



**CITY COUNCIL AGENDA  
MONDAY, MAY 6, 2019  
7:00 P.M.**

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ADDITIONS OR CORRECTIONS TO AGENDA
5. DISCUSSION FROM THE FLOOR
6. **CONSENT AGENDA:**
  - A. Approval of Minutes – April 15, 2019
  - B. Mayor’s Proclamation – Municipal Clerks Week – May 5-11, 2019
  - C. Mayor’s Proclamation – National Police Week – May 12-18, 2019
  - D. Sign Permit
  - E. Contractor’s Licenses
  - F. Correspondence
7. PUBLIC WORKS REPORT
8. ORDINANCES AND/OR RESOLUTIONS
  - A. Resolution 19-08 Authorizing City to Enter into Tenth Rider Agreement with the Board of Water Commissioners of The City of St. Paul
  - B. Resolution 19-09 Authorizing Mayor and Administrator, Clerk-Treasurer To Enter Into MnDOT Cooperative Construction Agreement
9. NEW BUSINESS
  - A. Approval of Hy-Vee Certification and Indemnification Agreement
  - B. Authorize Preparation of Plans and Bidding – Garfield Pond Improvement Project
  - C. Award Bid for 2019 Osborne Road Trail Improvements Project
  - D. Authorization to Purchase 2019 Pickup Truck – Public Works
  - E. Approval of Special Event Permit to Blue Sun Soda Shop for 2019 MN Soda Festival
10. ENGINEER’S REPORT
11. ATTORNEY’S REPORT
12. REPORTS
  - A. Beyond the Yellow Ribbon Report
13. OTHER
  - A. Administrator Reports
14. ADJOURN

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

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

### **DISCUSSION FROM THE FLOOR**

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

### **PUBLIC HEARINGS**

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

The following format will be used to conduct the hearing:

- The presenter will have a maximum of 10 minutes to explain the project as proposed.
- Councilmembers will have the opportunity to ask questions or comment on the proposal.
- Citizens will then have an opportunity to ask questions and/or comment on the project. Those wishing the comment are asked to limit their comments to 3 minutes. In cases where there is a spokesperson representing a group wishing to have their collective opinions voiced, the spokesperson should identify the audience group he/she is representing and may have a maximum of 10 minutes to express the views of the group.
- People wishing to comment are asked to keep their comments succinct and specific.
- Following public input, Councilmembers will have a second opportunity to ask questions of the presenter and/or citizens.
- After everyone wishing to address the subject of the hearing has done so, the Mayor will close the public hearing.
- The City Council may choose to take official action on the proposal or defer action until the next regularly scheduled Council meeting. No further public input will be received at that time.

## OFFICIAL PROCEEDINGS

Pursuant to due call and notice thereof, the regularly scheduled meeting of the Spring Lake Park City Council was held on April 15, 2019 at the Spring Lake Park Community Center, 1301 81st Avenue N.E., at 7:00 P.M.

### 1. Call to Order

Mayor Hansen called the meeting to order at 7:00 P.M.

### 2. Roll Call

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

Members Absent: None

Staff Present: Public Works Director Randall; Engineer Gravel; Parks and Recreation Director Rygwall; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Lori Salo, 8068 Garfield Street NE  
Terri McMahon, 8073 Garfield Street NE

### 3. Pledge of Allegiance

### 4. Additions or Corrections to Agenda

Administrator Buchholtz requested that Investigator Baker's Letter of Resignation be added to the agenda as Item 10 C. He requested that the Authorization to Begin Testing Process for a Police Officer Position memo be added to the agenda as Item 10 D.

### 5. Discussion From The Floor

Lori Salo, 8068 Garfield Street NE, expressed her concern with the Garfield Pond and her observation over time of the plants dying out around the pond. She also expressed her concern with the storm catch basin that needs repair on her property.

Public Works Director Randall stated that repair work will begin soon on the catch basin and on the curb.

Terri McMahon, 8073 Garfield Street NE, inquired on the Garfield Open House and what the plans are for the project.

Administrator Buchholtz provided a brief overview of the proposed project. He informed the residents of the Garfield Pond Water Quality Project Open House on April 29, 2019. He stated that it will be a time for residents to express their concerns and for City and Engineer staff to gather information to assist with the design process.

### 6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – April 1, 2019
- B. Disbursements
  1. General Fund Disbursement Claim No. 19-05 -- \$571,605.57
- C. Accept Proposal for Testing Sediment at Garfield Pond

- D. Resolution 19-07 Option In To The Anoka County “Urban County” Entitlement
- E. Sign Permits
- F. Contractor’s Licenses
- G. Correspondence

Councilmember Wendling inquired on Item 6D. Resolution 19-07 Opting In To The Anoka County “Urban County” Entitlement. Administrator Buchholtz explained that every three years the City must select the county in which they will use to submit and receive Block Grant/Home Partnership grants to. He explained that Spring Lake Park spans two or more county entitlements therefore the city needs to choose whether they will remain with Anoka County. He stated that if the city remains with Anoka County the grant process for the city will remain the same as it now for CDBG and HOME programs; the City will continue to be ineligible to apply for individual grants through the HUD Small Cities or State CDBG and HOME programs and the current Cooperation Agreement will automatically renew for another three-year period.

Councilmember Delfs inquired if the proposed company for the testing of the sediment at the Garfield Pond was the same company who tested the pond at Triangle Park. Mr. Randall stated that it is the same company.

MOTION BY COUNCILMEMBER WENDLING APPROVING THE CONSENT AGENDA. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

#### 7. Police Report

The report was provided in the Council packet and was accepted as presented.

#### 8. Parks and Recreation Report

Parks and Recreation Director Rygwall reported that the Parks and Recreation Commission met and discussed the sign options for Triangle Park. She stated that they reviewed sign and masonry work for the park.

Ms. Rygwall reported that staff has been preparing the summer brochure, processing softball team applications and preparing for the softball season. She reported that there are 21 new teams and 20 co-ed teams this year.

Ms. Rygwall provided the monthly program statistics and a recap of the day trips that were offered.

#### 9. ORDINANCES AND/OR RESOLUTIONS

##### A. Resolution 19-06 Conditionally Granting Site Plan Approval For Stadium and Turf Improvements at 1100 81<sup>st</sup> Avenue NE

Administrator Buchholtz reported that the City has received an application for site plan review from Spring Lake Park School District (ISD 16). He stated that they are proposing improvements to the football stadium to add a ticket building, a concession addition and a restroom addition. He stated that in addition, the School District is also proposing a reconstruction of the baseball field (both infield and outfield), as well as installation of a 76,000 square foot synthetic turf field.

Administrator Buchholtz reported that the ticket booth is approximately 13 feet by 9 feet in size, located off Able Street, along the existing sidewalk. He stated that the restroom will be approximately 23 feet by 22 feet in size, with men’s, women’s and family toilet facilities. He reported the concession stand will be approximately 10 feet by 25 feet in size. He stated that those will be located on the northwest exterior corner

of the stadium.

Administrator Buchholtz reported that the improvements are outside of the required format, rear and side yard setbacks. He stated that there is a small reduction (0.16 acres) in the amount of impervious surface on the site. He stated the percentage of the site that is comprised of impervious surface is 57.52%, below the standard of 75% set forth in the zoning code.

Administrator Buchholtz reported that City staff has reviewed the proposed improvements and recommend approval of the site plan with the following conditions:

1. Improvements shall generate a no net increase in storm water leaving the site.
2. Applicant must obtain a permit for the improvements from the Coon Creek Watershed District.
3. Applicant shall obtain all necessary building permits prior to construction and occupancy of the proposed improvements.

Councilmember Goodboe-Bisschoff inquired if residents in the area had been notified of the proposed changes. Administrator Buchholtz stated that it not required to send official notice of these changes since the use is already in place.

MOTION MADE BY MADE BY MAYOR HANSEN TO APPROVE RESOLUTION 19-06 CONDITIONALLY GRANTING APPROVAL FOR STADIUM AND TURF IMPROVEMENTS AT 1100 81<sup>ST</sup> AVENUE NE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

## 10. New Business

### A. Adopt Small Wireless Facility Aesthetic Standards

Administrator Buchholtz reported that the Federal Communication Commission has issued an order addressing the deployment of small wireless facilities, which took effect on January 19, 2019. He stated that while the order preempts some local control over small wireless facilities, the FCC concluded that aesthetic requirements are not preempted “if they (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) objective and published in advance.” To be objective, aesthetic requirements “must incorporate clearly defined and ascertainable standards, applied in a principled manner.”

Administrator Buchholtz stated that adoption and publication of the aesthetic standards must occur by April 15, 2019. He stated that failure to adopt and publish small cell aesthetic requirements by April 15, 2019, may prevent the City from imposing aesthetic standards on small wireless facilities within the City. He reported that publication of the requirements will be done on the City’s website.

Administrator Buchholtz reported that a model policy was developed by the Suburban Rate Authority. He stated that City staff utilized that policy in drafting the policy presented to the City Council for adoption. He stated that City Attorney Thames has reviewed the proposed policy and had no comments. He stated that staff recommends the proposed policy and had no comments.

Councilmember Nelson stated that he sees the need for the requirement of the facilities to help keep the community neat and tidy and the facilities placed in the correct locations.

Councilmember Delfs inquired if the new requirements are in addition to what is already in place for the requirements. Administrator Buchholtz stated that they are complementary to the right-of-way ordinance.

MOTION MADE BY MAYOR HANSEN TO ADOPT SMALL WIRELESS FACILITY AESTHETIC STANDARDS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

B. Local Surface Water Management Plan Update

Administrator Buchholtz reported that as part of the 2040 Comprehensive Plan Update, the City undertook an update of its Local Surface Water Management Plan. He stated that pursuant to State Rules, the plan update was sent to Rice Creek Watershed District and Coon Creek Watershed District for comment. He reported that the City has received comments from those agencies and has made the required modifications. He stated that staff recommends approval of the Local Surface Water Management Plan.

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE LOCAL SURFACE WATER MANAGEMENT PLAN UPDATE. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

C. Accept Investigator Baker Letter of Resignation

Administrator Buchholtz reported that Chief Ebeltoft had received a letter of resignation from Investigator Brad Baker. He reported that Investigator Baker has accepted a position with the Anoka County Sheriff's Office as a Crime Scene Detective. He stated his last day of employment will be May 3, 2019.

Administrator Buchholtz reported that Chief Ebeltoft recommends that the Mayor and City Council accept Investigator Baker's letter of resignation and help him recognize Investigator Baker's dedication and professionalism to the city, the residents and wish him the best of luck in his new career.

Councilmember Nelson stated that he had a great working relationship with Investigator Baker.

MOTION MADE BY COUNCILMEMBER NELSON TO ACCEPT LETTER OF RESIGNATION FROM INVESTIGATOR BRAD BAKER. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

D. Authorize Testing Process For Police Officer Position

Administrator Buchholtz reported that Chief Ebeltoft will have a Police Officer position open with the resignation of Investigator Baker. He stated that Chief Ebeltoft is requesting to start the testing process by advertising the position of Police Officer, accepting applications, provide written tests and conduct interviews to determine top candidates for the position.

Administrator Buchholtz reported that Chief Ebeltoft intent is to start the process on May 3, 2019, by posting the position of Police Officer and proceed in a timely manner to bring it a conclusion. He stated that this will allow the City of Spring Lake Park and the Police Department to be able to proceed with performing background checks on with the top candidates and make a tentative job offer to the appropriate candidate pending passing a psychological, chemical and physical examination.

Administrator Buchholtz stated that Chief Ebeltoft is seeking Mayor and City Council authorization for this process now to minimize the amount of time that the Police Department will be short staffed and to maximize the ability to provide the citizens of the community the police services that they are accustomed to and expect.

MOTION MADE BY MAYOR HANSEN TO AUTHORIZE TESTING PROCESS FOR POLICE OFFICER POSITION. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

11. Engineer's Report

Engineer Gravel reported that bids for the Osborne Trail will be presented at the next City Council meeting. He informed the residents of the Garfield Pond project open house.

Mr. Gravel reported that a preconstruction meeting will be held on April 16, 2019, with Hy-Vee regarding separate construction plans for 81<sup>st</sup> Avenue/Highway 65 and for CSAH 65.

12. Attorney's Report

Attorney Thames reported that the agreement with MnDOT for funding and modifications regarding the intersection changes related to the Hy-Vee project will be brought to the Council for approval at the next Council meeting.

13. ReportsA. Administrator Reports

Administrator Buchholtz reminded the residents that an open house will be held on Monday, April 29, 2019, to discuss the Garfield Pond Project and to hear resident input and concerns.

14. OtherA. 525 Osborne Road Marketing Flyer

Administrator Buchholtz provided the Council with the marketing flyer for the property located at 525 Osborne Road NE. The Councilmember thought that flyer was a great marketing tool.

14. Adjourn

MOTION BY COUNCILMEMBER WENDLING TO ADJOURN. VOICE VOTE: ALL AYES. MOTION CARRIED.

The meeting was adjourned at 7:40 PM.

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Cindy Hansen, Mayor

Attest:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



**MAYOR'S PROCLAMATION**  
**MUNICIPAL CLERKS WEEK**  
**MAY 5-11, 2019**

**WHEREAS**, the Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world; and

**WHEREAS**, the Office of the Municipal Clerk is the oldest among public servants; and,

**WHEREAS**, the Office of the Municipal Clerk provides the professional link between residents, the City Council, and other local, state and federal units of government; and

**WHEREAS**, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

**WHEREAS**, the Municipal Clerk serves as the information center on functions of local government and community; and

**WHEREAS**, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in educational programs, seminars, workshops and professional association meetings; and

**WHEREAS**, it is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

**NOW, THEREFORE**, I, Cindy Hansen, Mayor of the City of Spring Lake Park, do hereby proclaim the week of May 5 through May 11, 2019 as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, Daniel Buchholtz, MMC, Executive Assistant Jennifer Gooden, Spring Lake Park Administrative staff, and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this sixth day of May, two thousand nineteen.

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Cindy Hansen, Mayor

ATTEST:

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Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer



**MAYOR'S PROCLAMATION  
NATIONAL POLICE WEEK  
MAY 12 - 18, 2019**

**WHEREAS**, there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of Spring Lake Park Police Department; and

**WHEREAS**, nearly 16,000 assaults against law enforcement officers are reported each year, resulting in almost 16,677 injuries; and

**WHEREAS**, since the first recorded death in 1791, more than 21,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

**WHEREAS**, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

**WHEREAS**; new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 144 officers killed in 2018; and

**WHEREAS**, it is most appropriate that we recognize the dedicated services of the Police Department.

**NOW, THEREFORE**, I, Cindy Hansen, Mayor of the City of Spring Lake Park, do hereby proclaim the week of May 12 through May 18, 2019 as National Police Week, and further extend appreciation to Police Chief Ebeltoft, and the Spring Lake Park Police Department for the vital services they perform and their exemplary dedication to the community they represent.

Dated this sixth day of May, two thousand nineteen.

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Cindy Hansen, Mayor

ATTEST:

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Daniel R. Buchholtz, Administrator,  
Clerk/Treasurer



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

Sign Permits

May 6, 2019

Dala 1

8407 Plaza Blvd





CITY OF SPRING LAKE PARK  
1301 81<sup>st</sup> Avenue N E  
Spring Lake Park, MN 55432  
763-784-6491

**Sign Permit Application**

DATE: 4/17/19  
NAME OF APPLICANT: DeMars Signs  
ADDRESS OF APPLICANT: 410 93rd Ave Nw Coon Rapids Mn 55433  
TELEPHONE NUMBER OF APPLICANT: 763-786-5545

**NAME OF BUSINESS AND LOCATION** of building structure, or lot to which or upon which the sign is to be attached or erected Dala Thai Restaurant 8407 Plaza Blvd NE, Spring Lake Park

New Construction:  Remodel:  Word Change Only:

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

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

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

Name of person, firm or corporation erecting the structure: existing DeMars Signs

Tim @ Demars-Signs.com  
Address: \_\_\_\_\_

Is an Electrical Permit required? no

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

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

Tim Olson

**SIGNATURE OF APPLICANT**

FOR OFFICE USE ONLY:\*\*\*\*\*

FEE: 216.25

RECEIPT NUMBER: \_\_\_\_\_

DATE OF APPROVAL: \_\_\_\_\_ DATE OF ISSUE: \_\_\_\_\_

REASON FOR DENIAL: \_\_\_\_\_

ADDITIONAL REQUIREMENTS FOR SIGN PERMIT:

SQUARE FOOTAGE OF FRONT OF BUILDING: 20' x 140' 2800 sq ft

SQUARE FOOTAGE OF ALL EXISTING SIGNS: 5'5" x 36' 198sq ft ~~Ø~~

SQUARE FOOTAGE OF PROPOSED SIGN OR SIGNS: 60" x 30'6" 152.5 sq ft

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INCLUDE A DRAWING SHOWING LOCATION AND MESSAGE ON SIGN.

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

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

DRAWING:

840 ~~sq~~ - 3096  
153 ~~sq~~ - proposed  

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687 ~~sq~~ Remaining

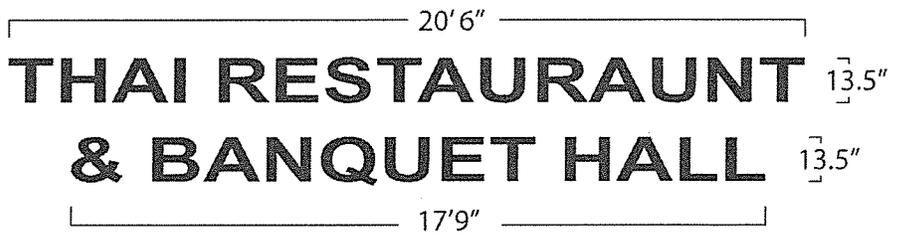
Proposed  
153 ~~sq~~ - \$75 + 146.25 = 216.25  
(113 x 1.25)



1521A

30'6"

60"



410 93<sup>rd</sup> Ave.<sup>nw</sup>  
 Coon Rapids, MN 55433  
 763.786.5545

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

SALESMAN: Tim Olson

LOCATION: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

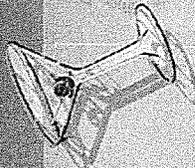
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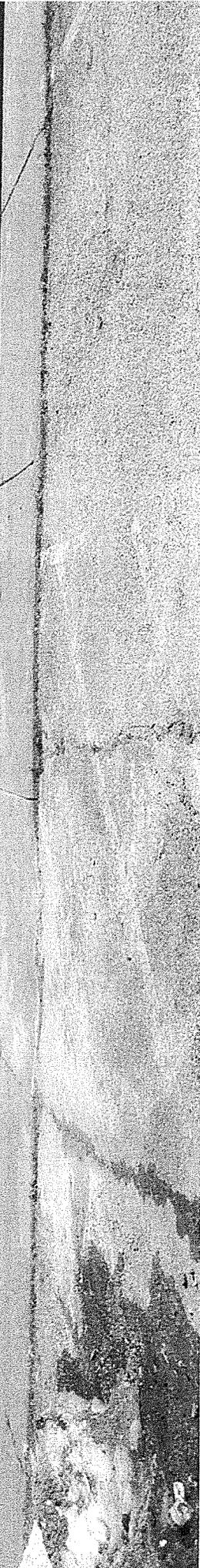
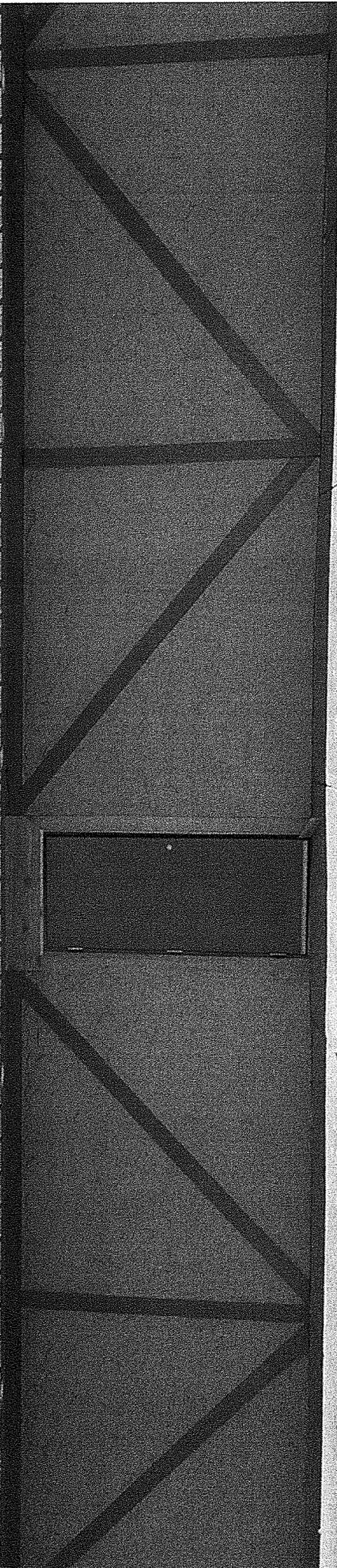
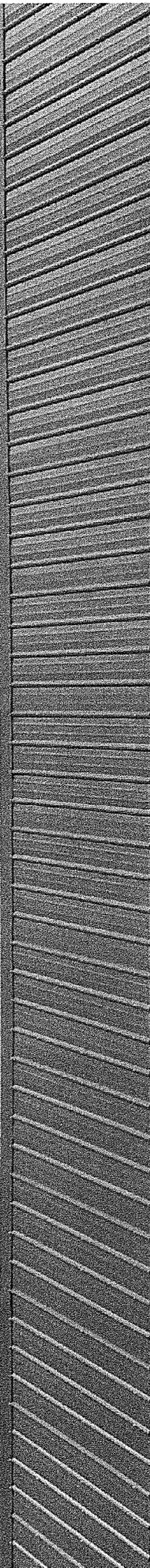
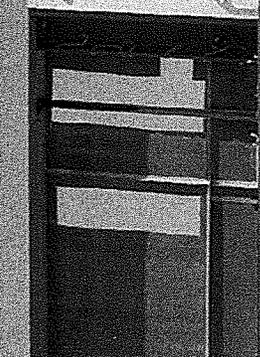
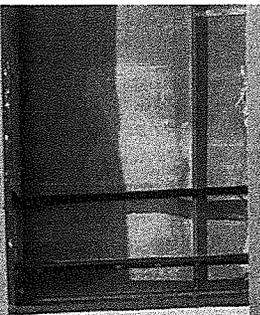
\_\_\_\_\_

These plans are the exclusive property of DeMars Signs Inc. and are the result of the original work of its employees. They are submitted to your firm for the sole purpose of your approval, assuming the signage will be manufactured by DeMars Signs Inc. Artwork and design may not be distributed outside your firm without written consent from DeMars Signs Inc. Use of this artwork and/or design without written consent is prohibited; DeMars Signs Inc. reserves the right to pursue legal action in violation of this agreement. This may include, but is not limited to: a) Reimbursement for creating above drawing. b) Any associated legal fees.

