



Council Work Session - 5:30 p.m.

EDA Meeting - 6:45 p.m.

HRA Meeting - 6:50 p.m.

CITY COUNCIL AGENDA

Tuesday, December 20, 2011

7:00 p.m.

Coon Rapids City Center

Council Chambers

Open Mic/Public Comment

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Present Proclamation and Cons. Resolution 11-140 Accepting the Donation of Funds from the 2011 Eisenhower Elementary School Penny Drive

Approval of Minutes of Previous Meetings

Consent Agenda/Informational Business

2. Authorize Final Payment, Bunker Hills Clubhouse - Project 08-20, C-27 Folding Partitions
3. Authorize Final Payment, Bunker Hills Clubhouse - Project 08-20, C-23 Miscellaneous Specialties
4. Authorize Final Payment, Bunker Hills Clubhouse - Project 08-20, C-08 Steel Erection
5. Approve 2012 Workers Compensation Coverage with the League of Minnesota Cities Insurance Trust
6. Approve 2012 Additional License Renewals
7. Informational Item - Corporate Officer Change - Texas Roadhouse 2780 Main Street

Public Hearing

8. Community Development Block Grant Application:
 - a. Public Hearing, 7:00 p.m.
 - b. Authorize Application for Community Development Block Grant Funds for Program Year 2012 for Housing Rehabilitation Program
 - c. Authorize Execution of Agreement for Implementation of 2012 Program

Old Business

9. Cons. Purchase Option for Rolling Frito Lay Sales LP, 9160 Evergreen Boulevard:
 - a. Adopt Ordinance Approving Execution of Option to Purchase Real Property
 - b. Authorize and Direct the Mayor and City Manager to Execute Necessary Documents to Enter into Option
10. Cons. Adoption of Ordinance Amending the City's Zoning Map, Steve Culley and the City of Coon Rapids, 325/311/295 Northdale Boulevard, PC 11-31
11. Cons. Resolution 11-134, Amending the City's Comprehensive Plan, Steve Culley and City of Coon Rapids, Northdale Boulevard. and Flintwood Street, PC 11-30
12. Cons. Adoption of Ordinance Establishing a Stop Sign on 108th Lane at Eagle Street
13. Cons. Parking on the South Side of 128th Ave from Crooked Lake Boulevard to Coon Creek Boulevard:
 - a. Adopt Resolution No. 11-126 Relating to Parking Restrictions on 128th Avenue from Crooked Lake Boulevard to Coon Creek Boulevard
 - b. Adopt 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

New Business

14. Cons. First Amendment to the Harvest Grill Lease at Bunker Hills Golf Club
15. Approve Contract with SRF Consulting to Complete a Highway Interchange Request at Coon Rapids Boulevard and State Trunk Highway 610
16. Accept Proposal from SEH, Inc. for Engineering Services for Watermain Lining on 93rd Avenue/Evergreen Boulevard, Project 12-9
17. Receive Coon Rapids Mortgage Assistance Foundation Report
18. Coon Rapids Mortgage Assistance Foundation Recommendations Concerning Housing Loan and Down Payment Assistance Programs:
 - a. Approve Funding Increases for the Coon Rapids Housing Program Loan Funds
 - b. Authorize Execution of Amendment to the Service Contract with the Center for Energy and Environment
 - c. Approve Amendment to the Program Guidelines of the ReGenerations Down Payment Assistance Loan Program
19. Cons. Resolution No. 11-136 Re-Appropriating Funds within the 2011 General Fund Budget and Amending the 2011 and 2012 Budgets
20. Cons. Resolution No. 11-135 Providing Re-Appropriation of the 2011 General Fund Contingency
21. Government Accounting Standard Board (GASB) Statement 54 Implementation:
 - a. Cons. Resolution No. 11-137 Committing Specific Revenue Sources in Special Revenue Funds
 - b. Cons. Resolution No. 11-138 Committing Fund Balances and Delegating the Authority to Assign Fund Balances
22. Approve Carpet Replacement and Other Repairs at City Hall
23. Authorize Purchase of New Civic Center Chairs and Three-Wheeled Hand Truck
24. Authorize Purchase of Treadmill for Fire Station 2

25. Cons. Resolution 11-133 Establishing 2012 Wage Schedule and Amend the Vacation Accrual Schedule for Unrepresented Employees

Other Business

26. Overflow Parking at Coon Rapids Ice Center

Adjourn



City Council Regular

1.

Meeting Date: 12/20/2011

Subject: Eisenhower Elementary Donation

From: Cathy Sorensen, City Clerk

INTRODUCTION

Patty Sathre from Eisenhower Elementary School would like to present monies collected from this year's Kookies Penny Drive.

DISCUSSION

Eisenhower Elementary's child nutrition staff is giving back to the community through a penny drive that lasts all school year. Proceeds from their penny drives are donated monthly to several different agencies and nonprofit organizations. "So many people have helped our school, we were just looking for a way to give back to the community," said Patty Sathre, child nutrition site supervisor. Students place pennies in a large jar in the cafeteria designated for a different organization each month. Ms. Sathre said the children are excited to place their pennies in the jar and often comment that they have been saving their pennies for a long time.

Mayor Howe, Fire Chief John Piper, Police Chief Brad Wise, Officer Ken Young, and Fire Marshal Todd Williams served lunch and visited with students in September, October, and November. Proceeds collected will be donated to the Crime Prevention Association, Fire Prevention Association for Safety Camp, and to Senior Services. Students will be donating other collections to organizations such as the Christmas Committee, Coon Rapids North Star Lions Club, American Cancer Society, Alexandra House, and Anoka County Brotherhood Council Food Shelf.

Patty Sathre will be present at the Council meeting to present their total donation of \$114.34 and accept the Proclamation.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: Residents, businesses, and the City are all engaged in the community and support various organizations through civic opportunities such as this student penny drive.

RECOMMENDATION

Council is requested to recognize students from Eisenhower Elementary with a Proclamation and adopt Resolution 11-141 accepting the donation of funds from the 2011 Eisenhower Elementary School Penny Drive.

Attachments

Proclamation

Resolution 11-140



KOOKIES PENNY DRIVE AT EISENHOWER ELEMENTARY

Whereas, each year Eisenhower Elementary School organizes the Kookies Penny Drive for the students; and

Whereas, Kookies Penny Drive is conducted once a week throughout the school year, inviting community members to help serve hot, nutritious meals to the students with a smile; and

Whereas, Kookies Penny Drive reminds school staff that the students are their customers and to make the students feel good by “dishing up smiles” along with their food; and

Whereas, community servers are invited to interact with the students about school and to encourage questions about their positions throughout the community; and

Whereas, many people from the community have served the students through this program including representatives from Senior Services, Captain Brad Wise, Officer Ken Young, Fire Chief John Piper, and Fire Marshal Todd Williams; and

Whereas, students donate money towards the Penny Drive that benefit organizations such as the Crime Prevention Association, Safety Camp, Senior Services, Christmas Committee, North Star Lions Club, American Cancer Society, Alexandra House, and Anoka County Brotherhood Council Food Shelf.

Now, therefore, I, Tim Howe, Mayor of the City of Coon Rapids, on behalf of the City Council, do hereby call upon all citizens of Coon Rapids to recognize and thank the students and staff of Eisenhower Elementary for their hard work and dedication to the **Kookies Penny Drive** each year in the City of Coon Rapids.

Proclaimed this 20th day of December, 2011.

Tim Howe, Mayor

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 11-140

**A RESOLUTION ACCEPTING THE DONATION OF FUNDS
FROM THE EISENHOWER ELEMENTARY SCHOOL KOOKIES PENNY DRIVE**

WHEREAS, staff and students from Eisenhower Elementary School have offered to donate monies totaling \$114.34 to the City from their annual Kookies Penny Drive; and

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.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Coon Rapids that a donation of \$51.14 for the Coon Rapids Crime Prevention Association, \$38.48 for Safety Camp, and \$24.72 for Senior Center needs totaling \$114.34 are hereby accepted.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to staff and students of Eisenhower Elementary for their generous donations.

Adopted by the Coon Rapids City Council this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

2.

Meeting Date: 12/20/2011

Subject: Authorize Final Payment for Project 08-20 C-27 Folding Partitions Bunkers Hills Clubhouse

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to Hufcor Minnesota, LLC in the amount of \$8,462.00 for Project 08-20, C-27, Folding Partitions, Bunker Hills Clubhouse.

DISCUSSION

A summary of Project 08-20, C-27 Folding Partitions is as follows:

Completion date per contract	6/1/11
Substantial completion date	6/1/11
Final completion date	11/15//11

Contract amount	\$35,832.00
Total additions	6,670.00
Final contract amount	42,502.00
Less: previous payments by City	(34,040.00)
Amount due	\$8,462.00
Amount under final contract	\$0.00

The addition to this project was for an additional door partition. The final contract amount was more than original contract due to more work performed than actual bid.

ALIGNMENT WITH STRATEGIC VISION

Coon Rapids is a community in which people of all generations decide to invest themselves and their resources and communicate their community pride.

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 final payment to Hufcor Minnesota, LLC in the amount of \$8,462.00 for Project 08-20 C-27 Folding Partitions.



City Council Regular

3.

Meeting Date: 12/20/2011

Subject: Authorize Final Payment for Project 08-20, C-23 Miscellaneous Specialties

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to Bartley Sales Co., Inc. in the amount of \$1,740.00 for Project 08-20, C-23 Miscellaneous Specialties.

DISCUSSION

A summary of Project 08-20, C-23 Miscellaneous Specialties is as follows:

Completion date per contract	6/1/11
Substantial completion date	6/1/11
Final completion date	11/15/11

Contract amount	\$37,588.00
Total additions/deletions	14,067.00
Final contract amount	51,655.00
Less: previous payments by City	(49,915.00)
Amount due	\$1,740.00
Amount over final contract	\$0.00

The changes to this project were for furnishing and installation of lockers and benches, flag pole sleeves and mirrors. The final contract amount was more than original contract due to more work performed than actual bid.

ALIGNMENT WITH STRATEGIC VISION

Coon Rapids is a community in which people of all generations decide to invest themselves and their resources and communicate their community pride.

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 final payment to Bartley Sales Co., Inc. in the amount of \$1,740.00 for Project 08-20, C-23 Miscellaneous Specialties.



City Council Regular

4.

Meeting Date: 12/20/2011
Subject: Authorize Final Payment for Project 08-20, C-08 Steel Erection
Submitted For: Sharon Legg, Finance Director
From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to KMH Erectors, Inc. in the amount of \$10,167.00 for Project 08-20, C-08 Steel Erection.

DISCUSSION

A summary of Project 08-20, C-08 Steel Erection is as follows:

Completion date per contract	6/1/11
Substantial completion date	6/1/11
Final completion date	11/15/11

Contract amount	\$29,950.00
Total additions/deletions	9,148.00
Final contract amount	39,098.00
Less: previous payments by City	(28,931.00)
Amount due	\$10,167.00
Amount over final contract	\$0.00

The changes to this project were for scissor lift rental and new hand rails and installation. The final contract amount was more than original contract due to more work performed than actual bid.

ALIGNMENT WITH STRATEGIC VISION

Coon Rapids is a community in which people of all generations decide to invest themselves and their resources and communicate their community pride.

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 final payment to KMH Erectors, Inc. in the amount of \$10,167.00 for Project 08-20, C-08 Steel Erection.



City Council Regular

5.

Meeting Date: 12/20/2011

Subject: 2012 Worker's Compensation Coverage

Submitted For: Sharon Legg, Finance Director

From: Cindy Hintze, Administrative Specialist

INTRODUCTION

The City of Coon Rapids has been carrying its worker's compensation coverage through the League of Minnesota Cities Insurance Trust (LMCIT). The policy is now up for renewal.

DISCUSSION

The City has received a quotation for worker's compensation coverage for the period January 1, 2012 through December 31, 2012. Worker's compensation insurance covers City employees injured on the job, paying their lost time and medical bills.

The LMCIT offers a number of alternatives to the City for this coverage. The City could choose to buy the regular premium option at \$570,949 or one of three retro-rated plans. Since 1988, the City has chosen one of the retro-rated plans whereby the standard premium was discounted. Under this type of plan, claims paid on behalf of the City are added to the minimum premium up to a maximum. The City risks paying a higher premium in order to hopefully save premium dollars. There is very much incentive for the City to manage worker's compensation claims.

The regular premium option is as follows:

	Standard Premium	Regular Premium Option Premium Discount	Net Deposit
	\$645,632	\$74,683	\$570,949

For the upcoming policy year, the following three options of the retro-rated plan have been offered to the City:

Retro-Rated Options					
Option	Standard Premium	Minimum Factor	Minimum Premium	Maximum Factor	Maximum Premium
1)	\$ 645,632	.325	\$ 209,830	1.3	\$ 839,322
2)	\$ 645,632	.268	\$ 173,029	1.5	\$ 968,448
3)	\$ 645,632	.187	\$ 120,733	2.0	\$1,291,264

The recommendation for 2012 includes a potential savings of \$450,216 versus the potential additional costs of \$720,315 of opting for the .187 percent minimum factor, Option 3. A total savings of \$690,104 (10%) has been realized since 1988 through August 31, 2011. See the attachment for the savings by year. Beginning with 2004, the City has opted for retro-rated Option 3, after selecting Option 2 since 1999.

The experience modification factor for the City is 1.16 for the upcoming policy year, up from 0.93 for the present year. This factor is an indication of what the City's past experience has been. The lower the factor, the lower the City's worker's compensation premium. The experience modification factor is based on expected losses for the payrolls compared to actual claims paid over the three years prior to the current year. Unfortunately, due to a

number of claims that the City incurred in primarily 2010, the factor has increased rather significantly. This increases the premium the City will need to pay for worker's compensation coverage roughly 23 percent.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the 2030 Strategic Vision by covering employees in the event of work related injuries.

RECOMMENDATION

Staff recommends Option 3 of the retro-rated plans with the League of Minnesota Cities Insurance Trust be approved.

Attachments

Work Comp Claims

City of Coon Rapids

Retro Plan History

Option selected	Year	Minimum	Claims	Reduce to maximum	Total	Audited Std Prem	Savings or -Loss	Savings - Loss as a % of Audited Std Prem
Retro 1	1989 c	81,417	73,313		154,730	232,620	77,890	33%
Retro 1	1990 c	104,674	107,600		212,274	299,068	86,794	29%
Retro 1	1991 c	175,884	75,120		251,004	374,221	123,217	33%
Retro 1	1992 c	179,508	143,275		322,783	381,931	59,148	15%
Retro 1	1993 o	151,499	520,707	-200,807	471,399	322,338	-149,061	-46%
Retro 1	1994 c	149,767	62,320		212,087	336,911	124,824	37%
Retro 1	Dec-94 c	12,113	2,609		14,722	28,227	13,505	48%
Retro 1	1995 c	135,391	37,274		172,665	302,892	130,227	43%
Retro 1	1996 c	116,818	99,049		215,867	236,451	20,584	9%
Retro 1	1997 c	104,917	133,437		238,354	201,663	-36,691	-18%
Retro 1	1998 c	96,622	80,443		177,065	185,945	8,880	5%
Retro 2	1999 c	72,419	102,145		174,564	180,318	5,754	3%
Retro 2	2000 c	69,754	104,623		174,377	173,788	-589	0%
Retro 2	2001 c	71,063	76,368		147,431	176,996	29,565	17%
Retro 2	2002 c	81,250	92,445		173,695	202,546	28,851	14%
Retro 2	2003 o	107,676	778,086	-475,827	409,935	242,638	-167,297	-69%
Retro 3	2004 c	92,020	94,499		186,519	262,459	75,940	29%
Retro 3	2005 o	90,519	435,321		525,840	351,183	-174,657	-50%
Retro 3	2006 c	88,496	100,030		188,526	387,229	198,703	51%
Retro 3	2007 c	69,982	135,348		205,330	454,840	249,510	55%
Retro 3	2008 c	85,706	152,749		238,455	430,711	192,256	45%
Retro 3	2009 o	85,675	261,821		347,496	456,185	108,689	24%
Retro 3	2010 o	99,602	614,479		714,081	398,143	-315,938	-79%
Total		2,322,772	4,283,061	-676,634	5,929,199	6,619,303	690,104	10%

o = open claims

c = all claims closed



City Council Regular

6.

Meeting Date: 12/20/2011

Subject: 2012 Additional License Renewals

From: Kris Linqvist, Deputy Clerk

INTRODUCTION

City Code Section 5 contains provision for licensing of certain establishments within the City of Coon Rapids.

DISCUSSION

G & K Massage Therapy, located at 543 Coon Rapids Boulevard had not renewed its Massage Enterprise license prior to the last Council meeting where the 2012 Renewals were approved. In addition, Namco Cybertainment, Inc. located at the AMC Coon Rapids Showplace Theater at 10051 Woodcrest Drive, had not renewed their Amusement License as well. Both license holders have completed their renewal applications and have met the requirements for renewing.

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 the 2012 Massage Enterprise license for G&K Therapy, 543 Coon Rapids Boulevard and the 2012 Amusement License for Namco Cybertainment Inc., 10051 Woodcrest Drive.

Fiscal Impact

BUDGET IMPACT:

There is no fiscal impact for this agenda item.



City Council Regular

7.

Meeting Date: 12/20/2011

Subject: Corporate Officer Change - Texas Roadhouse 2780 Main Street

From: Kris Linqvist, Deputy Clerk

INTRODUCTION

The representative for Texas Roadhouse Holdings LLC has notified the City of a change in their corporate officers.

DISCUSSION

City Code Section 5-216(6) requires that the City Council be notified of any change in legal ownership or beneficial interest of a liquor license holder. The letter advising of their new Executive Committee Officers is attached.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Community Development and Redevelopment** section of the 2030 Strategic Vision in the following way:by promoting businesses in the City.

RECOMMENDATION

This is provided for information only.

Attachments

Texas Roadhouse



August 18, 2011

LIQUOR CONTROL BOARDS

Re: Officer Changes of Texas Roadhouse, Inc., 100% owner/manager of Texas Roadhouse Holdings, LLC, Licensee

Dear Sir/Madam:

Please accept this letter as formal notice that on August 16, GJ Hart, our President and Chief Executive Officer and a member of our Board of Directors, resigned his positions with the Company, effective August 17.

Scott Colosi has been appointed to the position of President, Price Cooper has been appointed to the position of Chief Financial Officer, and Kent Taylor has resumed the role of Chief Executive Officer. Steve Ortiz remains the Chief Operating Officer and Sheila Brown remains the General Counsel, Corporate Secretary.

In addition, I am requesting any information on forms and/or fingerprinting that will be required by your office. Please forward all information regarding this request to my attention at the address below.

Thank you for your attention to this matter. If you need additional information, please do not hesitate to contact me direct at 502.638.5421 or e-mail me at april.bennett@texasroadhouse.com.

Very truly yours,


April A. Bennett
Manager of Business Licensing



December 1, 2011

Re: Officer Changes of Texas Roadhouse, Inc., 100% owner/manager of Texas Roadhouse Holdings LLC, Licensee

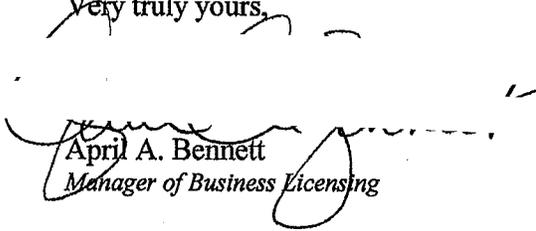
Dear Sir/Madam:

Please accept this letter as formal notice that on November 30, Sheila C. Brown, General Counsel and Corporate Secretary (Corporate Officer of Texas Roadhouse, Inc.), resigned her positions with the Company, effective December 1, 2011. Sheila Brown has appointed 1) Jill Marchant as General Counsel, **Officer of the Corporation** and 2) Celia Catlett as Corporate Secretary, **not an Officer of the Corporation**.

Kent Taylor remains Chief Executive Officer and Chairman. Scott Colosi remains President. Price Cooper remains Chief Financial Officer. Steve Ortiz remains Chief Operating Officer.

Thank you for your attention to this matter. If you need additional information, please do not hesitate to contact me direct at 502.638.5421 or e-mail me at april.bennett@texasroadhouse.com.

Very truly yours,


April A. Bennett
Manager of Business Licensing

ORGANIZATIONAL FLOW CHART

Texas Roadhouse Holdings LLC

(Owned 100% by Texas Roadhouse, Inc.)

Texas Roadhouse, Inc.

Manager

(Publicly traded company)

Officers of Texas Roadhouse, Inc.:

<u>Officer Title</u>	<u>Full Name</u>	<u>Class A Common Stock Ownership</u>
Chairman & CEO:	W. Kent Taylor	11.35%
President:	Scott M. Colosi	*
CFO:	G. Price Cooper, IV	*
COO:	Steven L. Ortiz	*
General Counsel:	Jill Marchant	*

Directors of Texas Roadhouse, Inc.:

<u>Title</u>	<u>Full Name</u>	<u>Class A Common Stock Ownership</u>
Director:	W. Kent Taylor	11.35%
Director:	Martin Thomas Hart	*
Director:	Gregory Nance Moore	*
Director:	James F. Parker	*
Director:	James Ramsey	*
Director:	James Richard Zarley	*

* Represents beneficial ownership of less than 1.0% of the outstanding shares of class.

Signing Authority on Behalf of Texas Roadhouse, Inc. Not an Executive Officer

<u>Title</u>	<u>Full Name</u>	<u>Class A Common Stock Ownership</u>
Corporate Secretary:	Celia Catlett	*



City Council Regular

8.

Meeting Date: 12/20/2011

Subject: Authorize Application for 2012 Community Development Block Grant Program

Submitted For: Bennett Cheryl, Housing & Zoning Coordinator

From: Cindy Hintze, Administrative Specialist

INTRODUCTION

Staff requests the City Council authorize the Community Development Block Grant application for 2012 encompassing an 18-month program running from July 1, 2012, through December 31, 2013. Council is requested to conduct a public hearing on the proposed use of the funds for a Housing Rehabilitation Program. The 2012 CDBG project application must be placed on file with the Anoka County Community Development Department by January 12, 2012.

DISCUSSION

The City receives funds from the federal Community Development Block Grant (CDBG) program through a Joint Cooperation Agreement with the Anoka County Housing and Redevelopment Authority. The Agreement, in effect since program year 2001, provides for pass-through funding from the County to the City removing the City from Anoka County's competitive application process for CDBG funds. The City receives an allocation in accordance with the funding guidelines established by the U.S. Department of Housing and Urban Development (HUD). The Anoka County Community Development Department requests the City complete the application process to provide program description and project documentation for HUD purposes.

Staff recommends the CDBG allocation continue to be designated for a Housing Rehabilitation Program reflecting previous Council direction to use block grant funds to assist our housing program efforts. Housing rehabilitation activities assisting low- and moderate-income persons is a Housing Goal of the Anoka County Consolidated Plan, a required component of the federal block grant program.

The amount of the CDBG award will be made according to HUD's allocation guidelines; however, because funding levels have not yet been established for program year 2012, last year's funding level has been used for planning purposes. Funding in 2011 provided \$228,094 for housing rehabilitation projects in Coon Rapids. This represented 70 percent of our allocation; the remaining 30 percent is set aside for County program administration costs (15 percent) and County-administered public service program funding (15 percent) as provided for in a Memorandum of Understanding that is part of the Joint Cooperation Agreement.

The City's Housing Rehabilitation Loan Program provides deferred, zero-interest loans to low- and moderate-income residents; 50 percent of the loan is forgiven after five years. The funds assist homeowners in maintaining minimum housing standards in single- and two-family dwellings, including interior improvements on townhouse and other common interest community properties. Funds can also be used on exterior rehab work on a dwelling unit within a common interest community property when the homeowner, and not the association, is responsible for the work. The program also provides assistance with energy related improvements. A one-year tenancy requirement of the program is waived for the rehabilitation of foreclosed properties. This allows residents of low- or moderate-income who have purchased a foreclosed property to begin the rehabilitation process immediately upon purchase.

It is anticipated that the proposed project funding will provide assistance for eight to twelve homeowners. The maximum rehab loan amount is \$20,000, however, additional funds of not more than \$4,999 per project may be provided to homeowners for lead paint abatement projects or other rehabilitation needs. Funds used for lead paint abatement are granted to the homeowner and are not included in the loan amount.

The application process requires the City Council hold a public hearing to take comments on the proposal. Council is also requested to authorize the application for Community Development Block Grant funds for program year 2012 and to authorize the Mayor and City Manager to execute all necessary documents with Anoka County to implement the 2012 CDBG program.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment and Housing sections of the City's long term strategic vision in the following ways: Home improvement and home energy loans enable property rehabilitation that is diversified and sustainable and that supports a high quality of life in neighborhoods. Neighborhoods are stable, safe and connected; predominantly owner-occupied housing is well maintained and offers life cycle housing options.

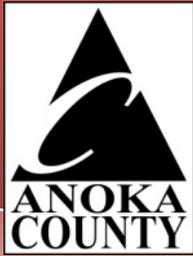
RECOMMENDATION

Staff recommends the City Council:

- a. Hold a public hearing and take public comment on the application for Community Development Block Grant funds for program year 2012;
- b. Authorize the application for Community Development Block Grant funds for program year 2012 for a Housing Rehabilitation Program;
- c. Authorize the Mayor and City Manager to execute a CDBG Agreement, together with any other necessary documents, with Anoka County regarding the implementation of the 2012 CDBG program.

Attachments

2012 CDBG Program Application



Community Development Block Grant

2012 Project Application

Please complete the following Public Service application. An Application Guide is available with directions on completing the application, submission details, and contact information for questions regarding the application.

General Information

Program Title: Coon Rapids Housing Rehabilitation

Applicant Organization/Agency: City of Coon Rapids, Minnesota

Type of Organization

- Local Government
- Public Agency
- For-Profit Organization
- Faith-Based Organization

- Non-Profit Organization
- Institution of Higher Education
- Anoka County Department:

Contact Person: Cheryl Bennett Title: Housing and Zoning Coordinator

Address: 11155 Robinson Dr NW

City: Coon Rapids State: MN Zip: 55433

Phone: 763-767-6422 Fax: 763-767-6573

Email* cbennett@coonrapidsmn.gov *Meeting notices will be sent by email only.

Project Information

Project Address: City Wide Project Service Area: City of Coon Rapids

Does the total project cost, reflected below in "Funding Request," account for federal prevailing wages if applicable? (Reference the Application Guide for information on federal wage laws)

- Yes
- No

This project will be completed in: 6 months 12 months 18 months

Project Activity 14A (Select the HUD activity listed in the Application Guide that best fits this project; example: 030 Fire Station)

Will CDBG funding be used to leverage additional funding? Yes No

Partial Funding

Can this project be partially funded?

Yes No

If application is requesting funds for multiple items, prioritize items and amounts needed:

Priority 1:

Priority 2:

Priority 3:

Funding Request

Amount (\$) of CDBG Request	\$ TBD
Amount (\$) of Community or Agency's Resources	\$ 0.00
Amount (\$) from other loan/grant Sources	\$ 0.00
Total Program Costs (\$)	\$ TBD

Program Narrative

Program Description

Deferred financing for single-family housing rehabilitation activity benefitting low- and moderate-income persons. Single-family units include detached dwelling units and individual dwelling units in common interest communities.

Describe the need and urgency for the proposed project. Include the consequences if the project is not funded.

Coon Rapids has a long-standing program of assisting homeowners with financing for housing rehabilitation needs. Without this assistance, some homeowners may not be able to make needed repairs that help provide safe, decent housing.

Describe the organization's fiscal management including financial reporting and recording keeping. The organization is a local unit of government.

Is there a fiscal agent other than the applicant? Yes No

Infrastructure

Does this project involve infrastructure? Yes No

If the project application is requesting assistance for water/sewer improvements, street improvements, or other infrastructure, answer the following questions:

1. Identify the urgency of the improvement.
2. Is the improvement included in the city/town improvement plan?

3. What circumstances led to the need for federal assistance?

Slum/Blight Removal (National Objective)

Does this project meet the Slum/Blight Removal national objective? Yes No

If this project is for slum/blight removal, verification must be made in order to assure that a CDBG-funded activity meets the national objective regarding slums and blight. Verification for this project falls within one of the following categories:

- Elimination of Slums and Blight Area Basis (SBA)
- Elimination of Slums and Blight Spot Basis (SBS)

Describe/identify the site location or boundaries.

