

CITY COUNCIL REGULAR AGENDA MONDAY, AUGUST 04, 2025 CITY HALL at 7:00 PM

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PLEDGE OF ALLEGIANCE
- 4. ADDITIONS OR CORRECTIONS TO AGENDA
- 5. DISCUSSION FROM THE FLOOR
- 6. CONSENT AGENDA
 - A. Approval of Minutes July 21, 2025 City Council Meeting Minutes
 - B. Resolution 25-31 Accepting Donation from Carol J. Uecker and William Tjosvold for Police Department
 - C. Review and Acknowledgement of Annual Data Practices Compliance
 - D. Approval of 2026 North Metro Telecommunications Commission Budget
 - E. Approval of Business License
 - F. Approval of Public Wight of Way Application Xcel Energy 1105 83rd Avenue NE
 - G. Approval of Public Right of Way Application Xcel Energy 1011 83rd Avenue NE
 - H. Approval of Public Right of Way Application Xcel Energy 8347 Lakewood Drive NE
 - I. Approval of Public Right of Way Application Xcel Energy 1110 Manor Drive NE
 - J. Approval of Public Right of Way Application TAK (Comcast) 1164 79th Avene NE
 - K. Sign Permit

7. DEPARTMENT REPORTS

- A. Public Works Report
- B. Code Enforcement Report
- C. Parks and Recreation Report

8. ORDINANCES AND/OR RESOLUTIONS

9. NEW BUSINESS

- A. Approval of Contract with Brycer, Implementing the Compliance Engine Cloud Based Inspection Reporting System
- B. Award Terrace Park Athletic Court Repair Project
- C. GreenStep Cities Road Sign Purchase

10. REPORTS

- A. Attorney Report
- B. Engineer Report
- C. Administrator Report

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

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

RULES FOR DISCUSSION FROM THE FLOOR AND PUBLIC HEARINGS

DISCUSSION FROM THE FLOOR

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

PUBLIC HEARINGS

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

The following format will be used to conduct the hearing:

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

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

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

OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council Regular was held on July 21, 2025 at the City Hall, at 7:00 PM.

1. CALL TO ORDER

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

2. ROLL CALL

MEMBERS PRESENT
Councilmember Wendling
Councilmember Barbara Goodboe-Bisschoff
Councilmember Lisa Dircks
Mayor Robert Nelson

MEMBERS ABSENT

Councilmember April Moran

STAFF PRESENT

Building Official Jeff Baker, Police Chief Josh Antoine, Recreation Director Anne Scanlon, City Administrator Daniel Buchholtz

VISITORS

Donna Eiler	8301 Pierce Street NE	Spring Lake Park MN
Rachel Eiler	8301 Pierce Street NE	Spring Lake Park MN
Gene Eiler	8301 Pierce Street NE	Spring Lake Park MN

3. PLEDGE OF ALLEGIANCE

4. ADDITIONS OR CORRECTIONS TO AGENDA - None

5. DISCUSSION FROM THE FLOOR

Donna Eiler, 8301 Pierce Street NE addressed several concerns regarding code enforcement and neighborhood quality in Spring Lake Park. She expressed frustration with a lack of action on issues she's reported, including overgrown lawns, dead trees, trash, and discarded furniture on her street, specifically noting properties at 8330 and 8340 Pierce Street. She said that despite previous calls and conversations with a council member, the problems persist.

Ms. Eiler urged that not only residents but also elected officials be held accountable for adhering to city codes and setting a proper example for the community. She also discussed problems related to the duplexes at 8350 and 8352 Pierce Street, noting that although neighbors were told they would not be rentals, they now appear to function as halfway houses.

She mentioned disruptive behavior by individuals in the area and asked about the terms of the rental agreements.

Ms. Eiler emphasized that many homes citywide are in visible disrepair, negatively affecting the overall appearance and morale of the community. She stressed the importance of consistent enforcement of city codes to maintain property standards and community pride.

Ms. Eiler raised concerns about the nearby collision center operating on weekends, particularly Sundays, despite previous statements to the contrary. She cited noise and paint fumes as ongoing nuisances affecting neighborhood livability.

Chief Antoine clarified that the properties in question on Pierce Street are not halfway houses but rather group homes, which typically serve individuals with medical or mental health needs, not those transitioning from jail or prison. He assured residents that if they witness disruptive behavior—such as someone yelling in the street—they should not hesitate to contact the Police Department. He stated that officers will respond promptly, work to return the individual to the residence, and communicate with the homeowner or managing company to address ongoing behavior issues.

Chief Antoine explained that residents can also report local business operating outside permitted hours (such as weekends). He said officers will document the incident, file a report, and refer it to code enforcement, which can then issue citations if warranted. He noted that specific restrictions on a business's operating hours would need to be confirmed with the City's Building Inspector.

Ms. Eiler asked about the article in the newsletter concerning homeowners being contacted about dead and dying trees on their property. She asked how was the issue going to be enforced?

City Administrator Buchholtz informed the Council that the City Forester, who also serves as the Public Works Director, will be conducting inspections to identify hazardous trees, with priority given to those posing immediate danger. He noted that while the current focus is on these priority removals, all dying Ash trees throughout the city will eventually need to be removed. He also mentioned that the city is nearly finished with its removal efforts for City Boulevard trees.

6. CONSENT AGENDA

- A. Approval of Minutes July 7, 2025 City Council Work Session Minutes
- B. Approval of Minutes July 7, 2025 City Council Meeting Minutes
- C. Approval of May Claims List General Disbursement #25119 \$724,115.64
- D. Revenue and Expense Report June 30, 2025
- E. Resolution 2025-30, Accepting Donation from Keith Schweiger for Police Department Flock Camera Program

- F. Contractor's Request for Payment No. 1 2025 Street Seal Coat and Crack Repair \$20,754.65
- G. Approval of Public Right of Way Application Xcel Energy 589 Rosedale Road NE
- H. Approval of Public Right of Way Application Xcel Energy 8001 Madison Street NE
- I. Contractor's Licenses
- J. Sign Permit

Chief Antoine stated that he would like to recognize Keith Schweiger, owner of Perfect 10 Auto Sales, for his continued partnership with the Police Department over the past three years. He said that Mr. Schweiger's contributions have helped the Police Department purchase two electric bikes for the bike patrol and, more recently, supported the installation of Flock Cameras at County Road 10 and Osborne Road.

Chief Antoine stated that the Police Department truly appreciates Mr. Schweiger for his ongoing support of the community's safety.

Motion made by Councilmember Wendling to approve the Consent Agenda.

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

7. DEPARTMENT REPORTS

A. <u>Code Enforcement</u>

Building Official Baker reported that the Code Enforcement Department did 143 inspections and issued 8 administrative citations. He said that most increases in noncompliance were from commercial businesses.

Building Official Baker stated that the department is exploring a web-based compliance engine that streamlines fire and sprinkler reporting. He stated that there would be no direct cost to the City, but some cost would be coming from businesses and inspection companies.

Mr. Nelson inquired about the cost to businesses for the new software program. Building Official Baker stated that the cost per business would be \$25.00 per fire suppression or alarm system annually for the automated tracking and reporting of required inspections.

B. Police Report

Chief Antoine reported that the Police Department responded to 783 calls for service in June 2025 compared to 825 calls for service for the month of June 2024. He stated that Investigator Bennek handled 27 cases for the month of June, 26 felonies and 1 misdemeanor. He stated that Investigator Bennek is still monitoring 5 forfeiture cases and working alongside the auto theft task force. Chief Antoine stated that School Resource

Officer Imig's annual report shows that he took 82 reports at the school, had 73 student contacts, 207 escorts and other calls, and 70 follow-up investigations.

Chief Antoine stated that the Department successfully supported the Tower Days Parade with 43 volunteers from neighboring agencies. He expressed his gratitude to partner departments for their assistance.

Mayor Nelson inquired about the number of block parties are registered. Chief Antoine reported that 6 parties have preregistered for Night to Unite.

C. Parks and Recreation Report

Director Scanlon thanked everyone involved in Tower Days, noting strong support from sponsors, volunteers, council members, SBM Fire, and police officers, which made the event a success despite some challenging weather. She highlighted new volunteers who expressed interest in returning next year. Director Scanlon stated that Recreation Supervisor Waddell completed her first extended trip around Lake Michigan. Director Scanlon stated that she met with the Spring Lake Park High School Leadership Academy to encourage student involvement on city commissions and committees. She stated that the summer programs, including the Able Park drop-in program, Panther, and Munchkins, are off to a great start with excellent leadership staff and strong community participation.

8. ORDINANCES AN/OR RESOLUTIONS - None

9. **NEW BUSINESS**

A. Approval of School Resource Officer Agreement

Chief Antoine reminded the City Council about the renegotiated contract with the school for the School Resource Officer to comply with the new state statute. He said that part of that agreement requires annual renewal. He noted that the contract amount matches \$108,490.67 for 170 days of the resource officer being at the school. Chief Antoine noted that the contract is the same as last year, however going forward only the Superintendent will sign the contract annually.

Chief Antoine is requesting approval of the School Resource Officer contract.

Motion made by Councilmember Wendling for Approval of School Resource Officer Agreement.

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

10. REPORTS

- A. Attorney's Report None
- B. Engineer's Report

Report accepted as presented.

C. Administrator Report – None

11. OTHER

Councilmember Dircks stated the Pokémon with the Police event took place on Sunday, July 20. She thanked Officer Imig, Crack and Hits, Hy-Vee and the Blaine/Fridley/Spring Lake Park RAID group for sponsoring and helping organizing the event. She stated the event had a turnout of 25 people. Councilmember Dircks also thanked the Parks and Recreation staff for their assistance in organizing and promoting the event on social media.

A. <u>Closed Session – Discuss Labor Negotiation Strategy Pursuant to Minn. Stat 13D.03, Subd.</u> 1(b)

Motion made by Councilmember Goodboe-Bisschoff to adjourn the meeting for a closed session.

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

Meeting closed at 7:33 PM.

Meeting Reconvened at 7:42 PM

Administrator Buchholtz stated that the City Council had adjourned to a closed session held pursuant to Minnesota Statute 13D.03, Subdivision 1(b), to discuss labor negotiation strategy. He stated staff provided the Council with an update on the status of labor negations and received direction.

23. ADJOURN

Motion made by Councilmember Wendling to adjourn.

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

The meeting was adjourned at 7:50 PM.

	Robert Nelson, Mayor
Attest:	
Daniel R. Buchholtz, Administrator, Clerk/Treasurer	



Memorandum

Date: August 3rd, 2025

To: Mayor and City Council

Re: Resident Donation

Mayor and City Council Members,

On 7/21/2025 I received a note from Carol J Uecker and William Tjosvold. They are residents of Spring Lake Park and wanted to thank the department for assisting them on some calls over the last few years. They thanked the police department for their commitment to the community and enclosed a \$100.00 donation to the police department.

I am respectfully requesting that the City Council formally accept the generous donation of \$100.00 from Mrs. Carol K Uecker and William Tjosvold. We will be using the donation for future equipment needs.

Thank you for your consideration.

Thank you, Chief Josh Antoine

CITY OF SPRING LAKE PARK, MINNESOTA

RESOLUTION NO. 25-31

A RESOLUTION ACCEPTING A DONATION FROM CAROL J. UECKER AND WILLIAM TJOSVOLD

WHEREAS, Carol J. Uecker and William Tjosvold, residents of Spring Lake Park, have expressed their gratitude to the Spring Lake Park Police Department for their assistance on various calls over the past few years; and

WHEREAS, Carol J. Uecker and William Tjosvold have conveyed their appreciation for the Police Department's ongoing commitment and dedication to the community; and

WHEREAS, they have generously donated \$100.00 to the Spring Lake Park Police Department as a token of their appreciation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Spring Lake Park, Anoka County, Minnesota, that the donation of \$100.00 from Carol J. Uecker and William Tjosvold is hereby gratefully accepted.

BE IT FURTHER RESOLVED that the City Council extends its sincere appreciation to Carol J. Uecker and William Tjosvold for their support and recognition of the valuable work performed by the Spring Lake Park Police Department.

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The foregoin	g resolution was moved	for adoption by	
Upon roll cal	ll, the following voted a	ye	
And the follo	owing voted nay:		
Whereupon t	he Mayor declared said	resolution duly passed and	adopted this day of August 2025.
			Robert Nelson, Mayor
ATTEST:			

Daniel R. Buchholtz, Administrator



Memorandum

To: Mayor Nelson and Members of the City Council

CC: Daniel Buchholtz, Administrator, Clerk/Treasurer

From: Wanda Brown, Deputy City Clerk

Date: July 23, 2025

Subject: Annual Reporting of the City of Spring Lake Park Data Practice Policy

As required by the Minnesota Government Data Practices Act (MGDPA) and in accordance with the City of Spring Lake Park's Data Practices Policy, staff has completed the annual review and reporting process for data practices compliance. This review ensures that the City's procedures for responding to public data requests, classifying data, and maintaining data security remain current and consistent with state law.

The annual reporting includes an inventory of not public data, updates to designated data practices responsible authorities, and verification that all required public postings and forms are accurate and accessible. No significant changes were needed to the policy this year, but staff continues to monitor legislative updates and best practices to ensure ongoing compliance.

This memo serves to inform the Mayor and City Council of the completion of the annual reporting requirement. Should any changes to the policy be necessary in the future, they will be brought before the Council for review and approval.

Please do not to hesitate to contact me with any questions or if you require additional details regarding the City's Data Practices Policy or reporting process at 763-784-6491.



City of Spring Lake Park Data Practices Policy

- I. Responsible Authority and Compliance Official. The data practices compliance official is the designated employee of the government entity to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices issues. The City Council has appointed Daniel Buchholtz, Administrator, Clerk/Treasurer, as the City's Responsible Authority and the Compliance Official for the Act. The people listed in Appendix A have been appointed as Responsible Authority Designees to assist in complying with the Act.
- II. Government Data Generally Accessible to the Public. "Government Data" means all data collected, created, received, maintained or disseminated by the City regardless of its physical form, storage media or conditions of use. Government Data is public data and is generally accessible by the public according to the terms of the Minnesota Government Data Practices Act (MGDPA), unless it is specifically classified differently by the MGDPA or other law, and may be subject to a fee. The MGDPA classifies categories of Government Data that are not generally accessible to the public as follows:
 - "Confidential data on individuals" is inaccessible to the public or to the individual subject of the data.
 - *Private data on individuals" is inaccessible to the public, but is accessible to the individual subject of the data.
 - Protected nonpublic data" is data not on individuals that is inaccessible to the public or the subject of the data, if any.
 - *Nonpublic data" is data not on individuals that is inaccessible to the public, but accessible to the subject of the data, if any.
- **III.** Access to Public Data. All data maintained by the City is public unless there is a specific statutory designation which gives it a different classification.
 - A. People Entitled to Access. Any person has the right to inspect and copy public data. The person also has the right to have an explanation of the meaning of the data. The person does not need to state his or her name, provide identification or give the reason for the request (MS 13.05, subd. 12). To fulfill the request, the representative of the City may ask questions to clarify the request and may use the form contained in this policy as Exhibit B. The City must determine whether it maintains the requested data. The City is not required by the Minnesota Government Data Practices Act to provide data that it does not maintain, nor is the City required to produce data in a new format.
 - **B.** Form of Request. The request for public data may be verbal or written. The City will consult with its attorney in preparing a response to a request for data relating to litigation.
 - C. Time Limits. Requests will be received and processed during normal business hours. If requests cannot be processed or copies cannot be made immediately at the time of the request, the information must be supplied as soon as reasonably possible. Standing requests will be valid for one year at which time the request must be renewed by the party making the request.

- **D. Fees.** Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data. The fee does not include time necessary to separate public from non-public data. Fees will not be charged for inspection of government data.
 - Single –Sided, Black and White, Letter or Legal-Size Documents

1-100 pages (MN Statute 13.03, subd. 3c) \$0.25 per page 101 or more pages Actual Cost (as defined below)

The *actual cost of copies* includes the cost of searching for and retrieving the data, including the cost of employee time, and for making, certifying and electronically transmitting copies of the data and/or mailing copies of the data and any other production expenses. Actual costs shall be determined by the department fulfilling the data request.

