc. or its successor.

“Negative Arbitrage Deposit” has the meaning set forth in the Contingency Draw-Down Agreement.

“Noteowner” or “owner of the Funding Notes” means the owner, or as applicable, collectively the owners, of the Funding Notes as shown on the registration books maintained by the Fiscal Agent pursuant to Section 2.5 hereof.

“Opinion of Counsel” means a written opinion from an attorney or firm of attorneys, acceptable to the Funding Lender and the Governmental Lender with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required to address the exclusion of interest on the Series A Funding Note from gross income for purposes of federal income taxation, such opinion shall be provided by Tax Counsel.

“Partnership Agreement” has the meaning given to that term in the Borrower Loan Agreement.

“Permitted Investments” means, to the extent authorized by law for investment of any moneys held under this Funding Loan Agreement:

(a) Government Obligations.

(b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.

(c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.

(d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.

(e) Commercial paper rated in the Highest Rating Category.

(f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers' acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution's unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

(g) An agreement authorized by the Governmental Lender with the consent of the Funding Lender, held by the Fiscal Agent for the investment of moneys at a guaranteed rate with a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or the Second Highest Rating Category, or whose obligations are unconditionally guaranteed or insured by a Qualified Financial Institution whose unsecured long term obligations are rated in the Highest Rating Category or Second Highest Rating Category; provided that such agreement is in a form acceptable to the Funding Lender and the Fiscal Agent; and provided further that such agreement includes the following restrictions:

(i) the invested funds will be available for withdrawal without penalty or premium, at any time that the Funding Lender is required to pay moneys from the Fund(s) established under this Funding Loan Agreement to which the agreement is applicable;

(ii) the agreement, and if applicable the guarantee or insurance, is an unconditional and general obligation of the provider and, if applicable, the guarantor or insurer of the agreement, and ranks pari passu with all other unsecured unsubordinated obligations of the provider, and if applicable, the guarantor or insurer of the agreement;

(iii) the Funding Lender and the Fiscal Agent receive an Opinion of Counsel, which may be subject to customary qualifications, that such agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and, if applicable, an Opinion of Counsel that any guaranty or insurance policy provided by a guarantor or insurer is legal, valid, binding and enforceable upon the guarantor or insurer in accordance with its terms; and

(iv) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, such collateralization to be

effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B)) to perform.

Notwithstanding anything else in this Paragraph (g) to the contrary and with respect only to any agreement described in this Paragraph (g) or any guarantee or insurance for any such agreement which is to be in effect for any period after the Conversion Date, any reference in this Paragraph to the "Second Highest Rating Category" will be deemed deleted so that the only acceptable rating category for such an agreement, guarantee or insurance will be the Highest Rating Category.

(h) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Fiscal Agent, the Funding Lender or any of their affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated "AAAm G" or "AAAm" by S&P or "Aaa" by Moody's so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If approved in writing by the Funding Lender, a money market mutual fund portfolio may also contain obligations and agreements to repurchase obligations described in paragraphs (b) or (c). The money market mutual fund must be rated "AAAm G" or "AAAm" by S&P or Aaa by Moody's. If at any time (i) both S&P and Moody's rate a money market mutual fund and (ii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

(i) Any other investment authorized by the laws of the State, if such investment is approved in writing by the Funding Lender.

Permitted Investments shall not include any of the following:

(i) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one

year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

(ii) Except for any obligation described in paragraph (a) or (b), any obligation with a purchase price greater or less than the par value of such obligation.

(iii) Any asset backed security, including mortgage backed securities, real estate mortgage investment conduits, collateralized mortgage obligations, credit card receivable asset backed securities and auto loan asset backed securities.

(iv) Any interest only or principal only stripped security.

(v) Any obligation bearing interest at an inverse floating rate.

(vi) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.

(vii) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.

(viii) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.

(ix) Any investment to which S&P has added an "r" or "t" highlighter.

"Person" means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

"Pledged Revenues" means the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Funding Notes, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Governmental Lender is entitled (other than amounts received by the Governmental Lender with respect to the Unassigned Rights) and derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Notes, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the

remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon (except any amounts on deposit in the Expense Fund and Rebate Fund).

“Prepayment Premium” means (i) any premium payable by the Borrower pursuant to the Borrower Loan Documents in connection with a prepayment of a Borrower Note (including any Prepayment Premium as set forth in such Borrower Note) and (ii) any premium payable on the Funding Notes pursuant to this Funding Loan Agreement.

“Project” has the meaning given to that term in the Borrower Loan Agreement.

“Project Fund” means the fund by that name created and established under this Funding Loan Agreement.

“Qualified Financial Institution” means any (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, savings and loan association, or insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by the Funding Lender the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) other entity which is acceptable to the Funding Lender. With respect to an entity which provides an agreement held by the Fiscal Agent for the investment of moneys at a guaranteed rate as set out in paragraph (g) of the definition of the term “Permitted Investments” or an entity which guarantees or insures, as applicable, the agreement, a “Qualified Financial Institution” may also be a corporation or limited liability company organized under the laws of any state of the United States of America.

“Rating Agency” means any one and each of S&P, Moody’s and Fitch then rating the Permitted Investments or any other nationally recognized statistical rating agency then rating the Permitted Investments, which has been approved by the Funding Lender.

“Rebate Fund” means the fund by that name created and established under this Funding Loan Agreement.

“Record Date” shall mean the last day of each calendar month.

“Regulations” means with respect to the Code, the relevant U.S. Treasury regulations and proposed regulations thereunder or any relevant successor provision to such regulations and proposed regulations.

“Regulatory Agreement” means the Regulatory Agreement, of even date herewith, by and among the Governmental Lender, the Borrower and the Fiscal Agent, as amended, supplemented or restated from time to time.

“Remaining Funding Loan Proceeds Account” has the meaning set forth in the Contingency Draw-Down Agreement.

“Remaining Funding Loan Proceeds Account Earnings Subaccount” has the meaning set forth in the Contingency Draw-Down Agreement.

“Required Transferee Representations” means the representations in substantially the form attached to this Funding Loan Agreement as Exhibit B.

“Resolution” means the resolution of the Governmental Lender authorizing the Funding Loan and the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party.

“Responsible Officer” means any officer within the Corporate Trust Department (or any successor group) of the Fiscal Agent, including any vice president, assistant vice president, assistant secretary or any other officer or assistant officer of the Fiscal Agent customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, who is responsible for the administration of this Funding Loan Agreement.

“Second Highest Rating Category” means, with respect to a Permitted Investment, that the Permitted Investment is rated by S&P or Moody’s in the second highest rating category given by that rating agency for that general category of security. By way of example, the Second Highest Rating Category for tax exempt municipal debt established by S&P is “AA” for a term greater than one year, with corresponding ratings by Moody’s of “Aa.” If at any time (i) both S&P and Moody’s rate a Permitted Investment and (ii) one of those ratings is below the Second Highest Rating Category, then such Permitted Investment will not be deemed to be rated in the Second Highest Rating Category. For example, an Investment rated “AA” by S&P and “A” by Moody’s is not rated in the Second Highest Rating Category.

“Securities Act” means the Securities Act of 1933, as amended.

“Security” means the security for the performance by the Governmental Lender of its obligations under the Funding Notes and this Funding Loan Agreement as more fully set forth in Article IV hereof.

“Security Instrument” means the Multifamily Mortgage, Assignment of Rents, Security Agreement and Fixture Filing (as amended, restated and/or supplemented from time to time), made by the Borrower in favor of the Governmental Lender, as assigned to the Funding Lender to secure the performance by the Governmental Lender of its obligations under the Funding Loan.

“Series A Funding Note” means the Governmental Lender’s Multifamily Housing Revenue Funding Note, Series 2017A (Legends of Spring Lake Park Project), in the original aggregate principal amount of \$22,242,684.

“Series B Funding Note” means the Governmental Lender’s Taxable Multifamily Housing Revenue Funding Note, Series 2017B (Legends of Spring Lake Park Project), in the original aggregate principal amount of \$10,770,000.

“Servicer” means any Servicer appointed by the Funding Lender to perform certain servicing functions with respect to the Funding Loan and on the Borrower Loan pursuant to a separate servicing agreement to be entered into between the Funding Lender and the Servicer. Initially the Servicer shall be the Funding Lender pursuant to this Funding Loan Agreement.

“Servicing Agreement” means any servicing agreement entered into between the Funding Lender and a Servicer with respect to the servicing of the Funding Loan and/or the Borrower Loan.

“S&P” means S&P Global Ratings, a Division of the McGraw Hill, and its successors.

“State” means the State of Minnesota.

“Tax Agreement” means, collectively, (a) the Tax Certificate of Borrower, executed by the Borrower, and (b) the Endorsement of Governmental Lender to Tax Certificate of Borrower, authorized by the Governmental Lender, each dated as of the Closing Date and in each case including all exhibits and other attachments thereto and in each case as may be amended from time to time.

“Tax Counsel” means Eckberg Lammers, P.C., or any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Funding Lender having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

“Tax Counsel Approving Opinion” means an opinion of Tax Counsel substantially to the effect that the Funding Notes constitute valid and binding obligations of the Governmental Lender and that, under existing statutes, regulations, published rulings, and judicial decisions, the interest on the Series A Funding Note is excludable from gross income for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“Tax Counsel No Adverse Effect Opinion” means an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Series A Funding Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“UCC” means the Uniform Commercial Code as in effect in the State.



“Unassigned Rights” means the Governmental Lender’s rights to reimbursement and payment of its fees, costs and expenses under all of the Borrower Loan Documents, and the Rebate Amount under Section 2.5 of the Borrower Loan Agreement, its rights of access under Section 5.17 thereof, its rights to indemnification under Section 5.15 thereof, its rights to attorneys’ fees under Sections 5.11 and 5.14 thereof, and its rights to receive notices, reports and other statements and its rights to consent to certain matters as provided in this Funding Loan Agreement and the Borrower Loan Agreement.

“Written Certificate,” “Written Certification,” “Written Consent,” “Written Direction,” “Written Notice,” “Written Order,” “Written Registration,” “Written Request,” and “Written Requisition” means a written certificate, direction, notice, order or requisition signed by an Authorized Borrower Representative, an Authorized Governmental Lender Representative, a Responsible Officer of the Fiscal Agent or an authorized representative of the Funding Lender and delivered to the Funding Lender, the Servicer, the Fiscal Agent or such other Person as required under the Funding Loan Documents.

“Yield” means yield as defined in Section 148(h) of the Code and any regulations promulgated thereunder.

**Section 1.2. Effect of Headings and Table of Contents.** The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

**Section 1.3. Date of Funding Loan Agreement.** The date of this Funding Loan Agreement is intended as and for a date for the convenient identification of this Funding Loan Agreement and is not intended to indicate that this Funding Loan Agreement was executed and delivered on said date.

**Section 1.4. Designation of Time for Performance.** Except as otherwise expressly provided herein, any reference in this Funding Loan Agreement to the time of day means the time of day in the city where the Funding Lender maintains its place of business for the performance of its obligations under this Funding Loan Agreement.

**Section 1.5. Interpretation.** The parties hereto acknowledge that each of them and their respective counsel have participated in the drafting and revision of this Funding Loan Agreement. Accordingly, the parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Funding Loan Agreement or any amendment or supplement or exhibit hereto.

**ARTICLE II**  
**TERMS; FUNDING NOTES**

**Section 2.1.      Terms.**

(a)      Principal Amount. The total principal amount of the Funding Loan is hereby expressly limited to the Authorized Amount.

(b)      Draw-Down Funding. The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Fiscal Agent for payment to or for the benefit of the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of Section 7.6 hereof, the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial minimum advance of \$50,001 on the Series A Funding Note. Subject to the terms and conditions of the Borrower Loan Agreement, the Funding Lender agrees to advance, on behalf of the Governmental Lender, through the Fiscal Agent, to the Borrower under the Borrower Loan Agreement an amount not to exceed \$33,012,684 allocable to the Borrower Notes, and the Funding Lender agrees to correspondingly and simultaneously advance this amount for the account of the Governmental Lender under this Funding Loan Agreement as an advance on the Funding Loan. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after July 11, 2019, provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Governmental Lender and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion. The Governmental Lender has reviewed and approved the form of the Contingency Draw-Down Agreement, consents to the terms thereof and agrees to take all actions reasonably required of the Governmental Lender in connection with the conversion of the Funding Loan to a fully drawn loan pursuant to the provisions of the Contingency Draw-Down Agreement if a Draw-Down Notice is filed by the Funding Lender or the Borrower.

(c)      Origination Date; Maturity. The Funding Loan shall be originated on the Closing Date and shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(d)      Principal. The outstanding principal amount of each Funding Note and of the Funding Loan as of any given date shall be the total amount advanced by the Funding Lender to or for the account of the Governmental Lender to fund corresponding advances with respect to the related Borrower Note under the Borrower Loan

Agreement and the Construction Funding Agreement as proceeds of the Borrower Loan, less any payments of principal of a Funding Note previously received upon payment of corresponding principal amounts under the related Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of each Funding Note and interest thereon shall be payable on the basis specified in this paragraph (d) and in paragraphs (e) and (f) of this Section 2.1. The Fiscal Agent shall keep a record of all principal advances and principal repayments made under each Funding Note and shall upon written request provide the Governmental Lender and the Funding Lender with a statement of the outstanding principal balance of each Funding Note and the Funding Loan.

(e) Interest. Interest shall be paid on the outstanding principal amount of each Funding Note at the rate or rates set forth in the related Borrower Note and otherwise as set forth in the Borrower Loan Agreement.

(f) Corresponding Payments. The payment or prepayment of principal, interest and premium, if any, due on the Funding Loan shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the related Borrower Note. Each Funding Note shall be payable from payments on the related Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on a Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Funding Loan and the related Funding Note.

(g) Usury. The Governmental Lender intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Funding Notes and all agreements made in the Funding Notes, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Funding Notes, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Funding Notes, this Funding Loan Agreement and all other Funding Loan Documents. In determining whether the

amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Governmental Lender intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

**Section 2.2. Form of Funding Notes.** As evidence of its obligation to repay the Funding Loan, simultaneously with the delivery of this Funding Loan Agreement to the Funding Lender, the Governmental Lender hereby agrees to execute and deliver the Funding Notes. The Funding Notes shall be substantially in the form set forth in **Exhibit A-1 and Exhibit A-2**, each attached hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Funding Loan Agreement or State law. In connection with Conversion, the Funding Lender shall have the right to exchange the then existing Funding Notes on or after the Conversion Date for a new Funding Note with a dated date of the Conversion Date and in a stated principal amount equal to the then outstanding principal amount of the Funding Notes, which amount will equal the Permanent Period Amount of the Borrower Loan.

**Section 2.3. Execution and Delivery of Funding Notes.** The Funding Notes shall be executed on behalf of the Governmental Lender by the manual or facsimile signature of the Mayor and the City Administrator, attested by the manual or facsimile signature of said officers, under the official seal, or a facsimile of the official seal, of the Governmental Lender. The manual or facsimile signatures of individuals who were the proper officers of the Governmental Lender at the time of execution shall bind the Governmental Lender, notwithstanding that such individuals or any of them shall have ceased to hold such offices prior to the authentication and delivery of the Funding Notes or shall not have held such offices at the date of the Funding Notes.

**Section 2.4. Authentication.** The Funding Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Funding Loan Agreement unless a certificate of authentication on such Funding Notes, substantially in the form set forth in **Exhibit A-1 and Exhibit A-2** hereto, shall have been manually executed by the Fiscal Agent. The Fiscal Agent shall authenticate the Funding Notes by execution of the certificate of authentication on or attached to the Funding Notes, and the certificate of authentication so executed on or attached to the Funding Notes shall be conclusive evidence that it has been authenticated and delivered under this Funding Loan Agreement.

**Section 2.5. Registration and Transfer of Funding Notes; Required Transferee Representations; Participations; Sale and Assignment.**

(a) On the Closing Date the Funding Lender shall deliver to the Governmental Lender the Required Transferee Representations in substantially the form attached hereto as Exhibit B.

(b) The Funding Lender shall have the right to sell (i) the Funding Notes and the Funding Loan or (ii) any portion of or a participation interest in the Funding Notes and the Funding Loan, to the extent permitted by paragraph (c) of this Section 2.5, provided that such sale shall be only to Approved Transferees that execute and deliver the Required Transferee Representations to the Funding Lender and the Governmental Lender.

(c) The Fiscal Agent, on behalf of the Governmental Lender, shall provide for the registration of the Funding Notes or interests therein and the registration of transfers thereof. In that regard, the Fiscal Agent shall maintain a register which shall contain a record of the Funding Notes or interests therein at any time authenticated hereunder, together with the name and address of the holder thereof, the date of authentication, the date of transfer or payment, and such other matters as may be deemed appropriate by the Fiscal Agent or the Governmental Lender. The Governmental Lender, the Fiscal Agent and any agent of the Governmental Lender or the Fiscal Agent shall treat the person in whose name a Funding Notes is registered as of the Record Date as the owner of such Funding Notes or any interest therein for the purpose of receiving payment of the Funding Notes or any interest therein and for all other purposes whatsoever whether or not the Funding Notes payments are overdue, and, to the extent permitted by law, neither the Governmental Lender, the Fiscal Agent nor any such agent shall be affected by notice to the contrary.

(d) The transfer of the Funding Notes and any interest therein is subject to registration by the holder thereof only upon compliance with the conditions for registration of transfer imposed on the holder under this Section 2.5 and under Section 2.6 hereof. Upon surrender of any Funding Notes or any interest therein at the principal corporate trust office of the Fiscal Agent, the Governmental Lender shall execute (if necessary), and the Fiscal Agent shall authenticate and deliver, in the name of the designated transferee or transferees (but not registered in blank or to "bearer" or a similar designation), a new Funding Note or participation interest therein of a like principal amount, and having the same stated maturity, tenor and interest rate. In connection with Conversion of the Funding Loan, the Funding Lender shall have the right to exchange the then existing Funding Notes on or after the Conversion Date for new Funding Notes with a dated date of the Conversion Date and in a principal amount equal to the then outstanding principal amount of the applicable Funding Notes, which amount represents the permanent phase principal amount of the Borrower Loan.

(e) Any Funding Notes or any interest therein delivered in exchange for or upon transfer of a Funding Notes or any interest therein shall be a valid limited obligation of the Governmental Lender evidencing the same debt, and entitled to the same benefits under this Funding Loan Agreement, as any Funding Notes or any interest therein surrendered for such exchange or transfer.

(f) Registration of the transfer of the Funding Notes or any interest therein may be made on the Fiscal Agent's register by the holder thereof in person or by such holder's or holders' attorney duly authorized in writing. The Funding Notes or any interest therein presented or surrendered for registration of transfer or exchange shall (i) be accompanied by evidence of compliance with the provisions of this Section 2.5, (ii) be duly endorsed or be accompanied by a written instrument or instruments of transfer, in a form satisfactory to the Fiscal Agent, duly executed and with guaranty of signature of the holder thereof or his, her or its attorney duly authorized in writing and (iii) include written instructions as to the details of the transfer of the Funding Notes or interest therein. Notwithstanding the other provisions of this Section 2.5, no beneficial ownership interest in the Funding Notes and Funding Loan shall be sold in an amount that is less than the Minimum Beneficial Ownership Amount.

(g) No service charge shall be made for any sale or assignment of any portion of the Funding Notes, but the Governmental Lender and Fiscal Agent may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any such sale or assignment. Such sums shall be paid in every instance by the purchaser or assignee of the Funding Loan or portion thereof.

(h) The parties agree that no rating shall be sought from a Rating Agency with respect to the Funding Loan or the Funding Notes.

**Section 2.6. Mandatory Advances of the Funding Loan and Borrower Loan.** Notwithstanding anything to the contrary contained herein, there shall be mandatory advances of the Funding Loan and corresponding advances of the Borrower Loan in the amounts set forth on Exhibit D attached hereto to the extent that prior advances in accordance with this Funding Loan Agreement, the Borrower Loan Agreement and the Construction Funding Agreement have not otherwise occurred. Such advances shall be deposited into the Funding Loan Proceeds Account of the Project Fund. This Section 2.6 shall apply only to the extent that amounts under the Funding Loan and Borrower Loan have not otherwise been advanced in accordance with this Funding Loan Agreement, the Borrower Loan Agreement and the Construction Funding Agreement. To the extent an advance under this Section 2.6 exceeds any Requisition submitted in accordance with such advance, the excess amount shall remain in the Project Fund and be disbursed out pursuant to a future Requisition submitted in accordance with Section 7.6 hereof.

### ARTICLE III PREPAYMENT

**Section 3.1. Prepayment of the Funding Notes.** The Funding Notes are subject to voluntary and mandatory prepayment as follows:

(a) Each Funding Note shall be subject to voluntary prepayment in full or in part by the Governmental Lender, from funds of the Governmental Lender received by

the Governmental Lender to the extent and in the manner and on any date that the related Funding Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the related Funding Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the related Funding Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

The Borrower shall not have the right to voluntarily prepay all or any portion of a Borrower Note, thereby causing the related Funding Note to be prepaid, except as specifically permitted in the applicable Borrower Note, without the prior written consent of Funding Lender, which may be withheld in Funding Lender's sole and absolute discretion.

(b) Each Funding Note shall be subject to mandatory prepayment in whole or in part upon prepayment of the related Borrower Note at the direction of the Funding Lender in accordance with the terms of the related Funding Note, at a prepayment price equal to the outstanding principal balance of the related Borrower Note prepaid, plus accrued interest plus any other amounts payable under the related Borrower Note or the Borrower Loan Agreement.

**Section 3.2. Notice of Prepayment.** Notice of prepayment of a Funding Note shall be deemed given to the extent that notice of prepayment of the related Borrower Note is timely and properly given to Funding Lender and Fiscal Agent in accordance with the terms of the related Borrower Note and the Borrower Loan Agreement, and no separate notice of prepayment of a Funding Note is required to be given.

#### **ARTICLE IV SECURITY**

**Section 4.1. Security for the Funding Loan.** To secure the payment of the Funding Loan and the Funding Notes, to declare the terms and conditions on which the Funding Loan and the Funding Notes are secured, and in consideration of the premises and of the funding of the Funding Loan by the Funding Lender, the Governmental Lender by these presents does grant, bargain, sell, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, set over and confirm to the Funding Lender (except as limited herein), a lien on and security interest in the following described property (excepting, however, in each case, the Unassigned Rights) (said property, rights and privileges being herein collectively called, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Notes, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan

Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Governmental Lender under the provisions of the Borrower Loan Agreement;

(b) All right, title and interest of the Governmental Lender in, to and under, together with all rights, remedies, privileges and options pertaining to, the Funding Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Funding Loan Documents;

(c) Any and all moneys and investments from time to time on deposit in, or forming a part of, all funds and accounts created and held under this Funding Loan Agreement other than the Expense Fund and the Rebate Fund, and any amounts held at any time in the Remaining Funding Loan Proceeds Account and the Remaining Funding Loan Proceeds Account Earnings Subaccount, any Negative Arbitrage Deposit and any other amounts held under the Contingency Draw-Down Agreement, subject to the provisions of this Funding Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien of this Funding Loan Agreement as additional security by the Governmental Lender or anyone on its part or with its consent, or which pursuant to any of the provisions hereof or of the Borrower Loan Agreement may come into the possession or control of the Fiscal Agent or the Funding Lender or a receiver appointed pursuant to this Funding Loan Agreement; and the Fiscal Agent or the Funding Lender is hereby authorized to receive any and all such property as and for additional security for the Funding Loan and each Funding Notes and to hold and apply all such property subject to the terms hereof.

The pledge and assignment of and the security interest granted in the Security pursuant to this Section 4.1 for the payment of the principal of, premium, if any, and interest on each Funding Notes, in accordance with its terms and provisions, and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of each Funding Notes by the Governmental Lender. The Security so pledged and then or thereafter received by the Fiscal Agent or the Funding Lender shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Governmental Lender irrespective of whether such parties have notice thereof.

**Section 4.2. Delivery of Security.** To provide security for the payment of the Funding Loan and the Funding Notes, the Governmental Lender has pledged and assigned to secure payment of the Funding Loan and each Funding Notes its right, title and interest in the



Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Governmental Lender shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) Each Borrower Note endorsed without recourse to the Funding Lender by the Governmental Lender;

(b) The originally executed Borrower Loan Agreement, Regulatory Agreement and Tax Agreement;

(c) The originally executed Security Instrument and all other Borrower Loan Documents existing at the time of delivery of the Borrower Notes and an assignment for security of the Security Instrument from the Governmental Lender to the Funding Lender, in recordable form;

(d) Uniform Commercial Code financing statements or other chattel security documents giving notice of the Funding Lender's status as an assignee of the Governmental Lender's security interest in any personal property forming part of the Project, in form suitable for filing; and

(e) Uniform Commercial Code financing statements giving notice of the pledge by the Governmental Lender of the Security pledged under this Funding Loan Agreement.

At the sole expense of the Borrower, the Governmental Lender shall deliver and deposit with the Fiscal Agent or the Funding Lender such additional documents, financing statements, and instruments as the Fiscal Agent or the Funding Lender may reasonably require from time to time for the better perfecting and assuring to the Fiscal Agent or the Funding Lender of its lien and security interest in and to the Security, including, at the request of the Funding Lender, any amounts held under the Contingency Draw-Down Agreement.

## ARTICLE V LIMITED LIABILITY

**Section 5.1. Source of Payment of Funding Loan and Other Obligations.** The Funding Loan and the Funding Notes are limited obligations of the Governmental Lender, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. None of the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or the Funding Notes or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein, and none of the Funding Loan or the Funding Notes or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan, the Funding Notes, or

hereunder, shall be construed to constitute an indebtedness of or a pledge of the full faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. Neither the full faith, revenues, credit nor taxing power of the State or any other political corporation or subdivision or agency thereof shall be pledged to the payment of the principal of, premium (if any), or interest on the Funding Notes or this Funding Loan Agreement. The Governmental Lender has no authority under applicable law to levy ad valorem taxes to pay the principal of, premium (if any) or interest on the Funding Loan or the Funding Notes.

**Section 5.2. Exempt from Individual Liability.** No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, director, employee or agent of the Governmental Lender in his individual capacity, and neither the officers, directors, employees or agents of the Governmental Lender executing the Funding Notes or this Funding Loan Agreement shall be liable personally on the Funding Notes or under this Funding Loan Agreement or be subject to any personal liability or accountability by reason of the issuance of the Funding Notes or the execution of this Funding Loan Agreement.

## ARTICLE VI CLOSING CONDITIONS; APPLICATION OF FUNDS

**Section 6.1. Conditions Precedent to Closing.** Closing of the Funding Loan on the Closing Date shall be conditioned upon satisfaction or waiver by the Funding Lender and the Governmental Lender in their sole discretion of each of the conditions precedent to closing set forth in this Funding Loan Agreement, including but not limited to the following:

- (a) Receipt by the Funding Lender of the original Funding Notes dated the Closing Date, authenticated by the Fiscal Agent;
- (b) Receipt by the Funding Lender of the original executed Borrower Notes, endorsed, without recourse, to the Funding Lender by the Governmental Lender and receipt by the Fiscal Agent of an executed copy of each Borrower Note;
- (c) Receipt by the Fiscal Agent and Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument;
- (d) Receipt by the Fiscal Agent of a certified copy of the Resolution;
- (e) Receipt by the Fiscal Agent of Executed Required Transferee Representations from the Funding Lender;

(f) Delivery into escrow or to the Fiscal Agent, as appropriate, of all amounts required to be paid in connection with the origination of the Borrower Loan and the Funding Loan and any underlying real estate transfers or transactions, including the Costs of Funding Deposit, in accordance with Section 2.3(c)(ii) of the Borrower Loan Agreement;

(g) Receipt by the Funding Lender and Fiscal Agent of a Tax Counsel Approving Opinion;

(h) Receipt by the Funding Lender of an Opinion of Counsel from Tax Counsel to the effect that the Funding Notes is exempt from registration under the Securities Act, and this Funding Loan Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(i) Delivery of an opinion of counsel to the Borrower addressed to the Governmental Lender to the effect that the Borrower Loan Documents, the Regulatory Agreement and the Tax Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender; and

(j) Receipt by the Funding Lender and the Governmental Lender of any other documents or opinions that the Funding Lender, the Governmental Lender or Tax Counsel may require; and

## ARTICLE VII FUNDS AND ACCOUNTS

**Section 7.1. Authorization to Create Funds and Accounts.** Except as provided in Section 7.3 hereof, no other funds or accounts shall be established in connection with the Funding Loan at the time of closing and origination of the Funding Loan. The Fiscal Agent is authorized to establish and create from time to time such other funds and accounts or subaccounts as directed by the Funding Lender or, if there is a Servicer, by the Servicer, as may be necessary for the deposit of moneys (including, without limitation, insurance proceeds and/or condemnation awards), if any, received by the Governmental Lender, the Funding Lender, the Fiscal Agent or the Servicer pursuant to the terms hereof or any of the other Funding Loan Documents and not immediately transferred or disbursed pursuant to the terms of the Funding Loan Documents and/or the Borrower Loan Documents.

**Section 7.2. Investment of Funds.** Amounts held in any funds or accounts created by the Fiscal Agent under this Funding Loan Agreement shall be invested in Permitted Investments at the written direction of the Borrower, subject in all cases to the restrictions of Section 8.7 hereof and of the Tax Agreement.

The Fiscal Agent may conclusively rely upon the Borrower's written instructions as to both the suitability and legality of the directed investments.

Although the Governmental Lender and the Borrower each recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Governmental Lender and the Borrower hereby agree that confirmations of Permitted Investments are not required to be issued by the Fiscal Agent for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

**Section 7.3. Establishment of Funds and Accounts.** There are established with the Fiscal Agent the following funds and accounts:

- (a) The Funding Loan Payment Fund;
- (b) The Project Fund and within such fund, a Funding Loan Proceeds Account and a Borrower Equity Account;
- (c) The Rebate Fund; and
- (d) The Expense Fund and therein a Closing Cost Account and a Fiscal Agent Fee Account.

All money required to be deposited with or paid to the Fiscal Agent for the account of any of the funds or accounts created by this Funding Loan Agreement shall be held by the Fiscal Agent in trust for the benefit of the Funding Lender, and except for money held in the Expense Fund and Rebate Fund, shall, while held by the Fiscal Agent, constitute part of the Pledged Revenues and be subject to the lien hereof.

**Section 7.4. Funding Loan Payment Fund.** The Governmental Lender and the Borrower shall have no interest in the Funding Loan Payment Fund or the moneys therein, which shall always be maintained by the Fiscal Agent completely separate and segregated from all other moneys held hereunder and from any other moneys of the Governmental Lender and the Borrower.

The Fiscal Agent shall deposit into the Funding Loan Payment Fund any amounts received from the Borrower as payments of principal of or interest on the Borrower Loan and any other amounts received by the Fiscal Agent that are subject to the lien and pledge of this Funding Loan Agreement, including any Pledged Revenues not required to be deposited to the Expense Fund or Rebate Fund or not otherwise specifically directed in writing to be deposited into other funds created by this Funding Loan Agreement.

The Fiscal Agent shall establish separate subaccounts within the Funding Loan Payment Fund that are allocable to payment of debt service on the Series A Funding Note (the "Series A Funding Note Payment Subaccount") and payment of debt service on the Series B Funding Note (the "Series B Funding Note Payment Subaccount").

The Fiscal Agent shall apply all amounts on deposit in the Funding Loan Payment Fund in the following order of priority:

First, to pay or provide for the payment of the interest then due on the Funding Notes, as allocated pursuant to the Series A Funding Note Payment Subaccount and the Series B Funding Note Payment Subaccount;

Second, to pay or provide for the payment or the prepayment of principal on the Funding Notes, as allocated pursuant to the Series A Funding Note Payment Subaccount and the Series B Funding Note Payment Subaccount, provided moneys have been transferred or deposited into the Funding Loan Payment Fund for such purpose; and

Third, to pay or provide for the payment of the Funding Notes on their respective Maturity Dates.

If the Fiscal Agent has not received, by 11:00 a.m. Eastern time on the date interest is due on a Funding Notes, an amount sufficient to pay such interest, the Fiscal Agent shall provide immediate telephonic or electronic notice to the Funding Lender of such deficiency. The Fiscal Agent may rely on the payment terms of the Funding Notes for purposes of payments described above.

In making any payment under this Section, the Fiscal Agent may rely conclusively upon a written statement provided by the Funding Lender as to the amount payable to the Funding Lender pursuant to this Funding Loan Agreement, the Borrower Loan Agreement or the Construction Funding Agreement, as applicable.

**Section 7.5. Expense Fund.** The Fiscal Agent shall deposit in the Expense Fund the amounts required by the Borrower Loan Agreement to be paid by the Borrower to the Governmental Lender or the Fiscal Agent as provided in this Section 7.5. On the Closing Date, the Fiscal Agent shall deposit such amount to the Fiscal Agent Fee Account of the Expense Fund. Amounts on deposit in the Expense Fund shall be used to pay the fees and expenses of the Governmental Lender and the Fiscal Agent, as and when the same become due. In that regard, moneys in the Expense Fund shall be withdrawn or maintained, as appropriate, by the Fiscal Agent, at the written direction of the Borrower, to pay (i) on each May 1 and November 1, commencing on November 1, 2017, to the Fiscal Agent amounts due pursuant to subparts (a) and (b) of the definition of "Fiscal Agent's Fees" herein, which amounts shall be withdrawn first from the Fiscal Agent Fee Account until such account has been depleted, (iii) upon receipt, to the Fiscal Agent, any amounts due to the Fiscal Agent which have not been paid, other than amounts paid in accordance with clause (ii) hereof, and (iv) upon receipt, to, or at the direction of, the Governmental Lender, any amounts owing the Governmental Lender by the Borrower and then due and unpaid, other than amounts paid in accordance with clause (i) hereof. The Costs of Funding received by the Fiscal Agent on or prior to the Closing Date shall be deposited by the Fiscal Agent in the Closing Cost Account of the Expense Fund to pay the Costs of

Funding as provided in written instructions delivered by the Borrower and countersigned by the Funding Lender.

In addition, any additional fees and expenses of Tax Counsel after the date of issuance of the Funding Notes shall be timely funded by additional deposits by the Borrower into the Closing Cost Account of the Expense Fund of moneys from the Borrower not derived from the proceeds of the Borrower Loan.

In the event that the amounts on deposit in the Expense Fund or Closing Cost Account therein are not equal to the amounts payable from the Expense Fund as provided in the preceding paragraph on any date on which such amounts are due and payable, the Fiscal Agent shall give written notice to the Borrower of such deficiency and of the amount of such deficiency and request payment within two Business Days to the Fiscal Agent of the amount of such deficiency.

Written notice of any insufficiency, which results in the Governmental Lender not receiving the Governmental Lender Fee on the applicable due date, shall be provided by the Fiscal Agent to the Governmental Lender (with a copy to the Borrower and the Funding Lender) within 10 days of the respective due date.

Upon payment to the Fiscal Agent by the Borrower of such deficiency, the amounts for which such deficiency was requested shall be paid by the Fiscal Agent.

**Section 7.6. Project Fund.**

(a) All proceeds of the Funding Loan provided by the Funding Lender shall be deposited to the Funding Loan Proceeds Account of the Project Fund as advanced and disbursed as herein provided. Proceeds of the Funding Loan allocable to the Series A Funding Note (the "Series A Funding Note Project Subaccount") and the Series B Funding Note, respectively, shall be placed in separate subaccounts of the Funding Loan Proceeds Account of the Project Fund. The Borrower shall deposit, or cause to be deposited, the Equity Contributions other than the Borrower Initial Equity (as defined in the Borrower Loan Agreement) with the Fiscal Agent for further deposit into the Borrower Equity Account of the Project Fund as it is contributed by the Equity Investor to Borrower, in accordance with and subject to the terms of the Partnership Agreement, unless and to the extent required otherwise, pursuant to the Acknowledgement of Payment Direction, dated as of July 1, 2017, by the Borrower, the General Partner, the Equity Investor, TransAmerica Affordable Housing, Inc., a California corporation, the Funding Lender, and Alliance Bank, a Minnesota state chartered bank. The Fiscal Agent shall use moneys in the Funding Loan Proceeds Account and the Borrower Equity Account of the Project Fund for the acquisition and construction of the Project, to pay other Qualified Project Costs (which costs will be paid from the Series A Funding Note Project Subaccount) and to pay other costs related to the Project as provided herein.

Not less than 95% of the moneys representing proceeds of the Funding Loan deposited in and credited to the Funding Loan Proceeds Account of the Project Fund, and more specifically the Series A Project Funding Note Subaccount, including Investment Income thereon, will be expended for Qualified Project Costs, as such term is defined in the Borrower Loan Agreement (the "95% Requirement"). The amounts on deposit in the Funding Loan Proceeds Account of the Project Fund shall not be applied to the payment of Closing Costs.

Before any payment shall be made from the Project Fund, the Regulatory Agreement shall have been executed and submitted to a title company for recordation in the official records of the County and there shall be filed with the Fiscal Agent a Written Requisition of the Borrower substantially in the form attached hereto as **Exhibit C** and approved by the Funding Lender pursuant to the terms, conditions and provisions of the Construction Funding Agreement. The Fiscal Agent shall be entitled to conclusively rely upon any Written Requisition in determining whether to disburse amounts from the Project Fund.

In connection with a Written Requisition:

(i) Only the signature of an authorized officer of the Funding Lender shall be required on a Written Requisition during any period in which a default by the Borrower has occurred and is then continuing under the Borrower Loan (notice of which default has been given in writing by an authorized officer of the Funding Lender to the Fiscal Agent, and the Fiscal Agent shall be entitled to conclusively rely on any such Written Notice as to the occurrence and continuation of such a default).

(ii) The Fiscal Agent shall disburse amounts in the Project Fund upon receipt of a Written Requisition signed only by the Funding Lender (and without any need for any signature by an Authorized Borrower Representative), so long as the amount to be disbursed is to be used solely to make payments of principal, interest and/or fees due under the Funding Loan Documents.

(iii) The Fiscal Agent may conclusively rely on all Written Requisitions, the execution of the Written Requisitions by the Authorized Borrower Representative and the approval of all Written Requisitions by the Funding Lender as required by this Section, as conditions of payment from the Project Fund, which Written Requisitions constitute, as to the Fiscal Agent, irrevocable determinations that all conditions to payment of the specified amounts from the Project Fund have been satisfied. These documents shall be retained by the Fiscal Agent, subject at all reasonable times to examination by the Borrower, the Governmental Lender, the Funding Lender and the agents and representatives thereof upon reasonable notice to the Fiscal Agent. The Fiscal Agent is not required to inspect the Project or the construction work or to

make any independent investigation with respect to the matters set forth in any Written Requisition or other statements, orders, certifications and approvals received by the Fiscal Agent. The Fiscal Agent is not required to obtain completion bonds, lien releases or otherwise supervise the acquisition, construction, renovation, equipping, improvement and installation of the Project.

(b) Upon receipt of each Written Requisition submitted by the Borrower and approved in writing by the Funding Lender, the Fiscal Agent shall promptly, but in any case within three Business Days, make payment from the appropriate account within the Project Fund in accordance with such Written Requisition pursuant to the Construction Funding Agreement. The Fiscal Agent shall have no duty to determine whether any requested disbursement from the Project Fund complies with the terms, conditions and provisions of the Funding Loan Documents, constitutes payment of Qualified Project Costs or complies with the 95% Requirement. The approval in writing of a Written Requisition by the Funding Lender and shall be deemed a certification and, insofar as the Fiscal Agent and the Governmental Lender are concerned, shall constitute conclusive evidence that all of the terms, conditions and requirements of the Funding Loan Documents applicable to such disbursement have been fully satisfied or waived and the Written Requisition from the Borrower shall, insofar as the Fiscal Agent and the Governmental Lender are concerned, constitute conclusive evidence that the costs described in the Written Requisition constitute Qualified Project Costs or other permitted Project costs.

The Fiscal Agent shall immediately provide Written Notice to the Borrower and the Funding Lender if there are not sufficient funds available to or on deposit with the Fiscal Agent to make the transfers as and when required by this Section 7.6(b). Except as provided in the next sentence, all such payments shall be made by check or draft payable, or by wire transfer, either (i) directly to the person, firm or corporation to be paid, (ii) to the Borrower and such person, firm or corporation, or (iii) upon receipt by the Funding Lender of evidence that the Borrower has previously paid such amount and Written Direction to the Fiscal Agent as to such as evidenced by the Funding Lender's approval of the Written Requisition to the Borrower. Upon the occurrence of an Event of Default of the Borrower of which the Fiscal Agent has actual knowledge as provided herein, which is continuing under the Funding Loan Documents, with the Written Consent of the Funding Lender, the Fiscal Agent may apply amounts on deposit in the Project Fund to the payment of principal of and interest on the Funding Notes. If a Written Requisition signed by the Authorized Borrower Representative and countersigned by an authorized officer of the Funding Lender is received by the Fiscal Agent, the requested disbursement shall be paid by the Fiscal Agent as soon as practicable, but in no event later than three Business Days following receipt thereof by the Fiscal Agent. Upon final disbursement of all amounts on deposit in the Project Fund, the Fiscal Agent shall close the Project Fund. Any amounts remaining on deposit in the Borrower Equity Account of the Project Fund following Completion of the Project



shall be applied as set forth in the written instructions of the Borrower and the Funding Lender. Any amounts remaining on deposit in the Borrower Equity Account of the Project Fund on the Conversion Date shall be paid by the Fiscal Agent to the Borrower.

(c) Immediately prior to any mandatory prepayment of the Funding Loan pursuant hereto, any amounts then remaining in the Project Fund shall, at the written direction of the Funding Lender, be transferred to the Funding Loan Payment Fund to be applied to the prepayment of the Funding Notes pursuant hereto.

(d) Amounts on deposit in the Project Fund shall be invested in Permitted Investments directed in writing by the Borrower. Investment Income earned on amounts on deposit in the Project Fund shall be retained in and credited to and become a part of the amounts on deposit in the Project Fund.

**Section 7.7. Rebate Fund.** All amounts in the Rebate Fund shall be held, invested and disbursed by the Fiscal Agent in accordance with the provisions of this Section. The Borrower shall have the absolute obligation to deposit funds into the Rebate Fund in accordance with the provisions of the Tax Agreement. At the Written Direction of the Borrower, the Fiscal Agent shall make rebate payments to the United States Treasury. The Fiscal Agent shall conclusively be deemed to have complied with such provisions if it follows the written instructions of the Borrower and shall not be required to take any actions under the Tax Agreement on behalf of the Borrower in the absence of written instructions from the Borrower.

Within the Rebate Fund, the Fiscal Agent shall maintain such accounts as shall be necessary to comply with written instructions of the Borrower. Subject to the transfer provisions provided below, all money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Agreement), for payment to the federal government of the United States of America. Neither the Governmental Lender, the Borrower nor the funding Lender shall have any rights in or claim to such money. The Fiscal Agent shall not be responsible for calculating rebate amounts or for the adequacy or correctness of any rebate report or rebate calculations. The Fiscal Agent shall have no independent duty to review such calculations or enforce the compliance by the Borrower with such rebate requirements. The Fiscal Agent shall have no duty or obligation to determine the applicability of the Code and shall only be obligated to act in accordance with written instructions provided by the Borrower.

The Fiscal Agent shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from money held in the funds and accounts created under this Funding Loan Agreement or from other money provided to the Fiscal Agent by the Borrower.

At the written direction of the Borrower, the Fiscal Agent shall invest all amounts held in the Rebate Fund in Qualified Investments. The Fiscal Agent shall not be liable for any consequences arising from such investment or investments.

**ARTICLE VIII  
REPRESENTATIONS AND COVENANTS**

**Section 8.1. General Representations.** The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a municipal corporation and political subdivision under the laws of the State, including the Act, has the power and authority to (i) enter into the Funding Loan Documents to which it is a party and the transactions contemplated thereby, (ii) incur the limited obligation represented by the Funding Notes and the Funding Loan and apply the proceeds of such obligation or loan to finance a portion of the costs of the Project and (iii) carry out its other obligations under this Funding Loan Agreement and the Funding Notes, and by proper action has duly authorized the Governmental Lender's execution and delivery of, and its performance under, such Funding Loan Documents and all other agreements and instruments relating thereto.

(b) The Governmental Lender is not in default under or in violation of, and the execution and delivery of the Funding Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not conflict or constitute a default under or a violation of, (i) the Act, (ii) to its knowledge, any other existing laws, rules, regulations, judgments, decrees and orders applicable to it, or (iii) to its knowledge, the provisions of any agreements and instruments to which the Governmental Lender is a party, a default under or violation of which would prevent it from entering into the Funding Loan Agreement, executing and delivering the Funding Notes, financing the Project, executing and delivering the other Funding Loan Documents to which it is a party or consummating the transactions contemplated thereby, and, to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice, or both, would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representations as to the necessity of registering the Funding Notes pursuant to any securities laws or complying with any other requirements of securities laws).

(c) No litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending or, to its knowledge, threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to execute or deliver the Funding Loan Documents to which it is a party, (iii) the validity or enforceability of any such Funding Loan Documents or the transactions contemplated thereby, (iv) the title of any officer of the Governmental Lender who executed such Funding Loan Documents, or (v) any authority or proceedings relating to the execution and delivery of such Funding Loan Documents on behalf of the Governmental Lender, and no such authority or proceedings have been repealed, revoked, rescinded or amended but are in full force and effect.

(d) The revenues and receipts to be derived from the Borrower Loan Agreement, the Funding Notes and this Funding Loan Agreement have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan Agreement as evidenced by the Funding Notes.

(e) Relating to the Series A Funding Note, the State has provided an allocation of the State's 2017 private activity bond volume cap under Section 146 of the Code to the Governmental Lender.

THE ISSUER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

**Section 8.2. No Encumbrance on Security.** The Governmental Lender will not knowingly create or knowingly permit the creation of any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

**Section 8.3. Repayment of Funding Loan.** Solely from amounts pledged therefor, and subject to the provisions of Article V hereof, the Governmental Lender will duly and punctually repay, or cause to be repaid, the Funding Loan, as evidenced by the Funding Notes, as and when the same shall become due, all in accordance with the terms of the Funding Notes and this Funding Loan Agreement.

**Section 8.4. Servicer.** The Funding Lender may appoint a Servicer to service and administer the Borrower Loan on behalf of the Funding Lender and the Fiscal Agent, including without limitation the fulfillment of rights and responsibilities granted by the Governmental Lender to the Funding Lender pursuant to Section 2.1 of the Borrower Loan Agreement.

**Section 8.5. Borrower Loan Agreement Performance.**

(a) The Funding Lender, the Fiscal Agent and the Servicer, if any, on behalf of the Governmental Lender, may (but shall not be required or obligated) perform and observe any such agreement or covenant of the Governmental Lender under the Borrower Loan Agreement, all to the end that the Governmental Lender's rights under the Borrower Loan Agreement may be unimpaired and free from default.

(b) The Governmental Lender will promptly notify the Borrower, the Fiscal Agent, the Servicer and the Funding Lender in writing of the occurrence of any Borrower Loan Agreement Default, provided that the Governmental Lender has received written notice or otherwise has knowledge of such event.

**Section 8.6. Maintenance of Records; Inspection of Records.**

(a) The Fiscal Agent shall keep and maintain adequate records pertaining to any funds and accounts established hereunder, including all deposits to and disbursements from said funds and accounts and shall keep and maintain the registration books for the Funding Loan and interests therein. The Fiscal Agent shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal, interest and premium paid on the Funding Loan, subject to the inspection of the Funding Lender and the Governmental Lender and their representatives at all reasonable times and upon reasonable prior notice.

(b) The Governmental Lender and the Funding Lender will at any and all times, upon the reasonable request of the Servicer, the Borrower, the Fiscal Agent, the Governmental Lender or the Funding Lender, afford and procure a reasonable opportunity by their respective representatives to inspect the books, records, reports and other papers of the Governmental Lender or the Funding Lender, as appropriate, relating to the Project and the Funding Loan, if any, and to make copies thereof.

**Section 8.7. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, but subject always to Article V of the Funding Loan Agreement, it will:

(a) Enforce or cause to be enforced all obligations of the Borrower under the Regulatory Agreement in accordance with its terms and seek to cause the Borrower to correct any violation of the Regulatory Agreement within a reasonable period after any such violation is first discovered;

(b) Not take or cause to be taken any other action or actions, or fail to take any action or actions, which would cause the interest payable on the Series A Funding Note to be includable in gross income for federal income tax purposes;

(c) At all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Series A Funding Note will be excluded from the gross income of the holders of the Series A Funding Note for federal income tax purposes, pursuant to Section 103 of the Code, except in the event where any holder of the Funding Loan (allocated to the Series A Funding Note) or a portion thereof is a "substantial user" of the facilities financed with the Funding Loan or a "related person" within the meaning of Section 147(a) of the Code;

(d) Not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Funding Loan (allocated to the Series A Funding Note) to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations;

(e) Relating to the Series A Funding Note, require the Borrower to agree, pursuant to the terms and provisions of the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Funding Loan to be an “arbitrage bond” within the meaning of Sections 103(b) and 148 of the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

(f) Require the Borrower to take all steps necessary to compute and pay any arbitrage rebate in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 8.7, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Agreement, which are by this reference incorporated into this Funding Loan Agreement and made a part of this Funding Loan Agreement as if set forth in this Funding Loan Agreement in full.

For purposes of this Section 8.7, the Governmental Lender’s compliance shall be based solely on matters within the Governmental Lender’s control and no acts, omissions or directions of the Borrower, the Fiscal Agent, the Funding Lender or any other Persons shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender and the Fiscal Agent may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

**Section 8.8. Performance by the Borrower.** Without relieving the Governmental Lender from the responsibility for performance and observance of the agreements and covenants required to be performed and observed by it hereunder, the Borrower, on behalf of the Governmental Lender, may perform any such agreement or covenant if no Borrower Loan Agreement Default or Potential Default under the Borrower Loan Agreement exists.