Indicate the percent of building or public improvements that were deteriorated when the project was designated as slum/blight, and the year of designation:

_____ % designated in _____ (year)

Public Improvement/Type of Condition:

Describe the conditions that qualify the project as slum or blight.

Benefit to Low and Moderate Income People (National Objective)

Does this project meet the Benefit to Low and Moderate Income People national objective?

Yes No

Identify how the project will meet the Low/Moderate Income national objective. Carefully review the following activity definitions in the Application Guide before selecting an option.

- Low/Moderate Income Employment (LME)
- Low/Moderate Income Clientele (LMC)
- Low/Moderate Income Area Benefit (LMA) - Required: project/service area map
- Low/Moderate Income Housing (LMH)
 - Single-family housing
 - Multi-family housing

Housing Activities

Is this project for a housing activity? Yes No

*All housing activities will be considered for HOME funds before the use of CDBG

Type of Housing: Single-family Townhome
 2-, 3-, or 4-plex Single-Room Occupancy
 Multi-family Other: Common Interest Communities

Tenancy: Owner-occupied
 Renter-occupied

General Information Notice

Has a General Information Notice to sellers and/or tenants of Relocation or No Relocation benefits been completed?

Yes; provided to occupants on MM/dd/yyyy No; will be completed on MM/dd/yyyy

Environmental Considerations

Is the project currently underway?

Yes; and a federally-accepted environmental review has been completed.

Yes; but there has not been an environmental review.

No; project will not begin before an environmental review is completed by Anoka County.

Noise Abatement and Control

Distance from nearest railroad: More, or Less than 3,000 feet

Distance from nearest major roadway: More, or Less than 1,000 feet

Distance from nearest municipal or military airport: More, or Less than 5 miles

Wetland Protection

Is there a wetland associated with the proposed project? Yes No

Flood Hazard Area

Is there evidence or knowledge that a portion of the proposed project is located in a 100- or 500-year flood plain? Yes No

Other Does the project:

- Include repair, rehabilitation, or conversion of existing building/facilities?

Yes No

- Involve new construction, acquisition of undeveloped land or any construction that requires ground disturbance?

Yes No

Conflict of Interest

As an applicant requesting funding, will any of your employees, agents, consultants, officers, or elected officials meet any of the following conflicts of interest:

Yes No Participate in the decision making process for the approval of this application? (i.e., an Anoka County Commissioner or HRA Trustee)

Yes No Have a financial interest or reap a financial benefit from this activity?

Yes No Have an interest in any contract, subcontract, or agreement with respect to this application either for themselves or those with whom they have family or business ties during the program year and for one year thereafter?

If "Yes" to any of the above, please identify the situation:

Project Beneficiaries

Select the type of beneficiaries this project will address and the number of expected accomplishments.

- Area or Spot designation
- Households – 8-12
- People - Enter # unduplicated people
- Businesses - Enter # businesses
- Housing Units – 8-12
- Jobs - Enter # jobs
- Public Facilities - Enter # facilities
- Demolition/clearance - Enter # units

- Planning: Outline the community benefit in a brief narrative.

Use of Contractors, Consultants

In accordance with federal regulations, CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or Subrecipient during any period of debarment, suspension, or placement of ineligibility status.

Will you hire a contractor or consultant? Yes No

If yes, complete the following information:

1. Name of consultant/firm and owner: licensed contractors
2. How were they selected? competitive bid
3. Is the consultant/firm already under contract with your organization?
 Yes No
4. Is this consultant/firm a women or minority owned business?
 Yes No

If you are unable to complete this section at the time of application, all contracts must be reviewed for debarment before a CDBG release of funds. Contact Anoka County as soon as possible with the information.

Data Collection

Describe the process for collecting beneficiary data, including who will collect it and how the data will be controlled to eliminate duplicated data.

Individual household income verification of each client performed by program administrator.

Budget Narrative

Consult the Application Guide for requirements on this section. The budget proposal is in an Excel document available on our Web site; a hard copy of the budget in that form must be submitted with this proposal.

The City of Coon Rapids will hire a program administrator. In our current program year, we have contracted with the Greater Metropolitan Housing Corporation to perform these services for 15 percent of the rehabilitation

program budget. The remaining funds are dedicated to rehabilitation costs. The City provides program administration at no additional cost to the program.

Section 3 Requirements

Attach the following documents:

- Acknowledgement of receipt of Anoka County Section Plan 2010 (available at http://ww2.anokacounty.us/v3_cd/doing-business/Section3.aspx - download and read the Section 3 Plan, acknowledgement is last page of Plan)
- Section 3 Action Plan (available at http://ww2.anokacounty.us/v3_cd/doing-business/Section3Forms.aspx)

Required Documentation

The following documents are required to be attached, if applicable, to the final application submission.

- Resolution of governing body requesting grant or board minutes approving submission of application
- Supporting documentation such as, survey results, Phase I/II Environmental, census data, etc
- State and Federal Tax Exemption Determination letter - 501(c)(3) Nonprofit
- List of Board of Directors/Council or Trustees for Nonprofit applications
- Project Timeline or schedule
- Building/area information and photographs
- Appraisals
- Phase Level Environmental Report
- Map or sketch of project area
- Professional certification, analysis of feasibility and/or cost estimate
- Letters of support/Project commitment letters
- Acknowledgement of receipt of Anoka County Section Plan 2010
- Section 3 Action Plan
- Budget proposal – using the Excel document provided on the Web site

A copy of the applicant's 2011 Audit, Management & Compliance Report and a Certificate of Liability insurance will be required before the Subrecipient Agreement can be completed.

Certification

I hereby acknowledge that by applying for CDBG funds, this activity may require compliance in the following areas:

- Utilization of minority and women contractors
- Labor Standards provisions (Davis-Bacon Act)
- Uniform Relocation Act and Section 104(d)
- Section 3
- Environmental Regulations
- Flood Insurance
- Lead-Based Paint Assessment and/or Remediation or Abatement
- Debarred, suspended and ineligible contractors and subrecipients
- Handicapped accessibility
- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1969 - Fair Housing Act

DUNS #: 071769129 If not disclosed on this application the DUNS number will be required upon the finalization of the Subrecipient Agreement.

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts and that the information given is true and complete to the best of my knowledge and belief. I further certify that no contracts have been awarded, funds committed or construction begun on the proposed program, and that none will be prior to issuance of a Release of Funds by the program Administrator.

Signature of Authorized Official

Matthew S. Fulton

Name of Authorized Official

City Manager

Title

Date



City Council Regular

9.

Meeting Date: 12/20/2011

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. The Council introduced an ordinance approving execution of the purchase option at its December 6, 2011 meeting.

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:

1. Adopt an ordinance approving execution of an option for Rolling Frito Lay Sales LP to purchase the real property at 9160 Evergreen Boulevard.
2. Authorize and direct the Mayor and City Manager to execute the necessary documents to enter into the option.

Fiscal Impact

BUDGET IMPACT:

This action will return \$10,000 to the General Fund.

Attachments

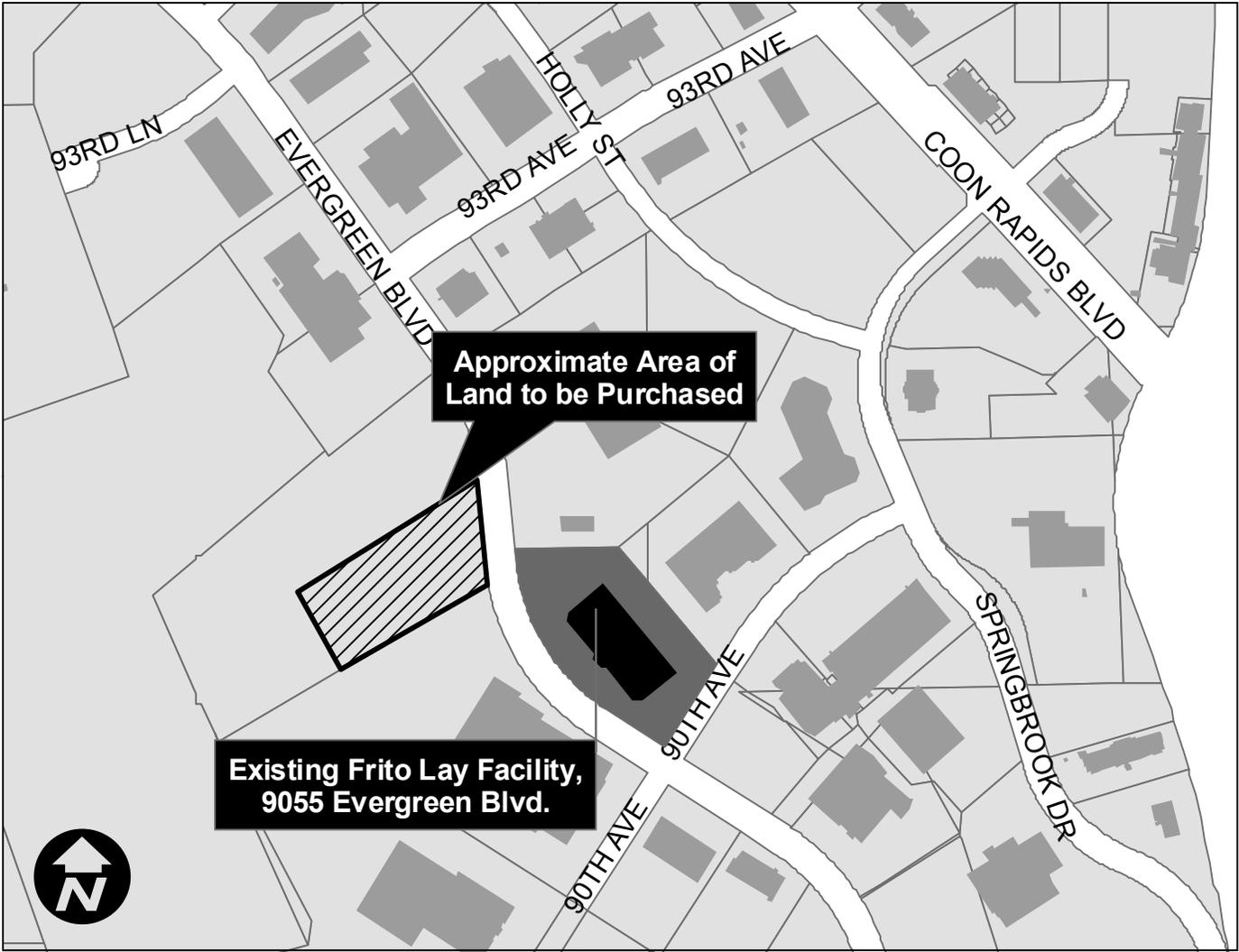
Location Map

Ordinance

Option

Memo of Option

Purchase Agreement



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

OPTION
91XX Evergreen Boulevard

KNOW THAT on the 1st day of November, 2011, the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota (City") in consideration of the sum of \$10,000 already paid, receipt of which is hereby acknowledged, from Rolling Frito-Lay Sales, LP, a Delaware limited partnership ("RFLS"), whose address is c/o Frito-Lay Sales, Inc., 7701 Legacy Drive, Plano, TX 75024, Attention: Real Estate Operations, MD3C-291, has agreed and here agrees to hold until the 15th day of December, 2012 at 4:00 o'clock p.m.(the "Option Deadline"), time being of the essence of this agreement, an option (the "Option"), subject to the order of RFLS to purchase the following described real property (the "Property") (all boundaries approximate, RFLS to have survey completed prior to closing to determine exact boundaries):

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;

PIN: 36-31-24-21-0021

and the City covenants to convey by general warranty deed the Property at closing provided this Option is exercised prior to the Option Deadline, to RFLS for and at the price of \$4.00 per square foot payable at closing provided this Option is exercised on or before the Option Deadline, without interest, subject, however, to the further requirements that written notice of the exercise of this Option by RFLS shall be delivered to the City Manager of the City of Coon Rapids, 11155 Robinson Drive NW, Coon Rapids, Minnesota on or before the Option Deadline and that the parties enter into the Purchase Agreement for the Property attached hereto as Exhibit A and made a part hereof for all purposes.

In the event the holder or holders of this Option shall decide to purchase the Property at the price and terms above pursuant to the terms hereof, then the amount paid for this Option shall be credited upon the purchase price, but in the event the holder or holders hereof do not exercise this Option on or before the Option Deadline, then the amount paid for this Option shall be retained by the City in full satisfaction for holding the Property subject to that order for that time.

This Option supersedes any previous options for purchase of the Property between RFLS and City.

[Signatures on following page]

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

ROLLING FRITO-LAY SALES, LP,
a Delaware limited partnership

By: Frito-Lay Sales, Inc.
a Delaware corporation
Its: General Partner

By: *Russell A. Burton*

Name: Russell A. Burton

Title: Dir. Global Real Estate

CITY OF COON RAPIDS,
a Minnesota municipal corporation

Approved as to form:

By: _____
Tim Howe, Mayor

Stoney L. Hiljus, City Attorney

By: _____
Matthew S. Fulton, City Manager

PREPARED BY:

*Suzanne Sprague-Trammell
Stutzman, Bromberg,
Esserman & Plifka, P.C.
Suite 2200
2323 Bryan Street
Dallas, Texas 75201*

**AFTER RECORDING
PLEASE RETURN TO:**

*Stutzman, Bromberg,
Esserman & Plifka, P.C.
Suite 2200
2323 Bryan Street
Dallas, Texas 75201
Attention: Mike Rowan*

MEMORANDUM OF OPTION

THIS MEMORANDUM OF OPTION (hereinafter referred to as the "**Memorandum**") is made and entered into as of the ___ day of _____, 2011, by and between the CITY OF COON RAPIDS, a municipal corporation under the laws of the State of Minnesota (hereinafter referred to as "**City**"), and ROLLING FRITO-LAY SALES, LP, a Delaware limited partnership (hereinafter referred to as the "**RFLS**").

WITNESSETH:

WHEREAS, the City and RFLS have entered into that certain Option dated effective as of October 4, 2011 (hereinafter referred to as the "**Agreement**"), pursuant to which the City granted RFLS an option (the "**Purchase Option**") to purchase that certain real property more particularly described on **Exhibit "A"** attached hereto (the "**Property**");

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained which are by this reference incorporated herein and for Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and RFLS hereby agree as follows:

1. **Agreement.** The City has granted RFLS, and RFLS has accepted, the Purchase Option, subject to and in accordance with the terms of the Agreement, including but not limited to the expiration of such Purchase Option on **December 15, 2012, at 4:00 p.m.** (the "**Option Deadline**"). The provisions hereof are subject in all respects to the terms and provisions of the

Agreement. In the event of any conflict between the terms and provisions of this Memorandum and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall prevail.

2. **Notice.** The purpose of this instrument is to place all parties on notice of the Purchase Option subject to and in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, the City and RFLS have executed this Memorandum as of the day and year first above written.

CITY:

CITY OF COON RAPIDS
a Minnesota municipal corporation

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

STATE OF MINNESOTA)
COUNTY OF ANOKA) SS.

On _____ before me, _____, personally appeared Tim Howe, as Mayor of the City of Coon Rapids, Minnesota, and Matthew S. Fulton, as City Manager of the City of Coon Rapids, Minnesota, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

(SIGNATURE OF NOTARY)

(This area for official notarial seal)

[Signatures continue on following page]

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Coon Rapids, County of Anoka, State of Minnesota, described as follows:

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.

PIN: 36-31-24-21-0021

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made and entered into as of the latest date of execution shown on the signature page hereto, by and between **CITY OF COON RAPIDS**, a municipal corporation, as seller (the "**Seller**"), and **ROLLING FRITO-LAY SALES, LP**, a Delaware limited partnership, or its nominee, as purchaser (the "**Purchaser**").

RECITALS:

WHEREAS, Seller is the owner of certain real property legally described on Exhibit A, attached hereto, and made a part hereof, together with all improvements thereon and appurtenances thereto (collectively, the "**Property**"); and

WHEREAS, Seller desires to sell to Purchaser, and Purchaser desires to buy from Seller, the Property, subject to and in accordance with the terms and provisions hereinafter set forth;

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

ARTICLE I

Definitions

1.1 **Defined Terms.** As used herein, the following terms shall have the meanings indicated:

"**Additional Inspection Period**" shall have the meaning set forth in Section 5.1 hereof.

"**Applicable Law**" shall mean and include the following, as the same may be in effect from time to time:

(i) any and all judicial decisions, statutes, rulings, rules, regulations, permits, or ordinances of any governmental or quasi-governmental authority that relate in any way or are applicable to the Property or the ownership, use, or occupancy thereof; and

(ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable to the Property or the ownership, use, or occupancy thereof.

"**Business Day**" shall mean any day other than a Saturday, Sunday, or legal holiday on which national banks are authorized by federal law to close.

"**Closing**" shall have the meaning set forth in Section 5.4 hereof.

"**Closing Date**" shall have the meaning set forth in Section 5.4 hereof.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Commitment**" shall have the meaning set forth in Section 3.1 hereof.

"**Condemnation**" shall have the meaning set forth in Section 7.1 hereof.

"**Earnest Money**" shall have the meaning set forth in Section 2.3 hereof.

"**Environmental Law**" shall mean any federal, state, or local law, statute, ordinance, rule, or regulation pertaining to health, industrial hygiene, or the environmental conditions on or under the Property, or relating to releases, discharges, emissions, or disposals to air, water, soil, or ground water, or relating to the withdrawal or use of ground water, or relating to the use, handling, or disposal of polychlorinated biphenyls, asbestos, or urea formaldehyde, or relating to the treatment, transportation, disposal, storage, or management of Hazardous Materials (defined hereinafter), including, without limitation, the Comprehensive Environmental Response Compensation, and Liability Act of 1980, as amended, and the Resource Conservation and Recovery Act of 1976, as amended, and all rules, and regulations, published pursuant thereto or promulgated thereunder.

"**Escrowee**" shall mean Chicago Title Insurance Company, 2001 Bryan Tower, Suite 1700, Dallas, Texas 75201, Attention: Joycelyn Armstrong, Commercial Escrow Officer (214/965-1668 direct; 214/965-1625 fax; armstrongjo@ctt.com).

"**Extension Fee**" shall have the meaning set forth in Section 5.1 hereof.

"**Extension Notice**" shall have the meaning set forth in Section 5.1 hereof.

"**FIRPTA**" shall have the meaning set forth in Section 5.5 hereof.

"**Hazardous Material**" shall mean and include, without limitation:

(i) those substances included within the definitions of "hazardous substances", "hazardous waste", "toxic substances", "contaminants", and/or "pollutants" in any Environmental Law; and

(ii) any material, waste, or substance, which is or contains asbestos, polychlorinated biphenyls, petroleum and its derivative by-products, and/or any other explosive or radioactive materials.

"**Independent Contract Consideration**" shall have the meaning set forth in Section 2.4 hereof.

"Initial Inspection Period" shall have the meaning set forth in Section 5.1 hereof.

"Monetary Liens" shall have the meaning set forth in Section 3.1 hereof.

"Net Square Feet" shall have the meaning set forth in Section 3.2 hereof.

"Owner's Policy" shall have the meaning set forth in Section 3.4 hereof.

"Permitted Exceptions" shall have the meaning set forth in Section 3.1 hereof.

"Permits" shall mean all permits, licenses, and approvals necessary to construct, operate, and use the Property in accordance with Applicable Law, including zoning approvals and variances, building, curb, sewer, and other construction-related permits.

"Purchase Price" shall have the meaning set forth in Section 2.2 hereof.

"State" shall mean the state in which the Property is located.

"Survey" shall have the meaning set forth in Section 3.2 hereof.

"Title Insurer" shall mean Chicago Title Insurance Company, 2001 Bryan Tower, Suite 1700, Dallas, Texas 75201, Attention: Joycelyn Armstrong, Commercial Escrow Officer (214/965-1668 direct; 214/965-1625 fax; armstrongjo@ctt.com).

"Total Square Feet" shall have the meaning set forth in Section 3.2 hereof.

"Unpermitted Exceptions" shall have the meaning set forth in Section 3.1 hereof.

ARTICLE II

Agreement to Convey; Purchase Price; Earnest Money

2.1 **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, all of Seller's right, title, and interest in, to, and under the Property.

2.2 **Purchase Price.** The purchase price for the Property payable by Purchaser to Seller (the "**Purchase Price**") shall be \$4.00 per square foot. Gross price and exact acreage TBD upon accurate site dimensions.

2.3 **Earnest Money.** In order to secure the obligations of Purchaser hereunder, Purchaser shall deposit with Escrowee, within ten (10) days after the date hereof, the sum of TEN

THOUSAND AND NO/100 Dollars (\$10,000.00) as earnest money (together with all interest earned thereon, the "**Earnest Money**"). The Earnest Money shall at all times be invested in an interest bearing account pursuant to the written direction of Purchaser. At Closing, Purchaser shall receive a credit against the Purchase Price for the Earnest Money.

2.4 **Independent Contract Consideration.** Intentionally Deleted.

2.5 **Payment.** At the Closing, Purchaser shall pay to Seller the Purchase Price, plus or minus prorations and adjustments provided for herein, in immediately available funds.

ARTICLE III

Title and Survey

3.1 **Title Commitment.** Purchaser shall order, within ten (10) days after the full execution of this Agreement, a commitment (the "**Commitment**") for an Owner's Policy of Title Insurance in such form, as is currently prescribed by the Board of Insurance for the State [**if the State is a state in which ALTA title policies may be issued, the Commitment shall be a commitment by Title Insurer to issue a Standard Form B-1990 Owner's Policy of Title Insurance**], issued by Title Insurer, covering the Property, together with a copy of all Schedule B Exceptions cited therein. The costs and expenses related to the Commitment (the "**Commitment Charges**") shall be paid, as stated in Section 5.9 hereof.

Purchaser shall have until twenty (20) business days after receipt by Purchaser of the later of the Commitment or the Survey (defined hereinafter) to review all exceptions and matters shown thereon or therein (such period of time is hereinafter referred to as the "**Title and Survey Review Period**"). In the event that the Commitment shall show any exceptions to, or matters affecting, Seller's title to the Property, which are unacceptable to Purchaser, Purchaser may, by written notice to Seller given within the Title and Survey Review Period, disapprove of any such exceptions (the "**Unpermitted Exceptions**"). If Purchaser notifies Seller of any Unpermitted Exceptions within the Title and Survey Review Period and such Unpermitted Exceptions are not of the type that can be removed or discharged at Closing by the payment of an ascertainable sum of money only, or Seller is unable or unwilling to otherwise cure the Unpermitted Exceptions to Purchaser's satisfaction within twenty (20) days after Purchaser's notice thereof, then Purchaser may, at its sole option, either (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be immediately returned to Purchaser, and neither party shall have any further rights, obligations or liabilities hereunder, or (ii) accept title, subject to the Unpermitted Exceptions, with the further right to deduct from the Purchase Price amounts secured by unpermitted liens or encumbrances of a definite or ascertainable amount, and/or cause Title Insurer to issue endorsements insuring against damage caused by such Unpermitted Exceptions. Seller covenants and agrees that all liens and exceptions to Seller's title to the Property, which secure the payment of money only, including, without limitation, judgment liens, mortgages, mechanics' liens and delinquent taxes or taxes, which are otherwise due and payable on or before the Closing (the "**Monetary Liens**"), shall be removed by Seller at the Closing, whether or not Purchaser has

designated such Monetary Liens as Unpermitted Exceptions. All the exceptions shown on the Commitment to which Purchaser has not objected, as provided herein (or if objected to, to which Purchaser thereafter waives its objection), shall be referred to, collectively, herein as the "**Permitted Exceptions.**"

3.2 **Survey.** Purchaser may, within twenty (20) days of the full execution of this Agreement, cause the Surveyor to begin preparing an ALTA survey of the Property (the "**Survey**") dated on or after the date hereof, and certified to Purchaser, Title Insurer and any other party designated by Purchaser. The costs and expenses related to the Survey (the "**Survey Costs**") shall be paid as stated in Section 5.9 hereof.

The Survey shall be prepared by a surveyor, reasonably acceptable to Purchaser (the "**Surveyor**") in accordance with the "Minimum Standard Detail Requirements for Land Title Surveys" jointly established and adopted by ALTA and ACSM in 2005, and shall include a certification that the information contained therein is, as of the date thereof, true and complete. The Survey shall include a metes and bounds description of the Property, which shall, upon acceptance by Seller and Purchaser, as evidenced by their initials thereto, be deemed to constitute the legal description of the Property. The Survey shall disclose the following:

- (a) the total number of square feet within the Property (the "**Total Square Feet**") and the number of square feet within the Property exclusive of any part of the Property located within a flood plain, wetland area, utility or other easement, right of way or subject to any encroachments (the "**Net Square Feet**"), in each case, to the nearest 100th of a foot;
- (b) the location and legal description of all easements, whether visible or recorded;
- (c) the location of all sidewalks, paths, driveways, and sewer, water, electric, gas, and other utility lines on or under the Property;
- (d) all curb cuts and access to public streets or roads adjoining the Property;
- (e) the encroachment of any building or improvement on adjacent premises onto the Property;
- (f) the boundaries of the Property, disclosing such boundaries to enclose a contiguous and uninterrupted area;
- (g) the location of all applicable building line or set-back requirements;
- (h) such other matters as may be necessary to enable Title Insurer to issue the Owner's Policy (defined hereinafter).

3.3 **Survey Defects.** If the Survey discloses any matters unacceptable to Purchaser, Purchaser shall so notify Seller within the Title and Survey Review Period. Seller shall, within twenty (20) days of Purchaser's notice, either have such matters removed by the Surveyor or cause

Title Insurer to commit to insure against loss or damage as a result of such matters. If Seller shall not so cure such matters within such twenty (20) day period, Purchaser may, at its sole option, either (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder, or (ii) waive such objections and close the transactions contemplated hereby without a reduction in the Purchase Price.

3.4 **Owner's Policy.** Title Insurer shall deliver to Purchaser at Closing an Owner's Policy of Title Insurance (the "**Owner's Policy**") in such form, as is currently prescribed by the Board of Insurance for the State [**if the State is a state in which ALTA title policies may be issued, the Owner's Policy shall be a Standard Form B-1990 Owner's Policy of Title Insurance**], in the amount of the Purchase Price, dated as of the Closing Date, insuring title to the Property in Purchaser, subject only to the Permitted Exceptions, with full extended coverage over all general exceptions, and containing, if available, (i) an ALTA Form 3.0 Zoning Endorsement; (ii) an access endorsement; (iii) a survey endorsement; (iv) comprehensive restrictions and covenants endorsement (if applicable), (v) an endorsement insuring against violations of state or local subdivision laws or ordinances, and (v) such other endorsements as Purchaser may reasonably require. The costs and expenses related to the Owner's Policy (the "**Costs of the Owner's Policy**") shall be paid as stated in Section 5.9 hereof.

ARTICLE IV

Representations, Warranties, and Conditions

4.1 **Seller's Representations.** Seller hereby represents and warrants to, and covenants with, Purchaser (which representations, warranties, and covenants are material and are being relied upon by Purchaser notwithstanding any independent inspections, investigations, or inquiries) as follows:

- (a) There are no leases in effect with respect to the Property.
- (b) Seller has received no written notice from any governmental authority, and there is no violation of Applicable Law which has not been heretofore corrected, nor any special tax or assessment to be levied against the Property, nor any change in the tax assessment of the Property.
- (c) There is no pending nor threatened litigation, governmental investigation, or like proceeding before any court, tribunal, or other governmental or quasi-governmental agency respecting the Property or the operation thereof by Seller, or which will materially affect Seller's ability to perform its obligations hereunder.
- (d) There are no pending nor threatened condemnation or eminent domain proceedings against the Property or any part thereof.

