



CITY COUNCIL WORKSESSION AGENDA
MONDAY, MARCH 09, 2020
CITY HALL at 5:30 PM

- 1. CALL TO ORDER**
- 2. DISCUSSION ITEMS**
 - A. MSA Map Amendment Discussion
 - B. Garfield Pond Project Update
 - C. Animal Control Agreement Discussion - North Metro Animal Care and Control
 - D. Terrace Park and Arthur Street Pumphouse Camera System Replacement
 - E. SBM Fire JPA Discussion
 - F. Review Draft of Updated Charitable Gaming Ordinance
 - G. JP Brooks Development Update
- 3. REPORT**
 - A. Administrator Report
- 4. ADJOURN**



Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: February 11, 2020

Subject: MSA Revision – 81st Avenue

Pursuant to the City Council's direction, staff has begun the process to amend the City's MSA system to remove a portion of 81st Avenue from the MSA system in an effort to reduce through-truck traffic along 81st Avenue between Trunk Highway 47 (University Avenue) and Trunk Highway 65.

Attached is a map showing the MSA map revisions being proposed to MnDOT. The City would revoke a portion of 81st Avenue between University Avenue and Terrace Road NE and a portion of the University Avenue Service Road between 83rd Avenue and 81st Avenue NE and replace it with a section of Able Street between 81st Avenue and Osborne Road. The remainder of the system will remain the same. The MSA system revisions were submitted to MnDOT on January 23, 2020.

Also included is a draft signage plan. We are seeking Council feedback regarding the placement of signs along 81st Avenue to inform drivers of the prohibition of trucks.

In addition, staff has created a preliminary draft of an ordinance amendment to Chapter 70 creating the legal restriction to operate trucks with a gross weight of more than 7000 pounds on the stretch of 81st Avenue between University Avenue Service Road and Terrace Road. Exceptions would be made for delivery trucks, garbage trucks and commercial vehicles permitted to be parked in residential districts in accordance with the City's zoning code.

We would appreciate the City Council's continued feedback in this proposed MSA map revision. If you have any questions, please don't hesitate to contact me at 763-784-6491.

Daniel Buchholtz

From: Gravel, Phil <Phil.Gravel@stantec.com>
Sent: Friday, January 24, 2020 8:21 AM
To: Daniel Buchholtz
Subject: FW: City of Spring Lake Park - MSA Revision
Attachments: SLP_MSA updates_2020 revisions.pdf

Hi Dan- Just FYI, we've stated the system revision process with MnDOT State Aid that will get the west end of 81st Ave. off of the system and allow the city to post that segment as "no trucks". In March or April there will be council resolutions to pass. -Phil

Phil Gravel

Principal
Direct: 612-712-2053
Stantec



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From: Dresel, Julie (DOT) <julie.dresel@state.mn.us>
Sent: Thursday, January 23, 2020 4:09 PM
To: Preston, Jeff <Jeff.Preston@stantec.com>
Cc: Gravel, Phil <Phil.Gravel@stantec.com>
Subject: RE: City of Spring Lake Park - MSA Revision

This is great for the first review. After we look at this a Metro, we forward it to Bill Lanoux at CO SALT. He will then send you a preliminary approval letter (if it is OK). That letter will give you instructions regarding your resolution.

Julie Dresel, P.E.
Metro State Aid
(651) 234-7780
julie.dresel@state.mn.us



From: Preston, Jeff [<mailto:Jeff.Preston@stantec.com>]
Sent: Thursday, January 23, 2020 3:59 PM
To: Dresel, Julie (DOT) <julie.dresel@state.mn.us>
Cc: Gravel, Phil <Phil.Gravel@stantec.com>
Subject: City of Spring Lake Park - MSA Revision

Hello Julie,
Please find attached a figure outlining proposed MSA System revisions for the City of Spring Lake Park. Please let me know if you need further information to start the process. I understand there will be a need for a Council Resolution, but will get to that after State Aid concurs with the propose revision. Thanks again.

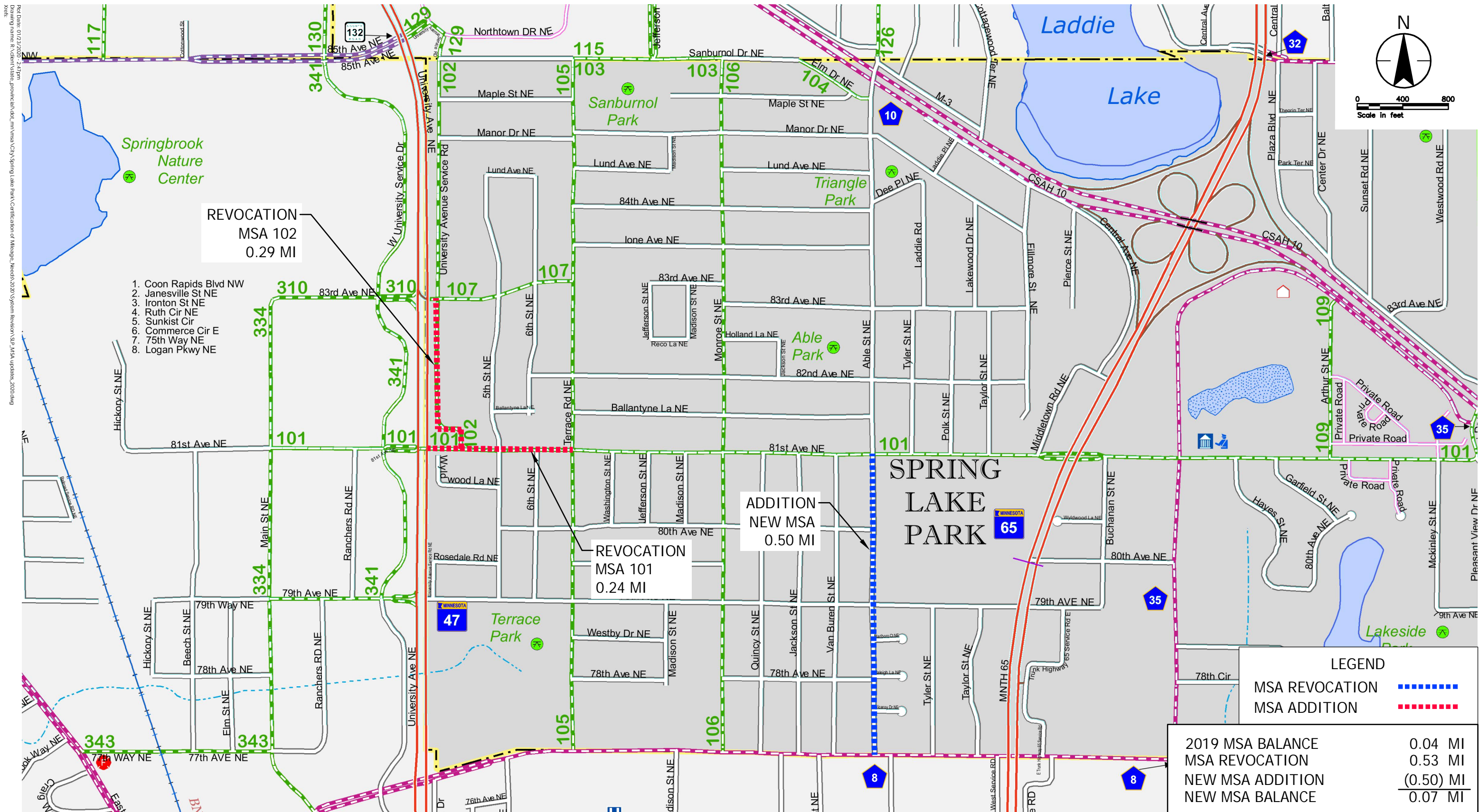
Jeff Preston
Senior Engineer



Stantec
733 Marquette Avenue Suite 1000
Minneapolis MN 55402-2309



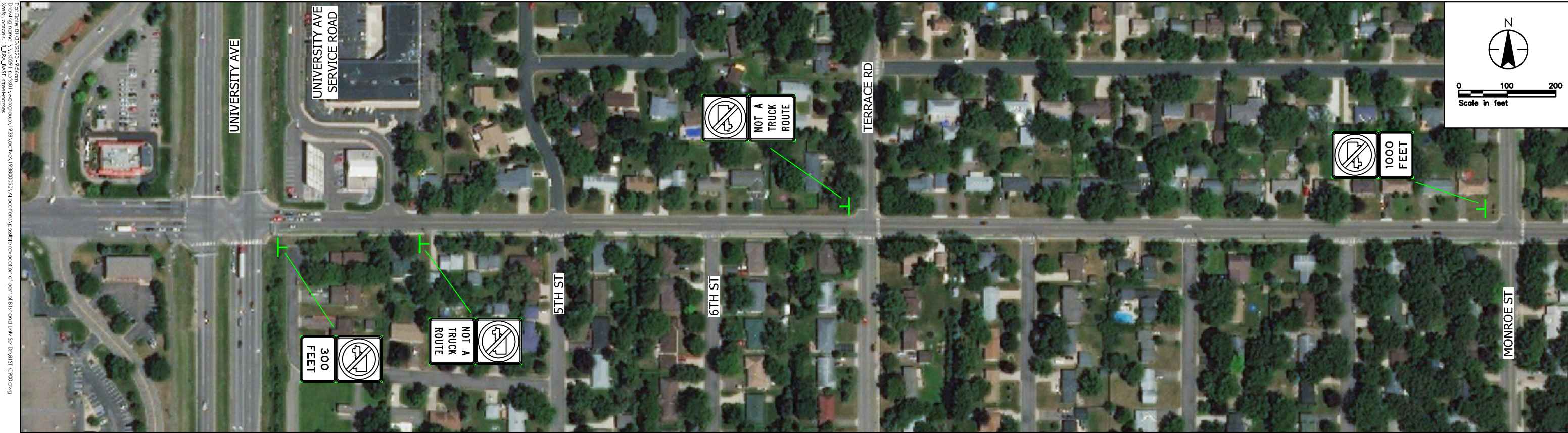
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PROPOSED MSA SYSTEM REVISIONS - 2020