**Section 8.9. Maintenance of Records.** The Funding Lender shall keep and maintain adequate records pertaining to funds and accounts relative to the Borrower Loan not established with the Fiscal Agent, if any, including all deposits to and disbursements from said funds and accounts and will provide information and records relating thereto to the Fiscal Agent or the Governmental Lender upon request.

## ARTICLE IX DEFAULT; REMEDIES

**Section 9.1. Events of Default.** Any one or more of the following shall constitute an event of default (an “Event of Default”) under this Funding Loan Agreement (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) A default in the payment of any interest upon the Funding Notes when such interest becomes due and payable; or

(b) A default in the payment of principal of, or premium on, the Funding Notes when such principal or premium becomes due and payable, whether at its stated maturity, by declaration of acceleration or call for mandatory prepayment or otherwise; or

(c) Subject to Section 8.8 hereof, default in the performance or breach of any material covenant or warranty of the Governmental Lender in this Funding Loan Agreement (other than a covenant or warranty or default in the performance or breach of which is elsewhere in this Section specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given written notice, as provided in Section 12.1 hereof, to the Governmental Lender, the Fiscal Agent and the Borrower by the Funding Lender or the Servicer, specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" under this Funding Loan Agreement; provided that, so long as the Governmental Lender, or the Borrower on its behalf, has commenced to cure such failure to observe or perform within the thirty (30) day cure period and the subject matter of the default is not capable of cure within said thirty (30) day period and the Governmental Lender, or the Borrower on its behalf, is diligently pursuing such cure to the Funding Lender's satisfaction, with the Funding Lender's Written Direction or Written Consent, then the Governmental Lender, or the Borrower on its behalf, shall have an additional period of time as reasonably necessary (not to exceed 30 days unless extended in writing by the Funding Lender) within which to cure such default; or

(d) A default in the payment of any Borrower Payment Obligations; or

(e) Any other "Default" or "Event of Default" under any of the other Funding Loan Documents (taking into account any applicable grace periods therein).

Any notice of default delivered by the Funding Lender to the Borrower shall be contemporaneously delivered to the Equity Investor.

**Section 9.2. Acceleration of Maturity; Rescission and Annulment.**

(a) Subject to the provisions of Section 9.9 hereof, upon the occurrence of an Event of Default under Section 9.1 hereof, then and in every such case, the Funding Lender may declare the principal of the Funding Loan and the Funding Notes and the interest accrued to be immediately due and payable, by notice to the Fiscal Agent, the Governmental Lender and the Borrower and upon any such declaration, all principal of and Prepayment Premium, if any, and interest on the Funding Loan and the Funding Notes shall become immediately due and payable.

(b) At any time after a declaration of acceleration has been made pursuant to subsection (a) of this Section, the Funding Lender may by Written Notice to the Fiscal Agent, the Borrower and the Governmental Lender, rescind and annul such declaration and its consequences if:

(i) There has been deposited with the Fiscal Agent or the Funding Lender a sum sufficient to pay (1) all overdue installments of interest on the Funding Loan, (2) the principal of and Prepayment Premium on the Funding Loan that has become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in the Funding Loan, (3) to the extent that payment of such interest is lawful, interest upon overdue installments of interest at the rate or rates prescribed therefor in the Funding Loan, and (4) all sums paid or advanced by the Funding Lender and the reasonable compensation, expenses, disbursements and advances of the Funding Lender, its agents and counsel (but only to the extent not duplicative with subclauses (1) and (3) above); and

(ii) All Events of Default, other than the nonpayment of the principal of the Funding Loan which have become due solely by such declaration of acceleration, have been cured or have been waived in writing as provided in Section 9.9 hereof.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

(c) Notwithstanding the occurrence and continuation of an Event of Default, it is understood that the Funding Lender shall pursue no remedies against the Borrower or the Project if no Borrower Loan Agreement Default has occurred and is continuing. An Event of Default hereunder shall not in and of itself constitute a Borrower Loan Agreement Default.

**Section 9.3. Additional Remedies; Funding Lender Enforcement.**

(a) Upon the occurrence of an Event of Default, the Funding Lender may, subject to the provisions of this Section 9.3 and Section 9.9 hereof, proceed to protect and enforce its rights by mandamus or other suit, action or proceeding at law or in equity. No remedy conferred by this Funding Loan Agreement upon or remedy reserved to the Funding Lender is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy given to the Funding Lender hereunder or now or hereafter existing at law or in equity or by statute. The Funding Lender acknowledges and agrees that the Governmental Lender shall not be responsible or liable for any fees and expenses incurred by the Funding Lender in connection with pursuing remedies under this Article IX other than from Pledged Revenues.

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. The Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies with respect to the Security as are available under the UCC applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

(i) to take possession of the Security or any part thereof, with or without legal process, and to hold, service, administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited to) the sale of all or part of the Security;

(ii) to become mortgagee of record for the Borrower Loan including, without limitation, completing the assignment of the Security Instrument by the Governmental Lender to the Funding Lender as anticipated by this Funding Loan Agreement, and recording the same in the real estate records of the jurisdiction in which the Project is located, without further act or consent of the Governmental Lender, and to service and administer the same for its own account;

(iii) to service and administer the Funding Loan as agent and on behalf of the Governmental Lender or otherwise, and, if applicable, to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, and to take such alternative courses of action, as it may deem appropriate; or

(iv) to take such steps to protect and enforce its rights whether by action, suit or proceeding in equity or at law for the specific performance of any covenant, condition or agreement in the Funding Notes, this Funding Loan Agreement or the other Funding Loan Documents, or the Borrower Loan Documents, or in and of the execution of any power herein granted, or for foreclosure hereunder, or for enforcement of any other appropriate legal or equitable remedy or otherwise as the Funding Lender may elect.

(c) Whether or not an Event of Default has occurred, the Funding Lender, in its sole discretion, shall have the sole right to waive or forbear any term, condition, covenant or agreement of the Security Instrument, the Borrower Loan Agreement, the Borrower Notes or any other Borrower Loan Documents or Funding Loan Documents applicable to the Borrower, or any breach thereof, other than a covenant that would adversely impact the tax exempt status of the interest on the Series A Funding Note, and provided that the Governmental Lender may enforce specific performance with respect to the Unassigned Rights; provided, however, that any such forbearance by the Funding



Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory Agreement, and if such default remains uncured for a period of 60 days after the Borrower, the Governmental Lender, the Fiscal Agent and the Funding Lender receive Written Notice stating that a default under the Regulatory Agreement has occurred and specifying the nature of the default, the Funding Lender shall have the right to seek specific performance of the provisions of the Regulatory Agreement or to exercise its other rights or remedies thereunder; provided, however, that any such forbearance by the Funding Lender in the exercise of its remedies under the Funding Loan Documents shall not be construed as a waiver by the Funding Lender of any Conditions to Conversion.

(e) If the Borrower defaults in the performance of its obligations under the Borrower Loan Agreement to make rebate payments, to comply with any applicable continuing disclosure requirements, or to make payments owed pursuant to Sections 2.5, 5.14 or 5.15 of the Borrower Loan Agreement for fees, expenses or indemnification, the Funding Lender shall have the right to exercise all its rights and remedies thereunder (subject to the last paragraph of Section 9.14 hereof).

**Section 9.4. Application of Money Collected.** Any money collected by the Funding Lender or the Fiscal Agent pursuant to this Article and any other sums then held by the Funding Lender as part of the Security, shall be applied in the following order, at the date or dates fixed by the Funding Lender:

(a) First: To the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to the Governmental Lender, the Funding Lender, the Servicer, the Fiscal Agent and the Rebate Analyst;

(b) Second: To the payment of the whole amount of the Funding Loan, as evidenced by the Funding Notes, then due and unpaid in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Funding Loan) on overdue principal of, and Prepayment Premium and overdue installments of interest on the Funding Loan; provided, however, that partial interests in any portion of the Funding Loan shall be paid in such order of priority as may be prescribed by Written Direction of the Funding Lender in its sole and absolute discretion; and

(c) Third: The payment of the remainder, if any, to the Borrower or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

**Section 9.5. Remedies Vested in Funding Lender.** All rights of action and claims under this Funding Loan Agreement or the Funding Notes may be prosecuted and enforced by the Funding Lender without the possession of the Funding Notes or the production thereof in any proceeding relating thereto.

**Section 9.6. Restoration of Positions.** If Funding Lender shall have instituted any proceeding to enforce any right or remedy under this Funding Loan Agreement and such proceeding shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Funding Lender, then and in every such case the Governmental Lender and the Funding Lender shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Governmental Lender and the Funding Lender shall continue as though no such proceeding had been instituted.

**Section 9.7. Rights and Remedies Cumulative.** No right or remedy herein conferred upon or reserved to the Funding Lender is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

**Section 9.8. Delay or Omission Not Waiver.** No delay or omission of the Funding Lender to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence therein. Every right and remedy given by this Article or by law to the Funding Lender may be exercised from time to time, and as often as may be deemed expedient, by Funding Lender. No waiver of any default or Event of Default pursuant to Section 9.9 hereof shall extend to or shall affect any subsequent default or Event of Default hereunder or shall impair any rights or remedies consequent thereon.

**Section 9.9. Waiver of Past Defaults.** Before any judgment or decree for payment of money due has been obtained by the Funding Lender, the Funding Lender may, subject to Section 9.6 hereof, by Written Notice to the Fiscal Agent, the Governmental Lender and the Borrower, waive any past default hereunder or under the Borrower Loan Agreement and its consequences except for default in obligations due the Governmental Lender pursuant to or under the Unassigned Rights. Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Funding Loan Agreement and the Borrower Loan Agreement; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

**Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Notes.** As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Governmental Lender, to declare any default and exercise any remedies under the Borrower Loan Agreement or the Borrower Notes, whether or not the Funding Notes have been accelerated or declared due and payable by reason of an Event of Default.

**Section 9.11. Waiver of Appraisal and Other Laws.**

(a) To the extent permitted by law, the Governmental Lender will not at any time insist upon, plead, claim or take the benefit or advantage of, any appraisal, valuation, stay, extension or redemption law now or hereafter in force, in order to prevent or hinder the enforcement of this Funding Loan Agreement; and the Governmental Lender, for itself and all who may claim under it, so far as it or they now or hereafter may lawfully do so, hereby waives the benefit of all such laws. The Governmental Lender, for itself and all who may claim under it, waives, to the extent that it may lawfully do so, all right to have the property in the Security marshaled upon any enforcement hereof.

(b) If any law now in effect prohibiting the waiver referred to in Section 9.11(a), shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to constitute any part of the contract herein contained or to preclude the application of this Section 9.11.

**Section 9.12. Suits to Protect the Security.** The Funding Lender shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect its interests in the Security and in the rents, issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any Governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interests of the Funding Lender.

**Section 9.13. Remedies Subject to Applicable Law.** All rights, remedies and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law in the premises, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Funding Loan Agreement invalid, unenforceable or not entitled to be recorded, registered or filed under the provisions of any applicable law.

**Section 9.14. Assumption of Obligations.** If the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu

of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Notes, the Regulatory Agreement, the Tax Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

It is the intention of the parties hereto that upon the occurrence and continuance of an Event of Default hereunder, rights and remedies may be pursued pursuant to the terms of the Funding Loan Documents.

**ARTICLE X**  
**AMENDMENT; AMENDMENT OF FUNDING LOAN AGREEMENT**  
**AND OTHER DOCUMENTS**

**Section 10.1. Amendment of Funding Loan Agreement.** Any of the terms of this Funding Loan Agreement and the Funding Notes may be amended or waived only by an instrument signed by the Funding Lender, the Fiscal Agent and the Governmental Lender; provided, however, no such amendment which materially affects the rights, duties, obligations or other interests of the Borrower shall be made without the consent of the Borrower, and, provided further, that if the Borrower is in default under any Funding Loan Document, no Borrower consent shall be required unless such amendment has a material adverse effect on the rights, duties, obligations or other interests of the Borrower. All of the terms of this Funding Loan Agreement shall be binding upon the successors and assigns of and all persons claiming under or through the Governmental Lender, the Fiscal Agent or any such successor or assign, and shall inure to the benefit of and be enforceable by the successors and assigns of the Funding Lender and the Fiscal Agent.

**Section 10.2. Amendments Require Funding Lender Consent.** Neither the Governmental Lender nor the Fiscal Agent shall consent to any amendment, change or modification of the Borrower Loan Agreement or any other Borrower Loan Document or Funding Loan Document without the prior Written Consent of the Funding Lender.

**Section 10.3. Consents and Opinions.** No amendment to this Funding Loan Agreement or any other Funding Loan Document entered into under this Article X or any amendment, change or modification otherwise permitted under this Article X shall become effective unless and until (i) the Funding Lender shall have approved the same in writing in its sole discretion and (ii) the Funding Lender, the Governmental Lender and the Fiscal Agent shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Funding Loan Agreement and is a legal, valid and binding obligation of the parties thereto, subject to normal exceptions relating to bankruptcy, insolvency and equitable principles limitations.

**ARTICLE XI  
THE FISCAL AGENT**

**Section 11.1. Appointment of Fiscal Agent; Acceptance.** The Governmental Lender hereby appoints U.S. Bank National Association as Fiscal Agent hereunder. The Fiscal Agent shall signify its acceptance of the duties and obligations imposed upon it by this Funding Loan Agreement by executing this Funding Loan Agreement.

**Section 11.2. Certain Duties and Responsibilities of Fiscal Agent.**

(a) The Fiscal Agent undertakes to perform such duties and only such duties as are specifically set forth in this Funding Loan Agreement, and no implied covenants or obligations shall be read into this Funding Loan Agreement against the Fiscal Agent.

(b) If an event of default exists hereunder or under any Borrower Loan Document of which Fiscal Agent has been provided Written Notice, the Fiscal Agent shall exercise such of the rights and powers vested in it by this Funding Loan Agreement, and subject to Section 11.2(c)(iii) hereof, use the same degree of care and skill in their exercise, as a prudent corporate trust officer would exercise or use under the circumstances in the conduct of corporate trust business. The Fiscal Agent, prior to the occurrence of an event of default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Funding Loan Agreement, and no implied covenants or obligations should be read into this Funding Loan Agreement against the Fiscal Agent.

(i) The Fiscal Agent may consult with counsel, and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Fiscal Agent hereunder in good faith and in reliance thereon.

(ii) The Fiscal Agent shall not be accountable for the use or application by the obligor of the Funding Notes or the proceeds thereof or for the use or application of any money paid over by the Fiscal Agent in accordance with the provisions of this Funding Loan Agreement or for the use and application of money received by any paying agent.

(iii) The Fiscal Agent shall not be liable for any loss, expense or liability incurred as a result of such investment made in accordance with directions of the Borrower or the Governmental Lender, as applicable.

(c) No provision of this Funding Loan Agreement shall be construed to relieve the Fiscal Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, in each case, as finally adjudicated by a court of law, except that:

(i) This subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Fiscal Agent shall not be liable for any error of judgment made in good faith, unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts;

(iii) The Fiscal Agent shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Funding Lender relating to the time, method and place of conducting any proceeding for any remedy available to the Fiscal Agent, or exercising any trust or power conferred upon the Fiscal Agent under this Funding Loan Agreement; and

(iv) No provision of this Funding Loan Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not assured to it in its sole discretion.

Subject to its rights to indemnification pursuant to Section 11.4 hereof, the Fiscal Agent is directed to enter into the Borrower Loan Documents to which it is a party and other related documents, solely in its capacity as Fiscal Agent.

(d) Whether or not therein expressly so provided, every provision of this Funding Loan Agreement and the other Funding Loan Documents relating to the conduct or affecting the liability of or affording protection to the Fiscal Agent shall be subject to the provisions of this Section.

(e) The Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the requirements of this Funding Loan Agreement; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Funding Loan Agreement.

(f) The permissive rights of the Fiscal Agent to do things enumerated in this Funding Loan Agreement shall not be construed as a duty.

(g) The rights of the Fiscal Agent and limitations of liability enumerated herein and in Section 11.4 shall extend to actions taken or omitted in its role as assignee of the Governmental Lender under the Borrower Loan Agreement and the other Funding Loan Documents.

(h) In connection with the issuance of the Funding Notes, certain moneys will be deposited with the Fiscal Agent before the closing date pursuant to one or more letters of instruction from the provider or providers of such money. Such moneys will be held by the Fiscal Agent subject to the terms and conditions of this Funding Loan Agreement in addition to terms provided in such letter(s) of instruction. For such purpose the standards of care, provisions regarding responsibilities and indemnification and other sections relating to the Fiscal Agent contained in this Funding Loan Agreement and the Borrower Loan Agreement (the "Effective Provisions") shall be effective as of the first day of receipt by the Fiscal Agent of such moneys. The Effective Provisions shall be deemed incorporated into such letter(s) of instructions.

**Section 11.3. Notice of Defaults.** Upon the occurrence of any default hereunder or under any Borrower Loan Document and provided that a Responsible Officer of the Fiscal Agent is aware of or has received Written Notice of the existence of such default, promptly, and in any event within 15 days, the Fiscal Agent shall transmit to the Governmental Lender, the Borrower, the Equity Investor, the Servicer, if any, and the Funding Lender, in the manner and at the addresses for notices set forth in Section 12.1 hereof, notice of such default hereunder known to the Fiscal Agent pursuant to Section 11.4(g) hereof, unless such default shall have been cured or waived.

**Section 11.4. Certain Rights of Fiscal Agent.** Except as otherwise provided in Section 11.1 hereof:

(a) The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, debenture, coupon or other paper or document believed by it to be genuine and to have been signed or presented by the purported proper party or parties;

(b) Any request or direction of the Governmental Lender mentioned herein shall be sufficiently evidenced by a certificate or order executed by an Authorized Governmental Lender Representative;

(c) Whenever in the administration of this Funding Loan Agreement or any Borrower Loan Document the Fiscal Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Fiscal Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Written Certificate of the Governmental Lender, the Funding Lender, the Servicer or the Borrower, as appropriate;

(d) The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Funding Loan Agreement or any Borrower Loan Document at the request or direction of the Funding Lender, pursuant to this Funding Loan Agreement, unless the Funding Lender shall have offered to the Fiscal Agent in

writing security or indemnity reasonably satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction, except costs, expenses and liabilities which are adjudicated to have resulted from its own negligence or willful misconduct, provided, that nothing contained in this subparagraph (d) shall be construed to require such security or indemnity for the performance by the Fiscal Agent of its obligations under Section 8.6 hereof;

(e) The Fiscal Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, debenture, coupon or other paper or document but the Fiscal Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Fiscal Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine the books and records of the Governmental Lender, if any, and of the Borrower, in either case personally or by agent or attorney after reasonable notice and during normal business hours;

(f) The Fiscal Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and pay reasonable compensation thereto and the Fiscal Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder. The Fiscal Agent may act upon the advice of counsel of its choice concerning all matters hereof and the Fiscal Agent shall not be responsible for any loss or damage resulting from any action or inaction taken in good faith reliance upon said advice; and

(g) The Fiscal Agent shall not be required to take notice or be deemed to have notice of any default hereunder or under any Borrower Loan Document except for failure by the Borrower to make payments of principal, interest, premium, if any, or the Governmental Lender Fee when due, unless a Responsible Officer of the Fiscal Agent shall be specifically notified by a Written Direction of such default by the Governmental Lender, the Servicer or the Funding Lender, and all notices or other instruments required by this Funding Loan Agreement or under any Borrower Loan Document to be delivered to the Fiscal Agent, must, in order to be effective, be delivered in writing to a Responsible Officer of the Fiscal Agent at the Office of the Fiscal Agent, and in the absence of such Written Notice so delivered the Fiscal Agent may conclusively assume there is no default as aforesaid.

**Section 11.5. Not Responsible for Recitals.** The recitals contained herein and in the Funding Notes shall be taken as the statements of the Governmental Lender, and the Fiscal Agent assumes no responsibility for their correctness. The Fiscal Agent makes no representations as to the value or condition of the Pledged Revenues, the Security or any part thereof, or as to the title of the Governmental Lender thereto or as to the security afforded



thereby or hereby, or as to the validity or sufficiency of this Funding Loan Agreement or of the Funding Notes.

The Fiscal Agent shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the funding of the Funding Loan.

The Fiscal Agent shall not be required to monitor the financial condition of the Borrower or the physical condition of the Project. Unless otherwise expressly provided, the Fiscal Agent shall be under no obligation to analyze, review or make any credit decisions with respect to any financial statements, reports, notices, certificates or documents received hereunder but shall hold such financial statements reports, notices, certificates and documents solely for the benefit of, and review by, the Funding Lender and such other parties to whom the Fiscal Agent may provide such information pursuant to this Funding Loan Agreement. The Fiscal Agent shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

The Fiscal Agent makes no representations as to and shall have no responsibility for the sufficiency of the insurance required under any of the Borrower Loan Documents.

**Section 11.6. May Hold Funding Notes.** The Fiscal Agent in its individual or any other capacity may become the owner or pledgee of the Funding Notes and may otherwise deal with the Governmental Lender, the Funding Lender and the Borrower with the same rights it would have if it were not Fiscal Agent.

**Section 11.7. Moneys Held in Trust.** Moneys held by the Fiscal Agent in trust hereunder need not be segregated from other funds except to the extent required by law. The Fiscal Agent shall be under no liability for interest on any moneys received by it hereunder except as otherwise provided herein.

**Section 11.8. Compensation and Reimbursement.** Under the Borrower Loan Agreement, the Borrower has agreed to, except as otherwise expressly provided herein, reimburse the Fiscal Agent as provided in this Funding Loan Agreement or the Borrower Loan Agreement, upon its request for all reasonable expenses, disbursements and advances incurred or made by the Fiscal Agent in accordance with any provision of this Funding Loan Agreement (including the reasonable fees, expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Fiscal Agent's negligence or willful misconduct, both as finally adjudicated by a court of law.

When the Fiscal Agent incurs expenses or renders service in connection with any bankruptcy or insolvency proceeding, such expenses (including the fees and expenses of its counsel) and the compensation for such services are intended to constitute expenses of administration under any bankruptcy law or law relating to creditors rights generally.

(a) The Governmental Lender has no obligation to pay the Fiscal Agent for services rendered.

(b) As security for the performance of the obligations of the Borrower under this Section and for the payment of such compensation, expenses, reimbursements and indemnity, the Fiscal Agent shall have the right to use and apply any moneys held by it as Pledged Revenues.

(c) The Fiscal Agent's rights to compensation and reimbursement shall survive its resignation or removal, the payment of the Funding Loan or the Borrower Loan or the release of this Funding Loan Agreement.

**Section 11.9. Fiscal Agent Required; Eligibility.** Any successor Fiscal Agent shall at all times be a trust company, a state banking corporation or a national banking association with the authority to accept trusts in the State approved in writing by the Governmental Lender and either (a) have a combined capital and surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, (b) be a wholly owned subsidiary of a bank holding company, or a wholly owned subsidiary of a company that is a wholly owned subsidiary of a bank holding company, having a combined capital surplus of at least \$50,000,000 as set forth in its most recent published annual report of condition, have at least \$500,000,000 of trust assets under management and have a combined capital surplus of at least \$2,000,000 as set forth in its most recent published annual report of condition, or (c) be otherwise acceptable to the Funding Lender in its sole and absolute discretion.

**Section 11.10. Resignation and Removal; Appointment of Successor.**

(a) No resignation or removal of the Fiscal Agent hereunder and no appointment of a successor Fiscal Agent pursuant to this Article shall become effective until the written acceptance by the successor Fiscal Agent of such appointment.

(b) The Fiscal Agent may resign at any time by giving 60 days' Written Notice thereof to the Governmental Lender, the Borrower, the Servicer, if any, and the Funding Lender. If an instrument of acceptance by a successor Fiscal Agent shall not have been delivered to the Fiscal Agent within 30 days after the giving of such notice of resignation, the resigning Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(c) The Fiscal Agent may be removed at any time with 30 days' notice by (i) the Governmental Lender, with the Written Consent of the Funding Lender, (ii) the Borrower (unless the Borrower is in default under any of the Borrower Loan Documents), with the Written Consent of the Funding Lender, or (iii) the Funding Lender by Written Notice delivered to the Fiscal Agent, the Governmental Lender and the Borrower.

(d) If the Fiscal Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the Office of the Fiscal Agent for any cause, the Governmental Lender shall promptly appoint a successor Fiscal Agent, with the consent of the Funding Lender. In case all or substantially all of the Pledged Revenues and Security shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Fiscal Agent shall be so appointed by the Governmental Lender. If, within 60 days after such resignation, removal or incapability or the occurrence of such vacancy, the Governmental Lender has failed to so appoint a successor Fiscal Agent, then a successor Fiscal Agent shall be appointed by the Funding Lender (from any institution acceptable to the Governmental Lender to serve as a fiscal agent or trustee) with Written Notice thereof delivered to the Governmental Lender, the Borrower, the Servicer, if any, and the retiring Fiscal Agent, and the successor Fiscal Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Fiscal Agent and supersede the successor Fiscal Agent appointed by such receiver or Fiscal Agent. If no successor Fiscal Agent shall have been appointed by the Governmental Lender or the Funding Lender and accepted appointment in the manner hereinafter provided, the Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

(e) The retiring Fiscal Agent shall cause Written Notice of each resignation and each removal of the Fiscal Agent and each appointment of a successor Fiscal Agent to be provided to the Funding Lender. Each notice shall include the name of the successor Fiscal Agent and the address of the office of the successor Fiscal Agent.

**Section 11.11. Acceptance of Appointment by Successor.**

(a) Every successor Fiscal Agent appointed hereunder shall execute, acknowledge and deliver to the Governmental Lender and to the retiring Fiscal Agent an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Fiscal Agent shall become effective and such successor Fiscal Agent, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Fiscal Agent; notwithstanding the foregoing, on request of the Governmental Lender or the successor Fiscal Agent, such retiring Fiscal Agent shall, upon payment of its charges, execute and deliver an instrument conveying and transferring to such successor Fiscal Agent upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Fiscal Agent, and shall duly assign, transfer and deliver to such successor Fiscal Agent all property and money held by such retiring Fiscal Agent hereunder. Upon request of any such successor Fiscal Agent, the Governmental Lender shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Fiscal Agent all such estates, properties, rights, powers and trusts.

(b) No successor Fiscal Agent shall accept its appointment unless at the time of such acceptance such successor Fiscal Agent shall be qualified and eligible under this Article, to the extent operative.

**Section 11.12. Merger, Conversion, Consolidation or Succession to Business.** Any corporation into which the Fiscal Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Fiscal Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Fiscal Agent, shall be the successor of the Fiscal Agent hereunder, provided such corporation shall be otherwise qualified and eligible under this Article, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notwithstanding the foregoing, any such successor Fiscal Agent shall cause Written Notice of such succession to be delivered to the Funding Lender within 30 days of such succession.

**Section 11.13. Appointment of Co-Fiscal Agent.** It is the purpose of this Funding Loan Agreement that there shall be no violation of any laws of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Fiscal Agent in such jurisdiction. It is recognized that in case of litigation under this Funding Loan Agreement, the Borrower Loan Agreement, any other Borrower Loan Document or the Regulatory Agreement, and in particular in case of the enforcement of any of them on default, or in case the Fiscal Agent deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Fiscal Agent or hold title to the properties, in trust, as herein provided, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Fiscal Agent appoint an additional individual or institution as a separate or co-fiscal agent. The following provisions of this Section are adopted to these ends.

The Fiscal Agent is hereby authorized to appoint an additional individual or institution as a separate or co-fiscal agent hereunder, upon Written Notice to the Governmental Lender, the Funding Lender and the Borrower, and with the consent of the Governmental Lender and the Funding Lender, but without the necessity of further authorization or consent, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Funding Loan Agreement, any Borrower Loan Document, the Regulatory Agreement or the Borrower Loan Agreement to be exercised by or vested in or conveyed to the Fiscal Agent with respect thereto shall be exercisable by and vest in such separate or co-fiscal agent but only to the extent necessary to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-fiscal agent shall run to and be enforceable by either of them.

Should any instrument in writing from the Governmental Lender be required by the separate fiscal agent or co-fiscal agent appointed by the Fiscal Agent for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request of the Fiscal Agent, be

executed, acknowledged and delivered by the Governmental Lender. In case any separate fiscal agent or co Fiscal Agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate fiscal agent or co-fiscal agent, so far as permitted by law, shall vest in and be exercised by the Fiscal Agent until the appointment of a successor to such separate fiscal agent or co-fiscal agent.

**Section 11.14. Loan Servicing.** The Governmental Lender and the Fiscal Agent acknowledge that the Funding Lender shall have the right to appoint a Servicer to service and administer the Funding Loan and Borrower Loan, as set forth in a Servicing Agreement. The Funding Lender shall provide Written Notice to the Fiscal Agent of the appointment, termination or replacement of any Servicer. The Governmental Lender and the Fiscal Agent shall not be responsible for monitoring the performance of any Servicer or for any acts or omissions of such Servicer. The Funding Lender may, in its sole discretion, terminate or replace the Servicer.

**Section 11.15. No Recourse Against Officers or Employees of Fiscal Agent.** No recourse with respect to any claim related to any obligation, duty or agreement contained in this Funding Loan Agreement or any other Funding Loan Document shall be had against any officer or employee, as such, of the Fiscal Agent, it being expressly understood that the obligations, duties and agreements of the Fiscal Agent contained in this Funding Loan Agreement and the other Funding Loan Documents are solely corporate in nature.

**Section 11.16. USA Patriot Act Requirements of the Fiscal Agent.** To help the government of the United States of America fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Fiscal Agent may request documentation to verify such person's formation and existence as a legal entity and the identity of the owners or controlling persons thereof. The Fiscal Agent may also request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent such person or other relevant documentation.

## ARTICLE XII MISCELLANEOUS

**Section 12.1. Notices.** All notices, demands, requests and other communications required or permitted to be given by any provision of this Funding Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Borrower: Spring Lake Park Leased Housing Associates I, LLLP  
2905 Northwest Boulevard #150  
Plymouth, Minnesota 55441  
Attention: Mark S. Moorhouse and Owen C. Metz  
E-mail: mmoorhouse@dominiuminc.com  
ometz@dominiuminc.com  
Telephone: (763) 354-5618

with a copy to: Winthrop & Weinstine, P.A.  
225 South Sixth Street, Suite 3500  
Minneapolis, Minnesota 55402-4629  
Attention: John D. Nolde  
E-mail: jnolde@winthrop.com  
Telephone: (612) 604-6720

If to the Equity Investor: Transamerica Financial Life Insurance Company  
c/o Aegon USA Realty Advisors  
Attention: LIHTC Reporting  
Mail Drop 5553  
4333 Edgewood Road NE  
Cedar Rapids, IA 52499-5553  
Facsimile: (319) 355-8030  
E-mail: lihtcreporting@aegonusa.com

with a copy to: Klein Hornig LLP  
101 Arch Street, Suite 1101  
Boston, MA 02110  
Attention: John R. Condon III, Esq.  
Facsimile: (617) 224-0601  
Telephone: (617) 224-0612

If to the Governmental Lender: City of Spring Lake Park, Minnesota  
1301 81st Avenue Northeast  
Spring Lake Park, Minnesota 55432  
Attention: City Administrator

with a copy to: Eckberg Lammers, P.C.  
1809 Northwestern Avenue  
Stillwater, Minnesota 55082  
Attention: Andrew J. Pratt

If to Funding Lender: Citibank, N.A.  
388 Greenwich Street, 8<sup>th</sup> Floor  
New York, New York 10013  
Attention: Transaction Management Group  
Re: Legends of Spring Lake Park Deal ID No. 24771  
Facsimile: (212) 723-8209

and a copy to: Citibank, N.A.  
325 East Hillcrest Drive, Suite 160  
Thousand Oaks, California 91360  
Attention: Operations Manager/Asset Manager  
Re: Legends of Spring Lake Park Deal ID No. 24771  
Facsimile: (805) 557-0924

Prior to the Conversion Date, with a copy to: Citibank, N.A.  
388 Greenwich Street, 8<sup>th</sup> Floor  
New York, New York 10013  
Attention: Account Specialist  
Re: Legends of Spring Lake Park Deal ID No. 24771  
Facsimile: (212) 723-8209

After the Conversion Date, with a copy to: Berkadia Commercial Mortgage LLC  
118 Welsh Road  
Horsham, Pennsylvania 19044  
Attention: Client Relations Manager  
Re: Legends of Spring Lake Park Deal ID No. 24771  
Facsimile: (215) 441-7295

And a copy of any Notices of default sent to: Citibank, N.A.  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel's Office  
Re: Legends of Spring Lake Park Deal ID No. 24771  
Facsimile: (646) 291-5754

If to Fiscal Agent: U.S. Bank National Association  
60 Livingston Avenue, 3rd Floor  
EP-MN-WS3C  
Saint Paul, Minnesota 55107-2292  
Attention: Dan Sheff, Vice President  
Facsimile: (651) 466-7430

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Funding Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex, telegraph or other telecommunication device, provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day. Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Funding Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Funding Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Funding Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

**Section 12.2. Term of Funding Loan Agreement.** This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Funding Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Funding Notes, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

**Section 12.3. Successors and Assigns.** All covenants and agreements in this Funding Loan Agreement by the Governmental Lender shall bind its successors and assigns, whether so expressed or not.

**Section 12.4. Legal Holidays.** In any case in which the date of payment of any amount due hereunder or the date on which any other act is to be performed pursuant to this Funding Loan Agreement shall be a day that is not a Business Day, then payment of such amount or such act need not be made on such date but may be made on the next succeeding Business Day, and such later payment or such act shall have the same force and effect as if made on the date of payment or the date fixed for prepayment or the date fixed for such act, and no additional interest shall accrue for the period after such date and prior to the date of payment.

**Section 12.5. Governing Law.** This Funding Loan Agreement shall be governed by and shall be enforceable in accordance with the laws of the State.



**Section 12.6. Severability.** If any provision of this Funding Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Funding Notes or in this Funding Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Funding Lender only to the full extent permitted by law.

**Section 12.7. Execution in Several Counterparts.** This Funding Loan Agreement may be contemporaneously executed in several counterparts, all of which shall constitute one and the same instrument and each of which shall be, and shall be deemed to be, an original.

**Section 12.8. Nonrecourse Obligation of the Borrower.** Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 11.1 of the Borrower Loan Agreement are by this reference incorporated herein.

**Section 12.9. Waiver of Trial by Jury.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HERETO (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS FUNDING LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

**Section 12.10. Electronic Transactions.**

(a) The transactions described in this Funding Loan Agreement may be conducted and related documents and may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

(b) For purposes of this subsection (b) of this Section, the Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Funding Loan Agreement and delivered using Electronic Means; provided, however, that Borrower, the Governmental Lender or and such other party giving such instruction (the "Sender") shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions

("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Sender whenever a person is to be added or deleted from the listing. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder. If the Sender elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The Borrower, the Governmental Lender and any other Sender understand and agree that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. Each Sender shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the Sender and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Sender. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Borrower for use by the Borrower, the Governmental Lender and the other parties who may give instructions to the Fiscal Agent under this Funding Loan Agreement; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

**Section 12.11. Reference Date.** This Funding Loan Agreement is dated for reference purposes only as of the first day of July 1, 2017.

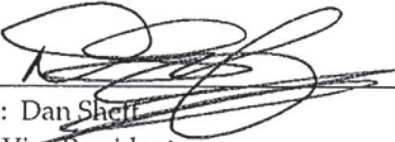
**Section 12.12. Comptroller of the Currency.** The Governmental Lender, the Funding Lender and the Borrower acknowledge that regulations of the Comptroller of the Currency grant the Borrower the right to receive brokerage confirmations of security transactions as they occur. The Borrower specifically waives such right to notification to the extent permitted by law and acknowledges that it will receive periodic transaction statements that will detail all investment transactions.

IN WITNESS WHEREOF, the Funding Lender, the Fiscal Agent and the Issuer have caused this Funding Loan Agreement to be duly executed as of the date first written above.

CITIBANK, N.A., as Funding Lender

By:   
Name: Barry Krinsky  
Authorized Signatory 

U.S. BANK NATIONAL ASSOCIATION, as  
Fiscal Agent

By:   
Name: Dan Sheff  
Title: Vice President



(SEAL)

ISSUER:

CITY OF SPRING LAKE PARK,  
MINNESOTA, as the Issuer

By: *Cindy Hansen*  
Cindy Hansen, Mayor

ATTEST:

*Daniel Buchholtz*  
Daniel Buchholtz, City Administrator

EXHIBIT A-1

FORM OF SERIES A FUNDING NOTE

THIS NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS FUNDING NOTE (A) REPRESENTS THAT IT IS A PERMITTED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS FUNDING NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

CITY OF SPRING LAKE PARK, MINNESOTA  
MULTIFAMILY HOUSING REVENUE FUNDING NOTE, SERIES 2017A  
(LEGENDS OF SPRING LAKE PARK PROJECT)

\$22,242,684

Date of Issuance: July 11, 2017

**FOR VALUE RECEIVED**, the City of Spring Lake Park, Minnesota (the "Obligor"), promises to pay to the order of CITIBANK, N.A. (the "Holder") the maximum principal sum of **Twenty Two Million Two Hundred Forty Two Thousand Six Hundred Eighty Four and No/100 Dollars** (\$22,242,684) on July 11, 2050, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under the Funding Loan Agreement, dated as of July 1, 2017 (the "Funding Loan Agreement"), among Obligor, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Funding Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

This Funding Note is a pass-through obligation relating to a portion of a loan (the "Borrower Loan") made by Obligor from a portion of the proceeds of the Funding Loan to SPRING LAKE PARK LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership, as borrower (the "Borrower"), under the Borrower Loan Agreement, dated as of July 1, 2017 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under this Funding Note.

This Funding Note and the Funding Loan are limited obligations of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. Neither the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or this Funding Note or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or the Funding Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Funding Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Funding Note is subject to the express condition that at no time shall interest be payable on this Funding Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Funding Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Funding Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Funding Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Funding Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Funding Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Funding Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

The transfer of this Funding Note is subject to certain restrictions as provided in the Funding Loan Agreement and described below and to registration by the holder in person or by the holder's attorney hereof upon surrender of this Funding Note at the principal corporate trust office of the Fiscal Agent, duly endorsed or accompanied by a written instrument or instruments of transfer in form satisfactory to the Fiscal Agent and executed and with guaranty of signature by the holder hereof or his, her or its attorney duly authorized in writing, containing written instructions as to the details of the registration of the transfer of this Funding Note. Thereupon the Obligor shall execute (if necessary) and the Fiscal Agent shall authenticate and deliver in the name of the transferee or transferees (but not registered in blank or to "bearer" or a similar designation), a new Funding Note.

This Funding Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

**IN WITNESS WHEREOF**, the undersigned has duly executed and delivered this Funding Note or caused this Funding Note to be duly executed and delivered by its authorized



representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

(SEAL)

**CITY OF SPRING LAKE PARK,  
MINNESOTA**

By: \_\_\_\_\_  
Cindy Hansen, Mayor

Attest:

By: \_\_\_\_\_  
Daniel Buchholtz, City Administrator

**CERTIFICATE OF AUTHENTICATION**

This Funding Note is the Funding Note described in the within mentioned Funding Loan Agreement.

Date of Authentication: July \_\_, 2017

**U.S. BANK NATIONAL ASSOCIATION**, as  
Fiscal Agent

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

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

Title: Vice President

EXHIBIT A-2

FORM OF SERIES B FUNDING NOTE

THIS NOTE MAY BE OWNED ONLY BY AN APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS FUNDING NOTE (A) REPRESENTS THAT IT IS A PERMITTED TRANSFEREE AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS FUNDING NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED TRANSFEREE IN ACCORDANCE WITH THE TERMS OF THE FUNDING LOAN AGREEMENT.

CITY OF SPRING LAKE PARK, MINNESOTA  
MULTIFAMILY HOUSING REVENUE FUNDING NOTE, SERIES 2017B  
(LEGENDS OF SPRING LAKE PARK PROJECT)

\$10,770,000

Date of Issuance: July 11, 2017

**FOR VALUE RECEIVED**, the City of Spring Lake Park, Minnesota (the "Obligor"), promises to pay to the order of CITIBANK, N.A. (the "Holder") the maximum principal sum of **Ten Million Seven Hundred Seventy Thousand and No/100 Dollars** (\$10,770,000) on July 11, 2050, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under the Funding Loan Agreement, dated as of July 1, 2017 (the "Funding Loan Agreement"), among Obligor, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"), and Holder, an amount in immediately available funds sufficient to pay the principal amount of and Prepayment Premium, if any, on this Funding Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts held derived from proceeds of the Borrower Loan, condemnation awards or insurance proceeds or investment earnings thereon are applied to the payment of principal due on the Funding Loan in accordance with the Funding Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of Funding Loan so paid. Capitalized terms not otherwise defined herein shall have the meaning assigned in the Funding Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Funding Loan is payable interest on the unpaid balance hereof in an amount in immediately available funds sufficient to pay the interest on the Funding Loan then due and payable in the amounts and at the rate or rates set forth in the Funding Loan Agreement.

This Funding Note is a pass-through obligation relating to a portion of a loan (the "Borrower Loan") made by Obligor from a portion of the proceeds of the Funding Loan to SPRING LAKE PARK LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership, as borrower (the "Borrower"), under the Borrower Loan Agreement, dated as of July 1, 2017 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under this Funding Note.

This Funding Note and the Funding Loan are limited obligations of the Obligor, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned under the Funding Loan Agreement. Neither the Governmental Lender, the State, or any political subdivision thereof (except the Governmental Lender, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or this Funding Note or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein and in the Funding Loan Agreement, and none of the Funding Loan or the Funding Note or any of the Governmental Lender's agreements or obligations with respect to the Funding Loan or this Funding Note shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement or in the Borrower Loan Agreement.

This Funding Note is subject to the express condition that at no time shall interest be payable on this Funding Note or the Funding Loan at a rate in excess of the Maximum Rate provided in the Funding Loan Agreement; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of such Maximum Rate. If by the terms of this Funding Note or of the Funding Loan Agreement, Obligor is required to pay interest at a rate in excess of such Maximum Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to such Maximum Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Funding Note is subject to all of the terms, conditions, and provisions of the Funding Loan Agreement, including those respecting prepayment and the acceleration of maturity.

If there is an Event of Default under the Funding Loan Documents, then in any such event and subject to the requirements set forth in the Funding Loan Agreement, the Holder may declare the entire unpaid principal balance of this Funding Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Funding Loan Documents are hereby made part of this Funding Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Funding Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Funding Note and the Funding Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, as set forth in the Funding Loan Agreement.

The transfer of this Funding Note is subject to certain restrictions as provided in the Funding Loan Agreement and described below and to registration by the holder in person or by the holder's attorney hereof upon surrender of this Funding Note at the principal corporate trust office of the Fiscal Agent, duly endorsed or accompanied by a written instrument or instruments of transfer in form satisfactory to the Fiscal Agent and executed and with guaranty of signature by the holder hereof or his, her or its attorney duly authorized in writing, containing written instructions as to the details of the registration of the transfer of this Funding Note. Thereupon the Obligor shall execute (if necessary) and the Fiscal Agent shall authenticate and deliver in the name of the transferee or transferees (but not registered in blank or to "bearer" or a similar designation), a new Funding Note.

This Funding Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

**IN WITNESS WHEREOF**, the undersigned has duly executed and delivered this Funding Note or caused this Funding Note to be duly executed and delivered by its authorized

representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

(SEAL)

**CITY OF SPRING LAKE PARK,  
MINNESOTA**

By: \_\_\_\_\_  
Cindy Hansen, Mayor

Attest:

By: \_\_\_\_\_  
Daniel Buchholtz, City Administrator

**CERTIFICATE OF AUTHENTICATION**

This Funding Note is the Funding Note described in the within mentioned Funding Loan Agreement.

Date of Authentication: July \_\_, 2017

**U.S. BANK NATIONAL ASSOCIATION**, as  
Fiscal Agent

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

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

Title: Vice President

**EXHIBIT B**

**FORM OF REQUIRED TRANSFEREE REPRESENTATIONS**

[ \_\_\_\_\_, 20\_\_ ]

City of Spring lake Park  
1301 81st Avenue Northeast  
Spring Lake Park, Minnesota 55432  
Attention: City Administrator

U.S. Bank National Association  
60 Livingston Avenue, 3rd Floor  
EP-MN-WS3C  
Saint Paul, Minnesota 55107-2292  
Attention: Dan Sheff, Vice President

Re: Loan in the Maximum Amount of \$33,012,684 from CITIBANK, N.A. (the "Funding Lender") to the City of Spring Lake Park (the "Governmental Lender") under a Funding Loan Agreement dated as of July 1, 2017 (the "Funding Loan Agreement"), among the Funding Lender, U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") and the Governmental Lender (the "Funding Loan") evidenced by that certain Governmental Lender Note, dated July 11, 2017

Ladies and Gentlemen:

The Funding Lender has made the Funding Loan to the Governmental Lender which is evidenced by the Governmental Lender Funding Notes. As the holder (the "Holder") of the Governmental Lender Funding Notes executed and delivered under the Funding Loan Agreement, the undersigned hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Governmental Lender Funding Notes. We are able to bear the economic risks of such investment.

2. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Project, the use of proceeds of the Governmental Lender Funding Notes and the security therefor so that, as a reasonable lender, the Holder has



been able to make its decision to make the Funding Loan and to acquire the Governmental Lender Funding Notes.

The Holder acknowledges that it has not relied upon the addressee hereof for any information in connection with the Holder's purchase of the Governmental Lender Funding Notes. In addition, the Funding Lender has not relied upon the use of any offering memorandum, placement memorandum or any other similar document with regards to its decision to make the Funding Loan and to acquire the Governmental Lender Funding Notes. The Holder is making its decision to make the Funding Loan to the Governmental Lender directly through its credit review and due diligence concerning the Project. The undersigned is acquiring the Governmental Lender Funding Notes directly from the Governmental Lender and not through a placement of the Governmental Lender Funding Notes with the Holder through any financial institution acting as an intermediary between the Governmental Lender and the Holder.

3. The Holder is a Qualified Institutional Buyer (as defined in Rule 144A promulgated under the Securities Act of 1933, as amended) or an Accredited Investor (as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933, as amended).

4. The Holder acknowledges that it is making the Funding Loan and acquiring the Governmental Lender Funding Notes for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Governmental Lender Funding Notes; provided, however, that the Holder may, notwithstanding the terms of Paragraph 5 below, (i) transfer the Governmental Lender Funding Notes or any portion thereof in Authorized Denominations pursuant to the terms of the Funding Loan Agreement to any affiliate or other party related to the Holder or (ii) sell or transfer the Governmental Lender Funding Notes or any portion thereof in Authorized Denominations to a special purpose entity, a trust or custodial arrangement, from which the Governmental Lender Funding Notes or interest therein are not expected to be sold except to beneficial owners who are Qualified Institutional Buyers or Accredited Investors or who will sign an investor letter to substantially the same effect as this Investor Letter.

5. In addition to the right to sell or transfer the Governmental Lender Funding Notes or any portion thereof in Authorized Denominations as set forth in Paragraph 4 above, the Holder further acknowledges its right to sell or transfer the Governmental Lender Funding Notes or any portion thereof in Authorized Denominations, subject to the delivery to the Governmental Lender of an investor letter from the transferee to substantially the same effect as this Investor Letter or in such other form authorized by the Funding Loan Agreement with no revisions except as may be approved in writing by the Governmental Lender. The Holder will not utilize any placement memorandum in connection with any sale or transfer of the Governmental Lender Funding Notes without providing the Governmental Lender with a draft of any placement memorandum to be provided to any subsequent buyer or beneficial owner of such portion of the Governmental Lender Funding Notes evidencing the Funding Loan, and the

Governmental Lender shall have the right to approve any description of the Governmental Lender and the Governmental Lender Funding Notes therein (which approval shall not be unreasonably withheld).

6. The Holder understands that the Governmental Lender Funding Notes is a limited obligation of the Governmental Lender; payable solely from funds and moneys pledged by the Borrower Loan Agreement, assigned under the Funding Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Funding Notes are expressly limited as set forth in the Funding Loan Agreement and related documents.

7. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Funding Loan Agreement.

[\_\_\_\_\_], as Holder  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

FORM OF WRITTEN REQUISITION  
(Project Fund)

U.S. Bank National Association  
60 Livingston Avenue, 3rd Floor  
EP-MN-WS3C  
Saint Paul, Minnesota 55107-2292  
Attention: Dan Sheff, Vice President

Date:  
No.  
Account(s)

Re: [Insert applicable Funding Note caption]

This requisition is being delivered to you in accordance with the Funding Loan Agreement, dated as of July 1, 2017 (the "Funding Loan Agreement"), among Citibank, N.A. (the "Funding Lender"), the City of Spring Lake Park, Minnesota (the "Governmental Lender") and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent") pursuant to which the above-referenced note (the "Governmental Lender Note") was issued. Capitalized terms not defined herein shall have the meanings assigned thereto in the Funding Loan Agreement.