- (e) The information to be furnished by Seller, in connection with this Agreement, shall be true, correct, and complete in all material respects.
- (f) No portion of the Property comprises part of a tax parcel, which includes property other than the Property.
- (g) Intentionally Deleted.
- (h) The Property has never been used (whether by Seller or, to the best of Seller's knowledge, any other person) as a landfill (whether permanent or temporary) for any Hazardous Material.
- (i) Neither the Property nor the use, maintenance, or operation thereof is in violation of any Environmental Law as of the date hereof.
- (j) Seller's execution and delivery of, and performance under, this Agreement is pursuant to valid authority duly conferred upon Seller and the signatories hereto. The consummation of the transactions contemplated hereby and the compliance by Seller with the terms of this Agreement do not and will not conflict with or result in a material breach of any of the terms or provisions of any agreement, arrangement, undertaking, accord, document, or instrument to which Seller is a party or by which Seller or the Property is bound, or constitute a material violation of any Applicable Law to which Seller or the Property is bound or subject.
- (k) Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions.
- (l) The condition of the Property does not violate any Applicable Law.
- (m) Between the date hereof and the Closing Date:
 - (1) Seller will not sell, transfer, convey, or encumber, or cause or permit to be sold, transferred, conveyed, or encumbered, the Property or any part thereof or interest therein, or alter or amend the zoning classification of the Property, or otherwise perform or permit any act or deed which shall diminish, encumber, or affect Seller's rights in and to the Property or prevent it from fully performing its obligations hereunder; and
 - (2) Seller will permit Purchaser, its agents, representatives, and consultants to inspect the Property at all reasonable times and to inspect and make copies of all books, records, documents and other paperwork and information, if any, in the possession or under the control of Seller which relate to the Property.

(n) Seller shall give Purchaser prompt notice of the occurrence of any event or the receipt of any notice or knowledge the effect of which would be to make any representation, warranty, or covenant of Seller untrue or misleading in any material respect.

(o) There are no donations of monies or lands or payments (other than general real estate taxes) for schools, parks, fire departments, infrastructure, or any other public facilities or for any other purpose which are or will be required to be made by an owner of the Property. There are no obligations burdening the Property under any so-called "recapture agreement" involving refunds for sewer or water extension or other improvements to any sewer or water systems, oversizing utility, lighting, or similar expense or charge for work or services done upon or relating to the Property.

(p) The current zoning classification of the Property is Industrial.

The above representations of Seller shall survive the discharge of all other obligations owed by the parties to each other, and any transfer of title to the Property.

4.2 **Purchaser's Representations.** Purchaser hereby represents and warrants to, and covenants with, Seller that Purchaser's execution and delivery of, and performance under, this Agreement is pursuant to valid authority duly conferred upon Purchaser and the signatories hereto.

4.3 **Indemnification.** Seller hereby covenants and agrees that Seller shall indemnify, defend, and hold harmless Purchaser from and against any and all losses, costs, claims, demands, suits, causes of action, proceedings, and liabilities incurred by or asserted against Purchaser as a result of the breach of any of the representations contained in Section 4.1 hereof.

ARTICLE V

Closing; Contingencies

5.1 **Inspection Contingency.** Purchaser and its agents, engineers, surveyors, appraisers, auditors and other representatives shall have ONE HUNDRED TWENTY (120) days from the full execution of this Agreement (the "**Initial Inspection Period**") to inspect, examine, survey, and conduct soil tests, borings and other engineering and architectural tests, to determine the availability of adequate water and sewer supply and other utility services for the Property, to determine the physical condition of the Property, to investigate all applicable zoning ordinances, regulations, building codes and restrictions, to determine the availability of building permits, site plan and zoning approvals and other authorizations from applicable governmental authorities, to determine those factors, if any, that will increase the development costs of the Property, to determine the environmental condition of the Property, and to secure such assurances and otherwise to do that which, in Purchaser's sole opinion, is necessary to determine the suitability of the Property for Purchaser's intended use. Seller has delivered or will, within ten (10) days of the date hereof, deliver to Purchaser (i) a copy of the existing environmental reports with respect to the Property, which are in Seller's possession, (ii) a copy of the most recent real estate tax bill for the

Property, (iii) copies of all soil compaction reports and topographical surveys, which are in Seller's possession, (iv) copies of all covenants, conditions and restrictions or other building and use restrictions governing the Property, and (v) copies of all books, records and other reports in Seller's possession or control relating to the use, occupancy, condition and maintenance of the Property. Purchaser shall have the right, in its sole discretion, to terminate this Agreement for any reason or no reason, prior to the expiration of the Inspection Period. Purchaser shall effect such termination by providing written notice thereof ("**Notice of Termination**") to Seller prior to the expiration of the Inspection Period. In the event that Purchaser delivers such a Notice of Termination to Seller, as aforesaid, this Agreement shall terminate as of Seller's receipt of the Notice of Termination, the Earnest Money shall be immediately returned to Purchaser, and, thereafter, neither party shall have any further rights, obligations, or liabilities hereunder. Purchaser hereby agrees to indemnify, defend, and hold harmless Seller from and against any and all losses, costs, claims, demands, suits, causes of actions, proceedings, and liabilities incurred by or asserted against Seller as a result of the acts of Purchaser pursuant to this Section 5.1.

Purchaser shall have the right and option to extend the Initial Inspection Period by forty-five (45) days (the "**Additional Inspection Period**") by providing written notice (the "**Extension Notice**") to Seller of such intention prior to the expiration of the Initial Inspection Period and by depositing with Escrowee, within three (3) business days thereafter, the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3,000.00) (the "**Extension Fee**"). The Extension Fee shall be added to and shall comprise a part of the Earnest Money for all purposes under this Agreement. The Extension Fee shall be non-refundable in the event Purchaser terminates this Agreement after the Initial Inspection Period and shall be applied to the Purchase Price upon Closing. The Initial Inspection Period and the Additional Inspection Period shall be referred to, collectively, herein as the "**Inspection Period**".

In the event that Purchaser shall fail to provide Seller written notice ("**Notice of Acceptance**"), on or before the expiration of the Inspection Period, that Purchaser agrees to accept the Property and to proceed to Closing, this Agreement shall terminate, as of the expiration of the Inspection Period, the Earnest Money (less the Extension Fee, if such failure to provide Notice of Acceptance shall occur during the Additional Inspection Period) shall be returned to Purchaser, and neither party shall have any further rights, obligations, or liabilities hereunder.

5.2 **Subdivision.** If, at any time after the date hereof, Purchaser determines, in its sole discretion, that subdivision and platting of the Property will be necessary or desirable for Purchaser's intended use of the Property, Purchaser shall so notify Seller in writing, Purchaser shall promptly initiate subdivision and platting proceedings with respect to the Property and proceed diligently to cause such proceedings to be completed prior to the Closing, all at Purchaser's sole cost and expense (such subdivision and platting proceedings are referred to herein as the "**Subdivision**"; the costs and expenses related to the Subdivision are referred to herein as the "**Subdivision Costs**").

5.3 **Approval by Purchaser's Management.** The obligations of Purchaser under this Agreement are contingent on Purchaser's receiving from Frito-Lay, Inc., management, prior to the

expiration of the Inspection Period, (i) approval of the transaction contemplated hereby, and (ii) an approved Capital Appropriation Request. If Purchaser fails to notify Seller prior to the expiration of the Inspection Period that Purchaser has received such approvals, this Agreement shall terminate, the Earnest Money shall be returned to Purchaser, and neither party shall have any further rights, obligations, or liabilities hereunder.

5.4 **Closing.** The closing of the transactions contemplated hereby (the "**Closing**") shall occur at 10:00 a.m. at the offices of the Title Insurer no later than the date which is five (5) days after expiration of the Inspection Period, or on such other date as may be mutually acceptable to Seller and Purchaser (the "**Closing Date**"). On or before the Closing Date, Seller and Purchaser shall deposit with the Title Insurer any and all documents necessary to consummate the transfer of title from Seller to Purchaser pursuant to this Agreement (the "**Escrow**"). Counsel for Seller and Purchaser are hereby authorized to execute the escrow trust instructions, as well as any amendments thereto, on behalf of their respective clients. Seller shall warrant to Title Insurer and Purchaser at Closing that there are no unpaid bills for improvements made within six (6) months prior to the Closing Date and that Seller has no knowledge of proposed improvements to be paid by special tax bills; provided, however, that such warranty shall be expressly subject to any and all acts of Purchaser, its agents, successors, and assigns.

5.5 **FIRPTA Compliance.** Notwithstanding anything contained in this Agreement to the contrary, Seller acknowledges that the transaction contemplated hereunder may be subject to the provisions of the Foreign Investment in Real Property Tax Act of 1980, as amended ("**FIRPTA**"). Unless Seller can establish, by affidavit or otherwise, that the transaction contemplated hereunder is not subject to the withholding requirements of Section 1445(a) of the Code, Purchaser shall be entitled to withhold from the Purchase Price an amount equal to ten percent (10%) of the amount realized by Seller on the sale of the Property to Purchaser (the "**FIRPTA Withholding**") and pay the FIRPTA Withholding to the Internal Revenue Service in accordance with the provisions of the Code. Upon payment to Seller of the Purchase Price, less the FIRPTA Withholding, together with payment (or written direction to Title Insurer to make payment) of the FIRPTA Withholding to the Internal Revenue Service, Purchaser shall have fully discharged its obligation to pay the Purchase Price to Seller.

5.6 **Documents to be Delivered to Purchaser at Closing.** At least five (5) days prior to the Closing, Seller shall deliver or cause to be delivered to Purchaser, through the Escrow or otherwise, the following:

- (a) a general warranty deed (the "**Deed**"), conveying the Real Property to Purchaser, subject only to the Permitted Exceptions;
- (b) a commitment from Title Insurer to issue the Owner's Policy (effective as of the Closing Date) within five (5) days of the Closing Date;
- (c) the originals of all Permits, if any, together with (i) an assignment thereof to Purchaser in form and substance reasonably acceptable to Purchaser, and (ii) all consents to the assignments required by the terms of such Permits or by Applicable Law;

- (d) a Seller's certificate, in the form attached hereto as Exhibit B (the "**Seller's Certificate**"), stating that all of the representations and warranties set forth in this Agreement are true and accurate in all material respects, as of the Closing Date;
- (e) subject to the provisions of Section 5.5 hereof, an affidavit, in the form attached hereto as Exhibit C (the "**Certification of Non-Foreign Status**"), stating Seller's U.S. taxpayer identification number and that Seller is a "United States Person", as defined by Sections 1445(f)(3) and 7701(b) of the Code;
- (f) such seller's affidavits or undertakings acceptable to Title Insurer as it may require to issue the Owner's Policy;
- (g) all books and records relating to the use, occupancy, and maintenance of the Property, if any;
- (h) fully executed counterparts of an agreed upon closing and proration statement (the "**Closing Statement**");
- (i) a "Gap" Indemnification Agreement (the "**Gap Indemnity**"), if required by Title Insurer, pursuant to which Seller shall agree to defend, remove, bond or otherwise dispose of any encumbrance, lien or objectionable matter to title, which may arise or be filed, as the case may be, against the Property, during the period of time between the latest effective date of the Commitment, as of the Closing Date, and the date of recordation for all closing instruments, and to hold harmless and indemnify Title Insurer against all expenses, costs and reasonable attorneys' fees which may arise out of Seller's failure to so defend, remove, bond or dispose of any of said objection(s) to title;
- (j) a fully executed counterpart of the Real Estate Transfer Tax Declaration for the State, if applicable; and
- (k) such other documents and instruments as may be required by any other provision of this Agreement, or as may be reasonably necessary to consummate the transactions contemplated hereby.

5.7 **Documents to be Delivered to Seller at Closing.** At, or prior to the Closing, Purchaser shall deliver or cause to be delivered to Seller, through the Escrow or otherwise, the following:

- (a) the Purchase Price, plus or minus prorations and adjustments as provided in this Agreement;
- (b) fully executed counterparts of the Closing Statement;

(c) a fully executed counterpart of the Real Estate Transfer Tax Declaration for the State, if applicable; and

(d) such other documents and instruments as may be required by any other provision of this Agreement, or as may be reasonably necessary to consummate the transactions contemplated hereby.

5.8 **Prorations.** At the Closing, Seller and Purchaser shall prorate general real estate taxes for the Property for the year in which the Closing occurs, and subsequent years, to the extent not yet due and payable, based on the most recently ascertainable taxes for the Property, and monetary adjustment shall be made between Seller and Purchaser through the Escrow, to be prorated by the parties on receipt of a final bill for such period. Any special assessments affecting the Property shall also be prorated at Closing.

5.9 **Expenses.** Except as otherwise provided in this Agreement, the costs and expenses related to the transactions contemplated hereby shall be paid by Seller and Purchaser, as follows:

5.9.1 The following expenses shall be paid by Seller at Closing:

- (a) fees for obtaining and recording releases of liens and encumbrances; and
- (b) real estate transfer taxes.

5.9.2 The following expenses shall be paid by Purchaser at Closing:

- (a) fees for recording the Deed;
- (b) the Costs of the Owner's Policy;
- (c) the Survey Costs;
- (d) the Commitment Charges;
- (e) the Subdivision Costs; and
- (f) the Escrow fee.

Each party shall pay its own legal fees. All other costs, charges, and expenses shall be paid as provided in this Agreement or, in the absence of such provision, in accordance with Applicable Laws.

5.10 **Site Plan Approval.** The Seller shall obtain site plan approval in compliance with Title 11 of City Code for construction of a building within 180 days of closing.

ARTICLE VI

Defaults

6.1 **Notice and Cure.** No party shall be deemed to be in default hereunder unless such party fails to cure the alleged default within ten (10) days after receipt of written notice thereof; provided, however, that:

- (a) if such alleged default is not susceptible of being cured within said ten (10) day period, such party shall not be deemed in default hereunder so long as such party commences to cure the alleged default within said ten (10) day period and diligently prosecutes the same to completion; and
- (b) no notice shall be required or cure period permitted in the event the alleged default is a failure to close the transaction contemplated hereby on the Closing Date.

6.2 **Default by Seller.** IN THE EVENT OF A DEFAULT BY SELLER HEREUNDER, PURCHASER SHALL BE ENTITLED, IN ADDITION TO ANY AND ALL OTHER REMEDIES TO WHICH PURCHASER MAY BE ENTITLED AT LAW OR IN EQUITY, (I) TO TERMINATE THIS AGREEMENT BY WRITTEN NOTICE TO SELLER, IN WHICH EVENT THE EARNEST MONEY SHALL BE RETURNED TO PURCHASER AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS, OBLIGATIONS, OR LIABILITIES HEREUNDER, OR (II) TO ENFORCE SELLER'S OBLIGATIONS HEREUNDER BY A SUIT FOR SPECIFIC PERFORMANCE, IN WHICH EVENT PURCHASER SHALL BE ENTITLED TO SUCH INJUNCTIVE RELIEF AS MAY BE NECESSARY TO PREVENT SELLER'S DISPOSITION OF THE PROPERTY PENDING FINAL JUDGMENT IN SUCH SUIT.

6.3 **Default by Purchaser.** IN THE EVENT OF A DEFAULT BY PURCHASER, SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTABLISH SELLER'S DAMAGE BY REASON OF PURCHASER'S DEFAULT, THAT THE AMOUNT OF PURCHASER'S EARNEST MONEY IS A REASONABLE ESTIMATE OF SUCH DAMAGES, AND THAT SELLER SHALL RETAIN PURCHASER'S EARNEST MONEY AS LIQUIDATED DAMAGES AND AS SELLER'S SOLE REMEDY AGAINST PURCHASER. SELLER AND PURCHASER FURTHER AGREE THAT PURCHASER'S EARNEST MONEY IS A REASONABLE SUM FOR LIQUIDATED DAMAGES CONSIDERING ALL CIRCUMSTANCES AS OF THE DATE HEREOF, AND RECEIPT OF PURCHASER'S EARNEST MONEY SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY IN LIEU OF ANY OTHER RIGHT OR REMEDY AT LAW OR IN EQUITY TO WHICH SELLER MIGHT OTHERWISE BE ENTITLED.

BY PLACING THEIR INITIALS IMMEDIATELY BELOW, PURCHASER AND SELLER EACH CONFIRM THAT THEY HAVE READ AND UNDERSTAND AND ACCEPT THE DEFAULT AND DAMAGES PROVISIONS STATED ABOVE IN PARAGRAPHS 6.2 AND 6.3.

(Purchaser)

(Seller)

ARTICLE VII

Condemnation

7.1 **Condemnation.** If, prior to Closing, any condemnation proceedings are threatened or commenced against all or any material (as determined by Purchaser in its sole discretion) part of the Property (a "**Condemnation**"), Seller shall so notify Purchaser in writing and Purchaser shall elect, by written notice to Seller within ten (10) business days after receipt of Seller's notice, to either:

- (a) terminate this Agreement, in which event the Earnest Money shall be returned to Purchaser and neither party shall have any further rights, obligations, or liabilities hereunder; or
- (b) close the transaction contemplated hereby without a reduction in the Purchase Price, in which case Seller shall assign to Purchaser all of Seller's right, title, and interest in, to, and under any Condemnation award to be paid to Seller in connection with such Condemnation; provided, however, that if Purchaser fails to make an election within the aforesaid ten (10) day period, Purchaser shall be deemed to have elected to proceed in accordance with the provisions of subparagraph (a) above.

ARTICLE VIII

Exchange Option

8.1 **Acknowledgment.** Seller acknowledges that Purchaser may include the transfer of the Property in a "like-kind exchange" in accordance with Section 1031 of the Code. Seller agrees to cooperate with Purchaser's reasonable requests in structuring and consummating the transactions contemplated hereunder so as to comply with said Section 1031; provided, however, that in no event shall the Closing Date be extended.

8.2 **Costs and Expenses.** Purchaser shall bear all costs and expenses incurred in connection with any exchange transaction initiated by Purchaser, and Purchaser agrees to indemnify, defend and hold harmless Seller from and against any and all losses, costs, damages, liability, or obligations (including reasonable attorneys' fees and expenses) in connection or with respect thereto.

ARTICLE IX

Property Tenants

Intentionally Deleted.

ARTICLE X

General Provisions

10.1 **Intermediaries.** Purchaser and Seller acknowledge and agree that CB Richard Ellis ("**Purchaser's Broker**") and has acted as real estate broker in connection with the transaction contemplated hereby. If, and only if, the Closing occurs, Purchaser shall (i) pay Purchaser's Broker a commission equal to a total of six percent (6%) of the Purchase Price ("**Purchaser's Broker's Commission**"). Purchaser's payment of the Commission, in the manner described above, shall satisfy any and all obligation(s) on the part of Seller, or Purchaser, to pay a commission to Purchaser's Broker, in association with the transactions contemplated hereby.

BY EXECUTING THIS AGREEMENT BELOW, THE BROKER CONFIRMS THAT IT HAS READ, UNDERSTAND, AND ACCEPT THE TERMS STATED ABOVE IN SECTION 9.1.

PURCHASER'S BROKER:

By: _____
Title: _____
Date: _____

Seller represents and warrants to Purchaser that there is no broker, finder, or other intermediary of any kind with whom Seller has dealt, in connection with the transactions contemplated hereby, other than Purchaser's Broker. Seller agrees to indemnify, defend, and hold harmless Purchaser with respect to such representation and warranty.

Purchaser represents and warrants to Seller, that there is no broker, finder, or other intermediary of any kind with whom Purchaser has dealt, in connection with the transactions contemplated hereby, other than Purchaser' Broker. Purchaser agrees to indemnify, defend, and hold harmless Seller with respect to such representation and warranty.

10.2 **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed received (a) upon receipted delivery if sent by personal messenger, (b) three (3) Business Days after being deposited in the U.S. Mail, registered or

certified, return receipt requested, (c) one (1) Business Day after being deposited with a nationally recognized overnight courier service, or (d) upon confirmation of transmission if sent by facsimile (if a hard copy is simultaneously sent by U.S. mail or a nationally recognized overnight courier service), in each case with postage/delivery prepaid or billed to the sender and addressed as follows:

If to Seller:

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433
Attention: David Brodie, Assistant City Attorney
Telephone: 763-767-6495
Facsimile: 763-767-6531
E-mail: dbrodie@coonrapidsmn.gov

with a copy to:

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433
Attention: Matthew C. Brown, Community Development Specialist
Telephone: 763-767-6460
Facsimile: 763-767-6573
E-mail: mbrown@coonrapidsmn.gov

If to Purchaser:

Clint Bixler
FRITO-LAY, INC.
7701 Legacy Drive, MD 4A-302(Real Estate)
Plano, TX 75024-4099
Telephone: (972) 334-5150
Facsimile: (972) 334-6113
E-mail: clint.b.bixler@fritolay.com

with a copy to:

Mike Rowan
STUTZMAN, BROMBERG, ESSERMAN & PLIFKA, P.C.
2323 Bryan Street, Suite 2200
Dallas, TX 75201
Phone: (214) 969-4900
Facsimile: (214) 969-4999
E-mail: rowan@sbep-law.com

Either party may change its address for purposes of notice hereunder by giving written notice thereof as aforesaid.

10.3 **Entire Agreement.** This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

10.4 **Amendment.** This Agreement may be amended only by a written instrument executed by all of the parties hereto.

10.5 **Waivers.** No waiver of any condition or provision of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be deemed or construed as a waiver of any other or similar provision or of any future event, act, or default.

10.6 **Time.** TIME IS OF THE ESSENCE OF THIS AGREEMENT. In the computation of any period of time provided for in this Agreement or by law, the day of the act or event from which such period of time runs shall be excluded, and the last day of such period shall be included, unless it is a Saturday, Sunday, or legal holiday, in which case the period shall be deemed to run until the end of the next Business Day.

10.7 **Severability.** If any provision of this Agreement is deemed unenforceable in whole or part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated herein as so limited or as if such provision had not been included herein, as the case may be.

10.8 **Headings.** Headings of paragraphs are for convenience of reference only and shall not be construed as part of this Agreement.

10.9 **Assignment; Binding Effect.** Purchaser may assign this Agreement without the consent of Seller, provided that any such assignee shall assume in writing the obligations of Purchaser hereunder. Upon the written assignment by Purchaser and assumption by the assignee, Purchaser shall be relieved of all further obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns.

10.10 **Choice of Law; Venue.** The validity, interpretation and performance of this Agreement shall be controlled and construed under the laws of the State of Texas without regard to conflicts of laws principles and the state or federal district courts located in Dallas or Collin County, Texas shall have exclusive jurisdiction over any legal action concerning or relating to this Agreement.

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute a single instrument.

10.12 **Litigation.** In the event any dispute arises hereunder, including but not limited to, with respect to the disposition of the Earnest Money, and litigation or arbitration proceedings are commenced, the prevailing party shall be entitled to recover from the other party all costs and expenses incurred in connection with such proceedings, including but not limited to attorneys' fees and costs.

10.13 **Construction of Agreement.** In no event shall this Agreement be construed more strongly against any one person solely because such person acted as draftsman hereof, it being acknowledged by the parties hereto that both have been represented by competent legal counsel, that this Agreement has been subject to substantial negotiation, and that all parties have contributed substantially to the preparation of this Agreement.

10.14 **Acceptance by Seller.** A counterpart of this Agreement, duly executed by Seller, shall be delivered to Purchaser on or before _____, 200__, or, at the option of Purchaser, this Agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

10.15 **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

10.16 **Not Binding until Executed by Purchaser.** Neither this Agreement, nor any of the terms and provisions hereof, shall be binding upon or enforceable against Purchaser unless and until the same is executed by Purchaser.

[Signatures on following page]

IN WITNESS WHEREOF, Seller and Purchaser have caused this Agreement to be executed as of the dates written below.

SELLER:

Dated: _____

**CITY OF COON RAPIDS,
a municipal corporation**

By: _____
Tim Howe, Mayor

By: _____
Matthew S. Fulton, City Manager

PURCHASER:

Dated: _____

**ROLLING FRITO-LAY SALES, LP, a
Delaware limited partnership**

By: _____
Clint Bixler
Manager, Real Estate Operations

EXHIBIT A

Legal Description of Property

Anoka County PID 36-31-24-21-0021

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.

Final legal description may change by agreement of the parties based on Purchaser's survey of the Property.

EXHIBIT B

Form of

SELLER'S CERTIFICATE

_____, a _____ ("Seller"), hereby certifies to FRITO-LAY, INC., a Delaware corporation, its successors, assigns and affiliates, and to Chicago Title Insurance Company, that all of the representations and warranties set forth in that certain Real Estate Purchase Agreement dated _____, 200__, are true and accurate in all material respects, as of the date hereof.

Dated: _____, 200__.

SELLER:

CITY OF COON RAPIDS.
a Minnesota municipal corporation,

By: _____
Name: _____
Title: _____

EXHIBIT C

Form of

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform FRITO-LAY, INC., a Delaware corporation ("Transferee"), that withholding of tax is not required upon the disposition of a U.S. real property interest by CITY OF COON RAPIDS, a Minnesota municipal corporation ("Seller"), the undersigned hereby certifies the following:

1. Seller is a "United States Person" and is not a "foreign person" in accordance with and for the purposes of the provisions of sections 7701 and 1445 (as may be amended) of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.
2. Seller's U.S. Employer Identification Number is: 41-6008573
3. Seller is not a disregarded entity, as that term is defined in Section 1.1445 - 2(b)(2)(iii); and
4. Seller's office address is:

City of Coon Rapids
11155 Robinson Drive
Coon Rapids, MN 55433

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Dated: _____, 200__.

SELLER:

CITY OF COON RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____



City Council Regular

10.

Meeting Date: 12/20/2011

Subject: PC 11-31 Approval of Ordinance Amending the City's Zoning Map, Steve Culley and the City of Coon Rapids, 325/311/295 Northdale Blvd,

From: Scott Harlicker, Planner

INTRODUCTION

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

DISCUSSION

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.

This item was introduced at the December 6th City Council meeting.

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, the Planning Commission's motion was to 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 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. 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

Ordinance

Location Map

Zoning Map

PC staff report

PC minutes 11-17

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.

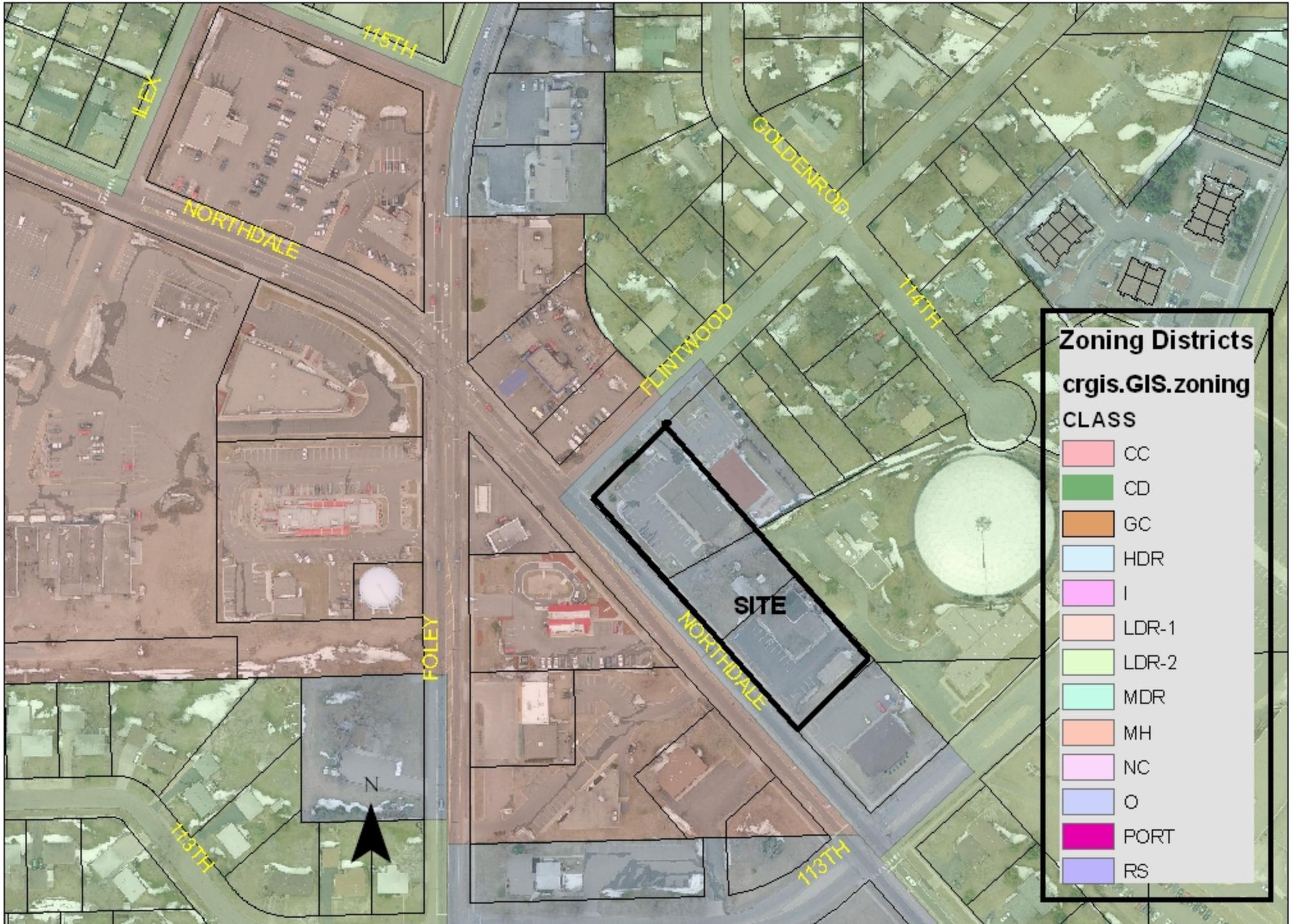
Adopted on the ____ day of _____, 2011.

