



HRA Meeting - 6:50 p.m.

CITY COUNCIL AGENDA

Tuesday, December 6, 2011

7:00 p.m.

**Coon Rapids City Center
Council Chambers**

-
1. Open Mic/Public Comment
 2. Call to Order
 3. Pledge of Allegiance
 4. Roll Call
 5. Adopt Agenda
 6. Proclamations/Presentations
 7. Approval of Minutes of Previous Meetings
 8. Consent Agenda
 - a. Accept Donations for the Fire Prevention Bureau
 - b. Approve Therapeutic Massage Enterprise License for Therapeutic Inc dba Oriental Massage, 2740 Main Street, Suite 116
 - c. Approve 2012 License Renewals
 - d. Accept Easement - Ponds Townhome Association, Inc.
 - e. Authorize Final Payment for Lift Station #3, Project 10-28
 - f. Authorize Final Payment for Street Reconstruction, Pheasant Ridge Drive, Project 11-4
 9. Open Mic Report
 - a. Joseph Murrell, 9950 Bluebird Street NW, #110
 10. Public Hearing
 - a. 2012 Fee Revisions
 - b. Truth-In-Taxation Hearing and Adoption of 2012 Budget and Tax Levy
 11. Bid Openings and Contract Awards
 12. Old Business

- a. Adoption of Ordinance Adding Chapter 8-1500, Prepayment for Gasoline and Diesel Fuel
- b. Coon Rapids Ice Center Contract with Anoka-Hennepin School District
- c. 2011/2012 Coon Rapids Ice Center Use Policy
13. New Business
 - a. Order Preparation of Feasibility Report for Street Reconstruction - Project 12-6, 9th Avenue - 115th Avenue to Oakwood Drive
 - b. Consideration of Proposal from SEH, Inc. for Engineering Services for Sanitary Sewer Lift Station No. 1 Replacement - Project 12-7
 - c. Consideration of Proposal from SEH, Inc. for Engineering Services for the 2012 Sanitary Sewer Relining Program - Project 12-8
 - d. Consideration of New Vehicle Storage Building - Project 11-28
 - e. Land Purchase Option, Rolling Frito Lay Sales LP, 9160 Evergreen Blvd.
 - f. Redemption of Outstanding Bonds
 - g. 2012 Insurance Renewals
 - h. 2011-2013 Law Enforcement Labor Services Local 207 Labor Agreement
 - i. 2012-2013 Law Enforcement Labor Services Local #362 Agreement
 - j. Introduce Ordinance Amending the City's Zoning Map, Steve Culley, 325/311/295 Northdale Blvd, PC 11-31
 - k. Introduce Ordinance Establishing a Stop Sign on 108th Lane at Eagle Street
 - l. Introduce Ordinance and Adopt Resolution Regulating Parking on the South Side of 128th Avenue from Crooked Lake Boulevard to Coon Creek Boulevard
14. Other Business
15. Adjourn



City Council Regular

7.

Meeting Date: 12/06/2011

SUBJECT: Approval of Minutes of Previous Meetings

Approval of Minutes from Previous Meeting(s)

Attachments

11-15-11 Work Session

11-15-11 Regular Meeting

Form Review

Form Started By: Cathy Sorensen

Started On: 12/01/2011 02:49 PM

Final Approval Date: 12/01/2011

UNAPPROVED

COON RAPIDS CITY COUNCIL WORK SESSION OF NOVEMBER 15, 2011

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, November 15, 2011, at 5:30 p.m. in Conference Room 1 at Coon Rapids City Hall.

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Melissa Larson, Paul Johnson, Bruce Sanders, and Scott Schulte

Members Absent: None

1. CALL TO ORDER

Mayor Howe called the work session to order at 5:30 p.m.

2. IPAD TRAINING

IT staff conducted training for the Council on iPad usage and explained how the new paperless agenda software will work in conjunction with this tool.

3. OTHER BUSINESS

There was no other business.

5. ADJOURN

Mayor Howe adjourned the work session at 6:45 p.m.

Respectfully submitted,

Cathy Sorensen
City Clerk

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF NOVEMBER 15, 2011

OPEN MIC/PUBLIC COMMENT

Jerry Pierce, 12236 Partridge Street NW, shared his continued concerns on previously answered Open Mic issues and responses.

Joseph Murrell, 9950 Bluebird Street NW #110, shared concerns about the City's direction on job creation, Coon Rapids Boulevard deterioration, past developments, and the implementation of the prepay gas ordinance.

CALL TO ORDER

The second regular meeting of the Coon Rapids City Council for the month of November was called to order by Mayor Tim Howe at 7:00 p.m. on Tuesday, November 15, 2011, in the Council Chambers.

ROLL CALL

Members Present: Mayor Tim Howe, Councilmembers Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders and Scott Schulte

Members Absent: None

PLEDGE OF ALLEGIANCE TO THE FLAG

1. ADOPT AGENDA

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT THE AGENDA AS AMENDED REMOVING ITEM 11B. THE MOTION PASSED UNANIMOUSLY.

2. OATH OF OFFICE FOR FIREFIGHTER STEVE SZAFLARSKI

Chief Piper introduced Steve Szaflarski to the Council and staff. Mayor Howe then administered the Oath of Office to firefighter Steve Szaflarski, and the Council welcomed Mr. Szaflarski to the City of Coon Rapids Fire Department.

3. CONSIDER APPROVAL OF MINUTES OF NOVEMBER 1, 2011, CITY COUNCIL MEETING

Councilmember Koch requested a change to the minutes on Item 4, indicating the motion should reflect it passed 6-0-1.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH, FOR APPROVAL OF THE MINUTES OF THE NOVEMBER 1, 2011, COUNCIL MEETING AS CORRECTED.

THE MOTION PASSED UNANIMOUSLY.

4. CONSENT AGENDA:
 - A. CONSIDER RESOLUTION 11-118 APPROVING MNDOT AGREEMENT NO. 99884, APPOINTING MNDOT TO ACT AS AGENT OF THE CITY TO ACCEPT FEDERAL FUNDS FOR TRANSPORTATION PROJECTS
 - B. APPROVE THE ISSUANCE OF A CLASS A ON-SALE, SUNDAY LIQUOR, AND TAVERN LICENSE, ENJOY THE SPICE, INC. DBA CITYSIDE BAR & GRILL, 133 COON RAPIDS BOULEVARD
 - C. APPROVE TEMPORARY ON-SALE LIQUOR LICENSE FOR COON RAPIDS LIONS CLUB WINE TASTING EVENT
 - D. APPROVE TEMPORARY ON-SALE LIQUOR LICENSE FOR THE CHURCH OF THE EPIPHANY CANA DINNER
 - E. AUTHORIZE FINAL PAYMENT, PROJECT 08-20, BUNKER HILLS CLUBHOUSE, ELECTRICAL C-30
 - F. CONSIDER RESOLUTION 11-121 REQUESTING NO CHANGE IN FISCAL DISPARITIES
-

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SCHULTE, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED.

Councilmember Johnson was pleased the building at 133 Coon Rapids Boulevard would be occupied again.

THE MOTION PASSED UNANIMOUSLY.

Mayor Howe welcomed Anoka County Commissioner Carol LeDoux to the Council meeting.

Anoka County Commissioner LeDoux discussed the fiscal disparities issues with the Council further. She explained this was the number one issue for the Board for the coming session. The tax levy for Anoka County was lowered by 7% which would offset some of the tax increases felt by homeowners. She indicated the County was working to find additional efficiencies and lower expenses. She further explained how the loss of the homestead value credit would affect the overall taxes for County residents.

5. ECONOMIC DEVELOPMENT ASSISTANCE FOR ROUND LAKE SHOPPES, LLC, 33XX COON RAPIDS BOULEVARD:
 - A. CLOSE PUBLIC HEARING

B. CONSIDER RESOLUTION 11-98 AUTHORIZING THE EXPENDITURE OF EXCESS TAX INCREMENTS FROM TAX INCREMENT FINANCING DISTRICT I-6 FOR REHABILITATION PROJECT

Mayor Howe and Councilmember Klint recused themselves from discussion on this item.

Community Development Specialist Brown presented a memorandum from Staff requesting the Council authorize the Economic Development Authority to expend excess tax increment funds, as authorized by the State of Minnesota's 2010 Jobs Bill, to provide economic development assistance to Round Lake Shoppes, LLC for rehabilitation of a commercial building at 33xx Coon Rapids Boulevard.

Gaughan Companies (Round Lake Shoppes, LLC) proposes rehabilitation of 13,266 square feet of office space at 3391-3397 Coon Rapids Boulevard within the Shoppes at Round Lake shopping center to accommodate a new tenant, Premier Disability Services, LLC, a law firm specializing in Social Security disability matters. The shopping center currently has a very high vacancy rate. The rehab work includes carpet, paint, code compliance correction, electrical work, plumbing work, ceiling tiles, removal of interior walls, creation of pass throughs, remodeling of restrooms, installation of windows, and adding a kitchen and break room. Premier Disability proposes using the space as an office and call center and will create at least 25 new jobs with a wage of at least \$12 per hour. At least 125 jobs currently located at 9145 Springbrook Drive will be relocated to the Coon Rapids Boulevard location. Premier Disability will enter into a lease with Round Lake Shoppes requiring creation of the jobs by December 31, 2012. Premier Disability will also agree to provide health insurance to all full-time employees by December 31, 2012.

Staff believes that this project is a good candidate for economic development assistance because:

- The project involves rehabilitation of a largely vacant and obsolete commercial building along the Coon Rapids Boulevard corridor, which is an identified redevelopment area.
- It involves exterior building and site improvements that will update the appearance of the corridor and demonstrate investment.
- It will create both permanent jobs and temporary construction jobs. It will also retain jobs in the City.

The projected cost of the tenant improvements is \$178,000. In order to facilitate the project, staff proposes a grant in the amount of \$100,000, funded by existing cash balances in TIF districts. As a condition of the financial assistance, the property owner will agree to complete exterior improvements to the entire shopping center, including removal of the fuel pump canopy, a new monument sign, additional landscaping and parking lot screening along Coon Rapids Boulevard (such as shrubs, boulders or limestone blocks, sections of wrought iron fence, ornamental trees), landscaping in parking lot islands, EIFS along the sign band, and addition of contemporary paint colors. Staff proposes an additional grant in the amount of 50% of the project cost, up to \$49,900 to assist with the exterior improvements.

In an effort to provide cities with an economic development stimulus tool, the 2010 Legislature

approved a temporary provision to TIF law allowing for the use of cash balances in TIF districts to be used for assistance to any project that creates jobs. The proposed grant to Round Lake Shoppes is an allowable expenditure under the Jobs Bill.

On August 16, the City Council adopted Resolution 11-51 modifying the budget of TIF district 1-6 to allow for up to \$3,000,000 in such expenditures. In order to expend these cash balances, the Council must hold a public hearing and consider a spending plan that specifically authorizes an authority, in this case the Economic Development Authority, to make the expenditure. Resolution 11-98 includes the spending plan and the authorization. The Economic Development Authority will consider the assistance package on November 15 immediately following the Council meeting. The Council opened a public hearing for this matter on September 20 and continued it on November 1.

Jerry Pierce, 12236 Partridge Street, requested the Councilmembers not interested in discussing this issue excuse themselves and leave the room. City Attorney Hiljus indicated neither Roberts Rules of Order nor State law requires the Councilmembers to leave the room. If the members have recused themselves on the issue, they cannot vote on the item or influence those voting. He explained the purpose of the action being taken this evening was to allow a full public disclosure for the action proposed for Round Lake Shoppes.

Mr. Pierce disagreed with the action being taken by the Council.

Mayor Howe and Councilmember Klint chose to leave the dais and Council Chambers at 7:40 p.m.

Mr. Pierce recalled an issue in the City of Mounds View when a Councilmember got too involved in contract. He did not recommend the Council get into the business of commercial development. Mayor Pro-Tem Schulte explained that the City would not be completing any of the commercial redevelopment, but was simply expending excess tax increments for the proposed project.

Phil Rosar, 10640 Mississippi Boulevard, questioned how the TIF dollars would be replenished. Mayor Pro-Tem Schulte described that pooled TIF dollars were being used based on a new State regulation and a TIF district was not being created for this site.

Mr. Rosar asked if another type of fund should be used other than TIF to assure that future projects have funding available. Mayor Pro-Tem Schulte indicated other funds sources were reviewed and this was the best fit. City Manager Fulton explained that State legislature allowed TIF funds to be used for this project due to the job creation.

Mayor Pro-Tem Schulte closed the public hearing at 7:25 p.m. since no one else appeared to address the Council.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 11-98 AUTHORIZING THE ECONOMIC DEVELOPMENT AUTHORITY TO EXPEND EXCESS TAX INCREMENTS IN THE FORM OF A GRANT TO ROUND LAKE SHOPPES, LLC IN THE AMOUNT OF \$149,900.

Councilmember Larson questioned if the job creation numbers were accurate. Community Development Director Nevinski anticipated that 25 jobs would be created through the redevelopment with an average wage of \$12.00 per hour. This wage would increase over time.

Councilmember Sanders stated that while there may be other development projects beginning in the City, he felt this project was an excellent candidate for the TIF dollars. This shopping center was in desperate need of updating and would help to invigorate the Coon Rapids Boulevard corridor.

Councilmember Johnson indicated the rehabilitation project would allow the existing jobs to remain while adding new jobs. He discussed the success of the Goodwill building redevelopment and how this has affected that strip mall.

Councilmember Koch noted he used to manage this property. He was excited that the site was being revitalized and would bring jobs to the community while updating the corridor.

THE MOTION PASSED UNANIMOUSLY.

Mayor Howe and Councilmember Klint returned to the dais at 7:52 p.m.

6. BRIDGESTONE RETAIL OPERATIONS, 11491 HANSON BOULEVARD:
 - A. CONSIDER RESOLUTION 11-120 AMENDING THE COMPREHENSIVE PLAN, PC 11-24
-

Planner Harlicker presented a memorandum to Council stating the applicant is requesting approval of an amendment to the City's Comprehensive Land Use Plan to change the land use designation from Community Commercial to General Commercial.

BACKGROUND

The applicant is requesting a change to the land use designation from *Community Commercial* to *General Commercial*. The site is .92 acres with a 6,100 square foot building; the building is currently used as a tanning salon. The property is bounded by 115th Avenue on the north, Hanson Boulevard on the west, a retail strip center on the east and a convenience store on the south. The site has a shared right-in/right-out access with the convenience store from Hanson Boulevard and a full separate access from 115th Avenue. The property is about ¼ mile from the Hanson Boulevard/Highway 10 interchange.

ANALYSIS

The stated intent of the *Community Commercial* land use designation is to provide for moderate intensity shopping centers and peripheral businesses serving wide areas of the city and having minimal detrimental influences on surrounding residential area.

The stated intent of the *General Commercial* designation is to provide a broad range of businesses, generally highway oriented, serving other businesses and City residents and requiring buffering from surrounding residential areas.

A land use designation of *General Commercial* would be buffered from residential areas by the adjacent properties that have land use designations of *Office* and *Community Commercial*. The proposed land use designation of *General Commercial* is consistent with the adjacent properties to the north that are also guided *General Commercial*.

The Hanson Boulevard/Highway 10 interchange provides nearby highway access. The *General Commercial* land use designation allows for uses that can best utilize that highway access. That interchange and the redevelopment of the nearby Village 10 shopping center has changed the character of the area such that *General Commercial* is an appropriate land use designation for this site

Planning Commission Meeting

At the Planning Commission meeting held on October 20th no one spoke at the public hearing. The Commission believed that the proposed *General Commercial* land use designation was appropriate because it is similar to the existing *Community Commercial* land use designation, reasonable for the site and a buffer would be maintained with the nearby residential uses.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION NO. 11-120 APPROVING THE PROPOSED LAND USE AMENDMENT BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED LAND USE AMENDMENT IS COMPATIBLE WITH THE SURROUNDING LAND USE DESIGNATIONS AND LAND USES.
2. THE PROPOSED LAND USE AMENDMENT WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.
3. DEVELOPING THIS PARCEL AS *GENERAL COMMERCIAL* WOULD MAKE USE OF THE NEARBY HIGHWAY ACCESS.

Councilmember Johnson said he approved of the land use amendment as this was a better fit for the property given its access to the freeway.

Councilmember Schulte indicated it will be good to see a 10-bay service station at this location.

THE MOTION PASSED UNANIMOUSLY.

- B. **CONSIDER ADOPTION OF ORDINANCE AMENDING THE ZONING MAP, PC 11-25**
-

Planner Harlicker presented a memorandum to Council stating the applicant is requesting approval of

an ordinance rezoning certain property from *Community Commercial* to *General Commercial*.

BACKGROUND

The applicant is requesting a zone change from *Community Commercial* to *General Commercial*. The site is .92 acres with a 6,100 square foot building; the building is currently used as a tanning salon. The property is bounded by 115th Avenue on the north, Hanson Boulevard on the west, a retail strip center on the east and a convenience store on the south. The site has a shared right-in/right-out access with the convenience store from Hanson Boulevard and a full separate access from 115th Avenue. The property is about ¼ mile from the Hanson Boulevard/Highway 10 interchange.

ANALYSIS

When considering a request to rezone property, the Council should evaluate if there was some mistake in the original zoning, or if the character of the neighborhood has changed so that a reasonable use of the property cannot be made under the current zoning classification.

Reasonable Use of the Property

The reconstruction of the Highway 10 and Hanson Boulevard interchange as well as the redevelopment of the Village 10 shopping center has changed the character of the neighborhood. The existing structure on the site is aged and underutilized and does not meet current building codes. The rezoning of this site to *General Commercial* would allow it to be redeveloped at its full potential, maximize the use of the nearby highway interchange and provide an opportunity for uses that are consistent with and compliment nearby uses.

The proposed rezoning is also consistent with the proposed land use plan amendment to change the land use designation from *Community Commercial* to *General Commercial*.

The Council should also give consideration to the evaluation criteria found in Section 11- 307 when making their recommendation on rezoning requests.

Section 11-307 Criteria	Comments
Effect of public health, safety, order, convenience, and general welfare in the area.	OK - The proposed zoning will not adversely impact area. The property is adjacent to general commercial, community commercial and office land uses.
Effect on present and potential surrounding land uses.	OK – The proposed zoning will not adversely impact the surrounding residential land uses.

Conformance with the Comprehensive Land Use Plan.	OK – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City’s Comprehensive Land Use Plan. The proposed land use designation is General Commercial.
Conformance with any applicable development district.	N/A – There are is no applicable district plan in this area.

Planning Commission Meeting

At the Planning Commission meeting held on October 20th no one spoke at the public hearing. The Commission believed that the proposed *General Commercial* zoning was appropriate because it is similar to the existing *Community Commercial* zoning, reasonable for the site and a buffer would be maintained with the nearby residential uses.

This item was introduced at the November 1st City Council meeting.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT AN ORDINANCE APPROVING THE PROPOSED ZONE CHANGE BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED REZONING IS COMPATIBLE WITH THE SURROUNDING ZONING AND LAND USES.
2. THE PROPOSED REZONING WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.
3. DEVELOPING THIS PARCEL AS *GENERAL COMMERCIAL* WOULD MAKE USE OF THE NEARBY HIGHWAY ACCESS AND WOULD ALLOW THE SITE TO BE REDEVELOPED AT ITS FULL POTENTIAL.
4. THE PROPOSED REZONING IS CONSISTENT WITH THE PROPOSED LAND USE DESIGNATION OF *GENERAL COMMERCIAL*.

THE MOTION PASSED UNANIMOUSLY.

C. CONSIDER APPEAL TO CONDITION #7 OF SITE PLAN APPROVAL, PC 11-26

Community Development Director Nevinski presented a memorandum to Council stating the applicant is appealing a condition of site plan approval granted by the Planning Commission in PC 11-26.

On October 20, 2011, the applicant was granted site plan approval for a Firestone Complete Auto Care Center. The approval included eight conditions. The applicant is appealing condition number seven. Condition seven reads: *If needed, a variance be granted for delivery vehicles backing into the site from 115th Avenue.* Attached are the draft minutes from the Commission’s October 20th

discussion.

The applicant proposed that delivery vehicles back into the loading area from 115th Avenue. Because of the constraints of the site plan, access limitations and the tight turning radii on the site, the only way tractor/trailers can access the loading area is by backing in from 115th Avenue.

City Code Section 11-1803 Access and Driveways, regulates access to loading areas and states that no loading space shall directly access a public street and loading spaces be designed so that vehicles entering or leaving must be traveling forward. The loading area does not directly access a public street; this activity will occur in the parking and driveway area of the site. However, the applicant proposed that some trucks accessing the loading area will have to back into site. The applicant is requesting the Council determine a variance to Section 11-1803 Access and Driveways is not needed because delivery truck ingress and egress from the site is an operational issue.

Variances are considered when the applicant is requesting relief from a specific dimensional requirement that affects the development of their parcel. There are two reasons a variance is not appropriate in this case: first, condition seven attempts to control an operational issue, which is not subject to relief via the variance procedure. Secondly, the action is proposed to take place in the public ROW which is not owned by the applicant. Therefore, the applicant does not have standing to request a variance.

Mayor Howe questioned if the requirement that trucks must be able to pull through a site unique to the City. Community Development Director Nevinski said he was uncertain but stated he could investigate this further.

Councilmember Schulte felt the truck movement through the property was an operational issue and a variance was not necessary. He noted Firestone would work through the access issues to assure that customer traffic was able to flow through the site.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO MODIFY CONDITION SEVEN TO ALLOW DELIVERY TRUCKS TO BACK INTO THE LOADING AREA FROM 115TH AVENUE NO MORE THAN THREE TIMES PER WEEK.

Councilmember Johnson asked if the deliveries would ever be higher than three times a week. Community Development Director Nevinski explained one delivery was being made each week by a semi with inventory, and a second truck was coming to the site for recycling of tires and batteries. The applicant was comfortable with the suggested number.

Councilmember Sanders was comfortable with staff's recommendation due to the fact the Police Department had reviewed the site plan for safety reasons.

THE MOTION PASSED UNANIMOUSLY.

7. **CONSIDER ADOPTION OF ORDINANCE AMENDING FENCING AND WALL REGULATIONS AND ACCESSORY USES IN LOW DENSITY RESIDENTIAL**

Planner Harlicker presented a memorandum to Council stating the City is requesting the approval of an ordinance amendment to amend the *Section 11-1852 Fences and Walls* and *Section 11-603 LDR1 Accessory Uses*. The amendment to Section 11-1852 will include additional design standards for fences and the amendment to Section 11-603 will establish setback requirements for dock storage.

Background

In researching a complaint regarding his neighbor's fence, staff identified areas of the current fence ordinance that should be amended. Staff identified the need to strengthen the sections of the code regarding fence materials, construction and maintenance. We also noticed that the code should be amended to include dock storage as an accessory use.

Staff is proposing to amend the fence code to include specific language to better control fence materials, construction and maintenance. The proposed changes to Section 11-1852 include tighter language regarding workmanship, language that requires consistent design and use of materials, and controls the use of temporary fences. Setback and height requirements are not proposed to be changed.

Fences will have to be constructed of similar material for a minimum run of 30 feet and the use of boards, planks and panels will be limited. Temporary fences will be defined and their use limited to 30 days unless approved by the City for good cause. Snow fences will be allowed between November 1st and April 15th.

To address dock storage, staff is proposing to allow dock storage as an accessory use in the LDR1 and LDR2 zoning districts provided it meets certain setback requirements.

Planning Commission Meeting

At the Planning Commission meeting held on October 20th no one spoke at the public hearing. The Commission revised the language to clarify when snow fences can be used, acceptable material for a temporary fence and the process for granting an exception to the dock storage requirements.

This item was introduced at the November 1st City Council meeting.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT AN ORDINANCE APPROVING THE PROPOSED ORDINANCE AMENDMENT TO AMEND SECTION 11-1852 FENCES AND WALLS AND SECTION 11-603 LDR1 ACCESSORY USES.

Councilmember Koch felt this solution may create future problems. He questioned if this has been a problem for the community. Mayor Howe explained a recent incident when a resident used a dock as a fence.

City Attorney Hiljus stated there has been a great deal of conversation on this issue. The discrepancy was whether or not a dock section could be used as fencing material. He noted neighboring communities' codes were reviewed to find a proper solution to this concern.

Councilmember Schulte questioned if the language should read the dock should be located between the body of water and the principal structure.

Councilmember Koch felt that the vast majority already confirm with the regulations and did not feel a change in the language was necessary.

Councilmember Johnson expressed no concern with the 50-foot standard. He requested that the dock sections be placed away from Mississippi Boulevard.

Councilmember Klint commented she felt the language covered both properties on the river and Crooked Lake.

Mayor Howe questioned if the changing water levels in the river would affect dock placements for those residents living on the river. Councilmember Koch stated there has been work done on the dam and the water level was currently down three feet.

THE MOTION PASSED 6-1, COUNCILMEMBER KOCH OPPOSED.

8. **CONSIDER RESOLUTION 11-119 ADOPTING THE 2011 (3B) CONTESTED MISCELLANEOUS ASSESSMENTS (ONE YEAR)**

Finance Director Legg presented a memorandum to Council stating the recommendations of the Board of Adjustment and Appeals on contested miscellaneous special assessments are referred to the City Council for adoption.

DISCUSSION/SUMMARY

As you know, after the assessment hearing on miscellaneous assessments was held on October 18, 2011, property owners who were objecting to their assessments were referred to the Board of Adjustment and Appeals for review at their meeting on November 3, 2011. Minutes from that meeting are attached. After the Board of Adjustment and Appeals heard objections on November 3, 2011, the following recommendations have been made (names in bold were in attendance, all others were not present):

UNAPPROVED

Case #	Address/PIN#	Assessment(s)	Board of Adj. Recommendation
11-72V	Sheila Husom 11280 Wren Street NW 16-31-24-41-0099	Citation Fee-Removal & Disposal-\$330.00 Removal & Disposal-\$486.00	Reduce Assessment to-\$420.00
11-73V	Cheryl Ambruse 12030 Jonquil Street NW 09-31-24-32-0053	Citation Fee-Mowing/Weed-\$330.00	Affirm Assessment-\$330.00
11-74V	Colleen Cook 845 117 th Lane NW 11-31-24-44-0036	Citation Fee-Mowing/Weed-\$330.00 Citation Fee-Removal & Disposal-\$330.00 Removal & Disposal-\$543.50	Affirm Assessments-\$1,203.50
11-75V	Crystal Beseke 45 106 th Avenue NW 24-31-24-14-0070	Citation Fee-Mowing/Weed-\$330.00	Remove Assessment-\$0.00
11-76V	Richard Keller 12467 Sycamore Street 11-31-24-11-0093	Citation Fee-Mowing/Weed-\$180.00	Affirm Assessments-\$180.00
11-77V	MEI Brothers Company LLC(Hung Mei) 11403 Foley Blvd. NW 13-31-24-13-0052	Citation Fee-Removal & Disposal-\$630.00 Removal & Disposal-\$276.00	Affirm Assessments-\$906.00
11-78V	Angela Flores 11339 Wren Street NW 16-31-24-14-0030	Citation Fee-Removal & Disposal-\$330.00 Removal & Disposal-\$351.00	Affirm Assessment-\$681.00
11-79V	Janice Kuehl 3155 113 th Avenue NW 16-31-24-23-0001	Securing Vacant Property-\$256.00 Citation Fee-Mowing/Weed-\$330.00	Affirm Assessment-\$586.00
11-80V	Khandra Ismail 12460 Sycamore Street NW 11-31-24-11-0087	Citation Fee-No Garbage Service-\$330.00 Citation Fee-No Garbage Service - \$330.00	Affirm Assessments-\$660.00.
11-81V	Peter Brook 11061 Foley Blvd. NW 13-31-24-43-0001	Citation Fee-Mowing/Weed-\$330.00	Affirm Assessments-\$330.00
11-82V	Joseph Schimiedeberg 11900 Magnolia Street NW 12-31-24-32-0054	Citation Fee-Parking off Pavement-\$330.00	Affirm Assessments-\$330.00
11-83V	Charles Reichow 10048 Butternut Street NW 25-31-24-11-0056	Citation Fee-Mowing/Weed-\$330.00	Affirm Assessment-\$180.00

An assessment fee of \$30.00 has been included in the totals in the Resolution.

City Attorney Hiljus reviewed the assessment appeal process in detail with the Council explaining that if residents wanted to take further action against the assessment the next step would be district court.

Councilmember Schulte questioned if the assessment for 11-83V should be \$330 or \$180. Community Development Director Nevinski explained the \$330 was a typographical error and the assessment should have read \$180.

Finance Director Legg indicated an updated Resolution 11-119(A) was available for approval.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 11-119(A) ADOPTING 2011 (3B) MISCELLANEOUS SPECIAL ASSESSMENTS (CONTESTED MISCELLANEOUS ASSESSMENT – ONE YEAR). THE MOTION PASSED UNANIMOUSLY.

9. APPROVE STREET LIGHTING PLAN FOR MAIN STREET UPGRADE, CRANE STREET TO UNIVERSITY AVENUE, PROJECT 09-33

City Engineer Vierzba presented a memorandum to Council stating Anoka County will be reconstructing Main Street over the next year from Crane Street to University Avenue within Coon Rapids. New street lighting is proposed to be installed by Connexus Energy at the City's cost as part of the construction. Council is requested to approve the plan to install 11 new street lights.

Council is aware of the of the County's plan to upgrade this portion of Main Street. City staff has discussed the need to have new street lighting installed in this area. Staff is recommending that the City contract with Connexus Energy to install new street lights as shown on the attached sketch plans.

The 11 proposed lights on Main Street would be "shoe box" style (blue color) as was approved by Council on Hanson Boulevard and also on the west part of Main Street in the past. Street lights are proposed on each side of Main Street as shown on the sketch map. Street lights are needed at the intersections with Olive Street and Flintwood Street. Street lights will also be located in the area of right-turn lanes at Crane Street, Avocet Street, Olive Street, Foley Boulevard, Flintwood Street, and University Avenue. Street lighting will be included as part of the new traffic signal systems at Avocet Street, Foley Boulevard, and at University Avenue. All old existing street lights will be removed by Connexus Energy as part of the construction.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON, TO APPROVE THE PROPOSED PLAN FOR NEW STREET LIGHTS ON MAIN STREET EAST OF CRANE STREET. THE MOTION PASSED UNANIMOUSLY.

10. **AUTHORIZE APPROVAL OF CONTRACT WITH H-GAC AND PURCHASE OF
AERIAL FIRE TRUCK**

Finance Director Legg presented a memorandum to Council stating Staff is recommending the purchase of a replacement aerial fire truck through a contract for cooperative purchasing.

Staff is recommending the purchase of a 2012 Pierce Aerial Fire Truck with additional loose equipment by utilizing pricing from a cooperative purchasing contract with the Houston-Galveston Area Council (H-GAC) at a cost of \$1,032,958 before trade-in and discount to replace the current 1998 Pierce Aerial Fire Truck. Staff anticipates a trade-in offer of \$150,000 and a prepay discount option of \$15,303 bringing the net cost to \$867,655.

Equipment in the amount of \$32,475 is included in the price. This includes a Hurst tool, hose and nozzles, a camera, mechanic training and other smaller items.

The price for this vehicle comes from a September 2009 Request for Proposal executed by H-GAC and will expire on December 1, 2011. Thus, staff is requesting that the vehicle order be placed before December 1, 2011. The truck will be built and shipped within 7 to 8 months. Significant savings can be achieved by participating in the purchasing contract.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO AUTHORIZE THE CONTRACT WITH THE HOUSTON-GALVESTON AREA COUNCIL (HGAC); AND TO AUTHORIZE THE PURCHASE OF A REPLACEMENT AERIAL FIRE TRUCK AND LOOSE EQUIPMENT AT A NET AMOUNT OF \$867,655.

Councilmember Johnson thanked the Fire Department for purchasing the truck in a consortium. He stated the City would greatly benefit from the cost savings.

Councilmember Klint questioned if this was a budgeted expense. Chief Piper stated the truck was budgeted for 2012 and would be delivered in mid-2012.

Mayor Howe asked if the new fire truck would have rust protection applied. Chief Piper assured the Council that the best rust protection would be applied to this vehicle.

Mayor Howe inquired if storing vehicles in a heated garage enhanced or sped up the rusting process for the City vehicles. Chief Piper stated that in his opinion this may speed the process.

Councilmember Schulte questioned if the City could receive a higher resale value on the open market than what was being offered for a trade in. Chief Piper stated the City would retain this right and would seek to sell the truck.