The City may require the requesting party to prepay any fees associated with a request for copies or transmission.

The Responsible Authority may also charge an additional fee if the copies have commercial value and are a substantial and discrete portion of a formula, compilation, program, process or system developed with significant expenditure of public funds. This additional fee must relate to the actual development costs of the information.

- **IV.** Access to Data on Individuals. Data about individual people is classified by law as public, private, or confidential. A list of the private and confidential information maintained by the City is attached as Exhibit C (Non-public Data Maintained by City). Information to be incorporated on forms used to collect private and confidential information is also attached as Exhibit E (Tennessen Warning).
 - A. People Entitled to Access.
 - > Public data about an individual may be shown or given to anyone.
 - > Private data about an individual may be shown or given to:
 - The individual, but only once every six months, unless a dispute has arisen or additional data has been collected.
 - A person who has been given access by the express written consent of the subject of the data. This consent must be on the form attached as Exhibit E, or a form reasonably similar.
 - People who are authorized access by federal, state or local law or court order.
 - People about whom the individual was advised at the time the data was collected. The identity of those people must be part of the Tennessen Warning.
 - People within the City staff, the City Council and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.

- Confidential information may not be given to the subject of the data, but may be shown or given to:
 - People who are authorized access by federal, state or local law or court order.
 - People within the City staff, the City Council and outside agents (such as attorneys) whose work assignments or responsibilities reasonably require access.
- B. Form of Request. Any individual may verbally or in writing inquire whether the City has stored data about that individual and whether the data is classified as public, private, or confidential.

All requests to see or copy private or confidential information must be in writing. An information disclosure request, attached as Exhibit F, must be completed to document who requests and who receives this information. The Responsible Authority or Designee must complete the relevant portions of the form. The Responsible Authority or Designee may waive the use of this form if there is other documentation of the requesting party's identity, the data requested, and the City's response. A response to a request for data relating to litigation will be made after consultation with the City Attorney.

The City is not required to provide information verbally over the telephone. The City may provide information by fax or e-mail, at its own discretion. The City is not required to provide information in any specific format, except that if the data is maintained in electronic format and is requested to be in electronic format, then it must be provided in that medium. This does not mean that the city will provide the data in an electronic format or program that is different from what the city has. Requests for names and addresses of residents must be made in person or in writing.

- **C. Identification of Requesting Party.** The Responsible Authority or Designee must verify the identity of the requesting party as a person entitled to access. This can be done through personal knowledge, presentation of written identification, comparison of the data subject's signature on a consent form with the person's signature in City records, or other reasonable means.
- **D. Time Limits.** Requests will be received and processed during normal business hours. The response must be immediate, if possible, or within 10 days (excluding Saturdays, Sundays and legal holidays) if an immediate response is not possible (M.S. 13.04 subd. 3).
- **E. Fees.** Fees may be charged in the same manner as for public information.
- F. Summary Data. Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristic that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority or Designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority or Designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the

Responsible Authority or Designee must notify the requester of the anticipated time schedule and the reasons for the delay.

Summary data may be prepared by "blacking out" personal identifiers, cutting out portions of the records that contain personal identifiers, programming computers to delete personal identifiers, or other reasonable means.

The Responsible Authority may authorize an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private or confidential data. The Responsible Authority may use the form attached as Exhibit F.

- **G. Juvenile Records.** The following applies to private (but not confidential) data about people under the age of 18.
 - ➤ Parental Access. In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile subject. "Parent" means the parent or legal guardian of a juvenile data subject, or individual acting as a parent or legal guardian in the absence of a parent or legal guardian. The parent is presumed to have this right unless the Responsible Authority or Designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.
 - Notice to Juvenile. Before requesting private data from juveniles, City personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit H.
 - ▶ Denial of Parental Access. The Responsible Authority or Designee may deny parental access to private data when the juvenile requests this denial and the Responsible Authority or Designee determines that withholding the data would be in the best interest of the juvenile. The request from the juvenile must be in writing stating the reasons for the request. In determining the best interest of the juvenile, the Responsible Authority or Designee will consider:
 - Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences;
 - Whether denying access may protect the juvenile from physical or emotional harm;
 - Whether there is reasonable grounds to support the juvenile's reasons; and
 - Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor. The city complies with all HIPPA requirements.

The Responsible Authority or Designee may also deny parental access without a request from the juvenile under Minnesota Statutes Section 144.335.

V. **Denial of Access.** If the Responsible Authority or Designee determines that the requested data is not accessible to the requesting party, the Responsible Authority or Designee must inform the requesting party orally at the time of the request or in writing as soon after that

as possible. The Responsible Authority or Designee must give the specific legal authority, including statutory section, for withholding the data. The Responsible Authority or Designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

VI. Collection of Data on Individuals. The collection and storage of information about individuals will be limited to that necessary for the administration and management of programs specifically authorized by the state legislature, city council, or federal government.

When an individual is asked to supply private or confidential information about the individual, the City employee requesting the information must give the individual a Tennessen warning. This warning must contain the following:

- The purpose and intended use of the requested data
- Whether the individual may refuse or is legally required to supply the requested data;
- Any known consequences from supplying or refusing to supply the data; and
- The identity of other persons or entities authorized by state or federal law to receive the data.

A Tennessen warning is not required when an individual is requested to supply investigative data to a law enforcement officer.

A Tennessen warning may be on a separate form or may be incorporated into the form which requests the private or confidential data. See Exhibit E.

VII. Challenge to Data Accuracy. An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days, the Responsible Authority or Designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that the Authority believes the data to be correct.

An individual who is dissatisfied with the Responsible Authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under Minnesota Statutes Chapter 14. The Responsible Authority will correct any data if so ordered by the Commissioner.

VIII. Data Protection.

A. Accuracy of Data.

- All employees will be requested, and given appropriate forms, to provide updated personal information to the appropriate staff person, which is necessary for tax purposes, insurance coverage, emergency notifications, and other personnel purposes. Other people who provide private or confidential information will also be encouraged to provide updated information when appropriate.
- Department Heads should periodically review forms used to collect data on individuals to delete items that are not necessary and to clarify items that may be ambiguous.
- All records must be disposed of according to the City's records retention schedule.

B. Data Safeguards.

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
- Private and confidential data must be kept only in City offices, except when necessary for City business.
- Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private and confidential information. These employees will be instructed to:
 - not discuss, disclose or otherwise release private or confidential data to City employees whose job responsibilities do not require access to the data;
 - not leave private or confidential data where non-authorized individuals might see it;
 - securing not public data within locked work spaces and in locked file cabinets;
 - password protecting employee computers and locking computers before leaving workstations; and
 - shred private or confidential data before discarding, or dispose through confidential locked recycling;
- When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act. The City may include in a written contract the language contained in Exhibit G.
- The City will utilize the penalties for unlawful access to not public data as provided for under Minnesota Statutes Section 13.09. Penalties include suspension without pay, dismissal of the public employee or referring the matter to the appropriate prosecutorial authority who may pursue a criminal misdemeanor charge.

EXHIBIT A LIST OF DESIGNEES

The following persons are officially designated by the Responsible Authority as "Designees" to be in charge of individual files or systems containing government data and to receive and comply with the request for government data.

Administration

Melissa Barker Wanda Brown Kristine Pearson

Parks and Recreation

Anne Scanlon

Police Department

Josh Antoine Karen Fiske Richard Kramer

Public Works

George Linngren

Code Enforcement

Jeff Baker

EXHIBIT B CITY OF SPRING LAKE PARK REQUEST FOR PUBLIC DATA MINNESOTA GOVERNMENT DATA PRACTICES ACT

REQUESTER: Complete this form and return it to Spring Lake Park City Hall. You may submit it via e-mail at info@slpmn.org, in person or by U.S. Mail.

You do not have to provide contact information. However, if you want us to mail you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

The City of Spring Lake Park will respond to you as soon as reasonably possible.

NOTICE: You may cancel this request at any time prior to the release of information.

You may be required to pay the actual costs of making copies.

Last Name	First Name	Phone		Date
Street Address	City	State	Zip	Email
	(Be as specific as possible):		,	
DEPARTMENT	USE ONLY - Requester, plea	se do not write b	elow tl	his line.
artment		d by:		
ıest Type: 🔲 In-person, [Mail Phone E-mail			
Charged:				
	f no fee is charged enter "None"			

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

Phone: 763-784-6491, Fax 763-792-7257

EXHIBIT C CLASSIFIED DATA ACCESS REQUEST Government Data Practices Act

REQUESTER: Complete this form and return it to Spring Lake Park City Hall.

NOTICE: You may cancel this request at any time prior to the release of information. In any event, this consent form will expire 90 days after signing.

After being shown private data on individuals and informed of its meaning, this data need not be disclosed again for six months unless additional information has been collected or an action is

pending.

You may be required to pay the actual costs of making and/or compiling data.

NOTE: The subject of the data request must authorize the release of private information to the subject's agent or another agency. An "Informed Consent to Release" must be completed by the subject of the data.

Name: Last	First			M.I.		Date
Address: Street	City	State	Zip	Phone No.	E-mail	
Information Requested						
Requester's Signature: <i>If n</i>	ot the subject of the data	requested, se	e note above	Э.		
DEPARTMENT USE	ONLY - Please d	o not write	below th	nis line.		
NOTE: Reasonable identiseeking the information.	tification must be obtair	ned from the p		NOTE: If Data Subject is of information.	a minor, consult Attorney pric	or to release
Department				Handled by:		
Identification Viewed (Drive	ers License, State ID, No	tarized Reques	st)			
Requester is: Data S	ubject; Not Data	a Subject, See	NOTE above	е		
Request Type: In-per	son,Mail					
Data Classification:P	ublic,Non-Public, _	Protected N	Non-Public, _	Private,Confident	al	
Request:Approved or	Denied Authoriz	zed Signature_				
Comments: Enter any appr	ropriate remarks or comm	nents. If data a	access is der	nied, cite authority or reason		

City of Spring Lake Park 1301 81st Avenue NE Spring Lake Park, MN 55432 Phone: 763-784-6491, Fax 763-792-7257

Fees Charged (If no fee is charged enter "None"):_

EXHIBIT D INVENTORY OF NOT PUBLIC DATA

In accordance with the Minnesota Government Data Practices Act (Minnesota Statutes, Section 13.025), this inventory lists common types of data maintained by the City of Spring Lake Park that are classified as not public. This includes data classified as private, confidential, nonpublic, or protected nonpublic under state or federal law.

Process, Form or Data Type	Description (Understandable to General Public)	Data Classification	Citation for Classification	Employee Work Access
Employment Records	Employee personal data such as SSN, address, medical data, and evaluations.	Private	Minn. Stat. § 13.43	HR, Administration
Background Checks	Criminal history and driving record data used for employment or licensing decisions.	Private / Confidential	Minn. Stat. § 13.43, § 13.87	HR, Police Department
Police Investigation Files	Active investigation data, including victim identity, suspect info, and evidence details.	Confidential / Private	Minn. Stat. § 13.82	Police Department
Juvenile Law Enforcement Records	Law enforcement records involving minors.	Private	Minn. Stat. § 13.82, Subd. 2	Police Department
Attorney-Client Documents	Legal opinions, memos, and communications protected by attorney-client privilege.	Confidential	Minn. Stat. § 13.393	Administration, City Attorney
Security System Plans	Building alarm systems, access controls, and sensitive	Protected Nonpublic	Minn. Stat. § 13.37	Administration, Public Works

	infrastructure layouts.			
Utility Billing Assistance Forms	Applications for financial relief or hardship related to utility bills.	Private	Minn. Stat. § 13.46	Finance, Administration
Permit & License Applications	Personal or business information submitted for permits or licenses.	Private	Minn. Stat. § 13.41	Administration, Police Department (if applicable)
Recreation Registration Forms	Participant names, emergency contacts, and medical information for youth programs.	Private	FERPA / Minn. Stat. § 13.46	Parks & Recreation, Administration
Business Subsidy Applications	Confidential business financials or proprietary data submitted for economic development.	Nonpublic / Protected Nonpublic	Minn. Stat. § 13.37	Administration, Finance, Economic Development
Absentee Ballot Lists (Pre-Election)	Names and ballot status of voters before election day.	Nonpublic	Minn. Stat. § 203B.12	Administration, Election Staff
Social Service Inquiries	Personal information submitted by residents seeking rental or financial assistance.	Private	Minn. Stat. § 13.46	Administration, Housing Staff
Security Camera Footage (Investigations)	Surveillance video used in active law enforcement or building security cases.	Private / Confidential	Minn. Stat. § 13.82, § 13.37	Police Department, Administration

Internal Complaint	Data related to	Private	Minn. Stat. §	HR, Administration
Investigations	employee		13.43	
	complaints and			
	disciplinary			
	reviews before			
	final disposition.			

Exhibit E CITY OF SPRING LAKE PARK DATA PRACTICES ADVISORY (Tennessen Warning)

Some or all of the information that you are asked to provide on the attached form is classified by state law as either private or confidential. Private data is information which generally cannot be given to the public but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is:		
You \square are / \square are not legally required to provide this information. If you refuse to supply the		
are for regains required to provide this information. If you refuse to supply the		
information, the following may happen:		
Other persons or entities who are authorized by law to receive this information are:		
Your signature on this form indicates that you understand this advisory.		
X		
Signature		

EXHIBIT F CITY OF SPRING LAKE PARK CONSENT TO RELEASE PRIVATE DATA

l,	authorize the City of Spring Lake Park ("City") to release
the following private data about me:	
to the following person or people.	
to the following person or people:	
The person or people receiving the private data ma	y use it only for the following purpose or purposes:
This authorization is dated	
The expiration cannot exceed one year from the date of the authorization life insurance or non-cancelable or guaranteed renewable health insurance or non-cancelable or non	on, except in the case of authorizations given in connection with applications for nee and identified as such, two years after the date of the policy.
I agree to give up and waive all claims that I might h	nave against the City, its agents and employees for
releasing data pursuant to this request.	
	XSignature
	Signature
Identity verified by:	
$\hfill \square$ Identification: Driver's License, State ID, Passpor	t, other:
☐ Comparison with signature on file	
☐ Other:	
Responsi	ble Authority/Designee:

EXHIBIT G CITY OF SPRING LAKE PARK GOVERNMENT DATA ACCESS AND NONDISCLOSURE AGREEMENT

1.	AUTHORIZATION. City of Spring Lake Park ("City") nereby authorized				
	, ("Authorized Party") access to the following				
	government data:				
2.	PURPOSE . Access to this government data is limited to the objective of creating summary data for the following purposes:				
3.	COST. (Check which applies)				
	☐ The Authorized Party is the person who requested the summary data and agrees to bear the City's cost associated with the preparation of the data which has been determined to be \$				
	☐ The Authorized Party has been requested by the City to prepare summary data and will be paid a reasonable fee.				
4.	SECURITY. The Authorized Party agrees that it and any employees or agents under its control must protect the privacy interest of individual data subjects in accordance with the terms of this Agreement.				
	The Authorized Party agrees to remove all unique personal identifiers which could be used to identify any individual from data classified by state or federal law as non-public which is obtained from City records and incorporated into reports, summaries, compilations, articles or any document or series of documents.				
	Data contained in files, records, or other storage media maintained by the City are the City's property and are not to leave the City's custody. The Authorized Party agrees not to make reproductions of any data or to remove any data from the site where it is provided, if the data can in any way identify an individual.				

No data which is not public and which is irrelevant to the purpose state above will ever be disclosed

or communicated to anyone by any means.