Tim Howe, Mayor

ATTEST:

Joan A. Anderson, City Clerk

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

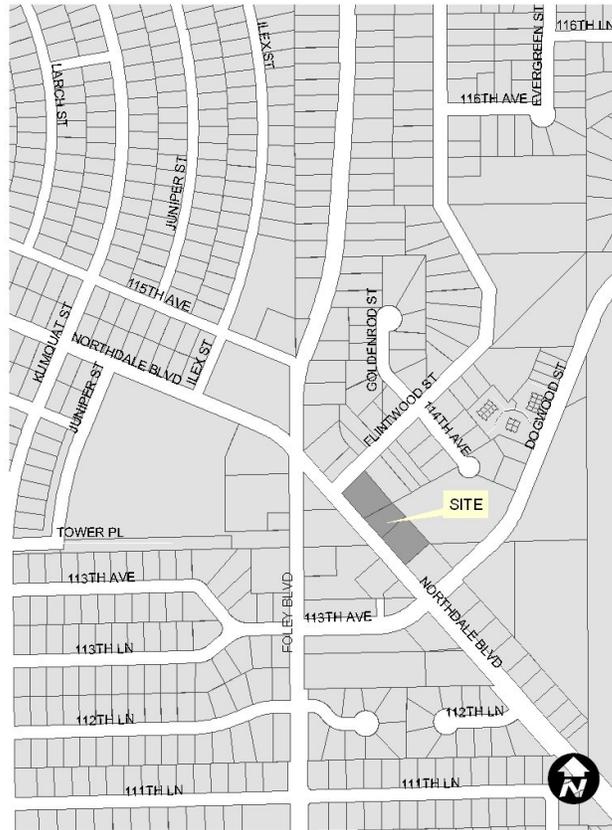
60 DAY RULE

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.



City Council Regular

11.

Meeting Date: 12/20/2011

Subject: PC 11-30 Comprehensive Plan Amendment, Steve Culley and City of Coon Rapids, Northdale Blvd. and Flintwood St.

From: Scott Harlicker, Planner

INTRODUCTION

The applicants are requesting approval of an amendment to the City's Comprehensive Land Use Plan to change the land use designation from Office to Community Commercial.

DISCUSSION

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 comprise 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 serve as a buffer to the residences and school on the east side of Dogwood Street.

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

The City's Comprehensive Plan identified the Northdale and Foley Boulevard commercial area as an area that may require some revitalization. Changing the subject properties land use designation to *Community Commercial* would allow these properties be rehabbed and redeveloped in a manner consistent with the community commercial character of the area.

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.

Planning Commission

At the Planning Commission meeting held on November 17th, two residents spoke at the public hearing. They were concerned the proposed amendment 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 amendment is not required for these properties to be redeveloped or be reused and the proposed change may have detrimental impacts on the area.

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.

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 11-30, the Planning Commission's motion was to recommend denial of the proposed amendment. The motion to deny failed with a 3:3 vote.

Staff's recommendation to the City Council is to adopt Resolution 11-134 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. Redeveloping these parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* land uses to the south and west.

Attachments

Location Map

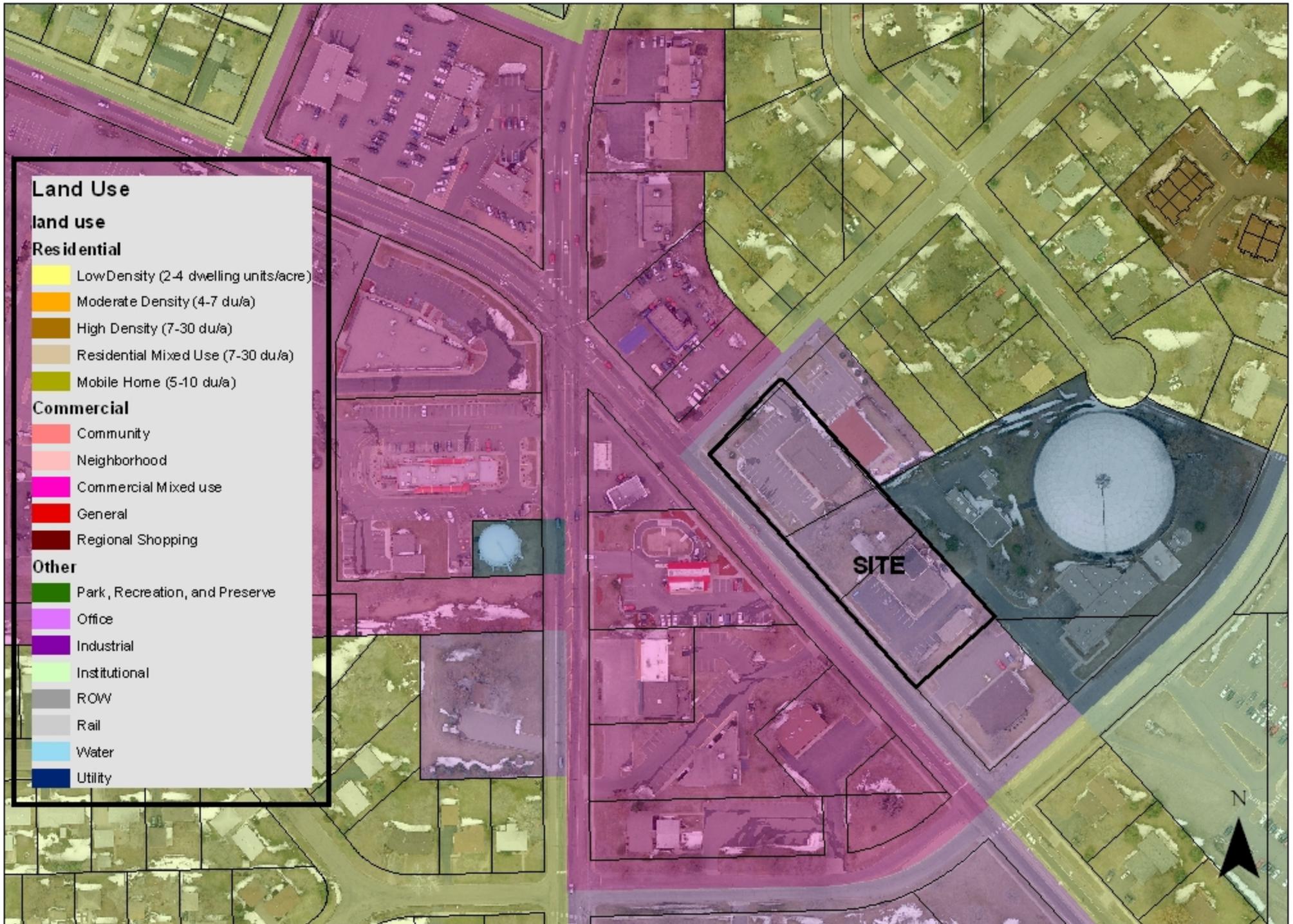
Land Use Map

PC Staff Report

PC minutes 11-17

Resolution

Land Use Map





TO: Planning Commission

FROM: Scott Harlicker,
Planner

DATE: November 17, 2011

**SUBJECT: Planning Case 11-30
Comprehensive Plan
Amendment 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 an amendment to the City's Comprehensive Land Use Plan to change the land use designation from Office to Community Commercial.

ACTIONS

Conduct a public hearing
Recommendation by Planning Commission
Decision City Council on December 20, 2011

ATTACHMENTS

Air photo of area
Land Use Map
Narrative

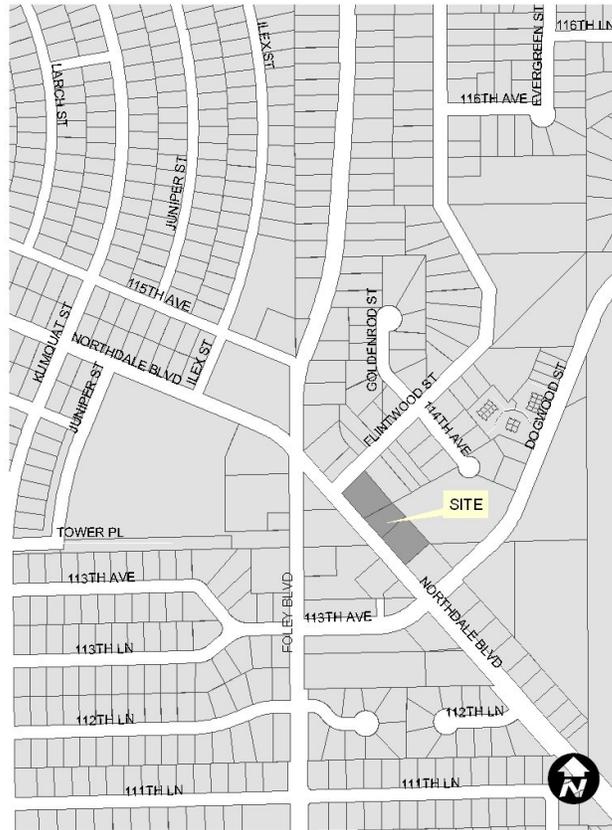
60 DAY RULE

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 comprise 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 serve as a buffer to the residences and school on the east side of Dogwood Street.

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

The City's Comprehensive Plan identified the Northdale and Foley Boulevard commercial area as an area that may require some revitalization. Changing the subject properties land use designation to *Community Commercial* would allow these properties be rehabbed and redeveloped in a manner consistent with the community commercial character of the area.

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.

RECOMMENDATION

In Planning Case 11-30, recommend approval of 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. Redeveloping these parcels as *Community Commercial* would be a logical extension of the existing *Community Commercial* land uses to the south and west.

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.

RESOLUTION NO. 11-134

A RESOLUTION AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF COON RAPIDS (PC 11-30)

WHEREAS, the Comprehensive Plan adopted by the City Council for the City of Coon Rapids on November 4, 1981, designated an Office use for property described as follows:

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.

WHEREAS, after consideration by the Planning Commission of appropriate use for this area, the Commission has recommended that the property previously designated as Office use be designated as Community Commercial; and

WHEREAS, the City Council, after due deliberation and consideration of the recommendations of the Planning Commission, concurs with said recommendations.

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the Comprehensive Plan as amended be further amended to provide that the property hereinafter described be designated as Community Commercial, to-wit:

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:

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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:

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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:

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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.

Adopted by the Coon Rapids City Council this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

12.

Meeting Date: 12/20/2011

Subject: Adopt 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. Council introduced an ordinance to install a stop sign stopping eastbound traffic on 108th Lane at Eagle Street at their December 6, 2011 meeting. Council is requested to adopt the ordinance establishing a stop sign at this location.

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 adopt the attached ordinance establishing a stop sign stopping eastbound traffic on 108th Lane at Eagle Street.

Fiscal Impact

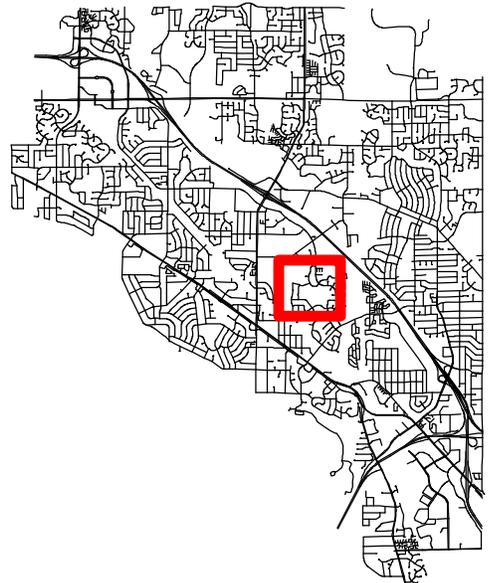
BUDGET IMPACT:

This item has no major budget impact other than the initial installation cost of the sign.

Attachments

108th Lane Stop Sign Map

108th Lane Stop Sign Ordinance



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.

Meeting Date: 12/20/2011

Subject: Adopt Resolution and Ordinance Restricting 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. Adoption of 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 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. Adopt 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

Resolution No. 11-126

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

RESOLUTION NO. 11-126

**RESOLUTION RELATING TO PARKING RESTRICTIONS
128TH AVENUE FROM CROOKED LAKE BOULEVARD
TO COON CREEK BOULEVARD**

WHEREAS, this resolution was passed this 20th day of December, 2011 by the City of Coon Rapids in Anoka County, Minnesota. The Municipal corporation shall hereinafter be called the “City,”

WITNESSETH:

WHEREAS, the “City,” has previously restricted parking on both sides of 128th Avenue, State Aid Route No. 114-135, from Crooked Lake Boulevard to Coon Creek Boulevard in the City of Coon Rapids, Minnesota; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street but does provide adequate width for parking on one side.

NOW, THEREFORE, BE IT RESOLVED that the “City” shall ban the parking of motor vehicles on the south side of 128th Avenue at all times.

Adopted this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

14.

Meeting Date: 12/20/2011

Subject: First Amendment to Harvest Grill Lease

Submitted For: Matt Fulton, City Manager

From: Cathy Sorensen, City Clerk

INTRODUCTION

Council is asked to consider a first amendment to the Harvest Grill lease at Bunker Hills Golf Club.

DISCUSSION

Information on this item will be distributed on Monday, December 19.

ALIGNMENT WITH STRATEGIC VISION

This item relates to all sections of the 2030 Strategic Vision.

RECOMMENDATION

Council is asked to review and consider the proposed first amendment to the Harvest Grill lease at Bunker Hills Golf Club when distributed on Monday, December 19.



City Council Regular

15.

Meeting Date: 12/20/2011

Subject: Consider Approval of Contract with SRF Consulting to Complete a Highway Interchange Request

From: Marc Nevinski, Community
Development Director

INTRODUCTION

Council is asked to approve a contract with SRF Consulting to complete a Highway Interchange Request (HIR) for a full access interchange at Coon Rapids Boulevard and State Trunk Highway 610.

DISCUSSION

Earlier this year the Council reviewed the findings of a study by SRF Consulting which identified several feasible alternatives to construct a full access interchange at Coon Rapids Boulevard and TH 610. The preferred alternative included a "folded diamond" interchange on the south side of TH 610 and a "button hook" design touching down on Foley Boulevard on the north side of TH 610. With a concept identified, the next step in the process is to submit an HIR to MNDoT and the Met Council for review.

The attached proposal from SRF Consulting details the HIR process, which is divided into three tasks.

1. Presentation of and feedback on the proposed project.
2. Completion of Qualifying Criteria based on previously completed work.
3. Completion of Technical Criteria based largely on feedback from the MNDoT / Met Council committee.

It should be noted that this proposal is only for Tasks 1 and 2 due to the unknown scope yet to emerge for Task 3. Tasks 1 and 2 are anticipated to be completed in March. Task 3 could be completed by May.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Transportation and Community Development and Redevelopment** section of the 2030 Strategic Vision by pursuing infrastructure investments that expand transportation options and enhance economic development opportunities in Coon Rapids.

RECOMMENDATION

Staff recommends Council authorize the City Manager to execute the attached proposal from SRF Consulting to complete a Highway Interchange Request for Coon Rapids Boulevard and Trunk Highway 610 in the amount of \$6500.

Fiscal Impact

BUDGET IMPACT:

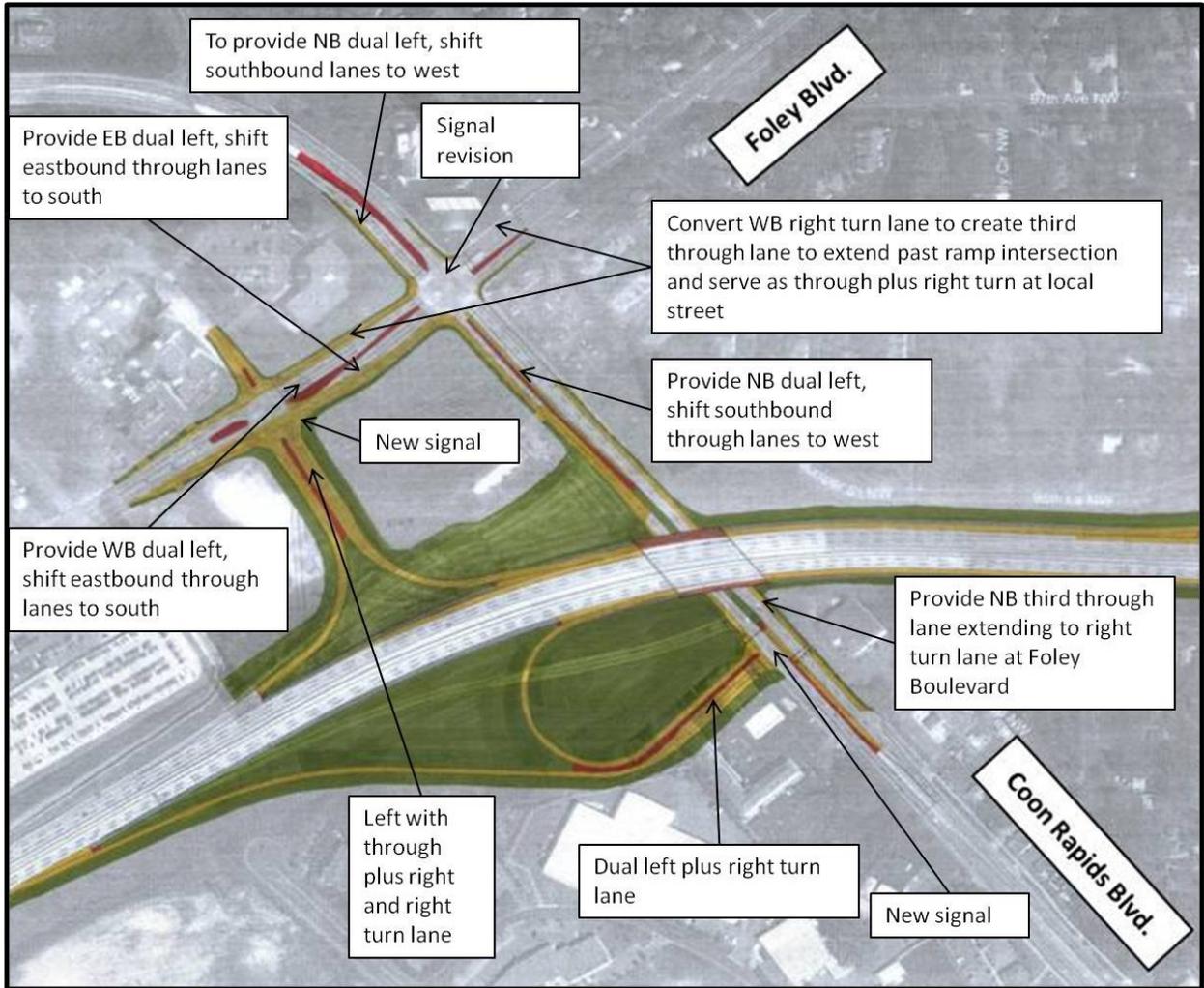
The fee for Tasks 1 and 2 is \$6500. Adequate funds exist in the Hanson/Highway 10 Fund (Account 781) to cover this expenditure.

Task 3 is estimated to cost between \$25,000 and \$40,000, depending upon feedback from MNDoT and the Met Council on the proposed project. A scope of work for Task 3 will be prepared for consideration following the completion of Tasks 1 and 2.

Attachments

Map

SRF Proposal Tasks 1 & 2



Alternative 2 – Eastbound Folded – Westbound Button Hook

November 18, 2011

Mr. Marc Nevinski
Community Development Director
CITY OF COON RAPIDS
Community Development Department
11155 Robinson Drive
Coon Rapids, MN 55433-6573

SUBJECT: SCOPE OF SERVICES FOR HIGHWAY INTERCHANGE REQUEST FOR
COON RAPIDS BOULEVARD TO TH 610 – CITY OF COON RAPIDS, MINNESOTA

Dear Mr. Nevinski:

The City of Coon Rapids has previously requested SRF Consulting Group to investigate the feasibility of adding east access from Coon Rapids Boulevard to TH 610. The next step would be to complete a Highway Interchange Request (HIR) which is Appendix E of the 2030 Transportation Policy Plan. We should approach this as a staged process. The first stage would be to meet with the interchange committee (MnDOT and Met Council staff) to present the project and get feedback from them. The HIR document is divided into two sections (Qualifying and Technical Criteria). The second stage would be to complete the qualifying criteria of the document. This would be completed and submitted to the committee for further review and comment. At that point, we will have a very good idea the chances of the project proceeding. The third stage is to complete the Technical Criteria. The level of effort will be very dependent on the questions the committee still has about the project, if any.

SCOPE OF SERVICES

The scope of our services, as we understand it, is to perform the following tasks for the Highway Interchange Request:

Task 1: Prepare for and attend a meeting with the interchange committee. Seek comments from the participants to assess the level of effort required to proceed with the project and completion of the criteria.

Task 2: Prepare the Qualifying Criteria. The level of effort could vary depending on the meeting with the committee. We will base our scope on a moderate level of effort based on our past experiences with them. If the level of effort is different than the expected amount, we will notify the City prior to beginning this task. A moderate level would not require any additional information beyond that already completed in the initial scope.

Task 3: Prepare the Technical Criteria (development and design criteria). The level of effort could vary greatly depending on how Tasks 1 and 2 proceed. At this point, the City would decide if they wish to go forward. While this document is a policy document, the committee could ask for information beyond the existing technical data completed in the initial phase of this project. Therefore, we will not provide a scope of work for this task.

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

BASIS OF PAYMENT

The total cost of our services on this project will not exceed \$6,500 for Tasks 1 and 2. This does not include Task 3 because of the potential for requested additional information. The estimated cost is based on the scope of services provided. It is understood that if the scope or the extent of work is adjusted at any time, the project cost will be adjusted accordingly, upon your approval.

We propose to be reimbursed for our services on an hourly basis at the approved City rates for actual time expended. The project cost includes out-of-pocket expenses (printing, reproduction, etc.) billed at cost, and mileage, which will be billed at a rate not to exceed the IRS allowance for business miles. Invoices would be submitted on a monthly basis for work performed during the previous month, with payment due within 30 days.

NOTICE TO PROCEED

A signed copy of this proposal or a separate letter of authorization returned to this office will serve as notice to proceed. We will begin the work immediately thereupon, and will complete the project within a mutually agreed upon time schedule.

We sincerely appreciate your consideration of this proposal, and hope that we may look forward to working with you on this project. Please let us know if you have any questions concerning our proposal.

Sincerely,

SRF CONSULTING GROUP, INC.

Patrick T. Corkle, PE, PTOE (MN)
Principal

PTC/gjd

APPROVED:

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by the CLIENT's negligent acts under this Agreement and that of its subconsultants or anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to

indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

If negotiation in good faith fails to resolve a dispute within the thirty (30) days of notice of the dispute, or time period specified by applicable law, then the parties agree that each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

16. CONTROLLING LAW

This Agreement is to be governed by the law of the principal place of business of SRF.



City Council Regular

16.

Meeting Date: 12/20/2011

Subject: Consideration of Proposal from SEH, Inc. for Engineering Services for Watermain Lining on 93rd Avenue/Evergreen Boulevard - Project 12-9

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

In 2010, as part of our street reconstruction program, we completed a watermain relining project on Xeon Street south of 12th Avenue. This project was done as a demonstration to explore new technology for lining watermain similar to the lining operation done for the last several years on our sanitary sewer system. The project was very successful and allowed the watermain to be relined rather than excavated and replaced. Staff wishes to continue with the watermain lining program similar to the sanitary sewer lining program. SEH, Inc. provided engineering services for us on the Xeon Street project in 2010. They have submitted a proposal for engineering services for the relining project planned on 93rd Avenue for 2012. Consideration of the proposal is appropriate at this time.

DISCUSSION

In 2010, the Public Works Department began a relining program for our watermain system. The first segment was done on Xeon Street south of 121st Avenue in conjunction with the reconstruction of Xeon Street. The project was successfully completed and staff feels the program should be continued on other sections of watermain throughout the City that are experiencing maintenance difficulties. We have had several watermain breaks on 93rd Avenue and Evergreen Boulevard. This segment to be considered is shown on Figure No. 1 in the SEH proposal and includes 93rd Avenue from Coon Rapids Boulevard to Evergreen Boulevard, and Evergreen Boulevard from 93rd Avenue to 93rd Lane. The project will include relining this section of watermain and providing temporary water services to the businesses in the area during construction. The proposal from SEH provides engineering services to prepare the preliminary design report, plans and specifications, assist the City in the bidding process, and provide construction and inspection services for the watermain relining project.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in the spring of 2012. Construction will start in May, 2012 and be completed by July, 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 watermain system.

RECOMMENDATION

I recommend the Council accept the proposal for engineering services for watermain lining on 93rd Avenue and authorize execution of the agreement for engineering services in accordance with the proposal dated December 2, 2011.

Fiscal Impact

BUDGET IMPACT:

The proposal contains a lump sum fee and payment for engineering services in the amount of \$97,104 which is 19.2 % of the total estimated construction cost of \$506,000. The project is funded from the City's Water Utility Fund and adequate funding is provided in the 2012 Budget.

Attachments

Project 12-9 SEH Agreement



December 2, 2011

RE: City of Coon Rapids
93rd Avenue Trunk Water Main Pipe
Rehabilitation
SEH No. PCOONR 118266

Mr. Rick Bednar
Utilities operations Supervisor
City of Coon Rapids
1831 111th Avenue
Coon Rapids, MN 55433

Dear Mr. Bednar:

Thank you very much for asking SEH to assist the City of Coon Rapids (City) with its 93rd Avenue Trunk Water Main Pipe (pipe) Rehabilitation Project (Project). We look forward to assisting the City as it continues to deploy pipe lining technology for the rehabilitation of its public utilities.

This letter serves as the Supplemental Letter Agreement to provide the City with bid document preparation, bidding assistance, and construction phase services for this project in accordance with the Agreement for Professional Services dated May 5, 1995 (Agreement) between the City and SEH. The scope of services for this project is detailed in the attached Task Hour Budget (THB) and Exhibit A.

Background

The Project location is outlined in Figure No. 1 attached. We understand the following items to be true for this Project.

1. Recent increases in the frequency of maintenance required to the repair the pipes serving the businesses in the Project area have caused City staff to consider rehabilitation of the pipes.
2. The water service pipes serving businesses along these segments of pipe vary from 6-inch to 8-inch diameter and are in satisfactory condition.
3. 93rd Avenue is located in a commercial business setting that frequently relies on semi-truck vehicles to deliver/ship goods. Business access and traffic flow would be much more limited if the City were to choose the open cut method of replacement of its trunk water main pipes.
4. The City prefers to split the Project into segments in order of priority as shown in Figure No. 1 and as follows:
 - a. Segment 1 – 93rd Avenue between Evergreen Boulevard and Holly Street
 - b. Segment 2 – Evergreen Boulevard between Holly Street and 93rd Avenue
 - c. Segment 3 – 93rd Avenue between Holly Street and County Road 3/Coon Rapids Boulevard
5. The Project's bidding documents will include Segment 1 as the base bid and Segments 2 and 3 as add alternates.