Councilmember Koch indicated the trade in value may be affected given the extent of the salt damage to the truck.

THE MOTION PASSED UNANIMOUSLY.

- 11. COON RAPIDS ICE CENTER:
 - A. CONSIDER RESOLUTION 11-113 ESTABLISHING FEES FOR PUBLIC RENTAL SPACES
-

Public Services Director Gatlin presented a memorandum to Council stating at the July 19, 2011 and August 4, 2011 Council meetings, City Council adopted resolutions establishing rental fees for ice rental for the new Coon Rapids Ice Center. Additional action is needed to establish room rental rates for various rooms in the Ice Center.

The Coon Rapids Ice Center Manager, Craig Scott, has proposed room rental rates for the various rooms in the new Ice Center. A use policy for the Coon Rapids Ice Center will be considered at the December 6 Council meeting.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION 11-113, ESTABLISHING ROOM RENTAL RATES FOR THE COON RAPIDS ICE CENTER.

Councilmember Johnson asked which groups were included in the public rental fee structure. Finance Director Legg stated this covered public entities.

Councilmember Sanders indicated the Graber skybox spelling was incorrect in the staff report.

Mayor Howe clarified that the rental rates for the Anoka-Hennepin School District would be covered through a separate contract.

THE MOTION PASSED UNANIMOUSLY.

- B. AUTHORIZE ICE ARENA CONTRACT WITH ANOKA-HENNEPIN SCHOOL DISTRICT
-

This item was removed from the agenda.

- 12. COON RAPIDS CITY CENTER:
 - A. APPROVING THE POLICY FOR USE OF FACILITIES
 - B. CONSIDER RESOLUTION 11-122 ESTABLISHING ROOM RENTAL RATES
-

Finance Director Legg presented a memorandum to Council stating staff is recommending the adoption of the Policy for Use of City Center Facilities. No rate increase is recommended.

The Civic Center is used for a number of events during the year including weddings, banquets, parties, athletic group functions, townhome association meetings, civic groups such as scouts, etc. In an effort to clarify and align the policy with the Ice Center Policy, the Civic Center Policy has been revised.

No significant changes have been made except that the Non-profit category has been combined with Resident. Other minor changes were made to clarify intent to allow for better consistency with enforcement.

Based on a review of rates, rates are being recommended to remain the same as the 2011 rates.

Finance Director Legg clarified that training room rental rates for Sunday should have each additional hour be \$10 and not \$40.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON, TO APPROVE THE POLICY FOR USE OF CITY CENTER FACILITIES FOR THE COON RAPIDS CITY CENTER; AND ADOPT RESOLUTION 11-122 ESTABLISHING CERTAIN FEES AND CHARGES FOR USE. THE MOTION PASSED UNANIMOUSLY.

13. 2012 FEE REVISIONS:
- A. CONSIDER INTRODUCTION OF ORDINANCE TO REVISE CERTAIN LICENSE FEES, SERVICE FEES, AND RELATED CHARGES
 - B. CONSIDER INTRODUCTION OF ORDINANCE ESTABLISHING PERMIT AND INSPECTION FEES FOR THE BUILDING INSPECTIONS DIVISION
 - C. SET A PUBLIC HEARING FOR DECEMBER 6, 2011, REGARDING FEE INCREASE FOR ON-SALE 3.2 MALT LIQUOR
-

Manager of Accounting/Treasurer Vouk presented a memorandum to requesting the Council consider introducing Ordinances to adjust certain fees and building inspection fees for 2012.

The Ordinances include fees which are recommended for 2012. Fees set by resolution will be presented when these Ordinances are considered for adoption at the December 6, 2011 City Council meeting.

The fees for 2012 have been adjusted by the 2011 annual adjustment of 1.0% with exceptions noted below. A request for a rate changes is made only if the adjustment is enough for the fee to be rounded to the next significant dollar amount. Items to note are as follows:

Ordinance Adjusting Certain Fees (see reference number in Ordinance)

- (1) *Fees set by State Statute.* Certain fees under Section 5-209 (alcoholic beverages) and the gambling investigation fee under Section 5-2008 of the City Code are set by Minnesota Statutes and did not change for 2012.

- (2) *On-sale liquor license.* The on-sale liquor license was compared to the amount charged by other cities. Based on this review, staff determined that hit should remain at the current rate of \$9,350 for 2012.
- (3) *Waste and Recycling Hauler License Fees.* Based on a review of comparable cities, these fees were increased in 2008 from \$55 to \$140 for the first vehicle with each additional vehicle at \$25 each. It is recommended that these rates be increased to \$160 for the first vehicle and \$27 for each additional vehicle to reflect the percentage increase made to other fees since 2008.
- (4) *Property Monitoring Fees.* A property monitoring fee was approved by the City Council in 2006. The 2007 fees were set at \$600 per year for residential property and \$1,000 per year for commercial property to cover related costs. Staff recommends no change for 2012.
- (5) In certain cases there may be no change in the fee due to rounding. For example, the tobacco license investigation fee which is rounded to the nearest \$5 had a calculated base amount of \$119.41 in 2011 and was rounded to \$120. For 2012, the calculated base increased to \$120.60, which rounded to the nearest \$5 leaves the fee at \$120.
- (6) Staff recommends that certain other fees not be increased for 2012 if they are adequate to cover current costs, are seldom used and therefore difficult to establish a cost basis, and/or are comparable to rates charged by other cities.

Hearing no objections, Mayor Howe declared the ordinance to have been introduced.

Ordinance Adjusting Building Inspection Fees

Staff is recommending the following changes to the building inspections fee schedule for 2012:

- 1) The rates in Table A-2012 have been increased from \$4.75 per \$1,000 to \$5.25 per \$1,000 for valuation from \$500,001 to \$1,000,000 and from \$4.25 per \$1,000 to \$4.90 per \$1,000 for valuation from \$1,000,001 and up.
- 2) A fee has been added for a Loan Property Condition Inspection and Report in the amount of \$250.
- 3) The section on Sewer and Water Permit Fees now indicates that these fees will be calculated according to Table A-2012 with the exception of residential properties which will use flat rates as stated.

Other sections of the inspection fee schedule will be unchanged for 2012.

Councilmember Schulte said he did not oppose the fees, but suggested the Council discuss the permitting and inspections process further.

Mayor Howe agreed and requested staff bring back additional information on the permit fees charged by neighboring communities. He wanted to see the permits be more user friendly as the City was proposing a 10% increase in the fees.

Councilmember Koch was also interested in reviewing this issue further. Community Development Director Nevinski indicated staff would bring back more data for the Council to review.

Councilmember Johnson suggested Items 13A and 13C proceed. He indicated Item 13B could then be discussed further at a future work session.

Councilmember Schulte stated both ordinances could be introduced, but wanted to hold further discussion before action was taken by the Council.

Councilmember Klint asked Staff how the Council should proceed with these items. City Manager Fulton indicated it would be staff's intent to provide Council with the requested information and the Council could always table action at a future meeting.

Hearing no further objections, Mayor Howe declared the ordinance to have been introduced.

Public Hearing for 3.2 Malt Liquor Licenses

State law requires a public hearing on an increase to certain fees for the sale of alcoholic beverages. Fees used proposed to increase by \$10 for on-sale 3.2 malt liquor licenses. Council is asked to set a public hearing regarding this fee increase for December 6, 2011, at 7:00 p.m.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO SET A PUBLIC HEARING FOR DECEMBER 6, 2011 AT 7:00 P.M. REGARDING THE FEE INCREASE FOR ON-SALE 3.2 MALT LIQUOR. THE MOTION PASSED UNANIMOUSLY.

14. OTHER COUNCIL BUSINESS A. SCHEDULE COUNCIL WORK SESSION

City Manager Fulton presented a memorandum to Council seeking direction in schedule a work session to discuss or possible interview individuals for expiring terms on the Planning Commission and Board of Adjustment and Appeals.

The following Commissioners' terms are expiring December 31, 2011:

Board of Adjustment and Appeals
Gary Wessling

Planning Commission

Jennifer Geisler
Jonathan Lipinski
Margaret Murphy

Staff has been and will continue to advertise all Commission openings through postings, CTN Studios, the City's webpage, FaceBook, Twitter, E-News, and the Coon Rapids Herald. Should Council wish to interview current or prospective Commissioners, staff suggests Tuesday, December 13, 2011 as a possibility.

Mayor Howe said he did not see a need to interview the candidates.

Councilmember Schulte said he was in favor of interviewing the candidates before making appointments.

Councilmember Klint agreed.

Councilmember Sanders indicated Mr. Lipinski was recently interviewed by the Council and did not feel the interviews were necessary.

Councilmember Klint stated the Council should open the field for additional applications before appointments were made to keep the process fair.

Councilmember Johnson explained the candidates may wish to have a discussion with the Council before being appointed.

Mayor Howe requested that recent applications for the Board of Adjustment and Appeals and the Planning Commission be forwarded to the Council for review prior to the interviews. City Clerk Sorensen stated she would forward this information as the City was still accepting applications.

The Council was in favor of proceeding with interviews of the candidates. These interviews would take place on Tuesday, December 13 at 6:00 p.m.

City Manager Fulton reminded the Council a Sustainability Commission meeting was scheduled for November 29.

Mayor Howe indicated the grand opening of the City's recycling building was held today at 3:00 p.m. He stated there was a great group of people gathered. He felt the City's recycling system was the envy of other cities the County.

Councilmember Johnson thanked staff for their great efforts in the recycling movement.

City Council Meeting Minutes **UNAPPROVED**
November 15, 2011
Page 20

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADJOURN THE MEETING AT 8:55 P.M. THE MOTION PASSED UNANIMOUSLY.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk



City Council Regular

8. a.

Meeting Date: 12/06/2011

Subject: Accept Donations for the Fire Prevention Bureau

Submitted For: Todd Williams, Fire Marshal

From: Shelley Chapin, Administrative
Secretary I

INTRODUCTION

Council is asked to accept and acknowledge donations made to the Coon Rapids Fire Department Fire Prevention Bureau. The following is a list of contributors:

Residential Mortgage Group
Anoka County Safe Kids
Mercy-Unity Foundation
Jim & Linda Kretsch
Theresa Prescott
Doris Adkins
Weston Woods of Bunker Hills Association
WalMart Foundation

DISCUSSION

Donations help with programs such as Safety Camp, Fire Prevention Week, purchasing smoke detectors for residents that cannot afford them and donating back to the community.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Civic Involvement section of the 2030 Strategic Vision in the following way: It enables the Coon Rapids Fire Department to continue community services.

RECOMMENDATION

Council is requested to adopt Resolution 11-123 accepting the donations from various corporate, organizational and citizen contributors for the Fire Prevention Bureau.

Fiscal Impact

BUDGET IMPACT:

The Coon Rapids Fire Department can continue to provide Safety Camp, Fire Prevention Week and smoke detectors with the help of these donations.

Attachments

Resolution 11-123

Form Review

Inbox	Reviewed By	Date
Todd Williams	Todd Williams	11/30/2011 01:40 PM
John Piper	John Piper	11/30/2011 02:13 PM
Matt Fulton	Matt Fulton	11/30/2011 03:23 PM
Todd Williams	Todd Williams	12/01/2011 12:36 PM
Form Started By: Shelley Chapin		Started On: 11/30/2011 08:59 AM
Final Approval Date: 12/01/2011		

RESOLUTION NO. 11-123

**A RESOLUTION TO ACCEPT DONATIONS FROM SPONSORS TO THE COON
RAPIDS FIRE DEPARTMENT FIRE PREVENTION BUREAU**

WHEREAS, the following list of sponsors have donated various services and gifts to the Coon Rapids Fire Prevention Bureau for use during 2011:

Residential Mortgage Group
Anoka Safe Kids
Mercy-Unity Foundation
Jim and Linda Kritsch
Theresa Prescott
Doris Adkins
Weston Woods of Bunker Hills Association
WalMart Foundation

WHEREAS, Minn. Stat. § 465.03 allows cities to accept donations of real or personal property by resolution adopted by a two-thirds majority of Council; and

WHEREAS, the City Council finds the offered donations to be in the public interest;

WHEREAS, a complete list of sponsors and gifts is on file in the office of the Fire Chief.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids that donations from the above sponsors are hereby accepted.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to the many sponsors listed above for their generosity.

Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

8. b.

Meeting Date: 12/06/2011

Subject: Approve Therapeutic Massage Enterprise License for Therapeutic Inc dba Oriental Massage, 2740 Main Street, Suite 116

From: Kris Linquist, Deputy Clerk

INTRODUCTION

Xue Feng Chen of Therapeutic Inc dba Oriental Massage has submitted an application for a Therapeutic Massage Enterprise license for use at 2740 Main Street, Suite 116.

DISCUSSION

Ms. Chen has paid the background investigation and pro-rated license fee for a Therapeutic Massage Enterprise. The Police Department has conducted a background investigation and nothing has been found that would prohibit licensing. Ms. Chen has provided proof of a work permit for the United States. The final inspection has been done and a Certificate of Occupancy has been issued. Ms. Chen has a tentative December 7, 2011 opening date.

Ms. Chen has also applied and paid for the 2012 Renewal for the Therapeutic Massage Enterprise.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by licensing businesses to comply with state and local laws.

RECOMMENDATION

Council is requested to approve the issuance of the 2011 Therapeutic Massage Enterprise and the 2012 Renewal of the license for Oriental Massage located at 2740 Main Street, Suite 116.

Form Review

Inbox	Reviewed By	Date
Cathy Sorensen	Cathy Sorensen	11/30/2011 08:51 AM
Matt Fulton	Matt Fulton	11/30/2011 03:17 PM
Form Started By: Kris Linquist		Started On: 11/29/2011 03:19 PM
Final Approval Date: 11/30/2011		



City Council Regular

8. c.

Meeting Date: 12/06/2011

Subject: Approve 2012 License Renewals

From: Kris Linqvist, Deputy Clerk

INTRODUCTION

City Code Section 5 contains provisions for licensing of certain establishments within the City of Coon Rapids. Attached is a tabulation of those licenses which require City Council approval.

DISCUSSION

All of the license applications are renewals. With the exception of those indicated in bold, Certificates of Insurance have been received and fees have been paid.

Certain licenses such as tobacco and massage therapists are approved by staff.

Renewals were processed using the 2012 fee schedule.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by licensing businesses to comply with state and local laws.

RECOMMENDATION

Council approval of 2012 license renewals as listed on the attached tabulation, subject to receipt of additional information, Certificates of Insurance and fees as noted.

Attachments

2012 Renewals

Form Review

Inbox	Reviewed By	Date
Cathy Sorensen	Cathy Sorensen	11/30/2011 04:45 PM
Matt Fulton	Matt Fulton	12/01/2011 03:06 PM
Form Started By: Kris Linqvist		Started On: 11/29/2011 03:37 PM
Final Approval Date: 12/01/2011		



City Council Regular

8. d.

Meeting Date: 12/06/2011

Subject: Accept Easement - Ponds Townhome Association, Inc.

Submitted For: Stoney Hiljus, City Attorney

From: MariBeth Parks, Administrative
Secretary III

INTRODUCTION

Council is asked to accept an easement from Ponds Townhome Association, Inc. for sidewalk and snow storage purposes over portions of their common area.

DISCUSSION

Within the common area for the Ponds Townhomes lies a drainage ditch. The City is cleaning out the ditch this fall and has obtained permission from the townhouse association for this project. However, for future maintenance of the ditch staff has obtained an easement for drainage purposes from the townhouse association at no cost to the City. The executed easement has been submitted by Ponds Townhome Association, Inc. for acceptance by the City Council.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way:

The City of Coon Rapids follows a formal strategic direction established and continually monitored by the City Council that is implemented and managed with excellence, operational efficiency, and with a long term view of organizational and environmental sustainability.

RECOMMENDATION

Council is asked to accept the attached easement for drainage purposes from Ponds Townhome Association, Inc.

Attachments

Ponds Easement

Map

Form Review

Inbox	Reviewed By	Date
Stoney Hiljus	Stoney Hiljus	11/30/2011 09:32 AM
Matt Fulton	Matt Fulton	11/30/2011 03:12 PM
MariBeth Parks (Originator)	MariBeth Parks	12/01/2011 01:49 PM
Form Started By: MariBeth Parks		Started On: 11/29/2011 02:57 PM
Final Approval Date: 12/01/2011		

EASEMENT AGREEMENT

THIS INDENTURE, Made this ____ day of _____, between Pond Townhome Association, Inc., a non-profit corporation existing under the laws of the State of Minnesota, herein referred to as the Landowner, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

That the said Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage purposes over, under and across the following described property:

Outlot B, Common Interest Community Number 87, DeGardner's Pond Addition,
Common Element.

EXEMPT FROM STATE DEED TAX

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages,

demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged sod and plantings

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

IN WITNESS WHEREOF, the said Landowner has caused this agreement to be executed as of the day and year first above written.

POND TOWNHOME ASSOCIATION,
INC.

By: _____
Its: _____

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

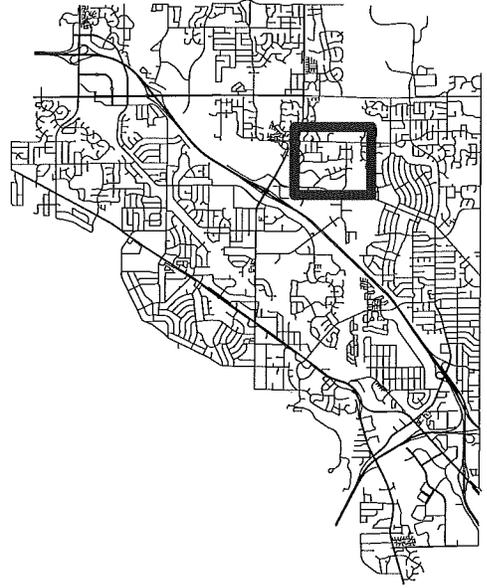
By: _____
Matthew S. Fulton, City Manager

[Signatures continue on following page]



COON RAPIDS

Minnesota





City Council Regular

8. e.

Meeting Date: 12/06/2011

Subject: Authorize Final Payment for Lift Station #3, Project 10-28

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to Geislinger and Sons, in the amount of \$15,666.28 for Project 10-28.

DISCUSSION

A summary of Project 10-28 is as follows:

Completion date per contract		10/17/11
Substantial completion date		9/16/11
Final completion date		10/14/11
Contract amount	\$	311,500.00
Total additions		1,825.59
Final contract amount		313,325.59
Less: previous payments by City		(297,659.31)
Amount due		15,666.28
Amount over final contract	\$	0.00

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the City's long-term strategic vision. The City of Coon Rapids follows a formal strategic direction established and continually monitored by the City Council that is implemented and managed with excellence, operational efficiency, and with a long term view of organizational and environmental sustainability.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the change orders and of final payment to Geislinger and Sons, Inc. in the amount of \$15,666.28 for Project 10-28.

Form Review

Inbox

Sharon Legg

Matt Fulton

Form Started By: Dianne Nelson

Final Approval Date: 12/01/2011

Reviewed By

Sharon Legg

Matt Fulton

Date

11/30/2011 04:00 PM

12/01/2011 03:09 PM

Started On: 11/29/2011 04:37 PM



City Council Regular

8. f.

Meeting Date: 12/06/2011

Subject: Authorize Final Payment for Street Reconstruction, Pheasant Ridge Drive, Project 11-4

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to Northwest Asphalt, Inc. in the amount of \$19,104.33 for Project 11-4.

DISCUSSION

A summary of Project 11-4 is as follows:

Completion date per contract	10/24/11
Substantial completion date	10/14/11
Final completion date	10/14/11
Contract amount	\$403,285.96
Total additions	3,104.89
Total deletions	(32,424.20)
Final contract amount	\$373,966.65
Actual project cost	\$382,086.65
Less: previous payments by City	(362,982.32)
Amount due	\$19,104.33
Amount over final contract	\$8,120.00

The change orders mainly consisted of changing the bituminous mix to recycled which saved money.

The actual project costs were more than final contract amount due to more work performed than estimated.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the City's long-term strategic vision. The City has an efficient and well maintained system of roads, sidewalks, and trails supported by a comprehensive and connected mass transportation system.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the change orders and of final payment to Northwest Asphalt, Inc. in the amount of \$19,104.33 for Project 11-4.

Form Review

Inbox	Reviewed By	Date
Sharon Legg	Sharon Legg	11/30/2011 04:01 PM
Matt Fulton	Matt Fulton	12/01/2011 03:14 PM
Form Started By: Dianne Nelson		Started On: 11/30/2011 11:09 AM
Final Approval Date: 12/01/2011		



City Council Regular

9. a.

Meeting Date: 12/06/2011

Subject: Joseph Murrell, 9950 Bluebird Street NW, #110

Submitted For: Matt Fulton, City Manager

From: Cathy Sorensen, City Clerk

INTRODUCTION

Joseph Murrell, 9950 Bluebird Street NW, #110, shared his concerns about the general direction of the City.

DISCUSSION

During the Open Mic portion of the November 15 Council meeting, Mr. Murrell shared his concerns about the general direction the City was taking, including job creation, past developments, and the proposed prepay ordinance. Council thanked Mr. Murrell for sharing his concerns and encouraged him to become more involved in City Commissions as a way to share his suggestions and ideas.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Quality of Life** section of the 2030 Strategic Vision in the following way: by encouraging resident engagement and participation.

RECOMMENDATION

This is for Council information only.

cc: Joseph Murrell

Form Review

Form Started By: Cathy Sorensen

Started On: 12/01/2011 09:51 AM

Final Approval Date: 12/01/2011



City Council Regular

10. a.

Meeting Date: 12/06/2011

Subject: 2012 Fee Revisions

From: Kevin Vouk, Manager of
Accounting/Treasurer

INTRODUCTION

On November 15th, the attached ordinance adjusting certain fees was introduced by the City Council. This ordinance is now being presented for adoption along with resolutions which include fees not set by ordinance. Rates for the ice arena, golf course and utility funds are set by separate City Council action throughout the year.

DISCUSSION

The fees for 2012 have been adjusted by the 2011 annual adjustment of 1.0% with exceptions noted below. A request for a rate change is made only if the adjustment is enough for the fee to be rounded to the next significant dollar amount. Items to note are as follows:

Ordinance Adjusting Certain Fees (see reference number in ordinance)

- (1) *Fees set by State Statute.* Certain fees under Section 5-209 (alcoholic beverages) and the gambling investigation fee under Section 5-2008 of the City Code are set by Minnesota Statutes and did not change for 2012.
- (2) *On-sale liquor license.* The on-sale liquor license was compared to the amount charged by other cities. Based on this review, staff determined that it should remain at the current rate of \$9,350 for 2012.
- (3) *Waste and Recycling Hauler License Fees.* Based on a review of comparable cities, these fees were increased in 2008 from \$55 to \$150 for the first vehicle with each additional vehicle at \$25 each. It is recommended that these rates be increased to \$160 for the first vehicle and \$27 for each additional vehicle to reflect the percentage increase made to other fees since 2008.
- (4) *Property Monitoring Fees.* A property monitoring fee was approved by the City Council in 2006. The 2007 fees were set at \$600 per year for residential property and \$1,000 per year for commercial property to cover related costs. Staff recommends no change for 2012.
- (5) In certain cases there may be no change in the fee due to rounding. For example, the tobacco license investigation fee which is rounded to the nearest \$5 had a calculated base amount of \$119.41 in 2011 and was rounded to \$120. For 2012, the calculated base increased to \$120.60, which rounded to the nearest \$5 leaves the fee at \$120.
- (6) Staff recommends that certain other fees not be increased for 2012 if they are adequate to cover current costs, are seldom used and therefore difficult to establish a cost basis, and/or are comparable to rates charged by other cities.

Resolution Establishing Certain Fees and Charges for CTN Studios

The CTN fee schedule has been updated to reflect a revised daily rental rate for production truck(A) which was equipped with new high definition equipment during 2011. Also, in addition to the fee for program copies in the DVD format, there is now a fee for Blu-ray copies.

Resolution Establishing Certain Fees and Charges

Items not increased by the annual adjustment are as follows:

Fees set by State Statute. These include the notary fee, returned check charge, day care inspection fee and document charges. The State did not change these fees for 2012.

Water Meters. The City purchases water meters and sells them to contractors for installation in new construction. The rate consists of our cost (including sales tax) and a markup of 33% to cover handling and future replacements since there is no charge for the replacement of water meters.

Water Flow Test. This fee for the fire department is being increased from \$125 to \$150 to offset costs actually incurred.

Resolution Establishing Sewer Availability Charges (SAC)

Metropolitan Council Environmental Services (MCES) has notified the City that the basic metropolitan SAC charge will be increased \$135 or 6.1%. SAC charges are collected by the City and remitted to MCES for all new or expanding sewer system users. The funds are used by MCES to retire debt incurred to build and expand the metro sewer system. Resolution 11-132 provides for the increase, changing the single family SAC from \$2,280 to \$2,440 which includes \$75 that the City retains. Other housing types are increased on a pro rata basis as detailed in the resolution. The portion that the City retains to cover administrative expenses is proposed to increase from \$50 to \$75 to cover increased monitoring of property usage required by MCES. Staff will be doing an analysis in the future to determine monitoring costs for commercial properties and whether they should have a separate administrative fee.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the 2030 Strategic Vision by ensuring that fees cover the cost of providing the related service or the amount allowed under State Statutes.

RECOMMENDATION

- a. Conduct public hearing regarding the fee increases for off-sale 3.2 malt liquor and on-sale 3.2 malt liquor.
- b. Adopt an Ordinance to Revise Certain License Fees, Service Fees and Related Charges effective January 1, 2012.
- c. Adopt Resolution 11-129 Establishing Certain Fees and Charges for Use of CTN Studio Facilities effective January 1, 2012.
- d. Adopt Resolution 11-131 Establishing Certain Fees and Charges effective January 1, 2012.
- e. Adopt Resolution 11-132 Revising Sewer Availability Charges (SAC) effective January 1, 2012.

Attachments

Ordinance

Resolution 11-129

Resolution 11-131

Resolution 11-132

Form Review

Inbox

Maribeth Parks

Sharon Legg

Matt Fulton

Form Started By: Kevin Vouk

Final Approval Date: 12/01/2011

Reviewed By

MariBeth Parks

Sharon Legg

Matt Fulton

Date

11/30/2011 02:52 PM

11/30/2011 04:10 PM

12/01/2011 03:15 PM

Started On: 11/30/2011 11:51 AM

ORDINANCE NO.

AN ORDINANCE TO REVISE CERTAIN LICENSE FEES, SERVICE FEES AND RELATED CHARGES AND ESTABLISHING AN EFFECTIVE DATE THEREFOR

The City of Coon Rapids does ordain:

Section 1. The following fees are hereby established for the licenses and permits in Title 5 of Revised City Code - 1982:

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Off-sale 3.2 Malt Liquor	\$140	\$140	5-209	5
On-sale 3.2 Malt Liquor	\$645	\$655	5-209	
Temporary 3.2 Malt Liquor, On-sale (per day)	\$30	\$30	5-209	6
Temporary On-sale Liquor License (per 4 hour event)	\$30	\$30	5-209	6
Tavern License (including public dancing)	\$555	\$560	5-209	
Bottle Clubs (including public dancing)	\$300	\$300	5-209	1
Public Drinking Place	\$555	\$560	5-209	
Intoxicating liquor, clubs, as defined in Minnesota Statutes Section 340A.101, Subd.7:				
(a) Clubs with membership of 200 or less	\$300	\$300	5-209	1
(b) Clubs with membership of 201 to 500 members	\$500	\$500	5-209	1
(c) Clubs with membership of 501 to 1,000 members	\$650	\$650	5-209	1
(d) Clubs with 1,001 and 2,000 members	\$800	\$800	5-209	1
(e) Clubs with 2,001 and 4,000 members	\$1,000	\$1,000	5-209	1
(f) Clubs with 4,001 and 6,000 members	\$2,000	\$2,000	5-209	1
(g) Clubs with 6,001 members or more	\$3,000	\$3,000	5-209	1
Off-Sale Intoxicating Liquor License	\$300	\$300	5-209	1
On-Sale Intoxicating Liquor License	\$9,350	\$9,350	5-209	2
Sunday sales	\$200	\$200	5-209	1
On-Sale Wine License				
(a) for seating capacity of at least 35 but no more than 99	\$1,000	\$1,000	5-209	1
(b) for seating capacity of 100 or more	\$2,000	\$2,000	5-209	1
On-Sale establishments open after 1:00 AM	\$300	\$300	5-209	1
Liquor Licensing Investigation Fee	\$460	\$465	5-211	
Liquor Manager Investigation Fee	\$115	\$120	5-211	
Amusement Center License	\$425	\$430	5-305	
Archery Club License	\$70	\$70	5-405	5
Bowling License	\$60	\$60	5-604	5
Carnival License for 0-5 Ride	\$285	\$290	5-704	
Carnival License - Additional Ride	\$34	\$34	5-704	5
Circus License	\$355	\$360	5-704	

<u>Description</u>	<u>2011 fee</u>	<u>2012 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Circus License-Additional Day	\$40	\$41	5-704	
Christmas Tree Sales License	\$74	\$75	5-804	
Tobacco License	\$165	\$170	5-905	
Tobacco License Investigation Fee	\$120	\$120	5-905	5
Dancing Permit - annual	\$140	\$140	5-1004	5
Dancing Permit - per event	\$30	\$30	5-1004	5
Gun Club License	\$70	\$70	5-1105	5
Parade Permit	\$25	\$25	5-1204	6
Taxi License - vehicle	\$40	\$41	5-1308	
Taxi License - driver	\$26	\$27	5-1308	
Taxi License Investigation	\$25	\$30	5-1308	
Theatre - 1st screen	\$310	\$310	5-1406	5
Theatre - additional screens	\$44	\$44	5-1406	5
Peddler License - Fireworks/All Other per day	\$60/10	\$60/10	5-1507	6
Peddler License - Fireworks/All Other per week	\$150/30	\$150/30	5-1507	6
Peddler License - Fireworks/All Other per month	\$300/60	\$300/60	5-1507	6
Peddler License - All Other for 6 months	\$300	\$300	5-1507	6
Peddler License Investigation Fee – each applicant	\$25	\$25	5-1507	6
Tree Trimmer License	\$63	\$64	5-1607	
Massage Parlor Business License	\$4,390	\$4,430	5-1811	
Masseur/Masseuse License	\$155	\$160	5-1811	
Massage Parlor Investigation Fee	\$2,190	\$2,210	5-1811	
Masseur License Investigation Fee	\$380	\$385	5-1811	
Conversation Parlor License	\$3,480	\$3,510	5-1905	
Gambling Investigation Fee	\$250	\$250	5-2008	1
Adult Oriented Business - Annual License	\$6,750	\$6,800	5-2209	
Adult Oriented Business - Investigation Fee	\$2,020	\$2,040	5-2209	
Adult Oriented Business per 5-2202(17) - Annual License	\$160	\$165	5-2209	
Adult Oriented Business per 5-2202(17) - Investigation Fee	\$445	\$450	5-2209	
Fireworks Display Permit	\$100	\$100	5-2307	6
Pawnshop License	\$2,700	\$2,720	5-2405	
Pawnshop Investigation Fee	\$380	\$385	5-2405	
Pawnshop New Manager Investigation Fee	\$115	\$120	5-2410	
Pawnshop Transaction Fee -modem reporting	\$1.50/trans.	\$1.50/trans.	5-2405	6
-manual reporting	\$2.50/trans	\$2.50/trans	5-2405	6
Special Event Parking Permit	\$70	\$70	5-2508	5
Secondhand/Antique Dealers License-A	\$305	\$305	5-2612	5
Secondhand/Antique Dealers License-B	\$140	\$145	5-2612	
Secondhand/Antique Dealers Investigation Fee-A	\$355	\$360	5-2612	
Secondhand/Antique Dealers Investigation Fee-B	\$71	\$72	5-2612	

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Secondhand/Antique Dealers New Manager Investigation Fee	\$115	\$115	5-2605	5
Secondhand/Antique Dealers Transaction Fee				
-modem reporting	\$1.50/trans	\$1.50/trans	5-2612	6
-manual reporting	\$2.50/trans	\$2.50/trans	5-2612	6
Exhibition Operator Permit (per event)	\$1,010	\$1,020	5-2628	
Exhibitor Permit (per event)	\$40	\$41	5-2628	
Precious Metals License	\$2,700	\$2,720	5-2711	
Precious Metals Investigation Fee	\$355	\$360	5-2711	
Precious Metals New Manager Investigation Fee	\$115	\$115	5-2711	5
Precious Metals Transaction Fee				
-modem reporting	\$1.50/trans	\$1.50/trans	5-2711	6
-manual reporting	\$2.50/trans	\$2.50/trans	5-2711	6
Currency Exchange License	\$70	\$70	5-2805	5
Therapeutic Massage Enterprise License	\$305	\$310	5-2907	
Massage Therapist License	\$43	\$44	5-2907	
Therapeutic Massage Enterprise Investigation Fee	\$380	\$385	5-2907	
Massage Therapist - Investigation Fee	\$43	\$44	5-2907	

Section 2. The following fees are hereby established for the services in Title 8 of

Revised City Code - 1982:

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>	<u>Section of City Code</u>	<u>For ref. only see memo</u>
Waste and Recycling Hauler License				
First Vehicle	\$150	\$160	8-211	3
Each Additional Vehicle	\$25	\$27	8-211	3
Response to False Alarms (4-5)	\$46	\$47	8-1403	
Response to False Alarms (6-9)	\$92	\$93	8-1403	
Response to False Alarms (10 or more)	\$185	\$185	8-1403	5

Section 3. The following fees are hereby established for the permits and approvals in Title 11 of

Revised City Code - 1982:

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>
Conditional Use Permit with Site Plan Review	\$525 plus recording fees	\$530 plus recording fees
Conditional Use Permit without Site Plan Review	\$305 plus recording fees	\$310 plus recording fees
Conditional Use Permit/Mining Permit	\$205	\$210
Planned Unit Development	\$1,330	\$1,350
Revision to Final Planned Unit Development	\$295	\$300

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>	For ref. only see <u>memo</u>
Site Plan Review - Residential	\$795	\$800	
Site Plan Review - Commercial	\$425	\$430	
Lot Split or Registered Land Survey in lieu of lot split	\$265	\$270	
Preliminary Plat	\$440	\$440	5
Final Plat	\$150	\$150	5
Registered Land Survey in lieu of plat	\$440 plus recording fees	\$440 plus recording fees	5
Comprehensive Plan Amendment	\$630	\$635	
Rezoning	\$415	\$420	
Variance	\$250 plus recording fees	\$250 plus recording fees	5
Vacation	\$280	\$285	

Section 4. The following fees are hereby established for the services in Title 12 of

Revised City Code – 1982:

<u>Description</u>	<u>2011 fees</u>	<u>2012 fees</u>	<u>Section of City Code</u>	For ref. only see <u>memo</u>
Sign Contractor License	\$50	\$50	12-106	6
Vacant Residential Property Monitoring	\$600 per yr	\$600 per yr	12-312	4
Vacant Commercial Property Monitoring	\$1,000 per yr	\$1,000 per yr	12-312	4
Excessive Consumption of Inspection Services Fee	\$150	\$150	12-317	5

Section 5. Effective Date of Ordinance. This ordinance shall be effective for all annual permits and/or licenses issued for 2012 and succeeding years, and for all other permits and licenses issued after January 1, 2012.