		Authorized Party warrants that the following nan icipate in the collection of the data described abo			
5.	gove not p	BILITY FOR DISCLOSURE. The Authorized Party is lighternment data collection, used and maintained in the public under state or federal law. The Authorized or criminal penalties under those laws.	the exercise of this Agreement and classified as		
	harn atto ager	Authorized Party agrees to defend, indemnify, an mless from any liability, claims, damages, costs, ju rneys' fees, resulting directly or indirectly from ants, employees or assignees under this agreement norized Party's failure to fully perform in any resp	dgments, or expenses, including reasonable act or omission of the Authorized Party, its t and against all loss by reason of the		
6.	durii unde and/	INSURANCE. In order to protect itself as well as the City, the Authorized Party agrees at all times during the term of the Agreement to maintain insurance covering the Authorized Party's activities under this Agreement. The insurance will cover \$1,0000,000 per claimant for personal injuries and/or damages and \$1,000,000 per occurrence. The policy must cover the indemnification obligation specified above.			
7.		ESS PERIOD. The Authorized Party may have acco			
8.	of all reports, summaries, compilations, of documents which are created from the list be made available to the city in its entirety. Ty, all copies of reports, summaries,				
		compilations, articles, publication or any docum from the information provided under this Agree Authorized Party may retain one copy for its ow permission, except in defense of claims brough	ement must be provided to the City. The vn records but may not disclose it without City		
ΑU	THOR	RIZED PARTY:			
Ву	:		Date:		
	-	Title (If Applicable):			
CIT	Y OF	SPRING LAKE PARK			
Ву	!	-	Date:		
	,	Administrator, Clerk/Treasurer			

EXHIBIT H CITY OF SPRING LAKE PARK NOTICE TO PERSONS UNDER AGE OF 18

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concerns medical, dental, or other health services provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO:	Date:
BY:	
	(Title)
Request to With	hold Information
I request that the following information:	
Be withheld from:	
Forthernman	
For these reasons:	
I have received and reviewed this notice:	
Date of Birth:	
Print Name	 Signature

Exhibit I SAMPLE CONTRACT PROVISION

Data Practices Compliance. Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this contract. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Contractor agrees to defend and indemnify the City, its elected officials and employees, from any claim, liability, damage or loss asserted against the City, its elected officials and employees, as a result of Contractor's failure to comply with the requirements of the Act or this contract. Upon termination of this contract, Contractor agrees to return data to the City, as requested by the City. The terms of the section shall survive termination of this contract.

EXHIBIT J STANDARDS FOR VERIFYING IDENTITY DATA PRACTICES POLICY FOR DATA SUBJECTS

The following constitute proof of identity.

- An adult individual must provide a valid photo ID, such as
 - o A state driver's license
 - A military ID
 - A passport
 - o A Minnesota ID
 - A Minnesota tribal ID
- A minor individual must provide a valid photo ID, such as
 - A state driver's license
 - o A military ID
 - A passport
 - o A Minnesota ID
 - A Minnesota tribal ID
 - o A Minnesota school ID
- The parent or guardian of a minor must provide a valid photo ID and either
 - o A certified copy of the minor's birth certificate *or*
 - A certified copy of documents that establish the parent or guardian's relationship to the child, such as
 - A court order relating to divorce, separation, custody foster care
 - A foster care contract
 - An affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as
 - Court order(s)
 - Valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

Data on Individuals Maintained by the City of Spring Lake Park August 2025

This document identifies the name, title and address of the Responsible Authority for the City of Spring Lake Park and describes private or confidential data on individuals maintained by the City of Spring Lake Park (see Minn. Stat. 13.05 and Minn. Rules 1205.1200).

This document is also part of the City of Spring Lake Park's procedures for ensuring that not public data are only accessible to individuals whose work assignments reasonably requires access (see Minn. Stat. 13.05, subd. 5). In addition to the employees listed, the City of Spring Lake Park's Responsibly Authority, Department Heads, and the City Attorney will also have access to all not public data on an as needed basis as part of a specific work assignment.

City of Spring Lake Park's Responsible Authority is:

Daniel R. Buchholtz

Administrator, Clerk/Treasurer

1301 81st Avenue NE

Spring Lake Park, MN 55432

Direct all questions about this document to the City of Spring Lake Park's Data Practices

Compliance Official (DPCO):

Daniel R. Buchholtz

Administrator, Clerk/Treasurer

1301 81st Avenue NE

Spring Lake Park, MN 55432



July 23, 2025

TO: NMTC OPERATIONS COMMITTEE

RE: APPROVAL OF 2026 NORTH METRO TELECOMMUNICATIONS COMMISSION BUDGET

Enclosed, please find for the council's review and approval the 2026 North Metro Telecommunications Commission Budget and support materials.

The Commission's operating budget for 2026 is proposed at \$1,437,597. This number represents a \$6,443 decrease over expected expenditures for 2025. The increase includes a 3% COLA increase for staff, step increases, building maintenance costs, an accounting service, and insurance costs.

Budgeted capital costs for 2025 are \$224,750. This number represents a \$6,219 decrease from the 2024 budget. Capital expenditures include video equipment for North Metro TV, office equipment, and \$100,000 to be returned to cities for capital expenditures. Additionally, if the Commission finishes the year with \$50,000 of surplus, that money will also be returned to the cities.

In total, the 2026 budget is \$12,653 lower than the 2025 budget.

Recommendation: That the Member Cities approve the 2026 Commission Budget as

recommended by the Telecommunications Commission and the

Operations Committee.

The Joint Powers Agreement states, "submitted budgets shall be deemed approved by a Member City unless, prior to October 15 preceding the effective date of the proposed budget, the Member City gives notice in writing to the Commission that it is withdrawing from the Commission."

I want to thank the Commission directors, staff, and the Operations Committee for their efforts in preparing these budgets. If you have any questions about either budget please consult with your Commission director or City Administrator.

I look forward to working with all parties, throughout the remainder of 2025, toward reaching the full potential of North Metro TV and to increase both the quality and quantity of community programming and services in 2026.

Sincerely,

Barbara Goodboe-Bisschoff

Chair, North Metro Telecommunications Commission

Enc.

2026 North Metro Telecommunications Commission Budget Talking Points

Overall Organizational Goals

- Support legislation that will update the community television funding model to better reflect current entertainment delivery trends.
- Develop educational services for internet service/devices/software usage.
- Apply for grants to fund broadband educational services.
- Grow commercial productions.
- Continue live and on-demand closed captioning.
- Comply with WCAG AA web standards.
- Continue to be responsive to cities communications needs.
- Maintain accessibility of all channels through live streaming, OTT channels, and video on demand services, 24-hours-a-day, on any device.
- Provide program playback, video transport, channel management services, video equipment maintenance and consulting services, internet streaming services for city channels, VOD libraries for meetings, meeting management software licenses and bookmarking services, program production and event coverage services, home-media transfer services, and public access to television production for our cities, schools and general public.

Estimated Fund Balance/Revenues/Expenses

- The beginning fund balances for 2026 are estimates based on previous allocations, planned spending for 2025, and estimated income.
- Estimated revenues include: Franchise fees, including the actual first quarter franchise fee payment, with anticipated reductions across quarters two through four. PEG fees based on estimated number of subscribers, throughout 2024, multiplied by the PEG fee.
- Other income includes dub fees, home movie transfers, drone, streaming and production services. Interest income is estimated conservatively based on the current market.
- Estimated expenditures include the operating expenses and capital expenses, production and office equipment, and the fee payment to the cities.
- The year end fund balances include:
 - The **Operating reserve** which is set at a minimum of 25% of the operating budget.
 - Accrued vacation, sick and comp time. The total value of owed vacation, sick, and comp time to employees.
 - The **capital equipment fund** is intended for emergency replacement of unplanned equipment failures.

- o The **vehicle replacement fund** is to cover the cost of a new fleet vehicle.
- The building repair fund is to cover major costs related to the building such as windows, roof, furnace, parking lot, AC replacement and painting, carpet replacement etc.
- o The **franchise renewal fund** is a reserve fund for the NMTC's franchise renewal process. Franchise renewal can be very expensive, with the informal negotiation process historically costing around \$200,000 across the renewal period. With the 5-year franchise extension, these funds won't be needed in the near future.

Budget

- The recommended operating budget for the organization totals \$1,443,254. This number is a \$6,443 decrease compared to last year's operating budget. Decreases were made to overall wages and benefits costs with the recommended Co-Executive Director model. Increases were made administrative costs line items. New expenses include an update to make the website meet federal accessibility requirements, along with ongoing consulting fees and educational opportunities for the Co-Executive Directors.
- Budgeted capital purchases for 2026 are set at \$224,750. Budgeted capital items include a new video player for the control room, a new router for the production truck, equipment contracts, closed captioning contracts, and closed captioning charges. The capital budget also includes routine computer/software upgrades, and software licenses, and \$100,000 in capital equipment support for cities.
- The overall 2026 capital budget is \$6,210 lower than the 2025 capital budget.
- The overall 2026 budget is \$12,653 lower than the 2025 budget.

Closing Points

- North Metro TV provides a variety of valuable services to our member cities in a very cost effective manner. These services include:
 - o Program playback and channel management.
 - o Closed captioning.
 - o Internet streaming of city meetings.
 - o Bookmarking city meetings.
 - o Podcasting city meetings.
 - o Live streaming of city channels and community channels.
 - o Provide city channels on Roku and AppleTV via NMTV app.
 - o Video equipment repair, maintenance and consulting.
 - o Drone services.
 - Video production services.
 - Meeting coverage and troubleshooting.
- The general public also benefits from the services of North Metro TV. These services include:
 - o Educational opportunities.
 - Access to professional video production tools.

- o Home Movie transfer services.
- Varied and informative programming about their community, including high school sports, local news, and city meetings.
- Future state and federal legislation could have an impact on future income sources.

North Metro Telecommunications Commission 2026 Budget Line-Item Supporting Information

Personnel

- The recommended 2026 budget follows the recommendation of The Waldron Group to move to a Co-Executive Director model and reduce one full-time staff position.
- The personnel line-item reflects a 3% COLA.
- Part-time staff includes sports and meeting coverage personnel. Employees in the part-time group are used when needed for a sports shoot or to cover a city meeting. The majority of the part-time staff qualify for PERA. They are not eligible for health benefits. Payroll taxes apply.

Benefits

- The NMTC employee benefits package has been budgeted at \$1,400.00 per FT staff per month for 2026, plus the expected PT payroll taxes and PERA costs This is \$0 more, per person/per month than was budgeted for 2025. The Member City benefits package average for 2024 was \$1,399.80.
- All indications are that the NMTC's contribution to PERA will remain at 7.5% in 2025.

Administrative Expenses

• Budgeted administrative expenses are \$2,700 higher than 2025. The increases include educational opportunities for the new Co-Executive Directors, as well as ongoing consulting from The Waldron Group.

Production Expenses

- Budgeted production expenses are \$12,800 less than 2025. The need for DVDs, Blurays, and disc cases continues to decrease, partially as a result of electronic file transfers.
- The intern budget has been decreased by \$2,000

Office Expenses

- Office expenses are budgeted at \$10,200 more than the 2025 level.
- \$10,000 of the increase is attributed to website accessibility upgrades that put us into federal compliance before the April 2027 deadline.
- Building maintenance includes the furnace/AC maintenance contract, lawn care, snow removal, carpet and window cleaning, fire inspection, and landscaping and building mechanical services.

- Building utilities include sewer, water, gas, and electric.
- Insurance includes all property, liability, crime, volunteer, vehicle, drone, and monument sign coverage.
- Office supply line-item includes all office supplies, and maintenance contracts on printers and copiers.
- The Telephone/Internet/Web Hosting line-item covers bandwidth which is required to transport signals from city hall. NMTV continues to pay a fee to house video-on-demand and streaming content on a remote server. This allows for unlimited simultaneous viewing, without a reduction in speed, or an inordinate amount of bandwidth for that purpose. The line-item also covers the wireless live transmission of sporting events and other field productions. The website maintenance contract, web hosting, telephone costs, license fees for our Roku and AppleTV apps, and the annual phone software upgrade are also included.
- Postage covers the cost of mailing dubs and equipment for contract maintenance, and other postage for the NMTC.
- Property tax is for the recycling assessment. In 2024, there was an unexpected street assessment fee in this line item.
- Building cleaning, trash, recycling, and hazardous material disposal/recycling increased \$6,000 to better reflect recent cost increases.

Capital Expenditures

- The 2026 capital budget currently includes \$108,250 for production equipment, \$8,500 for office systems and software fees, \$8,000 for HVAC improvements, and \$100,000 for city capital expenses.
- The production equipment budget includes annual system contracts, including closed captioning, a new video player for the studio, and a new router for the production truck.
- Fees back to Cities are included as a capital cost.

Summary

- The recommended 2026 Operating budget is \$6,443 lower than the 2025 budget.
- Capital equipment expenditures are budgeted at \$224,750, which is \$6,210 less than the 2025 budget.
- The 2024 HD bond payment was the final payment, and that bond has been paid off.
- It is recommended that fees returned to cities be included in capital expenditures in order to maximize fee payments in the future. This budget includes \$100,000 in fees for city capital expenditures and capital reserves.
- The overall 2026 budget is \$12,653 lower than the 2025 budget.

North Metro Telecommunications Commission 2026 FINANCIAL SUMMARY

Estimated Fund Balances/Revenues/Expenditures.

Operating Reserve	\$608,709
Accrued Vac, Sick, Comp	\$120,000
Capital Equip. Fund	\$504,155
Vehicle Replacement Fund	\$49,763
Bldg Repair Reserve	\$165,000
Franchise Renewal Fund	\$200,000
Bond Reserve	\$0

ESTIMATED REVENUES

Franchise Fees	\$972,000
PEG Fees	\$480,000
Other Income	\$55,000
Interest Income	\$48,750
Income From Reserve Funds	\$106,597

TOTAL:	\$1,662,347

ESTIMATED EXPENDITURES

Operating Expenses \$1,437,597 Capital Expenses: Equipment/Bldg \$124,750

Capital Expenses: Bond Payment \$0 Paid off in 2024

Capital Expenses: PEG Fees to Cities \$100,000

TOTAL: \$1,662,347

YEAR END FUND BALANCES		Increase(Decrease)
Operating Reserve	\$496,455	-\$106,597
Accrued Vac, Sick, Comp	\$120,000	\$0
Capital Equip. Fund	\$504,155	\$0
Vehicle Replacement Fund	\$49,763	\$0
Bldg Repair Reserve	\$165,000	\$0
Franchise Renewal Fund	\$200,000	\$0
Bond Reserve	\$0	\$0

TOTAL:	\$1,535,373	-\$106,597

2026 North Metro Telecommunications Commission Budget

	2024 ACTUAL	2025 BUDGET		2026 BUDGET	NOTES
	71010712	Budget	April Act.		
PERSONNEL					
	0.504	400.000			NIA
Executive Director (1) FT	6,564	102,909	0	-	NA NA
T Engineer/ Administrative Asst. Video Engineer (1) FT	84,348	84,660	27,025	87,200	Matt Waldron
Sports Director (1) FT	77,759	81,439	25,318	87,434	Kenton Kipp
ED/News Director (1) FT	91,526	80,113	30,112	108,850	Danika Peterson
Programming Coord. (1) FT	67,845	68,085	21,723	70,128	Michele Silvester
Special Projects Coor. (1) FT	69,613	68,085	23,472	70,128	T.J. Tronson
Municipal Producer (1) FT	60,825	61,668	19,688	63,518	Trevor Scholl
Sports Producer (1) FT	56,467	59,202	18,878	63,518	Ted Leroux
lews Producer (1) FT	49,745	52,371	16,534	56,483	Eric Nelson
D/Studio Manager (1) FT	64,130	72,623	27,596	108,850	Eric Houston
reelancers/Sports	73,510	71,765	25,174	71,976	Freelancers Sports
reelancers/Meetings	14,214	20,693	5,475	25,002	Freelancers/City Meetings
Contingency	0	0	5,115	0	
3 ,					
PERSONNEL TOTAL:	716,546	823,613	240,995	813,087	3% COLA increase
		,			4 staff w/ step increase
BENEFITS					
TICA	47,299	51,064	14,942	50,411	6.2% of gross wages
/ledicare	10,390	11,942	3,494	11,790	1.45% of gross wages
PERA	53,829	61,771	19,235	60,982	7.50% of gross wages
Paid Leave				3,578	.44% of gross wages
Benefits Package	140,128	168,000	86,981	168,000	Health/Dental/STD, LTD, ADD
Vorkers Compensation	0	2,000	3,015	4,000	
Electronic Filing Charges	241	2,000	80	2,000	
BENEFITS TOTAL:	251,887	296,777	127,747	300,760	
					*Benefits package
					\$1,400 per FT employee/per month
					plus PT benefits cost
					\$1,399.80 = 2024 City average
					\$1,399.00 - 2024 City average