In 2011, the City completed its first project utilizing the cured-in-place-pipe liner method of pipe rehabilitation (CIPP) along Xeon Street. This method gives the City an option to rehabilitate the pipe while maintaining access to businesses and limiting the amount of traffic control required versus the open cut method.

Project Team

Mark Lobermeier is the client service manager for all projects undertaken by SEH in the City. Paul Pasko and Toby Muse will be responsible for successfully executing the work plan for this project, similar to the City's Xeon Street Trunk Water Main Pipe Rehabilitation project in 2010/2011. Toby Muse will be the project manager and the City's primary contact during project execution.

Compensation

Our proposed not to exceed fee reported by our THB is \$97,104. A conceptual level construction cost estimate for this project is approximately \$506,000. Our fees to prepare bid documents, assist the City with bidding, and provide part-time construction phase services will likely cost the City 19.2% of this project's likely construction cost.

We will invoice the City monthly on an hourly basis for our labor. Our invoices will also include our expenses. Our invoicing will be completed in accordance with the enclosed Exhibit C-1. Additional services required can be negotiated or provided as extra work on an hourly basis.

Schedule

Our anticipated project production schedule is given in the table below.

Work Item		
Work Item No.	Work Item Description	Work Item Key Milestone Date
1	City Council Considers our Proposal at its Regularly Scheduled Meeting	December 20, 2011
2	Begin Data Collection Process	December 23, 2011
3	Begin Work on Bidding Documents	January 30, 2012
4	City Review of Bidding Documents	February 27, 2012
5	Property Owner / Informational Meeting	March 9, 2012
6	Post Final Bidding Documents Online	March 16, 2012
7	Open Bids	April 6, 2012
8	Begin Construction	May 2012
9	Complete Construction	July 2012

This Supplemental Letter Agreement, Exhibits A, B, and C-1, Figure No. 1, the THB, and the Agreement represent the entire understanding between the City and SEH in respect to the project and may only be modified in writing if signed by both parties. If this document satisfactorily sets forth your understanding of our agreement, please sign in the space below and return one copy to our office.

Mr. Rick Bednar
December 2, 2011
Page 3

We look forward to working with you, your staff, and the community to again apply this exciting technology in the City.

Respectively submitted,

SHORT ELLIOTT HENDRICKSON INC.



Toby Muse, PE
Project Manager

Enclosures

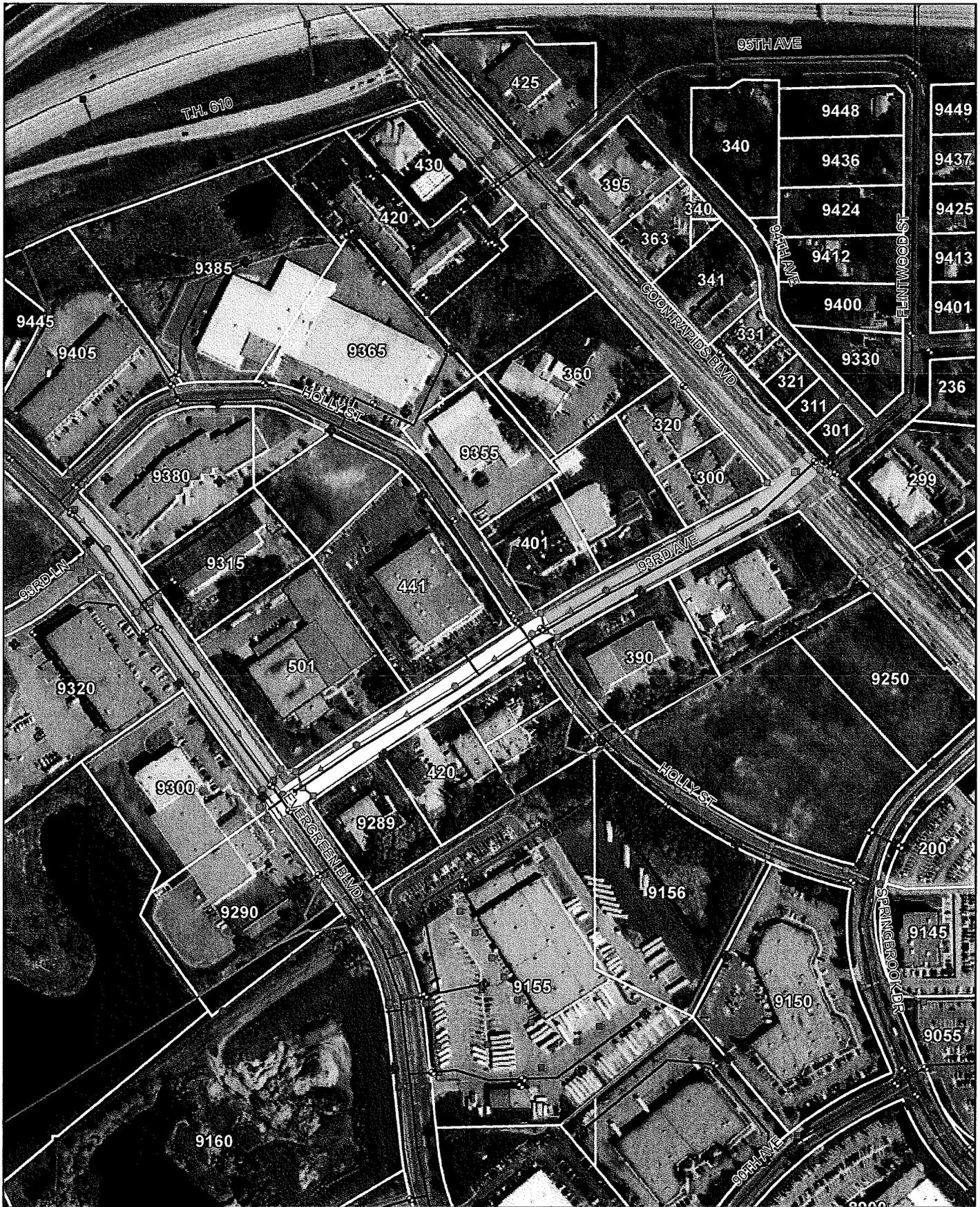
- c: Mark Lobermeier, SEH (with Enclosures)
- Paul Pasko, SEH (w/o Enclosures)
- Brent Theroux, SEH (with Enclosures)
- Mike Kotila, SEH (with Enclosures)

P:\AE\C\Coon\118266\1-gen\10-contracts\Proposal\93rd Ave CIPP Watermain 12 02 11.docx

Approved this _____ day of _____, 2011

City of Coon Rapids, Minnesota

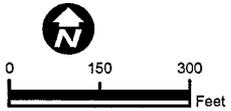
By _____



Path: S:\AEC\Coorn\118286\GIS\Maps\WaterMain\PipeRehabilitation\93rdAvenue_Figure1.mxd



 Source: City of Coon Rapids
 MnGEO 2010 Aerial



- | | | |
|--|--|--|
| Segment 1

Segment 2

Segment 3
 | — Watermain
 Hydrant
 Water System Valve | — Sanitary Pipe
 Sanitary Manhole
 Storm Manhole
 Catchbasin |
|--|--|--|

Figure No. 1
 12/02/2011

Exhibit A
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated May 5, 1995

SEH's Services

The Owner intends to retain SEH to provide professional engineering services as may be directed by the Owner, and the Owner and SEH deem it mutually advantageous to set forth the general details described herein. The 93rd Avenue Trunk Water Main Pipe Rehabilitation as described by the Supplemental Letter Agreement, Task Hour Budget (THB), and Figure No. 1 all dated December 2, 2011.

A. General

1. Services performed by SEH may, at the option of the Owner, be related to one or a combination of the following as specifically agreed upon.
 - (a) Bid Document Preparation
 - (b) Construction
 - (c) Bidding Assistance Services
 - (d) Additional Services

B. Bid Document Preparation Phase

During the Bid Document Preparation phase, SEH shall:

1. Perform such field surveys, investigations and other tasks determined by SEH to be necessary to complete the Bid Documents.
2. Prepare construction drawings (plans) and specifications for the Project or such a portion thereof as outlined in the Supplemental Letter Agreement for the Bid Document Preparation Phase.

SEH will provide technical criteria, written descriptions and design data for Owner's use in filing applications for permits from or approvals of government authorities having jurisdiction to review or approve the final design of the project, and assist Owner in consultations with appropriate authorities.
3. If requested, furnish an updated construction cost estimate for the Project based on the completed drawings and specifications. All cost estimates are SEH's opinion of probable construction costs whose accuracy cannot be guaranteed. The Owner waives any claim against SEH relative to the accuracy of SEH's opinion of construction costs.
4. Furnish sets of plans and specifications for Owner and agency review.
5. Prepare proposal forms and the notice to bidders.

6. Assist the Owner in obtaining and evaluating bids and awarding Contracts for the construction of the Project.
7. Assist in the preparation of the Contract Agreement.

C. Construction Phase

During the construction phase, SEH professionals shall:

1. Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine in general, if such work is proceeding in accordance with the Contract Documents. The Owner has not retained SEH to make exhaustive or continuous on-site inspections to check the quality or quantity of such work.

SEH shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incidental to the work of the Contractor(s). SEH efforts will be directed toward providing a greater degree of confidence for the Owner that the completed work of the Contractor will conform to the Contract Documents, but SEH shall not be responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

During such visits and on the basis of on-site observations SEH will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the Contractors. This obligation does not include anything related to safety. It is agreed that safety matters are Contractor's responsibility.

2. Review samples, schedules, shop drawings, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Such review shall not extend to means, methods, sequences,

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 May 5, 1995

Owner's Responsibilities

A. General

The Owner's responsibilities related to the services to be provided by SEH are generally as listed in this Exhibit B. Modifications to these responsibilities shall be made through Supplemental Letter Agreements. The Owner shall:

1. Provide full information as to its requirements for the services to be provided by SEH and SEH shall be entitled to rely on the accuracy and completeness thereof.
2. Assist SEH by furnishing all available information pertinent to the services to be provided by SEH. All information available in electronic formats shall be provided in such formats suitable for use with current SEH systems and technology.
3. Guarantee access to and make all provisions for SEH to enter upon public and private lands as required for SEH to perform its services under this Agreement.
4. Provide such legal, accounting, financial and insurance counseling and other special services as may be required for the Project.
5. Give prompt written notice to SEH whenever the Owner observes or otherwise becomes aware of any changes in the Project or any defect in the services being provided by SEH or makes or wishes to make changes in the Project.
6. Furnish television inspection of sewers, land surveys, soil borings, laboratory tests, material tests, soil tests and other special items pertinent to the Project and the services provided by SEH.
7. Be responsible for the accuracy of all data consisting of, but not limited to, computations, as-built drawings, electronic data bases and maps furnished by the Owner. The costs associated with correcting, creating or recreating any data that is provided by the Owner that contains inaccurate or unusable information or is found to omit information necessary for SEH to perform its services are the responsibility of the Owner.
8. Promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals and other documents presented by SEH and render the necessary decisions and instructions so SEH may continue in a timely manner to provide the services necessary for completion of the Project.
9. Pay all costs incidental to advertising for bids and acquiring regulatory or review agencies' permits and/or approvals.
10. Furnish or instruct SEH to provide, at the Owner's expense, additional services that become necessary to complete the work called for in this Agreement or to complete work added to the Project by the Owner or others and not related to the agreed responsibilities of SEH.
11. Furnish to SEH, prior to any performance of services by SEH, a copy of any design and construction standards and comprehensive plans which the Owner shall require SEH to follow or incorporate into its work.
12. Act promptly to review and approve or reject all proposed Change Orders and/or Supplemental Agreements.
13. Employ and pay the costs for an independent cost estimator as provided in Section IV.A. of the Agreement.
14. Bear all costs incidental to compliance with the requirements of this Exhibit B.
15. Notify SEH (prior to commencement of construction of a project) of any notice or certification that SEH will be requested to provide to Owner or third parties in connection with the project. Owner and SEH shall reach agreement on the terms of any such requested notice or certification, and Owner shall authorize such Additional Services as are necessary to enable SEH to provide the notices or certifications requested.
16. 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.

Exhibit C-1
to Agreement for Professional Services
Between City of Coon Rapids (Owner)
and
Short Elliott Hendrickson Inc. (SEH®)
Dated May 5, 1995

Payments to SEH for Services and Expenses
Using the Hourly Basis Option

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

A. Hourly Basis Option

The Owner and SEH select the hourly basis for payment for services provided by SEH. SEH shall be compensated monthly. Monthly charges for services shall be based on SEH's current billing rates for applicable employees plus charges for expenses and equipment. Current billing rates shall be Actual Billing Rates of Personnel Method as indicated in the Supplemental Letter Agreement.

1. **Actual Billable Rates of Personnel Method -** Applicable billing rates of employees shall be based on the actual payroll rates of personnel times a multiplier plus the cost of expenses and equipment outlined in Paragraphs B and C of this Exhibit C-1.

SEH will provide an estimate of the costs for services in this Agreement. It is agreed that after 90% of the estimated compensation has been earned and if it appears that completion of the services cannot be accomplished within the remaining 10% of the estimated compensation, SEH will notify the Owner and confer with representatives of the Owner to determine the basis for completing the work.

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 therefor, 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 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. Their costs are not included in the hourly charges made for services and shall be paid for as described in this Agreement.

1. Transportation and travel expenses.
2. Lodging and meal expense connected with the Project.
3. Fees paid, in the name of the Owner, for securing approval of authorities having jurisdiction over the Project.
4. Report, plan and specification reproduction expenses.
5. Other special expenses required in connection with the Project.
6. The cost of special consultants or technical services as required. The cost of subconsultant services shall include actual expenditure plus 10% markup for the cost of administration and insurance.

The Owner shall pay SEH monthly for expenses.



Task Hour Budget
City of Coon Rapids
93rd Avenue Trunk Water Main Pipe Rehabilitation
December 2, 2011

	PROJECT TASKS	ESTIMATED HOURS										ESTIMATED COST	
		CLIENT SERVICE MANAGER	PROJECT MANAGER	GEOTECH ENGINEER	PROJECT ENGINEER	SENIOR TECHNICIAN	GIS	SENIOR TRANSPORTATION ENGINEER	GIS	ADMIN TECH			
1.0	Bid Document Preparation Services												
1.1	Data Collection												
1.1.1	Review of Geotechnical Information												
1.1.2	Subsurface Investigation (3)(4)(35)(30)		1	4	2								
	Prepare Technical Memorandum (36)		1	20									4
1.2	City Supplied Information (43)												
1.2.1	City Water Main Break Information				1								
1.2.2	Past Geotechnical Investigations				1								
1.2.3	Tabulation of water service pipe diameters per address in the project area (10)		1		4								
1.2.4	Electronic copy of City-Wide Water Distribution System Model		1		1								
1.2.5	One 22x34 paper copy of the City's current water main atlas sheets (40)				1								
1.2.6	List of working water main gate valves (37)				1								
1.2.7	Sanitary Sewer As-Builts				1								
1.2.8	Storm Sewer As-Builts				1								
1.2.9	Electronic Base Maps (5)		1		4				8				
1.3	Private Utility Company Atlases (6)				2			10					3
1.4	Field Reconnaissance												
1.4.1	Street & utility reconnaissance with pictures (2)		4		8				2				
	Subtotal Labor Cost												\$10,052
2.0	Schematic Level Project Evaluation (48)												
	Subtotal Labor Cost												
3.0	Bid Document Plan Sheet Preparation (1) (8) (46)												
3.1	Plans (7)(20)(45)												
3.1.1	Cured-In-Place Method Layout (9)		2	2	8			10					
3.1.2	Location Map				1			3					
3.1.3	Suggested Staging / Phasing Plan (22)		1	2	6			16					
3.1.4	Water Service Plan (19)		1	4	2			8					
3.1.5	Construction Limits (24)				2			4					
3.1.6	Temporary Watermain Layout (18)(14)(42)		1	4	6			16					
3.1.7	Traffic Control (21)		1	2	4			8					
3.1.8	Street / Boulevard Restoration		1	2	2			4					
	Subtotal Labor Cost												\$14,399

PROJECT COST SUMMARY	CLIENT SERVICE MANAGER	PROJECT MANAGER	GEOTECH ENGINEER	PROJECT ENGINEER	SENIOR TECHNICIAN	GIS	SENIOR TRANSPORTATION ENGINEER	ADMIN TECH	ESTIMATED COST
Bid Document Preparation Services									
Subtotal Hours	24	64	24	170	155	14	8	40	499
Subtotal Labor Cost									\$56,171.26
Subtotal Expenses (49)(50)									\$ 849.00
Subtotal									\$57,020.26
Bidding Assistance Services (46)									
Subtotal Hours	1	8		14				7	30
Subtotal Labor Cost									\$3,501.34
Subtotal Expenses									\$150.41
Subtotal									\$3,651.75
Construction Phase Services (17) (29)									
Subtotal Hours	6	52		210				26	294
Subtotal Labor Cost									\$35,001.98
Subtotal Expenses									\$1,430.00
Subtotal									\$36,431.98
TOTAL COST ASSOCIATED WITH THIS PROPOSAL:									
									\$97,104.00

PIA\BIC\Coon11826611-gen\10-contracts\Proposal\93rd Ave WM CIPP THB 12.02.11.xls\Hours-Costs

NOTES

- (1) Project will be designed using City GIS utility base mapping, aerial photography, and field reconnaissance data. No topographic surveying is needed.
- (2) Task includes noting locations of boulevard features possibly impacted by utility reconstruction. Task also includes noting the existence of gate valves, hydrants, curb stops, manholes, and catch basins. Photos will be saved in digital format. Snow removal is not included in the scope of this work item. We will do the best we can working with the snow cover on the ground.
- (3) Drilling and testing of core samples is not normal or customary with cured in place pipe lining method of reconstruction. Instead a general identification of the existing subgrade soils is provided to the bidders.
- (4) Investigation includes reviewing past nearby geotechnical information provided by the City, soil maps, and asking the City what type of subgrade soils they encountered during past watermain repairs.
- (5) Base map shall be in AutoCAD format and include planimetric linework such as curb, walks, trees, buildings, driveways, etc. generated from aerial photography. Base mapping shall serve as background on the bid document plan sheets.
- (6) Task includes performing a Gopher State One Call and adding the private utility line work to the base mapping.
- (7) Task includes determining pipe crossing conflicts, depicting conflicts, and noting previous water main repairs on the plan sheets in areas of excavations.
- (8) Task includes one (1) submittal to the City of preliminary plans, project manual, and opinion of probable cost two (2) weeks prior to posting the final bid documents online. The City will coordinate its review of these documents between the engineering and public works departments.
- (9) Task includes determining suggested locations for equipment staging, insertion pits, fitting removals, gate valves, and wet tap valves for staging.
- (10) Based on discussions with City staff, we understand water service pipes in the project area are 6" and 8" diameter tapped into the trunk water main pipe on 93rd Avenue and Evergreen Boulevard. A tabulation of each service size will be required from the City.
- (11) Task is necessary only if conflicts with private utilities are discovered during the design phase.
- (12) Task assumes Coon Creek Watershed District review of the bidding documents.
- (13) Assumes SEH prepares invitations, agenda, and minutes and facilitates the meeting.
- (14) Task assumes SEH will review the City's digital water main system model to suggest the size of the temporary water system needed to supply businesses with water.
- (15) Task assumes SEH will not attend any City Council meetings related to this project.
- (16) Task assumes 25 hours per week for 6 weeks by the project engineer for each construction inspection and construction administration. Task assumes SEH will create the application for payments, weekly property owner notifications, facilitate weekly on-site construction meetings, and prepare meeting minutes. The City will copy and mail property owner notifications.
- (17) Task assumes no construction staking or survey quality as-builts will be needed.
- (18) Task involves identifying suggested connection points, valve operation, location of the service pipe, and possible conflicts with traffic necessary to provide continuous water service to the property owners in the project area.
- (19) While water service pipe reconstruction is not needed using cured in place pipe lining, this task assumes that a few water services will not be able to be re-established robotically. Therefore; this task will design the contingency reconstruction of particular segments of existing water service pipe, service valves, and possibly curb stop boxes with direction from City staff.
- (20) Electronic plans will be produced in AutoCAD and PDF format and submitted to the City on a CD.
- (21) Task identifies traffic requirements on streets where trunk water main pipe will be lined including development of truck detour routes, where applicable. Includes review of access requirements for the properties affected by the watermain reconstruction.
- (22) Task includes identifying the potential need for and location of wet tap watermain valves.

- (23) Opinion of probable cost will be compiled with estimated 2012 bid unit prices.
- (24) Task includes investigating the means and methods that result in a small reconstruction footprint
- (25) We will incorporate project specific technical specification sections in EJDCD format as appropriate that reference the 2005 Edition of MndOT Standard Specifications for Construction. We will attach a copy of the City's Standard Specifications and Details to the technical specifications.
- (26) Includes documents in Note 28. We will add project specific bidder qualification language to the appropriate location in the front end of the project manual. We will amend the bid form to add bid items for this project. If needed, we will add project specific special conditions for this project.
- (27) SEH will prepare the opinion in a XLSX format.
- (28) Instructions to Bidders, General Conditions, Bid Form, Standard Form of Agreement, Supplementary Conditions and other standard front-end documents shall be in EJDCD format.
- (29) Task assumes the City will award the base bid and the two (2) add alternates described in Note 46.
- (30) Because the special provisions will direct the Contractor to provide dewatering to match what they encounter in the field, an investigation of water table elevations is not included in this work plan.
- (31) During March 2012 City staff will host an informational meeting for property owners affected by this project. SEH will include the project's scope, an overview of CIPP method, project timeline, and answer property owner questions. SEH will bring samples of CIPP product for property owner viewing, prepare a brief PowerPoint presentation, and prepare a plot of proposed improvements based on the bid document plan sheets to hang on the wall of the meeting room. City staff will prepare and send meeting invitations and prepare meeting minutes.
- (32) This meeting will occur at the 90% Plan set meeting and will capture comments and "buy-in" from the fire department regarding the staging plan and use of temporary water.
- (33) Because the project may be bid by our state contractors we recommend that the City sell the bidding documents and issue any addenda via the internet. SEH will provide this service to the City using its own web site.
- (34) Tabulation will be in a XLSX format. City will fax to SEH appropriate amounts of the contractors bids needed to evaluate the bid and provide input into the bid form.
- (35) No drilling or sampling will be undertaken as part of this project.
- (36) This internal SEH memo will comment on the existing subgrade soil conditions in relation to cured-in-place watermain operations and recommend salvaging or replacement. A copy of the memo will be provided to the City, upon request. The memo will be utilized to develop appropriate bid items and specifications in the project manual.
- (37) We will use this list during preparation of the suggested water main staging plan
- (38) Includes soil boring and testing results from past geotechnical investigations performed by the City, if applicable
- (39) Include the 11x17 bid document plan sheets, 11x17 copies of the City's current water main as-built sheets that show the profile of the water main trunk pipe, and pertinent digital photos of boulevards or driveway conditions
- (40) Atlas sheets displaying the profile of the trunk water main pipe are preferred
- (41) Task assumes Anoka County review of the bidding documents relative to impacts on County Road 3/Coon Rapids Boulevard.
- (42) Water system modeling will be done only for temporary water sizing calculations as part of this project. The City assumes that the slight decrease in the inside diameter of the water main trunk pipes to be lined will not adversely affect the amount of flow or pressure provided by these trunk pipes.
- (43) Task includes verifying or correcting public utility information contained in the AutoCad base mapping file supplied by the City such as pipe location, size, and flow direction.
- (44) MDH has already reviewed and issued a permit for similar projects in Minnesota. Based on this, we assume a normal and customary amount of effort is needed by SEH to secure this permit on behalf of the City.
- (45) Basis for plan sheets is the digital file prepared by the City showing survey quality curb stop box, valve, hydrant, manhole, and sewer pipe locations cast upon base mapping of edges of pavements, sidewalks, and driveways. We will likely add an aerial photo to the plan sheet along with ROW, side yard property lines and home addresses. The plan sheet will extend far enough to show suggested begin and end points of a suggested temporary water main pipe network.
- (46) For bidding purposes, the project will split the trunk water main pipe into segments in order of priority. The plans, project manual and opinion of probable cost will be developed to show 93rd Avenue between Holly Street and Evergreen Boulevard as Segment 1. Segment 2 will be Evergreen Boulevard between Holly Street and 93rd Avenue and Segment 3 will be 93rd Avenue between Holly Street and County Road 3/Coon Rapids Boulevard.
- (47) If the City does not award Segment 2 and/or Segment 3, SEH will reduce the construction phase service scope to include only awarded areas. This reduced construction phase service scope, if necessary, will be presented to the City for approval prior to the beginning of construction.
- (48) We assume no Schematic Level Project Evaluation will be required for this project. SEH will begin data collection and bidding document tasks immediately following authorization from the City.
- (49) Includes \$150 Minnesota Department of Health permit fee
- (50) Includes \$150 Anoka County permit fee



City Council Regular

17.

Meeting Date: 12/20/2011

Subject: Report to the City Council - 2011 Annual Meeting and Board of Directors Meeting of December 1, 2011

Submitted For: Donna Naeve, President, Coon Rapids Mortgage Assistance Foundation

From: Bennett Cheryl, Housing & Zoning
Coordinator

INTRODUCTION

The Coon Rapids Mortgage Assistance Foundation (CRMAF) By-Laws, Article. III, Section. 14, require that minutes of meetings of the Board of Directors be forwarded to the Coon Rapids City Council. Forwarded herewith are minutes of the Annual Meeting and the Board of Directors meeting which were both held on December 1, 2011. The By Laws also include the provision that the City Council may veto the election of Foundation Directors.

DISCUSSION

The minutes of the Annual Meeting of the Foundation, along with the minutes of the Board of Directors meeting for December 1, 2011, are attached. Included are the following actions:

1. Lyle Haney and Jim Stanton were re-elected to three-year terms on the Board of Directors.
2. Donna Naeve, Jim Stanton, Lyle Haney and Brad Crandall were elected to the offices of President, Vice President, Treasurer and Secretary, respectively.
3. Staff was directed to develop a visioning process to assist the Board of Directors in establishing goals and objectives in identifying the purpose and use of the funds of the Coon Rapids Mortgage Assistance Foundation. This visioning process will engage an outside facilitator and will be paid for by Foundation funds held in Deposit Fund 82000.
4. The potential of new programming was briefly discussed but development efforts will not begin until the conclusion of the Opportunity City Program which will assess our current tools and practices.
5. The Bylaws were amended to recognize the compliance with the Minnesota Open Meeting Law, to create a gender neutral document, to permit meeting notice provided to directors by way of electronic mail and to correct several typographical errors. The proposed amendments to the Bylaws are attached together with the Resolution of the Coon Rapids Mortgage Assistance Foundation providing for said amendments. (A signed copy of the resolution is on file.) Article XII of the Bylaws provides for amendments to the Bylaws; it also provides that the City Council may veto any amendment to the Bylaws. In the absence of a veto by Council, the Bylaw amendments will become effective on December 21, 2011.

Financial reports were reviewed and approved. The Board of Directors is recommending program modifications including 1) \$250,000 in additional funding to the Coon Rapids Home Improvement Loan Program, 2) extension of the existing service contract for program administration with the Center for Energy and Environment for a three year period, and 3) the expansion of the ReGenerations Down Payment Assistance Fund to include the refinancing of existing mortgages. City staff will provide recommendations to the City Council for consideration of these matters in action following this memorandum.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment and Housing sections of the City's long term strategic vision in the following ways: Home improvement and down payment assistance loans enable development that is diversified and sustainable and that supports a high quality of life in neighborhoods. Neighborhoods are stable, safe and connected; predominantly owner-occupied housing is well maintained and offers life cycle housing options.

RECOMMENDATION

The Foundation requests that the City Council receive this report with attached minutes and place it on file.