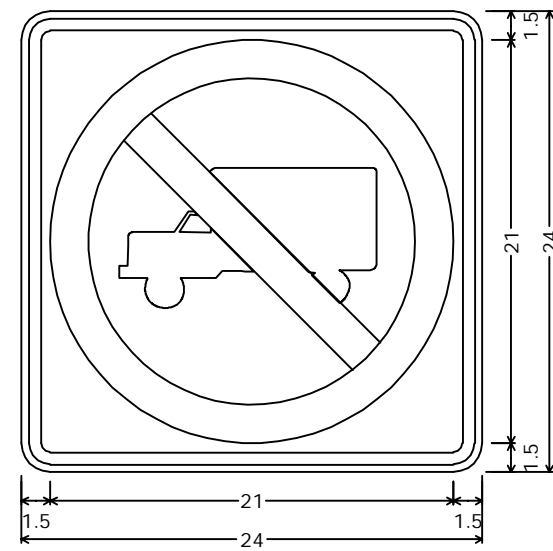
CITY OF SPRING LAKE PARK, MN
MUNICIPAL STATE AID SYSTEM

FIGURE 1

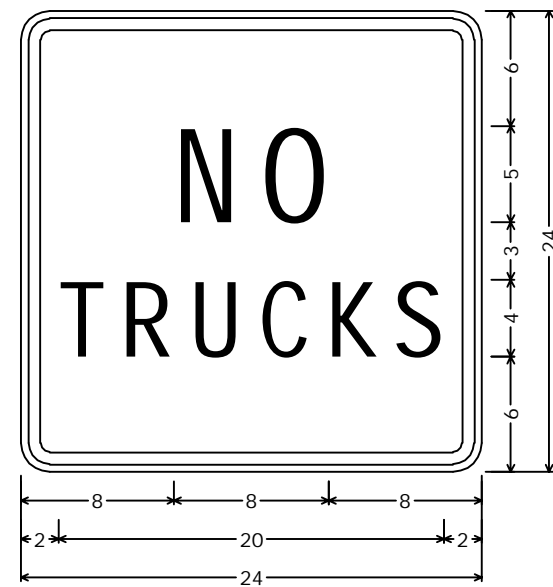


SIGNING LAYOUT

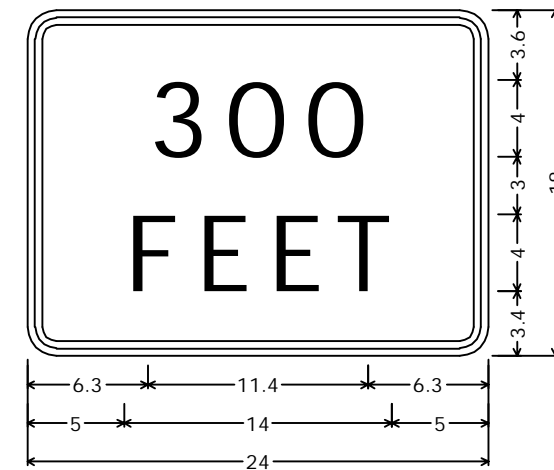
TEXT OPTION



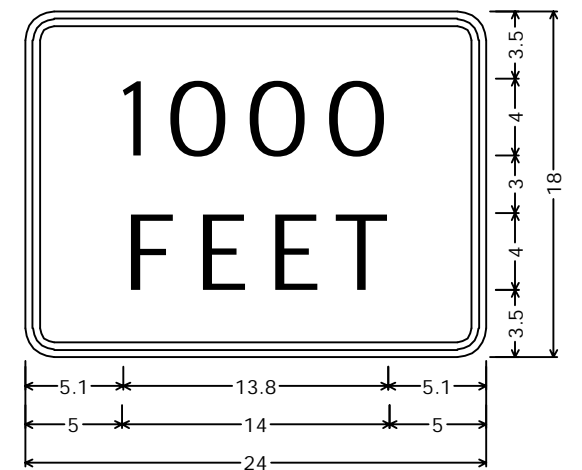
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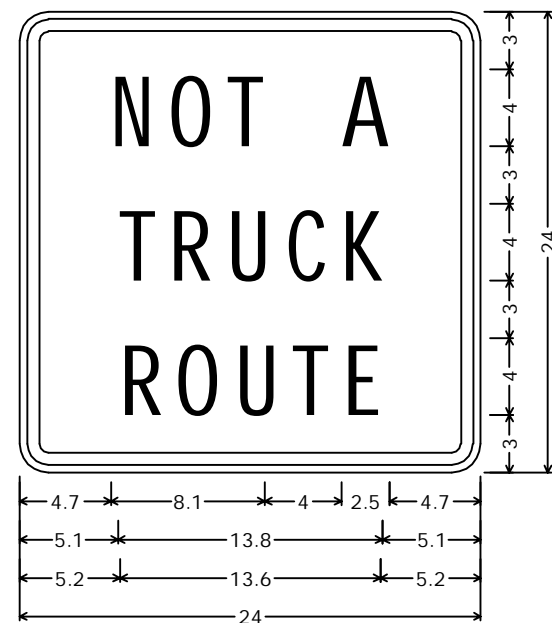
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[NO] D; [TRUCKS] D;



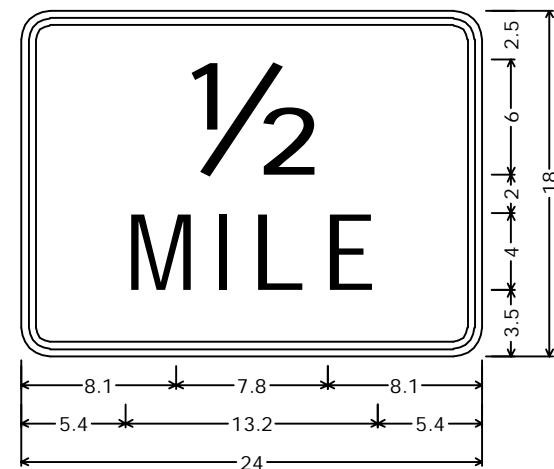
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[300] E; [FEET] E;



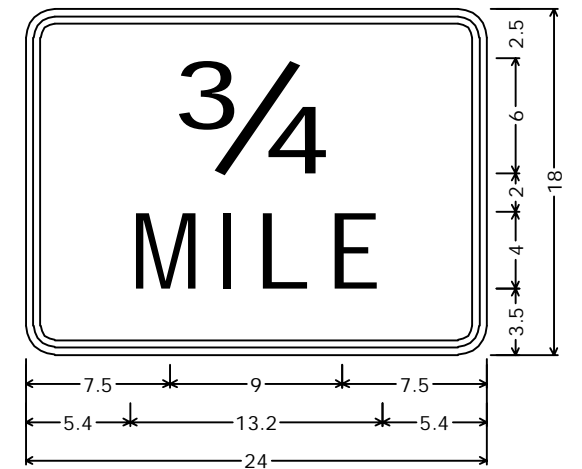
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[1000] E; [FEET] E;



Identifier : 24x24;
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[NOT A] C; [TRUCK] C; [ROUTE] C;



Identifier : W20-100P_24x18;
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[½] E; [MILE] E;



Identifier : W20-100P_24x18;
1.5" Radius, 0.4" Border, 0.4" Indent, Black on White;
[¾] E; [MILE] E;

SIGNING DETAILS

ORDINANCE NO. XXX

AN ORDINANCE AMENDING CHAPTER 70 OF THE SPRING LAKE PARK CITY CODE RELATING TO TRAFFIC REGULATIONS

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

Section 1. §70.15 of the City Code is hereby amended to read as follows:

§70.15 ~~SEASONAL~~ ROAD RESTRICTIONS; COUNCIL AUTHORITY

Whenever any street, alley, or public highway of the city, by reason of deterioration, rain, snow, or other climatic conditions, will be seriously damaged or destroyed unless the use, operation or movement of vehicles thereon is prohibited or the permissible weights thereon reduced, the City Council may by resolution prohibit the operation of vehicles thereon or impose restrictions as to the weight of vehicles to be operated thereon.

Section 2. Section §70.17 is hereby amended to read as follows:

§70.17 NOTICE REQUIREMENT.

Notice of prohibition or any restriction imposed under §70.15 hereof shall be made in the manner provided in M.S. §169.87 and by posting printed signs at each end of the restricted street and other places as the City Council shall deem advisable. Thereafter, it shall be unlawful for any person to use, operate or move any vehicle or combination of vehicles in and upon such street or public highway in the City contrary to the prohibitions set forth in such resolution and notice.

§70.17-§70.18 of the City Code are hereby renumbered to §70.18-§70.19.

Section 3. A new section, §70.17, is hereby adopted and reads as follows:

§70.17 RESTRICTIONS.

(A) It is hereby prohibited to operate trucks having a gross weight of more than 7,000 pounds on the following designated streets:

<u>Street</u>	<u>From</u>	<u>To</u>
<u>81st Avenue NE</u>	<u>University Ave Service Drive</u>	<u>Terrace Road</u>

(B) The above weight restrictions shall not apply to trucks making deliveries to, refuse trucks making collections at residences and businesses at the street(s) set forth in (A). The above weight restrictions set forth in (A) shall not apply to vehicles parked in residential districts in accordance to §153.066(B).

Section 4. This Ordinance shall take effect upon its passage and publication.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this ____ day of _____ 2020.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator/Clerk

SEASONAL ROAD RESTRICTIONS

§ 70.15 SEASONAL ROAD RESTRICTIONS; COUNCIL AUTHORITY.

Whenever any street, alley, or public highway of the city, by reason of deterioration, rain, snow, or other climatic conditions, will be seriously damaged or destroyed unless the use of vehicles thereon is prohibited or permissible weights thereon reduced, the City Council may by resolution prohibit the operation of vehicles thereon or impose restrictions as to the weight of vehicles to be operated thereon.

(1976 Code, § 50.01)

§ 70.16 NOTICE REQUIREMENT.

Notice of prohibition or any restriction imposed under § 70.15 hereof shall be made by posting printed signs at each end of the restricted streets and other places as the City Council shall deem advisable.