1. You are requested to disburse funds from the Project Fund and/or the subaccount(s) therein identified below, pursuant to Section 7.6 of the Funding Loan Agreement in the amount(s), to the person(s) and for the purpose(s) set forth on Schedule I attached hereto and incorporated herein by reference. Such disbursements are to be made from the Project Fund and/or the subaccount(s) therein, as identified below, in the following amounts:

PROJECT FUND: \$ \_\_\_\_\_

BORROWER EQUITY ACCOUNT: \$ \_\_\_\_\_

2. The undersigned certifies that:

(i) there has been received no notice (a) of any lien, right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the moneys payable under such requisition to any of the persons, firms or corporations named therein, and (b) that any materials, supplies or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or bonded over or will be released, discharged, insured or bonded over upon payment of the requisition;

(ii) this Requisition contains no items representing payment on account of any percentage entitled to be retained at the date of the certificate;

(iii) the obligation stated on this Requisition has been incurred in or about the acquisition, construction or equipping of the Project, each item is a proper charge against the Project Fund, and the obligation has not been the basis for a prior requisition that has been paid;

(iv) this Requisition contains no items representing any closing costs or any other amount constituting an issuance cost under Section 147(g) of the Code and payment of the costs referenced herein will not violate any representation, warranty or covenant of the Borrower in the Borrower Loan Agreement, the Regulatory Agreement or the Tax Agreement; [Applies only to the Series A Funding Note Proceeds]

(v) not less than 95% of the sum of: (a) the amounts requisitioned by this Requisition to be funded from the Project Fund plus (b) all amounts previously disbursed from the Project Fund have been or will be applied by the Borrower to pay Qualified Project Costs; [Applies only to the Series A Funding Note Proceeds]

(vi) the Borrower acknowledges that fees, charges or profits (including, without limitation, developer fees) payable to the Borrower or a "related person" (within the meaning of Section 144(a)(3) of the Code) are not deemed to be Qualified Project Costs; and [Applies only to the Series A Funding Note Proceeds]

(vii) as of the date hereof, no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute, an Event of Default under the Funding Loan Agreement or under the Borrower Loan Agreement.

Dated: \_\_\_\_\_, 20\_\_

**BORROWER:**

**SPRING LAKE PARK LEASED HOUSING ASSOCIATES I, LLLP**, a Minnesota limited liability limited partnership

By: Spring Lake Park Leased Housing Associates I, LLC, a Minnesota limited liability company, its general partner

By: \_\_\_\_\_  
Senior Vice President

Approved by Funding Lender:

CITIBANK, N.A.

By: \_\_\_\_\_  
Authorized Representative

Approved by Governmental Lender Servicer:

[servicer]

By: \_\_\_\_\_  
Authorized Representative

**EXHIBIT D**

**MANDATORY FUNDING LOAN AND BORROWER LOAN ADVANCES\***

<u>END OF CALENDAR MONTH FOLLOWING CLOSING</u>	<u>2017A TAX-EXEMPT NOTE</u>	<u>2017B TAXABLE NOTE</u>
Closing	\$83,190	
1	\$1,996,524	
2	\$1,828,886	
3	\$1,828,440	
4	\$1,838,043	
5	\$1,847,698	
6	\$1,857,403	
7	\$1,867,158	
8	\$1,876,966	
9	\$1,886,824	
10	\$1,976,628	
11	\$1,907,117	
12	\$1,447,807	\$679,998
13		\$1,944,796
14		\$1,955,748
15		\$1,981,846
16		\$2,201,173
17		\$246,937
18		\$129,386
19		\$110,127
20		\$110,487
21		\$110,850
22		\$111,213
23		\$111,577
24		\$111,943
25		\$112,310
26		\$112,678
27		\$113,047
28		\$113,418
29		\$113,789
30		\$398,677
Total	\$22,242,684	\$10,770,000

\*The required advances above only apply to the extent amounts have not otherwise previously been advanced in accordance with the Funding Loan Agreement, Borrower Loan Agreement and the Construction Funding Agreement.





**RESOLUTION NO. 21-14**

**A RESOLUTION APPROVING A REAR YARD VARIANCE TO ALLOW  
CONSTRUCTION OF A DECK AT 7768 LAKEVIEW LANE NE**

**WHEREAS**, Home Pro America, on behalf of Tim and Jill Ellenbecker, owner of a residential home at 7768 Lakeview Lane NE, has made application for a variance from Appendix D, Chapter 153 of the Zoning Code to allow a deck to be constructed within the required rear yard setback; and

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

Lot 2, Block 1, Dumphy's Lakeview, Anoka County, Minnesota; and

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

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

**WHEREAS**, the request was made for construction of a deck to be located 10 feet within the required rear yard setback; and

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

**WHEREAS**, the Planning Commission has recommended approval finding that 1) a deck is a reasonable accessory use for the property; 2) the deck's location will not hinder the general purpose and intent of the Zoning Code; and 3) the deck is similar to many others within the neighborhood; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park, Minnesota that the City Council hereby approves the request of Home Pro America for a variance from the strict interpretation of Appendix D, Chapter 153 of the Zoning Code for the placement of a deck to be located 10 feet within the rear yard setback at 7768 Lakeview Lane NE.

The foregoing Resolution was moved for adoption by .

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

And the following voted against the same: .

Whereon the Mayor declared said Resolution duly passed and adopted the 5th day of April, 2021.

APPROVED BY:

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

ATTEST:

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



# Memorandum

**To:** Chair Hansen and Members of the Planning Commission  
**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer  
**Date:** March 10, 2021  
**Subject:** Variance – 7768 Lakeview Lane NE

## Background

Home Pro America, on behalf of Tim and Jill Ellenbecker, 7768 Lakeview Lane NE, has submitted a building permit application to construct a new 24x16 deck. Upon review of the building permit application, Building Official Baker found that the site plan shows only 30 feet to the rear lot line. The City code states a 40-foot rear yard setback is required.

The applicant is seeking a 10-foot variance from the 40 rear yard setback requirement for accessory uses, as set forth in Appendix E of the Spring Lake Park City Code.

The site is located just off Highway 65 NE and Lakeview Lane NE. The property is guided for low density residential in the 2040 Comprehensive Plan. The property is zoned R-1, Single Family Residential – allowed uses include single-family homes and duplexes.

Property records show that the house on the property was constructed in 1977.

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

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



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

Attached accessory building. In case an accessory building is attached to the main building, it shall be made structurally a part of the principal building and shall comply in all respects with the requirements of this title applicable to the principal building.

(E). Rear yard requirement for accessory buildings.

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

### **Variance**

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

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

## Recommendations

Staff recommends that the Planning Commission approve the deck rear yard variance at 7768 Lakeview Lane NE with these findings:

1. Requiring the deck to comply with the established setback will cause practical difficulties for this property owner.
2. The Code establishes setbacks to provide light and air to all properties, to be applied equally across the various properties in this zoning district. The location of the deck will not hinder the general purposes and intent of the code.
3. The property and accessory buildings are similar to many others in the neighborhood and in the city.

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





**City of Spring Lake Park**  
 1301 81<sup>st</sup> Avenue NE  
 Spring Lake Park, MN 55432  
 763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

For Office Use Only	
Case Number:	
Fee Paid:	\$450
Received by:	JG
Date Filed:	3-4-21
Date Complete:	
Base Fee:	\$150
Escrow:	\$300
Recep. # 131921	

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal	<input type="checkbox"/> Site Plan/Building Plan Review	<input type="checkbox"/> Minor Subdivision
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Conceptual Plan Review	<input type="checkbox"/> Lot Combination
<input type="checkbox"/> Ordinance Amendment (Text)	<input type="checkbox"/> Conditional Use Permit	<input type="checkbox"/> Preliminary Plat
<input type="checkbox"/> Rezoning	<input checked="" type="checkbox"/> Variance	<input type="checkbox"/> Final Plat
<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 7768 Lakeview LN NE		
Property Identification Number (PIN#): 01-30-24-43-0014		Current Zoning: R1
Legal Description: Lot 2 Block one Murphy's Lakeview (Attach if necessary):		
APPLICANT INFORMATION		
Name: Joseph Bigler	Business Name: Home pro America	
Address: 8333 Jody LN		
City: Cottage Grove	State: MN	Zip Code: 55016
Telephone: 612-210-4459	Fax:	E-mail: jbigler@homeproam.com
Contact:	Title:	
OWNER INFORMATION (if different from applicant)		
Name: Tim & Jill Ellenbecker	Business Name:	
Address: 7768 Lakeview LN NE		
City: Spring Lake Park	State: MN	Zip Code: 55432
Telephone: 763-486-3249	Fax:	E-mail:
Contact:	Title:	
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property: Residential		
Nature of Proposed Use: Residential		
Reason(s) to Approve: The 2 surrounding neighbors Decks encroach as much or further than we are requesting. The deck was planned when siding was installed.		
Request: The larger deck will allow for furniture to accommodate family.		
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name:	Date of Application:	
Nature of Request:		
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		

**APPLICATION FEES AND EXPENSES:**

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

E-mail jbiegler@homepro.com  Fax \_\_\_\_\_  USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: Joseph Biegler Date: 3/2/21

Owner: Timothy D. Ellenbecker Date: 3/1/21

**NOTE: Applications only accepted with ALL required support documents.  
See City Code**



**City of Spring Lake Park  
Variance Application**

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

1. Applicant Information:

Name: Joseph Bigler III Telephone: 612-210-4459  
Address: 8333 Jody Ln N Cell Phone: None  
City/State/Zip: Cottage Grove MN 55016 E-mail: jbigler@homeproam.com

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

Name: Tim & Jill Ellenbecker Telephone: 763-486-3249  
Address: 7768 Lakeview Ln NE Cell Phone: None  
City/State/Zip: Spring Lake Park MN 55432 E-mail: Wyrmling@gmail.com

3. Project Location (Address and Legal Description): 7768 Lakeview Ln NE  
Spring Lake Park MN 55432 (LOT 2, BLOCK ONE, DUMPHY'S LAKEVIEW)

4. Present Use of Property: Residential

5. Description of Project: Building a 24'w x 16'd deck

6. Specify Section of the Ordinance from which variance is sought: 16.04.050 Appendix E #5 side & Rear

7. Explain how you wish to vary from the applicable provisions of this Ordinance: We would like to encroach in to the setback 6 feet

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

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

a. In your opinion, is the variance in harmony with the purposes and intent of the Ordinance?  
 Yes  No Why or why not?

This still leaves 34' of distance between the New deck & property line

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

Yes  No Why or why not?

Our plan is for a 24' x 16' deep deck so we only need an additional 6'

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

Yes  No Why or why not?

This allows for a nice sized structure to be used by them and their family when gatherings are allowed

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

Yes  No Why or why not?

This is a very standard back yard leading to other back yards.

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

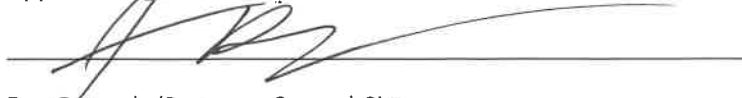
Yes  No Why or why not?

The deck is being built by a very reputable licenced general contractor and will look very nice when completed.

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

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

Applicant Signature:



Date:

3/3/21

Fee Owner's (Property Owner) Signature:



Date:

3/1/21

# CERTIFICATE OF SURVEY

JAMES L. KURTH  
LAND SURVEYOR

4201 N.E. 5TH STREET  
COLUMBIA HEIGHTS 55421

7769  
788-5404

I HEREBY CERTIFY THAT THIS SURVEY, PLAN, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION  
AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

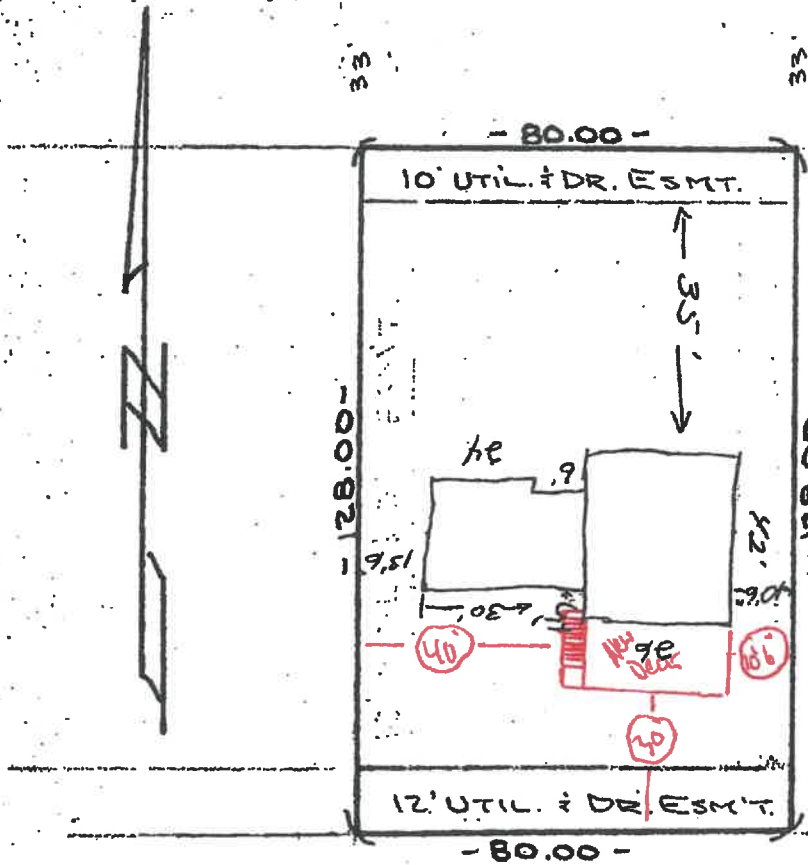
DATE 8-15-77

SCALE 1" = 30'

○ = IRON MONUMENT

James L. Kurth  
MINNESOTA REGISTRATION NO. 5332

LAKEVIEW LANE



APPROVED

OCT 6 1977

SPRING LAKE BLDG. PERMIT  
MAY ORDNANCE REQUIREMENTS  
MUST BE COMPLETED

LOT 2, BLOCK ONE, DUMPHY'S LAKEVIEW  
ANOKA CO. MN

7768 Lakeview Lane N.E.

L-397

CITY OF SPRING LAKE PARK

Cashier asystadmin  
At Front Counter

3/5/21 10:05am 131921

From: TIMOTHY ELLENBECKER  
7768 LAKEVIEW LANE NE  
SPRING LAKE PARK  
MN, 55432

CR Variance 150.00  
TIMOTHY  
ELLENBECKER

CR ESCROW (MISC) 300.00  
TIMOTHY  
ELLENBECKER

-----  
Receipt total 450.00  
-----

CK CK#7995 (JG) 450.00  
-----

Change Due 0.00

Thank you!



# City of Spring Lake Park - Code Enforcement

1301 81st Avenue NE • Spring Lake Park MN 55432 • Phone: 763-784-6491 • Fax: 763-792-7257 • www.slpmt.org



## BUILDING PERMIT APPLICATION

Job Address 7768 Lakeview Lane NE.

Property Owner Name Tim and Jill Ellenbecker

Address 7768 Lakeview Lane NE Phone [REDACTED]

Contractor Name Home Pro America

Address 10523 165th Street W. Phone (612) 470-6677

Email production@homeproam.com

State License # E [REDACTED] Exp. Date 03/22/31 Lead Cert. Date 07/02/23  
dd/mm/yr dd/mm/yr

Applicant Name [REDACTED] Same as  Property Owner  Contractor

Address \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_

### Type of Property

- Commercial Property
- Industrial Property
- Mobile Home Property
- Multi-Family Property
- Public Property
- Single Family Property

### Type of Work

- Addition \_\_\_\_\_
- Alteration \_\_\_\_\_
- Accessory <200 Sq.Ft. \_\_\_\_\_
- Basement Finish \_\_\_\_\_
- Concrete Work \_\_\_\_\_
- Deck \_\_\_\_\_
- Demolition \_\_\_\_\_
- Door Replacement \_\_\_\_\_
- Dumpster Enclosure \_\_\_\_\_
- Egress Window \_\_\_\_\_
- Gypsum Board \_\_\_\_\_
- Insulation \_\_\_\_\_
- Masonry Work \_\_\_\_\_
- Mobile Home \_\_\_\_\_
- New build new
- Pool \_\_\_\_\_
- Remodel \_\_\_\_\_
- Repair \_\_\_\_\_
- Replace \_\_\_\_\_
- Roofing \_\_\_\_\_
- Shed < 200 Sq. Ft. \_\_\_\_\_
- Siding \_\_\_\_\_
- Structural Work \_\_\_\_\_
- Window Replacer \_\_\_\_\_
- Other \_\_\_\_\_

Describe Work Build new 24x16 deck using Timbertech decking

Value of Work Including Labor \$24,587.23 Start Date 01/03/21 Estimated Completion Date 05/01/21  
dd/mm/yr dd/mm/yr

**Commercial/Industrial** Submit two plan sets and specifications for commercial or industrial work.  
Describe Building Use and/or Changes in Use \_\_\_\_\_

### Notice

Separate permits are required for electrical, plumbing, heating, ventilating, and air conditioning. This permit becomes null and void if work or construction authorized is not commenced within 180 days or work is suspended or abandoned for a period of 180 days at any time after work is commenced.

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other State or local law regulating construction or the performance of construction. Initial here MH

Contractor Signature [Signature] Date of Application 12/02/21  
dd/mm/yr

Homeowner Doing Work in Homestead Signature \_\_\_\_\_ Date of Application \_\_\_\_\_  
dd/mm/yr

If application is not fully completed, it will be denied at time of processing. Please verify that all necessary information is legible and plans are included with job cost estimates. Contact Permit Technician to verify all necessary information is provided before submitting.


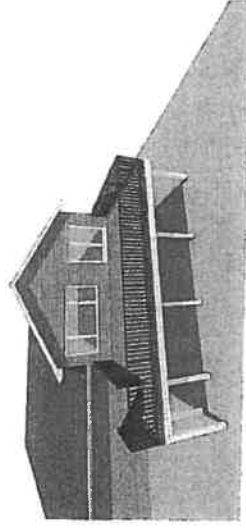
**Payment:** We accept cash, checks payable to City of Spring Lake Park, or credit cards (with additional processing fees), at the front counter only.

DATE	BY	REVISION/DESCRIPTION

LETTER (8-1/2" x 11")


Cover Page

**TIMBERTECH AZEK DECKING FASTENED w/ HIDDEN FASTENERS**  
**6x6 WRAPPED KDAT POST w/ 10x10 BASE**  
**2x10 KDAT FRAMING**  
**2x10 KDAT STAIR STRINGERS 10" OC**  
**36" ALUMINUM RAILING w/ ALUMINUM BALUSTERS (SPACING <4")**  
**POST CAP LIGHTS ON ALL RAILING POST EXCEPT FOR POST AT HOUSE AND BOTTOM OF STAIR**

NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CHEF CONSULTANTS, INC.

10523 165th St. W.  
 Lakeville, MN  
 55044  
 612-470-6877



HOME PRO  
 HOME CONSULTANTS, INC.

PROJECT NO: 18C716807  
 CLIENT: Tim & Jill Eibenbecker  
 7795 Lakewood Lane NE  
 Spring Lake Park, MN, 55432

DATE: 2/22/2011  
 DRAWN BY: Drew Robbins  
 CHECKED BY: J. Eibenbecker  
 SCALE: AS SHOWN  
 SHEET NO. 1

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Number	Date	Revised By	Description

# Floorplans

LETTER (8-1/2" x 11")

**DECK DETAILS**

1	PICTURE FRAME
2	BREAKER BAND
3	POST CAP LIGHT

**DECK FLOORING DETAIL**

1	2x10 FLUSH BEAM
2	2x10 FLUSH BEAM
3	2x10 DROP BEAM
4	2x10 LEDGER BOARD

**HOME PRO**  
10523 165th St. W.  
Lakewood, MN 55044  
612-470-6877

**Tim & Jill Eisenbecker**  
7708 Lakewood Lane NE  
Spring Lake Park, MN, 55132

**PROJECT NO:** BC716807

**PAGE TITLE:** Floorplans

**DRAWN BY:** Crystal Sublette  
**DATE:** 8/2/2021  
**SCALE:** 3/16" = 1' 0"  
**SHEET #:** 2

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NO.	DATE	REVISION	BY	DESCRIPTION

LETTER (8-1/2" x 11")

Exterior Elevations

**A FRONT ELEVATION**

**B LEFT ELEVATION**

**C RIGHT ELEVATION**

10523 165th St. W.  
Lakewood, MN 55044  
612-470-6677

**HOME PRO**  
SOUTH CONTRACTOR FOR LIFE

7760 Lakewood Lane NE  
Spring Lake Park, MN 55432

Tim & Jill Ellenbocker

Exterior Elevations

DATE: 2/27/2011  
SCALE: 1/8" = 1'-0"  
SHEET # 3

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## OFFICIAL PROCEEDINGS

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

### 1. CALL TO ORDER

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

### 2. ROLL CALL

#### PRESENT

Chairperson Hans Hansen  
Commissioner Aisha Ali  
Commissioner Jeff Bernhagen  
Commissioner Rick Cobbs  
Commissioner Doug Eischens  
Commissioner Eric Julien

#### STAFF PRESENT

City Planner Perdu (Stantec), Building Official Baker and Administrator Buchholtz

#### VISITORS

Joseph Biegler, Home Pro America  
Ebrima Jallow, Cargreen LLC  
Matt Nelson, Fish-Lectronics

### 3. PLEDGE OF ALLEGIANCE

### 4. APPROVAL OF MINUTES

#### A. Approval of February 22, 2021 Meeting

Motion made by Commissioner Bernhagen, Seconded by Commissioner Eischens to approve February 22, 2021 meeting minutes.

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

### 5. PUBLIC HEARING

#### A. Public Hearing - Variance Application - Tim and Jill Ellerbeck - 7768 Lakeview Lane NE

Administrator Buchholtz reviewed the staff memo. He reported that Home Pro America, on behalf of Tim and Jill Ellenbecker, submitted a building application to construct a new 24'x16' deck. He stated that the applicant is seeking a 10-foot variance from the 40-foot

yard setback requirement for accessory uses, as set forth in Appendix E of the Spring Lake Park City Code.

Administrator Buchholtz reported that the variance request is a standard one as the surrounding properties have accessory structures attached to the residence such as a deck. He stated that this use is not any different if sitting space were being utilized in the yard.

Commissioner Cobbs inquired if the requested variance should be 15 feet instead of the requested 10 feet. Mr. Biegler stated that he measured the distance from the fence to the house. He stated that many of the neighboring properties are much closer to their property lines than this request. Administrator Buchholtz verified the calculations and determined that the 10 foot variance was accurate.

Chairperson Hansen opened the public hearing at 7:14 PM. Hearing no discussion from the floor, he closed the public hearing at 7:14 PM.

Motion made by Commissioner Cobbs, Seconded by Commissioner Ali to recommend approval of a 10-foot variance from the 40-foot rear yard setback requirement.

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

B. Public Hearing - Conditional Use Permit - Cargreen LLC - 1103 County Highway 10 NE

City Planner Perdu reviewed the staff memo with the Commission. She reported that Cargreen LLC has applied for a Conditional Use Permit to open an environmentally friendly vehicle rental business at 1103 County Highway 10 NE. She reported that staff recommends approval of the Conditional Use Permit and stated that an option can be included that if the Commission feels that parking will be a concern, an additional condition could be added to the number of rental cars at the site be limited to ten (10) vehicles.

Commissioner Eischens inquired if Building Official Baker had inspected the parking lot for an adequate number of handicap parking spaces. Mr. Baker stated that he had not, however; he had reviewed the Anoka County aerial and it appeared that there are enough handicap spaces throughout the property.

Commissioner Eischens inquired on what the hours of operation will be for the business. Mr. Jallow stated that the business hours will be 7:30 AM - 5:00 PM Monday - Friday; Saturday 7:30 AM - 4:00 PM and closed on Sunday.

Chairperson Hansen inquired on the description of the environmentally friendly vehicles rental facility and what it consists of. Mr. Jallow stated that the business will rent hybrid and electric cars to those in the community. He stated that many people are very concerned with car emissions while driving.

Chairperson Hansen opened the public hearing at 7:22 PM. Hearing no discussion from the floor, he closed the public hearing at 7:22 PM.

Motion made by Commissioner Eischens, Seconded by Commissioner Julien with the following conditions:

- 1.) The applicant shall apply for and receive all applicable building permits prior to beginning work.
- 2.) The applicant shall conduct all vehicle cleaning inside the building, with the garage door shut.
- 3.) The applicant shall ensure that rental, customer and staff cars are parked only in spots designated for use by Cargreen LLC.
- 4.) The number of rental cars at this site is limited to ten (10) vehicles.

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

C. Public Hearing - Conditional Use Permit - Fish-Lectronics- 1109 County Highway 10 NE

City Planner Perdu reviewed the staff memo. She reported that DPG, Inc. dba Fish-Lectronics has submitted a Conditional Use Permit application to operate a marine installation and repair facility at 1109 County Highway 10 NE. She reported that staff recommends approval of the Conditional Use Permit. She reported that a boat and trailer will fit into a regular parking space and 18 spaces are being requested by the applicant. She reported that 24 parking spaces are available for this business.

Commissioner Bernhagen inquired about theft and vandalism on the boats waiting to be worked on or picked up. He stated that the area is not very well lit and there is no lighting in the back of the building. Mr. Nelson (Fish-Lectronics) stated that customers will be advised to remove all valuables from their boats and that he is looking into installing security cameras. He stated that he is open to suggestions on lighting and motion sensors.

Commissioner Eischens asked what the hours of operation will be. Mr. Nelson stated that the business will be open Monday - Thursday 10:00 AM - 5:00 PM, Friday 10:00 AM - 4:00 PM. He stated that accommodations will be made for the customers who need an earlier drop off time.

Commissioner Eischens suggested that Mr. Nelson speak with the property owner regarding the installation of some additional lighting near the business as is the property owner's responsibility.

Chairperson Hansen inquired as to what the turnaround time will be for the boats being worked on. Mr. Nelson stated that the turnaround time is one day at the most. He stated that most boats are done on the same day. He reported that there is indoor storage available if needed.

Commissioner Julien inquired on the scope of the work being done on the boats and how the business would accommodate a large boat. Mr. Nelson reported that no repair work is done on boats. He stated that most of the work involves the installation of electronics, equipment and lighting. He reported that there is a large 10-foot-tall overhead garage door that will allow for larger boats to enter through. He stated that if a boat is too large to fit inside then work would need to be completed outdoors. He stated that he had reviewed the application request and the conditions suggested by staff. He understands that work is to be completed indoors.

Chairperson Hansen opened the public hearing at 7:32 PM. Hearing no discussion from the floor, he closed the public hearing at 7:32 PM.

Motion made by Commissioner Bernhagen, Seconded by Commissioner Eischens to recommend approval of Conditional Use Permit to Fish-Lectronics with the following conditions:

- 1.) The applicant shall apply for and receive all applicable building permits prior to beginning work.
- 2.) The applicant shall conduct marine installation and repair work inside the building, with the garage door shut.
- 3.) The applicant shall ensure that customer cars, boats and employee cars are parked only in spots designated for use by Fish-Lectronics.
- 4.) No more than ten (10) boats can be parked overnight outside.

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

## **6. OTHER**

Administrator Buchholtz reported that Hy-Vee will be opening at the end of May. He stated that hiring of employees has started for the store. He stated that Building Official Baker has completed many inspections at the location and continues to do so almost daily.

Administrator Buchholtz reported that the plans have been received for the construction of Suite Living at 525 Osborne Road. He stated that he expects construction to start either the end of May or early June.

## **7. ADJOURN**

Motion made by Chairperson Hansen to adjourn the meeting.

Voting Yea: Chairperson Hansen, Commissioner Ali, Commissioner Bernhagen, Commissioner Cobbs, Commissioner Eischens, Commissioner Julien.

The meeting adjourned at 7:36 PM.

**RESOLUTION NO. 21-15**

**RESOLUTION GRANTING APPROVAL OF CONDITIONAL USE PERMIT FOR  
CARGREEN LLC AT 1103 COUNTY HIGHWAY 10 NE**

**WHEREAS**, Cargreen LLC (the “Applicant”) has submitted an application for approval of a conditional use permit to permit the operation of an environmentally friendly vehicle rental business at 1103 County Highway 10 NE; and

**WHEREAS**, the legal description for the planned unit development is as follows:

Lots 5 through 7, inclusive, Block 1, Laddie Lake Addition, subject to easement of record; and

**WHEREAS**, the Planning Commission considered the Applicant’s request at a duly noticed Public Hearing which took place on March 22, 2021; and

**WHEREAS**, the Planning Commission recommended approval of the application to the City Council; and

**WHEREAS**, the City Council considered the application at its April 5, 2021 meeting and has made the following findings in support of approval of the conditional use permit application:

1. The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the C-2 zoning district;
2. The use is screened from adjacent residential uses and is therefore not expected to have a detrimental effect on surrounding properties or lower property values;
3. Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site;
4. No changes are proposed to site grading and drainage; therefore, stormwater management should be adequate as it presently exists;
5. There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors; and
6. No residential use is proposed on the site and therefore, incompatible growth in that regard is not an issue with this use.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park that the City Council does hereby approve the application made by Cargreen LLC for a conditional use permit to permit the operation of an environmentally friendly vehicle rental business at 1103 County Highway 10 NE, subject to the following conditions:

1. The applicant shall apply for and receive all applicable building permits prior to beginning work.
2. The applicant shall conduct all vehicle cleaning inside the building, with the garage door shut.
3. The applicant shall ensure that rental, customer and staff cars are parked only in spots designated for use by Cargreen LLC

4. The applicant shall limit the number of rental cars at this site to ten (10) vehicles.

The foregoing Resolution was moved for adoption by.

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

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 5th day of April, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

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Daniel R. Buchholtz, City Administrator



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

I, Daniel R. Buchholtz, duly appointed and qualified City Clerk in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby Certify that the foregoing is a true and correct copy of Resolution No. 20-15, A Resolution Approving Application for Conditional Use Permit for Cargreen LLC at 1103 County Highway 10 NE, adopted by the Spring Lake Park City Council at their regular meeting on the 5th day of April, 2021.

(SEAL)

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator, Clerk/Treasurer

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



To:	Planning Commission City of Spring Lake Park	From:	Phil Carlson, Lauren Walburg Stantec
File:	Cargreen LLC – Conditional Use Permit	Date:	March 22, 2021

**Re: Cargreen LLC CUP | 1103 County Highway 10 NE**

## BACKGROUND

Cargreen LLC proposes to open an environmentally friendly vehicle rental business in the same building as Car-X and Batteries Plus Bulbs at 1103 County Highway 10 NE (formerly C&C automotive). The property is guided Commercial and zoned C-2: Neighborhood and Service Center Commercial. Auto and marine; sales, leasing, and rental are considered a Conditional Use in this zoning district.

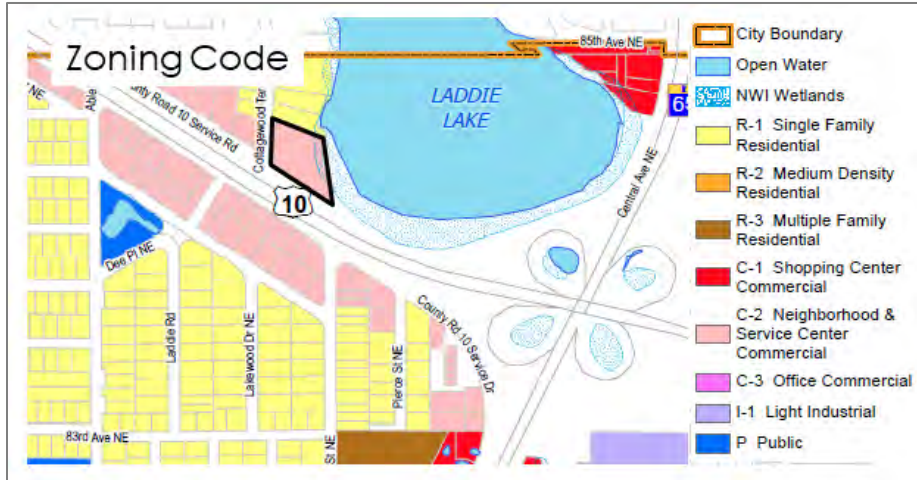
The site is located on the north side of County Road 10 NE and north west of the County Highway 10/Central Avenue NE interchange. The site is accessible by Cottagewood Terrace NE and the adjacent uses are multi-family residential to the west, single-family residential to the north, Laddie Lake to the east and County Highway 10 to the south. The Legends of Spring Lake Park senior apartments are across Highway 10 from the site.



## PLANNING ISSUES DISCUSSION

- 1) **Comprehensive Plan and Zoning.** The property is guided Commercial in the 2040 Comprehensive Plan. The zoning is C-2: Neighborhood and Service Center Commercial which is intended as a business district which may be located in close proximity to a major thoroughfare or highway in order that highway service types of land can be provided.

Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE



Other requirements for property in the C-2 district include:

- If any yards are to be landscaped, they shall be landscaped attractively with lawns, trees, shrubs, and the like. Any areas left in a natural state shall be properly maintained in a slightly and well-kept condition (§153.058).
- Where any business or industrial use (i.e., structure, parking or storage) abuts a residential zone or use, such business or industry shall provide a buffer yard and screening along the boundary of the residential property. The buffer area and screening shall also be provided where a business or industry is across the street from a residential zone or use, but not on that side of a business or industry considered to be the front as defined by the city. (§153.064)
- All materials, supplies, merchandise, or other similar matter not on display for direct sale, rental, or lease to the ultimate consumer or user shall be stored within a completely enclosed building within the commercial and industrial districts or within the confines of an opaque wall or fence not less than six feet high. (§153.066)
- Performance standards apply to buildings within the C-2 Commercial district, as guided in §153.100. These standards regulate noise, odor, exterior lighting, glare, vibration, fumes and gases, smoke, dust, hazards, and visual impacts. The site plan review process implements these regulations to ensure that development is compatible with neighboring properties and that negative external impacts are minimized.

2) **Application Request.** The storefront that the applicant proposes to use for Cargreen LLC rental service is **currently vacant but was formerly C&C automotive**. The approximate location of the space is shown in the diagram below. Current building tenants in the same building include Car-X, Batteries Plus Bulbs and the former Cars R US LLC car detailing. Cars R Us LLC has since moved out and there is an application for Conditional Use Permit for that space. The property itself is currently comprised of an existing 11,480 square foot multi-tenant retail/service building and an 83-spot surface parking lot. The request is to use the space as a rental service business, offering environmentally friendly hybrid and electric vehicle rentals. The applicant is not proposing any changes to the existing building or lot, and the space that they intend to lease is 1,675 square feet. There is existing tree screening between this lot and the single-family residential to the north of the site. The applicant proposes to use an overhead garage door in the front of the property to bring cars inside for cleaning in

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

between rentals and for storage of rental vehicles. All vehicle servicing will be handled off-site at the dealership. The parking spaces are assigned by the building owner, and no changes are proposed to the parking lot itself. Cars that have been cleaned and are ready for rental will be placed in front of the building or stored inside the garage. The applicant proposes to use the existing pylon and building signage.

The applicant proposes to begin with six (6) rental vehicles at this location, which could be increased to up to ten (10) vehicles if the business were to expand. The applicant has said that they would not anticipate any more than 10 rental vehicles at this location and would look to expand the business to another location if there is additional demand. There are 83 existing parking spaces available for the tenants of the multi-tenant building, and the applicant has said that up to 5 cars will fit inside the building at one time. The applicant has communicated that they anticipate 1 staff member on-site during office hours. Customers will also be able to leave their cars in the parking lot during the day, however, customers will not be allowed to leave vehicles overnight. The applicant has a shuttle service set up to help alleviate parking demands for customer cars.



- 3) **Conditional Use Permit.** Section §153.202 of the City of Spring Lake Park’s zoning code outlines the requirements to approve a conditional use permit. This application has been analyzed with respect to those requirements, listed below. The City Council may then authorize the conditional use permit, provided the applicant has provided evidence establishing the following:

**(a) The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The rental service use is compatible with the location along Highway 10 and other uses within the building. The business will provide an environmentally friendly rental car option in Spring Lake Park.

**(b) The use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity;**

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

The site has robust existing screening and is buffered to the adjacent single-family residential. The site is accessible from Highway 10 and Cottagewood Terrace NE and its use is not expected to be detrimental to the surrounding area. Rental cars will either be stored indoors or in front of the building and will not harm the overall appearance or be injurious to property values in the area.

**(c) The proposed use will comply with the regulations specified in this chapter for the district in which the proposed use is to be located;**

The proposed use is compliant with all applicable standards in the C-2 Neighborhood and Service Center Commercial district.

**(d) The use is one of the conditional uses specifically listed for the district in which it is to be located;**

Auto and marine; sales, leasing and rental are considered a Conditional Use in the C-2 Neighborhood and Service Center Commercial district.

**(e) The proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity;**

The property has existing screening in place, and the applicant is not proposing any changes to the building or site itself. The applicant proposes to conduct all vehicle cleaning inside the building. Service and maintenance of vehicles will occur at the dealership and will not be conducted on site, therefore the use is not anticipated to have a detrimental effect on neighboring properties.

**(f) The use will not lower property values or impact scenic views in the surrounding area;**

The property is located adjacent to Laddie Lake but is not expected to have a detrimental effect on views to the lake. There is robust existing screening between the property and Laddie Lake. There is also existing screening to single-family residential properties.

**(g) Existing streets and highways and proposed access roads will be adequate to accommodate anticipated traffic;**

This property can be accessed from Cottagewood Terrace NE, County Highway 10 Frontage Road and County Highway 10 NE. All of these roads are adequate to handle the minimal amount of traffic expected from this type of use.

**(h) Sufficient off-street parking and loading space will be provided to serve the proposed use;**

The applicant is supplying adequate parking for employees and rental vehicles. The space breakdown at the facility is as follows: 1,675 square feet of retail/storage; 1 service bay and 1 employee at peak shift. This results in a total of 20 required parking spaces. There are currently 23 spaces allocated to this use within the commercial center, and additionally space for 5 vehicles within the building. Parking spaces are provided by the building owner, and no changes are proposed to the parking lot. The applicant has said that some vehicles will be parked inside the building, and no customer vehicles will be allowed to remain in the parking lot overnight.

**(i) The use includes adequate protection for the natural drainage system and natural topography;**

The applicant does not propose any changes to the property, therefore the natural drainage system and natural topography will not be affected.

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

**(j) The proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance; and**

Cargreen LLC is a car rental business and all cleaning of vehicles will be conducted inside the existing building. The vehicles for rental are anticipated to be hybrid and electric vehicles and will not create additional fumes or noise in the neighborhood. The business will not require measures to mitigate odor, fumes, dust, noise, and vibrations.

**(k) The proposed use will not stimulate growth incompatible with prevailing density standards.**

The applicant is not proposing any residential units as part of the project.

## RECOMMENDATIONS

We recommend that the Planning Commission recommend approval of the Conditional Use Permit for 1103 County Highway 10 NE with the following conditions, based on the analysis provided by Planning staff:

- 1) The applicant shall apply for and receive all applicable building permits prior to beginning work.
- 2) The applicant shall conduct all vehicle cleaning inside the building, with the garage door shut.
- 3) The applicant shall ensure that rental, customer and staff cars are parked only in spots designated for use by Cargreen LLC.
- 4) Optional: If parking is a concern, an additional condition could be added that the number of rental cars at this site be limited to ten (10) vehicles.

## FINDINGS OF FACT

We recommend the following findings of fact for approval of the Conditional Use Permit:

- 1) The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the C-2 zoning district.
- 2) The use is screened from adjacent residential uses and is therefore not expected to have a detrimental effect on surrounding properties or lower property values.
- 3) Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site.
- 4) No changes are proposed to site grading and drainage and therefore stormwater management should be adequate as it exists now.
- 5) There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors.
- 6) No residential use is proposed on the site and therefore incompatible growth in that regard is not an issue with this use.







**City of Spring Lake Park**  
 1301 81<sup>st</sup> Avenue NE  
 Spring Lake Park, MN 55432  
 763-784-6491 (p) 763-792-7257 (f)  
[info@slpmn.org](mailto:info@slpmn.org)

For Office Use Only	
Case Number:	
Fee Paid:	\$2200.00
Received by:	JG
Date Filed:	2-23-21
Date Complete:	
Base Fees:	\$500
Escrow:	\$1500

Cgo app \$200  
 receipt # 131853

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Ordinance Amendment (Text) <input type="checkbox"/> Rezoning <input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Site Plan/Building Plan Review <input type="checkbox"/> Conceptual Plan Review <input checked="" type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Variance <input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Minor Subdivision <input type="checkbox"/> Lot Combination <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 1103 COUNTY HIGHWAY 10 NE, SPRING LAKE PARK MN 55432		
Property Identification Number (PIN#):		Current Zoning:
Legal Description (Attach if necessary):		
APPLICANT INFORMATION		
Name: EBRIMA S JALLOW		Business Name: CARGREEN LLC
Address: 3717 GERSHWIN LN N		
City: OAKDALE	State: MN	Zip Code: 55128
Telephone: 6123904860	Fax:	E-mail:
Contact: 6123904860	Title: OWNER/MANAGER	
OWNER INFORMATION (if different from applicant)		
Name: EBRIMA JALLOW		Business Name: CARGREEN LLC
Address: 3717 GERSHWIN LN N		
City: OAKDALE	State: MN	Zip Code: 55128
Telephone: 6123904860	Fax:	E-mail: CARGREENMN@G
Contact: 6123904860	Title: OWNER	
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property:	Vehicle detailing service	
Nature of Proposed Use:	Environmentally friendly Vehicle Rental Services	
Reason(s) to Approve Request:	We plan to provide environmentally friendly, low emission vehicles as rentals to help reduce the impact of pollution associated with road travel.	
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name:		Date of Application:
Nature of Request:		
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		

**APPLICATION FEES AND EXPENSES:**

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

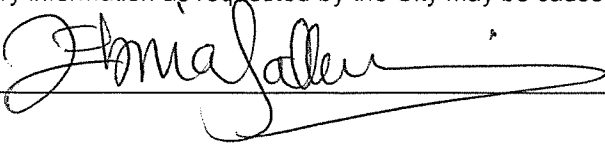
cargreenmn@gmail.com

E-mail \_\_\_\_\_  Fax \_\_\_\_\_  USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant:  Date: 2/8/2021  
Owner: \_\_\_\_\_ Date: 2/8/2021

**NOTE:** Applications only accepted with ALL required support documents.  
See City Code

**APPLICATION FEES AND EXPENSES:**

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

E-mail cargreenmn@gmail.com  Fax \_\_\_\_\_  USPS  Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read ~~WWDWBPWWLWOSSOLEDWLBRVD(SVVDVOMWDER~~

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: \_\_\_\_\_ Date: 2/8/2021

Owner:  \_\_\_\_\_ Date: 02/24/2021  
2/24/2021 2:46:44 PM CST

**NOTE: Applications only accepted with ALL required support documents. See City Code**



**City of Spring Lake Park**  
**Conditional Use Permit Worksheet**

A conditional use permit cannot be approved unless the Planning and Zoning Commission and the City Council make certain findings and recommendations. Please provide a response on how/why your project meets the below stated criteria. Use additional sheets if necessary. If some items are not applicable for your project, write N/A. Contact the Zoning Administrator with any questions.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. Cargreen LLC will contribute to the general welfare by providing convenience, environmentally friendly vehicles rental services.
  
2. That the use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity of the use or injurious to property values/improvements within the vicinity of the use. Cargreen's fleet comprises of only environmentally friendly vehicles, we plan to provide Hybrid's and electric vehicles only, my use will not be detrimental.
  
3. That the proposed use will comply with the regulations specified in Chapter 153 of the Zoning Code. Cargreen LLC will comply with all regulations. We want to build a business that will be part of the community.
  
4. That the proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity. our proposed location / we shall not be detrimental, on the contrary, the community will enjoy the convenience of having a reputable rental agency right in their neighborhood.

5. That the use will not lower property values or impact scenic views in the surrounding area. \_\_\_\_\_  
our use will not lower property values.  
our fleet will be neatly park on the premises,  
all non rented vehicles will be stored inside.
6. That existing utilities, streets, highways and proposed access roads will be adequate to accommodate anticipated traffic. \_\_\_\_\_  
Yes the current infrastructure  
will be adequate to handle traffic. We plan  
a startup with six vehicles.
7. That the use includes adequate protection for the natural drainage system and natural topography. \_\_\_\_\_  
our mission is to help reduce climate  
change and emission that's why we only rent  
environmentally friendly vehicles. there is adequate  
protection for the natural drainage system.
8. That the proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise or vibration so that none of these will constitute a nuisance. \_\_\_\_\_  
Car green's  
Fleet and space will ~~not~~ prevent and control  
all the above. We are green so all our  
business dealups will be friendly to the surroundig.
9. That the proposed use will not stimulate growth incompatible with prevailing density standards. \_\_\_\_\_  
our proposed use will not stimulate growth.  
we are a small start-up. when we have more  
growth opportunities, we plan to open a second  
location.

**RESOLUTION NO. 21-16**

**RESOLUTION GRANTING APPROVAL OF CONDITIONAL USE PERMIT FOR DPG INC, DBA FISH-ELECTRONICS, AT 1109 COUNTY HIGHWAY 10 NE**

**WHEREAS**, DPG Inc (the “Applicant”) has submitted an application for approval of a conditional use permit to permit the operation of a marine installation and repair business at 1109 County Highway 10 NE; and

**WHEREAS**, the legal description for the planned unit development is as follows:

Lots 5 through 7, inclusive, Block 1, Laddie Lake Addition, subject to easement of record; and

**WHEREAS**, the Planning Commission considered the Applicant’s request at a duly noticed Public Hearing which took place on March 22, 2021; and

**WHEREAS**, the Planning Commission recommended approval of the application to the City Council; and

**WHEREAS**, the City Council considered the application at its April 5, 2021 meeting and has made the following findings in support of approval of the conditional use permit application:

1. The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the C-2 zoning district;
2. The use is screened from adjacent residential uses and is therefore not expected to have a detrimental effect on surrounding properties or lower property values;
3. Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site;
4. No changes are proposed to site grading and drainage; therefore, stormwater management should be adequate as it presently exists;
5. There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors; and
6. No residential use is proposed on the site and therefore, incompatible growth in that regard is not an issue with this use.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Spring Lake Park that the City Council does hereby approve the application made by Cargreen LLC for a conditional use permit to permit the operation of an environmentally friendly vehicle rental business at 1103 County Highway 10 NE, subject to the following conditions:

1. The applicant shall apply for and receive all applicable building permits prior to beginning work.
2. The applicant shall conduct all marine installation and repair work inside the building, with the garage door shut.
3. The applicant shall ensure that customer cars, boats and employee cars are parked only in spots designated for use by DPG Inc

4. The applicant shall limit the number of boats parked overnight at this site to no more than ten (10).

The foregoing Resolution was moved for adoption by.

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

And the following voted against the same:

Whereon the Mayor declared said Resolution duly passed and adopted the 5th day of April, 2021.

APPROVED BY:

---

Robert Nelson, Mayor

ATTEST:

---

Daniel R. Buchholtz, City Administrator



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

I, Daniel R. Buchholtz, duly appointed and qualified City Clerk in and for the City of Spring Lake Park, Anoka and Ramsey Counties, Minnesota, do hereby Certify that the foregoing is a true and correct copy of Resolution No. 20-16, A Resolution Approving Application for Conditional Use Permit for DPG Inc, dba Fish-lectronics, at 1109 County Highway 10 NE, adopted by the Spring Lake Park City Council at their regular meeting on the 5th day of April, 2021.

(SEAL)

\_\_\_\_\_  
Daniel R. Buchholtz, Administrator, Clerk/Treasurer

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



To:	Planning Commission City of Spring Lake Park	From:	Phil Carlson, Erin Perdu Stantec
File:	Fish-Lectronics – Conditional Use Permit	Date:	March 17, 2021

**Re: DPG Inc. dba Fish-Lectronics CUP | 1109 County Highway 10 NE**

## BACKGROUND

DPG Inc. dba Fish-Lectronics proposes to operate a marine installation and repair facility in the same building as Car-X, and Batteries Plus Bulbs (in the space currently occupied by C & C automotive) at 1109 County Highway 10 NE. The property is guided Commercial and zoned C-2: Neighborhood and Service Center Commercial. Auto and marine; service, parts, repair and wash are considered a Conditional Use in this zoning district. The applicant also proposes to store 2-10 boats outdoors when they are dropped off for repair. All repair work will be completed inside the existing garage. It is anticipated that each boat will be there for a maximum of one night. The boats are sized so that they fit within a single car parking space.

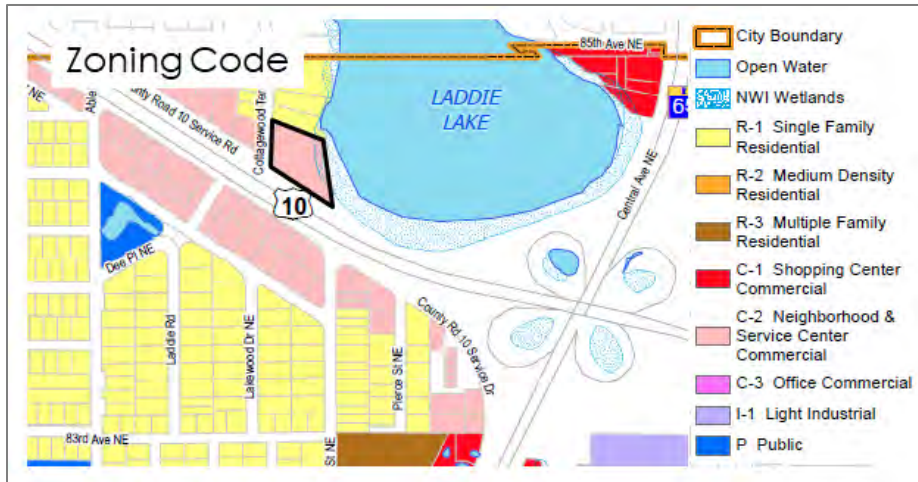


The site is located on the north side of County Highway 10 NE and north west of the County Highway 10/Central Avenue NE interchange. The site is accessible by Cottagewood Terrace NE and the adjacent uses are multi-family residential to the west, single-family residential to the north, Laddie Lake to the east and County Highway 10 to the south. The Legends of Spring Lake Park senior apartments are across County Highway 10 from the site.

## PLANNING ISSUES DISCUSSION

- 1) **Comprehensive Plan and Zoning.** The property is guided Commercial in the 2040 Comprehensive Plan. The zoning is C-2: Neighborhood and Service Center Commercial which is intended as a business district which may be located in close proximity to a major thoroughfare or highway in order that highway service types of land can be provided.

Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE



Requirements for property in the C-2 zoning district include:

- If any yards are to be landscaped, they shall be landscaped attractively with lawns, trees, shrubs, and the like. Any areas left in a natural state shall be properly maintained in a sightly and well-kept condition (§153.058).
- Where any business or industrial use (i.e., structure, parking or storage) abuts a residential zone or use, such business or industry shall provide a buffer yard and screening along the boundary of the residential property. The buffer area and screening shall also be provided where a business or industry is across the street from a residential zone or use, but not on that side of a business or industry considered to be the front as defined by the city. (§153.064) The proposed use includes outdoor parking of boats, but the site is not adjacent to any residential use.
- All materials, supplies, merchandise, or other similar matter not on display for direct sale, rental, or lease to the ultimate consumer or user shall be stored within a completely enclosed building within the commercial and industrial districts or within the confines of an opaque wall or fence not less than six feet high. (§153.066) No supplies or merchandise are proposed to be stored outdoors.
- Performance standards apply to buildings within the C-2 Commercial district, as guided in §153.100. These standards regulate noise, odor, exterior lighting, glare, vibration, fumes and gases, smoke, dust, hazards, and visual impacts. The site plan review process implements these regulations to ensure that development is compatible with neighboring properties and that negative external impacts are minimized.

2) **Application Request.** The storefront that the applicant proposes to use for Fish-Lectronics is the former site of Perfect “10” Detail Shop. Current building tenants in the same building include Car-X and Batteries Plus Bulbs. The property itself is currently comprised of an existing multi-tenant retail/service building and a surface parking lot. The request is to use the space for sales and installation of marine electronics parts, accessories, service and rigging. The prior use of the space was an auto detailing business. The applicant is not proposing any changes to the existing building or lot. There is existing tree screening between this lot and the single-family residential to the north of the site. The applicant proposes to use an overhead garage door in the back of the building to bring boats inside and ensures that all work will be done inside the building. The parking spaces are assigned by the building owner, and no changes are proposed to the parking lot itself. Boats that have been

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

worked on will be parked outside in the parking lot while they wait to be picked up. The applicant proposes to use the existing pylon and building signage.

As mentioned, the previous tenant was an auto detailing business, and was issued a CUP in early 2020. There have been no issues with this property in the last year having an overflow of vehicles waiting to be detailed encroaching on parking stalls for the Batteries Plus business next door.

- 3) **Conditional Use Permit.** Section §153.202 of the City of Spring Lake Park's zoning code outlines the requirements to approve a conditional use permit. This application has been analyzed with respect to those requirements, listed below. The City Council may then authorize the conditional use permit, provided the applicant has provided evidence establishing the following:

**(a) The proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The marine sales and installation/repair use is compatible with the location along Highway 10 and other uses within the building.

**(b) The use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity or injurious to property values or improvements in the vicinity;**

The site has robust existing screening and is buffered to the adjacent single-family residential. The site is accessible from Highway 10 and Cottagewood Terrace NE and the use is not expected to be detrimental to the surrounding area.

**(c) The proposed use will comply with the regulations specified in this chapter for the district in which the proposed use is to be located;**

The proposed use is compliant with all applicable standards in the C-2 Neighborhood and Service Center Commercial district.

**(d) The use is one of the conditional uses specifically listed for the district in which it is to be located;**

Auto and marine; service, parts, repair and wash are considered a Conditional Use in the C-2 Neighborhood and Service Center Commercial district. The proposed use would be considered marine service, which is specifically listed in the zoning code.

**(e) The proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity;**

The property has existing screening in place, and the applicant is not proposing any changes to the building or site itself. The applicant proposes to conduct all work inside the building, and the use is not anticipated to have a detrimental effect on neighboring properties.

**(f) The use will not lower property values or impact scenic views in the surrounding area;**

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

The property is located adjacent to Laddie Lake but is not expected to have a detrimental effect on views to the lake. There is robust existing screening between the property and Laddie Lake. There is also existing screening to single-family residential properties.

**(g) Existing streets and highways and proposed access roads will be adequate to accommodate anticipated traffic;**

This property can be accessed from Cottagewood Terrace NE, County Highway 10 Frontage Road and County Highway 10 NE. All of these roads are adequate to handle the minimal amount of traffic expected from this type of use.

**(h) Sufficient off-street parking and loading space will be provided to serve the proposed use;**

The applicant is supplying adequate parking for employees and the proposed boat storage. The space breakdown at the facility is as follows: 925 sf. Of retail/storage; 1 service bay and 7 employees at peak shift. This results in a total of 18 spaces required. There are currently 24 spaces allocated to this use within the commercial center. Parking spaces are provided by the building owner, and no changes are proposed to the parking lot.

**(i) The use includes adequate protection for the natural drainage system and natural topography;**

The applicant does not propose any changes to the property, therefore the natural drainage system and natural topography will not be affected.

**(j) The proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise, or vibration so that none of these will constitute a nuisance; and**

Fish-Lectronics is a marine sales, installation and repair business and all work will be conducted inside the existing building. It will not require measures to mitigate odor, fumes, dust, noise, and vibrations.

**(k) The proposed use will not stimulate growth incompatible with prevailing density standards.**

The applicant is not proposing any residential units as part of the project.

## RECOMMENDATIONS

We recommend that the Planning Commission recommend approval of the Conditional Use Permit for 1109 County Highway 10 NE with the following conditions, based on the analysis provided by Planning staff:

- 1) The applicant shall apply for and receive all applicable building permits prior to beginning work.
- 2) The applicant shall conduct marine installation and repair work inside the building, with the garage door shut.
- 3) The applicant shall ensure that customer cars, boats and employee cars are parked only in spots designated for use by Fish-Lectronics.

**Reference: Cars R Us LLC CUP | 1109 County Highway 10 NE**

## **FINDINGS OF FACT**

We recommend the following findings of fact for approval of the Conditional Use Permit:

- 1) The proposed use is a reasonable use of the property, anticipated as a Conditional Use in the C-2 zoning district.
- 2) The use is screened from adjacent residential uses and is therefore not expected to have a detrimental effect on surrounding properties or lower property values.
- 3) Adjacent roadways and the existing parking lot are adequate to handle anticipated traffic and vehicles using the site.
- 4) No changes are proposed to site grading and drainage and therefore stormwater management should be adequate as it exists now.
- 5) There are no unusual odors, fumes, dust, noise or vibration associated with the use, and all work will be conducted indoors.
- 6) No residential use is proposed on the site and therefore incompatible growth in that regard is not an issue with this use.







**City of Spring Lake Park**  
 1301 81<sup>st</sup> Avenue NE  
 Spring Lake Park, MN 55432  
 763-784-6491 (p) 763-792-7257 (f)  
[info@slpnmn.org](mailto:info@slpnmn.org)

For Office Use Only	
Case Number:	
Fee Paid:	\$2000.00
Received by:	JG
Date Filed:	3-4-2021
Date Complete:	
Base Fee:	\$500
Escrow:	11500
CK# 5546	

## DEVELOPMENT APPLICATION

TYPE OF APPLICATION (Check All That Apply)		
<input type="checkbox"/> Appeal <input type="checkbox"/> Comprehensive Plan Amendment <input type="checkbox"/> Ordinance Amendment (Text) <input type="checkbox"/> Rezoning <input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Site Plan/Building Plan Review <input type="checkbox"/> Conceptual Plan Review <input checked="" type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Variance <input type="checkbox"/> Street or Easement Vacation	<input type="checkbox"/> Minor Subdivision <input type="checkbox"/> Lot Combination <input type="checkbox"/> Preliminary Plat <input type="checkbox"/> Final Plat <input type="checkbox"/> Other _____
PROPERTY INFORMATION		
Street Address: 1109 County Hwy 10 NE, Spring Lake Park, MN 55432		
Property Identification Number (PIN#): 01-30-24-22-0132		Current Zoning: --
Legal Description (Attach if necessary): Lot 4 thru 7 incl blk 1 Laddie Lake add. subj to ease of rec		
APPLICANT INFORMATION		
Name: Matt Nelson		Business Name: DPG Inc. dba Fish-Lectronics
Address: 13748 Bluwewing Dr.		
City: Rogers	State: MN	Zip Code: 55374
Telephone: 2183408196	Fax:	E-mail: mnelson03@gmail.com
Contact: Matt Nelson		Title: President
OWNER INFORMATION (if different from applicant)		
Name: Linda Kreps		Business Name: Jay-Kay Business
Address: 12323 Estes Ave NW		
City: Clearwater	State: MN	Zip Code: 55320
Telephone: 612-590-3363	Fax:	E-mail: lindajkrep@gmail.com
Contact: Linda		Title: Owner
DESCRIPTION OF REQUEST (attach additional information if needed)		
Existing Use of Property: Car detailing		
Nature of Proposed Use: Temporary storage of 2-10 boats overnight for marine installation and repair.		
Reason(s) to Approve Request: Temporary overnight boat storage provides greater convenience to our customers. Boats would be dropped off for repair or installation services and could remain overnight while these services are being rendered.		
PREVIOUS APPLICATIONS PERTAINING TO THE SUBJECT SITE		
Project Name: n/a		Date of Application: n/a
Nature of Request: n/a		
<b>NOTE:</b> Applications only accepted with ALL required support documents. See City Code		

**APPLICATION FEES AND EXPENSES:**

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

E-mail mnelson03@gmail.com  Fax \_\_\_\_\_  USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: Matt Nelson Date: 2/26/2021

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

**NOTE: Applications only accepted with ALL required support documents.  
See City Code**

**APPLICATION FEES AND EXPENSES:**

The City of Spring Lake Park requires all applicants to reimburse the City for any and all costs incurred by the City to review and act upon applications.

The application fee includes administrative costs which are necessary to process the application. The escrow fee will include all charges for staff time by the City Planner, City Engineer, City Attorney, and/or any other consultants as needed to process the application.

Minnesota Statute § 471.462 requires all cities to provide, upon request, a nonbinding estimate of consulting fees in connection with applications for permits, licenses, or other approvals relating to real estate development or construction. If the applicant requests the estimate, the application shall not be deemed complete until the City has (1) provided an estimate to the applicant; (2) received the required application fees, as specified by the City; (3) received a signed acceptance of the fee estimate from the applicant; and (4) received a signed statement that the applicant has not relied on the estimate of fees in its decision to proceed with the final application from the applicant.

The City will track all consultant costs associated with the application. If these costs are projected to exceed the money initially deposited to your escrow account, you will be notified in the manner that you have identified below that additional monies are required in order for your application process to continue. If you choose to terminate the application (notice must be in writing), you will be responsible for all costs incurred to that point. If you choose to continue the process you will be billed for the additional monies and an explanation of expenses will be furnished. Remittance of these additional fees will be due within thirty (30) days from the date the invoice is mailed. If payment is not received as required by this agreement, the City may approve a special assessment for which the property owner specifically agrees to be to be assessed for 100 percent per annum and waives any and all appeals under Minnesota Statutes Section 429.081 as amended. **All fees and expenses are due whether the application is approved or denied.**

With my signature below, I hereby acknowledge that I have read this agreement in its entirety and understand the terms herein. **I agree to pay to the City all costs incurred during the review process as set forth in this Agreement.** This includes any and all expenses that exceed the initial Escrow Deposit to be paid within 30 days of billing notification. I further understand that the application process will be terminated if payment is not made and application may be denied for failure to reimburse City for costs. I further understand that the City may approve a special assessment against my property for any unpaid escrows and that I specifically waive any and all appeals under Minnesota Statutes 429.081, as amended.

I wish to be notified of additional costs in the following manner (select one):

E-mail **mnelson03@gmail.com**  Fax \_\_\_\_\_  USPS – Certified Mail

I, the undersigned, hereby apply for the considerations described above and declare that the information and materials submitted in support of this application are in compliance with adopted City policy and ordinance requirements are complete to the best of my knowledge.

I acknowledge that I have read the statement entitled "Application Fees and Expenses" as listed above.

I understand that this application will be processed in accordance with established City review procedures and Minnesota Statutes Section 15.99 as amended, at such time as it is determined to be complete. Pursuant to Minnesota Statutes Section 15.99, the City will notify the applicant within fifteen (15) business days from the filing date of any incomplete or other information necessary to complete the application, including all four requirements of Minnesota Statute § 471.462, should I request a written estimate of consultant fees. Failure on my part to supply all necessary information as requested by the City may be cause for denying this application.

Applicant: **Matt Nelson** Date: **2/23/21**  
Owner: *Linda Kiep* Date: *2-24-21*

**NOTE: Applications only accepted with ALL required support documents.  
See City Code**



**City of Spring Lake Park  
Conditional Use Permit Worksheet**

A conditional use permit cannot be approved unless the Planning and Zoning Commission and the City Council make certain findings and recommendations. Please provide a response on how/why your project meets the below stated criteria. Use additional sheets if necessary. If some items are not applicable for your project, write N/A. Contact the Zoning Administrator with any questions.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community. Provide convenient, local retail marine sales, repair, and installation services
  
2. That the use will not be detrimental to the health, safety, morals, or general welfare of persons residing or working in the vicinity of the use or injurious to property values/improvements within the vicinity of the use. Retail sales & service of marine goods.
  
3. That the proposed use will comply with the regulations specified in Chapter 153 of the Zoning Code. This business complies with current zoning code regulations. The boats will be stored outside temporarily to provide greater convenience for customers. Temporary storage as boats repair
  
4. That the proposed use shall not have a detrimental effect on the use and enjoyment of other property in the immediate vicinity. There is space for temporary storage of boats in the allocated lot space. The owner of the entire building has approved this usage.

5. That the use will not lower property values or impact scenic views in the surrounding area. \_\_\_\_\_

Temporary storage - n/a

6. That existing utilities, streets, highways and proposed access roads will be adequate to accommodate anticipated traffic. \_\_\_\_\_

temporary storage of boats lot can accommodate this usage.

7. That the use includes adequate protection for the natural drainage system and natural topography. \_\_\_\_\_

n/a

8. That the proposed use includes adequate measures to prevent or control offensive odor, fumes, dust, noise or vibration so that none of these will constitute a nuisance. \_\_\_\_\_

Temporary storage of boats - no additional noise, fumes, odors, dust, etc. involved in their storage.

9. That the proposed use will not stimulate growth incompatible with prevailing density standards. \_\_\_\_\_

n/a



To whom it may concern,

Fish-Lectronics has been serving the Twin cities area since 1980. We specialize in marine electronics, parts, and accessories. We're moving to Spring Lake Park to expand our retail and installation services. To provide added convenience to our customers we would like to temporary store boats overnight in our parking lot. We anticipate 2-10 boats to stored outside and would like to receive a conditional use permit. Additional information can be found on the attached conditional use permit worksheet.

Thank you,

Matt Nelson - President

CITY OF SPRING LAKE PARK

Cashier asystadmin  
At Front Counter

3/5/21 4:04pm 131924

From: MATT NELSON  
FISH ELECTRONICS  
1109 CTY HWY 10 NE  
SLP  
MN, 55432

CR Conditional Us 500.00  
MATT NELSON

CR ESCROW (MISC) 1500.00  
MATT NELSON

Receipt total 2000.00

CK CK#005546 (JG) 2000.00

Change Due 0.00

Thank you!





# Memorandum

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

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

**Date:** March 29, 2021

**Subject:** Authorize Hiring Process for Recreation Program Supervisor

The City has received a letter of resignation from Recreation Program Supervisor Jessica Abt (see attached), effective April 9, 2020. With this pending resignation, staff is seeking authority from the City Council to begin a hiring process for a Recreation Program Supervisor.

The salary range for the Recreation Coordinator position is \$25.81 - \$33.08/hour (\$53,675.44 - \$68,814.72/year).

The current job description for the Recreation Program Supervisor position is attached for your review.

Staff recommends the City Council authorize staff to begin a hiring process to fill the vacant Recreation Program Supervisor position.

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



# Jessica Abt



Kay Okey  
Recreation Director  
City of Spring Lake Park  
1301 81st Ave NE  
Spring Lake Park, MN 55432

March 25, 2021

Dear Kay,

I am writing to let you know I am resigning from my position as Recreation Supervisor at the City of Spring Lake Park. My last day will be Friday, April 9, 2021. I have sincerely enjoyed working here in Parks & Recreation with you, Wesley, and the rest of the Spring Lake Park staff, and it is quite bittersweet to leave.

I intend on dedicatedly working to make my transition out as smooth as possible, and if I can help at all after I leave, please don't hesitate to reach out. You can reach me [REDACTED].

Sincerely,

Jessica Abt



**CITY OF SPRING LAKE PARK  
JOB DESCRIPTION**

**JOB TITLE:** Recreation Program Supervisor

**DEPARTMENT:** Parks & Recreation

**REPORTS TO:** Director, Parks & Recreation

**DATE:** June, 2013

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**POSITION SUMMARY:**

Assist in the development and implementation of a comprehensive recreation program. Plan, organize and supervise a variety of recreation programs for youth through adult. Develop and maintain effective public relations materials.

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**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Plan, implement and evaluate individual recreation activities including classes, outings, special events, and playground programs.
- Assist in the organization of youth and adult sports leagues.
- Research new program areas and hire instructors to conduct classes and seminars in a continuing effort to stimulate new interests in the community.
- Subject to Director's approval, interview, hire, train and supervise part-time employees including instructors, and seasonal employees.
- Visit evening classes on a regular basis to keep in touch with the instructors, participants and school personnel and to solve problems as they arise.
- Conduct verbal and/or written program evaluations and interest surveys in order to more effectively evaluate the program.
- Coordinate facility usage with ISD 16 Community Services.
- Promote public relations through use of brochures, flyers, school announcements. Local media, posters, phone contacts, written correspondence and website.
- Keep program records updated. Assist in the preparation of the quarterly and annual reports which clearly identify existing program activities, extent of participation, financial over view and current trends.
- Initiate and control supply and equipment purchases to replenish existing inventories or provide additional items necessary for programs.
- Familiarize assigned personnel to city and department policies and procedures, and clearly communicate the duties and responsibilities assigned so personnel may proceed with certainty in performance of their positions.
- Evaluate the performance of assigned personnel as the basis for counsel and guidance.
- Keep the Director informed of all important developments and results being achieved in the overall program and prepare special reports or documents as requested.
- Accept opportunities to serve in an advisory capacity to community organizations and attend various meetings when needed.
- Handle citizen complaints and concerns in a polite and professional manner.
- Provide general program information and assistance to the public in person or over the phone.
- Process registrations, keep records and perform clerical program support as needed.
- Provide support to youth sports organizations as needed.
- Keep the Director informed of any issues/concerns which may affect the management of the recreation program.
- Perform other duties as assigned.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Possess effective oral and written communication skills.
- Have good leadership skills as well as organizational skills.
- Skilled in marketing, public relations and inter-agency cooperatives.
- Ability to work independently.
- Have a thorough understanding of recreation theory and philosophy.
- Must have knowledge in programming of recreation and leisure services for all ages.

**MINIMUM QUALIFICATIONS:**

- Bachelors Degree in Recreation, Parks & Leisure Services or equivalent field.
- Minimum 2 years of responsible experience in municipal recreation or equivalent.
- Previous supervisory experience.

**DESIRED QUALIFICATIONS:**

- Experience with Microsoft Word, Publisher, Outlook, Power Point and Excel.
- Experience in web-site design and on-line registration systems.



# Memorandum

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

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

**Date:** March 30, 2021

**Subject:** Recreation Registration Specialist

With COVID-19 pandemic restrictions receding as the number of individuals in the State is increasing, the Recreation Department is seeking authority to hire a part-time Registration Specialist to provide customer service, registration and clerical support to the Recreation Department staff.

A copy of the job description is included with the memo. The position would be between 20-29 hours per week. The 2021 wage range for the position is 18.93-24.27 per hour. As a part time position, the position would not be benefit eligible.

Staff is seeking authority to begin a search process for the Registration Specialist.

If you have any questions, please don't hesitate to contact Director Okey at 763-792-7201 or me at 763-784-6491.





**CITY OF SPRING LAKE PARK  
JOB DESCRIPTION**

**JOB TITLE:** Recreation Support Specialist – Registration and Receptionist (.8 FTE)

**DEPARTMENT:** Parks & Recreation

**REPORTS TO:** Director of Parks & Recreation

**DATE:** March 11, 2021

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**POSITION SUMMARY:**

Spring Lake Park Recreation Department is looking for a highly motivated, team-oriented and enthusiastic individual who has a desire to provide customer service and registration support both in person and on the phone, aiding Parks and Recreation Staff with clerical support; record keeping, and marketing. This individual must have desire to work with public and be able to work in a fast-paced environment.

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**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Provides general information and assistance to the public in person or over the phone.
- Takes registrations and payments.
- Keeps records and produces reports within a projected time-frame.
- Balance deposits and petty cash receipts and reconcile to daily/monthly reports.
- Process invoicing.
- Assists in promoting recreational programs through brochures, flyers and social media.
- Attends department and other meetings as position requires.
- Handles citizen complaints and concerns in a polite and professional manner.

**KNOWLEDGE, SKILLS AND ABILITIES:**

- Ability to effectively communicate in oral and written form.
- Ability to work independently with skills to establish priorities and meet deadlines.
- Ability to draft correspondence as it relates to daily operation of Recreation Department.
- Comprehensive knowledge of office practices and procedures.
- Skill and proficiency in word processing.
- Ability to establish and maintain effective working relations with others.
- Ability to perform duties with tact and discretion.
- Ability to maintain records and monitor operations and expenditures in accordance with established criteria and policies.
- Ability to manage cash and deposits.

**Other Duties**

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

**MINIMUM QUALIFICATIONS:**

- Administrative support experience
- Previous customer service experience
- Ability to use MS Office products
- Cash handling experience and point of sale systems
- Ability to maintain accurate records

**DESIRED QUALIFICATIONS:**

- Previous experience work experience or education and parks and recreation, communications or related fields
- Previous experience in using Active Net registration software
- Ability to make rational decisions based on established policy and procedure
- Ability to work independently and with minimal supervision
- Ability to provide a level of customer service that meets/exceeds customer expectation and satisfaction
- Ability to professionally exhibit cultural sensitivity, patience, and understanding in the course of work duties
- Ability to relate to and work with individuals representing diverse backgrounds and culture
- Fluency in Spanish, Hmong, Somali or Vietnamese language(s)

Background Check the City has determined that a City of Spring Lake Park Police Department criminal background check. Applicants must sign an informed consent allowing the City to obtain their criminal history information in connection with the position sought. Applicants who do not sign the informed consent form will not be considered for the position.

Physical Requirements Work is performed both inside, temperature-controlled environment. The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. While performing the duties of this job, the employee is regularly required to talk and listen. The employee frequently is required to stand, walk, use hands to finger, handle or feel and reach with hands and arms. The employee is required to operate a computer and office equipment.

Anticipated work schedule Monday – Friday 9:00 am 1:00pm 1:30– 3:15pm, 29 hours per week or .8 FTE



Stantec Consulting Services Inc.  
733 Marquette Avenue, Suite 1000, Minneapolis MN 55402

March 29, 2021

Mr. Dan Buchholtz, Administrator  
City of Spring Lake Park  
City Hall  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: SLP 2021 Seal Coat Project  
Project No. 193805205  
**Bid Results**

Dear Dan:

Bids were opened for the Project stated above on March 26, 2021. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

Three bids were received. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>
Low	Allied Blacktop Company	\$95,190.00
#2	Pearson Bros., Inc.	\$104,345.00

The low Bidder on the Project was Allied Blacktop Company with a Total Base Bid Amount of \$95,190.00. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Allied Blacktop Company** should be awarded the Project on the **Total Base Bid Amount of \$95,190.00.**

Also attached to this letter is a map of the project area. Note that the bids also included annual street pavement marking for all streets in the city. Also note that the Public Works Director will be completing approximately \$25,000 in spot patching in the project area prior to placement of the seal coat.

Should you have any questions, please feel free to contact me at 612-712-2000.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Phil Gravel

Enclosure



Project Name: SLP 2021 Seal Coat Project

City Project No.:

Project No.: 193805205

I hereby certify that this is an exact reproduction of bids received.

Bid Opening: Friday, March 26, 2021 at 9:30 A.M., CDT

Owner: City of Spring Lake Park, MN

*Phil Pearson*

Phil Grave, P.E.

License No. 19864

Bidder No. 1

Bidder No. 2

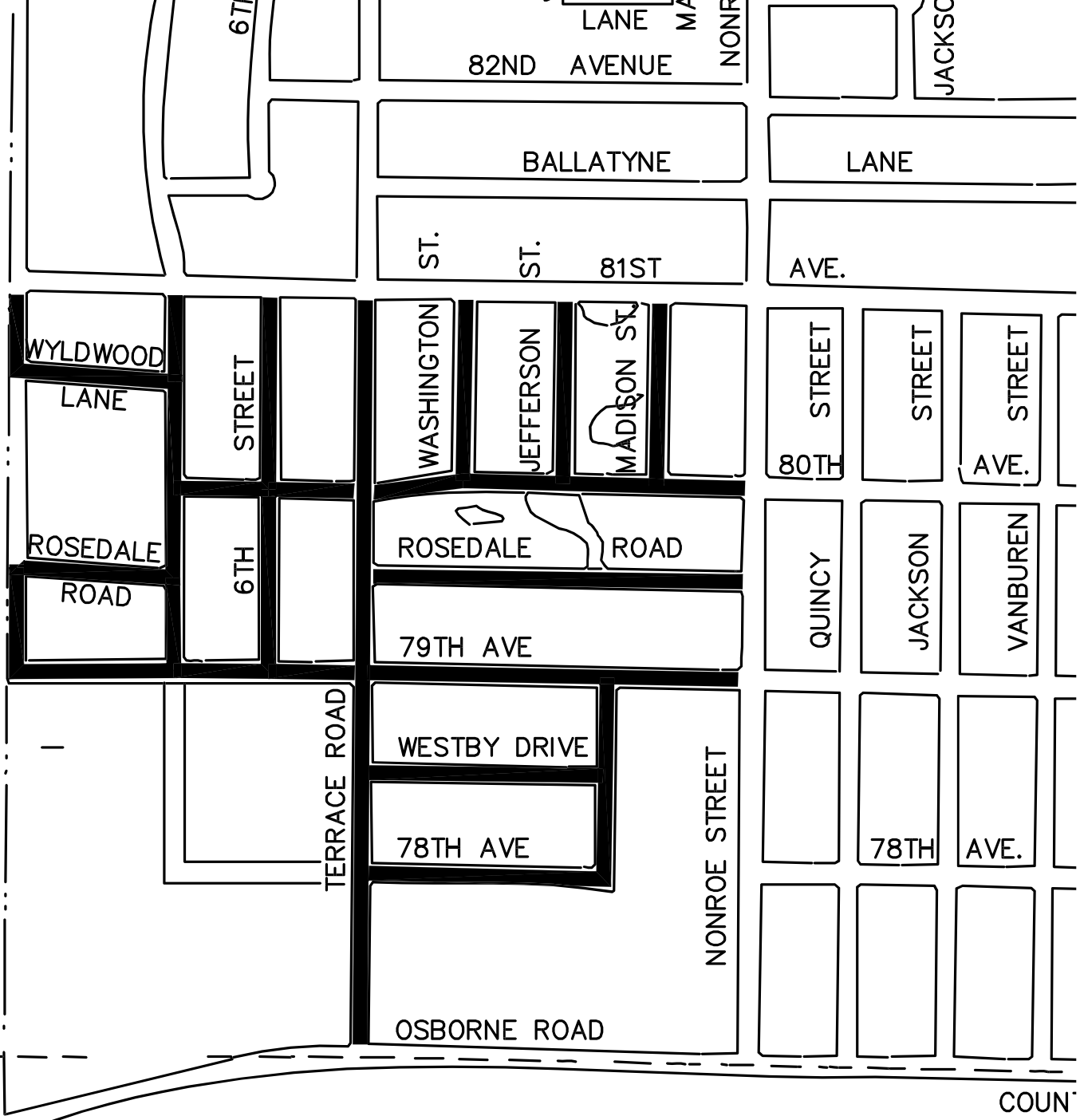
BID TABULATION

Allied Blacktop Company

Pearson Bros., Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total
BASE BID - 2021 SEAL COAT PROJECT:							
1	MOBILIZATION AND TRAFFIC CONTROL	LS	1	\$8,000.00	\$8,000.00	\$17,500.00	\$17,500.00
2	ROUTE AND SEAL CRACK REPAIR	LBS	6500	\$0.35	\$2,275.00	\$1.68	\$10,920.00
3	CLEAN AND SEAL CRACK REPAIR	LBS	6500	\$0.35	\$2,275.00	\$1.68	\$10,920.00
4	SEAL COAT AGGREGATE, FA-2 (MOD)	TN	625	\$1.00	\$625.00	\$46.00	\$28,750.00
5	BITUMINOUS MATERIAL FOR SEAL COAT, CRS-2	GAL	16200	\$4.30	\$69,660.00	\$1.50	\$24,300.00
6	4" DOUBLE SOLID LINE, YELLOW PAINT	LF	72000	\$0.12	\$8,640.00	\$0.12	\$8,640.00
7	4" SOLID LINE, WHITE PAINT	LF	40000	\$0.07	\$2,800.00	\$0.06	\$2,400.00
8	4" SOLID LINE, YELLOW PAINT (PARKING LOT)	LF	200	\$0.70	\$140.00	\$0.70	\$140.00
9	LT., RT., or THRU ARROW PVT. MARKING, WHITE PAINT	EA	4	\$100.00	\$400.00	\$100.00	\$400.00
10	"ONLY" PAVEMENT MARKING, WHITE PAINT	EA	3	\$125.00	\$375.00	\$125.00	\$375.00
11	"ONLY" PAVEMENT MARKING, WHITE PAINT	EA	2	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL BASE BID:					\$95,190.00		\$104,345.00
Contractor Name and Address:							
Allied Blacktop Company				Pearson Bros., Inc.			
10503 89th Avenue North				11079 Lamont Avenue NE			
Maple Grove, MN 50369				Hanover, MN 55341			
Phone: 763-425-0575				763-391-6622			
Email:							
Signed By: Peter Rapistrant				Jack E. Pearson			
Title: President				President			
Bid Security: Bid Bond				Bid Bond			
Addenda Acknowledged: None				None			

UNIVERSITY AVE. N.E.



### Spring Lake Park - 2021 Seal Coat Project

**—————** = PROJECT AREA

**NOTE: PERFORM ALL ROUTE AND SEAL PRIOR TO SEAL COAT OPERATIONS.**





# Memorandum

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

**From:** Terry Randall, Public Works Director

**Date:** March 30, 2021

**Subject:** Approval for preparation of Risk and Resiliency Assessment and Emergency Plan

I am seeking approval for preparation of a Risk and Resiliency Assessment and Emergency Plan for the City. Under the Americas Water Infrastructure Act, that was passed in 2018, the City is required to have a plan in place by June 30, 2021. The last report was completed in November 2006.

I have spoken with Engineer Gravel and he reported that Stantec has been preparing plans for other cities. I received a price quote from Stantec not to exceed the amount of \$17,500.

The funds will be taken from the Renewal and Replacement Fund.

I have included a copy of the quote for your review. Staff recommends approval.





Risk and Resiliency  
Assessment, Emergency  
Response Plan  
Professional Consulting Services  
City of Spring Lake Park



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

Prepared by:  
Stantec  
733 Marquette Avenue, Suite 1000  
Minneapolis, MN 55402  
Phone: 612-712-2000  
Website: [www.stantec.com](http://www.stantec.com)

Contact Person:  
Mark T. Janovec, PG  
Project Manager  
Direct Phone: 651-775-6532  
Email: [mark.janovec@stantec.com](mailto:mark.janovec@stantec.com)

March 19, 2021

## Background

In accordance with America's Water Infrastructure Act (AWIA), also known as Senate Bill 3021, the City of Spring Lake Park is required to conduct and certify a Risk and Resilience Assessment (RRA) and an Emergency Response Plan (ERP). The Environmental Protection Agency (EPA) and Department of Homeland Security (DHS) have provided valuable guidance and tools for conducting RRAs and actionable ERPs.

Per Section 2013.a of the Senate Bill the deadline for the RRA for a system of the City's size (between 3,301 and 49,999 people) is no later than June 30, 2021. The ERP is due no later than six months after the RRA has been completed or no later than December 30, 2021.

The EPA has provided supporting documentation for this Bill, including baseline threat information and compliance guidance. This baseline information and guidance will be utilized in preparation of the RRA and ERP.

## Purpose

The purpose of this scope of services is to provide professional services to assist the City with complying with the AWIA by conducting an RRA and developing an ERP. The AWIA legislation provides the City with an opportunity to investigate vulnerabilities, implement solutions, and streamline response protocols to better protect and respond to hazardous events for their area's water assets and services.

## Scope of Services

### Task 1 Meetings and Coordination

Stantec will coordinate with the City through meetings, letters, transmittals, e-mails, memoranda and other forms of formal and informal communication, as appropriate. Stantec will attend and facilitate up to three formal meetings throughout the duration of this work effort. Each meeting will be up to two hours in length. A preliminary list of anticipated meetings is as follows:

- Kick-off meeting and Baseline Utility Risk Resiliency Analysis (subtask 3.1)
- Draft and Final RRA Review
- Draft and Final ERP Review

### Task 2 Asset Review

#### 2.1 Records Request

Data and information required will be identified by the City and Stantec at the project kick-off meeting and throughout the duration of the project. Data should be provided in electronic format that is consistent with the data and information provided (e.g., PDF, Microsoft Word, Excel, GIS/spatial etc.).

A preliminary list of data request items includes:

- Previous hazard impact history/insurance reports,
- City procedures for staffing, operation, and billing.
- City's Local Mitigation Strategy
- City's Record Drawing information (inclusive of updates and expansions)
- City's most recent bond report for the water system (if applicable)
- Interlocal agreements for provision of or sale of raw and finished water
- Existing vulnerability assessment (or related) document
- Existing Emergency Response Plan, Emergency Operations Plan, or related documents

#### 2.2 Field Investigations

Due to Stantec's familiarity with Spring Lake Park's infrastructure, field investigations will be limited to two site visits to investigate vulnerabilities at certain facilities. Additionally, City staff may be able to participate by conducting field investigations and reporting information back to Stantec, identifying areas of concern.

Locations that may require inspection include:

- Storage tanks
- Water well/ Treatment sites
- Interconnects
- Operations building
- Chemical storage area

Considerations for each site may include the following:

- How would the equipment be affected by strong winds, high water, or adverse weather?
- Where are flammable or combustible sources located adjacent to or within the site and how would a wildfire affect equipment and operations?
- Are the grounds fenced and is access controlled?
- Are buildings secure and how are they accessed (code, card, keys)?
- Where are the control panels located (building, rack mount) and are they secure?
- Are security protocols being followed?
- Does the equipment to be in good working order? Are there temporary adjustments that should be remedied and made permanent?

Since City staff already have a good understanding of some of these issues as related these facilities, input from staff will greatly assist the completion of the RRA.

### Task 3 Risk and Resiliency Assessment

#### 3.1 Prepare Draft RRA

Stantec will utilize the EPA's Risk and Resilience Assessment Checklist to complete the RRA. The checklist helps determine the threat likelihood, vulnerability, and consequence of potential risks. Categories of risks included in the Checklist are listed below.

Malevolent Acts & Natural Hazards for:

- Physical Barriers
- Source Water
- Pipes and Constructed Conveyances
- Pretreatment and Treatment
- Storage and Distribution Facilities
- Electronic, Computer, and Automated Systems
- Monitoring Practices
- Financial Infrastructure
- Chemical Handling
- Operations and Maintenance

Stantec will introduce the Checklist to the City at the Project Kick-off Meeting and seek the City's input throughout the assessment. Output from the checklist will help prioritize risks and guide recommendations for resiliency.

Stantec will submit a draft Risk & Resilience Assessment (RRA) by May 15, 2021 to allow the City sufficient time for review before the EPA deadline. The RRA will document the risks and resilience of the City's water system and critical assets. Stantec will incorporate the City's comments into the final RRA report before June 30, 2021.

Due to the sensitivity of the information included in the RRA, the delivery method for the draft and final documents will be as requested by the City.

### 3.2 RRA Certification Letter

Stantec will prepare the certification letter, as required by the AWIA, for the RRA.

Each certification letter shall contain:

- Information that identifies the City water system submitting the certification
- Date of the certification
- Statement that the City water system has conducted, reviewed, or revised the assessment and plan (as applicable)

*Deliverables: Deliverable will include one (1) certification letter for the RRA by email.*

### Task 4 Emergency Response Plan

Stantec will update the City's Emergency Response Plan 45 days prior to the EPA deadline of December 30, 2021. A report will be developed to include a plan for implementation, as required by the AWIA. This plan will provide clear guidance to City staff on how to mitigate, manage, and respond to vulnerabilities identified in the previously prepared RRA.

Incorporating the results from the RRA, the Emergency Response Plan will include:

#### 4.1 Strategies and Resources

Strategies and resources to improve the resiliency of the system including methods to secure equipment affected by the threats/hazards identified previously. These strategies and resources will be identified within a plan each for the following assets categories:

- SCADA system (1)
- Water well/ Treatment sites (1 typical plan)
- Storage Tanks (1 typical plan)
- Water Distribution System (1)
- Physical and Electronic Security (1)
- Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system

#### 4.2 Mitigation and Attenuation Measures (Countermeasures)

Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on public health and the safety and supply of drinking water provided to communities, including:

- Development of alternative source water options
- Detection of Malevolent Acts
- Detection of Natural Hazards
- Cybersecurity recommendations

This task will also identify potential additional countermeasures, inclusive of both capital cost and operational costs to implement, that may be considered going forward in addressing the asset/threat pair. Because this task involves identifying capital and operational costs, wherever

possible, recent bid information and operating costs will be used. These are conceptual level costs for RRA evaluation purposes only.

The RRA will be revisited to include the countermeasures, and the impact of incorporating those measures on the overall rating will be determined. In this way, the City will be able to determine whether the cost of the measure is appropriate for the reduction in the risk impact.

#### 4.3 Response Measures

Response measures are defined as plans, protocols, and equipment to be utilized when responding to a malevolent act or natural hazard.

- Identification of chain of command and reporting protocols
- Development of applicable response plans and protocols
- Identification and location of applicable response equipment

These response measures will build upon the existing vulnerability assessments, emergency response plans, local mitigation strategies and enhanced state hazard plan. Recommendations for additional measures will be included in this analysis.

#### 4.4 Report

The above measures will be summarized and organized into an Implementation Plan. A draft Emergency Response Plan will be sent to City Project Manager, in a format to be determined, by November 15, 2021. A final Emergency Response Plan will be submitted to the City Project manager, in a format to be determined, by December 30, 2021.

The delivery method for the ERP deliverables will require input from City staff due to the sensitivity of the information included.

*Deliverable: Draft and Final ERPs, including implementation plan, via format to be determined. If hardcopies are requested, up to three (3) copies of the draft and final ERPs (six total) will be provided.*

#### 4.5 Certification Letter

Stantec will prepare the certification letter, as required by the AWIA, for the ERP.

The certification letter shall contain:

- Information that identifies the City water system submitting the certification
- Date of the certification
- Statement that the City water system has conducted, reviewed, or revised the assessment and plan (as applicable)

Deliverables: Deliverable will include one (1) certification letter for the ERP by email.

## Project Fee

The estimated fee for the above scope of work is indicated below. The fee is based on Stantec's current 2021 billing rates. Changes in staffing and staff may be necessary depending on actual project needs and staff availability. Adjustments of budget may be required if identified risks require more extensive response planning than anticipated. Any additional work that may be required will be performed as an amendment to this work order. The following summary table shows the fee by task and is based on time and materials in accordance with the anticipated general effort.

Task	Fee	Fee Type
Task 1 Meetings and Coordination	\$2,800.00	Hourly
Task 2 Asset Review	\$2,400.00	Hourly
Task 3 Risk and Resilience Assessment	\$2,800.00	Hourly
Task 4 Emergency Response Plan	\$9,500.00	Hourly
Total Fee	\$17,500.00	

## Schedule

Stantec will provide services throughout the duration of the project as directed by the City in accordance with the scope of services listed above.

Stantec will complete the tasks no later than the dates outlined below:

- Risk and Resilience Assessment (Task 3) by June 30, 2021
- Emergency Response Plan (Task 4) by December 30, 2021

Whenever possible, we will try to complete the proposed tasks before the above listed dates to ensure all deadlines are met. We will also schedule work to maximize City staff availability over the winter months.

## Exclusions

The following items are not included in the Scope of Services:

1. Design plans and/or documents
2. Storm surge analysis
3. Flood study
4. Evaluation of software vulnerabilities
5. Implementation of software
6. Site visits to all conveyances
7. Risk associated with equipment use
8. Risk associated with accidents/personal injury
9. Risk associated with litigation
10. Training

## Assumptions

Stantec shall be entitled to rely upon the information and data provided by the City of Spring Lake Park, City representatives, and City contracted entities or obtained from generally acceptable sources within the industry without independent verification except to the extent such verification is expressly included in the Work.

The intent of this project is to identify risk that impact level of service that impacts potential health risk and public safety. Financial risk is not a consideration. Property damage risk is considered to the extent that it relates to health risk and public safety.

It is not practical for emergency response plans to be all inclusive of all risk identified in the RRA. Therefore, the ERP will be specific to selected top ranked risk which has mitigation or response measures within the means of the City. Stantec will coordinate with the City to determine the risk rank which will be include in ERP.



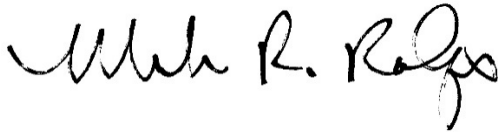
We are available to begin work immediately on this effort. If this proposal is acceptable to you, please sign below to indicate your acceptance. If you have any questions or comments regarding the above work plan, please contact Mark Janovec at (651) 775-6532. We look forward to working with you on this planning effort.

Sincerely,

STANTEC CONSULTING SERVICES, INC.



Mark T. Janovec, PG  
Project Manager



Mark R. Rolfs, PE  
Senior Associate

CITY OF SPRING LAKE PARK

By \_\_\_\_\_

*(signature)*

\_\_\_\_\_

*(printed name)*

\_\_\_\_\_

*(title)*

Date \_\_\_\_\_





# Memorandum

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**To:** Mayor Nelson and Members of the City Council  
**From:** Terry Randall, Public Works Director  
**Date:** March 30, 2021  
**Subject:** Approval to excavate the pond at 83<sup>rd</sup> Avenue and Fillmore Street NE

I am seeking approval to have the pond at 83<sup>rd</sup> Avenue and Fillmore Street NE excavated. The pond is not functioning at this time. I received two price quotes. One quote is to restore the pond to its original design and the second quote includes the option to expand the pond 25 feet to the west.

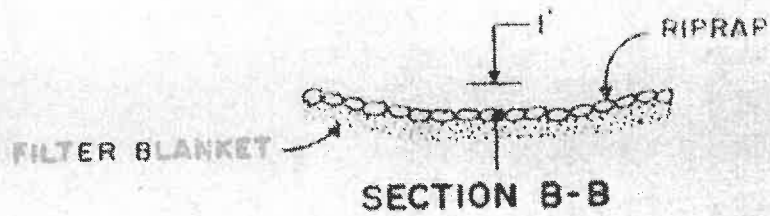
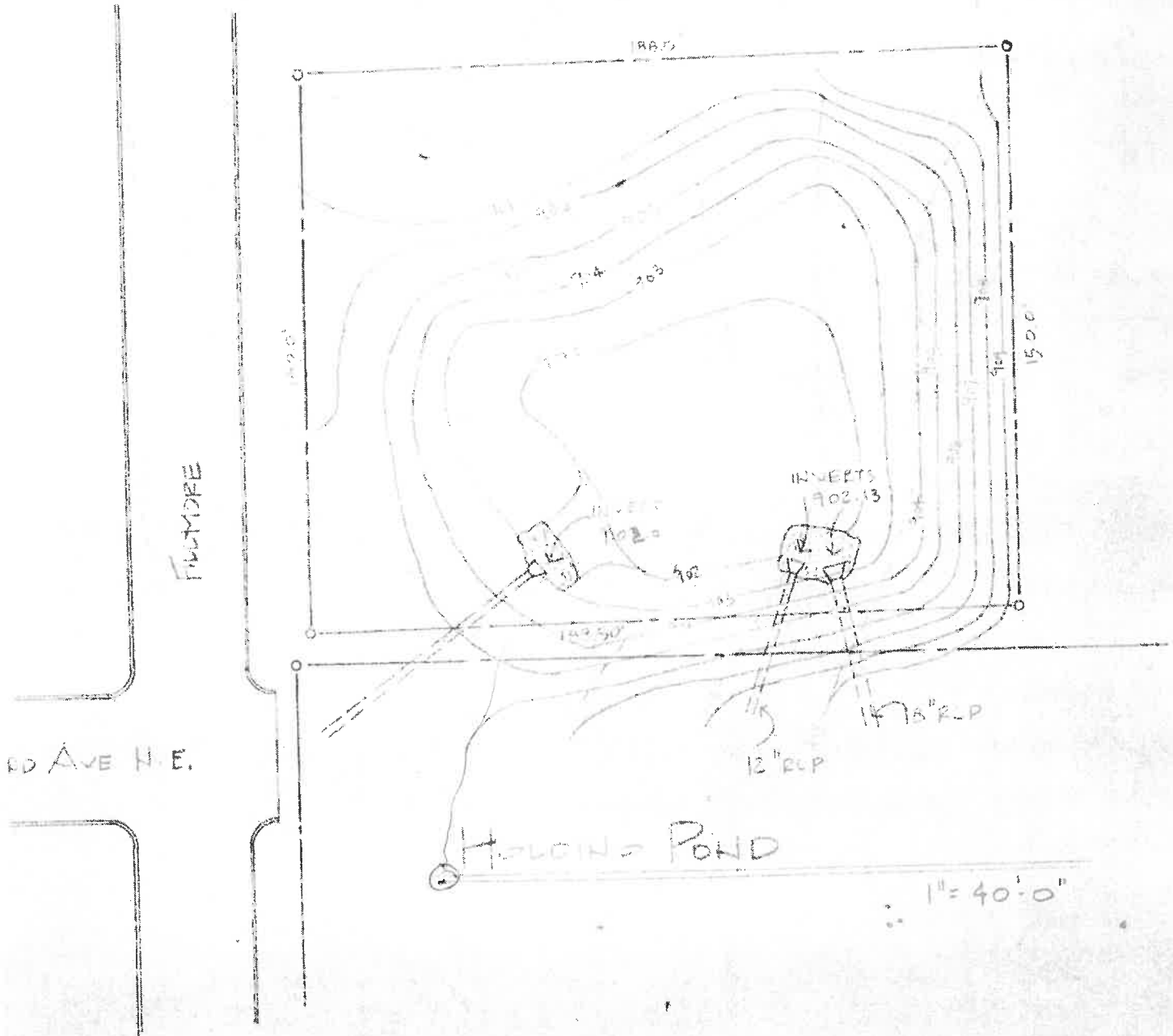
The first price quote is to excavate the pond to its original design and to locate the pipe that is buried. Work would also include adding rip rap around all the pipes. The price quote with all the material being hauled away is \$10,000.

The second price quote option is to excavate the pond back its original design and expand it 25 feet to the west. By expanding the pond, it would allow for more water storage and eliminate the flooding that occurs at 83<sup>rd</sup> Avenue and Fillmore Street. The contractor would haul all the material away and assure that the pond slopes are safe. The price quote of the second option is \$22,000. No trees would be disturbed with either option.

Staff recommends the second price quote option.