2026 North Metro Telecommunications Commission Budget

ADMINISTRATIVE EXPENSES Commission Audit & Accountant Audit: Company Consultants and Professional Fees Conferences	2024 ACTUAL 38,143 0	2029 BUDO Budget		2026 BUDGET	NOTES			
Commission Audit & Accountant Audit: Company Consultants and Professional Fees	0		April Act.		NOTES			
Commission Audit & Accountant Audit: Company Consultants and Professional Fees	0							
Audit: Company Consultants and Professional Fees	0	45,000						
Consultants and Professional Fees		45,000	19,924	42,000	Annual audit of Commission finances			
	0	0	0	0				
Conferences	0	0	3,441	3,000	evaluating co-exec model			
	600	5,000	140	5,000	NATOA & MACTA Conf., Webinars			
General/Special Meeting Expenses	2,330	3,000	738	3,000				
Government/Legislative Affairs	0	0	0	0				
Legal Fees	51,206	50,000	12,361	50,000	Franchise renewal/State and Fed Issues			
Membership Dues	5,095	5,800	3,767	5,500	NATOA, MACTA, ,Chamber of C			
Mileage Reimbursement	1,096	1,500	484	1,500				
Personnel Recruitment	0	0	0	0				
Tuition and Training	0	0	0	3,000	Executive Director Education			
Contingency Expenses	0	0	0	0				
ADMINISTRATIVE EX. TOTAL:	98,470	110,300	40,855	113,000				
PRODUCTION EXPENSES								
Advertising/Marketing/Entry Fees	49	1,500	0	500	Printed materials, entry fees			
Awards Ceremony/ Entry Fees	420	0	0	500	NATOA and MACTA awards			
Bulbs/Batteries/Other Prod. Costs	239	4,500	214	1,000	Bulbs, Camera Batt. Duct tape			
Interns	1,970	4,500	100	2,500	Stipends for internships			
Truck/Fleet Vehicle Gas/Oil	2,725	3,800	580	3,500	Prod. Van & fleet vehicles			
Truck/Fleet Vehicle Maint/Lic.	2,818	6,500	4,241	4,000	Prod. Van & fleet vehicles			
Video Equipment/Parts/Maint.	298	4,500	0	1,000	Parts and Maintenance for video eq			
DVDs/Flash Drives/Cases	477	1,500	214	1,000	Blank media for masters/copies			
PRODUCTION EX. TOTAL:	8,996	26,800	5,349	14,000				
OFFICE EXPENSES				_				
Building Maintenance	26,328	50,000	8,877	35,000	Bldg & Prop./Fire Insp./Furn. Contract			
Building Security	798	800	0	1,000				
Building Utilities	21,494	35,000	8,766	30,000	Sewer, Water, Gas & Electric			
Insurance	16,133	20,000	14,885	20,000	Liability/property/vehicle/volunteeer			
Office Supp./Office Equip. Maint.	3,372	14,000	2,144	10,000	Copier & Fax maint. contracts, Supplies			
Computer Apps/Subscriptions	15,431	0	6,978	18,000	Software subscriptions			
Phone/Internt Service/Web Hosting	51,928	55,000	13,670	55,000	VOD, Live Streaming, web maint.,bandwidth			
Website Update				10,000	WCAG AA updates			
Postage/Shipping	201	250	343	250	equipment/dub/packet postage			
Property Tax	10,496	1,500	1,363	1,500	Recycling and street assessments			
Trash/Recycling/Janitorial	11,822	10,000	4,040	16,000				
OFFICE EXPENSES TOTAL:	158,003	186,550	61,066	196,750				
ODERATIONS TOTAL	4.075.000	4 444 040	476.040	4 407 507				
OPERATIONS TOTAL:	1,075,899	1,444,040	476,012	1,437,597				

2026
North Metro Telecommunications Commission Budget

	2024 ACTUAL	2025 BUDGET		2026 BUDGET	NOTES	
CAPITAL EXPENDITURES	_	Buuget April Act.				
Video Equipment	144,752	105,960	92,327	108,250	Master Control equipment, live streaming hardware	
Computer/Office Equipment/Sftwre	20,042	15,000	10,492	8,500	office systems, software	
To equipment reserve fund	200,000	0	0	0		
Vehicles	0	0	0	0		
Building Expenditures	12,409	10,000	0	8,000	HVAC improvements	
Bond Payment	230,265	0	0	0	HD Bond Payment	
City Capital Expenditures	150,000	100,000	100,000	100,000	Equipment/Equipment Reserves	
CAPITAL EXP. TOTAL:	757,468	230,960	202,819	224,750		
GRAND TOTAL:	1,833,367	1,675,000	678,831	1,662,347		
GRAND TOTAL.	1,033,367	1,675,000	010,031	1,002,347		

North Metro TV 2026 Computer Budget							
ID No.	Model No.	Make	Description	Qty	Cost	Total	
2026-201	Р	C	Michele Office Computer	1	1500	150	
2026-202	Р	C	Ted Office Computer	1	3000	3000	
2026-203	P	C	Matt Office Computer	1	1500	1500	
2026-204	P	C	Computer Replacement Parts	1	1000	2000	
	·		·			8000	

North Metro TV 2026 Software Budget						
ID No. Model No. Make Description Qty Cost Total						
2026-301	Adobe Suites	Adobe	Adobe Photoshop, Premiere, After Effectsetc (\$900/Month)	12	900	10800
2026-302	Office Products	Microsoft	Microsoft Office Subscription	1	2500	2500
2026-303	Gmail Accounts	Gmail	Google Gmail & Workspace Business Accounts (Monthly at \$211)	1	3000	3000
2026-304	Mac Drive	MacDrive	MacDrive Account for 4 Yearly Licenses	4	50	200
2026-305	RealVNC Pro	RealVNC	Remote VNC Connection to office computers (Yearly Subscription)	1	1000	1000
				17500		

		North	Metro TV 2026 Recommended Equipment Budget			
	ol Service & Subscriptions					
ID No.	Model No.	Make	Description	Qty	Cost	Total
2026-1	CBL-PLATINUM-4	Tightrope	4 I/O Platinum Support through Tightrope. Loaner, Night Support, Upgrade Assistance	1	4250	425
2026-2	CBL-PLATINUM-ADDL	Tightrope	Tightrope Additional I/O Annual Software Maintenance Contract for Large Systems (update 10 Needed)	10	550	550
2026-3	CBL-REFLECT-BND	Tightrope	Cablecast Reflect Live & VOD Stream Server Subscription -	3	2800	840
2026-4	CBL-REFLECT-LIVE	Tightrope	Cablecast Live Reflect Service	2	1500	300
2026-5	CBL-CAPTIONING-500	Tightrope	500 Hour Block of Captioning	1	4000	400
2026-6	CBL-CABLECAST-REN	Tightrope	Subscription Fee to maintain 1 Cablecast OTT channel	2	300	60
2026-7	CBL-ENCO-SUPPORT	Enco	Annual Support Contract for ENCO enCaption server & software	11	6500	650
2026-8	M-PREM-SUPP-1	Haivision	Premium Maintenance & Support for StreamHub and Pro460	11	7000	700 3925
aster Contro	ol Equipment					
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
				0	0	
ontrol Room	AStudio A				L	
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2026-20	Evertz Playback Server	Evertz	4 Output Playback Server replacing the Black Storm	uly 1	36000	3600
2026-20	EVEITZ Flayback Server	Evertz	14 Output Flayback Server replacing the black Stoffin		30000	3600
ontrol Room						
ID No.	Model No.	Make		Qty	Unit Price	Total
roduction Tr	ruck				L	
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
		•	· · · · · · · · · · · · · · · · · · ·			
ports Depart						
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
2026-50	Ross NK Router	Ross	Ross router to replace 10-year old router in truck	1	20000	2000 200 0
ublic Access	•				L	
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
ews Departn		Mala	Description	05.	Unit Dries	Total
ID No.	Model No.	Make	Description	Qty	Unit Price	Total
pecial Event				21		
ID No.	Model No.	Make	Description	Qty	Unit Price	Total

						0
Municipal Servies ID No.	Model No.	Make	Description Various Small Equipment Replacements	Qty 1	Unit Price	Total 500
Tech Shop Equipme	ent				L	500
ID No. 2026-100	Model No.	Make	Description Cable Reels, Cable Ends, Small Tools, etc	Qty	Unit Price	Total 7500
Various Small Items						7500
ID No. 2026-120	Model No.	Make -	Description Small Item Budget			Total 5000
'			-		Į	5000
			Grand Total			108250.00

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

Business License Liquor License August 4, 2025

2AM License

Intoxicating On-Sale	Main License	Sunday License		
Dala 1, Inc (New Owner)	ONS-25-01	ONSS-25-01		
8407 Plaza Blvd NE				

Spring Lake Park History. Community. Home.

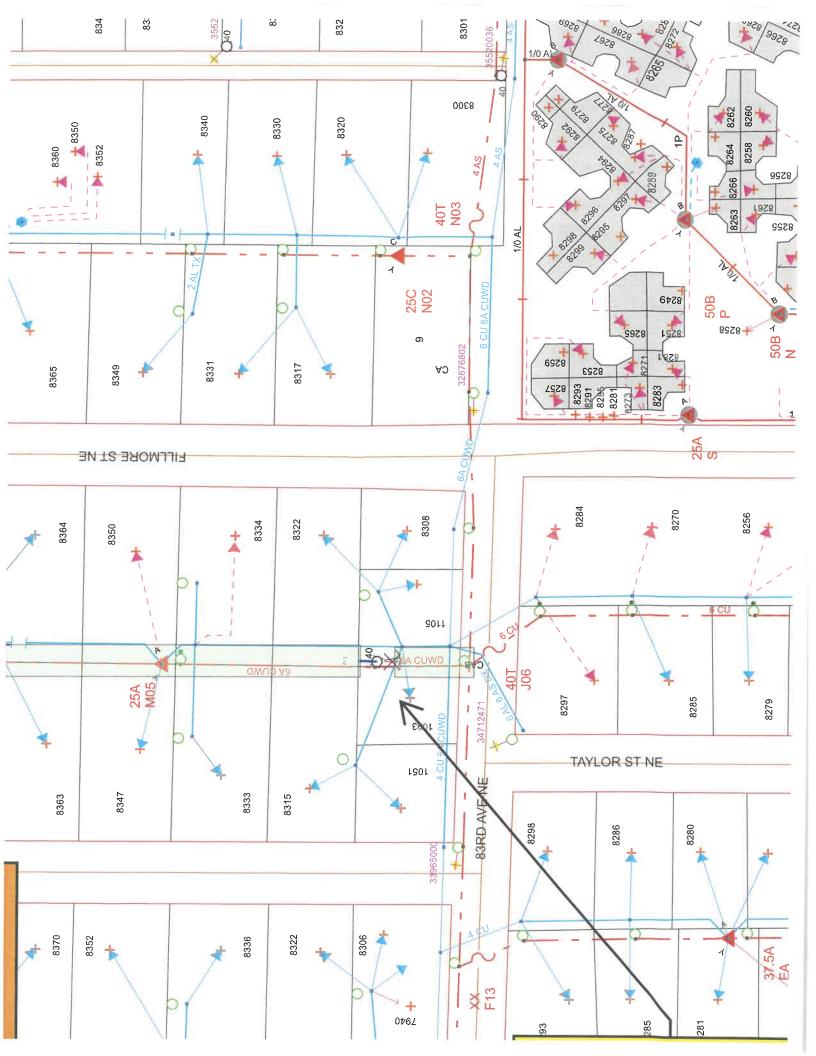
Public Right of Way Application

Applicant Information:	
Name of Company: Xcel Energy	
Address: 825 Rice St,	
City/State/ZIP: St. Paul, MN, 55117	
Phone Number: 919-655-5511	
Fax Number:	
Email Address:anne.wagner@xcelenergy.com	<u>1</u>
Representatives Name: Anne Wagner	
Project Information:	
Project Name: <u>15376585</u> 114554919	
Project Address/Location:1105 83rd Ave NE,	
City/State/ZIP: Minneapolis, MN 55432	
Parcel Number(s):	<u> </u>
Description of Work and restoration plan: (Attach add	itional pages if necessary)
Replace 1 existing deteriorating power pole and equipment.	
Duration of the Right of Way:	
Start Date:	End Date:1/25/26
The City of Spring Lake Park reserves the right to mod the permit. Therefore, the dates stated on this appli- approved dates.	
Attachments Required:	
Site Plan/Map	X Project Drawings
Traffic Control Plan	☐ Proof of Insurance (copy of policy)
☐ Property Deed or Owner Authorization	
☐ Environmental Impact Assessment (if applicable)	

□ Other:	
Applicant's Certification:	
I, the undersigned, certify that I am the owner or information provided in this application is true an comply with all applicable laws and regulations re	d accurate to the best of my knowledge. I agree to
In lieu of an escrow fee, we will bill the project ov	wner for actual restoration fees if needed.
Signature:	
Date: <u>6/23/25</u>	
For Office Use Only:	
Application Number:	Date Received: 7/25/25
Reviewed By:	Approval Status: ☐ Approved ☐ Denied
Conditions of Approval/Reasons for Demal:	
Signature of Reviewing Officer:	myer
Date: 7/25/25	
Right of Way Permit - \$150.00	
☐ Excavation Hole - \$150.00	☐ Emergency Hole - \$75.00
☐ Trench - \$70/100'	☐ Obstruction Fee - \$150.00
☐ Overhead Obstruction - \$150.00	☐ Boring Holes - \$50.00 per hole
☐ Other:	
nstructions for Submission:	
Complete the application form in its entirety.	
Attach all required documents and plans.	
submit the application to info@slpmn.org or wbro	wn@slpmn.org.
Please verify specific requirements and guidelines	with the appropriate agency before submission as

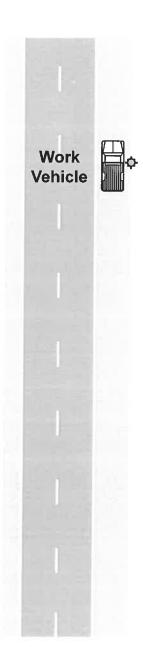
APPLICANT MUST CONTACT THE SPRING LAKE PARK PUBLIC WORKS DIRECTOR AT 763-792-7227 48 HOURS PRIOR TO COMMENCING WORK.

these can vary by location and project type.



