



**CITY COUNCIL AGENDA
MONDAY, JUNE 19, 2017
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 – June 5, 2017
 - B. Disbursements
 1. General Operations Disbursement Claim No. 17-09 \$187,373.90
 2. Liquor Fund Disbursement Claim No. 17-10 \$246,885.89
 - C. Personnel Changes at Central Park Liquor
 - D. Application for Exempt Permit – Mounds View Community Theater
 - E. New Patrol Squad Video Systems
 - F. Contractor’s License
 - G. Correspondence
7. POLICE REPORT
8. PARKS AND RECREATION REPORT
9. ORDINANCES AND/OR RESOLUTIONS
 - A. Resolution 17-14 Approving a Contract for Private Development (Legends of Spring Lake Park) and Awarding the Sale of, And Providing the Form, Terms, Covenants and Instructions For, The Issuance of the City’s \$3,270,000 Taxable Tax Increment Financing Revenue Note
 - B. Resolution 17-15 Approving Forms of Financing Documents Related to the Issuance of the City’s Multifamily Housing Revenue Bonds, Series 2017 (Legends of Spring Lake Park Project)
10. NEW BUSINESS
 - A. Site Development Agreement - Spring Lake Park Leasing Housing Associates I, LLLP
 - B. Utility and Sidewalk Access and Maintenance Agreement
11. ENGINEER’S REPORT
12. ATTORNEY’S REPORT
13. REPORTS
14. ADMINISTRATOR REPORTS
 - A. Solar Garden Subscriptions
15. OTHER
16. ADJOURN

**SEE REVERSE SIDE FOR RULES FOR PUBLIC HEARING
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 to 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 June 5, 2017 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: Police Chief Ebeltoft; Public Works Director Randall; Building Official Brainard; Attorney Thames; Engineer Gravel; Parks and Recreation Director Rygwall; Administrator Buchholtz and Executive Assistant Gooden

Visitors: Paddy Jones, Ham Lake
Grazyna (Tina) Szczepanik, 8450 Terrace Road NE

3. Pledge of Allegiance

4. Additions or Corrections to Agenda

Administrator Buchholtz asked that Item 15B, Closed Session to Discuss Labor Negotiation Strategies, be added to the agenda.

5. Discussion From The Floor

Grazyna Szczepanik, 8450 Terrace Road NE, reported that her neighbor is feeding geese and ducks and she provided the Council with a petition from her other neighbors regarding the goose population in the adjoining yards. She provided photos of the goose droppings in her yard and the geese collecting in her neighbor's yard.

Ms. Szczepanik reported that there have been up to 20 geese in the yard while they are being fed and there is a bowl under the bird feeder where the corn is placed to feed the geese.

Code Enforcement Officer Brainard stated that he is aware of the issue and a letter has been sent to the property owner as well as an Administrative Ticket being issued. He reported that the previous feeding troughs have been removed. He stated that he needs more proof of the residents actually feeding the geese before pursuing additional administrative action.

Mayor Hansen expressed her opinion that the feeding of the geese and their droppings is a health hazard and encouraged more action to be taken to help correct the number of geese in the neighborhood.

Mr. Brainard explained that once he has evidence of additional violations taking place he would issue another administrative ticket and double fines if necessary.

6. Consent Agenda:

Mayor Hansen reviewed the following Consent Agenda items:

- A. Approval of Minutes – May 15, 2017
- B. 2nd Quarter Billing for 2018 Payable 2019 Property Tax Assessment – Ken Tolzmann
- C. Right of Way Application – Arvig Enterprises, Inc.
- D. Resolution 17-12 Declaring Sufficiency of Petition
- E. Contractor's Licenses
- F. Correspondence

Councilmember Delfs inquired on item 6C Right of Way Application from Arvig Enterprises, Inc. He inquired as to why a local contractor was not performing the work. Engineer Gravel stated that often times the main contractor will subcontract the work.

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

7. Public Works Report

Public Works Director Randall reported that the Public Works Department has been collecting trash at the parks; dragged and lined the ballfields, continue to mow and weed whip parks; all the parks have been aeriated and fertilized and all the sprinklers are running. He reported that a new walkway to the fishing pier at Lakeside Park has been built due to the high water. He stated that summer staff is busy planting flowers, including under the community billboard. He reported that the Department has also been patching potholes and painting new parking lot stripes at the parks.

Mr. Randall reported that 83rd Avenue and Monroe was recently closed to traffic during a recent rainfall until the water could recede. He stated that there were no problems and the storm system handled the water in a timely manner.

Mr. Randall reported that the barbershop project is now completed and the area has been cleaned up.

Councilmember Goodboe-Bisschoff inquired if Metro Transit could be notified, by letter, for the buses not to use Monroe Street during heavy flooding.

Administrator Buchholtz stated that he will contact Metro Transit not to use Monroe Street during heavy flooding. He stated that he felt closing the street is the best option during flooding situations. He reminded the Council that the purpose of the storm water study and the modeling portion of the study will be helpful to find the most effective way to handle the flooding when it occurs.

8. Code Enforcement Report

Building Official Brainard reported that he attended the City Council workshop on May 1; a Department Head meeting on May 2; the City Council meeting on May 15; a Minnesota Permit Technician Association meeting on May 23; a meeting with Dominion Architect and Code Specialist on May 24; and the North Suburban Building Officials meeting on May 30.

Mr. Brainard stated that in May 2017, 27 building permits were issued compared to 53 in 2016. He reported that he conducted 97 inspections in the month of May including 28 building, seven mechanical, six plumbing and 23 nuisance, three Certificate of Occupancy, 27 rental, three zoning inspections.

Mr. Brainard reported that the May 2017 vacancy listing shows that there are 11 vacant/foreclosed residential properties currently posted and/or soon posted by the Code Enforcement Department, which remains the same from last month. There are three vacant/foreclosed commercial property, which is the same as last month; and 10 residential properties currently occupied and ready for Sheriff Sale's redemption, which remains the same from last month. He reported that he posted one abandoned and/or vacant property notices in month of May. He also reported that three Administrative Offense Tickets, and 18 violation notices were issued by the Code Enforcement Department. He noted that most of the violation notices mostly pertained to tall grass and weeds.

Mr. Brainard provided a handout on Summers Residential Standards to help homeowners become aware of the minimum codes and standards for Spring Lake Park.

9. Public Hearing

A. Vacation of Utility Easement

Mayor Hansen opened the public hearing at 7:35 PM.

Administrator Buchholtz reported that the City has received a petition from 100 percent of the property owners for Lots 2-11, Park Manor Addition, to vacate a utility easement along the rear lot lines of the property.

Administrator Buchholtz stated that state laws outlines the process for vacating an easement. He explained that the process can be started by a petition of a majority of the property owners abutting the easement to be vacated or by the City Council itself. He stated that in this case, the City has received a petition signed by 100 percent of the affected property owners and City staff has verified the petition prior to the hearing.

Administrator Buchholtz reported that the a public notice has been published twice in the Blaine/ Spring Lake Park Life newspaper, posted at City Hall and mailed to affected property owners ten days prior to the hearing. Administrator Buchholtz reported that with the redevelopment of the Goony Golf property and the two residential homes into a senior residential apartment complex, the utility easement is no longer required. He stated that the redevelopment will add affordable housing options for our aging population as well as increase the City's overall tax base, important findings to show benefit to the City for vacating the easement.

Administrator Buchholtz stated that the only utility utilizing the easement is Xcel Energy. He stated that Dominion and their builder, Eagle Builders, are working with Xcel to relocate the power lines to facilitate the development. He stated that there are be no municipal utilities located within the easement.

Administrator Buchholtz stated that adoption of Resolution 17-13 will vacate the easement, allowing Dominion to meet one of the conditions of the preliminary and final plat approval.

Councilmember Nelson stated that the vacation of the utility easement is necessary for the project to move forward.

Mayor Hansen asked if there was any discussion from the floor. Hearing none, a motion was made to close the public hearing.

MOTION MADE BY MAYOR HANSEN TO CLOSE PUBLIC HEARING. ROLL CALL VOTE: COUNCILMEMBERS NELSON, WENDLING, DELFS AND MAYOR HANSEN ALL AYES; COUNCILMEMBER GOODBOE-BISSCHOFF-NAY. MOTION CARRIED.

Mayor Hansen closed the public hearing was closed at 7:40 PM.

10. Ordinances and/or Ordinances

A. Resolution 17-13 Vacating Utility Easement Upon Petition of a Majority of Abutting Landowners

MOTION MADE BY COUNCILMEMBER NELSON TO APPROVE RESOLUTION 17-13 VACATING UTILITY EASEMENT UPON PETITION OF A MAJORITY OF ABUTTING LANDOWNERS. ROLL CALL VOTE: COUNCILMEMBERS NELSON, WENDLING, DELFS AND MAYOR HANSEN – AYE; COUNCILMEMBER GOODBOE-BISSCHOFF –NAY. MOTION CARRIED.

11. New Business

A. Biennial Audit Report – Body Worn Cameras

Chief Ebeltoft reported that in accordance with MN Statute 13.825, Portable Recording Systems, Subd. 09, a Biennial Audit is required for any agency using portable recording systems or body worn cameras. He stated that the law states that a third party must complete the audit.

Chief Ebeltoft stated that he was approached by several independent agencies to perform the audit; however; he contacted Computer Integration Technologies (CIT), Inc., independent computer company the City currently uses for IT services, to conduct the audit.

Chief Ebeltoft reported the following results from the audit:

- Portable recording system found to positively maintain date and time information of recorded data, accurately, and as required
- Recorded Data is appropriately classified in regards to the referenced statutes
- Recorded Data validated to be utilized and stored appropriately, in accordance with Statutes
- Recorded Data validated to be appropriately disseminated and/or shared, as required and requested, in accordance with Statutes
- Recorded Data destruction rules applied at time of data creation

Chief Ebeltoft reported the audit showed that the Spring Lake Park Department established a Comprehensive Policy, Policy #800, which set Department guidelines for operation of Body Worn Cameras and Retention Schedule. The Policy is publicly available via the Spring Lake Park Police Department website and the Police addresses compliance to the MN Statute 13.825 Portable Recording System. The findings stated that the established Policy was reviewed against practices, of data collection, classification, access, storage and dissemination. It stated that the review results demonstrated practices to be carried out in accordance with the established policies.

Chief Ebeltoft reported that at the time of the audit, the Spring Lake Park Police Department fulfills all the requirements as identified in the MN Statute 13.825, Portable Recording System. He stated that the report will be filed with the State within 60 days of the completed date. He noted that Spring Lake Park is one of the first agencies to conduct the required audit.

MOTION MADE BY MAYOR HANSEN TO APPROVE BIENNIAL AUDIT FOR PORTABLE RECORDING SYSTEMS. ROLL CALL VOTE: ALL AYES. MOTION CARRIED.

12. Engineer's Report

Engineer Gravel reported that he is continuing to work with Public Works Director Randall and Administrator Buchholtz on implementing the work plan for the 2017 MS4 Permit. He stated that it will be completed and submitted by the end of June.

Mr. Gravel stated that a preconstruction meeting will be held this week to discuss the sanitary sewer-lining project. He stated that the affected residents will be notified once the work dates have been set.

13. Attorney's Report – None

14. Reports

A. Beyond the Yellow Ribbon Report

Councilmember Nelson reported that 53 people participated in the pork chop dinner last month at Kraus Hartig VFW. He stated that there has not been that many participants in over seven years. He reported that Beyond the Yellow Ribbon will have a float in the Tower Days parade for the first time and there will be some future deployments and the organization will be assisting families.

15. Other

Mayor Hansen congratulated Administrator Buchholtz on receiving the James F. Miller Leadership Award sponsored by the League of Minnesota Cities.

Councilmember Goodboe-Bisschoff reported that she attended the groundbreaking ceremony for the new Spring Lake Park School District elementary school in Blaine and provided a reminder of the Tower Days upcoming events.

A. Administrator Reports

Administrator Buchholtz reported that he met with Wold Architects regarding the Spring Lake Park School District Center expansion. He stated that construction will be starting in late summer and the early childcare program will be moved from the high school to the new expansion.

Administrator Buchholtz reminded the Council that the Tri-City meeting regarding the Spring Lake Park Blaine Mounds View Fire Department budget has been moved from Station 3 to Blaine City Hall.

Administrator Buchholtz stated that the development agreement, TIF agreement, loan documents will appear at the June 19, 2017 City Council meeting.

B. Closed Session to Discuss Labor Negotiation Strategy

MOTION MADE BY MAYOR HANSEN TO CLOSE REGULAR COUNCIL MEETING TO ENTER CLOSED SESSION. VOICE VOTE: ALL AYES. MOTION CARRIED.

Mayor Hansen closed the regular Council meeting at 7:55 PM

Mayor Hansen reconvened the regular Council meeting at 8:27 PM.

14. Adjourn

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

The meeting was adjourned at 8:28 PM.

Cindy Hansen, Mayor

Attest:

Daniel R. Buchholtz, Administrator, Clerk/Treasurer

CITY OF SPRING LAKE PARK
CLAIMS LIST APPROVED AND PAID
GENERAL OPERATIONS

Date: May 2017
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Claim Res.#17-09

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
62655	ANOKA COUNTY	Property Taxes and Insurance	11,594.97
62656	COMPUTER INTERGRATION TECH	MANAGED SERVICES, PRODUCT/SERVICE	4,566.00
62657	COTTENS INC	SUPPLIES	213.23
62658	Eckberg Lammers Briggs Wolff & Vier	LEGAL FEES	100.00
62659	FERGUSON WATERWORKS #2516	PARTS	831.94
62660	GAMETIME	BACKHOE DIFFER, AEROSAL PAINT	936.85
62661	JENNY GOODEN	INSTRUCTOR	110.00
62662	LEAGUE OF MN CITIES	LMC ANNUAL CONF BISSCHOFF	150.00
62663	CITY OF MINNEAPOLIS	APS TRANSACTIONS	207.90
62664	KAY OKEY	REIMBURSEMENT	59.86
62665	CITY OF SLP - PETTY CASH	RECREATION	370.84
62666	SMITH SCHAFFER & ASSOCIATES	AUDIT DEC 31, 2016	7,073.00
62667	THE HOME DEPOT CREDIT SERVICES	MARCH CREDIT CARD	75.48
62668	ANOKA COUNTY	PROPERTY TAXES	21.29
62669	ABLE HOSE & RUBBER INC.	PARTS	327.60
62670	AMERICAN MESSAGING	MAY SERVICES	3.60
62671	ANOKA COUNTY	DATA SERVICES QUATERLY BILLING	450.00
62672	ASPEN MILLS	UNIFORM ALLOWANCES	504.40
62673	AT & T MOBILITY	APRIL MONTHLY BILL	981.16
62674	BRYAN ROCK PRODUCTS	RED BALL DIA	720.13
62675	CENTERPOINT ENERGY	APRIL UTILITIES	806.32
62676	CENTRAL RENTAL CO	EXCAVATOR BOBCAT RENTAL	293.79
62677	COMMERS PRINTING INC	BUSINESS CARDS A. IMIG	96.00
62678	COTTENS INC	PARTS	31.98
62679	FASTENAL COMPANY	PARTS	136.71
62680	DIVERSION SOLUTIONS, LLC	MAG TEK SURE SWIPE READER SQUAD215	51.00
62681	G & K SERVICES	MATS	81.88
62682	GOPHER STATE ONE-CALL INC	APRIL LOCATES	109.35
62683	INSTRUMENTAL RESEARCH INC	APRIL WATER TESTING	72.00
62684	KAREN HANSON	REFUND	112.00
62685	LEAGUE OF MN CITIES	CONFERENCE REG. D. BUCHHOLTZ	400.00
62686	MANSFIELD OIL COMPANY	FUEL	767.61
62687	MINNESOTA SAFETY COUNCIL	INSTRUCTOR	540.00
62688	MN DEP'T OF LABOR & INDUSTRY	1ST QTR SURCHARGES	270.21
62689	PLUNKETT'S INC	PEST CONTROL	52.87
62690	TAHO SPORTSWEAR	NAMETAGES COUNCIL MEMBERS	7.50
62691	TRUST IN US, LLC	DRUG TESTING	105.00
62692	ULINE	OFFICE SUPPLIES	271.78
62693	XCEL ENERGY	APRIL UTILITIES	50.83
62694	LEAGUE OF MN CITIES INSURANCE	ENDORSEMENT POLICY	774.00
62695	BEVERLY KRONSTEDT	REFUND	50.00

CITY OF SPRING LAKE PARK
 CLAIMS LIST APPROVED AND PAID
 GENERAL OPERATIONS

Date: May 2017
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 Claim Res.#17-09

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
62696	CARSON, CLELLAND & SCHREDER	LEGAL FEES	9,551.74
62697	CENTERPOINT ENERGY	APRIL UTILITIES	631.96
62698	COMPUTER INTERGRATION TECH	IT SERVICES	114.00
62699	PEGGY DECKER	INSTRUCTOR	50.00
62700	DIAMOND VOGEL PAINTS	FIELD STRIP WHT	324.00
62701	Eckberg Lammers Briggs Wolff & Vier	LEGAL FEES	300.00
62702	FASTENAL COMPANY	PARTS	639.71
62703	HYDRO KLEAN	PERFORM QUADDEX LINING TO MANHOLE	1,390.00
62704	JOSEPHINE LADOUCEUR	REFUND	32.50
62705	KATIE PANDEY	REFUND	158.00
62706	MANSFIELD OIL COMPANY	FUEL	685.05
62707	METROPOLITAN COUNCIL	JUNE WASTE WATER SERVICES	41,594.02
62708	DEANNA MILLER	INSTRUCTOR	30.00
62709	MTI DISTRIBUTING INC	PARTS/ SUPPLIES	581.01
62710	MUNICIPAL PAVING PLANT	ASPHALT MIX	112.30
62711	ON SITE SANITATION INC	PARK RESTROOMS	173.72
62712	ROLAINE WRIGHT	REFUND	100.00
62713	LEE SADOWSKI	UMPIRE FEE	230.00
62714	THE MULCH STORE SPECIALIZED ENV	COMPOST BAGGED	550.00
62715	TAHO SPORTSWEAR	Y. SOFTBALL/COMMISIONER T-SHIRT	252.25
62716	TIM YOST	REFUND	70.00
62717	U.S.T.I.	YEARLY MAINT. RENEWAL	3,678.45
62718	WASTE MANAGEMENT OF WI-MN	APRIL SERVICES	7,023.38
62719	WELLS FARGO CREDIT CARD	APRIL CREDIT CARD	126.00
62720	AFLAC	PAYROLL	40.70
62721	CENTRAL PENSION FUND	PAYROLL	260.04
62722	DEARBORN NATIONAL	PAYROLL	449.07
62723	DELTA DENTAL	PAYROLL	1,538.00
62724	FIDELITY SECURITY LIFE	PAYROLL	31.35
62725	HEALTH PARTNERS	PAYROLL	11,061.36
62726	L.E.L.S.	PAYROLL	245.00
62727	LOCAL 49	PAYROLL	102.00
62728	NCPERS MINNESOTA-7750811	PAYROLL	56.00
62729	A-1 HYRAULIC SALES & SERVICE INC	AUTO SERVICES	466.51
62730	BARBARA GOODBOE-BISSCHOFF	FEB-APRIL MILEAGE REIMBURSEMENT	101.33
62731	CAROL OBERLANDER	REFUND	50.00
62732	CENTRAL TURF & IRRIGATION SUPPLY	PARTS	483.69
62733	COMCAST	APRIL SERVICES	105.92
62734	COMPUTER INTERGRATION TECHNOI	BATTERIES	395.00
62735	CONNEXUS ENERGY	APRIL UTILITIES	357.31
62736	CURTIS CPR INSTRUCTION	INSTRUCTOR	369.00

CITY OF SPRING LAKE PARK
CLAIMS LIST APPROVED AND PAID
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Date: May 2017
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Claim Res.#17-09

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
62737	FASTENAL COMPANY	PARTS	270.61
62738	FERGUSON WATERWORKS #2516	PARTS	115.10
62739	KELSEY GRAVES	REFUND	74.00
62740	KURT CHRISTIANSON	REFUND	30.00
62741	MICHAEL LEDMAN	INSTRUCTOR	324.00
62742	MANSFIELD OIL COMPANY	FUEL	857.28
62743	JILL MASON	INSTRUCTOR	157.00
62744	MENARDS-CAPITAL ONE COMMERIC	APRIL CREDIT CARD	51.82
62745	MINNEAPOLIS SAW	TRIMMER LINE/CROSSFIRE SPOOL	698.18
62746	NAYS	MEMBERSHIPS	360.00
62747	OFFICE DEPOT	OFFICE SUPPLIES	175.55
62748	KAY OKEY	REIMBURSEMENT	633.69
62749	ROBIN & DERRICK HATCHETT	OVERPAYMENT WATER BILL	31.69
62750	TASC	JUNE COBRA ADMIN FEES	30.08
62751	U.S.T.I.	V14 MIGRATION/APRIL E-BILLINGS	295.08
62752	WALTERS RECYCLING REFUSE SERV	6 YD FRONT LOAD/ORGANICS	424.56
62753	WIPERS AND WIPES INC	SUPPLIES	509.92
62754	XCEL ENERGY	APRIL UTILITIES	11,371.94
62755	BRENDEN GEISELHART	UMPIRE FEE	36.00
62756	CABIN RIDGE RIDES	EXTENDED TOUR	846.93
62757	DANIEL BALCK	UMPIRE FEE	234.00
62758	DAVE'S SPORT SHOP	SOFTBALL SUPPLIES	1,088.92
62759	DERRICK SMITH	UMPIRE FEE	90.00
62760	GARY KING	INSTRUCTOR	320.00
62761	LEE SADOWSKI	UMPIRE FEE	230.00
62762	AFLAC	PAYROLL	40.70
62763	CENTRAL PENSION FUND	PAYROLL	260.04
62764	DEARBORN NATIONAL	PAYROLL	449.07
62765	DELTA DENTAL	PAYROLL	1,528.15
62766	FIDELITY SECURITY LIFE	PAYROLL	31.35
62767	HEALTH PARTNERS	PAYROLL	10,963.27
62768	L.E.L.S.	PAYROLL	245.00
62769	LOCAL 49	PAYROLL	102.00
62770	NCPERS MINNESOTA-7750811	PAYROLL	56.00
62771	ASPEN MILLS	UNIFORM ALLOWANCES	305.69
62772	BARB & GARY CULVERS JAMMERS	TOWER DAYS MUSICAL ENTERTAINMENT	200.00
62773	BARB MARESH	REFUND	67.00
62774	BILL LARSON	TOWER DAYS TROPHIES	139.26
62775	BILL NEISS	TOWER DAYS EMERGENCY CARE SVCS	150.00
62776	BLAINE MARCHING BAND	TOWER DAYS BLAINE MARCHING BAND	300.00
62777	BLUE TOW SERVICE	VEHICLE FORFEITURE CASE	355.00

CITY OF SPRING LAKE PARK
 CLAIMS LIST APPROVED AND PAID
 GENERAL OPERATIONS

Date: May 2017
 Page: 4
 Claim Res.#17-09

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
62778	CMO LLP	OVERPAYMENT WATER BILL	89.61
62779	COMM-WORKS, LLC	MAY PARK CAMERAS/REPAIRS	437.50
62780	COMPUTER INTERGRATION TECHN	JUNE MANAGED SERVICES	2,000.00
62781	DAVE CHLEBECK	REIMBURSEMENT UNIFORM	394.48
62782	DAVID SCHEEL	TOWER DAYS BUNGEE TRAMPOLINE	1,350.00
62783	DUNK N JUMP	TOWER DAYS MOONWALK, SLIDE	1,100.00
62784	FELICIA TAULELLE	OVERPAYMENT WATER BILL	120.94
62785	DIVERSION SOLUTIONS, LLC	MAINT/SYSTEM UPDATES FEES	2,984.00
62786	KAREN FISKE	REIMBURSEMENT UNIFORM	28.75
62787	FRAN FISCHER	REFUND	15.00
62788	G & K SERVICES	MATS	81.88
62789	GOLD COAST ARMORY	AMMO	2,275.55
62790	JOANN PERRY	REFUND	100.00
62791	JODI MORRIS	TOWER DAYS CRIMSON MARCHING BAND	300.00
62792	JOYCE OLSON	REFUND	25.00
62793	KATHLEEN HOLM-PARTLOW	REFUND	50.00
62794	Lee Ann Landstrom	INSTRUCTOR	65.00
62795	LINO LAKES LIONESS	TOWER DAYS FACE PAINTING	300.00
62796	LUMBERJACK ENTERPRISES	TOWER DAYS APPEARANCE	3,900.00
62797	MANSFIELD OIL COMPANY	FUEL	901.62
62798	MCFOA	MEMBERSHIP D. BUCHHOLTZ	45.00
62799	MCFOA	REGISTRATION D. BUCHHOLTZ	60.00
62800	MHSRC/RANGE	RESERVE TRAINING	450.00
62801	CITY OF MINNEAPOLIS	APRIL APS TRANS FEES	204.30
62802	MINNESOTA DEPT OF HEALTH	2ND QTR WATER SUPPLY CONNECTION	3,478.00
62803	MINNESOTA SAFETY COUNCIL	INSTRUCTOR	399.00
62804	MN CITY/COUNTY MGMT ASSOC.	MEMBERSHIP D. BUCHHOLTZ	129.00
62805	MSMA	TOWER DAYS CAR SHOW	500.00
62806	NAGELL APPRAISAL INCORPORATED	APPRAISAL FEES COMM. BUILD LIQ. STORE	2,000.00
62807	NYSTROM PUBLISHING CO	SPRING NEWS IN THE PARK	2,460.92
62808	OFFICE OF MN.IT SERVICES	FIBER OPTICS FEES APRIL	50.00
62809	ON SITE SANITATION INC	PARK RESTROOMS	256.00
62810	PATRIOTS MARCHING BAND	TOWER DAYS PATRIOTS MARCHING BAND	300.00
62811	PERFECT 10 CAR WASH	AUTO SERVICES	6.99
62812	PIONEER CYCLE	BIKE PATROL EQUIPMENT	30.00
62813	QUILL	SUPPLIES	116.29
62814	RES SPECIALTY PYROTECHNICS	TOWER DAYS FIREWORKS DISPLAY	4,200.00
62815	ROCKIN HOLLYWOODS	TOWER DAYS ROCKIN HOLLYWOODS	1,250.00
62816	DAVID SCHLUETER	INSTRUCTOR	100.00
62817	SHRED-IT USA	SHREDDING SERVICES	80.44
62818	TASC	JULY ADMIN FEES	30.08

CITY OF SPRING LAKE PARK
CLAIMS LIST APPROVED AND PAID
GENERAL OPERATIONS

Date: May 2017
Page: 5
Claim Res.#17-09

<u>VOUCHER</u>	<u>VENDOR</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
62819	THE HOME DEPOT CREDIT SERVICES	MAY CREDIT CARD	75.22
62820	U.S.T.I.	AP CHECKS	345.00
62821	TOMMY WOOG	TOWER DAYS WATER WAR GAMES	500.00
62822	LISA WOOG	TOWER DAYS WATER WAR GAMES	450.00
TOTAL DISBURSEMENTS			187,373.90

WHEREAS,

the City Council of the City of Spring Lake Park has considered the foregoing itemized list of disbursements; and

WHEREAS,

the City Council has determined that all disbursements, as listed, with the following exceptions:

are proper.

NOW, THEREFORE BE IT RESOLVED:

that the City Council directs and approves the payment of the aforementioned disbursements this _____ day of _____, 20_____.

Signed: _____
Mayor

Councilmembers:

ATTEST:

Daniel Buchholtz, Admin/Clerk-Treasurer

CITY OF SPRING LAKE PARK
CLAIMS APPROVED AND PAID

DATE: MAY 2017
PAGE 1 OF 3
CLAIMS RES: 17-10

FUND: LIQUOR OPERATIONS

<u>VOUCHER VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
29848 AT & T MOBILITY	CELL PHONE SERVICE	\$ 95.00
29849 CENTER POINT ENERGY	GAS SERVICE	\$ 76.40
29850 SILENT WATCHDOG	SECURITY MONITORING	\$ 60.00
29851 SLP RECREATION	TOWER DAYS BUTTONS	\$ 300.00
29852 USTI	CHECKS	\$ 265.00
29853 US BANK	CHANNEL WALL SIGN PAYMENT	\$ 3,796.04
29854 BERKLEY RISK ADMINISTRATORS	INSURANCE	\$ 850.00
29855 CULLIGAN	BOTTLED WATER	\$ 44.80
29874 DEARBORN NATIONAL	PAYROLL 4/30/17-5/13/17	\$ 46.25
29875 DELTA DENTAL	PAYROLL 4/30/17-5/13/17	\$ 130.86
29876 FIDELITY SECURITY LIFE	PAYROLL 4/30/17-5/13/17	\$ 3.29
29877 HEALTH PARTNERS	PAYROLL 4/30/17-5/13/17	\$ 562.28
29878 MINNESOTA TEAMSTER	PAYROLL 4/23/17-5/6/17	\$ 55.00
29879 BELLBOY CORPORATION	LIQUOR PURCHASE	\$ 1,219.45
29880 BREAKTHRU BEVERAGE MINNESOTA	BEER PURCHASE	\$ 2,906.54
29881 CAPITOL BEVERAGE SALES	BEER - JUICE/MIX/POP PURCHASE	\$ 1,152.85
29882 CENTRAL PARK WAREHOUSE	PETTY CASH REIMBURSEMENT	\$ 88.32
29883 CITY OF SPRING LAKE APRK	SOFTWARE MAINTENNANCE	\$ 637.11
29884 CRYSTAL SPRINGS ICE	ICE PURCHASE	\$ 127.32
29885 DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 1,719.00
29886 G & K SERVICES	RUG SERVICE	\$ 63.93
29887 HOHENSTIENS	BEER PURCHASE	\$ 120.00
29888 JJ TAYLOR COMPANIES	CREDIT - BEER PURCHASE	\$ 5,824.18
29889 JOHNSON BROTHERS LIQUOR CO	LIQUOR - WINE PURCHASE	\$ 4,390.25
29890 PHILLIPS WINE & SPIRITS CO	WINE PURCHASE	\$ 160.00
29891 PLUNKETT'S INC	PEST CONTROL	\$ 30.76
29892 POPP.COM	TELEPHONE SERVICE	\$ 197.57
29893 RED BULL DISTRIBUTION COMPANY	JUICE/MIX/POP PURCHASE	\$ 81.50
29894 SAM'S CLUB	CREDIT CARD PAYMENT	\$ 184.92
29895 SOUTHERN GLASZER'S OF MN	LIQUOR - WINE PURCHASE	\$ 2,139.63
29896 TRADITION WINE & SPIRITS	WINE PURCHASE	\$ 162.00
29897 XCEL ENERGY	ELECTRICITY SERVICE	\$ 1,816.25
29898 AID ELECTRIC	CANOPY LIGHTS REPLACED	\$ 1,510.00
29899 STAN MORGAN & ASSOCIATES	SHELVING	\$ 21,601.75
29900 WALTERS RECYCLING REFUSE SERVICE	RUBBISH SERVICE	\$ 63.25
29901 ARTISAN BEER COMPANY	BEER PURCHASE	\$ 283.50
29902 BERNICK'S WINE	BEER PURCHASE	\$ 465.00
29903 BREAKTHRU BEVERAGE MINNESOTA	BEER - LIQUOR PURCHASE	\$ 14,330.76
29904 CAPITOL BEVERAGE SALES	BEER - JUICE/MIX/POP PURCHASE	\$ 12,803.61
29905 CITYWIDE WINDOW SERVICES INC	CONTRACTUAL SERVICES	\$ 31.00
29906 CRYSTAL SPRINGS ICE	ICE PURCHASE	\$ 385.22
29907 DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 942.00
29908 HOHENSTEINS INC	BEER PURCHASE	\$ 220.00
29909 JJ TAYLOR COMPANIES	BEER PURCHASE	\$ 7,491.55
29910 JOHNSON BROTHERS LIQUOR CO	CREDIT - LIQUOR - WINE PURCHASE	\$ 18,544.39
29911 PAUSTIS & SON'S	WINE PURCHASE	\$ 494.99
29912 PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE PURCHASE	\$ 1,805.00

CITY OF SPRING LAKE PARK
 CLAIMS APPROVED AND PAID

DATE: MAY 2017
 PAGE 2 OF 3
 CLAIMS RES: 17-10

FUND: LIQUOR OPERATIONS

<u>VOUCHER</u>	<u>VENDOR</u>	<u>EXPLANATION</u>	<u>AMOUNT</u>
29913	PLAYNETWORK	MEDIA SATELLITE	\$ 32.01
29914	RITE	OPERATING SUPPLIES	\$ 40.51
29915	SAASTAMOINEN, LAURA	MILEAGE REIMBURSEMENT	\$ 85.60
29916	SOUTHERN GLAZER'S OF MN	LIQUOR - WINE - JUICE/MIX/POP PURCHAS	\$ 9,158.93
29917	TRIO SUPPLY COMPANY	OPERATING SUPPLY	\$ 480.11
29918	WINE COMPANY	WINE PURCHASE	\$ 1,042.15
29919	WINE MERCHANTS	WINE PURCHASE	\$ 698.00
29920	LEAGUE OF MN CITIES INSURANCE TRUST	INSURANCE BALANCE	\$ 5.00
29921	DEARBORN NATIONAL	PAYROLL 5/14/17-5/27/17	\$ 46.25
29922	DELTA DENTAL	PAYROLL 5/14/17-5/27/17	\$ 130.86
29923	FIDLEITY SECURITY LIFE	PAYROLL 5/14/17-5/27/17	\$ 3.29
29924	HEALTH PARTNERS	PAYROLL 5/14/17-5/27/17	\$ 562.28
29925	MINNESOTA TEAMSTER	PAYROLL 5/7/17-5/20/17	\$ 55.00
29926	CENTER POINT ENERGY	GAS SERVICE	\$ 38.45
29927	SOUTHERN GLAZER'S OF MN	LIQUOR PURCHASE	\$ 315.00
29928	SUMMIT COMPANIES	ANNUAL SPRINKLER INSPECTION	\$ 235.00
29929	US BANK	ATM REFILL	\$ 5,000.00
29930	AMERICAN BOTTLING COMPANY	JUICE/MIX/POP PURCHASE	\$ 169.12
29931	BELLBOY CORPORATION	LIQUOR PURCHASE	\$ 596.15
29932	BERNICK'S WINE	BEER PURCHASE	\$ 251.65
29933	BREAKTHRU BEVERAGE MINNESOTA	BEER - LIQUOR PURCHASE	\$ 18,107.39
29934	CAPITOL BEVERAGE SALES	BEER - LIQUOR PURCHASE	\$ 8,244.20
29935	CLEAR RIVER BEVERAGE COMPANY	BEER PURCHASE	\$ 219.34
29936	CRYSTAL SPRINGS ICE	ICE PURCHASE	\$ 133.50
29937	DAHLHEIMER BEVERAGE LLC	BEER PURCHASE	\$ 1,879.10
29938	HOHENSTEINS INC	BEER PURCHASE	\$ 454.00
29939	JJ TAYLOR COMPANIES	BEER PURCHASE	\$ 8,622.96
29940	JOHNSON BROTHERS LIQUOR CO	LIQUOR - WINE - JUICE/MIX/POP PURCHAS	\$ 21,066.80
29941	MARCO V CIGARS & CO	CIGAR PURCHASE	\$ 423.00
29942	PHILLIPS WINE & SPIRITS CO	LIQUOR - WINE - JUICE/MIX/POP PURCHAS	\$ 4,024.59
29943	RED BULL DISTRIBUTION	JUICE/MIX POP PURCHASE	\$ 130.50
29944	SAM'S CLUB	CREDIT CARD PAYMENT	\$ 187.48
29945	SOUTHERN GLAZER'S OF MN	LIQUOR - WINE - JUICE/MIX/POP PURCHAS	\$ 4,177.84
29946	VINOCOPIA INC	BEER - LIQUOR - WINE PURCHASE	\$ 999.25
29947	WATSON COMPANY	CIGARETTE - CIGAR PURCHASE	\$ 4,405.63
		JUICE/MIX/POP PURCHASE	
29948	WINE MERCHANTS	WINE PURCHASE	\$ 657.88
29949	Z WINES USA LLC	WINE PURCHASE	\$ 1,428.50
		E-Checks	7,838.22
	TRANSFER TO PAYROLL	PAYROLL (5/12/17)	9,681.60
	TRANSFER TO PAYROLL	PAYROLL (5/26/17)	9,263.46
		SALES TAX (APR)	14,749.00
		OTP TAX (Apr)	967.77
		TOTAL DISBURSEMENTS	\$ 246,885.89

WHEREAS,

the City Council of the City of Spring Lake Park has considered the foregoing itemized list of disbursements; and

WHEREAS,

the City Council has determined that all disbursements, as listed, with the following exceptions:

are proper.

NOW, THEREFORE BE IT RESOLVED:

that the Council directs and approves the payment of the aforementioned disbursements this _____ day of _____, 20_____.

Signed: _____
Mayor

Councilmembers:

ATTEST:

Daniel Buchholtz, Administrator/Clerk-Treasurer



Memorandum

To: Mayor Hansen and Members of the City Council
From: Daniel R. Buchholtz, MMC, Administrator, Clerk/Treasurer
Date: June 12, 2017
Subject: Personnel Changes at Central Park Liquor

The following staff members have resigned their positions at Central Park Liquor. Staff requests the City Council accept their resignations

Jeremiah Johnson - resignation effective March 4, 2017
Scarlett Milazzo - resignation effective May 27, 2017
James Hamilton - resignation effective May 27, 2017

Staff is seeking authorization from the City Council to hire the following individuals at Central Park Liquor, subject to successful completion of a criminal background check:

Matthew Ahlfs (seasonal)
Ryan Law
Lynette Ziemer
Shelby MacDonald

These new hires will allow staff to fill the schedule as a result of the departures of the three staff members listed above and the new Sunday sales law.

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

LG240B Application to Conduct Excluded Bingo

No Fee

ORGANIZATION INFORMATION

Organization Name: <u>Mounds View Community Theater</u>	Previous Gambling Permit Number: _____
Minnesota Tax ID Number, if any: <u>1Q-150</u>	Federal Employer ID Number (FEIN), if any: <u>41-18877330</u>
Mailing Address: <u>5613St Stephen St</u>	
City: <u>Mounds View</u>	State: <u>MN</u> Zip: <u>55112</u> County: <u>Ramsey</u>
Name of Chief Executive Officer (CEO): <u>Diane Wuori</u>	
Daytime Phone: <u>763-786-1939</u>	Email: <u>goseemvct@aol.com</u>

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

Fraternal Religious Veterans Other Nonprofit Organization

Attach a copy of at least one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

Current calendar year Certificate of Good Standing
Don't have a copy? This certificate must be obtained each year from:
MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103
Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

Internal Revenue Service-IRS income tax exemption 501(c) letter in your organization's name
Don't have a copy? Obtain a copy of your federal income tax exempt letter by having an organization officer contact the IRS at 877-829-5500.

Internal Revenue Service-Affiliate of national, statewide, or international parent nonprofit organization (charter)
If your organization falls under a parent organization, attach copies of both of the following:
1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

EXCLUDED BINGO ACTIVITY

Has your organization held a bingo event in the current calendar year? Yes No

If yes, list the dates when bingo was conducted: _____

The proposed bingo event will be:

one of four or fewer bingo events held this year. Dates: 6-11-2017 and 8-19-2017
-OR-
 conducted on up to 12 consecutive days in connection with a:

county fair Dates: _____

civic celebration Dates: _____

Minnesota State Fair Dates: _____

Person in charge of bingo event: Paul Williams Daytime Phone: 612-296-6707

Name of premises where bingo will be conducted: Lion's Lakeside Park

Premises street address: 79th Ave & Pleasantview Drive

City: Spring Lake Park If township, township name: _____ County: Anoka

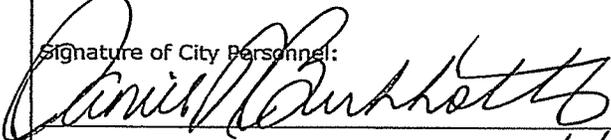
LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

**CITY APPROVAL
for a gambling premises
located within city limits**

On behalf of the city, I approve this application for excluded bingo activity at the premises located within the city's jurisdiction.

Print City Name: Spring Lake Park

Signature of City Personnel:



Title: Administrator, Date: 6/6/17
Clerk/Treasurer

The city or county must sign before submitting application to the Gambling Control Board.

**COUNTY APPROVAL
for a gambling premises
located in a township**

On behalf of the county, I approve this application for excluded bingo activity at the premises located within the county's jurisdiction.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)
On behalf of the township, I acknowledge that the organization is applying for excluded bingo activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes, Section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge.

Chief Executive Officer's Signature: Diane Wuori Date: 6-5-17
(Signature must be CEO's signature; designee may not sign)

Print Name: Diane Wuori

MAIL OR FAX APPLICATION & ATTACHMENTS

Mail or fax application and a copy of your proof of nonprofit status to:
Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113
Fax: 651-639-4032

An excluded bingo permit will be mailed to your organization. Your organization must keep its bingo records for 3-1/2 years.

Questions?
Call a Licensing Specialist at 651-539-1900.

Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo. Otherwise, bingo hard cards, bingo paper, and bingo number selection devices must be obtained from a distributor licensed by the Minnesota Gambling Control Board. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **LIST OF LICENSEES**, or call 651-539-1900.

This form will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board

will be able to process the application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board

members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



Memorandum

Date: June 12, 2017

To: Mayor and City Council

From: Chief Ebeltoft

Re: New Patrol Squad Video Systems

Mayor and City Council,

As part of the 2013 Equipment Certificate, I had indicated that our squad video systems were no longer being supported/made and that we would be looking to replace these system. At that time \$36,000.00 was allocated for replacement of these video systems in the 2013 Equipment Certificate.

In July 2014, Officer Body Worn Cameras were purchased for a total of \$10,798.28, I applied for and received a grant from CenterPoint Energy for \$2,500.00 to help pay for purchase of the Body Worn Camera Systems. The remaining balance of the 2013 Equipment Certificate for squad cameras is \$27,701.72. With the purchase of Officer Body Worn Cameras we have been able enter into a contract (Officer Safety Program) with the manufacturer (Taser/Axon) for continued replacement and updating in a timely manner of equipment, with unlimited storage for officer video's at a contracted price for five year increments for budgeting purposes and removing the uncomfortable task of coming up with sizeable amounts of financing to facilitate new purchases for this equipment.

I have continued since that time to research options for our squad video systems and their replacement, along with possible remedies for the considerable cost for storage of the generated video's associated the squad video.

As a result of my continued research and efforts, a system "Axon Fleet Equipment Program" was found. I along with other officers have researched and reviewed this program and have found that it meets the needs/requirements necessary for the current time and into the future.

This program is offered by Axon (formerly known as Taser/Axon) and would provide timely update/replacement of equipment at thirty months and sixty months with unlimited storage of videos generated by the officers in a secure and approved (Mandated) CJIS manner for a five year period. The cost for implementing this program would be \$ 17,326.40 with an annual continuing cost for the remaining four years of \$7,128.00 per year. The cost for implementing this program would not require any new funding but could be facilitated by utilizing the remaining funds allocated for the Squad Video Systems in the 2013 Equipment Certificate which is \$27,701.72. The annual ongoing expense would become a line item budgeted in future budgets.

I am requesting permission to enter into the Axon Fleet Equipment Agreement with Axon for the purchase of the Squad Video Camera Systems, the timely update/replacement of those systems (30 and 60 months) and unlimited storage of video.

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

Contractor's Licenses

June 19, 2017

General Contractor

North Star Fence, Inc.

Mechanical Contractor

Comfort Solutions Heating & Cooling

Tree Contractor

Simmons Tree & Landscape, LLC.

Treecology, LLC.