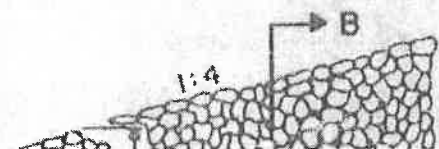


# OPTION 1



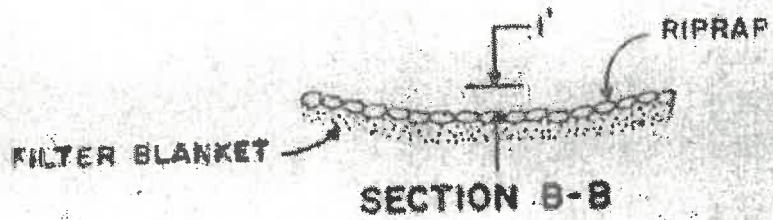
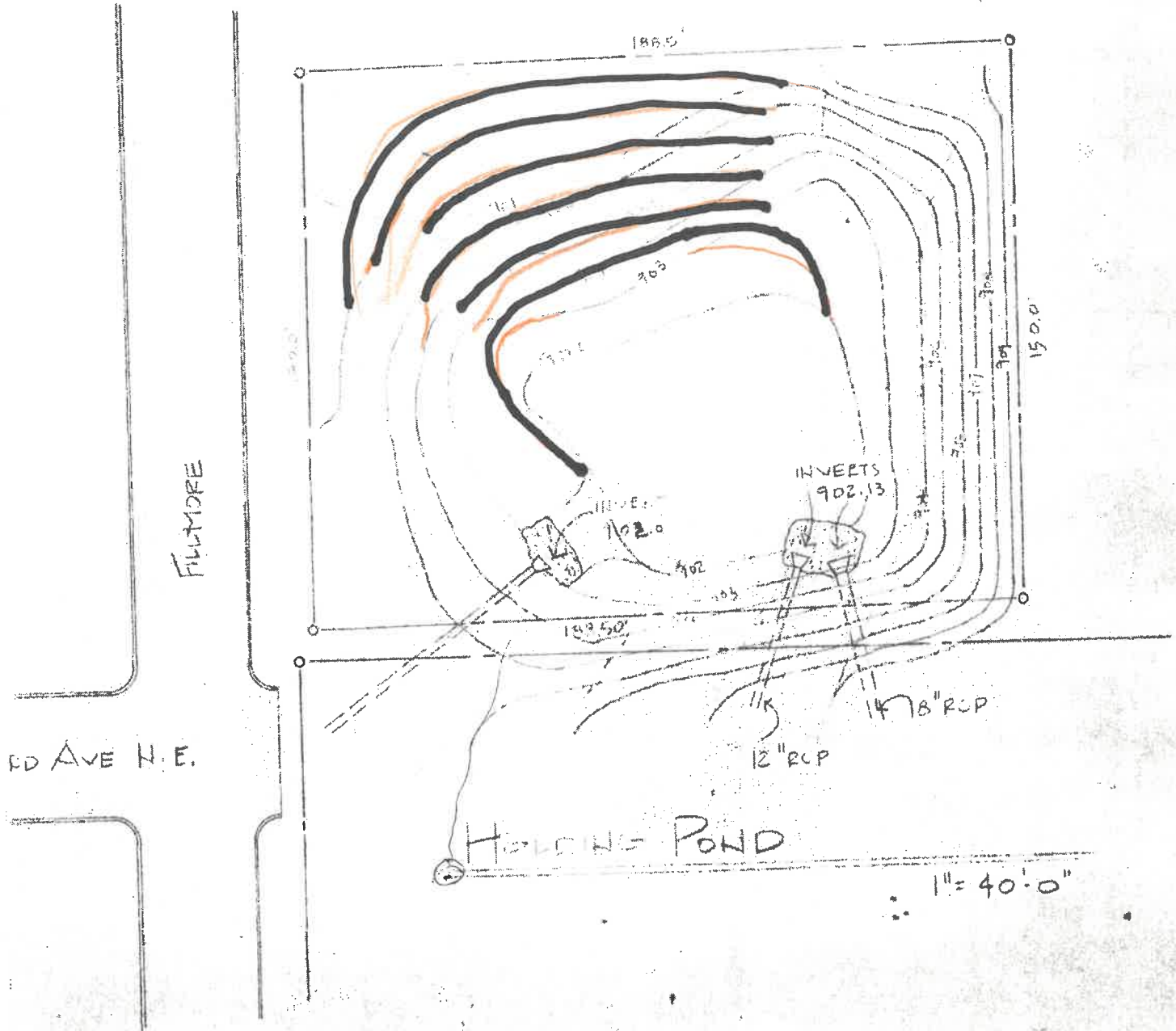
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# Option 2





# Memorandum

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**To:** Mayor Nelson and Members of the City Council  
**From:** Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer  
**Date:** March 31, 2021  
**Subject:** Request for Work Session

Staff would like to request a work session be scheduled for April 12, 2021 at 5:30pm. Here is the proposed agenda for the work session:

April 12, 2021 Work Session

Review Rental Housing Ordinance  
Administrator Reports

If you have an item that you would like to add to the work session agenda, please let me know as soon as possible so we can research the topic for the City Council.

Work session topics for the remainder of 2021 include, but are not limited to:

- Garfield St/Hayes St/80<sup>th</sup> Avenue Street Project planning
- SLP's MS4 and SWPPP
- Police Chief interview/selection
- Discussion of Coon Creek Watershed District's "Springbrook Creek Watershed Load Reduction and Flood Mitigation Plan"
- Storm Water Utility (June)
- 2022 Budget (Aug)

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







City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 04.05.21 Meeting**  
File No.: R-18GEN

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

**2021 MS4 Permit and SWPPP Update (193805251).** Annual Report and Public Meeting due by June 30<sup>th</sup>. Pond, structural BMP, and outfall inspections due by July 31<sup>st</sup>. Program analysis due in December. *The new MS4 Permit application is due by April 15, 2021 2021. A draft application is near completion and will be sent to City staff this week (meeting with staff scheduled for April 5<sup>th</sup>). Coordination with CCWD related to TMDL information will happen as needed.*

**Risk and Resiliency Assessment, Emergency Response Plan – Water System (193804750).** The city is required to complete an assessment and evaluation of the city's water system based on requirements of the Environmental Protection Agency (EPA) and Department of Homeland Security (DHS). *See separate letter regarding this process.*

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

**Fillmore & 83<sup>rd</sup> Pond Improvements Project (193805029).** *A small maintenance project will be considered this spring. The Public Works Director has received prices for completing maintenance and adding a small amount of additional ponding capacity.*

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

**Utilities for 525 Osborn Road Project (193805012).** This city project is for off-site utilities for 525 Osborne Rd.(water main looping and storm sewer). Construction was completed in 2020. *A punch-list inspection will be completed in the spring of 2021.*

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

**2021 Sewer Lining Plan (193805204).** Terry has identified an area for lining in 2021 and has had prelim. televising completed. *Plans have been prepared. Bids will be received on May 4, 2021.*

**2021 Street Seal Coat and Crack Repair Plan (193805205).** The 2021 street maintenance area will be the area south of 81<sup>st</sup> Avenue and west of Monroe Street. *Bids were received on March 26<sup>th</sup>. See separate letter regarding Bid results and Contract award.*

**2021 Sidewalk Project:** Possible sidewalk improvements in Triangle Park and at City Hall. Quotes are still being obtained. *Terry is looking to get more contractors to submit quotes, but contractors seem reluctant to provide quotes.*

**2021 Anoka County CSAH 35 (Central Ave.) and CSAH 32 (85<sup>th</sup> Ave. NE) Projects.** City MSAS # 183-101-012. Anoka Co. will complete paving projects on these two roads in 2021. The County has prepared a Joint Powers Agreement to define the city's share of the costs. *No new info. from County on this project.*

**Anoka County Osborne Road Project.** This project is sustainably complete, minor punch list items to be completed in the spring of 2021. *The Public Works Director will inspect the bituminous trail this spring prior to city acceptance.* <https://www.anokacounty.us/1578/Construction-Weekly>

**Street CIP Planning:** Staff is working on a 10-year Capital Improvement Plan for future street maintenance. *It is anticipated that a paving project will be completed in the Garfield-Hayes neighborhood in 2022.*

#### **Cellular Antenna Installations on Water Towers:**

- **2021 T-Mobile/Sprint antennae replacement on Arthur Street tower.** *This is a new request based on a 12-30-20 email message from Shane Bagley of Begley Wireless Consultants to Dan Buchholtz. Construction Drawings (CDs) prepared by Fullerton Engineering Design (dated 12/15/20). These plans have not been reviewed by engineering/public works (waiting for submittal of escrow – escrow request message sent on 3-16-21).*
- **T-Mobile Antenna Maintenance on Able Street Tower (2020 Anchor).** This project includes antennae replacement. The contact person for the design is Tom Jemilo at insite inc. An escrow account has been established. Review of the Construction Drawings (CDs) for this project were approved on 9/29/20. The Second Amendment to T-Mobile Lease Agreement was approved in January 2021. *Preconstruction Conference was held with Premise Electrical on 2/17/21. Construction has started (as of 2/24/21).*
- **T-Mobile Utility Upgrade/Backup power (generator) - Able Street Tower (Network Hardening).** This project includes installing a permanent generator. The contact person is Tom Jemilo at insite inc. and Jason Bayer from JDR (contractor). Review of the construction drawings was completed in 2020. A Preconstruction Conference was held on 1/13/21. Construction is substantially complete (as of 2/9/21). *Spring 2021 site clean-up will be necessary.*
- **2019-2021 Verizon on Arthur Street tower.** This is a new installation. The contact person is Michael Raia of TechScape. Revised Construction Drawings labeled Revision E were submitted in March 2019 and are considered approvable. Final Lease was approved by city council on October 21, 2019. *Construction may not occur until late 2021.*
- **2021 Clearwire equipment removal from Able Street tower.** This is an equipment removal request based on e-mail messages from Nelson Valenzuela of Qualtek Wireless in the fall of 2020. City Building Permit Number for this project is 2020-00449. *Plans have not been reviewed by engineering/public works. Public works has decided that all equipment shall be removed (including ground equipment). A Preconstruction Conference was held at the site on March 20, 2021.*

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

# **CORRESPONDENCE**



---

March 19, 2021

Local Government Official  
Spring Lake Park  
1301 - 81st Avenue N.E.

Spring Lake Park, MN 55432

Dear Local Government Official:

Congratulations! I am very pleased to send you the attached notification of compliance with the Local Government Pay Equity Act. Since the law was passed in 1984, jurisdictions have worked diligently to meet compliance requirements and your work is to be commended.

Minnesota Rules Chapter 3920 specifies the procedure and criteria for measuring compliance and your jurisdiction's results are attached. You may find a copy of our "Guide to Understanding Pay Equity Compliance" and other resources on our Local Government Pay Equity webpage at: <https://mn.gov/mmb/employee-relations/compensation/laws/local-gov/local-gov-pay-equity/>.

This notice and results of the compliance review are public information and must be supplied upon request to any interested party.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)

Again, congratulations on your achievement!

Sincerely,  
Dominique Murray  
Pay Equity Coordinator

## Results of Tests for Pay Equity Compliance

Date: March 19, 2021

Jurisdiction: Spring Lake Park

ID#: 588

### 1. Completeness and Accuracy Test

Passed. Required information was submitted accurately and on time.

### 2. Statistical Analysis Test

Passed. Jurisdiction had more than three male classes and an underpayment ratio of 80% or more.

Passed. Jurisdiction had at least six male classes, at least one class with a salary range, an underpayment ratio below 80% but a t-test that was not statistically significant.

### 3. Salary Range Test

Passed. Too few classes had an established number of years to move through a salary range.

Passed. Salary range test showed a score of 80% or more.

### 4. Exceptional Service Pay Test

Passed. Too few classes received exceptional service pay.

Passed. Exceptional service pay test showed a score of 80% or more.

If you have questions or need assistance, please contact Dominique Murray at (651) 259-3805, or by email: [pay.equity@state.mn.us](mailto:pay.equity@state.mn.us)



# Notice of Pay Equity Compliance

*Presented to*

## Spring Lake Park

For successfully meeting the requirements of the Local Government Pay Equity Act M.S. 471.991 - 471.999 and Minnesota rules Chapter 3920. This notice is a result of an official review of your 2020 pay equity report by Minnesota Management & Budget.

Your cooperation in complying with the local government pay equity requirements is greatly appreciated.

March 19, 2021

Date

A handwritten signature in blue ink, reading "Myron Frans".

Myron Frans, Commissioner





**BUSINESS**

# New Brighton eases into short-term rental regulation with permit requirement

By **DEANNA WENIGER** | [dweniger@pioneerpress.com](mailto:dweniger@pioneerpress.com) | Pioneer Press

PUBLISHED: March 30, 2021 at 6:32 p.m. | UPDATED: March 31, 2021 at 7:58 a.m.

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One unruly short-term rental property in New Brighton has prompted officials to write up a new ordinance reining in loud parties, large crowds and lewd behavior.

The City Council will vote on the ordinance April 13.

"We're no longer having to enforce a nuisance violation on a party that will never be back at the property," Ben Gozola, the city's assistant director of community assets and development, said of how the ordinance is written. "We are now enforcing a permit against the property owner who's responsible for those parties coming into their unit. This will give us that leverage we need if there's an issue that can't be addressed to be able to revoke that."

The city is hoping to strike a balance between keeping the peace and not overregulating those hoping to make a few extra buck renting out their properties.

There are at least four short-term rental properties currently listed in New Brighton. Short-term rentals are defined as any dwelling being rented for a period of 14 days or less. The permit requirement would be for properties where the owner is not living on the premises.

Neighbors on Lakebrook Drive who attended a [March 23 virtual public hearing](#) hope the ordinance will bring peace back to their Long Lake neighborhood. Some think the wording could be stronger.

"This neighborhood has many, many young children ... and with the lewd parties of two years ago, and the overfilled parties with the gunfire, it's just too much for the residents to handle," said Martin Barklow who lives a few houses away from what the council is calling the "problem property."

"I would appreciate some more strict language within the ordinance along with actual enforcement," he said.

Other neighbors reported up to 38 cars parked on the street, inflatables with noisy fans running for hours, parties smoking marijuana, large wedding gatherings and overcapacity pontoon boats.

"A gun was discharged right in front of my house," said neighbor Sarah Gabler. "It was very scary. It was like 3:30 in the morning."

Since January 2019, police were called to the Lakebrook Drive property 15 times.

Highlights of the proposed ordinance include:

- Anyone who wants to run a short-term rental must get a permit each year. Exceptions: renting of individual rooms, and if the owner lives at the property and will be present during the rental period.
- All short-term rentals must have a resident agent who can respond to problems.
- Documentation of occupants is required. A list must be made available to the city upon request.
- Specific information must be posted in the rental for occupants' reference, such as contact info for the agent, property address and a diagram of emergency exits.
- First offense requires owner to take actions necessary to prevent further violations.
- Second offense within 365 days of an initial violation results in immediate permit suspension and review by staff. The owner can appeal to the council.
- Properties with revoked permits cannot obtain a new permit for 365 days.
- Persons who have a permit revoked cannot be issued a new short-term rental permit for 365 days.

Roseville recently created a short-term rental ordinance, choosing a stricter route with required licensing and a minimum stay of seven to 10 days. New Brighton is opting for the less regulated permit option.

"The licensing requirement does require additional staff time, more resources having to be dedicated towards this issue," Greg said. "Ordinance New Brighton, Ramsey County if we find this ordinance is not operating as intended, or we need to do additional review."



## Deanna Weniger | Weekend reporter

Deanna Weniger covers Ramsey County and works a weekend breaking news shift. She has more than 15 years of experience at daily newspapers in Michigan and Minnesota. She has covered the environment and several geographic areas and has been a columnist.

dweniger@pioneerpress.com

Follow Deanna Weniger @dweniger



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# Ramsey County Economic Competitiveness and Inclusion Plan

# About the Planning Partnership

Developing a comprehensive economic development strategy has been identified as a [Strategic Priority](#) by the county for some time. In 2019, Ramsey County took this charge and began leading the development of a comprehensive economic development strategy centered around equitable growth and strengthening economic competitiveness. The process has been led by the county, with the help of local and national consultants that supported the development of in-depth analyses of the county's economy, including:

- a market and industry cluster analysis
- a property-based fiscal analysis
- a county-wide housing assessment

This work was informed throughout by the engagement of residents, businesses, community leaders, a steering committee, and the Ramsey County Board of Commissioners, all of whom helped shape the development of an implementable plan that outlines economic and community objectives to pursue over the next five years.

## Consulting Team

### Economic Competitiveness & Inclusion Plan

- Housing Analysis
- Economic Analysis
- Implementation



### Equitable Development

- Community Engagement
- Strategic Advisor
- Equity Framework
- Implementation



### Financial Health Analysis

- Property Value Analysis
- Comparative Analysis



# Land Acknowledgement Statement

Every community owes its existence and vitality to generations from around the world who contribute their hopes, dreams, and energy to making the history that led to this moment.

Some were brought here against their will, some were drawn to leave their distant homes in hope for a better life, and some have lived on this land since time immemorial. Truth and acknowledgement are critical to building mutual respect and connection across barriers of heritage and difference.

Ramsey County is located on the ancestral lands of the Dakota People. We acknowledge the Ojibwe, the Ho Chunk, and the other nations of people who also called this place home. We pay respects to their elders, past and present, and consider their treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. We also consider the many legacies of violence, displacement, migration, and settlement that influence us to this day.

*This acknowledgement given in the U.S. Department of Arts and Culture Honor Native Land Guide – edited to reflect MN tribes. In review with St. Paul Indians in Action and endorsed by Shannon Geshick, Executive Director of the MN Indian Affairs Council.*

# A message from Ramsey County Board Chair

Ramsey County is deeply committed to [advancing racial equity](#) by reducing racial and ethnic-based disparities. We understand that a vibrant, competitive county economy is built on adequate, high-quality housing options, paths to entrepreneurship, an innovative business sector, thriving commercial corridors, and ample opportunities for workforce development. These outcomes are only possible by ensuring that all of our county residents and workers have equitable and inclusive access to all of these opportunities. Too many of our fellow neighbors are hurting from the lack of access to quality housing, the barriers to starting a small business, and the inability to accumulate household wealth. These disparities are particularly acute for our Black, Indigenous, and People of Color neighbors. And the COVID-19 pandemic has only exacerbated those challenges.

While we cannot totally erase the harm caused to past generations by racial discrimination in housing and employment, the county commits to our role in forging a better path forward. The county recognizes and acknowledges this requires deconstructing barriers and changing systems, structures, policies, and outcomes.

This Economic Competitiveness and Inclusion Vision Plan serves as an important step toward achieving two longstanding [county goals](#): 1) Cultivating economic prosperity and investing in neighborhoods with concentrated financial poverty through proactive leadership and inclusive initiatives; and 2) Enhancing access to opportunity and mobility for all residents and businesses through connections to education, employment and economic development throughout our region. You'll read in the pages that follow about the eight strategies and related actions that will guide this work as part of our economic recovery.

However, there is a limit to what the county can accomplish alone. We will use the Vision Plan strategies to clarify and align our work with all Ramsey County residents, communities, and other interested partners to chart a course for a more equitable and competitive Ramsey County economy for years to come.



Toni Carter  
Ramsey County Board Chair

# About the Artists

This plan has been brought to life through illustrations and graphics created by three area artists. Here are their stories:



## Leeya Jackson

Leeya Rose Jackson is an Art Director, Designer, and Illustrator born and raised in Detroit, Mi. She creates works that explore and celebrate Black Femme and Queer identities. She is the Creative Founder/Head Designer of Noisemakers Design Shop, aimed at providing equitable and unique design for BIPOC small businesses and initiatives. In 2020, Leeya found a new solace in beginning to digitally illustrate as well as design. She goes by Leeya Makes Noise/Noisemakers because her work is loud, colorful, bold and dares to center Black identity first.



## Mayumi Park

Mayumi is a Korean-Okinawan self-taught designer and organizer who splits her time between doing independent work in graphic design (emphasis on illustration) and her role as the community engagement organizer for a local public art organization. She enjoys collaborating with community members whose goals are rooted in liberation movement building and hopes to eventually work towards establishing a multidisciplinary, workers-run design cooperative alongside like-minded creatives. She resides in St. Paul.



## Khou Vue

Khou Vue is a first-generation Hmong-American graphic designer and illustrator. After a decade-long career as a designer, she felt a strong pull toward illustration and storytelling. In her work she strives to portray themes of femininity, cultural empowerment, and social awareness. She resides in North St. Paul.

# Planning During an Unprecedented Time

As the Economic Competitiveness and Inclusion Plan (ECI) planning process continued to assess the economic strengths and weaknesses within the county, a global pandemic began to take hold throughout the United States, with the health and economic impacts most acutely felt by people of color. Then on May 25, 2020, George Floyd, a 46-year-old Black man, was killed by Minneapolis police. This action, recorded for all to bear witness, set off a global racial justice protest that highlighted racial disparities and persistent institutional structural racism, culminating in the global recognition that Black Lives Matter.

Our communities and economy are in crisis, facing uncertainty about the future and expected long-term negative economic impacts on our most vulnerable residents and businesses. Ramsey County leaders, residents, and business owners have been forced to navigate unfamiliar risks and expectations. Yet these same challenges also have created a deeper understanding that the status quo that existed before 2020 is not sustainable, is deeper than most of us understand, and requires actions as dramatic, sustained, and impactful as the actions that led us to this point.

Many leaders in all sectors have issued pledges to do better. Despite decades of recognition that the current economics of race are not sustainable and unfulfilled pledges by regional leaders to take action since the 2008 recession, little positive impact occurred to improve outcomes for Black, Latinx, Asian, and Indigenous people. As Tawanna Black from the Center for Economic Inclusion wrote in a May 27, 2020 call to action addressed to corporate leaders in Minnesota, “...over the 10-year period of recovery since the last recession, Minneapolis-St. Paul has only closed the racial wage gap between White Workers and Workers of Color by \$541 (Source: Brookings Metro Monitor).” This plan seeks to define a set of economic priorities and actions that mitigate the impacts of institutional structural racism and disinvestment in our Black, Latinx, Asian, and Indigenous communities while simultaneously accelerating economic growth and competitiveness in Ramsey County, dispelling the myth that the two are mutually exclusive.



The COVID-19 pandemic also meant that the development of this plan evolved differently than originally planned, and differently from other county planning efforts. In-person meetings pivoted to virtual engagement, with different formats utilized to engage a diversity of voices representing the county’s many local communities, business and industry types, community-based organizations, affordable housing partners, and many others. An important goal of this plan is to advance economic inclusion by leveraging and aligning the County’s efforts with those working at the local, regional, and state levels.



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## Artist Statement

### Khou Vue



*I was thrilled to learn of this initiative by Ramsey County to take accountability and try to take a step in reversing its historically racist past. When I researched more into the policies that allowed the construction of highway 94 right through the majority Black Rondo neighborhood, I was enraged and shocked. In my illustrations I wanted to portray growth, vitality, and abundance; that through making amends we can all begin to thrive.*

#### Connect

[www.koovoo.me](http://www.koovoo.me)

# Charting a More Competitive and Equitable Economic Future

For decades, Ramsey County has seen steady economic growth as the broader region seized opportunities in health and life sciences, food and water, headquarters and business services, financial services and insurance, and advanced manufacturing. Ramsey County sits in the heart of the Twin Cities' seven-county metropolitan area and is the second most populous county in the state. With more than 550,000 residents, it is the most fully developed, racially diverse and densely populated county in Minnesota. Development of this Economic Competitiveness and Inclusion Plan began in early 2020 and initial observations noted an economy with the following characteristics:

- Nearing full employment, with tight labor market conditions but also the realization that many residents, particularly Black, Latinx, Asian, and Indigenous people face barriers to workforce participation, family-sustaining wages and affordable housing
- Transit corridor development building momentum with a focus on the Riverview Corridor, Rush Line, and METRO Gold Line
- A desire to create a more intentional and comprehensive inclusive economic and workforce development alignment
- Strong economic development infrastructure with rail, river, and air infrastructure

The secret to Ramsey County's growth is the thing that makes its economy unique:

## A place as rich in cultural vitality as it is rich in economic opportunity

Ramsey County has the most diverse population of any county in Minnesota. Its racial and ethnic makeup mirrors that of the United States. Black, Asian, Latinx, Indigenous, and multi-racial populations of color comprise roughly 40% of the county's current population. The largest populations of color are Asian (13%) and Black (11.1%). About 7.3% of residents have a Hispanic or Latinx ethnic background. 21.9% of residents aged five years and older live in homes where a language other than English is spoken. A diversity of culture and heritage uniquely position Ramsey County to create economic opportunity. Inviting visitors to explore, learn about, and experience the many cultures in Ramsey County, known as 'cultural tourism,' not only creates new economic opportunities but will elevate awareness of the many rich cultures present.



## An affordable place to build a life for seniors, young professionals, and their families

One of Ramsey County's strengths is the diversity of its households and of its housing stock, which includes newer rental opportunities, traditional multi- and single-family homes and apartments. Some of these units are older 'naturally-occurring affordable housing' (NOAH). Over the last decade, the county has seen steady population growth, with more people choosing to live and work in neighborhoods offering a range of amenities both within St. Paul and throughout the many other localities across the County.



## A niche for creativity, steeped in legacies of old and emerging regional innovation assets

Ramsey County's agile economy is paving the way for new industries to emerge, as clusters of innovation in technology, medical device manufacturing, and the creative economy breed new microenterprise opportunities.

Ramsey County's strengths and assets position it well for a vibrant future. Its ability to work in partnership to cultivate a diverse workforce, invest in neighborhoods for all, and nurture a growing industry mix is what makes its economic future promising. Conversely, a threat to these assets – and its capacity to respond accordingly – would compromise Ramsey County's ability to thrive in an ever-changing economy.

We know the opportunity ahead is challenging, as Black, Latinx, Asian, and Indigenous people within Ramsey County are disproportionately impacted by the recent COVID-19 global pandemic and the social unrest that followed the killing of George Floyd.

Such disparity, however, is not a novel occurrence. The historical extraction of wealth and devaluation of Black homes, businesses and bodies, coupled with ongoing disparities in wages, investments, and access to resources in Black, Latinx, Asian, and Indigenous communities has affected generations of households across the United States, and Ramsey County is not immune. Racial inequities have been proven to impact GDP, economic growth, and the well-being of residents. Racial equity and economic inclusion is imperative to Ramsey County's economic competitiveness and prosperity.



# Racial Equity is a Regional Competitiveness Imperative



**Closing the wage gap would add \$2.3 billion in annual earnings for Ramsey County’s Black, Brown, Indigenous and other residents of color, promoting a more vibrant economy and more equitable prosperity<sup>1</sup>.**

Wage disparities across racial lines are softening competitiveness and creating unnecessary housing burdens for individuals and families. A renewed - and targeted - focus on job access, skill training, and high-wage industry growth, coupled with intentional efforts to dismantle institutional racism, can create economic pathways. This has the potential to close stagnant racial income and wealth gaps while simultaneously accelerating economic growth in Ramsey County.



**The intergenerational wealth gap resulting from past actions in Saint Paul’s Rondo community is estimated at \$90 million in lost home equity<sup>2</sup>.**

Historic wealth extraction and present day undercapitalization of the Black community continues to limit the county’s ability to mitigate poverty and fight displacement. The county must take action now to undo the racism and the symptoms of racism experienced by workers and families for generations as a result of economically and racially exclusive policies and actions of the past.

**“The cost of inaction is too great. If we wish to chart a path toward recovery and create a more resilient future, then we must ensure our commitment to our most vulnerable residents. When our most vulnerable residents thrive, we all thrive.”**

- Ramsey County Economic Inclusion Build Session Participant

COVID-19 caused a shift in priorities, as well as heightening the urgency for existing priorities focused on closing disparities. All efforts toward recovery must be racially responsive and economically sound if Ramsey County is to prosper in the coming decade. Disparities highlighted during the pandemic demand us to reimagine the economy to ensure that the systems within the county, and the entities its residents and business owners rely upon, apply racially inclusive and equitable policies to mitigate the economic harm done by generations of racially exclusive policies and practices.



**Ramsey County needs 500 more minority business enterprises (MBE) to match the U.S. ownership rate. Adding 500 businesses owned Black, Latinx, Asian, and Indigenous people would create 6,690 new jobs in Ramsey County<sup>3</sup>.**

A widening undercapitalization in of minority business enterprises is stifling overall economic growth, causing the county to miss out on the economic contribution of approximately 500 Black, Latinx, Asian, and Indigenous business enterprises.

**Ramsey County needs 15,000 deeply affordable housing units to address the need for those most severely impacted by the lack of affordable housing<sup>4</sup>.**



Most Black, Latinx, Asian, and Indigenous cost-burdened 4 person households are earning less than \$51,700, which equates to 50% of the area median income (AMI). Black, Latinx, Asian, and Indigenous renters are more likely to be cost-burdened than white renters. Ramsey County’s biggest need is affordable rental units at 30% AMI, plus a need for more rental units with two or more bedrooms<sup>5</sup>.

Over the next few years, Ramsey County’s economic prosperity will be driven through a commitment and focus on growing new, high-wage jobs and increasing access to these jobs. This will increase its most important drivers of economic growth: small businesses. This new and competitive economy must center the voices of those most impacted by historic injustice and the global pandemic. Because County resources are not sufficient to meet all of the needs identified, our priority is on addressing the needs of our most economically vulnerable residents and investing in key economic, cultural and transportation corridors. County leaders and staff, together with partners across the housing spectrum, will work together to address critical housing needs, support services, and disparities; to align public, private and philanthropic resources in support of new housing supply, and preserving existing affordable housing while improving climate resiliency and reducing household utility costs.

These economic priorities must work in tandem with the county’s priorities around place-based investments to ensure residents have an affordable place to call home and can affordably get to where they need to go. This involves leveraging and prioritizing resources, greater cross-jurisdictional coordination and deeper partnerships with cities across the county to develop sites for industry and housing, and cultivating opportunities for residents to lead cultural and business district growth and anti-displacement mitigation.

Ramsey County is committed to growing its economic competitiveness through strategies centered on inclusion so that all households are able to live in stable, safe housing located near jobs, transportation, essential services, and community amenities. Ramsey County will thrive because of its racial, ethnic, and socioeconomic diversity, not in spite of it.

- 1: Fourth Economy: If all Black, Latinx, Asian, and Indigenous residents received the same average wages as white workers.
- 2: Fourth Economy: The Ramsey County Minority-owned Business Enterprise (MBE) ownership gap versus the U.S average.
- 3: Fourth Economy: If Ramsey County closed the MBE ownership gap by adding 500 MBEs at the same average employment for current MBEs in Ramsey County (13.4) it would add 6,690 new jobs.
- 4: 65,000 households in Ramsey County pay more than 30% of their income on housing, while nearly 30,000 pay more than half of their income on housing. The gap of 15,000 affordable rental units for the lowest income residents (AMI-30) is the gap that the market is least likely to address.
- 5: The Area Median Income for the Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area in 2020 is \$103,400. See [report](#).

# The County's Role

Implementation of the plan requires Ramsey County to partner with intentionality and shared accountability. The success of this plan will be measured by the County's demonstrated ability to commit to the change management necessary to reimagine and reform policies and investments, and set and hold themselves and partners accountable to racial equity goals in order to support the actions necessary for dismantling systemic racism and ultimately closing racial wealth gaps. By first becoming an employer, investor, customer, and partner of choice for Black, Latinx, Asian, and Indigenous talent, businesses, and residents; and then instituting policies, practices, and initiatives that fuel inclusive economic competitiveness, the County will build trust, foster racial inclusion and belonging, and model the principles of equity that all entities and employers must adopt for racial equity to be realized.

Ramsey County will adopt measurable, meaningful goals in each arena within its span of control to drive inclusive economic impact in undercapitalized

communities, while also leading region-wide efforts to institute bold racially inclusive action to pilot new approaches, scale up effective programs, and leverage existing capacity and resources to accelerate local action and results. One of Ramsey County's greatest assets is the racial and ethnic diversity of its population. Realizing this same racial and ethnic diversity in the economic health of businesses, employers and community-based organizations operating in the County is the key to its economic competitiveness and prosperity. In its response to the economic and social disruptions of 2020, the County developed transformative new partnerships and approaches to supporting Black, Latinx, Asian, and Indigenous businesses and organizations. These lessons inform its work going forward to build capacity and strengthen relationships with community-based organizations and local government partners to help facilitate culturally-responsive policy change.



# A Year of Engagement

Thousands of Ramsey County residents and interested individuals were involved in the Economic Competitiveness and Inclusion planning process.



- Public Community Meetings
- Working Group Meetings
- Strategy Build Sessions
- Steering Committee Meetings
- Community Action Team Meetings
- Ramsey County Board Meetings
- Housing Town Hall
- Elected Officials Summit



- Community Partners
- Elected Representatives
- Community Members
- State Program Leaders
- Philanthropy
- Business Leaders



[Visit the site](#)



# A Holistic Plan

## County Goals

- 1 Cultivate economic prosperity and invest in neighborhoods with concentrated financial poverty
- 2 Enhance access to opportunity and mobility for all residents and businesses

## Strategies

### 1 Ensure place-based inclusion, create resilient and equitable communities

- Preserve and increase the supply of rental housing units for lowest-income residents
- Expand affordable homeownership opportunities and improve housing stability for communities that have experienced historic wealth extraction
- Foster inclusive economic development within county transit, economic, and cultural corridors
- Support communities in equitable site development



### 2 Foster economic competitiveness, innovation, and transformation

- Sustain and accelerate workforce recovery programs
- Develop pathways to entrepreneurship and Black, Latinx, Asian, and Indigenous business ownership
- Attract and grow high-wage industry and innovation: technology, advanced manufacturing, and life sciences
- Strengthen business retention and expansion infrastructure to support communities



## Outcomes

When we are successful, Ramsey County will experience...



Fiscal Health







Inclusive Wealth Building



Economic Resilience

# Implementation Considerations

Across all priority areas, given Ramsey County's limited capacity, it is vital for the county to amplify and partner with existing efforts. Even so, the county has a role to play for each strategy presented in this plan; some actions provide the opportunity for the county to function in multiple ways. They include:

-  **Investment**  
These are the actions where Ramsey County is the primary financier for the initiative at hand, whether a grant, loan, or outright investment.
-  **Policy**  
A change in internal county operating policies, or the advocacy for or adoption of county-wide legislation.
-  **Program**  
An explicit initiative designed and implemented by the county and its partners.
-  **Coordination**  
Acting as a convener or collaborator with partners or existing aligned initiatives.

The plan includes eight strategies designed to support inclusion and economic competitiveness. They are organized across two areas of focus: place-based enhancements and economic competitiveness, innovation, and transformation for Ramsey County residents. Under each strategy, we have highlighted key actions that the county and its partners can take to advance the strategy. These recommended actions are just the beginning of the implementation process and each require a sustained effort to achieve success. A plan is delivered in a community at a point in time, responding to what is known. A great plan, led by committed stewards, is a living document and conversation that continues throughout the months and years following its adoption. Ramsey County is committed to an ongoing process of action, assessment, recommitment, and accelerated solutions to truly achieve an inclusive and competitive community.



# Section 1

## Ensure Place-based Inclusion and Create Resilient and Equitable Communities



## About the Artist

### Mayumi Park



*I am someone who regularly thinks about housing issues and has the tendency to see reality through a figurative lens. My illustrations lean heavily on metaphorical elements in order to present my creative interpretation of the actions Ramsey County is taking to create a more equitable future.*

#### Connect

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

Instagram: @mayumipark

# Ensure Place-based Inclusion and Create Resilient and Equitable Communities

Within the region, Ramsey County remains a relatively affordable place for people to rent or own a home. Yet we are seeing that market pressures and the economic impacts of the COVID-19 pandemic are creating new housing cost challenges including greater housing instability for many households. Ensuring that all current and future households across the county have access to affordable housing choices – whether they rent or own; whether they have a family, are college students, empty-nesters, or are in other phases of life – is critical to our shared long term economic health and prosperity.

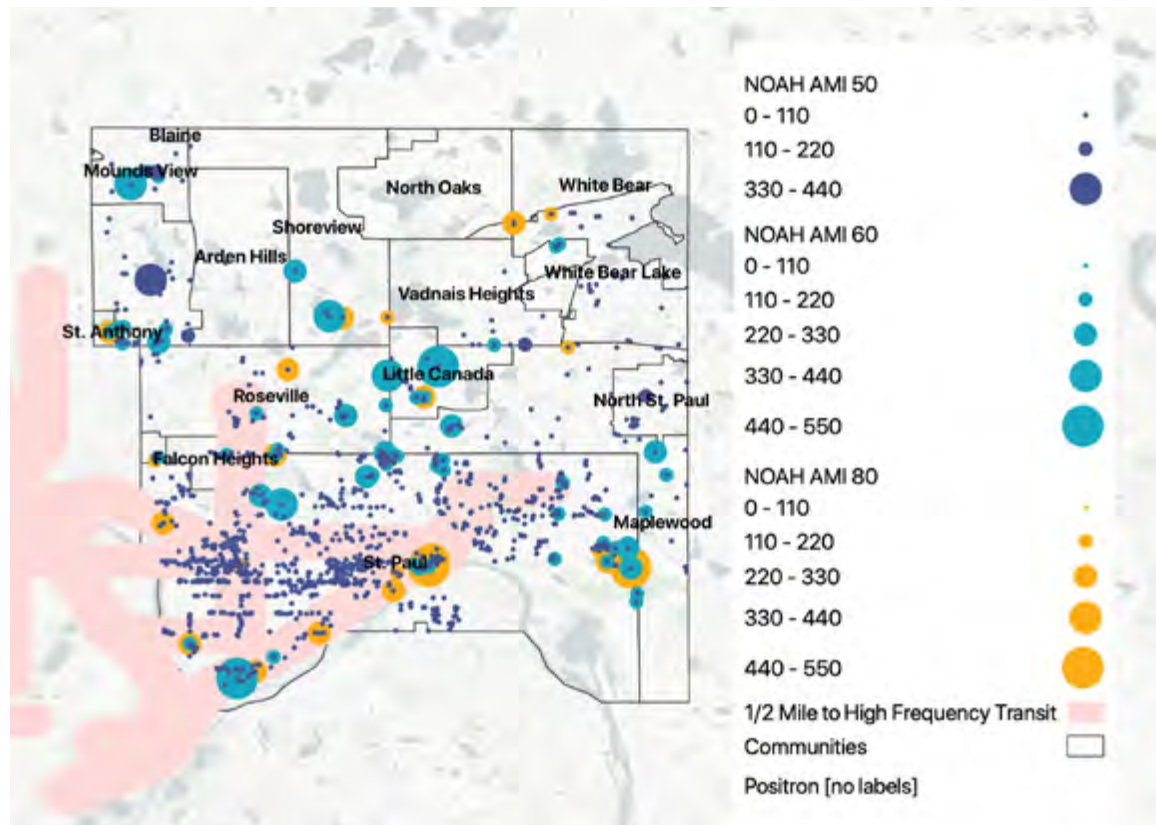
Prior to the COVID-19 pandemic, home values and rents were rising across the county. Across all income levels and housing types, the housing market did not include enough inventory to meet demand. Too many Ramsey County households are cost-burdened, meaning they are paying more than 30% of their annual income for housing. The market is not building enough housing to meet the demand from seniors, service workers, and others in lower-paying professions, or for those with disabilities or who make less than \$25,000 annually (i.e. 30% of the area median income). This challenge is anticipated to grow, placing further strain on the housing market and county services for all households. There is a growing need to provide supportive services to ensure homelessness is rare, brief, and non-recurring. Additionally, the [data](#) finds that Black, Brown, Asian, and Indigenous households face the greatest disparities in terms of housing cost burden, homeownership, and income levels. These disparities reflect decades of racial bias within governmental policies and financial services, and the extraction of land and homes from Indigenous peoples and Black households without fair compensation. Addressing these needs and disparities benefits all Ramsey County residents and builds broader community wealth.

Between [2014-2019](#), approximately 1,400 total affordable and market-rate units were built annually, with about one-third of these being affordable units. Simply put, not enough new housing is being built. The shrinking supply is pushing up rents and home values and creating an extreme housing cost burden for low-income families. At the current pace of new construction, it would take more than 21 years to build enough units to provide an affordable home for those very low-income households living in the County today.

Over 65,000 households in Ramsey County spend more than 30% of their income on housing. Within these households, most of which are renters, roughly 45% are extremely cost-burdened and spend more than half of their income on housing. Within the larger metropolitan region, Ramsey County offers some of the most affordable neighborhoods. However, much of this "naturally occurring affordable housing" (NOAH) is the result of aging, unsafe housing stock where occupants may face overcrowding, exorbitant energy costs, and exposure to health contaminants. Approximately 6 out of every 10 affordable units are located within St. Paul. Across Ramsey County, 61% of the [NOAH rental units](#) are in buildings that are at least 50 years old, and only 8% are in buildings that are less than 10 years old.

Preserving currently affordable housing while improving its condition is a key priority. Providing funding for the preservation of units that can help keep rents low, support energy efficiency and other modifications, and tighten requirements around quality maintenance are some of the multitudes of policy and programmatic levers explored in the section below. Presently affordable housing includes subsidized and unsubsidized rental housing. Current estimates are that 3,205 Low Income Housing Tax Credit (LIHTC) units will expire by 2030, further reducing the availability of affordable housing. When targeting county preservation resources, a priority is on key transit and economic corridors that provide affordable access to economic opportunity.

# NOAH Units at 30-80% AMI



## Affordable Rents by AMI

4 Person Household	Annual Household Income	Monthly Rent
30% of AMI	\$31,000	\$775
80% of AMI	\$78,500	\$1,963

Unit Size	Number
Studio	1,922
1 BR	5,309
2 BR	3,161
3 BR	115
4 BR	3
<b>Total</b>	<b>10,510</b>

## Count of NOAH Units in High-Frequency Transit Corridors

This map shows geographic location of market-rate, or 'naturally-occurring affordable housing' (NOAH) units. The accessibility of NOAH units to transit and work are critical factors in prioritizing housing for preservation. The table to the right shows the number and type of NOAH units within a half-mile buffer of the High-Frequency Transit Network.

A four-person household earning \$31,000 (30% AMI) is cost-burdened if the monthly rent exceeds \$775. A four person household earning \$78,500 (80% AMI) is cost-burdened if the monthly rent exceeds \$1,963.

## The County is committed to increasing affordable housing supply for the lowest income households where the need is greatest.

Improving pathways to homeownership, especially for Black, Indigenous, Latinx, and Asian residents will address racial wealth disparities that currently exist. Together, these strategies help to create greater prosperity for all county residents and localities. Ramsey County's Community and Economic Development Department will lead this work.

The county is also committed to housing stability for our most vulnerable residents. There is a steep price for inaction. More than 500 evictions occur in a normal year, costing state and county taxpayers \$13 million. During the 2008 recession, evictions rose to nearly 3,300, costing nearly \$28 million<sup>6</sup>. [Heading Home Ramsey](#) supports the county's commitment to [HUD's Continuum of Care program](#) designed to end homelessness. Ramsey County believes that housing stability is fundamental to a person's ability to thrive economically and socially. The new Housing Stability Department will lead the county's work in this area.

## Housing Opportunity by the Numbers

### Current Condition

- Nearly 1 in 2 renters are cost-burdened, nearly 1 in 4 renters is extremely cost-burdened, and nearly 1 in 5 owners is housing cost-burdened.
- The majority of these cost-burdened households are working age, renters, and Black, Latinx, Asian, and Indigenous households.
- Existing need is greater than the current affordable housing supply. 33,395 people live in subsidized housing compared to 77,330 people in poverty, and 14,613 households live in subsidized housing compared to 29,528 severely cost-burdened households.<sup>7</sup>
- [Redlining](#) and historic wealth extraction have contributed to the affordable housing problem.

### Estimated Need

- There is an existing need for at least 15,000 additional affordable units for households at or below 30% area median income (AMI). This is projected to increase and includes different housing types such as transitional housing and permanent supportive housing as well as two- and three+ -bedroom units.
- Ramsey County has +/- 35,300 [NOAH rental units](#) affordable at 80% of AMI. Of these, 14,800 NOAH rental units are two bedrooms or more. Preservation of these existing affordable rental units is critical. 10,510 units are within half a mile of the high-frequency transit network (HFTN) but 69% of these units are studios and 1 bedroom units<sup>8</sup>.
- There are less than 22,000 owner units affordable below 50% AMI. If these units are lost, the cost to replace them would be 3-12 times the cost of preservation.
- Reducing community time by an average of 10 minutes by increasing infill development can save up to \$217 million.

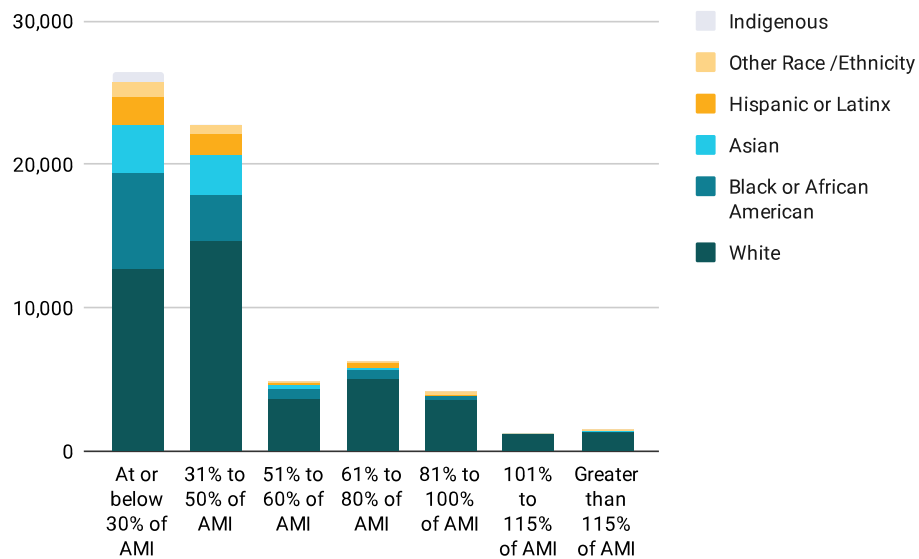
### Target

- An Affordable Housing Trust Fund seeded with 10 million dollars could spur the creation of 500 to 1,000 new affordable units per year.
- Additionally, 800 to [1600 NOAH rental units](#) could be preserved with support from the Affordable Housing Trust Fund.





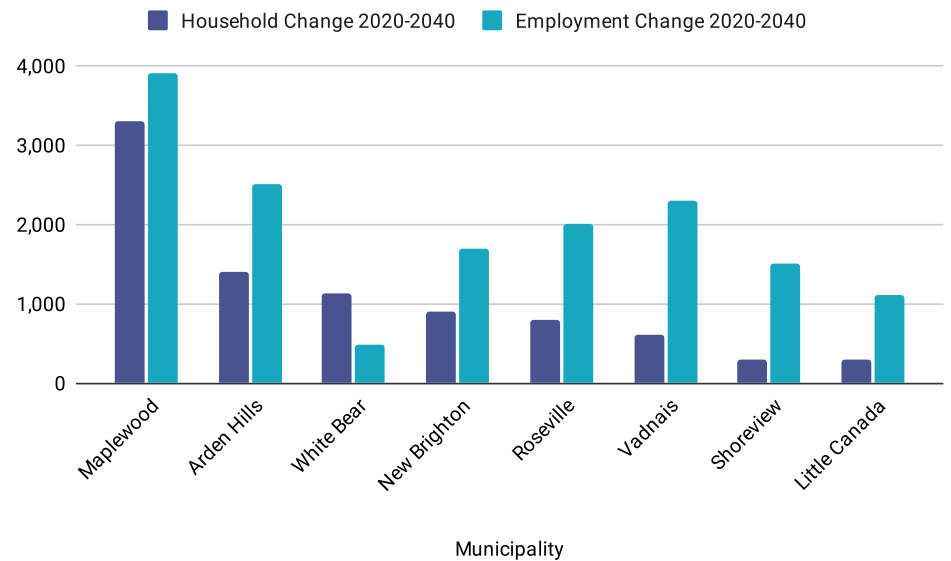
## Cost-Burdened Households by Race and Ethnicity



Low-income Ramsey County households are cost-burdened. Minority households that are cost-burdened are overwhelmingly earning 50% AMI or lower.

The majority of cost-burdened households are white, but minority households are more likely to be cost-burdened. Among Black households, 48% located outside St. Paul are cost-burdened yet they only represent 4% of all cost-burdened households in Ramsey County.

## Higher Growth Communities



Communities with higher employment growth may need more affordable housing and transit service to support the job growth. These communities will have a higher housing costs making housing less affordable. Saint Paul is projected to add 12,700 households and 18,800 jobs by 2040.

6: Based on analysis of EvictionLab data for Ramsey County from 2000 to 2016. Estimates of the costs are derived from the [University of Arizona Cost of Eviction Calculator](#).

7: US Department of Housing and Urban Development's A Picture of Subsidized Households, 2018.

8: [Voucher payment standards](#) vary by the age of the project, number of bedrooms, and household size. GIS Analysis of the data conducted by Fourth Economy.

# Current Economic Conditions Shaped by Past Policy

The current levels of poverty and disinvestment that we see impacting our residents today began decades ago. In the 1930s and 1940s, the Home Owners' Loan Corporation, a federal government agency created as part of the New Deal, mapped cities around the United States according to the level of perceived financial risk associated with a neighborhood. These maps generally color-coded neighborhoods in a hierarchy with green for "Best", blue for "Still Desirable", yellow for "Definitely Declining" and red for "Hazardous". A variety of factors were stated to contribute to these colors including the ethnic and racial make-up of residents. The marking of areas in red ("redlining") was a racist practice that effectively denied people of color access to credit from lending institutions for decades, while other discriminatory practices barred people of color from obtaining mortgages in higher-rated neighborhoods.

The impact of redlining is visible today in the fact that most "Areas of Concentrated Poverty" where a majority of residents of color are the same St. Paul neighborhoods that were designated as "Definitely Declining" or "Hazardous" in 1934. The legacy of redlining impacts and additional policies such as adding racially-restrictive covenants to real estate deeds directly contributed to the economic conditions of many residents today. While Ramsey County is not unique in this regard, the county leaders are elevating the issue and seeking to address the impacts.

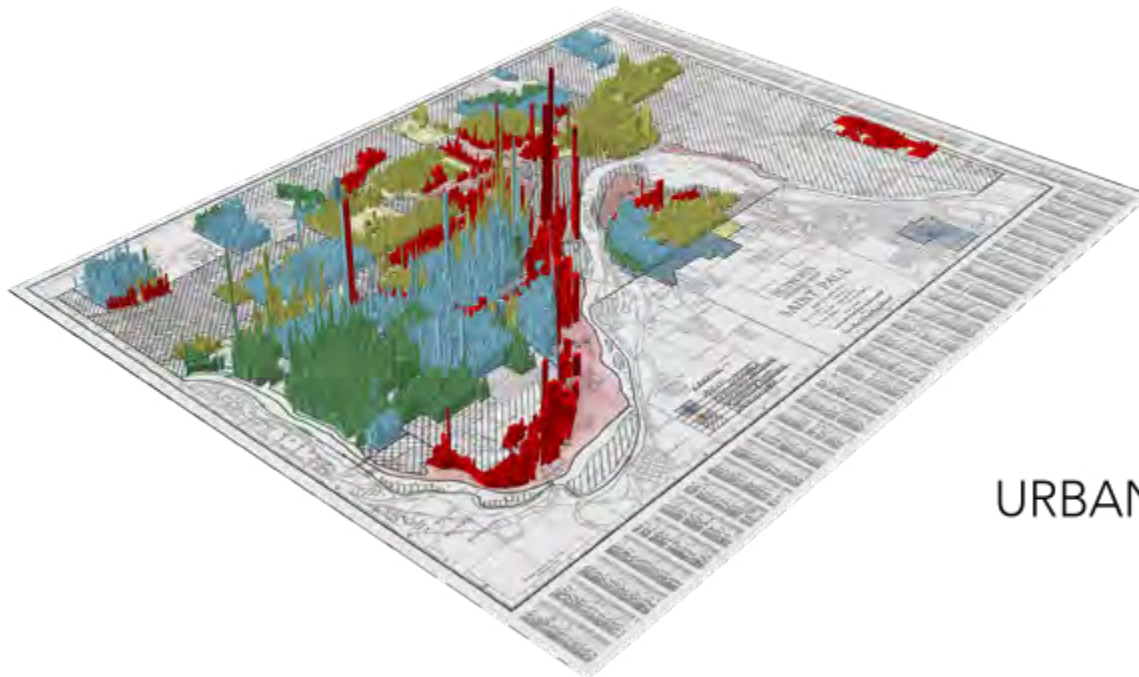


## Redlining and Current Property Values

The featured map demonstrates redlining and current property values with the colors representing the original redlining grades and the height of the bars indicate the current property values. While property that was redlined along the Mississippi riverfront increased in value as a result of other investment forces, most redlined areas were never able to achieve increased property values on par with the rest of the County, contributing to a wealth gap that persists today.