NOTES:

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



WORK VEHICLE PARKED ON SHOULDER

1 HOUR or LESS

LAYOUT 6

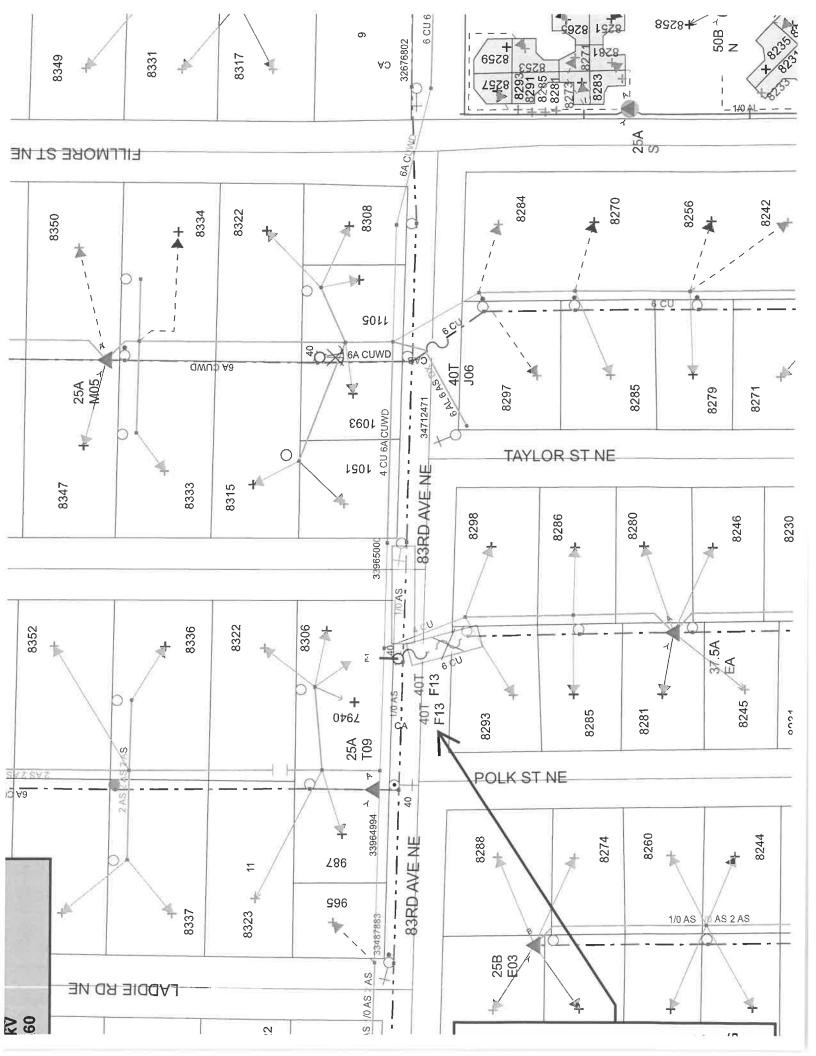


Public Right of Way Application

Applicant Information:	
Name of Company: Xcel Energy	
Address: 825 Rice St,	
City/State/ZIP: St. Paul, MN, 55117	<u>—</u>
Phone Number: 919-655-5511	
Fax Number:	
Email Address:anne.wagner@xcelenergy.com	<u></u>
Representatives Name:Anne Wagner	
Project Information:	
Project Name: <u>15376584_114605860</u>	<u> </u>
Project Address/Location: 1011 83rd Ave NE	
City/State/ZIP: Minneapolis, MN 55432	
Parcel Number(s):	
Description of Work and restoration plan: (Attach addi	itional pages if necessary)
Replace 1 existing deteriorating power pole and equipment.	
Duration of the Right of Way:	
Start Date:7/30/25	End Date:1/31/26
The City of Spring Lake Park reserves the right to mod the permit. Therefore, the dates stated on this applic approved dates.	
Attachments Required:	
Site Plan/Map	> Project Drawings
Traffic Control Plan	☐ Proof of Insurance (copy of policy)
☐ Property Deed or Owner Authorization	
☐ Environmental Impact Assessment (if applicable)	

Other:	
Applicant's Certification:	
I, the undersigned, certify that I am the owner or au information provided in this application is true and comply with all applicable laws and regulations rela-	accurate to the best of my knowledge. I agree to
In lieu of an escrow fee, we will bill the project owr	ner for actual restoration fees if needed.
Signature:	
Date: <u>7/30/25</u>	
For Office Use Only:	
Application Number:	Date Received: 7/30/25
Reviewed By:	Approval Status: □ Approved □ Denied
Conditions of Approval/Reasons for Denial:	
Signature of Reviewing Officer:	angu
Date: 7/30/25	
Right of Way Permit - \$150.00	
☐ Excavation Hole - \$150.00	☐ Emergency Hole - \$75.00
☐ Trench - \$70/100'	☐ Obstruction Fee - \$150.00
☐ Overhead Obstruction - \$150.00	☐ Boring Holes - \$50.00 per hole
☐ Other:	
Instructions for Submission:	
Complete the application form in its entirety.	
Attach all required documents and plans.	
Submit the application to info@slpmn.org or wbrow	n@slpmn.org.
Please verify specific requirements and guidelines w these can vary by location and project type.	ith the appropriate agency before submission, as

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



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LAYOUT 6

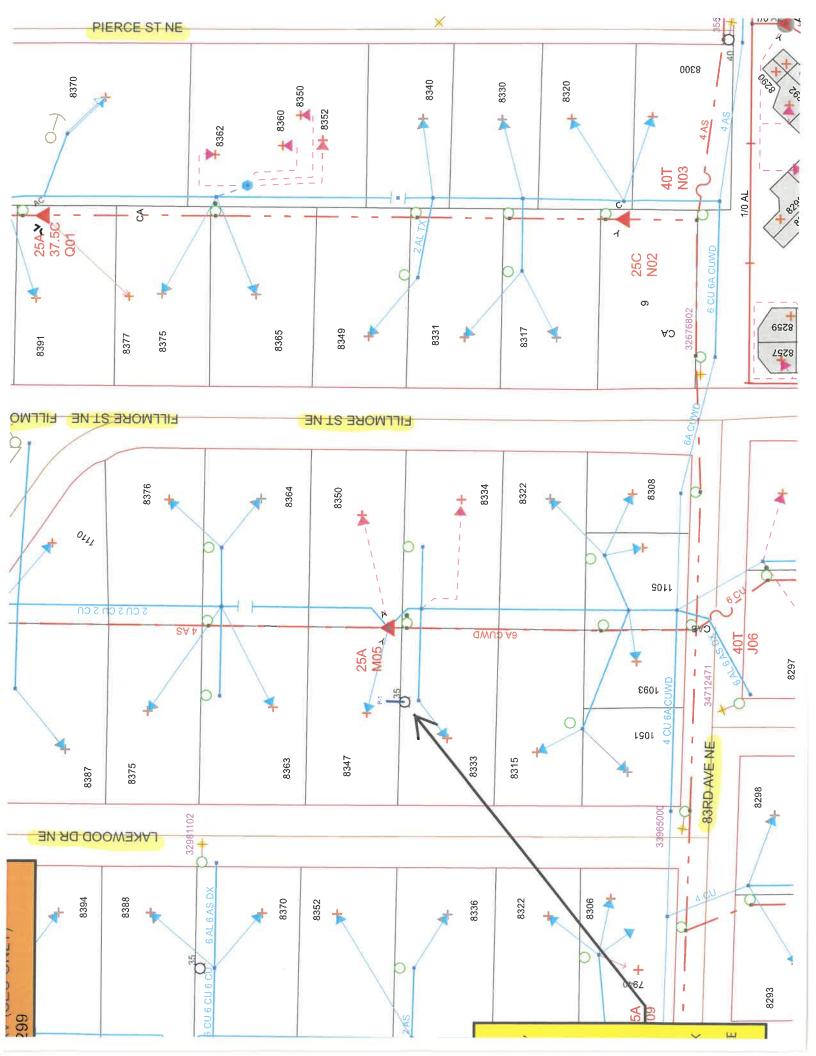
Spring Lake Park History, Community, Home.

Public Right of Way Application

Applicant Information:	
Name of Company: Xcel Energy	
Address: 825 Rice St,	
City/State/ZIP: St. Paul, MN, 55117	
Phone Number: 919-655-5511	
Fax Number:	
Email Address:anne.wagner@xcelenergy.com	1
Representatives Name:Anne Wagner	
Project Information:	
Project Name:15376583 114593299	
Project Address/Location: 8347 Lakewood Dr	
City/State/ZIP: Minneapolis, MN 5543	
Parcel Number(s):	
Description of Work and restoration plan: (Attach add	itional pages if necessary)
Replace 1 existing deteriorating power pole and equipment.	
Duration of the Right of Way:	
Start Date:	End Date:
The City of Spring Lake Park reserves the right to mod the permit. Therefore, the dates stated on this applic approved dates.	
Attachments Required:	
Site Plan/Map	X Project Drawings
Traffic Control Plan	☐ Proof of Insurance (copy of policy)
☐ Property Deed or Owner Authorization	
☐ Environmental Impact Assessment (if applicable)	

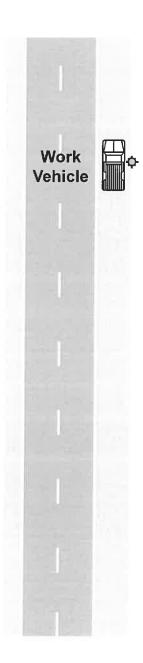
☐ Other:	
Applicant's Certification:	
	or authorized agent of the owner, and that the and accurate to the best of my knowledge. I agree to related to the requested right of way.
In lieu of an escrow fee, we will bill the project	t owner for actual restoration fees if needed.
Signature:	-
Date: <u>6/23/25</u>	_
For Office Use Only:	
Application Number:	Date Received: 7/29/25
Reviewed By:	Approval Status: ☑ Approved ☐ Denied
Conditions of Approval/Reasons for Denial.	
Signature of Reviewing Officer:	y dunge
Date: 7/29/25	
Right of Way Permit - \$150.00	
☐ Excavation Hole - \$150.00	☐ Emergency Hole - \$75.00
☐ Trench - \$70/100′	☐ Obstruction Fee - \$150.00
☐ Overhead Obstruction - \$150.00	☐ Boring Holes - \$50.00 per hole
☐ Other:	-
Instructions for Submission:	
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Attach all required documents and plans.	
Submit the application to info@slpmn.org or w	brown@slpmn.org.
Please verify specific requirements and guideling these can vary by location and project type.	es with the appropriate agency before submission, as

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



NOTES:

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WORK VEHICLE PARKED ON SHOULDER

1 HOUR or LESS

LAYOUT 6

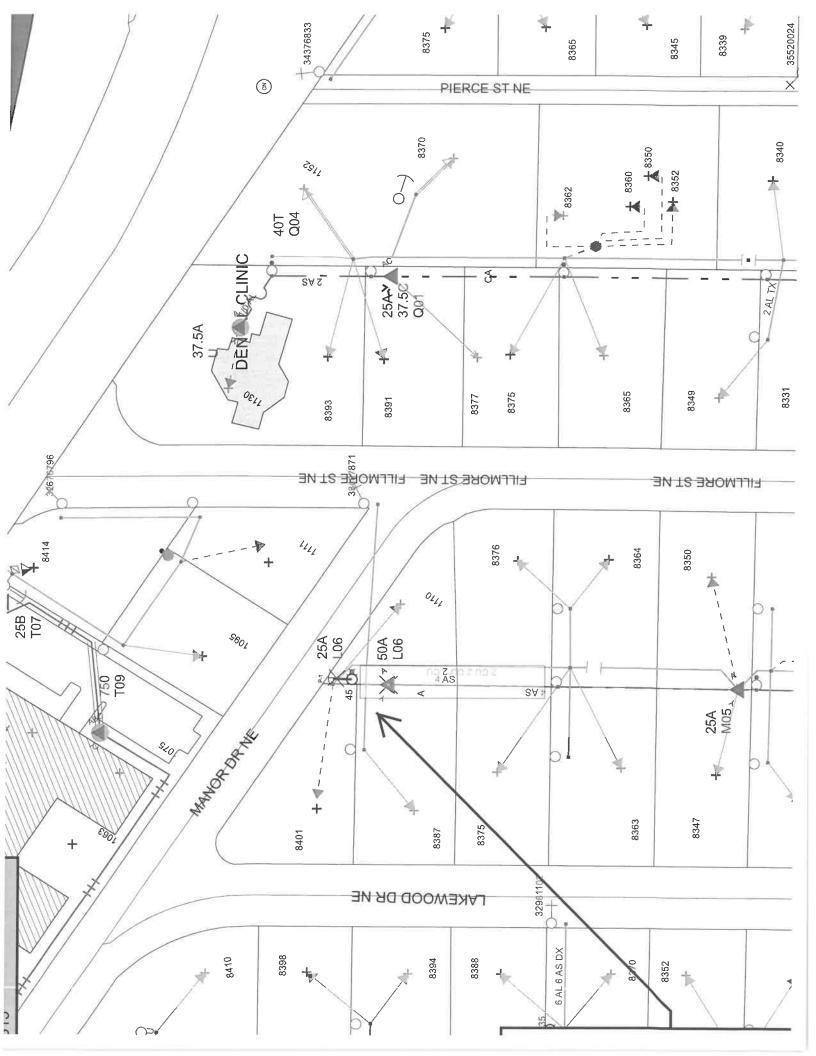


Public Right of Way Application

Applicant Information:	
Name of Company: Xcel Energy	
Address: 825 Rice St,	
City/State/ZIP: St. Paul, MN, 55117	
Phone Number: 919-655-5511	
Fax Number:	
Email Address: _anne.wagner@xcelenergy.com	1
Representatives Name: <u>Anne Wagner</u>	
Project Information:	
Project Name:15376582	
Project Address/Location: 1110 Manor Dr NE,	
City/State/ZIP:Minneapolis, MN 55432	
Parcel Number(s):	
Description of Work and restoration plan: (Attach add	itional pages if necessary)
Replace 1 existing deteriorating power pole and equipment.	
Duration of the Right of Way:	
Start Date:	End Date:1/31/26
The City of Spring Lake Park reserves the right to mode the permit. Therefore, the dates stated on this applicate approved dates.	
Attachments Required:	
Site Plan/Map	X Project Drawings
▼ Traffic Control Plan	☐ Proof of Insurance (copy of policy)
☐ Property Deed or Owner Authorization	
☐ Environmental Impact Assessment (if applicable)	

☐ Other:	
Applicant's Certification:	
	or authorized agent of the owner, and that the and accurate to the best of my knowledge. I agree to related to the requested right of way.
In lieu of an escrow fee, we will bill the project	t owner for actual restoration fees if needed.
Signature:	
For Office Use Only:	
Application Number:	Date Received: 7 30/25
Reviewed By:	Approval Status: Д Approved □ Denied
Conditions of Approval/Reasons for Denial:	
Signature of Reviewing Officer:	Jungen
Date: 7/30/25	
Right of Way Permit - \$150.00	
☐ Excavation Hole - \$150.00	☐ Emergency Hole - \$75.00
☐ Trench - \$70/100'	☐ Obstruction Fee - \$150.00
☐ Overhead Obstruction - \$150.00	☐ Boring Holes - \$50.00 per hole
□ Other:	
Instructions for Submission:	
Complete the application form in its entirety.	
Attach all required documents and plans.	
Submit the application to info@slpmn.org or w	brown@slpmn.org.
Please verify specific requirements and guideling these can vary by location and project type.	es with the appropriate agency before submission, as

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



Field Manual January 2018

NOTES:

1. The Work Vehicle should be pulled over as far off the roadway as possible, and shall display and operate a 360-degree flashing beacon.



WORK VEHICLE PARKED ON SHOULDER



Public Right of Way Application

Applicant Information:	
Name of Company: TAK Broadband o/b/o Comca	<u>ist</u>
Address: 2948 Rice St	
City/State/ZIP: Little Canada, MN 55113	<u> </u>
Phone Number: 605-709-3999	— ,
Fax Number: n/a	<u>== 0</u>
Email Address: TCR-Permits@takcommunications.c	com
Representatives Name: Ira Darlington	
Project Information:	
Project Name: JB 2196117	_
Project Address/Location: 1164 79th Ave NE	<u></u>
City/State/ZIP: Spring Lake Park, MN, 55432	
Parcel Number(s): 01-30-24-34-0093	_
Description of Work and restoration plan: (Attach addit We will be replacing a 130' span of undergrou Comcast by method of 2" directional bore at 1 PARK, MN 55432.	nd coaxial cable on behalf of
Duration of the Right of Way:	
Start Date: 8/4/25	End Date: 12/31/25
The City of Spring Lake Park reserves the right to modi the permit. Therefore, the dates stated on this applica approved dates.	
Attachments Required:	
☑ Site Plan/Map	✓ Project Drawings
☐ Traffic Control Plan	☐ Proof of Insurance (copy of policy)
☐ Property Deed or Owner Authorization	
☐ Environmental Impact Assessment (if applicable)	

☐ Other:					
Applicant's Certification:					
I, the undersigned, certify that I am the owner or authorized agent of the owner, and that the information provided in this application is true and accurate to the best of my knowledge. I agree to comply with all applicable laws and regulations related to the requested right of way.					
In lieu of an escrow fee, we will bill the project	owner for actual restoration fees if needed.				
Signature: Ara Darlington Date: 7/30/25					
For Office Use Only:					
Application Number:	Date Received: 7/30/25				
Reviewed By:	Approval Status: ☐ Approved ☐ Denied				
Conditions of Approval/Reasons for Denial:					
Signature of Reviewing Officer:	· Vangue				
Date: 7/30/25					
Right of Way Permit - \$150.00					
☐ Excavation Hole - \$150.00	☐ Emergency Hole - \$75.00				
☐ Trench - \$70/100'	☐ Obstruction Fee - \$150.00				
☐ Overhead Obstruction - \$150.00	☐ Boring Holes - \$50.00 per hole				
☐ Other:	*				
Instructions for Submission:					
Complete the application form in its entirety.					
Attach all required documents and plans.					
Submit the application to info@slpmn.org or wbrown@slpmn.org.					
Please verify specific requirements and guidelines with the appropriate agency before submission, as these can vary by location and project type.					