(1976 Code, § 50.02)

§ 70.17 EXCEPTION; PERMISSION AND BOND REQUIRED.

If any person shall desire to use an alley, street, or public highway of the city in a manner not authorized by reason of prohibitions or restrictions as are imposed under this subchapter, the City Council may, at its discretion, grant permission upon such conditions as it may prescribe, provided that the person shall first furnish to the city a bond or certified check with good and sufficient corporate surety thereon, guaranteeing to secure the payment of all costs of putting the street in as good condition as it was before prohibition or restriction, that bond or certified check and the amount thereof to be approved by the City Council.

(1976 Code, § 50.04)

§ 70.18 POLICE; RIGHT OF WEIGHT INQUIRY.

Any police officer having reason to believe that the weight of a vehicle and load is unlawful is hereby authorized to require the driver to stop and submit to weighing of the same either by means of portable or stationary scales, and may require that the vehicle be driven to the nearest public scales. Any driver of a vehicle who fails or refuses to stop and submit the vehicle and load to weighing or who fails or refuses when directed by an officer, upon a weighing of the vehicle, to stop the vehicle and otherwise comply with the provisions of this subchapter shall be guilty of a misdemeanor.

(1976 Code, § 50.05) Penalty, see § 10.99



Minnesota Department of Transportation
395 John Ireland Boulevard
Saint Paul, MN 55155

Memo

TO: Mr. Phil Gravel
Spring Lake Park City Engineer

FROM: William Lanoux
Manager, Municipal State Aid Needs Unit

DATE: February 12, 2020

SUBJECT: Municipal State Aid Designations & Revocations (*payback on a revocation*)

The following Municipal State Aid Street revocations will be approved when the City Council resolution has been received.

Part of MSAS 101: 81st Avenue NE- from TH 47 to Terrace Road (0.24 miles)

Part of MSAS 102: University Avenue Service Drive- from 81st Avenue NE to 83rd Avenue NE (0.27 miles)

The following Municipal State Aid Street designation will be approved when the City Council resolution has been received.

MSAS 110: Able Street NE- from Osborne Road (CSAH 8) to 81st Avenue NE (0.50 miles)

A Commissioner's Order will follow. (*See information on payback on the next page*)

Needs Update Comments:

Routes can receive Needs and be used in the calculation of your 2021 allotment. Include these revisions with your 2020 spring Needs update.

Certification of Mileage Update Comments:

You can include these revisions on the *2020 Annual Certification of Mileage* that is due in January 2021.

	Available Mileage	0.04	2019 Certified Mileage
+	Revoked Mileage	0.51	
-	<u>Designated Mileage</u>	<u>0.50</u>	
	Remaining Available Mileage	0.05	

If you have any questions, contact your DSAE or Bill Lanoux at (651) 366-3817 for instructions.

cc. District State Aid Engineer



The city has agreed to the following payback for project 183-102-002

Amount (from SAAS reports) = \$257,730;

Awarded 1996

Reconstruction Project (25 years of life): 2020-1996 = 24, so one year of life left.

- 1) PRORATE BY LIFE LEFT: $1/25 * \$257,730 = \underline{\$10,309 \text{ of PAYBACK}}$
(city will be “pay short” this amount on their next payment request)



RESOLUTION NO. XXX-XX

MUNICIPAL STATE AID STREET SYSTEM REVISION

Pursuant to due call and notice thereof, a regular meeting of the City Council of the Spring Lake Park, Minnesota, was held in the Council Chambers of said City on the xx day of March 2020 at 7:00 p.m.

Members present:

Members absent:

WHEREAS, it appears to the City Council of the City of Spring Lake Park that the streets hereinafter described as a revocation should have the designation as a Municipal State Aid Street removed under the provisions of Minnesota law, and

WHEREAS, it appears to the City Council of the City of Spring Lake Park that the street hereinafter described as a designation be designated as a Municipal State Aid Street under the provisions of Minnesota law.

NOW THEREFORE, BE IT RESOLVED by the City Council of Spring Lake Park that the roads described as follows, to wit:

Revocation:

81st Avenue NE (Existing) – University Avenue (TH 47) to Terrace Road

University Avenue Service Road (Existing) – 81st Avenue NE to 83rd Avenue NE

be, and hereby are revoked as Municipal State Aid Streets of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota, and

BE IT FURTHER RESOLVED, by the City Council of Spring Lake Park that the road described as follows, to wit:

Designation:

Able Street NE – Osborne Road (CSAH 8) to 81st Avenue NE

be, and hereby is established, located, and designated as a Municipal State Aid Street of said City, subject to the approval of the Commissioner of Transportation of the State of Minnesota, and

BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for consideration, and that upon approval of the designation of said road or portion thereof, that the same be constructed, improved and maintained as a Municipal State Aid Street of the City of Spring Lake Park, to be numbered and known as a Municipal State Aid Street.

ADOPTED: *(date)*

(Name), Mayor

ATTEST:

(Name), City Clerk

CERTIFICATION

I hereby certify that the above is a true and correct copy of a Resolution duly passed, adopted and approved by the City Council of said City on *(date)*.

City Clerk
City of *(city name)*

RICE CREEK WATERSHED DISTRICT

4325 Pheasant Ridge Drive, Suite 611

Blaine, MN 55449

Phone: (763) 398-3070 / Fax: (763) 398-3088

<http://www.ricecreek.org>


PERMIT 19-111

Expires on 08/20/2021

Pursuant to the Rules and Regulations of the Rice Creek Watershed District and the District policies and standards, and based upon the statements and information contained in the permit application, letters, maps, and plans submitted by the applicant and other supporting data, all of which are made a part hereof by reference, permission is hereby granted to the permittee named below to conduct the activity described below. **If an extension to the permit is needed, the permittee should submit a written request to the District at least 2 weeks prior to the expiration date.**

Name of Project Garfield Pond Improvements			
Project Description Flood control and water quality improvements			
Property Location 81st Ave NE & Arthur St NE		County Anoka	Municipality Spring Lake Park
Permittee Name City of Spring Lake Park		Permittee Contact Dan Buchholtz	
Permittee Address (No. & Street, City, State, Zip code) 1301 81st Avenue NE, Spring Lake Park, MN 55432			
Permittee Phone #'s 763-784-6491	Permittee Fax 763-792-7257	Permittee Cell Phone	Permittee e-mail info@slpmn.org
Overall Surety Paid	Surety Paid in Cash / LOC /	Cash Paid By	Letter of Credit Expiration
In accordance with the attached plan received at the District on (date received): 12/18/2019			

Authorized Signature:



Nick Tomczik, District Administrator
Date of Issuance: 02/20/2020

SPECIAL STIPULATIONS

1. Provide an as-built survey of the invert elevations of the 42-inch RCP pipe to verify location and elevation with the approved plans.

EROSION AND SEDIMENT CONTROL STIPULATIONS

1. Erosion control measures shall be in place prior to grading activities and maintained through project completion. These features can include sediment logs, erosion blankets, sod, riprap, silt fence and temporary or permanent vegetation.
2. The District Inspector may require additional erosion control features, dependent upon site condition.
3. Refer to the MPCA "Protecting Water Quality in Urban Areas" manual at <http://www.pca.state.mn.us/water/pubs/sw-bmpmanual.html> for BMPs.
4. Please contact the District Inspector at 763-398-3070 if you have questions or to discuss site stabilization practices.

GENERAL PROVISIONS

1. The project shall be in accordance with the plans most recently submitted and approved by the District as part of the record of this project.
2. This permit is not assignable by the Permittee, except with the written consent of the RCWD.
3. The Permittee shall grant access to the site at all reasonable times during and after construction to authorized representatives of the RCWD for inspection of the work authorized hereunder.
4. In all cases where the Permittee, by performing the work authorized by this permit, shall involve the taking, using, or damaging of any property rights or interests of any other person or persons, or of any publicly owned lands or improvements thereon or interests therein, the Permittee, before proceeding, shall obtain the written consent of all persons, agencies, or authorities concerned, and shall acquire all property, rights and interests needed for the work.
5. This permit is permissive only. No liability shall be imposed on the RCWD or any of its officers, agents, or employees, officially or personally, on account of the granting hereof or on account of any damage to any person or property resulting from any act or omission of the Permittee or any of its agents, employees, or contractors. This permit shall not be construed as estopping or limiting any legal claims or right of action of any person against the Permittee, its agents, employees or contractors, for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the RCWD against the Permittee, its agents, employees, or contractors for violation of or failure to comply with the permit or applicable provisions of law. If during the work conditions are encountered indicating that soil or groundwater contaminants may be present, work must cease until the RCWD has been informed. The RCWD may require additional information and may require that the stormwater management plan be amended in order to properly manage site stormwater in the presence of contaminants.
6. Any stormwater management facilities approved as part of this permit shall be properly maintained in perpetuity to assure that they continue to function as originally designed.
7. After vegetation is in place and erosion control features have been removed, notify the District Inspector at 763-398-3070. Once the Inspector verifies that site conditions comply with all permit requirements, your cash surety will be returned to the remitter.
8. **FAILURE TO COMPLY WITH THE PROVISIONS OF THIS PERMIT IS A VIOLATION OF THE LAW AND MAY RESULT IN FORFEITURE OF PERMITTEE'S SURETY AND/OR THE PERMITTEE BEING CHARGED WITH A MISDEMEANOR.**

NORTH METRO ANIMAL CARE AND CONTROL

STANDARD ANIMAL AND IMPOUND SERVICES AGREEMENT

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

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

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

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

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

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

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

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

5. Special Services Included at No Charge

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

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

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

d. Monthly Reporting of Animal Services and Impound Activity

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR

Date: _____

By: _____

Its: _____

CITY OF SPRING LAKE PARK

Date: _____

By: _____

Mayor

Attested by:

Date: _____

City Administrator, Clerk/Treasurer

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

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

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

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

CONTRACTOR

Date: _____

By: _____
Its: _____

CITY OF SPRING LAKE PARK

Date: _____

By: _____
Mayor

Attested by:

Date: _____

City Administrator, Clerk/Treasurer



Memorandum

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

Mayor and City Council,

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

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

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

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

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

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

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

Total Cost- \$29,465.00

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

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

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

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

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

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

JSB-CV202A5

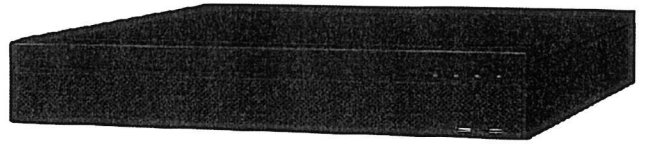
HD / 5MP, IR Vandal Dome, 2.8-12mm lens,
Indoor / Outdoor, Weatherproof, IR, ICR, OSD,
IP67, IR Distance: 120 Ft, 5-Year Warranty



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

JSB-CV16HD

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



FEATURES

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

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

JSB-CV16HD CONTINUED

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



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4893

Name / Address

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

Project

Item	Description	Qty	Rate	Total
JSB-CV16HD	16-CHANNEL HD DVR, 6 TERABYTE HARD DRIVE, HYBRID DVR - WORKS WITH ANALOG AND HD CAMERAS, BUILT-IN REMOTE ACCESS	1	1,550.00	1,550.00T
JSB-CV202A5	HD DOME CAMERA - 5MP, RESOLUTION, AUTOFOCUS 2.8-12MM LENS, INDOOR/OUTDOOR RATED, BUILT-IN IR FOR EXCELLENT DAY/NIGHT VIDEO	13	235.00	3,055.00T
Camera Power Supply	18 PORT CAMERA POWER SUPPLY BOX	1	185.00	185.00T
Battery Backup Device		1	190.00	190.00T
INSTALLATION	INSTALLATION OF 13 CAMERAS USING EXISTING CUSTOMER CABLING. INCLUDES DVR PROGRAMMING, REMOTE ACCESS SETUP, AND TRAINING. PROVIDE ALL NECESSARY LABOR FOR THE INSTALLATION OF 13 NEW CAMERAS -INSTALLATION OF NVR/DVR & REMOTE ACCESS SETUP -PROGRAM DVR/NVR -TEST AND LABEL ALL CABLING. -CLEAN UP WORK AREAS, PROVIDE TRAINING **QUOTE BASED ON NORMAL BUSINESS HOURS - 7AM-5PM	1	1,480.00	1,480.00
Subtotal				\$6,460.00

Sales Tax (0.0%)

\$0.00

Total

\$6,460.00

Phone #

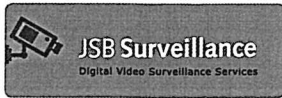
Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4894

Name / Address

ARTHUR STREET PUMP HOUSE

Project

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

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4897

Name / Address

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

Project

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

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address
LAKE SIDE PARK

Project

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

Phone #

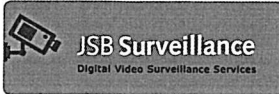
Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

LAKE SIDE PARK

Project

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

Phone #

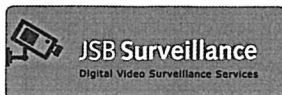
Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

CITY HALL

Project

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

Phone #

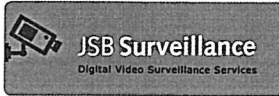
Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com



235 Kentucky Ave S
Golden Valley, MN 55426

2/27/2020

Estimate #

4898

Name / Address

CITY HALL

Project

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

Phone #

Fax #

952-545-0115

866-681-8195

Web Site

www.jsbsurveillance.com

Memorandum

To: Mayor Nelson and Members of the City Council

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

Date: February 28, 2020

Subject: SBM Fire Department JPA, Contract discussion

Over the past several months, staff from the cities of Mounds View, Blaine and Spring Lake Park have met to discuss the current joint powers agreement for the Spring Lake Park-Blaine-Mounds View Fire Department (SBM). The SBM Joint Powers Agreement, in place since 1990, was established due to the need for the three communities to make significant investments in stations and apparatus. Since its adoption, the JPA has remained relatively unchanged except for two minor adjustments. The first adjustment was to carry the formula out to three decimal points. The second adjustment is to clarify that storm related calls, especially summer storms, shall be counted as one call for formula purposes.

The JPA, as well as the Fire Department contract, contains a formula to cost-share the operational and capital expenses for the Fire Department. The formula in effect currently calculates 50% of the cost share based on market value and 50% of the cost share based on call volume averaged over a three year period. When first adopted in 1990, the formula shares were:

Blaine	64.36%
Mounds View	22.08%
Spring Lake Park	13.56%

For the 2020 fiscal year, the formula shares are:

Blaine	76.093%
Mounds View	15.998%
Spring Lake Park	7.963%

The City of Blaine has proposed that the cities consider a fixed formula. The reasons articulated were:

- Inconsistencies between Anoka County and Ramsey County assessed valuations;
- Concern that if Blaine's share of the formula rose to 80% or more, there could be consideration on their part to abandon the model.
- The formula does not adequately recognize the base cost of fire protection. Even if no fire calls were received over the course of a year, the fire department budget would still exceed

several million dollars as the ability to respond requires stations, apparatus and well-trained, properly equipped firefighters. The greater the disparity between the cities, the more disproportionate the formula becomes.

A fixed formula would address these issues and negate the need to recalculate every year. Options include: 1) locking in the 2020 formula, rounding to the nearest whole number (Blaine – 76%, Mounds View – 16%, Spring Lake Park – 8%); 2) selecting another allocation; or 3) no change.

Staff believes that the model is highly cost effective for the City of Spring Lake Park. The City has the benefits of a fire department equipped to serve a population of 80,000 at 8% of the cost to service that department. In addition, under the current JPA, the City has a voice in the governance of SBM Fire Department. Should Blaine dissolve SBM and form their own fire department, the City would likely contract for service with either Blaine or another fire department, thereby having less of a voice in the governance, operation and cost of the department.

If the City Council is open to a further discussion, the JPA and the Fire Services contract would need to be amended.

Staff is seeking direction from the City Council on how to proceed. If you have any questions, please don't hesitate to contact me at 763-784-6491.

JOINT POWERS AGREEMENT FOR THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the _____ day of _____, 2020, and is entered into, pursuant to the provisions of the Minnesota Joint Power Act, Minn. Stat. §471.59, by and between the Cities of Blaine (herein “Blaine”), Mounds View (herein “Mounds View”), and Spring Lake Park (herein “Spring Lake Park”), collectively herein “Cities”, each such City being a municipal corporation and political subdivision of the State of Minnesota.

II. Purpose and Background. It is the Cities’ general purpose under this Agreement to cooperate in providing fire protection services to their residents. This purpose may be effectuated through the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services and related expenses; and the taking of all other action desirable or necessary in connection therewith. The Cities have a history of cooperating with one another in providing fire protection, most recently pursuant to a certain Contract to Furnish Fire Protection Service (the “Contract”) which each of the Cities executed with Spring Lake Park Fire Department, Inc. in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the “Formula”) set out in Exhibit “A” attached hereto. Under this Agreement, Cities anticipate that equipment and other property currently owned by the Fire Company will be acquired by the Cities; that the Cities will acquire additional land, buildings, and other equipment and property for the fire protection and related public health and safety purposes; that the Cities will in turn by contract make available such property to appropriate service providers, including the Fire Company; and that the Cities will share the respective costs thereof pursuant to the Formula and as further provided in paragraph III (D) of this Agreement. All property acquired pursuant to this Agreement is hereinafter referred to as the “Property”.

III. Terms. Now, therefore, in a reliance upon and in consideration of the mutual undertakings herein expressed, Blaine, Mounds View, and Spring Lake Park agree as follows:

- (A) **Exercise or Powers:** The Cities shall exercise such power as may be necessary or convenient to effectuate the purposes of this Agreement, in the manner herein prescribed, or as may otherwise be agreed upon from time to time. The Cities shall strictly account for and disburse all receipts and expenses under this Agreement and shall own all of the Property as provided in paragraph III (E) hereof.
- (B) **Creation and Composition of Administrative Committee.** An Administrative Committee comprised of the three chief administrative officers of the Cities is hereby established. The Blaine City Manager shall maintain the files and records of the Committee.

(C) Duties of Administrative Committee. The Administrative Committee's duties shall include, but not be limited to, the following:

1. To administer the terms and provisions of this Agreement.
2. To periodically review fire service contract proposals submitted by providers of fire protection and to make recommendations to the Cities regarding the terms of such proposals.
3. To periodically review the Cities' requirements for firefighting equipment or land and buildings to be used for fire protection services and to make recommendations to the Cities regarding the purchase, sale, maintenance, or lease of such firefighting equipment, land or buildings.
4. To review the annual budget for fire protection services to the Cities, to make recommendations thereon to the Cities, and to administratively monitor the execution of the approved annual budget for fire protection services.

(D) Sharing of Costs. All costs incurred pursuant to this Agreement, including annual operating costs, capital costs, and annual debt service on any bonds or other obligations hereafter issued pursuant to this Agreement; shall be borne by the Cities in their respective shares, as determined by the Formula from year to year. Mounds View and Spring Lake Park agree to pay to Blaine, as and when requested, annual debt service on bonds or other obligations issued pursuant to this Agreement.

(E) Ownership of Property. Property shall be held nominally in the name of the City of Blaine, but each of the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City's "Historical Share" hereinafter described. For the year 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to \$1,332,566, of which Blaine contributed \$857,694 (64.36%), Mounds View contributed \$294,205 (22.08%), and Spring Lake Park contributed \$180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the formula at the time such decision is made, with each such decision being made on the basis of 50% plus approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, building, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately \$4,450,000 of bonds be issued. It is anticipated that such bonds

would be issued by Blaine and would be general obligations of that City. Each City's share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City's Formula percentage for that year multiplied by the total amount of the debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III (F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decision under tis Agreement, including those described above, the Administrative Committee shall make recommendations

(H) Duration of Agreement. This Agreement shall remain in effect for an indefinite term.