Introduced the 15th day of November, 2011.

Adopted the ___ day of _____, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 11-129

**RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF THE CTN STUDIO FACILITIES**

WHEREAS, CTN Studio facilities, staff, and equipment are dedicated for the production of programming for the city of Coon Rapids community channels; and

WHEREAS, only CTN Studio staff are to use or operate equipment due to liability, knowledge of operation, and protection of the facilities; and

WHEREAS, the City may provide production services to the general public, depending on the availability of CTN Studio facilities, staff and equipment; and

WHEREAS, the cost of services provided should be borne by the users of those services.

NOW, THEREFORE, BE IT RESOLVED that the following fee schedule shall be effective January 1, 2012 (including sales tax where applicable):

<u>STUDIO - includes staff assistance</u>	<u>Rates</u>
Studio A rental (3 hour minimum).....	\$130/hr
Studio B rental (3 hour minimum).....	\$55/hr
B truck control room rental (3 hour minimum)	\$135/hr
Voice over room (1 hour minimum).....	\$70/hr
 <u>STAFF (3 hour minimum)</u>	
Producer	\$75/hr
Director	\$75/hr
Graphics Designer.....	\$55/hr
Production Assistant	\$40/hr
 <u>EDIT SUITES (3 hour minimum)</u>	
Editing - Apple, Final Cut Pro, Photoshop, Motion, DVD Pro	\$100/hr w/editor
Rendering - Apple, Final Cut Pro, Photoshop, Motion, DVD Pro	\$60/hr no editor
 <u>FIELD CAMERA)</u>	
HD Panasonic P2, HPX 500 w/Fuji 18x lens (x2).....	\$450 per day
HD Panasonic P2 HPX 170 w/13x lens.....	\$200 per day
DVC Pro 25, D700 w/Canon 18x lens.....	\$250 per day
Mini D, DVC 30 w/16x lense	\$100 per day
 <u>CAMERA ACCESSORIES</u>	
Cammate 18' crane	\$350 per day
P2 card, 64 GB.....	\$75 per day
P2 card, 32 GB.....	\$50 per day

Tripod - Oconner 1030 w/Gitzo sticks.....	\$30 per day
Tripod - Bogan 501 (light duty).....	\$10 per day
Sennheiser wireless system ew100 G2	\$40 per day
Portable Tota light kit (2 lights).....	\$35 per day

PRODUCTION TRUCK (4 hour minimum)

Rate for 5 camera remote HD production (A) truck 32'	\$5,200 per day
Rate for 3 camera remote SD production (B) truck 18'	\$1,300 per day
Generator use for truck rental	\$350 per day

Crew costs are additional, see above staff rates.

Tapes and other supplies are extra.

COPIES OF CTN PROGRAMS

DVD.....	\$20 each
Blu-ray	\$25 each

A 25% deposit is required on all projects over \$1,000.

10% discount for public schools and non-profit organizations.

Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 11-122

**RESOLUTION ESTABLISHING CERTAIN FEES AND CHARGES
FOR USE OF THE CITY CENTER FACILITIES**

WHEREAS, the City Center complex was built with banquet facilities allowing for the senior dining program; and

WHEREAS, these facilities will be available for public rental; and

WHEREAS, the conference rooms and other rooms will be available for public use; and

WHEREAS, it is in the best interest of the City that costs of services be borne to the extent practical by the users of those services; and

NOW, THEREFORE, BE IT RESOLVED that the following fee schedule be adopted for reservations made after January 1, 2012, for the use of the City Center facilities.

2012 Services & Fees

	<u>Mon-Thurs</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u> <u>4 hr block</u>
Banquet Facility (Includes Civic A, Civic B, Training Room & Kitchen):				
• Coon Rapids Civic, Athletic or Public	\$215	(2)	\$745 (1)	(2)
• Additional hourly rate if more needed	\$27	\$55	\$50	\$55
• Coon Rapids Resident, Non-Profit or Business	\$355	\$550	\$745	\$260
• Additional hourly rate if more needed	\$45	N/A	\$50	\$65
• Non-Resident	\$410	\$640	\$845	\$300
• Additional hourly rate if more needed	\$50	N/A	\$53	\$75
Civic Rooms A & B rental rates:				
• Coon Rapids Civic, Athletic or Public	\$100	\$165	\$550 (1)	\$120
• Coon Rapids Resident, Non-Profit or Business	\$180	\$400	\$550	\$120
• Non-Resident	\$220	\$475	\$630	\$160
• Additional hourly rate if more needed	\$70	\$65	\$75	\$35
Training Room rental rates:				
• Coon Rapids Civic, Athletic or Public	\$40	\$75	\$115 (1)	\$40
• Coon Rapids Resident, Non-Profit or Business	\$100	\$75	\$115	\$40
• Non-Resident	\$115	\$90	\$135	\$48
• Additional hourly rate if more needed	\$35	\$25	\$35	\$10

	<u>Mon-Thurs</u>	<u>Friday</u>	<u>Saturday</u>	<u>Sunday</u> <u>4 hr block</u>
Kitchen rental rates	\$75	\$75	\$80	\$75
If beer/wine, add	\$525	\$525	\$525	\$525
Hourly rate for police officer if past closing	\$75	\$75	\$75	\$75
 Auditorium Style set-up				
full banquet/ one room	\$110 \$55	\$110 \$55	\$110 \$55	\$110 \$55

(1) A.M. rentals until Noon are at \$55 per hour for all or portions of Civic A, B and Training, to a maximum of \$165.

(2) \$55 per hour for all or portions of Civic A, B and Training, to a maximum of \$165.

- Monday -Thursday rates are based on a 4 hour rental.
- Friday rate is based on 8 hour rental. Banquet facility cannot be split up until 6 months prior to event date.
- Saturday is based on a 12 hour rental. Banquet facility cannot be split up until 6 months prior to event date.
- Sunday is an hourly rental with a 4 hour minimum to start.

Note: 25% discount allowed if Banquet Rooms are available 45 days or less from date of event.

CONFERENCE ROOMS, ARTS & CRAFTS ROOM AND RECREATION ROOM:

Rental rates:

- Coon Rapids Civic, Athletic or Public month. No Charge up to 8 hours per Additional hours are \$15 per hour.
- CR Resident, Non-Profit or Business (Mon-Thurs) \$40 for first 4 hours Additional hours are \$15 per hour
- CR Resident, Non-Profit or Business (Fri-Sun) \$60 for first 4 Additional hours are \$15 per hour
- Non-Resident (Monday-Thursday) \$50 for first 4 hours Additional hours are \$15 per hour
- Non-Resident (Friday-Sunday) \$75 for first 4 hours Additional hours are \$15 per hour

DAMAGE DEPOSIT:

- \$500 for Banquet Rooms – due 30 days prior to event
- \$250 for Civic Rooms A & B – due 30 days prior to event
- \$175 for Civic Room A or B – due 30 days prior to event
- \$75 for Training Room – due upon application
- \$50 for Conference Rooms – due upon application

EQUIPMENT RENTALS RATES (including sales tax):

- projection screen* \$5
- white board easel* \$5
- regular easel* \$5
- microphone* \$10
- slide or overhead projector* \$5
- LCD projector, DVD/VCR player \$155
- small TV/VCR* \$5
- piano \$50
- grills \$20 each
- coffee maker* \$10
- lighted arch \$25
- wooden arch \$10
- rope lighting \$10
- tablecloths (round and 8 foot) \$4.50 each
- napkins \$.45 each
- plates \$0.50/item; replacement cost \$5.00/item
- coffee cups \$0.50/item; replacement cost \$5.00/item
- goblets \$0.50/item; replacement cost \$5.00/item
- coffee servers \$3.00/item; replacement cost \$15.00/item
- pitchers \$1.00/item; replacement cost \$5.00/item
- salt and pepper shakers \$1.50/set; replacement cost \$4.00/set
- chocolate fountain \$20.00; replacement cost \$50.00
- punch bowls \$5.00/each; replacement cost \$40.00/item
- mirror squares \$1.00/each; replacement cost \$5.00/item
- ice votives \$.50/each; replacement cost \$2.00/item

*Civic, Athletic and Public exempt.

Adopted by the Coon Rapids City Council this 15th of November, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 11-132

RESOLUTION REVISING SEWER AVAILABILITY CHARGES (SAC)

WHEREAS, City Code Section 13-602 authorized the City Council to adopt by resolution a sewer rate charge which is intended to reimburse the City for the Sewer Availability Charge (SAC) assessed by the Metropolitan Council Environmental Services and additional expenses incurred by the City; and,

WHEREAS, the SAC charges will be increased by the Metropolitan Council effective January 1, 2012 to \$2,365 for the single family residential charge; and,

WHEREAS, the City adds an additional \$75 to the fee to cover expenses.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that pursuant to provisions of the City Code Section 13-602 the following sewer availability charges are hereby established effective the first day of January 1, 2012.

1. Single family residence, individual townhouse or condominium units and individual duplex units shall each comprise one unit and pay a fee of \$2,440.
2. Multiple family residences and mobile homes shall pay eighty percent (80%) of the SAC charge plus \$75 or a fee of \$1,967 per dwelling unit.
3. Public housing units and housing units subsidized under any Federal program for low and moderate housing shall be counted as seventy-five percent (75%) of the unit equivalent for that type of housing and shall pay a fee of \$1,848 under Subsection 1 hereof or \$1,494 per dwelling unit if it is a unit under Subsection 2 above.
4. Outdoor spaces that will be exposed to wet weather conditions shall receive a seventy-five percent (75%) discount. These spaces may include these spaces (where there are toilets available): restaurant and bar outdoor seating areas, golf courses and driving ranges, outdoor pools and water parks, park shelters, outdoor tennis courts, drive-in restaurants and theaters, and outdoor public areas such as zoo exhibits.
5. All other users shall be assigned one unit for every 274 gallons per day of flow which it is estimated they will discharge annually, with each such building being assigned a minimum of one unit, with a charge of \$2,440 per unit.

Adopted this 6th day of December 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

10. b.

Meeting Date: 12/06/2011

Subject: Truth-In-Taxation Hearing and Adoption of 2012 Budget and Tax Levy

Submitted For: Sharon Legg, Finance Director

From: Sharon Legg, Finance Director

INTRODUCTION

The City Council needs to hold the Truth-In-Taxation (TNT) hearing and consider adoption of the 2012 budget and tax levy

DISCUSSION

As you know, the budget was discussed at a workshop on August 10 and continued to August 30. A preliminary levy was certified to the County. December 6 was set as the Truth in Taxation public meeting at which the proposed budget for taxes payable year 2012 must be discussed. The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions. Staff is prepared to make a short budget presentation.

After the public hearing, resolutions adopting the budget and the tax levy are included for adoption.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: The City of Coon Rapids budget process ensures a strategic direction established and monitored by the City Council.

RECOMMENDATION

- a. Conduct the Truth-In-Taxation hearing.
- b. Adopt Resolution 11-124 adopting the 2012 budget.
- c. Adopt Resolution 11-125 adopting the 2012 tax levy.

Attachments

Resolution 11-124

Resolution 11-125

Form Review

Inbox

Matt Fulton

Form Started By: Sharon Legg

Final Approval Date: 11/30/2011

Reviewed By

Matt Fulton

Date

11/30/2011 03:20 PM

Started On: 11/29/2011 04:12 PM

RESOLUTION NO. 11-124

RESOLUTION ADOPTING THE 2012 BUDGET

WHEREAS, the City Charter requires the City Manager to prepare a budget for all funds of the City; and

WHEREAS, the City Manager's proposed budget was presented to the City Council on August 10, 2011, and discussion continued to August 30, 2011, well before the Charter requirement of the first meeting in September; and

WHEREAS, the 2012 proposed budget was discussed at the Truth-In-Taxation hearing on December 6, 2011; and

WHEREAS, requested modifications to the budget were made; and

NOW, THEREFORE, BE IT RESOLVED that the Coon Rapids City Council hereby adopts the 2012 budget as presented, a summary of which follows:

REVENUES	
General Fund	
General Property Taxes	\$17,839,056
Licenses and Permits	1,425,280
Fines and Forfeitures	503,500
Investment Income	237,600
Intergovernmental	802,800
Charges from Current Services	1,721,210
Other	3,545,101
Total General Fund Revenues	26,074,547
Transfer from Other Funds	47,784
Total General Fund Revenues including Transfers	26,122,331
Other Funds	
Special Revenue Funds	2,017,640
Debt Service Funds	3,689,179
Capital Project Funds	4,885,063
Enterprise Funds	15,232,090
Internal Service Funds	202,300
Total Other Funds	26,026,272
Other Financing Sources	
Sale of Equipment Certificates	1,145,000
Transfers from Other Funds	<u>1,135,294</u>
Total Revenues and Other Sources	<u>\$54,428,897</u>

EXPENDITURES

General Fund

General Government	3,691,636
Public Safety	12,680,588
Community Services	383,965
Community Development	1,720,748
Maintenance Services	6,591,896
Contingency	<u>367,000</u>

Total General Fund Expenditures	25,435,833
Transfer to Other Funds	525,000

Total General Fund Expenditures including Transfers	25,960,833
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Other Funds

Special Revenue	1,798,017
Debt Service	2,535,275
Capital Project	4,602,786
Enterprise	15,378,968
Internal Service Funds	361,700

Total Other Funds	24,676,746
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Transfers to Other Funds	<u>658,078</u>
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Total Expenditures and Transfers	<u>\$51,295,657</u>
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Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk

RESOLUTION NO. 11-125

**RESOLUTION ESTABLISHING 2012 TAX LEVY FOR
THE CITY OF COON RAPIDS**

WHEREAS, the Legislature of the State of Minnesota has enacted legislation providing for City certification of a final 2012 property tax levy prior to December 28, 2011; and

WHEREAS, the City Council has reviewed and adopted the 2012 budget and reviewed the tax levy as proposed by the City Manager; and

WHEREAS, the City held a truth-in-taxation public hearing on the levy on December 6, 2011; and

NOW, THEREFORE, BE IT RESOLVED that the amounts listed below are given final certification for collection with payable 2012 taxes:

City Wide Levies

General Fund	\$17,839,056
Capital Projects	1,880,740
Special Assessment levy against city property	32,080
Bonds of 2005	107,940
Bonds of 2008 (2008 Construction)	144,650
Bonds of 2010	181,675
Bonds of 2011	246,225
EDA Lease Revenue Bonds	919,737
Equipment Certificates of 2010	117,250
 TOTAL CITY WIDE LEVY	 21,469,353
 HRA Levy	 <u>825,000</u>
 TOTAL	 <u>\$22,294,353</u>

BE IT FURTHER RESOLVED that although the scheduled debt service requirement for the G.O. Special Assessment Bonds of 2005, 2008 and 2010 in the amount of \$462,926, can be reduced to \$434,265. The balance of the levy (\$28,661) can be cancelled since other funds are available to pay the balance of the debt service.

Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk



City Council Regular

12. a.

Meeting Date: 12/06/2011

Subject: Adoption of Ordinance Adding Chapter 8-1500, Prepayment for Gasoline and Diesel Fuel

From: Brad Wise, Police Chief

INTRODUCTION

The City Code requires some revisions in the Health, Safety and Sanitation chapter in order to prevent ongoing criminal activity at and in the proximity of Retail Fuel Businesses. Council is requested to adopt the attached ordinance.

DISCUSSION

The Police Department has recognized an increasing burden on its resources in the form of theft reports regarding failure to pay for gasoline, "No Pays," at some of our retail fuel businesses. In 2009 theft reports for gas "No Pays" numbered 314. There were 492 of these theft reports in 2010 and 374 as of 09/01/2011. These numbers represent considerable expenditure of limited police resources and detract from proactive policing opportunities concerning other matters in the community.

An investigation into these "No Pays" reveals that frequently an offending vehicle is registered to locations outside of Coon Rapids. This indicates that a criminal element has recognized the opportunity to enter our City and commit this crime at the handful of retail fuel businesses that do not require payment at the pump/pre-pay. In addition, many offending vehicles temporarily display license plates stolen from other vehicles to facilitate this theft of fuel. Unless the price of fuel dramatically drops these types of thefts are bound to increase.

We recognize that regulating how private businesses choose to operate is a serious matter. Over the last several years as the price of fuel spiked, we expected all of our retail fuel businesses to convert to a payment at the pump/prepay model. However, this has not happened. It has become apparent that some of the larger corporate fuel companies that aggressively market in-store purchases of other products are not inclined to implement a pre-pay/pay at the pump policy without a specific directive from local government. And, if these larger companies do not have this policy, smaller establishments would likely feel obligated to operate their businesses in the same manner in order to remain competitive. Therefore, we are hopeful that most retail fuel businesses would welcome an ordinance requiring payment at the pump/pre-pay as long as all establishments in Coon Rapids are affected in the same manner.

Other cities have established similar ordinances with positive results.

The ordinance implementation date is proposed to be effective January, 1, 2012.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Public Safety** section of the 2030 Strategic Vision in the following way:

By allowing the allocation of limited police resources to other community crime prevention and emergency response needs.

RECOMMENDATION

Staff recommends Council adopting the proposed ordinance.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Maribeth Parks	MariBeth Parks	11/30/2011 02:35 PM
Matt Fulton	Matt Fulton	11/30/2011 03:02 PM
Stoney Hiljus	Stoney Hiljus	11/30/2011 03:46 PM
Form Started By: Brad Wise		Started On: 11/30/2011 12:01 PM
Final Approval Date: 11/30/2011		

ORDINANCE NO.

**AN ORDINANCE ADDING CHAPTER 8-1500, PREPAYMENT
FOR GASOLINE AND DIESEL FUEL AT RETAIL FUEL BUSINESSES
AND THEREBY AMENDING REVISED CITY CODE – 1982,
TITLE 8, HEALTH, SAFETY AND SANITATION**

PREAMBLE:

- A. A significant number of motorists in the City of Coon Rapids are driving into business establishments with gasoline and/or diesel fuel pumps located thereon, filling their vehicles and/or containers with gasoline, and driving off without paying for same; and
- B. For the last several years the City of Coon Rapids Police Department utilized many man hours responding to and investigating thefts as a result of drive offs without paying for gasoline and/or diesel fuel; and
- C. The time spent by the City of Coon Rapids Police Department investigating these thefts detracts from proactive policing opportunities in regard to other community matters and time better spent investigating and /or preventing more serious crimes; and
- D. The frequency of these crimes results in real and significant costs that are borne by the citizens in the City of Coon Rapids; and
- E. These crimes seriously and significantly adversely impact revenues of owners of those business establishments in the City of Coon Rapids involving the sale of gasoline and/or diesel fuel; and
- F. The City of Coon Rapids finds that gasoline and/or diesel fuel thefts are of serious concern, and they can and should be eliminated.

The City of Coon Rapids does ordain:

Section 1. Revised City Code – 1982, Title 8 is hereby amended by adding Chapter 8-1500, Prepayment for Gasoline and Diesel Fuel at Retail Fuel Business as follows: (additions double underlined)

CHAPTER 8-1500

PREPAYMENT FOR GASOLINE AND DIESEL FUEL

AT RETAIL FUEL BUSINESSES

8-1501 Purpose. The City Council finds that reports of theft as a result of gasoline/diesel fuel drive offs without paying are on the increase. Council further finds that the man hours spent by the Police Department along with administrative backup associated therewith detracts from

proactive policing opportunities in regard to other community matters and more serious crimes. The City Council therefore determines that it is in the best interest of the City and its citizens to provide for the prepayment for gasoline and diesel fuel at retail fuel businesses.

8-1502 Definitions. For the purposes of this Chapter, the following definitions apply:

(1) "Employee" means the person(s), other than the owner or manager/supervisor, employed to perform services on the premises of a retail fuel business and who have no supervisory responsibilities.

(2) "Manager/supervisor" means the person(s) granted authority or responsibility by the owner for the operations of the retail fuel business.

(3) "Owner" means the individual, group, corporation, partnership, joint venture or other group or entity that owns a retail fuel business.

(4) "Payment" means payment by any legal means, including cash, credit card, debit, card, check or otherwise. Presenting a form of payment to be finalized at the conclusion of the transaction shall be considered payment in full.

8-1503 Prohibited Conduct. No retail fuel business owner, manager/supervisor, or employee shall:

(1) Activate any gasoline or diesel fuel pumping device prior to receiving payment in full for the gasoline or diesel fuel; or

(2) Allow or permit any person to dispense gasoline or diesel fuel from a pumping device at a retail fuel business unless the person has first made payment in full.

8-1504 Violation. Any person or business establishment who violates any provision of this Chapter is guilty of a misdemeanor.

Section 2. The effective date of this ordinance shall be January 1, 2012. Retail fuel establishments that lack the equipment, hardware, or software necessary to process prepayment of gasoline and diesel fuel sales may apply to the Chief of Police to extend the date for compliance for a period of up to three months, after which they must comply fully with Chapter 8-1500.

Introduced this 6th day of September, 2011.

Adopted this ____ day of _____.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

12. b.

Meeting Date: 12/06/2011

Subject: Coon Rapids Ice Center Contract with Anoka-Hennepin School District

Submitted For: Craig Scott, Ice Arena Manager

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The Anoka-Hennepin School District will use our new Coon Rapids Ice Center (CRIC) as their home ice for both practices and games for the High School Boys and Girls Cardinal Hockey teams.

DISCUSSION

The School District provides their standard contract which we have slightly modified to specifically address exclusive use and maintenance of certain locker rooms and language covering CRIC access and security. In the future, an addendum to this agreement will be required to outline School District financing for locker room construction. The new agreement also provides for School District rental of the outdoor rink.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development and Redevelopment section of the 2030 Strategic Vision in the following ways:

Quality of Life: The City provides a recreational facility for use by players and spectators.

Community Diversity: The City supports various recreational programs supporting a high quality of life for all ages.

RECOMMENDATION

I recommend Council approve the Coon Rapids Ice Center contract with the Anoka-Hennepin School District and authorize execution of the agreement by appropriate City officials.

Attachments

Ice Arena Contract

Form Review

Inbox	Reviewed By	Date
Craig Scott	Cathy Sorensen	11/30/2011 02:23 PM
Steve Gatlin	Cathy Sorensen	11/30/2011 03:06 PM
Maribeth Parks	MariBeth Parks	12/01/2011 01:44 PM
Matt Fulton	Matt Fulton	12/01/2011 03:08 PM
Form Started By: Cher Ridout		Started On: 11/29/2011 04:01 PM
Final Approval Date: 12/01/2011		

COON RAPIDS ICE CENTER CONTRACT

This ice facility use agreement is made and entered into this 31st day of October, 2011 between the City of Coon Rapids, a Minnesota municipal corporation, herein after referred to as (PROVIDER) and the Anoka-Hennepin School District, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period October 31, 2011 to February 29, 2012.

1. SCHEDULE OF TIME: PROVIDER agrees to make ice time available to the USER at the time and dates shown on the attached ice use schedule for one of USER's high schools. Such schedule may be amended from time to time upon the written agreement of both parties' representatives.

2. RATES: USER agrees to pay the following rates for Ice Center usage:

- a. \$ 185.00 Prime Indoor Ice Hourly Rate
- b. \$ 65.00 Outdoor Ice Hourly Rate
- b. \$ NA Non Prime Hourly Rate
- c. \$ 550.00 Indoor Ice or Outdoor Ice Rental Fee for Games.
- d. \$ 10.00 per ice hour used (Locker Room Cleaning Fee)

(Note: do not include hourly ice charge in the Ice Center rental fee for games. Include the charge for game ice time along with other ice time hourly rate charges)

- d. 35.00 % PROVIDER Share of the proceeds of the Net Gate Receipts.

3. PRIME HOURS: Prime and Non-Prime Hours are described in the attached ice use schedule.

4. SERVICES: PROVIDER agrees to provide a useable ice surface, secure and clean locker facilities, parking facilities and, on the day of games, Ice Center seating for spectators. In addition, on game dates, PROVIDER shall provide appropriate management, ticket seller(s), time/score keeper(s), penalty box attendant(s), Zamboni driver(s) and security personnel as needed and any cleanup/maintenance staff required by PROVIDER. Appropriate staffing will be determined by agreement between the PROVIDER and the high school activity director.

5. LOCKER ROOM CONDITION: User shall be entitled to exclusive use of certain locker rooms as determined by Provider during the term of this agreement. In exchange for exclusive use of the assigned locker rooms USER agrees to keep the locker rooms in a clean, safe and sanitary condition, free of debris, unsightly conditions and unreasonable odor. PROVIDER shall clean the locker rooms and bathrooms on a regular schedule as determined by PROVIDER. PROVIDER will furnish bathroom tissue and paper towels.

6. PROVIDER shall have the right to use the locker rooms for outside of the high school hockey season, said events will be coordinated with the USER. PROVIDER and USER will conduct a locker room inspection before and after each high school hockey season to evaluate locker room physical conditions.

7. COON RAPIDS ICE CENTER ACCESS: Keys and/or electronic access cards to the Ice Center and/or locker rooms are the exclusive property of the City of Coon Rapids and will be issued as deemed necessary by Ice center management to USER's approved coaches. Keys and/or access cards must be signed for at the beginning of each High School season and returned no later than two weeks after the last day of the season. Keys and/or electronic access cards may not be duplicated by USER or any of USER's coaches or personnel. Duplication of keys and/or electronic access cards or other security breaches may be considered a breach of this agreement and, in addition to other remedies, may result in restriction or loss of after hours access privileges. If PROVIDER determines that a breach of security has resulted due to a violation of this paragraph PROVIDER may change the locks or change electronic access codes to the Ice Center at USER's expense.

8. ANCILLARY USE OF FACILITIES: PROVIDER will allow USER and the USER's hockey booster clubs (Boys and Girls) reasonable access to and use of the Ice Center training and meeting rooms for activities ancillary to the USER's ice hockey activities without charge. Ancillary uses are defined as parent meetings, team meetings when a coach is present, booster club meetings, and booster club-sponsored team meals. PROVIDER will also allow USER access to and use of Multi-use Training Rooms 1 and 2 and the shooting station without charge as an ancillary use. USER and USER's booster clubs shall have exclusive access to and use of the Graber Skybox without charge for four home hockey games to accommodate parents' and seniors' night activities as an ancillary use. USER and USER's booster club shall have use appropriate space, as determined by the PROVIDER, without expense to conduct two "youth nights" per season. USER and USER's booster clubs will be allowed to bring food and beverages into the skybox during parents' and seniors' nights but agree not to do so in a manner that competes with PROVIDER's concession stand. Ancillary use of the facilities must be scheduled with PROVIDER in advance. PROVIDER has discretion to assign use of rooms or to modify room assignments to accommodate other priority or paid users. USER agrees to keep the facilities in a clean and orderly condition and in at least as good a condition as existed prior to USER's ancillary use. USER agrees to pay for the actual costs of cleanup as determined by PROVIDER if the PROVIDER determines the ancillary requires additional cleaning services.

9. PAYMENTS AND REMISSION OF GATE RECEIPTS: PROVIDER shall bill USER by submitting an itemized list of hourly practice and game ice usage to the high school which utilized the ice time. In addition, PROVIDER shall submit a full and complete accounting of the total gate receipts received by PROVIDER and pay to the school district an amount equal to the total gate receipts minus the Ice Center rental fee and minus their percentage share of net gate receipts set forth in Section 2.d above or, if the gate receipts are less than the Ice Center rental fee, bill USER the amount necessary to cover the Ice Center rental fee. Documentation of

the gate receipts will be provided on the attached Gate Receipt Worksheet and will be calculated to include the value of the punch tickets presented at the gate.

Upon proper billing and documentation, USER will promptly pay PROVIDER, any required deposits and an amount equal to the number of hours of practice and game ice usage at the rate agreed to. The billing will include Gate Receipt Worksheets for any game(s) conducted during the billing period. If the School's share on the Gate Receipt Worksheet(s) is a positive amount, the PROVIDER shall remit that amount as a payment to the school. If the School's share on the Gate Receipt Worksheet is a negative amount, the PROVIDER shall submit that amount as a bill.

10. CANCELLATIONS: PROVIDER may cancel this agreement for any material default by the USER in the terms of this agreement. PROVIDER may also reschedule the dates or times of the scheduled ice usage upon five days written notice to the USER. PROVIDER shall not be held responsible for the cancellation of ice time for reasons beyond the reasonable control of PROVIDER, its agents or employees, such as but not limited to equipment failure, loss of power, severe weather or acts beyond PROVIDER'S control. In the event of such an occurrence, PROVIDER will attempt to reschedule USER'S ice times or USER may cancel and promptly receive a return of any fees paid.

11. ASSIGNMENT: If scheduled ice-time cannot be used by the USER, they shall promptly notify the PROVIDER in writing and the PROVIDER will attempt to reassign that time to another group. If the time cannot be assigned to another group, the USER will pay the charged fees for their scheduled time.

12. RULES AND REGULATIONS: USER agrees to use the facilities according to the Rules and Regulations of PROVIDER which will be adopted and posted from time to time within the facility

13. SIGNAGE: USER recognizes that it does not have rights to post any signs without the express written consent of PROVIDER and any signs so consented shall conform to and be consistent with the sign usage policy of PROVIDER.

14. LIABILITY: USER acknowledges that PROVIDER has not asserted or accepted any responsibilities for supervision, security or control of USER'S property or activities. USER shall be solely responsible to provide security for its equipment kept on the premises and shall be solely responsible to provide supervision of its students, staff and spectators, on and off the ice. PROVIDER shall be solely responsible for the actions of its employees, agents and invitees as provided in Article 4.