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





CERTIFICATE OF LIABILITY INSURANCE

1/1/2026

DATE (MM/DD/YYYY) 12/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

	certificate does not confer rights to the	certif	icate	holder in lieu of such end			,			
PRODUCER Lockton Companies, LLC 444 W. 47th Street, Suite 900			CONTACT NAME:							
			PHONE (A/C, No, Ext); (A/C, No);							
Kansas City MO 64112-1906 (816) 960-9000		E-MAIL ADDRESS:								
	kcasu@lockton.com						SURER(S) AFFO	RDING COVERAGE		NAIC#
					INSURER A: QBE Insurance Corporation			39217		
INSURED TAK BROADBAND, LLC			·				10340			
1540048 4401 S. TECHNOLOGY DRIVE						27740				
1	SIOUX FALLS SD 57106				INSURER D: Praetorian Insurance Company				37257	
1					INSURER E :					
					INSURER F:					
co	VERAGES CER	TIFI	CATI	NUMBER: 2047760					XXXX	
T	THIS IS TO CERTIFY THAT THE POLICIE	SOF	INS	JRANCE LISTED BELOW I	IAVE B			URED NAMED ABOVE FO	R THE	POLICY
l F	PERIOD INDICATED. NOTWITHSTANDING	G AN	Y RE	QUIREMENT, TERM OR CO	NDITIO	N OF ANY CO	ONTRACT OR	OTHER DOCUMENT WIT	H RESP	ECT TO
V A	WHICH THIS CERTIFICATE MAY BE ISSU ALL THE TERMS, EXCLUSIONS AND CON	DITIO	JR M	AY PERTAIN, THE INSURA	NCE AI	N WAY HAVE	REEN REDUC	ES DESCRIBED HEREIN I CED BY PAID OLAIMS	S SUBJ	ECT TO
INSR LTR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	OHOV	POLICY EFF	POLICY EXP	LIMIT	9	
B	X COMMERCIAL GENERAL LIABILITY	INSU	VVVD	171000201		01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,00	0.000
	CLAIMS-MADE X OCCUR					Î		DAMAGE TO RENTED	\$ 1.00	
								PREMISES (Ea occurrence)		
		N	N					MED EXP (Any one person)	\$ 10,0	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 1,00	
	POLICY PRO- X LOC							GENERAL AGGREGATE	\$ 2,00	
	OTHER:							PRODUCTS - COMP/OP AGG	\$ 2,00	0,000
С	AUTOMOBILE LIABILITY			1012000005		04/04/0005	04/04/0000	COMBINED SINGLE LIMIT (Ea accident)		0.000
	1012000023		1612000625		01/01/2025	01/01/2020	SOURCE STATE SOURCE SO			
	OWNED SCHEDULED	N	N					` ' '		
	AUTOS ONLY AUTOS NON-OWNED		١,,					DDODEDTYGAMAGE	\$ XXX	
	AUTOS ONLY AUTOS ONLY								\$ XXX	
_	X UMBRELLA LIAB X OCCUR								\$ XXX	
Α		N	N	191000114		01/01/2025	01/01/2026			000,000
	OEAIWO-WABE	1 4	1.5							000,000 XXXX
_	DED X RETENTION \$ 10,000 WORKERS COMPENSATION	_						X PER OTH-	* VVV	~~~
D	AND EMPLOYERS' LIABILITY V / N	N/A	N	152000531	01/01/2025	01/01/2026	All designation in the second	0.4.00	0.000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?								\$ 1,00	
	If yes, describe under								\$ 1,00	
	DÉSCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1.00	0,000
DESC	CRIPTION OF OPERATIONS / LOCATIONS / VEHI	ICL ES	(ACO	PD 101 Additional Remarks Sal	hodulo n	any ha attached	if mara anasa i	a enquiend)		
	DENCE OF INSURANCE.	ICLES	ACO	KD 101, Additional Remarks Sci	nedule, n	nay be attached	ir more space is	s required)		
										- 1
CEE										
CERTIFICATE HOLDER CANCELLATION										
					SHO	ULD ANY OF	THE ABOVE D	ESCRIBED POLICIES BE C	ANCELI	ED REFORE
THE						SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN				
					ACCORDANCE WITH THE POLICY PROVISIONS.					
				AUTHORIZED REPRESENTATIVE						
CITY OF SPRING LAKE PARK										
									1301 81ST AVE NE SPRING LAKE PARK, MN 55432	
				[//						
				Law in Amille						

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

Sign Permit

August 4, 2025

<u>Sign Permit</u> Habibi's Halal, LLC. 8188 Hwy 65



Applicant Signature:

SIGN PERMIT APPLICATION

City of Spring Lake Park 1301 81st Ave NE Spring Lake Park, MN 55432 763-784-6491 Permits@slpmn.org

	WIII AFFEICATION	
JOB ADDRESS: 8188 Hwy 65 NE Sp	oring Lake Park, MN 55432	
AF	PPLICANT INFORMATION:	
Name: Habibi's Halal LLC		
Address: 8188 Hwy 65 NE Spring Lake Park, N	— New Construction — X Remodel	
Email: habibishalalmpls@gmail.com	Phone: 612-607-4640	Word Change
CON	TRACTORS INFORMATION:	
Please Note: Contracto Name: Creative Color Inc	rs must be licensed with the City of Spring	Lake Park
Address: 9635 Girard Ave. S - Minneapolis, MN	55431	
Email: brent@creativecolorstudio.com	Phone: 952-746-4164	
State License #: SB765693	Expiration Date: 12-31-	2025
Refacing the current pylon Sign with a new graphic.	1 Building sign (Channel Letter Illuminated Sign)	/20" X 23" on East Fascia - 194" X 39" in size.
Square Footage of front of Building (Length X	_{Width):} 306" X 132" - 281sq'	40011 per ordinance
Square Footage of all existing signs (Length X	Width): Pylon 66sq', Sign 1 60" X 60" 25sq', Sign 1 60" X 60	gn 2 72" X 26" 13sq' - TOTAI 104sq'
oquare footage of proposed sign or signs (Le	ngth X Width): Tylon 665q; Sign 1 - 194-3	(39" - 52sq' - 101AL118sq'
Square footage of proposed sign or signs (Le	Yes X No Building 1918	100 Total 1192
, the undersigned applicant, do further mak		
(30) days following the expiration of the	ch was not renewed, if the owner does not permit.	remove the same within thirty
 To authorize and direct the City of Spring applicant, where maintenance is not fur the maintained required by the City. 	g Lake Park to remove said sign & structure nished, but only after hearing and after not	e, at the expense of the tice of sixty (60) days, specifying
To provide any other additional informations	tion which may be required by the Building	Inspection Department

______{Date:} 7/15/2025



Fee: \$250

SIGN PERMIT APPLICATION

City of Spring Lake Park 1301 81st Ave NE Spring Lake Park, MN 55432 763-784-6491 Permits@slpmn.org

REQUIREMENTS:

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

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

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

Include a drawing showing location and message on sign.

If you are not the owner of the property, include a <u>SIGNED</u> letter from the owner giving permission to erect the sign.

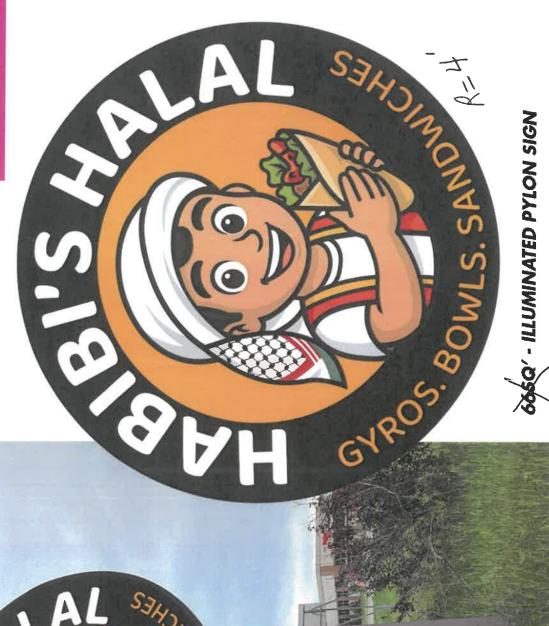
If the application is <u>NOT</u> fully completed, it will be denied at time of processing. Please verify that all necessary information is legible and plans are included with job cost estimates.

NOTE: All applications are due by noon on the Tuesday preceding the Council Meeting.

*****FOR OFFICE USE ONLY****

Receipt Number:

Date of Approval:	Date of Issue:	
Reason for Denial:		
ylon $IPX + X4 = 50 / X2 = 100 / X$ Building $19 / X = 575$	13.50 -\$75 + 1.25(10) = 87.50x2=\$175	120 × - 30% 100 × - pylon 19 × - Building



97.5" X 97.5"



CREATIVECOLORSTUI 952.746.4164 9635 Girard Ave. 5. | Minneupolis, MN

DESIGN | SIGNS | WRAPS | PRINT

DATE: 7/8/2025

CUSTOMER: Habibi's Halal

PROJECT: Exterior Signage





DESIGN | SIGNS | WRAPS | PRINT

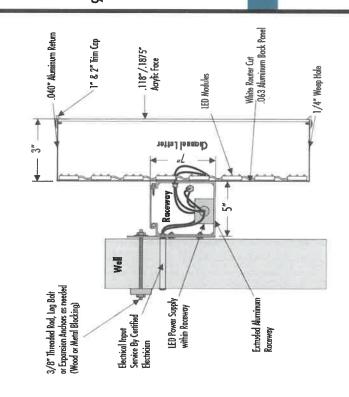
DATE: 7/15/2025 PROJECT: Exterior Signs

CUSTOMER: Habibi's Hald!

HABIBI'S SHALAL GYROS. BOWLS. SANDWICHES

3M Digital & Translucent Vinyl Decoration Tangerine - 3630-84

SIDE VIEW - HABIBI'S SIGN



SECTION ASSEMBLY DETAIL

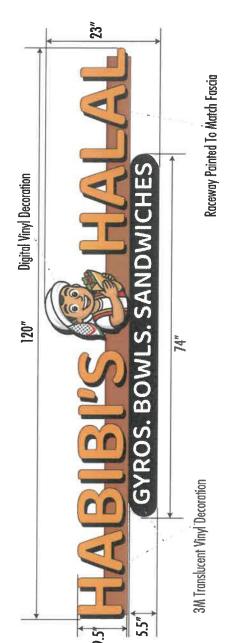
Typical Internally Illuminated (LEDs) Small Channel Letter/Logo (Raceway Mounted)

HABIBI'S () HALAL

(ICON) - . 1 18" White Acrylic w/ 1" Black Trim Cap - Black Return (GYRO. BOWL) - . 1875" White Acrylic w/ 2" Black Trim Cap - Black Return

(WHITE) LED Illumination - Principal LED

FRONT VIEW - HABIBI'S HALAL SIGN



SPECIFICATIONS: (QUT 1 SET)

*HABIBI'S (ICON) HALAL - CHANNEL LETTER -3" (.040) Aluminum Return (Black)

- (.063) Aluminum Back Panel (White)
- (.118) White Acrylic Face w/ Virryl Decoration
 - 1" (Black) Trim Cap
- Illuminated With Principal (White) LED (Front)
- -- Wiring: 120V/277V Internal LED Power Supply
 - Mounted To Raceway
- *GYROS. BOWLS. SANDWICHES CABINET CHANNEL LETTER ---3" (.040) Aluminum Retum (Black)
- (.118) White Acrylic Face w/ Vinyl Decoration

- (.063) Aluminum Back Panel (White)

- -2" (Black) Trim Cap
- Illuminated With Principal (White) LED (Front)
- Wiring: 120V/277V Internal LED Power Supply
 - -- Mounted To Raceway

DIGITAL VINYL

3M TANGERINE - 3630-84





CREATIVECOLORSTUDIO.COM 952.746.4164

9635 Girard Ave. S. | Minneapolis, MN 55431 l Details, Drawings, Spects Are Property of and are Copyrighted © 2025 Creative Color Inc.



RE: Sign Work at 8188 Hwy 65 NE Spring Lake Park, MN 55432

To whom it may concern

I, William Alex Gomez, owner of the property listed above, approve the tenant to proceed with signage at the property listed above.

Thank you

William Gomez

William Alex Gomez



Memorandum

To: Mayor Nelson and Members of the City Council

Cc: Dan Buchholtz, City Administrator

From: George Linngren, Public Works Director

Date: July 31, 2025

Subject: July 2025 Public Works Report

The following is a summary of Public Works activities for the month of July:

- Parks Maintenance: Due to abundant rainfall and recent fertilization, the lawns have been growing quickly and look great. Terry and the parks crew have been working hard to keep up with mowing and have done an excellent job maintaining the grounds.
- **Gardening and Landscaping:** Lucy, one of our seasonal workers, has been doing outstanding work in the park gardens, including weeding and beautification efforts.
- **Stump Grinding:** We are still catching up on grinding the remaining stumps. If you are aware of any locations we may have missed, please let me know.
- **Community Engagement:** Trevor and I participated in a "Touch a Truck" event at Substance Church. We brought a dump truck and loader for about 20 enthusiastic children to explore. They had a great time, and perhaps we inspired some future public works professionals.
- **Seal Coating:** Seal coating work is scheduled to begin in the next week or so. Rock material is being delivered and staged at Terrace Park this week in preparation.
- **Mill and Overlay Project:** This project is currently underway. Concrete work is complete, milling began on Friday, and patching and paving are taking place this week.
- **Terrace Park Playground Material:** We successfully removed the old playground materials from Terrace Park. Some of the fill was reused on the west side of City Hall, and we will be seeding that area soon.
- Storm Clean-Up: We experienced minimal damage from the two recent storms. A few large
 limbs and small branches came down, but everything was cleared and chipped the same day.
- **Pothole Patching:** Now that seal coat prep is complete, we are transitioning to patching potholes around the city. Please notify us of any problem areas.
- **Storm Sewer Lining:** The contractor has completed inspection of the storm line on Theorin Terrace. The liner has been ordered and is expected to be installed in 6–8 weeks.

Meetings and Administrative Activities:

- 1. Attended one City Council meeting
- 2. Attended the monthly department head meeting

- 3. Participated in the SRA quarterly meeting
- 4. Collaborated with Dan Buchholtz on the 2026 budget
- 5. Met with contractors to begin exploring HVAC maintenance contracts as existing warranties near expiration

This concludes my report for the month of July. I am available to answer any questions you may have. Thank you.



City of Spring Lake Park Code Enforcement Division

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

REPORT

TO: Spring Lake Park City Council

FROM: Jeff Baker, Code Enforcement Director

RE: Code Enforcement Monthly Report for July 2025

DATE: July 30, 2025

Permits for July, had a total of 20 building, 0 certificate of occupancy, 0 fire suppression, 0 Zoning, 5 mechanical and 3 plumbing for a total of 28 permits issued compared to a total of 42 in 2024. Code Enforcement conducted 172 inspections in the month of July including 38 building, 24 housing, 78 fire and 32 nuisances.

A total of 8 Administrative Citations were issued.

Code Enforcement has started the initial steps to gain access to 7730 Central Ave. This vacant home is becoming a dumping ground and has started attracting illegal activity, making it an increasing nuisance in the area. If you see anything suspicious, please contact the police department so the activity can be documented and possibly stopped.

Construction Update:

7811 Jackson St - Code Enforcement has finished reviewing the plans for the new home, and the permit has been issued. The house is a good-sized split-level and will have a similar look to the new homes recently built on Monroe Street.

In July of 2025, I also attended the following appointments:

- City Council Meeting July 21st.
- Budget Review July 15th.