CUSTOMER APPROVAL X

*Gusting*

 **DOWNTOWN'S**  **DANCING**  
DINING ON 65



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

## Contractor's Licenses

May 6, 2019

### Blacktopping Contractor

C & S Blacktopping, Inc.

### General Contractor

North Star Fence, Inc.

Spring Lake Terrace

### Mechanical Contractor

All Appliance Installation Plus, Inc.

Genz Ryan

Linn Star Transfer, Inc.

Minnesota Petroleum Service, Inc.

Perfection Heating & AC

Pierce Refrigeration, LLC.

Pronto Heating and Air Conditioning

Ridler Heating & Cooling

South-Town Refrigeration & Mechanical

### Plumbing Contractor

Genz Ryan

Linn Star Transfer, Inc.

Plumbing Right Corp.

Pronto Heating and Air Conditioning, LLC.

Ridler Heating & Cooling

US Patio Systems

### Sewer & Water Contractor

Speck Tacular Companies

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

## Contractor's Licenses

May 6, 2019

### Sign Contractor

DeMars Signs

Topline Advertising, Inc.

### Tree Contractor

Steve's Quality Tree Service

Strong & Son's Total Tree Service

**RESOLUTION NO. 19-08**

**RESOLUTION AUTHORIZING CITY TO ENTER INTO TENTH RIDER AGREEMENT WITH THE BOARD OF WATER COMMISSIONERS OF THE CITY OF ST. PAUL**

**WHEREAS**, the Board of Water Commissioners does possess certain right-of-way easement in the South One-half of Section 1, Township 30 North, Range 24, in Anoka County, said easement containing the Board's two 60 inch Mississippi River conduits; and,

**WHEREAS**, the City of Spring Lake Park, entered into an Agreement with the Board dated June 30, 1961, for the purposes of locating certain public works within the Board's right-of-way in the City of Spring Lake Park; and

**WHEREAS**, the City of Spring Lake Park desires to complete Phase II of the Osborne Road Trail Restoration Project, by reconstructing the existing bicycle trail over said easement; and,

**WHEREAS**, staff has prepared a Tenth Rider to that Agreement of June 30, 1961, which sets forth the conditions of construction and access over the Board's right-of-way.

**NOW, THEREFORE BE IT RESOLVED**, that the Tenth Rider to the Agreement with the Board of Water Commissioners of the City of St. Paul is hereby approved and that the proper officers of the City are hereby directed to execute said Eighth Rider to the Agreement on behalf of the City.

The foregoing resolution was moved for adoption by Councilmember

Upon roll call, the following voted aye: Councilmembers

And the following voted nay:

Whereupon, the Mayor declared said resolution duly passed and adopted this sixth day of May 2019.

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Cindy Hansen, Mayor

ATTEST:

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Daniel R. Buchholtz, Administrator, Clerk/Treasurer



# Memorandum

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

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

**Date:** April 29, 2019

**Subject:** Tenth Rider to St. Paul Waterworks Agreement

The City is working on the reconstruction of Phase II of the Osborne Road Trail Reconstruction project. This project will reconstruct the segment of the Osborne Road Trail between CSAH 35 (Old Central) and State Trunk Highway 65. In reviewing their records, St. Paul Regional Water Services did not have a rider on file which authorized the trail to be located on the easement. The attached agreement will permit the placement of the trail on the easement after its reconstruction.

Staff recommends approval of the Resolution 19-08 and the Tenth Rider to the St. Paul Waterworks Agreement.

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

**TENTH RIDER  
TO  
AGREEMENT**

**THIS AGREEMENT**, made this 14th day of May, 2019, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, hereinafter called the Board, and the **CITY OF SPRING LAKE PARK**, Anoka County, Minnesota, hereinafter called the City, being a Tenth Rider to that certain Agreement made by and between said Board and said City the 30th day of June 1961, and by this reference incorporated herein and made part and parcel hereof with the same intent, purpose and effect as if said Agreement were set forth herein, verbatim.

**WHEREAS**, the Board now possesses title to an easement in, over, and across certain real estate described as the south 100 feet of Section One (1), Township 30 North, Range 24 West, Anoka County, said real estate being hereinafter called Premises; and

**WHEREAS**, the City desires permission to enter upon certain portions of said Premises to maintain and operate a portion of the City public bike path; and

**WHEREAS**, the Board is willing to grant such permission to the City consistent with the requirements and safety of the works of the Board.

**NOW, THEREFORE, BE IT AGREED**, in consideration of the mutual promises and agreements of the parties hereto, that said Board hereby grants to said City the permission to enter upon the necessary portions of said Premises and to there within carry out Board approved activities in respect to the following and as indicated in Exhibit A, attached hereto and incorporated herein:

**1. Permitted Activity**

Install and maintain approximately 1200 feet of bituminous trail between State Trunk Highway 65 and Anoka County CSAH 35; finished trail surface is to be 8 feet in width at grade.

**2. Conditions**

All work shall be performed in accordance with good engineering practices and in accordance with Exhibit A, attached hereto and incorporated herein, subject to approval by Board's Vadnais Supervisor.

**3. Notification**

City or City's contractor shall notify Board's Vadnais Supervisor at least 48 hours in advance of permitted activity to schedule inspection and coordination of work. Board's Vadnais Supervisor may be reached on normal business days between the hours of 8:00 a.m. and 4:00 p.m. at 651-766-4150.

**4. Insurance**

Pursuant to Section 11 of the June 30, 1961 Agreement, City's contractor shall provide a certificate of insurance naming the Board of Water Commissioners of the City of Saint Paul and the City of Saint Paul, and their officials, employees, agents, and representatives as additional insureds with respect to general liability and automobile insurance. Work shall not commence prior to Board approval of said certificate.

Section 11 of the June 30, 1961 Agreement is hereby amended to require public liability insurance in minimum amounts of \$1,500,000 for bodily injury or death to one person and \$1,500,000 per accident, and \$1,500,000 for damages to or destruction of any property.

This section shall not apply when work is performed by City's forces; rather, the provisions of Chapter 466, Minnesota Statutes shall apply to work performed by City and/or its employees.

**BE IT FURTHER AGREED**, that the permission and authority granted by the Board herein to the City is subject to all the terms and conditions of the certain Agreement made by and between said Board and said City the 30th day of June 1961.

This Agreement is made and executed pursuant to and under the authority of resolution numbered \_\_\_\_\_, adopted by the Board of Water Commissioners of the City of Saint Paul on

the 14th day of May, 2019 and of a resolution adopted by the City Council of the City of Spring Lake Park on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 copies of said resolutions being annexed hereto and by this reference made part hereof the same as if set forth herein verbatim.

*[the remainder of this page left intentionally blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the dates listed below.

Approved as to form:

**BOARD OF WATER COMMISSIONERS  
OF THE CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Stephen P. Schneider, General Manager  
Saint Paul Regional Water Services

By: \_\_\_\_\_  
Matt Anfang, President

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

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

By: \_\_\_\_\_  
Lisa Veith  
Assistant City Attorney

By: \_\_\_\_\_  
Mollie Gagnelius  
Secretary

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

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

By: \_\_\_\_\_  
John McCarthy  
Interim Director, Office of Financial Services

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

Approved as to form:

**CITY OF SPRING LAKE PARK**

By: \_\_\_\_\_  
John Thames, City Attorney

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

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

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

By: \_\_\_\_\_  
Daniel Buchholtz  
Administrator, Clerk/Treasurer

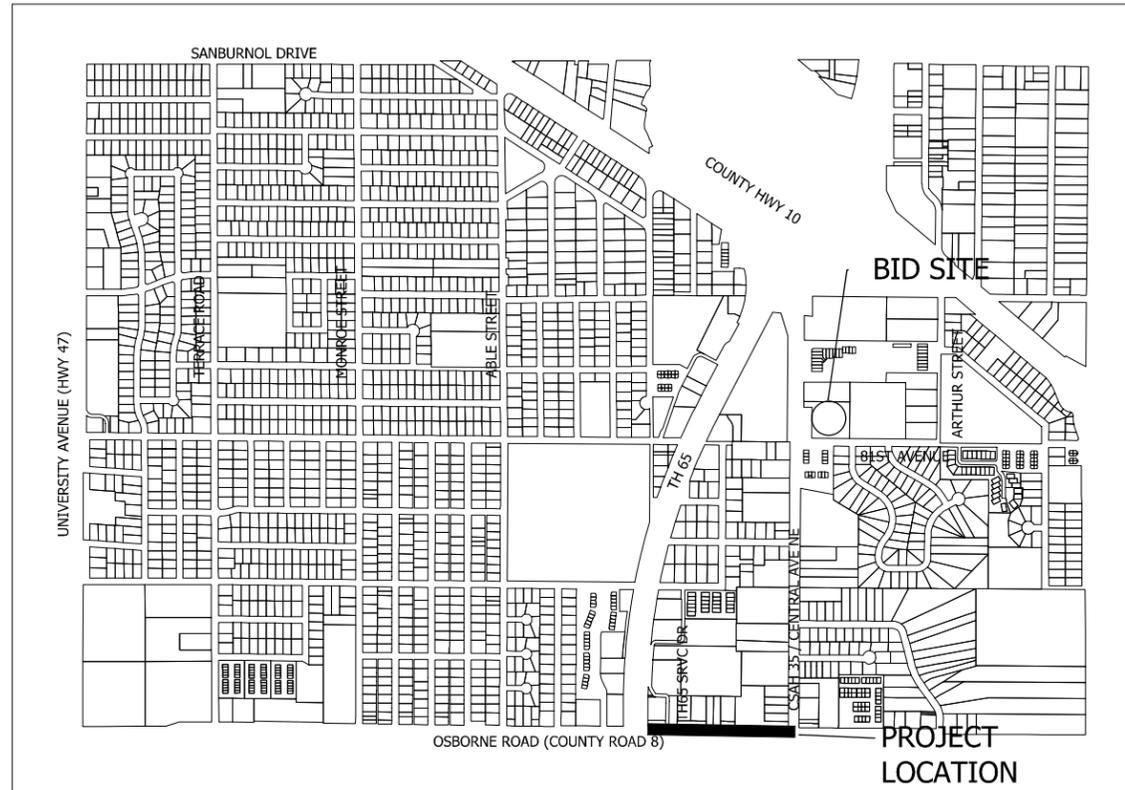
Date: \_\_\_\_\_

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. PRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS PROHIBITED.

Plot Date: 04/08/2019 - 11:18:00  
 Drawing Name: \\s001\projects\193804584\CAD\Drawings\PLAN SHEETS\193804584\G0.0.dwg  
 User: jacob@stantec.com  
 Date: 04/07/2019

# CITY OF SPRING LAKE PARK 2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT

CONSTRUCTION PLAN FOR: GRADING, BITUMINOUS TRAIL



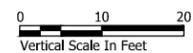
0 750 1500  
Horizontal Scale In Feet

**PROJECT LOCATION**



CITY: SPRING LAKE PARK  
 COUNTY: ANOKA  
 DISTRICT: METRO

TYPICAL PLAN SCALE  
UNLESS OTHERWISE NOTED:



THE UTILITY QUALITY LEVELS IN THIS PLAN WERE DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

--- GOVERNING SPECIFICATIONS ---  
 THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATION FOR CONSTRUCTION" AND THE 2014 EDITION OF THE "MATERIALS LAB SUPPLEMENTAL SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.  
 ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MN MUTCD) AND PART VI, "FIELD MANUAL" FOR TEMPORARY TRAFFIC CONTROL DEVICES.

SHEET INDEX	
SHEET NUMBER	SHEET TITLE
G0.01	TITLE SHEET
G0.02	LEGEND
C0.01	EXISTING CONDITIONS & DEMOLITION
C1.01	TYPICAL SETCTIONS
C6.01	TRAIL IMPROVEMENTS
THIS PLAN SET CONTAINS 5 SHEETS	

APPROVED: Phil Krauel CITY OF SPRING LAKE PARK ENGINEER DATE: 3/4/2019



733 Marquette Avenue, Suite 1000  
 Minneapolis, MN 55402  
 www.stantec.com  
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 PRINT NAME: PHIL KRAUEL  
 SIGNATURE: Phil Krauel  
 DATE: 3/4/2019 U.C. NO. 19384

SPRING LAKE PARK, MINNESOTA  
 2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT  
 TITLE SHEET

NO	REVISION	DATE

SURVEY STANTEC  
 DRAWN GDS  
 DESIGNED PG  
 CHECKED CJB  
 APPROVED PG  
 PROJ. NO. 193804584  
 SHEET NUMBER  
**G0.01**

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. STANTEC SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THE PRODUCTION OF THIS DRAWING FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC OR OTHERWISE.

Plot Date: 04/28/2019 11:18:00  
 Drawing Name: \\u0091-cps1601\workgroup\193804584\CAD\DWG\PLAN SHEETS\193804584.dwg  
 User: jacob@stantec.com

**EXISTING TOPOGRAPHIC SYMBOLS**

	STORM SEWER APRON		POLE-COMMUNICATIONS
	BASKETBALL POST		POLE-GUY
	BARRICADE PERMANENT		POLE-LIGHT
	BENCH		POLE-POWER
	BOOSTER STATION		POLE-UTILITY
	BUILDING LOWEST OPENING		POLE-UTILITY SERVICE
	BURIAL CONTROL MONUMENT		POST
	BUSH DECIDUOUS		PROPANE TANK
	CATCH BASIN BEEHIVE		PICNIC TABLE
	CURB BOX		SAMPLING WELL
	CATCH BASIN		ROCK
	COLUMN		RR SIGNAL CONTROL BOX
	CONTROL BOX SIGNAL		RR CROSSING GATE
	CLEAN OUT (SEWER)		RR SIGNAL
	CULVERT END		REGULATION STATION GAS
	DRINKING FOUNTAIN		SATELLITE DISH
	ENERGY DISSIPATER		SEPTIC TANK
	FLAG POLE		SEPTIC VENT
	FUEL PUMP		SEPTIC DRAIN FIELD
	GUY WIRE		SIGN
	GRILL		SOIL BORING
	HANDICAP SPACE		STAND PIPE GAS
	HANDHOLE		SPIGOT WATER
	FIRE HYDRANT		SPRINKLER HEAD
	HYDRANT PVMNT MARKER (REFLECTOR)		SPRINKLER VALVE BOX
	HYDRANT VALVE		STUMP
	INLET (SMALL DIA.)		SERVICE-GAS POINT ON LINE
	LIFT STATION CONTROL PANEL		SERVICE-SANITARY SEWER POINT ON LINE
	LIFT STATION DRY WELL		SERVICE-STORM SEWER POINT ON LINE
	LIFT STATION WET WELL		SERVICE-WATER POINT ON LINE
	LIGHT YARD		TELEPHONE BOOTH
	LOOP DETECTOR		TRANSMISSION TOWER ELECTRIC
	MAIL BOX		TEST PIT LOC
	MAIL RELAY BOX		TRACER WIRE BOX
	MANHOLE-AIR RELEASE		TRANSFORMER POWER
	MANHOLE-HEAT		TREE DEAD
	MANHOLE-GAS		TREE-CONIFEROUS
	MANHOLE-POWER		TREE-DECIDUOUS
	MANHOLE-SANITARY SEWER		TREE-FRUIT
	MANHOLE-STORM SEWER		TRASH CAN
	MANHOLE-COMMUNICATIONS		TRAFFIC SIGNAL
	MANHOLE-UNKNOWN		VALVE GAS
	MANHOLE-WATER		VALVE
	METER POWER		VENT GAS
	METER GAS		WATER REDUCER
	ORDINARY HIGH WATER MARK		WETLAND
	OUTLET CONTROL STRUCTURE		WELL-MONITORING
	PARKING METER		WELL-WATER
	PEDESTRIAN PUSH BUTTON		
	PEDESTAL POWER		
	PEDESTAL CATV		
	PEDESTAL COMMUNICATIONS		
	POST INDICATOR VALVE		

**SURVEY SYMBOLS**

	AERIAL CONTROL POINT
	BACKSIGHT CONTROL POINT
	GPS CONTROL POINT
	JUDICIAL LAND MONUMENT
	MONUMENT COMPUTED
	MONUMENT IRON FOUND
	MONUMENT IRON SET
	RESECTED POINT
	ROW MONUMENT
	ROW MARKER POST
	SECTION CORNER
	TRAVERSE CONTROL POINT
	BENCH MARK LOCATION

**NEW TOPOGRAPHIC SYMBOLS**

	BOLLARD
	SANITARY CLEANOUT
	MANHOLE
	SANITARY OR STORM LIFT STATION
	STORM SEWER BEEHIVE CATCH BASIN
	STORM SEWER CATCH BASIN
	STORM SEWER FLARED END SECTION
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER REDUCER
	VALVE
	RIP RAP
	DRAINAGE FLOW
	PEDESTRIAN RAMP

**EXISTING PRIVATE UTILITY LINES**

	CABLE TV QUALITY LEVEL D
	CABLE TV QUALITY LEVEL C
	CABLE TV QUALITY LEVEL B
	CABLE TV QUALITY LEVEL A
	FIBER OPTIC QUALITY LEVEL D
	FIBER OPTIC QUALITY LEVEL C
	FIBER OPTIC QUALITY LEVEL B
	FIBER OPTIC QUALITY LEVEL A
	POWER QUALITY LEVEL D
	POWER QUALITY LEVEL C
	POWER QUALITY LEVEL B
	POWER QUALITY LEVEL A
	GAS QUALITY LEVEL D
	GAS QUALITY LEVEL C
	GAS QUALITY LEVEL B
	GAS QUALITY LEVEL A
	COMMUNICATION QUALITY LEVEL D
	COMMUNICATION QUALITY LEVEL C
	COMMUNICATION QUALITY LEVEL B
	COMMUNICATION QUALITY LEVEL A
	OVERHEAD POWER
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITIES

**EXISTING TOPOGRAPHIC LINES**

	RETAINING WALL
	FENCE - BARBED WIRE
	FENCE - CHAIN LINK
	FENCE - DECORATIVE
	FENCE - STOCKADE
	FENCE - WOOD
	FENCE - ELECTRIC
	GUARD RAIL
	TREE LINE
	WETLAND

**SURVEY LINES**

	BOUNDARY
	NEW CENTERLINE
	EXISTING CENTERLINE
	EXISTING EASEMENT LINE
	NEW EASEMENT LINE
	FLOOD PLAIN BOUNDARY
	EXISTING LOT LINE
	NEW LOT LINE
	EXISTING RIGHT-OF-WAY
	NEW RIGHT-OF-WAY
	SETBACK LINE

**EXISTING UTILITY LINES**

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	WATER MAIN
	WATER SERVICE

**NEW UTILITY LINES**

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER DRAIN TILE
	STORM SEWER
	WATER MAIN
	WATER SERVICE
	PIPE CASING

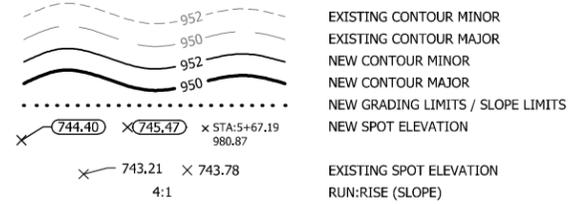
**FUTURE UTILITY LINES**

	FORCE MAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER DRAIN TILE
	STORM SEWER
	WATER MAIN
	WATER SERVICE
	PIPE CASING

**CONCRETE CURB AND GUTTER**

	EXISTING
	NEW
	FUTURE
	DEMOLITION

**GRADING INFORMATION**



**ABBREVIATIONS**

AD	ALGEBRAIC DIFFERENCE
BV	BUTTERFLY VALVE
BVCE	BEGIN VERTICAL CURVE ELEVATION
BVCS	BEGIN VERTICAL CURVE STATION
CL	CENTER LINE
CL	CLASS
CMP	CORRUGATED METAL PIPE
C.O.	CHANGE ORDER
DIP	DUCTILE IRON PIPE
EL/ELEV	ELEVATION
EVCE	END VERTICAL CURVE ELEVATION
EVCS	END VERTICAL CURVE STATION
EX	EXISTING
FES	FLARED END SECTION
F/F	FACE TO FACE
FM	FORCE MAIN
F.O.	FIELD ORDER
GV	GATE VALVE
HP	HIGH POINT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
LP	LOW POINT
MH	MANHOLE (SANITARY)
NTS	NOT TO SCALE
NWL	NORMAL WATER LEVEL
PC	POINT OF CURVE
PCC	COMPOUND CURVE
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PPVC	PERFORATED POLYVINYL CHLORIDE PIPE
PRC	POINT OF REVERSE CURVE
PT	POINT OF TANGENT
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
SS	STORM SEWER STRUCTURE
STA	STATION
TCE	TEMPORARY CONSTRUCTION EASEMENT
TNH	TOP NUT HYDRANT
TYP	TYPICAL
VC	VERTICAL CURVE
WM	WATER MAIN

**HATCH PATTERNS**

EXISTING	NEW	DEMOLITION	SECTION

**Stantec**  
 733 Marquette Avenue, Suite 1000  
 Minneapolis, MN 55402  
 www.stantec.com

HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL SEAL AND UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: PHIL GRAVEL  
 SIGNATURE: *Phil Gravel*  
 DATE: 3/12/2019 UC. NO.: 19864

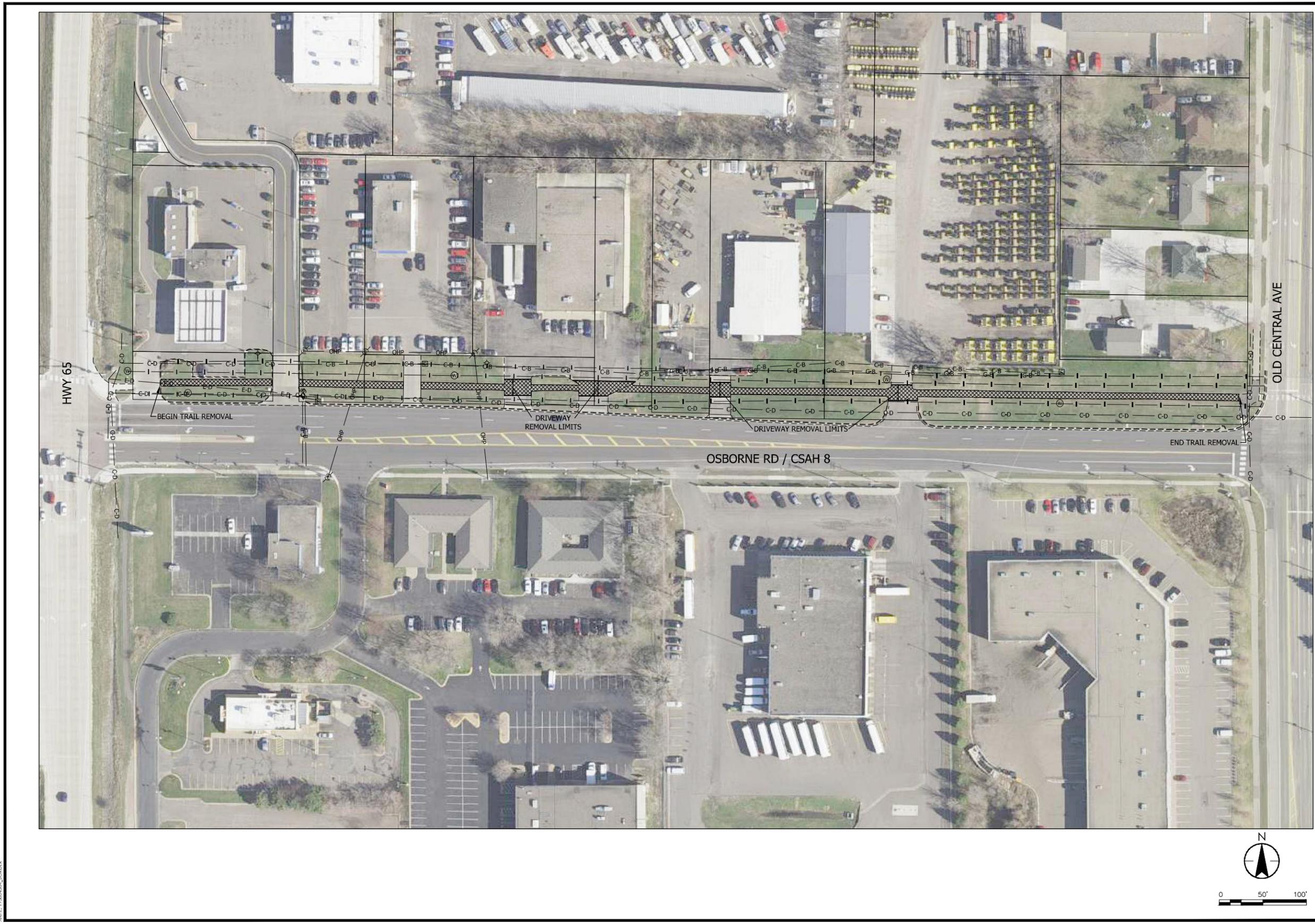
**SPRING LAKE PARK, MINNESOTA**  
**2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT**  
 LEGEND

NO	REVISION	DATE

SURVEY STANTEC  
 DRAWN GDS  
 DESIGNED PG  
 CHECKED CJB  
 APPROVED PG  
 PROJ. NO. 193804584  
 SHEET NUMBER  
**G0.02**

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. PRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS PROHIBITED.

Plot Date: 04/08/2019 - 11:19am  
 Drawing Name: \\s0201-csp1601\workgroup\1938\active\193804584\CAD\DWG\PLAN SHEETS\193804584\C01.dwg  
 User: rts@stntec.com



733 Marquette Avenue, Suite 1000  
 Minneapolis, MN 55402  
 www.stantec.com

PHIL GRAVEL  
 PRINT NAME: PHIL GRAVEL  
 SIGNATURE: *Phil Gravel*  
 DATE: 3/27/2019 U.C. NO.: 1984

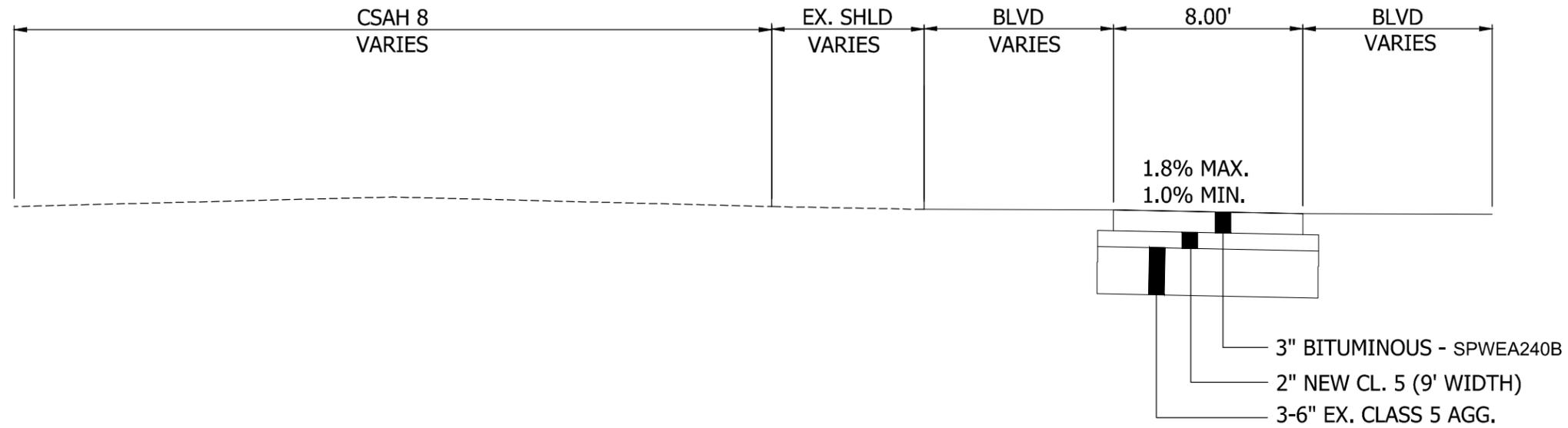
SPRING LAKE PARK, MINNESOTA  
 2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT  
 EXISTING CONDITIONS AND DEMOLITION

NO	REVISION	DATE

SURVEY	STANTEC
DRAWN	GDS
DESIGNED	PG
CHECKED	CJB
APPROVED	PG
PROJ. NO.	193804584
SHEET NUMBER	C0.01

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 User: rts@stntec.com



**NOTES:**

1. DRIVEWAY PATCHES SHALL HAVE 4" BITUMINOUS (SPWEA240B) MINIMUM, MATCH EXISTING.
2. FINISHED TRAIL SURFACE SHALL BE 0.1 FEET ABOVE ADJACENT FINISHED GROUND GRADE.



733 Marquette Avenue, Suite 1000  
 Minneapolis, MN 55402  
 www.stantec.com

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS AND ETHICS OF THE ENGINEERING PROFESSION UNDER THE LAWS OF THE STATE OF MINNESOTA.  
 PRINT NAME: PHIL GRAVEL  
 SIGNATURE: *[Signature]*  
 DATE: 3/12/2019 U.C. NO.: 1984

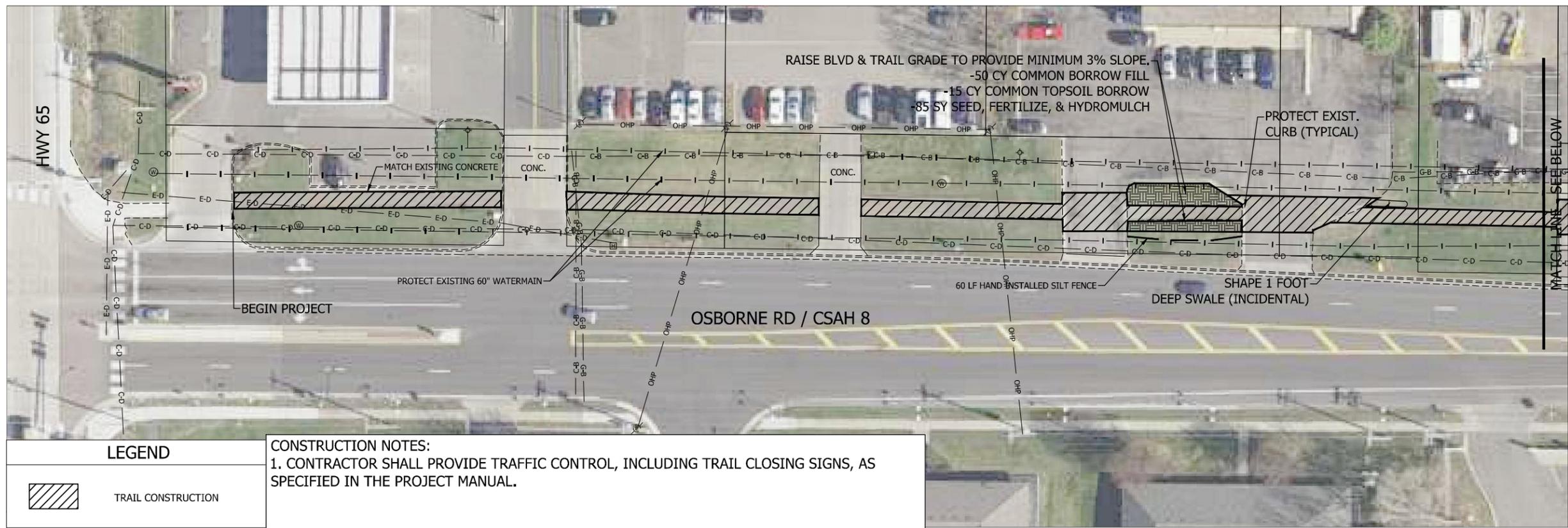
SPRING LAKE PARK, MINNESOTA  
 2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT  
 TYPICAL SECTION

NO	REVISION	DATE

SURVEY	STANTEC
DRAWN	GDS
DESIGNED	PG
CHECKED	CJB
APPROVED	PG

PROJ. NO. 193804584  
 SHEET NUMBER  
**C1.01**

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**LEGEND**

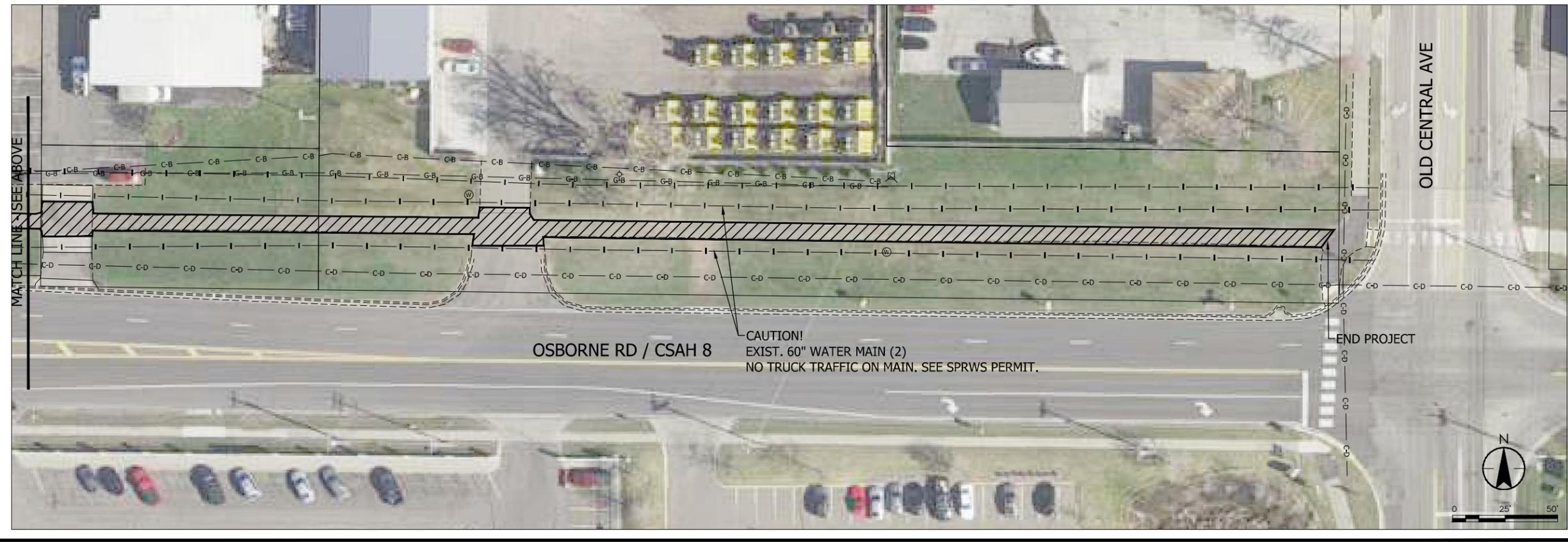


TRAIL CONSTRUCTION

**CONSTRUCTION NOTES:**

1. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL, INCLUDING TRAIL CLOSING SIGNS, AS SPECIFIED IN THE PROJECT MANUAL.

Plot Date: 04/08/2019 - 11:19am  
 Drawing Name: \\\u0092\project\193804584\CSAH\Plan\193804584.dwg  
 User: jacob@stantec.com



DATE: 3/12/2019  
 I.C. NO.: 19384  
 SIGNATURE: [Signature]  
 PRINT NAME: PHIL GRAVEL

SPRING LAKE PARK, MINNESOTA  
 2019 OSBORNE ROAD TRAIL IMPROVEMENTS PROJECT  
 TRAIL IMPROVEMENTS

NO	REVISION	DATE

SURVEY	STANTEC
DRAWN	GDS
DESIGNED	PG
CHECKED	CJB
APPROVED	PG
PROJ. NO.	193804584
SHEET NUMBER	C6.01





# Memorandum

---

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

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

**Date:** May 1, 2019

**Subject:** MnDOT Cooperative Construction Agreement

The City is seeking approval from the City Council to approve entering into a Cooperative Construction Agreement with the Minnesota Department of Transportation for the improvements to Highway 65 for the Hy-Vee project.

The agreement states that the City will perform bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction along and adjacent to Trunk Highway 65 from 100 feet south of 81<sup>st</sup> Avenue NE to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway 65 to County State Aid Highway 35, pursuant to prepared plans.

There is a pass-through cost to the agreement. The City is responsible to pay MnDOT \$56,937 for a signal cabinet with controller and video detection cameras. This cost will be passed-through to Hy-Vee, pursuant to the existing Development Agreement and the proposed Certification and Indemnification Agreement.

The work outlined in the agreement will be completed by Hy-Vee and its contractors. State law makes the approval process simpler by having the City be a party to the Cooperative Construction agreement.