(I) Termination of Agreement. This agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon receipt of a notice of intent to withdraw, the Administrative Committee shall make all the necessary arrangements to sell or dispose of the firefighting equipment and land or buildings acquired pursuant to this Joint Powers Agreement. The Cities shall obtain an appraisal of the firefighting equipment and land and buildings acquired pursuant to this Joint Powers Agreement to determine the depreciated value of the Property. If the Cities cannot agree on the appointment of an appraiser, the Chief Judge of the Tenth Judicial District shall appoint the appraiser. The appraised assets shall be disposed of in the following priority:

1. In the event that the remaining two cities intend to continue to participate in this Agreement, the remaining Cities would purchase the interest of the withdrawing City and proportionately share the cost of purchase. For example, if Spring Lake Park withdrew, Blaine's current ownership interest is 64.36% and Mounds View's is 22.08%. Therefore, Blaine would be responsible for 64.36/86.44; or 74.46% of the purchase, and Mounds View would be responsible for 22.08/86.44; or the remaining 25.54% of the buyout. The remaining Cities shall, within 90 days of the date of the termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing City its share of the appraised value of the Property.
2. If one City withdraws and either of the remaining Cities does not wish to participate in the purchase of the withdrawing City's share as described in paragraph 1, the failure to participate shall be an election by that City to also withdraw. The remaining City can then either elect to liquidate the property, or elect to purchase the share of the withdrawing Cities. In the event of a purchase, the remaining City shall, within 90 days of the date of termination of this Agreement, or pursuant to the mutually agreed upon payment schedule, pay the withdrawing Cities their share of the appraised value of the Property.

3. If none of the Cities wish to purchase the Property, the Property shall be sold. Any distribution of the proceeds of the disposition of any Property and the return of any other assets arising pursuant to this Agreement shall be made to each of the Cities in proportion to its Historical Share as it exists at the time of such disposition.

(J) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of the Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, THE Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized and execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated:

By: _____
Its Mayor

By: _____
Its City Manager

Pursuant to authority granted by Blaine
Resolution No. _____, adopted the
_____ day of _____,
2020.

City of Mounds View, Minnesota

Dated:

By: _____
Its Mayor

By: _____
Its City Administrator

Pursuant to authority granted by
Mounds View Resolution No. _____,
adopted the _____ day of
_____, 2020.

Dated:

City of Spring Lake Park, Minnesota

By: _____
Its Mayor

By: _____
Its City Administrator

Pursuant to authority granted by
Spring Lake Park Resolution No. _____,
adopted the _____ day of
_____, 2020.

EXHIBIT A

Payment for the services provided by the Fire Department shall be as follows:

- (A) The annual cost for fire protection to the City shall be determined using the following formula ("Formula"):

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. Annual Cost

F.C. The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V. The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C. Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R. Budgeted Non-City Revenues to include only other contract funds.

JOINT POWERS AGREEMENT FOR
THE PROVISION OF FIRE PROTECTION SERVICES

I. Parties. This Agreement is dated the 11th day of December, 1990, and is entered into, pursuant to the provisions of the Minnesota Joint Powers Act, Minn. Stat. §471.59, by and between the Cities of Blaine (herein "Blaine"), Mounds View (herein "Mounds View"), and Spring Lake Park (herein "Spring Lake Park"), collectively herein "Cities", each such City being a municipal corporation and political subdivision of the State of Minnesota.

II. Purpose and Background. It is the Cities' general purpose under this Agreement to cooperate in providing fire protection services to their residents. This purpose may be effectuated through the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection, firefighting, and related public safety and welfare purposes; the contracting for and payment of such capital costs, services, and related expenses; ~~and the taking of all other actions desirable or necessary in connection~~ ~~therewith.~~ The Cities have a history of cooperating with one another in providing fire protection, most recently pursuant to a certain Contract to Furnish Fire Protection Service (the "Contract") which each of the Cities executed with Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the "Fire Company"), in 1986. Under the Contract, the Fire Company provides fire protection and other public health and safety services, equipment, and personnel; and each of the Cities is responsible from year to year for its respective share of the cost thereof pursuant to the Formula (the "Formula") set out in Exhibit "A" attached hereto. Under this Agreement, the Cities anticipate that equipment and other property currently owned by the Fire Company will be acquired by the Cities; that the Cities will acquire additional land, buildings, and other equipment and property for fire protection and related public health and safety purposes; that the Cities will in turn by contract make available such property to appropriate service providers, including the Fire Company; and that the Cities will share the respective costs thereof pursuant to the Formula and as further provided in paragraph III(D) of this Agreement. All property acquired pursuant to this Agreement is hereinafter referred to as the "Property".

III. Terms. Now, therefore, in reliance upon and in consideration of the mutual undertakings herein expressed, Blaine, Mounds View, and Spring Lake Park agree as follows:

(A) Exercise of Powers. The Cities shall exercise such powers as may be necessary or convenient to effectuate the

purposes of this Agreement, in the manner herein prescribed, or as may otherwise be agreed upon from time to time. The Cities shall strictly account for and disburse all receipts and expenses under this Agreement and shall own all of the Property as provided in paragraph III(E) hereof.

(B) Creation and Composition of Administrative Committee. An Administrative Committee comprised of the three chief administrative officers of the Cities is hereby established. The Blaine City Manager shall maintain the files and records of the Committee.

(C) Duties of Administrative Committee. The Administrative Committee's duties shall include, but not be limited to, the following:

1. To administer the terms and provisions of this Agreement.
2. To periodically review fire service contract proposals submitted by providers of fire protection and to make recommendations to the Cities regarding the terms of such proposals.
3. To periodically review the Cities' requirements for firefighting equipment or land and buildings to be used for fire protection services and to make recommendations to the Cities regarding the purchase, sale, maintenance, or lease of such firefighting equipment, land or buildings.
4. To review the annual budget for fire protection services to the Cities, to make recommendations thereon to the Cities, and to administratively monitor the execution of the approved annual budget for fire protection services.

(D) Sharing of Costs. All costs incurred pursuant to this Agreement, including annual operating costs, capital costs, and annual debt service on any bonds or other obligations hereafter issued pursuant to this Agreement, shall be borne by the Cities in their respective shares, as determined by the Formula from year to year. Mounds View and Spring Lake Park agree to pay to Blaine, as and when requested, annual debt service on bonds or other obligations issued pursuant to this Agreement.

(E) Ownership of Property. Property shall be held nominally in the name of the City of Blaine, but each of

the Cities shall have a percentage ownership interest in the Property, which percentage shall vary from time to time and equal that City's "Historical Share", hereafter described. For the years 1970 through 1990 the total capital costs under the Contract and its predecessor agreements or arrangements amounted to \$1,332,566, of which Blaine contributed \$857,694 (64.36%), Mounds View contributed \$294,205 (22.08%), and Spring Lake Park contributed \$180,667 (13.56%). Those Historical Shares shall be recomputed for each year based upon each Cities' additional contributions made pursuant to this Agreement.

(F) Consent and Approval. For purposes of determining majority consent at the Administrative Committee level, or at the City Council level, each City shall have voting rights which equal its percentage share under the Formula at the time such decision is made, with each such decision being made on the basis of 50% + approval.

(G) Bonding. For the purpose of defraying the expense of the acquisition, construction, furnishing, and betterment of land, buildings, and equipment for municipal fire protection and firefighting purposes, the Cities believe it to be in their best interest that approximately \$4,450,000 of bonds be issued. It is anticipated that such bonds would be issued by Blaine and would be general obligations of that City. Each City's share of the debt service on such bonds, or on any other obligations issued pursuant to this Agreement, shall from year to year equal that City's Formula percentage for that year multiplied by the total amount of debt service due on such obligations in said year. No bonds shall be issued or other capital costs incurred under this Agreement without the majority consent and approval of the Cities, as described in paragraph III(F) above. The annual budget for fire protection services to the Cities under this Agreement shall be presented for review and approval to each of the City Councils; provided, however, that in making all decisions under this Agreement, including those described above, the Administrative Committee shall make recommendations.

(H) Duration of Agreement. This Agreement shall remain in effect for an indefinite term.

(I) Termination of Agreement. This Agreement shall be terminated within one year after the City Council of one of the Cities notifies the other Cities by resolution of its intent to withdraw from participating in this Joint Powers Agreement. The notice of intent to withdraw must be given one year in advance of the proposed termination date. Upon

receipt of a notice of intent to withdraw, the Administrative Committee shall make all the necessary arrangements to sell or dispose of the firefighting equipment and land or buildings acquired pursuant to this Joint Powers Agreement. The Cities shall obtain an appraisal of the firefighting equipment and land and buildings acquired pursuant to this Joint Powers Agreement to determine the depreciated value of the Property. If the Cities cannot agree on the appointment of an appraiser, the Chief Judge of the Tenth Judicial District shall appoint the appraiser. The appraised assets shall be disposed of in the following priority:

1. In the event that the remaining two Cities intend to continue to participate in this Agreement, the remaining Cities would purchase the interest of the withdrawing City and proportionately share the cost of purchase. For example, if Spring Lake Park withdrew, Blaine's current ownership interest is 64.36% and Mounds View's is 22.08%. Therefore Blaine would be responsible for $64.36/86.44$, or 74.46% of the purchase, and Mounds View would be responsible for $22.08/86.44$, or the remaining 25.54% of the buy out. The remaining Cities, shall, within 90 days of the date of the termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing City its share of the appraised value of the Property.

2. If one City withdraws and either one of the remaining Cities does not wish to participate in the purchase of the withdrawing City's share, as described in paragraph 1, the failure to participate shall be an election by that City to also withdraw. The remaining City can then either elect to liquidate the Property, or elect to purchase the share of the withdrawing Cities. In the event of a purchase, the remaining City shall, within 90 days of the date of termination of this Agreement, or pursuant to a mutually agreed upon payment schedule, pay the withdrawing Cities their share of the appraised value of the Property.

3. If none of the Cities wish to purchase the Property, the Property shall be sold. Any distribution of the proceeds of the disposition of any Property and the return of any other assets arising pursuant to this Agreement shall be made to each of the Cities in proportion to its Historical Share as it exists at the time of such disposition.