Article III, Section 3. of the Bylaws of the Coon Rapids Mortgage Assistance Foundation provides the City Council with the power of veto over the election of the directors elected at the Annual Meeting. If no veto is forthcoming, the election of the Lyle Haney and Jim Stanton will stand.

Article XII of the Bylaws of the Coon Rapids Mortgage Assistance Foundation provides the City Council with the power of veto over amendments of the Bylaws adopted by the Board of Directors. If no veto is forthcoming, the amendments to the Bylaws will be effective December 21, 2011.

Attachments

Annual Meeting Minutes of December 1, 2011

Special Meeting Minutes of December 1, 2011

Proposed Amendments to Bylaws

Resolution of the CRMAF Adopting Bylaws

COON RAPIDS MORTGAGE ASSISTANCE FOUNDATION ANNUAL MEETING MINUTES OF DECEMBER 1, 2011

The December 1, 2011, Annual Meeting was called to order by President Naeve at 8:35 a.m.

1. Roll Call

Members Present: Donna Naeve, President Al Hofstedt, Director
Brad Crandall, Secretary Tim Howe, Director
Lyle Haney, Treasurer Scott Schulte, Director

Members Absent: Jim Stanton, Vice President

Others Present: Cheryl Bennett, Housing & Zoning Coordinator
Kevin Vouk, Manager of Accounting/Treasurer
Cindy Hintze, Administrative Specialist

2. Consider Adoption of the Agenda

It was noted that replacement agenda pages had been provided noting the next Annual Meeting date as December 6, 2012, not December 2, 2012.

MOTION BY DIRECTOR SCHULTE, SECOND BY SECRETARY CRANDALL TO ADOPT THE AGENDA. MOTION PASSED UNANIMOUSLY.

3. Consider Approval of the Minutes of the December 2, 2010, Annual Meeting

MOTION BY DIRECTOR HOWE, SECOND BY HOFSTEDT, TO APPROVE THE ANNUAL MEETING MINUTES OF DECEMBER 2, 2010. MOTION PASSED; DIRECTOR SCHULTE ABSTAINED.

4. Receive Minutes of Executive Committee Meeting of September 15, 2011

MOTION TO RECEIVE MINUTES BY DIRECTOR HOWE, SECOND BY DIRECTOR HOFSTEDT. MOTION PASSED UNANIMOUSLY

5. Consider Financial Reports

Mr. Vouk reviewed the financial reports. Secretary Crandall questioned if the funds were insured. Mr. Vouk responded there are funds in a number of CDs that are insured by the FDIC. He noted there are other, diverse investment funds and noted there is civic insurance on these funds.

President Naeve questioned if the Foundation's fiscal year should be changed to coincide with the fiscal year for the City and if that would provide for more timely reporting. Mr. Vouk said it would not matter to the Finance Department as they can report on any point in time. There was a brief discussion on the possible need to amend Bylaws, the 501(c)3 filing and meeting dates if the fiscal year was altered. No action was taken to change the financial reporting year.

President Naeve questioned if there was a mistake in the 2010 balances shown on B-1. Secretary Crandall stated that assets needed to equal liabilities. Mr. Vouk agreed it was a typo and that he would determine which number is correct. Secretary Crandall asked if the numbers came from the auditors. Mr. Vouk replied no, that City staff enters the information from other reports and that there is a typo in the

report. He will provide a corrected copy to Ms. Bennett. President Naeve requested corrected copies be sent to all directors.

Secretary Crandall questioned whether the difference in fees for loans processing on B-2 between 2009 and 2010 was due to the fewer number of loans issued. Mr. Vouk noted that fees for one loan program come from here until they are approved and, if not approved for loans, the fees stay here. Director Schulte asked if they are application fees. Ms. Bennett replied that no application fees are charged. Following further discussion, President Naeve requested the fees be clarified and reported back to the Board. Mr. Vouk noted that the item may include rehab advisor services and insurance costs allocated to all funds. President Naeve suggested it should have a different heading. In response to Secretary Crandall's question, Ms. Bennett explained the rehab advisor visit services. Mr. Vouk stated another line for expenditures may help clarify this. President Naeve requested clarification of the amounts and designations of the loan processing fees found in B-2 and B-3. She also noted that C-2 shows fees for loan processing and insurance costs.

MOTION BY TREASURER HANEY, SECOND BY DIRECTOR SCHULTE, TO ACCEPT FINANCIAL REPORTS WITH CLARIFICATION FROM THE ACCOUNTING DIVISION. MOTION PASSED UNANIMOUSLY.

6. Elections

President Naeve stated the terms of Directors Lyle Haney and Jim Stanton expire December 31, 2011, and that both have indicated a willingness to continue to serve.

DIRECTOR SCHULTE NOMINATED LYLE HANEY AND JIM STANTON AS DIRECTORS. There were no further nominations.

MOTION BY DIRECTOR SCHULTE TO CAST A UNANIMOUS BALLOT NOR THE NOMINATED DIRECTORS; SECOND BY DIRECTOR HOWE. MOTION PASSED UNANIMOUSLY.

President Naeve declared Lyle Haney and Jim Stanton elected Directors to three-year terms.

7. Set Time and Date for 2012 Annual Meeting

President Naeve stated the 2012 Annual Meeting would be held December 6, 2012. She questioned if it would make sense to move the Annual Meeting to end of January asking if financial reports for the full year would be available by that time. Secretary Crandall noted more up-to-date numbers would be appropriate. Mr. Vouk stated the auditors do not finish their work until the end of April, however, Finance would have some numbers by the end of February. Secretary Crandall noted the Bylaws may say when the meeting needs to be scheduled. Director Schulte stated that viewing numbers through the end of their fiscal year in September was sufficient.

President Naeve stated that the Bylaws set the Annual Meeting date as the first Thursday in December and that the 2012 Annual Meeting will be held on December 6, 2012.

8. Consider Other Business

Secretary Crandall asked for the current position on subordinations. Ms. Bennett stated that the City does not subordinate its interest in loans made under the program as established by program guidelines.

Treasurer Haney inquired about delinquent loans. Ms. Bennett noted that there are 14 in default or foreclosure. She reported that there has been only one inquiry concerning a program loan in conjunction with a mortgage modification under the federal HARP program. Secretary Crandall said we may have more inquiries beginning in April when electronic underwriting is made available to that program. President Naeve asked if Board members have an interest in pursuing this. Director Schulte said only if it becomes a problem, but not at this time because of only having one request and because most loans are for small amounts. President Naeve said she preferred to wait and see what occurs with respect to this issue.

9. Adjourn 2011 Annual Meeting

MOTION TO ADJOURN THE ANNUAL MEETING BY DIRECTOR SCHULTE, SECOND BY TREASURER HANEY. MOTION PASSED UNANIMOUSLY.

President Naeve declared the meeting adjourned at 9:05 a.m.

COON RAPIDS MORTGAGE ASSISTANCE FOUNDATION BOARD OF DIRECTORS MEETING MINUTES OF DECEMBER 1, 2011

The first meeting of the Coon Rapids Mortgage Assistance Foundation Board of Directors for 2011-2012 was called to order by President Naeve at 9:05 a.m.

Members Present: Donna Naeve, President Al Hofstedt, Director
Brad Crandall, Secretary Tim Howe, Director
Lyle Haney, Treasurer Scott Schulte, Director

Members Absent: Jim Stanton, Vice President

Others Present: Stoney Hiljus, City Attorney
Cheryl Bennett, Housing & Zoning Coordinator
Kevin Vouk, Manager of Accounting/Treasurer
Cindy Hintze, Administrative Specialist

1. Consider Adoption of the Agenda

MOTION BY DIRECTOR HOWE, SECOND BY TREASURER HANEY, TO ADOPT THE AGENDA AS PRESENTED. MOTION PASSED UNANIMOUSLY.

2. Election of Officers

President Naeve noted existing officers have expressed a willingness to continue serving and asked for nominations for the election of officers.

MOTION BY DIRECTOR SCHULTE, SECOND BY DIRECTOR HOWE, TO ELECT THE CURRENT OFFICERS TO THEIR RESPECTIVE POSITIONS FOR ANOTHER TERM, INCLUDING DONNA NAEVE FOR PRESIDENT, JIM STANTON FOR VICE PRESIDENT, LYLE HANEY FOR TREASURER AND BRAD CRANDALL FOR SECRETARY. MOTION PASSED UNANIMOUSLY.

President Naeve noted the officers had been duly elected.

3. Consider Approval of Minutes of the December 2, 2010, Board of Directors Meeting

MOTION BY TREASURER HANEY, SECOND BY DIRECTOR HOWE, TO APPROVE THE MEETING MINUTES OF DECEMBER 2, 2010. MOTION PASSED; DIRECTOR SCHULTE ABSTAINED.

4. Receive Report from Executive Committee Meeting of September 15, 2011

Ms. Bennett provided information about the status of the 2007 Housing Strategy update through the Opportunity City Program. She reported that the housing audit is underway at this time and that staff thought it was premature to develop a program uses for Mortgage Assistance Foundation funds at this time and that program development will work in tandem with the study. She noted that several of the Board members participated at the first community stakeholder meeting held in October and advised that another meeting will take place sometime after the first of the year. President Naeve noted there was a video recording of the October meeting and that the City had e-mailed a link to that recording previously. She asked Ms. Bennett to send it again.

President Naeve inquired as to the funding of the housing strategy. Bennett noted the original 2007 Comprehensive Housing Strategy was funded by the Mortgage Assistance Foundation and that this

update is being funded though Community Development Block Grant funds. Director Howe asked why it was funded from Block Grant funds and if there were other funds, such as Foundation funding, that could be used. President Naeve said it was a timing issue and that the Block Grant funds would be lost if not used. Ms. Bennett noted that it was important that Block Grant funds be spent in a timely manner.

Bennett noted that the 2012 CDBG application will be completed soon and that staff is proposing to commit all funds to a housing rehabilitation program. Recent changes to this City program forgive up to 50 percent of the loan value after five years. Following this change, activity in the program increased.

City Attorney Stoney Hiljus joined meeting. Mr. Hiljus stated that he has been taking a look at the Foundation Bylaws, state law and IRS regulations about the use of the Foundation's funds, what they can be used for, and if allowing them to accumulate raises issues with the IRS and impact on the Foundation's non-profit status. Mr. Hiljus posed the question of whether the Foundation continues as a non-profit once funds have been turned over to the City or if it exists in the capacity of an advisory commission. He noted there may be occasion when it may not be possible for his office to represent both the City and the Foundation and suggested that some of the Foundation's fund could be used for outside counsel.

Director Schulte said they are being challenged to have a use for the Foundation's funds with respect to their 501(c)(3) status. President Naeve asked if the Foundation needs to spend some of those funds to retain the non-profit status. She noted that if the Foundation has to spend them down, it should, but questioned if it was required. A former City Finance Department employee, Sandy Carlson, researched the issue that helped decide that the IRS Form 990 was not required by the IRS to be filed as the Foundation was under the authority of the City. Mr. Hiljus will look more closely as the research Ms. Carlson did and have a conversation with her.

Director Howe is concerned about sitting on money if there's a use for it. President Naeve would entertain requests for proposal. Director Howe stated he assisted in establishing a new foundation called the Coon Rapids Community Strength Foundation, a 16-member board from various organizations and civic groups in the community. He stated the purpose of that foundation will be to fund city celebrations or activities that are civic celebrations open to public but not sporting events. Potential funding sources include five percent of the charitable gambling revenues and some funding from new visitors' bureau. He noted that foundation does not have initial funding and wondered if requesting \$40,000 to \$50,000 in seed money to establish first year funding would be a proper allocation of the Mortgage Assistance Foundation's funds. President Naeve would like to see other housing needs addressed before funding civic issues. It may be where the Foundation directors want to go, but the Bylaws would need to be changed and she felt a more formal request for use of funds – to better evaluate the request and how it affects the housing stock – is needed. Director Schulte commented that community festivals and celebrations do help the housing stock.

Ms. Bennett stated that she had previously mentioned a visioning process to President Naeve that could help the Foundation better identify the purpose and use of its funding opportunities. Ms. Bennett noted the possibility of doing a visioning process might be a worthwhile to do now.

Director Howe noted that the Sustainability Commission has discussed creating a rebate program, but as a commission it does not have a budget. President Naeve said the commission would be able to submit a request for funding for consideration. She noted that the Foundation's objective has been to bring monies back into the program and not just deplete its funds. President Naeve said there would be no specific action until legal advice on the status of the non-profit and the impact on the 82000 Fund is considered; that the Foundation would wait to consider new programming options until the housing strategy report is in; and that a visioning session be undertaken to establish goals and objectives on all three funds prior to entertaining proposal for the use of funds. Director Howe stated that the Community Strength Foundation

is working with staff on a request-for-funds form. President Naeve said the visioning will help determine what will be funded. Secretary Crandall asked that a facilitator be used; President Naeve agreed. Ms. Bennett asked how the process would be funded; President Naeve stated Fund 82000 should be used.

MOTION BY DIRECTOR SCHULTE, SECOND BY SECRETARY CRANDALL TO DEVELOP A VISIONING PROCESS USING FUNDS FROM THE 82000 ACCOUNT. MOTION PASSED UNANIMOUSLY.

Director Howe suggested a half day session at Bunker.

5. Receive Report from Staff Summarizing the Status of the Housing Loan Program
 - A. Consider Allocation of New Funds to Program
 - B. Consider Extension of Contract with Loan Program Administrator

President Naeve mentioned the need to allocate additional funds. Ms. Bennett explained the rate of issuance of new loans is down considerably over previous years and that more rehab loans have been issued in 2011 than loans from other program funds. She noted that available balance in the rehab program is down sufficiently so that it offers little availability of lending. Payments on loans are set aside and not available for lending by prior action of the Board. She presented a request to allocate additional funding in the amount of \$150,000 to the Home Improvement Incentive fund and \$100,000 to the Rehabilitation Assistance fund. She stated the allocation would come out of the Program Fund and would not move existing dollars in the Housing Program Fund. President Naeve asked for clarification if it would come from Fund 19000; Ms. Bennett replied that it would be a new allocation of funding from the Program Fund, 20000.

MOTION BY TREASURER HANEY, SECOND BY DIRECTOR SCHULTE TO MOVE \$150,000 TO THE HOME IMPROVEMENT INCENTIVE FUND AND \$100,000 TO THE HOME REHABILITATION ASSISTANCE FUND. MOTION PASSED UNANIMOUSLY.

Secretary Crandall inquired as to delinquent loans. Ms. Bennett said 13 loans are in default; another property is in foreclosure but the loan is current. She advised that the first court proceeding has taken place but follow up action was delayed by the borrower's request for another payment agreement. The borrower did not return the agreement and staff will now pursue collection action. Secretary Crandall asked if the City Attorney is paid by the Foundation for work on the loans. Ms. Bennett said it is not. President Naeve said invoices should be submitted for attorney fees but questioned the legal costs versus the loan amount and wondered if there is there a point of no return. Ms. Bennett said the last time the Board looked at this, Board members did not want to place the City in a position of foreclosing on a loan. Director Hofstedt said a record of why we pursue or do not pursue a loan should be documented. President Naeve asked for direction to give to staff. Director Schulte recommended that staff not spend a lot of resources going against foreclosed properties; address it on a case by case basis. President Naeve stated the City needs to advise the borrower that they are delinquent and then determine if the loan is worth pursuing.

Ms. Bennett explained that the Service Contract for the loan program administration with CEE, the Center for Energy and Environment, expires at the end of the year. She reported that CEE is seeking extension of the contract without any change to the terms. She advised the Board that she sought other providers that could leverage the same kind of property reinvestment that CEE provides, for example, through its other lending offerings, particularly home improvement loans through Minnesota Housing. She stated she was aware of only one other provider and spoke with their program director. The offered the same proposal that the City has been monitoring since the program inception and directed the Board to page 6

of attachment 5a. She noted that CEE has saved the program over \$100,000 in program administration fees to date. Ms. Bennett also reported that there were no issues with program administration performance by CEE and that she felt the continuity in retaining CEE was beneficial to program delivery.

MOTION BY DIRECTOR SCHULTE, SECOND BY SECRETARY CRANDALL TO MOVE STAFF RECOMMENDATION. MOTION PASSED UNANIMOUSLY.

6. Receive Report from Staff Summarizing the Status of the Regenerations Down Payment Assistance Loan Program

Director Howe commented that the twin home program has not caught on and questioned if a targeted mailing could be done. Ms. Bennett reported that a targeted mailing has been done previously and could be repeated. She noted that defaults in the two-family home program are high. She reported that one of the issues for borrowers under this program was that both sides need to be improved at the same time to access the low interest rates and this could not always be achieved.

Secretary Crandall suggested we do an owner-occupied mailing. He asked if we would run into issues with investment properties. Ms. Bennett replied the defaulted loans were owner occupied. She noted that if another targeted mailing were done, additional money is needed for that program. Director Schulte suggested doing the mailing and if people respond, then move funds into the program.

President Naeve suggested a program to encourage sole ownership of both sides. Director Schulte asked if there had been discussion along this line. Ms. Bennett replied that the FHA Section 203(k) down payment assistance program can be used for that purpose but that both sides of the structure need to come up for sale. President Naeve suggested direction be given to try a target mailing to doubles for interior and/or exterior rehab, monitor the funds and request a new allocation, if needed.

President Naeve noted that funding levels for the Regenerations Down Payment Assistance loan program are sufficient and the program is moving well. Ms. Bennett questioned the Board's interest in extending down payment assistance to refinancing a traditional mortgage with the Section 203(k). It would allow a homeowner to refinance an existing mortgage and roll rehab costs into the new mortgage. One inquiry for this use has been received. She noted that when a refinancing occurs, typically closing costs are rolled into the new mortgage and equity is used toward the down payment. President Naeve commented the current program is for a down payment, but with a refinancing the borrower wouldn't need money for a down payment because they have the house. Ms. Bennett noted that the down payment is on the loan. The mortgage requires a down payment; however, on a refinance, the borrower would not have to come up with the cash for down payment because they'd have equity in the property. Secretary Crandall clarified that the program would be helping with the equity situation. Ms. Bennett suggested that no cash out be permitted when extending the Section 203(k) down payment assistance to refinancing. Director Schulte said it would encourage rehabilitation through refinancing and suggested we do it. Ms. Bennett advised that the program only requires \$10,000 in rehab and asked if the Board wanted to require more than that amount. The consensus was no.

MOTION BY DIRECTOR SCHULTE, SECOND BY SECRETARY CRANDALL, TO AMEND THE REGENERATIONS SECTION 203(k) PROGRAM GUIDELINES TO INCLUDE THE ABILITY TO REFINANCE WITH A SECTION 203(k) MORTGAGE. MOTION PASSED UNANIMOUSLY.

7. Receive Report on Program Marketing

President Naeve stated that Board members and staff have been doing a fair amount of things but that not a lot of funds are being used. Ms. Bennett reported that CEE is currently offering a three year interest-

free loan for home energy improvements and will be marketing our program in conjunction with their marketing, including a direct mailing. CEE will use this opportunity to promote work with our loan program that is beyond the scope of CEE's interest-free loan. President Naeve asked if CEE is aware of the City's Sustainability Commission. Ms. Bennett replied that she has spoken with Dave King, a director at CEE, about the potential of joint projects. Director Howe suggested it would be good to set up a time for CEE to speak at one of the Sustainability Commission meetings. Director Schulte mentioned that Stephanie Ring will become a part-time marketing coordinator and will be promoting the Foundation's programs. President Naeve suggested that Ms. Ring come to the Board with a proposal of what she can do for the Foundation. President Naeve mentioned the cable public service announcement on the down payment assistance program was completed. Ms. Bennett advised she will resend the link for this as well as the story that was done on the rehabilitation of the Fagerstrom home with the ReGenerations program.

8. Consider Revision to Bylaws

President Naeve noted that a gender neutral change was missed on page four, in line four of the top paragraph, reading "Each officer should hold office until his successor..."

MOTION BY TREASURER HANEY, SECOND BY DIRECTOR SCHULTE TO PROVIDE GENDER NEUTRAL REFERENCES. MOTION PASSED UNANIMOUSLY.

President Naeve noted that the Board will not be able to take action by electronic meetings; the Board will need to call a meeting or do by speaker phone with conference call. Ms. Bennett noted that the Open Meeting Law provides that a meeting can convene by conference call provided at least one officer is present at the meeting location and the public can hear all discussion.

President Naeve asked if the Board can use e-mail for notices of meetings as mentioned on page nine. Director Howe asked if we publish meeting notices. Ms. Bennett replied that meeting notices are published in accordance to the Open Meeting Law. She noted that the reference on page nine is a notice to the Board members and does not take the place of any required notice under the law. President Naeve asked if e-mail should be listed in the definition of "written."

MOTION BY TREASURER HANEY, SECOND BY DIRECTOR SCHULTE, TO INCLUDE E-MAIL IN THE LIST OF WRITTEN OPTIONS IN ARTICLE X. MOTION PASSED UNANIMOUSLY.

President Naeve referenced the edited version of the Bylaws. There was no further discussion.

MOTION BY DIRECTOR HOWE, SECOND BY SECRETARY CRANDALL, TO ADOPT THE RESOLUTION AMENDING THE BYLAWS. MOTION PASSED UNANIMOUSLY.

President Naeve stated the next meeting would be scheduled when needed. There was no other business before the Board

MOTION BY DIRECTOR SCHULTE, SECOND BY SECRETARY CRANDALL, TO ADJOURN THE MEETING. MOTION CARRIES.

President Naeve declared the meeting adjourned at 10:52 a.m.

Proposed amendments to the Bylaws of the Coon Rapids Mortgage Assistance Foundation
(deletions in brackets, additions double underlined).

BYLAWS
OF
COON RAPIDS MORTGAGE ASSISTANCE FOUNDATION
REVISED [FEBRUARY 5, 2003]DECEMBER 21, 2011

ARTICLE I

OFFICES

The principal office of the Corporation in the State of Minnesota shall be located in the City of Coon Rapids, County of Anoka. The Corporation may have such other office, either within or without the State of Minnesota, as the Board of Directors may determine or as the affairs of the Corporation may require from time to time.

The Corporation shall have and continuously maintain in the State of Minnesota a registered office as required by the Minnesota Nonprofit Corporation Act. The registered office may be, but need not be, identical with the principal office in the State of Minnesota, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

MEMBERS

The Corporation shall have no members. If it shall ever be determined by a court that any entity or entities, corporate or natural, are members of the Corporation for such purposes of the Minnesota Nonprofit Corporation Act, then such member or members shall have no voting rights in the Corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 1. General Powers. The Business and affairs of the Corporation shall be managed by a Board of Directors. The original members of the Board of Directors shall be those individuals as designated in the Articles of Incorporation whose terms shall be as set forth therein. The Board of Directors shall have full power to act on behalf of the Corporation as permitted by the statutes of the State of Minnesota, the Articles of Incorporation and these Bylaws, as shall be amended from time to time; provided, however, that the Board shall take no

actions and adopt no policies which, in the opinion of the Board, are not in the best interest of the City of Coon Rapids, Minnesota.

Section 2. Number, Tenure and Qualification. The number of directors shall be seven. Directors shall live or work in the City of Coon Rapids, Minnesota. Each director shall hold office for a term of three years and until his or her successor shall have been elected and qualified. Not more than two directors may be current members of the Coon Rapids City Council. A Coon Rapids City Council member shall immediately lose his or her qualification to serve as a director upon leaving the City Council for any reason.

Section 3. Election of the Board of Directors. At each annual meeting of the Board of Directors, the Board shall elect directors for the coming year, provided, however, that the election of any individual to serve as a member of the Board may be vetoed by the City Council of Coon Rapids, Minnesota, at any time prior to the date on which the individual takes office.

Section 4. Regular Meetings. The annual meeting of the Board of Directors shall [be] held on the first Thursday in the month of December in each year at a time and place to be determined by the Board of Directors, for the purpose of electing new directors and officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide [by resolution the time and place, either within or without the State of Minnesota,]for the holding of other regular meetings of the Board[without other notice than such resolution].

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two directors. [The person or persons authorized to call special meetings of the Board may fix any place, either within or without the State of Minnesota, as the place for holding any special meeting of the Board called by them.]

Section 6. Notice. Unless otherwise provided by resolution [of] the Board of Directors or these Bylaws, notice of every meeting of the Board of Directors shall be given to each director.

Section 7. Quorum. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these Bylaws.

Section 9. Compensation. Directors shall not receive any stated salaries for their services but, by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board. This Section 9 shall not be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor; provided, however, that no public officer of the City of Coon Rapids shall be entitled to any form of remuneration for services rendered to the Corporation or to otherwise personally benefit financially from the Corporation.

Section 10. Vacancies. A vacancy on the Board of Directors shall be deemed to exist upon the resignation, disqualification, removal or death of a director. Any vacancy occurring in the membership of the Board of Directors, and any directorship to be filled by reason of an increase in the number of directors, shall be filled through election by the remaining members of the Board, subject to the veto power of the City Council. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 11. Removal. The Board of Directors may remove one or more of its members whenever, in the judgment of a majority of the remaining members of the Board, the removal would be in the best interests of the Corporation.

Section 12. Minnesota Open Meeting Law. Meetings of the Board of Directors and its committees shall be conducted in accordance with the Minnesota Open Meeting Law. [Action without a Meeting. Any action required by law or these Bylaws to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by each director then in office.]

Section 13. Proxies. A director shall not appoint a proxy for himself or herself or vote by proxy.

Section 14. Reports to the City Council. After every regular or special meeting of the Corporation, the Secretary or other officer of the Corporation shall report the minutes of said meeting to the City council at the Council's next regularly scheduled meeting. In addition, upon request of any member of the Council, the Secretary shall make such a report to any special meeting of the Council. Amendments to these Bylaws shall be reported to the Council prior to their effective date, and the election of new directors shall be reported to the Council prior to the date on which the newly elected director or directors will take office.

Section 15. Advice and Recommendations of the City Council. The City Council may offer its advice and recommendations to the Board of Directors with respect to the actions to be taken by the Corporation.

ARTICLE IV

OFFICERS

Section 1. Officers. The officers of the Corporation shall be a President, one or more Vice Presidents, as may be determined from time to time by the Board of Directors, a Treasurer and a Secretary. The Board of Directors may elect or appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and except the offices of President and Vice President.

Section 2. Election and Term of Office. The officers of the Corporation shall be

elected annually by the Board of Directors at the annual meeting of the Board of Directors. Each officer must be a director of the Corporation. If the election of officers is not held at such meeting, it shall be held as soon thereafter as may be convenient. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and qualified.

Section 3. Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of [hte]the officer so removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the Corporation. [He]The President shall preside at all meetings of the Board of Directors. [He]The President may sign, with the Secretary or any other proper officer of the Corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation; and in general [he]the President shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board of Directors.

Section 6. Vice President. In the absence of the President or in the event of [his]the President's inability or refusal to act, the Vice President (or[;] in the event there be more than one Vice President, the Vice Presidents in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as may be prescribed by the President or by the Board of Directors.

Section 7. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of [his] duties in such sum and with such surety or sureties as the Board of Directors shall determine. [He]The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Corporation; receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as may be prescribed by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall cause the minutes of the meetings of the Board of Directors to be kept in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be

custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and other duties as may be prescribed by the President or by the Board of Directors.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the Assistant Treasurers shall give bonds [fro]for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be prescribed by the Treasurer, the Secretary, the President or the Board of Directors.

ARTICLE V[.]

COMMITTEES

Section 1. Executive Committee. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate and appoint an Executive Committee, consisting of two [ro]or more directors, which committee, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation; provided, however, that the Executive Committee shall not have the authority of the Board of Directors in reference to amending, altering or repealing the Bylaws; electing, appointing or removing any member of any committee or any director or officer of the Corporation; amending the Articles of Incorporation; adopting a plan of merger or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee. The Executive Committee shall act only in the interval between meetings of the Board of Directors and shall at all times be subject to the control and direction of the Board. The designation and appointment of the Executive Committee and the delegation thereto of authority shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed upon it or [him]the individual director by law. The members of the Executive Committee shall keep accurate minutes of the Committee's meetings and regularly report such minutes to the full Board.