This concludes the Code Enforcement Department monthly report for July 2025. If anyone has any questions or concerns regarding my report, I would be happy to answer them at this time.

Parks and Recreation Department

July 2025 Report

Parks

- Music in the Park: We have had to cancel the July 23rd show, it has been rescheduled for Aug 20. We will have two shows in August:
 - August 7th Everett Smith
 - August 20th Todd and Me
- Service Day We want to Thank Emmanuel Christian Center for volunteering to work in our parks for
 their Service Day. They completed some much-needed projects: staining of the old library building at
 Lakeside Lions, the post for the Little Library, and the posts in the picnic shelter. They also helped with
 the flower beds at Terrace Park which need a refresh and weed removal. ECC also had groups cleaning
 along University Ave and Old Central. Their support is greatly appreciated.

Department Activity

- Summer programs are running at full steam. The Able Park program continues to be popular.
- Our youth softball tournament was the last weekend in July boy was it hot out. The kids and families did great and had a fun time. We did reduce some play time for games as the heat was rising.
- Clare will have a busy August with a variety of Day Trips and an Extended Trip with Anne at the end of the month.
- We have been using social media videos to grab attention of community members. The results have been good.
- Staff participated in the following Community based events: Pokémon Go, Popsicle with the Police.
- Director Scanlon attended the following meetings and events during June:
 - Tower Days Planning Meeting (Wrap Up)
 - Department Head Meeting
 - City Council Session
 - Weekly Park and Rec Staff Mtg
 - Mtg with SLP Lions for Tower Days

Social Media & Community Engagement

Our social media presence continues to grow as a vital tool for connecting with residents and sharing the energy of our events and programs. From live event coverage to fun video clips, our posts aim to be timely, engaging, and reflective of our department's spirit. Behind every post, photo, and video is a team effort. While we don't have a dedicated communications team, we continue to find creative and collaborative ways to meet the growing demand for quality content.

In June and July, we saw strong interaction and reach across a variety of posts on Facebook:

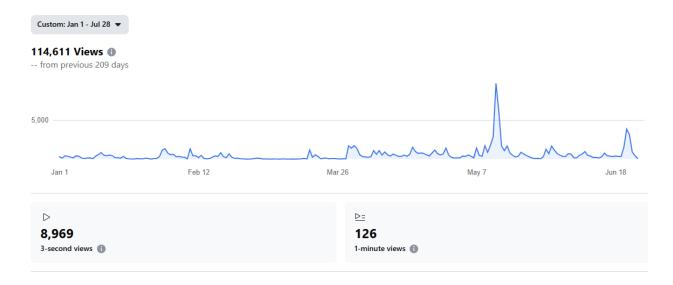
Views: The number of times your content was played or displayed. Content included reels, videos, posts, stories and ads.

- Terrace Park Playground is Open! May 31
 - o Video: 3.461 views
- Tower Days June 5-8
 - o All Videos and Posts: 11,324 views
 - o 13 videos or posts were made our two highest viewed were:
 - Tower Days is Officially Underway had 2,623 and our live feed of Wrestling reached 1,290.
- Popsicle with the Police July 24
 - All Videos and Posts: 5,062 views
- Music in the Park July 9
 - 723 views
- SLP Rec Paw-some Work Buddy July 3
 - 482 views

The most engaging posts in July were *Popsicle with the Police, Music in the Park* and *Paw-some Work Buddy,* both helping to spotlight the people and personalities behind our programs.

As our department continues to evolve and connect more directly with the public, social media has become an essential part of how we reach and engage our community. We're proud to share the stories, highlights, and moments that reflect the vibrancy of Spring Lake Park.

If you look at the chart below you can see a large peak during Tower Days.





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

MEMO

TO: Spring Lake Park City Council

FROM: Jeff Baker, Code Enforcement Director

RE: Compliance Engine – Third Party Reporting System

DATE: July 25, 2025

This memo is to inform the City Council about the potential implementation of *The Compliance Engine*, a cloud-based inspection reporting system powered by Brycer. This system is designed to streamline the tracking of fire protection systems and other life safety system inspections performed by third-party contractors.

Purpose and Benefits:

The Compliance Engine allows the City to receive, track, and manage inspection reports for systems such as:

- Fire alarms
- Sprinkler systems
- Commercial kitchen suppression systems
- Fire extinguishers
- Emergency lighting
- And other required life safety systems

By using this platform, the City can:

- Improve code compliance and ensure systems are properly maintained
- Receive timely and consistent reporting from service providers
- Reduce administrative workload for City staff
- Increase public safety and reduce liability
- Notify building owners and contractors of upcoming or overdue inspections automatically

How It Works:

Registered contractors submit their inspection reports directly to The Compliance Engine. The platform notifies both the City and property owners of compliance status, deficiencies, and follow-ups. This ensures that all required annual, semi-annual, and quarterly inspections are performed and properly documented.

Costs:

There is **no cost to the City** for implementing The Compliance Engine. The cost is passed on to the contractors in the form of a nominal filing fee per report (Roughly \$25.00). Contractors are already familiar with this system, as it is widely used in cities across Minnesota and the country.

Recommendation:

Code Enforcement recommends that the City move forward with the adoption of The Compliance Engine as our official third-party reporting system for life safety inspections. This will greatly enhance our ability to ensure compliance, protect our businesses and residents, and improve efficiency without any cost burden to the City.

If approved, Code Enforcement will work with Brycer to initiate implementation and provide education to local service providers and stakeholders.

THE COMPLIANCE ENGINE IMPLEMENTATION PLAN



BRYCER L.P.
THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555





THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment in which third party contractors who inspect, test, and maintain fire protections systems, submit their reports via BRYCER's web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in each jurisdiction. The result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

Current Landscape:

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official's time is spent administering 3rd Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine Benefits:

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

Revenue Model:

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3rd party contractors per system and per premises
- Delivers Compliance resulting in new business and maintenance revenue for 3rd party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at www.thecomplianceengine.com or 630-413-9511

Collect. Connect. Comply.

Notable National Partners:

Los Angeles, CA

Chicago, IL

Phoenix, AZ

San Diego, CA

San Jose, CA

Austin, TX

Seattle, WA

Oklahoma City, OK

Albuquerque, NM

Kansas City, MO

Colorado Springs, CO

Raleigh, NC

Long Beach, CA

Wichita, KS

Corpus Christi, TX

Greensboro, NC

Laredo, TX

Boise, ID

Tacoma, WA

Iowa City, IA

Charleston, SC

Naperville, IL

Syracuse, NY

Scottsdale, AZ

Ft. Lauderdale, FL

State of Mississippi

State of Maryland

State of Nevada

State of Kansas

IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the Fire Department goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Fire Department, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

Implementation Tasks	Responsible Party	Completed
Send Main Contact Info (Name, Phone, Email, Title, Signature)	АНЈ	
Send Copy of Department Logo	АНЈ	
Send List of Local Inspection Companies	АНЈ	
Send or Schedule Data Extraction of Properties (ID, Name, Address, City, State, Postal, Contact Info, Fire Protection Systems)	BRYCER & AHJ	
Schedule Data Verification Call with BRYCER Data Quality Assurance Team	BRYCER & AHJ	
Approve Notifications & Call Script	АНЈ	
Send AHJ Press Release	BRYCER	
Send Contractor Letter	BRYCER	
Set AHJ Training Prior to Go Live	BRYCER & AHJ	
Go Live	BRYCER & AHJ	

YOUR DEPARTMENT NAME 1234 STREET ADDRESS CITY, STATE, POSTAL FIRE

System Type - Contractor of Record:

SYSTEM TESTING COMPANY (555) 555-5555 EMAIL@COMPANY.COM

MONTH, DAY, YEAR

PREMISE NAME 1234 STREET ADDRESS CITY, STATE, POSTAL

Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

In accordance with the **YOUR CODE**, our records indicate the **SYSTEM TYPE** is <u>coming due</u> for inspection by a licensed company and must be tested within the month of your renewal date which is **DATE**.

It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER L.P. at 630-413-9511 or via email at support@mybrycer.com

Sincerely,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME 1234 STREET ADDRESS CITY, STATE, POSTAL FIRE

System Type - Contractor of Record:

SYSTEM TESTING COMPANY (555) 555-5555 THEIREMAIL@COMPANY.COM

MONTH, DAY, YEAR

PREMISE NAME 1234 STREET ADDRESS CITY, STATE, POSTAL

Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **DATE**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

Actions Required:

- 1. Have your SYSTEM TYPE inspected, tested and maintained by a licensed company and,
- **2.** Upon completion, have your inspection company submit the test results to us at www.thecomplianceengine.com.
- 3. If this inspection has been completed, you must notify your testing company that a copy of this report must be submitted to us at www.thecomplianceengine.com. It is the contractor's responsibility to submit the documentation.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER L.P. at **630-413-9511** or via email at support@mybrycer.com

Sincerely,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME 1234 STREET ADDRESS CITY, STATE, POSTAL

MONTH, DAY, YEAR



System Type - Contractor of Record:

SYSTEM TESTING COMPANY (555) 555-5555
THEIREMAIL@COMPANY.COM

PREMISE NAME 1234 STREET ADDRESS CITY, STATE, POSTAL

Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIP CODE

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at **PREMISE ADDRESS** on **DATE** by **ITM COMPANY** revealed the violations listed below.

This notice is an **ORDER TO COMPLY**. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at www.thecomplianceengine.com.

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER L.P. at 630-413-9511 or via email at support@mybrycer.com

Sincerely,

Digital Signature

YOUR NAME
YOUR TITLE
YOUR DEPARTMENT NAME

Requirement Letter to Fire Protection Contractors

YOUR DEPARTMENT NAME 1234 STREET ADDRESS CITY, STATE, POSTAL

MONTH, DAY, YEAR

Dear Service Provider,



The <u>AHJ Name</u> has instituted a new process for service providers who inspect and test fire protection systems. Effective <u>Go Live Date</u> all compliant & non-compliant fire protection systems test reports are required to be sent to the <u>AHJ Name</u> electronically by your respective organization via The Compliance Engine's online system at www.thecomplianceengine.com.

The **AHJ Name** is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the **AHJ Name** will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the <u>AHJ Name's</u> jurisdiction are required to register and submit all test, inspection, and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under <u>AHJ Name</u> icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at www.thecomplianceengine.com.

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

Digital Signature

YOUR NAME YOUR TITLE YOUR DEPARTMENT NAME PHONE EMAIL

Keys to Getting Started:

- Register at www.thecomplianceengine.com
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

Key Processes to Know: Check the TCE HELP Portal of for "How To" Visuals



- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

Systems Tracked: (CUSTOMIZABLE)

- Automatic Fire Sprinkler
- **Automatic Closing Fire Assemblies**
- 5yr Sprinkler System
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- **Active Smoke Control**
- Private Hydrant System
- Fire Pump
- Fire Escape
- **Gas Detection System**
- Paint/Spray Booth
- **Emergency Generator**
- **Emergency Radio Responder Coverage System**
- **Emergency Exit Lights**
- **Special Suppression**
- Portable Fire Extinguishers





System Type	Price	Billing Frequency
5 Year Sprinkler	\$20.00	Per Submittal
Automatic Closing Fire Assemblies	\$20.00	Per Submittal
Commercial Kitchen Exhaust (Cleaning)	\$20.00	Per Submittal
Emergency Exit Lights	\$20.00	Per Submittal
Emergency Power Generator	\$20.00	Per Submittal
Emergency Responder Radio Coverage System	\$20.00	Per Submittal
Fire Alarm	\$20.00	Per Submittal
Fire Pump	\$20.00	Per Submittal
Gas Detection Systems	\$20.00	Per Submittal
Hood Suppression System	\$20.00	Per Submittal
Paint/Spray Booth Suppression	\$20.00	Per Submittal
Portable Fire Extinguisher	BELOW	Per Submittal
Private Fire Hydrants	\$20.00	Per Submittal
Smoke Control System	\$20.00	Per Submittal
Special Suppression	\$20.00	Per Submittal
Sprinkler System	\$20.00	Per Submittal
Standpipe	\$20.00	Per Submittal

^{***}REPORTS SUBMITTED AFTER 30 DAYS FROM THE INSPECTION DATE WILL INCUR A \$10.00 LATE FEE***

Portable Fire Extinguishers Pricing

1-5 Extinguishers = \$15.00

6+ Extinguishers = \$20.00

<u>Business Model:</u> There is no cost to the jurisdiction for implementation, annual or ongoing maintenance, licensing or other services offered by BRYCER. At no time will there be an invoice addressed to the jurisdiction for implementation of TCE. BRYCER's system for collecting and processing orders is simple, an Inspection company registers with TCE, which requires their payment card to be recorded and stored by our payment processing partner. We meet and exceed all PCI DSS standards. An inspection company submits a report to the jurisdiction at which point their payment card is billed at the agreed upon rate, frequency (e.g. per system, per building) and posted against the jurisdiction. The inspection company receives an email receipt along with an audit log of their transactions recorded in their custom site. The jurisdiction and the property Owner are never billed or required to make payments.

<u>Extent of Fees:</u> BRYCER charges the inspection companies on a per system, per building basis. However, TCE will accept submission of reports done on all frequencies (e.g. annually, semi-annually, quarterly, monthly, weekly and daily).

Revenue Share Option: BRYCER's revenue share option is a way for the jurisdiction to recover costs for administering your Bureau of Fire Prevention's fire and life safety compliance goals. BRYCER will collect all fees due and payable by third party inspectors and remit the jurisdiction's remuneration on a quarterly basis via Check or ACH Direct Deposit Transfer.

^{***}REPORTS SUBMITTED AFTER 60 DAYS FROM THE INSPECTION DATE WILL INCUR A \$20,00 LATE FEE***

LIST OF SYSTEMS TCE TRACKS

System Type Air Sampling System Area of Rescue Assistance **Automatic Closing Fire Assemblies Chemical Storage Room Commercial Kitchen Hood Suppression System** Commercial Kitchen Exhaust Cleaning **Emergency Exit Lights Emergency Power Generator Emergency Responder Radio Coverage System (BDA)** Fire Alarm Fire Escape Fire Pump **Gas Detection Systems Commercial Kitchen Hood Suppression System Leak Detection** Paint / Spray Booth Suppression Portable Fire Extinguisher Pressure Reducing Valves (PRV's) **Private Fire Hydrant** Rescue Air System **Smoke Management Systems Special Suppression System** Sprinkler System (Wet, Dry, Pre-action, Clean Agent, Deluge) Standpipe **Water Monitor** Water Tank 3 Year & 5 Year (Sprinkler, Standpipe, Hydrant, BDA) **Elevator & Conveyance**



Backflow (Fire, Domestic, Irrigation, Residential)

BRYCER, L.P. 4355 Weaver Parkway Suite 230 Warrenville, IL 60555

June 16th, 2025

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

Re: "The Compliance Engine"

Dear City of Spring Lake Park:

We look forward to providing you with "The Compliance Engine" (the "Solution"). This proposal letter provides the basic terms by which Brycer, L.P. ("Brycer") will provide you, City of Spring Lake Park(Client"), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard "Terms and Conditions" attached to this proposal as Exhibit A. The basic terms are as follows:

- 1. <u>Term</u>: Brycer will provide Client with the Solution for three years, commencing (the "Initial Term"). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a "Renewal Term" and together with the Initial Term, the "Term"). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client's data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.
- 2. <u>Fees</u>: Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.
- 3. **Brycer Responsibilities**: During the Term, Brycer shall be responsible for the following in connection with Client's use of the Solution:
 - Availability. Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **Service Level**. Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - Backup. Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

- integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.
- **Retention of Information**. Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- *Notices*. Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- *Call Center* Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- *Updates and Enhancements*. In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.
- 4. <u>Client Responsibilities</u>: During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:
 - Operating System. Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
 - *Training*. Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
 - *Information*. Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [City of Spring Lake Park] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
 - *Enforcement*. Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
 - *Reports*. Client will require all compliant and deficient test results to be submitted.
- 5. <u>Ownership of Data</u>. Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

with you.	C ,	
	Brycer, L.P.	
	By: Its:	
Acknowledged and Agreed to this day of, 20:		
[City of Spring Lake Park]		
Rv		

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by

counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, L.P. and Client (the "Agreement).

- Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
- 2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
- 3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
- 4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
- Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
- Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is

- required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
- 7. <u>Brycer Warranty.</u> Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
- Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.
- D. LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
- 10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

- such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the thencurrent unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.
- 11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
- 12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
- 13. <u>Illegal Payments</u>. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
- $14. \quad \underline{Beneficiaries}. \ There \ are \ no \ third \ party \ beneficiaries \ to \ the \ Agreement.$
- 15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.

- 16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
- 17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
- 18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
- Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written
- 20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B

Maintenance Schedule and Minimum Service Levels

1. **Uptime and Maintenance**.

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time**.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. <u>Customer Support</u>

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.



MEMORANDUM

To: Spring Lake Park City Council

From: Anne Scanlon, Director of Parks and Recreation

Date: August 4, 2025

Subject: Terrace Park Athletic Court Resurfacing – Project Recommendation

The City Council previously approved moving forward with the conversion of the existing tennis courts at Terrace Park into dedicated pickleball courts. In response, the Parks and Recreation Department solicited quotes for this work, along with optional pricing for improvements to the adjacent basketball courts.

Project Budget

The City has budgeted approximately \$125,000 for the resurfacing project at Terrace Park. Our goal is to complete the conversion to pickleball and address the condition of the basketball courts while staying within this allocation whenever possible.

Bid Summary

Proposals were received from Park Construction and New Look Contracting, with both contractors offering a base bid to resurface the tennis courts and alternate pricing for basketball court repairs and pickleball equipment installation.

Description	Park Construction	New Look Contracting	
Base Bid – Resurface Tennis Courts	\$74,937.02	\$112,950.00	
Alt #1 – Full Resurface Basketball Courts	\$58,181.14	\$38,000.00	
Alt #2 – Crack Repair Basketball Courts	\$13,774.45	\$11,000.00	
Alt #3 – Install Pickleball Posts & Nets	\$9,605.00	\$15,300.00	

All bids exclude striping, surfacing, and related site work.

Full bid documents are included in your Council packets for review.

Department Recommendation

We recommend awarding the base bid and Alternate #3 to Park Construction for a total of \$84,542.02. This would complete the Council-approved pickleball conversion and include new posts and nets, while leaving approximately \$40,000 of the budget unspent.

In addition, we strongly recommend including Alternate #2 to repair the cracks in the basketball court, which would bring the total project to \$98,316.47—well within the approved budget.

Additional Council Consideration

Should the Council wish to fully resurface both the tennis and basketball courts, the cost would increase to \$142,723.16, exceeding the current budget by approximately \$17,700. If this is the preferred option, additional funds would need to be identified before moving forward.

Summary

- Council previously approved the tennis-to-pickleball court conversion.
- We recommend completing that work and installing new pickleball equipment.
- We also recommend crack repair on the basketball courts this season.
- Full resurfacing of both courts is possible but would require additional funding.
- Striping of the new courts will be completed at a later date.

We seek direction from the Council on how you would like to proceed. Please let us know if you have any questions or would like to discuss alternatives further.

Respectfully,
Anne Scanlon
Director of Parks and Recreation
City of Spring Lake Park

Transmittal of Proposal



Park Construction

Minneapolis, MN

Contact: Noah Juliar Phone: 651-260-5926

Fax: Njuliar@park1916.com

Quote To: Spring Lake Park Job Name: SLP Terrace Park Courts

Anne Scanlon <u>Date of Plans:</u> Revision Date:

Phone: Fax:

No Addendums

ITEM	DESCRIPTION			
	BASE BID			
10	MOBILIZATION			
20	REMOVE FENCE AS NEEDED			
30	REMOVE NET POSTS			
40	SAW CUT			
50	RECLAIM TENNIS COURTS			
60	EXPORT RECLAIM			
70	TOLERANCE TENNIS COURTS			
80	INSTALL 2" BIT BASE COURSE SPNWB230B			
90	INSTALL 2" BIT WEAR COURSE SPWEA240B VIRGIN			
100	REINSTALL FENCE			
110	RESTORATION			
	BASE BID TOTAL			74,937.02
	ALT 1			
200	MOBILIZATION			
210	REMOVE FENCE			
220	SAW CUTTING			
230	RECLAIM			
240	EXPORT RECLAIM			
250	TOLERANCE			
260	260 REPLACE FENCE BETWEEN BASKETBALL AND TENNIS COURT			
270	INSTALL 2" BIT BASE COURSE SPNWB230B			
280	INSTALL 2" BIT WEAR COURSE SPWEA240B VIRGIN			
	ALT 1 TOTAL			58,181.14
	ALT 2			
300	MILL CRACKS			
310	INSTALL 1.5" BIT PATCH			

ITEM	DESCRIPTION		
	ALT 2 TOTAL		13,774.45
	ALT 3		
400	FURNISH AND INSTALL NEW PICKBALL POSTS AND NETS		
	ALT 3 TOTAL	-	9,605.00

NOTES:

- NO CONCRETE REPLACEMENT
- NO PAVING UNDER FENCE Per Spec
- NO STRIPING
- NO IRRIGATION WORK REPLACEMENT/REMOVALS/RELOCATIONS)
- WORK TO BE COMPLETED IN ONE PHASE
- NO ELECTRICAL WORK OR REWORK
- NO SUBGRADE CORRECTIONS INCLUDED
- NO STREET SWEEPING
- ALL WORK IN 2025
- NO FLAGGING INCLUDED
- NO TRAFFIC CONTROL
- NO NIGHT WORK
- NO SUNDAY WORK
- STAGING OF WORK TO TAKE PLACE AT THE SAME TIME
- NO EROSION CONTROL
- NO GUARANTEE ON DRAINAGE LESS THAN 1%
- ADD BOND AT @ 0.40% IF REQUESTED
- RETAINAGE SAME AS OWNER
- QUOTE BASED ON ISSUANCE OF STANDARD AGC SUBCONTRACT



14045 Northdale Blvd, Rogers, MN 55374

Main: 763-241-1596 Fax: 763-241-9196

Anne Scanlon- City of Spring Lake Park

Re: Spring Lake Park, MN – Terrace Park Athletic Court Repairs

The following proposal is per Stantec Plans

- Supply & Install Bio-log
- Remove West Fence Line
- Saw Cut & Remove Tennis court Bituminous
- Remove existing tennis post
- Shape and compact existing aggregate base to drain with 1%
- Supply 4 loads of class 5 recycle to provide drainage
- Place 4" of Bituminous in two lifts (2"SPNWB230B, tack coat, 2" SPWEA240B)
- Respread 6" of onsite topsoil

Supply and Install Erosion Control blanket with seed	Base Bid	\$112,950.00
Alt Bid #1 - Pave Basketball court (2"SPNWB230B, tack coat, 2" SPWEA24	0B)Add	\$38,000.00
Alt Bid #2 - Repair Basketball Court Cracks (1.5" SPWEA240B)	Add	\$11,000.00
Alt Bid #3 - Install Pickleball Post & Nets	Add	\$15.300.00

Excludes

- Bond (Add 1%), Surveying, Testing, Permits, Traffic Control, Dewatering, Private Utility locates
- Acrylic surfacing and/or court Striping
- Water, Sanitary, & Storm Sewer
- WAC & SAC; New water service meters, bituminous patching, Televising
- Soil Correction
- Concrete washout basins
- Handling &/or removal of Buried material, large rubble, rubble filled soils, etc.
- Underpinning, Sheeting, shoring, bracing, or retention wall systems
- Foundation insulation & waterproofing, Vapor barriers
- Excavation and/or installation of Signs & Bollards
- Landscaping, edging, mulch, plantings
- Winter Conditions of any kind

Respectfully,

Joel Landkammer

Joel Landkammer

Project Manager/Estimator

Our quote is valid for 30 days. Changes in our quote must be prior approved and acknowledged by NLC. This quote must be attached as an Exhibit to the Contract for this project. NLC must agree that the construction project plans and specifications in our contract are the same documents used for quoting our work scope before entering into a contract.

Quote results Spring Lake Park Terrace Park - Court Repairs July 2025

Base bid is to repace the tennis courts

Alternate 1 is to repave the basketball court

Alternate 2 is to simply fix the cracks on the basketball court.

Alternate 3 is to supply & install posts and nets for pickleball

Contractor	Base Bid	Alt. 1	Alt. 2	Alt. 3
Park Construction	\$ 74,937.02	\$ 58,181.14	\$ 13,774.45	\$ 9,605.00
New Look Contracting	\$ 112,950.00	\$ 38,000.00	\$ 11,000.00	\$ 15,300.00



Memorandum

To: Mayor Nelson and Members of the City Council

From: Haley Morrison, Accounting Clerk / Special Projects Coordinator

Date: July 25, 2025

Subject: GreenStep Cities Road Signs

Council Member Goodboe-Bisschoff has requested the City Council consider approving the purchase of six (6) 2'x2' "Minnesota GreenStep City" signs to display at key locations throughout the City. These signs recognize the City's participation in the Minnesota GreenStep Cities program and help promote our ongoing sustainability efforts to the public.

Spring Lake Park is a proud participant in the Minnesota GreenStep Cities program, which supports and recognizes cities that implement sustainable practices. Installing signage serves to highlight our commitment to environmental stewardship and increase community awareness of this initiative.

The signs will be 2'x2' in size and cost \$88 each. The total cost for six (6) signs is \$528. Funds for this purchase will come directly from the Recycling Fund.

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



GreenStep Cities Road Signs



Once named a GreenStep City, the city will have the opportunity to purchase a sign to be added at any state highway, County or City road entrance to the city. The sign is **2 feet x 2 feet.** GreenStep Tribal Nations signs are also available.

MnDOT Highways

Cost: \$88 each.

The GreenStep Cities program has established the sign design and the ordering process with the Minnesota Department of Transportation (MnDOT). GreenStep Cities signs, which fall under MnDOT's Community Recognition Signage guidelines, are NOT allowed on freeways, statewide.

Each GreenStep City sign is to be mounted below the city population sign in accordance with the following guidelines:

1. Installation of Community Recognition Sign panels shall be coordinated with the District Traffic Office. Contact the District Traffic Office and they will decide if installation is completed by the community under the permit process or installed by MnDOT (\$200 per sign).

www.dot.state.mn.us/trafficeng/contacts.html

- 2. If there are no in-place Community Recognition signs (i.e. Yellow Ribbon, Tree City USA, etc.), the GreenStep Cities sign should be attached to the sign post furthest from the roadway, directly below the population sign panel.
- 3. If there is one in-place Community Recognition sign on the sign post, the GreenStep Cities sign should be attached to the other sign post, directly below the population sign panel.
- 4. If there are two in-place Community Recognition signs (one on each sign post) and the community decides to remove one in-place sign from one sign post to accommodate the GreenStep Cities sign, the GreenStep Cities sign is to be attached to that sign post.
- 5. If there are two in place Community Recognition signs (one on each sign post) and the community wants to retain both in-place signs, the city has to pay an up-front cost of \$200 for MnDOT to modify each population sign structure (to raise the population sign panel to nine feet and add a horizontal stringer to attach all three signs). The total square footage of all three signs cannot exceed 12 square feet.
- 6. If there are three in-place Community Recognition signs attached to a horizontal stringer below the population sign, one of the in-place Community Recognition signs must be removed and replaced with the GreenStep Cities sign.
- 7. Fill out the Order Form from GreenStep Cities (next page) and send to Kristin Mroz of GreenStep Cities at kristin.mroz-risse@state.mn.us.
- 8. Kristin will follow up with the contact about billing. The city will need to send payments directly to MPCA. Signs will be sent to the shipping address provided.

City and County Roads

Cost: Depends on where signs are purchased from. \$88 if purchased from the MnDOT sign shop through GreenStep Cities (see Step 8 for MnDOT Highways). Unknown for other vendors.

- 1. Coordinate with your City or County to determine sign placement, rules on installation, and required permits. Requirements will vary between cities and counties.
- 2. Signs may be purchased through GreenStep Cities from MnDOT (2 feet x 2 feet).
 - a. If you wish to produce signs through a city/county sign shop or other vender, GreenStep Cities will provide the MnDOT-approved sign template.
 - b. You are not required to use the MnDOT template but the design should be as similar as possible. If you chose to create your own template, please provide a proof to Kristin Mroz for approval.
- 3. Fill out the Order Form from GreenStep Cities (below) and send to Kristin Mroz of GreenStep Cities at kristin.mroz-risse@state.mn.us. Kristin will follow up with the contact about billing if signs are to be purchased through MnDOT (see #8 under MnDOT Highways).

GreenStep Cities Road Sign Request Form

City/Tribal Name	Contact Name		Contact Email	
Billing Address (for MnDOT or	ders)	Shipping Addr	ess (for MnDOT orders)	
Number of Signs Requested			OOT/County Highway or County/City road,	
Free Sign from MPCA (circle):	direction (NB, SB, EB or WB), and mile marker if applicable)			
1 OR Already Received				
Additional Signs to be				
purchased by city:	Is a MnDOT highw	ay included?	_ If yes, have they been notified?	
Cinc Chan Landing Carl day				
Sign Shop Location (include number of signs to be produced at each location)				
In-house at city				
 In-house at county MnDOT (Required for signs to be located on MnDOT highways. GreenStep Cities will help coordinate) 				
Other (Please specify):				
: (:				

Return this form to Kristin Mroz with GreenStep Cities at kristin.mroz-risse@state.mn.us. Please hold off on payment at this time.



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June 25, 2025















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City of Spring Lake Park Engineer's Project Status Report

To: Council Members and Staff Re: Status Report for 8.4.25 Meeting

From: Phil Gravel File No.: R:\client\municipal\spring_lake_park_ci_mn (18GEN)

Note: Updated information is shown in *italics*.

2025 MS4 Permit and SWPPP Update (193801776 Task 450). Pond, structural BMP, and outfall inspections are due annually. Program analysis and annual training is due by December. Annual meetings are usually held in June but can be held anytime. Annual Reports to the MPCA are generally due in June. Part 1 of new Permit Application was submitted on April 17, 2025. *MPCA requires documentation of partnerships with the watershed districts regarding construction inspections. MPCA Audit will be on August 12th.*

2024 Sanburnol Drive NE, Elm Drive NE, and 83rd Avenue NE (193806347). *Project close-out will occur in 2025. Contractor has been notified to reseed the identified bad seeding areas.*

2025 Street 79th Avenue and Taylor Street NE Mill and Overly Project (193807275). The project includes 79th Avenue (Able St. to TH-65) and Taylor Street NE (79th Ave. to Osborne Rd.). Contractor is North Valley Inc. Construction has started and will be completed in August. Parking signing needs to be completed. Pavement markings will be completed under the seal coat project.

Future Water Tower Painting Project (19380xxxx). The CIP includes rehabilitation of the coatings on the Able and Arthur water towers in 2027 and 2028. The Administrator submitted a PPL application for possible State of MN DWRF financing. *Next step is to submit an IUP application.*

1-Year Warranty Televising for 2023-2024 Sanitary Sewer Lining Project (193805871). Final Visu-sewer report needs to be reviewed. A sewer lateral cleaning and grouting project will be necessary in 2026 or 2027.

2025 Seal Coat and Crack Repair Project (193807361). Includes streets north of Osborne Rd, east of Monroe St., and west of TH-65. Will also include Univ. Service Dr. and Terrace Road north of 81st Ave. Construction Contract with Allied Blacktop has been signed. *Crack filling work has been completed. Seal Coat and pavement markings in August.*

Possible Future Storm Sewer Lining Project. The Public Works Director has evaluated sewers for a lining project in 2025. *A quote for lining was approved on 7/7/25.*

Terrace Park Improvements Project (193807324). The Parks and Recreation Director has identified repairs necessary for court repairs. A 2025 court resurfacing project will be completed. Quote results information will be provided at the August 4th City Council meeting.

2026 Anoka County Highway 10 Paving Project: Anoka County is planning to repave Co. Rd. 10 between Able St. NE and Pleasant View Dr. in 2026. The construction will require closing Co. Rd. 10.

Please contact Evan Monson, Bruce Paulson, Zach Naslund, Eric Stommes, or me if you have questions or require additional information.