(I) Miscellaneous. This Agreement shall be effective as of the date that all of the Cities shall have approved and executed this Agreement, which shall be governed by law of the State of Minnesota, and may be executed in any number of counterparts, each of which shall constitute an original hereof. In the event that any provision of this Agreement is declared unlawful or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the same extent as though said provision did not appear herein.

IN WITNESS WHEREOF, the Cities of Blaine, Mounds View, and Spring Lake Park, Minnesota, have duly authorized the execution of and have duly executed this Agreement by their authorized representatives, respectively.

City of Blaine, Minnesota

Dated: November 15, 1990

(SEAL)

By: 
Its Mayor

By: 
Its City Manager


Pursuant to authority granted by Blaine Resolution No. 90-318, adopted on the 15th day of November, 1990.

City of Mounds View, Minnesota

Dated: October 22, 1990

(SEAL)

By: 
Its Mayor

By: 
Its City Clerk-Administrator

Pursuant to authority granted by Mounds View Resolution No. 4003, adopted on the 12 day of October, 1990.

City of Spring Lake Park,
Minnesota

Dated: November 19, 1990

By: *Harley Wells*
Its Mayor

(SEAL)

By: *Ronald B. Zurek*
Its City Clerk-Treasurer

Pursuant to authority granted
by Spring Lake Park Resolution No.
90-60, adopted on the 19th
day of November, 1990.

EXHIBIT A

Payment for the services provided by Fire Department shall be as follows:

- (a) The annual cost for fire protection to the City shall be determined using the following formula.

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. - Annual Cost

F.C. - The percentage that the total number of Fire Calls to the City for the previous three years bears to the total number of Fire Calls to the Cities of Spring Lake Park, Blaine and Mounds View for the same period.

A.V. - The percentage that the previous year Assessed Valuation (unadjusted tax capacity valuation) of the City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities of Spring Lake Park, Blaine and Mounds View.

O.C. - Total Budgeted Operating Cost, including debt service, as approved by the Cities.

O.R. - Budgeted Non-City Revenues - to include only other contract funds.

**CONTRACT TO FURNISH FIRE PROTECTION SERVICE
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK**

PROLOGUE

The intent of this contract is to continue the ongoing relationship of 40 years between the Cities of Blaine, Mounds View, Spring Lake Park, and the Spring Lake Park Fire Department, Inc.; and to maintain the present mutual understanding thereby lending continuity, stability and credibility to the volunteer fire fighters to the end that they will continue to serve and maintain the high level of dedication and enthusiasm that presently exists.

This agreement is effective the 1st day of January, 1994 and is entered into by and between the Cities of Blaine, Mounds View, and Spring Lake Park, collectively referred to herein as "Cities", each of which is a municipal corporation and political subdivision of the State of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation, hereinafter referred to as "Fire Department".

WITNESSETH:

WHEREAS, the Cities of Blaine (herein "Blaine"), Mounds View (herein "Mounds View"), and Spring Lake Park (herein "Spring Lake Park") are parties to a Joint Powers Agreement for the Provision of Fire Protection Services, dated December 11, 1990 (herein referred to as the "Joint Powers Agreement"); and

WHEREAS, nothing in this contract shall be construed in any manner to alter the existing legal relationship between the Cities of Blaine, Mounds View, and Spring Lake Park, or between any or all of the Cities and the Fire Department.

WHEREAS, the purpose of the Joint Powers Agreement has been and is to be effectuated in part through the acquisition, construction, furnishing and betterment of land, buildings and equipment for municipal fire protection, fire fighting, and related public health and welfare purposes; and

WHEREAS, the Cities enter into this contract pursuant to authority stated in their charters and applicable statutory provisions, and the Fire Department enters into this Agreement pursuant to authority of its Articles of Incorporation and By-Laws; and

WHEREAS, the Cities own certain land, buildings and other equipment and property used for fire protection and related public health and safety purposes; and

WHEREAS, the Cities and Fire Department intend that ownership of certain equipment, land, buildings and other property currently owned by the Fire Department will be conveyed to the Cities; and

WHEREAS, the Cities will by lease make available such property and equipment to the Fire Department; and

WHEREAS, the Fire Department is located in the Cities of Spring Lake Park and Blaine, and maintains a fully-equipped volunteer fire department which includes the necessary personnel, trucks, fire fighting equipment, and other appurtenances to provide fire protection service to the Cities; and

WHEREAS, the Fire Department needs and requires payments by the Cities and others to cover its estimated costs of operation for providing fire protection in the Cities.

NOW, THEREFORE, in consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1

Conveyance of Property

1.1 The Fire Department shall convey all its real property by warranty deed and all its equipment and personal property used to provide fire protection services by bill of sale to the City of Blaine, which shall hold said property pursuant to the provisions of the Joint Powers Agreement. The Fire Department shall convey such property free and clear of all encumbrances. The Cities agree to lease all such property to the Fire Department under the Lease attached hereto as Exhibit A. All such real property, equipment and personal property (excluding replaceable, low cost items of limited useful life) shall be listed on Exhibit A. The lease term shall run concurrently with this contract.

ARTICLE 2

Services Provided

2.1 The Fire Department agrees to answer all calls for fire protection and related emergency services by sending out fire fighting equipment and personnel as soon as practical to such areas within the geographic limits of the Cities as designated by the official maps of the Cities, not including Metropolitan Airports Commission property, as requested by property owners in or residents of the Cities.

2.2 The Fire Department agrees to provide fire code inspection services as requested and paid by the respective Cities.

2.3 The Fire Department agrees to furnish fire service protection and personnel and such other related emergency services as requested by property owners in or residents of the Cities for the consideration set forth below, and agrees that its fire fighters will make every reasonable effort to attend all fires and related emergency occurrences when notified thereof. Provided, however, in the event the fire fighting equipment or some part thereof with attending personnel is engaged in fighting fires or in response to emergency calls within the Cities or is engaged pursuant to the Fire Department's agreements with the Metropolitan Airports Commission, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements with

other communities, said Fire Department will respond to the call as soon as practical. The judgment of the Fire Chief, or the officer-in-charge of the Fire Department shall be final. Provided, further, that road and weather conditions are such that the fire run can be made with reasonable safety to the personnel and equipment of said Fire Department.

ARTICLE 3

Department Organization / Methods of Operation

3.1 The Fire Department agrees to remain at all times a nonprofit corporation under Minnesota Statutes Chapter 317A. It shall be operated exclusively to combat fires, prevent fires and perform other public safety assistance such as rescue work, emergency medical attention, natural or man-made disasters, or assistance to police.

3.2 The method of operation shall be determined by the Fire Department including, but not limited to, (i) apparatus response appropriate to each type of incident or condition; (ii) emergency or routine response; (iii) manning strength per station; (iv) location of apparatus; (v) fire dispatching procedures and protocols; (vi) membership in various fire-related associations; (vii) fire fighter training procedures; and (viii) all other activities usually associated with a Fire Department.

3.3 The Fire Department is an independent contractor and its members shall not be considered employees of the Cities paid by the Cities and shall not be entitled to any benefits usually accorded to regular employees of the Cities and paid by the Cities, including, but not limited to, such items as severance pay, health and welfare insurance benefits, retirement credit, workers' compensation coverage or other benefits normally considered to be employee fringe benefits for regular employees of the Cities.

3.4 The Fire Department agrees to maintain a minimum complement of 80 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution.

3.5 No additional permanent part-time or full-time employees shall be hired unless specifically authorized by the Fire Department budget.

ARTICLE 4

Training

The Fire Department shall at all times be in compliance with such equipment, personnel and training standards as may be required by the laws of the State of Minnesota and the Federal Government.

ARTICLE 5

Payment

Payment for the services provided by the Fire Department shall be as follows:

5.1 Each City shall pay its share of the annual cost for fire protection to the Cities, which shares shall be determined, unless otherwise agreed by the Cities, using the following formula:

$$A.C. = \frac{(F.C. + A.V.)}{(2)} \times (O.C. - O.R.)$$

A.C. Annual Cost

F.C. The percentage that the total number of fire calls to each City for the previous three years bears to the total number of fire calls to the Cities of Spring Lake Park, Blaine, and Mounds View for the same period.

A.V. The percentage that the Assessed Valuation (unadjusted tax capacity valuation) of each City bears to the total Assessed Valuation (unadjusted tax capacity valuation) of the Cities.

O.C. Total Budgeted Operating Cost as approved by the Cities.

O.R. Budgeted Non-City Revenues - to include only other contract funds.

5.2 The annual amount determined in 5.1 shall be paid in nine monthly installments by the 15th of each month as follows:

January - March	16% per month
April - September	8 2/3% per month

ARTICLE 6

Determination of Fire Department Budget

6.1 The annual Fire Department budget shall consist of the entire cost of operation of the Fire Department including the costs incurred by the Fire Department in financing the special fund of the Spring Lake Park Firemen's Relief Association, which shall be determined pursuant to the provision of Minnesota Statute 69.774.

6.2 Funds from non-City sources, including payments from the MAC, United States Army and mutual aid agreements shall serve as an offset against amounts required to be contributed by the Cities to the Fire Department Budget.

6.3 The Cities' Administrative Committee shall serve as a budget review committee. On or before June 15 of each year the Fire Department shall submit to the Cities' Administrative Committee a copy of the annual budget request for the succeeding year.

6.4 The Fire Department agrees to submit to the Cities a quarterly budget report and a copy of the Fire Department's annual financial report, as prepared by its certified public accountant, no later than June 15 of each year.

6.5 Since the operating expenses of the Fire Department are largely a function of the number and magnitude of fire calls which cannot be accurately predicted, and since unexpected or increased expenses can result from emergencies and other unforeseen circumstances causing expenditures in excess of anticipated and budgeted amounts, it is agreed that if it is determined at any time by the Fire Department and confirmed by the Cities that budgetary appropriations are or will not be sufficient to cover such unexpected or increased expenses, the Cities shall pay to the Fire Department each City's pro rata share (according to 5.1) of the funds necessary to meet the unexpected expenses.