The strategies included in this plan seek to mitigate these impacts and to improve land use productivity as identified by Urban3. Urban3's analysis demonstrated that smart, data-driven planning and decision-making results in more housing and business choices and produces a more resilient and productive financial outlook for cities and for the county.

While this plan will not reverse the impacts of past policies overnight, it does demonstrate the county's commitment to addressing them. Doing so will enhance and make more equitable the economic conditions of our residents. This, in turn, will strengthen the overall fiscal health of the county.



URBAN3

# Recommended Strategies and Actions

# A More Resilient and Equitable Community

To meet the defined needs and advance opportunities for Ramsey County residents and businesses these four strategies will be pursued. With each strategy a set of actions can be taken that include investments, policy actions, programmatic actions or coordination.

## Strategy 1

Preserve and increase the supply of rental housing units for lowest-income residents

## Strategy 2

Expand affordable homeownership opportunities and improve housing stability for communities that have experienced historic wealth extraction

## Strategy 3

Foster inclusive economic development within county transit, economic and cultural corridors

## Strategy 4


Support communities in equitable site development






## Strategy 1


# Preserve and increase the supply of rental housing units for lowest-income residents

## Recommended Actions

**2022**  Activate a county Housing and Redevelopment Authority (HRA) levy and establish a dedicated fund to support new affordable housing development, including offering gap financing and land acquisition and development funds. Create specific guidelines that align with county housing goals and expectations for the type of projects new resources will fund, including a priority for projects that increase housing supply for households at 30% AMI or below, and commitments to long-term affordability along with county expectations. Continue to partner with Minnesota Housing Finance, Met Council, and city partners to map timing and guidelines focused on other housing programs in order to leverage funding.


**2022**   Coordinate with state, regional, and local preservation efforts targeted within the county by making strategic investments of county funds in NOAH funding pools, including the NOAH Impact Fund managed by the Greater Minnesota Housing Fund, and exploring new policy options such as tax incentives for NOAH preservation in transit corridors.

**2022**  Convene monthly meetings with local housing staff to help meet local affordable housing production and policies goals outlined in city comprehensive plans approved by Met Council, including zoning reforms; share emerging practices or policies; and identify potential pipeline projects that may be seeking public funding.


**2022**  Establish policies for all multi-family housing projects receiving county funding:


- Must accept housing choice vouchers.
- Landlords must agree to partner with organizations that support tenant access to housing for persons with high-risk backgrounds and provide joint annual reporting.
- Prohibit excessive rent increases or additional fees.

This builds on current requirements for CDBG or HOME funded projects.

**2022**  To respond to the climate crisis, partner with utility providers to supply energy efficiency, weatherization, and electrification credits for low-income homeowners, owner-occupied housing units, and multi-family affordable housing units that can be accessed during construction and energy retrofit projects to bring down operating costs. Prioritize existing affordable multi-family housing with commitments by landlords to maintain rents at affordable levels.

Identify federal, state, and philanthropic funds and resources to provide flexible support to pilot energy efficiency, weatherization, and electrification investments.

**2023**  Use HRA funding to incentivize (via corridor planning grants) actions that encourage multi-family zoning in all current or planned high-frequency transit and commercial corridors. Work collaboratively to identify and reduce other regulatory barriers.

**2023**  Grow the portfolio of small-scale housing developers to increase the number of Black, Latinx, Asian, and Indigenous mixed-use, residential, and commercial developers and identify financial support for these new and existing developers. The county should measure the percentage of funds invested with Black, Latinx, Asian, and Indigenous developers over time to ensure an increased amount of investment year over year and that results are increasing relative to the goal. Coordination can occur with LISC and other philanthropic investors.

Type Key

 Investment  Policy  Program  Coordination

## Measures of Success

The ECI plan seeks to transform Ramsey County. The following metrics focused on preserving and increasing affordable housing will demonstrate the plan's impacts:

- Increase in affordable housing development
- Reduction in cost-burdened households and the closing of the gap between Black, Latinx, Asian, and Indigenous households and all others
- Preservation of NOAH units
- Reduction in housing-related operating costs
- Increase in multi-family housing near transit corridors, including utilities
- Increase in the number of Black, Latinx, Asian, and Indigenous mixed-use, residential, and commercial developers

***“We have to proactively work to preserve [naturally occurring affordable housing] units. Funding sources for NOAH preservation have short timelines and are not nimble enough to be leveraged quickly.”***


- Resident Participant




## Strategy 2


# Expand affordable homeownership opportunities and improve housing stability for communities that have experienced historic wealth extraction


### Recommended Actions


**2022**  Lead effort to align federal resources managed by the county, City of St. Paul, and Metropolitan Council (Community Development Block Grants and HOME funding) to support countywide Economic Inclusion goals and Heading Home Ramsey priorities.


**2022**  Strengthen Ramsey County's commitment to homeownership. Promote more utilization of existing homeownership programs from Minnesota Housing for down payments, renovations, homeowner education, and [The Community Homeownership Impact Fund](#).


**2022**  Using an HRA Levy, or another funding resource, create a funding or tax waiver program to address historic redlining and direct housing investments to Black, Latinx, Asian, and Indigenous families displaced or denied homeownership through government policies, including the destruction of the Rondo Community. This should be done in coordination with the Rondo Community Land Trust, the City of St. Paul, and the St. Paul & Minnesota Foundation who have already been exploring this concept.

**2022**  Improve access to housing information (county and partner information) for all residents, including non-English speakers and those with visual disabilities. This should include information on affordable homeownership and down payment assistance programs, homelessness support programs, tenant and landlord rights, and resources for accessing legal or financial help when faced with evictions. Information should be broadly available on the county website and in multiple languages to improve accessibility and transparency of available resources, processes, and partner organizations.

**2023**  Explore working with cities to adopt disclosure policies that require landlords to provide potential tenants clear information about average annual and monthly energy costs, which will help renters know their full housing costs.

**2023**  Create an Equitable and Resilient Communities Fellowship within the Community and Economic Development department through a partnership with philanthropy and higher education, focused on working with Black, Latinx, Asian, and Indigenous residents and community-based organizations. The Fellow can identify resources available through the [MN Homeownership assistance programs](#), such as down payment assistance and homeownership training for both prospective Black, Latinx, Asian, and Indigenous single-family homeownership and owner-occupant housing including duplexes and triplexes, and create additional resources to provide easier access to available funding programs and county policies to support housing stability, low-income homeowners, and renters.

**2023**  Promote coordination between county programs and the city of St. Paul to extend homeownership and energy efficiency programs to small multi-family housing landlords so they can improve energy efficiency and climate resiliency and further drive down housing costs for renters.

**2024**  Create an additional rehab fund that allows for emergency home repairs. Explore additional resources to support these investments and other energy efficiency, weatherization, and resiliency improvements.

Type Key

 Investment  Policy  Program  Coordination



***“I would really like to see...truly affordable housing options, both rental and ownership”***

- Resident Participant

## Measures of Success

The ECI plan seeks to transform Ramsey County, and the following metrics will demonstrate the impacts related to housing stability that the plan is having:


- Increase in Black, Latinx, Asian, and Indigenous homeownership in Ramsey County
- Increase the range of housing information that is accessible to all Ramsey County residents
- Increase in the support provided to property owners to perform housing rehabilitation activities that increase overall operating efficiency and reduce costs





### Strategy 3


# Foster inclusive economic development within county transit and key commercial corridors


## Recommended Actions

**2022**  Allocate dedicated resources to Minnesota Housing Finance Agency's Consolidated Request For Proposals to increase the resources and competitiveness of projects located within Ramsey County, particularly those within transit corridors. Identify projects that can be competitive for these funds to support their application and leverage additional resources.

**2022**  Develop an equitable development framework to pursue the redevelopment of underutilized publicly owned land near transit and key commercial corridors for affordable housing and community-serving needs.

**2023**  Explore using a portion of the HRA levy proceeds to support the strategic acquisition of underutilized sites for equitable TOD, and utilize publicly owned lands (all government and authorities) for community-serving purposes such as childcare, workforce training, tech equity, and business incubation sites. This can include discounting land for affordable housing when disposing of surplus public lands, prioritizing community-serving needs in RFPs, and marketing those sites that also fall within tax incentive program areas, so long as they are not in environmentally vulnerable areas.

**2023**  Establish a flexible capital fund to support the acquisition, development, and rehabilitation of naturally-occurring affordable housing with resources targeted to transit corridors and economic corridors with NOAH inventory. This should include both larger multi-family buildings as well as smaller (2-4 unit) buildings that can provide affordable opportunities for wealth accumulation, and are more common in many suburban locations.

**2023**  Explore, with city partners, a county-funded [Right of First Refusal](#) (ROFR) policy to give the first option for purchase of multi-family affordable housing located within TOD areas to non-profit affordable housing developers or community land trusts as a way to preserve long-term affordability. ROFR helps to ensure that the HRA levy and other county funds are NOT subsidizing displacement and the conversion of affordable units to market-rate units.

“Right of First Refusal, also known as Tenant Opportunity to Purchase, efforts are increasing in their adoption. In 2020 several communities across the country have proposed these types of interventions to preserve affordability and in some cases create wealth-building opportunities. Washington D.C has seen the preservation of over 1,400 units and the creation of 4,400 limited-equity co-op units across 99 buildings as a result of their efforts.

## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that the plan is having in key transit and commercial corridors:

- Increase the number of affordable housing projects and LIHTC credits allocated within Ramsey County communities funded through the Minnesota Housing Finance Agency's Consolidated Request For Proposals
- Increase in the number of publicly owned properties in the development process, through the utilization of an equity framework
- Increase in the number of Naturally Occurring Affordable Housing units preserved along transit and commercial corridors








***“Ramsey County should invest in public transportation or affordable housing near job centers.”***

- Resident Participant

# Support communities in equitable site development

## Recommended Actions

- 2022**  Create an equitable development policy for Ramsey County to foster equitable community and site development. Encourage Ramsey County cities to create equitable development policies tailored to their communities.
- 2022**  Explore partnerships with housing allies on coordinated outreach to local mayors, city councils, developers, and the broader public to accelerate local zoning changes to remove exclusionary housing barriers.
- 2023**   Encourage cities to prioritize equitable development to strengthen fiscal health. Examples include: enabling infill development, increasing density, and/or reducing/rethinking minimum parking requirements.
- 2024**  Encourage and incentivize innovation in housing construction techniques to bring down the cost of housing construction and overall maintenance. Support pilot programs/efforts that increase innovation in housing construction techniques that bring down the cost of affordable housing (especially below 80% AMI) construction. This could include supporting regional efforts to pilot modular and alternative construction in Ramsey County, including multigenerational and owner-occupied housing.

## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that we are having in key providing communities support to implement equitable development:

- Increase in number of communities with defined equitable development policies
- Increase in number of communities prioritizing underutilized land
- Increase in number of units developed via pilot programs that demonstrate lower construction and operating costs

***“Development should happen  
with the community and  
anti-displacement in mind.”***

- Resident Participant



## Section 2

# Foster Economic Competitiveness, Innovation & Transformation



# Artist Statement

## Leeya Jackson



*Inclusive and equitable economic development is something that is very near and dear to my heart. For this project, it was important to showcase the diversity of the Ramsey County community in a hopeful yet realistic way. I loved being able to depict BIPOC folks and other intersecting identities in the diverse roles that truly make the community what it is.*

### Connect

Illustration: [www.leeyamakesnoise.com](http://www.leeyamakesnoise.com)

Design: [www.noisemakerdesign.com](http://www.noisemakerdesign.com)

# Foster Economic Competitiveness, Innovation & Transformation

The county mirrors the region's economy and has a very similar mix of goods-producing and service-providing activity among private businesses, indicating economic sustainability. Technology, healthcare, manufacturing, and construction are growing industries within Ramsey County. Major employers such as 3M, Medtronic, Boston Scientific, Land O'Lakes, Ecolab, Securian Financial, and others have made the county their home, strengthening the business ecosystem and creating jobs for residents. The county's tech capacity is energetically growing, which is also adding new jobs and diversifying the economy. However, the most growth is seen in small firms. To address the economic impacts of COVID-19, Ramsey County must work alongside cities and local and regional partners to ensure adequate resources exist to grow and retain new and existing businesses.

Despite this growth, Black, Latinx, Asian, and Indigenous businesses lack equitable investment. To realize the growth potential of business starts, Ramsey County must support the establishment and security of Black, Latinx, Asian, and Indigenous businesses.

***“I would like to see government-level interventions to guarantee jobs [for our community members].”***

- Resident Participant



Stakeholders across Ramsey County express a need to support entrepreneurs and small businesses, especially those in Black, Latinx, Asian, and Indigenous communities. They recognize that large companies in the region are important and have been growing and would like to see the same support given to entrepreneurs and small businesses. There is broad support for investing in niche markets, including home-based businesses that are being created by residents during the COVID-19 pandemic.

Support is also needed for the preservation of affordable commercial space, as well as connecting residents and entrepreneurs to educational resources such as technical assistance and local community colleges. Companies with local hiring preferences are an important part of this ecosystem.



# Ramsey County's Small Business Opportunity

## Current Condition

- County experiencing steady and slow industry growth at 8.3% (including manufacturing, and finance and insurance industries), with much growth driven by smaller firms.
- There is a growing cluster of niche innovation industries regionally, that Ramsey County is well positioned to grow within its county limits.
- Low business starts and lending compared to region and nation.
- Strength in women-owned firms.
- Black, Latinx, Asian, and Indigenous owned businesses are growing: Black, Latinx, Asian, and Indigenous owned businesses grew at 3.5 times the rate of all Minnesota companies in 2014-2015. However, growth in Ramsey County lags other geographies.

## Estimated Need

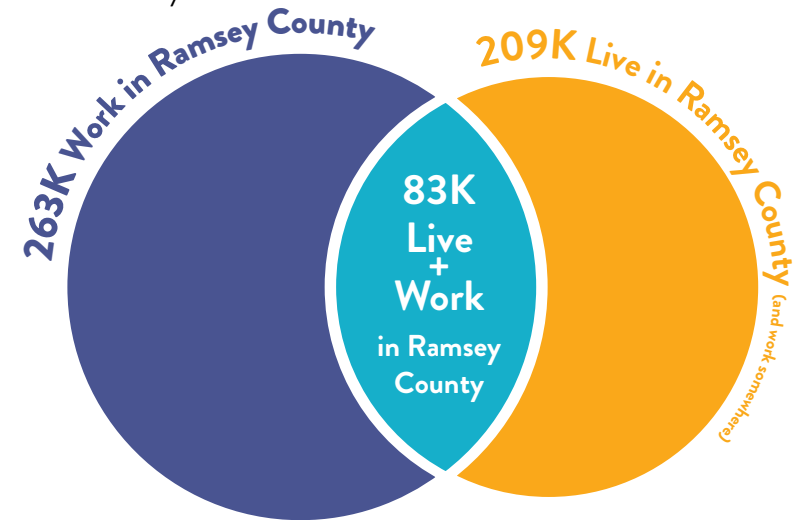
- If Ramsey County had the same rate of new businesses as the U.S. and seeded each with \$5,000, it would cost about \$6.2M per year, or \$18.5M at \$15,000 each.
- Expand Open to Business Program to accelerate entrepreneurship for immigrant populations.
- Ramsey County needs 500 more Minority-owned Business Enterprises (MBE) to match the U.S. ownership rate. If Ramsey County seeded each of those businesses with \$5,000 it would cost about \$2.5M per year, or \$7.5M at \$15,000 each.
- There were 12,815 continued unemployment insurance claims in October 2020 (including COVID-19 related job losses), which is 3x the number for January 2020.



## Target

- If Ramsey County had the same level of loans per capita as Hennepin County, it would have +\$179M more in business financing than currently estimated for 2020.

## Live-Work Analysis



Most people who work in Ramsey County live somewhere else, and most employees who live in Ramsey County work somewhere else. The “live-work” population represents only 17.6% of the total resident and employee workforce.

## Ramsey County’s Workforce Opportunity

### Current Condition

- County experiencing steady and slow industry growth at 8.3% (including manufacturing, and finance and insurance industries), with much growth driven by smaller firms – compared with 16.1% growth rate for the U.S. overall.
- There is a growing cluster of niche innovation industries regionally, that Ramsey County is well positioned to grow within its county limits.
- Low business starts and lending compared to region and nation.

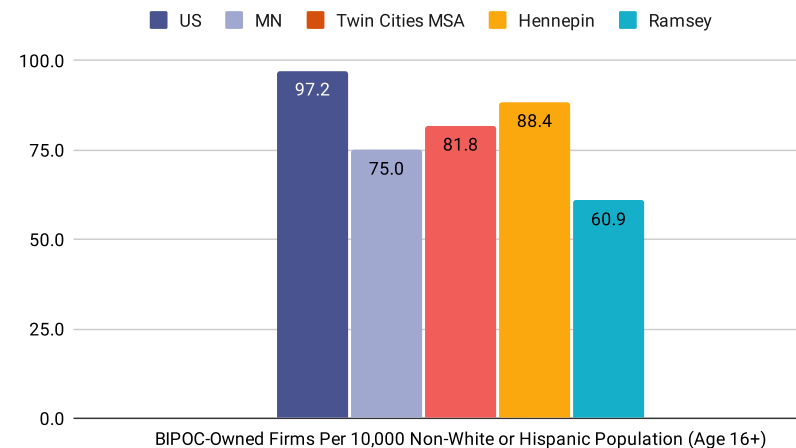
### Estimated Need

- Ramsey County has a lower percentage of Black and Asian residents with a Bachelor’s degree compared to Minnesota and the United States. 20% of Black and 30% of Asian residents in the county have a Bachelor’s degree or higher. Nearly 50% of white, non-Hispanic Ramsey County residents have a Bachelor’s degree or higher.
- 36% of workers in Ramsey County are being paid less than a living wage.
- A majority of Black residents are in jobs that pay less than a living wage (62%); nearly one in four Black workers in Ramsey County are in jobs that pay below living wage and are in an industry that is declining.

### Target

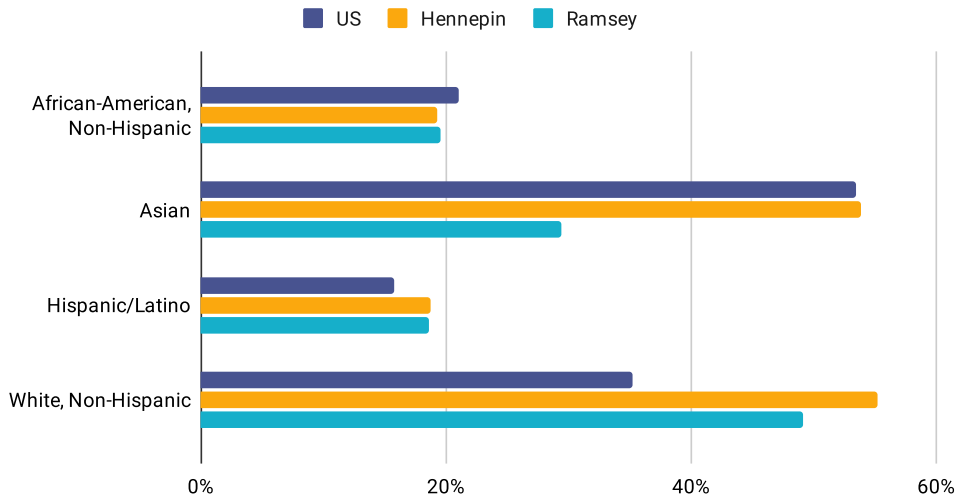
- Closing the wage gap would add \$2.3B annual earnings for Ramsey County residents, specifically Black, Latinx, Asian, and Indigenous residents.
- Closing the education gap between white and Black, Latinx, Asian, and Indigenous county residents would mean an additional 21,518 workers with a BA+, earning an additional \$124,475,884 per year.

## Black, Latinx, Asian, and Indigenous Owned Firms



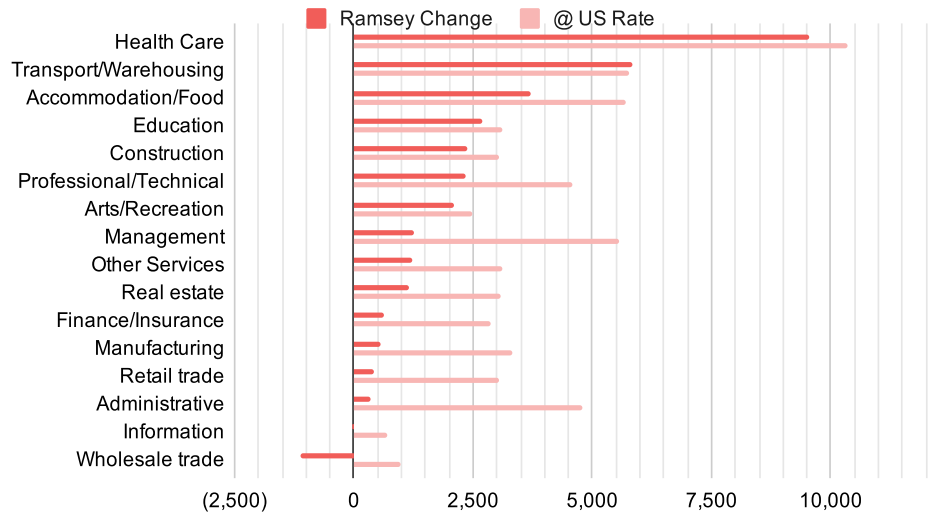
Black, Latinx, Asian, and Indigenous business ownership is significantly lagging in Ramsey County.

# Education Attainment



Despite a strong education sector, Ramsey County has a lower percentage of Black and Asian residents with Bachelor's degrees versus the U.S.

# Ramsey County Employment



Since 2010, industry growth in Ramsey County lags the U.S. The U.S. had an overall employment growth rate of 16.1% across all industries from 2010 to 2018. In that same time period, Ramsey County had an 8.3% employment growth rate. In every industry except for Transportation and Warehousing, the growth rate in Ramsey County lagged the U.S. growth rate.



# Recommended Strategies and Actions

# A More Economically Competitive Community

To meet the defined needs and advance opportunities for Ramsey County businesses and residents, these four strategies are prioritized.

## Strategy 5

Sustain and accelerate workforce recovery programs

## Strategy 6

Develop pathways to entrepreneurship and Black, Latinx, Asian, and Indigenous business ownership

## Strategy 7

Attract and grow high-wage industry and innovation: technology, advanced manufacturing, and life sciences

## Strategy 8


Strengthen business retention and expansion infrastructure to support communities





## Strategy 5


# Sustain and accelerate workforce recovery programs


### Recommended Actions


**2022**  Incentivize hiring by zip code by establishing a committee and/or working group to create an inclusive hiring recognition and certification program for employers. Focus on communities most in need; hold employers accountable for racial inclusion.


**2022**  Work in partnership with the Workforce Innovation Board to evaluate the impacts of workforce-related CARES Act investments – the organizations and programs it funds, the impact of their efforts, and what services should be continued – and develop an understanding of how these high-impact programs can be funded.


**2022**  Diversify additional non-federal grant funding to the Workforce Solutions Department to fund and partner with community-based organizations. Leverage existing organizations that offer industry training and workshops in communities, particularly suburban Ramsey County.


**2022**  Convene industry sectors to address industry/workforce alignment as COVID-19 reshapes occupational and worker demand. This could include additional capacity for “workforce navigators” to connect small businesses that have been impacted to available workforce resources.


**2022**  Assist Workforce Solutions with elevating and supporting more partnerships with workforce training providers to address targeted, vulnerable populations, including previously incarcerated adults and Black, Latinx, Asian, and Indigenous youth. Establish and deepen community engagement, outreach, and recruitment strategies – including supporting wrap-around service models.

**2022**  Partner with community-based organizations to prepare and equip employers in growth sectors to mitigate and dismantle racism, and pilot new models for inclusive and equitable hiring, retention and advancement specifically to close wage gaps.

**2022**  Proactively foster racial inclusion, equity, and belonging in every department of Ramsey County; Assertively hire, retain, and promote Black, Indigenous, Asian, and Latinx employees in each department and rank in pursuit of a workforce that mirrors the county’s population.

**2023**  Leverage relationships with Workforce Solutions to convene educational institutions and manufacturers that can work together to create new, customized, culturally appropriate training to support skill development for Black, Latinx, Asian, and Indigenous residents (e.g. in construction trades, as mechanic installers, or for other projected high-wage job openings). Work to increase competitiveness for grant funding via DEED.

**2023**  Partner with Workforce Solutions to engage and recruit more companies to participate in “earn and learn” programming.

**2024**  Partner with a private industry consortium to support the development of a mentor-mentee matching program for employees seeking advancement. Tap into employer resource groups as key partners in this work.

#### Type Key

 Investment  Policy  Program  Coordination

## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that the plan is having as a result of workforce recovery programs:

- Increase in number of employers partnering with programs that are working with Black, Indigenous, Latinx and Asian workers to get certifications, as a means for developing and sourcing diverse talent
- Increase in funding to the Workforce Solutions Department from outside sources
- Adoption of new customized and culturally appropriate training programs
- Increase in companies participating in “earn and learn” program



***“We have to make sure the types of businesses being grown are ones that [residents] can work for”***

- Resident Participant

## Strategy 6

# Develop pathways to entrepreneurship and Black, Latinx, Asian, and Indigenous business ownership

## Recommended Actions

**2022** Accelerate Black, Latinx, Asian, and Indigenous income generation through Black, Latinx, Asian, and Indigenous owned business growth and investment.



**2022** Create new opportunities for post-crisis business planning for existing Black, Latinx, Asian, and Indigenous owners.



**2022** Support the ecosystem of diverse suppliers, disaggregating data of ownership by race, and encouraging new partnerships with these suppliers and anchor institutions within the county.



**2022** Proactively foster racial inclusion, equity, and belonging in the procurement policies and practices of every department of Ramsey County. Assertively contract with and invest in Black, Latinx, Asian, and Indigenous owned businesses with a goal of contracting and investing at scale for growth in family-sustaining jobs at those businesses.



**2022** Partner with community leaders to influence and leverage private sector investments, lending practices, and spending with Black, Latinx, Asian, and Indigenous owned businesses; Engage in efforts to scale effective equitable supply chain strategies specifically aimed at increasing both spending and the net impact on increased family-sustaining jobs at Black, Latinx, Asian, and Indigenous owned businesses.



**2022** Influence and coordinate strategies with commercial lenders to respond to historic underinvestment in Black owned businesses. Develop joint investment pools to accelerate regional economic growth.



**2023** Partner to develop tools for business owners to proactively acquire ownership of their real estate assets to grow wealth. Work alongside community based organizations and development funds to inventory and drive equitable building ownership.



**2024** Explore a pilot program to create entrepreneurial startup spaces in suburban Ramsey County. Work alongside communities to identify spaces and feasibility.



Type Key

Investment Policy Program Coordination



## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that the plan is having as a result of supporting Black, Latinx, Asian, and Indigenous business ownership:

- Reduction in the Black, Latinx, Asian, and Indigenous business ownership gap
- Increase in investment to Black, Latinx, Asian, and Indigenous businesses
- Increase in family-sustaining jobs at Ramsey County businesses owned by Black, Latinx, Asian, and Indigenous people



## Strategy 7

# Attract and grow high-wage industry and innovation: technology, advanced manufacturing, and life sciences

## Recommended Actions

- 2022** Expand business support network to advance entrepreneurial activity and offerings for growing immigrant communities.
- 2022** Use the Ramsey County Means Business website to encourage and attract niche manufacturing industries that are reliant on county rail and river infrastructure assets.
- 2023** Use the Ramsey County Means Business website to focus attraction efforts on small-scale medical device companies.
- 2024** Map the ecosystem of business technical assistance, space, and capital in the county for startups in biotech and advanced manufacturing industries.



## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that the plan is having as a result of efforts to support business attraction and growth:

- Increase in share of entrepreneurial businesses and specifically those in targeted sectors
- Increased number of advanced manufacturing companies operating in the county
- Increased number of employment opportunities in high-wage industries

### Type Key

 Investment  Policy  Program  Coordination

## Strategy 8

# Strengthen business retention and expansion infrastructure to support communities

## Recommended Actions

- 2022**  Expand network of business advisors to serve targeted geographies and populations, providing businesses with culturally-specific technical assistance and potential access to BR&E financial resources.
- 2022**  Enhance the Ramsey County Means Business website's central clearinghouse to identify and market shovel/development-ready sites, and to share resources for redevelopment.
- 2022**  Encourage community participation in MN DEED's Shovel Ready Site Certification program. Explore piloting a pre-development fund to help communities meet eligibility criteria.
- 2023**  Invest in and advocate for small business organizations and ethnic and place-based CDFIs to ensure ample capital lending, infrastructure, and resource availability.
- 2023**  Leverage Chamber of Commerce organizations throughout the county and provide resources to support tenant retention, Black, Latinx, Asian, and Indigenous owner issues, deal structuring, and inclusive workforce strategies.
- 2023**  Establish a county-wide strategic investment fund in support of business growth and expansion. This fund can be targeted to smaller businesses operating in priority corridors, Black, Latinx, Asian, and Indigenous business ownership, and businesses that are creating above-living-wage employment opportunities.

## Measures of Success

The ECI plan seeks to transform Ramsey County and the following metrics will demonstrate the impacts that the plan is having on business retention and expansion:

- Increased number of business advisors and an increase in number of companies served
- Increased number of shovel-ready sites being marketed in the county
- Increased investment in businesses, especially Black, Latinx, Asian, and Indigenous owned businesses, operating in key transit and commercial corridors



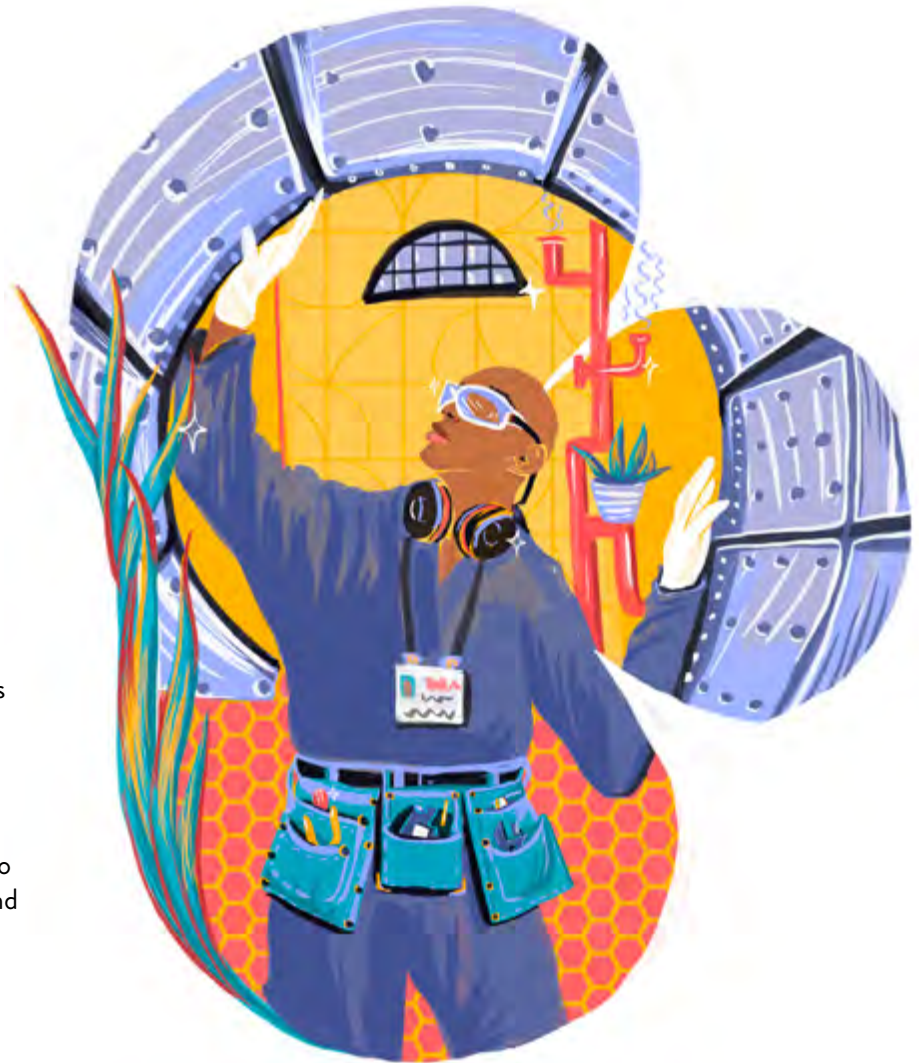
Type Key

 Investment  Policy  Program  Coordination

## Conclusion

These eight strategies and corresponding actions outline how Ramsey County can seize the opportunity to create a more inclusive and equitable community. The results can pay dividends in the short term and for generations to come. If successful, Ramsey County can become a community recognized for its commitment to tackling economic disparities, with actions and not just with words. Moving forward, Ramsey County can leverage its core strengths and embrace a new social landscape to effectively enhance the quality of life for those who live, learn and earn in the community.

This Economic Competitiveness and Inclusion plan was born of the contributions of residents, leaders, and advisors in the community. The collaboration exhibited bodes well for the future, as an even greater demonstration of collaborative problem solving will be required to successfully pursue new opportunities. **The past year has brought much uncertainty, but it has also given people the resolve that returning to the status quo of early 2020 is not acceptable.** As this plan is being released to the community, we recognize much is still unknown about the full impacts the pandemic has had on Ramsey County's most vulnerable businesses and residents. Ramsey County is committed to continuing to identify issues and deliver a coordinated response to eliminate them.



***“I would like us to become a model county for new enterprises, and we have the infrastructure needed to scale these enterprises to make lasting, regional impact.”***

- Resident Participant

# Acknowledgements

## Ramsey County Economic Competitiveness and Inclusion Plan Steering Committee

Ramsey County wishes to thank the hundreds of community organizations, residents, and businesses who contributed perspectives and priorities for this plan. In particular, we wish to recognize the following group of community leaders for investing their time and energy in guiding us during the plan's development.

### Center for Economic Inclusion

Tawanna Black, Founder & CEO

### City of Roseville

Pat Trudgeon, City Manager

### City of White Bear Lake

Anne Kane, Director of Community Development

### Federal Reserve Bank of Minneapolis

Libby Starling, Community Development Manager

### Fresh Energy

Sarah Clark, Deputy Executive Director

### Greater MSP

Amanda Taylor, Director of Research

### McGough Construction & Ramsey County Workforce Investment Board

Karin McCabe, Outreach Director

### Midway Chamber of Commerce & Ramsey County Workforce Investment Board

Chad Kulas, Executive Director

### Metropolitan Consortium of Community Developers

Elena Gaarder, CEO

### St Paul Area Chamber of Commerce

Channon Lemon, Vice President

### St Paul & Minnesota Foundation

Stephanie Battle, Director of Community Impact

### St Paul Planning & Economic Development

Kayla Schuchman, Housing Director

### St Paul Planning & Economic Development

Kristin Guild, Deputy Director, Planning & Economic Development

### St Paul Port Authority

Tonya Bauer, Director of Strategic Development

### St Paul Downtown Alliance

Joe Spencer, President

### The Alliance

Joo Hee Pomplum, Executive Director

### Xcel Energy

Elisa Rasmussen, Manager, Community Relations & Foundation

Report designed by





# ANOKA COUNTY

## NEWS

Volume 1-2021



2021

### New Year, New Opportunities

**Hwy. 10 Projects**  
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**Traffic Shift**  
Pg. 7

**Resolving Congestion**  
Pg.8

**The COVID-19 Response: Pgs. 2-3**

**2020 County COVID-19 Stats: Pg. 4**

**Vaccine Information: Pg. 5**

# Public Health Emergency Preparedness and the COVID-19 Response

The Anoka County Public Health and Environmental Services department serves as the local authority on public health issues in the community. Public Health and Environmental Services (PHES) protects the health of Anoka County residents through a wide range of services, programs, and community partnerships.

Within PHES, the Disease Prevention and Control / Public Health Emergency Preparedness (DPC/PHEP) unit monitors infectious diseases and supports community partners and Anoka County staff to be prepared for public health emergencies. With guidance from PHES leadership, staff from the DPC/PHEP unit lead Anoka County's COVID-19 response. These experienced professionals ensure partners are supported in community efforts to address COVID-19, and that residents have what they need to stay as safe as possible during this challenging time.

**Disease Prevention and Control (DPC)** regularly protects community health through surveillance, prevention, and control of communicable (contagious) diseases, and provides immunization services for residents without other access to necessary vaccinations. Regular immunization clinics administered by DPC fulfill a local public health responsibility to ensure basic health services are offered to all community members. In 2019 (the most recent data available), DPC offered 43 immunization clinics in the community and administered 1,230 immunizations. During the Hepatitis A outbreak that occurred in 2019 across the metro region and the state, Anoka County DPC Public Health nurses administered 409 immunizations to protect high-risk individuals against this disease. DPC also regularly investigates many common diseases, such as sexually transmitted infections, tuberculosis, and pertussis (whooping cough). In addition to many other services, DPC also helps refugees arriving in Anoka County complete a health exam and screening to aid resettlement and protect the health of the population.

**Public Health Emergency Preparedness (PHEP)** plans for potential threats to public health and coordinates with community partners to respond to such threats. Emergencies may occur at any time, so local public health departments in Minnesota are required to prepare for, and respond to, events such as natural disasters, man-made threats, or new diseases like COVID-19. PHEP serves the community through all stages of the "Emergency Preparedness and Response Cycle" (see right), including preventing and preparing for emergencies, responding to emergencies, and assisting the Anoka County community as it recovers from emergencies.

PHEP coordinates emergency preparedness training and other preparedness activities in partnership with local community partners and state / federal agencies. All PHES staff are required to undergo emergency preparedness training, which may include emergency exercises and drills. Many PHES staff complete advanced training based on their role in (cont.)



*The Emergency Preparedness and Response Cycle, with four stages: prevent, prepare, respond, and recover.*

## Disease Prevention AND CONTROL

-  **Thoroughly investigates disease outbreaks**
-  **Helps residents control the spread of disease**
-  **Prevents disease through vaccinations and partnerships**





emergency preparedness and response. Working closely with Anoka County Emergency Management, local healthcare providers, behavioral health, law enforcement, and other partners, the PHEP team ensures Anoka County is prepared to respond to emergencies that threaten the public's health.

PHEP also coordinates Medical Reserve Corps (MRC) volunteers, which comprise medical, public health, and behavioral health professionals who are available to assist in a public health emergency response. In 2019, PHEP had coordinated 160 MRC volunteers.

Public Health assumes a significant role in emergencies that require the distribution of medications or immunizations to the general public, and DPC/PHEP maintain plans for the mass dispensing of medicines to the community, in addition to sharing information and providing resources to help address the emergency. The ability to respond effectively to such emergencies depends on strong coordination and communication with partners and the resiliency of the community.

The success of the Anoka COVID-19 response is made possible by the expertise and diligent efforts of the DPC/PHEP Team. Since Anoka County's first COVID-19 case was identified in March 2020, the DPC/PHEP Team, along with many other PHES and Anoka County staff, have devoted much of their time to addressing the challenges of the COVID-19 pandemic. Through the activation of the Incident Command System (the standard emergency response framework) and coordination with key partners, the Anoka COVID-19 response continues to successfully serve the community through a variety of initiatives. In the early stages of the response, PHES activated a **Call Center Team** to respond to calls and questions received from the community related to COVID-19. PHES also added information to the county's website, created an online data dashboard, and coordinated with the Anoka County Communications department to ensure Anoka County residents are informed about the situation. In 2020, the Call Center responded to 600 calls.

Emergencies often come with a high amount of stress. Leadership activated a **Disaster Behavioral Health Team** early in the response to provide immediate crisis intervention services for community members experiencing mental health concerns as a result of COVID-19 and related circumstances. Services include offering resources and referrals to partnering agencies. In 2020, the Disaster Behavioral Health Team responded to 33 individuals in need of these services. In addition to supporting individuals in the community, the team works on site at many testing and vaccine clinics to provide support as individuals are tested or vaccinated.

Providing essential services to community members in isolation / quarantine who do not have access to basic needs is an important responsibility of local public health

agencies in Minnesota. The **Essential Services Team** responds to requests made through the Minnesota Department of Health regarding individuals who need to stay home due to a confirmed COVID-19 test or being in close contact with someone who has COVID-19. Members of this team ensure individuals and certain community partners have what they need to safely and successfully navigate their required isolation or quarantine by providing supplies, transportation, or other guidance and resources. In 2020, the Essential Services Team responded to 596 requests from community members needing assistance.

One of the most basic needs is stable housing. The **Facilities Management – Shelter Team** works with community members who do not have a reliable place to stay for their isolation / quarantine. Through local housing partnerships, this team was able to successfully coordinate shelter for 29 individuals in 2020.

The **Facilities Management – Businesses Team** provides guidance and infection control information for businesses with a cluster of employees who test positive for COVID-19. Examples include retail, restaurant, manufacturing, or other local businesses. In 2020, this team served 202 businesses with guidance and resources related to COVID-19.

Like the Business Team, the **Facility Management – Congregate Team** provides guidance and infection control information for congregate living settings such as assisted living facilities, group homes, and correctional facilities. Through coordination and communication between various partners, this team addresses COVID-19 concerns as they arise in these settings, which are often vulnerable to rapid spreading of communicable diseases. In 2020, the team provided 118 consultations for congregate living settings.

The **Field Unit Team** conducts some limited COVID-19 testing in special environments and assists with health screenings at testing events and special situations. In 2020, the Field Unit Team performed 190 testing deployments or other actions in support of the COVID-19 response.

Many other teams and professionals support the COVID-19 response, including logistics / supply, planning, finance / procurement, public information officers, a safety officer, a liaison officer, information technology support, and others. PHES staff often fill multiple roles in the response, dedicating a large portion of time to complete their response duties in addition to regular work outside of the COVID-19 Response.

Article continues on page 4.





Response leadership recently added a **Vaccination/Distribution Team** to guide community vaccination efforts. As vaccines become available, this team works diligently to ensure that immunizations are given to priority groups. Eventually, all community members will have access to the COVID-19 vaccine, if desired. Because of the high amount of vaccine to distribute, and the limited capacity of response staff, response leadership contracted with Bluestone Physician Services and partnered with Goodrich Pharmacy to help administer vaccines in the community.

"Anoka County's response to COVID-19 has been comprehensive and has involved multiple county departments and community partners," said Scott Schulte, chair, Anoka County Board of Commissioners. "This devastating disease has profoundly impacted our community, but we continue to support and enact public health initiatives to mitigate its spread."

Although the arrival of COVID-19 vaccines represents hope for the future, it is important for all community members to continue following public health guidance to limit the spread of this serious disease. Anoka County PHES urges all community members to maintain social distancing of at least six feet, wash hands regularly, stay home when sick, wear masks when out of the home, and to get tested and stay home if you think you've been exposed to someone with COVID-19. Minnesota offers many free testing opportunities for anyone who wants a test, including continuous testing facilities and mailed saliva test kits. (more information can be found on the Minnesota Department of Health – Testing website: <https://www.health.state.mn.us/diseases/coronavirus/testsites/index.html>). Getting tested helps public health officials know the severity of COVID-19 in a local area, which helps reduce the spread through informed planning.

Below are summary statistics for Anoka County COVID-19 cases in 2020.

## Summary of Anoka County COVID-19 Cases in 2020



Total COVID-19 cases in Anoka County in 2020: 28,719



Number of Anoka County residents hospitalized due to COVID-19 in 2020: 1,551



Total confirmed deaths among Anoka County residents due to COVID-19 in 2020: 340

For more information about COVID-19 statistics, please visit the Anoka County COVID-19 Statistics Dashboard by visiting the Anoka County PHES website (<https://www.anokacounty.us/522/Public-Health-and-Environmental-Services>) and clicking on the "Anoka County COVID-19 Statistics Dashboard" link.

## COVID-19 Vaccine Update

### About the COVID-19 Vaccines

The first COVID-19 vaccines were authorized by the federal Food and Drug Administration (FDA) under an Emergency Use Authorization (EUA), which means the product is safe and very likely to be effective at preventing COVID-19, but hasn't yet gone through the entire process of FDA licensure, and no other remedy is available. Although the FDA authorized the first vaccines under the special circumstances of an EUA, every vaccine goes through formal clinical trials to ensure their safety and effectiveness. Receiving a vaccine is optional, though all who are eligible to be vaccinated are strongly encouraged to do so. Getting the COVID-19 vaccine will help protect you and your family, co-workers, residents, patients, and the whole community.

Since there are not enough vaccine doses for everyone who may want one at this time, the COVID-19 vaccination process will take a phased approach in getting the vaccines to those who need them. Limited vaccine doses are prioritized for impact, meaning vaccines are currently offered to those at greatest risk for getting COVID-19 and experiencing severe disease and complications if they get COVID-19. Ethics committees thoughtfully considered priority groups for receiving the vaccine and determined that vaccination efforts will start with healthcare providers unable to work remotely and individuals living in long term care facilities. Moving to the next phase will depend on vaccine supply and how many people are getting vaccinated, so the timeline of when vaccines will become widely available is uncertain. Vaccines will be offered at no cost, even if the recipient doesn't have insurance.

The State of Minnesota has developed a Vaccine Connector tool, which helps Minnesotans find out when, where, and how to get a COVID-19 vaccine. More information on this tool can be found at <https://mn.gov/covid19/vaccine/connector/>.

If you decide to receive the vaccine, you may require two shots given several weeks apart. You will be informed about the benefits and risks of the COVID-19 vaccine, and you have the right to accept or refuse the vaccine based on the information you receive. Side effects from the vaccine are typical of a normal immune response to any vaccine, including fever, headaches, and muscle aches.

To date, there is not enough vaccine trial information to confirm the safety and effectiveness of COVID-19 vaccine in pregnant and breastfeeding women. It is currently recommended that these individuals discuss the risks and benefits of the COVID-19 vaccine with their health care provider prior to receiving it.

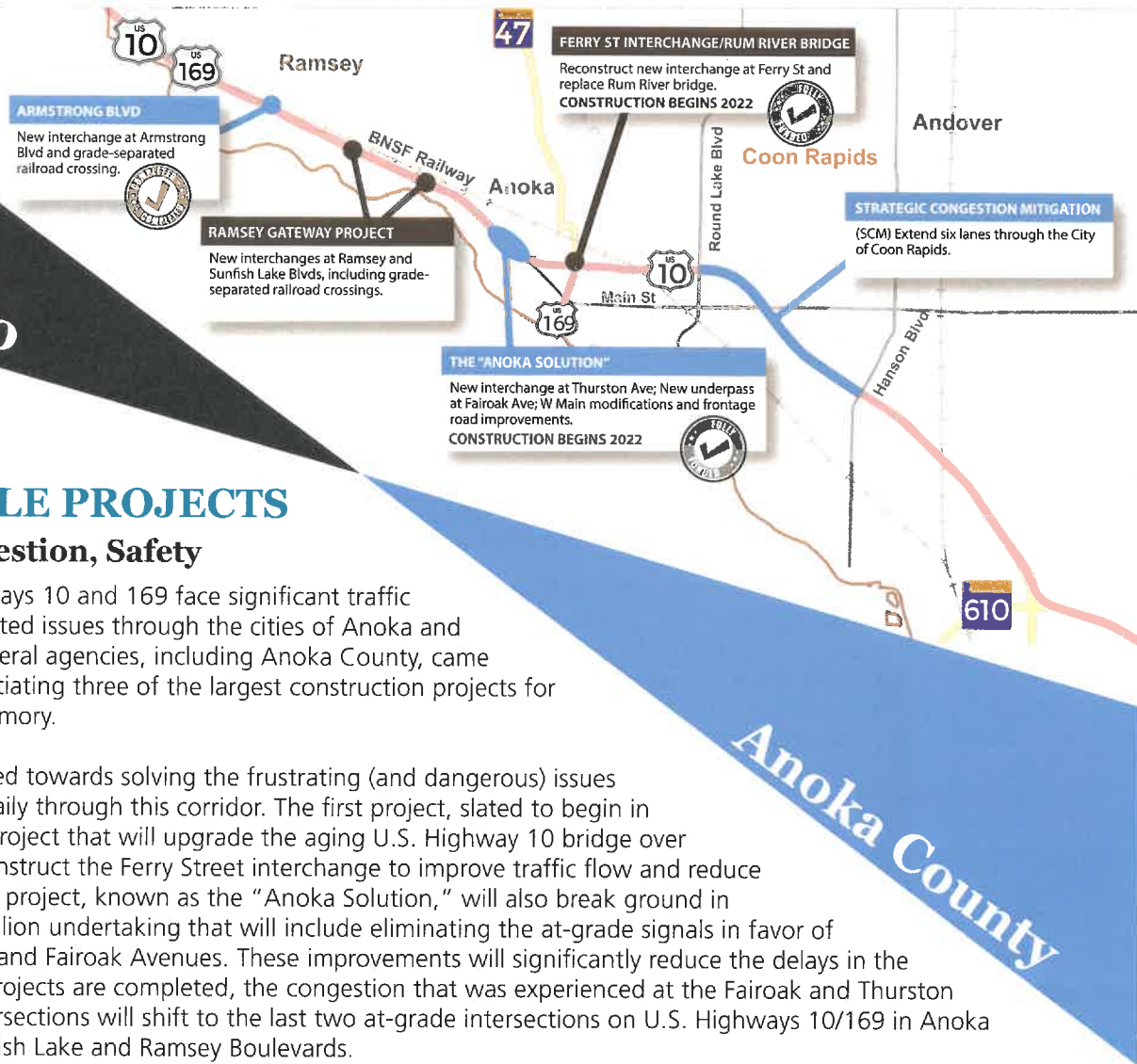
Recently, public health officials have discovered new variants of the coronavirus, which are slight mutations of the original coronavirus discovered in late 2019. The new variants appear to spread more quickly than the original virus. However, there is currently no evidence to suggest that the new variants cause more severe illness or increased risk of death. Researchers believe that the currently available COVID-19 vaccines will protect recipients from new variants of the coronavirus. Although large scale vaccine distribution is on the horizon, it is still very important to continue following public health recommendations such as physical distancing, using face masks, practicing good hand hygiene, and isolating when sick or exposed to limit the spread of the virus and protect public health.

"As the vaccine rollout continues to progress, Anoka County is working to ensure those who are eligible for the vaccines can get them when supplies are in place," said District 5 Anoka County Commissioner Mike Gamache. "These vaccines, along with adhering to public health guidance, will go a long way in helping us overcome COVID-19."



The information provided here is up to date as of the writing of this Newsletter, though information changes quickly. The Anoka County website (<https://www.anokacounty.us/>) will have updated information about COVID-19 vaccine as it becomes available. More information about COVID-19 vaccine can be found at [mn.gov/vaccine](https://mn.gov/vaccine) or by calling 612-426-7230 (or toll free, 1-833-431-2053).

# Highway 10



## LARGE-SCALE PROJECTS

### to Address Congestion, Safety

Travelers on U.S. Highways 10 and 169 face significant traffic backups and safety-related issues through the cities of Anoka and Ramsey. As a result, several agencies, including Anoka County, came together and will be initiating three of the largest construction projects for the region in recent memory.

These projects are geared towards solving the frustrating (and dangerous) issues commuters deal with daily through this corridor. The first project, slated to begin in 2022, is a \$64 million project that will upgrade the aging U.S. Highway 10 bridge over the Rum River and reconstruct the Ferry Street interchange to improve traffic flow and reduce congestion. The second project, known as the "Anoka Solution," will also break ground in 2022. This is an \$85 million undertaking that will include eliminating the at-grade signals in favor of overpasses at Thurston and Fairoak Avenues. These improvements will significantly reduce the delays in the area. Once these two projects are completed, the congestion that was experienced at the Fairoak and Thurston Avenues signalized intersections will shift to the last two at-grade intersections on U.S. Highways 10/169 in Anoka County, located at Sunfish Lake and Ramsey Boulevards.

Over the past 10 to 15 years, several studies were conducted along this corridor to improve safety, mobility and reliability for all modes of travel. Most recently, in 2019, the City of Ramsey, in coordination with Anoka County, MnDOT, and the Metropolitan Council, further evaluated the findings from the 2014 U.S. Highway 10 corridor study to develop an updated vision for Ramsey and Sunfish Lake Boulevards. This vision has become known as the "Ramsey Gateway." The result of this study was a recommendation to replace the at-grade signalized intersections with grade-separated interchanges, construction of new frontage roads to provide safer access to local businesses, and bridges over the parallel BNSF railroad. These improvements, coupled with the fact that Armstrong Boulevard is already a grade-separated interchange, improve traffic safety, mobility and congestion.

In early 2020, Anoka County began to implement the recommendations from the 2019 study by once again commissioning a consultant to create a plan that includes the grade separations. As the design commenced, Anoka County scoured the various governmental agencies seeking sources to fully fund the estimated \$138 million project. The county received a significant boost in funds in June of 2020 with the award of \$40 million through the Infrastructure for Rebuilding America (INFRA) program. This money, coupled with various other grants, bonds, and funding programs, has created a bank of nearly \$84 million on hand for construction. Anoka County is confident additional sources will be found in the next few years to fully fund the project before 2024.

As Anoka County revisits the recommendations from the 2019 corridor study, engineers are finding innovative and exciting ways to refine the original concept. These design variations are resulting in efficiencies and cost savings that are going to be huge benefits to roadway users in the future. The following articles will discuss the improvements to the corridor and how they will affect users daily.

"These projects will be a massive undertaking, but Anoka County is well prepared to complete them due to forward-thinking construction plans and our county's ability to secure grant funding to cover large portions of the project costs," said District 6 Anoka County Commissioner Jeff Reinert.

# U.S. Highway 10 Traffic to Shift to Other Roads During Construction

Anoka County is preparing for a significant shift of traffic during the upcoming U.S. Highway 10 improvement projects.

Currently, the four-lane expressway carries over 60,000 vehicles per day through the area, which experiences significant delays and backups. The two multi-year projects scheduled to begin during the 2022 construction season are expected to provide a significant reduction to these delays as well as reduce the number of crashes. It is anticipated that many of the current 60,000 vehicles will seek alternate routes around the U.S. Highway 10 projects during construction.

## Temporarily Moving Traffic

It has been estimated that the peak hour traffic volumes on Bunker Lake Boulevard will temporarily double during the U.S.

Highway 10 construction. Because of this, there are a host of smaller projects in the region that will be completed in 2021 to prepare for the influx of additional traffic beginning in 2022.

It is safe to assume there will be daily backups on U.S. Highway 10 when construction begins and that traffic will migrate north to Bunker Lake Boulevard, which parallels U.S. Highway 10. There are three pavement preservation projects that connect these two thoroughfares that will be completed by the end of the 2021 construction season. These projects are intended to extend the life of the pavement and minimize maintenance operations during the U.S. Highway 10 work. Segments of road that will have been reconditioned include Highway 47, 7th Avenue and Round Lake Boulevard.

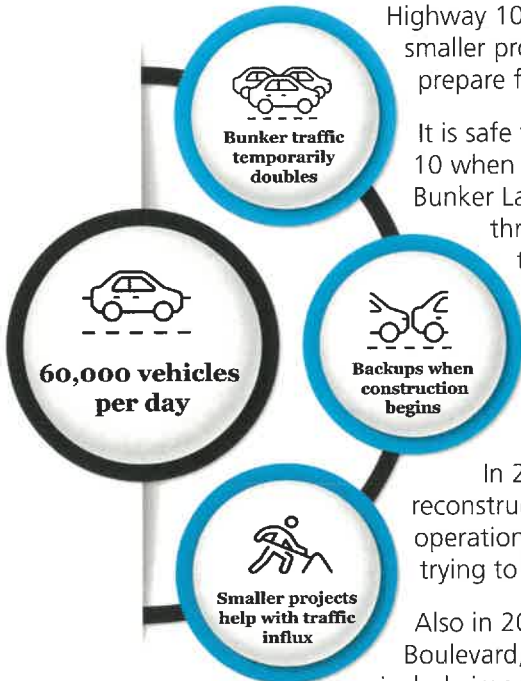
In 2021, the intersection of Bunker Lake Boulevard and Highway 47 will be reconstructed as well. This \$3.8 million improvement project will drastically improve operations and not only address current issues but help to minimize delays for traffic trying to bypass the U.S. Highway 10 work.

Also in 2021, Anoka County is leading a spot-improvements project for Bunker Lake Boulevard, between Sunfish Lake Boulevard and Ramsey Boulevard. This project will include improvements such as dedicated left turn lanes, median channelization, and a traffic signal at Bunker Lake Boulevard's intersection with Sunwood Drive. These changes

will help mitigate the anticipated traffic influx associated with the U.S. Highway 10 work. An online open house for this project will occur in the spring of 2021. As always, check the Anoka County Highway Department's website, [anokacounty.us/307/Highway-Department](http://anokacounty.us/307/Highway-Department), for more detailed project information and updates.

"In the short term, there will certainly be delays on Highway 10 and some surrounding thoroughfares, but the safety enhancements and congestion mitigation that will result because of these projects will help alleviate issues on these roadways long into the future," said District 1 Anoka County Commissioner Matt Look.

These construction projects should reduce the headache for the daily commuter over the next few years while the Anoka Solution and the Ramsey Gateway projects are underway. In the final article of this series, we will take a more detailed look at what will be built as a result of these two projects, and how the final configuration will affect the corridor.





## GRADE SEPARATION, ACCESS MANAGEMENT to resolve congestion

The U.S. Highway 10 corridor in the cities of Anoka and Ramsey will be receiving approximately \$223 million to fund two projects that will incorporate several significant improvements to the area over the next five years.

The improvements are intended to reduce congestion and crashes in the area by increasing the capacity and reducing the number of conflict points along U.S. Highways 10/169. The design uses two primary concepts to achieve this goal: grade separation and access management.

The first concept of grade separation is a simple notion that has an obvious advantage to the flow of traffic along U.S. Highway 10. Creating the ability for cross traffic to pass over the highway simply means commuters driving through the corridor will not have to stop at traffic signals. This provides the ability for U.S. Highway 10 traffic to flow more freely without delay. Not only is there a capacity advantage but the grade separation eliminates the potential for crashes by removing the existing conflict points on the highway system. Additionally, the local traffic that uses Ramsey and Sunfish Lake Boulevards will enjoy a grade separation over the railroad tracks. Obviously, this means the local traffic will no longer have to wait for the seemingly endless line of rail traffic and instead can simply pass over it. There is a similar safety benefit from separating road traffic from rail traffic as well.

The second concept of access management relates to

the numerous businesses in this area of the county.

Currently, most businesses have direct access to U.S. Highway 10, which leads to lots of vehicles entering and exiting randomly through the corridor. These vehicles tend to decelerate and accelerate in the through lanes, which leads to congestion and significant safety concerns.

An analogy to describe the situation compares the corridor to a garden hose, and the traffic to the water flowing through the hose. If your goal is to get as much water through the hose as possible, you would not want the hose to be full of holes. Reducing the access to U.S. Highway 10 can be equated to plugging the holes in a garden hose to maximize the flow.

Of course, businesses still need to be provided access, and this is achieved with the creation of what are called frontage roads. These frontage roads provide the ability for vehicles to access all the local businesses while not affecting the traffic flow within the U.S. Highway 10 corridor. Thinking back to the garden hose analogy, it would be the equivalent of adding a second hose to carry water alongside the main hose, which is more efficient than trying to water everything with one big hose full of holes.

Together, the two concepts of grade separation and access management work to resolve the congestion and crash issues that we experience today throughout the corridor.

## Two Anoka County Departments win AMC Awards

Anoka County received two Association of Minnesota Counties Awards during AMC's annual conference Dec. 7, 2020, which was held virtually due to COVID-19.



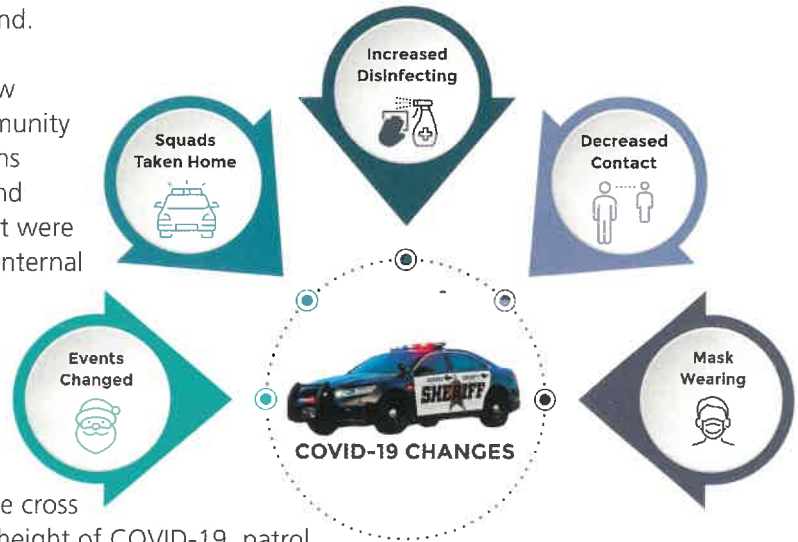
The County Achievement Award was presented to Anoka County for its "Absentee Ballot: Behind the Scenes" video. This video, made available on the county website before the primary election, gave an in-depth look at the absentee ballot process. The AMC-County Conservation Award was presented to Anoka County for the Rum River Restoration Initiative. This project, which utilized various state and local grant dollars, focused on riverbank stabilization, water quality enhancements and fish and wildlife habitat improvements along 26 miles of the Rum River in Anoka County.

"We're proud to be recognized by AMC for both of these initiatives," said District 2 Anoka County Commissioner Julie Braastad. "Informing voters about the absentee ballot process, especially during this past election cycle when absentee ballots were issued and accepted at record levels, was immensely important. Our county's dedication to preserving and enhancing the Rum River is steadfast, and we're honored to be acknowledged for our work on this front, as well."

# Sheriff's Office Embraces Flexibility to Stay Safe Amid COVID-19

As the Anoka County Sheriff's Office reflects on all the impacts the COVID-19 pandemic, planning and creative solutions come to mind.

COVID-19 required everyone in the office to create new operational plans to keep staff, inmates, and the community safe while continuing to meet service standards. Actions such as wearing masks, increasing sanitizing efforts, and adjusting office practices to minimize in-person contact were quickly implemented with great success in preventing internal outbreaks of the virus.



Previously, public safety usually required face-to-face contact. However, throughout the past year staff had to figure out the appropriate balance in operations to continue keeping the community safe, without inadvertently spreading COVID-19. To minimize cross

contamination due to sharing workspaces, during the height of COVID-19, patrol deputies were allowed to take home squad cars during their rotations on duty. Some proactive enforcement was limited to decrease non-essential contact with the public, and when possible, calls for service were handled via telephone.

Detectives, victims, witnesses, and suspects were always wearing masks when conducting interviews on scene or in the office. When detectives were called to a death where COVID-19 may have been a factor, greater discretion was used in determining the level of response, while still ensuring a thorough investigation was completed. Evidence intake procedures were altered by asking all agencies to schedule appointments to drop off evidence to aid in social distancing. Evidence receipts were emailed to reduce the contact between customers and staff, and the intake counters were always disinfected between uses.

The jail purchased a UVC Disinfection System that can inactivate viruses, bacteria, and fungi in a room, allowing for faster and more effective cleaning of cells and communal spaces in the jail. In addition, the Anoka County Jail and Courthouse staff worked to upgrade systems that would allow for video court appearances between the two buildings. With evictions being drastically slowed and transports of inmates between facilities reduced, civil and transport deputies have been assisting in other parts of the office that have needed assistance during the pandemic.

Unfortunately, a drastic decrease in community engagement events occurred due to safety precautions. However, the Anoka County Sheriff's Office was still able to spread some holiday cheer by hosting a Drive Thru Santa Express event that allowed children to safely engage with Santa, Mrs. Claus, and the Grinch! This event also collected over 4,000 pounds of food for a local food shelf and a trailer full of toys for Toys for Joy.

## Anoka County Offering Health-Focused Grant Opportunities

Anoka County Public Health is offering an opportunity for neighborhoods and community organizations to submit project proposals for Statewide Health Improvement Partnership (SHIP) funding.

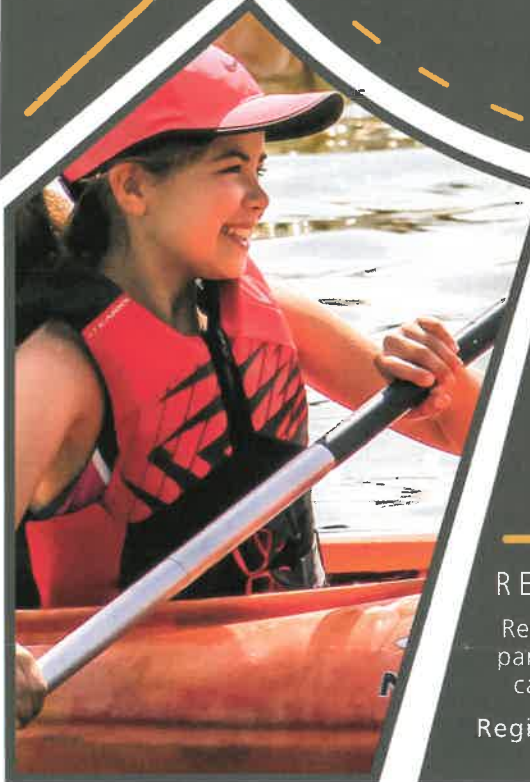
The funding, which will be awarded in the form of "mini grants" of up to \$3,000 per project proposal, is to increase sustainable opportunities for social connectedness through healthy eating, physical activity, mental well-being and reducing commercial tobacco use in communities. Examples of the types of projects this funding could be used for include starting a community garden, organizing a bike share program, or offering tobacco-free/vaping-free resources and support.

Entities applying for these grants do not need to be registered organizations, but they should be consistent, sustainable groups within a neighborhood or community.



Applications, which will be accepted until March 31, and more information on the grants, can be found at [Anokacounty.us/mini-grant](http://Anokacounty.us/mini-grant). Those who receive the funding will be notified April 14; the project funding period is May 1 to Oct. 31. Further questions about the grants can be directed to [SHIP@co.anoka.mn.us](mailto:SHIP@co.anoka.mn.us) or 763-324-4344.

# SUMMER DAY CAMPS 2021



**IN-PERSON AND  
VIRTUAL DAY  
CAMPS AVAILABLE**  
Registration Opens March 15

Camp topics for ages preschool through grade 8 include: Survival Adventures, Insect Investigations, Wilderness Living Skills, and more!

## REGISTER EARLY AND **SAVE**

Register by May 7, 2021 and save \$5 per participant on preschool and grandparent camps and \$10 on school-aged camps.

Register online at [anokacountyparks.com](http://anokacountyparks.com) or call 763-324-3350



**APRIL 19-24**  
VIRTUAL & IN-PERSON  
AT WARGO NATURE CENTER

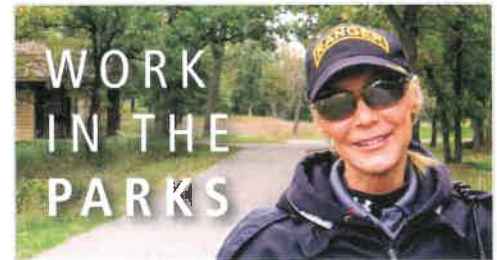
Join Wargo Nature Center in celebrating the Earth all week long! Earth activities are happening all week and pre-registration may be required. Call 763-324-3350 for more information.

## KIDS FISHING CLINIC

**MAY 1**  
COON RAPIDS DAM  
REGIONAL PARK,  
9 AM - 12 PM

Bring the family and learn how to fish, be safe near the water, cast, and identify fish. All equipment is provided. Pre-registration required.

FREE  
EVENT



## WORK IN THE PARKS

### NOW HIRING

PARK MAINTENANCE  
NATURAL RESOURCES  
PARK SERVICES  
CHOMONIX GOLF COURSE  
BUNKER BEACH WATER PARK  
WARGO NATURE CENTER

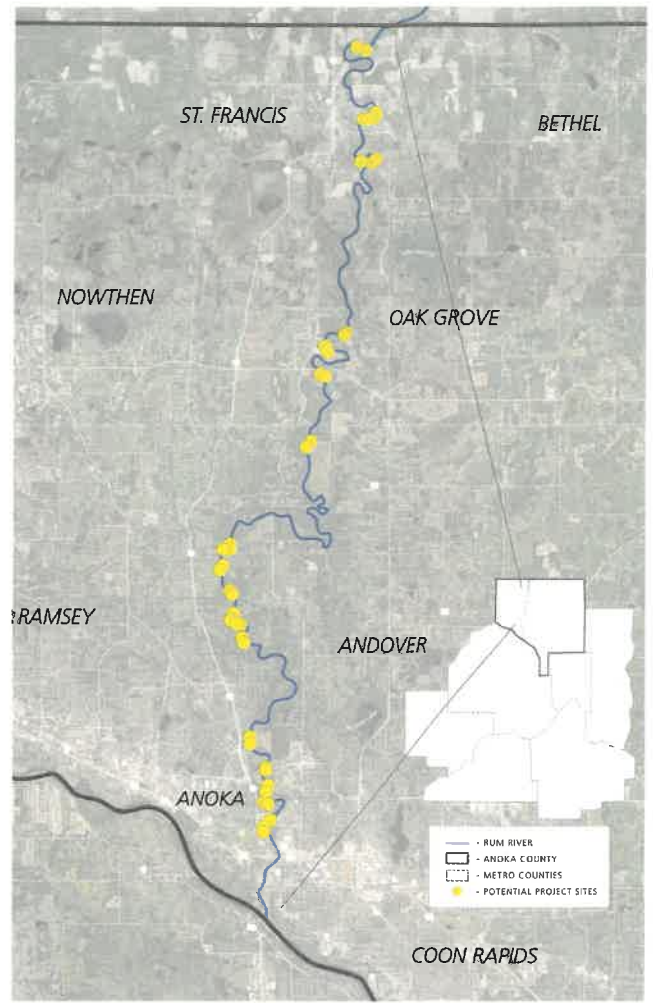
APPLY ONLINE AT  
[ANOKACOUNTYPARKS.COM/PARKJOBS](http://ANOKACOUNTYPARKS.COM/PARKJOBS)



# RUM RIVER CONSERVATION INITIATIVE

The Rum River is a highly recognized fishing and recreational river that feeds into the Mississippi River with currently 7,800 tons of sediment loading annually. The loading occurs from 80 identified sites (shown on the map), involving 133 public and private property owners that span more than seven miles. To start to address restoration, Anoka County partnered with the Anoka Conservation District and developed an approach to bank restoration, which includes three types of restoration solutions; depending on the severity of erosion they are: 1. Cedar tree revetments; 2. Bioengineering; 3. Armoring.

Once the solutions were determined, Anoka County put together an aggressive 5-year funding program to address as many sites as possible within that timeframe. Funding is being sought from a variety of sources at the state, county and local levels. The county will be providing matching grants to the private landowners to help defray restoration costs. After the 5-year period, the project will be assessed to ensure the project is meeting the outcomes expected and if successful, it is anticipated to continue for another five years, provided funding is available.



ANOKACOUNTYPARKS.COM

## COMING IN 2021 BUNKER BEACH WATER PARK

A **RENOVATED AND HEATED WAVE POOL**  
FEATURING A **3,000 SQ. FT. LAGOON**  
**FAMILY RESTROOM BUILDING**



Volume 3-2019

MORE DETAILS [BUNKERBEACH.COM](http://BUNKERBEACH.COM)

# Anoka County LIBRARY

## JOB SEEKER RESOURCES

Available in English and Spanish



### Career Advice and Resources

Find your desired career field.

### Live One-On-One Coaches

Resume, cover letters, interviews.



### English Language Learning Test Prep

High School Equivalency, U.S. Citizenship, ASVAB, TABE, HESI, and more.

### Microsoft Office Help

Word, Powerpoint, Outlook, Excel.

### College Readiness

Match majors and careers to skills and interests.

AP, SAT, ACT, CLEP, & TOEFL exam prep.

Application and FAFSA help.



CELL-ED

### Learning in the palm of your hand

3-5 minute lessons via app or web browser or call/text 818-423-5533 (no internet required).

English, reading, math, job skills.

Anoka County Library users enter PIN Code 5749 to register.



- Hotspots for checkout
- WiFi access in library parking lots 24/7



LEARNING  
WITH Lynda.com CONTENT

### Business, Tech, Creative Design Courses

Expert-led online tutorials

Learn in-demand skills to achieve personal and professional goals.

LEARN NEW LANGUAGES



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Over 80 languages

ESL for Spanish, Arabic, Portuguese, Korean, Chinese, & Japanese speakers



# VISIT ANOKACOUNTYLIBRARY.ORG

for more information on upcoming events and programs

## PROGRAMS

### Setting Up a Small Business Site or Blog (Online)

6 p.m. Wednesday, March 31.

### Club Book: Therese Anne Fowler (Online)

7 p.m. Thursday, April 1.

### Frank Sentwali: Entertainment Live! (Online)

1 p.m. Sunday, April 4.

### Get Started on Your Writing Project (Online)

6 p.m. Tuesday, April 6.

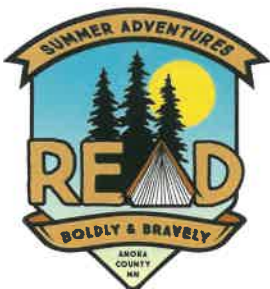
### Book Look

#### Book Club for grades 3-6

2 p.m. Thursday, April 15.

### Copywriting Tips and Tricks

6 p.m. Monday, April 26.



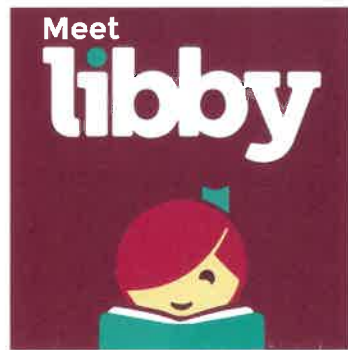
## SUMMER ADVENTURES

Begins June 1, 2021

Complete challenges and track your reading online: [anokacounty.beanstack.org](http://anokacounty.beanstack.org).

## The eLibrary is Moving

Audiobooks, ebooks and magazines are moving from RBDigital and cloudLibrary to the Libby app by OverDrive. Download the Libby app to get started using the new platform. The move will be in phases and completed by summer 2021.



## Benefits of Libby

- One Tap App: All materials available in one spot.
- Offline Access: Download items for offline reading or stream them to save space.
- Read Across Devices: all checkouts, bookmarks, and reading progress sync across your devices.
- Listen in Your Car: Play audiobooks with Apple CarPlay, Android Auto, or a Bluetooth connection.
- All metro area libraries will now use the same app for eBooks.



## Good news for Kindle users!

Download Libby's companion app, Overdrive, for access to the eLibrary on your Kindle.



Apps are available for download.



# EASY VIRTUAL FAIR

## An Online Job Search Resource

One of the many difficulties of COVID-19 is that the pandemic has affected the job search process and placed a pause on in-person hiring events.

These gatherings of employers and jobseekers oftentimes lead to connections that fulfill the needs of both these groups — employers are able to bring in new employees to their companies who can perform the required job duties and provide needed creativity and insight, and jobseekers can land employment at well-respected companies that offer competitive pay, benefits and advancement opportunities.

Recognizing the need to keep job fairs going during the pandemic, CareerForce in Blaine has incorporated Anoka County Easy Virtual Fairs, which allow jobseekers to connect with employers in various fields, such as healthcare, construction, manufacturing and more.

### A Robust Hiring Experience

The Easy Virtual Fair experience mirrors in-person job fairs in many ways: There are a variety of employers present, with several openings at their companies. Company representatives can reach out to jobseekers through an instant messaging feature before jobseekers even check out a company's page. Each company featured in the job fair has easily accessible contact information, and jobseekers can read job descriptions, express their interest and chat with company representatives in real time.

The Easy Virtual Fair even allows jobseekers to create a profile with an optional photo, attach a resume, and include an email and phone number at which they can be contacted. The site also has links to CareerForce resources, such as resume writing online workshops and a video that provides tips about online interviewing. To create your career profile and join an event, visit <https://anokacounty.easyvirtualfair.com>. The metro region also holds interactive career fairs; for more information on these opportunities, visit <https://metroregioninteractive.easyvirtualfair.com>.

"The Easy Virtual Fair is yet another resource for career-seekers," said District 3 Commissioner Robyn West. "This new, interactive tool allows employers and prospective employees to make connections in a safe virtual environment."

Careerforce is Minnesota's workforce system—made up of State of Minnesota workforce development staff, business leaders, nonprofit organizations and local government partners throughout the state. CareerForce is dedicated to helping Minnesotans prepare for and find fulfilling work and helping Minnesota employers find the employees they need to succeed.

## Grants Available for Housing Assistance

In December of last year, the UCare Foundation approached Anoka County with a grant opportunity that focuses on health equity by providing housing assistance to certain individuals impacted by COVID-19.

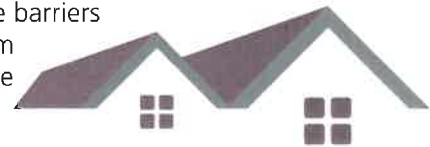
Anoka County now has up to \$100,000 from UCare to allocate to county residents, primarily those who are at risk of becoming homeless. This funding is available until November 2021 or until funding is expended.

The services available through this grant include:

- Housing related expenses such as rental and mortgage assistance and past due utilities related to the COVID-19 pandemic.

- Flexible funds to remove barriers that prevent people from renting, such as past due utility bills and past rent (in collections).
- Damage deposit assistance.

Those applying for this funding must be impacted by COVID-19 and their income should fall within 200 to 400 percent of the Federal Poverty Guidelines. The Anoka County Community Action Program and the Salvation Army will determine applicant eligibility. For more information on income eligibility and how to apply, visit [anokacounty.us/2689/Basic-Needs](https://anokacounty.us/2689/Basic-Needs).



# Property Assessment and Taxation Reminders

## First Half Real Estate Property Taxes Due May 15



Property owners are reminded that the first half of the 2021 real estate property tax is due May 15, 2021 (which falls on a Saturday, allowing for timely payments to be made until May 17). The second half is due Oct. 15. If your property is classified as agricultural, the second half is not due until Nov. 15. These dates do not apply to those who have their taxes rolled into their mortgage payments. Property tax statements will be mailed to all property owners by March 31. You can make your property tax payments by mail, online, at drop box locations or at Anoka County Property Records and Taxation: 2100 3rd Ave., Anoka, Mn 55303. For additional information, visit [anokacounty.us](http://anokacounty.us), email [RS-PropTax@co.anoka.mn.us](mailto:RS-PropTax@co.anoka.mn.us) or call 763-323-5400.

## Assessing Staff to View Properties in Quintile Area

The assessor values all property in the county for property taxation purposes. State law requires the assessor to physically inspect all properties every five years. To accomplish this, the assessor's office views approximately one-fifth of the existing parcels each year. These reviews will help determine the Jan. 2, 2022 estimated/ taxable market values for property taxes payable in 2023.



When appraisers visit the property, they verify the accuracy of information used to determine market values for properties. This includes a home's size, age, style, condition, amenities, etc. By inspecting both the interior and exterior of a home, appraisers can do their best job of making a thorough and equitable appraisal of each property. Appraisers carry picture identification badges, drive identified vehicles and practice the proper COVID-19 safety guidelines.

Your valuation and classification notice, which includes the estimated market value, is mailed annually with your property tax statement. If you have any questions regarding the quintile review or your valuation and classification notice, call 763-323-5400.

"Assessing staff have important roles when it comes to determining market values of properties, and although their jobs will be a little different this year, due to COVID-19, they will still be doing their inspections," said District 4 Anoka County Commissioner Mandy Meisner. "Our county staff will adhere to all of the necessary precautions while ensuring this important, state-mandated, task is completed."

## Batteries



Cellphones, laptops, car keys, e-cigarettes and many other items are powered by batteries. If punctured or damaged they can cause explosions and fires.

Never place batteries in the trash or recycling bin.



Find disposal locations:  
[AnokaCounty.us/RecyclingDirectory](http://AnokaCounty.us/RecyclingDirectory)



### Rechargeable

- Lithium ion (Li-ion)
- Nickel cadmium (NI-Cd)
- Nickel metal hydride (NI-MH)
- Lead acid (Pb)



### Single Use

- Alkaline (A, AA, C, D)
- Button
- Lithium



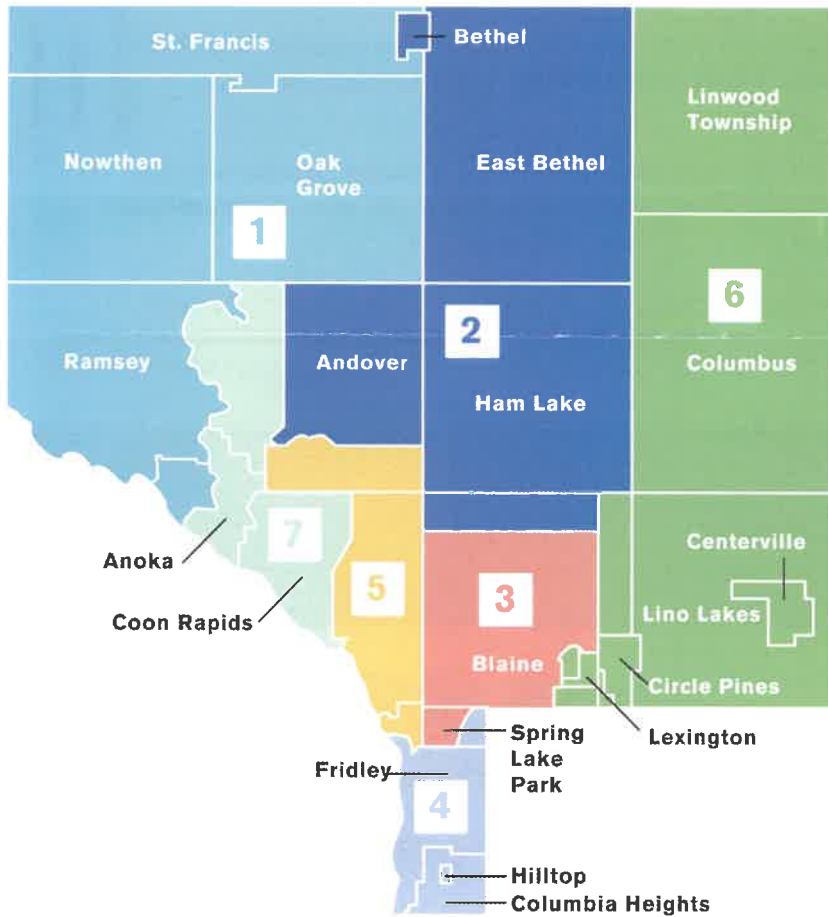
Anoka County  
 2100 3rd Ave.  
 Anoka MN 55303-5024



*Visit our website!*

**ANOKA COUNTY LEADERSHIP**

**763-324-4700**



**Matt Look**  
 DISTRICT 1  
 COMMISSIONER

**Julie Braastad**  
 DISTRICT 2  
 COMMISSIONER

**Robyn West**  
 DISTRICT 3  
 COMMISSIONER

**Mandy Meisner**  
 DISTRICT 4  
 COMMISSIONER

**Mike Gamache**  
 DISTRICT 5  
 COMMISSIONER

**Jeff Reinert**  
 DISTRICT 6  
 COMMISSIONER

**Scott Schulte**  
 DISTRICT 7  
 COMMISSIONER

**James Stuart**  
 COUNTY  
 SHERIFF

**Tony Palumbo**  
 COUNTY  
 ATTORNEY

County board meetings are generally held the second and fourth Tuesdays of the month at 9:30 a.m. in Room 705 of the Anoka County Government Center in Anoka. Watch board meetings live at [anokacounty.us](http://anokacounty.us). "Anoka County News" is produced by Anoka County Communications, Erik Thorson, Director, 763-324-4612 [publicinfo@co.anoka.mn.us](mailto:publicinfo@co.anoka.mn.us) • [anokacounty.us/newsletter](http://anokacounty.us/newsletter)  
 Printed on 30 percent post-consumer recycled paper.





Dear Friends and Neighbors of SACA,

Every March, food-shelves across the state partner with Minnesota FoodShare to fight hunger. All donations of food and money to SACA result in a matching percentage contribution from Minnesota FoodShare, so contributions to SACA go further to help those in need. Because of COVID-19, 2020 was a year like no other. The numbers of people we helped, and the amount of food given out skyrocketed. We gave 805,000 pounds of food to over 17,500 families and households, representing 44,560 neighbors in our community. Of those, almost 16,000 were seniors. These families, households, and individuals, along with many others are part of a growing number of people that unfortunately are experiencing food insecurity.

In our last letter, we mentioned that we are moving (we'll still be in Columbia Heights). We will be doubling our space, so our free grocery store will have more nutritious produce, dairy, and meat. We will also expand our culturally specific food selection. Our Thrift Store (which has been closed since last March) will also be much larger, enabling us to have a wider variety of goods to sell. This will give people the dignity of buying quality clothes and household items at prices they can afford.


Our Accelerated Campaign has started. It will allow us to expand services for the community as well as raising money for our new building. The Accelerated Campaign will also enable us to help people in our community efficiently and effectively as we continue to face the challenges that lie ahead of us.

SACA needs your help so we can continue our mission of helping people in need. While there is a bit of light at the end of a long COVID tunnel, we have a ways to go. People are still getting sick, unemployment remains high, food insecurity is a problem that is not going away. Please continue to be engaged and empathetic, helping us give to those who need our assistance. Use the enclosed envelope or visit our new website: [www.SACAFoodShelf.org](http://www.SACAFoodShelf.org) and click on the Donate Button. If you shop on Amazon, consider shopping on Amazon Smile. You can find us under Southern Anoka Community Assistance. SACA will get a percentage of what you purchase. We also have a new quarterly newsletter. Be sure to sign up to keep abreast of what is going on at SACA.

This March let's help our neighbors and partner up with each other in the fight against hunger.

Sincerely,

  
Dave Rudolph, Co-Director;

  
Elaine Walker, Co-Director;

  
Steve Smith, Board Chair

SACA Board: Sue Sjoselius, Brian Harper, Jerry Rekow, John Haluska, Jessica Dowell, Ben Harris, Beth Barbosa





# Coronavirus Local Fiscal Recovery Fund Introduction

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Road to Recovery Series

If you experience technical difficulties, please contact GoToWebinar support at 1 (833) 851-8340

## Today's Presenters



**Amber Eisenschenk**  
*Research Manager*



**Lisa Sova**  
*Asst. Finance Director, Outreach*



**Gary Carlson**  
*IGR Director*



**Daniel Lightfoot**  
*IGR Representative*

# Coronavirus Local Fiscal Recovery Fund

- \$130 billion for local governments split evenly between municipalities and counties.
  - \$65 billion allocated to cities through a modified Community Development Block Grant formula as follows:
    - \$45.9 billion for cities over 50,000 in population (CDBG “entitlement communities”).
    - \$19.5 billion for cities under 50,000 in population (CDBG “non-entitlement communities”).
- 
- 

## Allocation Method

- Population over 50,000 utilizing a modified Community Development Block Grant (CDBG) formula
  - Population under 50,000 allocated according to population share but will not exceed 75% of their most recent budget as of January 27, 2020
- 
-

## Allocation Method for Cities <50,000

- Approximate Amounts for MN local units of Government  
Population of City/Population of State=Appropriation to City/Appropriation State received for all cities <50,000  
~\$100/per capita for cities under 50,000

Link to estimates:

<https://oversight.house.gov/sites/democrats.oversight.house.gov/files/State%20and%20Local%20Allocation%20Output%2003.08.21.xlsx>

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## Two Distributions

- 1<sup>st</sup> half 60 days after enactment
    - The State shall distribute payments no later than 30 days after a State received a payment.
    - An extension may be granted to the State due to an extensive administrative burden.
  - 2<sup>nd</sup> half not earlier than 12 months after first distribution
- 
-

## Eligible Uses

- Assistance to households, small businesses, and nonprofits to aid in the response to the public health emergency or to aid hard-hit industries such as tourism, travel and hospitality
  - Premium pay for essential workers
    - An amount up to \$13 per hour that is paid to an eligible worker in addition to wages the worker otherwise received.
    - For all work performed by the eligible worker during the COVID-19 public health emergency.
    - May not exceed \$25,000 per eligible worker.
- 
- 

## Eligible Uses

- Revenue replacement for the provision of government services to the extent the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency (FY 2019)
  - Investments in water, sewer or broadband infrastructure
- 
-

## Eligible Transfers

- Nonprofit organizations
  - Public benefit corporation involved in transporting passengers or cargo
  - Special purpose unit of government
  - State
  - Tribal organizations
- 
- 

## Not-Eligible Uses

- Funds cannot be used to directly or indirectly offset tax reductions or delay a tax/tax increase
  - Funds cannot be deposited into any pension fund
- 
-

# Timeline

## 2021

March 3: Covered period for eligible expenses begins

March 11: Enactment of law

About May 10: 60 days after enactment (likely first distributions)

About June 9: Distributions by state (unless MN files an extension)

## 2022

About May 10: Second distribution

Reports due  
periodically!

## 2024

December 31: Spending deadline

Federal Single  
Audit may apply

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# Questions?

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# Contact Information

## Research Department

League of Minnesota Cities

<https://www.lmc.org/contact/submit-a-question/>

651-281-1200

[research@lmc.org](mailto:research@lmc.org)









Xcel Energy Media Relations  
414 Nicollet Mall, 401-7  
Minneapolis, MN 55401  
(612) 215-5300  
[www.xcelenergy.com](http://www.xcelenergy.com)

## **Xcel Energy providing \$17.5 million to help residential customers behind on electric bills**

*Newly approved program will support customers most in need during COVID-19*

**MINNEAPOLIS** (March 12, 2021) – Xcel Energy will soon begin delivering \$17.5 million in assistance to residential customers who have fallen significantly behind on the electric bills during the COVID-19 recession, which has caused economic hardship for many in our communities. The Minnesota Public Utilities Commission approved the plan this week, which will help customers who may have the most trouble catching up on their bills.

In early 2020 when the scope of the pandemic became clear, the company voluntarily stopped disconnecting customers for non-payment, and it also proposed the program to provide direct customer bill credits. Residential electric customers with balances of \$1,000 to \$4,000 who do not currently have a payment arrangement set up can enroll in this new program and receive bill credits for up to 75% of their current balance. When a customer enrolls, 25% will be provided as an upfront credit and the remaining 50% will be issued in equal monthly bill credits for the length of the payment plan.

“As challenges from the global pandemic continue to take their toll on our economy, we have many customers who have fallen far behind on their bills and, even with traditional assistance, may not be able to catch up,” said Chris Clark, president, Xcel Energy-Minnesota. “We want to help customers who are most in need during this difficult time, and the Payment Plan Credit Program will provide direct relief to those who need it.”

Following the Commission’s approval of the program, Xcel Energy will begin the process of implementing the plan and contacting eligible customers to set up payment arrangements, which should occur later this spring. Xcel Energy will also look for other available assistance options and connect them with agencies who may be able to provide additional help.

Xcel Energy will provide \$17.5 million to fully fund the program.

In addition to providing this direct assistance to residential customers, Xcel Energy is also working to support business customers who have seen reduced sales through the pandemic and has proposed more than \$2.5 billion in accelerated and incremental energy infrastructure projects to help jumpstart the economy and create new jobs.

###

**About Xcel Energy**

Xcel Energy (NASDAQ: XEL) provides the energy that powers millions of homes and businesses across eight Western and Midwestern states. Headquartered in Minneapolis, the company is an industry leader in responsibly reducing carbon emissions and producing and delivering clean energy solutions from a variety of renewable sources at competitive prices. For more information, visit [xcelenergy.com](http://xcelenergy.com) or follow us on [Twitter](#) and [Facebook](#).



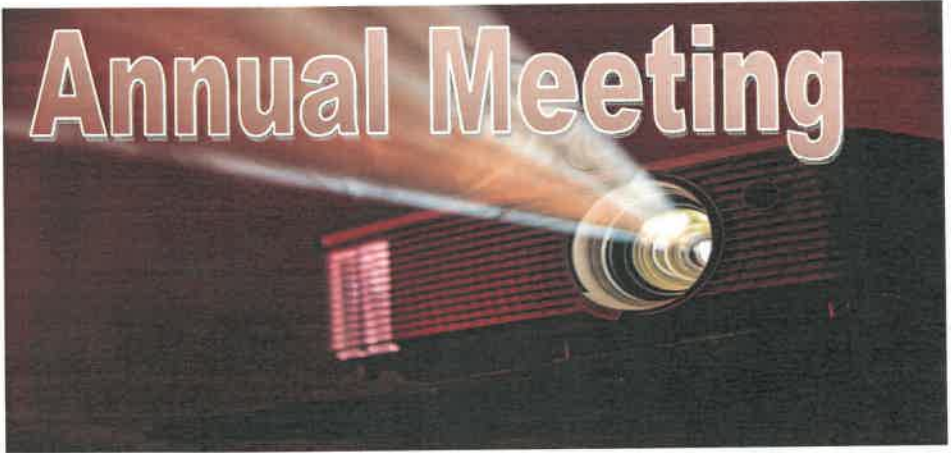
Anoka County  
Historical Society

# H I S T O R Y 21



Volume 51 No.2 March-April 2021  
[AnokaCountyHistory.org](http://AnokaCountyHistory.org)

*History 21 (in honor of the 21 cities in Anoka County) is published by the Anoka County Historical Society six times yearly as a member benefit. The ACHS is a 501(c)(3) nonprofit organization. Contributions are tax-deductible within the allowable limits of the law.*



*In hopes we can meet in-person and outside for the Annual Meeting, the gathering has been scheduled for **MAY 18 AT 7 P.M.** If COVID or the weather make that impossible, we will have the meeting via Zoom (this will include a call-in option for those without internet or web cameras). Members will receive an email with more details within two weeks of the event, so mark your calendars now!*

*After a short business meeting to install new Board members and approve the 2020 financial statements, attendees will enjoy special entertainment created just for you! ACHS broke new ground in the past year with programming of all sorts, so expect some of those characters to return for a special Q&A session. What did it feel like to film a true crime drama? How did the staff adapt the Civil War program for a digital classroom presentation? Bring your questions for the panel.*

*Front Cover: Vivian Daly on the Daly Farm in Andover, 1957.*

*Object ID: AG100.Daly27*

*Annual Report Cover: Unidentified gentleman from the Downs family glass negative collection captured in two different poses. Circa 1900*

*Object ID: 2005.1361.048 & 2005.1361.049*



MUSEUM  
CLOSED

VS

OPEN  
ONLINE

# 2020

## ANNUAL REPORT

THE YEAR OF COVID

# EXECUTIVE DIRECTOR'S LETTER



I'm grateful to say yet again how 2020 became a year of opportunity for ACHS due in a large part to the strategic plan set forth by the Board of Directors in 2018. The staff and BOD has already implemented a significant portion of the large-scale goals, including focusing all the operations through a digital lens. As a result, when we closed the doors mid-March, all of our financial information, our memberships, the collections, and our project management systems existed online. Once we perfected Zoom, we were off to the races.

Credit for the rest of 2020 goes to our members and donors, without whom we wouldn't have anything to manage! It is entirely because of your generosity and belief in ACHS since 1934 that the museum stands, full of interesting things, poised for more of the same—as well as some new.

It's my utmost pleasure to begin my sixth year as your Director. Thank you for the journey thus far!

A handwritten signature in black ink, appearing to read 'Rebecca Ebnet-Desens'.

Rebecca Ebnet-Desens  
ACHS Executive Director

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## PRESIDENT'S LETTER

The Past Year – 2020 was a year like no other in our collective memory. COVID-19 brought a whole new set of vocabulary words—Social Distancing, Shelter-in-Place, Quarantine, Self-Isolation, Community Spread, Outbreak, Pandemic—the list goes on. These words and the actions associated with them are intended to protect us from disease transmission they also have created separation and virtual and real boundaries.



There were choices early on about how the Anoka County Historical Society and the History Center would proceed. The decisions we made to continue to be available and engaged with the communities we serve meant we switched from bricks and mortar and “in-person” to a digital online environment. A virtual environment that continued to connect with our members and others within Anoka County. Not only did we survive—we thrived. We continue to connect via social media and our fabulous website. We participated in grant programs that allowed us to manage the revenue losses due to Covid-19's impact on our fund raising and supported purchasing of equipment that ensures our digital presence.

I am humbled by the creativity, resilience, and persistence of the staff, volunteers, and ACHS Members who supported us throughout a challenging year. We articulated a new vision and mission statement to ensure we focus on all Anoka County communities and for 2021 extend an invitation that all are welcome to share their stories.

We are pleased to present this annual report that reviews our continued success.

A handwritten signature in black ink, appearing to read 'Lotus Hubbard'.

Lotus Hubbard, ACHS President

# THE 2020 ACHS BOARD OF DIRECTORS

Al Pearson, *District #1 Representative*

Kim Hogdal, *District #2 Representative*

Orville Lindquist, *District #3 Representative (Treasurer)*

Lotus Hubbard, *District #4 Representative (President)*

Richard Oxley, *District #5 Representative (Vice-President)*

Open, *District #6 Representative*

Bart Ward, *District #7 Representative*

Steve Florman *At-Large A*

Dennis Berg, *At-Large B*

Daryl Lawrence, *At-Large C*

Johannes Allert, *At-Large D*

Jim Rootes, *At-Large E*

Paul Pierce III, *At-Large F*

Allison Schmitt, *At-Large G (Secretary)*

Mary Nolan, *At-Large H*

Jeff Reinert, *Anoka County Commissioner Liaison*

## ACHS STAFF

Rebecca Ebnet-Desens, *Executive Director*

Audra Hilse, *Archivist & Collections Manager*

Erin McBrien, *Archivist & Collections Manager*

Sara Given, *Volunteer Coordinator*

Carol Dordan, *Facilities Manager*

Don Johnson, *Office Staff*

Karen Johnson, *Office Staff*

Andover, Anoka, Bethel, Blaine, Centerville, Circle Pines, Columbia Heights, Columbus,

Coon Rapids, East Bethel, Fridley, Ham Lake, Hilltop, Lexington, Lino Lakes, Linwood, Nowthen, Oak Grove, Ramsey, St. Francis, Spring Lake Park

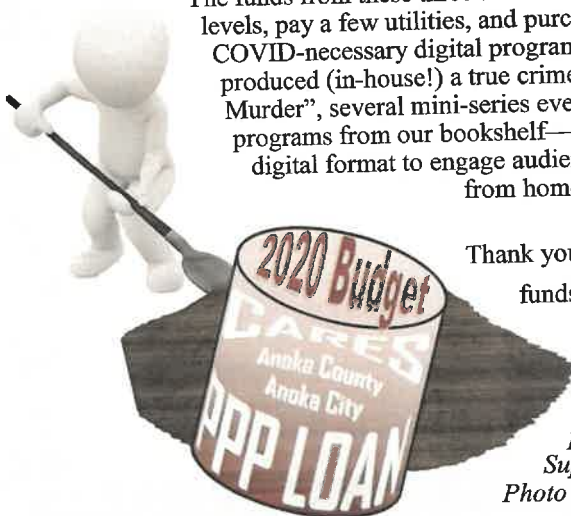


Our 2020 story would look significantly different without the assistance we received from Federal, State, and local governmental sources. In fact, since we had our entire fundraising/programming season cancelled, we had a **\$55,000 HOLE IN OUR BUDGET**. Gratefully, the **PPP LOAN SUPPLIED \$30,000, ANOKA COUNTY CARES FUNDS GRANTED \$10,000, AND THE CITY OF ANOKA CARES FUNDS ALSO GRANTED \$10,000**. Although the PPP dollars remain a liability for us as we await a decision on our forgiveness application, the opportunity as a small nonprofit to apply for these three sources of funds can't be understated.