USER assumes all risks of personal injury arising from its usage of the Ice Center or any part connected or contiguous thereto which result from an act or failure to act on the part of the USER or others over whom it has supervisory responsibility. USER assumes responsibility for damages to the property of PROVIDER arising out of the negligence of USER under its performance of this agreement. PROVIDER will notify the USER of any damages and allow the USER a reasonable opportunity to review the damage before repairs are made. PROVIDER is

responsible for the repair or replacement of PROVIDER'S property and will invoice the USER for the damages. USER'S obligation shall be to reimburse to PROVIDER the cost of labor and replacement of like-kind and quality equipment.

PROVIDER agrees to indemnify and hold harmless USER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of PROVIDER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of PROVIDER, excluding claims arising from USER'S performance under this agreement. This paragraph shall not act as a waiver of any tort liability caps or legal immunities that may exist to protect the PROVIDER.

USER agrees to indemnify and hold harmless PROVIDER from and against all claims, costs, expenses (including attorney fees) and liabilities of whatever nature arising from (i) any negligent or wrongful act or omission of USER, its licensees, agents, or employees; or (ii) arising from any accident, injury, including death, or damage to any person or property occurring on the premises and caused by the negligence or other wrongful conduct of USER, excluding claims arising from PROVIDER'S performance under this agreement.

INSURANCE: Both USER and PROVIDER shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the Ice Center. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$1,000,000 per occurrence. If the insurance policy is written on a "claims-made basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage.

In addition, both parties shall name the other party as an additional insured with respect to its own operations on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

THIS CONTRACT AND ANY ATTACHED SCHEDULES OR SIGNED ADDENDUMS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PROVIDER AND USER. THE UNDERSIGNED USER AGREES TO PURCHASE ALL HOURS OUTLINED IN THE ATTACHMENT. NO PROVISION OF THIS AGREEMENT MAY BE CHANGED, WAIVED OR TERMINATED UNLESS DONE IN WRITING AND EXECUTED BY BOTH PROVIDER AND USER.

Dated: _____

USER:

ANOKA-HENNEPIN SCHOOL
DISTRICT NO. 11

By: _____

Its: _____

[Signatures continue on following page]

Dated: _____

PROVIDER:

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matt Fulton, City Manager

Approved as to form:

By: _____
Stoney Hiljus, City Attorney



City Council Regular

12. c.

Meeting Date: 12/06/2011

Subject: 2011/2012 Coon Rapids Ice Center Use Policy

Submitted For: Craig Scott, Ice Arena Manager

From: Cher Ridout, Admin Secretary II

INTRODUCTION

At the November 15, 2011 Council meeting, City Council adopted a resolution establishing rental fees for ice rental for the new Coon Rapids Ice Center. Additional action is needed to consider a policy for the use of the new facility.

DISCUSSION

The Coon Rapids Ice Center Manager, Craig Scott, has prepared a proposed policy for use of the Ice Center facilities. In addition, he has established room rental rates for the various rooms in the new Ice Center. The new policy is modeled after the current policy in place for the City Center facilities. The policy contains the following components:

- Classification and priority of users
- Description of various areas for rental
- Hours of use
- General rules for facility use
- Supervision
- Liability
- Smoking policy
- Application for use
- Permit for use
- Alcohol
- Fee structure

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the City's long term strategic vision by supporting diverse opportunities for all citizens to participate in beneficial recreational programs.

This item also relates to the Excellence in Government section of the City's long term strategic vision by following a formal strategic direction established and continually monitored by the City Council that is implemented and managed with excellence, operational efficiency, and with a long term view of organizational and environmental sustainability and this action reflects that.

RECOMMENDATION

I recommend the City Council approve the policy for use of the Coon Rapids Ice Center facilities.

Fiscal Impact

BUDGET IMPACT:

The rates proposed for room rental for facilities at the Coon Rapids Ice Center will help offset increased operational and maintenance costs for the new facility for 2011/2012.

Attachments

CRIC Use Policy 11-29-11

Form Review

Inbox	Reviewed By	Date
Craig Scott	Cathy Sorensen	11/30/2011 02:23 PM
Steve Gatlin	Cathy Sorensen	11/30/2011 02:28 PM
Maribeth Parks	MariBeth Parks	11/30/2011 02:38 PM
Matt Fulton	Matt Fulton	11/30/2011 03:26 PM
Craig Scott	Cathy Sorensen	12/01/2011 04:13 PM
Cher Ridout (Originator)	Cathy Sorensen	12/01/2011 04:28 PM
Form Started By: Cher Ridout		Started On: 11/30/2011 09:10 AM
Final Approval Date: 12/01/2011		



City of Coon Rapids Policy for Use of Coon Rapids Ice Center

11000 Crooked Lake Blvd, Coon Rapids, MN 55433
Ice Center Manager: (763) 951-7221
www.coonrapidsmn.gov

The Coon Rapids Ice Center features a year-round indoor ice arena, a refrigerated seasonal outdoor rink and seven supporting spaces which may be scheduled for use by community residents, civic groups, non-profit organizations and non-residents. The Coon Rapids Ice Center is operated by the City of Coon Rapids (City).

CLASSIFICATION AND PRIORITY OF USERS

- Priority 1. Events sponsored by the City.
- Priority 2. Events conducted by a Coon Rapids civic, athletic, or public organization.
- Priority 3. Events conducted by a Coon Rapids resident or Coon Rapids business.
- Priority 4. Events conducted by a Non-Coon Rapids resident or business.

The Ice Center Manager may, within the Manager's discretion, schedule use of the Coon Rapids Ice Center by a lower priority user based on reasonable business-related factors.

AVAILABLE RENTAL SPACES

1. Party Rooms A & B (each is 23' x 12' with a capacity of 16) are directly adjacent to the main ice entrance. The rooms may be combined (23' x 24' with a capacity of 32). A sound resistant movable partition is used to divide the rooms. Each room has a compact refrigerator, sink and counter space. Rubber flooring allows for skates to be used in these rooms.
2. Graber Skybox (27' x 24' with a capacity of 42) is on the second floor and features a view over the indoor ice. The carpeted room has a drop down projection screen, two compact refrigerators, sink and generous counter space.
3. Cook Conference Rooms A & B (each is 20' x 25' with a capacity of 33) are on the second floor and feature a view over the outdoor ice. The carpeted rooms may be combined (40' x 25' with a capacity of 66). A sound resistant movable partition is used to divide the rooms. Both rooms have a drop down projection screen and floor mounted data and power outlets.
4. Multi-use Training Room 1 (26' x 38' with a capacity of 64) is on the second floor and features a view over the outdoor ice. The rubber floored room has a ballet bars and a full wall of mirrors. No skates, hockey sticks, pucks or stick handling balls.
5. Multi-use Training Room 2 (26' x 24' with a capacity of 42) is on the second floor and features a view over the outdoor ice. The rubber floored room is unfurnished. Hockey sticks and stick handling balls allowed.

NOTE: Hockey pucks are not allowed at any time in any of the rooms above. The use of skates is allowed only in Party Room A & Party Room B.

HOURS OF USE

1. Coon Rapids Ice Center hours are determined by the Manager based on ice rentals.
2. The Coon Rapids Ice Center is closed on City holidays unless the Manager has previously scheduled an event during the holiday.
3. User access is limited to the period of time the user has reserved.

GENERAL RULES

All users of the Coon Rapids Ice Center and surrounding grounds agree to follow these rules:

1. Supervise the conduct of the members of the user's group. Conduct that is illegal, disrespectful, inappropriate, obscene or otherwise violates these rules is prohibited.
2. Grills or ovens that burn charcoal, wood or gas are not allowed inside the building. Grills or ovens are allowed on the grounds only with prior written approval of the Manager. Grills or ovens, if approved, must be kept outside and a minimum of 10 feet from the exterior of the building or any structure and only in locations approved by the Manager.
3. Use only the spaces approved for use in the rental agreement.
4. Rooms must be left in the same arrangement and in the same or better condition as upon arrival. Unless specific arrangements have been made room setup will be the responsibility of the permit holder. All spaces used must be left in a clean, sanitary, and orderly fashion. Items that have been moved during use must be replaced.
5. All guests must promptly exit the building at the end of the rental period, except those helping with cleanup. Cleanup must be done promptly and may not last more than one hour.
6. Items may not be taped, tacked or put on any walls or ceilings in the Coon Rapids Ice Center. Decorations and any other items used during the event must be removed by the end of cleanup. The City is not responsible for any items left behind. Installation of decorations may not inconvenience any other group and must be done within the period of time reserved.
7. Stages and outside tents are allowed only with the written pre-approval of the Manager.
8. Candles are not allowed in the building. Birthday cake candles may be allowed by the Manager when facilities are reserved for a birthday party.
9. City ordinances, Minnesota State Statutes, Federal laws and the established rules for use which apply to authorized use of the Coon Rapids Ice Center will be followed.

10. Gambling is prohibited. Lawful gaming may only be conducted pursuant to State law and only if a lawful gaming permit has been issued by the City.
11. Noise levels shall not disturb other groups or the surrounding neighborhood.
12. Violation of any of these rules may result in termination of the event at the discretion of the Manager. Violation will result in forfeiture of all deposit money and the permit holder will be responsible for any damage to the facility and/or Coon Rapids Ice Center staff time spent to resolve the issue. Violation may also result in the loss of opportunity to use the facility in the future.

SUPERVISION

Any group, individual, or organization using the Coon Rapids Ice Center must provide competent adult supervision the entire time participants are in the building or on the surrounding grounds.

LIABILITY

Any group, individual or organization using the Coon Rapids Ice Center agrees to indemnify and defend the City, its agents, and employees from any and all damages to facilities, equipment or other property owned by the City, its agents or employees, and further assumes all liability for any personal injuries, including death, caused by participants in the scheduled event. The permit holder will be responsible for all damages, including those in excess of the deposit, and must reimburse the City for the cost of reasonable attorneys' fees spent to prosecute or defend a legal claim arising out of the use of the Coon Rapids Ice Center.

SMOKING

The Coon Rapids Ice Center is a smoke-free property, including the building and grounds.

ALCOHOL

The Coon Rapids Ice Center is an alcohol-free property, including the building and grounds.

APPLICATION AND PERMIT FOR USE

1. Any individual, group or organization wishing to use the Coon Rapids Ice Center must complete the "Application and Permit for Use of City of Coon Rapids Facilities".
2. All applications will be reviewed by the Coon Rapids Ice Center. The applicant will receive, in writing, the approval or disapproval of the application.
3. Residents of the City may make reservations up to eighteen months in advance. Non-residents of Coon Rapids may make reservations up to twelve months in advance.
4. Residents may not reserve the facilities for a non-resident.
5. The Manager will assign conference rooms based on availability and size of the group.

6. The Manager may limit the number of dates an individual or group may reserve to ensure that one group does not dominate use of a particular space.
7. If rental payment or damage deposits are required for rooms, they must be made at the time of the reservation. The reservation is not considered confirmed until payment is received.
8. The Application and Permit for Use will be processed and a signed copy returned to the applicant. If the reservation is approved the signed copy will act as the permit. The reservation is confirmed upon the applicant's receipt of the permit.
9. A permit will be denied if the Coon Rapids Ice Center has been previously reserved or if the requested use is for an activity contrary to City ordinance, policy or rules. The City reserves the right to deny or cancel a permit if any City policies or rules are violated.
10. A permit may not be assigned, transferred or sub-let to anyone.
11. A permit may be canceled by the City up to the time of use when a state of emergency is declared or unsafe environmental conditions or utility services are interrupted. In these circumstances, the City assumes NO responsibility for any disruption cancellation may cause. The City will attempt to notify the applicant immediately if cancellation is necessary.

CANCELLATION POLICY

Rental fees, damage deposits and other charges will be refunded if the City cancels the reservation for any reason other than rule violations. A full refund will be made when the permit holder requests the cancellation more than forty-five (45) days before the event AND if an alternate user is found. No refund will be made if a permit holder cancels within forty-five (45) days prior to the event.

FEES

	Up to Two Hours	Each Add'l Hour
Party Room A or B:		
• Coon Rapids Civic, Athletic & Public	10	5
• Coon Rapids Resident/Business	25	10
• Non-resident	30	15
Party Room A & B combined		
• Coon Rapids Civic, Athletic & Public	15	5
• Coon Rapids Resident/Business	40	15
• Non-resident	50	20
Cook Conference Room A or B:		
• Coon Rapids Civic, Athletic & Public	15	5
• Coon Rapids Resident/Business	30	10
• Non-resident	40	15
Cook Conference Rooms A & B combined:		
• Coon Rapids Civic, Athletic & Public	20	10
• Coon Rapids Resident/Business	60	20

• Non-resident	70	25
Graber Skybox		
• Coon Rapids Civic, Athletic & Public	15	5
• Coon Rapids Resident/Business	50	20
• Non-resident	60	25
Multi –use Training Room 1		
• Coon Rapids Civic, Athletic & Public	15	5
• Coon Rapids Resident/Business	30	10
• Non-resident	40	15
Multi-use Training Room 2		
• Coon Rapids Civic, Athletic & Public	10	5
• Coon Rapids Resident/Business	20	10
• Non-resident	25	15

The rental of rooms may be restricted by the Manager based on availability.

DAMAGE DEPOSIT: Damage deposits are due at the time of reservation.

- \$100 for Cook Conference Rooms or Graber Skybox
- \$50.00 for Multi-use Training Rooms
- \$50.00 for Party Rooms



City Council Regular

13. a.

Meeting Date: 12/06/2011

Subject: Order Preparation of Feasibility Report for Street Reconstruction - Project 12-6, 9th Avenue - 115th Avenue to Oakwood Drive

Submitted For: Doug Vierzba, City Engineer

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The City of Anoka is planning to reconstruct streets in the area adjacent to Coon Rapids border, south of Coon Rapids Boulevard. Ninth Avenue is the border street in that area that provides access to Coon Rapids residents. Coon Rapids will share in the costs of street reconstruction and proposes to assess the benefiting properties within Coon Rapids. A feasibility report is required as part of the assessment process. Council is requested to order preparation of a feasibility report at this time.

DISCUSSION

The City of Anoka has notified City staff that they have plans to reconstruct 9th Avenue, a City border street, in 2012. The street and right-of-way is within the City of Anoka but the street provides access for several Coon Rapids homes that front onto the street. Therefore, it is proposed that Coon Rapids share in the cost of the project and a joint powers agreement will be considered by both City Councils in the near future. The City proposes to assess the properties that benefit from this project at the same rate as any other street reconstruction project within the City. A feasibility report is required before a public hearing can be held.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the City's long term strategic vision in the following way:

The City has an efficient and well maintained system of roads and trails. This project will improve the street surfacing adjacent to several residents within the City.

RECOMMENDATION

It is recommended that Council adopt Resolution No. 12-6(3) ordering preparation of a feasibility report.

Attachments

Resolution No. 12-6(3)

12-6 Street Reconstruction Map

Form Review

Inbox	Reviewed By	Date
Tom Schibilla	Cindy Hintze	11/30/2011 11:46 AM
Steve Gatlin	Cathy Sorensen	11/30/2011 03:06 PM
Matt Fulton	Matt Fulton	11/30/2011 03:27 PM
Form Started By: Cher Ridout		Started On: 11/30/2011 09:25 AM
Final Approval Date: 11/30/2011		



RESOLUTION NO. 12-6(3)

**(3) RESOLUTION ORDERING PREPARATION OF
FEASIBILITY REPORT ON IMPROVEMENT
(NO PETITION OR INADEQUATE PETITION)**

WHEREAS, it is proposed to improve 9th Avenue from 115th Avenue to Oakwood Drive within the City of Anoka and to assess the benefitted property within the City of Coon Rapids for a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

NOW THEREFORE BE IT RESOLVED BY THE CITY OF COON RAPIDS, MINNESOTA:

That the proposed improvement be referred to the City Engineering Division and the City Engineering Division is hereby instructed to prepare and submit to the Council a feasibility report indicating in a preliminary manner whether the proposed improvement is necessary, cost effective, and feasible, whether it should best be constructed as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk





City Council Regular

13. b.

Meeting Date: 12/06/2011

Subject: Consideration of Proposal from SEH, Inc. for Engineering Services for Sanitary Sewer Lift Station No. 1 Replacement - Project 12-7

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

As part of the five year sanitary sewer capital improvement program, we have selected Lift Station No. 1 for replacement in 2012. Lift Station No. 1 is located at 923 88th Avenue. SEH, Inc. has provided engineering services for us as part of our sanitary sewer comprehensive plan and capital improvement program. They have submitted a proposal for engineering services for this project. Consideration of the proposal is requested at this time.

DISCUSSION

As part of our ongoing capital improvement program, Lift Station No. 1 is planned for replacement in 2012. Lift Station No. 1 services the extreme southwest portion of the City west of East River Road. The proposal from SEH, Inc. is to provide engineering services to prepare a preliminary design report, plans and specifications, assist the City in bidding, and provide inspection services during the construction.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in the spring with construction beginning in early summer. Completion is planned by the fall of 2012.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the City's long term strategic vision by providing an efficient and well maintained sanitary sewer system.

RECOMMENDATION

I recommend the Council accept the proposal for engineering services for reconstruction of Sanitary Sewer Lift Station No. 1 from SEH, Inc. and authorize execution of the agreement for engineering services in accordance with the proposal dated November 10, 2011.

Fiscal Impact

BUDGET IMPACT:

The proposal contains a lump sum fee and payment for engineering services in the amount of \$68,305. The total estimated construction cost for the project is \$600,000. The project is funded from the City's Sanitary Sewer Utility and adequate funding is provided in the 2012 Budget.

Attachments

12-7 SEH Contract

Form Review

Inbox

Tom Schibilla

Steve Gatlin

Matt Fulton

Form Started By: Cher Ridout

Final Approval Date: 11/30/2011

Reviewed By

Cindy Hintze

Cathy Sorensen

Matt Fulton

Date

11/30/2011 11:46 AM

11/30/2011 03:06 PM

11/30/2011 03:28 PM

Started On: 11/30/2011 09:54 AM



November 10, 2011

RE: City of Coon Rapids
Sanitary Lift Station No. 1
City Project No. 12-7
SEH No. P-COONR 118647

Mr. Steven D. Gatlin, PE
Director of Public Works/City Engineer
City of Coon Rapids
1831 111th Avenue NW
Coon Rapids, MN 55433

Dear Mr. Gatlin:

This letter supplements the Agreement for Professional Services between the City of Coon Rapids, Owner, and SEH dated May 5, 1995 and addresses providing services in connection with Design, Bidding and Construction Services for Sanitary Lift Station No.1 (hereinafter called the "Project"). The scope of said services contained in the May 5, 1995 agreement is expanded upon in the attached Exhibit A.

Our services will consist of conducting investigations, preparing a report containing the findings of the investigations along with our recommendations for the Project, preparing a preliminary design based on the approved report, preparing final design documents based on the approved preliminary design, providing assistance with receiving bids for the work and recommending award of a construction contract to the successful bidder, providing engineering services during construction, and preparing record drawings of the construction, all as set forth in this letter, the attached Exhibits and the Agreement for Professional Services between SEH and the City of Coon Rapids dated May 5, 1995.

You will pay us a lump sum fee of **\$68,305.00**, for our services, in accordance with Exhibit C-2.

Payment for Additional Services, if requested, shall be based on the time required to perform the services and the current billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment, as may be in effect at the time the Additional Services are performed.

Upon receipt of your authorization we will start our services immediately. We estimate our services will be completed within 12 months. If there are delays in the Project that are beyond our control, you agree to grant additional time to complete the services.

SEH Inc. estimated a budgetary project cost of **\$600,000.00** for the design and construction of the lift station, sanitary collection system connection, replacement of sanitary sewer service lateral connections and force main tie-in. We will endeavor to work within those limitations. We will submit periodic estimates of cost to give you our opinion of the probable cost of the Project. Where appropriate, if the estimated cost exceeds the budget, we can suggest revisions in the extent or quality of the Project to bring the construction cost within the budget. SEH does not guarantee that opinions of probable construction cost will not differ from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

This letter and the Agreement for Professional Services dated May 5, 1995 along with Exhibits A, B, and C-2 represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign this letter, in the space provided below and return it to us.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Donald R. Lutch, PE
Project Manager

Accepted by:
City of Coon Rapids

By: _____
Authorized Client Signature

Date: _____

Exhibit A
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated November, 2011

SEH's Services

The scope of the Professional Services described in the "Agreement" dated May 5, 1995 are modified in this Exhibit A

A. Preliminary Engineering Report Phase

1. Design Memorandum of Understanding

Following Project Initiation discussions, SEH will prepare a Design Report which includes the following:

- (a) A Memorandum of Understanding of project related issues.
- (b) Attend a Design Development meeting where final design decisions are made.

B. Preliminary and Final Design Phase

Based upon decisions jointly reached with the City, SEH will prepare final design criteria, preliminary and final drawings and preliminary and final specifications. Subtasks are identified below:

1. Preliminary Design Phase

- (a) On the basis of the approved Memorandum of Understanding prepare Preliminary Design documents which consist of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
- (b) Advise Owner if additional reports, data, information or services are necessary and assist Owner in obtaining such reports, data, information or services.

2. Prepare the construction drawings necessary for replacement of the lift station and the replacement of sanitary sewer from the collection system immediately adjacent the lift station. Drawings will include structural, civil, mechanical and electrical plans.

3. Preparation of descriptions for permanent and/or temporary easements.

4. Prepare a Project Manual using either Engineering Joint Contract Document Committee (EJCDC) forms or forms furnished by the City. Specifications will be prepared in a CSI format unless directed otherwise by the City.

5. Submit to the Minnesota Pollution Control Agency (MPCA) a permit application along with construction plans and specifications as required.

6. Prepare an Engineer's Opinion of Probable Construction Cost based on the completed contract documents.

C. Bidding and Construction Services

SEH will provide engineering services associated with bidding, award and construction of the project.

1. Tasks included in the Bidding Services Phase include the following:

- (a) Prepare an "Advertisement for Bid" for the City to advertise the project in newspapers of record.
- (b) Respond to Bidders requests for interpretations or additional information. Issue addenda if necessary to clarify contract documents.
- (c) Attend Bid Opening, review bids, prepare a bid tabulation, and prepare "Recommendation to Award" for presentation to the City Council.

2. Following contract award by the City, provide the following Construction Services:

- (a) Assist with the preconstruction conference and project progress meetings.
- (b) Provide periodic construction observation (approximately 120 hours over the construction period) to observe the progress and quality of the executed work as necessary. Be available to address adjacent property owner concerns. Provide written documentation of site visits to the City. Full-time, Resident Project Representative Services (RPR) by SEH is not included.
- (c) Review shop drawings and other submittals for conformance with the contract documents.
- (d) Review contractors Application for Payment and certify amounts recommended for payment to the Contractor.
- (e) Evaluate change order proposals and make recommendations to the City.

- (f) Perform a substantial completion inspection. Prepare punch lists. Recommend acceptance by the City. Perform final inspection.
- (g) Provide approximately 8 hours of assistance in start-up, and operational instruction.
- (h) Prepare record drawings of the construction.

D. Additional Services

1. If authorized by the Owner, SEH shall furnish additional services, which include, but are not limited, to the following:

- (a) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
- (b) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
- (c) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, location, complexity of character or type of construction.
- (d) Preparing Change Orders or providing other services in connection with changed project conditions which are inconsistent with the original design intent. This includes, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
- (e) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
- (f) Providing assistance in addition to that described in paragraph C.2.g in the start-up, testing, adjusting and balancing, preparation of operating and maintenance manuals, personnel training and consultation during operation of equipment or systems.
- (g) Providing services after issuance to the Owner of the final Certificate for Payment.
- (h) Providing services of professional consultants for other than the normal services stated in the Agreement.
- (i) Serving as an expert witness for the Owner in any litigation or other proceedings.
- (j) Assistance in connection with Bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
- (k) Providing construction surveys and staking to enable the construction contractor to perform its work and any type of property surveys or related engineering services

needed for the transfer of interests in real property and providing other special field surveys.

- (l) Providing Resident Project Representation beyond the part-time RPR hours defined in paragraph C.2.b.
- (m) Additional services not otherwise provided for in this Agreement.

2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the services listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.

- (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
- (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Exhibit B
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated October, 2010

Owner's Responsibilities

A. General

In addition to the responsibilities listed in Section II of the May 5, 1995 agreement, Owner shall:

1. Require all Private Utilities with facilities in the Owner's Right of Way to:
 - (a) Locate and mark said utilities upon request.
 - (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work.
 - (c) Submit a schedule of the necessary relocation/protection activities to the Owner for review.
2. Advertise for bids in the local paper of record and pay all advertising costs.

B. Assumption of Risks

The Owner and SEH agree that the risks of the Project and the costs related to those risks remain with the Owner or with others and that SEH does not assume any risks that are not specifically called out in the Agreement.

Exhibit C-2
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated October, 2010

Payments to SEH for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Owner and SEH select the Lump Sum Basis for Payment for the services described in the Supplemental Letter Agreement. During the course of providing its services, SEH shall be paid monthly based on SEH's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of SEH's services and are included in the initial Lump Sum amount. Total payments to SEH for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Owner.

The Lump Sum amount includes compensation for SEH's services and the services of SEH's Consultants, if any. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Owner agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete SEH's services at their normal charge out rates as published by SEH or as available commercially.

The Lump Sum Fee does not include the cost of geotechnical exploration and testing. The Owner will retain the firm (based on SEH's recommendation) and will pay the cost of geotechnical exploration and testing directly to the firm hired for that purpose.

B. Other Provisions Concerning Payments

1. Invoices will be prepared in accordance with SEH's standard invoicing practices and will be

submitted monthly to Owner by SEH, unless otherwise agreed.

2. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due SEH for services and expenses within 30 days after receipt of SEH's invoice therefore, the amounts due SEH will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. SEH may, after giving seven days written notice to Owner, suspend services under this Agreement until SEH has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Further, SEH reserves the right to retain products of service until all invoices are paid in full. SEH will not be liable for any claims of loss, delay, or damage by Owner for reason of withholding services or products of service until all invoices are paid in full.
3. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Should such taxes, fees or costs be imposed, they shall be in addition to SEH's estimated total compensation.

C. Expenses

The following items involve expenditures made by SEH employees or professional consultants on behalf of the Owner and shall be paid for as described in this Agreement.

1. Local transportation and travel expenses are included in the lump sum.

2. Lodging and meal expenses connected with the Project are included in the lump sum.
3. Fees paid for, in the name of the Owner, for securing approval of authorities having jurisdiction over the Project shall be invoiced separately to the Owner.
4. Report, plans and specification reproduction expenses are included in the lump sum.
5. Unidentified special expenses required in connection with the Project shall be invoiced separately to the Owner.
6. If special consultants or technical services are required, the cost of these subconsultant services shall include actual expenditures plus 10% markup for the cost of administration and insurance.

The Owner shall pay SEH monthly for expenses.



Lift Station #1 -923-88th Ave - City of Coon Rapids

P-COONR118647

Assignee: Lutch

Task	PM	Project Engineer	Structural	Geotech	Electrical	Civil Tech/ RPR	Specs	Admin	Hours	Labor Fee	Direct Reimbursable Expenses				Task Exp's	Task Totals						
											PerKuhn	Wambold	TBD	Heinrich			Ostendorf	McJames	Travel		Repro	Subconsultant
																			Comp.			
T1 Project Start-up & Information Gathering - 20 hours																						
Kick-off meeting	2	4	-	-	-	-	-	-	6	\$ 730	\$ 60	\$ 80	\$ 40	\$ -	\$ -	\$ -	\$ 2,966					
Design Criteria Letter Report Document	2	-	-	-	-	-	-	-	2	\$ 360	\$ 6	\$ 54	\$ 20	\$ -	\$ -	\$ -	\$ 777					
Data & Document Collection	-	4	-	2	-	-	-	2	8	\$ 803	\$ 24	\$ -	\$ 20	\$ -	\$ -	\$ -	\$ 368					
Neighborhood Meeting	-	4	-	-	-	-	-	-	4	\$ 370	\$ 12	\$ 26	\$ -	\$ -	\$ -	\$ -	\$ 840					
T2 Preliminary Engineering and Design - 138 hours																						
Hydraulics	2	4	-	-	-	-	-	-	6	\$ 730	\$ 18	\$ 100	\$ 225	\$ 3,240	\$ -	\$ -	\$ 21,159					
Force main connection	-	4	-	-	-	-	-	-	4	\$ 370	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 748					
Geotechnical	-	-	-	8	-	-	-	-	8	\$ 1,155	\$ 24	\$ -	\$ 25	\$ -	\$ -	\$ -	\$ 382					
Civil/Structural	2	12	8	-	32	-	-	-	54	\$ 5,881	\$ 162	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 1,182					
Architectural	-	2	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 222					
Odor Control	2	2	-	-	-	-	-	-	4	\$ 545	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 557					
Electrical	-	-	-	8	-	32	-	-	40	\$ 4,624	\$ 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120					
Mechanical	2	4	-	-	-	-	-	-	6	\$ 790	\$ 18	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18					
SCADA	-	-	-	-	4	-	-	-	4	\$ 834	\$ 12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18					
HVAC&Plumbing	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12					
Permitting	-	8	-	-	-	-	-	4	12	\$ 1,028	\$ 36	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					
Surveying	-	8	-	-	-	-	-	-	16	\$ 1,479	\$ 48	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 46					
T3 Final Documents- 188hours																						
Alignment	2	2	-	-	-	-	-	-	4	\$ 545	\$ 12	\$ 450	\$ 350	\$ -	\$ -	\$ -	\$ 3,298					
Design	4	24	4	-	16	32	-	-	80	\$ 9,957	\$ 240	\$ 100	\$ -	\$ -	\$ -	\$ 62						
Plan Development	-	32	4	-	-	20	-	-	56	\$ 5,533	\$ 168	\$ 250	\$ 100	\$ -	\$ -	\$ 290						
Specs/ Contract Documents	4	24	-	-	8	-	-	12	48	\$ 5,471	\$ 144	\$ -	\$ 250	\$ -	\$ -	\$ 303						
T4 Bidding Assistance - 16hours																						
Pre-Bid Conf, Minutes, Agenda	4	8	-	-	-	-	-	4	16	\$ 1,748	\$ 48	\$ 54	\$ 100	\$ -	\$ -	\$ -	\$ 169					
T5 Construction Phase Services - 182hours																						
RPR - Underground	-	-	-	-	-	-	120	-	120	\$ 11,090	\$ 360	\$ 830	\$ 100	\$ -	\$ -	\$ -	\$ 600					
Weekly Inspection	12	-	-	-	-	-	-	-	12	\$ 2,160	\$ 36	\$ 480	\$ -	\$ -	\$ -	\$ 211						
Shop Drawings & Change Order Review	-	16	-	4	8	-	-	-	28	\$ 3,723	\$ 84	\$ -	\$ -	\$ -	\$ -	\$ 84						
Review of Progress Payments	2	12	-	-	-	-	-	-	14	\$ 1,469	\$ 42	\$ -	\$ -	\$ -	\$ -	\$ 42						
Contractor M&O Manual review	-	4	-	-	4	-	-	-	8	\$ 1,203	\$ 24	\$ -	\$ 100	\$ -	\$ -	\$ 34						
Hours:	40	176	16	14	48	124	120	22	560	\$ 62,537	\$ 1,632	\$ 1,514	\$ 815	\$ 3,240	\$ -	\$ 5,769	\$ 69,308					



City Council Regular

13. c.

Meeting Date: 12/06/2011

Subject: Consideration of Proposal from SEH, Inc. for Engineering Services for the 2012 Sanitary Sewer Relining Program - Project 12-8

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

As part of the five year capital improvement program, we have selected several neighborhoods to continue the sanitary sewer relining program. Relining for 2012 will be done in several areas. SEH has provided engineering services for us as part of our sanitary sewer comprehensive plan and capital improvement program. They have submitted a proposal for engineering services for the relining project. Consideration of the proposal is appropriate at this time.

DISCUSSION

We are continuing our relining program for our sanitary sewer system that began in 2008. The relining will be done in areas where the clay pipe sanitary sewer exhibits significant maintenance problems. The proposal from SEH, Inc. is to provide engineering services to prepare a preliminary design report, plans and specifications, assist the City in bidding, and provide inspection services during construction for the relining project.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in early summer with construction beginning in late summer. Completion is planned by fall of 2012.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the City's long term strategic vision by preserving an efficient and well maintained sanitary sewer system.

RECOMMENDATION

I recommend the Council accept the proposal for engineering services for sanitary sewer relining and authorize execution of the agreement for engineering services in accordance with the proposal dated November 10, 2011.