6.6 It is agreed that continuity of fire protection services constitutes a top priority for the allocation of the Cities' financial resources. In the event of any annual revenue shortfall in one or more of the Cities, it is agreed that the Fire Department operating budget may be reduced on the same basis as budgets for other services involved in exercise of the safety services of the Cities; provided that (i) the Fire Department's basic financial needs will be met by the Cities and (ii) the application of any operating budget reductions will be determined by the Fire Department.

ARTICLE 7

Term and Renewability

7.1 This contract shall replace all previous fire protection service contracts between the respective Cities and the Fire Department. The term of this contract shall be for 10 years from January 1, 1994 to December 31, 2003. The contract shall be effective upon execution and shall be automatically renewed for successive 10-year periods on the same terms and conditions contained herein unless either party gives a six-month written notice to terminate this contract or renegotiate any portion thereof within the last year of any 10-year increment of this contract. In the event the term of this contract expires prior to the execution of a subsequent contract and during the time in which negotiations between the parties are proceeding there shall be a 90-day grace period commencing on the date of such expiration during which this contract shall continue in full force and effect.

ARTICLE 8

Payment of Operational Costs and Insurance

8.1 The Fire Department shall maintain insurance of the following types:

- (a) Workers' Compensation
State of Minnesota - Statutory
Employer's Liability
- (b) Comprehensive General Liability (including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage; Contractual)
Bodily Injury: \$1,000,000
\$1,000,000 products and completed operations.
- (c) Personal Injury Liability (with employment-related exclusions deleted)
Limit: \$1,000,000 per occurrence
- (d) Comprehensive Automobile Liability/Physical Damage (owned, non-owned, hired)
Bodily Injury: \$600,000 per person, per occurrence
Property Damage: \$600,000 per occurrence
- (e) Errors and Omissions
Limit: \$1,000,000 per occurrence
- (f) Excess Liability
Limit: \$1,000,000 per occurrence (aggregate)
- (g) Crimes Coverage \$150,000

The Cities of Blaine, Mounds View, and Spring Lake Park shall be named as additional insureds.

Insurance certificates evidencing that the above insurance is in force shall be submitted to the City of Blaine. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice to the Cities.

ARTICLE 9

Duty of Care

The Fire Department shall not be liable in any way to the Cities or any inhabitant or property owner thereof, or to any other person, firm, or corporation for failure of said Fire Department to attend or put out a fire, except to the extent of its applicable insurance coverages.

ARTICLE 10
Benefit

This contract shall be binding upon and inure to the benefit of the successor of the Cities and the Fire Department. In the event the Joint Powers Agreement between the Cities is terminated, negated or no longer in force, each of the Cities shall become a party to a separate agreement with the Fire Department on the same terms and conditions as the then existing Contract to Furnish Fire Protection Service between the Cities and the Fire Department.

ARTICLE 11
Notices

Any notice required or permitted to be given under this contract shall be given in writing, and shall be sent by mail to the registered address of the Fire Department, the Administrative Committee or the Cities.

ARTICLE 12
Choice of Law

The provisions of this contract shall be construed in accordance with the laws of the State of Minnesota.

ARTICLE 13
Headings and Captions

The headings and captions of the paragraphs and articles of this contract are inserted for convenience or references only and shall not constitute a part hereof.

ARTICLE 14
Entire Agreement

This contract contains the entire understanding between the Cities and the Fire Department concerning the subject matter hereof, and the provisions applicable thereto cannot be amended, altered, enlarged, supplemented, abridged, modified, extended, or waived except in writing duly signed by all the parties hereto.

ARTICLE 15
Counterparts

This contract may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ARTICLE 16
Miscellaneous

16.1 The Fire Department shall maintain fire stations and equipment leased from the Cities in good order and repair, subject to normal wear and tear, and in compliance with all state, federal and National Fire Department Association regulations for the maintenance and use of such stations and equipment.

16.2 The Cities shall indemnify and hold harmless the Fire Department and, only to the extent of its applicable insurance coverages, the Fire Department shall indemnify the Cities, and their respective volunteers and employees from any claims, suits, demands or causes of action arising out of loss or damage caused to a person, persons, or property by reason of the negligent acts or omissions of the respective parties' officers, employees or agents.

16.3 It is agreed that the Fire Department may contract to provide fire protection services to entities other than the Cities only upon the express authorization of the Cities, except for agreements existing at the date of this contract with the MAC, the U.S. Army, the Capital City Mutual Aid Association, the City of Fridley Fire Department, the Anoka Fire Protection Council, the City of Andover Fire Department or other mutual aid agreements.

IN WITNESS WHEREOF, the parties hereto have executed this contract effective the day and year first-above written.

CITY OF BLAINE, MINNESOTA:

By: _____
Its Mayor

By: _____
Its City Manager

Pursuant to authority granted by Blaine
Resolution No. _____ adopted on
the _____ day of _____, 1993.

CITY OF MOUNDS VIEW, MINNESOTA:

By: _____
Its Mayor

By: _____
Its Clerk/Administrator

Pursuant to authority granted by Mounds
View Resolution No. _____ adopted on
the _____ day of _____, 1993.

**CITY OF SPRING LAKE PARK,
MINNESOTA:**

By: _____
Its Mayor

By: _____
Its Clerk/Treasurer

Pursuant to authority granted by Spring
Lake Park Resolution No. _____ adopted
on the _____ day of _____, 1993.

**SPRING LAKE PARK FIRE
DEPARTMENT INC.:**

By: _____

By: _____

EXHIBIT A

AMENDMENT NO. 1
TO CONTRACT TO FURNISH FIRE PROTECTION SERVICES
TO THE CITIES OF BLAINE, MOUNDS VIEW AND SPRING LAKE PARK

This Amendment is effective the 24th day of July, 1996 and is entered into by and between the cities of Blaine, Mounds View and Spring Lake Park (collectively, the "Cities"), each of which is a municipal corporation and political subdivision of the state of Minnesota, and the Spring Lake Park Fire Department, Inc., a Minnesota nonprofit corporation (the "Fire Department").

WHEREAS, the Cities and the Fire Department are parties to the Contract to Furnish Fire Protection Services to the Cities of Blaine, Mounds View and Spring Lake Park dated as of January 1, 1994 (the "Contract"); and

WHEREAS, the Cities and the Fire Department desire to amend the Contract as provided herein.

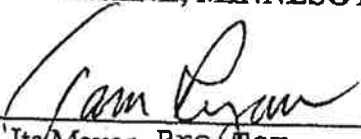
NOW, THEREFORE, and consideration of the representations, warranties and agreements herein contained, and the considerations hereinafter set forth, the parties hereto agree that Section 3.4 of the Contract is hereby amended and restated as follows:

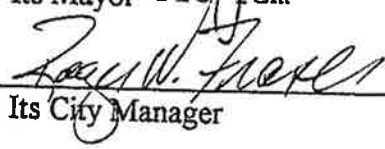
3.4 The Fire Department agrees to maintain a minimum complement of 60 trained volunteer firefighters. In the event that sufficient volunteers cannot be recruited and maintained overall or at any station, the Fire Department shall notify the Cities and, thereafter, the parties shall mutually develop a solution. For the purposes of this Section 3.4, the term "firefighters" shall mean all personnel that are volunteers, including chiefs, prevention personnel and suppression personnel.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective the day and year first-above written.

CITY OF BLAINE, MINNESOTA:

Dated: July 18, 1996

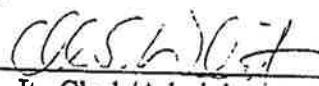
By: 
Its Mayor Pro Tem

By: 
Its City Manager

CITY OF MOUNDS VIEW, MINNESOTA:

Dated: June 24, 1996

By: 
Its Mayor

By: 
Its Clerk/Administrator

**CITY OF SPRING LAKE PARK,
MINNESOTA:**

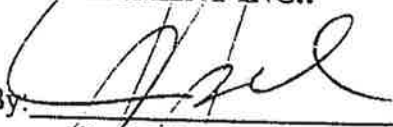
Dated: 7-1-96

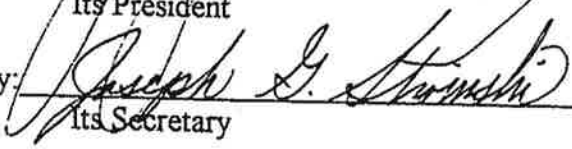
By: 
Its Mayor

By: 
Its Clerk/Treasurer

**SPRING LAKE PARK FIRE
DEPARTMENT INC.:**

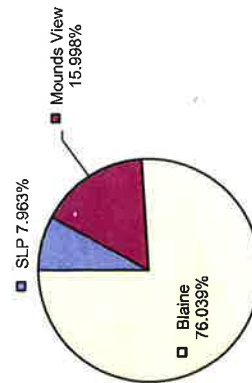
Dated: July 24, 1996

By: 
Its President

By: 
Its Secretary

	2019	2020 Proposed	Inc/Percent
Budget, MV Share	\$ 451,351 16.373%	\$ 464,451 15.998%	\$ 13,100 2.90%
Budget, SLP Share	\$ 220,369 7.994%	\$ 231,180 7.963%	\$ 10,811 4.91%
Budget, Blaine Share	\$ 2,084,958 75.633%	\$ 2,207,549 76.039%	\$ 122,591 5.88%
Budget	\$ 2,756,678	\$ 2,903,180	\$ 146,503 5.31%

City	2020	2019	2018	2017	2016
SLP	7.963%	7.994%	8.692%	8.655%	8.608%
MV	15.998%	16.373%	16.158%	15.819%	16.099%
Blaine	76.039%	75.633%	75.150%	75.526%	75.293%



Mounds View Call, Blaine, Spring Lake Park Totals

Code	2019			2018			2017		
	Number of Calls Mounds View			Mounds View			Mounds View		
100 Fire	17			24			35		
200 Excessive Heat	0			0			1		
300 Rescue & EMS	44			19			51		
400 Hazardous, Gas Leak, etc.	24			32			39		
500 Service Call	32			32			38		
600 Good Intent, Canceled En Rou	58			45			60		
700 False Alarm	45			52			46		
800 Flood Assetment	1			2			0		
900 Citizen Complaint	0			0			0		
Total	221			206			270		