The funds from these three sources allowed ACHS to maintain staffing levels, pay a few utilities, and purchase recording equipment to create COVID-necessary digital programming. As a result, we have produced (in-house!) a true crime drama called "An Un-Wise Murder", several mini-series events on social media, and three programs from our bookshelf—fully recreated in an engaging digital format to engage audiences now studying and working from home.

Thank you isn't enough for receipt of these funds, but it's certainly sincere.

*Above: Empty shelves in the paper goods aisle, Wal-Mart Supercenter, Blaine March, 2020. Photo by Vickie Wendel.*





in the painters masks. It might not stop everything coming in and going tops." Anonymous (May 26, 2020)

# March



**March 18**  
Museum Closed. Start working from home with one staff member checking the physical museum.  
*Left: April Zoom meeting from our home offices*

Prepping museum for people by assembling safety shields and rearranging furniture.

# July



**July 7**  
Museum open limited hours.  
*Above: Don at the front desk behind a screen he built*



# November

Staff trained to disinfect surfaces and bathrooms each hour.

**November 1 – 7**  
Staff received a mandatory vacation after stressful year.

**November 23**  
Closed again to all in-person visits per state regulations. Open to stuffed animals.

# January

**January 11**  
Open for appointment only.



“I never dreamed that I would experience a pandemic. It's very different than The Walking Dead show. I know life will never be the same after this.” Fa

## PRE-COVID VICTORY!



### CERTIFIED PROFESSIONAL PROJECT MANAGER (CPPM)

Juuuuust before COVID slammed the door shut, Rebecca, Sara, and Audra spent six full days at the Workforce Center in Blaine to officially learn how to manage projects and earn the Certified Professional Project Manager (CPPM) designation from the University of St. Thomas College of Business. The training, paid for by a grant from Anoka County, has allowed staff to better understand the mechanisms of project management by employing (gasp) math.

**Value: \$8,000**

\*\$2,695 Per Participant

Spoiler Alert: all three received 100% on the certification test!

## TRANSITION TO WORK FROM HOME

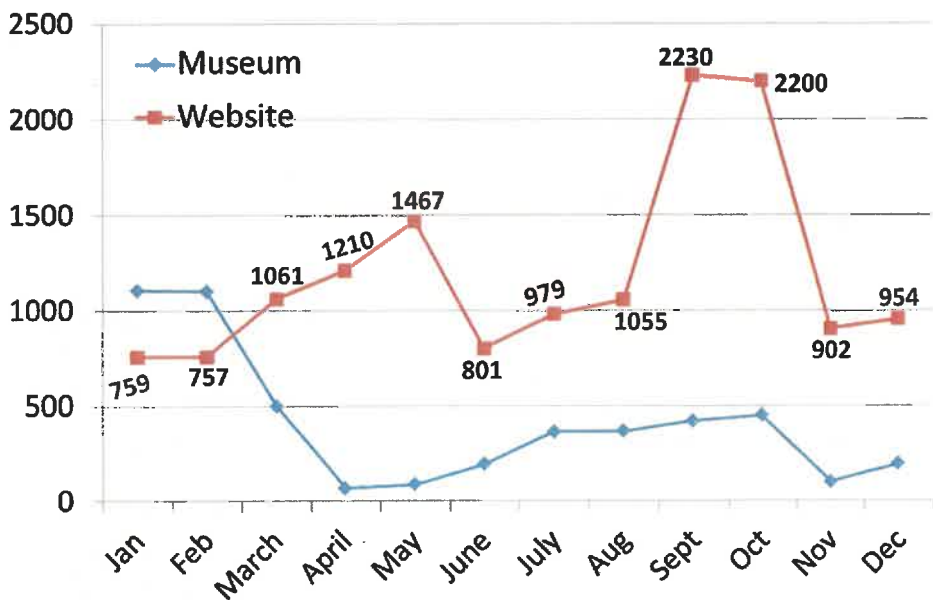
In retrospect, we now refer fondly to our “inadvertent planning” of moving ACHS operations online, making them remotely accessible. In March, we just said, “dang, that worked out well!” We had our flashy new website and online donations system set up, we had Trello to manage those projects in one place, and all the information we needed to access our collection for research requests— providing the internet didn’t let us down. We invested in a subscription to Survey Monkey and set about gathering #HistoryHappensNow, to Zoom so we could have meetings longer than 40 minutes, and StreamYard so we could host programming and the online events with “An Un-Wise Murder”. All we needed now was our comfy pants and pets. Even Daiki helped (below)!

*Below: Audra’s home office with her pet snake Daiki.*



### WEBSITE

More now than ever, our first contact with people is often on our website, AnokaCountyHistory.org. It is our tool for communication, the exhibit hall, the collection, and one way people find the local history they are searching for. Whether they currently live in Anoka County, or are living on the other side of the country, the information is there for them no matter the time of day.



\*Museum numbers include staff members entering the building

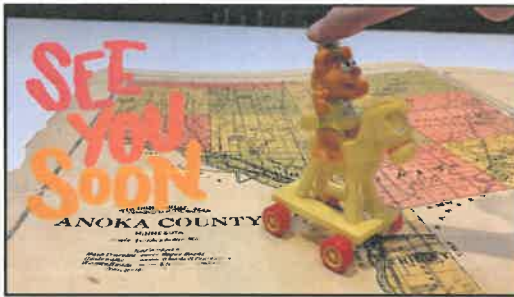
## SOCIAL MEDIA

We may be a staff of introverts, but we have all the digital social skills we need! Delivering information in a way that felt more personal to our audiences on Facebook, Twitter, and Instagram during the pandemic became even more critical. By using hashtags to group our programming series together, we took a #TourAnokaCounty, explored #MicrofilmMadness, and rose to the challenge of #MNMuseumAlphabet. Knowing our work provided a reprieve from the daily stress for the residents of Anoka County felt truly rewarding.



██████████ Thanks Anoka County Historical Society for the pictures and history, it means a lot to me and I'm sure everyone else in these times of uncertainty... be well friends...

[Like](#) [Reply](#) [Message](#) 1h Edited



## #TourAnokaCounty

April 17—May 8

Each day of the tour featured history & photographs of the cities in the county as well as mini-videos produced with the help of ACHS friends, volunteers and staff.

## #MicrofilmMadness

Finding hidden gems and curious records in the microfilm reel resources at ACHS. Including liquor license sagas, estray records, and discovering the North Pole—in Fridley.



end to this, and there is nothing I can do to make it stop. Usually t and do that.” Sandy Connor (April 17, 2020)

## DIGITAL PROGRAMS

We have a library of programs researched and ready to go in our bookshelf. How to share these programs in a world that has moved away from in-person power point led programs? We turn them digital!

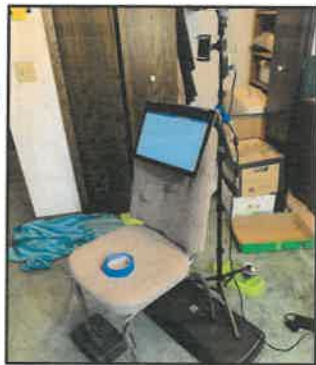
First, we tested out how our wedding program power point would work live on an interactive platform. It worked to a degree, but felt very static. So we decided to become our own video production studio and see how we could translate our programs into consumable videos to watch on-demand.

The test program—a history of the sewing pattern from Sara’s basement at the height of quarantine. We cobbled together a system to capture footage and began teaching ourselves how to use Adobe Rush (video editing for dummies) and Adobe Premiere (video editing for the serious minded.) With the program divided into 10 minute segments, it became easier to consume. A viewer could watch one segment at a time, or binge all six together.

With determination and hours of tutorials on YouTube or Lynda.com, we transferred our history research skills to learning how to edit video. The time spent learning here, gave us the confidence we needed to produce a full-length documentary as our fundraiser for the year. See page 11 for the story on that adventure.

### Behind the Scenes

Makeshift teleprompter and camera setup



### Finished Program

6 part, 57 minute long program available to watch on demand



### CREATE MORE DIGITAL PROGRAMING

We have redecorated Sara’s cube into a mini-studio with backdrops, and invested in a teleprompter and audio equipment. This helped already create a 43 minute Civil War Program in January—and more throughout the year!



With the magic combination of time, stubbornness, and Google, you can teach yourself anything from editing a full length TV show together to starting a podcast. It has been a fun adventure expanding my brain.

Sara Given, Volunteer Coordinator

It will get better. Summer will come. We can still go boating and get out not, I will find another and learn something new. Anonymous (April 17, 2



## HISTORY 21: THE PODCAST

Those of us who discovered the world of podcasts can't get enough of them. Those who haven't discovered this media yet...you're missing out! The format of a portable, audio program suits history geeks perfectly, as it's the **STORY** that truly matters to the preservation of our community. Creating a podcast for ACHS was one of those items on the to-do list that just never quite made it to the middle, let alone the top, of the page. But, with COVID dragging on into the fall, staff decided adding yet one more digitally accessible format made sense.

### EPISODE LIST

1. Daryl Lawrence
2. Impact Services & Santa Stories
3. Arch Pease
4. Erin McBrien
5. Erin Freitag
6. Denise DeMars
7. Maddie Mcnamara

Currently available as blog posts on our website (please excuse the technical difficulties regarding the RSS feed) History 21: The Podcast debuted December 3 and drops the first and third Fridays of each month. Producing a podcast involves brainstorming episode elements and guests, making the recordings, editing the ramblings down to 20 minutes, stitching in the fun music and library notes, and rendering it so our website recognizes the files. From there, staff creates a Show Notes page containing images and additional information listeners could find helpful or interesting after they listen.

One last step: we can't forget to publish the social media teasers and clips, so everyone knows what's coming up on the calendar.

## HISTORY 21: THE VAULT

One of the many challenges we discovered about digital programming is balancing the huge time investment up front in creating the show with the "pay-per-view" world of on-demand entertainment. Our solution? History 21: The Vault. This password-protected area of our website contains exclusive content, digital programs, and special promos just for subscribers. Much like your Amazon Prime, Netflix, or Patreon subscriptions, The Vault allows ACHS to monetize the products of our work yet make them accessible when YOU want them. Best of all? The funds raised through this initiative will support our operations and continue to make ACHS a high-quality museum for the community.



### FIND ON THE VAULT:

- ⇒ Full, unedited podcast interviews
- ⇒ The UnWise Murder complete program
- ⇒ High School video yearbooks (coming)
- ⇒ & MORE!

## VOLUNTEERING DURING COVID



One of the fun parts of volunteering for a historical society is helping care for the old stuff. With the museum closed, or limiting volunteers for the majority of the year many of the ways volunteers helped at the museum were put on pause.

But the help didn't stop. Projects shifted just like so many other things to work at home and took advantage of all the ways to connect digitally.

**4,371\***  
Volunteer Hours

EQUIVALENT OF  
PAID STAFF TIME  
**\$87,420**

\* Based on reported volunteer hours.



We're looking ahead to safely reviving the volunteer program in the museum in 2021. How can volunteers best support our mission and the collection with the wide-range of unique skills they bring with them?



The small handful of volunteers who were able to spend time in the museum each had their own sanitized work station, and sported masks of various designs.

## FUNDRAISING DURING A PANDEMIC

Or, how to take a never-easy task and make it more difficult

We saw the writing on the wall fairly early that our Lager Fest would collapse, the fairs and festivals couldn't happen, and the Ghost Tours...well, an untimely demise for sure. Clearly, things had to go digital—but how could we engage an audience? What would make them feel like they would get value for their donation? How could we replicate the feeling of community present at these events?



Our discussions always came back to storytelling. Could we somehow weave a compelling narrative from our collection like we did in the live courtroom drama of Mary Fridley a few years ago? Could we take our basic knowledge of video editing and actually put together an hour-long production people would enjoy?

### OF COURSE WE COULD.

Staff combed through the files of County Attorney Albert Pratt to find a likely story, that of the Wise family from Grow, murdered in 1900. We listed the people involved, the places

they named, then mapped the timeline of events. We searched the ACHS archive for images, newspaper clippings, and collection items to make the story visually interesting. We grouped the events into a story arc of five segments and started watching episodes of Dateline to get a feel for the genre. We wrote the script.

To record the necessary “B-roll”, or stock footage, of the deadly night, we borrowed the Ames-Florida-Stork House in Rockford. With Sara dressed up, we filmed boots walking across the floor, pens writing letters, cards being played, and tea cups shattering on the floor. We captured her running through tall grass, the lapping of lakes, expansive bean fields, and friendly cows. Filming continued with several volunteers acting out the script in “live interviews” in the QCTV studio or at the Nowthen Threshing Show grounds and recording testimonials about why history is important.

But how to convey our newly-edited masterpiece to the world without simply hitting play on a Zoom screen share? After much research and some experimentation, we settled on something called StreamYard. This program allowed the staff to present live online, interact with each other, receive comments from the viewers, and share the prerecorded show. The final event lasted an hour and a half with only minimal technical glitches and raised \$3,000 for museum operations.



TO DO THIS  
ALL AGAIN!



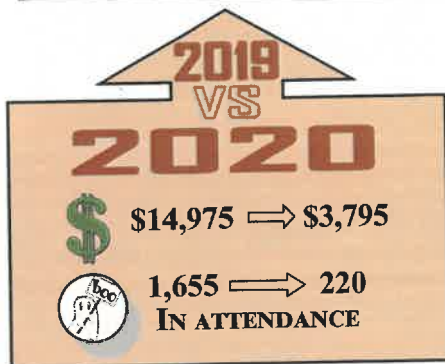
couldn't find formula. We stopped at every Target from here to Hudson, Wisconsin and  
 . It's a crazy time to be alive. Anonymous. (April 1, 2020)

## GHOSTS OF ANOKA TOURS

Covid-19 restrictions and safety concerns had us curtailing the majority of the 2020 in-person Ghost Tour plans, and figuring out a new system to make the Ghost Tours digitally accessible. The 2020 Ghost Tour plan included three Ghostly offerings:

1. The Original [OG] Tour —three volunteer tour guides expressed an interest in leading in person tours. With max capacity set at 12 and masks, participants could enjoy the tour distanced from each other.
2. Zoom Tour— meeting on Zoom, the guide presented the same Ghost Tour stories while sharing extra videos and images not available on the OG tour.
3. Digital Tour—Richard Oxley, ACHS board member and video production instructor at Hennepin Technical College, made digitizing the Ghost Tour part of his class for field videography. The students captured footage of guides giving the tour, as well as b-roll shots of the stops, and drone footage of the city of Anoka. They began creation of the digital tour mid-August and completed final edits in time to premiere October 1.

Tour Type	# Sold	\$\$
Digital Tour	52	\$728
Zoom Tour	5	\$70
Original Tour	153	\$2142
Wise Murder On Demand	10	\$200
Private Event	NA	\$655
Total	220	\$3,795



Highly recommended! I watched it last night. ...

Like Reply Message 19h



With the 100th Anniversary of Anoka Halloween we were able to still share the Halloween artifacts in the collection with exhibits at:

- Northtown Library
- Rum River Library
- ACHS Museum Gallery
- Online gallery at [AnokaCountyHistory.org](http://AnokaCountyHistory.org)

"Experienced my first remote meeting of the Lino Lakes City Council via Zoom. Never thought of the pandemic. Will be interested how this will change our future and if on-site meetings will be back."

## KEEPING THE COLLECTION HAPPY

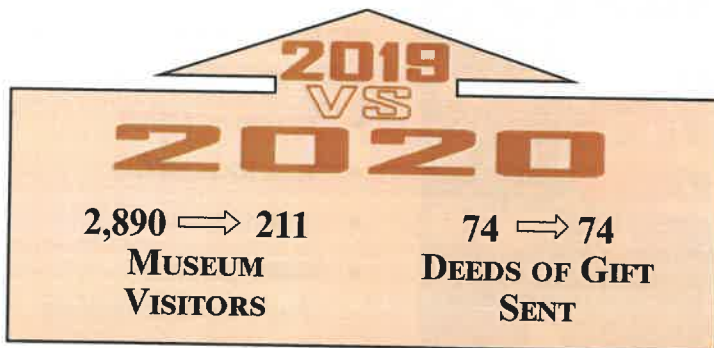
The Covid-19 pandemic made 2020 an unusual year in working with and organizing the ACHS collection while also working remotely for a portion of the year. Spaces in the museum shifted to reflect a year where exhibit building was less of a priority because of the limited visitor access to the building.



Don, ACHS staff, set up a new computer station in the exhibit hall to have a Covid-distanced work space and to power through photographing and digitizing items in the collection.



Audra spread out in other areas of the museum to give items the care they needed before being accessioned into the collection. These tasks included carefully vacuuming small dirt and debris from a pair of uniform trousers.



**OVERALL, I FEEL \_\_\_\_ ABOUT THE  
COVID-19 PANDEMIC RIGHT NOW**



While we live history every day, creating a legacy story for future generations based on our experiences, witnessing a truly monumental circumstance usually comes once or twice per generation. 2020 undeniably marked itself as one for the books.

If you look at the top of each of these pages, you'll find quotes from people who responded to our surveys. Under the hashtag #HistoryHappensNow, we have promoted the idea that documenting your experience in these extraordinary times will help fuel conversations and memories in the future. Whether it's about COVID-19, the quarantine, online school, working from home, shortages in the stores, vaccines, Black Lives Matter, the violence in the Twin Cities, or the death of George Floyd, making notes as events play out creates a more true vision.

To read more from this gathering effort, please visit our website, click "what we do" then "exhibit hall" then "online only: history gather, COVID-19". You'll find quotes, blog posts, and a place to submit your own musings.

Access to technology was at the forefront of being able to continue the work at ACHS. A non-exhaustive list of the programs and equipment that made 2020 possible:

- ◆ Collective Access—ACHS online database
- ◆ Etapestry—ACHS online people management
- ◆ Zoom
- ◆ Adobe Premiere Pro
- ◆ Adobe Photoshop
- ◆ Adobe Audition
- ◆ Adobe Spark
- ◆ Adobe Rush
- ◆ StreamYard
- ◆ Trello
- ◆ One Drive
- ◆ Dropbox
- ◆ Squarespace
- ◆ Facebook/Twitter/Instagram
- ◆ Buffer.com
- ◆ Vimeo.com
- ◆ YouTube
- ◆ Eventbrite
- ◆ Audiogram
- ◆ Puzzle creator
- ◆ Video cameras
- ◆ Still cameras
- ◆ Microphones
- ◆ Cell phones
- ◆ *And more!*

## HIRING NEW HUMAN

To live out our values of inclusion, we designed a blind hiring process that also made space for introverts and less verbal humans to shine.

Using Survey Monkey, qualified job candidates completed a written interview. Our committee then read and ranked the answers without knowing any more than the words on the page.

The results (happily) surprised us and we learned valuable lessons about our assumptions. For more on the process, please check out our blog section on the website.



### New Archivist Erin McBrien:

What a supremely strange year. I still remember getting the email over Spring Break that in-person classes had been cancelled. Still, I graduated with my Masters, moved from New York to Minnesota, got married (four people attended, including the judge), and applied for more jobs than I can count. This has been one heck of a year, but I'm so excited to be a part of the ACHS team. Thank you!

*Erin McBrien*



In spite of its challenges, 2020 also felt like a year of discovery - was it possible to manage a museum collection from home? The answer was, "Not completely," but I could do more than I would have thought, and we made some good progress on the collections in spite of difficult circumstances.

**Audra Hilse, Archivist Jan-Oct**  
(sporting Quarantine Hair)

*Audra Hilse*

nges all the time, but then get overwhelmed and try to tune out and  
everything.” Anonymous

## FEDERAL PROJECT

As a good friend, you can't overlook a milestone birthday—especially if that friend will turn 100! ACHS can't wait for 2022 to arrive and the celebration to commence for Federal Cartridge's centennial.

During 2020, staff from both ACHS and Federal sorted through boxes and boxes of saved artifacts, photographs, and documents. The duplicates were removed and the remaining items found a home in preservation folders and boxes. The collection then moved into our exhibit gallery where they await digitizing and data entry to Collective Access. ACHS also received a Historical and Cultural Heritage Grant to fund the collection of oral histories featuring legacy families—families who have worked at the Federal plant for two and three generations.



*Above: Audra starting the sorting process at an off-site location.  
Below: Moving to ACHS and looking more organized.*



The work continues in 2021 as catalogs, photos, and 3D objects are digitized for publication in a special interest magazine, coffee table book, and our online exhibit. We will plan the physical exhibit, a celebration dinner, and maybe even another video project!

**ANOKA COUNTY:**

**THANK YOU**

It is with deep gratitude that ACHS acknowledges the role played by the County in continuing to fund a large portion of the History Center operations: **the equivalent of 43 cents per resident.**

Without this core support, ACHS couldn't maintain the professional standards of research, preservation, and heritage we're known for. These funds help us maintain outreach and educational opportunities, as well as operational tasks.

**ANOKA COUNTY**

**LIBRARY**

ACHS continues to be a part of the County Library system. Patrons can choose ACHS as a pick up location for library books, and for a significant number of people, the public computers here are the only access they have to the internet. Those that visit for these services become "regulars," friends, and part of our community.

**VISITING THE MUSEUM**



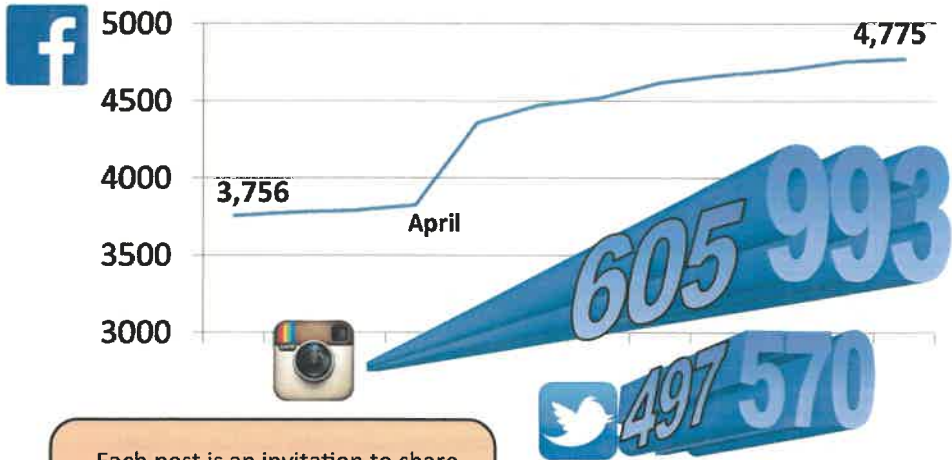
Visitation to the museum may have been curtailed, but people found alternative ways to connect with us and share their love of Anoka County History. We saw jumps in the number of people following us on social media and on the website which corresponded to the onset of Covid quarantine.



We've really enjoyed your series #TourAnokaCounty! Thank you for all of the people who have put time into it. My husband and I grew up in Fridley and never knew the history behind the Banfill-Locke home. I did recognize the old school house that in Fridley. As elementary students we speculated that there were definitely some ghosts within the building. Someone even mentioned seeing bones flying through the air. Ha. Today was Ramsey where we currently live. It was so interesting to hear about the school house and the cemetery. We've had a great time following along. Thank you!

d and my husband who has preexisting conditions and being joyful to of a difficult situation.” Kim Hogdal

## GROWTH BY THE NUMBERS



Each post is an invitation to share memories and stories that would otherwise be lost.

**Anoka County Historical Society**  
April 29, 2020

Who remembers Soderquists market  
#TourAnokaCounty Ham Lake (3) Located at Crosstown Center on Highway 65 in the same family for 87 years from 1926 to 2013. This view captures the store in 2003 #AnokaCountyHistory #MnMusuems

446 220 Comments 257 Shares



They had the best rolls and potato salad. One was a staple for Christmas Eve, the other essential for any summer gathering.  
Like · Reply · 42w · 3

I had so many found memories of shopping there as a kid. I'm glad I was given the opportunity to work here for over 10 years. I learned the value of hard work, connecting with customers and building friendships. I'm blessed to have had great mentors ... See More  
Like · Reply · 42w · 11

Those corn dogs! Lol



Like · Reply · 42w · 4  
8 Replies

Best Reuben sandwiches ever! Thursday lunch special I believe.  
Like · Reply · 42w · 5



## LEADING THROUGH ZOOM, TRELLO LEARNING CURVE

Our 15 Board members successfully tackled technology to hold their first-ever Zoom meeting in April. Since then, all monthly meetings, committee and task force gatherings have taken place online—sometimes still with shouts of glee when the

video pops up. Undeterred, the BOD also learned Trello, the project management software used by ACHS staff. Now a good portion of communication, planning, and document sharing occur in this format, reducing the number of lost emails considerably.

## COMMITTEES

The nitty-gritty work of governance takes place in the Gather, Engage, Define Identity, and Management Committees. These groups wrestle with budgets, outreach, identifying voids in the collection, and what the ACHS brand stands for. In 2020, the Board decided to open the doors to volunteers willing to bring their skills to these conversations.

**Interested in joining a committee?  
Drop us a line to hear more.**



## MEMBER

### WHAT MAKES A MEMBER?

A task force has wrestled with the question during 2020, trying to define “members” and “donors”. Are all donors members? Do members self-select and therefore earn voting rights at ACHS? Aren’t our donors who don’t declare themselves members just as invested in local history?

**WHAT DO YOU THINK?**



## FACING CHANGE

Board Members spent the second year of this national initiative sponsored by the American Association of Museums setting goals for year three and rewriting the mission statement of ACHS. In addition, the BOD adopted a Values Statement supporting our commitment to ensuring a representation of all stories in Anoka County live in the collection. During these bi-weekly meetings, members analyzed the culture of the board, where we connect with people, and how we make people feel welcome. They set goals including bringing new voices to the committees and prepping them to lead these groups. The intention of this decision is to not only include more people in the work of governance, but move projects and ideas along faster and increase our impact on communities within Anoka County.



### Facing Change:

Advancing Museum Board  
Diversity & Inclusion

**Our mission is to gather, preserve and share the stories of all the people and communities that are part of Anoka County.**

The Anoka County Historical Society is an inclusive organization. We are accountable to the community for presenting and celebrating the stories of Anoka County, as well as those which still need to be told. We invite people to join us on a journey to ignite curiosity about our past and understanding of our present.

# 2020 FINANCIAL GROWTH

## Anoka County Historical Society

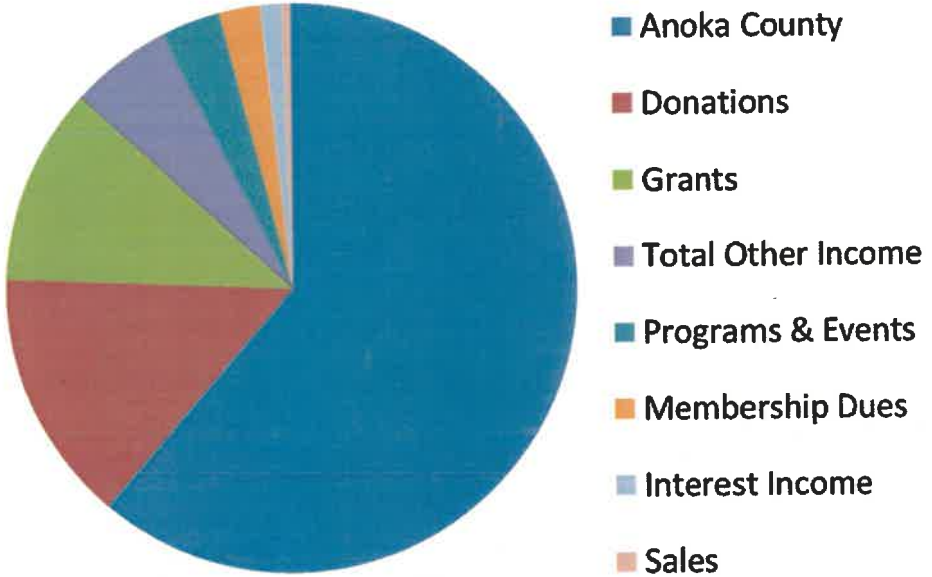
Budget vs. Actuals: budget FY 2020 - FY20 P&L

January - December 2020

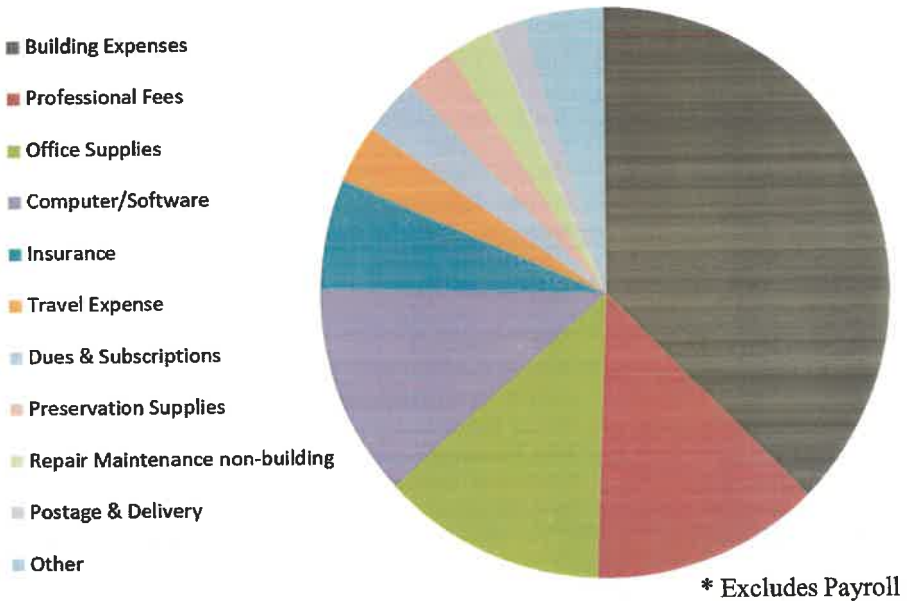
	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Revenue</b>				
Inkind Revenue	88,085.04	80,000.00	8,085.04	110.11 %
Sales	82.42		82.42	
<b>TOTAL SUPPORT</b>				
Admissions		600.00	-600.00	
Anoka County	152,823.00	152,823.00	0.00	100.00 %
Donations	35,673.84	73,500.00	-37,826.36	48.54 %
Grants	27,788.00		27,788.00	
Interest Income	3,057.30	10,089.39	-7,032.09	30.30 %
Membership Dues	5,752.00	5,000.00	752.00	115.04 %
Other Income	14,340.45	1,011.57	13,328.88	1,417.64 %
Programs and Events	8,388.15	28,000.00	-20,641.85	28.82 %
Sales	1,148.09	4,508.74	-3,362.85	25.42 %
<b>Total TOTAL SUPPORT</b>	<b>248,738.63</b>	<b>278,332.70</b>	<b>-27,594.07</b>	<b>90.01 %</b>
Uncategorized Revenue	520.75		520.75	
<b>Total Revenue</b>	<b>\$337,426.84</b>	<b>\$356,332.70</b>	<b>\$-18,905.86</b>	<b>94.69 %</b>
Cost of Goods Sold	\$42.54	\$0.00	\$42.54	0.00%
<b>GROSS PROFIT</b>	<b>\$337,384.30</b>	<b>\$356,332.70</b>	<b>\$-18,948.40</b>	<b>94.88 %</b>
<b>Expenditures</b>				
Advertising	171.99	390.00	-218.01	44.10 %
Auto Expense	154.00	34.00	120.00	452.94 %
Bank Service Charges	303.46	538.35	-232.89	56.58 %
Building Expenses	32,065.70	31,203.99	861.71	102.83 %
Computer/Software Expense	10,263.51	7,000.00	3,263.51	146.62 %
Depreciation Expense	30,134.16		30,134.16	
Dues and Subscriptions	2,778.70	2,000.00	778.70	138.94 %
Food		900.00	-900.00	
Furniture & Other Equipment	134.78	500.00	-365.22	26.96 %
Gifts	46.33	300.00	-253.67	15.44 %
Human Resources Expense	198.00	1,200.00	-1,002.00	16.50 %
Inkind Rent	80,000.04	80,000.00	0.04	100.00 %
Inkind Services	8,085.00		8,085.00	
Insurance	5,339.29	4,685.00	654.29	113.97 %
Museum Exhibit Expense	997.85	10,000.00	-9,002.15	9.98 %
Networking	25.00	300.00	-275.00	8.33 %
Office Supplies	10,672.42	10,450.00	422.42	104.04 %
<b>PAYROLL</b>	<b>158,395.08</b>	<b>174,948.34</b>	<b>-16,551.26</b>	<b>90.54 %</b>
Postage and Delivery	1,438.96	2,700.00	-1,261.04	53.28 %
Preservation Supplies	2,404.32	3,600.00	-1,195.68	66.79 %
Printing and Reproduction	424.94	2,000.00	-1,575.06	21.25 %
Professional Fees	11,104.95	10,500.00	604.95	105.76 %
Program Expense	1,325.04	7,500.00	-6,174.96	17.67 %
Purchases	91.74	800.00	-708.26	11.47 %
QuickBooks Payments Fees	23.89	100.00	-76.11	23.89 %
Reconciliation Discrepancies	-60.00		-60.00	
refund	-6.00		-6.00	
Repair/Maintenance-Non-Building	2,323.00	400.00	1,923.00	580.75 %
Travel Expense	2,801.48	3,694.66	-893.18	75.83 %
Uncategorized Expenditure	38.99		38.99	
<b>Total Expenditures</b>	<b>\$361,896.62</b>	<b>\$355,740.34</b>	<b>\$6,156.28</b>	<b>101.73 %</b>
<b>NET OPERATING REVENUE</b>	<b>\$-24,512.32</b>	<b>\$592.36</b>	<b>\$-25,104.68</b>	<b>-4,138.08 %</b>
Investment Revenue	19,199.56		19,199.56	
<b>Total Other Revenue</b>	<b>\$19,199.56</b>	<b>\$0.00</b>	<b>\$19,199.56</b>	<b>0.00%</b>
<b>NET OTHER REVENUE</b>	<b>\$19,199.56</b>	<b>\$0.00</b>	<b>\$19,199.56</b>	<b>0.00%</b>
<b>NET REVENUE</b>	<b>\$-5,312.76</b>	<b>\$592.36</b>	<b>\$-5,905.12</b>	<b>-896.88 %</b>

The "Grants" line item refers to the two CARES grants received from the City of Anoka and Anoka County, as well as Legacy dollars for an oral history project. "Other income" includes \$10,000 received from Federal Cartridge to off-set costs associated with the centennial project. We were able to stay close to budget by cutting expenses in exhibits, programs, and printing. Until it's forgiven, the PPP loan remains a liability.

## REVENUE



## EXPENDITURES



**Annual Appeal**

Ralph Ballinger  
 Harry & Jeanette Blair  
 Julie Braastad  
 Carol Buelow  
 Ann & Brent Campbell  
 Elise Chan g  
 Eva Mae Cleator  
 Frank & Vivian Daly  
 Duane & Joan Dingmann  
 Robert & Marilyn  
     Douglass  
 Mike Dunlap  
 Bob & Ellyn Erickson  
 Bruce & Karen  
     Gengnagel  
 Deirdre Hagstrom  
 Kim Hogdal  
 Lara Homa  
 Florence Jacob  
 Jim Kordiak  
 Luanne Koskinen  
 Jim Kugler  
 Lynne Larson  
 George & Barbara Meyer  
 Sue Mickelson  
 David & Jeanne Minier  
 Cynthia Nelson  
 Warren & Lilly Olson  
 Mike Oslund  
 Dale Peterson  
 Dianne Rossbach  
 Judith Rufsvold  
 Laura Saastamoinen  
 Carol Schaubach  
 Joyce Schmidt  
 Karen Sivanich  
 Debra Stenerson  
 Ashley Sullivan  
 Margaret Ubl  
 Barbara Ulvin  
 Wesley & Cheryl  
     Volkenant  
 Sharon Welsh  
 Marvin & Sally West  
 Ernest Woizeschke  
 Peter Wojciechowski

James Wright  
 Chuck Zielin

**General Donations**

Janice Anderson  
 Patricia Belousek  
 Dennis & Darlene Berg  
 Sherry Boyce  
 Brookings County  
     Historical Society—  
     Museum  
 Dan Erhart  
 Mary Erickson  
 Gary & Shelby Erickson  
 Sarah Florman  
 Joe & Carlene Garrick  
 Diann Hendrickson  
 Lotus & Richard  
     Hubbard  
 Jerome & Marilyn  
     Manley  
 Diane Marsh  
 Valerie McNamara  
 Gary & Carol Melby  
 Robert & Marveen  
     Minish  
 Carol Moen  
 Mary & Scott Nolan  
 Phil & Laurie Olmon  
 Gary & Eileen Rathbun  
 Jeff Reinert  
 Joe & Barb Ridge  
 Robert Rither  
 Chad Roberts  
 Allison Schmitt  
 Jean Seaborg  
 Jill & Steve Smith  
 Elizabeth Svercl

**New Members**  
 Angela Green  
 Rob & Laurie Hanson  
 Susan Ketel  
 Phil Knutson  
 Raymond Turnquist  
 Toni Wenzell

**Artifact Donors**

Dennis Berg  
 Elizabeth Bune  
 Shirley Christenson  
 City of Columbia Heights  
 City of Lexington  
 Michael Clark  
 Denise DeMars  
 Chris & Joan Gorham  
 Diann Hendrickson  
 Lake George  
     Conservation Club  
 Arlow Lambert  
 Orville Lindquist  
 Beverly Mercil  
 Allerton Paulson  
 Dianne Pederson  
 Juanita Reed-Boniface  
 Barbara Thurston

**ACHS Sustaining Members**

Scott & Michelle  
     Hardesty  
 Lotus & Richard  
     Hubbard  
 Courtney Jones  
 Northeast Bank  
 Gina Overacker  
 Robert Rither  
 Allison & Brian Schmitt  
 Rita Warpeha  
 Melanie Weeks

**ACHS Business Members**

Anoka Knights of  
     Columbus Council  
     2018  
 Fifth Avenue Dental  
 Hammerheart Brewing  
 Hawaii Nail Spa  
 Nowthen Historical  
     Power Association  
 Peterson Shoes  
 Pierce Refrigeration  
 Rum River Restoration

### History Center Hours.

Open hours subject to change during this uncertain time. Please double check the most current open schedule on our website [AnokaCountyHistory.org](http://AnokaCountyHistory.org)

### ACHS Board Meetings

Second Thursday of each month. 6 p.m. via Zoom  
Open to membership and the public. Find link to attend digitally at [AnokaCountyHistory.org](http://AnokaCountyHistory.org) on the calendar.

## ELECTION INFO

*Every year about this time, the dreams of the Anoka County Historical Society Board of Directors turn to the closing of one year and the opening of another. An indication of this is planning for the annual meeting in May when new members of the board are installed.*

*Serving on a nonprofit board of directors carries with it the heady responsibility of setting the strategic course for the organization, maintaining financial stewardship and committing volunteer time to ensure goals are met. That weight also comes with the ability to think big, imagine an interesting future for ACHS and put those innovations into place for future patrons.*

*Recently, the directors rewrote the mission and values statement to reflect a focus on documenting history as it occurs AND preserving the past that already happened. The board decided part of that invitation was expanding who could participate in the committees by removing the assumption it was for board members only. Now, as we not only search for new board members, we can also put out a call for volunteers interested in serving on one of four governance committees: Engage, Define Identity, Gather, and Management.*

*With this new set point in place, we heartily invite you to push your table up next to ours and bring all you are to the world of local history. Please contact ACHS to learn more about serving on a committee (rolling deadline) or to be listed on the ballot for one of the open positions on the Board of Directors (deadline March 19).*



# Thank you for your support!





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SPRING 2021

# The Achiever

ACHIEVE SERVICES' QUARTERLY NEWSLETTER

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Winter Fundraising Event



The Achiever is published quarterly by Achieve Services, Incorporated, a non-profit day training and habilitation service provider. Achieve Services creates innovative opportunities to inspire people with disabilities, enabling every participant to lead a meaningful-self-determined life.

Find us and follow us on social media



## Connecting Virtually



Jenni Muller and Tami Hagen at 2019 Spring Gala



Social Skills Meeting on Zoom

You may recognize Jenni if you've attended an Achieve Services' fundraising event. She wheels around with a big smile selling raffle tickets. Jenni is one of 100 participants who has not been able to return to Achieve for in-person services.

Innovation is one of Achieve Services' four values, and the word innovative is also in our mission statement. Our staff and participants have been asked to embrace innovation this year as we navigate providing services to adults with disabilities during a pandemic.

While Jenni has not been able to return for in person services, she has fully embraced virtual services. She regularly attends social skills, Disney Fan Club, and Show and Tell. Jenni said, "That made my whole entire day!" after being able to connect with her friends and staff members who she hasn't been able to see in person for over six months.

Ralph Vossberg, behavior specialist, is in charge of coordinating Achieve's virtual services. Achieve currently hosts over 22 sessions weekly with over 35 people regularly participating in virtual services. "While we'd rather be connecting in person, virtual services have given participants an opportunity to engage with one another as well as our staff," Vossberg said, "We've celebrated birthdays on Zoom, showed off pets, and shared our feelings and frustrations about the pandemic."

### Cow Tipping Press

Thanks to a generous donation from Northeast Public Library in Minneapolis, Achieve Services will be partnering with Cow Tipping Press to offer virtual writing workshops. The workshops will take place from Feb. 10 to March 10 and culminate in an online reading of participants' published work. Be sure to follow us on Facebook for updates on this special event.

To see the full list of virtual service options at Achieve, visit our website: <https://achieveservices.org/calendar/>



Disability Services Day at the Capitol 2020

# Disability Services Day at the Capitol is March 10

Your voice is important! Disability Services Day at the Capitol is going virtual this year. Join Achieve Services and other disability service providers and advocacy groups from all over Minnesota on Tuesday, March 10. It's free to register and attend a virtual rally starting at 10:00 a.m. followed by individual legislator meetings. There will also be a "social media storm" starting at 10:30 a.m. to make sure the voices of people with disabilities are amplified!

For all of the details and to register to receive updates, visit: <https://www.disabilityservicesday.com/>



Tom and Brad at Disability Services Day 2020

## Years of Service Celebration

Each year, we host an event to recognize participants who are celebrating milestone anniversaries with Achieve. Once again, we had to flex our creative muscles to shift to a virtual format to recognize these important achievements. Participants and their families as well as staff joined us on Zoom as Program Specialist Steve Simmons shared a special tribute to each individual being honored.

**Congrats to the following participants for over 20 years of service at Achieve!**

**45 years**



**Gary Eckardt**

**40 years**



**Michael Belden**

**35 years**



**Robert Boggs**

**25 years**

**Kelly McAlpin  
Chad Peterson  
Barbara Zimmer**

**20 years**

**Laura Glauner  
Daniel O'Connor  
Kristina Svanda  
Steven Windhauser**



# Superhero Spring Gala

**Scheduled for  
May 14**

Thank you to everyone who participated in Achieve's first ever Virtual Gala in September. We were able to surpass our goal and raise over \$240,000 to safely resume in person services, expand virtual services, and retain our superhero staff.

**We are currently making plans for this year's event, which is scheduled to be a hybrid event on Friday, May 14.**

**The event will take place from 5 – 9 p.m. at Bunker Hills (Coon Rapids) or wherever you have internet access!** The event will feature an impactful and engaging program emceed by John and Miles and LeTourneau with opportunities to bid on auction items or make a donation to directly support Achieve. We will once again be celebrating the superhero that exists within us all.

Sponsorship opportunities are available and include a table for 8 at the in person event. Individual in person tickets are \$100 and include dinner, or you can participate virtually at no cost. Learn more at: [one.bidpal.net/AchieveGala2021](https://one.bidpal.net/AchieveGala2021) or give us a call at (763) 717-7801.



## Thank you to our Sponsors

(as of 2/1):

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**SILVER SPONSORS:**

**2<sup>nd</sup> Century Bank**

Sandy Crawford &  
Scot Irlbeck  
Jameson Crawford



**Do you have an item or service you'd be willing to contribute to this year's Gala?**

We are looking for unique and exciting items that will inspire people to bid high and often! Here are some ideas of items that have been popular at other virtual events:

- \* Dinners for 6-8 people prepared by a local chef
- \* Local trips/getaways or private cabins
- \* Virtual experiences such as online classes or subscription to a streaming service
- \* Home delivery: floral, wine/spirits, meals, coffee, dessert, etc.
- \* Restaurant gift cards or gift cards to other local businesses
- \* Home improvement or landscaping packages

If you have something you're willing to donate, please email us at [info@achieveservices.org](mailto:info@achieveservices.org) or call 763-717-7801.

## TEAM ACHIEVE WELCOMES NJABULO DIJEH!

Njabulo “NJ” Dijeh joined Team Achieve in October as Human Resources Director. NJ is responsible for recruiting, onboarding, training, and retaining Achieve’s superstar staff.



Njabulo Dijeh

NJ has 5 years of human resources experience working with home care and community-based organizations. Prior to joining Team Achieve, she worked with Mental Health Resources, a non-profit organization that provides community-based social services to adults recovering from mental illness and substance use disorders.

NJ is certified as a Society for Human Resource Management Certified Professional (SHRM-CP) and has a Master of Arts in Human Resource Management from St. Mary’s University of Minnesota.

### FUN FACT ABOUT NJ:

She speaks three of the Bantu languages spoken in Southern Africa: Siswati, Zulu, and Xhosa. Xhosa is the language they speak in the Black Panther movie. NJ’s home country has only 1.1 million people, which is smaller than the Twin Cities population.

# Dance At Your Own Risk Releases 8th Album – Virtually

Dance At Your Own Risk (DAYOR) has not let the pandemic stop them from making music. The band’s 8th album – *Happy Holidays From Achieve Services 2020* – released in December and can be streamed wherever you listen to music (Spotify, iTunes, YouTube). The album features 14 tracks with lyrics written by DAYOR members.



DAYOR Album Cover

Training Specialist and DAYOR Producer Joe Loskota hosted a virtual release party on December 18, which featured live performances from some of the band members. Josh Larson and Brian Chong, along with Joe, were also featured on KFAI Radio’s Disability and Progress show on January 14. Josh continues to be inspired as he engages with Achieve virtually. He’s written 21 more songs since the album released!

Visit our website for a link to the album and KFAI interview:  
<https://achieveservices.org/news-events/>



Anna and Joe



Anna singing



Katya singing



Steve, Pete, and Tom visiting Kelly at home



Abby watching the Virtual Gala

## From our CEO

It probably comes as no surprise that 2020 has been a challenging year at Achieve Services. Individually and collectively we have weathered a pandemic and growing disparities that continue to impact our lives today. We, however, have a lot to be grateful for and reasons to be hopeful for the future.



Tom Weaver

I want to take a moment to recognize some of our accomplishments from last year, and the folks that went out of their way to support us during a difficult time:

- Big thank you to Senators Jim Abeler and John Hoffman for their tireless advocacy in the legislature that resulted in relief funding for disability service providers like Achieve during the third special session.
- Our Gala Chair Pam Deal led our efforts to pivot to a virtual gala, which exceeded our goal by over \$40,000. We also had so many donors who increased their gifts, made additional gifts, or made new gifts to Achieve in 2020 to provide critical financial support.
- We added a new job site at Ceramic Industrial Coatings and were able to resume 17 out of 24 community-based job sites after our COVID closure.

- We added virtual services to engage with participants who have not been able to return for in person services. Currently, 93 of 190 participants were able to return by year end to center and community-based employment.
- We introduced our new logo and launched a new website.
- Dance At Your Own Risk received a MOHR Life Enrichment Award and released their 8th album – virtually!

As we look to the future, we are in the process of hiring an employment specialist/job developer who will help people with disabilities find individualized, competitive employment in the community. We already have participants identified who will be a good fit for this type of employment. This position was partially funded by a grant we received from the Otto Bremer Trust.

We are also working with the MN Department of Human Services (DHS) to develop a sustainability plan as part of a grant we received to recover the loss from the rate system changes that took effect in 2019. As part of this plan, we will be evaluating our business model and learning from other providers how we can be more efficient while still providing the quality services our participants deserve.

Participants and staff are starting to receive the vaccine, and we look forward to continuing to welcome folks back to in person services.

Thank you for your continued investment in Achieve Services and commitment to helping people with disabilities lead meaningful, self-determined lives.



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## BOARD OF DIRECTORS

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John Bennett  
Pam Deal  
Susan Holden  
John LeTourneau  
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Jennifer Dieter  
DEVELOPMENT DIRECTOR  
Njabulo “NJ” Dijeh  
HUMAN RESOURCES DIRECTOR  
Carol Donahoe – PROGRAM DIRECTOR  
Cassie Derner  
PROGRAM SUPERVISOR  
Jessica Kottsick  
PROGRAM SUPERVISOR  
Jim Rooker – PROGRAM SUPERVISOR

## WINTER FUNDRAISING EVENT



Volunteers from TPAC helped us weigh and package nuts for our annual winter fundraiser. Nuts were available at all Village Bank locations and through Achieve’s website. We quickly sold out and were able to raise over \$4,000! Thank you to everyone who purchased nuts to support Achieve!



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