Fiscal Impact

BUDGET IMPACT:

The proposal contains a lump sum fee and payment for engineering services in the amount of \$64,400 which is approximately 6.8% of the total estimated construction cost of \$950,000. The project is funded from the City's Sanitary Sewer Utility and adequate funding is provided in the 2012 Budget.

Attachments

12-8 SEH Contract

Form Review

Inbox

Tom Schibilla

Steve Gatlin

Matt Fulton

Form Started By: Cher Ridout

Final Approval Date: 11/30/2011

Reviewed By

Cindy Hintze

Cathy Sorensen

Matt Fulton

Date

11/30/2011 11:46 AM

11/30/2011 03:06 PM

11/30/2011 03:28 PM

Started On: 11/30/2011 10:04 AM



November 10, 2011

RE: City of Coon Rapids
2012 Sanitary Sewer Lining
City Project No. 12-8
SEH No. P- COONR 117888

Mr. Steven D. Gatlin, PE
Public Services Director
City of Coon Rapids of Coon Rapids
1831 111th Avenue NW
Coon Rapids, MN 55433

Dear Mr. Gatlin:

This letter supplements the Agreement for Professional Services between City of Coon Rapids, Owner, and Short Elliott Hendrickson Inc. (SEH[®]) dated May 5, 1995 and addresses providing services in connection with design, bidding and construction services (hereinafter called the "Project"). The scope of said services is detailed in the attached Exhibit A.

Our services will consist of conducting preliminary investigations, preparing a report containing the findings of the investigations along with our recommendations for the Project, preparing a preliminary design based on the approved report, preparing final design documents based on the approved preliminary design, providing assistance with receiving bids for the work and negotiating a construction contract with the successful bidder, providing construction services during construction, all as set forth in this letter and the Agreement for Professional Services between SEH and City of Coon Rapids dated May 5, 1995.

In addition our services will include review available PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2012-2015) and provide the City with spot repair locations to be incorporated within street reconstruction projects.

We will also furnish such Additional Services as you may request or as required.

You will pay us a lump sum fee of **\$64,400** for our services, in accordance with Exhibit C-2.

Payment for additional services, if requested, shall be based on the time required to perform the services and the current billable rates for the principals and employees engaged directly on the project, plus charges for expenses and equipment, as may be in effect at the time the Additional Services are performed.

We will start our services promptly after receipt of your authorization. We estimate our services will be completed after four months. If there are delays in the Project that are beyond our control, you agree to grant additional time to complete the services.

SEH, Inc. estimated your budgetary project cost at **\$950,000** for construction of the Project and should be confirmed to us in writing at an early date. We will endeavor to work within those limitations. If you

request, we will submit periodic estimates of cost to give you our opinion of the probable cost of the Project. Where appropriate, if the estimated cost exceeds the budget, we will either request an adjustment in the budget or suggest a revision in the extent or quality of the Project to assist in bringing construction cost back within the budget. We do not guarantee that our opinions of probable construction cost will not differ materially from negotiated prices or bids. If you wish greater assurance as to probable construction cost or if you wish formal estimates, an independent cost estimator should be employed.

This letter and the Agreement for Professional Services dated May 5, 1995 along with Exhibits A, B, C-2, and D represent the entire understanding between you and us in respect of the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter, in the space provided below, and return it to us.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Donald R. Lutch, PE
Project Manager

DRL
document2

Accepted by: City of Coon Rapids

By: _____
Authorized Client Signature

Date: _____

Exhibit A
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated November, 2011

SEH's Services

The scope of the Professional Services described in the "Agreement" dated May 5, 1995 are modified in this Exhibit A

A. Preliminary Engineering Report Phase

1. Project Initiative

SEH will consult with Owners representatives regarding all issues that may affect the project. Issues include the following.

- (a) Confirm major concerns and constraints of the existing Schedule Area Sewers #3 and #2, as determined by the Prioritization Schedule created in September, 2011 and two pipe segments to be PCCP lined in the Foley BLVD and 95th lane area of the planned HWY610 improvements.
- (b) Obtain information from the Owner on existing sewer record drawings, previous CCTV video inspection reports and discs, geographic information systems data, service, and utility requirements.
- (c) Review available PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2011-2015). Provide Owner with spot repair locations to be completed during street reconstruction projects.

B. Preliminary and Final Design Phase

Based upon decisions jointly reached with the City, SEH will prepare final design criteria, preliminary and final drawings and preliminary and final specifications. Subtasks are identified below:

1. Preliminary Design Phase

- (a) On the basis of the approved report prepare Preliminary Design documents which consist of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
2. Prepare the construction drawings necessary for cleaning and lining of the existing sanitary sewers. Drawings will include civil plans and detail sheets.

3. Prepare a Project Manual using Engineering Joint Contract Document Committee (EJCDC) forms and forms furnished by the City. Specifications will be prepared in a CSI format unless directed otherwise by the City.
4. Prepare an Engineer's Opinion of Probable Construction Cost based on the completed contract documents.

C. Bidding and Construction Services

SEH will provide engineering services associated with bidding, award and construction of the project.

1. Tasks included in the Bidding Services Phase include the following:
 - (a) Prepare an "Advertisement for Bid" for the City to advertise the project in Construction Bulletin and newspapers of record.
 - (b) Respond to Bidders requests for interpretations or additional information. Issue addenda if necessary to clarify contract documents.
 - (c) Attend Bid Opening, review bids, prepare a bid tabulation, and prepare "Recommendation to Award" presentation to the City Council.
2. Following contract award by the City provide the following Construction Services:
 - (a) Assist with the preconstruction conference and project progress meetings.
 - (b) Provide periodic construction observation (approximately 100 hours over the construction period) to observe the progress and quality of the executed work as necessary. Be available to address adjacent property owner concerns. Provide written documentation of site visits to the City. Full-time, Resident Project Representative Services (RPR) by SEH is not included.
 - (c) Review shop drawings and other submittals for conformance with the contract documents.
 - (d) Review contractors Application for Payment and certify amounts recommended for payment to the Contractor.

- (e) Evaluate change order proposals and make recommendations to the City.
- (f) Perform a substantial completion inspection. Prepare punch lists. Recommend acceptance by the City. Perform final inspection.

D. Additional Services

1. If authorized by the Owner, SEH shall furnish additional services, which include, but are not limited, to the following:

- (a) Preparation of applications and supporting documents for government grants, loans or advances.
- (b) Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
- (c) Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
- (d) Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, location, complexity of character or type of construction.
- (e) Preparing Change Orders or providing other services in connection with changed project conditions which are inconsistent with the original design intent. This includes, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
- (f) Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
- (g) Providing services after issuance to the Owner of the final Certificate for Payment.
- (h) Providing services of professional consultants for other than the normal services stated in the Agreement.
- (i) Preparation of descriptions for permanent and/or temporary easements.
- (j) Serving as an expert witness for the Owner in any litigation or other proceedings.
- (k) Providing services for preparation of preliminary and final assessment rolls.
- (l) Assistance in connection with Bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
- (m) Providing construction surveys and staking to enable the construction contractor to perform its work and any type of property

surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.

- (n) Providing Resident Project Representation beyond the part-time RPR hours defined in paragraph C.2.b.
- (o) Additional services not otherwise provided for in this Agreement.

2. Required Additional Services: SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the services listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.

- (a) Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
- (b) Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- (c) Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- (d) Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- (e) Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
- (f) Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Exhibit B
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated November, 2011

Owner's Responsibilities

A. General

In addition to the responsibilities listed in Section II of the May 5, 1995 agreement, Owner shall:

1. Require all Private Utilities with facilities in the Owner's Right of Way to:
 - (a) Locate and mark said utilities upon request.
 - (b) Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work.
 - (c) Submit a schedule of the necessary relocation/protection activities to the Owner for review.
2. Advertise for bids in the local paper of record and pay all advertising costs.
3. Provide to consultant available PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2012-2015).

B. Assumption of Risks

The Owner and SEH agree that the risks of the Project and the costs related to those risks remain with the Owner or with others and that SEH does not assume any risks that are not specifically called out in the Agreement.

Exhibit C-2
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated November, 2011

Payments to SEH for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Owner and SEH select the Lump Sum Basis for Payment for the services described in the Supplemental Letter Agreement. During the course of providing its services, SEH shall be paid monthly based on SEH's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of SEH's services and are included in the initial Lump Sum amount. Total payments to SEH for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Owner.

The Lump Sum amount includes compensation for SEH's services and the services of SEH's Consultants, if any. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Owner agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete SEH's services at their normal charge out rates as published by SEH or as available commercially.

The Lump Sum Fee does not include the cost of geotechnical exploration and testing. The Owner will retain the firm (based on SEH's recommendation) and will pay the cost of geotechnical exploration and testing directly to the firm hired for that purpose.

B. Other Provisions Concerning Payments

1. Invoices will be prepared in accordance with SEH's standard invoicing practices and will be

submitted monthly to Owner by SEH, unless otherwise agreed.

2. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due SEH for services and expenses within 30 days after receipt of SEH's invoice therefore, the amounts due SEH will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. SEH may, after giving seven days written notice to Owner, suspend services under this Agreement until SEH has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Further, SEH reserves the right to retain products of service until all invoices are paid in full. SEH will not be liable for any claims of loss, delay, or damage by Owner for reason of withholding services or products of service until all invoices are paid in full.
3. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Should such taxes, fees or costs be imposed, they shall be in addition to SEH's estimated total compensation.

C. Expenses

The following items involve expenditures made by SEH employees or professional consultants on behalf of the Owner and shall be paid for as described in this Agreement.

1. Local transportation and travel expenses are included in the lump sum.

2. Lodging and meal expenses connected with the Project are included in the lump sum.
3. Fees paid for, in the name of the Owner, for securing approval of authorities having jurisdiction over the Project shall be invoiced separately to the Owner.
4. Report, plans and specification reproduction expenses are included in the lump sum.
5. Unidentified special expenses required in connection with the Project shall be invoiced separately to the Owner.
6. If special consultants or technical services are required, the cost of these subconsultant services shall include actual expenditures plus 10% markup for the cost of administration and insurance.
The Owner shall pay SEH monthly for expenses.



City Council Regular

13. d.

Meeting Date: 12/06/2011

Subject: Consideration of New Vehicle Storage Building - Project 11-28

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

At the Council work session on November 29, 2011, Kodet Architects presented two preliminary design alternates for the proposed vehicle storage building adjacent to the police station. Council reviewed the designs and wishes to proceed with the project.

DISCUSSION

At the November 29, 2011 work session, Kodet Architects presented design alternates for the new vehicle storage building to be located east of the present police station. Two alternate designs have been reviewed by a staff committee representing various departments who would use the facility. The two concept designs presented were as follows:

Option 1 - Building design based on the original building budget of \$1.5M

Option 2 - Building design based on required space needs to meet current department requirements

The two alternates were reviewed in detail by the architect and Council. The two alternates are shown on the attached aerial photos.

After a detailed discussion Council preferred Option 2. This design provides for a building of approximately 19,150 SF and parking for 54 vehicles. In addition, storage space is provided for police and fire needs. Also, a small wash bay and air compressor are included.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the City's long term strategic vision by increasing operational efficiency. This project will provide a heated garage facility to store our vehicle fleet and will reduce down time from having to warm up vehicles and remove snow in the winter.

RECOMMENDATION

I recommend the Council take the following action:

- a. Approve Option 2 of the preliminary design for the proposed vehicle storage building.
 - b. Authorize the architect to proceed to complete final design and construction drawings for the project.
 - c. Approve a project budget of \$2,100,000.
-

Fiscal Impact

BUDGET IMPACT:

Originally the project was to be funded using the City's Facilities Construction Fund. The Finance Department estimated that the Facilities Construction Fund will have a fund balance of approximately \$1.5M at the end of 2012. To proceed with a larger building which meets the required storage needs, additional funding is necessary.

The City's Finance Director, Sharon Legg, has reviewed available funding sources. She has determined that the City has approximately \$1.2M in bond funds that will be closed. These funds have no other designated purpose and would normally be transferred to the Facilities Construction Fund. If Council wishes to proceed with the larger project, the funding shortfall could come from these closed bond funds.

The following is a summary of the proposed budget for this project.

Construction Cost	\$1,723,680
Construction Contingency (5)	\$86,185
Site Improvements	\$150,000
Engineered Fill	\$57,000
Architect Fees	\$76,450
Testing	\$7,500
TOTAL	\$2,100,815

Staff recommends that a budget of \$2.1M be established for the project. This figure would include all anticipated construction costs, site work, contingencies, architect fees, and testing charges. Funding would be provided as follows:

Facilities Construction Fund - \$1,500,000
Closed Bond Funds - \$600,000

During discussion of the budget with the architect, Mayor Howe and Council asked for information regarding anticipated monthly energy costs for the facility. This information will be available at the December 6, 2011 Council meeting as part of the staff presentation.

Attachments

Vehicle Storage Building - Option 1

Vehicle Storage Building - Option 2

Form Review

Inbox	Reviewed By	Date
Steve Gatlin	Steve Gatlin	12/01/2011 11:46 AM
Matt Fulton	Matt Fulton	12/01/2011 03:13 PM
Form Started By: Cher Ridout		Started On: 11/30/2011 10:48 AM
Final Approval Date: 12/01/2011		

1

2

3

4

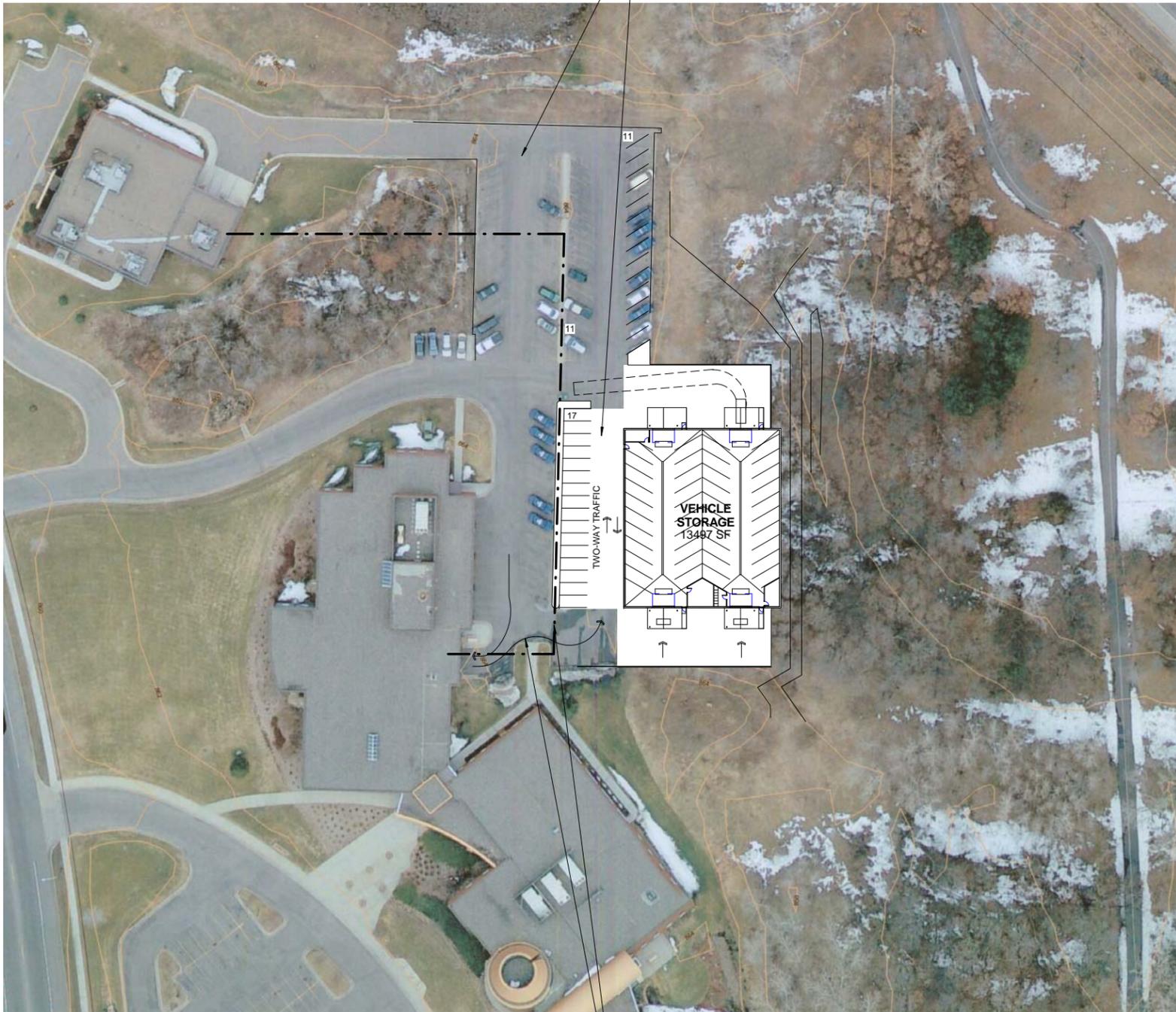
5



22,070 SF IMPERVIOUS AREA ADDED

A

A1
A0.1 IMPERVIOUS AREA DIAGRAM OPTION 01
1" = 200'-0"



B

C

D

D1
A0.1 Site Plan OPTION 01
1" = 50'-0"

**OPTION 01
PROGRAM**

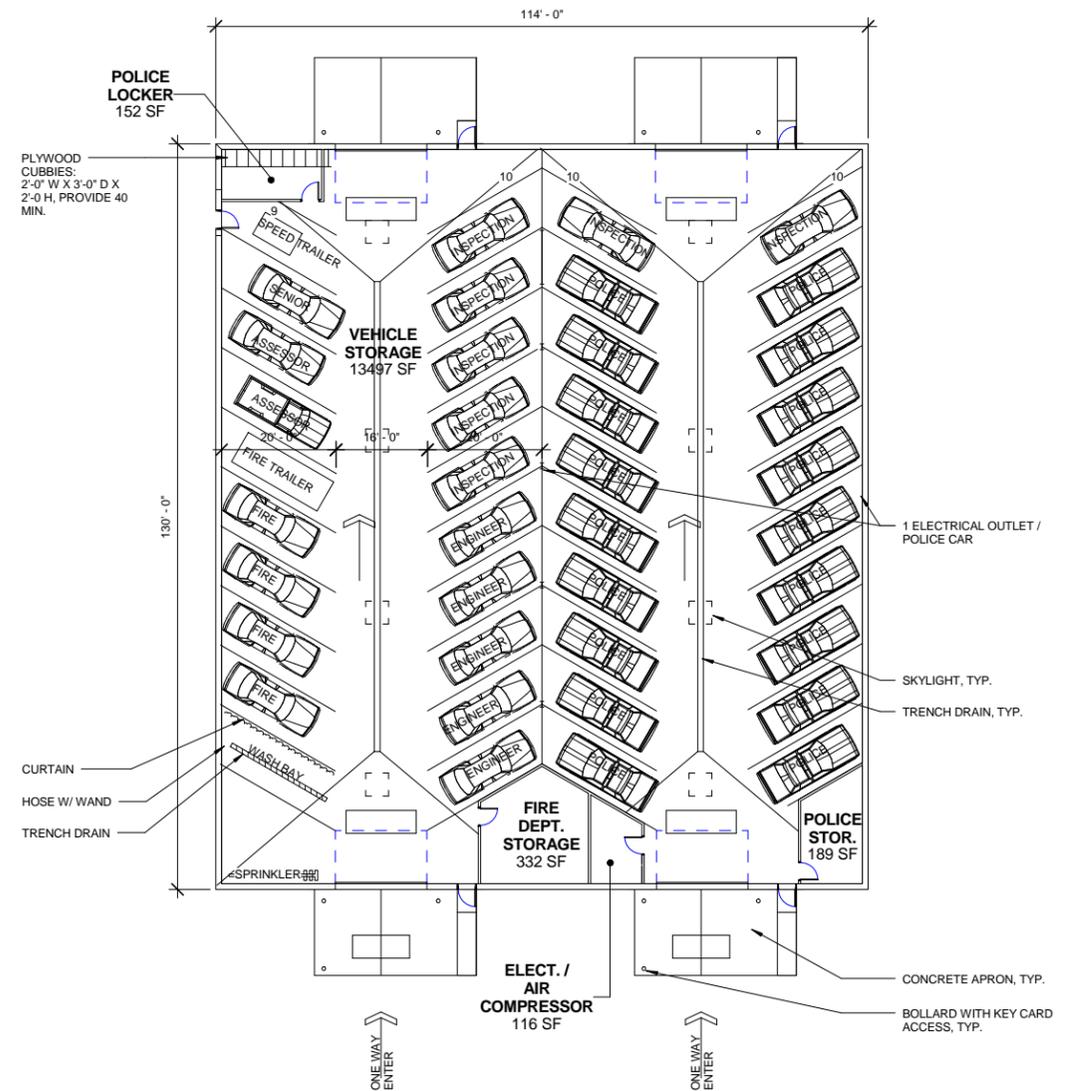
	VEHICLES STORED	VEHICLES REQUIRED
ASSESSORS	2	3
ENGINEERS	5	6
POLICE	18	25-30
FIRE	5	6
INSPECTION	7	10
SENIOR	1	1
TOTAL	38	51-56

14,820 SF TOTAL

ESTIMATE

BUILDING: 14,820 SF x \$90.00 / SF =	\$1,333,800
SITE:	\$ 100,000
ENGINEERED FILL:	\$ 45,000
TOTAL:	\$1,478,800

This probable cost summary is reflective of knowledge available on this project as of this date. Market conditions, program changes, bidding conditions, and other marketplace factors can and will affect this summary. The summary is provided to determine and approximate scope of project.



D3
A0.1 Enlarged First Floor Plan OPTION 01
1/16" = 1'-0"

NOT FOR CONSTRUCTION
Kodet Architectural Group, Ltd. © 2011

11/21/2011 2:33:29 PM

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 under the laws of the State of Minnesota.
Architect Edward L. Kodet, Jr., P.A.
Date License Number: 10566
Kodet Architectural Group, Ltd.

Date: NOVEMBER 15, 2011
Project No.: 86611
Drawn By: HLN Checked By: EK
Revisions:

Kodet Architectural Group Ltd.
15 Groveland Terrace • Minneapolis, MN 55403-1154
E-Mail: arch@kodet.com • Website: www.kodet.com
Telephone: 612.377.2737 • Facsimile: 612.377.1331

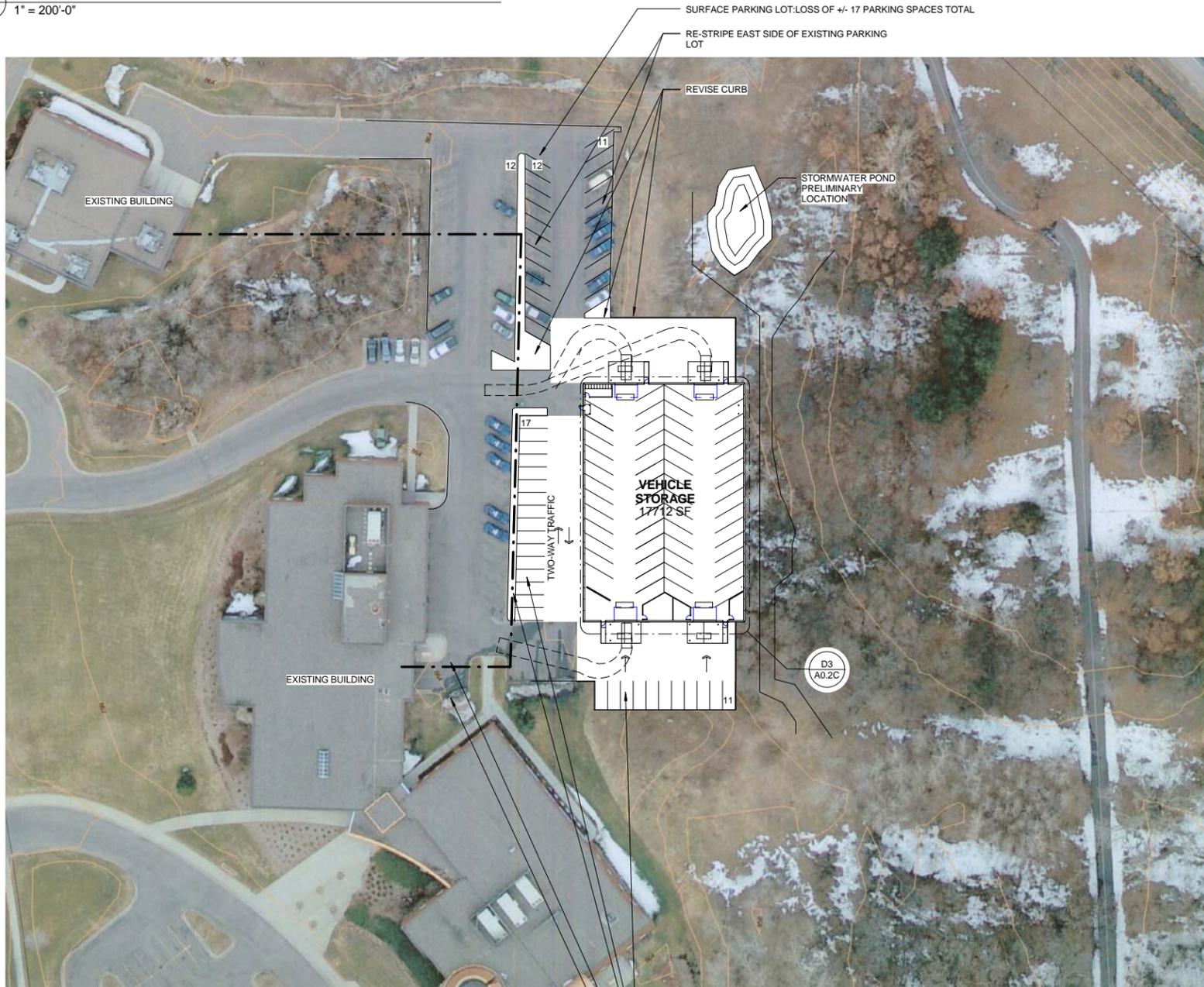
**Coon Rapids Police & Fire
Department Vehicle Storage**
11155 Robinson Drive, Coon Rapids, MN 55433

A0.1
Site Plan



28,990 SF IMPERVIOUS AREA ADDED

A1 IMPERVIOUS AREA DIAGRAM OPTION 02
A0.2 1" = 200'-0"



D1 Site Plan OPTION 02
A0.2 1" = 50'-0"

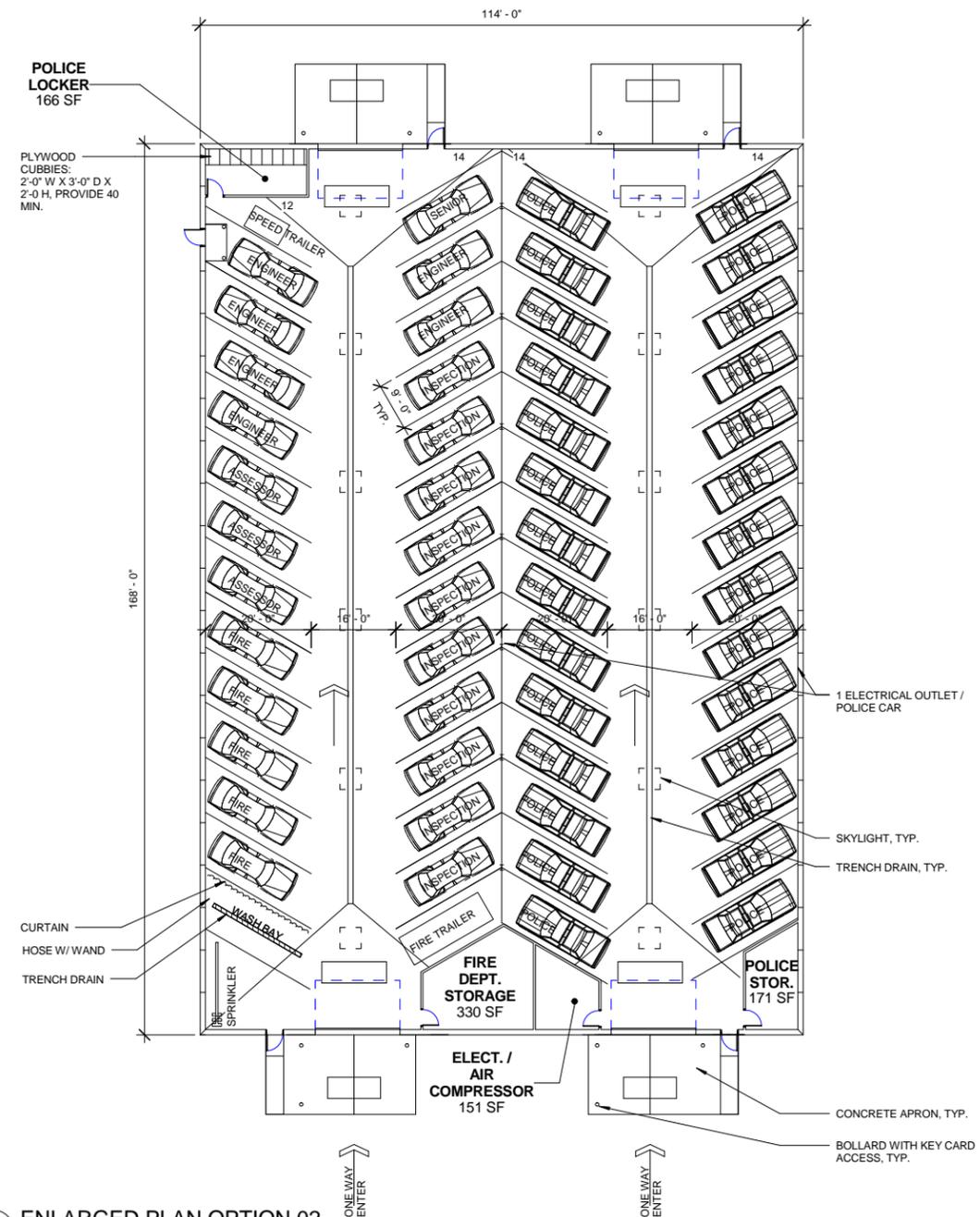
OPTION 02
PROGRAM

	VEHICLES STORED	VEHICLES REQUIRED
ASSESSORS	3	3
ENGINEERS	6	6
POLICE	28	25-30
FIRE	6	6
INSPECTION	10	10
SENIOR	1	1
	54	51-56
	19,152 SF TOTAL	

ESTIMATE

BUILDING: 19,152 SF x \$90.00 / SF =	\$1,723,680
SITE:	\$ 150,000
ENGINEERED FILL:	\$ 57,000
TOTAL:	\$1,930,680

This probable cost summary is reflective of knowledge available on this project as of this date. Market conditions, program changes, bidding conditions, and other marketplace factors can and will affect this summary. The summary is provided to determine and approximate scope of project.



D3 ENLARGED PLAN OPTION 02
A0.2 1/16" = 1'-0"

NOT FOR CONSTRUCTION
Kodet Architectural Group, Ltd. © 2011

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 under the laws of the State of Minnesota.
Architect Edward L. Kodet, Jr., P.A.
Date License Number: 10898
Kodet Architectural Group, Ltd.

Date: NOVEMBER 15, 2011
Project No.: 88611
Drawn By: hih Checked By: ek
Revisions:

Kodet Architectural Group Ltd.
15 Groveland Terrace • Minneapolis, MN 55403-1154
E-Mail: arch@kodet.com • Website: www.kodet.com
Telephone: 612.377.2737 • Facsimile: 612.377.1331

**Coon Rapids Police & Fire
Department Vehicle Storage**
11155 Robinson Drive, Coon Rapids, MN 55433

A0.2
Site Plan



City Council Regular

13. e.

Meeting Date: 12/06/2011

Subject: Land Purchase Option, Rolling Frito Lay Sales LP, 9160 Evergreen Blvd.

Submitted For: Matt Brown, Community Development Specialist

From: Cindy Hintze, Administrative Specialist

INTRODUCTION

The Council is asked to consider a purchase option for Rolling Frito Lay Sales LP to purchase approximately 3 acres of City-owned land at 9160 Evergreen Boulevard.

DISCUSSION

In 2009, the City entered into an option with Rolling Frito Lay Sales LP to purchase a portion of a 12 acre parcel located across Evergreen Boulevard from its distribution facility. Frito Lay paid the City \$10,000 for the option, which expires on December 15, 2011. Because Frito Lay has not executed the option, it wishes to extend it for one additional year. Frito Lay has agreed to pay an additional \$10,000 to extend the option through December 15, 2012. Frito Lay proposes an eventual sale price of \$4 per square foot, or about \$500,000 for the site. The amount of the proposed option is \$10,000. The purchase agreement is contingent on Frito Lay completing a survey of the site to determine the exact dimensions of the parcel to be sold and soil borings to ensure suitability for the proposed use. Frito Lay would be required to obtain site plan approval for its new facility within 180 days of executing the purchase agreement.