Code	2019			2018			2017		
	Blaine			Blaine			Blaine		
100 Fire	81			96			108		
200 Excessive Heat	9			9			7		
300 Rescue & EMS	275			239			236		
400 Hazardous, Gas Leak, etc.	178			151			166		
500 Service Call	111			97			74		
600 Good Intent, Canceled En Rou	338			263			195		
700 False Alarm	283			301			267		
800 Flood Assetment	0			4			6		
900 Citizen Complaint	3			1			4		
Total	1278			1161			1063		

Code	2019			2018			2017		
	Spring Lake Park			SLP			SLP		
100 Fire	12			11			13		
200 Excessive Heat	1			0			0		
300 Rescue & EMS	43			38			34		
400 Hazardous, Gas Leak, etc.	20			19			21		
500 Service Call	29			18			12		
600 Good Intent, Canceled En Rou	29			30			34		
700 False Alarm	31			17			18		
800 Flood Assetment	4			4			1		
900 Citizen Complaint	0			1			2		
Total	169			138			135		

ORDINANCE NO. ____

AN ORDINANCE REPEALING AND REPLACING CHAPTER 115: AMUSEMENTS AS IT RELATES TO AUTHORIZING AND REGULATING THE CONDUCT OF LAWFUL GAMBLING WITHIN THE CITY OF SPRING LAKE PARK

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

Section 1. §115.01 through 115.09, inclusive, are hereby repealed.

Section 2. Replace Chapter 115 with the following:

§115.01 ADOPTION OF STATE LAW BY REFERENCE.

The provisions of M.S. Ch. 349, as they may be amended from time to time, with reference to the definition of terms, conditions of operation, provisions relating to sales, and all other matters pertaining to lawful gambling are hereby adopted by reference and are made a part of this ordinance as if set out in full. It is the intention of the Council that all future amendments of M.S. Ch. 349, are hereby adopted by reference or referenced as if they had been in existence at the time this ordinance was adopted.

§115.02 CITY MAY BE MORE RESTRICTIVE THAN STATE LAW.

The Council is authorized by the provisions of M.S. § 349.213, as it may be amended from time to time, to impose, and has imposed in this ordinance, additional restrictions on gambling within its limits beyond those contained in M.S. Ch. 349, as it may be amended from time to time.

§115.03 PURPOSE.

The purpose of this subchapter is to regulate lawful gambling within the city, to prevent its commercialization, to ensure the integrity of operations, and to provide for the use of net profits only for lawful purposes.

§115.04 DEFINITIONS.

In addition to the definitions contained in M.S. § 349.12, as it may be amended from time to time, the following terms are defined for purposes of this ordinance:

BOARD. The State of Minnesota Gambling Control Board.

CITY. City of Spring Lake Park

COUNCIL. City Council of the City of Spring Lake Park

LICENSED ORGANIZATION. An organization licensed by the Board.

LOCAL PERMIT. A permit issued by the city.

TRADE AREA. The City, Blaine, Fridley and Mounds View.

§115.05 APPLICABILITY.

This ordinance shall be construed to regulate all forms of lawful gambling within the city except bingo conducted within a nursing home or a senior citizen housing project or by a senior citizen organization if the prizes for a single bingo game do not exceed \$10, total prizes awarded at a single bingo occasion do not exceed \$200, only members of the organization, residents of the nursing home or housing project, and their guests, are allowed to play in a bingo game, no compensation is paid for any persons who conduct the bingo, and a manager is appointed to supervise the bingo.

§115.06 LAWFUL GAMBLING PERMITTED.

Lawful gambling is permitted within the city provided it is conducted in accordance with Minn. Stat. §§ 609.75-.763, inclusive, as they may be amended from time to time; Minn. Stat. §§ 349.11-.23, inclusive, as they may be amended from time to time; and this ordinance.

§115.07 COUNCIL APPROVAL.

Lawful gambling authorized by Minn. Stat. §§ 349.11-.23, inclusive, as they may be amended from time to time, shall not be conducted unless approved by the Council, subject to the provisions of this ordinance and state law.

§115.08 APPLICATION AND LOCAL APPROVAL OF PREMISES PERMITS.

(A) Any organization seeking to obtain a premises permit from the Board shall file with the city clerk an executed, complete duplicate application, together with all exhibits and documents accompanying the application as will be filed with the Board.

(B) Upon receipt of an application for issuance of a premises permit, the Administrator, Clerk/Treasurer, or his/her designee, shall transmit the application to the chief of police for review and recommendation.

(C) The chief of police shall investigate the matter and make the review and recommendation to the City Council as soon as possible, but in no event later than 30 days following receipt of the notification by the city.

(D) Organizations applying for a state-issued premises permit shall pay the city a \$100.00 investigation fee. This fee shall be refunded if the application is withdrawn before the investigation is commenced. If approved by the City Council and the Board, a licensed organization will be responsible for an annual investigative fee for conducting lawful gambling within the city.

(E) The applicant shall be notified in writing of the date on which the Council will consider the recommendation.

(F) The Council shall receive the police chief's report and consider the application within 45 days of the date the application was submitted to the Administrator, Clerk/Treasurer.

(G) The Council shall by resolution approve or disapprove the application within 60 days of receipt of the application.

(H) The Council shall deny an application for issuance or renewal of a premises permit for any of the following reasons:

(1) Violation by the gambling organization of any state statute, state rule, or city ordinance relating to gambling within the last three (3) years.

(2) Violation by the on-sale establishment or organization leasing its premises for gambling of any state statute, state rule, or city ordinance relating to the operation of the establishment, including, but not limited to, laws relating to alcoholic beverages, gambling, controlled substances, suppression of vice, and protection of public safety within the last three (3) years.

(3) Lawful gambling would be conducted at premises other than those for which an on-sale, off-sale or club liquor license has been issued.

(4) More than one licensed organization would be permitted to conduct lawful gambling activities at one (1) premises.

(5) Failure of the applicant to pay the investigation fee provided by Subdivision 4 within the prescribed time limit.

(6) Failure of the applicant to maintain an address within the city for at least three years prior to the application.

(7) Operation of gambling at the site would be detrimental to health, safety, and welfare of the community.

Otherwise, the Council shall pass a resolution approving the application.

§115.09 NOTIFICATION OF EXCLUDED OR EXEMPTED LAWFUL GAMBLING.

(A) An organization conducting lawful gambling excluded or exempted from state licensure requirements shall provide the following information prior to conducting said lawful gambling:

- (1) Name and address of the organization;
- (2) Dates of gambling occasion;
- (3) Address of premises where event will occur;
- (4) Estimated value of prizes to be awarded; and
- (5) Proof of state exemption or exclusion, if requested by the City.

(B) Within 30 days of filing any reports with the Board, the organization shall file a copy of those reports with the city.

§115.10 LICENSE AND PERMIT DISPLAY.

All permits issued under state law or this ordinance shall be prominently displayed during the permit year at the premises where gambling is conducted.

§115.11 NOTIFICATION OF MATERIAL CHANGES TO APPLICATION.

An organization holding a state-issued premises permit shall notify the city within ten (10) days in writing whenever any material change is made in the information submitted on the application.

§115.12 CONTRIBUTION OF NET PROFITS TO FUND ADMINISTERED BY CITY.

(A) Each organization licensed to conduct lawful gambling within the city pursuant to Minn. Stat. § 349.16, as it may be amended from time to time, shall contribute three percent (3%) of its net profits derived from lawful gambling in the city to a fund administered and regulated by the city without cost to the fund. The city shall disburse the funds for charitable contributions as defined by Minn. Stat. § 349.12, subd. 7a, as it may be amended from time to time.

(B) Payment under this section shall be made within 15 days of the end of each calendar month.

(C) The city's use of such funds shall be determined at the time of adoption of the city's annual budget or when the budget is amended.

§115.13 DESIGNATED TRADE AREA.

(A) Each organization licensed to conduct gambling within the city shall expend sixty percent (60%) of its lawful purpose expenditures on lawful purposes conducted within the city's trade area

(B) This section applies only to lawful purpose expenditures of gross profits derived from gambling conducted at a premises within the city's jurisdiction.

§115.14 RECORDS AND REPORTING.

(A) Organizations conducting lawful gambling shall file with the city clerk one copy of all records and reports required to be filed with the Board, pursuant to Minn. Stat. ch. 349, as it may be amended from time to time, and rules adopted pursuant thereto, as they may be amended from time to time. The records and reports shall be filed on or before the day they are required to be filed with the Board.

(B) Organizations licensed by the Board shall file a report with the city proving compliance with the trade area spending requirements imposed by §115.13. Such report shall be made on a form prescribed by the city and shall be submitted annually.

§115.15 HOURS OF OPERATION.

Lawful gambling shall not be conducted between one o'clock (1:00) A.M. (or two o'clock (2:00) A.M. if the premises is permitted for an extended closing time pursuant to M.S. 340A.504, subd. 7) and eight o'clock (8:00) A.M. on any day of the week.

§115.16 PENALTY.

Any person who violates any provision of this ordinance; Minn. Stat. §§ 609.75-609.763, inclusive, as they may be amended from time to time; or Minn. Stat. §§ 349.11-349.21, as they may be amended from time to time; or any rules promulgated under those sections, as they may be amended from time to time, shall be guilty of a misdemeanor and subject to a fine of not more than \$1,000 or imprisonment for a term not to exceed 90 days, or both, plus in either case the costs of prosecution. In addition, violations shall be reported to the Board and recommendation shall be made for suspension, revocation, or cancellation of an organization's license.

Section 3. SEVERABILITY CLAUSE. If any provision of this ordinance is found to be invalid for any reason by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected.

Section 4. This Ordinance shall have full force and effect upon its passage and publication.

Passed by the City Council of the City of Spring Lake Park, Minnesota, this ____ day of
_____ 2020.

Robert Nelson, Mayor

ATTEST:

Daniel R. Buchholtz, City Administrator/Clerk