Police Report

May 2017

Submitted for Council Meeting June 19, 2017

The Spring Lake Park Police Department responded to five hundred and thirty-nine calls for service for the month of May 2017. This is compared to responding to four hundred and fifty-nine calls for service in May of 2016.

In July of 2016, the Bureau of Criminal Apprehension began a biennial audit of the Spring Lake Park Police Department for adherence to the Criminal Justice Information System (CJIS) policy and procedures requirements. All agencies in the State of Minnesota are required to be in compliance with these policies and procedures to be able to access information through CJIS and the Federal Government. As of May of 2017, the biennial audit was completed for the Spring Lake Park Police Department. It was determined that the Spring Lake Park Police Department is in compliance with the policies and procedures of the Criminal Justice Information System and Federal Government.

Investigator Baker reports handling a case load of Sixty cases for the month of May. Forty-seven of these cases were felony in nature, six of these cases were gross misdemeanor in nature and seven of these cases were misdemeanor in nature. For further details, see Investigator Baker's attached report.

Our School Resource Officer, Officer Chlebeck reports handling eighteen calls for service at our schools for the month of May 2017, along with twenty-five student contacts, three escorts and nine follow up investigations into school related issues. Officer Chlebeck is happy to report that there were no "Theft's" of cell phones, iPods or bikes for the month of May. Officer Chlebeck did indicate that he did do two presentations for Spring Lake Park Students discussing the "Miranda Warning" and "Caregiver Neglect". For further details see Officer Chlebeck's attached report.

The Spring Lake Park Police Department Office Staff remain steadfast in their duties, typing and imaging reports, filing, answering and dispensing phone calls for service and information, while continuing to address citizen concerns at our "Police Public Walk up Window", along with other duties that may be assigned on a daily basis.

The month of May was a busy month for myself as well. Besides handling the day to day operations of the police department, I continue to attend meetings throughout the month representing the City of Spring Lake Park and the Police Department.

I would like to take this opportunity to thank the City of Spring Lake Park, the Mayor, the City Councilmembers, the Administrative Staff and the Police Department for your thoughts and condolences on the passing of my father on May 9th. The flowers that were provided for his funeral by everyone were very beautiful. On behalf of myself and my family, I would like to extend a heartfelt thank you to each and every one of you for your condolences during this time of loss of my father! It was and is very much appreciated!

“Thank You!”

This will conclude my report for May 2017.

Are there any questions?



Spring Lake Park Police Department Investigations Monthly Report

Investigator
Brad Baker

May 2017

Total Case Load

Case Load by Level of Offense: 60

Felony	47
Gross Misdemeanor	6
Misdemeanor	7

Case Dispositions:

County Attorney	4
Juvenile County Attorney	0
City Attorney	0
Forward to Other Agency	3
SLP Liaison	0
Carried Over	50
Unfounded	0
Exceptionally Cleared	3
Closed/Inactive	0

Notes:

Spring Lake Park Police / School Resource Officer Report

May 2017

2 Incidents by School Location	Reports (ICRs)	Student Contacts*	Escorts/Other	Follow Up Inv.
Spring Lake Park High School	14	25	3	7
Discovery Days (pre-school)				
Lighthouse School				
Park Terrace Elementary School				
District Office				
Able and Terrace Parks (School Related)				
School Related	1			
Miscellaneous Locations	3			2
Totals:	18	25	3	9

Breakdown of Reports (ICRs)	
Theft reports (cellphones, iPods, bikes, etc...)	
Students charged with Assault or Disorderly Conduct	3
Students charged with other crimes	1
Non-students Charged	
Warrant Arrests	1
Miscellaneous reports	13



Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: June 12, 2017

Subject: TIF Agreement – Spring Lake Park Leased Housing Associates I, LLLP

On September 6, 2016, Spring Lake Park Leased Housing Associates I, LLLP made an application to the City requesting the creation of a housing tax increment financing (TIF) district in order for the City to provide financial assistance to the Legends of Spring Lake Park age-restricted affordable housing project.

On November 21, 2016, the City Council held a public hearing on the developer's request. After hearing comments from staff, the developer and the public, the City Council created Municipal Development District No. 6. Through that approval, the City created a mechanism by which to provide support to the development, but did not obligate itself to provide assistance at that time. To provide assistance, the City and the developer must enter into a development agreement that sets forth the level of and conditions upon the financial assistance.

Included with this memorandum is the proposed Tax Increment Financing (TIF) Development Agreement between the City of Spring Lake Park and Spring Lake Park Leased Housing Associates I, LLLP to facilitate the Legends of Spring Lake Park housing project. As proposed, assistance will be provided to the developer on a pay-as-you-go basis to offset TIF-eligible costs associated with the Legends of Spring Lake Park project. The City will not be providing any up-front funds to the project through the issuance of tax increment revenue bonds. Instead, the City will issue the developer a tax increment revenue note. The City will only repay the note to the developer through revenue generated by TIF District 6-1. If the tax increment generated from the District is less than estimated in the TIF Plan, the City will not be responsible to fulfill the outstanding balance.

The general terms of the note include:

Principal:	\$3,270,000
Interest Rate:	5.00% annual
Term:	Up to 20 years, beginning with increment generated in taxes payable year 2020
Repayment:	Maximum of 95% of TIF collected.

The City will retain 5% of the TIF collected to cover administrative expenses, such as annual TIF reports to the Office of the State Auditor, audit expenses, staff expenses associated with administration of the district, and other expenses. The TIF plan estimates that 5% of collected increment will generate approximately \$273,000 over the life of the district. City staff will invoice the TIF Fund for actual expenditures.

The agreement anticipates that the Termination Date of the District will be February 1, 2040, upon which date the final principal and interest payment on the TIF Note will be made. The property will then go on the general tax roll, benefiting the local governments which serve it.

Bond Counsel will be at the June 19 meeting to answer any questions you may have. If you have any questions in advance of the meeting, please don't hesitate to contact me at 763-784-6491.

**CITY OF SPRING LAKE PARK
ANOKA COUNTY
RAMSEY COUNTY
STATE OF MINNESOTA**

Council member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. 17-14

**RESOLUTION APPROVING A CONTRACT FOR PRIVATE DEVELOPMENT
(LEGENDS OF SPRING LAKE PARK) AND AWARDING THE SALE OF, AND
PROVIDING THE FORM, TERMS, COVENANTS AND INSTRUCTIONS FOR,
THE ISSUANCE OF THE CITY'S \$3,270,000 TAXABLE TAX INCREMENT
FINANCING REVENUE NOTE**

BE IT RESOLVED by the City Council (the "Council") of the City of Spring Lake Park, Minnesota (the "City"), as follows:

Section 1. Authorization; Award of Sale.

1.01. Authorization. The City has heretofore approved the establishment of Tax Increment Financing District No. 6-1 (Legends of Spring Lake Park), a housing district (the "TIF District") within Municipal Development District No. 6 (the "Project"), and adopted a tax increment financing plan therefor for the purpose of financing certain improvements within the Project, all pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended, and Sections 469.174 through 469.1799, as amended (the "TIF Act").

Pursuant to Section 469.178 of the TIF Act, the City is authorized to issue and sell a revenue note for the purpose of financing a portion of the public development costs of the TIF District. The revenue note is payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the note. The Council therefore finds and determines that it is in the best interests of the City that it issue and sell its Taxable Tax Increment Financing Revenue Note, in the total aggregate principal amount of \$3,270,000 (the "Note"), for the purposes of financing certain public development costs of the TIF District. More specifically, the proceeds of the Note will assist Spring Lake Park Leased Housing Associates I, LLLP (the "Developer"), with the acquisition, construction and equipping of an approximately 194-unit multifamily housing residential rental facility spread over four stories, with one level of underground parking, to be located at 1066 County Highway 10 in the City (the "Improvements").

1.02. Agreement Approved; Issuance, Sale, and Terms of the Note. The Council has additionally reviewed a proposed Contract for Private Development (Legends of Spring Lake Park Project) (the "Agreement"), to be entered into between the City and the Developer. The form of the Agreement is hereby approved, and this Council authorizes the Mayor and the City Administrator to execute such Agreement in substantially the form on file with the City, subject to modifications that do not substantially alter the substance of the transaction and are approved by such officials, provided that execution of the Agreement by such officials is conclusive evidence of their approval.

Pursuant to the Agreement, the Note shall be sold to the Developer and delivered at the time and subject to the conditions of Section 3.1 of the Agreement. The Note shall be dated as of the date of delivery and shall bear interest from the date of original issue to the earlier of maturity or prepayment, at an interest rate of five percent (5.00%) per annum. The consideration for the sale of the Note is the Developer incurring the Qualified Costs (as such term is defined in the Agreement) related to the Improvements.

Section 2. Form of Note. The Note shall be in substantially the form attached hereto as Exhibit A.

Section 3. Terms, Execution and Delivery.

3.01. Denomination; Payment. The Note shall be issued as a single typewritten note numbered R-1. The Note shall be issuable only in fully registered form. Principal or and interest on the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Registration. This Council appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent relating to the Note (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) *Register.* The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) *Transfer of Note.* Upon surrender for transfer of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the transferee or transferees, a new Note will be issued in a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) *Cancellation.* The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) *Improper or Unauthorized Transfer.* When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) *Persons Deemed Owners.* The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) *Taxes, Fees and Charges.* For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required by law to be paid with respect to such transfer or exchange.

(g) *Mutilated, Lost, Stolen or Destroyed Note.* In case the Note shall become mutilated or be lost, stolen or destroyed, the Registrar shall deliver a new Note of like amount, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note is lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation

shall be given to the City. If the mutilated, lost, stolen or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.03. Preparation and Delivery. The Note shall be prepared under the direction of the City and shall be executed on behalf of the City by the signatures of the Mayor and the City Administrator. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Administrator to the Developer.

Section 4. Security Provisions.

4.01. Pledge. The City pledges to the payment of the principal of and interest on the Note 95% of Tax Increment derived from the Development Property, as defined in the Note, within the TIF District. Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the Note.

4.02. No City Obligation. The Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from Tax Increment, as derived from the TIF District and as received from Anoka County. The Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal or interest of the Note, and no property or other asset of the City is for shall be a source of payment of the City's obligations under the Agreement and the TIF Note. In the event Tax Increment is not sufficient to pay the full amount of the principal of and interest on the TIF Note, the City will not be responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) under the Agreement or the TIF Note.

4.03. TIF Note Fund. Until the date the Note is no longer outstanding, the City shall maintain a separate and special "TIF Note Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the TIF Note Fund on or before each TIF Note Payment Date an amount equal to 95% of Tax Increment available at each TIF Note Payment Date. If any Tax Increment remains in the TIF Note Fund after the Note has been fully paid, the remaining amount shall be transferred to the City's account for the TIF District, pursuant to the TIF Act.

4.04. Additional Obligations. While the Note is outstanding, the City shall not pledge or permit the pledge of all or any portion of the Tax Increment to the payment of principal of or interest on any other obligations of the City unless and to the extent such pledge is subordinate to the pledge under the Note, unless otherwise determined by the City Administrator.

Section 5. Certification of Proceedings. The officers of the City are authorized and directed to prepare and furnish to the Developer certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This Resolution is effective upon full execution of the Agreement between the City and the Developer. All capitalized but undefined terms herein shall have the definitions as provided in the Agreement.

This Resolution is adopted by the City Council of the City of Spring Lake Park, Minnesota, this 19th day of June, 2017.

Cindy Hansen, Mayor

ATTEST:

Daniel Buchholtz, City Administrator

EXHIBIT A

FORM OF TAX INCREMENT FINANCING NOTE

No. R-1

\$3,270,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
COUNTY OF RAMSEY
CITY OF SPRING LAKE PARK

**TAX INCREMENT REVENUE NOTE
(LEGENDS OF SPRING LAKE PARK PROJECT)**

The City of Spring Lake Park, Minnesota (the “City”), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the “Payment Amounts”) to Spring Lake Park Leased Housing Associates I, LLLP (the “Developer”) or its registered assigns (the “Registered Owner”), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed Three Million Two Hundred Seventy Thousand and No/100 Dollars (\$3,270,000.00), as provided in that certain Contract for Private Development (Legends of Spring Lake Park Project), dated as of July 10, 2017, as the same may be amended from time to time (the “Development Agreement”), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the rate of 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. All capitalized but undefined terms herein shall be defined as in the Development Agreement.

The amounts due under this Note shall be payable on each February 1 and August 1, commencing on August 1, 2020, and thereafter to and including the Termination Date, or, if the first payment date should not be on a Business Day, the payment shall be made on the next succeeding Business Day (the “Payment Dates”). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increment received by the City during the six-month period preceding such Payment Date (or, with respect to the first Payment Date, in the period commencing on the date of issuance of this Note through the day that is prior to the first Payment Date). All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is pre-payable by the City, without penalty, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 95% of Tax Increment derived from the Development Property within the City’s Tax Increment Financing District No. 6-1 (the “TIF District”) within its Municipal Development District No. 6, which is paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the “TIF Act”). This Note shall terminate

and be of no further force and effect following the Termination Date, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(b) thereof, the date TIF District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increment will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. In the event Tax Increment is not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in this Agreement.

Subject to the terms of the Development Agreement, the City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects, subject to the provisions of Section 4.2 of the Development Agreement, to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.1 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

N WITNESS WHEREOF, the City of Spring Lake Park, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____.

City Administrator

Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Tax Increment Revenue Note (Legends of Spring Lake Park Project) was registered in the name of Spring Lake Park Leased Housing Associates I, LLLP, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF CITY
ADMINISTRATOR

Spring Lake Park Leased Housing
Associates I, LLLP
2905 Northwest Boulevard #150
Plymouth, Minnesota 55441

CONTRACT
FOR
PRIVATE DEVELOPMENT
(LEGENDS OF SPRING LAKE PARK PROJECT)
BETWEEN
THE
CITY OF SPRING LAKE PARK, MINNESOTA
AND
SPRING LAKE PARK LEASED HOUSING ASSOCIATES I, LLLP

Dated: July 10, 2017

This document was drafted by:

Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

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**CONTRACT FOR PRIVATE DEVELOPMENT
(Legends of Spring Lake Park Project)**

THIS CONTRACT FOR PRIVATE DEVELOPMENT (Legends of Spring Lake Park Project), is made as of the 10th day of July, 2017, by and between the CITY OF SPRING LAKE PARK, MINNESOTA, a municipal corporation and political subdivision organized and existing under the laws of the State of Minnesota (the “City”), and SPRING LAKE PARK LEASED ASSOCIATES I, LLLP, a Minnesota limited liability limited partnership (the “Developer”).

RECITALS

WHEREAS, the City has determined that there is a need to promote and secure (i) the prompt development of certain property located within the City, which property is not now in productive use or in its highest and best use, in a manner consistent with the City’s Comprehensive Plan, and (ii) additional employment and housing opportunities within the City, thereby improving living standards, reducing unemployment and the loss of skilled and unskilled labor and other human resources in the City, and in connection therewith has created Municipal Development District No. 6 (the “Development District”), pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended (the “Development District Act”), and has also adopted a Development Program for the Development District (the “Development Program”); and

WHEREAS, in furtherance of the goals and objectives of the Development Program, the City has created Tax Increment Financing (Housing) District No. 6-1 (the “TIF District”), pursuant to Minnesota Statutes, Sections 469.174 through 469.1799, as amended (the “TIF Act”), and has adopted a Tax Increment Financing Plan therefor (the “TIF Plan”), which provides for the use of tax increment financing in connection with certain development within the Development District and the TIF District; and

WHEREAS, in order to achieve the objectives of the Development Program and the TIF Plan, and particularly to make certain land in the Development District and the TIF District available for development by private enterprise in conformance with the Development Program and the TIF Plan, the City has determined to assist the Developer with the financing of certain costs of the following project (the “Project”): the acquisition, construction and equipping of an approximately 194-unit multifamily housing residential rental facility spread over four stories, with one level of underground parking, to be located at 1066 County Highway 10 in the City, as more particularly set forth in this Agreement; and

WHEREAS, the City believes that the development and construction of the Project, and fulfillment of this Agreement are vital and are in the best interests of the City, as well as the health, safety and welfare of residents of the City, and in accordance with the public purposes and provisions of applicable state and local laws and requirements under which the Project has been undertaken and is being assisted; and

WHEREAS, the business subsidy requirements of Minnesota Statutes, Sections 116J.993 through 116J.995, as amended, do not apply to this Agreement, as the assistance provided under this Agreement is considered to be “assistance for housing,” as described in Minnesota Statutes, Section 116J.993, Subdivision 3(7).

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings given in this Agreement, unless a different meaning clearly appears from the context:

“Administrative Expenses” means expenses incurred by the City with respect to the Project, the TIF Plan, the TIF Note, or this Agreement, as defined in Section 469.174, Subdivision 14 of the TIF Act, and in amounts equal up to five percent (5%) of the Tax Increment received by the City.

“Agreement” means this Contract for Private Development (Legends of Spring Lake Park Project), as the same may be from time to time modified, amended or supplemented.

“Authorizing Resolution” means the resolution of the City Council of the City authorizing issuance of the TIF Note and the approval of this Agreement.

“Business Day” means any day except a Saturday, Sunday or a legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close.

“City” means the City of Spring Lake Park, Minnesota.

“Developer” means Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, its successors and assigns;

“Development District” means Municipal Development District No. 6, established by the City Council of the City pursuant to Resolution 2016-33, adopted on November 21, 2016.

“Development Program” means the Development Program approved in connection with the Development District.

“Development Property” means the real property legally described in EXHIBIT A attached to this Agreement.

“Event of Default” means any of the events described in Section 4.1 hereof.

“Project” means the acquisition, construction and equipping of an approximately 194-unit multifamily housing residential rental facility spread over four stories, with one level of underground parking, to be located at 1066 County Highway 10 in the City, as more particularly set forth in this Agreement.

“Qualified Costs” means the following categories of costs that may be reimbursed to the Developer by the City out of Tax Increment:

- (1) Cost of acquisition of the Development Property;
- (2) Cost of site improvements and preparation of the Development Property;
- (3) Construction of the improvements to serve the Project;

- (4) Utility costs to service the Development Property; and
- (5) Such other costs as are incurred by the Developer and reasonably determined by the City to constitute Qualified Costs under the TIF Act.

“State” means the State of Minnesota.

“Tax Increment” means 95% of the tax increment revenue derived from the Development Property, which has been received and retained by the City in accordance with the provisions of Section 469.177 of the TIF Act.

“Termination Date” means the earlier of (i) the date the TIF District terminates by law, (ii) the date by which the City has received sufficient Tax Increment with respect to the Project to reimburse itself for the Administrative Expenses and the Developer for all principal and accrued interest on the TIF Note, (iii) the date of February 1, 2040, or (iv) the date this Agreement is terminated or rescinded in accordance with its terms hereunder.

“TIF Act” means Minnesota Statutes, Sections 469.174 through 469.1799, as amended.

“TIF District” means Tax Increment Financing District No. 6-1, located within the Development District, which was qualified as a housing district under the TIF Act.

“TIF Note” means the Tax Increment Revenue Note (Legends of Spring Lake Park Project) to be executed by the City and delivered to the Developer pursuant to Article III hereof, a copy of which is attached hereto as Exhibit B.

“TIF Note Payment Date” means each February 1 and August 1, commencing on August 1, 2020, and thereafter to and including the Termination Date; provided, that if any such TIF Note Payment Date should not fall on a Business Day, the TIF Note Payment Date shall be the next succeeding Business Day.

“TIF Plan” means the Tax Increment Financing Plan, approved for the TIF District by the City Council of the City pursuant to Resolution No. 2016-33, adopted on November 21, 2016, by the City Council of the City.

“Unavoidable Delays” means delays, outside the control of the party claiming its occurrence, which are the direct result of strikes, other labor troubles, unusually severe or prolonged bad weather, acts of God, fire or other casualty to the Project, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City) which directly result in delays.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City makes the following representations and warranties:

(1) The City is a municipal corporation and political subdivision and has the power to enter into this Agreement and carry out its obligations hereunder.

(2) The subject TIF District is a “housing district” within the meaning of Section 469.174, Subdivision 11 of the TIF Act.

(3) The Project is in conformance with the development objectives set forth in the Development Program. Separately from this Agreement, land use permits shall be governed by City land use ordinances, specific land use approvals and other agreements.

(4) The City makes no representation or warranty, either express or implied, as to the Development Property or its condition or the soil conditions thereon, or that the Development Property shall be suitable for the Developer’s purposes or needs.

(5) The persons executing this Agreement and related agreements and documents on behalf of the City have the authority to do so and to bind the City by their actions.

(6) The City has received no notice or communication from any local, State or federal official that the activities of the Developer or the City in the Development District or the TIF District may be or will be in violation of any law or regulation. The City is aware of no facts the existence of which would cause it to be in violation of any local, State or federal law, regulation or review procedure.

(7) To finance certain costs within the TIF District, the City proposes, subject to the other provisions of this Agreement, to apply certain Tax Increment to reimburse the Developer for the costs of, and related to, the land acquisition in connection with the Project. The City neither pledges nor provides any other financial assistance to the Developer to reimburse for the costs of, or costs related to, land acquisition in connection with the Project.

Section 2.2 Representations and Warranties of the Developer. The Developer makes the following representations and warranties:

(1) The Developer is a Minnesota limited liability limited partnership duly organized and in good standing under the laws of the State, has power to enter into this Agreement and to perform its obligations hereunder and, by doing so, is not in violation of any provisions of its articles, bylaws or the laws of the State.

(2) The Developer will cause the Project to be constructed, maintained and operated in compliance with the terms of this Agreement, the Development Program, the TIF Plan, all issued permits for the Project and all local, State and federal laws and regulations (including, but not limited to, environmental, zoning, energy conservation, building code and public health laws and regulations).

(3) The Developer will secure adequate financing to complete the Project, and will provide adequate evidence of said financing for the construction of the Project.

(4) The construction of the Project to the size and scope contemplated by this Agreement would not have been undertaken by the Developer, and in the opinion of the Developer would not be economically feasible within the reasonably foreseeable future, without the assistance and benefit to the Developer provided for in this Agreement.

(5) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(6) So long as the Developer owns the Project, the Developer shall promptly advise the City in writing of all litigation or claims affecting any part of the Project, which may delay or require changes in construction of the Project, and all written complaints and charges made by any governmental authority materially affecting the Project or materially affecting the Developer or its business, which may delay or require changes in construction of the Project.

(7) The Developer will cooperate with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction of the Project. The Developer will additionally construct the Project as provided herein in accordance with all local, State and federal energy conservation laws and regulations that are applicable to the Project.

(8) The Developer will obtain in a timely manner all required permits, licenses and approvals, and will meet in a timely manner all requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Project may be lawfully constructed. The Developer did not obtain a building permit for any portion of the Project before the date of approval of the TIF Plan.

(9) The Developer has made its own projections of Tax Increment and revenues to be generated from the Project and of the Developer's return on investment and the Developer has not relied on any assumptions, calculations, determinations or conclusions made by the City, its governing body members, officers or agents, including the independent contractors, consultants and legal counsel, servants and employees thereof, with respect to the foregoing or in determining to proceed with the Project.

(10) The person or persons executing this Agreement and related agreements and documents on behalf of the Developer have the authority to do so and to bind the Developer by their actions.

(11) The Developer has deposited, and the City hereby acknowledges such deposit of, sufficient funds in escrow with the City to pay for or reimburse the City for payment of all City-incurred expenses in connection with the establishment of the Development District and the TIF District, the issuance of the TIF Note, and the preparation of this Agreement. If the City in good faith requires additional funds to pay for or reimburse the types of expenses mentioned in this paragraph, the City shall inform the Developer in writing of such expenses, and the Developer shall timely deposit the requested amount into escrow with the City.

ARTICLE III

PROJECT FINANCING AND ADMINISTRATION

Section 3.1 Issuance of the TIF Note. The City shall reimburse the Developer for a portion of the costs incurred for the Project, as identified in this Agreement, through the issuance of the TIF Note, in substantially the form attached to this Agreement as EXHIBIT B. The principal amount of the TIF Note shall be in the original aggregate principal amount of \$3,270,000.

(1) The TIF Note shall be dated, issued in the principal amount stated above, and delivered to the Developer upon receipt by the City from the Developer of evidence of Qualified Costs, incurred in an amount equal to or exceeding the final principal amount of the TIF Note.

(2) The unpaid principal amount of the TIF Note shall bear interest from the date of issuance of the TIF Note, at an interest rate of 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months.

(3) The principal amount of the TIF Note and the interest thereon shall be payable solely and exclusively from Tax Increment, and shall, subject to the limitations set forth in Section 4.2 hereof, be conditioned on the Developer being compliant with the terms and provisions of this Agreement and all issued permits for the Project.

(4) On each TIF Note Payment Date and subject to the provisions of the TIF Note, the City shall pay to the Developer, solely from the Tax Increment received by the City during the preceding six months (or, with respect to the first TIF Note Payment Date, in the period commencing on the date of issuance of the TIF Note through the day prior to the first TIF Note Payment Date) principal and accrued interest on the TIF Note. All such payments shall be applied first to the payment of accrued interest and then to the payment of the principal of the TIF Note.

(5) If, on any TIF Note Payment Date, the Tax Increment for payment of the accrued and unpaid interest on the TIF Note is insufficient for such purposes, the difference shall be carried forward, with interest at the rate set forth in the TIF Note, and shall be paid if and to the extent that on a future TIF Note Payment Date there is Tax Increment in excess of the amounts needed to pay the accrued interest then due on the TIF Note.

(6) The City's obligation to make payments on the TIF Note on any TIF Note Payment Date or any date thereafter shall, subject to the limitations set forth in Section 4.2 hereof, be conditioned upon the requirement that (A) there shall not at that time be an Event of Default that has occurred and is continuing under this Agreement or any issued permits for the Project; and (B) this Agreement shall not have been rescinded pursuant to Section 4.2(b) hereof.

(7) The TIF Note shall be governed by and payable pursuant to the additional terms thereof, as set forth in Exhibit B, and as provided in the Authorizing Resolution, the terms of which are incorporated into this Agreement by reference. In the event of any conflict between the terms of the TIF Note and the terms of this Section, the terms of the TIF Note shall govern. The issuance of the TIF Note pursuant and subject to the terms of this Agreement, and the taking by the City of such additional actions as bond counsel for the City may require in connection therewith, are hereby authorized and approved by the City.

(8) No agreements or provisions contained in this Agreement shall give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers, or shall obligate the City financially in any way except with respect to the application of the Tax Increment as specifically provided in this Agreement and in the TIF Note. The TIF Note, including principal, premium and any other payments however designated, and the interest due thereon do not and shall never constitute a general obligation of the City within the meaning of any state constitutional or statutory provision and do not and shall not constitute or give rise to a pecuniary liability or moral obligation of the City, the State or any of its political subdivisions, or a charge against its general credit or taxing powers, or to the extent permitted by law, any pecuniary liability of any officer, employee or agent of the City. The provisions of this paragraph are controlling notwithstanding anything in this Agreement to the contrary.

Section 3.2 Developer Acknowledgments. The Developer understands and acknowledges the following:

(1) The Developer understands and acknowledges that the City makes no representations or warranties regarding the amount of Tax Increment that will be available, or that revenues pledged to repayment of the TIF Note will be sufficient to pay all or any of the amounts payable on the TIF Note. The City additionally makes no representations as to the sufficiency of the Development Property (including soil conditions or the presence of any hazardous substances on the Development Property) for the Project. Any estimates of Tax Increment available prepared by the City, or the City's independent municipal advisor, consultants, agents, employees or officers in connection with the TIF District or this Agreement are for the sole benefit of the City, and are not intended as representations on which the Developer or any purchaser of the TIF Note may rely. The Developer further understands and acknowledges that no assistance is being provided by the City under this Agreement except through the issuance of the TIF Note, and the Developer has no claim against any funds of the City except as set forth in the Authorizing Resolution and the TIF Note.

(2) Up to five percent (5%) of Tax Increment will be retained by the City for the on-going Administrative Expenses related to the TIF District.

Section 3.3 Payment of Costs. The Developer shall pay upon demand by the City, and upon the delivery of appropriate billing statements, the ordinary and customary fees of the City's bond counsel, the City's general legal counsel, the City's independent municipal advisor, and other consultants retained by the City to assist the City with the negotiation and preparation of this Agreement, the establishment of the TIF District, and any other documents or agreements prepared in connection with the Project. All other ongoing costs other than as set forth herein shall be paid as Administrative Expenses. Nothing in this Section shall be construed to limit the ability of the City to lawfully recover Administrative Expenses from Tax Increment during or after the termination of this Agreement.

ARTICLE IV

EVENTS OF DEFAULT; INDEMNIFICATION

Section 4.1 Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean whenever it is used in this Agreement any one or more of the following events:

- (a) Failure by the Developer to timely pay any ad valorem real property taxes assessed with respect to the Development Property.
- (b) Failure by the Developer to cause the construction of the Project to be completed pursuant to the terms, conditions and limitations of this Agreement or any issued permits for the Project.
- (c) Failure of the Developer to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement.
- (d) If the Developer shall:
 - (A) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended or under any similar federal or state law; or
 - (B) make an assignment for the benefit of its creditors; or
 - (C) admit in writing its inability to pay its debts generally as they become due; or
 - (D) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of the Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within 60 days after the filing thereof; or a receiver, trustee or liquidator of the Developer, or of the Project, or part thereof, shall be appointed in any proceeding brought against the Developer, and shall not be discharged within 60 days after such appointment, or if the Developer, shall consent to or acquiesce in such appointment.

Section 4.2 Remedies on Default. Whenever any Event of Default referred to in Section 4.1 occurs and is continuing, the City, as specified below, may take any one or more of the following actions after the giving of 30 days’ written notice to the Developer, citing with specificity the item or items of default and notifying the Developer that it has 30 days within which to cure said Event of Default. If the Event of Default is by its nature incurable within 30 days, the City shall not take any one or more of the following actions below if the Developer, in the good-faith opinion of the City, is undertaking action to cure the Event of Default as soon as reasonably possible.

- (a) The City may suspend its performance under this Agreement and the TIF Note until it receives written assurances from the Developer, deemed adequate by the City, that the

Developer will cure its default and continue its performance under this Agreement, and no interest shall accrue on the TIF Note for the benefit of the Developer while performance is suspended in accordance with this Section 4.2.

(b) The City may cancel and rescind this Agreement and the TIF Note.

(c) The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this Agreement.

Notwithstanding any provision to the contrary herein, the City agrees that if the Developer completes construction of the Project and has assigned the TIF Note to an Assignee in accordance with Section 5.9 herein, the City will not exercise any remedies set forth in this Section 4.2 which would have the effect of reducing, suspending or terminating any payments on the TIF Note. This paragraph shall not limit the City's remedies provided under any other agreement between the City and the Developer, provided such remedies do not have the effect of reducing, suspending or terminating any payments on the TIF Note.

Whenever the City delivers any notice of an Event of Default hereunder, the City shall concurrently deliver a copy of such notice to the limited partner of the Developer in accordance with Section 5.4 hereof. Notwithstanding anything to the contrary herein, such limited partner shall have the same right as the Developer to cure or remedy any Event of Default hereunder within the cure period provided to the Developer and the City shall accept such cure as if tendered by the Developer.

Section 4.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5 Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

Section 4.6 Indemnification of City.

(1) The Developer releases from and covenants and agrees that the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, and employees thereof (collectively, the "Indemnified Parties"), shall not be liable for and agrees to indemnify and hold harmless the Indemnified Parties against any loss or damage to property or any injury to or death

of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any intentional actions of the Indemnified Parties that are not contemplated by this Agreement.

(2) Except for any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of the Developer (or if other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project.

(3) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

(The remainder of this page is intentionally left blank.)

ARTICLE V

ADDITIONAL PROVISIONS

Section 5.1 Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Development Property, or any part thereof, that the Developer and such successors and assigns shall operate, or cause to be operated, the Project as a multifamily residential rental facility and shall devote the Development Property to, and in accordance with, the uses specified in this Agreement.

Section 5.2 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 5.3 Titles of Articles and Sections. Any titles of the several parts, articles and sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 5.4 Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer is addressed to or delivered personally to:

Spring Lake Park Leased Housing Associates I, LLLP
2905 Northwest Boulevard #150
Plymouth, Minnesota 55441
Attn: Mark S. Moorhouse and Owen C. Metz

With copy to:

(Developer's legal counsel)
Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402-4629
Attn: John D. Nolde, Esq.

(Developer's limited partner)
AEGON USA Realty Advisors, LLC
4333 Edgewood Road Northeast
MS 54R547
Cedar Rapids, Iowa 52488

Attn: _____

(b) in the case of the City is addressed to or delivered personally to the City at:

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

With copy to:

Eckberg Lammers, P.C.
1809 Northwestern Avenue
Stillwater, Minnesota 55082

or at such other address with respect to any such party as that party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 5.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 5.6 Law Governing. This Agreement will be governed and construed in accordance with the laws of the State.

Section 5.7 Expiration. This Agreement shall expire on the Termination Date.

Section 5.8 Provisions Surviving Rescission or Expiration. Sections 4.5 and 4.6 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 5.9 Assignability of Agreement and TIF Note. This Agreement and the TIF Note may be assigned only with the written consent of the City, which consent shall not be unreasonably withheld. If the City consents to the assignment of the TIF Note to a third-party assignee to secure financing for the Project, the Developer may request, at its sole expense, an opinion of the City's Bond Counsel to the effect that the TIF Note is a valid obligation of the City enforceable in accordance with its terms.

Section 5.10 Governing Law; Venue. This Agreement shall be construed in accordance with the laws of the State. Any dispute arising from this Agreement shall be heard in the State or federal courts of Minnesota, and all parties waive any objection to the jurisdiction thereof, whether based on convenience or otherwise.

Section 5.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties pertaining to the subject matter of this Agreement. This Agreement may be modified, amended, terminated, or waived, in whole or in part, only by a writing signed by all of the parties.

Section 5.12 Re-execution of Documents. The City and the Developer agree to re-execute any documents which may be necessary to correct an error or to enable said document to be filed of record.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Contract for Private Development (Legends of Spring Lake Park Project) to be duly executed in its name and on its behalf and its seal to be hereunto duly affixed, and the Developer has caused this Agreement to be duly executed in its name and on its behalf, on or as of the date first above written.

**CITY OF SPRING LAKE PARK,
MINNESOTA**

By _____
Cindy Hansen, Mayor

By _____
Daniel Buchholtz, City Administrator

(SEAL)

(City signature page for the Contract for Private Development (Legends of Spring Lake Park Project), by and between the City of Spring Lake Park, Minnesota, and Spring Lake Park Leased Housing Associates I, LLLP)

**SPRING LAKE PARK LEASED HOUSING
ASSOCIATES I, LLLP**

By: Spring Lake Park Leased Housing Associates I,
LLC

Its: General Partner

By: Mark S. Moorhouse
Its: Senior Vice President

(Developer signature page for the Contract for Private Development (Legends of Spring Lake Park Project), by and between the City of Spring Lake Park, Minnesota, and Spring Lake Park Leased Housing Associates I, LLLP)

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

EXHIBIT B

FORM OF TIF NOTE

No. R-1

\$3,270,000.00

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ANOKA
COUNTY OF RAMSEY
CITY OF SPRING LAKE PARK

TAX INCREMENT REVENUE NOTE
(LEGENDS OF SPRING LAKE PARK PROJECT)

The City of Spring Lake Park, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, hereby promises to pay the amounts hereinafter described (the "Payment Amounts") to Spring Lake Park Leased Housing Associates I, LLLP (the "Developer") or its registered assigns (the "Registered Owner"), but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided.

The principal amount of this Note shall equal from time to time the principal amount stated above, as reduced to the extent that such principal installments shall have been paid in whole or in part pursuant to the terms hereof; provided that the sum of the principal amount listed above shall in no event exceed Three Million Two Hundred Seventy Thousand and No/100 Dollars (\$3,270,000.00), as provided in that certain Contract for Private Development (Legends of Spring Lake Park Project), dated as of July 10, 2017, as the same may be amended from time to time (the "Development Agreement"), by and between the City and the Developer. The unpaid principal amount hereof shall bear interest from the date of this Note at the rate of 5.00% per annum. Interest shall be computed on the basis of a 360 day year consisting of twelve (12) 30-day months. All capitalized but undefined terms herein shall be defined as in the Development Agreement.

The amounts due under this Note shall be payable on each February 1 and August 1, commencing on August 1, 2020, and thereafter to and including the Termination Date, or, if the first payment date should not be on a Business Day, the payment shall be made on the next succeeding Business Day (the "Payment Dates"). On each Payment Date the City shall pay by check or draft mailed to the person that was the Registered Owner of this Note at the close of the last business day of the City preceding such Payment Date an amount equal to the Tax Increment received by the City during the six-month period preceding such Payment Date (or, with respect to the first Payment Date, in the period commencing on the date of issuance of this Note through the day that is prior to the first Payment Date). All payments made by the City under this Note shall first be applied to accrued interest and then to principal. This Note is pre-payable by the City, without penalty, in whole or in part, on any date.

The Payment Amounts due hereon shall be payable solely from 95% of Tax Increment derived from the Development Property within the City's Tax Increment Financing District No. 6-1 (the "TIF District") within its Municipal Development District No. 6, which is paid to the City and which the City is entitled to retain pursuant to the provisions of Minnesota Statutes, Sections 469.174 through 469.1799, as the same may be amended or supplemented from time to time (the "TIF Act"). This Note shall terminate and be of no further force and effect following the Termination Date, on any date upon which the City shall have terminated the Development Agreement under Section 4.2(b) thereof, the date TIF

District is terminated, or on the date that all principal and interest payable hereunder shall have been paid in full, whichever occurs earliest.

The City makes no representation or covenant, express or implied, that the Tax Increment will be sufficient to pay, in whole or in part, the amounts which are or may become due and payable hereunder. In the event Tax Increment is not sufficient, the City is not responsible to further fund or reimburse the Developer (or its assigns or creditors) for any such shortfall. The City is not responsible to fund or reimburse any obligation of the Developer (or its assigns or creditors) unless expressly stated in this Agreement.

Subject to the terms of the Development Agreement, the City's payment obligations hereunder shall be further conditioned on the fact that no Event of Default under the Development Agreement shall have occurred and be continuing at the time payment is otherwise due hereunder, but such unpaid amounts shall become payable if said Event of Default shall thereafter have been cured; and further, if pursuant to the occurrence of an Event of Default under the Development Agreement the City elects, subject to the provisions of Section 4.2 of the Development Agreement, to cancel and rescind the Development Agreement, the City shall have no further debt or obligation under this Note whatsoever. Reference is hereby made to all of the provisions of the Development Agreement, including without limitation Section 3.1 thereof, for a fuller statement of the rights and obligations of the City to pay the principal of this Note, and said provisions are hereby incorporated into this Note as though set out in full herein.

This Note is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications stated or referenced herein. This Note is not a general obligation of the City, and neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of this Note and no property or other asset of the City, save and except the above-referenced Tax Increment, is or shall be a source of payment of the City's obligations hereunder.

This Note is issued by the City in aid of financing a project pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including the TIF Act.

This Note may be assigned only with the consent of the City. In order to assign the Note, the assignee shall surrender the same to the City either in exchange for a new fully registered note or for transfer of this Note on the registration records for the Note maintained by the City. Each permitted assignee shall take this Note subject to the foregoing conditions and subject to all provisions stated or referenced herein.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to have happened, and to be performed precedent to and in the issuance of this Note have been done, have happened, and have been performed in regular and due form, time, and manner as required by law; and that this Note, together with all other indebtedness of the City outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the City to exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Spring Lake Park, Minnesota, by its City Council, has caused this Note to be executed by the manual signatures of its Mayor and City Administrator and has caused this Note to be dated as of _____.

City Administrator

Mayor

CERTIFICATION OF REGISTRATION

It is hereby certified that the foregoing Tax Increment Revenue Note (Legends of Spring Lake Park Project) was registered in the name of Spring Lake Park Leased Housing Associates I, LLLP, and that, at the request of the Registered Owner of this Note, the undersigned has this day registered the Note in the name of such Registered Owner, as indicated in the registration blank below, on the books kept by the undersigned for such purposes.

NAME AND ADDRESS OF
REGISTERED OWNER

DATE OF
REGISTRATION

SIGNATURE OF CITY
ADMINISTRATOR

Spring Lake Park Leased Housing
Associates I, LLLP
2905 Northwest Boulevard #150
Plymouth, Minnesota 55441

ECKBERG LAMMERS
MEMORANDUM

TO: Mayor and City Council, City of Spring Lake Park, Minnesota
City Administrator Daniel Buchholtz

FROM: Andy Pratt, Bond Counsel

DATE: June 14, 2017

RE: Legends of Spring Lake Park/Dominium Financing Documents

As the City Council and City staff is well aware, the City has been working on the Legends of Spring Lake Park multifamily residential rental housing development for several months. The purpose of this memorandum is to give you an update on the progress of this financing and to explain what items are before the City Council at the regular meeting on June 19, 2017.

The Borrower, Spring Lake Park Leased Housing Associates I, LLLP, has been working with its financing team to put together the necessary short- and long-term financing needed to complete the Legends of Spring Lake Park Project. The City Administrator, the City's independent municipal advisor (Northland Securities, Inc.), and my office have been working together during this process to coordinate the timing and details of the necessary financing approvals. As you will recall, the City Council held a public hearing on January 17, 2017, and approved the issuance of the City's Multifamily Housing Revenue Bonds, Series 2017 (Legends of Spring Lake Park) (the "Bonds").

Initially, the maximum principal amount of the Bonds was \$45 million, but the City ultimately received approval from the State of Minnesota/Minnesota Management and Budget for a final tax-exempt amount of \$22,242,684. The Borrower may also request the City to issue taxable revenue bonds on its behalf to fully fund the project. The Borrower had to file a civil lawsuit against the State of Minnesota to obtain this allocation amount, which lawsuit was successful. Under relevant state statutes, the Bonds must be issued within 120 days from the date of the initial allocation of tax-exempt financing. We have calculated that date to be July 12, 2017, and a closing date on the issuance of the Bonds is tentatively scheduled for July 10, 2017.

There are two action items before the Council at its June 19, 2017 meeting:

Contract for Private Development – Tax Increment Financing

The City Administrator has prepared a separate memorandum on this topic. As you will recall, on November 21, 2016, the City Council held the necessary public hearing to create a Tax Increment Financing District to provide an additional financing mechanism for the project. The Contract for Private Development sets the ground rules for how that financing will be administered by the City.

The pay-as-you-go note mentioned in the City Administrator's memorandum will be funded through the twice-yearly receipt of tax increment revenues from Anoka County, in the total principal amount of \$3,270,000, spread over 20 years, at an interest rate of 5.00%. It is important to note that the Borrower is taking on the risk that it will receive all the tax increment revenues available over this 20-year timeline; if actual revenues received over these 20 years do not pay the total principal amount and accrued interest, the Borrower may not request the City to add in additional revenues from any other source to complete the reimbursement. The TIF Note (as referred to in the Contract for Private Development and the City Administrator's memorandum) is not a general obligation of the City, and the full faith and credit of the City is not pledged to its repayment.

Approval of Draft Financing Documents

As stated previously, the Borrower has lined up a financing and consulting team to assist it to fully fund the project, both on a short-term basis for construction funding, and on a long-term basis. Our office has begun the process to draft financing documents to memorialize these funding obligations. As the City is the "conduit issuer" of the Bonds, the City needs to be a signatory on these financing documents. The draft financing documents have been submitted for approval by the City Council on June 19, 2017. Please keep in mind, these are draft documents, and are under review by many parties to this transaction. The documents will change to some degree up to and even including the closing date of July 10, 2017. The purpose of receiving City Council approval of these documents now is so that each and every revision and addendum does not have to come back before the City Council. This is a standard procedure for complex conduit financing transactions such as the Bonds.

Again, the City has absolutely no obligation to repay any of the Bonds. The Borrower has the repayment obligation, and it will have corporate guarantors to assist it with that obligation should revenues from the project initially fall short. Additionally, the Borrower will be mortgaging the project's underlying property, as further security for repayment of the Bonds. If the Borrower and its guarantors ever fall short of paying debt service on the Bonds, these parties may not request the City to add in additional revenues from any other source. The Bonds are not general obligations of the City, and the full faith and credit of the City is not pledged to their repayment.

Meeting Attendance

I will be on vacation and unable to attend the June 19 Council meeting. However, I have arranged for my colleague and fellow financing attorney, Tom Loonan, to attend the meeting, should any questions arise from the Council. I can also make myself available via speakerphone if necessary, and I can work with the City Administrator to make that happen. I expect representatives from Dominion to be present as well. The good news is, once the financing is finally closed, construction may finally commence! The items before you at the June 19 meeting are simply prerequisites to complete to make this project a reality.

It has been wonderful to work with City staff on this project. I look forward to additional (although likely smaller) projects in the future.

RESOLUTION NO. 17-15

RESOLUTION APPROVING FORMS OF FINANCING DOCUMENTS RELATED TO THE ISSUANCE OF THE CITY'S MULTIFAMILY HOUSING REVENUE BONDS, SERIES 2017 (LEGENDS OF SPRING LAKE PARK PROJECT)

BE IT RESOLVED by the City Council (the "Council") of the City of Spring Lake Park, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Act"), the City is authorized to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to finance multifamily housing developments to be located within the City.

1.02. In the issuance of the City's revenue bonds and in the making of a loan to finance a multifamily housing development the City may exercise, within the corporate limits of the City, any of the powers that the Minnesota Housing Finance Agency may exercise under Minnesota Statutes, Chapter 462A, as amended, without limitation under the provisions of Minnesota Statutes, Chapter 475, as amended.

1.03. The City previously received a proposal that it issue its Multifamily Housing Revenue Bonds (Legends of Spring Lake Park Project), Series 2017, in one or more series, taxable and tax-exempt (the "Bonds"), and the City has received an allocation for tax-exempt bonding authority from the State of Minnesota in the aggregate principal amount of \$22,242,684, to provide funds to be loaned to Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (the "Borrower") to finance all or a portion of the: (i) acquisition, construction and equipping of an approximately 194-unit, four-story affordable apartment building with an underground parking garage and surface parking, to be located at 1066 County Highway 10 in the City (the "Project"); (ii) payment of interest on the Bonds during the construction of the Project; (iii) funding of one or more reserve funds to secure the timely payment of the Bonds; and (iv) costs of issuing the Bonds.

1.04. On January 17, 2017, this Council held a duly noticed public hearing on the issuance of the Bonds, and approved the issuance for the purposes stated above.

1.05. Ever since the approval of the Bonds by this Council, the Borrower and its fiscal and administrative consultants have been working diligently to arrange temporary and permanent financing for the Project. As of the date of this Resolution, closing on the Bonds is scheduled for July 10, 2017.

Section 2. Financing Documents. Eckberg Lammers, P.C., Bond Counsel to the City, has prepared draft forms of a (i) Borrower Loan Agreement, dated as of July 1, 2017, by and between the City and the Borrower, and (ii) Funding Loan Agreement, dated as of July 1, 2017, among the City, U.S. Bank National Association, as fiscal agent for the Bonds, and Citibank, N.A., as funding lender for the Bonds. Bond Counsel will additionally prepare customary closing certificates and collateral financing documents, for execution by the Mayor and the City Administrator of the City. The Borrower Loan Agreement, the Funding Loan Agreement, and the customary closing certificates and collateral financing documents are referred to herein as the "Financing Documents."

Section 3. Approval of Financing Documents. The forms of the Financing Documents are hereby approved, and this Council authorizes the Mayor and the City Administrator to execute such Financing Documents in substantially the forms on file with the City, subject to modifications that do not

substantially alter the substance of the transaction and are approved by such officials, provided that execution of the Financing Documents by such officials is conclusive evidence of their approval.

Section 4. Certification of Proceedings. The officers of the City are authorized and directed to prepare and furnish to the Borrower and its consultants, and other parties to the transaction, certified copies of all proceedings and records of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality of the Financing Documents as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Adopted by the City Council of the City of Spring Lake Park, Minnesota, this 19th day of June, 2017.

CITY OF SPRING LAKE PARK, MINNESOTA

Cindy Hansen, Mayor

Attest:

Daniel Buchholtz, City Administrator

FUNDING LOAN AGREEMENT

Dated as of July 1, 2017

Among

CITIBANK, N.A.,
as Funding Lender,

CITY OF SPRING LAKE PARK, MINNESOTA
as Issuer

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

Relating to:

\$ _____

City of Spring Lake Park, Minnesota
Multifamily Housing Revenue Bonds, Series 2017
(Legends of Spring Lake Park Project)

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EXHIBIT A - FORM OF GOVERNMENTAL LENDER NOTE

EXHIBIT B - FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

EXHIBIT C - FORM OF WRITTEN REQUISITION (PROJECT FUND)

FUNDING LOAN AGREEMENT

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

RECITALS

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

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

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

WHEREAS, simultaneously with the delivery of this Funding Loan Agreement, the Issuer and the Borrower will enter into the Borrower Loan Agreement, of even date herewith (as amended, supplemented or restated from time to time, the "Borrower Loan Agreement"), whereby the Borrower agrees to make loan payments to the Issuer in an amount which, when added to other funds available under this Funding Loan Agreement, will be sufficient to enable the Issuer to repay the Funding Loan, which is derived from the issuance by the Issuer of its

Multifamily Housing Revenue Bonds, Series 2017 (Legends of Spring Lake Park Project) (the "Bonds") and to pay all costs and expenses related thereto when due; and

WHEREAS, the Borrower Loan is secured by, among other things, the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing Agreement, of even date herewith (as amended, restated and/or supplemented from time to time, the "Security Instrument"), in favor of the Issuer and assigned to the Funding Lender to secure the Funding Loan, encumbering the Project, and will be advanced to the Borrower pursuant to this Borrower Loan Agreement and the Construction Funding Agreement.

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

ARTICLE I DEFINITIONS; PRINCIPLES OF CONSTRUCTION

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

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

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

(c) All references made (i) in the neuter, masculine or feminine gender shall be deemed to have been made in all such genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well. Singular terms shall include the plural as well as the singular, and vice versa.

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

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

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

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

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

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

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

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

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

“Authorized Amount” means \$_____, the maximum principal amount of the Funding Loan under this Funding Loan Agreement.

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

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

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

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

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

“Borrower Loan” means the mortgage loan made by the Issuer to the Borrower pursuant to the Borrower Loan Agreement in the aggregate principal amount of the Borrower Loan Amount, as evidenced by the Borrower Note.

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

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

“Borrower Loan Amount” means the amount of \$_____.

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

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

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

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

“Closing Date” means July 10, 2017, the date that initial Funding Loan proceeds are disbursed hereunder.

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

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

“Construction Funding Agreement” means that certain Construction Funding Agreement of even date herewith, between the Funding Lender, as agent for the Issuer, and the Borrower, pursuant to which the Borrower Loan will be advanced by the Funding Lender (or

the Servicer on its behalf), as agent of the Issuer, to the Borrower and setting forth certain provisions relating to disbursement of the Borrower Loan during construction, insurance and other matters, as such agreement may be amended, modified, supplemented and replaced from time to time.

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

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

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

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

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

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

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

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

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

(a) the annual administration fees of the Fiscal Agent, for the ordinary services of the Fiscal Agent rendered under this Funding Loan Agreement during each twelve-month period shall be \$[_____] per annum payable in semiannual installments of \$[_____] in advance on the Closing Date and each June 1 and December 1 thereafter;

(b) the reasonable fees and charges of the Fiscal Agent for necessary extraordinary services rendered by it and/or reimbursement for extraordinary expenses

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

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

“Fitch” means Fitch, Inc.

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

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

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

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

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

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

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

“Issuer Closing Costs” means the fees, costs and expenses incurred in connection with the closing of the Funding Loan and issuance of the Bonds, including, without limitation, the Issuer’s one (1) time initial issuance fee in the amount of \$_____.

“Issuer Fee” means, collectively, the Issuer’s (i) one (1) time initial issuance fee payable by the Fiscal Agent to the Issuer on or before the Closing Date in the amount of \$_____, and (ii) the annual fee of the Issuer, payable by the Borrower to the Fiscal Agent in the amount of _____ the outstanding principal amount of the Funding Loan (calculated on the

Business day prior to any principal reduction of the Borrower Note) payable in semiannual installments in arrears on each [May 1] and [November 1], commencing [November 1, 2017].

“Issuer Servicer” means _____, and its successors and assigns, or any other servicer appointed by the Issuer to service the Borrower Loan on behalf of the Issuer and to monitor the Project.

“Issuer Servicing Agreement” means the Construction Loan and Mortgage Servicing Agreement dated as of July 1, 2017, among the Issuer, the Issuer Servicer, the Fiscal Agent and the Borrower, as amended, supplemented or restated from time to time.

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

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

“Maturity Date” means the earlier to occur of (i) _____, or (ii) any earlier date on which the unpaid principal balance of the Borrower Note becomes due and payable, by acceleration or otherwise.

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

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

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

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

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

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

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

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

- (a) Government Obligations.
- (b) Direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, any agency or instrumentality of the United States of America (other than the Federal Home Loan Mortgage Corporation) or direct obligations of the World Bank, which obligations are rated in the Highest Rating Category.
- (c) Obligations, in each case rated in the Highest Rating Category, of (i) any state or territory of the United States of America, (ii) any agency, instrumentality, authority or political subdivision of a state or territory or (iii) any public benefit or municipal corporation the principal of and interest on which are guaranteed by such state or political subdivision.
- (d) Any written repurchase agreement entered into with a Qualified Financial Institution whose unsecured short term obligations are rated in the Highest Rating Category.
- (e) Commercial paper rated in the Highest Rating Category.
- (f) Interest bearing negotiable certificates of deposit, interest bearing time deposits, interest bearing savings accounts and bankers’ acceptances, issued by a Qualified Financial Institution if either (i) the Qualified Financial Institution’s unsecured short term obligations are rated in the Highest Rating Category or (ii) such deposits, accounts or acceptances are fully collateralized by investments described in clauses (a) or (b) of this definition or fully insured by the Federal Deposit Insurance Corporation.

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

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

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

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

(iv) the agreement provides that if during its term the rating of the Qualified Financial Institution providing, guaranteeing or insuring, as applicable, the agreement, is withdrawn, suspended by any Rating Agency or falls below the Second Highest Rating Category, the provider must, within ten days, either: (A) collateralize the agreement (if the agreement is not already collateralized) with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, such collateralization to be effected in a manner and in an amount reasonably satisfactory to the Funding Lender, or, if the agreement is already collateralized, increase the collateral with Permitted Investments described in paragraph (a) or (b) by depositing collateral with the Fiscal Agent or a third party custodian, in an amount reasonably satisfactory to the Funding Lender, (B) at the request of the Funding Lender, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium unless required by law or (C) transfer the agreement, guarantee or insurance, as applicable, to a replacement provider, guarantor or insurer, as applicable, then meeting the requirements of a Qualified

Financial Institution and whose unsecured long term obligations are then rated in the Highest Rating Category or the Second Highest Rating Category. The agreement may provide that the downgraded provider may elect which of the remedies to the downgrade (other than the remedy set out in (B)) to perform.

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

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

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

Permitted Investments shall not include any of the following:

(i) Except for any investment described in the next sentence, any investment with a final maturity or any agreement with a term greater than one year from the date of the investment. This exception (1) shall not apply to Permitted Investments listed in paragraphs (g) and (i).

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

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

- (iv) Any interest only or principal only stripped security.
- (v) Any obligation bearing interest at an inverse floating rate.
- (vi) Any investment which may be prepaid or called at a price less than its purchase price prior to stated maturity.
- (vii) Any investment the interest rate on which is variable and is established other than by reference to a single index plus a fixed spread, if any, and which interest rate moves proportionately with that index.
- (viii) Any investment described in paragraph (d) or (g) with, or guaranteed or insured by, a Qualified Financial Institution described in clause (iv) of the definition of Qualified Financial Institution if such institution does not agree to submit to jurisdiction, venue and service of process in the United States of America in the agreement relating to the investment.
- (ix) Any investment to which S&P has added an “r” or “t” highlighter.

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

“Pledged Revenues” means the amounts pledged under this Funding Loan Agreement to the payment of the principal of, prepayment premium, if any, and interest on the Funding Loan and the Bonds, consisting of the following: (i) all income, revenues, proceeds and other amounts to which the Issuer is entitled (other than amounts received by the Issuer with respect to the Unassigned Rights) and derived from or in connection with the Project and the Funding Loan Documents, including all Borrower Loan Payments due under the Borrower Loan Agreement and the Borrower Note, payments with respect to the Borrower Loan Payments and all amounts obtained through the exercise of the remedies provided in the Funding Loan Documents and all receipts credited under the provisions of this Funding Loan Agreement against said amounts payable, and (ii) moneys held in the funds and accounts established under this Funding Loan Agreement, together with investment earnings thereon (except any amounts on deposit in the Expense Fund and Rebate Fund).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Minnesota.

“Tax Agreement” means, collectively, (a) the Certificate as to Arbitrage and Certain Other Tax Matters dated the Closing Date and executed by the Issuer and the Borrower, and

(b) the Borrower Proceeds Certificate dated the Closing Date and executed and delivered by the Borrower, and (c) the Arbitrage Rebate Agreement by and among the Issuer, the Borrower and the Fiscal Agent, in each case including all exhibits and other attachments thereto and in each case as may be amended from time to time.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II TERMS; BONDS

Section 2.1. Terms.

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

(b) **Draw-Down Funding.** The Funding Loan is originated on a draw-down basis. The proceeds of the Funding Loan shall be advanced by the Funding Lender to the Fiscal Agent for payment to or for the benefit of the Borrower for the account of the Issuer as and when needed to make each advance in accordance with the disbursement provisions of Section 7.6 hereof, the Borrower Loan Agreement and the Construction Funding Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Construction Funding Agreement, a like amount of the Funding Loan shall be deemed concurrently and simultaneously advanced under this Funding Loan Agreement, including the initial advance of \$_____ on the Bonds. Subject to the terms and conditions of the Borrower Loan Agreement, the Funding Lender agrees to advance, on behalf of the Issuer, through the Fiscal Agent, to the Borrower under the Borrower Loan Agreement an amount not to exceed \$_____ on the Borrower Note, and the Funding Lender agrees to correspondingly and simultaneously advance this amount for the account of the Issuer under this Funding Loan Agreement as an advance on the Funding Loan. Notwithstanding anything in this Funding Loan Agreement to the contrary, no additional amounts of the Funding Loan may be drawn down and funded hereunder after July _____, provided, however, that upon the delivery of a Tax Counsel No Adverse Effect Opinion to the Issuer and the Funding Lender such date may be changed to a later date as specified in such Tax Counsel No Adverse Effect Opinion. The Issuer has reviewed and approved the form of the

Contingency Draw-Down Agreement, consents to the terms thereof and agrees to take all actions reasonably required of the Issuer in connection with the conversion of the Funding Loan to a fully drawn loan pursuant to the provisions of the Contingency Draw-Down Agreement if a Draw-Down Notice is filed by the Funding Lender or the Borrower.

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

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

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

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

(g) Usury. The Issuer intends to conform strictly to the usury laws applicable to this Funding Loan Agreement and the Bonds and all agreements made in the Bonds, this Funding Loan Agreement and the Funding Loan Documents are expressly limited so that in no event whatsoever shall the amount paid or agreed to be paid as interest or the amounts paid for the use of money advanced or to be advanced hereunder exceed the highest lawful rate prescribed under any law which a court of

competent jurisdiction may deem applicable hereto. If, from any circumstances whatsoever, the fulfillment of any provision of the Bonds, this Funding Loan Agreement or the other Funding Loan Documents shall involve the payment of interest in excess of the limit prescribed by any law which a court of competent jurisdiction may deem applicable hereto, then the obligation to pay interest hereunder shall be reduced to the maximum limit prescribed by law. If from any circumstances whatsoever, the Funding Lender shall ever receive anything of value deemed interest, the amount of which would exceed the highest lawful rate, such amount as would be excessive interest shall be deemed to have been applied, as of the date of receipt by the Funding Lender, to the reduction of the principal remaining unpaid hereunder and not to the payment of interest, or if such excessive interest exceeds the unpaid principal balance, such excess shall be refunded to the Borrower. This paragraph shall control every other provision of the Bonds, this Funding Loan Agreement and all other Funding Loan Documents. In determining whether the amount of interest charged and paid might otherwise exceed the limit prescribed by law, the Issuer intends and agrees that (i) interest shall be computed upon the assumption that payments under the Borrower Loan Agreement and other Funding Loan Documents will be paid according to the agreed terms, and (ii) any sums of money that are taken into account in the calculation of interest, even though paid at one time, shall be spread over the actual term of the Funding Loan.

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

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

Section 2.4. Authentication. The Bonds shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Funding Loan Agreement unless a certificate of authentication on such Bonds, substantially in the form set forth in **Exhibit A** hereto, shall have been manually executed by the Fiscal Agent. The Fiscal Agent shall

authenticate the Bonds by execution of the certificate of authentication on or attached to the Bonds, and the certificate of authentication so executed on or attached to the Bonds shall be conclusive evidence that it has been authenticated and delivered under this Funding Loan Agreement.

Section 2.5. Registration and Transfer of Bonds; Required Transferee Representations; Participations; Sale and Assignment.

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

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

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

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

Bonds, which amount represents the permanent phase principal amount of the Borrower Loan.

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

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

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

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

ARTICLE III PREPAYMENT

Section 3.1. Prepayment of the Bonds from Prepayment under the Borrower Note. The Bonds are subject to voluntary and mandatory prepayment as follows:

(a) Each Bond shall be subject to voluntary prepayment in full or in part by the Issuer, from funds of the Issuer received by the Issuer to the extent and in the manner and on any date that the related Borrower Note is subject to voluntary prepayment as set forth therein, at a prepayment price equal to the principal balance of the related Borrower Note to be prepaid, plus interest thereon to the date of prepayment and the amount of any Prepayment Premium payable under the related Borrower Note, plus any Additional Borrower Payments due and payable under the Borrower Loan Agreement through the date of prepayment.

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

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

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

ARTICLE IV SECURITY

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

(a) All right, title and interest of the Issuer in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Issuer from the Borrower relating to the Project and including, without limitation, all Pledged Revenues, Borrower Loan Payments and Additional Borrower Payments derived by the Issuer under and pursuant to, and subject to the provisions of, the Borrower Loan Agreement; provided that the pledge and assignment made under this Funding Loan Agreement shall not impair or diminish the obligations of the Issuer under the provisions of the Borrower Loan Agreement;

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

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

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

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

Section 4.2. Delivery of Security. To provide security for the payment of the Funding Loan and the Bonds, the Issuer has pledged and assigned to secure payment of the Funding Loan and each Bonds its right, title and interest in the Security to the Funding Lender. In connection with such pledge, assignment, transfer and conveyance, the Issuer shall deliver to the Funding Lender the following documents or instruments promptly following their execution and, to the extent applicable, their recording or filing:

(a) Each Bond endorsed without recourse to the Funding Lender by the Issuer;

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

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

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

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

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

ARTICLE V LIMITED LIABILITY

Section 5.1. Source of Payment of Funding Loan and Other Obligations. The Funding Loan and the Bonds are limited obligations of the Issuer, payable solely from the Pledged Revenues and other funds and moneys and Security pledged and assigned hereunder. None of the Issuer, the State, or any political subdivision thereof (except the Issuer, to the limited extent set forth herein) nor any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the Funding Loan or the Bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever with respect thereto except as set forth herein, and none of the Funding Loan or the Bonds or any of the Issuer's agreements or obligations with respect to the Funding Loan, the Bonds, or hereunder, shall be construed to constitute an indebtedness of or a pledge of the faith and credit of or a loan of the credit of or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever. Neither the faith, revenues, credit nor taxing power of the State or any other political corporation or subdivision or agency thereof shall be pledged to the payment of the principal of, premium (if any), or interest on the Bonds or this Funding Loan Agreement. The Issuer has no taxing power.

Section 5.2. Exempt from Individual Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, director, employee or agent of the Issuer in his individual capacity, and neither the officers, directors, employees or agents of the Issuer executing the Bonds or this Funding Loan Agreement shall be liable personally on the Bonds or under this Funding Loan

Agreement or be subject to any personal liability or accountability by reason of the issuance of the Bonds or the execution of this Funding Loan Agreement.

ARTICLE VI
CLOSING CONDITIONS; APPLICATION OF FUNDS

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

(a) Receipt by the Funding Lender of the original Bonds dated the Closing Date, authenticated by the Fiscal Agent;

(b) Receipt by the Funding Lender of the original executed Borrower Note, endorsed, without recourse, to the Funding Lender by the Issuer and receipt by the Fiscal Agent of an executed copy of the Borrower Note;

(c) Receipt by the Fiscal Agent and Funding Lender of executed counterpart copies of this Funding Loan Agreement, the Borrower Loan Agreement, the Construction Funding Agreement, the Regulatory Agreement, the Tax Agreement, the Security Instrument, and any UCC financing statement required by the Security Instrument;

(d) Receipt by the Fiscal Agent of a certified copy of the Resolution;

(e) Receipt by the Fiscal Agent of Executed Required Transferee Representations from the Funding Lender;

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

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

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

(i) Delivery of an opinion of counsel to the Borrower addressed to the Issuer to the effect that the Borrower Loan Documents, the Regulatory Agreement and the Tax

Agreement are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Issuer;

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

(k) Issuer Servicer's letter acknowledging that all contingencies listed in the Final Credit Underwriting Report and have been satisfied.

ARTICLE VII FUNDS AND ACCOUNTS

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

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

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

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

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

(a) The Funding Loan Payment Fund;

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

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

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

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

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

First, to pay or provide for the payment of the interest then due on the Bonds;

Second, to pay or provide for the payment or the prepayment of principal on the Bonds, provided moneys have been transferred or deposited into the Funding Loan Payment Fund for such purpose; and

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

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

In making any payment under this Section, the Fiscal Agent may rely conclusively upon a written statement provided by the Funding Lender as to the amount payable to the Funding

Lender pursuant to this Funding Loan Agreement, the Borrower Loan Agreement or the Construction Funding Agreement, as applicable.

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

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

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

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

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

Notwithstanding anything herein to the contrary, the Fiscal Agent, on behalf of the Issuer, shall prepare and submit a written invoice to the Borrower for payment of the Issuer Fee not later than 10 days prior to the due date for payment of such the Issuer Fee, and shall remit moneys received from the Borrower to the Issuer for payment of such fee. Failure of the Fiscal

Agent to prepare or submit such notice shall not excuse the Borrower from making the required payments.

Section 7.6. Project Fund.

(a) All proceeds of the Funding Loan provided by the Funding Lender shall be deposited to the Funding Loan Proceeds Account of the Project Fund as advanced and disbursed as herein provided. The Borrower shall deposit, or cause to be deposited, the Equity Contributions with the Fiscal Agent for further deposit into the Borrower Equity Account of the Project Fund as it is contributed by the Equity Investor to Borrower, in accordance with and subject to the terms of the Operating Agreement. The Fiscal Agent shall use moneys in the Funding Loan Proceeds Account and the Borrower Equity Account of the Project Fund for the acquisition and construction of the Project, to pay other Qualified Project Costs and to pay other costs related to the Project as provided herein.

Not less than 95% of the moneys representing proceeds of the Funding Loan deposited in and credited to the Funding Loan Proceeds Account of the Project Fund, including Investment Income thereon, will be expended for Qualified Project Costs (the "95% Requirement"). The amounts on deposit in the Funding Loan Proceeds Account of the Project Fund shall not be applied to the payment of Closing Costs.

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

In connection with a Written Requisition:

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

(ii) The Fiscal Agent shall disburse amounts in the Project Fund upon receipt of a Written Requisition signed only by the Funding Lender and the Issuer Servicer (and without any need for any signature by an Authorized

Borrower Representative), so long as the amount to be disbursed is to be used solely to make payments of principal, interest and/or fees due under the Funding Loan Documents.

(iii) The Fiscal Agent may conclusively rely on all Written Requisitions, the execution of the Written Requisitions by the Authorized Borrower Representative and the approval of all Written Requisitions by the Funding Lender and Issuer Servicer, as required by this Section, as conditions of payment from the Project Fund, which Written Requisitions constitute, as to the Fiscal Agent, irrevocable determinations that all conditions to payment of the specified amounts from the Project Fund have been satisfied. These documents shall be retained by the Fiscal Agent, subject at all reasonable times to examination by the Borrower, the Issuer, the Issuer Servicer, the Funding Lender and the agents and representatives thereof upon reasonable notice to the Fiscal Agent. The Fiscal Agent is not required to inspect the Project or the construction work or to make any independent investigation with respect to the matters set forth in any Written Requisition or other statements, orders, certifications and approvals received by the Fiscal Agent. The Fiscal Agent is not required to obtain completion bonds, lien releases or otherwise supervise the acquisition, construction, renovation, equipping, improvement and installation of the Project.

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

The Fiscal Agent shall immediately provide Written Notice to the Borrower, the Funding Lender and the Issuer Servicer if there are not sufficient funds available to or on deposit with the Fiscal Agent to make the transfers as and when required by this Section 7.6(b). Except as provided in the next sentence, all such payments shall be made by check or draft payable, or by wire transfer, either (i) directly to the person, firm or

corporation to be paid, (ii) to the Borrower and such person, firm or corporation, or (iii) upon receipt by the Funding Lender and the Issuer Servicer of evidence that the Borrower has previously paid such amount and Written Direction to the Fiscal Agent as to such as evidenced by the Funding Lender's and Issuer Servicer's approval of the Written Requisition, to the Borrower. Upon the occurrence of an Event of Default of the Borrower of which the Fiscal Agent has knowledge as provided herein, which is continuing under the Funding Loan Documents, with the Written Consent of the Funding Lender, the Fiscal Agent may apply amounts on deposit in the Project Fund to the payment of principal of and interest on the Bonds. If a Written Requisition signed by the Authorized Borrower Representative and countersigned by an authorized officer of the Funding Lender and Issuer Servicer is received by the Fiscal Agent, the requested disbursement shall be paid by the Fiscal Agent as soon as practicable, but in no event later than three Business Days following receipt thereof by the Fiscal Agent. Upon final disbursement of all amounts on deposit in the Project Fund, the Fiscal Agent shall close the Project Fund. Any amounts remaining on deposit in the Borrower Equity Account of the Project Fund following Completion of the Project shall be applied as set forth in the written instructions of the Borrower and the Funding Lender. Any amounts remaining on deposit in the Borrower Equity Account of the Project Fund on the Conversion Date shall be paid by the Fiscal Agent to the Borrower.

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

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

Section 7.7. Rebate Fund. All amounts in the Rebate Fund shall be held, invested and disbursed by the Fiscal Agent in accordance with the provisions of the Tax Agreement, the terms of which are incorporated herein by reference and made a part hereof as if fully set forth herein. The Borrower shall have the absolute obligation to deposit funds into the Rebate Fund in accordance with the provisions of the Tax Agreement. The Fiscal Agent shall make rebate payments to the United States Treasury in accordance with the applicable provisions of the Tax Agreement. The Fiscal Agent shall conclusively be deemed to have complied with such provisions if it follows the written instructions of the Borrower and shall not be required to take any actions under the Tax Agreement on behalf of the Borrower in the absence of written instructions from the Borrower.

ARTICLE VIII
REPRESENTATIONS AND COVENANTS

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

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

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

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

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

(e) The State has provided an allocation of the State's 2017 private activity bond volume cap under Section 146 of the Code to the Issuer.

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

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

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

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

Section 8.5. Borrower Loan Agreement Performance.

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

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

Section 8.6. Maintenance of Records; Inspection of Records.

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

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

Section 8.7. Tax Covenants. The Issuer covenants to and for the benefit of the Funding Lender that, notwithstanding any other provisions of this Funding Loan Agreement or of any other instrument, it will:

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

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

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

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

(e) Require the Borrower to agree, pursuant to the terms and provisions of the Borrower Loan Agreement, not to commit any act and not to make any use of the

proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Funding Loan pursuant to the Code, which would cause the Funding Loan to be an “arbitrage bond” within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Funding Loan; and

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

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

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

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

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

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

ARTICLE IX DEFAULT; REMEDIES

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

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

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

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

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

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

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

Section 9.2. Acceleration of Maturity; Rescission and Annulment.

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

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

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

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

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

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

Section 9.3. Additional Remedies; Funding Lender Enforcement.

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

(b) Upon the occurrence and continuation of any Event of Default, the Funding Lender may proceed forthwith to protect and enforce its rights and this Funding Loan Agreement by such suits, actions or proceedings as the Funding Lender, in its sole discretion, shall deem expedient. Funding Lender shall have upon the occurrence and continuation of any Event of Default all rights, powers, and remedies

with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as are available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, the Funding Lender may proceed at law or in equity or otherwise, to the extent permitted by applicable law:

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

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

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

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

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

(d) If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in the Regulatory

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

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

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

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

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

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

If and to the extent this Section 9.4 conflicts with the provisions of the Servicing Agreement, the provisions of the Servicing Agreement shall control. Capitalized terms used in this Section 9.4 but not otherwise defined in this Funding Loan Agreement have the meanings given such terms in the Servicing Agreement.

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

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

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

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

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

Section 9.10. Remedies Under Borrower Loan Agreement or Borrower Note. As set forth in this Section 9.10 but subject to Section 9.9 hereof, the Funding Lender shall have the right, in its own name or on behalf of the Issuer, to declare any default and exercise any

remedies under the Borrower Loan Agreement or the Borrower Note, whether or not the Bonds has been accelerated or declared due and payable by reason of an Event of Default.

Section 9.11. Waiver of Appraisal and Other Laws.

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

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

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

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

Section 9.14. Assumption of Obligations. If the Funding Lender or its assignee or designee shall become the legal or beneficial owner of the Project by foreclosure or deed in lieu of foreclosure, such party shall succeed to the rights and the obligations of the Borrower under the Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, the Tax Agreement and any other Funding Loan Documents to which the Borrower is a party. Such assumption shall be effective from and after the effective date of such acquisition and shall be

made with the benefit of the limitations of liability set forth therein and without any liability for the prior acts of the Borrower.

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

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

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

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

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

ARTICLE XI
THE FISCAL AGENT

Section 11.1. Appointment of Fiscal Agent; Acceptance. The Issuer hereby appoints U.S. Bank National Association as Fiscal Agent hereunder. The Fiscal Agent shall

signify its acceptance of the duties and obligations imposed upon it by this Funding Loan Agreement by executing this Funding Loan Agreement.

Section 11.2. Certain Duties and Responsibilities of Fiscal Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) In connection with the issuance of the Bonds, certain moneys will be deposited with the Fiscal Agent before the closing date pursuant to one or more letters of instruction from the provider or providers of such money. Such moneys will be held by

the Fiscal Agent subject to the terms and conditions of this Funding Loan Agreement in addition to terms provided in such letter(s) of instruction. For such purpose the standards of care, provisions regarding responsibilities and indemnification and other sections relating to the Fiscal Agent contained in this Funding Loan Agreement and the Borrower Loan Agreement (the "Effective Provisions") shall be effective as of the first day of receipt by the Fiscal Agent of such moneys. The Effective Provisions shall be deemed incorporated into such letter(s) of instructions.

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

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

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

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

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

(d) The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Funding Loan Agreement or any Borrower Loan Document at the request or direction of the Funding Lender, pursuant to this Funding Loan Agreement, unless the Funding Lender shall have offered to the Fiscal Agent in writing security or indemnity reasonably satisfactory to the Fiscal Agent against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction, except costs, expenses and liabilities which are adjudicated to have

resulted from its own negligence or willful misconduct, provided, that nothing contained in this subparagraph (d) shall be construed to require such security or indemnity for the performance by the Fiscal Agent of its obligations under Section 8.6 hereof;

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

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

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

Section 11.5. Not Responsible for Recitals. The recitals contained herein and in the Bonds shall be taken as the statements of the Issuer, and the Fiscal Agent assumes no responsibility for their correctness. The Fiscal Agent makes no representations as to the value or condition of the Pledged Revenues, the Security or any part thereof, or as to the title of the Issuer thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Funding Loan Agreement or of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

Section 11.10. Resignation and Removal; Appointment of Successor.

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

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

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

(d) If the Fiscal Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the Office of the Fiscal Agent for any cause, the Issuer shall promptly appoint a successor Fiscal Agent, with the consent of the Funding Lender. In case all or substantially all of the Pledged Revenues and Security shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee may similarly appoint a successor to fill such vacancy until a new Fiscal Agent shall be so appointed by the Issuer. If, within 60 days after such resignation, removal or incapability or the occurrence of such vacancy, the Issuer has failed to so appoint a successor Fiscal Agent, then a successor Fiscal Agent shall be appointed by the Funding

Lender (from any institution acceptable to the Issuer to serve as a fiscal agent or trustee) with Written Notice thereof delivered to the Issuer, the Borrower, the Servicer, if any, and the retiring Fiscal Agent, and the successor Fiscal Agent so appointed shall, forthwith upon its acceptance of such appointment, become the successor Fiscal Agent and supersede the successor Fiscal Agent appointed by such receiver or Fiscal Agent. If no successor Fiscal Agent shall have been appointed by the Issuer or the Funding Lender and accepted appointment in the manner hereinafter provided, the Fiscal Agent may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent.

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

Section 11.11. Acceptance of Appointment by Successor.

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

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

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

the parties hereto. Notwithstanding the foregoing, any such successor Fiscal Agent shall cause Written Notice of such succession to be delivered to the Funding Lender within 30 days of such succession.

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

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

Should any instrument in writing from the Issuer be required by the separate fiscal agent or co-fiscal agent appointed by the Fiscal Agent for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request of the Fiscal Agent, be executed, acknowledged and delivered by the Issuer. In case any separate fiscal agent or co Fiscal Agent, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate fiscal agent or co-fiscal agent, so far as permitted by law, shall vest in and be exercised by the Fiscal Agent until the appointment of a successor to such separate fiscal agent or co-fiscal agent.

Section 11.14. Loan Servicing. The Issuer and the Fiscal Agent acknowledge that the Funding Lender shall have the right to appoint a Servicer to service and administer the Funding Loan and Borrower Loan, as set forth in a Servicing Agreement. The Funding Lender shall provide Written Notice to the Fiscal Agent of the appointment, termination or replacement of any Servicer. The Issuer and the Fiscal Agent shall not be responsible for monitoring the

with a copy to: _____

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

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

If to Funding Lender: CitiBank, N.A.
798 South Federal Highway, Suite 150
Boca Raton, Florida 33432
Attention: Barry Krinsky, Director
Re: Legends of Spring Lake Park ID No. _____
Facsimile: (954) 734-8646

and a copy to: Citi Community Capital
Greenwich Street Community Capital, LLC
227 West Monroe Street, 25th Floor
Chicago, Illinois 60606
Attention: Janet A. Micheletto, Vice President
Re: Legends of Spring Lake Park ID No. _____

And if prior to the: _____
Conversion Date: _____

Attention: _____
Re: Legends of Spring Lake Park ID No. _____

And if following the: _____
Conversion Date: _____

Attention: _____
Re: Legends of Spring Lake Park ID No. _____

And a copy of any notices
of default sent to: _____

Attention: _____
Re: Legends of Spring Lake Park ID No. _____
Facsimile: _____

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

with a copy to: Barnes & Thornburg LLP
225 South Sixth Street, Suite 2800
Minneapolis, Minnesota 55402-4662
Attention: Benjamin W. Johnson

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

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

Section 12.2. Term of Funding Loan Agreement. This Funding Loan Agreement shall be in full force and effect until all payment obligations of the Issuer hereunder have been

paid in full and the Funding Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Bonds, this Funding Loan Agreement shall be terminated, without further action by the parties hereto.

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

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

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

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

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

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

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

SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

Section 12.10. Electronic Transactions.

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

(b) For purposes of this subsection (b) of this Section, the Fiscal Agent shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Funding Loan Agreement and delivered using Electronic Means; provided, however, that Borrower, the Issuer or and such other party giving such instruction (the "Sender") shall provide to the Fiscal Agent an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Sender whenever a person is to be added or deleted from the listing. "Electronic Means" shall mean the following communications methods: S.W.I.F.T., e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent, or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder. If the Sender elects to give the Fiscal Agent Instructions using Electronic Means and the Fiscal Agent in its discretion elects to act upon such Instructions, the Fiscal Agent's understanding of such Instructions shall be deemed controlling. The Borrower, the Issuer and any other Sender understand and agree that the Fiscal Agent cannot determine the identity of the actual sender of such Instructions and that the Fiscal Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. Each Sender shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Fiscal Agent and that the Sender and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Sender. The Fiscal Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Borrower agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various

methods of transmitting Instructions to the Fiscal Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Borrower for use by the Borrower, the Issuer and the other parties who may give instructions to the Fiscal Agent under this Funding Loan Agreement; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

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

[Remainder of page intentionally left blank]

DRAFT

6/14/17

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

CITIBANK, N.A., as Funding Lender

By: _____

Name: Barry Krinsky

Authorized Signatory

DRAFT

6/14/17

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

By: _____

Name: Dan Sheff

Title: Vice President

DRAFT
6/14/17

ISSUER:

CITY OF SPRING LAKE PARK,
MINNESOTA, as the Issuer

By: _____
Cindy Hansen, Mayor

(SEAL)

ATTEST:

Daniel Buchholtz, City Administrator

EXHIBIT A

FORM OF BOND

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

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

\$_____

Date of Issuance: July ____, 2017

FOR VALUE RECEIVED, the City of Spring Lake Park, Minnesota (the "Obligor"), promises to pay to the order of CITIBANK, N.A. ("Holder") the maximum principal sum of [_____] (\$[_____]) on _____ 1, 20____, or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

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

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

This Bond is a conduit revenue obligation relating to a portion of a loan (the "Borrower Loan") made by Obligor from a portion of the proceeds of the Funding Loan to SPRING LAKE PARK LEASED HOUSING ASSOCIATES I, LLLP, a Minnesota limited liability limited

partnership, as borrower (the "Borrower"), under the Borrower Loan Agreement, dated as of July 1, 2017 (as the same may be modified, amended or supplemented from time to time, the "Borrower Loan Agreement"), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under this Bond.

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

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

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

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

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

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

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

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

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

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

DRAFT
6/14/17

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Bond or caused this Bond to be duly executed and delivered by its authorized representative as of the date first set forth above. The undersigned intends that this instrument shall be deemed to be signed and delivered as a sealed instrument.

OBLIGOR:

(SEAL)

**CITY OF SPRING LAKE PARK,
MINNESOTA**

By: _____
Cindy Hansen, Mayor

Attest:

By: _____
Daniel Buchholtz, City Administrator

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: July __, 2017

U.S. BANK NATIONAL ASSOCIATION, as
Fiscal Agent

By: _____

Name: _____

Title: Vice President

EXHIBIT B

FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

EXHIBIT C

**FORM OF WRITTEN REQUISITION
(Project Fund)**



Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: June 14, 2017

Subject: Site Development Agreement – SLP Leased Housing Associates I, LLLP

City Attorney Thames has concluded negotiating the Site Development Agreement between the City of Spring Lake Park and SLP Leased Housing Associates I, LLLP for the project at 1066 County Highway 10 NE, 1063 Manor Drive and 1075 Manor Drive properties.

The Site Development Agreement spells out the developer's responsibilities for the construction of the project. A summary of these responsibilities include:

- Compliance with the terms and conditions of City of Spring Lake Park Ordinance No. 430, as amended by Ordinance Nos. 434 and 436. These ordinances establish the PUD district under which the project is zoned.
- Requirement of development fees to be paid in the following amounts:
 - WAC fee (City) \$185,220
 - SAC fee (City) \$ 14,700
 - SAC fee (MCES) \$487,060
 - Park Dedication Fee (City) \$393,238
- Requirement to post a Letter of Credit in the amount of \$279,945 and a financial guaranty from Dominion Holdings I, LLC in the amount of \$279,945, for a total of \$559,890.
- Outlines the erosion control measures that must be undertaken prior to the start of site grading and how compliance with these requirements will be obtained.
- Specifies that the developer assumes full financial responsibility for any damage which may occur to public property as a result of activity by the developer, its contractors or subcontractors or assigns relating to the development of the project.
- Requirement to clean dirt and debris from the streets that has resulted from construction work under the site improvement plan and outlines process should the developer fail to do so.
- Requirement that developer provide and maintain various insurance coverages during the construction of the improvements
- Obligates the developer to make cash escrow payments in the amount of \$29,300 and requires the developer to make additional cash escrow payments if the escrow is insufficient. Any remaining escrow money will be returned to the developer once the project is complete.

- Responsibility of developer to obtain all applicable permits and sign required maintenance agreements for improvements.
- Acknowledges a traffic study was submitted and that there are no traffic mitigation measures required.
- Requires developer to maintain sanitary sewer, water, drainage facilities and sidewalk facilities. The sidewalk is open to the public.

Upon approval of the Site Development Agreement by the City Council and execution of the agreement by the City and Spring Lake Park Leased Housing Associates I, LLLP, the document will be recorded with Anoka County.

City Attorney Thames will be at the City Council meeting to answer any questions you may have about the development agreement. If you have any questions prior, please don't hesitate to contact me at 763-784-6491.

SITE DEVELOPMENT AGREEMENT

This Site Development Agreement, (“Agreement”) is made this ____ day of June, 2017 between Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership, with offices located at 2905 Northwest Boulevard. #150, Plymouth, Minnesota 55441 (“Developer”) and the City of Spring Lake Park, a Minnesota municipal corporation, with offices located at 1301 81st Avenue N.E., Spring Lake Park, Minnesota 55432 (“City”) and shall be effective if Developer closes on its purchase of the “Subject Property” (hereinafter defined).

WHEREAS, Developer is under contract to purchase or has purchased the following properties within the City of Spring Lake Park, totaling approximately 4.13 acres:

1066 County Highway 10 N.E., legally described as: Lots 2 through 9, inclusive, Block 1, Park Manor, according to the recorded plat thereof, Anoka County, Minnesota

1063 Manor Drive, legally described as: Lot 10, Block 1, Park Manor, according to the recorded plat thereof, Anoka County, Minnesota

1075 Manor Drive, legally described as: Lot 11, Block 1, Park Manor, according to the recorded plat thereof, Anoka County, Minnesota

Collectively described as:

Lots 2 through 11, Block 1, Park Manor, according to the recorded plat thereof,

Anoka County, Minnesota

(Subject Property)

WHEREAS, Developer is proposing to construct a 194-unit senior residential apartment complex of approximately 313,556 square feet in size on approximately 4.13 acres (the “Project”) on the Subject Property; and

WHEREAS, the City rezoned lots 2 through 9 of the Subject Property from Commercial to R-3 Multiple Family Residential on August 1, 2016; and

WHEREAS, the City rezoned lots 10 and 11 of the Subject Property from Commercial to R-3 Multiple Family Residential on November 7, 2016; and

WHEREAS, the City rezoned the Subject Property from R-3 Multiple Family Residential to PUD #2016-1, Planned Unit Development District on December 5, 2016; and

NOW, THEREFORE, the parties hereto agree as follows:

- 1) **Site Development.** Developer is hereby granted permission to construct an approximately 313,556 square foot 194-unit senior residential apartment complex on the Subject Property.
- 2) **Plans and Specifications.** Developer shall complete the construction in accordance with the final approved plans (collectively, the “Site Improvement Plan”) as more specifically set forth on Schedule 1 attached hereto.
- 3) **Ordinance No. 430.** Developer shall comply with the terms and conditions of Ordinance No. 430, adopted by the City on December 5, 2016 (and administratively corrected on January 17, 2017 by Ordinance No. 434 and further amended by Ordinance No. 436 on February 13, 2017).
- 4) **Financial Guarantees.** The attached **Exhibit B** outlines the financial requirements and guarantees of Developer, which shall be the exclusive responsibility of Developer. A Letter of Credit (the “LOC”) and a guaranty from Dominion Holdings I, LLC, a Minnesota limited liability company, which is an affiliate of Developer, (the “Guaranty”) in the amounts set forth on **Exhibit B** must be provided to and accepted by the City; and all required fees, costs and escrow amounts paid, before Developer commences any work on Subject Property. The City may draw upon the LOC and/or the Guaranty may be pursued in the event Developer fails to complete the public improvements identified in the Site Improvement Plan and on **Exhibit B**; additionally, the City may also draw upon the LOC and/or pursue the Guaranty to seek reimbursement for Developer’s failure to pay amounts due under this Agreement after the applicable notice and cure periods have run. Once the Project is complete and all amounts due hereunder have been paid, the LOC shall be released and the Guaranty shall be terminated. In addition to posting the

sureties contemplated above, Developer shall also provide an additional bond, letter of credit, or cash escrow chosen by Developer to the City, as indicated on **Exhibit B**, in an amount determined by the City (the "Maintenance Bond"). The Maintenance Bond shall be in a form approved by the City and shall remain outstanding for a period of twenty-four months after completion of the landscaping portion of the Site Improvement Plan, at which point the Maintenance Bond will be released and any unused portion will be returned to Developer .

5) **Erosion and Siltation Control.**

a. **Control Measures.** Before any grading is started under the Site Improvement Plan or related permit, all down gradient perimeter control measures as provided for in the Site Improvement Plan shall be installed. No final approval of the improvements authorized by the Site Improvement Plan (nor a final certificate of occupancy) shall be issued until all disturbed areas have been stabilized as provided for in the Site Improvement Plan. The LOC and the Guaranty shall guaranty the erosion control and grading work required in this paragraph.

b. **Unsatisfactory Conditions.** Developer shall be responsible for compliance with the approved erosion and sediment control (ESC) portion of the Site Improvement Plan. In the event the Developer fails to comply with the ESC requirements, the City shall give Developer telephonic and email notice of the nature of such failure in accordance paragraph 8. Developer shall correct such unsatisfactory condition described in the telephonic and email notice within three (3) business days after first receiving telephonic and email notice, or if the nature of such unsatisfactory condition is such that the same cannot reasonably be corrected within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to correct such unsatisfactory condition provided Developer promptly commences to correct such unsatisfactory condition and proceeds with diligence and continuity. During the term of this Agreement, if Developer fails to comply as provided above, then the City has the right to enter upon the Subject Property and correct said condition at Developer's expense. City shall be entitled to all of its reasonable costs and expenses of enforcing this paragraph of the Agreement, including, but not limited to, legal, fiscal and engineering costs. City may at its option invoice the said costs for direct payment from Developer. City reserves the right to invoice the said cost for direct payment from Developer and to withhold a final certificate of occupancy or final approval of the work provided for under the Site Improvement Plan, until City receives payment in full of its invoiced costs.

6) **Maintenance of Public Property Damaged or Clutter During Construction.** Developer agrees to assume full financial responsibility and to pay all costs for any damage which may occur to public property including, but not limited to, streets, street sub-base, base, bituminous surface, curb, utility systems including, but not limited to water main, sanitary sewer or storm sewer damaged or cluttered with debris (collectively, the "Public Property") when said damage occurs as a result of activity by the Developer, its contractors or

subcontractors or assigns relating to the development of the Subject Property as provided in the Site Improvement Plan. Notwithstanding the foregoing, nothing contained herein shall require Developer to improve any of the Public Property to a condition superior than the condition of said Public Property at the time of Developer's acquisition of the Subject Property ("Closing"). The City shall schedule an inspection of said Public Property with Developer and Developer's general contractor on or around the date of Closing and shall document the condition of said Public Property. In the event the Developer fails to maintain or repair the damaged Public Property, the City shall give Developer written notice of the nature of the default or damage in accordance with paragraph 8. Developer shall maintain or repair the damaged Public Property specified in the written notice within three (3) business days after first receiving written notice, or if the nature of such failure is such that the same cannot reasonably be maintained or repaired within said three (3) business day period, then Developer shall have such additional time as is reasonably necessary to complete such maintenance or repair provided Developer promptly commences to complete such maintenance or repair and proceeds with diligence and continuity. If Developer fails to maintain or repair the damaged Public Property as provided above, then the City may undertake such maintenance or repair. When the City undertakes such maintenance or repair, the Developer shall reimburse the City for all of its reasonable expenses within thirty (30) days after Developer has received an invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid or if the Developer is in default under the terms of this Agreement.

- 7) **Street Cleaning.** The Developer shall clean dirt and debris from streets that has resulted from construction work under the Site Improvement Plans by the Developer, its contractors, subcontractors, agents or assigns. The City will inspect the site not less than on a weekly basis and determine whether it is necessary to take additional measures to clean dirt and debris from the streets. In the event the Developer fails to clean dirt and debris from the streets, the City shall give Developer telephonic and email notice of the nature of such failure. Developer shall clean the dirt and debris from the streets described in the telephonic and email notice within one full business day after first receiving telephonic and email -notice, or if the nature of such failure is such that the same cannot reasonably be completed within one full business day, then Developer shall have such additional time as is reasonably necessary to complete such work provided Developer promptly commences to complete such work and proceeds with diligence and continuity. If Developer fails to complete such work as provided above, then the City may complete or contract to complete the clean-up of the streets at Developer's expense. When the City incurs any expense under the terms of this paragraph, the Developer shall reimburse the City for any reasonable costs the City incurred for such work within 30 days after Developer has received the City's invoice therefore. The Developer understands that no final certificate of occupancy shall be issued if an amount due hereunder remains unpaid.
- 8) **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be telephonic and email where indicated and shall be deemed delivered by confirmed receipt by recipient of a facsimile or e-mail, a widely recognized national overnight courier service, or upon receipt if mailed by United States registered or

certified mail, return receipt requested, postage prepaid and addressed to each party at its address as set forth below:

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

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

Developer: Spring Lake Park Leased Housing Associates I, LLLP
2905 Northwest Boulevard. #150
Plymouth, MN 55441
Attn: Owen Metz
Telephone: (763) 354-5618
Facsimile: (763) 354-5519
e-mail: ometz@dominiuminc.com

Copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, MN 55402
Attention: John D. Nolde
Telephone: (612) 604-6720
Facsimile: (612) 604-6800
e-mail: jnolde@winthrop.com

and: Aegon USA Realty Advisors, LLC
4333 Edgewood Road NE, MS 5553
Cedar Rapids, Iowa 52499
Attention: _____
Telephone: _____
Facsimile: _____
e-mail: _____

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

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

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

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

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

- 13) **Developer Responsible for Securing All Applicable Permits.** Developer shall be responsible for securing all applicable permits related to the project and shall provide a copy of the same to the City, upon request. This includes, but is not limited to, a Storm Water Pollution Prevention Plan, all applicable permits from the City, the Coon Creek Watershed District, the Minnesota Department of Health, the Minnesota Pollution Control Agency, and the Anoka Highway Department.
- 14) **Field Verification of Existing Storm Sewer.** Prior to beginning construction, Developer shall field verify the location, size, and elevations of existing storm sewer running northward under County Road 10 (identified as “approx. loc.” on drawings as of November 28, 2016).
- 15) **Snow Removal.** Developer shall comply with all snow removal requirements within Site Improvement Plan. Further, Developer shall review and update snow removal and snow storage requirements as necessary to ensure that snow removal and storage will not encroach on neighboring properties.
- 16) **Compliance with City’s Local Surface Water Plan.** Developer shall submit to the City drainage calculations and all other applicable evidence to demonstrate compliance with the City’s Surface Water Management Plan.
- 17) **Traffic Study Required.** Due to concerns about the impact on traffic from the Project and proposed Site Improvement Plan on adjacent streets as well as the intersection of Manor Drive and Able Street, Developer submitted a traffic study in form and detail acceptable to the City. The study evaluated the impact of the proposed development on the adjacent streets and on the intersection of Manor Drive and Able Street. Based on the traffic study, the City does not require any traffic mitigation measures.
- 18) **Final Plat Recording.** No construction on the project may be commenced until Developer has recorded the City approved final plat for the Project and provided proof of the same to the City.
- 19) **Sewer, Water, and Drainage Facilities On Site Considered Private, Developer to Maintain.** The parties agree that all sewer, water, and drainage facilities within the site shall be considered private facilities. The parties agree that the Developer shall be responsible for maintenance of these private facilities up to and including connection to the City main. Developer shall maintain all stormwater management infrastructure on the site in compliance with the Coon Creek Watershed maintenance agreement, referenced in paragraph 12 of this Agreement. Should Developer fail to maintain the sewer, water or drainage facilities, the City shall provide Developer with notice of this failure and a reasonable opportunity to cure. During the term of this Agreement, should Developer fail to cure the maintenance violation within the reasonable time provided by the City, Developer hereby consents to allow the City to enter the site and abate such violations. Developer further agrees that the City may then assess any and all costs of that abatement to the Subject Property, and Developer hereby waives any right of appeal to such an assessment, but such waiver is only of any right to appeal such an assessment.

- 20) **Sidewalk Maintenance.** In addition to all other maintenance obligations contained herein or within the Site Improvement Plan, Developer shall also be responsible for maintenance of the proposed sidewalk to be constructed within the right-of-way of County 10 Service Drive, Laddie Road, and Manor Drive. This sidewalk will be open to the public, but considered private for maintenance purposes and all maintenance will be the exclusive responsibility of Developer pursuant to a maintenance agreement with the City. This maintenance obligation includes, but is not limited to, snow removal and replacement of damaged panels.
- 21) **Amendment of Agreement.** This Agreement represents the entire agreement of the parties and may not be amended except in writing and executed by both parties.
- 22) **Agreement Effect.** This Agreement shall be binding upon and extend to the representatives, heirs, successors and assigns of the parties hereto. Notwithstanding anything to the contrary herein, this Agreement shall terminate once the Maintenance Bond is released and returned to Developer in accordance with paragraph 4 of this Agreement. However, Developer's indemnification obligations set forth in paragraph 32 of this Agreement shall survive termination of this Agreement.
- 23) **Incorporation of Recitals.** The recital paragraphs set forth at the beginning of this Agreement are incorporated as part of this Agreement as though fully set forth herein.
- 24) **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.
- 25) **Incorporation by Reference.** All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Agreement.
- 26) **Governing Law.** The laws of the State of Minnesota shall govern all issues relating to this Agreement.
- 27) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.
- 28) **Force Majeure.** If Developer shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of an event of Force Majeure, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. "Force Majeure" shall mean: flood, fire, tornado, earthquake or other casualty or natural disaster; war or national emergency; governmental moratoria, restrictions and limitations; injunctions or other similar legal actions related to the Subject Property; adverse weather conditions; strikes or other labor troubles; scarcity or unavailability of fuel, labor or materials; or any other cause beyond the reasonable control of Developer.

- 29) **Rights Cumulative.** Each right, power or remedy herein conferred on either party is cumulative in addition to every other right, power or remedy expressed or implied, now or hereafter arising, available to the City or Developer, at law or in equity, or under any other agreement, and each and every right, power or remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or Developer and it shall not be a waiver of the right to exercise it at any other time thereafter, or any other right, power or remedy.
- 30) **Severability.** In case any one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not, in any way, be affected or impaired thereby.
- 31) **Violation of Agreement.** In the event the Developer, or its successors or assigns, violates any of the covenants and agreements herein contained, unless this Agreement specifies a different amount of time, the City shall give Developer 30 days mailed notice thereof. If such default is not cured within the 30 day period, the City is hereby granted the right and privilege to declare the contract terminated. If the default cannot reasonably be cured within said 30 day period, and the Developer has given the City written notice of such fact, and if work on the cure in fact has been commenced within such 30 day period and the Developer is proceeding continuously and diligently in accomplishing the cure, the 30 day period shall be extended for an additional period necessary to cure the default but in no event shall the period be extended more than an additional 30 days. The initial 30 day notice period shall be deemed to run from the date of deposit in the United States mail. If the default continues after that period, the City may then, immediately, and without notice or consent of the Developer, use all of the deposited escrow funds, Letter of Credit or other surety funds to complete the Developer's obligations as set forth herein, whether or not related to escrow items and to bring legal action against the Developer to collect any sums due to the City pursuant to this Agreement.
- 32) **Indemnification.** The Developer shall indemnify, defend, and hold harmless the City, its officers, employees, agents and others acting on its behalf from any and all loss, damage, liability, cost, and expense of any kind whatsoever, including reasonable attorneys' fees, resulting from actions, claims, or proceedings brought, or any loss or damage of any type whatsoever, sustained by reason of non-compliance with this Agreement or due to the negligence or willful misconduct of the Developer, its officers, employees, or agents, or any other person or entity for whose acts or omissions constituting negligence or willful misconduct the Developer is legally responsible in conjunction with the Project.
- 33) **Attorneys' Fees.** The Developer shall pay the City reasonable attorneys' fees to be fixed by the Court in the event a suit or action is brought to enforce the terms of this Agreement.

[signature pages follow]

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

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

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

Its: General Partner

Date _____

By: _____
Mark S. Moorhouse

Its: Senior Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Mark S. Moorhouse the Senior Vice President of Spring Lake Park Leased Housing Associates I, LLC, a Minnesota limited liability company, the General Partner of Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability partnership, on behalf of the limited liability limited partnership.

Notary Public

Schedule 1

Sheet C2-1	Site Plan	[6/2/17]
Sheet C3-1	Grading Plan	[6/2/17]
Sheet C4-1	Utility Plan	[6/2/17]
Sheet L-100	Site Landscape Plan	[6/2/17]

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LOUCKS PROJECT NO. 16350.00

PROJECT TITLE
THE LEGENDS OF SPRING LAKE PARK

OWNER/DEVELOPER

DOMINIUM

ISSUE #	DATE	DESCRIPTION
1	10/07/2016	PUD SUBMITTAL
2	10/17/2016	CITY SUBMITTAL
3	04/12/2017	CITY WATERSHED SUBMITTAL
4	05/10/2017	CITY WATERSHED RESUBMITTAL
5	05/31/2017	CITY WATERSHED RESUBMITTAL

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

PJ Disch, PE

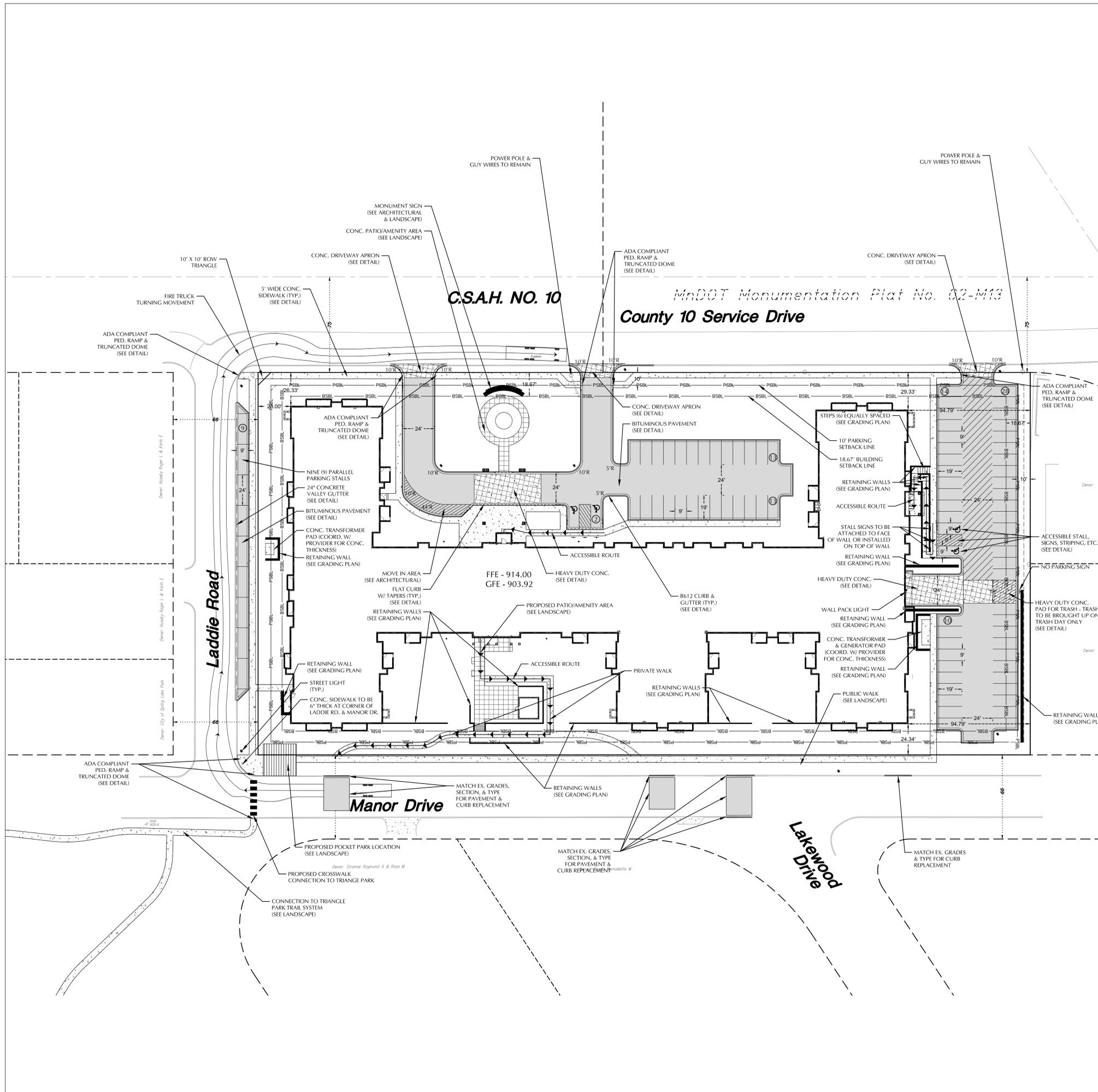
49933	XX/XX/17
License Number	Date
DATE	05/31/17
DRAWN BY	SRT
CHECKED BY	PJD
COMMISSION NUMBER	xxxx-xx

SHEET TITLE

SITE PLAN

SHEET NUMBER

C2-1



EXISTING	CIVIL LEGEND	PROPOSED
○	SANITARY MANHOLE	●
○	STORM MANHOLE	●
○	CATCH BASIN	●
○	GUY WIRE	○
○	HYDRANT	○
○	GATE VALVE	○
○	POST INDICATOR VALVE	○
○	LIGHT POLE	○
○	POWER POLE	○
○	SIGN	○
○	BENCHMARK	○
○	SOIL BORINGS	○
○	WATER MANHOLE	○
○	TELEPHONE MANHOLE	○
○	UTILITY MANHOLE	○
○	ELECTRIC MANHOLE	○
○	WATER SERVICE	○
○	HANDICAP PARKING	○
○	DIRECTION OF FLOW	○
○	SPOT ELEVATION	○
○	CONTOURS	○
○	SANITARY SEWER	○
○	STORM SEWER	○
○	WATERMAIN	○
○	FORZEMAN	○
○	DRAIN TILE	○
○	SET FENCE CURB & GUTTER	○
○	TRIE LINE	○
○	EASEMENT LINE	○
○	SETBACK LINE	○
○	FENCE LINE	○
○	UNDERGROUND TELE	○
○	UNDERGROUND GAS	○
○	OVERHEAD UTILITY	○
○	UNDERGROUND FIBER OPTIC	○
○	UNDERGROUND ELECTRIC	○
○	UNDERGROUND CABLE TV	○
○	PROPERTY LINE	○
○	CONIFEROUS TREE	○
○	DECIDUOUS TREE	○
○	PARKING COUNTS	○

SITE PLAN LEGEND

○	CONCRETE SIDEWALK
○	BITUMINOUS PAVEMENT
○	CONCRETE PAVEMENT

SITE DATA

CURRENT ZONING: C-2
 PROPOSED ZONING: PUD
 PARKING SETBACK: 10'
 BUILDING SETBACK: 18.67'
 PROPERTY AREA: 4.132 AC
 EXISTING IMPERVIOUS AREA: 1.412 AC (34.2%)
 PROPOSED IMPERVIOUS AREA: 2.557 AC (61.9%)

SITE NOTES

- ALL PAVING, CONCRETE CURB, GUTTER AND SIDEWALK SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE DETAILS SHOWN PER THE DETAIL SHEETS AND STATE/LOCAL JURISDICTION REQUIREMENTS.
- ACCESSIBLE PARKING AND ACCESSIBLE ROUTES SHALL BE PROVIDED PER CURRENT ADA STANDARDS AND LOCAL/STATE REQUIREMENTS.
- ALL CURB DIMENSIONS SHOWN ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF WALL UNLESS OTHERWISE NOTED.
- TYPICAL FULL SIZED PARKING STALL IS 9' X 19' WITH A 24' WIDE TWO WAY DRIVE UNLESS OTHERWISE NOTED.
- ALL CURB RADII SHALL BE 3.0' UNLESS OTHERWISE NOTED.
- BITUMINOUS IMPREGNATED FIBER BOARD TO BE PLACED AT FULL DEPTH OF CONCRETE ADJACENT TO EXISTING STRUCTURES AND BEHIND CURB ADJACENT TO DRIVEWAYS AND SIDEWALKS.
- SEE SITE ELECTRICAL PLAN FOR SITE LIGHTING.

OFF-STREET PARKING CALCULATIONS

PROPOSED PARALLEL PARKING STALLS = 9 STALLS
 PROPOSED REGULAR PARKING STALLS = 74 STALLS
 PROPOSED ACCESSIBLE PARKING STALLS = 4 STALLS
PROPOSED TOTAL PARKING PROVIDED = 87 STALLS

ACCESSIBLE PARKING

EXISTING ACCESSIBLE PARKING: 0 STALLS
 REMOVED ACCESSIBLE PARKING: 0 STALLS
 PROPOSED ACCESSIBLE PARKING: 4 STALLS
 TOTAL: 4 STALLS

REQUIRED ACCESSIBLE PARKING: 4 STALLS**

**REQUIRED MINIMUM NUMBER OF ACCESSIBLE SPACES FOR 76 TO 100 STALLS



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 TWIN CITY AREA: 651-454-0002
 TOLL FREE: 1-800-252-1166

WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND / OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

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LOUCKS PROJECT NO. 16350.00

PROJECT TITLE

**THE LEGENDS
OF SPRING
LAKE PARK**

OWNER/DEVELOPER



ISSUE #	DATE	DESCRIPTION
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**NOT FOR
CONSTRUCTION**

CERTIFICATION

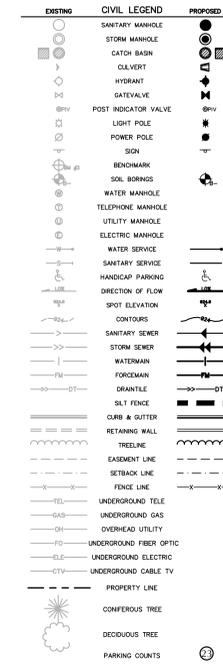
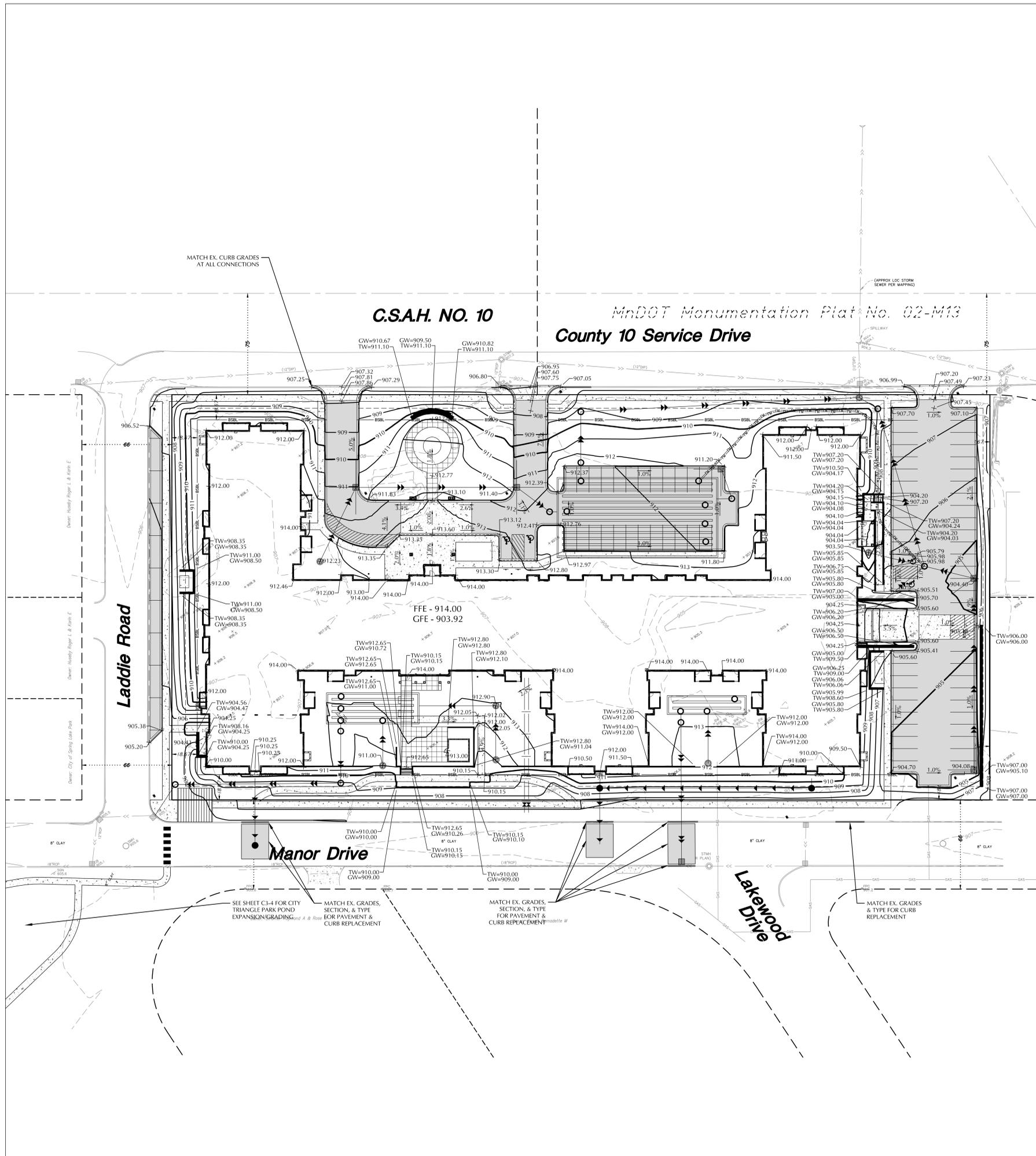
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

P.J. Disch, PE	
49933	XX/XX/17
License Number	Date
DATE	05/31/17
DRAWN BY	SRT
CHECKED BY	PJD
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SHEET TITLE	

**GRADING
PLAN**

SHEET NUMBER

C3-1



- SPOT ELEVATIONS REPRESENT FINISHED SURFACE GRADES, CUTTER/FLOW LINE, FACE OF BUILDING, OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- CATCH BASINS AND MANHOLES IN PAVED AREAS SHALL BE SLUMPED 0.04 FEET. ALL CATCH BASINS IN GUTTERS SHALL BE SLUMPED 0.16 FEET. RIM ELEVATIONS SHOWN ON PLANS DO NOT REFLECT SLUMPED ELEVATIONS.
- ALL DISTURBED UNPAVED AREAS ARE TO RECEIVE MINIMUM OF 4 INCHES OF TOP SOIL AND SEED/MULCH OR SOIL. THESE AREAS SHALL BE WATERED/MAINTAINED BY THE CONTRACTOR UNTIL VEGETATION IS ESTABLISHED.
- FOR SITE RETAINING WALLS "TW" EQUALS SURFACE GRADE AT TOP FACE OF WALL (NOT TOP OF WALL), "GW" EQUALS SURFACE GRADE AT WALL GRADE TRANSITION, AND "BV" EQUALS SURFACE GRADE AT BOTTOM FACE OF WALL (NOT BOTTOM OF BURIED WALL COURSES).
- STREETS MUST BE CLEANED AND SWEEPED WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS. A REGULAR SWEEPING SCHEDULE MUST BE ESTABLISHED.
- DUST MUST BE ADEQUATELY CONTROLLED.
- SEE SWPPP FOR ADDITIONAL EROSION CONTROL NOTES AND REQUIREMENTS.
- SEE UTILITY PLANS FOR WATER, STORM AND SANITARY SEWER INFORMATION.
- SEE SITE PLAN FOR CURB AND BITUMINOUS TAPER LOCATIONS.
- SEE LANDSCAPE PLAN FOR FINAL SITE STABILIZATION.



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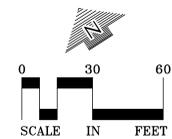
P.J. Disch, PE	
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SHEET TITLE	

SANITARY SEWER & WATERMAIN PLAN

SHEET NUMBER

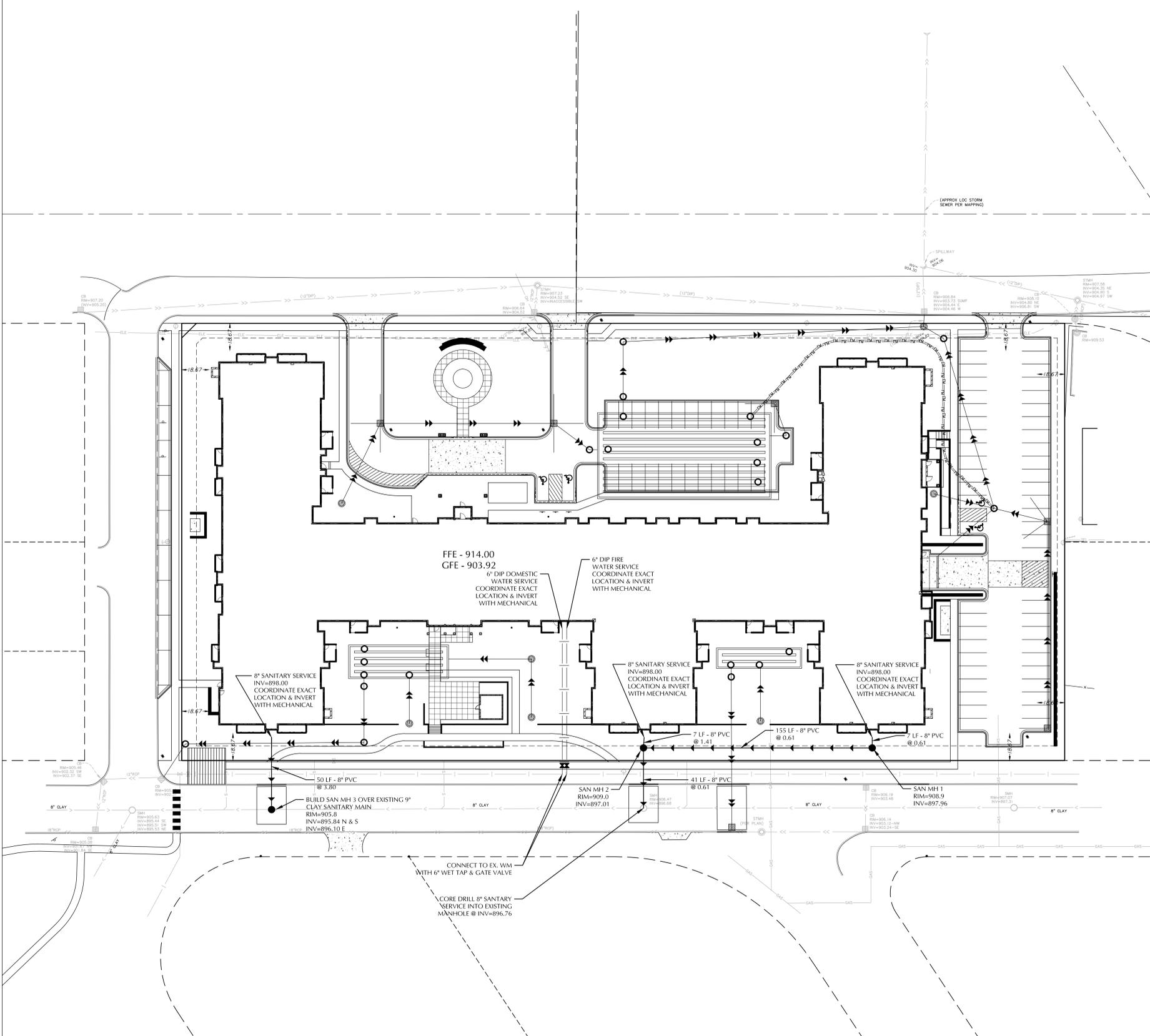
C4-1

EXISTING	CIVIL LEGEND	PROPOSED
○	SANITARY MANHOLE	●
○	STORM MANHOLE	○
○	CATCH BASIN	○
○	GLYPH	○
○	HYDRANT	○
○	GATE VALVE	○
○	POST INDICATOR VALVE	○
○	LIGHT POLE	○
○	POWER POLE	○
○	SIGN	○
○	BENCHMARK	○
○	SOIL BENCHMARK	○
○	WATER MANHOLE	○
○	TELEPHONE MANHOLE	○
○	UTILITY MANHOLE	○
○	ELECTRIC MANHOLE	○
○	WATER SERVICE	○
○	SANITARY SERVICE	○
○	HANDICAP PARKING	○
○	DIRECTION OF FLOW	○
○	SPOT ELEVATION	○
○	CONTOURS	○
○	SANITARY SEWER	○
○	STORM SEWER	○
○	WATERMAIN	○
○	FORCE MAIN	○
○	DRAIN TILE	○
○	SILT FENCE	○
○	CURB & GUTTER	○
○	RETAINING WALL	○
○	TREELINE	○
○	EASEMENT LINE	○
○	SETBACK LINE	○
○	FENCE LINE	○
○	UNDERGROUND TELE	○
○	UNDERGROUND GAS	○
○	OVERHEAD UTILITY	○
○	UNDERGROUND FIBER OPTIC	○
○	UNDERGROUND ELECTRIC	○
○	UNDERGROUND CABLE TV	○
○	PROPERTY LINE	○
○	CONIFEROUS TREE	○
○	DECIDUOUS TREE	○
○	PARKING COUNTS	○



UTILITY NOTES

- ALL SANITARY SEWER, STORM SEWER AND WATERMAIN UTILITIES SHALL BE FURNISHED AND INSTALLED PER THE REQUIREMENTS OF THE SPECIFICATIONS, THE MINNESOTA PLUMBING CODE, THE LOCAL GOVERNING LIMIT, AND THE STANDARD UTILITIES SPECIFICATION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA (CEAM), 2013 EDITION.
- ALL UTILITY PIPE BEDDING SHALL BE COMPACTED SAND OR FINE GRANULAR MATERIAL. ALL COMPACTION SHALL BE PERFORMED PER THE REQUIREMENTS OF THE CEAM SPECIFICATION.
- ALL CONNECTIONS TO EXISTING UTILITIES SHALL BE PERFORMED PER THE REQUIREMENTS OF THE STATE AND LOCAL JURISDICTIONS. THE CITY DEPARTMENT OF ENGINEERING AND BUILDING INSPECTIONS DEPARTMENT AND THE CONSTRUCTION ENGINEER MUST BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY WORK WITHIN THE PUBLIC RIGHT OF WAY, OR WORK IMPACTING PUBLIC UTILITIES.
- ALL STORM SEWER, SANITARY SEWER AND WATER SERVICES SHALL TERMINATE 5' FROM THE BUILDING FACE UNLESS OTHERWISE NOTED.
- A MINIMUM OF 18 INCHES OF VERTICAL SEPARATION AND 10 FEET OF HORIZONTAL SEPARATION IS REQUIRED FOR ALL UTILITIES UNLESS OTHERWISE NOTED.
- ALL NEW WATERMAIN AND SERVICES MUST HAVE A MINIMUM OF 8.0 FEET OF COVER. EXTRA DEPTH MAY BE REQUIRED TO MAINTAIN A MINIMUM 18" VERTICAL SEPARATION TO SANITARY OR STORM SEWER LINES. THE CONTRACTOR SHALL FIELD ADJUST WATERMAIN TO AVOID CONFLICTS WITH SANITARY SEWER, STORM SEWER, AND SERVICES AS REQUIRED. INSULATION OF WATER AND SANITARY SEWER LINES SHALL BE PROVIDED WHERE 8.0 FEET MINIMUM DEPTH CANNOT BE ATTAINED.
- ALL FIRE HYDRANTS SHALL BE LOCATED 5 FEET BEHIND BACK OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- ALL SANITARY SEWER WYES, TEES AND SERVICES SHALL BE SCH. 40 PVC.
- ALL PORTIONS OF THE STORM SEWER SYSTEM, INCLUDING CATCH BASINS, LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820.
- ALL JOINTS AND CONNECTIONS IN THE STORM SEWER SYSTEM SHALL BE GASTIGHT OR WATERTIGHT (SEE MINNESOTA RULES, PART 4715.0700). APPROVED RESILIENT RUBBER JOINTS MUST BE USED TO MAKE WATERTIGHT CONNECTIONS TO MANHOLES, CATCHBASINS, AND OTHER STRUCTURES.
- HIGH-DENSITY POLYETHYLENE (HDPE) STORM DRAINS MUST COMPLY WITH MINNESOTA RULES, PART 4715.0540:
 - PIPES 4-INCH TO 10-INCH IN SIZE MUST COMPLY WITH AASHTO M252.
 - PIPES 12-INCH TO 60-INCH IN SIZE MUST COMPLY WITH ASTM F2306.
 - ALL FITTINGS MUST COMPLY WITH ASTM D3212.
 - WATER-TIGHT JOINTS MUST BE USED AT ALL CONNECTIONS INCLUDING STRUCTURES.

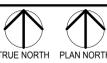


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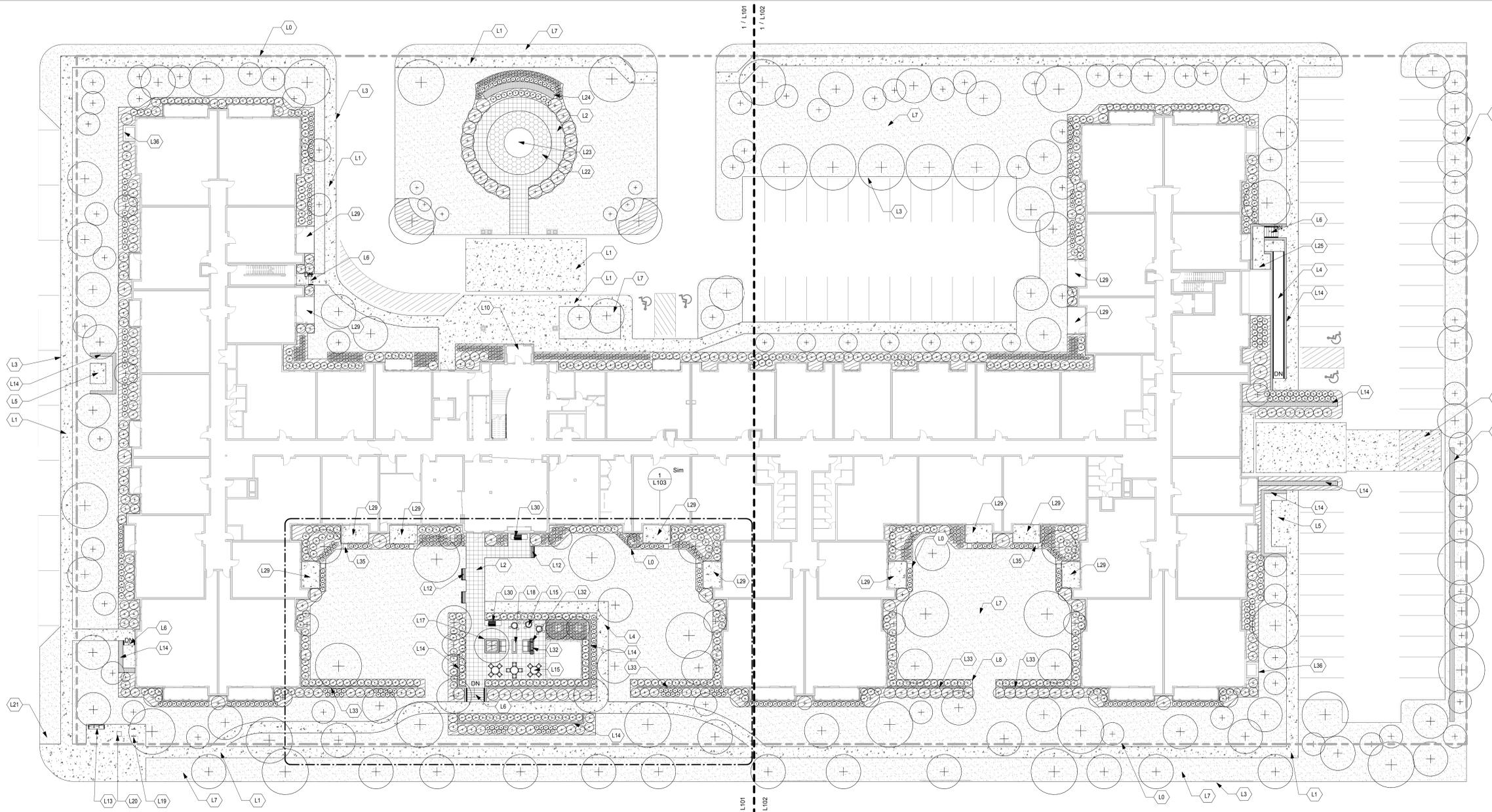
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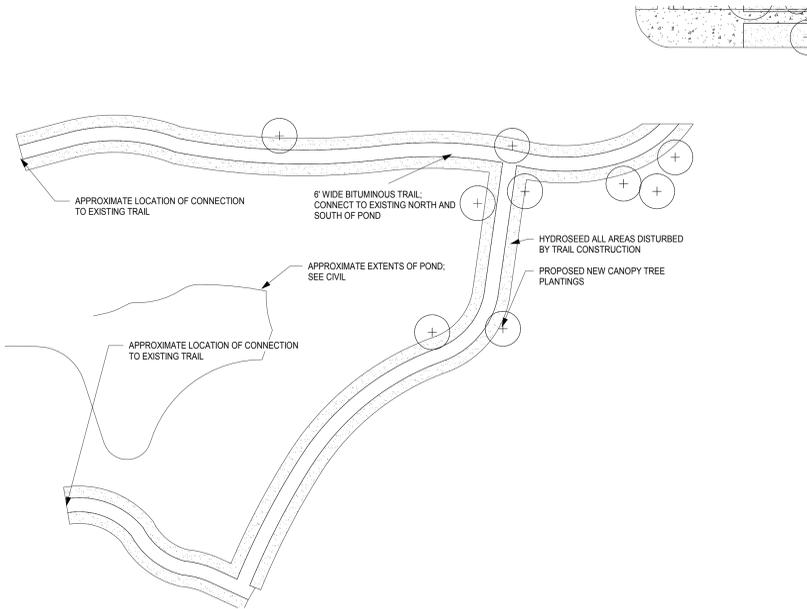


ISSUE #	DATE	DESCRIPTION
L100	05/31/2017	CITYWATERSHED RESUBMITTAL

Brady Halverson	
License Number	Date
SB	05-31-2017
DRAWN BY	SB
CHECKED BY	BH
COMMISSION NUMBER	1393.110



1 SITE PLAN
L100 1" = 20'-0"

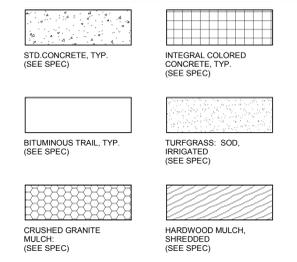


2 SITE PLAN WATERSHED CONDE PARK
L100 1" = 30'-0"

KEY NOTES:

- L0 PROPERTY LINE
- L1 C.I.P. CONCRETE WALKWAYS, TYP.: SEE CIVIL
- L2 C.I.P. COLORED CONC.: SEE ARCH. FOR STOOP/WALK CONNECTION DETAIL; LIQUID INTEGRAL COLOR "SPLIT ROCK CPC142L" BY GEMSTONE
- L3 CURB LINE, SEE CIVIL
- L4 C.I.P. SLOPED WALK (5% SLOPE)
- L5 MECHANICAL EQUIPMENT PADS, SEE CIVIL
- L6 C.I.P. CONCRETE STAIR, TYP. SEE 31.300
- L7 TURFGRASS, SOD, IRRIGATED TYP.
- L8 STEEL EDGING BETWEEN TURF AND PLANTING BED TYP.: SEE 6L300
- L9 RESIDENT ENTRANCE/EXIT
- L10 BENCH (3); LANDSCAPE FORMS "HARPO"; BACKED, END ARMS, JARRAH WIDE WOOD SLATS; 69" L; SURFACE MOUNTED
- L11 BENCH (1); LANDSCAPE FORMS "STRATA BEAM BENCH"; BACK WITH ALL ARMS, 80" L; SURFACE MOUNTED
- L12 RETAINING WALL; SEE CIVIL
- L13 OUTDOOR DINING TABLE, FFE BY OWNER
- L14 RAISED LIMESTONE BLOCK PLANTER SEE XL3XX
- L15 FIRE PIT; PALFORM "ROBATA"; 6' X 2' X 12 3/8" H; NATURAL GAS W/ ELECTRONIC IGNITION; PROVIDE TIMER SWITCH (SEE ELEC.); COLOR "CHARCOAL"; TOPPING MEDIA "RIVER ROCKS"; INSTALLED PER MANUFACTURER'S REC.
- L16 BIKE RACK; "EMERSON" BY LANDSCAPE FORMS, SURFACE MOUNT (2 TOTAL UNITS)
- L17 "DERO" BIKE FIXIT STATION, STAINLESS SILVER FINISH
- L18 STREET LIGHT LOCATIONS, SEE ELEC.
- L19 CRUSHED GRAVEL SURFACING, KAPKA "STABILIZED PATHWAY MIX"; 1/4" MINUS "IMPERIAL GRAY GRANITE" COLOR
- L20 LOCATION FOR ART SCULPTURE, TBD
- L21 PROPOSED MONUMENT SIGN; SEE LX13XX
- L22 PEDESTRIAN GARAGE ACCESS; SEE ARCH.
- L23 TRASH STAGING AREA
- L24 UNIT WALK OUT PATIOS; SEE ARCH.
- L25 CUSTOM GRILL STATION (X2); WEBER GENESIS E-310 BLACK FINISH; SEE 7L300
- L26 FREESTANDING PLANTER WITH SUBSURFACE IRRIGATION CONNECTION; "WILLSHIRE TALL SQUARE" BY TOWNESOL, WRTWGR2T-2400 24" SQ. X 48" H; MFP IRON FINISH (2 TOTAL UNITS)
- L27 DRY LAID BLOCK WALL, 2' 6" T; STONE TO MATCH BUILDING
- L28 24" SQUARE STEPPER STONE PAVER; TECTURA "ULTRAFACE" UF-25
- L29 BUILDING AREA WELL; SEE ARCH.

GRAPHIC LEGEND:



NOT FOR CONSTRUCTION

Exhibit “B”

See Attached

Exhibit B - Dominion Senior Residential Apartment Complex - Lots 2-11, Block 1, Park Manor

Acres:	4.13
WAC/SAC Units:	196
Park Dedication Units:	194
Lots:	10

Number of SAC units to be determined b

I. Platting and Related Costs/Fees Owed:	Cost Per Acre/Unit/Lot	Cash	Notes
A. WAC fee <input type="checkbox"/>	945.00	<input type="checkbox"/> 15,220.00	per unit
B. SAC fee <input type="checkbox"/> MCES <input type="checkbox"/>	2,415.00	<input type="checkbox"/> 47,060.00	per unit
C. SAC fee <input type="checkbox"/> City <input type="checkbox"/>	75.00	<input type="checkbox"/> 14,700.00	per unit
E. Par <input type="checkbox"/> Dedication	2,027.00	<input type="checkbox"/> 393,231.00	per unit
Total Commerical Fees <input type="checkbox"/>	5,532.00	\$ 1,080,218.00	

Improvement Related Costs:	Cash	Notes
A. Administrative	\$ 8,400.00	<input type="checkbox"/> of Constr-public improvements

II.	Letter of Credit (LOC) and Guaranty (50/50)	Cash Escrow	Notes
B. Engineering			
Stantec - Onsite Field Inspection	<input type="checkbox"/>	10,000.00	City Engineer - contract
Stantec - Plan Review	<input type="checkbox"/>	5,000.00	City Engineer - contract
Watershed Permit Fee	<input type="checkbox"/>	-	Developers Cost - Direct to CCWD
C. Environmental			
D. Legal	<input type="checkbox"/>	3,000.00	City Attorney - contract
E. Planning	<input type="checkbox"/>	1,000.00	City Planner
F. Finance	<input type="checkbox"/>	-	City not financing
G. Site cleanup escrow	<input type="checkbox"/>	-	
H. Construction			
1 WCA/Mitigation - credits	N/A		
2 Site - grading	\$ 8,260.00		\$2,000/acre
3 Landscaping	50,000		
4 Erosion Control	<input type="checkbox"/> 10,000.00		
5 Lighting	N/A		
6 Site and Building Signage	N/A		
7 Pocket Par <input type="checkbox"/> Installation at Manor Dr/Laddie Rd	<input type="checkbox"/> 15,000		<i>public improvement</i>
<input type="checkbox"/> Improvements to Triangle Par <input type="checkbox"/>	50,000		<i>public improvement</i>
9 Sidewal <input type="checkbox"/> Installation and Maintenance	50,000		<i>public improvement</i>
10 Traffic Study	0		
11 Site Restoration	<input type="checkbox"/> 25,000		
12 Street Improvements - patching	<input type="checkbox"/> 30,000		<i>public improvement</i>
13 Utility Improvements - storm sewer	<input type="checkbox"/> 100,000		<i>public improvement</i>
14 Utility Improvements - water main	<input type="checkbox"/> 15,000		<i>public improvement</i>
15 Sanitary Sewer	20,000		<i>public improvement</i>
Improvement Subtotals <input type="checkbox"/>	\$ 373,260.00	\$ 19,000.00	

LOC/Escrow/Fees required:	LOC and Guaranty*	Cash	
A. Letter of Credit <input type="checkbox"/> LOC <input type="checkbox"/>	\$ 279,945.00		75 <input type="checkbox"/> of LOC and Guaranty Subtotal
B. Dominion Holdings I, LLC Financial Guaranty	\$ 279,945.00		75 <input type="checkbox"/> of LOC and Guaranty Subtotal
C. Cash Escrow		\$ 20,900.00	110 <input type="checkbox"/> of Cash Escrow Subtotal
D. Fees		\$ 1,080,218.00	
E. Administrative		\$ 8,400.00	
Total LOC, Guaranty and Cash required <input type="checkbox"/>	\$ 559,890.00	\$ 1,109,518.00	

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

13561909v4



Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: June 14, 2017

Subject: Utility and Sidewalk Access and Maintenance Agreement

Included with this memorandum is the Utility and Sidewalk Access and Maintenance Agreement between the City of Spring Lake Park and Spring Lake Park Leased Housing Associates I, LLLP.

This agreement provides the developer with access to the City's right-of-way for construction of a sidewalk on the property. The sidewalk is available for use by the general public. The developer agrees to maintain and repair the sidewalk, as well as plow and maintain the sidewalk.

The agreement also states that the sanitary sewer, water, and storm sewer infrastructure within the site, up to and including the connection to the City main, are considered private facilities. The developer is responsible for all maintenance. The agreement spells out the process to ensure a maintenance issue is corrected if the developer fails to cure a maintenance violation.

The agreement also requires the developer and its successors to indemnify, hold the City harmless and defend the City from any loss, claims, damages, actions, lawsuits, costs of expenses related to the developer's failure to fulfil its maintenance obligations under the agreement.

City Attorney Thames will be at the meeting to answer any questions you may have regarding this agreement. If you have any questions in advance of the meeting, please don't hesitate to contact me at 763-784-6491.

[space above reserved for recording information]

UTILITY AND SIDEWALK ACCESS AND MAINTENANCE AGREEMENT

This Utility and Sidewalk Access and Maintenance Agreement (this “Agreement”) is made this ____ day of _____, 2017, (“Effective Date”) by and among Spring Lake Park Leased Housing Associates I, LLLP, a Minnesota limited liability limited partnership (“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”);

B. City is the fee owner of those certain publically traveled rights-of-way, known as (i) County 10 Service Drive, (ii) Laddie Road, and (iii) Manor Drive, in the City of Spring Lake Park Minnesota, identified on the survey attached to this Agreement as Exhibit B (“City Right of Way”);

C. Developer plans to construct a sidewalk in the City Right of Way (“Sidewalk”) and sanitary sewer, water, and drainage facilities and infrastructure (“Developer’s Utilities”) on the Developer Parcel and in the City Right of Way, in accordance with site plans approved by the City; and

D. Developer and City want to enter into this Agreement for the purposes of providing Developer access to the City Right of Way and describing the Developer’s continuing maintenance obligations regarding the Sidewalk and Developer’s Utilities.

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. **Sidewalk Use and Access.** The Sidewalk shall be available for non-exclusive pedestrian ingress and egress by the general public. City hereby grants a non-exclusive

permanent easement to Developer, its contractors, subcontractors, agents, and successors and assigns on to the City Right of Way for the purposes of ingress, egress, and access to the Sidewalk, which includes ingress and egress for construction related activities and the maintenance obligations described in Section 2 of this Agreement.

2. **Maintenance of Sidewalk.** Developer agrees to maintain and repair the Sidewalk, and otherwise plow and maintain the Sidewalk as required for the intended use of the Sidewalk as set forth herein. This maintenance obligation includes, but is not limited to, snow removal, obstruction removal, and replacement of damaged panels. Developer also agrees to cut, trim, or remove from the Sidewalk trees, shrubs, or other vegetation or improvements as in Developer's reasonable judgment are unreasonably interfering with the use of the Sidewalk. Developer shall be liable for any and all costs and expenses associated with maintaining and repairing the Sidewalk.

3. **Maintenance of Developer's Utilities and City Access.** Developer acknowledges, and the parties agree, that all sanitary sewer, water, and drainage facilities and infrastructure within the site plan approved by the City are considered private facilities and infrastructure. Developer agrees that Developer shall be responsible for these private facilities and infrastructure up to and including connection of the same to the City main. Developer shall maintain all stormwater management infrastructure on the site in compliance with the maintenance agreement between Developer and the Coon Creek Watershed District. Should Developer fail to maintain Developer's Utilities, the City shall provide Developer with notice of this failure and a reasonable opportunity to cure. Should Developer fail to cure the maintenance violation within the reasonable period of time provided by the City, Developer hereby consents to allow the City to enter the Developer Parcel and grants access to any facilities or infrastructure located there or in the City Right of Way to abate such violations. Developer further agrees that the City may then assess any and all costs of that abatement to the Developer Parcel, and Developer hereby waives any right of appeal to such an assessment, but such waiver is only of any right to appeal such an assessment.

4. **Indemnification.** Developer, and its successors and assigns, agrees to indemnify, hold harmless and defend the City, from any loss, claims, damages, actions, lawsuits, costs or expenses, including reasonable attorneys' fees arising from or directly related to Developer's failure to fulfill its maintenance obligations under this Agreement, unless such damages are the result of the City's negligence or willful misconduct.

5. **Notices.** Any notice required or permitted hereunder shall be given by personal delivery upon an authorized representative of a party hereto; or if mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by facsimile copy followed by mailed notice; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Developer:	Spring Lake Park Leased Housing Associates I, LLLP 2905 Northwest Blvd., Suite 150 Plymouth, Minnesota 55441 Attention: Mark S. Moorhouse and Owen Metz
------------------	--

With a Copy to: Winthrop & Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: John D. Nolde, Esq.

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

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

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

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.

13675688v3

[Signature Pages to follow.]

EXHIBIT A

(Legal Description – Developer Parcel)

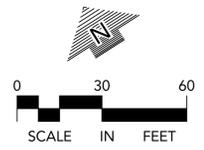
Lots 2-11, Block 1, Park Manor Addition, according to the recorded plat thereof, Anoka County, Minnesota.

EXHIBIT B

(Survey – Attached)

C.S.A.H. NO. 10
(Publicly Traveled Roadway)

MnDOT Monumentation Plat No. 02-M13
County 10 Service Drive



THE LEGENDS OF SPRING LAKE PARK

1066 COUNTY HIGHWAY 10
SPRING LAKE PARK, MN

DOMINIUM DEVELOPMENT AND ACQUISITIONS, LLC

2905 NORTHWEST BLVD. SUITE 150
PLYMOUTH, MN 55441

LOUCKS

PLANNING
CIVIL ENGINEERING
LAND SURVEYING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL

7200 Hemlock Lane, Suite 300
Maple Grove, MN 55369
763.424.5505
www.louckscinc.com

CADD QUALIFICATION

CADD files prepared by the Consultant for this project are the property of the Consultant. These CADD files shall not be used on other projects for additions to this project, or for completion of this project by others without written approval by the Consultant. With the Consultant's approval, others may be permitted to obtain copies of the CADD drawing files for information and reference only. All intentional or unintentional revisions, additions, or deletions to these CADD files shall be made at the full risk of that party making such revisions, additions or deletions and that party shall hold harmless and indemnify the Consultant from any & all responsibilities, claims, and liabilities.

SUBMITTAL/REVISIONS

07/26/16	SURVEY ISSUED
08/25/16	ZONING LETTER
11/01/16	ADDED LOTS 10 & 11
04/11/17	UPDATED UTILITIES & REVISED FENCE
05/22/17	UPDATE CERTIFICATION

PROFESSIONAL SIGNATURE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

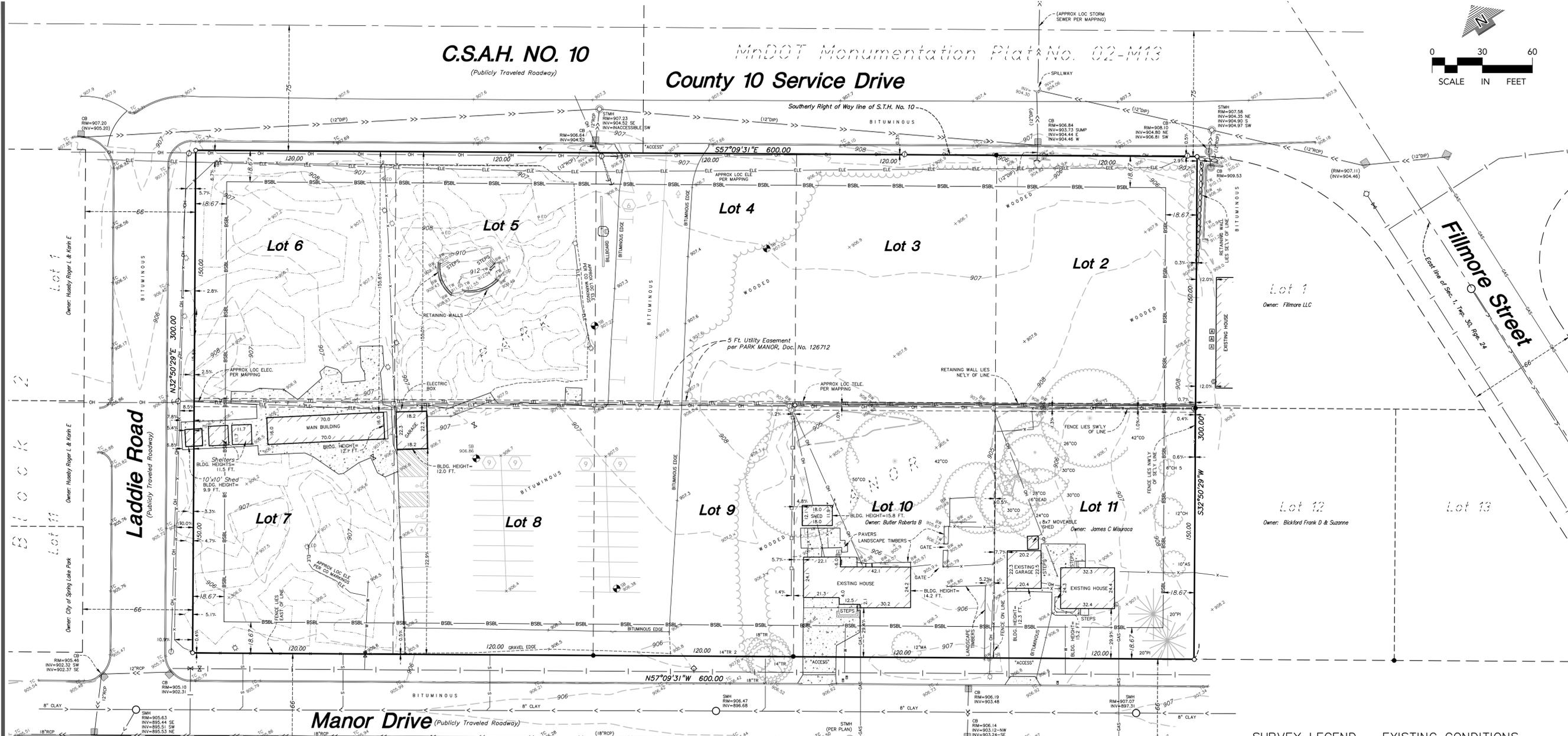
Max L. Stanislawski
License No. 48988
Date 07/26/16

QUALITY CONTROL

Loucks Project No. 16350
Project Lead HDN
Drawn By KMM
Checked By JLS
Field Checked SFH, DMP, MJD



ALTA/NSPS LAND TITLE SURVEY



SURVEY LEGEND - EXISTING CONDITIONS

○ CATCH BASIN	□ LIGHT POLE	— STORM SEWER
● STORM MANHOLE	▭ SIGN	— SANITARY SEWER
⊙ STORM BEEHIVE	▭ A/C UNIT	— WATERMAIN
○ SANITARY MANHOLE	⊙ GAS METER	— SANITARY SERVICE
⊕ HYDRANT	⊙ ELECTRIC METER	— WATERMAIN SERVICE
⊗ GATE VALVE	✓ FLAG POLE	— UNDERGROUND ELECTRIC
▭ TELEPHONE PEDESTAL	○ GUARD POST	— UNDERGROUND GAS
⊕ POWER POLE	⊙ MAIL BOX	— UNDERGROUND TELEPHONE
— GUY WIRE	⊙ ROOF DRAIN	— OVERHEAD UTILITY
▭ TOP/BOTTOM WALL	⊙ ELECTRIC OUTLET	— CHAIN LINK FENCE
TC TOP CURB	⊙ SPOT ELEVATION	— WOOD FENCE
CC CURB CUT	⊙ SOIL BORING	— CONCRETE CURB
○ DENOTES 1/2 INCH X 14 INCH IRON MONUMENT SET, MARKED "LS 48988"	● DENOTES 1/2 INCH OPEN IRON MONUMENT FOUND UNLESS OTHERWISE SHOWN	— RETAINING WALL
● DENOTES FOUND PINCH TOP IRON		— TREE LINE
		— CONCRETE
		— CONTOUR
		— MINI GOLF CONCRETE EDGE

CERTIFICATION

To Dominion Acquisition, LLC; JPH Enterprises, Incorporated; Roberts Bobbi Butler; James C. Misuraca; Citibank, N.A., and its successors and/or assigns, as their interests may appear; Fannie Mae, Citibank, N.A., and their respective successors and/or assigns, as their interests may appear; Federal Home Loan Mortgage Corporation, Citibank, N.A., and their respective successors and/or assigns, as their interests may appear; Transamerica Affordable Housing, Inc., and any of its affiliates, successors or assigns; Commercial Partners Title, LLC and Old Republic National Title Insurance Company.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1 - 4, 6(a), 6(b), 7(a), 7(b)(1), 7(c), 8, 9, 11-13 and 16-19 of Table A thereof. The field work was completed on May 16, 2016.

Date of Plat or Map: May 22, 2017

Max L. Stanislawski
Max L. Stanislawski, PLS
Minnesota License No. 48988
mstanislawski@louckscinc.com



DESCRIPTION OF PROPERTY SURVEYED
(Per Schedule A of the herein referenced Title Commitments)

Lots 2 through 9, inclusive, Block 1, Park Manor, according to the recorded plat thereof, Anoka County, Minnesota. Abstract Property.
AND
Lot 10, Block 1 Park Manor, according to the recorded plat thereof, Anoka County, Minnesota. Abstract Property.
AND
Lot 11, Block 1, Park Manor, Anoka County, Minnesota. Abstract Property.

TITLE COMMITMENT EXCEPTIONS
(Per Schedule B, Part II of the herein referenced Title Commitments)

The property depicted on this survey and the easements of record shown hereon are the same as the property and the easements described in the Commitment for Title Insurance issued by Commercial Partners Title, LLC as agent for Old Republic National Title Insurance Company, File No. 51442 (as to Lots 2-9) and File No. 51978 (as to Lot 10) and File No. 52012 (as to Lot 11), effective date May 4, 2016 (as to Lots 2-9) and effective date September 6, 2016 (as to Lot 10) and effective date October 4, 2016 (as to Lot 11). The numbers below correspond to those in the title commitments.

- (as to Lots 2-9) 1-8 and 10 do not require comment.
- 9. Easement for utilities, drainage and right of way for State Trunk Highway Number Ten (10) as laid out and shown on the recorded plat of Park Manor. As shown hereon through the middle of the property.
- (as to Lot 10) 1-10 do not require comment.
- 11. Easement for utilities and drainage as shown on the recorded plat of Park Manor. As shown hereon through the middle of the property.
- (as to Lot 11) 1-9 do not require comment.
- 10. Utility easement as shown on the plat of Park Manor dated June 7, 1948, filed July 2, 1948, as Document No. 126712. As shown hereon through the middle of the property.

ALTA/NSPS OPTIONAL TABLE A NOTES
(The following items refer to Table A optional survey responsibilities and specifications)

1. Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by existing monuments or witnesses to the corner are shown hereon.
2. The addresses, if disclosed in documents provided to or obtained by the surveyor, or observed while conducting the fieldwork is 1066 County Highway 100 (as to Lots 2-9) and 1063 (as to Lot 10) and 1075 (as to Lot 11) Manor Drive NE, Spring Lake Park, MN 55432.
3. This property is contained in Zone X (areas determined to be outside the 0.2% annual chance floodplain) per Flood Insurance Rate Map No. 27003C041E, Community Panel No. 270016 0401 E effective date of December 16, 2015.
4. The Gross land area is 180,000 +/- square feet or 4.132 +/- acres.

6. (a) The current zoning classification, as provided by the City of Spring Lake Park, per a zoning letter, dated August 17, 2016 for the subject property is as follows based on the assumption that Metropolitan Council will approve the Comprehensive Plan Amendment and Zoning:

Proposed Zoning: R-3, Multiple Family Residential (Lots 2-9).
Lot Area: Ranges from 4,300 sq ft per unit to 7,500 sq ft per unit; reference City code of ordinances Appendix E (a)(1)
Lot depth and width: Ranges from 130 feet to 75 feet; reference City code of ordinances Appendix E (a)(2)
Lot Coverage: 50%
Front Yard: Dwelling - 35 feet; Other uses - 50 feet
Side and Rear Yards: Range from 10 feet to 40 feet; reference City code of ordinances Appendix E (a)(5)
Building Height: Accessory Structure - 15 feet; Principal Structure - 35 feet of three stories, whichever is greater
Distance between Structures on a lot: 35 feet

Parking Requirements: 2.5 spaces per unit, 1 enclosed per unit. **The Surveyor was not provided zoning information for Lots 10 and 11.**

- (b) The zoning setback requirements provided per the aforementioned letter has been shown based on proposed zoning.
- 7. (a) Exterior dimensions of all buildings are shown at ground level.
(b)(1) Square footage is the exterior footprint of all buildings at ground level.
(c) The heights of all buildings above grade are measured at the locations shown hereon.
- 8. Substantial features observed in the process of conducting fieldwork, are shown hereon.
- 9. Stripping of clearly identifiable parking spaces on surface parking areas and lots are shown hereon. The number and type of clearly identifiable parking stalls on this site are as follows: 49 Regular + 2 Disabled = 51 Total Parking Stalls.

SURVEY REPORT

1. The Surveyor was not provided utility easement documents for the subject property except for those shown on the Survey.
2. The bearings for this survey are based on the Anoka County Coordinate System NAD 83 (1986 Adjust).
3. Benchmark: In Spring Lake Park, 0.05 Mile South Along Trunk Highway 65 from Junction of Trunk Highway 65 and County Road 10 In Spring Lake Park, At Trunk Highway 65 Milepoint 10.05, 53.6 Feet Southeast of Northbound Trunk Highway 65, 76.7 Feet West-southwest of Ramp From Eastbound County Road 10 to Northbound Trunk Highway 65, 1.5 Feet Northwest of Witness Post. Elevation = 905.92 (NGVD29).
Site Benchmark: Sanitary manhole invert located southwest of the southwest property corner along Manor Drive as shown hereon. Elevation = 898.68 (NGVD29)
4. Shed and concrete patio lie northwesterly of the northwesterly property line.
5. Fence lies northwesterly of the northwesterly property line, southwest of the northeast property corner.
6. Overhead and underground lines and guy wires along the northeasterly property line without the benefit of an easement.
7. Miniature golf course concrete and features lie northwesterly of the northwesterly property line.
8. Overhead line runs between Lots 10 and 11 without the benefit of an easement.

- iii. Maps provided by those notified above, either along with a field location or in lieu of such a location, are very often inaccurate or inconclusive. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. BEFORE DIGGING, YOU ARE REQUIRED BY LAW TO NOTIFY GOPHER STATE ONE CALL AT LEAST 48 HOURS IN ADVANCE AT 811 or (651) 454-0002.
- 12. Governmental Agency survey-related requirements as specified by the client.
- 13. The names of the adjoining owners, as shown hereon, are based on information obtained from current tax records.
- 14. We are not aware of any evidence of recent earth moving work, building construction or building additions observed in the process of conducting our field work.
- 15. We are not aware of any proposed changes in street right of way lines or evidence of recent street or sidewalk construction or repairs observed in the process of conducting our field work.
- 16. We have not been provided with any information on wetland delineation markers, as determined by a qualified specialist.
- 17. We are not aware of any plottable offsite (i.e., appurtenant) easements or servitudes for this site.

- 18. The Surveyor was not provided utility easement documents for the subject property except for those shown on the Survey.
- 19. The bearings for this survey are based on the Anoka County Coordinate System NAD 83 (1986 Adjust).
- 20. Benchmark: In Spring Lake Park, 0.05 Mile South Along Trunk Highway 65 from Junction of Trunk Highway 65 and County Road 10 In Spring Lake Park, At Trunk Highway 65 Milepoint 10.05, 53.6 Feet Southeast of Northbound Trunk Highway 65, 76.7 Feet West-southwest of Ramp From Eastbound County Road 10 to Northbound Trunk Highway 65, 1.5 Feet Northwest of Witness Post. Elevation = 905.92 (NGVD29).
Site Benchmark: Sanitary manhole invert located southwest of the southwest property corner along Manor Drive as shown hereon. Elevation = 898.68 (NGVD29)
- 21. Utility operators do not consistently respond to locate requests through the Gopher State One Call service for surveying purposes such as this. Those utility operators that do respond, often will not locate utilities from their main line to the customer's structure or facility. They consider those utilities "private" installations that are outside their jurisdiction. These "private" utilities on the surveyed property or adjoining properties, may not be located since most operators will not mark such "private" utilities. A private utility locator may be contacted to investigate these utilities further, if requested by the client.
- 22. The locations of underground utility lines shown hereon is an approximation based on available maps, unless otherwise noted on the survey.



City of Spring Lake Park
Engineer's Project Status Report

To: Council Members and Staff

Re: **Status Report for 6.19.17 Meeting**

From: Phil Gravel

File No.: R-18GEN

Note: Updated information is shown in *italics*.

MS4 Permit (193802936).

Continuing to work with the Public Works Director and the Administrator on implementing the work plan for 2017 MS4 items. *Annual public meeting will be held in July.*

Surface Water Management Plan (193803949).

We've been doing research (including compiling old plans) as part of the background research for updating the local surface water management plan including stormwater modeling.

2017 Sanitary Sewer Lining Project (193803782).

This project will line sanitary sewer in the neighborhood east of Able Street and north of 81st Avenue. *A Preconstruction Conference with Visu-Sewer was held on June 8th. Lining is scheduled to occur in July.*

2017-2018 Street Seal Coat Project (193803783).

This 2-year project will include street maintenance in the neighborhood north of 81st Ave. and west of Monroe St. (2017) and in the neighborhood east of Monroe St., south of 81st St. and west of TH 65 (2018). *Construction Contracts have been signed. A Preconstruction Conference with Astech will be held in the coming weeks.*

Other issues/projects.

Continue to work with Coon Creek Watershed District (CCWD) Technical Advisory Committee (TAC) meeting. Discussion items included O&M Agreements, weir structures, and the timeline for the CCWD to update their Surface Water Management Plan.

City's Water Supply Plan (DNR requirement) has been reviewed by the DNR and forwarded to the Met Council for review.

Met with Dan, Terry, Phil Carlson and a developer to discuss a potential commercial development.

to discuss the city's wellhead protection plan and steps necessary to get a 10-year

Continue to work with staff on development review for the Dominion project. The CCWD permit has been approved. A full site plan review memo will be prepared later this month once revised site lighting plans are received.

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



Memorandum

To: Mayor Hansen and Members of the City Council

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

Date: June 14, 2017

Subject: Solar Garden Subscription

I met with Peter Schmitt, US/Solar, about the possibility of the City subscribing to a new solar garden to be constructed. Staff is seeking direction on how to proceed.

Based on an initial review of the City's utility bills, the subscription has the possibility of saving the City over \$1 million in electricity costs over the next 25 years. See the tables below for more information.

General Service Meters

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	1,215,885	1,209,805	1,203,756	1,197,737	1,191,749	5,869,956	5,724,667	5,582,974	5,444,789	28,641,318
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.12296	\$ 0.12553	\$ 0.12817	\$ 0.13088	\$ 0.13365	\$ 0.14243	\$ 0.15852	\$ 0.17672	\$ 0.19732	\$ 0.15978
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	\$ (0.1199)	(0.1199)	(0.1199)	(0.1199)	(0.1199)	\$ (0.1199)
Average Net Value per kWh (\$/kWh)	\$ 0.0031	\$ 0.0056	\$ 0.0083	\$ 0.0110	\$ 0.0137	\$ 0.0225	\$ 0.0386	\$ 0.0568	\$ 0.0774	\$ 0.0399
Net Value	\$ 3,721	\$ 6,816	\$ 9,958	\$ 13,147	\$ 16,385	\$ 132,258	\$ 221,086	\$ 317,239	\$ 421,520	\$ 1,142,130

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Small General Service Meters

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	163,078	162,262	161,451	160,644	159,840	787,294	767,807	748,803	730,269	3,841,449
Average Enhanced Bill Credit from Xcel (\$/kWh)	\$ 0.14798	\$ 0.15118	\$ 0.15446	\$ 0.15782	\$ 0.16127	\$ 0.17222	\$ 0.19222	\$ 0.21486	\$ 0.24046	\$ 0.19486
Average Subscription Rate to US Solar (\$/kWh)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	\$ (0.1444)	(0.1444)	(0.1444)	(0.1444)	(0.1444)	\$ (0.1444)
Average Net Value per kWh (\$/kWh)	\$ 0.0036	\$ 0.0068	\$ 0.0101	\$ 0.0134	\$ 0.0169	\$ 0.0278	\$ 0.0478	\$ 0.0705	\$ 0.0961	\$ 0.0505
Net Value	\$ 584	\$ 1,100	\$ 1,624	\$ 2,156	\$ 2,696	\$ 21,873	\$ 36,687	\$ 52,721	\$ 70,111	\$ 189,552

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

Total Savings

Years	1	2	3	4	5	6-10	11-15	16-20	21-25	TOTAL
Subscribed Energy (kWh)	1,378,962	1,372,067	1,365,207	1,358,381	1,351,589	6,857,250	6,492,475	6,331,778	6,175,058	32,482,767
Net Value	\$ 4,304	\$ 7,916	\$ 11,582	\$ 15,303	\$ 19,081	\$ 154,132	\$ 257,773	\$ 369,960	\$ 491,631	\$ 1,331,682

Assumes 2.5% escalation to ARR, 0.5% degradation in subscribed energy

I know that there is significant frustration with this concept after negotiations with SunShare fell through. However, the possibility of the significant savings outlined in US/Solar's analysis makes it worth reviewing. In addition, a number of cities, school districts and governmental entities have signed subscription agreements with US/Solar. Staff recommends exploring the possibility of a solar garden subscription and inviting Mr. Schmitt to the July 17 City Council meeting for a formal presentation.

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

CORRESPONDENCE



Helping adults
with disabilities
build skills,
careers &
independence
for over 50 years



Annual Report 2016

2016 Board of Directors

Achieve Services, Inc. Board of Directors

Chair

Kathy Svanda

Vice Chair

Joan Quade

Secretary

Sandy Crawford

Treasurer

Jim Staffen

Members at Large

John Bennett

Mike Bisping

Pam Deal

Tami Hagen

John LeTourneau

Susan Holden

Natalie Steffen

Reid Tuenge

Tom Wilson

Chris Carlson

We are

A day training and habilitation program serving adults with developmental disabilities. By focusing on abilities, not disabilities, we strive to increase the independence and quality of life for all individuals in our program.

Mission

We create innovative opportunities that inspire people with disabilities. Achieve will enable every participant to lead a meaningful and self-determined life.

Core Values

- Enrichment – We are committed to enhancing lives through achievement and honoring the worth, abilities and contributions of each individual.
- Empowerment – We honor personal choice, and invest in every individual's right to cultivate and contribute their talents in ways that enrich themselves and society.
- Innovation – We continuously seek new and better solutions to meet the needs of participants, staff and employers in ways that make lasting improvements.
- Integrity – In all that we do we are open, honest, and respectful, and we follow through on our commitments.

Achieve Services Inc.
Leadership Team

CEO

Tom Weaver

Director

Carol Donahoe

Human Resources Director

Katie Friary

Program Supervisors

Jim Rooker

Andrea Gibson

Lindsey Johnson

Message from the CEO

2016 - A Year in Review

2016 was a good year – in many ways. It also presented challenges. Achieve continues to face a future of uncertainty regarding funding for our program, which could substantially affect our ability to provide the consistent services we've been providing for the last 53 years. This uncertainty generates motivation to find and create new and successful funding sources so we can continue to provide meaningful jobs and programs to the people we serve. Some of our accomplishments and challenges included:



By: Tom Weaver
Chief Executive Officer

March

- Achieve participants visited with State Senators and members of the MN House of Representatives to speak in favor of disability services.

April

- 11th Annual Spring Gala: Featuring Legacy Award Recipient, Jay Bruber, Achieve Clean Board member who provided key leadership launching the detergent.
- Jim and Pam Deal donated \$100,000 to start Achieve's Endowment Fund. Rich and Kathy Svanda also made a generous contribution of \$10,000.
- Achieve Clean announced a new thicker and more concentrated formula.

May

- Planting work was in full swing for upcoming summer plant sales.
- Artwork created by Achieve participants on display at the Hennepin County Family Justice Center.
- Achieve Clean featured on KARE 11 News.

June

- We hosted an information session on upcoming changes to disability programs and how supporters can get involved.
- Artist Thomas O'Leary put his talents to work on the windows of the new Achieve Clean production space in Fridley.

June – August

- The Minnesota Department of Human Services held meetings throughout the state to offer people with disabilities the opportunity to offer feedback on standards for the new Home and Community-Based Services Rule.

July

- Achieve participant, Jameson Crawford was interviewed and photos of participants were featured in the Minnesota Organization for Habilitation and Rehabilitation video: "MOHR means MORE."
- We celebrated the milestone of one million cards assembled in Achieve's shop.

August

- Achieve's annual summer picnic.
- Congressman Tom Emmer visited Achieve.

September

- Achieve Clean available for sale at Farmhouse Market in New Prague.

October

- Fall fundraiser – 2016 Get on Board raised more funds than any year in the past.

November

- Achieve featured on the Quad Cities Community Television Anoka Area Chamber of Commerce Report.
- Years of Service Awards.
- Achieve participated in the ACCAP Expo selling nuts, flowers, Achieve Clean and art.
- We held an informational meeting on legislative updates to services provided by disability programs. State Senator Jim Abeler attended to answer questions.

December

- Dance At Your Own Risk released a new Christmas album.
- Spring Lake Park Lions Club purchased 100+ bottles of Achieve Clean to donate to local homeless programs.

Consumer Characteristics

Participant Involvement Committee

Maintaining employee satisfaction with work is a key component in successful businesses everywhere. At Achieve, the Participant Involvement Committee is in place to do just that - increase satisfaction with work and give employees a voice to be heard. The PIC is made up of representatives from different program areas at Achieve. They meet monthly to address current issues affecting the work environment, employee satisfaction and to advocate for themselves as well as their fellow co-workers. Representatives serve on the committee for one-year terms. Issues addressed during 2016 included:

Programming and services

- Musicians visiting
- Area celebrations
- Achieve picnic
- Area red converted some outdoor space into a flower garden
- Years of Service Ceremony
- Request for a laptop

Work news

- New job at the Anoka County Library
- Groups rotating into Achieve Clean
- Area red plant sale
- New federal law called WIOA requires participants who want to continue to be paid less than minimum wage to attend counseling
- Achieve sold items at the ACCAP Art Expo
- The paper folder in area purple wasn't working. It was fixed.
- Lots of work is available in the shop

Out and about

- Participants visited with their legislators
- Committee members participated in an area concert
- A participant spoke to a Chamber of Commerce group about Achieve

Fundraising

- Achieve Gala
- Fall fundraiser at Blainbrook

Coming and goings

- Staff changes
- New participants starting
- Participant leaving

Work environment

- Back door wasn't staying closed
- Cabinet in the kitchen needs replacing
- Request for more electric door openers
- Temperature - too cold
- Dishes, glasses and silverware missing from the kitchen

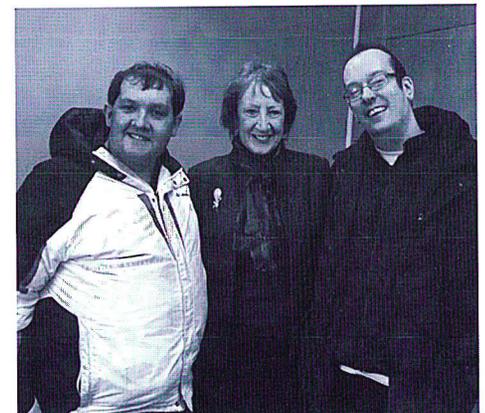
Members 2016

Janne C.	Michael M.
Tom B.	Aaron D.
Dawn K.	Jim G.
Lisa P.	Stephanie H.
Jenny M.	

- Sign needed for unisex bathroom indicating "In-use"
- Automatic door to the woman's bathroom in the hallway closes too quickly
- New recliners in area purple

Transportation

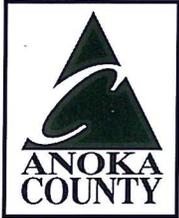
- New car and new bus
- Achieve won a grant for another bus in 2017



Meeting with Senator Goodwin

Businesses providing CBE or work in Achieve's shop during 2016:

Our Employers



4 sites



11 sites



Medtronic

3 sites



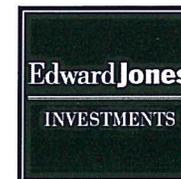
Princeton & Burnsville



AUTO BODY & GLASS



2 sites



Key Performance Indicators

Community Employment Services:

Objectives:

1. Increase the number of participants working half time or more in the community (3+ hours per day, 5 days per week).

Baseline: 48 participants Goal: 50

Result: 59 participants Discussion: Goal met.

2. Increase the number of participants working 2 or more days in the community.

Baseline: 21 participants Goal: 30

Result: 20 participants

Discussion: By 4th quarter, 20 participants were working 2 or more days in the community. We started the year at 21, then increased to 26 quarter one before dipping to 18 and 17 during quarters three and four.

3. Increase number of participants working in the community at least 1 time per week.

Baseline: 18 participants Goal: 10

Result: 25 participants

Discussion: Actual numbers are more than twice the original goal. Goal exceeded.

4. Increase the number of community employment sites.

Baseline: 30 Goal: 30 Result: 31

Discussion: Goal met. Numbers fluctuated slightly during the year, but for the most part remained relatively stable.

5. Decrease the number of participants earning commensurate wages.

Baseline: 13 Goal: 0 Result: 8

Discussion: While we didn't meet the goal, we did see gains in this area. We continue to move in the right direction.

Achieve will provide high quality, consistent community-based employment opportunities for participants desiring employment.

6. Increase satisfaction with community employment services by participants and their teams.

Baseline: 93% Goal: 100% Result: 96.3%

Discussion: Participants and their teams are surveyed 4 times per year. The result posted here is an average of those responses. Achieve received a 100% grade during the second and third quarters of 2016, meeting the annual goal for those quarters.

7. Increase satisfaction of services provided to employers.

Baseline: 88% Goal: 100% Result: 88%

Discussion: Employers are surveyed approximately every 18 months. The last was done second quarter of 2016. Employers described Achieve services as going above and beyond expectations, easy to work with and beneficial for all involved.



Key Performance Indicators

Center-Based Employment Services:

Objectives:

1. Provide consistent work in the center-based production area, minimizing hours of alternate activities.

Baseline: 2015 average 5 hours per quarter

Goal: 0 hours of alternate activities.

Result: 2016 averaged 5.75 hours of alternative activities.

Discussion: The higher rate was due in large part to a slow 1st quarter, which averaged 14 hours of downtime per quarter.

2. Increase the average amount of wages earned by participants working on center-based jobs.

Baseline: \$26,509/quarter Goal: \$26,000 Result: \$23,654

Discussion: Goal was not met due to lower earnings during 1st quarter. Earnings during the second half of the year surpassed the goal, averaging 26,646.

3. Increase satisfaction with center-based employment by participants and their teams.

Baseline: 95% satisfaction Goal: 100% Result: 97.25%

Discussion: While we didn't meet our goal of 100% satisfaction, we did increase slightly over baseline. 100% of participants and teams expressed satisfaction during the last three quarters of the year.

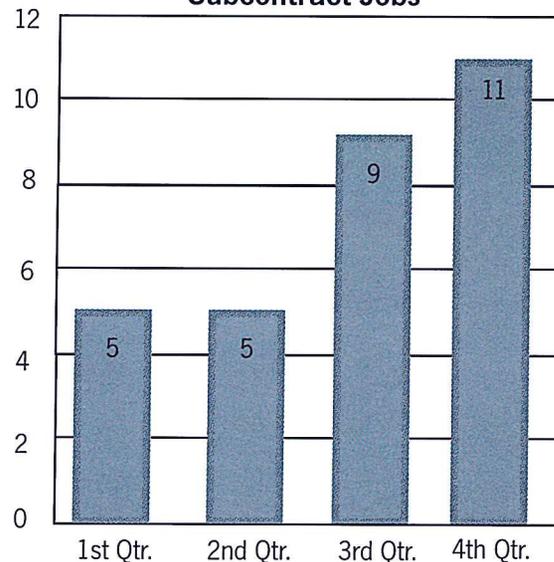
Achieve will provide high quality, consistent center-based employment opportunities for participants desiring employment.

4. Diversify the number of employers of subcontract work.

Baseline: 8 employers Goal: 10 employers

Result & Discussion: We ended the year with 11 employers, which meets the goal and is a significant increase from the beginning of the year when we lost three existing employers to decrease from 8 in 2015 to 5 at the beginning of 2016.

Number of Center-based Subcontract Jobs



The number of businesses providing work for our center-based services more than doubled over the course of 2016. A greater variety of jobs means various work and training options for participants

Just a few of (the many) benefits of employee satisfaction:

- Increased productivity
- Lower turnover
- Increased motivation
- Saves time and money
- Helps improve the workplace
- Increased engagement
- Increased loyalty
- Improved communication

Key Performance Indicators

Community Services: Achieve will improve its ability to provide community opportunities for participants on a weekly basis.

Objectives:

1. Increase community engagement opportunities.

Baseline: 181 per quarter

Goal: 43/qtr Results: 201/qtr

Discussion: Performance exceeded expectations. Goal met.

2. Increase the number of participants involved in community engagement opportunities.

Baseline: N/A new goal Goal:

Result: Yearly average - 488/qtr

Discussion: Participants enjoy the variety and number of opportunities they have to be more actively involved in their communities.

2. Increase satisfaction with community engagement opportunities.

Baseline: 88% Goal: 100%

Result: Yearly average - 94%

Discussion: Although the goal was not met, we made positive progress over baseline and satisfaction with community opportunities was 100% second and fourth quarters of 2016.

Community-based volunteer opportunities:

Achieve participants reach out to help others. Volunteerism during 2016 included:

- Participation in Red Nose Day
- Feed My Starving Children
- Meals on Wheels

- Work for the Food Shelf

Agency Goals: Achieve will continuously provide high quality services that meet the needs of our participants.

Objectives:

1. Be the employer of choice, continuing to attract highly skilled and passionate staff.

Baseline: 5% turnover Goal: 5%

Result: (yearly average) 1.75%

Discussion: Goal met. Low turnover helps provided consistent, high-quality services to participants. Achieve continues to have one of the lowest turnover rates in the field.

2. Maintain a highly engaged staff.

Baseline: 72% Goal: 100% Result: 86%

Discussion: A staff engagement survey is conducted once per year. Results of 86% is a large improvement over baseline.

3. Maintain a highly trained staff.

Baseline: 948 hours of training/quarter

Goal: 900 hours Result: 1124 hours

Discussion: Goal surpassed. This goal will be revised for 2017, based on the requirements outlines in our operating license.

4. Improve overall satisfaction of Achieve services by persons served.

Baseline: 91.25% Goal: 100%

Result: 92.5%

Discussion: Participants and teams complete surveys semi-annually. Survey

comments during the fourth quarter included: "It is obvious that my son loves going to work at Achieve," and "The pride they give my daughter and the friendship she feels."

5. Reduce reliance on government revenue.

Baseline: 92% Goal: 87%

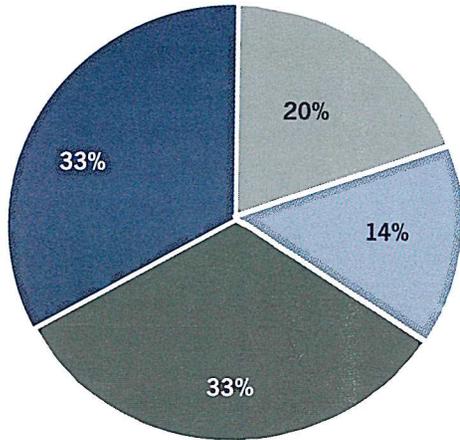
Result: 85.75%

Discussion: Goal met. This area continues to be a priority area for Achieve.

Consumer Characteristics

Demographics 2016 Number of consumers served: 188

Participants by program area



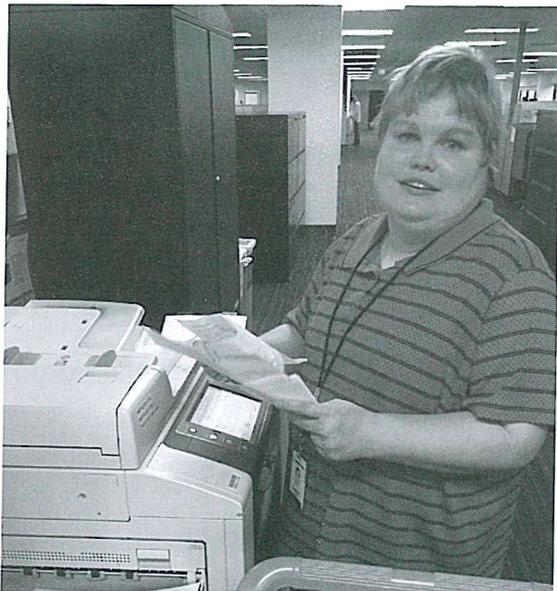
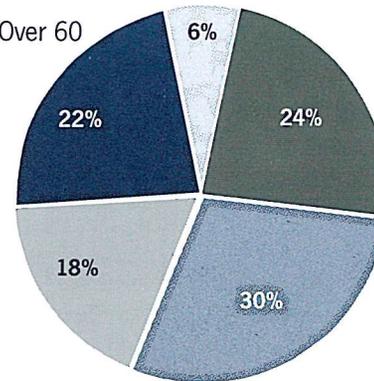
- Minimal-work component - higher therapeutic needs
- Partial-day work - includes a combination of therapeutic and other services along with inhouse and/or community employment
- Full-day work - Inhouse or combination of inhouse and CBE
- Community-based work

Admissions: 11

Discharges: 8

Age of persons served

- 18 - 29
- 30 - 39
- 40 - 49
- 50 - 60
- Over 60



2016 Donations

Thank you for your support

Abdallah Candy
 Anam Foundation
 Susan Anderson
 Anoka County Parks & Rec
 Anoka Lions Club
 Lester Bagley
 Cheryl Bailey
 Caroline Baillon
 Jenny Banta
 Barna, Guzy, Steffen LTD
 Dani Bame
 Maryellen Barry
 Mike & Patty Baumann
 Lance Baumgard
 John Bennett
 Ben Bina
 Mike Bisping
 Kevin & Sarah Bittner
 Blaine Ham Lake Rotary
 Blake Drilling
 Duane and Joan Blaska
 Blatz Automotive
 Tommy Braddock
 Richard Bro
 Jill Brown
 Jay and Laurie Bruber
 Julie Bruber
 Theresa Bruber
 Bunker Hills Activity Center
 Bunker Hills Golf Club
 Jim & Denise Bush
 Kris Bute
 Dan Butt
 Cafe Latte
 Carbone's
 Andrew Carlson
 Chris and Deb Carlson
 K.C. & Margie Carlson
 Paul Cassidy
 Chanhassen Dinner Theater
 City of Ramsey
 Coborn's Ramsey
 Courey/Rooker Foundation

Sam & Barb Courey
 Clark Crawford
 Sandy Crawford
 Larry Dahlberg
 Dale Studios
 Patti Dalen Leisinger
 Jim & Pam Deal
 Chris DeLaria
 Diamond Willow Dreams
 Mike & Carol Donahoe
 Bridgett Duffy
 Danijela Duvnjak
 Todd Dyste
 Michael Eakman
 Earl Edeburn
 Jim Ehlen
 Ergotron
 Dan & Kathy Erhart
 Bob Erickson
 Evelyn Erickson
 Marvin Evans
 Rosemary Fagrelus
 Dave & Jo Fairbairn
 Marty Fisher
 Fond du Lac Band of Lake
 Superior Chippewa
 Dennis & Phyllis Forstrom
 Carol Fuller
 Nate & Michelle Gauslin
 Wynona Gaworrki
 Bruce Gilbertson
 Diana Glauner
 Glensheen Historic Estate
 Gary Gorham
 Grand Casino Hinkley
 Denis Grande
 Grandma's Restaurant
 Great Clips
 Great Lakes Aquarium
 Margaret Grekoff
 Lee Grube
 Brenda Gunderson
 Tami Hagen

Cheryl Hanks
 Chris Harristhal
 Steve & Marcia Heath
 Annette Henkel
 Dan & Missia Hickey
 John Hoffman
 Donna Holden
 Susan Holden
 Holiday Station Stores
 Deb Illies
 Pattie Invie
 Amy Jeffrey
 Jackie Jeffrey
 Joens family
 Cheryl Johnson
 Don Johnson
 Elaine Johnson
 Jeff & Theresa Johnson
 Josh & Lindsey Johnson
 Shalin Johnson
 Tamara Johnson
 Mike Kapps
 Shelly Kelly
 Kendall's Tavern
 Dan & Joann Knuth
 Mike & Patty Krieger
 JoAnn Krueger
 Matt Kuker
 Mark & Wendy Kuzma
 Don & Jamie Kveton
 Scott Lambert
 Jennifer Lanigan
 Larkin, Hoffman, Daly
 Larsmont Cottages
 Judy Larson
 Kevin & Laurie Larson
 Lattitude
 Lawless Distillery
 Matthew Lempke
 Pat Leserman
 John LeTourneau
 Let's Dish - Blaine
 David & Kim Loskota

Matt Lovely
 Lovik
 Rolf Lund
 Noel Lutsey
 Vicki Majkrzak
 Mall of America
 Bridget Manahan
 Dennis Marler
 Marsh McLennan
 Agency
 Liz Martin
 Randy Mayer
 Kay McAloney
 Pat & Iris McAlpin
 Medtronic
 Melissa Klein
 Photography
 Mill City Museum
 Jason & ReNee Miller
 Minnesota Candle Co.
 Minnesota Landscape
 Arboretum
 Minnesota Science
 Museum
 Minnesota Twins
 Minnesota Vikings
 Margaret Moorman
 Dave & Roxanne
 Montebello
 Richard & Jacqueline
 Mortenson
 Veryl Mortenson
 Gary & Liz Moscatelli
 Tasha Murdoff
 Mystic Lake Casino
 Heidi Nelson
 Julie Nelson Gotham
 Kevin Nevin
 New Brighton Parks
 & Rec
 Andrew Niemi
 Mark & Susan Nyvold
 Maureen Nyvold

Odyssey Development
 Old Log Theater
 Ole Piper Inn
 Mary Kay Olson
 Park Tavern
 Dale Pearson
 Kelly Perkins
 Persolvent
 Duainn Peterson
 Polaris
 John Pracht
 William & Shannon Prate
 Dave Priem
 Prouty Project
 Kerstin Quigley
 R & M Manufacturing
 David Radabaugh
 Ramsey Rotary
 Robert Rapacke
 Todd & Maggie Rapp
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 Judy Smith
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St. Paul Saints
 Stedman Foundation
 Steve & Susie Stedman
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 Stone Mountain Pet Lodge
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 Nicole Testa
 Troy Thompson
 TPAC
 Reid and Rachel Tuenge
 Kurt Ulrich
 Valleyfair
 Rachel M. Vetter
 Victory Auto
 Village Bank
 Vistage International
 Carol Wahl
 Bernice Ward
 Weaver Brothers Co
 Andy Weaver
 Charlie Weaver
 Jeff Weaver
 Sandra Weaver
 Tom Weaver
 Susan Webb
 Lance West
 Western Bank
 Chuck & Sandra Wilkinson
 Diane Williams-Johnson
 Linda Williams-Tuenge
 Rich & Sandy Willows
 Tom Wilson
 Clark Wold
 Bill Youngs
 Wanda Zurn

Statement of Activities & Financial Position

Activities

Support & Revenue

Program Service Fees	4,849,873
Community Based Income	378,982
Production Income	291,176
Donations & Special Events	271,894
Grants	57,683
Investment Income	56,212
Other Income	4,923
Total Revenue	5,910,743

Expenses

Cost of Goods Sold	97,443
Program Services	4,711,832
Administration & General	747,278
Fundraising	57,961
Total Expense	5,614,514
Revenue/Expenses	296,229

Financial Position

Assets

Current Assets

Checking/Savings	715,627
Investments	2,037,944
Accounts Receivable	594,476
Inventory	11,955
Prepaid Expenses	52,247

Total Current Assets 3,412,249

Fixed Assets

Furniture & Fixtures	283,645
Equipment	170,717
Leasehold Improvements	43,370
Vehicles	1,221,754
Less: Accumulated Depreciation	(1,193,614)
Total Fixed Assets	525,872

Total Assets 3,938,121

Liabilities & Net Assets

Current Liabilities

Accounts Payable	82,773
Accrued Wages	61,546
Accrued Pension	40,661
Other Accruals	399

Total Current Liabilities 185,379

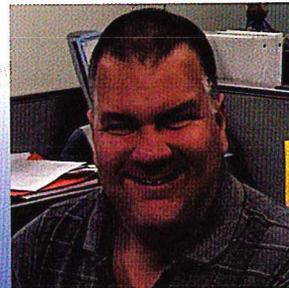
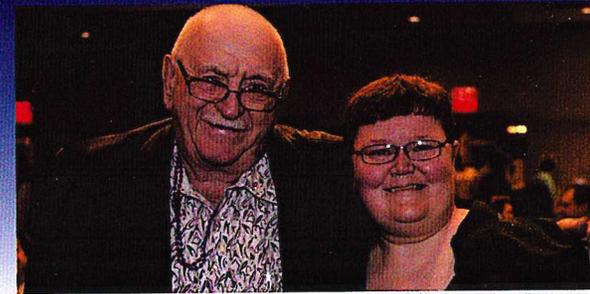
Net Assets

Unrestricted Net Assets	2,067,259
Designated Net Assets	1,557,329
Temporarily Restricted	0
Permanently Restricted	128,154

Total Net Assets 3,752,742

Total Liabilities & Net Assets 3,938,121





Achieve SERVICES, INC.

Human Service Center of Anoka County
1201 89th Avenue NE, Suite 105
Blaine, Minnesota 55434
phone 763-783-4909
fax 763-783-4725
www.achieveservices.org

Connect





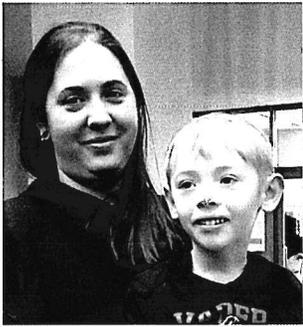
Anoka County
LIBRARY

Ideas, Information, Inspiration.

ANNUAL REPORT 2016

LIBRARIES
TRANSFORM™





I am a single mother with a six-year-old autistic son. We frequently use the library and many of the programs offered to children. My son had the opportunity to experience fun programs with children his age

doing things that interest him. The storytimes helped me learn tricks for reading out loud to him and songs and rhymes we can use at home.

I honestly don't know what we would do without these programs. I couldn't imagine how dull life would be without the library.

At the library he has played, learned, and participated in activities we would have been unable to do otherwise. Some of his favorite library activities are Lego Club, Pokémon crafts, and learning how to make comics. He learned the process for writing a story/comic and he even met a writer and illustrator!

Thanks to the library he fell in love with The Electric Company, a 1970s children's reading program. Without the library we never would have come across this show.

My favorite library service is checking out huge stacks of books for him. There is no way we could purchase the hundreds of books we read together during the summer.

The library's summer reading program was the key to my son's summer entertainment. Through Bookawokey, he won tickets to Bunker Beach*, which was one of the highlights of his summer. Librarians have given my son so many different experiences. I don't think my son would love reading as much as he does without them. They have taught both of us so much and have benefited my son's education.

I know my son's love for books and reading comes from the library. He wants nothing more than to read books to himself. He now sits quietly when being read to or participating in a group, and he listens and follows directions.

Thank you so much for giving my son so much - things he wouldn't have had without the library.

- Sarah Noblitz

**BECAUSE
LEARNING TO
READ COMES
BEFORE READING
TO LEARN.**

*Special thanks to Anoka County Parks for tickets to the water park!

BECAUSE
ACCESS
EQUALS
OPPORTUNITY.



Annette Jaremko and Librarian Carrie Braaten

Annette knew she needed to find a job, and came to the library for help filling out job applications, writing a resume, and getting better acquainted with computers. Annette worked with Ruth, Jamie, and many of the other Northtown staff, and they were all patient with her as she learned the ropes. I enjoyed seeing her come to the library and helping her through the next step in her job search. It was very rewarding when Annette told me she'd gotten a job! Annette continues to come in and use the library regularly and is always a joy to see.

~ Carrie Braaten, Librarian

During my recent job search, I realized that most companies require online applications for job openings, which makes it challenging for those like me who do not have a computer at home.

The librarians at the Northtown Library have done so much for me. They showed me how to send my resumes to potential employers. Everyone was so helpful and nice. After applying to several jobs, I was invited to interview with some of the companies. Eventually I was hired by one of the companies where I had applied. I really appreciate all the things the library does; their help made my job application process much easier and more enjoyable.

~Annette Jaremko



Because
the library
helped my
daughter to
learn about
America and my
granddaughter
learn about
Vietnam.
They've met
new friends
and learned
in a fun way.

~ Michelle's Grandma

Anoka County Library strives to serve all in the community, including those who are homebound. Librarian Rosalyn Hope works with residents who are unable to visit a library in person due to a temporary or permanent disability. Books, audiobooks, movies, magazines, and other library materials are delivered to participants' mailboxes. According to Rosalyn, many Books By Mail patrons compare receiving their library package to opening gifts on Christmas morning.

**BECAUSE THE
WORLD WAS
HER CLASSROOM
AND READING
ALLOWED HER
TO REVISIT HER
FAVORITE PLACES.**

Laura, who's mother-in-law, Carol, used the homebound service, said "Books By Mail was a godsend for Carol – a lifeline." She recalled that Carol had read practically everything, in every library of every school that she attended. When Carol became homebound, signing her up for Books By Mail became a priority. Through the service, Carol could keep learning and reading, and vicariously take the trip to Ireland she'd planned before becoming ill. Her favorite series was the Dublin Saga by Edward Rutherford. The librarians "enriched the quality of her life immeasurably" said Laura.

Brooke used to come to the Centennial Library twice a month with other members of the Journey program, a Centennial School District adult transition program. During one of those early visits, Brooke asked if she could volunteer at the library. Now a seasoned volunteer who works two shifts at Centennial, Brooke told Branch Manager Mary Healy she's so glad she had the opportunity to be around more people and be more social.

In 2016, 288 volunteers provided 6400 hours of service.





Discovery Book Club lead by STEM enthusiast, and Centennial Librarian, Matt Youngbauer.
Photo permission from Quad Community Press.

BECAUSE
HANDS-ON
LEARNING BUILDS
STRONGER
BRAINS.

Mary Elison is a local mother and homeschool teacher who utilizes the many programs and resources available in Anoka County. Programs her children attended include science workshops, art classes and performances, and book clubs. While attending art classes through the library they were able to gain skills in working with polymer clay, drawing, and painting.

We asked Mary what her thoughts were on the local library services:

What is your favorite program for kids?

It is difficult to choose just one, because most of the programs we have attended have been rich in educational content and very well done. One of my son's favorite programs was a STEM class where he worked with librarians and volunteers to explore Snap Circuits. Another great offering was the robots program through Mad Science, because the children were able to work hands-on with different types of robots, which is not something we could easily do at home.

Both of my boys are avid readers, and I attribute their love of reading to our ability to check out books at our local library. We have been fortunate to be able to attend quite a number of library programs. In just the past year alone my children have attended science workshops, art classes, book clubs, performances, and more. They have learned information about frogs, birds, caves, Egypt, rain forests, volcanoes, the Titanic, Laura Ingalls Wilder, the Summer Olympics, physics, chemistry, Van Gogh, 3D pens, and robots.

What would you do without your public library?

I think I would cry!

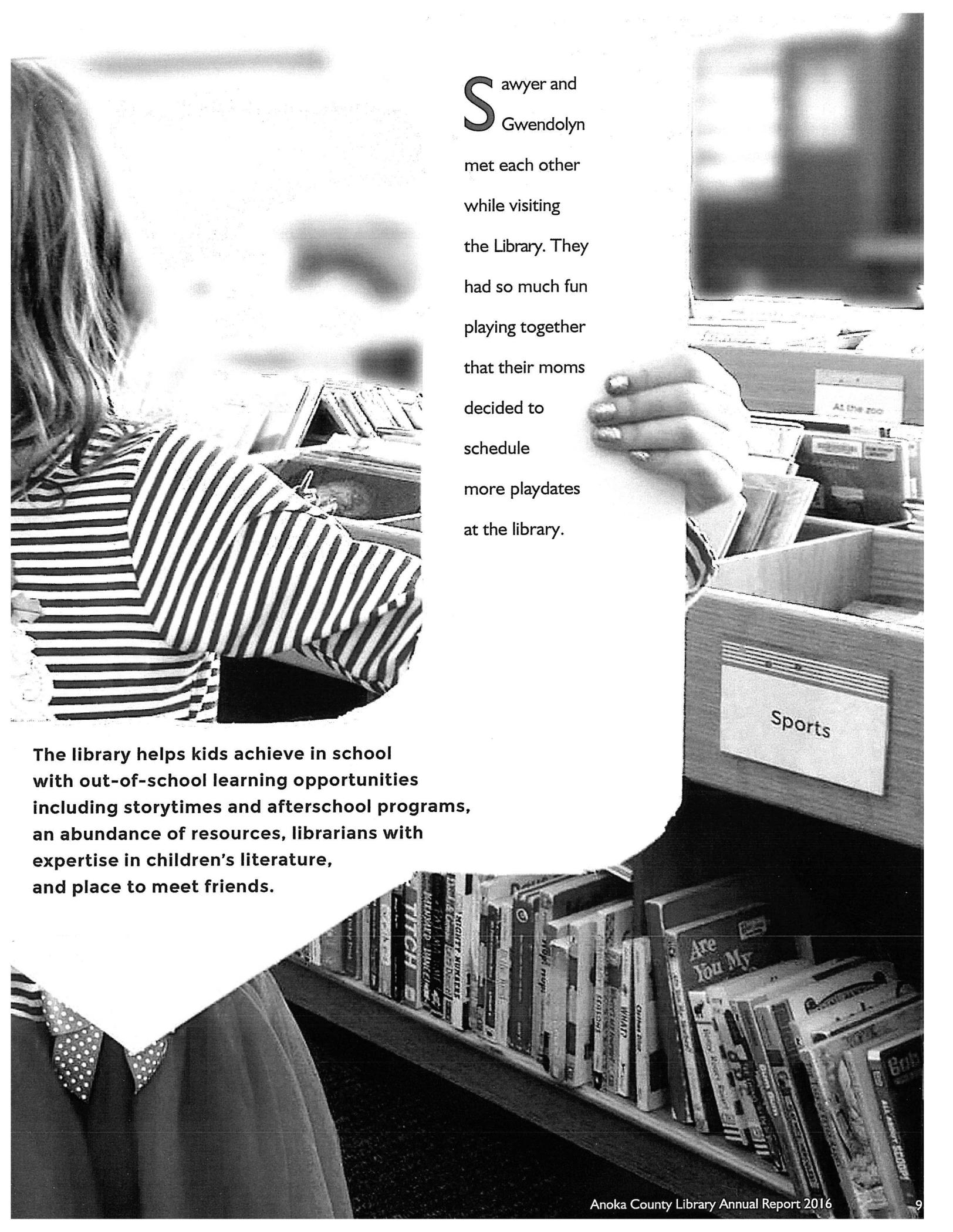
The library enriches our lives in so many ways.

I don't think my children would have such a love for learning and enjoy reading so much without the ability to go to the library each week to check out armfuls of books on whatever they find interesting or exciting. It would be very costly and impractical to try to keep up a home library of the caliber we find at our local library. It would also be very costly to attend all of the programs on our own that are offered at the library and through great venues like the Rum River Art Center, Mad Science, MN Center for Book Arts, Silverwood Park, and more. Thank you for all of the great offerings!



BECAUSE
PLAYING
TOGETHER
IS FUN!





Sawyer and Gwendolyn met each other while visiting the Library. They had so much fun playing together that their moms decided to schedule more playdates at the library.

The library helps kids achieve in school with out-of-school learning opportunities including storytimes and afterschool programs, an abundance of resources, librarians with expertise in children's literature, and place to meet friends.



Judy Ferguson

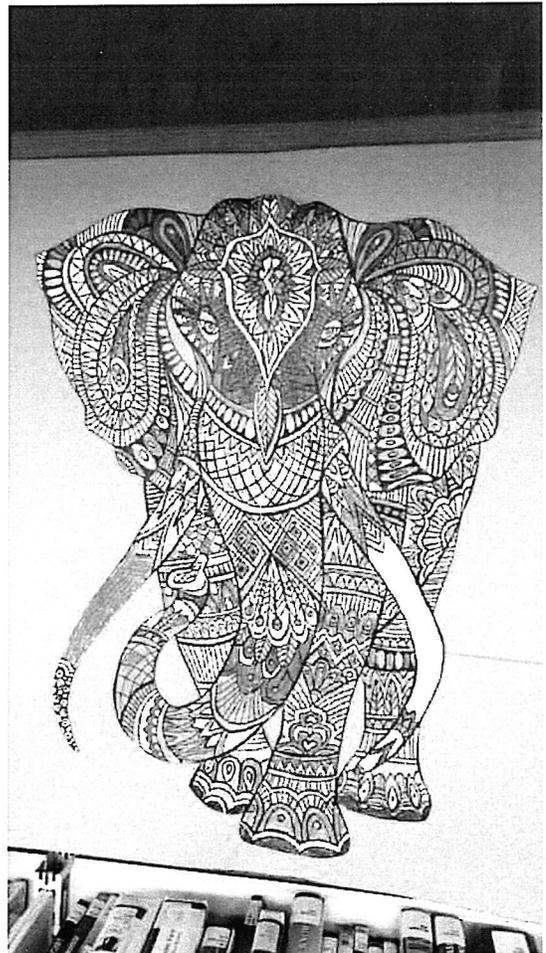
BECAUSE
LIFE IS MORE
BEAUTIFUL
WHEN YOU USE
THE WHOLE BOX
OF CRAYONS.

Judy is one of the patrons the St. Francis Library sees almost every day. She started walking to the library after her doctor advised her to get a bit more exercise, and working as a bus driver gives her plenty of time between routes to visit. Judy has utilized many of the different resources available at the library. She likes that the library offers *People* and the *Star Tribune*, saying it saves her money by not having to pay for subscriptions.

Judy also enjoys working on the community coloring sheet. According to Judy, the coloring sheets create a “great incentive to walk to the library and they also help ignite my creativity.” On Storytime days Judy welcomes the children and adults to color together by encouraging them to have fun and be creative.

Recently, Judy was looking for another job. “I needed to do an application, take tests, and fill out a background check all online. I can’t do that on my phone and I don’t have a computer at home. The library really helped me.”

By working on the public computers at the library, Judy was able to get the help and support she needed with the application process and is now locally employed. “I always feel so welcome here,” Judy said. “It makes me feel so good.”

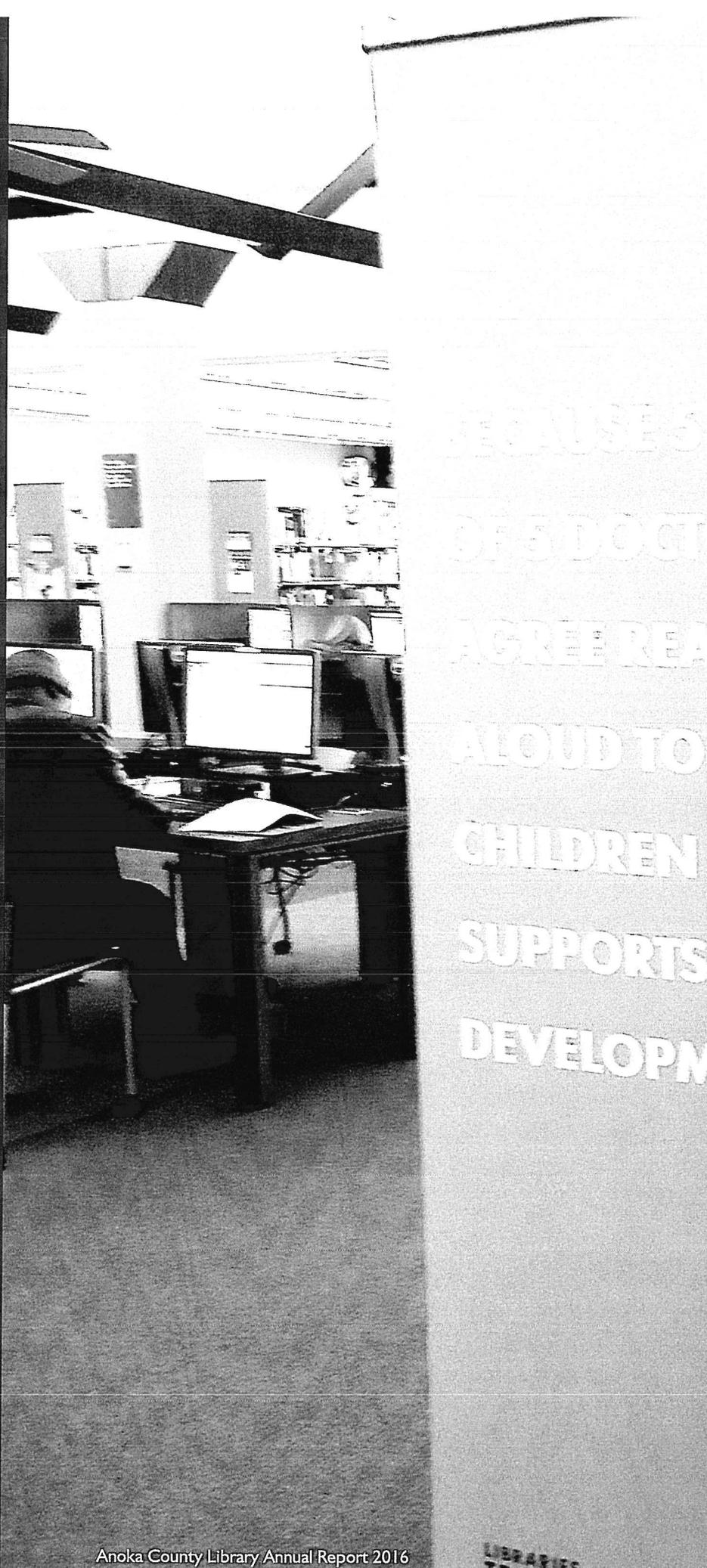


**BECAUSE
LIBRARIES CONTINUE
TO SERVE
GENERATION
AFTER GENERATION.**

My librarians are always there to help me and teach me to be more independent. If I need to make copies, research something, or want to discuss library events, librarians are all so friendly and patient. My library and I go way back, since 1963 to be exact. And now my great grandchildren go to the library with me when they come to visit!

The community is fortunate to have all the library resources at its fingertips for little or no cost! Rich or poor, educated or not, we are all treated with respect. Parents, children, grandchildren have crossed this threshold. Knowledge has grown – families have grown – but it is the warm and inviting library that still stands, and hopefully will for many generations to come!

~ Margaret Wierman





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acountylibrary.org

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RIESTRANSFORM

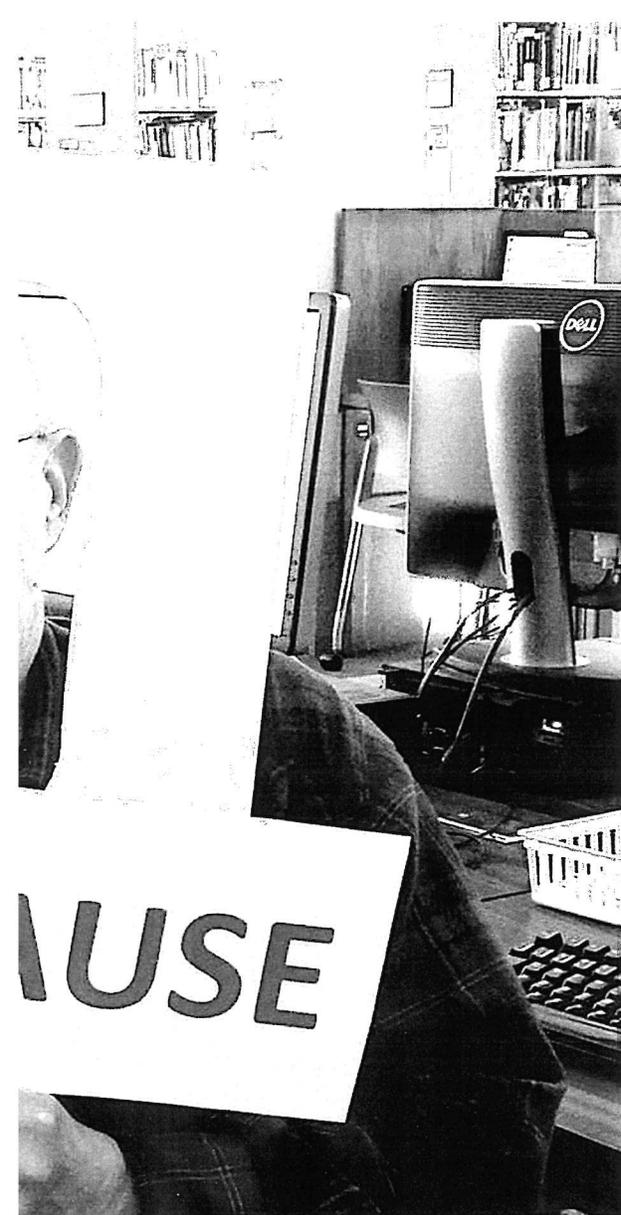
Margaret has been coming to the library since 1963.



Catherine A. Nelson and Rev. James M. Nelson

BECAUSE
SPECIAL PROJECTS
DESERVE SPECIAL
ATTENTION.

Many patrons come into the library on a regular basis to use the computers and printers. Library staff have the privilege of seeing their skills develop and helping them with their special projects. Reverend Nelson and his wife came into the library around Christmas with such a project. They were sending Christmas greetings and prayers to former members of the their church who were terminally ill. Staff used their expertise with Microsoft Word not only to help print his document, but to adjust the printer settings so that it printed the way he envisioned it. He was delighted that the library staff would take the time to sit with him and persevere even when the settings weren't working as expected. Rev. Nelson and his wife were very grateful, and we were glad they knew they could reach out when they needed assistance.



"We wouldn't be able to send these without the library which enables us to print documents with help."

~ Rev. James M. Nelson

In early 2017, Northtown Library played host to a local film crew. While details of the project are under wraps until the project airs, Librarian Elizabeth Ripley spoke with the director, Todd Cobary, about the importance of libraries, telling stories, and how the Northtown Library made its film debut.

As a local resident, how do you think Anoka County Library fits the needs of the community?

I know it very much came through for this local resident. I live in Blaine and as we were having trouble finding a library for this project, I decided to look up our local libraries and see if they would be a fit. I was so excited when it worked out. Libraries are an exceedingly important part of every community. Stories have been handed down from culture to culture and generation to generation.

Storytelling is a way for humans to make sense of the human condition and libraries are still a great way to get those stories out to the community.

Why did you decide to film at the Northtown Library? What did you like about the library?

We were looking for a library that had a few visual elements related to the story as well as one that could work logistically with our filming schedule. In addition, we were looking for a large enough area where we would be unable to see too many modern amenities, such as flat screen monitors, etc. as the story took place in the early 1990's. We put the library as a finalist with a few other spots, but preferred the aesthetics of Northtown over the others. The symmetry and the ceiling were both things that drew me, as a director, to Northtown.

BECAUSE STORYTELLING CONNECTS COMMUNITIES.

For a story that might have happened in the 80s or 90s, how do you make the episode look like that time period?

Our show is unique because it's a docudrama and shares elements with both a narrative show as well as a news or documentary program. Our process involves interviewing multiple people about the real life events we are recreating. The same team that was involved in finding and putting together the original story are then responsible for tracking down archival photos and footage such as news or bystander footage of the events. We would then find a location that offers a time-period-neutral look. Northtown certainly doesn't look dated and has many modern spots, but there were a few areas where I felt it was a little more timeless. We then bring in some of our own props to replace the items that are clearly very modern.

Which is better - book or movie?

You're asking a filmmaker... for me there is nothing better than spending 120 minutes in a dark theater being transported to a different world. I do love reading books and being able to create the visual elements in my mind, but I love the immediacy and the particular brand of artistry that cinema provides us.

ANNUAL REPORT 2016

Anoka County Library

707 County Road 10 NE, Blaine, MN 55434-2398

phone 763-324-1500 anokacountylibrary.org

PUBLIC SERVICE

Circulation 2,417,325

Visits 1.6 million in person and virtual

In person 850,621

Online 811,762

Classes & Events 2,362

Attendance 52,000

Annual Open Hours 17,508

Resident cardholders 165,107

Reciprocal cardholders 17,291

OPERATING BUDGET

Revenue \$8,352,427

Anoka County 93%

Regional Library and State 6%

Friends/Gifts/Grants 1%

Expenditures \$7,365,538

Staff 60%

Collections 12%

Operations 24%

2016 LIBRARY BOARD

Melanie Keister, Blaine
Dan Greensweig, Circle Pines
Linda Backlund, Fridley
Virginia Kost, Ham Lake
Tchamong Hurh, Lino Lakes
Rob Schiller, Nowthen

2016 BOARD OF COMMISSIONERS

District 1 - Matt Look
District 2 - Julie Braastad
District 3 - Robyn West
District 4 - Jim Kordiak
District 5 - Mike Gamache
District 6 - Rhonda Sivarajah
District 7 - Scott Schulte

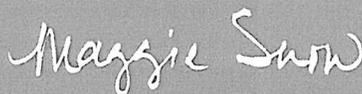
A NOTE FROM THE DIRECTOR

Recently, I was listening to a podcast about Lewis Carroll's *Alice in Wonderland* and learned *Alice's Adventures in Wonderland* is one of the most quoted books in the world – second to the Bible. It has been translated into 174 languages, including Cockney Rhyming, Hawaiian, and nine different dialects of Scots language. Imagine, just this one story connects us through riddles, rhymes, and quotes to people around the world.

When you walk into an Anoka County Library, you have thousands of stories, including Alice, just waiting to be shared with you, to connect you to the world around you. You have access to high quality public education for all ages, research assistance and instruction, and enlightening experiences. You have opportunities to learn paper marbling, African drumming, or how to use social media to market your business. And Anoka County never stops learning – attendance at classes and events in 2016 reached 52,000 – a 26% increase over 2015.

This annual report features just a few of the Anoka County residents who have made friends, connected with community, landed jobs, and developed a love of reading at the library – and one resident who has been visiting us for more than 54 years!

We hope to see you soon. Because the library is a place of infinite possibilities – a wonderland.



Maggie Snow, Director

**LIBRARIES
TRANSFORM™ MINNESOTA**



Fridley

COMMUNITY CONNECTION

JUNE 2017
NO. 206

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

6431 University Avenue NE
Fridley, MN 55432
phone: (763) 571-3450
www.FridleyMN.gov
email: info@FridleyMN.gov



Mayor – Scott J. Lund
Councilmember-at-Large – Robert L. Barnette
Councilmember 1st Ward – James T. Saefke
Councilmember 2nd Ward – Dolores M. Varichak
Councilmember 3rd Ward – Ann R. Bolkcom
City Manager – Wally Wysopal

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Stay Connected!

Like Us on Facebook:
search City of Fridley

Follow Us on Twitter:
@CityofFridley

Introducing PAL: Police Activity League

"It is easier to build strong children than to repair broken men." ~ Frederick Douglass

Sometimes the simplest solutions are the best. Want to reach kids today? Chat over a game of b-ball.

The Fridley Police Activity League (PAL) is a new program that brings kids and officers together. Before decisions are made in a judicial court, they might first be made on a basketball court, and Fridley Police hope to help guide those early choices.



future for Fridley starting with youth. Together the kids and officers will play, have fun, and talk—sometimes about everyday things and sometimes about those hard topics. It offers kids a safe and positive environment, role models to look up to, and a resource to reach out to if they ever need it.

Mission Statement: The Fridley Police Activity League (PAL) works to promote

The purpose of PAL is to build character, strengthen police-community relations, and to educate kids about the use of alcohol and drugs.

partnerships between youth, law enforcement, and the community through educational, athletic, and recreational programs designed to encourage team building and foster positive relationships.

"Our goal is to enable all young people to reach their full potential as productive, caring and responsible citizens. Every child deserves an opportunity to realize their potential," explains Fridley Police Chief Brian Weierke. "It is amazing to watch these kids grow, learn and develop confidence. They are the leaders of tomorrow. We need to support our future leaders."

PAL is a community-based program and a collaborative effort between the Fridley Police Department and Recreation Department, and the Fridley School District. Funding for this league is provided by the Police Department's drug and alcohol forfeiture funds.

Fridley's PAL will start with middle school basketball games and grow from there. This program is coached and chaperoned by committed police officers who believe in the philosophy of building a better



Arbor Day 2017



Twenty-three volunteers, including local Girl Scouts, dug in to plant 20 trees in Moore Lake Beach Park during the City's Arbor Day event. Planting instruction and guidance were provided by Fridley Parks staff and volunteer experts from the University of Minnesota Extension Services and GreenCorps.

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

43 11754





Spring Cleaning = Decluttering

Ready to Declutter? We can help! Recycling Drop-Off Event

Saturday, July 22 • 9 a.m. - 1 p.m.

New Location

Green Lights Recycling
1525 99th Lane NE,
Blaine



All Fridley residents are welcome to bring their electronics, appliances, bicycles, cardboard and more.

Fees and materials list available at FridleyMN.gov/dropoff
Watch your mail for details!

Easy Rider

Did you know...?

Traveling between Fridley and Minneapolis, the airport or Mall of America is easier than ever, and travel time between Fridley and downtown Minneapolis takes only about 20 minutes.

Bus Routes: 10, 824 or Express 852 travel to/from University Ave to downtown Minneapolis

Northstar Commuter Rail: travels to/from Big Lake to Target Field including a stop at the Fridley Station. From there you can catch the Metro to the airport or the Mall of America.

The Fridley Station can be accessed from both sides.

East: 6050 Main St
West: 6151 East River Road

Other perks:

- Free bike racks on buses and the Northstar
- Bike lockers available for a small annual fee
- Covered and enclosed waiting areas with on-demand heating
- Free Wi-Fi



Discover how to make your commute easier.
Learn more online at FridleyMN.gov/commute

Do you believe that less is more? Living with less can have maximum impact on many aspects of your life. This spring, challenge yourself to take a look at each room in your home and find ways to declutter.

Dollars and Sense

Americans spend \$1.2 trillion annually on nonessential goods. We spend more on shoes, jewelry and watches than we do on higher education.

Benefits of decluttering include less debt, less stuff to move and less stress. So take a trip through your house and find ways to edit. But do not just run through the house with a garbage bag. Use other options like donation and resale and recycling to give your items another life.

Less in Every Room

Consider small changes to make in every room:

- **Kitchen:** Is it time to donate boxed or canned food sitting in your cupboards? Do you use all those kitchen gadgets? Do you use reusable filters for your coffee maker?
- **Closet:** Do you wear all those clothes? Donate unwanted clothes to businesses like Goodwill, Savers or Salvation Army.
- **Bathroom:** Cleaners are often household hazardous waste and have to be brought to drop-off sites. Empty bottles can go in the garbage.
- **Storage:** Donate unneeded blankets or towels or bring them to the Animal Humane Society to be used for bedding, grooming or cleaning up their animal shelters.
- **Office:** Donate or recycle items from your home office you no longer need, and check your bookshelves for books you may not read again. The Fridley Community Center hosts a Green

Book Fair several times per year, or earn some extra money by selling your books to Half Price Books.

- **Garage:** Take paint, pesticides and tires to drop-off facilities. (They cannot go in the garbage.) Is it time for a garage sale? Look around for other items that could be resold, reused or donated.

Buy Smart, Own Less

Make sure products you purchase are durable and well-built so they will last longer. Try fixing items at fix-it clinics or with online guides, and share or borrow items when you can. Stay organized to avoid clutter. Reduce what you purchase, reuse what you can, and recycle what is left.

More Helpful Ideas at RethinkRecycling.com

Minnesotans recycle over 2.3 million tons of paper, glass, metals, plastics, yard waste, and more each year, which create new products, such as cans, cardboard, newspaper, carpet, clothing, furniture, and much more. RethinkRecycling.com, provided by the Solid Waste Management Coordinating Board, is your go-to guide for waste and recycling in the Twin Cities.

Household Hazardous Waste Facility

Fridley residents may bring household hazardous waste to Anoka County's drop-off center. There is no charge to use the site. Proof of residency required (such as a driver's license).

Household Hazardous Waste Facility
3230 101st Ave NE, Blaine

April-October Hours:
Monday, Friday, Saturday: 9:00 a.m. – 3:00 p.m.
Wednesday: 2:00 – 8:00 p.m.

REEL IN THE REWARDS

AT FRIDLEY LIQUOR

Like Us on Facebook:
facebook.com/FridleyLiquor

Follow Us on Twitter: @FridleyLiquor

We have the supplies you really need for a weekend at the lake! Find hours, directions and rewards details online at FridleyLiquor.com.

Fridley Market: University Ave. & I-694 (763) 571-1994
Moore Lake Drive: Hwy 65 (763) 571-8365

Don't Miss Our Beer Walkabout!
Friday, June 23 • 4:00 – 6:30 p.m.
Fridley Market Location
Bring a non-perishable food donation and try excellent new beers. All food shelf donations will benefit Southern Anoka Community Assistance.
Fridley Liquor – Profits Poured Back

Stressed? Let it Grow!

Recent research shows that less stress and more sleep are just some of the surprising benefits of gardening. It can keep your mind sharp, reduce your risk for heart disease and stroke, and please your palate with the taste of fresh fruits and vegetables.

Fridley Community Garden Plots are Now Available!

These 15' x 20' plots make it easy for beginners and experts alike to get their hands dirty. The Community Garden is located at Locke Park, and plots are only \$28 for Fridley residents (\$22 for residents 60+ years).

New to gardening? Start simple. The National Gardening Association suggests 5 S's to Success.

1. **Sun:** Most veggies need at least 6 hours of sun each day.

2. **Soil:** A great garden starts from the ground up.
3. **Site:** Choose a location that is convenient and has a nearby water source. (Our Community Gardens provide access to water.) You may also want to consider inexpensive fencing to keep out critters.
4. **Size:** Start small. Make a planting plan based on the size of your garden area. Ask your local gardening professional or look for layout advice online.
5. **Selection:** Choose where, what and when to plant. Cool weather crops include peas, lettuce, onions and broccoli. Warm weather crops include tomatoes, peppers and more. The University of Minnesota Extension Services (www.extension.umn.edu/garden) offers all kinds of practical information to help you get started.

To reserve a Community Garden plot, call Fridley Recreation at (763) 572-3570.

Planning to install a new lawn sprinkler or irrigation system?

State Plumbing Code now requires all testable backflow prevention devices installed on or after January 23, 2016, to be tested upon installation, and annually by a certified backflow assembly tester. This testing is done at the homeowner's expense and ensures backflow devices are working properly to prevent contamination from entering a building's water distribution system.

If you have a lawn irrigation system that was installed prior to January 23, 2016, you are exempt and do not need these tests.



Visit our website at FridleyMN.gov/backflow to view the fact sheet from the Department of Labor and Industry. For further details, please contact the Building Inspections Division at (763) 572-3604.

Relaxing by an Outdoor Fire? 7 Things to Know

Here are a few quick reminders as you enjoy a night by the fire or roasting s'mores.

1. No burning between midnight and 9:00 a.m.
2. Burn only clean wood or charcoal. No trash, leaves or brush.
3. Fires must be 25 feet from any structure and in a contained area (e.g. firepit)
4. No fires on windy days or during a "burning ban."
5. Fires should be smaller than 3 feet in diameter and flames no higher than 2 feet.
6. A competent adult must supervise the fire at all times.

7. Keep water (bucket or garden hose) or a fire extinguisher nearby.

Also, please be courteous. Sometimes medical conditions like asthma are aggravated by campfire smoke blowing into a neighbor's open window. Do not take the risk—wait for a less breezy day.

For details on the Fridley City Code regarding bonfires/campfires or for additional fire safety information, visit FridleyMN.gov/firesafety.

Did you know...?

Approximately 98% of wildfires in Minnesota are caused by humans, and more than 50 wildfires are started each year in Minnesota by campfires that are not completely extinguished, too large or are unattended.

Always completely distinguish your fire!



Don't Feed the Ducks and Geese

Human food is bad for wild animals. Tossing them some bread or crackers may seem harmless, even nice, but you are actually putting them at great risk.

- Feedings lead to malnutrition. It fills them up with starches so they are not hungry for the foods they really need, like insects. Muscles get weak and eventually they cannot fly.
- Feedings lead to overcrowding, which leads to the spread of disease. Overcrowding can also make parks and ballfields unsanitary and unusable. Moore Lake Beach has been closed in the past due to excessive goose poop!
- Speaking of goose poop, it also contributes significantly to water pollution in the form of fecal coliform bacteria. Rains also wash excessive nitrogen from goose poop into the waters. This leads to an overgrowth of algae that adversely affects fish and other aquatic organisms.
- Feeding geese tend to bring them closer to high traffic areas, increasing the likelihood of getting hit by a car.
- Feedings cause waterfowl to lose their natural fear of humans. Geese have been known to attack small children who wandered too close to their nests. They also tend to get too close to humans who may not be as friendly as you might be. They cannot tell the difference between humans who want to feed them and humans who want to hurt them.

You might like the ducks and geese in your yard, but your neighbors may not. Either way, feeding these wild animals is causing them more harm than good. A diet of white bread can be fatal.

Don't Kill 'em with Kindness



Fridley 2016 Water Quality Report

You can now view our annual water quality report online at www.FridleyMN.gov/water-quality.

Once again we are proud to report that your drinking water meets all state and federal standards. Your drinking water continues to be safe, and we continue our commitment to keeping you informed. The 2016 Water Quality Report includes details on the results of water quality testing last year and news relating to Fridley's water system.

We are driven to ensure your drinking water exceeds the latest state and federal standards. For the latest water supply updates, please visit us online at www.FridleyMN.gov/water. We are responsive to your drinking water questions or concerns; we welcome your call at (763) 572-3504.

Time to start planning...



NIGHT to UNITE!
Neighbors Joining Together

Tuesday, August 1, 2017
Celebrate Community Partnership

Register for your neighborhood block party online:

FridleyMN.gov/NightToUnite

*Registration is required to request a visit from police, fire or City officials.

Questions? Call Courtney Rolfe at (763) 572-3626 or email FridleyPolice@FridleyMN.gov



Springbrook Nature Center: Let Our Natural Backdrop Be Your Perfect Setting

Wedding Receptions and Other Celebrations

We have been getting requests for years, and now it is finally here – wedding celebrations at Springbrook! Our banquet hall is nestled amongst the natural beauty of forests, prairies and wetlands, with floor-to-ceiling windows overlooking breathtaking views. We offer seating for up to 160 guests, a dance floor, outdoor patio, audio/visual equipment and even a catering kitchen—everything you need to create beautiful memories. This Inspirational Gathering Space is available for Friday evenings (5:00 p.m. to midnight) and Saturdays (noon to midnight).

Business Retreats, Conferences and Meetings

Casual or formal, presentation-style or dinner... Springbrook provides everything you need for a

successful event. We offer 4 meeting rooms. Each room can seat up to 50 guests, and rooms can be combined to accommodate larger groups. Our rooms include state-of-the-art technology with SMART boards and projectors. The Woodland Room even includes access to a catering kitchen.

Classrooms/meeting rooms are available for rental weekdays from 9:00 a.m. to 9:00 p.m., and Sundays from 9:00 a.m. to 5:00 p.m. On Friday evenings and Saturdays, we open up the rooms to host events in our Inspirational Gathering Space.

Birthday Parties and More

Create lasting memories with a birthday party at Springbrook! Typical parties are 2 hours for up to 15 kids and include a 45-minute naturalist program (several themes available). Kids can explore the brand new exhibits in the interpretive center, and discover their wild side on the nature trails. We offer indoor and outdoor programs all year long.

Rates and Details

Pricing, policies and details for Springbrook room rentals are available online at SpringbrookNatureCenter.org. You can also fill out an online interest form to check date availability, or simply give us a call at (763) 572-3588.

Coming Soon

The innovative growth of Springbrook Nature Center continues. Encouraging relaxation and creativity in a natural environment is a vital aspect of Springbrook's mission. Construction is currently underway for an outdoor amphitheater and a nature-based play area.



"We want to provide our community with places to connect with each other and connect with nature," explains Jack Kirk, Fridley's Director of Parks and Recreation. "Springbrook is the perfect location for an outdoor amphitheater, and the nature-based play area will provide families with a place to take a break from technology and plug into nature. We are excited for the opportunity to bring new, creative energy to the park."

The possibilities for this future amphitheater are limitless; everything from performances, art and music, to ceremonies and animal presentations. A year from now, couples will have the option of an outdoor wedding ceremony and indoor reception, immersed in the natural beauty of Springbrook. There will be built-in seating for 150 people, plus additional grassy areas for chairs and blankets, accommodating up to 100 additional guests.

The nature-based play space will feature sculpted logs for jumping, climbing and building, as well as a water and sand play area. Nature-inspired play structures and natural artifacts will promote creativity and healthy activity for children of all ages.

The outdoor amphitheater is made possible by a generous \$250,000 donation from the Fridley Lions. The Fridley Lions are dedicated to community service and improvement. We sincerely thank them for everything they do for the Fridley community.

The nature-based play area is made possible through the fundraising efforts of the Springbrook Foundation, including a generous donation by Jerome and Patricia Hartlaub. You can learn more about how to support Springbrook by visiting the Foundation's website at www.SpringbrookFoundation.org.

Fridley Community Calendar

June

- 1 HRA Meeting
- 3 Fridley Bike & Hike at Riverview Heights Park
- 5 Parks & Recreation Commission
- 6 Environmental Quality & Energy Commission
- 7 Appeals Commission
- 12 City Council Meeting
- 17 Fridley '49er Day Festival
- 21 Planning Commission
- 26 City Council Meeting
- 28 Cops and Cones – Grandpa's Ice Cream

July

- 3 City offices closed
- 4 City offices closed in observance of Independence Day
- 6 HRA Meeting
- 10 City Council Meeting
- 11 Environmental Quality & Energy Commission
- 12 Appeals Commission
- 19 Planning Commission
- 22 Recycling Drop-off Event
- 24 City Council Meeting
- 26 Cops and Cones – Dairy Queen
- 29 SNC Grand Opening of Amphitheater and Play Area

NOTE: City Council and Commission meetings start at 7:00 p.m. Meetings are held at the Municipal Center, 6431 University Avenue NE. The public is welcome.

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



Amphitheater and Nature Play Space Grand Opening
Saturday, July 29
1:00 – 4:00 p.m.

Celebrate with us at a very special Saturday in the Park!

Successful Town Hall Meeting

Thank you to everyone who turned out for Fridley's Town Hall Meeting on May 20. The City Council wants to give residents a variety of ways and opportunities to get involved with the City. This is your community and you should have a voice. The Saturday Town Hall Meeting was one more way to connect with you.

Presentations and discussions covered a variety of topics including city finances, Fridley's Comprehensive Plan and the future City Hall.

Every 10 years, cities are required to evaluate their future needs. An official plan, called the Comprehensive Plan, is created and published as a guide for future actions in community development. It presents a vision of the future, with long-range goals and objectives for all activities that affect local

government. It covers areas such as transportation, utilities, water supply, land use, parks, trails, economic competitiveness, and housing.

We have started work on our 2040 Comprehensive Plan, which needs to be submitted to the Metropolitan Council by December 31, 2018. The process takes 2-3 years to complete and involves getting your feedback, research and data gathering, assessment of available funding and tools, and interdepartmental coordination. By the end of this year, we plan to have a draft created and ready for review by Fridley Commissions and Council. Your input is an essential part of this process.

Can't make the meeting? Join our Virtual Town Hall online at FridleyMN.gov/townhall.



New Hours at Moore Lake Beach

Moore Lake Beach will open mid-June. In order to better serve you, we are adjusting opening and closing times.

New Normal Hours:
Daily, 2:00 p.m. – 8:00 p.m.

Reminder: No lifeguards on duty.
The City will close the beach whenever threatening weather or unsafe conditions exist, and no person shall be permitted in the water during periods when the swimming area is declared closed.

- Park Rules:**
- Park in parking lots only.
 - Dogs or pets are not allowed at the beach.
 - Alcohol and tobacco use is prohibited in all City parks, including Moore Lake Beach.
 - Park closing time is 10:00 p.m. Beach closing is earlier.
 - The City places certain restrictions on noise and other disruptive behavior.
 - Rental permits are issued for the picnic shelters. If you are using a shelter without a permit, you may be required to move.

Park Shelter Permits are available. Rental fees are \$35 for residents and \$75 for non-residents (plus tax). A refundable damage/clean-up deposit is also required. Reservations for picnic areas do not grant exclusive use of the park. For details or to check availability, call (763) 572-3570.

Spring into Home Improvements

Spring is here, summer is coming fast, and remodeling season has begun. If you are ready to update your bathroom, install new windows, or finally replace the siding or roof, we can help make your home improvement projects a reality.

The City of Fridley has partnered with the Lending Center at the Center for Energy and Environment (CEE) to provide low-interest financing for your home improvement projects. Through this partnership, residents have access to financing as low as 4.5% (APR 4.502%)*. With flexible terms,

monthly payments will be affordable. Most interior and exterior home improvement projects are eligible including remodeling, windows and doors, siding, roofing, and more.

Get started! Visit mnlendingcenter.org or call 612-335-5884. The Lending Center at CEE is a Minnesota nonprofit, helping homeowners for over 35 years.

* APR is based on a loan amount of \$50,000 for a 20-year term.

Cops & Cones

Last Wednesday of the month from 7 - 8 pm

June 28	Grandpa's
July 26	DQ
August 30	Grandpa's

Cool down this summer with some refreshing ice cream and chat with us!

Share your concerns, brainstorm crime prevention ideas, or just get to know us better.

<p>Grandpa's Homemade Premium Ice Cream 1258 East Moore Lake Drive</p>	<p>Dairy Queen Grill & Chill 225 Osborne Rd NE</p>
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On to New Adventures

Thank you, Sergeant Rick Crestik - Fridley Police, for 30 years of service and leadership to the community. Career highlights included Field Training Officer, Firearms Instructor, Range Master, Armorer, Investigator, Detective and his 2001 promotion to Sergeant.



Thank you, Jan Swanson - Springbrook Nature Center, for 28 years of dedication to creating a great community gathering place. Her legacy of volunteer coordination and event planning will continue Springbrook's success.



Thank you, Myra Harris Johnson - Fridley Police, for 21 years of helping neighbors work together for a safer city. Her outreach efforts laid the foundation for the ever-growing commitment to police-community partnerships.



We wish you all the happiness in your retirement and the new adventures that await you.

An Unfiltered, First-Hand Look at Fridley Policing

Get an inside look into police work. See what it means to be a patrol officer in today's volatile world. Gain a deeper understanding into the dedication it takes to serve and protect the community.

Join us for Citizen's Academy 2017

- Ride along during a patrol shift
- See a Fridley K9 in action
- Learn what "use of force" means and when it is used
- See, or even feel, the effect of a Taser

- Experience a 9-1-1 call from start to finish
- Dive into a narcotics investigation and discover what the drug world looks like
- Learn the tools officers use to be aware of their surroundings and guard their personal safety
- Gear up and join Fridley Fire for an evening
- Meet more than half of the officers that work for the City

The one-page application is available online at FridleyMN.gov/Police and go to Special Projects, or call (763) 572-3629.

Citizen's Academy
is held Wednesday nights,
September 6 - October 25, 2017.
Classes held in the lower level of
Fridley City Hall from 6:00 - 9:00 p.m.

This 8-week course is free to anyone who lives or works in Fridley and is 18 years and older with no felony convictions. Space is limited. Registration and criminal background checks are required.



Students Ride Along with Fridley Fire

Every year, Fridley Fire provides the opportunity for students in the Opportunities in Emergency Care program to do a firefighter ride along. Opportunities in Emergency Care (OEC) is an award-winning medical education program at Spring Lake Park High School, offering extensive opportunities to students interested in serving others in the healthcare field.

During the ride-along, students interact with patients, take vital signs and, if comfortable and appropriate, treat patients under the direct supervision of firefighters. Patient contact is a requirement in obtaining their EMT certification.

This year, Fridley firefighters will host approximately 30 students. Many current Fridley firefighters are graduates of the OEC program, and it is a great opportunity to recruit EMT's into the fire service.

Spring Lake Park's program is available to both in-district and out-of-district students. To learn more, visit www.springlakeparkschools.org/oec.



Meet the newest Fridley Firefighter: Christopher Allen

Chris is no stranger to firefighting, as he has served with the Columbia Heights Fire Department since 2014. He graduated high school in Crosby, MN, attended vocational training locally, and works right here in Fridley at EJ Ajax. Chris will be responding out of Station 1.

Chris was sworn in at a ceremony on April 10, 2017. He now proudly sports the Fridley firefighter badge featuring the Maltese Cross, a historic symbol of protection and honor.

Congratulations Fire Marshal Michael Spencer

The role of Fire Marshal plays a critical role in protecting both the citizens of our community and our own firefighters by enforcing safety standards and educating on fire prevention. Previously, Mike served in the US Navy and has served Fridley for 8 years. He was the first firefighter to earn the distinction of Firefighter of the Year in 2013.



Congratulations Captain James Lange

James Lange was also recognized at the recent fire badge ceremony for his promotion to full-time Fire Captain. James was previously a teacher in Brooklyn Center and has been with Fridley Fire since 2012. His strong education and leadership background will serve him well as Fire Captain for Station 3.

2017 Police Commendation Awards

Congratulations to the following Officers for excellent work over the past year:



DWI and Warrant Commendations
Officers Shawn Murphy, Erik Johnson and Tyler Abrahamson

Officer Assistance Recognition
Sergeant James Mork, Reserve Officer Joshua Norgaard, and Police Officers John Kotchen, Patrick Faber and Nico Wallat

Reserve Officer of the Year – Noah Huynh

On March 30, 2017, Fridley Police also honored the heroic actions of four citizens for their life-saving efforts after a woman at Lifetime Fitness went into cardiopulmonary arrest during a fitness class last

December. Lifetime Fitness was also acknowledged for their partnership with Fridley Police and efficient policies and training in medical emergencies.



Citizen Service Award
Dana Kutcher
Pam Grass
Christopher Popp
Tim Workman

Corporate Service Partnership
Lifetime Fitness, accepted by General Manager Marco Schisano

"To our citizen honorees, I don't think it is possible to say thank you enough," said Lieutenant Steve Monsrud. "You are a great example of our community partnering with our police department. A lot of our officers would not be able to accomplish the excellent work they do without the information and support we receive from community members."

SCREENAGERS

FREE Public Screening:
Screenagers
Presented by Fridley Cops and Clergy

Tuesday, June 6
7:00 - 8:30 p.m.
Fridley High School Auditorium

Free Event - Tickets @
screenagersmovie.com



Arrive Alive

“Two critical at the scene.”

These images depict the consequences of drunk driving and distracted driving. If you close your eyes, the visions of death and destruction still remain, and Fridley Police hope they linger long enough to make a student think twice before getting behind the wheel.

It is a powerful message, and one Fridley high school students experienced firsthand during an intensive two-day event, which concluded the day before prom.

Day 1: Students gather in the stadium bleachers. A firecracker noise echoes loud enough to rattle the seats, the sound of the crash simulated by a flash bang. A tarp is pulled off two vehicles and chaos ensues.

Student actors from the high school portray the victims of the crash, complete with blood, gore, tears and blame. The police are first on the scene, with firetrucks and ambulances close behind. Through the coordinated response by police, fire, Allina and Life Link III, these high school students were given the ability to see just how traumatic an incident like this can be. Radio traffic from Central Communications, beginning with the initial call to 9-1-1, was broadcast throughout the course of events as help arrived on the scene.

One student is critically injured, trapped in the vehicle. Firefighters extricate him from the car and he is taken away by ambulance. It does not look good. A helicopter lands and air-lifts a girl. The drunk driver is put through field sobriety tests and arrested. As for the innocent jogger hit by the first car, he is declared dead at the scene and taken away in a body bag.

That concludes Day 1.

Day 2: Students quietly gather in the auditorium, a casket stands alone in the front of the room.

A video of “confiscated cell phone footage” shows the events leading up to the crash. The video continues with the aftermath: field sobriety tests, the arrest, jail booking and courtroom activities. Then they listen as a girl gives the eulogy for her friend and an actor who “died” reads a letter of apology to his parents and friends. Day 2 concludes with words from Mothers Against Drunk Driving and one woman’s personal, real-world loss.

The images alone are enough to make you pause and think; the words even more powerful. If this incredible 2-day event makes a difference for even one teen driver, we call it a success. Let this be a reminder to all of us to make smart decisions, put the phone down and don’t drink and drive.



End of an Era, Opening the Door for Tomorrow

Working Together

In the early 90s, Fridley Fire Chief Robert Aldrich faced a challenge familiar to many fire departments: With fire scenarios continuously evolving and resources often limited, how do firefighters keep their skills a step ahead of disaster?

In 1991, he helped form a partnership – the Joint Powers Agreement – between the cities of Fridley, Brooklyn Center, Columbia Heights, Spring Lake Park, Blaine and Mounds View. Together, they formed the Fire Training Association. The goal was to share resources to ensure community firefighters would be prepared for a variety of fire situations. Later that year, Columbia Heights left the association and Aldrich retired, but the momentum continued.

Building Innovation

Together the Joint Powers Agreement constructed a fire training facility in 1997. The building was built in Fridley between Columbia Arena and the City



garage. It consisted of a 4-story tower, a 2½ story residential structure and a burn room. The site also contained a confined space training area simulating an underground storm sewer, a pump test station, a garage for storage, a mobile home classroom, and a large pad for propane fueled fires and extrication of vehicles. When the first K-9 units joined Fridley Police in 2009, it became a training ground for them as well.

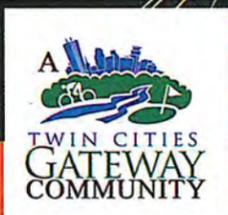
Over the years, the facility grew in popularity and was used by other fire departments, schools and technical rescue teams.

New Opportunities

Twenty years later, the training facility is no longer matching the needs for fire training. The Fire Department was facing \$100,000 in upgrades to keep it effective and the building was also in need of restoring and painting exposed metal.

Soon Fridley firefighter training needs will be met within an improved facility at the new City Hall, and firefighters will be able to use it year round. Since it will be attached to the fire station with staff onsite, it will be easier to maintain, heated and protected from the weather. It will also have additional safety features built in, such as fall protection from ladder work. Plus, firefighters will be able to easily transition between classroom training and hands-on training in only a few steps.

Technology is changing the future of firefighter training, and our new facility will be better equipped to adapt to those changes. The Digital Attack fire simulator (overviewed in the last city newsletter) is one step in that direction.



Fridley's Community Festival

Saturday, June 17

Commons Park
6249 7th Street NE
(corner of 61st and 7th)

Rain or Shine

Firefighter Food Drive

Fridley Firefighters and Fire Explorers will be staffing the "Fighting the Blaze" inflatable as a food drive to benefit SACA – Southern Anoka County Assistance. Guests are encouraged to bring non-perishable food items to the inflatable fair and help fill the hunger need in our community.

Schedule of Events

- 9:50 a.m. – Run for Fun – kick off the parade!
- 10:00 a.m. – 49'er Day Parade
- Noon – 4:00 p.m. – Kids DJ
- 1:00 p.m. – K-9 Demonstration
- 2:00 – 4:00 p.m. – Car Show
- 4:00 p.m. – Patriotic Pride Event with Color Guard and music by the Fridley City Band
- 6:00 – 10:00 p.m. – Fridley High School All-Class Reunion and Brat Pack Radio Band



Following the parade

- Inflatables, Slides and Games until 6:00 p.m.
- Kids Fun and Games
- BINGO
- Street Dance
- Beer and Wine Sales
- Vendor and Exhibit Booths
- Food! Food! Food!
- St. Paul Pioneer Football Youth Camp
- Criquet Demonstration
- Martial Arts Performance
- Music by the City Band and Color Guard with a special tribute to our local veterans
- Back by Popular Demand: Dunk a Cop!



The night concludes around 10:00 p.m. with a spectacular fireworks display!

If you would like to volunteer and help make this annual community celebration a success, get in touch! Call Sue at (763) 572-3573 or by email at recreation@FridleyMN.gov.



Wet & Wild Water Party

1:00 - 4:00 p.m.
Wednesday, July 12
Commons Park
6249 7th Street NE

Make a splash!
Grades K – 5
Event only: \$6/person
Or make it a whole day of fun,
7:00 a.m. – 5:30 p.m.: \$25
Pre-registration required.
Call (763) 572-3570 or register online at
FridleyMN.gov/recreation



NICKEL JAMBOREE

1:00 - 4:00 p.m.
Wednesday, August 2
Commons Park: 6249 7th St NE

Bring your spare change and try your luck! Carnival games, face painting, hayrides, puppets and more. Kids under 6, bring your parent.

No need to pre-register. We'll see you there!
Extended hours are available.
Call (763) 572-3570 for details.

FALL SPORTS – SIGNUP BEGINS IN JULY



League play begins week of August 14 at Community Park
5 weeks of doubleheaders
\$385 league entry fee including 10 games, umpires and softballs



Sundays, Sept 10 – Oct 29
A touch football activity designed to keep the "rough" style play to a minimum. No running plays allowed in this all passing league.
\$80 entry fee
(Games are scheduled around Viking telecasts.)



THANK YOU

In Memory Of

WAYNE DOUGLAS EBELTOFT

APRIL 7, 1929 - MAY 9, 2017

*Thank you for
your words of sympathy,
your voice of concern,
your gesture of caring
and the love you offer.*

The family of Wayne Ebeltoft

*Thank you for
the beautiful flowers
Ebeltoft Family*



Traffic Impact Study

Legends of Spring Lake Park
Spring Lake Park, MN

I hereby certify this report was prepared by me or under my direct supervision, and I am a duly Licensed Professional Engineer under the laws of the State of MN.

By:

A handwritten signature in black ink, appearing to read "Vernon E. Swing", is written over a horizontal line.

Vernon E. Swing, P.E.
License No. 41417

Date: April 27, 2017

Executive Summary

Background:

The Legends of Spring Lake Park Senior Apartments is proposed on County 10 Service Drive to the west of the County 10 and Central Avenue interchange in Spring Lake Park, Minnesota. The purpose of this study is to determine the traffic impacts associated with the build out of the proposed development on the study area roads and intersections where significant impact is anticipated.

Results:

The principal findings of this study are:

- The proposed development is estimated to generate 682 new trips during an average weekday, 39 new trips during the AM peak hour and 50 new trips during the PM peak hour.
- All study intersections will operate with acceptable overall delays and queues in all analysis scenarios.
- The proposed development will have a negligible impact on the operations of the public roadways or intersections.
- Site circulation is adequate.

Recommendations:

The following items are recommended based on the analyses contained in this study:

- No geometric or striping changes are required to the public roadways due to the expected traffic. Operations will remain about the same.
- Encourage/schedule move-ins and truck deliveries outside of the normal weekday peak periods to minimize conflicts with commuter traffic.

This study is based upon a concept development plan titled “Site Plan”, dated March 7, 2017. Assuming the general characteristics of the proposed development remain approximately the same as documented, minor changes in the final design are not expected to alter the study results or recommendations.

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1. Introduction

a. Proposed Development

The Legends of Spring Lake Park Senior Apartments is proposed to be developed on County 10 Service Drive to the west of the County 10 and Central Avenue interchange in Spring Lake Park, Minnesota. Figure 1 in the Appendix shows the general location of the site. The following are key attributes of the proposed development:

- i. Access to the site will be provided via three access points on County 10 Service Drive. The development plan is shown in Figure 2 of the Appendix.
- ii. The proposed development will include a 198-unit senior apartment complex called Legends of Spring Lake Park.
- iii. The development is expected to be fully occupied by 2018.
- iv. 81 surface parking stalls are proposed for the site as well as an underground ramp.
- v. The proposed development complies with the current zoning C-2, Neighborhood & Service Center Commercial.

b. Purpose of Study

The purpose of this study is to determine the traffic impacts associated with the build out of the proposed development. The traffic impacts are studied on the roads and intersections surrounding the site where significant impact may occur due to the presence of site generated traffic, and improvements are recommended where mitigation is needed. For those not familiar with the general concepts and terms associated with traffic engineering, *The Language of Traffic Engineering* guide is provided in the Appendix.

c. Study Objectives

The objectives of this study are:

- i. Document how the study intersections and roadways currently operate.
- ii. Forecast the amount of traffic expected to be generated by the proposed development.
- iii. Determine how the study intersections and roadways will operate in the future with and without the proposed development.
- iv. Recommend appropriate mitigation measures if poor operations are identified.

The roadway corridors studied in this document include those surrounding the proposed site, which are:

- i. Able Street
- ii. Manor Drive
- iii. Laddie Road
- iv. County 10 Service Drive

For the purposes of this traffic study, the study intersections closest to the proposed development and where the greatest impact is expected were chosen for review and include:

- i. Able Street & Manor Drive
- ii. Laddie Road & Manor Drive
- iii. Laddie Road & County 10 Service Road

This study is based upon a concept development plan titled “Site Plan”, dated March 7, 2017. Assuming the general characteristics of the proposed development remain approximately the same as documented, minor changes in the final design are not expected to alter the study results or recommendations.

It should be noted that this study does not account for the existing roadway conditions such as pavement quality or appropriate drainage.

2. Existing Conditions

a. Corridor Characteristics

As mentioned, the proposed site is located on County 10 Service Drive to the west of the County 10 and Central Avenue interchange in Spring Lake Park, Minnesota. Table 1 shows the characteristics of the key roadway corridors around this site and within the study area.

Table 1 – Study Corridor Characteristics

Name	Designation ¹	Classification ²	Speed Limit	Lanes	Transit ³	Peds/ Bicycles
Able Street	Local Road	Major Collector	30 mph	2 Undivided	N/A	Sidewalk on West Side
Manor Drive	Local Road	Local Road	30 mph	2 Undivided	N/A	No Sidewalks
Laddie Road	Local Road	Local Road	30 mph	2 Undivided	N/A	No Sidewalks
County 10 Service Drive	Local Road	Frontage Road	30 mph	2 Undivided	N/A	No Sidewalks

¹ I = Interstate, TH = Trunk Highway, CSAH = County State Aid Highway, CR = County Road, MSA = Municipal State Aid Route.

² Per the City of Spring Lake Park classification map.

³ Number of routes with stops around the proposed site followed by the approximate frequency of transit service during the peak periods.

b. Traffic Volumes

Intersection video was collected at the existing study intersections under normal weekday conditions in April 2017. Using these videos, 48-hour turning movement counts were obtained at the study intersections.

The average AM and PM peak hours were found to be from 7:15 to 8:15 AM and 4:00 to 5:00 PM. The “typical day” counts from these two peak hours were used at the study intersections for analysis. The turning movement count data from the counts are contained in fifteen minute intervals in the Appendix.

Based on the “typical day” turning movement volumes, the current daily traffic volumes on each study corridor are:

- i. 5,600 vehicles per day on Able Street.
- ii. 800 vehicles per day on Manor Drive.
- iii. 500 vehicles per day on Laddie Road.
- iv. 400 vehicles per day on County 10 Service Road.

3. Forecasted Traffic

a. Site Traffic Forecasting

A trip generation analysis was performed for the development site based on the methods published in the Institute of Transportation Engineers (ITE) Trip Generation Manual, 9th Edition. The ITE manual compiles studies from across the country to provide a national average traffic for various land uses.

For each analysis, the raw trip generation was divided among three types of trips – new, pass-by, and internal. Pass-by trips are those vehicles already on the roads which will stop at the development site in the future. Internal trips are those vehicles within the site visiting two or more stores. New trips represent traffic increasing the overall number of vehicles at the intersections. All pass-by, internal, and net new percentages used in this study were based on the values published in the *ITE Trip Generation Manual, 9th Edition*, the breakdown between these types of trip generation is:

- 0 percent Internal Trips.
- 0 percent Pass-By Trips.
- 100 percent New Trips.

The resultant forecast of new trips generated by the proposed development are summarized in Table 2. A detailed trip generation table showing the exact breakdowns is provided in the Appendix.

Table 2 – New Trip Generation

Land Use Code	Description & Size	Daily		AM Peak Hour		PM peak Hour	
		In	Out	In	Out	In	Out
252	Senior Apartments (198 Units)	341	341	13	26	27	23

A trip distribution pattern was developed for the generated traffic going to and from the proposed development. This pattern is based on the existing traffic volumes, site access, competing land uses, and access to the regional transportation system. The general trip distribution pattern for this study is:

- i. 5 percent of the generated traffic to/from the east on County 10 Service Drive.
- ii. 45 percent of the generated traffic to/from the south on Able Street.
- iii. 50 percent of the generated traffic to/from the north on Able Street.

Traffic generated by the site development was assigned to the area roadways per this distribution pattern.

b. Non-site Traffic Forecasting

The study area is fully developed and consists of local roads with existing households and developments. No additional background traffic is expected by the 2018 Build year.

c. Total Traffic

Traffic forecasts were developed for the 2018 scenario by adding the traffic generated by the proposed development to the non-site forecast volumes. The resultant 2018 peak hour forecast are shown in the capacity files of the Appendix for each scenario.

4. Analyses

a. Corridor Vehicular Analysis

While many factors contribute to a road feeling congested, the two biggest factors are volume, how many vehicles are using the road, and capacity, how many vehicles the road can accommodate a day. Transportation professionals use these pieces of information to create a ratio of volume to capacity. For example, a road with a volume to capacity ratio of 1.0, where the traffic demand is nearly equal to the traffic supply, will feel congested to motorists.

Below is a rough guide of the daily traffic volumes different types of roads can accommodate based on Exhibits 10-9 and 16-14 of the *Highway Capacity Manual*. For planning-level purposes, if the Average Daily Traffic (ADT) volume on a roadway is below the threshold, then it is considered un-congested. If the daily volume falls inside the range, the road is almost congested, and if the daily volume is over the threshold the road is congested.

- 2-Lane (one in each direction with left turn lanes at busy intersections and coordinated signals), undivided street, are considered almost congested with a volume of 11,500 to 19,900 vehicles per day.
- 4-Lane, divided street (two in each direction with left turn lanes at busy intersections and coordinated signals), – 23,500 to 37,900 vehicles per day.
- 6-Lane, divided street (three in each direction with left turn lanes at busy intersections and coordinated signals), – 34,800 to 54,300 vehicles per day.

The above capacities represent planning-level, capacity in ideal roadway conditions with assumptions for the percentage of peak hour traffic, access spacing, traffic control, and other factors. Research from UC Berkley, for example, indicates quality of life along a residential street is negatively impacted when the ADT exceeds 1,000 vehicles per day. Therefore, the 1,000 vehicle per day threshold is used for the capacity along neighborhood two lane roads even though its physical capacity is approximately ten times larger.

To provide an initial planning-level screening, Chart 1 provides the daily volume to capacity ratios of the study corridors during each of the study years. As shown, all intersections are below capacity.

Chart 1 – Study Corridor Volume to Capacity



b. Intersection Vehicular Analysis

Individual intersections can perform poorly during peak periods while the overall roadway corridor is operating with an uncongested daily volume to capacity ratio lower than 1.0. Therefore, capacity analyses are performed for the study intersections to determine if they need improvements such as turn lanes or an upgrade in traffic control.

The existing and forecasted turning movement volumes along with the existing intersection configurations and traffic control were used to develop the average delay per intersection in each study scenario. The current intersection geometry and control for each study intersection is shown in the Appendix. The delay calculations were done in accordance with the 2010 *Highway Capacity Manual* using the Vistro software package. The full calculations for each study scenario, including Level of Service (LOS) grades and queue lengths, are included in the Appendix. Also included is a guide explaining the Level of Service grade concept.

Instead of reporting average approach delays, Chart 2 (AM peak hour) and Chart 3 (PM peak hour) show the 95th percentile queue as the measure of effectiveness at intersections with side street stop sign control. Based on our

experience, improvements are not warranted at these types of intersections until the 95th percentile queue at a stop sign is in the five to ten vehicle range.

Average delays are not presented for intersections with side street stop sign control because the vast majority of vehicles going through the intersection are on the main roadway and have zero delay, which leads to low overall average delays. At side street stop sign controlled approaches to busy roadways, the average delay for all the vehicles on the approach often exceeds 60 seconds. This can be the case for a few vehicles waiting at the stop sign where improvements would not be justified based on the low traffic volume.

Chart 2 – AM Peak Hour Queues: Side Street Stop Sign Controlled Intersections

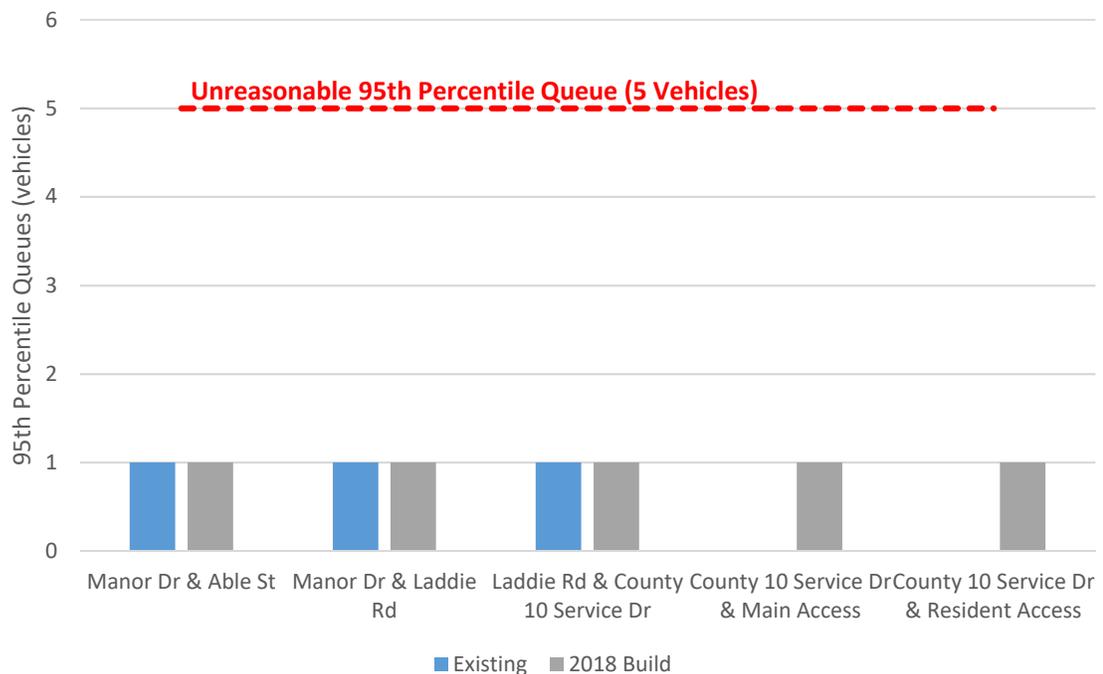
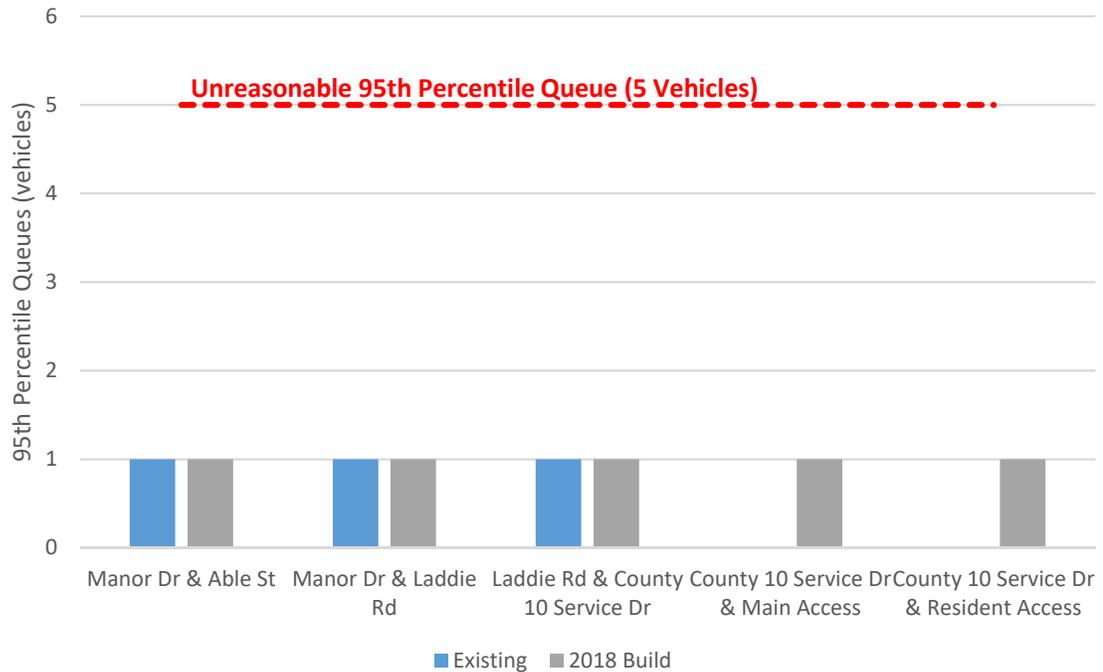


Chart 3 – PM Peak Hour Queues: Side Street Stop Sign Controlled Intersections



As shown in Charts 2 and 3, the study intersections are all operating acceptably today and are expected to continue to operate acceptably into the future with the proposed development and additional background growth. Very little difference is expected between the existing and future build scenario conditions.

c. Vehicular Mitigation Analysis

Per the above analyses, all the study intersections and corridors will operate acceptably throughout the study scenarios. No mitigation is required for the public roadway intersections due to the Legends of Spring Lake Park Senior Apartments development.

d. Concept Site Plan & Multi-Modal Review

The concept site plan shown in Figure 2 of the Appendix was reviewed to determine if the plan provides appropriate circulation, and minimizes conflicts. Following are key transportation elements of the concept site plan:

- i. Passenger cars will generally be to/from the resident access at the north-east corner of the site. Visitors, move-ins, and drop offs will use the main access points.
- ii. Moving trucks are expected to circulate via the main access points. Garbage collection is located at the entrance to the underground parking ramp, loading/unloading of deliveries should be encouraged/scheduled during non-peak times.

- iii. The proposed site will accommodate 60 parking spaces around the proposed building. This amount is similar to what is currently provided with a change in circulation on the west aisle to better accommodate the drive-thru circulation. Based on counts and observations of the existing stores, the parking needs may approach the parking capacity during the lunchtime rush. Proper signing and/or pavement markings should be provided to minimize confusion for the new one-way road.
- iv. A sidewalk connection is proposed around the entire site for pedestrians.
- v. Bicycle parking is not shown in the proposed site plan, but should be considered to allow for an alternative mode of transportation.

5. Conclusions and Recommendations

The traffic impacts of the proposed development were thoroughly studied and the principal findings are:

- The proposed development is estimated to generate 682 new trips during an average weekday, 39 new trips during the AM peak hour and 50 new trips during the PM peak hour.
- All study intersections will operate with acceptable overall delays and queues in all analysis scenarios.
- The proposed development will have a negligible impact on the operations of the public roadways or intersections.
- Site circulation is adequate.

The following recommendations are made based on the above findings:

- No geometric or striping changes are required to the public roadways due to the expected traffic. Operations are expected to remain about the same.
- Encourage/schedule move-ins and truck deliveries outside of the normal weekday peak periods to minimize conflicts.

Video Production



Municipal Producer, Trevor Scholl, was able to meet with Lexington and Lino Lakes staff in May. He explained the services that he provides, met staff that he will be working with, and added requested projects to his shoot catalog. Trevor completed eight of the projects that had previously been requested. Staff members Ben Hayle, Danika Peterson, and T.J. Tronson also either produced programs or assisted in the production of programs for the City channels.

▪ May Completed Videos/Playing on City Channels & Internet

Title	Producer	Runtime
Mayor's Minutes Blaine	Trevor Scholl	00:06:03
Humane Society Adopt A Cat Month	Trevor Scholl	00:03:54
Centennial Lakes Police Dept. Body Cams	Trevor Scholl	00:08:43
2017 Senior Safety & Wellness Fair	Trevor Scholl	00:06:03
Lexington Memorial Park Softball Preview	Trevor Scholl	00:02:00
Blaine Parks Recycling PSA	Trevor Scholl	00:00:51
Blaine CivicReady App	Trevor Scholl	00:02:18
Blaine World Fest	Trevor Scholl	00:05:17
Anoka County Board Meeting (5/9/17)	T.J. Tronson	01:03:54
Anoka County Board Meeting (5/23/17)	T.J. Tronson	00:44:04
Cable Commission Meeting	T.J. Tronson	00:28:45

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

- Tower Days Events
- Blaine Festival
- Spring Lake Park Mayor's Minutes
- Ham Lake DNR/Invasive Species
- Ham Lake Mayor's Minutes
- Lino Lakes YourGov App
- Lino Lakes Child Car Seat Safety
- Fetes Des Lacs
- Blue Heron Days
- Circle Pines Mayor's Minutes
- Lexington Mayor's Minutes
- Blaine Tip 411 App
- Business profiles

- Fire station recruitment needs for each department
- Explorers programs
- City comprehensive plan coverage
- Lexington Fall celebration



Equipment Consulting/Technical Support

Blaine

- Assisted Roark with question regarding FS3 Frame Sync for conversions between the Chamber and the Cloverleaf Farms room at City Hall.
- Received an email from Roark regarding RFPs. Received proposals from Alpha Video and Z Systems on the Blaine City Hall upgrade. Scheduled a meeting with Roark and Eric to go over the proposals in detail.

Centerville

- Communicated with Teresa regarding upgrading equipment to HD. Centerville is ready to begin process. Emailed Mike Pouh at Alpha Video to arrange a time to go to Centerville for a site survey.

Circle Pines

- Circle Pines did not request any technical assistance in May.

Ham Lake

- Check with Comcast regarding progress on I-Net fiber install for transport of Ham Lake video signal from City Hall to NMTV head-end. Comcast says all that remains to be done is some splicing and equipment installations at their head-end. This should fix the video degradation in transport from Ham Lake to NMTV.

Lexington

- Lexington did not request any technical assistance in May.

Lino Lakes

- Finished researching live streaming options for Lino Lakes. Recommend Tightrope's Reflect Service. It comes with a yearly subscription but it is a cloud based service that won't require extraordinary bandwidth. Other options include the Ross MSE card that will stream a live output, but also require more bandwidth. Depending on number of simultaneous viewers, performance will be affected. Also, NMTV is having problems with a Ross MSE card that Ross has been unable to rectify. Waiting for information from NMTV website designers to make sure our Lino meeting page can accommodate the live stream.
- Emailed Jeff Karlson about dais upgrade. Asked Jeff a question for Z Systems regarding the top of the dais. Lino Lakes is currently not planning on a new top.
- Made calls to vendors to research streaming possibilities for Lino Lakes meetings.
- Made additional calls to vendors with more questions regarding live streaming solutions.
- Received Lino Lakes upgrade estimate from Z Systems for input. Included the block diagram and console elevation drawings.
- Emailed Jeff Karlson to schedule a meeting with Z Systems.

Spring Lake Park

- Went to Spring Lake Park with TJ to look into the issues with the cameras looking off. Began the diagnosis process.
- Went back to Spring Lake Park the next day and resolved all the issues with cameras and reprogrammed all the macro buttons on the software program. Also helped Wanda figure out how to use the graphics program and integrate it into the switch program.

All Cities

- Worked with Rit Das from Haivision regarding Makito X networking.

- Submitted change order for additional sync card and extra Makito X dual blade decoder for City upgrade. Will provide redundancy.

Master Control



Programming Coordinator, Michele Silvester, along with help from Eric Houston and Tarkor Zehn, 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.

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. At the same time it is also encoded on a server for future playbacks. The following meetings were processed in May:

Title	Producer	Runtime
Blaine Traffic Commission Meeting (5/2/17)	Blaine Staff	01:22:37
Blaine City Council Meeting (5/4/17)	Blaine Staff	02:13:31
Blaine Planning Commission Meeting (5/9/17)	Blaine Staff	00:11:59
Blaine Natural Resources Conservation Board Meeting (5/16/17)	Blaine Staff	00:39:27
Blaine City Council Meeting (5/18/17)	Blaine Staff	01:33:40
Blaine Park Board Meeting (5/23/17)	Blaine Staff	00:27:43
Centerville City Council Meeting (5/10/17)	Centerville Staff	02:21:01
Centerville City Council Meeting (5/24/17)	Centerville Staff	00:24:21
Circle Pines Park Board Meeting (5/2/17)	Circle Pines Staff	00:18:06
Circle Pines City Council Meeting (5/9/17)	Circle Pines Staff	00:28:38
Circle Pines Utility Commission Meeting (5/17/17)	Circle Pines Staff	00:56:41
Circle Pines City Council Meeting (5/23/17)	Circle Pines Staff	00:23:13
Ham Lake City Council Meeting (5/1/17)	Ham Lake Staff	01:14:49
Ham Lake Planning Commission Meeting (5/8/17)	Ham Lake Staff	00:06:12
Ham Lake City Council Meeting (5/15/17)	Ham Lake Staff	02:36:14
Ham Lake Planning Commission Meeting (5/22/17)	Ham Lake Staff	00:40:59
Lexington City Council Meeting (5/4/17)	Lexington Staff	00:34:00
Lexington City Council Meeting (5/18/17)	Lexington Staff	01:28:11
Lino Lakes City Council Meeting (5/8/17)	Lino Lakes Staff	01:43:46
Lino Lakes Planning & Zoning Commission Meeting (5/10/17)	Lino Lakes Staff	01:22:15
Lino Lakes City Council Meeting (5/22/17)	Lino Lakes Staff	01:13:07

Title cont.	Producer cont.	Runtime cont.
Spring Lake Park City Council Meeting (5/15/17)	Spring Lake Park Staff	01:02:50
22 New Programs		20:24:24 New Hours

Meetings are scheduled for replay based on schedules requested by each City. Additional video programming produced by NMTV staff is also scheduled on the channels. The table below outlines how many times a video program was entered into the Tightrope system, and played back on each City channel.

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	517	296:49:48
Centerville	136	86:57:40
Circle Pines	268	131:10:04
Ham Lake	122	110:22:34
Lexington	281	289:44:24
Lino Lakes	94	84:10:24
Spring Lake Park	184	115:52:12
Totals:	1,602 Program Playbacks	1,105:07:06 Hours of Video Programming on Channels

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. Eric Houston is currently updating the pages for Cities that have indicated interest in his assistance. He began updating the pages in March, where hundreds of new slides were created. In May, new slides were created upon request. New Tightrope Carousel graphics generators have been purchased for Cities and will be installed by July. At that time, Eric will be responsible for all City approved content on the Carousel units. The following work was done for City graphics pages in May:

- **Blaine**
- Created Carousel demo channel.
- **Centerville**
- No pages were updated.
- **Circle Pines**
- Create 3 new SCALA slides.
- **Ham Lake**
- No pages were updated.
- **Lexington**
- No pages were updated.
- **Lino Lakes**
- Created 21 graphics slides and a demo packet to show Jeff Karlson and City staff
- Met with Jeff Karlson at Lino Lakes to review plans for the new Carousel
- Spoke with Lisa, the Carousel point-person.
- **Spring Lake Park**
- Create 13 graphics slides

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. 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 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 May:

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

Administrative



The three issues dealt with in May include the ongoing process for updating graphics generators and HD signal transport from Cities, and looking into participating in a ADA Closed Captioning compliance review and franchise fee payment review.

- **Carousel/Makito X**
 - Held meeting with Alpha project manager to plan installation and commissioning of Carousel units.
 - Discover that there may be some savings over original bid price, due to less expensive newer model. Staff also feels that training is not necessary for the Makito X units, resulting in savings. Any franchise fees left after the purchase of the City equipment will be returned to Cities.

ADA Compliance Work Plan

- Talked with Commission attorney regarding participating in ADA Closed Captioning study with other franchise authorities.
- Discussed ADA Closed Captioning issues with Operations Committee and Commission.
- Signed up to participate in individualized ADA study to determine compliance with closed captioning rules.

Franchise Fee Review

- Looked into possibility of conducting franchise fee review on Comcast records.
- Determined it would make more sense to conduct franchise fee review as part of upcoming franchise renewal. Will include cost of conducting one in 2018 budget.

North Metro TV

May 2017 Update

Program Production

In May, a total of 61 programs were produced utilizing the North Metro facilities, funds, and services. This constitutes 61% of our program production.

- 33 programs were produced by the public
- 43 programs were produced by NMTV staff
- 22 programs were produced by City staff



Van Shoots

The HD truck was used for 100 hours of production. Events produced live and recorded for additional playback include:

- Baseball - Blaine vs. Centennial
- Boys Lacrosse - Centennial vs. Blaine
- Softball - Spring Lake Park vs. Blaine
- Softball - Centennial vs. Spring Lake Park
- Boys Lacrosse - Wayzata vs. Blaine
- Boys Lacrosse - Spring Lake Park vs. Centennial
- Softball - Duluth vs. Blaine
- Baseball - Cambridge-Isanti vs. Blaine



Workshops

Workshop	Instructor	Organization	Students
DaVinci Academy Production Series, Class 3	Eric Houston	DaVinci Students	6
DaVinci Academy Production Series, Class 4	Eric Houston	DaVinci Students	6
DaVinci Academy Production Series, Class 5	Eric Houston	DaVinci Students	4
Intro to NMTV	Eric Houston	General Public	3
DaVinci Academy Production Series, Class 6	Eric Houston	DaVinci Students	7
DaVinci Academy Production Series, Class 7	Eric Houston	DaVinci Students	7
Camera	Eric Houston	General Public	6
DaVinci Academy Production Series, Class 8	Eric Houston	DaVinci Students	7
DaVinci Academy Production Series, Class 9	Eric Houston	DaVinci Students	5
Studio	Eric Houston	General Public	5

Workshop con.	Instructor con.	Organization con.	Student con.
DaVinci Academy Production Series, Class 10	Eric Houston	DaVinci Students	4
Editing	Eric Houston	General Public	5
Xpression 102	Matt Waldron	Staff, interns, volunteers	1
Xpression 102	Matt Waldron	Staff, interns, volunteers	2
1 Workshop			6 Student

Home Movie Transfers

Home movie transfers have become one of our most popular services. Residents can transfer their family videos, film, slides, and photos at North Metro TV themselves for free, or pay NMTV to do it. Most participants want to do it themselves.

Month	Hours Transferred	Tapes	Film Reels	DVDs	Photos/ Slides	Fees Paid
January	205.75	5	174	46	0	\$675
February	165.75	65	41	14	672	\$411
March	131.5	41	9	45	0	\$305
April	111.5	60	34	40	0	\$157.50
May	192.25	1	5	16	473	\$215
TOTAL	1111	0	0	161	1,220	\$1,600

Public Usage Stats

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, outreach, or educational.

Month	Unique Individuals	Total Usage Hours
January	67	523.5
February	74	461.75
March	54	476.75
April	71	326.5
May	106	665
TOTAL PUBLIC USAGE		2,000

Production Highlights

NMTV News Highlights

Each week Daniela Peterson and Ben Hayle create a news program that highlights events, people, issues, and information important to citizens of our Member Cities. Some May highlights include:

- Alexandra House Faces Grant Loss
- Olympic Trials Come to Blaine
- Anoka County Remembers Fallen Officers
- Spring Lake Park Business Enters Final Season
- Gander Mountain Closing



- Connexus Energy Creates Pollinator Friendly Solar Garden.
- Blaine's Weekly Outdoor Farmers Market

In addition to daily playbacks of North Metro TV News on the cable systems, there are over 390 local stories archived for viewers on the NMTV YouTube page. The page can be accessed through the northmetrotv.com website.

VIP Awards

The 15th Annual VIP Awards Ceremony took place on Tuesday, May 2nd. For the third year the event was held at the Historic Heights Theatre. The Theatre staff had VIP Awards spelled out on the marquee, and our poster for the event was in the display case. The organist played until the ceremony started and popcorn and beverages were provided. A photography area was set up so people could have their pictures taken before the ceremony and after with their awards. We had a great turn-out and have heard nothing but compliments regarding the venue. In total, 2 trophies and many certificates of appreciation were given to some very deserving folks. The event was taped and each individual award recipient's segment is presented as a separate program. By doing this we could easily post each award winner's segment to YouTube and our website.



NMTV Sports and Social Media

New Sports Producer, Jeremy Millington, has been working to bring more NMTV sports to social media. New to the station are Facebook Live pre-game hits from the announcers down on the field before the game starts. They let viewers know what game is coming up and what you can expect to see during the live coverage of the event. They then produce in-game and final score updates on the Facebook feed and post upcoming games that are scheduled. After the live game is over, Jeremy puts together game summaries with highlights, music and announcer voice-overs. The game summaries are also posted to YouTube.

New Truck Graphics

The new truck graphics are done. It took a few weeks for Video Engineer and graphics guru, Matt Waldron, to design the wrap. Then the sign company came out and measured the vehicle. After that it took about a week for the actual work to be completed. The back of the truck includes the names of our Member Cities and the services that NMTV provides.



City Productions

Municipal Producer, Trevor Scholl, completed many of the programs that were requested by Cities during his first meetings. New meetings included Lexington and Lino Lakes staff. He introduced himself, explained the services he could provide and scheduled requested productions. Projects that were completed in May include

- Blaine Mayor's Minutes
- Humane Society Adopt a Cat Month
- Centennial Lakes Police Dept. Body Cams
- 2017 Senior Safety & Wellness Fair
- Lexington Memorial Park Softball Preview
- Blaine Parks Recycling PSA
- Blaine Civic Ready App
- Blaine World Fest

Future programs being organized include

- Tower Days Events
- Blaine Festival
- Spring Lake Park Mayor's Minutes
- Ham Lake DNR/Invasive Species
- Ham Lake Mayor's Minutes
- Lino Lakes YourGov App
- Lino Lakes Child Car Seat Safety
- Fetes Des Lacs
- Blue Heron Days
- Circle Pines Mayor's Minutes
- Lexington Mayor's Minutes
- Blaine Tip 411 App
- Business profiles
- Fire station recruitment needs for each department
- Explorers programs
- City comprehensive plan coverage
- Lexington Fall celebration

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.

New Sports Producer

When Sports Producer, Matt Waldron, accepted the position of NMTV Video Engineer, his position opened up for the first time in fifteen years. The job was posted and resumes started coming in. After two weeks of interviews with some very qualified candidates, Jeremy Millington was offered the position. He has worked for the last nine years as a production specialist for the City of Coon Rapids producing local sporting events with their production truck. Previous to that he was a volunteer with North Metro TV. Jeremy will be producing high school sporting events with the new HD production truck. He will also be working to improve NMTV Sports presence on the website and social media. So, welcome back Jeremy!



Production equipment consulting for cities and schools

Brian

- Assisted Roar with question regarding FS3 Frame Sync for conversions between the Chamber and the Cloverleaf Farms room at City Hall.
- Received an email from Roar regarding RFPs. Received proposals from Alpha Video and Systems on the Blaine City Hall upgrade. Scheduled a meeting with Roar and Eric to go over the proposals in detail.

Center

- Communicated with Teresa regarding upgrading equipment to HD. Centerville is ready to begin process. Emailed Mike Pouh at Alpha Video to arrange a time to go to Centerville for a site survey.

- **Circle Pines** did not request any technical assistance in May.
- **Cherish** with Comcast regarding progress on I-Net fiber install for transport of Ham Lake video signal from City Hall to NMTV head-end. Comcast says all that remains to be done is some splicing and equipment installations at their head-end. This should fix the video degradation in transport from Ham Lake to NMTV.
- **Lexington** did not request any technical assistance in May.
- **Lino Lakes**
 - Finished researching live streaming options for Lino Lakes. Recommend Tightrope's Reflect Service. It comes with a yearly subscription but it is a cloud based service that won't require extraordinary bandwidth. Other options include the Ross MSE card that will stream a live output, but also require more bandwidth. Depending on viewers performance will be affected. Also, NMTV is having problems with a Ross MSE card that Ross has been unable to rectify. Waiting for information from NMTV website designers to make sure our Lino meeting page can accommodate the live stream.
 - Emailed Jeff Karlson about dias upgrade. Asked Jeff a question for Z Systems regarding the top of the dias. Lino Lakes is currently not planning on a new top.
 - Made calls to vendors to research streaming possibilities for Lino Lakes meetings.
 - Made additional calls to vendors with more questions regarding live streaming solutions.
 - Received Lino Lakes upgrade estimate from Z Systems for input. Included the block diagram and console elevation drawings.
 - Emailed Jeff Karlson to schedule a meeting with Z Systems.
- **Spring Lake Park**
 - Went to Spring Lake Park with TJ to look into the issues with the cameras looking off. Began the diagnosis process.
 - Went back to Spring Lake Park the next day and resolved all the issues with cameras and reprogrammed all the macro buttons on the software program. Also helped Wanda figure out how to use the graphics program and integrate it into the switch program.
- **Andrew**
 - Worked with Rit Das from Haivision regarding Makito X networking.
 - Submitted change order for additional sync card and extra Makito X dual blade decoder for City upgrade. Will provide redundancy.

City Channel 16 Playback Stats

City	Number of Times Programs Played	Hours Programmed on Channel
Blaine	517	296:49:40
Centerville	136	6:57:40
Circle Pines	26	131:10:04
Ham Lake	122	110:22:34
Lexington	21	2:9:44:24
Lino Lakes	94	4:10:24
Spring Lake Park	14	115:52:12
Total	1,602 Programs Played	1,100:06 Hours of Video Programmed on Channel

Programs Produced by the Public

Title	Producer	Runtime
Connecting Anoka County	Julie Jeppson/Eric Houston	00:20:37
Chit Chat	Sharon Carlson	00:30:40
Off Constantly	David Bauer	00:31:24
Blaine High School Orchestra	Max Schwinghammer	00:12:03
The Undersea Kingdom	DaVinci Students/Eric Houtson	00:56:20

T	Produc	Run
Special Olympics on NMTV	Dave Bauer, Brett Wong, Eric Houston	01:39:01
We Did It MN Special Olympics	Dave Buaer, Brett Wong, Eric Houston	00:02:37
The Undersea Kingdom Chapter 5	DaVinci Students, Eric Houston	00:16:00
60 Second Movie Reviews (2 episodes)	DaVinci Students/Eric Houston	00:02:00
Every Movie Ever (3 episodes)	Ben Daniels/Alex Johnson/Gavin Van Trease/Eric Houston	01:10:06
NMTV Game Time	Video Club	00:20:36
A Fresh New Day (4 episodes)	Anita Wardlaw	02:05:49
His Legacy TV (2 episodes)	Nonie Tanner	00:26:17
Cornerstone Church	Ric Bostrom	00:27:35
The Power of Love (2 episodes)	Ric Larson	01:00:00
LovePower (2 episodes)	Ann Sandell	02:00:00
Rice Cree Watershed District Meeting (2 episodes)	Theresa Stasica	04:23:55
Hope Church (3 episodes)	Cindy Hardy	01:57:44
Oa Par Moments (3 episodes)	David Turnidge	02:01:31
2022 N Pro		20:22 N Hour

Programs Produced by NMTV Staff

Title	Producer	Runtime
Ano County Board Meeting (5/9/17)	T.J. Tronson	01:03:54
Ano County Board Meeting (5/23/17)	T.J. Tronson	00:44:04
Cable Commission Meeting	T.J. Tronson	00:24:45
Blaine High School Spring Band Concert	T.J. Tronson	02:00:00
NMTV News (3 episodes)	Dani Peterson/Ben Hayle	01:03:10
Blaine Mayor's Minutes	Trevor Scholl	00:6:11
Humane Society Adopt A Cat Month	Trevor Scholl	00:03:54
Centennial La Police Dept. Body Cams	Trevor Scholl	00:04:43
2017 Senior Safety & Wellness Fair	Trevor Scholl	00:06:03
Lexington Memorial Par Softball Preview	Trevor Scholl	00:02:00
Blaine Par's Recycling PSA	Trevor Scholl	00:00:51
Blaine CivicReady App	Trevor Scholl	00:02:1
Blaine World Fest	Trevor Scholl	00:05:17
NMTV VIP Awards Shorts (19 episodes)	Eric Houston	00:31:05
Baseball Blaine/Centennial	Kenton Kipp	01:44:49
Boys Lacrosse Centennial/Blaine	Kenton Kipp	01:36:09
Softball Spring Lae Par/Blaine	Kenton Kipp	01:41:5
Softball Centennial/Spring Lae Par	Kenton Kipp	01:49:57
Boys Lacrosse Wayata/Blaine	Kenton Kipp	01:44:0
Boys Lacrosse Spring Lae Par/Centennial	Jeremy Millington	01:50:51
Softball 7AAAA F Duluth/Blaine	Kenton Kipp	01:43:50
Baseball 7AAAA F Cambridge-Isanti/Blaine	Kenton Kipp	02:03:17
Captains & Coaches Blaine Trap & Sheet	Jeremy Millington	00:04:21
2022 N Pro		20:00:00 N Hour

Programs Produced by City Staff

Title	Producer	Runtime
Blaine Traffic Commission Meeting 5/2/17	Blaine Staff	01:22:37
Blaine City Council Meeting 5/4/17	Blaine Staff	02:13:31
Blaine Planning Commission Meeting 5/9/17	Blaine Staff	00:11:59
Blaine Natural Resources Conservation Board Meeting 5/16/17	Blaine Staff	00:39:27
Blaine City Council Meeting 5/17/17	Blaine Staff	01:33:40
Blaine Parish Board Meeting 5/23/17	Blaine Staff	00:27:43
Centerville City Council Meeting 5/10/17	Centerville Staff	02:21:01
Centerville City Council Meeting 5/24/17	Centerville Staff	00:24:21
Circle Pines Parish Board Meeting 5/2/17	Circle Pines Staff	00:11:06
Circle Pines City Council Meeting 5/9/17	Circle Pines Staff	00:21:31
Circle Pines Utility Commission Meeting 5/17/17	Circle Pines Staff	00:56:41
Circle Pines City Council Meeting 5/23/17	Circle Pines Staff	00:23:13
Ham Lake City Council Meeting 5/1/17	Ham Lake Staff	01:14:49
Ham Lake Planning Commission Meeting 5/17/17	Ham Lake Staff	00:06:12
Ham Lake City Council Meeting 5/15/17	Ham Lake Staff	02:36:14
Ham Lake Planning Commission Meeting 5/22/17	Ham Lake Staff	00:40:59
Lexington City Council Meeting 5/4/17	Lexington Staff	00:34:00
Lexington City Council Meeting 5/17/17	Lexington Staff	01:21:11
Lino Lakes City Council Meeting 5/17/17	Lino Lakes Staff	01:43:46
Lino Lakes Planning & Zoning Commission Meeting 5/10/17	Lino Lakes Staff	01:22:15
Lino Lakes City Council Meeting 5/22/17	Lino Lakes Staff	01:13:07
Spring Lake Parish City Council Meeting 5/15/17	Spring Lake Parish Staff	01:02:50
22 New Programs		202:21:00 Net Hours

If you have any questions or comments regarding this monthly report please contact Heidi Arnson at 763.231.2801 or harnson@northmetrotv.com.

COON CREEK WATERSHED DISTRICT PERMIT REVIEW

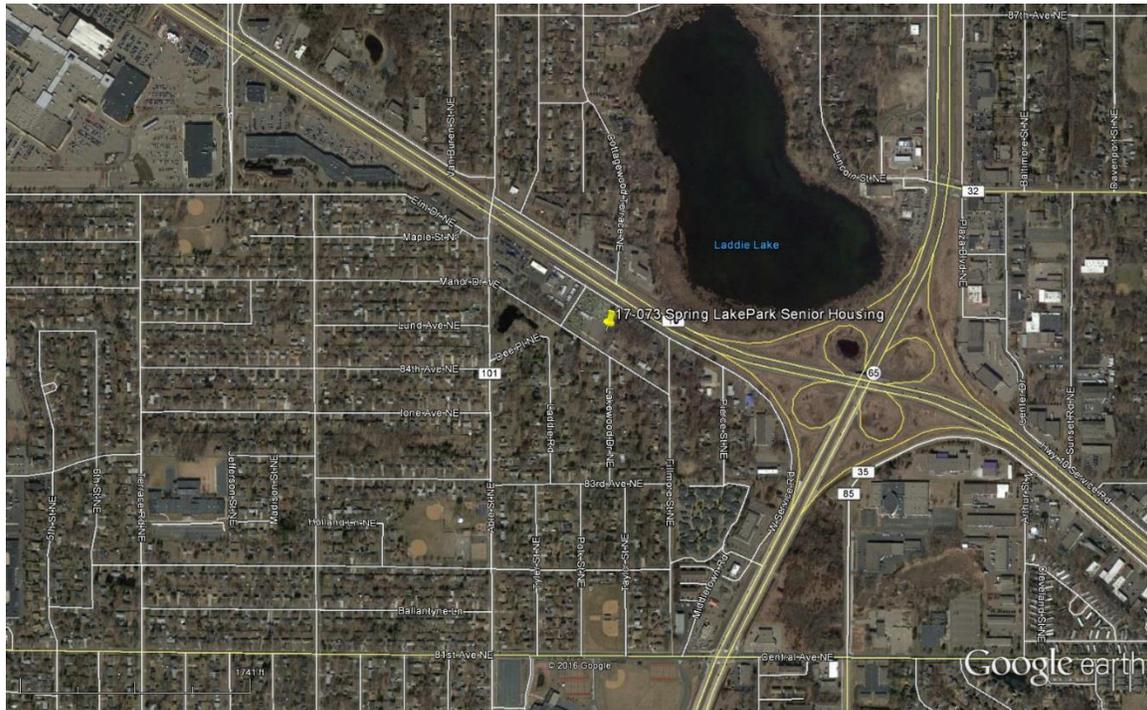
MEETING DATE: June 12, 2017
AGENDA NUMBER: 21
FILE NUMBER: 17-073
ITEM: Spring Lake Park Senior Housing

RECOMMENDATION: Approve with 3 Stipulations

APPLICANT: Spring Lake Park Leased Housing Associates LLLP
2905 Northwest Blvd, Suite 150
Plymouth, MN 55441

PURPOSE: Construction of apartment complex with surface parking
on 4.14 Acre Lot

LOCATION: Corner of Manor Dr. NE and Laddie Rd., Spring Lake
Park, Minnesota



APPLICABILITY:

1. Any work in or adjacent to wetlands, lakes or water courses
2. One or more cumulative acres of land disturbance
3. High infiltration soils
4. Highly erodible soils
5. Endangered, Threatened or Special concern species, elements or communities

EXHIBITS:

1. Construction Plan set (12 sheets); by BKV Group, dated 5/31/17, received 5/31/17.
2. Stormwater Management Report; by Loucks, revised 5/10/17, received 5/10/17.
3. Geotechnical Report; by Braun Intertec , dated 3/3/2017, received 4/12/2017.
4. Phase I Environmental Site Assessment by Braun Intertec , dated 6/29/2016, received 4/12/2017
5. ALTA/NSPS Land Title Survey by Loucks, dated 7/26/16; received 4/12/17
6. Boundary Topographic Survey Map by Loucks, dated 12/15/16, received 4/12/17
7. Site/Landscape Plan by BKV Group dated 4/12/17, received 4/12/17
8. Ebara submersible wastewater, sewage pump product literature, no date, received 5/10/17.

PREVIOUS ACTION TAKEN: This is a new application.

FINDINGS:

Pre-application Meeting: The project as submitted has received a general review during a pre-application meeting.

Ditches: There is not a public ditch on the property.

Ditch Hydraulics: A crossing of the ditch is not proposed.

Erosion and Sediment Control: Soils affected by the proposal are Urban land Isanti, and Urbanland Zimmerman.

- Stabilizing vegetation is proposed for disturbed areas within seven (7) days of rough grading. SWPPP IV.B. #2
- Soil stockpiles have been proposed to be fitted with sediment-trapping measures to prevent soil loss. SWPPP IV.C. #5
- Adjacent properties and stormwater ponds are not protected from sediment deposition.
- Construction schedules detailing when sediment trapping measures will occur; stabilization of earthen structures and the general timing of construction phases have been provided. SWPPP IV.E.
- Stormwater runoff does not pass through a sediment basin or other sediment trapping BMP with equal or greater storage capacity.
- Stabilization adequate to prevent erosion has not been provided at the outlets of all storm sewer pipes.
- All storm sewer inlets are not protected from sediment-laden water during construction.
- All work adjacent to water or related resource has taken precautions to contain sediment, and stabilize the work area during construction.
- Provisions have been made to minimize transport of sediment (mud) by runoff or vehicle racking onto the paved surface. SWPPP IV.E. #5
- Provisions have been made for cleaning road surfaces where sediment is transported by the end of the day. SWPPP IV.E. #5

- Construction entrance points are not clearly located on the erosion and sediment control plan.
- The erosion and sediment control plan does provide for the repair and maintenance of all temporary and permanent erosion and sediment control practices. SWPPP IV.E.

Dewatering: Shallow ground water does not exist on site. The project does not require dewatering.

Floodplain: There is no floodplain on the property according to the District model and FEMA.

Groundwater: Geotechnical information collected in September 2016 indicates long term groundwater elevation is present from 899.58 to 900.31 feet below the surface. However, groundwater was shown to be very dependent on the elevation of Laddie Lake El. 902.04. During a 6” Storm event in September of 2016 groundwater elevations increased by 1 foot or more.

The site is within a Municipal Drinking Water Supply Area (DWSMA).

The project site is not within the Emergency Response Area/10 Year Well Head Protection Area/Drinking Water Supply Management Area.

The proposal does not contain a land use discouraged or prohibited by the Safe Drinking Water Supply Act (SDSA). Those uses include:

- Storage, production, disposal or treatment of hazardous materials
- Dry cleaning, dyeing, printing, photo processing or any other uses of hazardous materials
- Disposal of septage or septic sludge
- Vehicle or equipment maintenance/fueling area
- Underground storage tanks
- Storage and use of petroleum products
- Chemical/pesticide/herbicide storage
- Storage and use of petroleum products exceeding fifty-five (55) gallons

The project does not propose a containment system.

The project does not propose a secondary containment system which is easily inspected and whose purpose it is to intercept any leak or release from the primary containment vessel or structure.

Underground storage tanks are not proposed.

Storage and use of petroleum products exceeding fifty-five (55) gallons are not proposed.

The project does not have an acceptable contingency plan for preventing hazardous materials from contaminating the shallow/surficial aquifer should flood, fire, wind or other natural catastrophe, equipment failure or releases occur.

Historic Sites: The proposed project does not include sites of historic or archeological significance.

Local Planning & Zoning: The proposed project is consistent with local planning and zoning. There is an approved local water plan.

Property owners affected by changes in drainage have not been notified and acknowledge the changes proposed.

Maintenance: The Owner of the Stormwater Management features and treatment practices is Spring Lake Park Leased Housing Associates LLLP. The Stormwater Treatment Practices (STPs) consisting of the following:

Stormwater Treatment Practices	Number	Maintenance Responsibility
Underground Storage/Infiltration	3	Owner
Sumps	2	Owner
Pumps	2	Owner
Safl Baffle	1	Owner

Inspection and maintenance of stormwater facilities will be the responsibility of Spring Lake Park Leased Housing Associates LLLP. A maintenance agreement has not been executed. The applicant has not submitted a Maintenance Plan for each Stormwater Treatment Practice.

Easements: The proposed project does not include ditch maintenance easement. A ditch maintenance easement is not required. A maintenance access to all storm water management features is provided.

Stormwater & Hydrology: Infiltration is allowed within the project area. The 1-inch infiltration is achieved. The stormwater management system uses underground storage. Stormwater leaving the site is discharged into a well-defined receiving channel or pipe and routed to a public drainage system.

Drainage sensitive uses do not exist downstream from the proposed site. The rate of post-development runoff from the site does not exceed predevelopment rates, or rates which would interfere with sensitive downstream land uses. Properties and waterways downstream from the project are protected from erosion due to increases in the volume, velocity and peak water flow rates of stormwater runoff. Concentrated storm water leaving a site is discharged directly into a well-defined natural or man-made off-site receiving channel or pipe. All on-site constructed storm water conveyance channels are

constructed to withstand the expected velocity from a 2-year frequency storm without erosion.

Water Quality: The proposed project does cause an exceedance of State water quality standards. The project does not contribute to the adverse impact of wetlands through inundation or volume of flow. All discharges into wetlands are pretreated by a sediment basin/water quality pond, and are designed correctly. All work adjacent to wetlands, waterbodies and water conveyance systems are protected from erosion. The proposal will not detrimentally affect the existing water quality of the receiving water. The proposal will not cause extreme fluctuations of water levels or temperature changes.

Impairments: This project is within one (1) mile of an Impaired Water. The impaired water is Ditch 17 (Springbrook Creek). There is no new impervious surfaces proposed as part of this project.

Wetlands: Wetlands do not exist on-site according to the 1987 Federal manual, NWI, PWI and Soil Survey.

Wetland Replacement Plan:

A wetland replacement plan is not required

Wildlife:

The proposed project does not include endangered or threatened species, rare natural communities, colonial waterbird nesting sites, migratory waterfowl concentration areas, deer wintering areas or wildlife travel corridors.

Performance Escrow: \$4,070

Wetland Escrow: \$0.00

There are not ditch liens on the property.

ISSUES/CONCERNS:

ISSUE	NEED
Escrows: $\$2,000 + (4.14 \text{ ac} * \$500/\text{ac}) = \$4,070$	1. Receipt of escrows.
Stormwater & Hydraulics: The applicant is meeting the volume management requirement equivalent to infiltrating runoff from the first inch of precipitation. A post construction test on the infiltration basin will be required to verify the assumed infiltration rates are obtained.	2. The applicant must acknowledge that they will conduct a post construction test on the infiltration basin by filling the basin to a minimum depth of 6 inches with water and monitor the time necessary to drain. The Coon Creek Watershed District shall be notified prior to the test to witness the results.

<p>Maintenance: The Owner will be responsible for the inspection and maintenance of stormwater facilities. A maintenance agreement has not been executed. The applicant has not submitted a Maintenance Plan for each Stormwater Treatment Practice.</p>	<p>3. Provide an O&M Agreement that meets District requirements including the pumps and backflow preventers.</p>
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RECOMMENDATION: Approve with 3 Stipulations

Stipulations:

1. Receipt of escrows.
2. The applicant must acknowledge that they will conduct a post construction test on the infiltration basin by filling the basin to a minimum depth of 6 inches with water and monitor the time necessary to drain. The Coon Creek Watershed District shall be notified prior to the test to witness the results.
3. Provide an O&M Agreement that meets District requirements that includes the pumps and backflow preventers.



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MEMORANDUM

TO Clients
FROM Bob Vose
DATE June 2, 2017
RE Small Cell Legislation

The wireless industry is seeking to deploy “small cell” wireless facilities in public rights-of-way (ROW). To that end, the industry is seeking to pass model state legislation across the country. Approximately 20 states have introduced such legislation, and at least 7 midwestern states have enacted new laws as a result of these efforts.

In Minnesota, the largest wireless providers, AT&T, Verizon, and Sprint, aggressively lobbied for the model legislation this session. The Minnesota League of Cities strongly opposed the initial bill and, at various times, it appeared “dead.” In recent weeks, however, legislators convened negotiations between wireless providers, cities, municipal utilities, and the cable industry. After extensive negotiations primarily over changes requested by the League, the League took a neutral position on the final language. The League believes that the negotiated language represents the best preservation of local control for Minnesota cities that could, in light of legislative realities, be obtained and is superior to laws passed elsewhere. We assisted the League during the session.

The small cell language was ultimately included in the Jobs Bill-- Senate File 1456. The Governor signed SF1456 and other budget bills on May 30th. The House and Senate had each narrowly passed companion bills as stand-alone legislation, but the small cell language presumably found its way into the Jobs Bill to guard against a veto. With a few exceptions, the law became effective immediately.

This summarizes the most significant provisions in SF1456 regarding small wireless deployment.

1. Wireless Governmental Minnesota ROW Law

- Under prior law, “telecommunications right-of-way users,” a defined term, and other traditional users of the ROW are statutorily entitled to access and install facilities in the ROW. Such rights are subject to reasonable regulations and conditions imposed

by the local government unit (LGU). LGUs are required to enact ROW ordinances to implement this authority.

Prior law did not, however, cover or grant ROW access to wireless providers or facilities. SF1456 addresses this by amending the term “telecommunications right-of-way user” to include persons deploying facilities to provide “wireless service,” a newly defined term. This and other changes made by SF1456 generally entitle wireless providers to use ROW.

- Wireless providers may deploy a “small wireless facility” or a “wireless support structure” in the ROW. These are both newly defined terms.
 - In order to be “small,” the proposed deployment must meet statutorily-limited site requirements- each antenna must be no more than six cubic feet, and all associated equipment, excluding certain types of equipment (back-up generator, for example), must either be concealed or less than 2 cubic feet.
 - In order to be an authorized support structure, any proposed new pole cannot exceed the lesser of 50 feet or 10 feet above an existing pole that is being replaced unless the LGU allows a greater height.
- LGUs may deny permits for new small cell facilities or wireless support structures based on reasonable health, welfare and safety concerns.
- One of the wireless industry’s primary goals was to require that poles or similar structures owned by the LGU in the ROW (light poles, for example) be made available for the attachment of small wireless facilities. The industry’s model bill actually proposed redefining the ROW to include essentially all LGU infrastructure.

SF1456, however, does not make LGU-improvements in the ROW a part of the ROW available for private use. The law instead expressly allows an LGU to determine whether a particular pole or other structure in the ROW was designed to support proposed wireless equipment or is capable of doing so. The LGU may deny a wireless provider access to a particular facility based on this determination or other public health, safety or welfare concerns.

- An LGU may also condition a permit on health, welfare and safety concerns, on “reasonable accommodations for decorative wireless support structures or signs,” or upon “any reasonable restocking, replacement, or relocation requirements” for a new wireless support structure in the ROW.
- LGUs may also impose separation requirements (distance minimums) between new poles or other wireless support structures.
- Municipal electric utility poles and facilities are exempt from the bill. About 125 cities have municipal utilities.

2. Enforcement

- Another primary industry goal was to require that small wireless facilities be made a permitted use in all ROWs regardless of the underlying zoning district in which the ROW is located.

SF1456 makes small wireless facilities and associated wireless support structures a permitted use in all ROWs, but LGUs may make such facilities or structures a special or conditional use in ROW located “in a district or area zoned for single-family residential use or within a historic district.”

- LGUs are prohibited from adopting a moratorium on the processing and issuance of small wireless facility permits. This provision is effective immediately except that it becomes effective on January 1, 2017 for any LGU that had not enacted a ROW ordinance as of May 1, 2017.

Application Process

- LGUs may require permits for placement of new wireless structures or collocation of small wireless facilities in the ROW. It is unclear whether this is in lieu of or in addition to the ROW permit already required by most existing ROW ordinances.
- An LGU has 90 days to issue or deny a permit. SF1456 indicates that failure to timely act results in the permit being “deemed approved” and “the permit is automatically issued.” The deadline can be extended for 30 days if
 - the LGU receives applications for 30 or more sites within a 7 day period, or
 - the application is incomplete and the LGU delineates the missing information within 30 days of receipt.

Written notice of any extension must be provided to the applicant.

- Applicants may file up to 15 permit applications simultaneously as long as the requested sites are within a 2 mile radius, consist of substantially similar equipment, and are to be placed on similar structures. LGUs may approve or deny applications individually or collectively.
- A denial must be in writing and state the basis for denial. The LGU must notify the applicant in writing within 3 business days of the decision. The applicant may cure the deficiencies noted and reapply. If such re-application is made within 30 days of denial no additional fee may be imposed and a further decision must be made within 30 days of receipt.

- LGUs may not require wireless providers to supply information provided in an earlier application for a small wireless facility if such info is specifically referenced in the current application. LGUs also may not require information “not reasonably necessary to review a permit application for compliance with generally applicable and reasonable health, safety, and welfare regulations” or demonstrate compliance with applicable FCC regulations “governing radio frequency exposure,” or otherwise demonstrate compliance with the new law.

□ **Rent and Fees**

- The wireless industry’s most important goal was to obtain the right to use LGU-owned facilities in the ROW in exchange for no or minimal rent.

SF 1456 allows the imposition of rent of up to \$150 annually, plus \$25 for maintenance, for each site. Additional fees may be imposed if the wireless provider uses LGU-purchased electricity rather than separately metering. This payment arrangement would presumably be reflected in an attachment agreement governing the provider’s attachments to the LGU’s facilities.

- LGUs remain entitled to recover ROW management costs, a defined term, from wireless providers using the ROW via permit fees. However, SF1456 indicates that “unreasonable fees of a third-party contractor” cannot be recovered. Such fees include “any third-party contractor fee tied to or based upon customer counts, access lines, revenue generated by the telecommunications right-of-way user, or revenue generated for a local government unit.”

□ **NO PUC Rulemaking or Dispute Resolution**

- The PUC has promulgated rules governing underground installation of telecommunications and other utility infrastructure in the ROW. The PUC is authorized to administratively adjudicate disputes arising out of an LGU’s interpretation or application of these rules.

SF1456 does not explicitly authorize the PUC to promulgate new rules regarding installation of wireless facilities in the ROW including, particularly, how attachments to LGU facilities must be made. Thus, the PUC will presumably not have any adjudicative role regarding wireless installations in ROW.

- LGUs are authorized to require separate agreements with wireless providers governing attachments to the LGU’s poles or other facilities. SF1456 provides□

No later than six months after the effective date of this act or three months after receiving a small wireless facility permit application from a wireless service provider, a local government unit that has elected to set forth terms and conditions of collocation in a standard small wireless facility collocation agreement shall develop and make available an agreement that complies with

the requirements of this section and section 237.162. A standard small wireless facility collocation agreement shall be substantially complete....

Conclusion

The work our clients will need to do to accommodate the new small cell wireless law depends to a large extent on each municipality's ROW ordinance, zoning provisions, ROW application process, and standard practices. However, it is apparent that a number of steps will need to be taken. These likely include:

1. Amendment of the ROW ordinance to include provisions specific to the installation of wireless facilities on existing poles or similar facilities, and addressing the potential installation of new "wireless support structures" i.e. poles. Some clients may wish to address wireless deployment in the ROW via a new ordinance that is separate from the existing ROW ordinance.

Whether implemented by amending an existing ROW ordinance or adopting a new, separate ordinance, the application process requirements noted above will need to be incorporated.

2. Amendment of the zoning ordinance or code to make small wireless a permitted use in all ROW but, potentially, a conditional use in ROW located in residential zones.
3. Preparation of a template agreement governing attachment of wireless facilities to municipal poles or other infrastructure in the ROW. We anticipate that the League will seek to make a model agreement available. Our office may assist with that work. The rent and the maintenance fee requirements will be addressed in this template agreement.

Of course, preparation of a "substantially complete" template agreement governing attachments to municipal infrastructure will be difficult for municipalities that have a variety of facilities in the ROW. The template agreement may need to contemplate different attachment requirements depending on the nature of the particular facility to which a wireless provider seeks to attach its equipment.

Please contact me with questions.