Previously owned by Shamrock Development, the parcel was donated to the City in 2004 and about half of it is currently used as a public works “boneyard.” A protected wetland covers about 6 acres of the site and the remainder contains substantial fill, making it unsuitable for most types of development. Frito Lay wishes to purchase about 3 acres for a future traffic management facility and parking area for its trailers. Frito Lay has few options to expand on its existing site, but would like to remain in its current location. The City should retain several acres of usable land at the site for its existing operations. A portion of the site could also be used for a future water tower. Due to the soil conditions, Frito Lay’s proposed use is probably the highest and best use of the land; constructing a larger building would most likely be cost-prohibitive.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Community Development and Redevelopment** section of the 2030 Strategic Vision in the following way:

Encourage future growth of an existing business in the City.

RECOMMENDATION

Staff recommends that the Council introduce an ordinance approving execution of an option for Rolling Frito Lay Sales LP to purchase the real property at 9160 Evergreen Boulevard. At the December 20 meeting, Council will consider adoption of the ordinance and authorize and direct the Mayor and City Manager to execute the necessary documents to enter into the option.

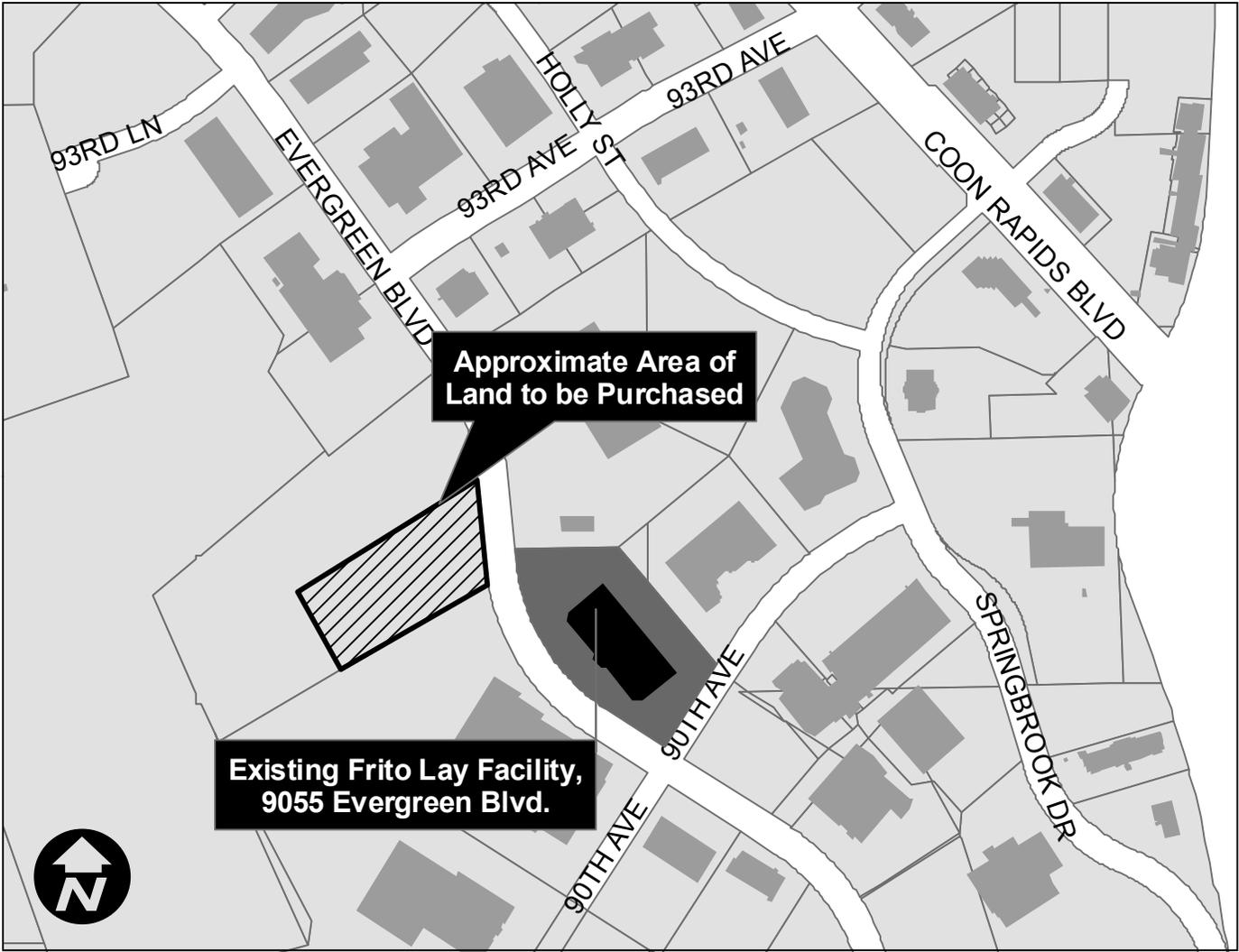
Attachments

Location Map

Ordinance

Form Review

Inbox	Reviewed By	Date
Matt Brown	Matt Brown	11/29/2011 02:46 PM
Marc Nevinski	Marc Nevinski	11/29/2011 03:01 PM
Matt Fulton	Matt Brown	11/29/2011 03:03 PM
Cindy Hintze (Originator)	Cindy Hintze	11/30/2011 09:56 AM
Matt Brown	Matt Brown	12/01/2011 10:22 AM
Marc Nevinski	Cathy Sorensen	12/01/2011 04:26 PM
Matt Fulton	Matt Fulton	12/01/2011 05:08 PM
Form Started By: Cindy Hintze		Started On: 11/29/2011 11:53 AM
Final Approval Date: 12/01/2011		



ORDINANCE NO.

**AN ORDINANCE FOR THE PURPOSE OF ENTERING INTO AN OPTION
WITH ROLLING FRITO-LAY SALES, LP FOR PURCHASE OF
REAL PROPERTY, 9160 EVERGREEN BOULEVARD**

Now therefore, the City of Coon Rapids does ordain:

Section 1. The Option to Purchase the following described real property by Rolling Frito Lay Sales, LP from the City of Coon Rapids is hereby authorized:

Beginning at the most Northerly corner of Lot 1, Block 1, Assurance Manufacturing Addition, according to the recorded plat thereof, Anoka County Minnesota; thence Southwesterly along the North line of said Lot 1 a distance of 330.00 feet; thence Northwesterly deflecting right 98 degrees, 02 minutes, 50 seconds a distance of 294.70 feet; thence Northeasterly deflecting right 81 degrees, 57 minutes, 10 seconds a distance of 420.00 feet to the Westerly right-of-way line of Evergreen Boulevard; thence Southerly, along said Westerly right-of-way line, to the point of beginning.

Section 2. The Mayor and City Manager are hereby authorized and directed to execute all necessary documents to effectuate the above conveyance.

Introduced this 6th day of December, 2011

Adopted this ____ day of _____.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

13. f.

Meeting Date: 12/06/2011

Subject: Redemption of Outstanding Bonds

From: Sharon Legg, Finance Director

INTRODUCTION

Bonds maturing in 2018 and later of 2002B, G.O. Tax Increment, should be called to save interest costs.

DISCUSSION

The 2002B, G.O. Tax Increment Bonds are callable on February 1, 2012. The remaining bonds bear interest at rates ranging from 3.55% to 4.7%. Staff is recommending that the bonds maturing in 2018 and later be called as of February 1, 2012. The rates on these range from 4.20 percent to 4.70 percent and outstanding balance of these bonds is \$510,000.

Although these are not sufficient funds available in the corresponding tax increment district, the district will incur less interest expense if the bonds are called and the fund runs a deficit balance drawing from the cash available in the City. Presently, City investments are earning roughly 2.25 percent, which is credited to the tax increment district. The present value savings amounts to roughly \$78,000. The City also has the option of refunding the bonds, locking in lower rates. However, by doing so, approximately \$40,000 would be spent in fees to financial advisors, rating agencies and bond attorneys. By paying off the bonds and using City cash on hand, these costs can be avoided. A six percent or greater investment yield would be needed to pay for the bond issuance fee.

Therefore Staff is recommending that the higher cost bonds be called on February 1, 2012.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government of the 2030 Strategic Vision by minimizing the cost of government.

RECOMMENDATION

Staff recommends adoption of Resolution No. 11-127 Calling for Redemption of the 2018 through 2025 Bonds of 2002B, G. O. Tax Increment Revenue Bonds.

Fiscal Impact

BUDGET IMPACT:

By calling these bonds early, \$78,000 will be saved in interest cost.

Attachments

Resolution 11-127

Notice

Form Review

Inbox

Matt Fulton

Form Started By: Sharon Legg

Final Approval Date: 11/30/2011

Reviewed By

Matt Fulton

Date

11/30/2011 03:21 PM

Started On: 11/29/2011 03:50 PM

RESOLUTION NO. 11-127

**RESOLUTION CALLING FOR REDEMPTION OF 2018 THROUGH 2025 BONDS OF 2002B,
G.O. TAX INCREMENT REVENUE BONDS**

WHEREAS, the City Council of the City of Coon Rapids, Minnesota (the "City") issued \$1,055,000 G.O. Tax Increment Revenue Bonds, Series 2002B originally dated November 1, 2002; and

WHEREAS, the bonds maturing in the years 2012 through 2025 may be called for redemption and prepayment on February 1, 2012 and on any date thereafter at par and accrued interest, all as provided in the resolution of the City Council authorizing the issuance of said Bonds; and

WHEREAS, cash is available to pay these bonds early; and

WHEREAS, the City Council deems it desirable and in the best interest of the City to call \$510,000 in principal of the bonds on February 1, 2012 in accordance with said resolution authorizing the issuance of said Bonds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota as follows:

1. The G.O. Tax Increment Revenue Bonds, Series 2002B maturing in the years 2018 through 2025 totaling \$510,000 be redeemed and prepaid on February 1, 2012 at a price of par.
2. The Clerk is hereby authorized and directed to mail the notice of call to each and every registered holder of the Bonds to be called for redemption. Said notice shall be in substantially the form attached hereto as Exhibit A.
3. The City Treasurer is hereby authorized and directed to deposit with the bank where the Bonds are payable sufficient funds to pay all principal and interest due on said Bonds at of the call date.

Adopted this 6nd day of December 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk

NOTICE OF CALL FOR REDEMPTION

G.O. TAX INCREMENT REVENUE BONDS, SERIES 2002B

CITY OF COON RAPIDS, ANOKA COUNTY, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the City Council of the City of Coon Rapids, Anoka county, Minnesota, there have been called for redemption and prepayment on February 1, 2012 those outstanding bonds of the City designated as G.O. Tax Increment Revenue Bonds, Series 2002B, dated November 1, 2002, having stated maturity dates of February 1 in the years 2018 through 2025, both inclusive, and totaling \$510,000 in principal amount. The bonds are being called at a price of par, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at the office of the City Finance Director of the City of Coon Rapids, Minnesota, on or before February 1, 2012.

Date: December 6, 2011

BY ORDER OF THE CITY COUNCIL OF THE CITY OF COON RAPIDS



City Council Regular

13. g.

Meeting Date: 12/06/2011

Subject: 2012 Insurance Renewals

From: Sharon Legg, Finance Director

INTRODUCTION

The City's property/liability policy year ended on December 1, 2011. The Worker's Compensation policy is set to expire on January 1, 2012. The League of Minnesota Cities Insurance Trust (L.M.C.I.T.) is in the process of setting the rates and preparing quotations for both of these policies for the coming policy year.

DISCUSSION

To ensure that there is no lapse in insurance coverage staff has obtained an insurance binder from the L.M.C.I.T. continuing all current policies until the renewal rates can be analyzed.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the City's long term strategic vision in the following way:

Ensuring there is no lapse in insurance coverage ensures that the City is protected against potential risks and therefore maintains the goal of Excellence in Government.

RECOMMENDATION

No action is necessary at this time. Staff will make a recommendation for insurance renewals after reviewing the quotations.

Form Review

Inbox	Reviewed By	Date
Matt Fulton	Matt Fulton	12/01/2011 03:08 PM
Form Started By: Sharon Legg		Started On: 11/29/2011 04:31 PM
Final Approval Date: 12/01/2011		



City Council Regular

13. h.

Meeting Date: 12/06/2011

Subject: 2011-2013 Law Enforcement Labor Services Local 207 Labor Agreement

Submitted For: Matt Fulton, City Manager

From: Jill Pocklington, Assistant Human Resources Coordinator

INTRODUCTION

The Council is requested to formally ratify the terms of the negotiated labor agreement for 2011-2013 between the City of Coon Rapids and Law Enforcement Labor Services Local 207 representing the Police bargaining unit.

DISCUSSION

A three-year (2011-2013) agreement was reached after two formal negotiation sessions. The Law Enforcement Labor Services Local 207 membership voted and ratified the tentative agreement on October 27, 2011.

The substantive terms of the agreement are summarized below.

1. Contract Duration: Three years, calendar years 2011 – 2013.
2. Amend Article 24.1, Injury on Duty, to read as follows:

An officer injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working The Employer may require the employee to provide a doctor's certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

3. Wages: Amend Appendix A to increase wages:

1% increase effective January 1, 2011; 1% increase effective January 1, 2012; 1% increase effective July 1, 2012; 1% increase effective January 1, 2013; and 1.5% increase effective July 1, 2013.

Signed contracts have been submitted for execution.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the *Excellence in Government* section of the 2030 Strategic Vision in the following way:

Our role in service to the public is expected to be accomplished as professionally and efficiently as possible, and the proposed contract approval supports the City's long term strategic goals of providing excellent and professional service to the community as efficiently as possible.

RECOMMENDATION

Staff recommends the Council adopt Resolution No. 11-128, approving the labor agreement between the City and Law Enforcement Labor Services Local 207

Fiscal Impact

BUDGET IMPACT:

The cost of the 1% increase, effective January 1, 2011, has been included within the 2011 City budget. Since the contract increases are spread out over January and July in 2012 and 2013, the overall percentage increase is equivalent to 4.75% over the three year period. For reference, this wage settlement is similar to the Public Works Collective Bargaining Agreement approved by City Council on August 3, 2011, and the Firefighters Collective Bargaining Agreement approved by the City Council on September 20, 2011.

Attachments

Resolution No. 11-128
2011-2013 Police Agreement

Form Review

Inbox	Reviewed By	Date
Matt Fulton	Jill Pocklington	11/30/2011 09:28 AM
Jill Pocklington (Originator)	Jill Pocklington	11/30/2011 09:30 AM
Matt Fulton	Jill Pocklington	11/30/2011 10:43 AM
Jill Pocklington (Originator)	Jill Pocklington	11/30/2011 10:45 AM
Matt Fulton	Jill Pocklington	11/30/2011 10:45 AM
Jill Pocklington (Originator)	Jill Pocklington	11/30/2011 10:45 AM
Matt Fulton	Jill Pocklington	11/30/2011 10:49 AM
Jill Pocklington (Originator)	Jill Pocklington	11/30/2011 10:51 AM
Matt Fulton	Matt Fulton	11/30/2011 02:51 PM
Form Started By: Jill Pocklington		Started On: 11/30/2011 08:38 AM
Final Approval Date: 11/30/2011		

RESOLUTION NO. 11-128

**RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN
THE CITY OF COON RAPIDS AND
THE LAW ENFORCEMENT LABOR SERVICES LOCAL 207
FOR THE TERM JANUARY 1, 2011 THROUGH DECEMBER 31, 2013**

WHEREAS, the City of Coon Rapids (“City”) recognizes the Law Enforcement Labor Services Local 207 (“Union”) as the exclusive bargaining representative under Minnesota Statutes, Chapter 179A, for police officer job classifications identified in the collective bargaining agreement; and

WHEREAS, representatives of the City of Coon Rapids and representatives of the Law Enforcement Labor Services Local 207, representing the police officer bargaining unit, reached a tentative agreement through the collective bargaining process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Coon Rapids, Minnesota, approves the terms of the tentative agreement, which are as follows:

1. Contract Duration: Three years, calendar years 2011 – 2013.
2. Amend Article 24.1, Injury on Duty, to read as follows:
An officer injured in the line of duty, covered by Workers’ Compensation laws of the State of Minnesota, and eligible for Workers’ Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer’s weekly pay and his/her weekly Workers’ Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers’ Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the employee to provide a doctor’s certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.
3. Wages: Amend Appendix A to increase wages:
1% increase effective January 1, 2011.
1% increase effective January 1, 2012, and 1% increase effective July 1, 2012.
1% increase effective January 1, 2013, and 1.5% increase effective July 1, 2013.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and the City Manager to execute five copies of an agreement reflecting the terms of the settlement upon receipt of the same executed by the designated bargaining unit representatives.

Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

LABOR AGREEMENT

Between

CITY OF COON RAPIDS

AND

**LAW ENFORCEMENT LABOR SERVICES
LOCAL 207**

January 1, 2011 to December 31, 2013

TABLE OF CONTENTS

1.	PURPOSE.....	1
2.	RECOGNITION.....	1
3.	DEFINITIONS.....	1
4.	EMPLOYER SECURITY.....	2
5.	EMPLOYER AUTHORITY.....	2
6.	UNION SECURITY.....	3
7.	GRIEVANCE PROCEDURE.....	3
8.	SAVINGS CLAUSE.....	6
9.	SENIORITY.....	6
10.	DISCIPLINE.....	6
11.	CONSTITUTIONAL PROTECTION.....	7
12.	WORK SCHEDULES.....	7
13.	OVERTIME.....	8
14.	TRAINING.....	8
15.	COURT TIME.....	9
16.	CALL-BACK TIME.....	9
17.	WORKING OUT OF CLASSIFICATION.....	9
18.	INSURANCE.....	9
19.	STANDBY PAY.....	10
20.	UNIFORMS.....	11
21.	HOLIDAYS.....	11
22.	VACATIONS.....	12

23.	SICK LEAVE	12
24.	INJURY ON DUTY	13
25.	COMPUTATION OF SERVICE TIME.....	13
26.	LONGEVITY	14
27.	SPECIALTY PAY	14
28.	WAIVER.....	14
29.	DURATION.....	15
	SIGNATORY PAGE.....	15
	APPENDIX A.....	16

**LABOR AGREEMENT BETWEEN THE
CITY OF COON RAPIDS
AND
LAW ENFORCEMENT LABOR SERVICES**

**ARTICLE 1
PURPOSE**

This Agreement is entered into as of January 1, 2011, between the City of Coon Rapids, hereinafter called the "Employer," and Law Enforcement Labor Services, Inc. hereinafter called the "Union."

It is the intent and purpose of this Agreement to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation or application; and
- 1.2 Place in written form the parties' agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2
RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative, under Minnesota Statutes, Chapter 179A, for all police personnel in the following job classifications:

Patrol Officer
K-9 Patrol Officer
Detective
School Liaison Officer

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue will be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3
DEFINITIONS**

- 3.1 Union: Law Enforcement Labor Services, Inc., Local #207.
- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local #207.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Coon Rapids Police Department.

- 3.5 Employer: The City of Coon Rapids.
- 3.6 Chief: The Chief of the Coon Rapids Police Department.
- 3.7 Union Officer: Officer elected or appointed by Law Enforcement Labor Services, Inc.
- 3.8 Investigator/Detective: An employee specifically assigned or classified by the Employer to the job classification or job position of Investigator/Detective.
- 3.9 Overtime: Work performed at the express authorization of the Employer in excess of the employee's scheduled shift.
- 3.10 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.
- 3.11 Rest Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.12 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.13 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.

ARTICLE 4
EMPLOYER SECURITY

- 4.1 The Union and its members agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5
EMPLOYER AUTHORITY

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work schedules; and to perform any inherent managerial function not specifically limited to this Agreement.

- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6

UNION SECURITY

- 6.1 The Employer shall deduct the wages of employees who authorize such a deduction in writing an amount necessary to cover monthly Union dues. Such monies will be remitted as directed by the Union.
- 6.2 The Union may designate three employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice and changes in the position of steward.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7

GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer shall recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of the Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present the grievance to the employee's supervisor as designated by the Employer. The Employer-designated representative shall discuss and give an answer to such Step 1 grievance within 10 calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within 10 calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 10 calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 10 calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within 10 calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative. The Employer-designated representative shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within 10 calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration, subject to the provisions of the Public Employment Labor Relations Act of 1971, as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the State of Minnesota Bureau of Mediation Services.

7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Union, and will have no authority to make a decision on any other issue not submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in

writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decisions shall be binding on both the Employer and the Union and will be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union.

7.7 Choice of Remedy. If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or the Minnesota Department of Human Rights. If appealed to any procedure other than Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved employee shall indicate in writing which procedure is to be utilized—Step 4 of Article 7 or another appeal procedure—and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8
SAVINGS CLAUSE

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Coon Rapids. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9
SENIORITY

- 9.1 Seniority shall be determined by the employee's length of continuous employment with the Police Department and posted in an appropriate location. Seniority rosters may be maintained by the Chief on the basis of time in grade and time within specific classifications.
- 9.2 During the probationary period, a newly hired or rehired employee may be discharged at the sole discretion of the Employer. During the probationary period, a promoted or reassigned employee may be replaced in his or her previous position at the sole discretion of the Employer.
- 9.3 A reduction of work force shall be accomplished on the basis of seniority. Employees shall be recalled from a layoff on the basis of seniority. An employee on a layoff shall have an opportunity to return to work within two years after his or her layoff before any new employee is hired.
- 9.4 Senior employees shall be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of employees are equal.
- 9.5 One continuous vacation period shall be selected on the basis of seniority until February 1 each calendar year.

ARTICLE 10
DISCIPLINE

- 10.1 The Employer will discipline employees for just cause only. Discipline will be in one or more of the following forms: (a) oral reprimand; (b) written reprimand; (c) suspension; (d) demotion; or (e) discharge.
- 10.2 Suspension, demotions, and discharges shall be in written form.

- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an employee's personnel file, shall be read and acknowledged by signature of the employee. Employees and the Union will receive a copy of such reprimands or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges shall be preceded by a five-day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to suspensions, demotions, or discharges pursuant to the terms of this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

ARTICLE 11
CONSTITUTIONAL PROTECTION

- 11.1 Employees shall have the rights granted to all citizens by the United States and Minnesota Constitutions.

ARTICLE 12
WORK SCHEDULES

- 12.1 The normal work year is 2,080 hours to be accounted for by each employee through: (a) hours worked on assigned shifts; (b) holidays; and (c) authorized leave time.
- 12.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts, provided that if the City adopts a schedule with 10-hour shifts, vacation and sick leave pay shall be calculated on the basis of an 8-hour day.
- 12.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign employees.
- 12.4 Work scheduled shall not be canceled for bargaining unit employees solely on the grounds that the City Hall has been closed on a particular day, due to inclement weather.

ARTICLE 13
OVERTIME

13.1 Employees shall be compensated at one and one-half times the employee's regular base pay rate for hours worked in excess of the employee's regularly scheduled shift. Changes of shifts do not qualify an employee for overtime under this Article. Employees shall be compensated at two times the employee's regular base pay rate for hours worked in excess of the employee's regular scheduled shift on the following holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

13.2 Overtime shall be distributed as equally as practicable.

13.3 Overtime refused by employees will, for record purposes under Section 13.2, be considered as unpaid overtime worked.

13.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

13.5 Overtime will be calculated to the nearest 15 minutes.

13.6 Employees have the obligation to work overtime or call-backs if requested by the Employer unless unusual circumstances prevent the employee from working.

ARTICLE 14
TRAINING

14.1 For each training session assigned by the Employer within the Fair Labor Standards Act (FLSA) maximum cycle, the employee shall receive his/her regular rate of compensation (or compensatory time off at the same rate). Training time assigned by the Employer, which falls outside of the Fair Labor Standards Act (FLSA) cycle maximum, shall be compensated at one and one-half times the employee's regular rate of compensation (or compensatory hours at the same rate).

14.2 If an off duty officer desires to participate in a training course for which he or she is not assigned, the off duty officer may do so only with prior approval of the Chief's designee and shall be compensated (or take compensatory time) only on a straight-time basis for the time actually spent in the course.

14.3 If the officer fails to qualify during the regularly scheduled firearms training sessions, he or she will be expected to qualify on his/her own time at a date and time to be specified by the Chief or the Chief's designee.

ARTICLE 15
COURT TIME

- 15.1 An employee who has been notified to appear in court during his/her scheduled time off, and the required court appearance is cancelled less than 24 hours before the scheduled appearance, shall be paid three hours at the employee's base rate of pay or three hours of compensatory time. An employee who is required to appear in court during his/her scheduled off duty time shall be paid a minimum of three hours or receive compensatory time off at one and one-half times the employee's base rate of pay. An extension or early report to a regularly scheduled shift for court appearance does not qualify the employee for the 3-hour minimum.

ARTICLE 16
CALL-BACK TIME

- 16.1 An employee who is called to duty during his or her scheduled off duty time shall receive a minimum of two hours pay at one and one-half times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two-hour minimum.

ARTICLE 17
WORKING OUT OF CLASSIFICATION

- 17.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 18
INSURANCE

- 18.1 All eligible employees shall be offered participation in the Employer's group insurance programs on the same basis as offered to the majority of other employees of the City. An eligible employee is defined as an individual who would be covered under the insurance coverage provisions of the City's personnel policies. For the term of this agreement, the Employer will make available and contribute toward group insurance on the same basis as the program in effect for a majority of the other active employees of the City.
- 18.2 Employees covered by this agreement shall be eligible to participate in the pretax health benefits cafeteria plan available to non-organized employees of the City which allows designation of some compensation for use to cover certain health expenses pursuant to the provisions of the plan and applicable tax code provisions.
- 18.3 Employees hired before March 1, 2007, who meet the following eligibility conditions and requirements may participate in the essential retiree insurance program:

- A. The program shall be available only to essential employees hired before March 1, 2007, who retires from City employment with at least 20 years of service as an essential employee with the City.
- B. Eligibility for the City contribution to the program shall commence on the later of the employee's retirement or 55th birthday and shall cease at the earlier of the employee's death or 65th birthday.
- C. Any employee who retires with twenty or more years of service but before reaching age 55 must maintain coverage with the group – unless the employee is ineligible for coverage because of residency – at his/her own expense in order to remain eligible for the City contribution at age 55.
- D. The City contribution toward this program shall be equal to the amount of the Employer's contribution toward the premium of single health insurance under the group plan or plans available to active employees.
- E. For purposes of this program, the term “essential employee” shall mean an employee holding a position eligible to be covered and in fact covered by the Public Employees Police and Fire retirement fund, as defined in M.S. 353.64.
- F. The City contribution for retirees will be toward health insurance coverage under any available City group plan. In the event that an eligible retiree subsequently becomes ineligible for coverage under any available City group plan because of residency, the City will pay an amount up to the highest basic single group insurance premium that is paid by the City for active employees provided the retiree provides proof of coverage under a different health insurance policy. This City contribution will be paid to the applicable insurer.

ARTICLE 19
STANDBY PAY

- 19.1 Employees required by the Employer to standby shall be paid for such standby time at the rate of one hour's pay for each hour on standby.
- 19.2 This article will not apply to standby for court appearances covered under Article 15.

ARTICLE 20
UNIFORMS

- 20.1 Employees shall be reimbursed for maintenance and replacement of uniforms in the amount of \$810 in 2011, 2012 and 2013. Payment of this amount shall be made in conjunction with the second pay period in the month of January of each year.
- 20.2 A newly hired employee will be given a \$1,850 initial issue allowance. A newly hired employee will not be eligible for the standard uniform allowance specified in section 20.1 above until he or she has worked at least 24 months for the employer. After a newly hired employee has worked for the employer for 24 months, he or she will then be eligible for the standard uniform allowance. If a newly hired employee becomes eligible for the standard uniform allowance during a remaining portion of a calendar year, the standard uniform allowance payment will be prorated by the month. The initial issue allowance will be refunded to the City if the employee does not successfully complete probation.
- 20.3 Uniform allowance is being paid in advance. Any employee leaving the service prior to the end of the year, for which a clothing allowance was paid, shall reimburse the Employer for the unused portion of the allowance with the allowance to be prorated on a monthly basis. The reimbursement payable shall be deducted from the employee's last check or from his/her severance pay.

ARTICLE 21
HOLIDAYS

- 21.1 Each officer is entitled to 12 paid holidays annually. Each officer may exercise the option to sell back any or all of his/her holidays to the Employer. This option may be exercised by selling back up to one-half of the holidays in January and one-half in December of each year. The payments will be made on the second pay day in January and the last pay day of December, respectively. No holiday may be carried forward into the next year. If holidays are sold back under a 10-hour shift plan, the holiday pay will be based on 10 hours.
- 21.2 Except as specified in Article 13, Section 13.1, each uniformed officer who works, or each non-uniformed officer who is ordered to work, shall receive compensation for such hours at the rate of time and one-half for each hour worked on the following holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

ARTICLE 22
VACATIONS

22.1	1 through 5 years	10 days
	6 through 10 years	15 days
	During 11 th year	16 days
	During 12 th year	17 days
	During 13 th year	18 days
	During 14 th year	19 days
	15 th through 20 years	20 days
	During 21 st year	21 days
	During 22 nd year	22 days
	During 23 rd year	23 days
	During 24 th year	24 days
	During 25 th year and subsequent years	25 days

ARTICLE 23
SICK LEAVE

- 23.1 Sick leave shall be granted to all permanent and probationary employees at the rate of one working day for each calendar month of full-time service or major fraction thereof. However, probationary employees may be allowed the use of eight hours of sick leave to attend funerals of immediate family members, which will be deducted from their accrual or final pay if terminated with a deficit in their sick leave account.
- 23.2 Sick leave shall be computed on a calendar year basis and may be accumulated up to a maximum of 960 hours, provided that when an employee reaches the 960-hour maximum accrual, he or she may continue to accrue one day a month sick leave to be banked and used for illness only after exhausting the first 960-hour accrual. One-half of all accrued sick leave pay shall be granted at an employee's current hourly rate of pay, not to exceed 480 hours, upon the death or severance of an employee under honorable conditions, provided the employee has a minimum of three years of employment with the Employer.
- 23.3 An employee who is absent from work due to illness for more than one day may be required to present a doctor's certificate of his/her illness and recovery, if the employee is suspected of misusing the sick leave privilege.
- 23.4 Members of this unit shall be eligible for inclusion in a sick leave incentive program, which provides that employees who qualify for the incentive program have the option of receiving up to a maximum of \$400 cash or vacation leave, in accordance with the following schedule:

<u>Sick Leave Taken</u>	<u>Incentive Pay</u> <u>Vacation Incentive</u>
0 hours	Hourly Rate x 16 hours	2 shifts
1 shift or less	Hourly Rate x 12 hours	1 ½ shifts
2 shifts or less	Hourly Rate x 8 hours	1 shift
3 shifts or less	Hourly Rate x 4 hours	½ shift

Incentive payments shall be made in conjunction with the start of the first full payroll period prior to Christmas. Any vacation earned shall be added to an employee's vacation balance during the first pay period of the new year. The program will run from November 16 to November 15 of the following year.

For purposes of this program only, absences from duty because of injuries incurred while on duty will not be considered as sick leave taken, whether the employee qualifies for Workers' Compensation or not.

ARTICLE 24
INJURY ON DUTY

- 24.1 An officer injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the employee to provide a doctor's certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

ARTICLE 25
COMPUTATION OF SERVICE TIME

- 25.1 In computing service time for vacation purposes, the following formula will prevail:
- A. When the entrance date of employment with the Employer is on January 1 or after and prior to October 1 of any year, such employees will be deemed to have completed one year of service at 11:59 p.m. on December 31 of that year.
 - B. When the entrance date of employment with the Employer is on October 1 or after and prior to December 31 at 11:59 p.m. of any year, such employees will be deemed to have completed one year of service on December 31 at 11:59 p.m. following his first anniversary of employment with the Employer.

- 25.2 The anniversary date of employment will be used for computing time in service for pay increments.

ARTICLE 26
LONGEVITY

- 26.1 Upon ratification of this contract, all employees shall be entitled to supplementary pay as follows:
- A. After 8 years of continuous employment—5% of the employee's base rate per month.
 - B. After 12 years of continuous employment—7% of the employee's base rate per month.
 - C. After 16 years of continuous employment—9% of the employee's base rate per month.