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

**RESOLUTION NO. 19-09**

**RESOLUTION AUTHORIZING MAYOR AND ADMINISTRATOR, CLERK-TREASURER TO ENTER INTO MNDOT COOPERATIVE CONSTRUCTION AGREEMENT**

**BE IT RESOLVED** that the City of Spring Lake Park enter into MnDOT Agreement No. 1033361 (MnDOT Cooperative Construction Agreement) with the State of Minnesota, Department of Transportation, for the following purposes:

To provide for payment by the City to the State of the City's share of the State Furnished Materials cost for bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 65 from 100 feet south of 81st Avenue to 500 feet north of 81st Avenue and on 81st Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (Central Avenue) within the corporate City limits under State Project No. 0207-124.

**BE IT FURTHER RESOLVED** that the Mayor and the Administrator, Clerk/Treasurer are authorized to execute the Agreement and any amendments to the Agreement.

The foregoing resolution was moved for adoption by Councilmember

Upon roll call, the following voted aye: Councilmembers

And the following voted nay:

Whereupon, the Mayor declared said resolution duly passed and adopted this sixth day of May 2019.

---

Cindy Hansen, Mayor

ATTEST:

---

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF SPRING LAKE PARK  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>0207-124</u>	<b>Receivable Amount</b>
<b>Trunk Highway Number (T.H.):</b>	<u>65=005</u>	<b><u>\$56,937.00</u></b>
<b>Signal System ID:</b>	<u>1735536</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Spring Lake Park acting through its City Council ("City").

**Recitals**

1. The City will perform bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction and other associated construction upon, along and adjacent to Trunk Highway No. 65 from 100 feet south of 81<sup>st</sup> Avenue to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (Central Avenue) according to City-prepared plans, specifications and special provisions designated by the State as State Project No. 0207-124 (T.H. 65=005) ("Project"); and
2. The City is allowing construction of a store at T.H. 65 and 81<sup>st</sup> Avenue. The City wishes to add turn lanes on T.H. 65 and make other lane or channelization changes at the intersection outside of the Trunk Highway Right-of-Way on 81<sup>st</sup> Avenue.
3. The City is responsible for the costs of said construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans;**

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.1. *Plans, Specifications and Special Provisions.*** State-approved City plans, specifications and special provisions No. 2565, No. 3810, and No. 3831 designated by the State as State Project No. 0207-124 (T.H. 65=005) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

## 2. Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

## 3. Contract Construction

- 3.1. Direction, Supervision and Inspection of Construction.**
- A. The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five day's notice of its intention to start the contract construction.
  - B. Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

- 3.2. Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.3. Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements and work orders entered into by the City and its contractor for contract construction must be approved in writing by the State District Engineer's authorized representative.
- 3.4. Compliance with Laws, Ordinances and Regulations.** The City will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the City will not require the contractor to follow local ordinances or to obtain local permits.
- 3.5. Construction Documents Furnished by the City.** The City will keep records and accounts that enable it to provide the State, when requested, with the following:
- A.** Copies of the City contractor's invoice(s) covering all contract construction.
  - B.** Copies of the endorsed and canceled City warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate City official that final construction contract payment has been made.
  - C.** Copies of all construction contract change orders, supplemental agreements and work orders.
  - D.** A certification form, provided by the State, signed by the City's Engineer in charge of the contract construction attesting to the following:
    - i.** Satisfactory performance and completion of all contract construction according to the Project Plans.
    - ii.** Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".
    - iii.** Full payment by the City to its contractor for all contract construction.
  - E.** Copies, certified by the City's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
  - F.** A copy of the "as built" plan sent to the State Aid Agreements Engineer.

#### **4. Right-of-Way; Easements; Permits**

- 4.1.** The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
- 4.3.** The City will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

**5. Maintenance by the City**

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- 5.1. Sidewalks.** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross street pedestrian crosswalk markings, vegetation control of boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.

**6. Signal System Operation and Maintenance**

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 82201R dated November 2<sup>nd</sup>, 2011 for the existing traffic control signals on T.H. 65 at 81<sup>st</sup> Avenue Northeast will remain in full force and effect.

- 6.1. Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

- 6.2. State Furnished Materials.** The State will furnish a signal cabinet with controller and video detection cameras ("State Furnished Materials") according to the Project Plans, to operate the traffic control signal system covered under existing Agreement No. 82201R. The City's lump sum share for State Furnished Materials is **\$56,937.00**. The City is 100% responsible for the State Furnished Material cost.

**7. City Cost and Payment by the City**

- 7.1. City Cost.** **\$56,937.00** is the total estimated lump sum cost for State Furnished Materials.

- 7.2. Conditions of Payment.** The City will pay the State the full and complete lump sum amount after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City.
- B. The City's receipt of a written request from the State for the advancement of funds.

**8. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 8.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

- 8.2.** The City's Authorized Representative will be:

Name, Title: Dan Buchholtz, City Administrator (or successor)  
 Address: 1301 81st Avenue NE, Spring Lake Park, MN 55432  
 Telephone: (763) 784-6491  
 E-Mail: dbuchholtz@slpmn.org

**9. Assignment; Amendments; Waiver; Contract Complete**

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**10. Liability; Worker Compensation Claims; Insurance**

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

**11. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**12. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**13. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**14. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination; Suspension**

- 15.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**15.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**15.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**16. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF SPRING LAKE PARK**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF SPRING LAKE PARK**

**RESOLUTION**

IT IS RESOLVED that the City of Spring Lake Park enter into MnDOT Agreement No. 1033361 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the State Furnished Materials cost for bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 65 from 100 feet south of 81<sup>st</sup> Avenue to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (Central Avenue) within the corporate City limits under State Project No. 0207-124.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Spring Lake Park at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2019
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)



# Memorandum

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

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

**Date:** May 1, 2019

**Subject:** Hy-Vee Indemnification Agreement

The City is seeking approval from the City Council to assign the majority of responsibilities from the MnDOT Cooperative Construction Agreement from the City to Hy-Vee.

The attached “Certification and Indemnification Agreement” essentially states that the City agrees to execute the MnDOT Cooperative Construction Agreement in exchange for Hy-Vee performing the tasks set forth in the agreement including traffic control; worker safety terms; the guarantee and warranty enforcement and contract transfer obligations, contract construction terms, compliance mandates, city cost and payment by city, insurance, non-discrimination, state audits, and Minnesota Government Data Practices. The agreement states that Hy-Vee will pay all costs (which is consistent with the original development agreement) and indemnifies the City and the City Engineer.

Staff recommends approval of the attached agreement, subject to minor changes as approved by the City Attorney.

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



[space above reserved for recording information]

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## **CERTIFICATION AND INDEMNIFICATION AGREEMENT**

This Certification and Indemnification Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2019, (“Effective Date”) by and among Hy-Vee, Inc., an Iowa corporation (“Developer”), and the City of Spring Lake Park, Minnesota (“City”), collectively (the “parties”).

### **RECITALS:**

A. Developer is the fee owner of that certain real property located in the City of Spring Lake Park, Minnesota, legally described on Exhibit A attached to this Agreement (“Developer Parcel”); and

B. In order to complete development of the Developer Parcel, the Minnesota Department of Transportation (“State”) has mandated that certain public road infrastructure improvements are necessary along and adjacent to Trunk Highway No. 65 from 100 feet south of 81<sup>st</sup> Avenue to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (also known as Central Avenue) according to prepared plans, specifications, and special provisions designated by the State as State Project No. 0207-124 (T.H.65=005) (the “Traffic Improvements”); and

C. The State desires to contract with the City to have the City fully fund and complete the engineering and construction tasks related to installation of the Traffic Improvements, pursuant to the terms of a cooperative construction agreement to be executed by the City and the State (the “State Agreement”)(Attached as Exhibit B) ; and

D. Developer and City are parties to that certain Site Development Agreement dated July 27, 2018 (the “Development Agreement”), which mandates that Developer pay all costs of the Traffic Improvements; and

E. The City is willing to enter into the State Agreement on the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Recitals, which are hereby made a part hereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **City Execution of State Agreement.** The City agrees to execute, in a form acceptable to the City and the State and substantially similar to that contained in Exhibit B, a State Agreement with the State. The City further agrees to provide certification of compliance with the terms of the State Agreement to the State, as required in Section 3.5 of the State Agreement, upon full certification of such compliance, to the satisfaction of the City, from Developer and any applicable subcontractor used by Developer, as provided in Section 2 of this Agreement.

2. **Certification of Completion of Developer's Obligations.** Developer acknowledges that it has reviewed the terms of the State Agreement. Developer and City hereby agree that Developer will not take any action to prevent the City from complying with the terms of the State Agreement, and Developer will perform, on the City's behalf, those certain affirmative obligations associated with the actual construction of the Project set forth in the State Agreement, including (a) the Traffic Control; Worker Safety terms set forth in Section 2.3, (b) the guarantee and warranty enforcement and contract transfer obligations set forth in Section 2.4, (c) the Contract Construction terms set forth in Section 3, (d) the 216D.04, subd. 1(a) compliance mandates set forth in Section 4.3, (e) the City Cost and Payment by the City terms set forth in Section 7, and (f) the City obligations set forth in Sections 10-13 (Developer's obligations set forth in this sentence are hereinafter referred to as the "Developer Obligations"). Further, Developer shall provide a copy of the State Agreement to any subcontractors with whom Developer contracts in the completion of the Traffic Improvements. Developer shall be responsible for the performance of its subcontractors in the completion of the Developer Obligations. Developer shall be responsible for certifying full compliance with the Developer's Obligations to the City, upon completion of the same.

3. **Developer Payment of All Costs.** In addition to those costs payable by Developer pursuant to the Development Agreement, Developer shall be responsible for payment of all City's costs of the Traffic Improvements as set forth in Section 7 of the State Agreement. Developer shall promptly pay the State any costs owed pursuant to the State Agreement, including any actual costs fronted by the City and paid to the State in furtherance thereof. The parties agree that Developer's failure to promptly provide payment pursuant to this paragraph shall permit the City to reimburse itself, without delay, from any Developer posted escrow, letter of credit funds, or other financial guarantees provided by Developer as a part of the development of the Developer Parcel. This right shall be in addition to any other right available to the City in law or equity.

4. **Indemnification.** Developer, and its successors and assigns, agrees to indemnify, hold harmless and defend the City and the City Engineer, and the officers, directors, agents, employees, and contractors of the same from any loss, claims, damages, actions, lawsuits, costs or expenses, including reasonable attorneys' fees arising out of any failure of Developer, and/or any subcontractor used by Developer, to fully comply with the Developer's Obligations set forth in this Agreement.

5. **Notices.** Any notice required or permitted hereunder shall be deemed given upon actual delivery or refusal to accept delivery, and shall be given (a) by personal delivery upon an authorized representative of a party hereto; or (b) by United States registered or certified mail, return receipt requested, postage prepaid; or (c) by nationally recognized, reputable overnight courier (e.g., FedEx, UPS), properly addressed as follows:

If to Developer: Hy-Vee, Inc  
5820 Westown Parkway,  
West Des Moines, IA 50266  
Attn: Real Estate Dept.

Copy to: Hy-Vee, Inc  
5820 Westown Parkway,  
West Des Moines, IA 50266  
Attn: Legal Dept.

If to City: City of Spring Lake Park  
1301 81st Avenue N.E.  
Spring Lake Park, Minnesota 55432  
Attention: City Administrator

With a Copy to: Carson, Clelland & Schreder  
6300 Shingle Creek Parkway, Suite #305  
Minneapolis, Minnesota 55430  
Attention: John J. Thames

6. **Amendment, Modification or Waiver.** No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless said amendment is made in writing, signed by the parties to be bound or their duly authorized representative(s) and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default of another party hereunder shall not affect or impair any right arising from any subsequent default.

7. **Headings.** The headings of sections of this Agreement are for convenience of reference only and do not form a part hereof and in no way interpret or construe such paragraphs.

8. **Authority.** The undersigned each represent that they are authorized to act for and bind their respective parties.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

10. **Integration.** This Agreement is the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties hereto with respect to such subject matter.

11. **Severability.** If any provision of this Agreement is held to be unenforceable or void, such provision shall be deemed to be severable and shall in no way affect the validity of the remaining terms of this Agreement.

12. **Governing Law.** This Agreement will be governed and construed in accordance with the laws of Minnesota, without giving effect to choice of law provisions under Minnesota law.

13. **Agreement Effect.** This Agreement shall run with the land (Developer Parcel) and be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto.

[Signature Pages to follow.]





**EXHIBIT A**  
(Collectively the “Developer Parcel”)

Lot 1 Block 1 Spring Lake Park Hy Vee Addition

and

Lot 2 Block 1 Spring Lake Park Hy Vee Addition

**EXHIBIT B**

(State Agreement – Attached)

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF SPRING LAKE PARK  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>0207-124</u>	<b>Receivable Amount</b>
<b>Trunk Highway Number (T.H.):</b>	<u>65=005</u>	<b><u>\$56,937.00</u></b>
<b>Signal System ID:</b>	<u>1735536</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Spring Lake Park acting through its City Council ("City").

**Recitals**

1. The City will perform bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction and other associated construction upon, along and adjacent to Trunk Highway No. 65 from 100 feet south of 81<sup>st</sup> Avenue to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (Central Avenue) according to City-prepared plans, specifications and special provisions designated by the State as State Project No. 0207-124 (T.H. 65=005) ("Project"); and
2. The City is allowing construction of a store at T.H. 65 and 81<sup>st</sup> Avenue. The City wishes to add turn lanes on T.H. 65 and make other lane or channelization changes at the intersection outside of the Trunk Highway Right-of-Way on 81<sup>st</sup> Avenue.
3. The City is responsible for the costs of said construction and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans;**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements; 5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 12. State Audits; 13. Government Data Practices; 14. Governing Law; Jurisdiction; Venue; and 16. Force Majeure.
- 1.1. **Plans, Specifications and Special Provisions.** State-approved City plans, specifications and special provisions No. 2565, No. 3810, and No. 3831 designated by the State as State Project No. 0207-124 (T.H. 65=005) are on file in the office of the City's Engineer and incorporated into this Agreement by reference ("Project Plans").

## 2. Right-of-Way Use

- 2.1. Limited Right to Occupy.** The State grants to the City (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City (or its contractors or consultants) for revoking this right of occupancy.
- 2.2. State Access; Suspension of Work; Remedial Measures.** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the City or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the City (and its contractor) to take such remedial measures as the State deems necessary. The State may require the City (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the City (and its contractors and consultants) are occupying the State right-of-way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All City, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. State Ownership of Improvements.** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the City's contractor with respect to such improvements (if any) will flow to the State. The City will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's consultants and contractors.

## 3. Contract Construction

- 3.1. Direction, Supervision and Inspection of Construction.**
- A.** The contract construction will be under the direction of the City and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The City will give the State Aid Agreements Engineer at Roseville five day's notice of its intention to start the contract construction.
- B.** Responsibility for the control of materials for the contract construction will be on the City and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

- 3.2. Completion of Construction.** The City will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate City official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
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- A.** Copies of the City contractor's invoice(s) covering all contract construction.
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- 4.1.** The City will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for State participation construction covered under this Agreement.
- 4.2.** The City will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.
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Upon completion of the Project, the City will provide the following without cost or expense to the State:

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**6. Signal System Operation and Maintenance**

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 82201R dated November 2<sup>nd</sup>, 2011 for the existing traffic control signals on T.H. 65 at 81<sup>st</sup> Avenue Northeast will remain in full force and effect.

- 6.1. Right-of-Way Access.** Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.

- 6.2. State Furnished Materials.** The State will furnish a signal cabinet with controller and video detection cameras ("State Furnished Materials") according to the Project Plans, to operate the traffic control signal system covered under existing Agreement No. 82201R. The City's lump sum share for State Furnished Materials is **\$56,937.00**. The City is 100% responsible for the State Furnished Material cost.

**7. City Cost and Payment by the City**

- 7.1. City Cost.** **\$56,937.00** is the total estimated lump sum cost for State Furnished Materials.

- 7.2. Conditions of Payment.** The City will pay the State the full and complete lump sum amount after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the City.
- B. The City's receipt of a written request from the State for the advancement of funds.

**8. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 8.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: malaki.ruranika@state.mn.us

- 8.2.** The City's Authorized Representative will be:

Name, Title: Dan Buchholtz, City Administrator (or successor)  
 Address: 1301 81st Avenue NE, Spring Lake Park, MN 55432  
 Telephone: (763) 784-6491  
 E-Mail: dbuchholtz@slpmn.org

**9. Assignment; Amendments; Waiver; Contract Complete**

- 9.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 9.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**10. Liability; Worker Compensation Claims; Insurance**

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

**11. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**12. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**13. Government Data Practices**

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

**14. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination; Suspension**

- 15.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**15.2. Termination for Insufficient Funding.** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**15.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**16. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

**CITY OF SPRING LAKE PARK**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

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

Title: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**CITY OF SPRING LAKE PARK**

**RESOLUTION**

IT IS RESOLVED that the City of Spring Lake Park enter into MnDOT Agreement No. 1033361 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the State Furnished Materials cost for bituminous and concrete surfacing, concrete curb and gutter, ADA improvements and signal revision construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 65 from 100 feet south of 81<sup>st</sup> Avenue to 500 feet north of 81<sup>st</sup> Avenue and on 81<sup>st</sup> Avenue from 260 feet west of Trunk Highway No. 65 to County State Aid Highway No. 35 (Central Avenue) within the corporate City limits under State Project No. 0207-124.

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_  
(Title)  
are authorized to execute the Agreement and any amendments to the Agreement.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Spring Lake Park at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2019
Notary Public _____
My Commission Expires _____

_____ (Signature)
_____ (Type or Print Name)
_____ (Title)



April 22, 2019

Honorable Mayor and City Council  
City of Spring Lake Park  
1301 Eighty-First Avenue NE  
Spring Lake Park, MN 55432-2188

**Re: Garfield Pond Improvement Project**  
Authorize Preparation of Plans and Bidding

Dear Mayor and Council:

On March 18<sup>th</sup> the City Council approved a Cost Share Agreement with the Rice Creek Watershed District (RCWD) for a stormwater management project at the Garfield Pond on 81<sup>st</sup> Avenue. A neighborhood open house for the project will be held on April 29, 2019.

The proposed project includes expanding and partially dredging the pond, construction of an infiltration shelf (tentatively planned for along 81<sup>st</sup> Avenue between the sidewalk and the pond), and a large diameter storm pipe between the pond and Spring Lake.

The project should now proceed to a design phase. The initial steps in the design phase will include:

- Communicate with the residents in the area.
- Complete a detailed topographic survey.
- Complete geotechnical borings.
- Sample pond sediment (in process).
- Wetland delineation.

Once the initial steps are completed, the actual preparation of construction plans can begin.

If the City would like to begin the design phase for the project, **we request that the City Council order preparation of plans and specifications and authorize bidding for the Garfield Pond Improvement Project.** It is anticipated that the design phase will take 5-6 months. Bids for the work could be received and presented to the Council for approval this Fall.

Please contact me if you have any questions or need any additional information.

Sincerely,  
**STANTEC**

A handwritten signature in black ink that reads "Phil Gravel".

Phil Gravel

cc: Terry Randall, Public Works Director  
Dan Buchholtz, City Administrator





**Stantec**

**Stantec Consulting Services Inc.**

733 Marquette Avenue, Suite 1000, Minneapolis MN 55402

April 30, 2019

Honorable Mayor and City Council  
City of Spring Lake Park  
City Hall  
1301 81<sup>st</sup> Avenue NE  
Spring Lake Park, MN 55432

Re: 2019 Osborne Road Trail Improvements Project  
Project No. 193804584  
**Bid Results**

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on April 30, 2019. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

Eight bids were received. The following summarizes the results of the Bids received:

	<u><b>Contractor</b></u>	<u><b>Total Base Bid</b></u>
Low	Aslakson's Services, Inc.	\$46,485.24
#2	Sunram Construction, Inc.	\$49,568.00
#3	Bituminous Roadways, Inc.	\$52,204.50
#4	Omann Contracting companies, Inc.	\$54,994.00
#5	Park Construction Company	\$61,147.70
#6	Allied Blacktop Company	\$61,874.50
#7	North Valley, Inc.	\$62,061.00
#8	G. Urban Companies, Inc.	\$88,633.00

The low Bidder on the Project was Aslakson's Services, Inc. with a Total Base Bid Amount of \$46,485.24 This compares to the Engineer's Opinion of Probable Costs of \$50,000.00 These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then **Aslakson's Services, Inc.** should be awarded the Project on the **Total Base Bid Amount of \$46,485.24.**

Should you have any questions, please feel free to contact me at 612-712-2053.

Sincerely,

**STANTEC CONSULTING SERVICES INC.**

Phil Gravel

Enclosure



Project Name: **2019 Osborne Road Trail Improvement Project**

City Project No.: \_\_\_\_\_

Bid Opening: Tuesday, April 30, 2019 at 9 A.M., CDT

Project No.: 193804584

Owner: **City of Spring Lake Park, MN**

I hereby certify that this is an exact reproduction of bids received.

Phil Gravel, P.E.

License No. 19864

Item Num	Item	Units	Qty	Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				Aslakson's Services, Inc.	Total	Sunram Construction, Inc.	Total	Bituminous Roadways, Inc.	Total	Omann Contracting Companies, Inc.	Total
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>2019 OSBORNE ROAD TRAIL IMPROVEMENT PROJECT</b>											
<b>BASE BID:</b>											
	MOBILIZATION	LS	1	\$3,750.00	\$3,750.00	\$6,900.47	\$6,900.47	\$5,000.00	\$5,000.00	\$6,050.00	\$6,050.00
	TRAFFIC CONTROL	LS	1	\$1,500.00	\$1,500.00	\$4,500.00	\$4,500.00	\$4,200.00	\$4,200.00	\$1,500.00	\$1,500.00
	SAWCUT BITUMINOUS PAVEMENT	LF	404	\$5.00	\$2,020.00	\$4.00	\$1,616.00	\$3.50	\$1,414.00	\$3.50	\$1,414.00
	REMOVE BITUMINOUS PAVEMENT	SY	1260	\$3.00	\$3,780.00	\$9.30	\$11,718.00	\$4.55	\$5,733.00	\$9.00	\$11,340.00
	COMMON BORROW (LV)	CY	52	\$39.22	\$2,039.44	\$41.00	\$2,132.00	\$56.25	\$2,925.00	\$50.00	\$2,600.00
	AGGREGATE BASE, CLASS 5	TN	153	\$39.25	\$6,005.25	\$0.01	\$1.53	\$30.00	\$4,590.00	\$25.00	\$3,825.00
	9.5 SP BITUMINOUS WEARING COURSE MIXTURE, (2.B)	TN	240	\$96.32	\$23,116.80	\$89.00	\$21,360.00	\$97.50	\$23,400.00	\$105.00	\$25,200.00
	COMMON TOPSOIL BORROW (LV)	CY	15	\$77.75	\$1,166.25	\$41.00	\$615.00	\$112.00	\$1,680.00	\$100.00	\$1,500.00
	SEED, FERTILIZE, & HYDROMULCH	SY	85	\$29.50	\$2,507.50	\$5.00	\$425.00	\$22.50	\$1,912.50	\$11.00	\$935.00
	SILT FENCE, HI	LF	60	\$10.00	\$600.00	\$5.00	\$300.00	\$22.50	\$1,350.00	\$10.50	\$630.00
	<b>TOTAL BASE BID</b>				<b>\$46,485.24</b>		<b>\$49,568.00</b>		<b>\$52,204.50</b>		<b>\$54,994.00</b>
	Contractor Name and Address:			Aslakson's Services, Inc.		Sunram Construction, Inc.		Bituminous Roadways, Inc.		Omann Contracting Companies, Inc.	
				1555 Bench St.	20010 75th Ave. N	1520 Commerce Dr.	P. O. Box 120				
				Red Wing, MN 55066	Corcoran, MN 55340	Mendota Heights, MN 55120	Albertville, MN 55313				
			Phone:	(651) 388-3330	(763) 420-2140	(651) 686-7001	(763) 497-8259				
			Email:	<a href="mailto:gerry@aslakson.com">gerry@aslakson.com</a>	<a href="mailto:ryan@sunramconstructioninc.com">ryan@sunramconstructioninc.com</a>	<a href="mailto:info@bitroads.com">info@bitroads.com</a>	<a href="mailto:paving@omanninc.com">paving@omanninc.com</a>				
			Signed By:	Gerald Aslakson	Ryan M. Sunram	Pam Hague	Kelly Omann				
			Title:	CEO	Vice President	Secretary	Individual				
			Bid Security:	Bid Bond	Bid Bond	Bid Bond	Bid Bond				
			Addenda Acknowledged:	None	None	None	None				



Bidder No. 8

Bidder No. 7

Bidder No. 6

Bidder No. 5

Item Num	Item	Units	Qty	Park Construction Company		Allied Blacktop Company		North Valley, Inc.		G. Urban Companies, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>2019 OSBORNE ROAD TRAIL IMPROVEMENT PROJECT</b>											
<b>BASE BID:</b>											
	MOBILIZATION	LS	1	\$8,800.00	\$8,800.00	\$5,000.00	\$5,000.00	\$2,850.00	\$2,850.00	\$22,000.00	\$22,000.00
	TRAFFIC CONTROL	LS	1	\$4,225.00	\$4,225.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00	\$14,000.00	\$14,000.00
	SAWCUT BITUMINOUS PAVEMENT	LF	404	\$2.10	\$848.40	\$2.00	\$808.00	\$6.50	\$2,626.00	\$7.00	\$2,828.00
	REMOVE BITUMINOUS PAVEMENT	SY	1260	\$8.20	\$10,332.00	\$9.25	\$11,655.00	\$8.50	\$10,710.00	\$10.00	\$12,600.00
	COMMON BORROW (LV)	CY	52	\$43.00	\$2,236.00	\$46.50	\$2,418.00	\$35.00	\$1,820.00	\$35.00	\$1,820.00
	AGGREGATE BASE, CLASS 5	TN	153	\$46.60	\$7,129.80	\$38.90	\$5,951.70	\$35.00	\$5,355.00	\$30.00	\$4,590.00
	9.5 SP BITUMINOUS WEARING COURSE MIXTURE, (2,B)	TN	240	\$105.00	\$25,200.00	\$121.82	\$29,236.80	\$1145.00	\$34,800.00	\$115.00	\$27,600.00
	COMMON TOPSOIL BORROW (LV)	CY	15	\$55.00	\$825.00	\$93.00	\$1,395.00	\$60.00	\$900.00	\$70.00	\$1,050.00
	SEED, FERTILIZE, & HYDROMULCH	SY	85	\$10.70	\$909.50	\$30.00	\$2,550.00	\$12.00	\$1,020.00	\$21.00	\$1,785.00
	SILT FENCE, HI	LF	60	\$10.70	\$642.00	\$6.00	\$360.00	\$8.00	\$480.00	\$6.00	\$360.00
	<b>TOTAL BASE BID</b>				<b>\$61,147.70</b>		<b>\$61,874.50</b>		<b>\$62,061.00</b>		<b>\$88,633.00</b>
Contractor Name and Address:				Park Construction Company		Allied Blacktop Company		North Valley, Inc.		G. Urban Companies, Inc.	
				1481 81st Ave. NE Minneapolis, MN 55432		10503 89th Ave. N Maple Grove, MN 55369		20015 Iguana St. NW, Ste. 100 Nowthen, MN 55330		3781 Labore Rd. St. Paul, MN 55110	
				Phone: (763) 786-9800		(763) 425-0575		(763) 274-2580		(651) 248-9830	
				Email: <a href="mailto:cborene@parkconstructionco.com">cborene@parkconstructionco.com</a>		<a href="mailto:pete@alliedblacktopmn.com">pete@alliedblacktopmn.com</a>		<a href="mailto:contactus@northvalleyinc.net">contactus@northvalleyinc.net</a>		<a href="mailto:gurban@urbancompaniesusa.com">gurban@urbancompaniesusa.com</a>	
				Signed By: Charles Borene		Peter M. Capistrant		Brad Schmidtbauer		Greg Urban	
				Title: Vice President Paving Division		Secretary		President		Owner	
				Bid Security: Bid Bond		Bid Bond		Bid Bond		Bid Bond	
				Addenda Acknowledged: None		None		None		None	





# Memorandum

---

**To:** Mayor Hansen and Members of the City Council  
**From:** Terry Randall, Public Works Director  
**Date:** May 1, 2019  
**Subject:** Authorization to Purchase 2019 Pickup Truck

I am seeking authorization to purchase a new 2019 Chevrolet 2500 4x4 extended cab pickup truck for the Public Works Department. The new vehicle will replace one of the 2008 Chevrolet pickup trucks that is very rusty and has a lot of miles on it. My goal is to try to purchase a new truck every year or every other year to help keep the cost of maintenance and repairs to a minimum.

I received a price quote from Ranger Chevrolet in Hibbing. The prices are from the state contract. The price quote is as follows:

1 - 2019 Silverado 2500HD 4x4 Extended Cab Pickup	\$30,349
---	----------

The funds will come from the Utilities Renewal and Replacement fund. The old pick up truck will go to the state auction, where the City has had very good luck selling vehicles.

I have included a copy of the price quote with this memorandum.





# RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## Quote Worksheet

	MSRP
Base Price	\$40,300.00
Dest Charge	\$1,495.00
Total Options	\$2,690.00
<b>Subtotal</b>	<b>\$44,485.00</b>
User Item	\$0.00
BID ASSIST	(\$11,586.00)
<b>Subtotal Pre-Tax Adjustments</b>	<b>(\$11,586.00)</b>
Less Customer Discount	(\$3,670.00)
<b>Subtotal Discount</b>	<b>(\$3,670.00)</b>
Trade-In	\$0.00
<b>Subtotal Trade-In</b>	<b>\$0.00</b>
<b>Taxable Price</b>	<b>\$29,229.00</b>
Sales Tax	\$0.00
User Item	\$0.00
TRANSIT TAX	\$20.00
<b>Subtotal Taxes</b>	<b>\$20.00</b>
<b>Subtotal Post-Tax Adjustments</b>	<b>\$0.00</b>
<b>Total Sales Price</b>	<b>\$29,249.00</b>

Dealer Signature / Date

Customer Signature / Date

### Selected Model and Options

MODEL		
CODE	MODEL	MSRP
CK25753	2019 Chevrolet Silverado 2500HD 4WD Double Cab 144.2" Work Truck	\$40,300.00

COLORS		
CODE	DESCRIPTION	MSRP
GAZ	Summit White	\$0.00

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Data Version: 8215. Data Updated: Apr 28, 2019 9:48:00 PM PDT.



## RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

**Prepared For: TERRY RANDALL**

SPRING LAKE PARK

3/4 TON DOUBLE CAB w/ 6'6" BOX



# RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## ADDITIONAL EQUIPMENT - MECHANICAL

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
K05	Engine block heater (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	1.00 lbs	0.00 lbs	\$100.00
K4B	Battery, 730 cold-cranking amps, auxiliary (Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	40.00 lbs	4.00 lbs	\$135.00
KW5	Alternator, 220 amps (Included with (VYU) Snow Plow Prep Package when ordered with gas or diesel engines.)	2.00 lbs	1.00 lbs	Inc.
NQF	Transfer case, electronic shift with rotary dial controls (Requires 4WD models.)	0.00 lbs	0.00 lbs	\$200.00
NZZ	Underbody Shield, frame-mounted shields includes front underbody shield starting behind front bumper and running to first cross-member, protecting front underbody, oil pan, differential case and transfer case (Included with (VYU) Snow Plow Prep Package.)	10.00 lbs	2.00 lbs	Inc.

## ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PCM	WT Fleet Convenience Package (Double Cab and Regular Cab only) includes (AKO) tinted windows, (KI4) 110V outlet, (AQQ) Remote Keyless Entry and (A91) remote locking tailgate. Double Cab and Regular Cab includes (DPN) outside heated power-adjustable vertical trailering mirrors. Crew Cab includes (DL8) outside, heated power-adjustable mirrors. (If (ZW9) pickup box delete is ordered (A91) remote locking tailgate will not be included.)	0.00 lbs	0.00 lbs	\$1,000.00
VYU	Snow Plow Prep Package includes power feed for backup and roof emergency light, (KW5) 220-amp alternator with gas or diesel engine, forward lamp wiring harness, (TRW) provision for cab roof mounted lamp/beacon, (NZZ) underbody shields and Heavy-Duty front-springs (Only available on 4WD models. Included with (ANQ) Alaskan Snow Plow Special Edition. Upgradeable to (KHB) dual, 150 amps and 220 amps each alternators with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)	6.00 lbs	1.00 lbs	\$385.00

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Data Version: 8215. Data Updated: Apr 28, 2019 9:48:00 PM PDT.



# RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## SEAT TYPE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
AE7	Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)	0.00 lbs	0.00 lbs	\$0.00

## EMISSIONS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
FE9	Emissions, Federal requirements	0.00 lbs	0.00 lbs	\$0.00

## PAINT

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GAZ	Summit White	0.00 lbs	0.00 lbs	\$0.00

## AXLE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
GT5	Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	0.00 lbs	0.00 lbs	\$0.00

## SEAT TRIM

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
H2R	Dark Ash with Jet Black Interior Accents, Cloth seat trim	0.00 lbs	0.00 lbs	\$0.00

## RADIO

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
IOB	Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)	1.00 lbs	1.00 lbs	\$0.00

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# RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## ENGINE

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
L96	Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (STD)	0.00 lbs	0.00 lbs	\$0.00

## TRANSMISSION

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
MYD	Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)	0.00 lbs	0.00 lbs	\$0.00

## WHEELS

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
PYN	Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. (STD)	0.00 lbs	0.00 lbs	\$0.00

## TIRES

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
QXT	Tires, LT265/70R17E all-terrain, blackwall	14.00 lbs	14.00 lbs	\$200.00

## PAINT SCHEME

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
ZY1	Paint, solid	0.00 lbs	0.00 lbs	\$0.00

Options Total	90.00 lbs	62.00 lbs	\$2,690.00
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## Price Summary

### PRICE SUMMARY

	MSRP
Base Price	\$40,300.00

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Data Version: 8215. Data Updated: Apr 28, 2019 9:48:00 PM PDT.



# RANGER CHEVROLET

BOB O'HARA | 218-349-8955 | rwohara01@aol.com

[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## PRICE SUMMARY

	MSRP
Total Options	\$2,690.00
Vehicle Subtotal	\$42,990.00
Destination Charge	\$1,495.00
<b>Grand Total</b>	<b>\$44,485.00</b>

## Standard Equipment

### Mechanical

Pickup box

Engine, Vortec 6.0L Variable Valve Timing V8 SFI, E85-compatible, FlexFuel capable of running on unleaded or up to 85% ethanol (360 hp [268.4 kW] @ 5400 rpm, 380 lb-ft of torque [515.0 N-m] @ 4200 rpm) (Does not include E85 capability with (ZW9) pickup box delete.) (STD)

Transmission, 6-speed automatic, heavy-duty, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

GVWR, 9500 lbs. (4309 kg) (Requires CK25903 model, (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine. Not available with CK25943.)

Rear axle, 4.10 ratio (Requires (L96) Vortec 6.0L V8 SFI engine or (LC8) 6.0L V8 SFI Gaseous CNG/LPG capable engine.)

Air cleaner, high-capacity

Transfer case, with floor-mounted shifter (Included with 4WD models only.)

Differential, heavy-duty locking rear

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power

Alternator, 150 amps

Trailer brake controller, integrated (Standard on Double Cab models. Standard on Regular Cab models with a pickup box. Included with (PCN) Silverado HD Custom on Crew Cab models. With (E63) pickup box, requires available (Z82) trailering equipment. Available to order as a free flow option on Crew Cab or Regular Cab models with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Frame, fully-boxed, hydroformed front section

Recovery hooks, front, frame-mounted, black

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## Mechanical

Trailer equipment Trailing hitch platform 2.5" with a 2.0" insert for HD, 7-wire harness with independent fused trailing circuits mated to a 7-way sealed connector to hook up parking lamps, backup lamps, right and left turn signals, an electric brake lead, battery and a ground, The trailer connector also includes the 4-way for use on trailers without brakes - park, brake/turn lamps (Standard on Double Cab or Regular Cab models with a pickup box Included with (PCN) Silverado HD Custom on Crew Cab models. Not available with (ZW9) pickup box delete or (9J4) rear bumper delete.)

Suspension Package, Standard includes 51mm twin tube shock absorbers and 33mm front stabilizer bar

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DuraLife brake rotors

Capless Fuel Fill (Gas engine only. Not available with (ZW9) pickup box delete.)

Exhaust, aluminized stainless-steel muffler and tailpipe

## Exterior

Wheels, 17" (43.2 cm) steel includes 17" x 7.5" (43.2 cm x 19.1 cm) steel spare wheel. Spare not included with (ZW9) pickup box delete unless a spare tire is ordered (STD)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Not included when (ZW9) pickup box delete or (9J4) rear bumper delete is ordered.)

Bumper, front chrome

CornerStep, rear bumper (Requires (E63) pickup box.)

Bumper, rear chrome with bumper CornerSteps (Requires (E63) pickup box.)

Grille, chrome with chrome mesh inserts

Grille surround, chrome

Headlamps, halogen projector-beam

Lamps, cargo area, cab mounted with switch on center switch bank

Mirrors, outside high-visibility vertical trailing, Black with manual folding and extension and lower convex spotter glass (Standard on Double Cab or Regular Cab models. Included on Crew Cab models with (ANQ) Alaskan Snow Plow Special Edition. Not available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)

Glass, solar absorbing, tinted

Door handles, Black

Tailgate and bed rail protection caps, top

Tailgate, locking, utilizes same key as ignition and door (Not available with (AQQ) Remote Keyless Entry.)

Tailgate, EZ-Lift and Lower (Standard and only available on Double Cab models. Deleted when (ZW9) pickup box delete is ordered.)

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## Entertainment

Audio system, Chevrolet Infotainment System with 7" diagonal color touch-screen, AM/FM stereo with seek-and-scan and digital clock, includes Bluetooth streaming audio for music and select phones. (STD)

SiriusXM Radio, delete

6-speaker audio system

Bluetooth for phone, personal cell phone connectivity to vehicle audio system

## Interior

Seats, front 40/20/40 split-bench, 3-passenger, driver and front passenger recline with outboard head restraints and center fold-down armrest with storage. Vinyl has fixed lumbar and cloth has manually adjustable driver lumbar. (STD) (Upgradeable to (AZ3) front 40/20/40 split-bench seat.)

Seat trim, Vinyl

Seat, rear full-width folding bench, 3-passenger (includes child seat top tether anchor) (Requires Double Cab models.)

Floor covering, Graphite-colored rubberized-vinyl

Steering column, manual Tilt-Wheel

Steering wheel

Instrumentation, 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5-inch diagonal monochromatic display provides warning messages and basic vehicle information

Windows, power with driver express up and down and express down on all other windows (Standard on Crew Cab and Double Cab models. On Regular Cab model, included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab.)

Door locks, power

Cruise control, steering wheel-mounted

Air conditioning, single-zone

Assist handle, front passenger and driver on A-pillars

## Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control includes electronic trailer sway control and hill start assist

## Safety-Interior

Daytime Running Lamps with automatic exterior lamp control

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## Safety-Interior

Airbags, Double Cab: Single-stage frontal airbag for driver; Dual-stage front airbag for front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (With (ZW9) pickup box delete on Double Cab and Regular Cab you will get the following: Single-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes airbag deactivation switch for front outboard passenger airbag. Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information. Regular Cab model does not have rear outboard seating positions.)

OnStar, delete also deletes driver information center compass.

Rear Vision Camera (Removed when (ZW9) pickup box delete is ordered.)

Teen Driver configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on your teen's driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

## WARRANTY

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: HD Duramax Diesel: 5 Years/100,000 Miles; Qualified Fleet Purchases: 5 Years/100,000 Miles

Maintenance Note: 1 Year/1 Visit

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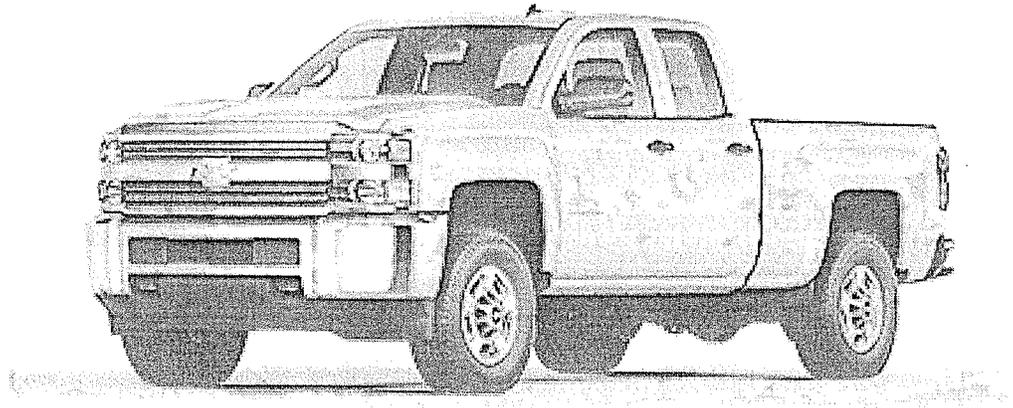
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**Note: Photo may not represent exact vehicle or selected equipment.**

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	0.00 lbs	0.00 lbs	\$0.00

## ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
9L7	Upfitter switches, (4) Provides 4-30 amp circuits to facilitate installation of aftermarket electrical accessories (Included with (ANQ) Alaskan Snow Plow Special Edition.)	0.00 lbs	0.00 lbs	\$125.00
AQQ	Remote Keyless Entry (Included and only available with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab), (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Includes (A91) remote locking tailgate.)	0.00 lbs	0.00 lbs	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPN) outside heated power-adjustable vertical trailering mirrors.)	1.00 lbs	0.00 lbs	Inc.
KI4	Power outlet, 110-volt AC (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	3.00 lbs	2.00 lbs	Inc.

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[Fleet] 2019 Chevrolet Silverado 2500HD (CK25753) 4WD Double Cab 144.2" (38)

## ADDITIONAL EQUIPMENT - EXTERIOR

CODE	DESCRIPTION	FRONT WEIGHT	REAR WEIGHT	MSRP
A91	Remote Locking Tailgate (Included and only available with (AQQ) Remote Keyless Entry.)	0.00 lbs	0.00 lbs	Inc.
AKO	Glass, deep-tinted (Included with (PCN) Silverado HD Custom or (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab).)	0.00 lbs	0.00 lbs	Inc.
CGN	Bed Liner, Spray-on Pickup box bed liner with bowtie logo. Liner is permanently bonded to the truck bed providing a water tight seal. The textured, non-skid surface is black in color and robotically applied. Spray-on liner covers entire bed interior surface below side rails, including tailgate, front box top rail, gauge hole plugs and lower tie down loops. (Included with (PCN) Silverado HD Custom or (ANQ) Alaskan Snow Plow Special Edition. Not available with (ZW9) pickup box delete or (VZX) bed liner, LPO. Not available with any ship thru code.)	0.00 lbs	34.00 lbs	\$545.00
DPN	Mirrors, outside heated power-adjustable vertical trailing, upper glass, manual-folding and extending, Black; Includes integrated turn signal indicators consisting of 51 square inch flat mirror surface positioned over a 24.5 square inch convex mirror surface with a common head and lower convex spotter glass (convex glass is not heated and not power adjustable) and addition of auxiliary cargo lamp for backing up (helps to see trailer when backing up with a trailer) and amber auxiliary clearance lamp (Included and only available on Double Cab or Regular Cab models with (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCN) Silverado HD Custom. Includes (DD8) auto-dimming inside rearview mirror. Available as a free flow option on Crew Cab models with (PCR) WT Fleet Convenience Package (Crew Cab) or (PCN) Silverado HD Custom. Required when (ANQ) Alaskan Snow Plow Package and (PCM) WT Fleet Convenience Package (Double Cab and Regular Cab) or (PCR) WT Fleet Convenience Package (Crew Cab) are ordered together.)	11.00 lbs	3.00 lbs	Inc.
NZ4	Wheels, 17" x 7.5" (43.2 cm x 19.1 cm) full-size, steel spare. (Requires 17" wheels and tires.)	0.00 lbs	0.00 lbs	\$0.00
TRW	Provision for cab roof-mounted lamp/beacon provides an instrument panel-mounted switch and electrical wiring tucked beneath the headliner for a body upfitter to connect a body-mounted warning or emergency lamp (Included with (VYU) Snow Plow Prep Package.)	1.00 lbs	0.00 lbs	Inc.

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# Memorandum

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

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

**Date:** May 1, 2019

**Subject:** Special Event Permit – Minnesota Soda Festival

The City of Spring Lake Park has received a special event permit application from Blue Sun Soda Shop for the “Minnesota Soda Festival” which would be held on Saturday, August 3, 2019 from 10am to 7pm at 1625 County Highway 10 NE.

Admission to the soda festival is free. Attendees will pay \$0.25 per ticket to use toward the purchase of soda samples. The applicant will not be serving alcohol. Food will be provided through the use of food truck vendors. The applicant will be bringing in portable toilets as well as trash and recycling containers. The event will conclude by 7:00pm, which is well within the time set forth under the City’s noise ordinance. The applicant has contracted with Guardian Tactical Solutions to provide security for the event.

With the sale of the Pov’s on 65, parking will be available at the Spring Lake Park District Service Center lot at 1415 81<sup>st</sup> Avenue NE. A shuttle bus will be available to transport attendees to and from the festival.

The applicant is proposing the closure of 83<sup>rd</sup> Avenue NE for the event to accommodate the food trucks.

Staff has reviewed the special event permit and provide the following comments:

## Police

- The blocking off of 83<sup>rd</sup> Avenue NE must be adjusted so as to not inhibit the traffic flow of the driveway to the strip mall located on Sunset Road and 83<sup>rd</sup> Avenue NE.
- The blocking off of 83<sup>rd</sup> Avenue NE on the east end must be adjusted so as not to inhibit the traffic flow of the residential driveways located on 83<sup>rd</sup> Avenue, north of the curve.
- The parking of Westwood Road be evaluated for “No Parking” on the west side of the road, instead of the east side, so as not to inhibit mail delivery to the residents of Westwood Road
- The applicant shall ask the resident at 1595 83<sup>rd</sup> Avenue NE be notified of the event and provided an opportunity to park elsewhere close by, for the duration of the event, in order to minimize inconvenience for the resident.

### Code Enforcement

- If tent exceeds 200 square feet, a pre-event fire inspection must be conducted (fee has been paid)
- Signs must be posted to assure no parking will be permitted at front, sides and rear fire access lanes.
- Event application indicates four portable toilets. Two of the four portable toilets must be handicap accessible for compliance with the Minnesota Accessibility Code.
- Food truck must have all applicable Minnesota Department of Health license available at the site at the time of pre-event inspection.
- All exterior electrical wiring is required to have ground fault capabilities and exterior wire gauge.
- Should this special event produce outdoor assemblages of 1,000 or more people, the event applicant must conform to the Public Assemblages and Events handout requirements.

### Public Works

- Applicant shall place a “Road Closed Ahead” sign at the intersection of Westwood Road and 85<sup>th</sup> Avenue notifying drivers that the street is closed ahead.

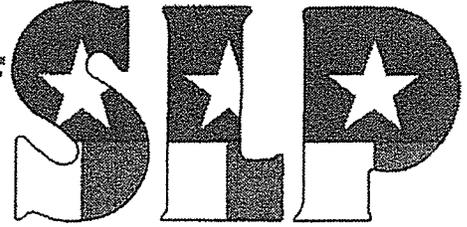
### Administration

- Event sponsor shall notify adjacent property owners of the special event at least 60 days prior to the event.
- A certificate of insurance must be provided to the City no later than 60 days prior to the date of event, with the City of Spring Lake Park listed as a Certificate Holder.

Staff recommends approval of the special use permit, subject to the conditions listed above.

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

**City of Spring Lake Park**  
 1301 Eighty First Avenue Northeast  
 Spring Lake Park, Minnesota 55432  
 763-784-6491 \* [info@slpmm.org](mailto:info@slpmm.org)



**Special Event Permit Application/Checklist**

*Application and fee must be filed with the City at least 45 days in advance of the date in which the Special Event is to occur. Applications should be sent to City of Spring Lake Park, Attn: Daniel Buchholtz.*

PROPERTY INFORMATION	
Property Address	11025 County Highway 10 NE
Property Legal Description	*SEE ATTACHED
Property ID Number	01-22-24-14-0002
PROPERTY OWNER INFORMATION	
Owner Name	MARK REAL ESTATE HOLDINGS
Owner Address	11025 Cty Hwy 10 Ste D, Spring Lake Park
Owner Phone	612-840-3240
Owner E-mail	mark@bluesunsodashop.com
APPLICANT INFORMATION	
Applicant Name	BLUESUN SODA SHOP / MARK LAZAROVIC
Applicant Address	11025 Cty Hwy 10 Ste D, Spring Lake Park
Applicant Phone	612-840-3240
Applicant E-mail	mark@bluesunsodashop.com
EVENT INFORMATION	
Name of Event	MINNESOTA SODA FESTIVAL
Location/Address of Event	11025 County Highway 10 NE
Dates & Times of Event	AUGUST 3rd 2019, 10 AM TO 7 PM
REQUIRED SUBMITTALS	

*This application is not considered complete until the following materials have been submitted. Failure to submit any or all of the required materials may result in a delay or denial of your permit. Please attach separate pages as necessary.*

- Admission Fee / Rental Fee / Donation Requested \$ \_\_\_\_\_
- Food / Alcohol being served \_\_\_\_\_
- Special City Services Requested (road closure, security, traffic control, etc)
- Copies of any required State, County or other local government license or permit (liquor, gambling, etc.)
- Certificate of Insurance (must name the city as an additional insured, see insurance requirements)
- Any Public Health Plans (water supply, solid waste collection, toilet facilities, etc.)
- Emergency Plans (fire prevention, emergency medical, severe weather, etc.)
- Site Layout
- Security Plans
- Traffic / Parking Plans
- Sound / Noise Plan

**INSURANCE CARRIER FOR EVENT**

A certificate of insurance naming the City of Spring Lake Park as an additional insured **must be submitted at least 10 days prior to the event start date.** Amount of insurance required is \$1,000,000.

Name of Insurance Carrier Auto Owners Ins. Co. Policy # 08116991

**PROPERTY OWNER'S STATEMENT**

I am the fee title owner of the described property and I agree to this application. I certify that I am in compliance with all ordinance requirements and conditions regarding other City approval that had been previously granted.

Signature:  Date: 3-26-19

**APPLICANT'S STATEMENT**

The application shall be processed in my name and I am the party whom the City should contact regarding the application. I have completed all of the applicable filing requirements and I hereby acknowledge that I have read and fully understand the applicable provisions of the City Ordinances and current policies related to this application and that the documents and information I have submitted are true and correct.

Signature:  Date: 3-26-19

**CITY APPROVAL**

Conditions for Approval: \_\_\_\_\_  
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**DEPARTMENTAL ROUTING**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Police

\_\_\_\_\_  
Public Works

\_\_\_\_\_  
Code Enforcement

\_\_\_\_\_  
Fire Department (if required)

**COUNCIL ACTION**

Approved  Denied Date: \_\_\_\_\_

DISAPPROVAL BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
DEPT: \_\_\_\_\_  
PHONE: \_\_\_\_\_

**Application fee (non-refundable): \$50.00** Paid: \_\_\_\_\_ Receipt #: \_\_\_\_\_  
*\* Additional Administrative, Public Works and Police costs may apply.*



*Soda & Sweets Shop*

1625 County Road 10 Ste D ♦ Spring Lake Park, MN 55432

Phone: 763-432-0704 ♦ [www.bluesunsodashop.com](http://www.bluesunsodashop.com)

---

**Property Description:** THAT PRT OF LOT 10 AUD SUB NO 152 DESC AS FOL: COM AT  
INTER OF NELY R/W LINE OF T H NO 10 & E LINE OF SD LOT 10; TH N 50 DEG 35 MIN W  
(ASSD BRG) ALG SD R/W LINE 804.64 FT TO



*Soda & Sweets Shop*

1625 County Road 10 Ste D ♦ Spring Lake Park, MN 55432

Phone: 763-432-0704 ♦ [www.bluesunsodashop.com](http://www.bluesunsodashop.com)

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## **Minnesota Soda Festival Event Details**

**Admission:** No admission fee charged. Attendees will pay \$0.25/ticket to use towards soda samples.

**Food / Alcohol:** No alcohol served. Food will be sold through food truck vendors brought on site.

**Public Health Plans:** Four portable toilets will be brought on site during the event. Two of the portable toilets will be wheelchair accessible. Additional trash and recycling dumpsters will be requested during the week of the event.

**Emergency Plans:** First aid booth. Store will be open in case of inclement weather. Event will be shut down early if weather turns severe.

**Site Layout:** Enclosed

**Traffic / Parking Plans:** Attendees will be able to park in the Spring Lake Park District Service Center lot at 1415 81<sup>st</sup> Ave NE. From there a shuttle bus will be available for transportation to and from the event. Parking will be available on the West side of Westwood Road NE. The East side of Westwood Road NE will be marked as No Parking to allow for flow of traffic. 83<sup>rd</sup> Ave NE will be blocked for food trucks.

**Sound / Noise Plan:** Event will take place during daytime hours. Concluding at 7 PM.

**Security Plans:** Security will be provided by Guardian Tactical Solutions.

**Special Services Requested:** N/A

**Licenses / Permits:** N/A

\*\*Our Certificate of Insurance will follow



**Blockade**

**Food Truck Row! 6 Trucks**

**Employee Parking**

**Soda Tents**

**Guest Tent**

**Kids Play Area**

**Handicap Parking**

**Buses Route 10 Service Rd**

Blue Sun Soda Shop

Gopher State Agency

Admiral Stine

10

10

10

10

10

10

10

83rd Ave NE

83rd Ave NE

83rd Ave NE

83rd Ave NE

83rd Ave

Hwy 10 Service Rd

Hwy 10 Service Rd

Hwy 10 Service Rd



**CITY OF SPRING LAKE PARK**

1301 81st Avenue NE  
 Spring Lake Park, Minnesota 55432  
 Phone: (763) 784-6491  
 Fax: (763) 792-7257

**FIRE INSPECTION PERMIT APPLICATION**

SITE	Project Title		Construction Valuation \$	
	Address 11025 County Highway 10 NE			
	City Spring Lake Park		County Anoka	
OWNER	Owner MML Real Estate Holdings/Mark Lazarchic		Contact Person Amanda Stone	
	Owner Address 11025 County Highway 10 NE Ste D		Phone No (952) 308-9326	
	City, State, Zip Spring Lake Park MN 55432		Fax No ( )	
CONTR.	Contractor		Contact Person	
	Contractor Address		Phone No ( )	
	City, State, Zip		Contractor License No: Fax No ( )	
DESIGN FIRM	Designer		Contact Person	
	Firm Address		Phone No ( )	
	City, State, Zip		Fax No ( )	
APPLICANT	Permit Applicant Is: <input checked="" type="radio"/> Owner <input type="radio"/> Designer <input type="radio"/> Contractor <input type="radio"/> Other; specify			
	Applicant's Printed Name Bill Stein Soda Shop/Mark Lazarchic		Applicant's Phone No (612) 840-3240	
	Applicant's Address 11025 County Highway 10 NE Ste D		Applicant's Fax No ( )	
	City, State, Zip Spring Lake Park MN 55432		License/Registration No. (If applicable)	
PROJECT	Class of Work: <input type="radio"/> New <input type="radio"/> Addition <input type="radio"/> Alteration <input checked="" type="radio"/> Other; specify			
	Anticipated Start Date: 08/03/19		Anticipated Completion Date: 08/03/19	
	Description: Minnesota Soda Festival * Outdoor event featuring tents w/ soda samples & food trucks			
City Council Review Date:		Conditions:		
Applicant Name (Print) Mark Lazarchic		Applicant Signature		Date 08/03/19
<b>INSPECTION FEES</b>		<b>FOR OFFICE USE ONLY</b>		
Fees are established by the City Council by Resolution. See Fee Schedule for details.		INITIALS	DATE	AMOUNT PAID \$



April 8, 2019

Special Event Permit Application/Checklist  
City of Spring Lake Park

Director of Public Safety/Chief of Police  
Douglas M. Ebeltoft  
Spring Lake Park Police Department

Re: 1625 County Highway 10 NE Suite D (Blue Sun Soda Shop)

I received the attached application/checklist for the above location on April 5, 2019. The application/checklist is regarding a proposed event on August 3, 2019 from 10 am to 7 pm. Listed below are my recommendations from a Law Enforcement perspective:

1. The blocking off of 83<sup>rd</sup> Ave NE be adjusted so as not to inhibit the traffic flow of the driveway to the strip mall located on Sunset Road and 83<sup>rd</sup> Ave NE. This accesses is on 83<sup>rd</sup> Ave NE on the west end of 83<sup>rd</sup> Ave NE.
2. The blocking off of 83<sup>rd</sup> Ave NE on the east end be adjusted so as not to inhibit the traffic flow of the residential driveways located on 83<sup>rd</sup> Ave NE (East End).
3. The parking on Westwood Road be evaluated for "No Parking" on the west side of road, instead of "No Parking" on the east side, so as not to inhibit mail delivery to the residents of Spring Lake Park.
4. The resident that lives on 83<sup>rd</sup> Ave NE with their only driveway to the residence being on 83<sup>rd</sup> Ave, be asked and agree to parking elsewhere close by, for the duration of event to minimize inconvenience of event on resident.





City of Spring Lake Park  
Engineer's Project Status Report

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To: Council Members and Staff  
From: Phil Gravel

Re: **Status Report for 5.6.19 Meeting**  
File No.: R-18GEN

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

**MS4 Permit (193802936).**

Annual Training was completed in December. 2019 Report and Public Meeting will be completed in June.

**Local Surface Water Management Plan (LSWMP) (193803949).**

Rice Creek Watershed has approved and Coon Creek Watershed conditionally approved. Council adopted on 4-15-19. *Currently working with the Administrator on Ordinance revisions.*

**2018 Sanitary Sewer Lining Project (193804547).**

Project included lining in the northeast area of the city. Service wye grouting continues (*work has been slow due to weather and equipment problems*). Terry Randall is monitoring the work.

**2019 Sanitary Sewer Lining Project (193804547).**

This project includes sewer lining in the area near TH65 and Osborne Rd. The City Council authorized the obtaining bids at the February 19<sup>th</sup> meeting. *Plans and specs are being prepared.*

**2019 Street Seal Coat and Crack Fill Project (193804625).**

This project includes streets in the area north of 81st Avenue between Monroe and Able. *Construction Contracts have been signed by Allied Blacktop and are being reviewed by the City Attorney.*

**Wells 4 and 5 (193804554):** Contractor is Keys Well Drilling. *Both Well 4 and Well 5 are now operating. Final punch-list items are being completed. Final contractor payment will be held until all is work is accepted.*

**Arthur Street (Well 5) Water Treatment Plant Evaluation (193801776 Task 300):** A list of identified issues has been reviewed by the Administrator and Public Works Director. *Filter media has been replaced. A comprehensive plant maintenance project is being considered.*

**Bituminous Trail (on Osborne Rd. from TH 65 to Central Avenue)(193804584):** *Bids were received on April 30<sup>th</sup>. See separate letter regarding Bid Results and Contract Award.*

**Garfield Pond Improvements Project (19380xxxx):** This project is located along 81st Avenue on the south side of the intersection of 81<sup>st</sup> and Arthur. The Rice Creek Watershed District (RCWD) has approved a grant application for partial project funding. *A neighborhood open house was held on April 29<sup>th</sup>. Next steps will include a topographic survey and further communication with the neighbors.*

**Hy-Vee Project.** Site utility work is substantially complete. Parkinglot grading being completed *Hy-Vee has prepared separate construction plan sets for 81<sup>st</sup> Avenue/Highway 65 and for CSAH 35 (Central Avenue). A Preconstruction Conference for the road work was held on April 16<sup>th</sup>. Construction will begin in early May.*

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



# **CORRESPONDENCE**



# North Metro TV

March 2019 Update

## Program Production

In March, a total of 100 **new programs** were produced utilizing the North Metro facilities, funds, and services. This constitutes **63:15:00 hours of new programming**.

- 33 programs were produced by the public
- 44 programs were produced by NMTV staff
- 23 programs were produced by City staff



## Van Shoots

The HD truck was used for **25:30:00** hours of production. Events produced live and recorded for additional playbacks include:

- Girls Basketball: 5AAAA Semi-Final: Roseville vs. Centennial
- Girls Basketball: 5AAAA Final: Spring Lake Park vs. Centennial
- Girls Basketball: State Quarter Final: Maple Grove vs. Centennial
- Boys Basketball: 7AAAA Final: Blaine vs. Cambridge-Isanti



## Workshops

Workshop	Instructor	Organization	Students
Screenwriting Workshop, Week 1	Eric Houston	General Public	7
Editing Demo - Marvel Studios	Eric Houston	Video Club	11
Screenwriting Workshop, Week 2	Eric Houston	General Public	7
Lecture Series - James Bond: 50 Years of 007	Eric Houston	Crest View Senior Living	7
Screenwriting Workshop, Week 3	Eric Houston	General Public	7
Lecture Series - This is Orson Welles	Eric Houston	Centennial Continuing Education	6
Camera	Eric Houston	General Public	1
Screenwriting Workshop, Week 4	Eric Houston	General Public	6
<b>8 Workshops</b>			<b>52 Students</b>

## Home Movie Transfers

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

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	226	64	47	2	702	\$1,305.00
February	302.75	71	91	2	1,277	\$914.00
March	248.75	128	26	38	700	\$906.00
<b>TOTAL:</b>	<b>777.50</b>	<b>263</b>	<b>164</b>	<b>42</b>	<b>2,679</b>	<b>\$3,125.00</b>

## Public Usage Stats

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For statistical purposes, the public access department documents total numbers of unique individuals and total hours of usage of the facility by the general public, every month. These numbers include regular users, class participants, individuals transferring videos, people who attend events, and any other public usage of the facility. The numbers do not take into account the many members of the public who work with any other NMTV department, such as news, sports, municipal, or educational.

Month	Unique Individuals	Total Usage Hours
January	144	677.5
February	94	606.5
March	76	572.75
<b>TOTAL PUBLIC USAGE:</b>		<b>1,856.75</b>

## Production Highlights

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### NMTV News Highlights

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

- Spring Lake Park Building Inspector Retires After 35 Years
- Vaping Concerns Prompt Anoka Hennepin Schools to Hold Seminar
- Anoka County Board at Stalemate Over Next Administrator
- Golden Lake Mileage Club
- Streaming for All City Meetings On NMTV
- Blaine Changes How Leaders Can Classify Dangerous Dogs
- Chominix Receives 250K for Upgrades
- Highway 65 Study Seeks Input from North Metro Community
- SBM Firefighters Lead Push for North Metro Training Facility
- Lino Lakes Guns and Hoses Charity Hockey Game



In addition to daily playbacks of North Metro TV News on the cable systems, there are 548 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the [northmetrotv.com](http://northmetrotv.com) website.

## Sports Den Winter Finale

The hour long Sports Den Winter Finale went out live on Monday, March 25th. Once again, the studio was filled with student athletes from Blaine, Centennial, and Spring Lake Park High Schools. The programming event included highlights from the hockey, wrestling, gymnastics and basketball seasons and interviews. Groups of student athletes were brought onto the set and asked questions about the past season and their future goals. The students all received a dvd copy of the program to thank them for attending and for being a fan of Sports Den. Replays of the program are playing on the NMTV channels, and it is available On Demand, and on the NMTV Youtube page. Individual interviews and highlights are also posted on Youtube.



## New Screenwriting Workshop

Instructor, Eric Houston, began teaching an eight week course on television screenwriting in March. The newly developed workshop is intended to offer something new and challenging to public access producers. Students start by reading an actual screenplay, learning proper formatting, and learning storytelling mechanics. Then, as a team, the students develop a storyline for an original episode of Gilligan's Island. By the end of the workshop series, students will have worked together to create thier own, orginal screenplay. Three of the students have never taken a class with NMTV before, and there is sufficient interest in the class to continue offering it.

## Exterior Security System

After several parking lot vandalism events, it was decided that security cameras should be installed around the NMTV facility. Parts of the parking lot are hidden from street view, and it is necessary to park the old production truck in the lot, which has garnered interest from nefarious characters. Ten cameras, covering the entire exterior of the building have been installed. Motion triggers recording, which is stored for three weeks, before the hard-drive begins recording over itself. The system can have additional cameras added, if necessary.

## Get Connected With Anoka County

Municipal Coordinator, Trevor Scholl, is testing a new program for the city channels. It is called Get Connected With Anoka County. The intent of the program is to provide a forum for Cities to keep their residents and businesses informed about events happening in their City. The first episode highlights Lino Lakes.



## Miscellaneous Productions

Special Events Coordinator, T.J. Tronson, recorded a Blaine High School Special Education Play in March. Because of copyright issues we are unable to play most performances on the channel, but schools request that we tape their plays and then make the DVD available for parents for purchase. T.J. also recorded the St. Timothy's Church presentation of Overcoming Hatred. The church requested coverage of the presentation and it seemed like it would make great programming for the channel. Finally, T.J. is gearing up for his annual coverage of Arrive Alive. Shooting begins the first week of April, with the main event taking place on April 23rd and 24th.

## City Productions

Municipal Producer, Trevor Scholl, has started several major projects that will take some time to complete, including an in-depth piece with the Blaine Police Department regarding training and a new Lino Lakes crime prevention series. He has also initiated a new program called Get Connected With Anoka County. Projects completed include the Guns and Hoses charity event a piece on the Highway 65 project.

- Guns N Hoses Charity Hockey Game
- Golden Lake Mileage Club
- Highway 65 Study
- Get Connected With Anoka County
- Took pictures for Circle Pines website
- Reformatted Blaine videos



New and ongoing projects include:

- Lino Lakes crime prevention skits
- Blaine Police Department training series
- Spring Mayor's Minutes
- Animal Humane Society walk for animals
- Additional episodes of Get Connected with Anoka County
- Ham Lake Senior Center activities
- Chomonix Golf Course Issues

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

## Production equipment consulting for cities and schools

### **Blaine**

- 3.4.19: Ben Hayle requested that the program feed in the chambers looks washed out. Checked and learned that the signal for the monitor is being looped through the blu-ray player. Will rewire the program feed to the chamber.
- 3.5.19: Went to Blaine to fix program signal. Used HDMI output 2, reformatted output signal for Crestron, and set up HD program feed.

### **Centerville**

- 3.18.19: Organized all the Makito X transmission gear.

### **Circle Pines**

- No assistance requested.

### **Ham Lake**

- No assistance requested.

### **Lexington**

- 3.18.19: Organized all the Makito X and Brightsign transmission gear.
- 3/21/19: Scheduled a walk-through for pre-install of HD equipment.
- 3.25.19: Walk through completed. Went smoothly. Will install April 1st.
- 3.25.19: Contacted Jim Ellison at Roseville IT for IP address for Makito X.
- 3.27.19: Installed Makito X and Brightsign transmission systems. Contacted Roseville IT to coordinate protocol needed to open it up. Audio and Video has been tested. Transmission good to go.

### **Lino Lakes**

- No assistance requested.

### **Spring Lake Park**

- 3.18.19: Replacement part arrived. Scheduled time for install. After install, system still did not work. Called Alpha Video. They will meet Matt at City Hall to troubleshoot.

### **All Cities**

- 3.4.19: Discovered Alpha Video only licensed 10 routes to pass through our router, causing one streaming channel to fail. Ordered license upgrade.
- 3.6.19: Emailed Z Systems for regarding remaining transmission gear needs. Need all remaining Makito X encoders & decoders along with Frame Syncs and AJA conversion

boxes in order to install remaining systems, with a Makito X transport system to the NMTV head-end.

- 3.6.19: Live stream router was installed and updated. Signal now reaching Tightrope. Tightrope will provide the links for website additions.
- 3.13.19: Live streams go live on website. Note they are not SSL secure. Emailed Bizzyweb.
- 3.15.19: Bizzyweb emails that live stream systems are fully operational.
- 3.18.19: Installed Makito X decoder in master control. Last one needed to get all cities off the Inet.

## City Channel 16 Playback Stats

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City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	193	307:23:02
Centerville	49	43:44:22
Circle Pines	188	134:52:31
Ham Lake	87	65:27:00
Lexington	109	60:13:53
Lino Lakes	84	53:48:10
Spring Lake Park	113	75:08:45
<b>Totals:</b>	<b>823 Program Playbacks</b>	<b>740:37:43 Hours of Video Programming on Channels</b>

## Programs Produced by the Public

---

Title	Producer	Runtime
Chit Chat: Dr. Artika Tyner	Sharon Carlson	00:30:09
Off Constantly	D.W. Bauer	00:22:51
A Fresh New Day	Anita Wardlaw	00:46:17
Every Movie Ever (4 episodes)	Joe Scholz, Rick Bostrom, Ben Daniels/Ryan Friendschuh, Gavin Van Trease/Brett Wong/Seraiah Brooks/Eric Houston	01:43:40
The Super 8 Show	Eric Houston	00:23:30
Bad Movie Bros (2 episodes)	Eric Houston	01:15:37
Cornerstone Church (2 episodes)	Rick Bostrom	00:59:20
Christ Lutheran Church (4 episodes)	Jacob Nessman	04:20:59
The Power of Love (4 episodes)	Rick Larson	02:00:00
LovePower (4 episodes)	Rick Larson	04:00:00
Rice Creek Watershed District Meeting (2 episodes)	Theresa Stasica	00:45:25
Oak Park Moments (7 episodes)	Dave Turnidge	04:39:05
<b>33 New Programs</b>		<b>21:46:55 New Hours</b>

## Programs Produced by NMTV Staff

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Title	Producer	Runtime
Anoka County Board Meeting (3/12/19)	T.J. Tronson	00:06:01
Anoka County Board Meeting (3/26/19)	T.J. Tronson	01:43:59
North Metro Cable Commission Meeting	T.J. Tronson	00:33:23
Ken Engel - Overcoming Hatred: Church of St. Timothy: Presentation 1	T.J. Tronson	00:44:01
Sheriff Stuart - Overcoming Hatred: Church of St. Timothy: Presentation 2	T.J. Tronson	00:22:52
NMTV News (3 episodes)	Danika Peterson/Rusty Ray	00:47:00
On Tap	Danika Peterson/Rusty Ray/Trevor Scholl	00:23:47
Guns N Hoses Hockey Game	Trevor Scholl	00:55:59
Highway 65 Study	Trevor Scholl	00:02:30
Golden Lake Mileage Club	Trevor Scholl	00:02:31
Get Connected: Lino Lakes Spring 2019	Trevor Scholl	00:08:12
Girls Basketball: 5AAAA SF: Roseville/Centennial	Kenton Kipp/J. Millington	01:30:22
Boys Basketball: 5AAAA QF: Roseville/Spring Lake Park	Kenton Kipp/J. Millington	01:38:24
Girls Basketball: 5AAAA Final: Spring Lake Park/Centennial	Kenton Kipp/J. Millington	01:31:59
Boys Basketball: 7AAAA SF: Coon Rapids/Blaine	Kenton Kipp/J. Millington	01:21:56
Girls Basketball: State QF: Maple Grove/Centennial	Kenton Kipp/J. Millington	01:35:19
Boys Basketball: 7AAAA Final: Blaine/Cambridge-Isanti	Kenton Kipp/J. Millington	01:37:21
Sports Den (3 episodes)	Kenton Kipp/J. Millington	01:25:06
Sports Den Winter Finale	Kenton Kipp/J. Millington	00:59:30
Game Highlights (21 episodes)	Kenton Kipp/J. Millington	00:51:30
<b>44 New Programs</b>		<b>18:21:42 New Hours</b>

## Programs Produced by City Staff

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Title	Producer	Runtime
MN House of Representatives Field Hearing (3/1/19)	Blaine Staff	04:03:00
Blaine City Council Meeting (3/7/19)	Blaine Staff	03:47:42
Blaine City Council Meeting (3/21/19)	Blaine Staff	00:51:07
Centerville City Council Meeting (3/13/19)	Centerville Staff	00:52:07
Centerville City Council Meeting (3/27/19)	Centerville Staff	01:57:36
Circle Pines Park Board Meeting (3/5/19)	Circle Pines Staff	00:20:39
Circle Pines City Council Meeting (3/12/19)	Circle Pines Staff	00:42:19
Circle Pines Planning Commission Meeting (3/18/19)	Circle Pines Staff	00:51:45
Circle Pines Utility Commission Meeting (3/20/19)	Circle Pines Staff	00:24:14
Circle Pines City Council Meeting (3/26/19)	Circle Pines Staff	00:54:34
Ham Lake City Council Meeting (3/4/19)	Ham Lake Staff	00:52:00
Ham Lake Planning Commission Meeting (3/11/19)	Ham Lake Staff	00:11:50
Ham Lake City Council Meeting (3/18/19)	Ham Lake Staff	00:49:01
Ham Lake Park & Tree Meeting (3/20/19)	Ham Lake Staff	00:11:00
Ham Lake Charter Commission Meeting	Ham Lake Staff	00:18:05

(3/26/19)		
Lexington City Council Meeting (3/7/19)	Lexington Staff	00:36:35
Lexington City Council Meeting (3/21/19)	Lexington Staff	00:25:38
Lino Lakes City Council Meeting (3/11/19)	Lino Lakes Staff	00:27:28
Lino Lakes Planning & Zoning Meeting (3/13/19)	Lino Lakes Staff	00:22:50
Lino Lakes City Council Meeting (3/25/19)	Lino Lakes Staff	00:59:46
Lino Lakes Environmental Board Meeting (3/27/19)	Lino Lakes Staff	00:57:37
Spring Lake Park City Council Meeting (3/4/19)	Spring Lake Park Staff	00:55:28
Spring Lake Park City Council Meeting (3/18/19)	Spring Lake Park Staff	00:31:48
<b>23 New Programs</b>		<b>23:04:09 New Hours</b>

If you have any questions or comments regarding this monthly report please contact Heidi Arnson at 763.231.2801 or [harnson@northmetrotv.com](mailto:harnson@northmetrotv.com).



## Video Production



Municipal Producer, Trevor Scholl, completed several productions in March including the annual Guns n Hoses charity hockey game, the Highway 65 Study and the Golden Lake Mileage Club. He continued to work on two major long-form projects, including a project with the Blaine Police Department regarding police training and a Lino Lakes crime prevention series . He also produced the premiere episode of new series called Get Connected With Anoka County. Programs were also produced by T.J. Tronson. Trevor reaches out to City officials and department contacts, every month, regarding potential programming for the channels. City staff and elected officials are encouraged to contact Trevor with any ideas or requests for programming.

▪ **March Completed Videos/Playing on City Channels & Internet**

<b>Title</b>	<b>Producer</b>	<b>Runtime</b>
Guns N Hoses Charity Hockey Game	Trevor Scholl	00:55:59
Highway 65 Study	Trevor Scholl	00:02:30
Golden Lake Mileage Club	Trevor Scholl	00:02:31
Get Connected With Anoka County: Lino Lakes	Trevor Scholl	00:08:12
Anoka County Board Meeting (3/12/19)	T.J. Tronson	00:06:01
Anoka County Board Meeting ( 3/26/19)	T.J. Tronson	01:43:59
NMTC Cable Commission Meeting (3/20/19)	Trevor Scholl/T.J. Tronson	00:33:23

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

- Lino Lakes crime prevention skits
- Blaine Police Department training series
- Spring Mayor's Minutes
- Animal Humane Society walk for animals
- Additional episodes of Get Connected with Anoka County
- Ham Lake Senior Center activities
- Chomonix Golf Course Issues

# Equipment Consulting/Technical Support

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## **Blaine**

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## Master Control

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Programming Coordinator, Michele Silvester, along with help from Eric Houston, Tarkor Zehn, and Trevor Scholl, is responsible for processing and scheduling the programming on the City channels. There are three categories of programs that are scheduled on the City channels;



live and replayed meetings, NMTV staff created video content, and informational graphics pages. All categories of programming must be encoded, scheduled, and entered into the Tightrope playback system or entered into the Carousel video files. As each live meeting is being recorded at City Hall, it is routed to the North Metro TV head-end and then sent out over the cable system live. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in March:

<b>Title</b>	<b>Producer</b>	<b>Runtime</b>
MN House of Representatives Field Hearing (3/1/19)	Blaine Staff	04:03:00
Blaine City Council Meeting (3/7/19)	Blaine Staff	03:47:42
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Ham Lake City Council Meeting (3/18/19)	Ham Lake Staff	00:49:01
Ham Lake Park & Tree Meeting (3/20/19)	Ham Lake Staff	00:11:00
Ham Lake Charter Commission Meeting (3/26/19)	Ham Lake Staff	00:18:05
Lexington City Council Meeting (3/7/19)	Lexington Staff	00:36:35
Lexington City Council Meeting (3/21/19)	Lexington Staff	00:25:38
Lino Lakes City Council Meeting (3/11/19)	Lino Lakes Staff	00:27:28
Lino Lakes Planning & Zoning Meeting (3/13/19)	Lino Lakes Staff	00:22:50
Lino Lakes City Council Meeting (3/25/19)	Lino Lakes Staff	00:59:46
Lino Lakes Environmental Board Meeting (3/27/19)	Lino Lakes Staff	00:57:37
Spring Lake Park City Council Meeting (3/4/19)	Spring Lake Park Staff	00:55:28
Spring Lake Park City Council Meeting (3/18/19)	Spring Lake Park Staff	00:31:48
<b>23 New Programs</b>		<b>23:04:09 New Hours</b>

Meetings are scheduled for replay based on schedules requested by each City. Additional longer-length video programming produced by NMTV staff is also scheduled on the channels. With the arrival of the Carousel units, shorter-length videos and promos are

loaded onto those devices, rather than being scheduled as separate playbacks. The short videos cycle through, with graphics pages, and play on the channels whenever a scheduled program is not playing. Depending on whether a City selected the split screen or full screen Carousel option, the shorter videos are cycling 24 hours a day. The table below outlines how many times a longer-length video program was entered into the Tightrope system, and played back on each City channel.

<b>City</b>	<b>Number of Times Programs Played</b>	<b>Hours Programmed on Channel</b>
Blaine	193	307:23:02
Centerville	49	43:44:22
Circle Pines	188	134:52:31
Ham Lake	87	65:27:00
Lexington	109	60:13:53
Lino Lakes	84	53:48:10
Spring Lake Park	113	75:08:45
<b>Totals:</b>	<b>823 Program Playbacks</b>	<b>740:37:43 Hours of Video Programming on Channels</b>

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

**Blaine**

- Transcoded and uploaded 2 videos to Carousel.
- Completed 2019 Carousel revision.

**Centerville**

- Transcoded and uploaded 1 video to Carousel.
- Created video loop for new BrightSign player.

**Circle Pines**

- Transcoded and uploaded 2 videos to Carousel.

**Ham Lake**

- Transcoded and uploaded 2 videos to Carousel.
- Created 1 graphic page for Carousel.

**Lexington**

- Transcoded and uploaded 2 videos to Carousel.
- Created video loop for new BrightSign player.

**Lino Lakes**

- Transcoded and uploaded 2 videos to Carousel.

**Spring Lake Park**

- Transcoded and uploaded 2 videos to Carousel.
- Created 13 graphic pages for Carousel

## City Channel Signal Monitoring

- **Blaine**  
No channel signal problems.
- **Centerville**  
No channel signal problems.
- **Circle Pines**  
No channel signal problems.
- **Ham Lake**  
No channel signal problems.
- **Lexington**  
No channel signal problems.
- **Lino Lakes**  
No channel signal problems.
- **Spring Lake Park**  
No channel signal problems.

## Meetings on Demand



NMTV has created a video on demand service, with line-item bookmarking, for our Cities meetings. In order to accomplish this, each encoded meeting has to undergo several steps. The meeting must first be transferred and transcoded from the playback server to the video on demand server. The length of time necessary for this varies based on the length of the meeting and whether it is recorded in SD or HD. Once that is done, a staff member must go through the meeting entering a bookmark at the start of each meeting line-item, and type in the corresponding line-item information. Staff utilizes marked agendas provided by City staff members for this step. If marked agendas aren't provided by City staff we go to the City website to find unmarked agendas and place the meeting on VOD without bookmarks. Once that is done and saved the bookmarked meeting is then linked to the NMTV website's city meeting page for video on demand. The following number of meetings were bookmarked and/or placed on VOD for the Cities in March:

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

# Administrative

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The issues dealt with in March include rescheduling the kick-off franchise renewal meeting with Comcast and integration and testing of the live streaming servers for Cities.

## **Streaming Servers for Cities**

- Worked through router issue for streaming channels.
- Monitored security checks, Tightrope integration, and Bizzyweb website updates for streaming servers.
- Streaming servers went live.
- Worked with staff to monitor and resolve issues.
- Talk with Centerville staff regarding streaming channel problems. Work with NMTV staff to try to resolve.
- 

## **Franchise Fee Payment to Cities**

- Cable Commission approved payment of franchise fees to Cities at the March meeting. Checks were delivered in February. The February meeting was canceled due to lack of quorum/weather.

## **Miscellaneous**

- The renewal meeting with Comcast was rescheduled to April 18th.
- Annual audit.
- Annual property/liability insurance meeting.
- Respond to Dale Stoesz inquiry as to whether XFINITY Flex could be subject to franchise fees. Follow-up with Mike Bradley.
- Contacted Comcast escalated complaints on behalf of Blaine internet subscriber.
- Provided information to Jeff Karlson regarding Comcast digital transition, analog channels, and options for watching the city channel in Lino Lakes.
- Responded to Mark Statz's question regarding promo production for regional economic development group.
- Read industry articles.



## *Developing Current and Future Leaders*

Friday, April 26, 2019

Carol Mueller, Mayor  
Nyle Zikmund, City Administrator  
City of Mounds View  
2401 Mounds View Boulevard  
Mounds View, MN 55112

Dear Mayor Mueller, City Council Members, and City Administrator Zikmund,

This letter is in response to Mr. Zikmund's April 23, 2019, email and related attachments, a copy is attached hereto. While I was not present for the March 27, 2019, meeting at the Office of the State Auditor, I have discussed the matter in detail with some of the parties present and have had the opportunity to review documentation from the meeting. Based on this information, I find the information provided in your April 23, 2019, letter to be an inaccurate representation of what was discussed and the position of the Minnesota State Fire Chiefs Associations (MSFCA).

The MSFCA is a professional member-driven organization that represents the interests of departments, chiefs, command staff, and line officers/firefighters throughout the entire State of Minnesota. We are a proud partner of the Minnesota Fire Service Association Coalition (MnFAC) and have appointed representatives on committees, working groups, and task forces throughout the State. Other professional Minnesota fire service organizations include the Minnesota State Fire Department Association (MSFDA), Minnesota Professional Firefighters Association (MPFF), the Minnesota Chapter of the International Association of Arson Investigators (MNIAAI), the Fire Marshals Association of Minnesota, just to name a few. While I cannot speak on behalf of other professional organizations, I am confident in stating that they are comprised of professional, dedicated, and actively-involved fire service leaders.

While I appreciate Mr. Zikmund's past involvement in the Minnesota fire service, including his tenure as the former executive director of the MSFCA, he does not represent the interests of the MSFCA and, to our knowledge, has not been engaged in any other official capacity to speak on behalf of the Minnesota fire service.



Over the past year, there have been several working groups that have been focused on improving the Minnesota volunteer firefighter pension program. These working groups brought together active fire service leaders, legislative liaisons, state agencies, and other impacted parties to ensure a broad representation of stakeholders. With 751 volunteer firefighter relief associations across the state (175 of which are now part of the PERA statewide plan), it is imperative that proposed changes to state statutes be discussed, vetted, and presented in a collaborative environment that represents the broad interests of the entire Minnesota fire service and not just a single agency or jurisdiction.

As I hope that Mr. Zikmund will attest to, the fire service is built on trust, teamwork, and collaboration with the priority of providing our communities with prompt, professional, effective, and efficient service. My overarching concern over Mr. Zikmund's "white paper," is that it was created and distributed without the involvement of active fire service stakeholders, specifically the many working groups that have devoted countless hours to this topic. While Mr. Zikmund is certainly entitled to speak on behalf of the City of Mounds View, its elected body, and as a citizen, I hope future discussions concerning statewide fire service matters are shared and discussed in a transparent and collaborative manner.

In response to the specific questions raised in your March 28, 2019, email to Chief Scott, I welcome further dialog among active fire service leadership, local/state officials, and key stakeholders involved in these efforts. To further clarify statements and positions:

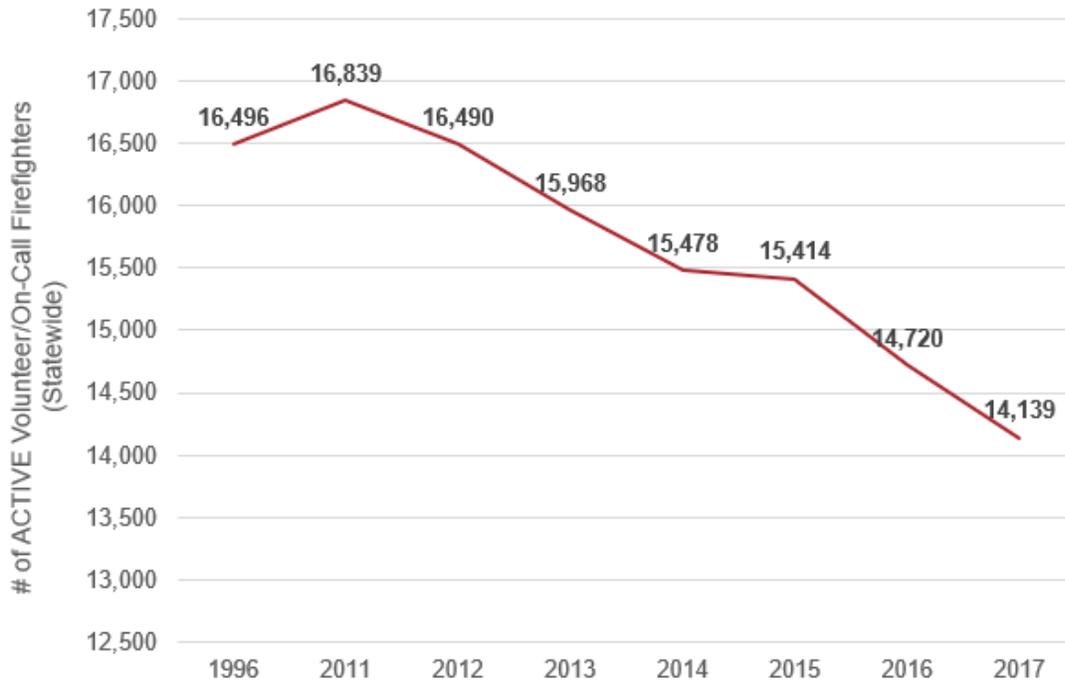
### **1. Volunteer Recruitment and Retention**

The MSFCA is committed to the long-term health and sustainability of the Minnesota fire service. It is remarkable that the SBM Fire Department has "exceeded all expectations in our ability to retain volunteers" as noted in your April 16, 2019, letter. It is great to hear that these efforts are continuing and growing under Chief Smith's leadership.

Sadly, this is not the case across Minnesota as the number of volunteer and paid on-call firefighters continues to rapidly decline. As illustrated in Figure 1, there has been a 14.3% decrease in active members in the volunteer pension programs across the state between 1996-2017. This alarming trend is despite significant investments into the pension program, including supplemental state aid which has increased the annual contribution for many relief associations.

In your April 16, 2019 letter, you bring attention to Mr. Zikmund's "top expertise" in volunteer pension plans and claim that, "[he] has been directly responsible for

securing millions in additional fire pension aids over the past 25 years.” You fail, however, to mention the steep decrease in active participation in volunteer pension programs statewide during the same period.



Source: Minnesota Office of the State Auditor, Financial and Investment Reports of Volunteer Fire Relief Associations

Figure 1

Similar trends also exist across the country<sup>1</sup>. Recent data released by the National Fire Protection Association (NFPA) estimated that there was a significant drop in volunteer firefighters in recent years. Kevin Quinn, Chair of the National Volunteer Fire Council (NVFC) states, “We know many volunteer fire departments are struggling to maintain adequate staffing. However, the scale of the loss of volunteer firefighters estimated in this report is really disturbing and something that we need to work as a community and a nation to address.”

The State's leading fire service agencies, including the MSFCA, are committed to addressing this crisis. As a point of fact, Chief Scott's department was the second largest volunteer department for many years with an authorized strength of 150 volunteers. Eagan received nearly \$418,000 in Fire State aid in 2018 and very much understands the importance of this aid. Even though Eagan has a very robust volunteer relief pension with regular increases in the annual amount, it has had no impact on retention or recruitment of volunteers.

<sup>1</sup> <https://www.nvfc.org/new-nfpa-report-finds-significant-decline-in-volunteer-firefighter-numbers/>

Chief Scott shared this at the March 27, 2019, meeting, and is one of the many reasons that Chief Scott became concerned with Mr. Zikmund's proposal to change the use of state aid without vetting it through the established working groups and state fire service agencies.

The MSFCA, along with our fire service partners, have been actively engaged on statewide initiatives to help local departments – including cities – on fire service issues. Fire protection districts, for example, was introduced as a measure to help two or more units of government in creating a more effective and efficient fire service model. For communities like yours that have restrictive levy caps<sup>2</sup>, for example, a fire protection district would allow for greater flexibility in meeting the long-term public safety needs of a community while still maintaining local control. This is one of many examples in which the MSFCA along with our fire service partners are working collaboratively to help the entire Minnesota fire service.

As the data suggests, the past practices and models of the fire service are not working, specifically with regard to recruitment and retention. This deserves greater discussion with fire service leadership and a broader investment into fire protection across the state with the hope of achieving a better ranking than 45<sup>th</sup> in per-capita spending in one of the most essential public services.

## 2. “Double-Dipping”

As the Minnesota fire service continues to evolve into different staffing models, there is understandably ambiguity as to previously established legislation, industry practices, and traditional volunteer recruitment and retention tools. Career firefighters, like police officers, participate in the PERA Police and Fire Plan (PERA P&F Plan)<sup>3</sup>. It has, however, become the practice of some fire departments and municipalities to allow full-time career staff, including many chief officers, to participate in the PERA P&F Plan **and** the fire department's “volunteer” fire relief association. This has raised questions and concerns by several fire chiefs (myself included), municipal and state officials, as well as elected representatives. Regardless of personal opinions on the matter, there is inconsistency and confusion across the state. This is a topic that most certainly warrants a more in-depth discussion among stakeholders, including legal counsel, and clear clarification/direction to ensure compliance with modern-law, legal precedence, and alignment with the spirit and intent of Minnesota

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<sup>2</sup> Per your April 16, 2019, letter, “We are a charter city with a very restrictive levy cap of 2% plus inflation which is currently insufficient to meet our base salary and benefit needs”

<sup>3</sup> The General Plan (Coordinated Fund) of PERA has an employee contribution of 6.5% and an employer contribution of 7.5% compared to the PERA P&F Plan of 11.30% for the employee and 16.95% for the employer.

Statute 424A (Volunteer Firefighters Retirement), not to mention the “front-page” headline test of whether it is the “right” and ethical thing to allow.

### **3. Further Discussion**

As previously stated, there are several working groups that are already actively engaged in these matters. These working groups should be allowed to continue their work on pension-related matters as this collaborative approach has proven to be an effective model.

The fire service would most certainly welcome a meeting and further discussion with Chair Murphy. Chief BJ Jungmann serves as the MSFCA and MnFAC Legislative Chair; he will be happy to bring together fire service leadership to further discuss our efforts across the state.

I trust that Mr. Zikmund will allow current fire service leaders the opportunity to speak on behalf of and advocate for the Minnesota fire service. I am personally fortunate to have over 21 years of fire service experience in both a volunteer and career capacity, including experience in a large combination department with over 150 volunteers in Connecticut. I understand firsthand the challenges that face the fire service and it is the driving force for my service as President of this great Association.

Minnesota is fortunate to have many experienced, talented, and well-educated fire service leaders. I know our fire service leaders are committed to working together to ensure we can serve our communities with the utmost honor and pride.

Respectfully,

A handwritten signature in black ink that reads "T. John C." in a cursive style.

T. John Cunningham  
President

Attachment: Original Communication

Cc: Dave Osberg, City Administrator, Eagan  
Clark Arneson, City Manager, Blaine  
Dan Bucholz, City Administrator, Spring Lake Park  
Charles Smith IV, Fire Chief, SBM Fire Department  
Harley Wells, President, Spring Lake Park Fire Inc.  
Dan Retka, President, Spring Lake Park Fire Relief Association  
Joe Flagerty, Mounds View Community Fire Board  
MSFCA Board of Directors  
Mark Rosenblum, President, MSFDA  
Chris Parsons, President, MPFF  
Susan Lenczewski, Executive Director, Legislative Commission on Pensions  
and Retirement  
Bruce West, Fire Marshal, State of Minnesota



April 16, 2019

Dave Osberg, City Administrator

Dear Administrator Osberg:

We wanted to reach out to you today regarding an email sent by Fire Chief Mike Scott, to Mounds View City Administrator Nyle Zikmund. We would like to address several issues raised in the correspondence.

Chief Scott indicated concern regarding who Administrator Zikmund represents based on the attached email. Please accept this letter as validation that Administrator Zikmund does represent the City of Mounds View. Additionally, he has, like most administrators – flexibility of schedule. Finally, his employment agreement specifically provides for legislative activity as well as outside consulting and training activities.

Of greater concern though, is the directive to “leave those actively serving in the fire service to do their job”. Mounds View is a partner to the one of the largest volunteer/combination fire departments in the State of Minnesota and the Spring Lake Park – Blaine – Mounds View Fire Relief pension fund is approaching \$17 million in assets. The utilization of that fund as a retention tool has exceeded all expectations in our ability to retain volunteers. As an Administrator you are aware that the City (s) underwrite the pension plan and in our case, continue to save millions of dollars on an annual basis via the volunteer or mostly volunteer model. Administrator Zikmund is considered one of the top experts in the state on Volunteer Pension Plans and has been directly responsible in securing millions in additional fire pension aids over the past 25 years. Additionally, he was responsible for the creation of the State Wide Volunteer Pension plan of which SBM is a member. Thus, it is in city’s direct and best interest to stay involved and engaged on issues impacting reliefs.

Chief Scott indicated in his email that Administrator Zikmund should endeavor to cease communicating with him which he did reply to the affirmative. However, Chief Scott was the official representative of the Minnesota State Fire Chiefs Association (MSFCA) at a meeting with the Minnesota State Auditor (the meeting he references), her Pension Oversight Director, and the Executive Director and Deputy Director of the Legislative Commission on Pensions and Retirement. He made a statement to the effect that the MSFCA questioned the value of volunteer fire pensions as a recruitment and retention tool and intimated that those funds might have greater use/value in things such as training or certification.

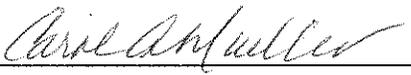
From our perspective, this was very troubling as any reduction or redirection of aid would or could result in an increase in a municipal contribution. In our case, loss of the Supplemental Aid would require an additional contribution of \$28,500 or just over ½% levy increase. We are a charter city with a very restrictive levy cap of 2% plus inflation which currently is insufficient to meet our base salary and benefit needs. Thus, any additional burden furthers that challenge.

Administrator Zikmund cautioned Chief Scott that his statement regarding the official MSFCA position could have substantive impact to fire departments and reliefs association and their associated city (s). As the designated representative for the MSFCA and the one who made the statement, Administrator Zikmund sought clarification/validation with Chief Scott who indicated he "may be misrepresenting what he said" but offered no other response/clarification to the direct question.

To that end, we remain very concerned about this position and troubled by the statement he made. The audience present represents the highest level possible (absent the Governor himself) in pension regulation/oversight and governing state statutes.

In closing, our purpose in writing is to make you aware of the situation and our position that Administrator Zikmund will remain actively involved in legislative issues that impact our City and the Fire Department we are partners in. It would be appreciated if you could convey this to Chief Scott in order to alleviate his concerns.

Please do not hesitate to contact us if you wish to discuss this further. Administrator Zikmund can be reached at 612-860-7442, Mayor Mueller at 763-458-2719.



Mayor Carol Mueller



City Administrator Nyle Zikmund

Cc: Clark Arneson, Blaine City Manager  
Dan Buchholz, Spring Lake Park City Administrator  
Charles Smith IV, Spring Lake Park – Blaine – Mounds View Fire Chief  
Harley Wells, President Spring Lake Park Fire Inc. Board of Directors  
Dan Retka, President Spring Lake Park Fire Relief Association  
Joe Flaherty, Mounds View Community Fire Board Representative

## Nyle Zikmund

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**From:** Mike Scott <MScott@cityofeagan.com>  
**Sent:** Tuesday, April 9, 2019 11:30 AM  
**To:** Nyle Zikmund  
**Cc:** T. John Cunningham; BJ Jungmann (BJ.Jungmann@Burnsvillemn.gov); Jim McCoy  
**Subject:** RE: Follow Up

Nyle,

As City Administrator, as indicated by your email address below, I'm baffled why you are using Mounds View city resources to send me an email at 4:20am concerning fire department related items that you are not part-of. I believe as usual you may be misrepresenting what I said at the meeting you called with the Auditor.

I'm going to step outside my "humble bubble" and tell you that I have been active in the Public Safety profession for 36 years, and grew up in an all-volunteer department since 1971. I know you feel that you are the self-described expert on all things fire, but the truth is, there are many people in the State that have been around longer and care more about the fire service than you may think you do. Please stop sending me any correspondence and do the right thing by letting those actively serving in the fire service do their jobs.



**Mike Scott**  
Fire Chief  
1001 Station Tr | Eagan, MN  
55123  
Office: 651-675-5901  
<https://www.cityofeagan.com>

**From:** Nyle Zikmund <nyle.zikmund@moundsviewmn.org>  
**Sent:** Thursday, March 28, 2019 4:20 AM  
**To:** Mike Scott <MScott@cityofeagan.com>  
**Subject:** Follow Up

Morning Mike, just wanted to follow up on yesterday's meeting to make sure I have an accurate understanding.

1. You indicated Chief Associations believes the volunteer pension system may not be the most effective recruitment and retention tool and that those dedicated funding resources may be better utilized/targeted to such things as additional training, certifications or other programs?
2. Chiefs Association has concern regarding the "double dipping" issue and that should be talked about?
3. Chiefs Association was not opposed to having a discussion on the surplus/benefit increase reform but as opposed to having it done as an interim LCPR Legislator Led format, you were comfortable with the State Auditors Volunteer Working Group process taking it up (typically they start meeting in October/November) later this year?

Let me know so I can get back to Chair Murphy that progress will continue. As I indicated the goal of these task forces is to transform the work into legislation and prior to these past study groups, they were LCPR legislator led (but is has been a number of years) which ensures a high degree of probability of the work product becoming law. Given the perfect 15 year record that the OSA has of transforming their work product into law, and given their apparent willingness to

undertake the discussion (and include Chapter 353 (PERA Plans), the equation is the same and thus, time spent in formulating a solution has a high probability of being enacted into law.

Thanks

Nyle Zikmund  
City Administrator  
763.717.4001 w | 763.717.4019 f | 612.860.7442 c  
2401 Mounds View Boulevard  
Mounds View | MN | 55112  
[www.moundsviewmn.org](http://www.moundsviewmn.org)