Section 2. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Directors of the Corporation, and the President of the Corporation shall appoint the members thereof. Any committee member may be removed by the President whenever in his or her judgment the best interests of the Corporation will be served by such removal.

Section 3. Term of Office. Each member of a committee shall continue as such until

the next annual meeting of the Board of Directors and until [the next annual meeting of the Board of Directors and until his]a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 4. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE VI

CONTRACTS. CHECKS, DEPOSITS AND LOANS

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All [C]checks, drafts or orders [fro]for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation [S]shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President.

Section 3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Corporation.

Section 5. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 6. Proxies with Respect to Securities of Other Corporations. Unless otherwise provided by resolution adopted by the Board of Directors, the President or a Vice President may from time to time appoint an attorney or attorneys, or an agent or agents, to exercise in the name and on behalf of the Corporation the powers and rights which the Corporation may have as the holder of stock or other securities in any other corporation to vote

or to consent with respect to such stock or other securities; and the President or any Vice President may instruct the person or persons so appointed as to the manner of exercising such powers and rights and the President or any Vice President may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal, or otherwise, all such written proxies, powers of attorney or other written instruments as he or she may deem necessary in order that the Corporation may exercise such powers and rights.

ARTICLE VII

BOOKS, RECORDS AND ACCOUNTS

The Corporation shall keep at its registered office correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and Executive Committee. All books and records of the Corporation may be inspected by any [D]director, or [his]the director's agent or attorney, or by the agent or attorney of the City Council for any proper purpose at any reasonable time.

The Corporation's books and records shall be audited annually by certified public accountants beginning in 1980. Said audit shall be made within sixty (60) days of the end of the Corporation's fiscal year.

ARTICLE VIII

FISCAL YEAR

The fiscal year of the Corporation shall be from October 1st to September 30th.

ARTICLE IX

INDEMNIFICATION

Section 1. In General. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor) by reason of the fact that [he]such person is an agent of the Corporation, against expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by [him]such person in connection with such proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation and, in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to a criminal proceeding, had reasonable cause to believe that his or her conduct was unlawful.

Section 2. Actions by or in the Right of the Corporation. The Corporation shall have

the power to indemnify any person who is a party or is threatened to be made a party to any proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Corporation, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such proceeding if such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation, unless and only to the extent that the court in which such proceeding was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

Section 3. Definitions of Agent, Proceeding and Expenses. For purposes of this Article IX, “agent” means any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; “proceeding” means any threatened, pending or completed action, suit, or proceeding, wherever brought, whether civil, criminal, administrative or investigative; and “expenses” includes, without limitation, attorneys’ fees and any expenses of establishing a right to indemnification under this Article IX.

Section 4. Required Indemnity. To the extent that an agent of the Corporation has been successful on the merits or otherwise in defense of any proceeding referred to in Sections 1 and 2 of this Article IX or in defense of any claim, issue or matter therein, the agent shall be indemnified against his or her expenses actually and reasonably incurred in connection therewith.

Section 5. Authorization of Indemnity. Any indemnification under Section 1 of this Article IX, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who are not parties to such proceeding; or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion. Any indemnification under Section 2 must be ordered by a court.

Section 6. Advance Indemnification. Expenses incurred defending any proceeding may be paid by the Corporation in advance of the final disposition of such proceeding as authorized by the Board of Directors in the manner specified in Section 5 of this Article IX, upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized in this Article IX.

Section 7. Not Exclusive of Other Rights. The indemnification provided by this

Article IX shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors and administrators of such person. Nothing contained in this Article IX shall affect any rights to indemnification to which agents other than directors and officers may be entitled by contract or otherwise under law.

Section 8. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against and incurred by the agent in any such capacity, provided, that no indemnification shall be made under any policy of insurance for any act which could not be indemnified by the Corporation under this Article IX or the Minnesota Nonprofit Corporation Act.

ARTICLE X

WAIVER OF NOTICE

A director may make written waiver of any notice required to be given under the provisions of the Minnesota Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, before, at or after a meeting. The waiver shall be filed with the person designated to act as secretary of the meeting and entered upon the records of the meeting. Appearance at a meeting is deemed a waiver unless it is solely for the purpose of asserting the illegality of the meeting.

ARTICLE XI

NOTICE

For purposes of these Bylaws, “notice” means a written notification of a meeting (a) stating time, place, and, in the case of a special meeting, purpose; (b) properly addressed according to the last available corporate records; (c) sent or delivered by a duly authorized person to each director entitled to vote at the meeting; and (d) delivered or mailed not less than five nor more than thirty days before the meeting, excluding the day of the meeting. “Written” includes printed, handwritten, typewritten, engraved, lithographed, telegraphed, cabled, radiogrammed, photographed, photo stated, telephotographed, electronic-mail, and other forms of recordation.

ARTICLE XII

AMENDMENTS

These Bylaws may be amended at any meeting of the Board of Directors at which a quorum is present upon receiving the affirmative vote of two-thirds of the directors who are present at the meeting and entitled to vote; provided, however, that notice of the meeting and of the proposed amendment shall be given; and provided, further, that any amendment of these Bylaws adopted by the [b]Board of Directors may be vetoed by the City Council.

The effective date of any amendment to these Bylaws or to the Articles of Incorporation shall be the date specified by the Board in the resolution adopting the amendment or, if no effective date is specified by the Board, the [F]irst day after the Board action has been reported to the City Council. The effective date of a veto of an amendment to these Bylaws or to the Articles of Incorporation by the City Council shall be the date of its adoption by the Council, or a later date specified by the Council. No veto by the Council shall have a retroactive effect. If the Council vetoes an amendment to the Articles of Incorporation after the amendment has been filed with the proper state and local officials, the directors and officers of the Corporation shall promptly take all actions and file all documents as may be necessary to make the veto effective under the laws of the State of Minnesota.

Brad Crandall, Secretary

**A RESOLUTION OF THE COON RAPIDS MORTGAGE ASSISTANCE FOUNDATION
TO PROVIDE FOR AMENDMENTS TO THE
BYLAWS OF THE FOUNDATION AS REVISED OCTOBER 31, 2001**

WHEREAS, the 1979 Minnesota Legislature enacted laws 1979, Chapter 306, which authorized the City of Coon Rapids to develop a program of making or purchasing mortgage loans to finance the acquisition of single family housing by low and moderate income persons and families; and

WHEREAS, in 1979, the City of Coon Rapids created the Coon Rapids Mortgage Assistance Foundation, a 501(c)(3) non-profit corporation, to issue housing revenue bonds to finance the program and to administer the proceeds of those bonds; and

WHEREAS, the Articles of Incorporation of the Coon Rapids Mortgage Assistance Foundation provide for Bylaws to regulate the internal affairs of the Corporation subject to the provisions set forth therein; and

WHEREAS, the Bylaws of the Coon Rapids Mortgage Assistance Foundation were last revised in February 2003; and

WHEREAS, in July 2003, the Coon Rapids City Council provided for the continued existence of the Coon Rapids Mortgage Assistance Foundation subject to certain findings and conditions, among which requires the Foundation to comply with laws governing political subdivisions, including the Minnesota Open Meeting Law; and

WHEREAS, the Coon Rapids Mortgage Assistance Foundation finds it necessary to amend said Bylaws to recognize the Minnesota Open Meeting Law, to create a gender neutral document and to correct typographical errors.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Coon Rapids Mortgage Assistance Foundation Board of Directors that the Bylaws of the Coon Rapids Mortgage Assistance Foundation shall be revised as directed by the Board of Directors at their meeting on December 1, 2011, and that said revisions shall be effective December 21, 2011.

Adopted by the Coon Rapids Mortgage Assistance Foundation Board of Directors this 1st day of December 2011.

Donna Naeve, President

Brad Crandall, Secretary



City Council Regular

18.

Meeting Date: 12/20/2011

Subject: Consider Coon Rapids Mortgage Assistance Foundation Recommendations concerning Housing Loan and Down Payment Assistance Programs

From: Bennett Cheryl, Housing & Zoning
Coordinator

INTRODUCTION

The Coon Rapids Mortgage Assistance Foundation (CRMAF) Board of Directors convened their annual meeting and the first 2011-2012 Board of Directors meeting on December 1, 2011. Board President Naeve's report to Council, including draft minutes of their meetings, precedes this item on your agenda. Upon recommendation of the Board of Directors, the City Council is asked to authorize certain changes to the Coon Rapids Housing Program Loan Fund and the ReGenerations Down Payment Assistance Loan Program.

DISCUSSION

Allocation of Additional Funding for Housing Improvement Loan Programs

The City of Coon Rapids Housing Program was developed by the CRMAF Board of Directors with the assistance of City staff. The program includes the following loan funds: Home Improvement Incentive Program Loan Fund, Home Rehabilitation Assistance Program Loan Fund, Two-Family Home Rehabilitation Program Loan Fund and the Emergency Home Repair Program Loan Fund. The first loans were issued in July 2005. To date, \$2,425,000 has been allocated to this program. As of October 31, 2011, 170 loans have been funded and 95 percent of the funds committed. A map showing the general locations of properties assisted with our program is attached.

At their meeting on December 1, the Board of Directors reviewed loan activity in each loan program fund and is recommending that additional funds be made available for home improvement loans made through the program. The Board is recommending that an additional \$250,000 be allocated for the loan program. Previous action by the City Council authorizes the Executive Committee of the Board of Directors to place the allocation among the individual loan funds at their discretion. At this time it is proposed to be allocated in the following manner: \$150,000 to the Home Improvement Incentive Program and \$100,000 to the Home Rehabilitation Assistance Program. It is anticipated that upon conclusion of the Opportunity City Program process currently underway, new program development and funding will be forwarded for Council action.

Extension of Service Contract

The Service Contract with the Center for Energy and Environment (CEE) to administer the Housing Program loan funds terminates on December 31, 2011. CEE has successfully administered this program for the City of Coon Rapids since March 1, 2005, and has indicated their interest in continuing program administration. They seek an extension of the Service Contract under the existing terms of the contract, including compensation. Staff review of their performance is positive and believes there is benefit of program continuity by extending the contract with CEE. The Board of Directors is recommending the contract be extended through December 31, 2014.

Expansion of ReGenerations Down Payment Assistance Loan Program to Refinancing Mortgages

The Regenerations Down Payment Assistance Loan Program has been available to home buyers in Coon Rapids since April 2010. The program promotes and facilitates the repair or modernization of existing single-family

housing units through the use of a federally insured FHA Section 203(k) mortgage. The program provides down payment assistance of up to 3.5% of the purchase price of the property plus the rehab costs in the form of a forgivable loan; the maximum amount of down payment assistance is \$6,000. The loan is fully forgiven after ten years of principal residence occupancy by the borrower. There is no maximum purchase price on property assisted with this program, however, the maximum mortgage under the FHA Section 203(k) program is currently \$318,550 for property in Anoka County.

As of the end of November, 13 down payment assistance loans have been made under this program. Down payment assistance loans totaling \$62,664 have resulted in over \$218,127 in rehab investment in these properties and returned twelve vacant, foreclosed properties to owner occupancy. Eight of the 13 households (62%) have minor children of school and pre-school age; 85 percent are first-time home buyers. A map showing the geographic distribution of properties purchased using the ReGenerations Down Payment Assistance Loan Program is attached.

Following discussion on the matter, the Coon Rapids Mortgage Assistance Foundation recommends expanding this program to provide incentive for current residents refinancing an existing mortgage to use the FHA Section 203(k) mortgage to make needed repairs or renovations to their properties. The program terms would be the same as for a new home buyer – up to \$6,000 in assistance forgiven after ten years. Participation would require at least \$10,000 in improvements. Program guidelines would be amended to prohibit cashing out any equity during the refinancing of the mortgage. Equity could be used, however, to partially fund renovations included in the 203(k) mortgage. The ReGenerations Down Payment Assistance Loan Program was originally funded at \$300,000 and no additional allocation to the program is needed at this time.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment and Housing sections of the City's long term strategic vision in the following ways: Home improvement and down payment assistance loans enable development that is diversified and sustainable and that supports a high quality of life in neighborhoods. Neighborhoods are stable, safe and connected; predominantly owner-occupied housing is well maintained and offers life cycle housing options.

RECOMMENDATION

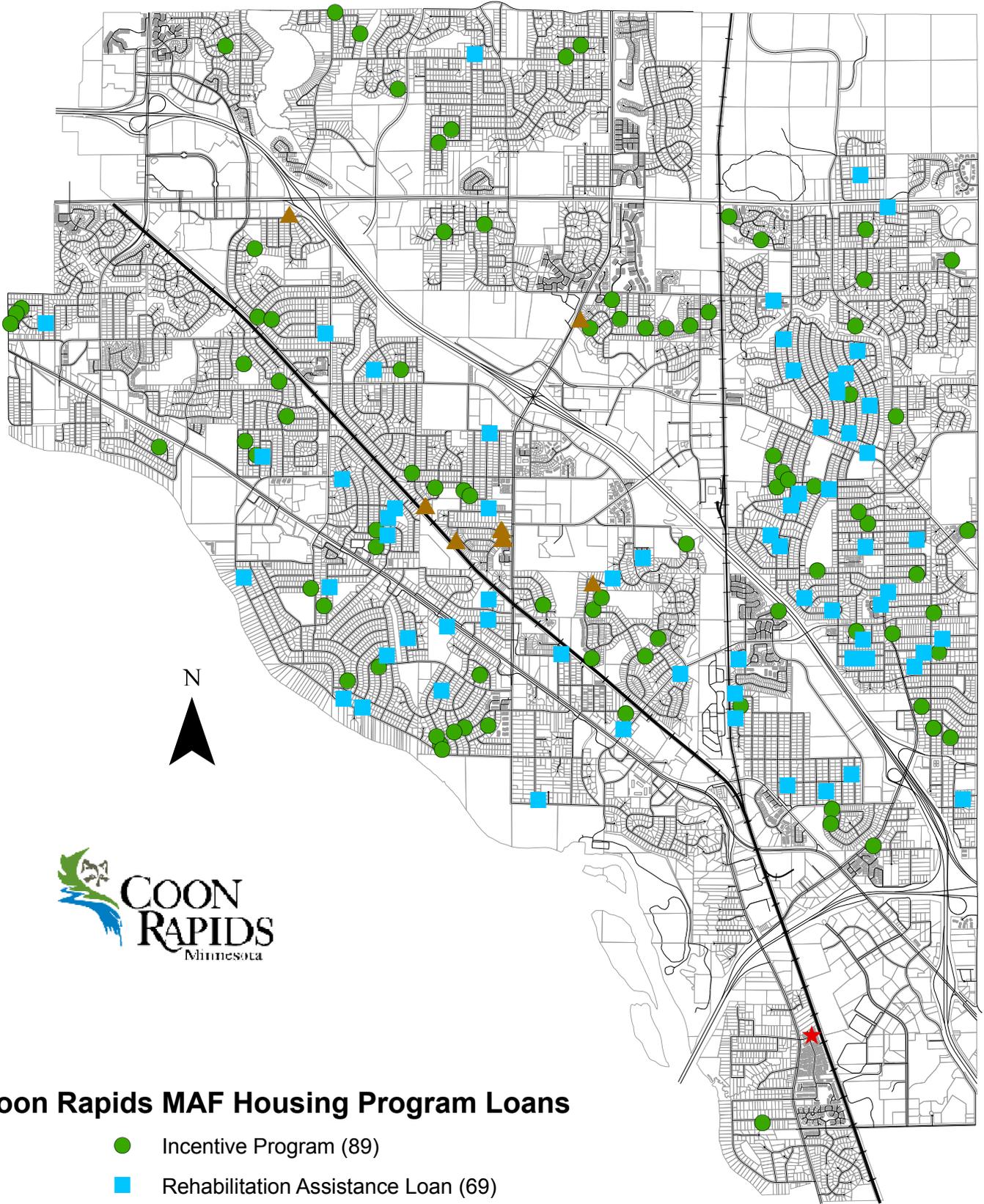
Staff recommends the City Council concur with the recommendation of the Coon Rapids Mortgage Assistance Foundation Board of Directors and:

- a. Approve funding increases for the Coon Rapids Housing Program Loan Funds as proposed in the amount of \$250,000.
- b. Authorize the Mayor and City Manager to execute an amendment to the Service Contract, together with any other necessary documents, with the Center for Energy and Environment to administer the Coon Rapids Home Improvement Loan and Emergency Home Repair Loan Programs of the City of Coon Rapids Housing Program extending the term of the contract through December 31, 2014.
- c. Approve an amendment to the Program Guidelines of the ReGenerations Down Payment Assistance Loan Program expanding the use of the program to property owners refinancing an existing mortgage with an FHA Section 203(k) mortgage as described herein.

Attachments

Map of CRMAF Housing Program Loans

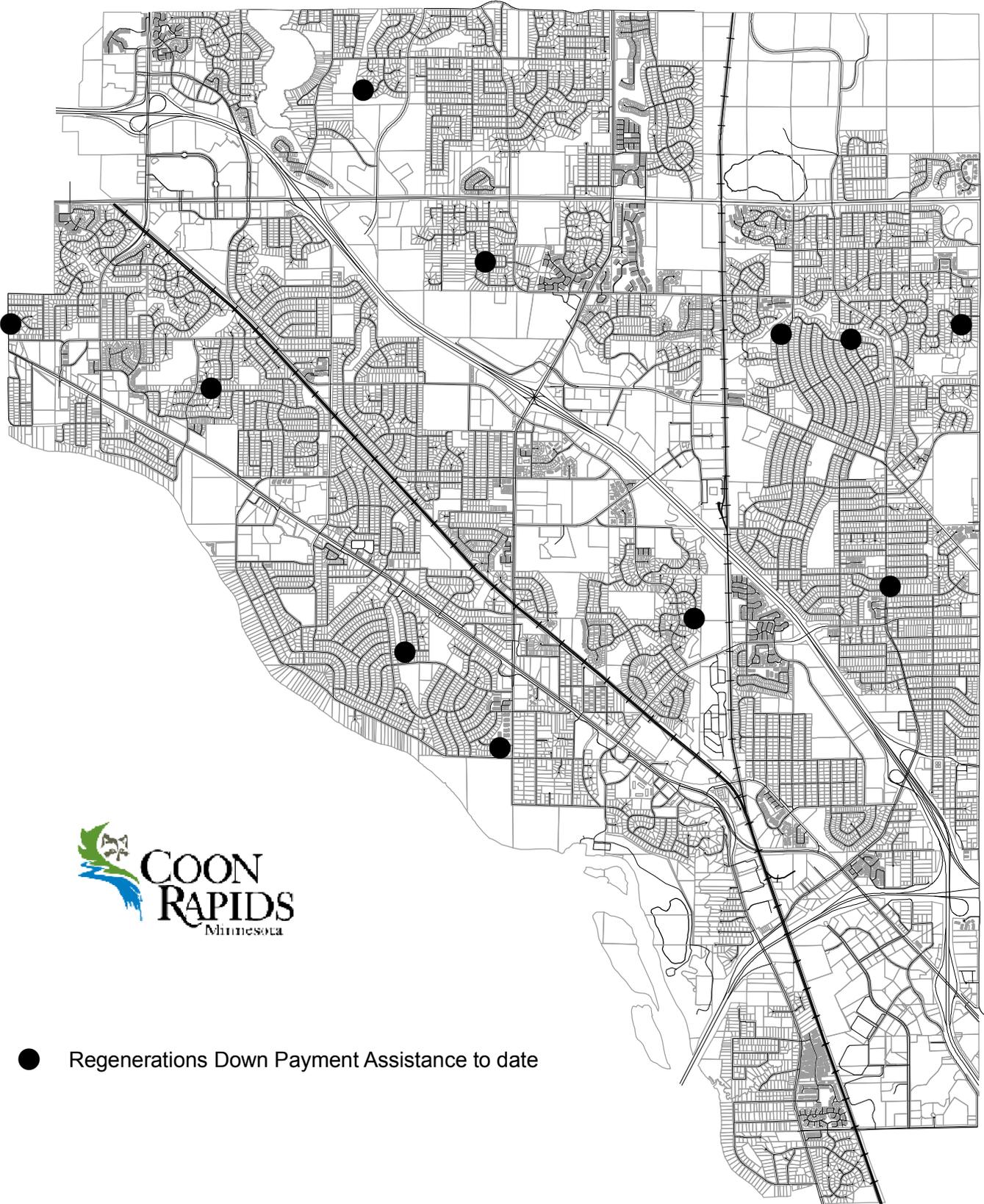
Map of ReGenerations DPA Loans



Coon Rapids MAF Housing Program Loans

- Incentive Program (89)
- Rehabilitation Assistance Loan (69)
- ▲ Two Family Rehabilitation Loan (11)
- ★ Emergency (1)

November 2011



● Regenerations Down Payment Assistance to date



City Council Regular

19.

Meeting Date: 12/20/2011

Subject: Year End Budget Appropriations

From: Kevin Vouk, Manager of
Accounting/Treasurer

INTRODUCTION

At the close of each year, the General Fund budget is compared to year-to-date revenues and expenditures ensuring that each activity does not exceed budgeted amounts. Net adjustments equal to zero are being recommended.

DISCUSSION

General Fund expenditures were reviewed with activity managers or department heads. It is anticipated that overall expenditures for 2011 will be \$23,987,590, which includes \$98,160 being carried forward to the next year. This is \$410,674 under the 2011 estimate shown in the 2012 budget document. The carry-forwards include budgeted amounts that will not be received before year-end or are not needed until 2012. Accounting standards require that purchases be recorded in the year the items or services are actually received.

The 2011 revenues are estimated to be \$25,616,516 or \$439,885 more than previously estimated in the 2011 budget document.

The 2011 General Fund balance is projected to increase by \$850,529, after carry-forwards, over the estimate shown in the 2012 budget.

Comparisons of the 2011 estimated General Fund revenues and expenditures to the 2011 amended budget are as follows:

REVENUES

Revenues are estimated to be \$25,616,516 which is \$606,640 or 2.4% over the amended revenue budget of \$25,009,876. A summary of budgeted General Fund revenues compared to the current estimate is as follows:

	Amended Budget	Mid Year Estimate	Current Estimate	Current Estimate Over (Under) Amended Budget
General Property Taxes	\$17,319,408	\$17,002,463	\$17,146,000	(\$173,408)
Business Licenses	424,020	475,747	546,949	122,929
Non-business Licenses/Permits	950,700	998,700	990,695	39,995
Fines and Forfeitures	365,000	501,425	488,700	123,700
Investment Income	216,400	218,000	325,000	108,600
Intergovernmental Revenue	999,085	916,495	953,580	(45,505)
Charges for Services	1,398,650	1,541,700	1,632,135	233,485
Utilities Tax	3,013,613	3,161,101	3,158,153	144,540
Other	323,000	361,000	375,304	52,304
TOTAL	\$25,009,876	\$25,176,631	\$25,616,516	\$606,640

EXPENDITURES

Expenditures, including carry-forwards of \$98,160, are estimated to be \$23,987,590 which is \$701,805 or 2.8% under the amended budget of \$24,689,395. A summary of expenditure estimates compared to budget by department is as follows:

	Amended Budget*	Mid Year Estimate	Current Estimate (Including carry-forwards)	Current Estimate Over (Under) Amended Budget
City Manager Department	\$1,661,369	\$1,619,908	\$1,432,969	(\$228,400)
Legal Department	767,598	781,919	725,798	(41,800)
City Clerk Department	253,340	240,439	190,640	(62,700)
Finance Department	1,651,038	1,608,508	1,580,238	(70,800)
Community Development Dept.	1,900,758	1,818,183	1,785,058	(115,700)
Police Department	8,109,066	8,153,165	8,056,866	(52,200)
Fire Department	3,880,449	3,820,139	3,751,349	(129,100)
Public Works Department	6,330,272	6,252,613	6,464,672	134,400
Contingency	135,505	103,390		(135,505)
TOTAL	\$24,689,395	\$24,398,264	\$23,987,590	(\$701,805)

*prior to reallocating funds

Personal Services

It is estimated that expenditures in the Personal Services category will be \$18,857,948. This is \$597,205 under budget due to vacancies and fewer seasonal employee hours than budgeted.

Other Charges and Services

It is estimated that expenditures in the Other Charges and Services category will be \$3,547,888 or \$3,604,908 with carry-forwards. This is \$83,700 under budget primarily due to less being spent than was budgeted for utilities, travel and conferences.

Supplies

It is estimated that expenditures in the Supplies category will be \$1,294,921 or \$1,301,921 with carry-forwards. This is \$6,200 over budget primarily due to an increase in motor fuels and lubricants.

Capital Outlay

It is estimated that expenditures in the Capital Outlay category will be \$171,273 or \$205,413 with carry-forwards. This is \$41,500 under budget primarily due to savings from the amounts originally budgeted.

Other Disbursements

It is estimated that expenditures in the other disbursements category will be \$17,400 which is \$14,400 over budget due to unbudgeted concession merchandise at the Ice Center.

2011 CARRY-OVER TO 2012 BUDGET

Council is asked to consider carrying forward \$98,160 in the General Fund and \$1,103,196 for other funds into fiscal year 2012 for items not purchased or completed in 2011. An explanation of these requests follows:

General Fund

Activity 123 – Management: \$1,960 for training

Activity 143 - Information Technology: \$9,940 for 48 port Cisco Switch in police
\$6,000 for server hardware for e-mail system

\$7,700 for external storage for police squad car video

Activity 147 – Property Appraisal \$4,000 for commercial appraisals

Activity 201 – Court Case/Prep \$25,000 for WebCAP website development

Activity 221 – Fire Prevention \$25,560 for County Computer Aided Dispatch system

Activity 320 – Civic Center \$7,000 for chairs for Civic Center

Activity 421 – Building Inspection: \$10,500 for City Works software

Activity 508 – Geographic Information System: \$500 for Microsoft server license

Other Funds

Activity 716 – Public Communications Fund: \$2,000 for uniforms
 \$4,000 for Cable TV franchise renewal legal fees
 \$2,000 for editing software
 \$1,500 for CTN marketing materials
 \$1,197 for compositing software upgrade for Suite A
 \$12,612 for (4) Apple Mac pro editing computers
 \$3,000 for central video editing storage
 \$32,713 for HD equipment upgrade for truck

Activity 786 – Facilities Construction Fund: \$90,000 for carpet for City Hall
 \$10,000 for furniture for lobby of City Hall

Activity 788 – Capital Equipment Fund: \$365,000 for Tactical support vehicle
 \$43,262 for (2) 4x2 pickup trucks
 \$17,207 for (1) car
 \$42,750 for articulating vibrating pavement roller
 \$166,897 for single axle dump truck with snow plow
 \$181,688 for tandem axle dump truck with snow plow
 \$8,000 for oil and grease reels for Public Works addition
 \$38,852 for Skidsteer tractor with attachments

Activity 601 - Water System Maintenance: \$4,200 for RPZ backflow preventer
 \$6,626 for Ortho transfer and measuring system
 \$24,348 for various CW & GIS hardware and software

Activity 620 - Sewer System Maintenance: \$22,670 for various CW & GIS hardware and software

Activity 640 - Storm Water Utility Fund: \$22,674 for various CW & GIS hardware and software

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

Staff recommends that Council adopt Resolution No. 11-136 re-appropriating funds within the 2011 General Fund budget and amending the 2011 and 2012 budgets.

Attachments

Resolution #11-136

RESOLUTION 11-136

**RESOLUTION REAPPROPRIATING FUNDS WITHIN THE
2011 GENERAL FUND BUDGET AND AMENDING THE 2011 AND 2012 BUDGETS**

WHEREAS, Section 1-700 of the City Charter provides for adoption of an annual budget, and the subsequent re-appropriation of the unencumbered balances for other purposes; and

WHEREAS, the City of Coon Rapids budget provides appropriations in a program format by activity; and

WHEREAS, the actual charges of personal hours and other expenses differs somewhat from budgetary estimates made over one year ago; and

WHEREAS, some 2011 budgeted items and services will not be purchased until 2012.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coon Rapids hereby authorizes the re-appropriation of 2011 funds and amends the 2011 and 2012 budgets to include re-appropriation of 2011 budgeted funds to fiscal year 2012 as follows:

2011 BUDGET RE-APPROPRIATION
(Reductions are indicated in parentheses.)

ACTIVITY #	DESCRIPTION	PERSONAL SERVICE	OTHER CHARGES AND SERVICES	SUPPLIES	CAPITAL OUTLAY	CHARGE BACK	TOTAL
101	Legislative Control		3,600	(1,600)			2,000
102	Board & Commissions		(2,000)				(2,000)
103	Legal Services	10,600	(2,000)	(4,000)			4,600
121	Maintenance of Official Records		(600)				(600)
122	Information		(200)	200			0
123	Management		(3,400)				(3,400)
124	Licensing		500	100			600
141	Human Resources		(37,000)				(37,000)
142	Fiscal Planning	(4,000)	(1,100)	1,100			(4,000)
143	Information Technology		(5,000)	800	(4,200)		(8,400)
144	General Revenue Collections	10,000	(700)	700			10,000
147	Property Appraisal	(10,000)					(10,000)
148	Purchasing		(3,000)				(3,000)
149	Payroll	4,000	(1,100)	1,100			4,000
201	Court Case/Preparation	(10,600)	36,300				25,700
202	Investigation/Non-Traffic	(88,000)	(8,300)	(2,000)			(98,300)
203	Preventative Patrol/Traffic	88,000	(8,000)	23,300	(6,000)		97,300
204	Accident Reduction Project	31,000					31,000
205	Animal Control	32,000	4,000	(2,000)			34,000
206	Community Education	(53,000)	(7,000)	(2,000)			(62,000)
207	Drug Enforcement & Education	(10,000)	(6,000)	(10,000)			(26,000)
208	Emergency Operation Planning		(8,000)				(8,000)
221	Fire Prevention	(56,000)	(4,000)	1,300			(58,700)
222	Fire Training	(30,000)	6,700				(23,300)
223	Fire Suppression	(55,000)	(30,000)	10,800			(74,200)
224	Rescue and First Aid	110,000	200	(200)	(13,000)		97,000
251	Employee Safety	1,000					1,000
302	Riverwind Recreational Center		200				200
305	Community Schools		100				100
320	Facilities Rental		3,000	(200)			2,800
324	Multi-Purpose Senior Center		(4,100)	4,100			0
401	Planning	(26,400)	(5,000)				(31,400)
407	Neighborhood Reinvestment	42,000	(23,100)	1,700			20,600
421	Building Inspection	(27,000)	28,600	(2,200)			(600)
500	Snow Removal	(38,000)	(9,000)				(47,000)
501	Street Maintenance	53,000	15,100	9,700			77,800
503	Streetlight Maintenance	(4,500)	7,400	(1,000)			1,900
506	Garage/Vehicle Maintenance	(12,000)	(8,000)	5,500			(14,500)
507	Public Building Maintenance	1,500	(30,000)	(8,000)			(36,500)
508	GIS	(10,700)	(6,000)	(2,000)	(3,000)		(21,700)
509	Engineering Maintenance Service	25,500	7,100	2,700			35,300
510	Park Maintenance	52,000	24,500	29,600			106,100
511	Sidewalk Maintenance		13,500	1,300			14,800
514	Adult Softball Program	(3,800)	2,300	(800)			(2,300)
515	Indoor Skating	36,000	44,100	(2,600)	(1,300)	14,400	90,600
516	Outdoor Skating/Open	(42,000)		(2,000)			(44,000)
521	Tree Maintenance	3,400	1,100	(26,000)			(21,500)
522	Weed Control	(19,000)	200	(200)			(19,000)
	Total	<u>0</u>	<u>(14,100)</u>	<u>27,200</u>	<u>(27,500)</u>	<u>14,400</u>	<u>_____</u>

Re-appropriation of the following funds from the 2011 Budget to the 2012 Budget:

General Fund

Activity 123 – Management	\$1,960	for Local Government Peer Group Facilitation
Activity 143 - Information Technology	\$9,940	for 48 port Cisco Switch in Police
	\$6,000	for server hardware for e-mail system
	\$7,700	for external storage for police squad car video
Activity 147 – Property Appraisal	\$4,000	for commercial appraisals
Activity 201 – Court Case/Prep	\$25,000	for WebCAP website development
Activity 221 – Fire Prevention	\$25,560	for County Computer Aided Dispatch system
Activity 320 – Civic Center	\$7,000	for chairs for Civic Center
Activity 421 – Building Inspection	\$10,500	for City Works software
Activity 508 – Geographic Info System	<u>\$500</u>	for Microsoft server license
	<u>\$98,160</u>	

Other Funds

Activity 716 – Public Communications Fund	\$2000	for uniforms
	\$4,000	for Cable TV franchise renewal legal fees
	\$2,000	for editing software
	\$1,500	for CTN marketing materials
	\$1,197	for compositing software upgrade for Suite A
	\$12,612	for (4) Apple Mac pro editing computers
	\$3,000	for Central video editing storage
	\$32,713	for HD equipment upgrade for truck
Activity 786 – Facilities Construction Fund	\$90,000	for carpet for City Hall
	\$10,000	for furniture in lobby of City Hall
Activity 788 – Capital Equipment Fund	\$365,000	for Tactical support vehicle
	\$43,262	for (2) 4x2 pickup trucks
	\$17,207	for (1) car
	\$42,750	for articulating vibrating pavement roller
	\$166,897	for single axle dump truck with snow plow
	\$181,688	for tandem axle dump truck with snow plow
	\$8,000	for oil and grease reels for Public Works addition
	\$38,852	for Skidsteer tractor with attachments
Activity 601 - Water System Maintenance	\$4,200	for RPZ backflow preventer
	\$6,626	for Ortho transfer and measuring system
	\$24,348	for various CW & GIS hardware and software

Activity 620 - Sewer System Maintenance \$22,670 for various CW & GIS hardware and software

Activity 640 - Storm Water Utility Fund \$22,674 for various CW & GIS hardware and software

\$1,103,196

Adopted by the Coon Rapids City Council this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

20.

Meeting Date: 12/20/2011

Subject: Re-appropriation of 2011 General Fund Contingency

From: Fran Hanson, Accounting Supervisor

INTRODUCTION

Labor and benefits for 2011 should be allocated to the General Fund activities. All 2011 contracts have now been settled.

DISCUSSION

Re-appropriation to the personal services line item is now being requested based on the 2011 labor contracts and approved salary adjustments. Resolution 11-135 re-appropriating the personal services line item to the General Fund activities is attached for your consideration. The allocation totals \$164,495. The resolution moves funds from the contingency account to individual activities within the General Fund for budgetary purposes.

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

Staff recommends that Council adopt Resolution No. 11-135 providing re-appropriation of the 2011 General Fund contingency.

Attachments

Resolution 11-135

RESOLUTION 11-135

RESOLUTION PROVIDING REAPPROPRIATION OF THE 2011 GENERAL FUND CONTINGENCY

WHEREAS, Section 1-700 of the City Charter provides for a contingency appropriation as a part of the budget and the subsequent reappropriation of the contingency appropriation; and

WHEREAS, the 2011 adopted General Fund budget included a contingency appropriation; and

WHEREAS, all changes to be covered by the contingency are now known.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Coon Rapids hereby authorizes the reappropriation of the 2011 contingency to the General Fund activities as follows:

2011 BUDGET ADJUSTMENTS

ACT #	DESCRIPTION	PERSONAL SERVICES
101	Legislative Control	488
102	Boards & Commissions	272
103	Legal Services-General	2,337
104	Elections and Voter Registration	15
121	Maintenance of Official Records	692
122	Information	786
123	Management	1,844
124	Licensing	300
141	Human Resources	1,538
142	Fiscal Planning and Accounting	5,461
143	Information Technology	3,321
144	General Revenue Collections	465
147	Property Appraisal	3,324
148	Purchasing	359
149	Payroll	440
201	Court Case/Preparation & Appearance	4,068
202	Investigation/Non-Traffic	10,196
203	Preventative Patrol/Traffic & All Other	45,895
204	Accident Reduction Project	78
205	Animal Control	406
206	School Liaison Program/Community Education	5,785
207	Drug Enforcement and Education	3,000
208	Emergency Operation Planning	453
221	Fire Prevention	2,942
222	Fire Training	2,876
223	Fire Suppression	20,185
224	Rescue and First Aid	3,497
225	Fire Investigation	283
251	Employee Safety	142
320	Civic Center	71
324	Senior Citizen Services	1,325
328	Housing Assistance Program	2,801

401	Planning	2,775
407	Neighborhood Reinvestment	2,469
421	Building Inspection	5,999
500	Snow Removal	1,937
501	Street Maintenance	4,816
503	Streetlight/Signal Maintenance	138
506	Central Garage/Vehicle Maintenance	4,503
507	Public Building Maintenance	1,134
508	Geographic Information System	1,274
509	Engineering Maintenance Services	2,461
510	Parks and Grounds Maintenance	7,832
511	Sidewalk Maintenance	200
514	Adult Softball Program	176
515	Indoor Skating/Ice Arena	1,390
516	Outdoor Skating	1,042
521	Tree Maintenance	694
522	Weed Control	10
		<hr/>
	Total	<u>\$164,495</u>

Adopted by the Coon Rapids City Council this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk



City Council Regular

21.

Meeting Date: 12/20/2011

Subject: Government Accounting Standard Board (GASB) Statement 54 Implementation

From: Fran Hanson, Accounting Supervisor

INTRODUCTION

The Government Accounting Standards Board (GASB) requires implementation of GASB Statement #54 for the 2011 financial statement by formalizing the commitment of the specific revenue sources to specified purposes for all its Special Revenue Funds and requiring new fund balance classifications for financial reporting.

DISCUSSION

GASB's Statement #54 definition of Special Revenue Funds states that special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The term "proceeds of specific revenue sources" establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund and comprise a substantial portion of the fund's revenues. Resolution 11-137 defines the specific revenue source of each Special Revenue Fund and the specific purposes for which they are committed.

The Statement also separates fund balance into five categories versus three under old standards (reserved, designated and undesignated):

1. Nonspendable fund balance - amounts not in a spendable form or are required to be maintained intact.
2. Restricted fund balance - amounts subject to externally enforceable legal restrictions.
3. Committed fund balance - amounts that can be used only for specific purposes determined by formal action of the City Council. Only the City Council can lift or change the commitment with formal action similar to the original constraint.
4. Assigned fund balance - amounts intended for specific purposes. Intent can be expressed by the governmental body or by an official the governing body delegates the authority to. Staff recommends the Finance Director.
5. Unassigned fund balance - residual amounts that are available for any purpose in the General Fund. This category can only be found in the General Fund since other funds are for very specific purposes.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision by ensuring the financial reporting process conforms to recognized generally accepted accounting principles.

RECOMMENDATION

- A. Adopt Res. No. 11-137 Committing Specific Revenue Sources in Special Revenue Funds.
- B. Adopt Res. No. 11-138 Committing Fund Balances and Delegating the Authority to Assign Fund Balances.

Attachments

Resolution 11-137

RESOLUTION NO. 11-137

**RESOLUTION COMMITTING SPECIFIC REVENUE SOURCES IN
SPECIAL REVENUE FUNDS**

WHEREAS, the Governmental Accounting Standards Board’s Statement #54 definition of special revenue funds states that special revenue funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects; and,

WHEREAS, the term “proceeds of specific revenue sources” establishes that one or more specific restricted or committed revenues should be the foundation for a special revenue fund and comprise a substantial portion of the fund’s revenues; and,

WHEREAS, investment earnings and transfers from other funds do not meet the definition of a specific revenue sources; and,

WHEREAS, the designation of restricted special revenue sources was designated by third parties as follows:

Special Revenue Fund	Special Revenue Sources	Restricted For
Law Enforcement Programs Fund	Forfeited cash and property, donations, and grants	Law enforcement programs and activities
Public Communications Fund	Cable franchise fees	Operations for public broadcasting capabilities, studio improvements, and other capital expenditures improving the overall cable system
Comm. Development Block Grant Fund	Comm. Development block grants	Community development grant programs
Curbside Recycling Fund	Curbside recycling grants	Recycling center programs and activities

WHEREAS, council action is required to formalize the commitment of the specific revenue sources to specified purposes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that effective December 20, 2011 the specific revenue source of each special revenue fund and the specific purposes for which they are committed are as follows:

Special Revenue Fund	Special Revenue Sources	Committed For
Housing Program Fund	Mortgage principal and interest payments	Program housing loans
Law Enforcement Programs Fund	Charges for services	Crime free training
Fire Department Programs Fund	Charges for services	Safety camp and lock boxes
Public Communications Fund	Cable fees, production services and sales	Cable operations, maintenance and improvements
Commissions and Events Fund	Donations & charges for services	Fine arts and historical commissions
Senior Activity Fund	Donations & charges for services	Senior center activities

Adopted this 20th day of December 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 11-138

**RESOLUTION COMMITTING FUND BALANCES AND DELGATING
THE AUTHORITY TO ASSIGN FUND BALANCES**

WHEREAS, the Governmental Accounting Standards Board's Statement #54 has changed the classifications of fund balance; and,

WHEREAS, council action is required to designate the components of committed fund balance and delegate the authority to assign fund balances.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that effective December 20, 2011 the designation of the components of committed fund balance are as follows:

Fund Type	Committed Fund Balance Item
Special Revenue:	Housing programs,
	Public Communication programs,
	Commissions
Debt Service:	Development of projects
Capital Projects:	Development of projects,
	Redevelopment

BE IT FURTHER RESOLVED that the Finance Director of the City of Coon Rapids is hereby designated as the approved authority to assign fund balances.

Adopted this 20th day of December 2011.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

22.

Meeting Date: 12/20/2011

Subject: Approve City Hall Carpet Replacement and Paint Repairs

Submitted For: Mel Doherty, Facilities/Fleet Maintenance

From: Cher Ridout, Admin Secretary II

INTRODUCTION

The 2011 Facility Construction Fund includes funds for carpet replacement. Council is requested to approve this work.

DISCUSSION

The hallway carpet from the Civic Center entrance to the Police Department is the original carpet installed in 1996. It is beginning to show signs of wear and should be replaced. Staff has secured a bid from St. Paul Linoleum and Carpet, an approved contractor on the State of Minnesota Materials Management contract site, in the amount of \$77,430. The City has used this firm for previous carpet projects at City Hall with very good results. The scope of work includes replacement of all carpet in the hallway from the Civic Center entrance to the Police Department, the Council Chambers and the IT office area. A professional designer was consulted with to select the colors and patterns for the project to preserve the architectural elements of the original design.

In addition to the carpet replacement, baseboard repairs and painting is needed in the main hallway and the Police Department. The City has received a quote from Sovia's Painting and Decorating based on estimated time and materials in the amount of \$12,000 for the painting. RAK construction, used to remodel the HR/ Legal office window, has proposed \$2,100 to repair existing baseboards. The majority of this project will be completed during City Hall off hours and should not result in any substantial disruption of normal operations.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Excellence in Government section of the 2030 Strategic Vision by maintaining and preserving the architectural elements of the original design of City Hall.

RECOMMENDATION

It is recommended Council approve carpet replacement and other repairs in the City Hall in the amount of \$91,430.

Fiscal Impact

BUDGET IMPACT:

The 2011 capital budget includes \$90,000 for replacement of carpet. Estimated costs are as follows:

Carpet Replacement	\$77,430
Baseboard Replacement and Repairs	\$2,000
Painting (\$10,290 + 15% for possible change orders \$1,543.50)	\$12,000
TOTAL	\$91,430



City Council Regular

23.

Meeting Date: 12/20/2011

Subject: Authorize Purchase of New Civic Center Chairs and Three-Wheeled Hand Truck

Submitted For: Sharon Legg, Finance Director

From: Stephanie Lincoln, Purchasing Clerk

INTRODUCTION

Staff is requesting authorization to purchase new stackable chairs and a three-wheeled hand truck to move the stacks of chairs for the Civic Center banquet room.

DISCUSSION

As you know, the Civic Center has banquet rooms that are rented to the public as well as used by the Senior Center daily. About half of the current chairs were purchased when the facility opened in 1996 and are still used heavily. Over the last ten years, about 80 chairs have been replaced, using the original vendor to match the chairs as closely as possible. However, the original chair design has changed making the size of the chair smaller. With the smaller size of the chair, stacking the old and the new chairs has been an issue causing damage to many of the chairs. Staff is recommending that all of the chairs be replaced due to the condition and the damage caused by having mismatched chairs, along with the age and high volume of use. The new chairs are less expensive, lighter and easier to stack. The total estimated cost for 250 new chairs and a three-wheeled hand truck is \$25,405.23. The total cost includes freight charges and tax.

ALIGNMENT WITH STRATEGIC VISION

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

The Civic Center is widely used by the community for special events, banquets and senior activities. By maintaining this venue, the City of Coon Rapids conveys that it is committed to providing an exceptional setting for these events and also suggests Excellence in Government.

RECOMMENDATION

Staff recommends:

- a. Cons. Resolution 11-139 amending budgets for chairs to allow for a transfer to the General Fund in the amount of \$13,405 from the Senior Activity Fund.
- b. Authorize the purchase of new Civic Center chairs and the three-wheeled hand truck in the amount of \$25,405.

Fiscal Impact

BUDGET IMPACT:

The 2011 Budget contains \$7,000 for replacement chairs that can be carried forward to the 2012 Budget to be combined with \$5,000 budgeted for replacement chairs. Additionally, funds are available in the Senior Activity Fund in the amount of \$13,405 to allow for the purchase of all new chairs in the amount of \$24,405.

Attachments

Chairs

RESOLUTION NO. 11-139

RESOLUTION AMENDING BUDGETS FOR CHAIRS

WHEREAS, Section 1-700 of the City Charter provides for adoption of an annual budget and subsequent amendments; and

WHEREAS, the Civic Center has banquet rooms that are rented to the public as well as used by the Senior Center; and

WHEREAS, the 2011 General Fund budget includes \$7,000 for banquet seating to be carried forward to the 2012 General Fund budget; and

WHEREAS, the 2012 General Fund budget includes \$5,000 for replacement chairs; and

WHEREAS, the Senior Activity Fund has \$13,405 available for the balance of the cost of the replacement chairs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota to authorize a budget amendment in the 2012 Budget to authorize the transfer from the Senior Activity Fund to the General Fund in the amount of \$13,405 and increase the Facility Rental budget in the same amount in the General Fund to pay for the chairs for the Civic Center.

Adopted this 20th day of December, 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk



City Council Regular

24.

Meeting Date: 12/20/2011

Subject: Authorize Purchase of a Treadmill

From: Sharon Legg, Finance Director

INTRODUCTION

Staff is recommending the purchase of a treadmill for Fire Station 2.

DISCUSSION

A treadmill at Fire Station 2 was anticipated to be replaced in 2013. However, the treadmill is in a deteriorated condition and staff is recommending that it not be repaired, but replaced early. The cost of a new one is \$4,215 including tax and freight. This was not anticipated for the 2012 budget. The City Code requires that capital outlay items be specifically identified in the budget.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Public Safety** section of the 2030 Strategic Vision by allowing firefighters and other departmental employees to be fit for duty.

RECOMMENDATION

Authorize the purchase a treadmill in the amount of \$4,215.

Fiscal Impact

BUDGET IMPACT:

Funds are available in the Rescue and First Aid Activity of the General Fund after the purchase of rescue tools and cutters which can be used to purchase the treadmill.



City Council Regular

25.

Meeting Date: 12/20/2011

Subject: Resolution Establishing 2012 Wage Schedule for Unrepresented Employees

Submitted For: Matt Fulton, City Manager

From: Jill Pocklington, Assistant Human Resources Coordinator

INTRODUCTION

The City Council is asked to adopt a resolution establishing the 2012 wage schedule for unrepresented employees and amending Section 10.4 of the May 2008 Employee Handbook on Personnel Policies and Procedures. This resolution is being presented in compliance with City Code Section 3-301, which requires the annual presentation of a compensation plan to the City Council.

DISCUSSION

Unrepresented employees received a 1% salary adjustment for 2011 to maintain internal equity within the City's personnel classification system as well as with external comparisons.

The City's 2012 Compensation Plan includes the following components:

1. There are 23 pay grades.
2. Each salary range minimum is approximately 75 percent of its range maximum.
3. The wage schedule includes a six percent merit pay range to reward employees who demonstrate excellent work performance.
4. The 2012 wage schedule for unrepresented positions includes a 1% pay adjustment effective January 1, 2012, and 1% pay adjustment effective July 1, 2012.

The number of regular full-time positions approved for 2012 is 227, which is the same as 2011 and commensurate with 2001 staffing levels.

All regular full-time and part-time employees will be compensated at a rate between the minimum and maximum of their salary range. The only exceptions are employees who exceeded the maximum rate when the new pay plan was implemented January 2005.

The vacation accrual schedule was modified in the Public Works 2008-2009 collective bargaining agreement for employees with more than 20 years of service. Since then, the Firefighters, Police and Police Sergeants collective bargaining agreements have been modified to reflect similar vacation accrual schedules. One day of vacation will be added during years 21-25.

ALIGNMENT WITH STRATEGIC VISION

This item is aligned with the Excellence in Government section of the 2030 Strategic Vision by striving for fiscal responsibility. The City's operation is dependent on the successful and professional delivery of public services by our municipal employees. This comes with the responsibility to provide competitive compensation as measured against benchmark communities and as required by the MN State Pay Equity Act.

RECOMMENDATION

Adopt Resolution 11-133 Establishing 2012 Wage Schedule for Unrepresented Employees and Revising the Vacation Leave Schedule Contained in Section 10.4 of the May 2008 Employee Handbook on Personnel Policies and Procedures.

Attachments

Resolution No. 11-133

RESOLUTION NO. 11-133

**A RESOLUTION ESTABLISHING THE 2012 WAGE SCHEDULE FOR
UNREPRESENTED EMPLOYEES AND REVISING THE VACATION LEAVE
SCHEDULE CONTAINED IN SECTION 10.4 OF THE MAY 2008
EMPLOYEE HANDBOOK ON PERSONNEL POLICIES AND PROCEDURES**

WHEREAS, City Code Section 3-310 requires the City Manager to present a compensation plan annually for all pay grades to be approved by resolution of the City Council; and

WHEREAS, this plan is in compliance with Minnesota Statute 471, which is referred to as the Pay Equity Law; and

WHEREAS, the classification and compensation plan has been revised to reflect changes to the 2012 budget proposals submitted to the City Council for review, which includes a one percent wage increase for unrepresented employees on January 1, 2012, and a one percent wage increase for unrepresented employees on July 1, 2012; and

WHEREAS, Council previously approved revisions to the vacation accrual schedules contained in the Public Works, Police, Police Sergeants and Fire Collective Bargaining Agreements; and

WHEREAS, Council believes that to maintain internal equity with all employees the Vacation Accrual Schedule reflected within the Employee Handbook on Personnel Policies and Procedures under Section 10.4 be revised.

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the following pay schedule be adopted, effective January 1, 2012 and July 1, 2012.

COON RAPIDS 2012 CLASSIFICATION SYSTEM

Effective January 1, 2012

GRADE	Minimum Monthly	Maximum Monthly
11	\$2,680	3,552
12	\$2,789	\$3,695
13	\$2,898	\$3,840
14	\$3,016	\$3,996
15	\$3,137	\$4,160
16	\$3,260	\$4,321
17	\$3,390	\$4,492
18	\$3,526	\$4,672
19	\$3,669	\$4,862
20	\$3,886	\$5,150
21	\$4,124	\$5,462
22	\$4,370	\$5,791
23	\$4,718	\$6,251
24	\$5,096	\$6,754

Effective July 1, 2012

GRADE	Minimum Monthly	Maximum Monthly
11	\$2,707	\$3,588
12	\$2,817	\$3,732
13	\$2,926	\$3,877
14	\$3,047	\$4,037
15	\$3,169	\$4,200
16	\$3,292	\$4,362
17	\$3,425	\$4,538
18	\$3,560	\$4,718
19	\$3,706	\$4,911
20	\$3,926	\$5,203
21	\$4,163	\$5,516
22	\$4,413	\$5,848
23	\$4,765	\$6,313
24	\$5,148	\$6,822

25	\$5,503	\$7,294
26	\$6,165	\$8,172
27	\$6,841	\$9,067
28	\$7,254	\$9,613
29	\$7,687	\$10,188
30	\$8,072	\$10,697
31	\$8,396	\$11,125
32	\$8,733	\$11,572
33	\$9,428	\$12,496

25	\$5,559	\$7,368
26	\$6,228	\$8,255
27	\$6,911	\$9,159
28	\$7,327	\$9,708
29	\$7,764	\$10,289
30	\$8,154	\$10,805
31	\$8,479	\$11,235
32	\$8,817	\$11,684
33	\$9,521	\$12,619

Section 1. Full-time Unrepresented Employees

The minimum range for a position is the rate at which a new employee usually starts. Employees with considerable work experience in similar positions may start above the minimum rate. Employees may also start above the minimum when market rate conditions dictate a higher salary in order to attract qualified personnel.

Trained and experienced employees will be compensated at a rate between the minimum and maximum rates, with the specific amount to be determined by the City Manager. In establishing a fair and equitable salary, the City Manager may consider salaries for comparable positions in comparable cities. Other factors of consideration will be the general prevailing wages for such a position in the metropolitan area, comparability of duties and responsibilities to other City positions, and tenure and performance of the individual employee.

The maximum rate is top salary for a position and will be reserved for employees whose performance is clearly superior and outstanding. The only exceptions are employees who exceeded the maximum rate when this new pay plan was implemented January 2005.

Section 2. Part-time Employees

Part-time employees may be eligible for step adjustments within their pay grade, but not necessarily at the same rate as full-time employees. Eligibility for pay adjustments will be determined by performance, which is the responsibility of the employee's supervisor, subject to review by the department head and Human Resources.

Section 3. Temporary and Seasonal Employees

The City Manager is hereby authorized to employ temporary and seasonal employees as provided for in the budget.

BE IT FURTHER RESOLVED that the following vacation schedule be adopted and incorporated into Section 10.4 of the May 2008 Employee Handbook on Personnel Policies and Procedures.

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 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

Adopted by the Coon Rapids City Council this 20th day of December 2011.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk



City Council Regular

26.

Meeting Date: 12/20/2011

Subject: Other Council Business: Overflow Parking at Ice Arena

From: Marc Nevinski, Community
Development Director

INTRODUCTION

At the November 15th Council meeting, the Mayor asked how the parking needs were determined for the new Coon Rapids Ice Center. He noted a recent event resulted in considerable overflow parking into the surrounding neighborhoods.

DISCUSSION

To answer the question, staff reviewed minutes from the June 2010 Planning Commission meeting where the ice arena site plan was considered. The parking ratio discussion included the following:

Parking is located on the south and east side of the building. The main parking area is located on the south side of the building, adjacent to the entrance to the arena. Overflow parking is available in the existing parking lot on the west side of the arena. Parking ratios for ice arenas in other communities ranged from one space for every three seats to one space for every five seats. The proposed parking ratio is one space for every 3.3 seats. The city code parking ratio for similar uses such as theaters, auditoriums, arenas and other places of assembly is 1 space for every three seats.

Minutes from July 6, 2010 the Council meeting were also reviewed and state:

The Commission discussed the number of parking spaces and the parking ratio. The 233 parking spaces equal a parking ratio of about 3.3 spaces per seat. A survey was conducted of other arenas the range was 3 spaces per seat to up to 5 spaces per seat. It was explained that over flow parking will be available on the west side of the arena in the existing parking lot and the over flow parking will be connected via sidewalk to the main entrance of the arena. Over flow parking will continue to be available when future phases of the community center are completed.

It appears that overflow parking was anticipated, and there was discussion about leaving the existing parking at Big Lots in place. However, during building demolition the condition of the parking lot was determined to be very poor and utilities that needed to be removed were underneath, leaving little existing asphalt to save.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision by addressing facility needs, managing costs, and considering environmental impacts.

RECOMMENDATION

There is only one similar sized event scheduled for the remainder of the season. Staff recommends managing parking for that event either on street or by preparing an area to the west side of the arena. Plans can then be made to install an interim overflow parking area in the summer of 2012, paying attention to cost and storm water run off.