ARTICLE 27
SPECIALTY PAY

- 27.1 Employees classified or assigned by the Employer as an investigator (detective), school liaison officer, K-9 officer, or to a community oriented policing and problem solving (COPPS) position shall receive \$280 per month in 2011, 2012 and 2013. Assignment to the COPPS position is not a promotion. Assignment to this position and length of service shall be in the sole discretion of the Employer.
- 27.2 Employees assigned as a Field Training Officer (FTO) shall be compensated two hours of compensatory time at their regular rate of pay for every 10-hour shift. Field Training Officers working less than a 10-hour shift shall be compensated one hour at their regular rate of pay provided their FTO assignment is at least five hours.

ARTICLE 28
WAIVER

- 28.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with provisions of this Agreement, are hereby superseded.

28.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waive the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 29
DURATION

29.1 This Agreement shall be effective as of January 1, 2011, and will remain in full force and effect until December 31, 2013. In witness whereof, the parties hereto have executed this agreement on this _____ day of _____, 2011.

LAW ENFORCEMENT LABOR
SERVICES, INC.

CITY OF COON RAPIDS

Daniel J. Wells, Chief Executive Officer

Tim Howe, Mayor

Phillip Wege, Union Steward

Matthew S. Fulton, City Manager

Tom Sharon, Union Steward

Jason Boersma, Union Steward

APPENDIX A

**CITY OF COON RAPIDS
POLICE UNIT
2011-2013 AGREEMENT**

WAGE SCHEUDLE 1

(Date of Hire before March 1, 2007)

YRS OF SERVICE	1% 1/1/2010		1% 1/1/2011		1% 1/1/2012	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$44,111	\$21.207	\$44,552	\$21.419	\$44,998	\$21.633
After 1 year	\$47,497	\$22.835	\$47,972	\$23.063	\$48,452	\$23.294
After 2 years	\$50,885	\$24.464	\$51,394	\$24.709	\$51,908	\$24.956
After 3 years	\$54,269	\$26.091	\$54,812	\$26.352	\$55,360	\$26.615
After 4 years	\$57,653	\$27.718	\$58,230	\$27.995	\$58,812	\$28.275
After 5 years	\$61,065	\$29.358	\$61,676	\$29.652	\$62,292	\$29.948
After 6 years	\$64,451	\$30.986	\$65,096	\$31.296	\$65,746	\$31.609
After 7 years	\$67,839	\$32.615	\$68,517	\$32.941	\$69,203	\$33.271

YRS OF SERVICE	1% 7/1/2012		1% 1/1/2013		1.5% 7/1/2013	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$45,448	\$21.850	\$45,902	\$22.068	\$46,591	\$22.399
After 1 year	\$48,936	\$23.527	\$49,426	\$23.762	\$50,167	\$24,119
After 2 years	\$52,427	\$25.205	\$52,951	\$25.457	\$53,745	\$25.839
After 3 years	\$55,913	\$26.882	\$56,473	\$27.150	\$57,320	\$27.558
After 4 years	\$59,400	\$28.558	\$59,994	\$28.843	\$60,894	\$29.276
After 5 years	\$62,915	\$30.248	\$63,544	\$30.550	\$64,498	\$31.008
After 6 years	\$66,404	\$31.925	\$67,068	\$32.244	\$68,074	\$32.728
After 7 years	\$69,895	\$33.603	\$70,594	\$33.939	\$71,652	\$34.448

WAGE SCHEDULE 2

(Date of Hire after March 1, 2007)

YRS OF SERVICE	1% 1/1/2010		1% 1/1/2011		1% 1/1/2012	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$47,486	\$22.830	\$47,961	\$23.058	\$48,440	\$23.289
After 1 year	\$54,271	\$26.092	\$54,814	\$26.353	\$55,362	\$26.616
After 2 years	\$61,056	\$29.354	\$61,667	\$29.648	\$62,283	\$29.944
After 3 years	\$67,839	\$32.615	\$68,517	\$32.941	\$69,203	\$33.271

YRS OF SERVICE	1% 7/1/2012		1% 1/1/2013		1.5% 7/1/2013	
	ANNUAL	HOURLY	ANNUAL	HOURLY	ANNUAL	HOURLY
Start	\$48,925	\$23.522	\$49,414	\$23.757	\$50,155	\$24.113
After 1 year	\$55,915	\$26.883	\$56,475	\$27.151	\$57,322	\$27.559
After 2 years	\$62,906	\$30.243	\$63,535	\$30.546	\$64,488	\$31.004
After 3 years	\$69,895	\$33.603	\$70,594	\$33.939	\$71,652	\$34.448

If there is a rounding difference between this appendix and payroll, payroll will govern.
This document is hereby incorporated into and made a part of the Agreement.



City Council Regular

13. i.

Meeting Date: 12/06/2011

Subject: 2012-2013 Law Enforcement Labor Services Local #362 Agreement

Submitted For: Matt Fulton, City Manager

From: Jill Pocklington, Assistant Human Resources Coordinator

INTRODUCTION

The Council is requested to formally ratify the terms of the negotiated labor agreement for 2012-2013 between the City of Coon Rapids and Law Enforcement Labor Services Local #362 representing the Sergeants bargaining unit.

DISCUSSION

A two-year (2012-2013) agreement was reached through the collective bargaining process. The Law Enforcement Labor Services Local 362 membership voted and ratified the tentative agreement on November 29, 2011.

The substantive terms of the agreement are summarized below.

1. Contract Duration: Two years, calendar years 2012 – 2013.
2. Amend Article 24.1, Injury on Duty, to read as follows:

An officer injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed his/her regular pay by the Employer for 90 work days. The Employer will pay the difference between the officer's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an officer may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working The Employer may require the employee to provide a doctor's certificate stating that the employee is capable of returning to work, either in a limited duty capacity or to resume his/her normal duties.

3. Wages: Amend Appendix A to increase wages:

1% increase effective January 1, 2012; 1% increase effective July 1, 2012; 1% increase effective January 1, 2013; and 1.5% increase effective July 1, 2013.

Signed contracts have been submitted for execution.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the *Excellence in Government* section of the 2030 Strategic Vision in the following way:

Our role in service to the public is expected to be accomplished as professionally and efficiently as possible, and the proposed contract approval supports the City's long term strategic goals of providing excellent and professional service to the community as efficiently as possible.

RECOMMENDATION

Staff recommends the Council adopt Resolution No. 11-130, approving the labor agreement between the City and Law Enforcement Labor Services Local 362.

Fiscal Impact

BUDGET IMPACT:

The cost for 2012 is 1.5% Since the contract increases are spread out over 2012 and 2013, the overall adjustment is equivalent to 3.25% over the two year period. For reference, this wage settlement is similar to the Public Works Collective Bargaining Agreement approved by City Council on August 3, 2011, and the Firefighters Collective Bargaining Agreement approved by the City Council on September 20, 2011.

Attachments

Resolution No. 11-130
2012-2013 Sgts Agreement

Form Review

Inbox	Reviewed By	Date
Matt Fulton	Jill Pocklington	11/30/2011 10:45 AM
Jill Pocklington (Originator)	Jill Pocklington	11/30/2011 10:48 AM
Matt Fulton	Matt Fulton	11/30/2011 02:58 PM
Form Started By: Jill Pocklington		Started On: 11/30/2011 09:16 AM
Final Approval Date: 11/30/2011		

RESOLUTION NO. 11-130

**RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN
THE CITY OF COON RAPIDS AND
THE LAW ENFORCEMENT LABOR SERVICES LOCAL 362
FOR THE TERM JANUARY 1, 2012 THROUGH DECEMBER 31, 2013**

WHEREAS, the City of Coon Rapids (“City”) recognizes the Law Enforcement Labor Services Local 362 (“Union”) as the exclusive bargaining representative under Minnesota Statutes, Chapter 179A, for the sergeant job classification identified in the collective bargaining agreement; and

WHEREAS, representatives of the City of Coon Rapids and representatives of the Law Enforcement Labor Services Local 362, representing the sergeants bargaining unit, reached a tentative agreement through the collective bargaining process.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Coon Rapids, Minnesota, approves the terms of the tentative agreement, which are as follows:

1. Contract Duration: Two years, calendar years 2012 – 2013.
2. Amend Article 22.1, Injury on Duty, to read as follows:
An Employee injured in the line of duty, covered by Workers’ Compensation laws of the State of Minnesota, and eligible for Workers’ Compensation pay, shall be guaranteed the Employee’s regular pay by the Employer for 90 work days. The Employer will pay the difference between the Sergeant’s weekly pay and his/her weekly Workers’ Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers’ Compensation checks. At the end of the 90-day work day period, an Employee may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers’ compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the Employee to provide a doctor’s certificate stating that the Employee is capable of returning to work, either in a limited duty capacity or to resume Employee’s normal duties.
3. Wages: Amend Appendix A to increase wages:
1% increase effective January 1, 2012, and 1% increase effective July 1, 2012.
1% increase effective January 1, 2013, and 1.5% increase effective July 1, 2013.

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and the City Manager to execute five copies of an agreement reflecting the terms of the settlement upon receipt of the same executed by the designated bargaining unit representatives.

Adopted by the Coon Rapids City Council this 6th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

AGREEMENT

BETWEEN

CITY OF COON RAPIDS

AND

LAW ENFORCEMENT LABOR SERVICES, INC.



*COON RAPIDS POLICE SERGEANTS
(LOCAL #362)*

JANUARY 1, 2012 THROUGH DECEMBER 31, 2013

TABLE OF CONTENTS

1.	PURPOSE.....	1
2.	RECOGNITION.....	1
3.	DEFINITIONS.....	1
4.	EMPLOYER SECURITY.....	2
5.	EMPLOYER AUTHORITY.....	2
6.	UNION SECURITY.....	3
7.	GRIEVANCE PROCEDURE.....	3
8.	SAVINGS CLAUSE.....	6
9.	SENIORITY.....	6
10.	DISCIPLINE.....	7
11.	WORK SCHEDULES.....	7
12.	OVERTIME.....	8
13.	TRAINING.....	8
14.	COURT TIME.....	8
15.	CALL-BACK TIME.....	9
16.	WORKING OUT OF CLASSIFICATION.....	9
17.	INSURANCE.....	9
18.	UNIFORMS.....	10
19.	HOLIDAYS.....	11
20.	VACATIONS.....	11
21.	SICK LEAVE.....	12
22.	INJURY ON DUTY.....	12
23.	COMPUTATION OF SERVICE TIME.....	13
24.	WAGES AND LONGEVITY.....	13
25.	WAIVER.....	14
26.	DURATION.....	14

APPENDIX A – MEMORANDUM OF UNDERSTANDING FOR ON CALL FOR COURT

APPENDIX B – MEMORANDUM OF UNDERSTANDING FOR WELLNESS PROGRAM

**LABOR AGREEMENT BETWEEN THE
CITY OF COON RAPIDS
AND
LAW ENFORCEMENT LABOR SERVICES
LOCAL #362**

This Agreement is entered into between the City of Coon Rapids, hereinafter called the “Employer,” and Law Enforcement Labor Services Inc., Coon Rapids Police Department Sergeants (Local #362) hereinafter called the “Union.”

**ARTICLE 1
PURPOSE**

- 1.1 It is the intent and purpose of this Agreement to:
- A. Establish procedures for the resolution of disputes concerning this Agreement’s interpretation and/or application; and
 - B. Place in written form the parties’ agreement upon terms and conditions of employment for the duration of this Agreement.

**ARTICLE 2
RECOGNITION**

- 2.1 The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative for the bargaining unit certified on September 3, 2010, BMS Case No. 11-PCE-0072 and described as:

All essential licensed employees in the classification of Sergeant employed by the Coon Rapids Police Department, Coon Rapids, Minnesota, who are public Employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential, supervisory, and all other employees.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

**ARTICLE 3
DEFINITIONS**

- 3.1 Union: Law Enforcement Labor Services, Inc., Local #362.

- 3.2 Union Member: A member of Law Enforcement Labor Services, Inc., Local #362.
- 3.3 Employee: A member of the exclusively recognized bargaining unit.
- 3.4 Department: The Coon Rapids Police Department.
- 3.5 Employer: The City of Coon Rapids.
- 3.6 Chief: The Chief of the Coon Rapids Police Department.
- 3.7 Union Officer: Officer elected or appointed by the Union.
- 3.8 Scheduled Shift: A consecutive work period including rest breaks and a lunch break.
- 3.9 Rest Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.10 Lunch Break: A period during the scheduled shift during which the employee remains on continual duty and is responsible for assigned duties.
- 3.11 Strike: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purposes of inducing, influencing, or coercing a change in the conditions or compensation of the rights, privileges, or obligations of employment.
- 3.12 Sergeants Overtime Rate: The overtime rate is calculated at time and a half on the Sergeants Premium Rate and longevity pay.

ARTICLE 4 **EMPLOYER SECURITY**

- 4.1 The Union and its members agree that during the life of this Agreement they will not cause, encourage, participate in, or support any strike, slowdown, or other interruption of or interference with the normal functions of the Employer.

ARTICLE 5 **EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all personnel, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct, and determine the number of personnel; to establish work

schedules; and to perform any inherent managerial function not specifically limited to this Agreement.

- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 6 **UNION SECURITY**

- 6.1 The Employer shall deduct the wages of employees, who authorize such a deduction in writing, an amount necessary to cover monthly Union dues. Such monies shall be remitted as directed by the Union.
- 6.2 The Union may designate two employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choices and changes in the position of steward.
- 6.3 The Employer shall make space available on the employee bulletin board for posting Union notices and announcements.
- 6.4 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE 7 **GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union Representatives and of their successors when so designated as provided by Section 6.2 of the Agreement.
- 7.3 Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances, as hereinafter provided, is limited by the job duties and responsibilities of the Employees and shall, therefore, be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. The aggrieved Employee and Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided that the Employer and the Union Representative

have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

7.4 Procedure. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within 21 calendar days after such alleged violation has occurred, present the grievance to the Captain or such other representative previously designated by the City as its Step 1 grievance representative. The Captain or such other representative previously designated by the City as its Step 1 grievance representative will discuss and give an answer to such Step 1 grievance within 10 calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within 10 calendar days after the Captain or such other representative previously designated by the City as its Step 1 grievance representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the Union within 10 calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police or such other representative previously designated by the City as its Step 2 grievance representative. The Chief of Police or such other representative previously designated by the City as its Step 2 grievance representative shall give the Union the Employer's Step 2 answer in writing within 10 calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within 10 calendar days following the Chief of Police or such other representative previously designated by the City as its Step 2 grievance representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within 10 calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the City Manager. The City Manager shall give the Union the Employer's answer in writing within 10 calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within 10 calendar days following the City Manager's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within 10 calendar days shall be considered waived.

If the grievance is not resolved at Step 3 of the grievance procedure, by mutual consent, the parties may submit the matter to mediation with the Bureau of Mediation Services. This step will not limit the time requirement for the Union to appeal the City's denial of a grievance at Step 3 to Step 4 except by mutual agreement.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration, subject to the provisions of the Public Employment Labor

Relations Act of 1971, as amended by notifying the Commissioner of the Bureau of Mediation Services in writing within the time for appeal noted above that the matter is being submitted to arbitration. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the State of Minnesota Bureau of Mediation Services. A grievance must be scheduled for arbitration within three (3) months of the date that the parties receive the list of arbitrators from the Bureau of Mediation Services or it will be considered "waived."

7.5 Arbitrator's Authority.

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decisions shall be binding on both the Employer and the Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union provided that each party will be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.

7.7 Choice of Remedy. If, as a result of the written response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 7 or a procedure such as Civil Service, Veteran's Preference, or the Human Rights Department. If appealed to any procedure other than

Step 4 of Article 7, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article 7. Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure. The aggrieved Employee shall indicate in writing which procedure is to be utilized--Step 4 of Article 7 or another appeal procedure--and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved Employee from making a subsequent appeal through Step 4 of Article 7.

ARTICLE 8 **SAVINGS CLAUSE**

- 8.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and the City of Coon Rapids. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the written request of either party.

ARTICLE 9 **SENIORITY**

- 9.1 Seniority shall be determined by the Employee's length of continuous full-time employment with the Police Department and posted in an appropriate location.
- 9.2 During the probationary period, a newly hired or rehired Employee may be discharged at the sole discretion of the Employer.
- 9.3 During the probationary period, a promoted or reassigned Employee may be replaced in their previous position at the sole discretion of the Employer.
- 9.4 A reduction of work force will be accomplished on the basis of seniority. Employees shall be recalled from a layoff on the basis of seniority. An Employee on a layoff shall have an opportunity to return to work within two years after layoff and before any new Employee is hired.
- 9.5 Senior Employees will be given preference with regard to transfer, job classification assignments, and promotions when the job-relevant qualifications of Employees are equal.

ARTICLE 10
DISCIPLINE

- 10.1 The Employer will discipline Employees for just cause only. Discipline will be in one or more of the following forms: (a) oral reprimand, (b) written reprimand, (c) suspension, (d) demotion, or (e) discharge.
- 10.2 Suspension, demotions, and discharges shall be in written form.
- 10.3 Written reprimands, notices of suspension, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. Employees and the Union shall receive a copy of such reprimands or notices.
- 10.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.
- 10.5 Discharges shall be preceded by a five-day suspension without pay.
- 10.6 Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a Union representative present at such questioning.
- 10.7 Grievances relating to suspensions, demotions, or discharges pursuant to the terms of this Article shall be initiated by the Union in Step 3 of the grievance procedure under Article 7.

ARTICLE 11
WORK SCHEDULES

- 11.1 The normal work year is 2,080 hours to be accounted for by each Employee through hours worked on assigned shifts, holidays, and authorized leave time.
- 11.2 Holidays and authorized leave time are to be calculated on the basis of the actual length of time of the assigned shifts; provided, that if the City adopts a schedule with 10-hour shifts, vacation and sick leave pay shall be calculated on the basis of an eight-hour day.
- 11.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

ARTICLE 12
OVERTIME

- 12.1 In accordance with Section 3.12, overtime for Sergeants is calculated on the premium rate and longevity pay for hours worked in excess of a regularly scheduled shift. Changes of shifts do not qualify an Employee for overtime under this Article.
- 12.2 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 12.3 Overtime will be calculated to the nearest 15 minutes.
- 12.4 Employees have the obligation to work overtime or call-backs if requested by the Employer unless unusual circumstances prevent the Employee from working.

ARTICLE 13
TRAINING

- 13.1 For each training session assigned by the Employer within the Fair Labor Standards Act (FLSA) cycle maximum, the Employee shall receive his or her regular rate of compensation or compensatory time off at the same rate. Training time assigned by the Employer, which falls outside of the Fair Labor Standards Act (FLSA) cycle maximum, shall be compensated at one and one-half times the Employee's regular rate of compensation or compensatory hours at the same rate.
- 13.2 If an Employee desires to participate in a training course for which he or she is not assigned, the off-duty officer may do so only with prior approval of the Chief's designee and shall be compensated only on a straight-time basis for the time actually spent in the course.
- 13.3 If an Employee fails to qualify during the regularly scheduled firearms training sessions, he or she will be expected to qualify on his/her own time at a date and time to be specified by the Chief or the Chief's designee.

ARTICLE 14
COURT TIME

- 14.1 An Employee who has been notified to appear in court during his/her scheduled time off, and the required court appearance is cancelled less than 24 hours before the scheduled appearance, shall be paid three hours at the Sergeants Premium Rate of pay or three hours compensatory time. An Employee who is required to appear in court during his/her scheduled off duty time shall be paid a minimum of three hours at the Sergeants overtime rate or receive compensatory time off at a time and a half. An extension or early report to

a regularly scheduled shift for court appearance does not qualify the Employee for the three-hour minimum.

ARTICLE 15
CALL-BACK TIME

- 15.1 An Employee who is called to duty during his or her scheduled off duty time shall be compensated a minimum of two hours at the Sergeants overtime rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum.

ARTICLE 16
WORKING OUT OF CLASSIFICATION

- 16.1 Employees assigned by the Employer to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification for the duration of the assignment.

ARTICLE 17
INSURANCE

- 17.1 All eligible Employees shall be offered participation in the Employer's group insurance programs on the same basis as offered to the majority of other employees of the City. An eligible Employee is defined as an individual who would be covered under the insurance coverage provisions of the City's personnel policies. The Employer will make available and contribute toward group insurance on the same basis as the program in effect for a majority of the other active employees of the City.
- 17.2 Employees covered by this agreement shall be eligible to participate in the pretax health benefits cafeteria plan available to non-organized employees of the City which allows designation of some compensation for use to cover certain health expenses pursuant to the provisions of the plan and applicable tax code provisions.
- 17.3 Employees hired before March 1, 2007, who meet the following eligibility conditions and requirements, may participate in the essential retiree insurance program:
- A. The program shall be available only to essential Employees hired before March 1, 2007, who retire from City employment with at least 20 years of service as an essential Employee with the City.
 - B. Eligibility for the City contribution to the program shall commence on the later of the Employee's retirement or 55th birthday and will cease at the earlier of the Employee's death or 65th birthday.

- C. Any Employee who retires with twenty or more years of service but before reaching age 55 must maintain coverage with the group, unless the Employee is ineligible for coverage because of residency, at his/her own expense in order to remain eligible for the City contribution at age 55.
- D. The Employer's contribution toward this program shall be equal to the amount of the Employer's contribution toward the premium of single health insurance under the group plan or plans available to active Employees.
- E. For purposes of this program, the term "essential employee" means an Employee holding a position eligible to be covered and in fact covered by the Public Employees Police and Fire retirement fund, as defined in M.S. 353.64.
- F. The City contribution for retirees will be toward health insurance coverage under any available City group plan. In the event that an eligible retiree subsequently becomes ineligible for coverage under any available City group plan because of residency, the City will pay an amount up to the highest basic single group insurance premium that is paid by the City for active employees provided the retiree provides proof of coverage under a different health insurance policy. This City contribution will be paid to the applicable insurer.

ARTICLE 18
UNIFORMS

- 18.1 Employees shall be reimbursed for maintenance and replacement of uniforms in the amount of \$810 in 2012 and 2013. Payment of this amount shall be made in conjunction with the second pay period in the month of January of each year.
- 18.2 Uniform allowance is paid in advance. Any Employee leaving employment prior to the end of the year for which a clothing allowance was paid, shall reimburse the Employer for the unused portion of the allowance with the allowance to be prorated on a monthly basis. The reimbursement payable shall be deducted from the Employee's last check or from his/her severance pay.

ARTICLE 19
HOLIDAYS

- 19.1 Each Employee is entitled to 12 paid holidays annually. Each Employee may exercise the option to sell any or all holidays to the Employer. It is also agreed that the members of this Union will commit to the use of holidays or cashing in holidays during the month of January or the month of December at the option of the Employee, and that payment will be made in January or December in accord with the request date. No holiday may be carried forward into the next year. If holidays are sold back under a 10-hour shift plan, the holiday pay shall be based on 10 hours.
- 19.2 Each Employee who is ordered to work on the following holidays shall receive compensation for such hours at the rate of time and one-half for each hour worked:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4	Christmas Day
Labor Day	New Year's Eve Day

ARTICLE 20
VACATIONS

- | | | |
|------|---|---------|
| 20.1 | 1 through 5 years | 10 days |
| | 6 through 10 years | 15 days |
| | During 11 th year | 16 days |
| | During 12 th year | 17 days |
| | During 13 th year | 18 days |
| | During 14 th year | 19 days |
| | During 15 th – 20 th year | 20 days |
| | During 21 st year | 21 days |
| | During 22 nd year | 22 days |
| | During 23 rd year | 23 days |
| | During 24 th year | 24 days |
| | During 25 th and subsequent years | 25 days |
- 20.2 As a vacation bonus to induce use of vacation during winter months, the parties have agreed that vacation taken by members of this Union during the winter months (November – March) shall be charged at the rate of nine hours per 10 hours used.
- 20.3 One continuous vacation period shall be selected on the basis of seniority until February 1 each calendar year.

ARTICLE 21
SICK LEAVE

- 21.1 Sick leave shall be granted to all full-time Employees at the rate of one working day for each calendar month of full-time service or major fraction thereof. However, probationary Employees may be allowed the use of eight hours of sick leave to attend funerals of immediate family members, which will be deducted from their accrual or final pay if terminated with a deficit in their sick leave account.
- 21.2 Sick leave shall be computed on a calendar year basis and may be accumulated up to a maximum of 960 hours, provided that when an Employee reaches the 960-hour maximum accrual, the Employee may continue to accrue one day a month sick leave to be banked and used for illness. Employees hired after January 1, 2003, accrue sick leave into a separate sick leave bank after the first 960 hours have accumulated. Employees hired before January 1, 2003, maintain one sick leave bank and will not be required to exhaust the initial 960 hour sick leave accrual. One-half of all accrued sick leave will be paid at the Employee's current hourly rate, not to exceed 480 hours, upon the death or severance of a Union member under honorable conditions, provided the Union member has a minimum of three years of employment with the Employer.
- 21.3 An Employee who is absent from work due to illness for more than one day may be required to present a doctor's certificate of the Employee's illness and recovery, if the Employee is suspected of misusing the sick leave privilege. The City will reimburse the Employee for any out of pocket medical expense (limited to in-network physicians) associated with the City required office visit or may require the Employee to see a City-designated physician. This reimbursement requirement does not apply to office visits associated with obtaining FMLA certification, workers' compensation matters, or Employee initiated to document work restrictions.

ARTICLE 22
INJURY ON DUTY

- 22.1 An Employee injured in the line of duty, covered by Workers' Compensation laws of the State of Minnesota, and eligible for Workers' Compensation pay, shall be guaranteed the Employee's regular pay by the Employer for 90 work days. The Employer will pay the difference between the Sergeant's weekly pay and his/her weekly Workers' Compensation check. Employees will receive credit for sick leave used in bona fide injury cases prior to receipt to their Workers' Compensation checks. At the end of the 90-day work day period, an Employee may draw on his/her accumulated sick leave and vacation subject to approval of the Chief of Police. Employees drawing workers compensation benefits will not receive supplementary injury on duty pay pursuant to this Article or sick leave pay which provides for more after-tax pay than the employee made while working. The Employer may require the Employee to provide a doctor's certificate stating that the Employee is capable of returning to work, either in a limited duty capacity or to resume Employee's normal duties.

ARTICLE 23
COMPUTATION OF SERVICE TIME

- 23.1 In computing service time for vacation purposes, the following formula will prevail:
- A. When the entrance date of employment with the Employer is on January 1 or after and prior to October 1 of any year, Employees will be deemed to have completed one year of service at 11:59 p.m. on December 31 of such year.
 - B. When the entrance date of employment with the Employer is on October 1 or after and prior to December 31 at 11:59 p.m. of any year, Employees will be deemed to have completed one year's service on December 31 at 11:59 p.m. following the Employer's first anniversary of employment with the Employer.
- 23.2 The anniversary date of employment will be used for computing time in service for pay increments.

ARTICLE 24
WAGES AND LONGEVITY

- 24.1 Sergeants shall be paid on the following schedule:

<u>Month/Year</u>	<u>Base Rate*</u>	<u>Premium Rate**</u>	<u>Annual***</u>
January 1, 2012	\$33.271/hour	\$40.590/hour	\$84,427.38
July 1, 2012	\$33.603/hour	\$40.996/hour	\$85,271.65
January 1, 2013	\$33.939/hour	\$41.406/hour	\$86,124.37
July 1, 2013	\$34.448/hour	\$42.027/hour	\$87,416.23

For 2012 and 2013 the Sergeants compensation will be 22 percent above the top patrol hourly rate.

*The base rate is the top patrol hourly rate.

**The premium rate for Sergeant is the base hourly rate multiplied by 22%.

***Sergeants premium rate times 2080 hours, rounded to nearest dollar.

- 24.2 Employees shall be entitled to longevity pay as follows:
- A. After 8 years of continuous employment—5% of the base rate per month.
 - B. After 12 years of continuous employment—7% of the base rate per month.
 - C. After 16 years of continuous employment—9% of the base rate per month.

ARTICLE 25
WAIVER

- 25.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with provisions of this Agreement, are hereby superseded.
- 25.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The Employer and the Union each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this Agreement was negotiated or executed.

ARTICLE 26
DURATION

- 26.1 This Agreement will be effective as of January 1, 2012, and will remain in full force and effect until December 31, 2013. In witness thereof, the parties hereto have executed this agreement on this _____ day of _____, 2011.

LAW ENFORCEMENT LABOR
SERVICES, INC.

CITY OF COON RAPIDS

Len McFarland, Business Agent

Tim Howe, Mayor

Tom Hawley, Steward

Matthew S. Fulton, City Manager

John Stahnke, Steward

APPENDIX A

**Memorandum of Agreement
Between the City of Coon Rapids
And
Law Enforcement Labor Services, Inc.
Local #362 (Police Sergeants)
2012-2013 Collective Bargaining Agreement
(On Call for Court)**

The parties agree to recognize and continue for the duration of this 2012-2013 collective bargaining agreement the existing practice whereby Sergeants who are required to be on stand by for court are compensated at the rate of one hour's pay or compensatory time off for each hour on standby.

For the City of Coon Rapids:

For the Union:

City Manager

Business Agent

Date:

Date:

APPENDIX B

**Memorandum of Agreement
Between the City of Coon Rapids
And
Law Enforcement Labor Services, Inc.
Local #362 (Police Sergeants)
2012-2013 Collective Bargaining Agreement
(Wellness Program)**

The parties agree that the members of this bargaining unit will participate in the City's wellness program on the same basis as the City's nonunion program as negotiated in 2010. In exchange for participation in the City's wellness program, the Sick Leave Incentive program (referenced as Article 21.4 of the 2010-2011 Sergeants Labor Agreement) ceased for Sergeants on December 31, 2011.

In the event that the City's wellness program incentives change in value from the 2011 program, the parties may renegotiate this issue. Both parties agree it is reasonable the City will modify biometric screening categories and thresholds from time to time to better meet City wellness programming goals and that such modifications will not be considered a change in value that would require renegotiation.

For the City of Coon Rapids:

For the Union:

City Manager

Business Agent

Date: _____

Date: _____



City Council Regular

13. j.

Meeting Date: 12/06/2011

Subject: Introduce Ordinance Amending the City's Zoning Map, Steve Culley, 325/311/295 Northdale Blvd, PC 11-31

From: Scott Harlicker, Planner

INTRODUCTION

The applicants are requesting the introduction of an ordinance rezoning certain properties from Office to Community Commercial.

DISCUSSION

Background

The proposed action is a change to the land use designation and zoning from *Office* to *Community Commercial*. The area consists of three lots and total 1.52 acres.

Address	Lot Size	Building size	Use
325 Northdale	26,299 sf.	4,797 sf.	Beauty salon
311 Northdale	15,271 sf.	608 sf.	Vacant house
295 Northdale	24,817 sf.	6,450 sf	Vacant building

The subject properties are adjacent to the Community Commercial zoned properties that make up the Foley Boulevard/ Northdale Boulevard commercial area. The abutting properties to the north are a day care center and a municipal water treatment facility. These uses serve as a buffer between the businesses along Northdale Boulevard and the single family neighborhood to the north. The property to the east is a medical office and is zoned Office/PUD. This parcel and Dogwood Street would serve as a buffer to the residences and the school on the east side of Dogwood Street.

ANALYSIS

Rezoning the subject parcels to *Community Commercial* would be the logical extension of the existing commercial zoning at the intersection Northdale and Foley Boulevards. It is consistent with the *Community Commercial* zoning on the south side of Northdale Boulevard. It would allow the redevelopment or revitalization of the subject parcels in a manner that is compatible and consistent with the other parcels in the commercial node.

The Council should also give consideration to the evaluation criteria found in Section 11- 307 when making their decision on this rezoning request.

Section 11-307 Criteria	Comments
Effect of public health, safety, order, convenience, and general welfare in the area.	OK - The proposed zoning will not adversely impact area. The property is adjacent to community commercial, office and utility land uses.
Effect on present and potential surrounding land uses.	OK – The proposed zoning will not adversely impact the surrounding residential land uses.
Conformance with the Comprehensive Land Use Plan.	OK – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City’s Comprehensive Land Use Plan. The proposed land use designation is Community Commercial.
Conformance with any applicable development district.	N/A – There are is no applicable district plan in this area.

Planning Commission

At the Planning Commission meeting held on November 17th, two residents spoke at the public hearing. They were concerned the rezoning would result in increased traffic and noise. The Commission discussed the types of uses allowed in the *Community Commercial* district and compared them to the uses allowed in the *Office* district. Since most of the additional uses allowed in the *Community Commercial* district require a conditional use permit, noise, as well as any other adverse impacts, can be addressed as part of the conditional use permit process.

Some Commissioners believed that the site constraints on the individual properties would limit redevelopment and reuse possibilities to smaller, less intrusive uses.

Other Commissioners thought that since the *Office* district allows many smaller uses such as office and retail that are suitable for these sites, *Office* is the appropriate zoning district. They believed that the zone change is not required for these properties to be redeveloped or be reused and the proposed change may have detrimental impacts on the area.

Prior to considering the proposed zone change, the Commission made a motion to recommend denial of a proposed Comprehensive Plan amendment from *Office* to *Community Commercial* based on the following:

1. The current land use designation is compatible with the surrounding land use designations and land uses.
2. A change in the land use may have a detrimental impact on the area.
3. A change is not required to allow these parcels to redevelop, the land use designation of office fits more appropriately on these parcels.

The motion failed with a 3:3 vote.

The Commission then made a motion to recommend approval of the proposed zone change based on the following:

1. The proposed rezoning is compatible with the surrounding zoning and land uses.
2. The proposed rezoning would not have an adverse impact on the area.
3. Redeveloping these is parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* zoning to the south and west.
4. The proposed rezoning is consistent with the proposed land use designation of *Community Commercial*.

The motion failed with a 3:3 vote.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Community Development and Redevelopment** section of the City’s long term strategic vision in that the proposed rezoning will facilitate the redevelopment and reuse of underutilized commercial property.

RECOMMENDATION

In Planning Case 11-31, staff recommended the Planning Commission recommend approval of the proposed rezoning. The motion to approve failed with a 3:3 vote.

Staff’s recommendation to the City Council is to **introduce** the attached ordinance **approving** the proposed zone change based on the following findings:

1. The proposed rezoning is compatible with the surrounding zoning and land uses.
2. The proposed rezoning would not have an adverse impact on the area.
3. Redeveloping these parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* zoning to the south and west.
4. The proposed rezoning is consistent with the proposed land use designation of *Community Commercial*.

Attachments

Location Map

Zoning Map

PC staff report

PC minutes 11-17

Ordinance

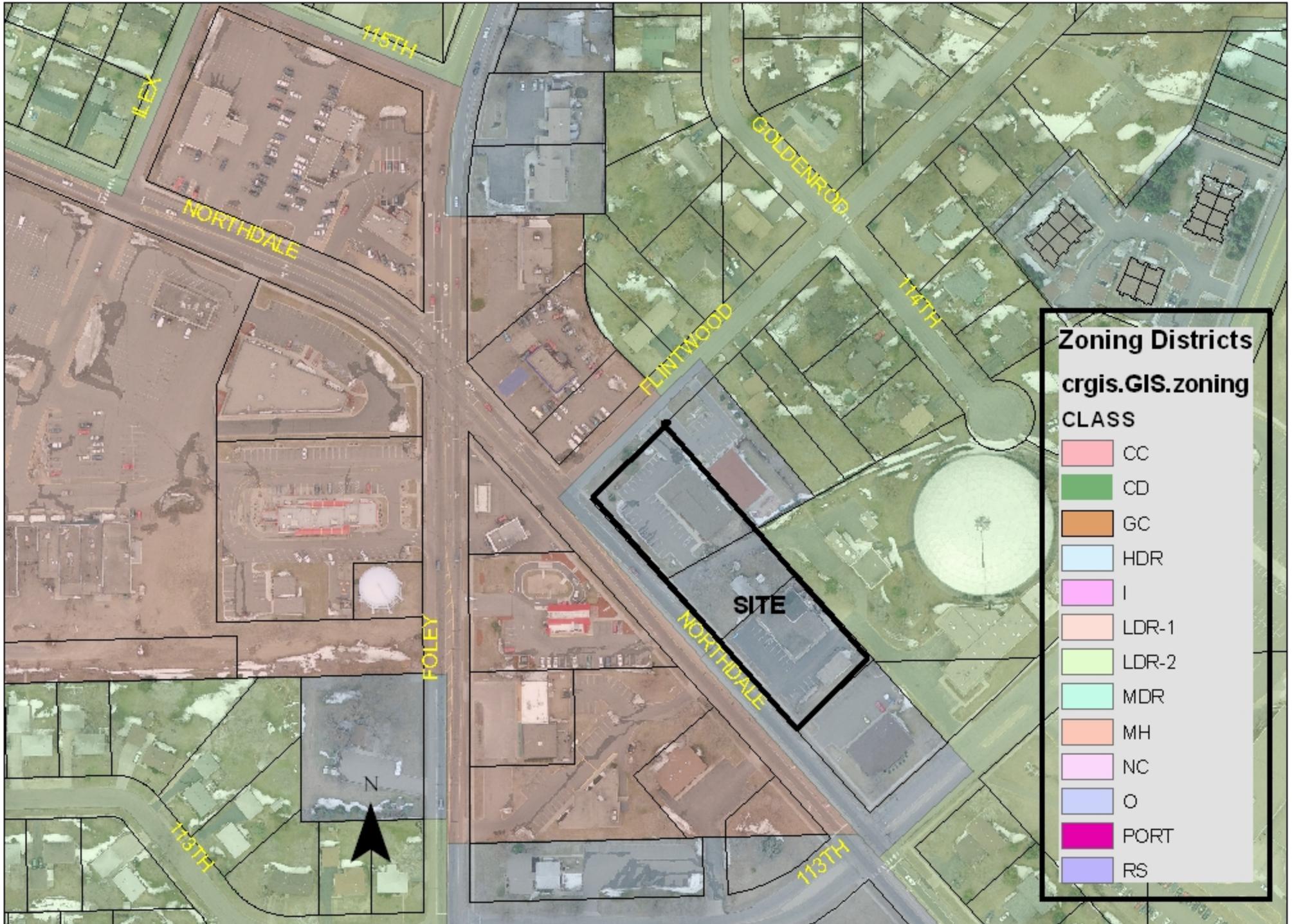
Form Review

Inbox	Reviewed By	Date
Marc Nevinski	Scott Harlicker	11/29/2011 02:21 PM
Scott Harlicker (Originator)	Scott Harlicker	11/29/2011 02:36 PM
Scott Harlicker (Originator)	Scott Harlicker	11/29/2011 02:36 PM
Marc Nevinski	Marc Nevinski	11/29/2011 02:43 PM
Scott Harlicker (Originator)	Scott Harlicker	11/29/2011 03:03 PM
Marc Nevinski	Marc Nevinski	11/29/2011 03:11 PM
Matt Fulton	Matt Fulton	11/30/2011 03:04 PM
Form Started By: Scott Harlicker		Started On: 11/29/2011 11:21 AM
Final Approval Date: 11/30/2011		

Location Map



Zoning Map





TO: Planning Commission

FROM: Scott Harlicker,
Planner

DATE: November 17, 2011

**SUBJECT: Planning Case 11-31
Zone Change from Office to
Community Commercial
Steve Culley and City of Coon
Rapids
295, 311 and 325 Northdale
Boulevard**

INTRODUCTION

The applicants are requesting approval of a zone change from Office to Community Commercial.

ACTIONS

Conduct a public hearing
Recommendation by Planning Commission
Introduction of ordinance by City Council on
December 6, 2011

ATTACHMENTS

Air photo of area
Zoning Map
Narrative
List of permitted and conditional uses

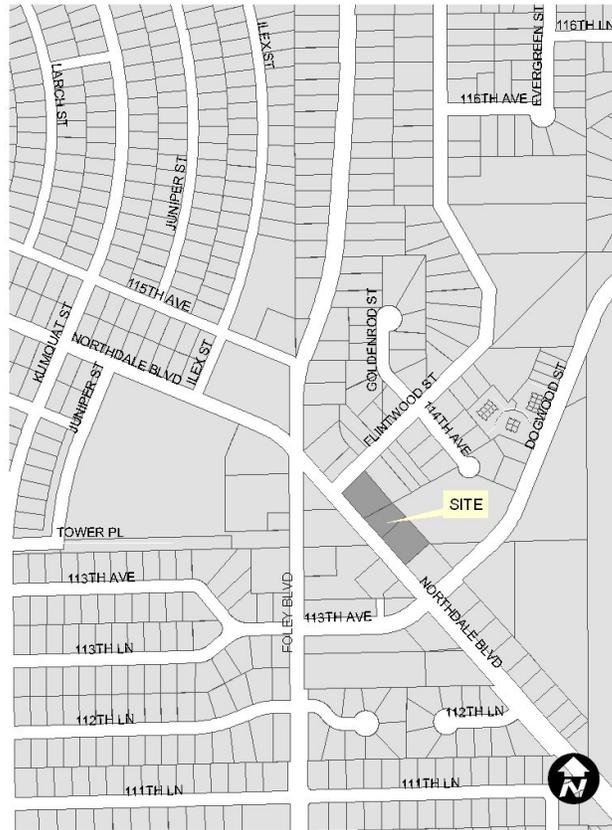
60 DAY RULE

The applicant submitted this application on October 28, 2011. To comply with the requirements of Minnesota Statute §15.99, the City must approve or deny the application by December 27, 2011

LOCATION

The subject properties are located on the north side of Northdale Boulevard, between Flintwood and Dogwood Streets.





SURROUNDING AREA

	Existing Use	Comprehensive Plan	Zoning
Subject Properties	Beauty salon, vacant house, vacant retail building	Office	Office
North	Water treatment plant and day care	Institutional and Office	Low Density Residential2 and Office
South	Northdale Boulevard, gas station, fast food restaurant and office building	Community Commercial	Community Commercial
East	Office building	Office	Office/PUD
West	Flintwood St. and an auto repair business	Community Commercial	Community Commercial

BACKGROUND

The proposed action is a change to the land use designation from *Office* to *Community Commercial*. The area consists of three lots and total 1.52 acres.

Address	Lot Size	Building size	Use
325 Northdale	26,299 sf.	4,797 sf.	Beauty salon
311 Northdale	15,271 sf.	608 sf.	Vacant house
295 Northdale	24,817 sf.	6,450 sf	Vacant building

The subject properties are adjacent to the Community Commercial zoned properties that make up the Foley Boulevard/ Northdale Boulevard commercial area. The abutting properties to the north are a day care center and a municipal water treatment facility. These uses serve as a buffer between the businesses along Northdale Boulevard and the single family neighborhood to the north. The property to the east is a medical office and is zoned Office/PUD. This parcel and Dogwood Street would serve as a buffer to the residences and the school on the east side of Dogwood Street.

ANALYSIS

When considering a request to rezone property, the Commission should evaluate if there was some mistake in the original zoning, or if the character of the neighborhood has changed so that a reasonable use of the property cannot be made under the current zoning classification.

Rezoning the subject parcels to *Community Commercial* would be the logical extension of the existing commercial zoning at the intersection Northdale and Foley Boulevards. It is consistent with the *Community Commercial* zoning on the south side of Northdale Boulevard. It would allow the redevelopment or revitalization of the subject parcels in a manner that is compatible and consistent with the other parcels in the commercial node.

The Planning Commission should also give consideration to the evaluation criteria found in Section 11- 307 when making their recommendation on rezoning requests.

Section 11-307 Criteria	Comments
Effect of public health, safety, order, convenience, and general welfare in the area.	OK - The proposed zoning will not adversely impact area. The property is adjacent to community commercial, office and utility land uses.
Effect on present and potential surrounding land uses.	OK – The proposed zoning will not adversely impact the surrounding residential land uses.

Conformance with the Comprehensive Land Use Plan.	OK – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City’s Comprehensive Land Use Plan. The proposed land use designation is Community Commercial.
Conformance with any applicable development district.	N/A – There are is no applicable district plan in this area.

RECOMMENDATION

In Planning Case 11-31, recommend approval of the proposed zone change based on the following findings:

1. The proposed rezoning is compatible with the surrounding zoning and land uses.
2. The proposed rezoning would not have an adverse impact on the area.
3. Redeveloping these is parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* zoning to the south and west.
4. The proposed rezoning is consistent with the proposed land use designation of *Community Commercial*.

5. COMPREHENSIVE PLAN AMENDMENT

5A. PLANNING CASE 11-30 – STEVE CULLEY – LAND USE PLAN AMENDMENT FROM OFFICE TO COMMUNITY COMMERCIAL – 295, 311 AND 325 NORTHDALÉ BOULEVARD – PUBLIC HEARING

It was noted the applicants are requesting approval of an amendment to the City's Comprehensive Land Use Plan and rezoning to change the land use designation and zoning from Office to Community Commercial. Planner Harlicker reviewed the current land use map with the Commission noting the majority of properties fronting Northdale Boulevard were Community Commercial. He discussed the viability of the locations becoming commercial uses. Staff recommended approval of the amendment.

Chairman Naeve requested further information on the types of uses that would be allowed within the Community Commercial zoning district that was not allowed in the Office zoning district. Planner Harlicker explained restaurants, fast food, off-sale liquor, some adult uses, automobile parts store, car wash, commercial recreation, roller rink, indoor movie theater, automobile rental facility, tavern or bar, new car dealership, greenhouse/nursery, commercial printing, newspaper distribution, and small engine repair would be allowed. He indicated most of the uses would require a conditional use permit, except for a restaurant or fast food establishment.

Chairman Naeve opened the public hearing at 6:58 p.m.

Jack Keepy, 318 114th Avenue, thanked Staff for clarifying the permitted or allowed uses for these sites. He questioned if Northdale was being redeveloped in the next few years. Community Development Director Nevinski stated the County was proposing to upgrade Foley Boulevard and this intersection would be realigned. Several properties to the east of the intersection would be impacted when this work is completed. He indicated this was not a foregone conclusion and was merely in a proposal phase.

Peggy Hickey, 310 114th Avenue NW, commented the water treatment plant was not a buffer to the neighboring properties. She was pleased that the residential property was being rezoned as this had been a rental property. Ms. Hickey expressed concern with the level of noise created by the Montessori school and asked if the City's noise ordinance was being followed. She did not want to see any increased evening noise with the new businesses, or additional adult uses/bars.

Community Development Director Nevinski commented that with the alcohol regulations he did not see the potential for a bar to locate in this area. He noted a liquor store was already located in the neighborhood and with the one mile radius requirement for liquor stores this would not be an option for these sites either.

Ms. Hickey expressed concern with the traffic entering and exiting these sites stating it was difficult to get onto Northdale Boulevard.

Chairman Naeve closed the public hearing at 7:11 p.m.

Chairman Naeve questioned if the comprehensive land use amendment was contingent on approval of the zone change. Planner Harlicker stated this could be made a condition for approval.

Commissioner Lipinski thanked the residents for addressing the Commission this evening and for raising their concerns. He indicated traffic to and from these sites could be a concern. He recommended small businesses locate on these properties.

Commissioner Geisler stated Community Commercial was a more intense use for these small sites. She indicated parking constraints concerned her due to the fact these sites were small. She suggested a conditional use within Office be sought for these properties versus the proposed rezoning.

Commissioner Schwartz questioned if the center property (311) was bank foreclosed. Community Development Director Nevinski noted the property was bank owned at one time, but the property has since been purchased by the HRA.

Commissioner Schwartz asked if the 311 property be combined with an adjacent parcel to create a larger lot which would create a site for a larger business. Community Development Director Nevinski stated this could be an option. He noted the City did have a utility easement over the 311 property to gain access to the water treatment facility.

Commissioner Schwartz did not support the proposal at this time given the fact more intense uses could be placed on these lots and would greatly affect traffic flow and the neighborhood.

Chairman Naeve commented she did not see a great difference between Office and Community Commercial. She understood Community Commercial was the zoning designation across the street and supported the land use amendment at this time.

Commissioner Geisler indicated if the sites were changed from Office to Community Commercial, the City gave up the right to place conditions on several types of business uses. She explained that retail was permitted within the Office zoning designation as a conditional use. She felt the locations along Northdale Boulevard would suit small retail businesses well.

Commissioner Lattimore commented that while the land use amendment was consistent with the neighboring properties, he felt the City would be losing some control over the future businesses if the land use plan amendment were to proceed.

MOTION BY COMMISSIONER GEISLER, SECONDED BY COMMISSIONER SCHWARTZ, TO RECOMMEND DENIAL IN PLANNING CASE 11-30, OF THE PROPOSED LAND USE AMENDMENT BASED ON THE FOLLOWING FINDINGS:

1. THE CURRENT LAND USE DESIGNATION IS COMPATIBLE WITH THE SURROUNDING LAND USE DESIGNATIONS AND LAND USES.
2. A CHANGE IN THE LAND USE MAY HAVE A DETRIMENTAL IMPACT ON THE AREA.
3. A CHANGE IS NOT REQUIRED TO ALLOW THESE PARCELS TO REDEVELOP AS THE LAND USE DESIGNATION OF OFFICE FITS MORE APPROPRIATELY ON THESE PARCELS.

Commissioner Lattimore thanked the residents for bringing their concerns to the Commission this evening. He questioned why the original rezoning request was made. Community Development Director Nevinski stated Mr. Culley was interested in moving his business from across town to one of these sites. His business includes screen printing and embroidery. The office district does not allow for this type of business even as a conditional use.

Chairman Naeve questioned if the language for the findings was acceptable. Community Development Director Nevinski approved of the stated findings and noted he would review the tape to assure the comments were captured.

Chairman Naeve commented she felt Community Commercial was a more fitting designation for these sites. Community Development Director Nevinski commented the Planning Commission was making a recommendation to the Council this evening and the final findings of fact would be made by the Council.

THE MOTION FAILED 3-3 (STEVENS, LIPINSKI AND CHAIRMAN NAEVE OPPOSED).

Chairman Naeve questioned how this item would proceed. Community Development Director Nevinski indicated a tie in this case would be forwarded to the Council with a recommendation for denial.

Commissioner Geisler asked if discussion could be reopened because there was a tie vote. Community Development Director Nevinski was uncertain.

Chairman Naeve requested the Commission take a short recess to allow time for Staff to seek further information from Roberts Rules of Order on how to proceed with this issue given the fact the vote was tied.

The Planning Commission recessed at 7:35 p.m.

The Planning Commission reconvened at 7:44 p.m.

Chairman Naeve did not have a definitive answer but stated it appeared a tied motion for denial would proceed to the Council.

This is a recommendation to the City Council that will be considered at the December 20, 2011 City Council meeting.

6. ZONE CHANGE

6A. PLANNING CASE 11-31 – STEVE CULLEY – ZONE CHANGE FROM COMMUNITY COMMERCIAL OFFICE TO COMMUNITY COMMERCIAL, 295, 311 AND 325 NORTHDALÉ BOULEVARD – PUBLIC HEARING

It was noted the applicants are requesting approval of a zone change from Office to Community Commercial.

Chairman Naeve opened the public hearing at 6:58 p.m.

See the discussion above under Item 5A.

Chairman Naeve closed the public hearing at 7:11 p.m.

MOTION BY COMMISSIONER STEVENS, SECONDED BY COMMISSIONER LIPINSKI, TO RECOMMEND APPROVAL IN PLANNING CASE 11-31, THE PROPOSED ZONE CHANGE BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED REZONING IS COMPATIBLE WITH THE SURROUNDING ZONING AND LAND USES.
2. THE PROPOSED REZONING WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.
3. REDEVELOPING THESE PARCELS AS *COMMUNITY COMMERCIAL* WOULD BE A LOGICAL EXTENSION OF THE EXISTING *COMMUNITY COMMERCIAL* ZONING TO THE SOUTH AND WEST.
4. THE PROPOSED REZONING IS CONSISTENT WITH THE PROPOSED LAND USE DESIGNATION OF *COMMUNITY COMMERCIAL*.

THE MOTION FAILED 3-3 (GEISLER, SCHWARTZ AND LATTIMORE OPPOSED).

This is a recommendation to the City Council that will be introduced at the December 6, 2011 City Council meeting.

ORDINANCE NO.

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF
THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES
IN THE ZONING CLASSIFICATION (PC 11-31)**

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Office to Community Commercial:

The Southwesterly 150 feet, as measured along the Northwesterly and Southeasterly lines, of the following described tract: that part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31, Range 24, Anoka County, Minnesota described as follows:

Beginning at a point in the Northeasterly line of Northdale Boulevard, formerly County Road A, distant 312.9 feet Southeasterly, measured along said Northeasterly line of Northdale Boulevard, formerly County Road A, from a point on the North and South quarter line distant 482.7 feet North of the center of said Section 13; thence Southeasterly along said Northeasterly line of Northdale Boulevard, formerly County Road A, a distance of 156.45 feet; thence Northeasterly to the Southwest corner of the North Half of the Southeast Quarter of the Northeast Quarter of said Section 13, a distance of 1169.5 feet, more or less; thence North to the Northwest corner of said North Half of the Southeast Quarter of the Northeast Quarter; thence Southwesterly to the point of beginning, a distance of 1578.9 feet, more or less, according to the United States Government Survey thereof,

AND

That part of Lot 6, "Auditor's Plat No 8", also known as Auditor's Subdivision No. 8 according to the map or plat thereof on the file and of record in the Office of the County Recorder in and for Anoka County, Minnesota and that part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31 North, Range 24 West, Anoka County, Minnesota described as follows:

Beginning at a point on the Northeasterly right of way line of County Road No. 11 (also known as Northdale Boulevard) as it is presently laid out and traveled 589.35 feet Southeasterly along said right-of-way line of County Road No. 11 from a point on the North-South quarter section line distant 482.7 feet North of the center of said Section 13, thence Southeasterly along said Northeasterly right of way line of County Road No. 11, 160 feet, thence deflecting left 90 degrees in a Northeasterly direction 150 feet, thence deflecting left 90 degrees in a Northwesterly direction 160 feet along a line parallel with and 150 feet from the Northeasterly right of way line of said County Road No. 11, thence deflecting left 90 degrees in a Southwesterly direction 150 feet, more or less, to the point of beginning on the Northeasterly right of way line of said County Road No. 11,

AND

That part of Lot 6, "Auditor's Plat No. 8", according to the map or plat thereof on file and of record in the Office of the County Recorder in and for Anoka County, Minnesota and that part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31 North, Range 24 West, Anoka County, Minnesota described as follows:

Commencing at a point on the Northeasterly right of way line of County Road No. 11 (also known as Northdale Boulevard) as it is presently laid out and traveled 589.35 feet Southeasterly along said right of way line of County Road No. 11 from a point on the North-South quarter section line distance 482.7

feet North of the center of said Section 13, thence Southeasterly along said right of way line of County Road No. 11, a distance of 160 feet more or less, to a point on said right of way line of County Road No. 11 distance 117.83 feet Southeasterly of the East-West quarter line of said Section 13, as measured along said right of way line of County Road No. 11, which point is also the most southerly corner of the below-described Parcel "A" to the point of beginning, thence continue Southeasterly along said right of way line a distance of 5.72 feet, which point is also the most westerly corner of the below-described Parcel "B", thence Northeasterly at right angles a distance of 150.00 feet along the northwesterly line of the below described Parcel "B" to the most northerly corner of the below-described Parcel "B"; thence Northwesterly at right angles a distance of 5.72 feet, more or less, to its intersection with a line drawn perpendicular to the point of beginning and said right of way line which point is also the most easterly corner of the below-described Parcel "A", thence Southwesterly along the southeasterly line of the below-described Parcel "A" a distance of 150.00 feet to the point of beginning of the parcel of land described, together with all hereditaments and appurtenances belonging thereto,

Parcel "A" for the purpose of this instrument:

That part of Lot 6, "Auditor's Plat No. 8", according to the map or plat thereof on the file and of record in the Office of the County Recorder in and for Anoka County, Minnesota and that part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31 North, Range 24 West, Anoka County, Minnesota described as follows:

Beginning at a point on the Northeasterly right of way line of County Road No. 11 (also known as Northdale Boulevard) as it is presently laid out and traveled 589.35 feet Southeasterly along said right of way line of County Road No. 11 from a point on the North-South quarter section line distant 482.7 feet North of the center of said Section 13, thence Southeasterly along said right of way line of County Road No. 11, 160 feet, thence deflecting left 90 degrees in a Northeasterly direction 150 feet thence deflecting left 90 degrees in a Northwesterly direction 160 feet along a parallel line with and 150 feet from the Northeasterly right of way line of said County Road No. 11, thence deflecting left 90 degrees in a Southwesterly direction 150 feet, more or less, to the point of beginning on the Northeasterly right of way line of said County Road No. 11.

Parcel "B" for the purpose of this instrument:

That part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31 North, Range 24 West, Anoka County, Minnesota and that part of Lot 6, "Auditor's Plat No. 8", according to the map or plat thereof on the file and of record in the Office of the County Recorder in and for Anoka County, Minnesota described as follows:

Commencing at the intersection of Northeasterly right of way line of County Road No. 11 (formerly known as County Road A and now also known as Northdale Boulevard) and the East-West Quarter line of Section 13, Township 31 North, Range 24 West, thence Southeasterly along said right of way line a distance of 123.55 feet to the actual point of beginning of tract to be described thence continuing Southeasterly along said right of way line 160 feet, thence Northeasterly at right angles to said right of way line a distance of 150 feet, thence Northwesterly at right angles to last described line a distance of 160 feet, thence Southwesterly 150 feet to the point of beginning,

AND

That part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 31, Range 24, Anoka County, Minnesota, described as follows:

Beginning at a point on the Northeasterly line of said County Road "A" 469.35 feet Southeasterly along the Northeasterly line of said County Road "A" from a point on the North and South quarter section line distant 482.7 feet north of center of said Section 13, thence Southeasterly along said Northeasterly line of County Road "A" a distance of 120 feet; thence deflecting left 90 degrees in a Northeasterly direction 150 feet; thence deflecting left 90 degrees in a Northwesterly direction to its intersection with a line drawn from the point of beginning to the Northwest corner of the South half of the Southeast Quarter of the Northeast Quarter of said Section 13; thence Southwesterly along said line to point of beginning, Anoka County, Minnesota.

Introduced the 6th day of December, 2011.

Adopted on the ____ day of _____, 2011.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk



City Council Regular

13. k.

Meeting Date: 12/06/2011

Subject: Introduce Ordinance Establishing a Stop Sign on 108th Lane at Eagle Street

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Councilmember Sanders contacted City staff regarding traffic issues at 108th Lane and Eagle Street. This request was forwarded to the Traffic Review Committee for review.

DISCUSSION

The Traffic Review Committee met in the field on November 10, 2011 to evaluate Councilmember Sanders traffic concerns at 108th Lane and Eagle Street. During the field review it was determined that sight distance problems exist at the intersection. Due to a combination of planting materials, electric utility equipment and the curvature of the road on Eagle Street, it is difficult to see when traffic on 108th Lane approaches Eagle Street. Removing vegetation may not completely solve this problem. Because Eagle Street functions as a through street, stopping traffic on 108th Lane to allow adequate visibility is appropriate at the intersection.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the City's long term strategic vision by providing an efficient and well maintained roadway system. Installation of a stop sign at 108th Lane at Eagle Street will increase traffic safety and improve traffic flow in the area.

RECOMMENDATION

I recommend the City Council introduce the attached ordinance establishing a stop sign stopping eastbound traffic on 108th Lane at Eagle Street.

Fiscal Impact

BUDGET IMPACT:

This item has no major budget impact other than the initial installation cost of the sign.

Attachments

108th Lane Stop Sign Map

Ordinance

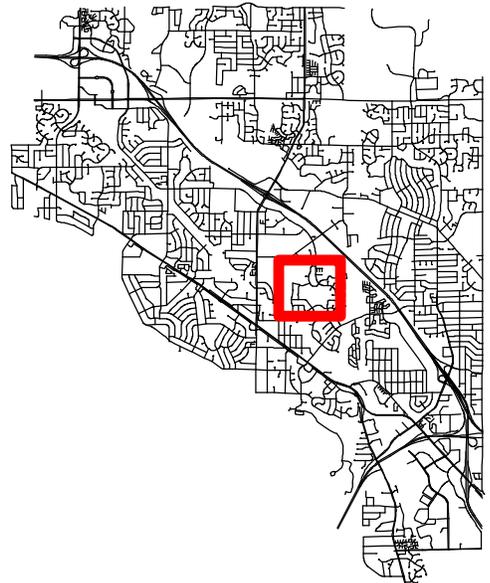
Form Review

Inbox	Reviewed By	Date
Steve Gatlin	Cathy Sorensen	11/30/2011 03:06 PM
Matt Fulton	Matt Fulton	11/30/2011 03:14 PM
Form Started By: Cher Ridout		Started On: 11/29/2011 03:07 PM



COON RAPIDS

Minnesota



ORDINANCE NO.

**AN ORDINANCE ESTABLISHING STOP SIGNS
ON 108th LANE NW AT EAGLE STREET NW**

The City of Coon Rapids does ordain:

Section 1. The installation of stop signs is hereby authorized for stopping eastbound traffic on 108th Lane NW at Eagle Street NW.

Section 2. The Director of Public Services is hereby authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced the 6th day of December, 2011.

Adopted the ____ day of _____, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

13.1.

Meeting Date: 12/06/2011

Subject: Introduce Ordinance and Adopt Resolution Regulating Parking on the South Side of 128th Avenue from Crooked Lake Boulevard to Coon Creek Boulevard

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

This past summer, the Traffic Review Committee received complaints about speeding traffic on 128th Avenue. Upon review, staff discovered that action was taken by the City Council in 1989 to impose parking restrictions on both sides of 128th Avenue from Coon Creek Boulevard to Crooked Lake Boulevard. This was required because of State Aid standards at the time.

Since that date the signs have been removed - apparently by the neighborhood. The Public Works Department reinstalled signs restricting parking on both sides of the street. Residents have requested consideration for removal of parking restrictions on at least one side of the roadway. Consideration of that request is appropriate at this time.

DISCUSSION

After the recent installation of parking restriction signs on both sides of the street, residents on 128th Avenue between Crooked Lake Boulevard and Coon Creek Boulevard have asked for possible consideration to remove parking restrictions on at least one side. Originally restrictions were imposed because of State Aid standards requiring parking prohibitions on both sides of the street for a roadway of 32 feet in width. These State Aid standards have since been changed to allow a roadway of 32 feet to be posted on one side only for no parking. Staff confirmed this change in the State Aid rules. State Aid has indicated that it is possible to remove the old parking restrictions and restrict parking on one side only, based on the new State Aid standards.

This issue has been discussed with the neighborhood and they would prefer to have parking restrictions imposed on the south side of 128th Avenue, the side with mailboxes. Since State Aid has approved this change based on the rule change, it is appropriate to consider action to repeal former parking restrictions and impose new parking restrictions on the south side only. A resolution and ordinance accomplishing these changes have been prepared for Council consideration.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the City's long term strategic vision by providing an efficient and well maintained roadway system.

RECOMMENDATION

I recommend the Council take the following action:

- a. Adopt Resolution No. 11-126 relating to parking restrictions on 128th Avenue from Crooked Lake Boulevard to Coon Creek Boulevard.

b. Introduce an Ordinance repealing Section 2 of Ordinance No. 1292 and banning parking on the south side of 128th Avenue from Crooked Lake Boulevard to Coon Creek Boulevard.

Fiscal Impact

BUDGET IMPACT:

This sign installation will have minimal impact on the Street Department Operating Budget. Costs will include labor costs to remove the no parking signs on one side of 128th Avenue.

Attachments

Ordinance

Form Review

Inbox	Reviewed By	Date
Maribeth Parks	MariBeth Parks	11/30/2011 10:02 AM
Tom Schibilla	Cindy Hintze	11/30/2011 11:46 AM
Steve Gatlin	Cathy Sorensen	11/30/2011 03:06 PM
Matt Fulton	Matt Fulton	11/30/2011 03:18 PM
Form Started By: Cher Ridout		Started On: 11/29/2011 03:46 PM
Final Approval Date: 11/30/2011		

ORDINANCE NO.

**AN ORDINANCE REPEALING SECTION 2 OF ORDINANCE NO. 1292
AND BANNING PARKING ON THE SOUTH SIDE OF 128TH AVENUE
FROM CROOKED LAKE BOULEVARD TO COON CREEK BOULEVARD**

The City of Coon Rapids does ordain:

Section 1. Repeal Section 2 of Ordinance No. 1292 adopted the 5th day of September, 1989.

Section 2. There is hereby established a ban on parking on the south side of 128th Avenue NW from Crooked Lake Boulevard NW to Coon Creek Boulevard NW.

Section 3. The Director of Public Works is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced this 6th day of December, 2011.

Adopted this ____ day of _____.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk