



Council Work Session - 6:15 p.m.

HRA Meeting - 6:50 p.m.

CITY COUNCIL AGENDA

Tuesday, January 17, 2012

7:00 p.m.

Coon Rapids City Center

Council Chambers

Open Mic/Public Comment

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Approval of Minutes of Previous Meetings

January 3, 2012, Work Session

January 3, 2012, Council Meeting

Consent Agenda

1. Authorize Final Payment for Project 11-1, Street Reconstruction
2. Authorize Final Payment for Project 11-8, Concrete Repairs
3. Authorize Final Payment for Project 10-12, Ice Arena, 5B Miscellaneous Steel
4. Authorize Final Payment for Project 10-12, Ice Arena, 13A Ice Refrigeration System
5. Accept Easement from Northtown Crossings, LLC for Public Street and Utilities, 9144 University Avenue
6. Cons. Resolution 12-24 Approving the State of Minnesota Joint Powers Agreement and Authorize Execution of BCA Joint Powers Agreement and Amendment to the CJDN Subscriber Agreement
7. Cons. Resolution No. 12-23 Accepting a Grant from the BCA for Installation of TCP3 at State Prosecution Agencies and Authorizing Execution of Joint Powers Agreement Formalizing the Award
8. Cons. Resolution 12-28 Approving Additional Appointments and Designations to City Commissions
9. Accept Resignation of Charter Commission Member Mary Caven

Reports on Previous Open Mic

10. Open Mic Report - Dale Koch, 2020 127th Avenue NW

11. Open Mic Report - Jerry Pierce, 12236 Partridge Street NW

New Business

12. Street Reconstruction on 9th Avenue--115th Avenue to Oakwood Drive, Project 12-6:

- A. Cons. Resolution Ordering a Public Hearing
- B. Cons. Resolution Declaring Cost to be Assessed
- C. Cons. Resolution Setting Date for Assessment Hearing

13. 2012 Street Reconstruction Program, Residential Streets, Project 12-1:

- A. Cons. Resolution Ordering Preparation of a Feasibility Report
- B. Cons. Resolution Ordering Preparation of Plans

14. 2012 Street Reconstruction Program--Collector Streets--Project 12-2:

- A. Cons. Resolution Ordering Preparation of Feasibility Report
- B. Cons. Resolution Ordering Preparation of Plans

15. 2012 Street Reconstruction Program--Collector Streets--Project 12-3:

- A. Cons. Resolution Ordering Preparation of Feasibility Report
- B. Cons. Resolution Ordering Preparation of Plans

16. Cons. Resolution Ordering Preparation of Feasibility Report for Street Reconstruction, 133rd Avenue West of Hanson Boulevard, Project 12-4

17. Cons. Resolution 12-26 Establishing Bunker Hills Golf Course Fees and Charges

18. Consider Second Amendment to The Harvest Grill Lease at Bunker Hills Golf Club

19. Cons. Resolution 12-27 Establishing the City Manager's 2012 Salary

20. Cons. Introduction of Ordinance Establishing a Stop Sign on Partridge Street at Quinn Street/121st Lane

Other Business

21. Adding Trees on the North Side of Main Street at Shenandoah Boulevard

22. Tobacco Shop Sign Removal and Banner

Adjourn



City Council Regular

Meeting Date: 01/17/2012

SUBJECT: Approval of Minutes from Previous Meeting(s)

Attachments

1-3-12 Work Session

1-3-12 Council Meeting

UNAPPROVED

COON RAPIDS CITY COUNCIL WORK SESSION OF JANUARY 3, 2012

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, January 3, 2012, at 6:20 p.m. in Conference Room #1 at Coon Rapids City Hall.

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

Members Absent: None

Staff Present: City Manager Matt Fulton, Community Development Director Marc Nevinski, City Clerk Cathy Sorensen

CALL TO ORDER

Mayor Howe called the work session to order at 6:20 p.m.

1. 2012 COUNCIL APPOINTMENTS

The City Council discussed the 2012 Council appointments.

OTHER BUSINESS

There was no other business.

ADJOURN

Mayor Howe adjourned the work session at 6:52 p.m.

Respectfully submitted,

Cathy Sorensen
City Clerk

UNAPPROVED

COON RAPIDS CITY COUNCIL MEETING MINUTES OF JANUARY 3, 2012

OPEN MIC/PUBLIC COMMENT

Dale Koch, 2020 127th Avenue, shared concerns about the condition of the yard at 1815 128th Avenue NW, about the need for a garage facility for police and other vehicles, about the remedy for a ponding situation at Bunker Hills Golf Club, lack of new jobs in the City, increased taxes, decreased home values, and lack of response to a potential business wishing to locate to the City.

Jerry Pierce, 12236 Partridge Street, inquired why CTN Studios did not announce, tape, or air Father Reiser's funeral. He asked who makes the decisions on what is aired and requested the Council amend the agenda in order to recognize Father Reiser's contributions and to offer a moment of silence.

CALL TO ORDER

The first regular meeting of the Coon Rapids City Council for the month of January was called to order by Mayor Tim Howe at 7:00 p.m. on Tuesday, January 3, 2012, in the Council Chambers.

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

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

Members Absent: None

ADOPT AGENDA

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

PROCLAMATIONS/PRESENTATIONS (COUNCIL BUSINESS)

1. DESIGNATING COUNCIL SECRETARY:
 - A. CONSIDER RESOLUTION 12-1 DESIGNATING TIMESAVER OFF SITE SECRETARIAL, INC. AS COUNCIL SECRETARY FOR 2012
 - B. APPROVE ADDENDUM TO RECORDING SECRETARY SERVICE

AGREEMENT

City Manager Fulton presented a memorandum explaining each year the Council enters into an agreement for recording secretarial services for meeting minutes.

In 1994, Council entered into an agreement with TimeSaver Off Site Secretarial, Inc. (TOSS) for recording and preparation of meeting minutes. This agreement has been extended annually.

TOSS has submitted the attached Addendum to the Recording Secretary Service Agreement for 2012. The fees reflect a zero percent increase over the 2011 rate.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-1 DESIGNATING TIMESAVER OFF SITE SECRETARIAL, INC. AS COUNCIL SECRETARY FOR 2012; AND APPROVE ADDENDUM TO RECORDING SECRETARY SERVICE AGREEMENT. THE MOTION PASSED UNANIMOUSLY.

2. COUNCIL RULES OF PROCEDURE:
 - A. CONSIDER RESOLUTION 12-2 ESTABLISHING COUNCIL RULES OF PROCEDURE
 - B. CONSIDER ADDENDUM TO RESOLUTION 12-2, DEFINITIONS AND EXPLANATIONS OF CITY COUNCIL ORDER OF BUSINESS
-

City Manager Fulton presented a memorandum requesting the Council adopt Rules of Procedure.

Council annually adopts Rules of Procedure setting forth the order of business for regular meetings, along with certain definitions and explanations. These documents have not been modified from last year's format.

Councilmember Schulte noted that in Resolution 12-2 the Council and staff may add, delete or change the meeting agenda items and requested staff reflect this change in the Resolution. In addition, the language should reflect that work session meetings are held based on the consensus of the Council and do not require an affirmative vote.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KOCH, TO ADOPT RESOLUTION NO. 12-2 ESTABLISHING COUNCIL RULES OF PROCEDURE; AND ADOPT THE ADDENDUM TO RESOLUTION 12-2, DEFINITIONS AND EXPLANATIONS OF CITY COUNCIL ORDER OF BUSINESS AS AMENDED. THE MOTION PASSED UNANIMOUSLY.

3. CONSIDER RESOLUTION 12-3 DESIGNATING THE *COON RAPIDS HERALD* AS THE OFFICIAL NEWSPAPER FOR 2012
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City Manager Fulton presented a memorandum requesting the Council designate the City's official legal newspaper.

The *Coon Rapids Herald* has submitted a proposal to serve as the City's legal newspaper for 2012. The *Herald* meets all requirements for this obligation.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION NO. 12-3, DESIGNATING THE *COON RAPIDS HERALD* AS THE OFFICIAL NEWSPAPER FOR 2012. THE MOTION PASSED UNANIMOUSLY.

4. **CONSIDER RESOLUTION 12-9 DESIGNATING DEPOSITORY AND INVESTMENT COLLATERAL MANAGEMENT PROCEDURES**

A memorandum was presented by Manager of Accounting/Treasurer Vouk stating Chapter 118A of the Minnesota Statutes sets forth the requirements for the deposit of public funds and the management of collateral.

State Statutes allow the City Council to authorize the treasurer or chief financial officer to designate depositories for City funds and to manage the collateral for those funds. The attached resolution designates Wells Fargo Bank Minnesota, N.A. as the official depository and authorizes the Manager of Accounting/Treasurer or Finance Director to designate additional depositories for investment purposes, approve wire transfer agreements with the depositories, and manage the collateral as prescribed by State Statute.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-9, DESIGNATING DEPOSITORY AND INVESTMENT COLLATERAL MANAGEMENT PROCEDURES. THE MOTION PASSED UNANIMOUSLY.

5. **COUNCIL APPOINTMENTS:**
- A. **CONSIDER RESOLUTION 12-4 APPOINTING CHIEF OF POLICE AND ONE OTHER VOTING MEMBER AND ALTERNATE TO THE ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL**
 - B. **CONSIDER RESOLUTION 12-5 APPOINTING A DELEGATE AND ALTERNATE TO THE ANOKA-HENNEPIN DISTRICT 11 COMMUNITY EDUCATION ADVISORY COUNCIL**
 - C. **CONSIDER RESOLUTION 12-6 APPOINTING A DELEGATE AND ALTERNATE TO METRO CITIES**
 - D. **CONSIDER RESOLUTION 12-7 APPOINTING A DELEGATE AND ALTERNATE TO THE LEAGUE OF MINNESOTA CITIES**
 - E. **CONSIDER RESOLUTION 12-8 APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE LOCAL GOVERNMENT INFORMATION SYSTEMS (LOGIS)**

- F. CONSIDER RESOLUTION 12-10 APPOINTING A REPRESENTATIVE, ALTERNATE AND TWO LODGING REPRESENTATIVES TO MINNESOTA METRO NORTH TOURISM (TWIN CITIES GATEWAY)
 - G. CONSIDER RESOLUTION 12-11 APPOINTING TWO MEMBERS AND ALTERNATE TO THE SCHWAN’S SUPER RINK JOINT BOARD
 - H. CONSIDER RESOLUTION 12-12 APPOINTING A REPRESENTATIVE AND ALTERNATE TO THE NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY
 - I. CONSIDER RESOLUTION 12-19 APPOINTING TWO REPRESENTATIVES AND ALTERNATE TO COON RAPIDS YOUTH FIRST
 - J. CONSIDER RESOLUTION 12-16 APPOINTING A REPRESENTATIVE TO THE NORTH METRO CROSSING COALITION
-

City Manager Fulton presented a memorandum to Council stating each year the Council makes appointments to certain organizations. Council is asked to make the 2012 appointments at this time.

Council is asked to appoint members to represent the City on several organizations. The following are the 2011 representatives:

| | |
|---|--|
| Anoka County Joint Law Enforcement Council | Scott Schulte; Former Chief Tim Snell; Bruce Sanders alternate |
| Anoka-Hennepin Community Ed. Advisory Council | Denise Klint; Melissa Larson alternate |
| Metro Cities | Joe Sidoti; Paul Johnson alternate |
| League of Minnesota Cities | Paul Johnson; Denise Klint alternate |
| Local Government Information Systems | Matt Fulton; Dave Sack |
| Minnesota Metro North Tourism (TC Gateway) | Joe Sidoti; Paul Johnson alternate; Andrea Andrajack-InnPlace Hotel; Roshan Bhakta-Holiday Inn Express |
| Schwan’s Super Rink Joint Board | Mayor Howe; Scott Schulte; Bruce Sanders alternate |
| Northstar Corridor Development Authority | Bruce Sanders; Tim Howe alternate |
| Coon Rapids Youth First | Mayor Howe; Ryan Gunderson; Sharon Legg alternate |
| North Metro Crossing Coalition | Bruce Sanders |

Mayor Howe noted these positions are filled by both staff and Council for the various committees around the metro area.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-4 APPOINTING POLICE CHIEF BRAD WISE AND COUNCILMEMBER SCOTT SCHULTE, WITH COUNCILMEMBER BRUCE SANDERS

AS ALTERNATE TO THE ANOKA COUNTY JOINT LAW ENFORCEMENT COUNCIL. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-5 APPOINTING COUNCILMEMBER DENISE KLINT AND COUNCILMEMBER MELISSA LARSON AS ALTERNATE TO THE ANOKA-HENNEPIN DISTRICT 11 COMMUNITY EDUCATION ADVISORY COUNCIL. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-6 APPOINTING COUNCILMEMBER PAUL JOHNSON AND COUNCILMEMBER JERRY KOCH AS ALTERNATE TO METRO CITIES. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION 12-7 APPOINTING COUNCILMEMBER PAUL JOHNSON AND COUNCILMEMBER DENISE KLINT AS ALTERNATE TO THE LEAGUE OF MINNESOTA CITIES. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-8 APPOINTING CITY MANAGER MATT FULTON AND IT MANAGER DAVE SACK AS ALTERNATE TO THE LOCAL GOVERNMENT INFORMATION SYSTEMS (LOGIS). THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte questioned if the City had three or four representatives on the Minnesota Metro North Tourism Committee. City Manager Fulton explained that the City had four representatives last year but would have only three representatives in 2012.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-10 APPOINTING COUNCILMEMBER JERRY KOCH AND CITY MANAGER MATT FULTON AS REPRESENTATIVES, WITH COUNCILMEMBER PAUL JOHNSON AS ALTERNATE, AND ROSHAN BKAHTAN AS LODGING REPRESENTATIVE TO MINNESOTA METRO NORTH TOURISM (TWIN CITIES GATEWAY). THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-11 APPOINTING MAYOR TIM HOWE AND COUNCILMEMBER SCOTT SCHULTE AND ALTERNATE COUNCILMEMBER BRUCE SANDERS TO THE SCHWAN'S SUPER RINK JOINT BOARD. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION NO. 12-12 APPOINTING COUNCILMEMBER BRUCE SANDERS

AND ALTERNATE MAYOR TIM HOWE TO THE NORTHSTAR CORRIDOR DEVELOPMENT AUTHORITY. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 12-19 APPOINTING MAYOR TIM HOWE AND RECREATION COORDINATOR RYAN GUNDERSON; AND FINANCE DIRECTOR SHARON LEGG AS ALTERNATE TO COON RAPIDS YOUTH FIRST. THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte questioned if an alternate had been suggested for the North Metro Crossing Coalition. Councilmember Sanders said he felt this would be in good order in case he was unable to attend a meeting.

Mayor Howe volunteered to serve as the alternate for this coalition.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-22 APPOINTING REPRESENTATIVE COUNCILMEMBER BRUCE SANDERS AND ALTERNATE MAYOR TIM HOWE TO THE NORTH METRO CROSSING COALITION. THE MOTION PASSED UNANIMOUSLY.

6. BOARD AND COMMISSION APPOINTMENTS:
 - A. CONSIDER RESOLUTION 12-16 RESOLUTION APPROVING THE REAPPOINTMENT OF TWO MEMBERS, APPOINTMENT OF ONE MEMBER, AND APPOINTMENT OF A CHAIR AND VICE CHAIR FOR 2012 TO THE ARTS COMMISSION
 - B. CONSIDER RESOLUTION 12-13 APPROVING THE REAPPOINTMENT OF ONE MEMBER AND APPOINTMENT OF A CHAIR FOR 2012 TO THE BOARD OF ADJUSTMENT AND APPEALS
 - C. CONSIDER RESOLUTION 12-14 APPROVING THE REAPPOINTMENT OF ONE MEMBER AND APPOINTMENT OF A CHAIR FOR 2012 TO THE POLICE AND FIREFIGHTER'S CIVIL SERVICE COMMISSION
 - D. CONSIDER RESOLUTION 12-17 APPROVING THE REAPPOINTMENT OF TWO MEMBERS AND APPOINTING A CHAIR AND VICE CHAIR FOR THE 2012 TO THE HISTORICAL COMMISSION
 - E. CONSIDER RESOLUTION 12-15 APPROVING THE REAPPOINTMENT OF TWO MEMBERS AND APPOINTMENT OF ONE MEMBER TO THE PLANNING COMMISSION
 - F. CONSIDER RESOLUTION 12-18 APPROVING THE REAPPOINTMENT OF TWO MEMBERS AND APPOINT A CHAIR FOR 2012 TO THE SAFETY COMMISSION
 - G. CONSIDER RESOLUTION 12-20 APPROVING THE REAPPOINTMENT OF ONE MEMBER AND APPOINTMENT OF A CHAIR FOR 2012 FOR THE SUSTAINABILITY COMMISSION
-

City Manager Fulton presented a memorandum requesting the Council approve the annual appointments of members to the City's Board and Commissions.

Each year the Council approves annual appointments to the City's Boards and Commissions. The following appointments and Chair and Vice Chair designations for each Commission are as follows:

Arts Commission

- Three terms expired on this Commission December 31, 2011: Nicole Infinity, Mary Ann Kehn, and John Kocon. The Commission recommends the reappointment of Ms. Kehn and Mr. Kocon with terms to expire December 31, 2012. The Commission also recommends the appointment of Patty Sathre with a term to expire December 31, 2014. In addition, the Commission recommends the reappointment of Mary Ann Kehn as Chair and Charlie Pitts as Vice Chair. After these appointments, five vacancies will exist on this Commission.

Board of Adjustment and Appeals

- One term expired on this Board on December 31, 2011: Gary Wessling. Mr. Wessling is seeking reappointment with a term to expire December 31, 2014. In addition, the Board recommends Gary Wessling be reappointed as Chair. After these appointments there will be no vacancies on the Board.

Police and Firefighter's Civil Service Commission

- Bob Thistle's term expired on this Commission on December 31, 2011, and he is seeking reappointment with a term to expire December 31, 2014. Per State Statute, the Commissioner with the expiring term for that year is appointed Chair, who for 2012 will be Al Hofstedt. After this appointment there will be no vacancies on the Board.

Historical Commission

- Three terms expired on this Commission on December 31, 2011: Tracy Ekberg, James Marsolais, and Betty Wilbur. The Commission recommends the reappointment of Ms. Ekberg and Mr. Marsolais with terms to expire December 31, 2014. In addition, the Board recommends that Bob Powell be appointed Chair and Mr. Marsolais as Vice Chair for 2012. After these appointments there will be three vacancies on this Commission.

Parks and Recreation Commission

- There are no expiring terms on this Commission for 2011, and although it wasn't formally discussed at their last meeting staff believes the Commission will likely recommend reappointment of Mr. Arntson as Chair. There are no current vacancies on this Commission.

Planning Commission

- Three terms expired on this Commission on December 31, 2011; Jennifer Geisler, Jonathan Lipinski, and Margaret Murphy. The Council interviewed potential applicants during a work session on December 13 and reached consensus to reappoint Ms. Geisler and Mr. Lipinski, as

well as appoint Zachary Stephenson, all with terms expiring December 31, 2014. After these appointments no vacancies will exist on this Commission.

Safety Commission

- Four terms expired on this Commission on December 31, 2011: Wayne Baumgart, Bob Johnson, Maurice McKee, and Rita Waxon. The Commission recommends the reappointment of all Commissioners with terms to expire December 31, 2014. In addition, at their next meeting the Commission will likely recommend the appointment of Bob Johnson as Chair. After these appointments there will be no vacancies on the Board.

Sustainability Commission

- Three terms expired on this Commission on December 31, 2011: Chris Backes, Mark Broderick, and Jo Ellen Christiansen. Mr. Backes is seeking reappointment, with a term to expire December 31, 2014. In addition, the Commission recommends the appointment of Stacey Demmer as Chair for 2012. After these appointments there will be two vacancies on the Board.

Recommendations for appointments to the Charter Commission will occur in March.

Councilmember Schulte encouraged the public to get involved in City government as the City currently had five vacancies on the Arts Commissions. He noted those interested could contact City Hall if interested.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-16 RESOLUTION APPROVING THE REAPPOINTMENT OF MARY ANN KEHN AND JOHN KOCON WITH TERMS TO EXPIRE DECEMBER 31, 2014; APPOINTMENT OF PATTY SATHRE WITH TERM TO EXPIRE DECEMBER 31, 2014, AND APPOINTMENT OF CHAIR MARY ANN KEHN AND VICE CHAIR CHARLIE PITTS FOR 2012 TO THE ARTS COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION NO. 12-13 APPROVING THE REAPPOINTMENT OF GARY WESSLING FOR 2012 TO THE BOARD OF ADJUSTMENT AND APPEALS. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 12-14 APPROVING THE REAPPOINTMENT OF BOB THISTLE AND APPOINTMENT OF CHAIR AL HOFSTEDT FOR 2012 TO THE POLICE AND FIREFIGHTER'S CIVIL SERVICE COMMISSION. THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte encouraged residents interested in history to volunteer for the Historical Commission as it currently had three vacancies.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 12-17 APPROVING THE REAPPOINTMENT OF TRACY EKBERG AND JAMES MARSOLAIS; AND APPOINTING CHAIR BOB POWELL AND VICE CHAIR JAMES MARSOLAIS FOR 2012 TO THE HISTORICAL COMMISSION. THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte thanked Planning Commissioner Margaret Murphy for her many years of service and dedication to the City on the Planning Commission.

Mayor Howe agreed, thanking Ms. Murphy for her service to the City.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-15 APPROVING THE REAPPOINTMENT OF JENNIFER GEISLER AND JONATHAN LIPINSKI; AND APPOINTMENT OF ZACHARY STEPHENSON; AND APPOINTING CHAIR DONNA NAEVE TO THE PLANNING COMMISSION. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-18 APPROVING THE REAPPOINTMENT OF WAYNE BAUMGART, BOB JOHNSON, MAURICE MCKEE, AND RITA WAXON FOR 2012 TO THE SAFETY COMMISSION. THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte indicated the Sustainability Commission had several vacancies and encouraged the public to become involved in this group.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KOCH, TO ADOPT RESOLUTION NO. 12-20 APPROVING THE REAPPOINTMENT OF CHRIS BACKES AND APPOINTMENT OF CHAIR STACEE DEMMER FOR 2012 FOR THE SUSTAINABILITY COMMISSION. THE MOTION PASSED UNANIMOUSLY.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

DECEMBER 6, 2011, COUNCIL MEETING
DECEMBER 13, 2011, WORK SESSION
DECEMBER 20, 2011, COUNCIL MEETING
DECEMBER 20, 2011, WORK SESSION

Councilmember Schulte requested the Council or Park Board discuss adding plaques to the benches built by the Boy Scouts.

Mayor Howe felt this should be discussed by the Park Board.

Councilmember Koch requested a change to his comments on Page 8 & 9 to show that he was in

favor of postponing the item to allow the “business owners” time to review the technology options available, and not staff.

Councilmember Koch asked that a change also be made on Page 9, removing the statement, “the Council did not have the right to regulate this issue”; and replace it with, “it was not the Council’s job to level the playing field”.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2011, COUNCIL MEETING, AS AMENDED. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER KLINT, SECONDED BY COUNCILMEMBER SCHULTE, FOR APPROVAL OF THE MINUTES OF THE DECEMBER 13, 2011, WORK SESSION MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE DECEMBER 20, 2011, COUNCIL MEETING. THE MOTION PASSED (COUNCILMEMBER LARSON ABSTAINED).

Councilmember Schulte noted that on Page 2, third paragraph, the second sentence, needed further clarification as the words were out of order.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE DECEMBER 20, 2011, WORK SESSION MEETING, AS AMENDED. THE MOTION PASSED (COUNCILMEMBER LARSON ABSTAINED).

CONSENT AGENDA/INFORMATIONAL BUSINESS

7. AUTHORIZE FINAL PAYMENT, PROJECT 11-11, BITUMINOUS PATCHING – LARGE AREAS
 8. AUTHORIZE FINAL PAYMENT, PROJECT 11-2, 121ST AVENUE AND SHENANDOAH BOULEVARD STREET RECONSTRUCTION
 9. AUTHORIZE FINAL PAYMENT, PROJECT 11-3 & 11-16, XEON STREET AND 121ST AVENUE STREET RECONSTRUCTION
 10. AUTHORIZE FINAL PAYMENT, PROJECT 11-1A, STREET RECONSTRUCTION
 11. AUTHORIZE FINAL PAYMENT, PROJECT 11-10, BITUMINOUS PATCHING – SMALL AREAS
 12. AUTHORIZE FINAL PAYMENT, PROJECT 11-9, EMERGENCY CONCRETE REPAIRS
 13. APPROVE CLASS A ON-SALE AND SUNDAY LIQUOR LICENSE TO AZAR LLC D.B.A. LA CASITA, 8955 SPRINGBROOK DRIVE
 14. APPROVE 2012 AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM
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MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

15. OPEN MIC REPORT – DONNA NAEVE, 525-127TH LANE NW, RE: LACK OF DIRECTIONAL DETOUR SIGNAGE FOR MAIN STREET RECONSTRUCTION PROJECT

Mayor Howe presented a memorandum from staff to Council stating Donna Naeve, 535-127th Lane, appeared at Open Mic regarding the lack of directional detour signage for Main Street reconstruction project.

Donna Naeve expressed concern regarding the lack of directional detour signage for Main Street reconstruction project. Staff will contact Anoka County about the possibility of increased detour signage during this project.

NEW BUSINESS

16. CONSIDER RESOLUTION 12-25 MISCELLANEOUS ASSESSMENT, DECLARING COST TO BE ASSESSED, ORDERING PREPARATION OF PROPOSED ASSESSMENT ROLL AND ORDERING PUBLIC HEARING FOR FEBRUARY 8, 2012

Finance Director Legg presented a memorandum to Council stating a date for a public hearing should be set to consider miscellaneous assessments to be certified to the County for collection with the 2013 property taxes.

The City Council must set a public hearing as required by State Statutes. At that hearing, the City Council may refer appellants to the Board of Adjustment and Appeals. The Board of Adjustment and Appeals will then give their recommendation.

The Board of Adjustment and Appeals is expected to conduct this hearing on March 1 and make a recommendation to the City Council at the March 20 Council meeting. Staff will incorporate the process in the required mailing to the property owner.

These assessments include services provided to taxpayers, in most cases code enforcement violations. The terms of repayment are determined by the amount being assessed. The proposed assessments are categorized by the number of years to be assessed and the interest rate recommended.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-25 MISCELLANEOUS ASSESSMENT DECLARING THE COST TO BE ASSESSED, ORDERING PREPARATION OF THE PROPOSED ASSESSMENT ROLL AND ORDERING THE PUBLIC HEARING FOR FEBRUARY 8, 2012 ON THE PROPOSED ASSESSMENT ROLL. THE MOTION PASSED UNANIMOUSLY.

17. APPROVE SPECIFICATIONS FOR WATER TREATMENT CHEMICALS AND ORDER ADVERTISEMENT FOR BIDS

Finance Director Legg presented a memorandum to Council stating Staff is requesting approval of specifications and the advertisement for bids for the purchase of water treatment chemicals.

The contract for water treatment chemicals expired on December 31, 2011. Specifications have been prepared for a new contract and are available for review in the Purchasing Division. Bids will be due on January 27, 2012 and staff anticipates a new contract will be in place by the beginning of February, 2012.

Mayor Howe questioned why the City was using more chemicals if the City's overall water usage was decreasing. Finance Director Legg indicated the expense was for more than water chemicals.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO APPROVE THE SPECIFICATIONS FOR WATER TREATMENT CHEMICALS AND ORDER THE ADVERTISEMENT FOR BIDS. THE MOTION PASSED UNANIMOUSLY.

OTHER BUSINESS

Councilmember Schulte recognized Father Reiser with Epiphany Church and thanked him for his dedication to the City. He noted Father Reiser taught him a great deal and stated his passing was a great loss to the community.

Councilmember Klint noted the passing of Father Reiser was a great loss to the City, which was evident at his funeral. Father Reiser did a lot for the City of Coon Rapids.

Mayor Howe indicated he was not a member of Epiphany Church but was impressed by Father Reiser and the life he lived in the community. He reflected on several fond memories he had of Father Reiser.

Councilmember Koch commented Father Reiser was larger than life, larger than the City of Coon Rapids. He would be dearly missed by all. He encouraged the Council to find a way to honor his dedication to the City.

Mayor Howe reviewed Snowflake Days was quickly approaching and challenged the public to attend the Mayor's Cup event at the golf simulators at Bunker Hills. He indicated many other great events would be held during Snowflake Days and further information would follow.

Councilmember Sanders indicated a little over a year ago the City of Coon Rapids joined the Beyond the Yellow Ribbon coalition to assist military families. He encouraged the City to expand their network and efforts to keep these families afloat while their loved ones are deployed. He stated he was always available for inquiries regarding this program.

Mayor Howe questioned when the Council wanted to hold the Local Board of Appeal and Equalization meeting.

Councilmember Johnson asked if this meeting could be held prior to a Council meeting and could possibly include some work session topics as well if time allowed. Finance Director Legg indicated this meeting could take some time and recommended the meeting be held on a separate night.

Mayor Howe suggested the meeting be held on April 10th. The Council was in agreement with this recommendation.

Mayor Howe indicated the pond at Shenandoah on the north side of Main Street was in poor condition. He requested Staff follow up with the County to see what their plans are for this site.

Councilmember Schulte stated the construction site at 111th and Coon Rapids Boulevard was an eyesore. He spoke to Staff about this area and noted the fence would remain until construction was completed. He requested the banner and sign be removed.

ADJOURN

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADJOURN THE MEETING AT 7:51 P.M. THE MOTION PASSED UNANIMOUSLY.

Tim Howe, Mayor

ATTEST:

Cathy Sorensen, City Clerk



City Council Regular

1.

Meeting Date: 01/17/2012

Subject: Authorize Final Payment for Project 11-1, Street Reconstruction

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to North Valley, Inc. in the amount of \$112,941.88 for Project 11-1.

DISCUSSION

A summary of Project 11-1 is as follows:

| | |
|-----------------------------|----------|
| Contract completion date | 09/02/11 |
| Substantial completion date | 08/10/11 |
| Final completion date | 09/08/11 |

| | |
|---------------------------------|----------------|
| Contract amount | \$1,060,863.86 |
| Total additions/deductions | 0.00 |
| Final contract amount | 1,060,863.86 |
| Actual project cost | 1,144,280.00 |
| Less: previous payments by City | (1,031,338.12) |
| Amount due | \$112,941.88 |
| Amount over final contract | \$83,416.14 |

The actual project costs were more than the final contract amount due to more concrete replacement needed than what had been originally estimated.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the 2030 Strategic Vision. The City has an efficient and well maintained system of roads, sidewalks, and trails supported by a comprehensive and connected mass transportation system.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the final payment to North Valley, Inc. in the amount of \$112,941.88 for Project 11-1.



City Council Regular

2.

Meeting Date: 01/17/2012

Subject: Authorize Final Payment for Project 11-8, Concrete Repairs

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to Create Construction LLC in the amount of \$1,828.86 for Project 11-8.

DISCUSSION

A summary of Project 11-8 is as follows:

| | |
|-----------------------------|----------|
| Contract completion date | 11/30/11 |
| Substantial completion date | 10/10/11 |
| Final completion date | 10/10/11 |

| | |
|---------------------------------|---------------|
| Contract amount | \$99,695.50 |
| Total additions/deductions | 0.00 |
| Final contract amount | 99,695.50 |
| Actual project cost | 28,654.03 |
| Less: previous payments by City | (26,825.17) |
| Amount due | \$1,828.86 |
| Amount under final contract | (\$71,041.47) |

The actual project costs were less than the final contract amount due to less concrete repairs needed than originally estimated.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the 2030 Strategic Vision. The City has an efficient and well maintained system of roads, sidewalks, and trails supported by a comprehensive and connected mass transportation system.

RECOMMENDATION

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the final payment to Create Construction LLC in the amount of \$1,828.86 for Project 11-8.



City Council Regular

3.

Meeting Date: 01/17/2012

Subject: Authorize Final Payment for Project 10-12, Ice Arena, 5B Miscellaneous Steel

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting
Technician

INTRODUCTION

The City Engineer has recommended final payment to Linco Fab, Inc. in the amount of \$3,776.75 for Project 10-12, 5B Miscellaneous Steel, Coon Rapids Ice Arena.

DISCUSSION

A summary of Project 10-12, 5B Miscellaneous Steel is as follows:

| | |
|-----------------------------|---------|
| Contract completion date | 6/22/11 |
| Substantial completion date | 6/22/11 |
| Final completion date | 12/7/11 |

| | |
|---------------------------------|---------------|
| Contract amount | \$67,515.00 |
| Total additions | 8,020.00 |
| Final contract amount | 75,535.00 |
| Actual project cost | 75,535.00 |
| Less: previous payments by City | (\$71,758.25) |
| Amount due | \$3,776.75 |
| Amount over final contract | \$0.00 |

The addition to this project was for providing a mechanical catwalk, shipsladder and bench at canopy area.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the 2030 Strategic Vision. The City of 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 change order and of final payment to Linco Fab, Inc. in the amount of \$3,776.75 for Project 10-12, 5B Miscellaneous Steel.



City Council Regular

4.

Meeting Date: 01/17/2012

Subject: Authorize Final Payment for Project 10-12, Ice Arena, 13A Ice Refrigeration System

Submitted For: Sharon Legg, Finance Director

From: Dianne Nelson, Advanced Accounting Technician

INTRODUCTION

The City Engineer has recommended final payment to Rink-Tec International, Inc. in the amount of \$64,171.00 for Project 10-12, 13A Ice Refrigeration System, Coon Rapids Ice Arena.

DISCUSSION

A summary of Project 10-12, 13A Ice Refrigeration System is as follows:

| | |
|-----------------------------|----------|
| Contract completion date | 06/22/11 |
| Substantial completion date | 06/22/11 |
| Final completion date | 11/16/11 |

| | |
|---------------------------------|----------------|
| Contract amount | \$1,240,000.00 |
| Total additions | 6,446.00 |
| Final contract amount | \$1,246,446.00 |
| Actual project cost | 1,246,446.00 |
| Less: previous payments by City | \$1,182,275.00 |
| Amount due | \$64,171.00 |
| Amount over final contract | \$0.00 |

The additions to this project were for providing a vapor barrier under the outdoor rink and installing insulation on the expansion tank.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the 2030 Strategic Vision. The City of 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 change orders and of final payment to Rink-Tec International, Inc. in the amount of \$64,171.00 for Project 10-12, 13A Ice Refrigeration System.



City Council Regular

5.

Meeting Date: 01/17/2012

Subject: Accept Easement - Northtown Crossings, LLC; Project 03-7

Submitted For: Stoney Hiljus, City Attorney

From: MariBeth Parks, Administrative
Secretary III

INTRODUCTION

Council is asked to accept an easement from Northtown Crossings, LLC for public street and utility purposes over their property located at 9144 University Avenue NW.

DISCUSSION

Several years ago Northtown Crossings, LLC (then Springbrook Townhomes, LLC) petitioned for a project consisting of construction of sanitary sewer, watermain, storm drain and street (91st Avenue) to service the Springbrook Townhomes. The work was completed and, after repeated requests for the easement, the City has now obtained the easement from Northtown Crossings, LLC at no cost to the City.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Transportation section of the 2030 Strategic Vision in the following way:

by ensuring adequate access to the City's infrastructure for maintenance and repair.

RECOMMENDATION

Accept easement from Northtown Crossings, LLC for public street and utilities over a portion of their property at 9144 University Avenue.

Attachments

Easement

Map

EASEMENT AGREEMENT

(03-7-1)

THIS INDENTURE, Made this _____ day of _____, between NORTHTOWN CROSSINGS, LLC, a limited liability company existing under the laws of the State of Minnesota, formerly known as, SPRINGBROOK TOWNHOMES, LLC herein referred to as the "Landowner," and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

WITNESSETH:

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

Underlying Property Description:

The North 452 feet of the South 602 feet of the Northeast Quarter of the Northeast Quarter of Section 36, Township 31, Range 24 lying Northeasterly of Trunk Highway Number 10. Except road. Subject to easements of record.

Easement Description:

A permanent easement for street and utility purposes over, under and across the Underlying Property. Said permanent easement is that part of said Underlying Property which lies within the circumference of a circle having a radius of 50.00 feet. The center point of said circle is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West a distance of 331.82 feet; thence North 0 degrees, 02 minutes, 21 seconds East a distance of 20.00 feet to said center point.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West a distance of 331.82 feet; thence North 0 degrees, 02 minutes, 21 seconds East a distance of 20.00; thence North 65 degrees West a distance of 50.00 feet to the point of beginning of the centerline to be described; thence continuing North 65 degrees West a distance of 29.45 feet to a point hereinafter referred to as Point A; thence continuing North 65 degrees West a distance of 16.74 feet; thence North 11 degrees, 37 minutes, 37 seconds West a distance of 292.44 feet to a point hereinafter referred to as Point B; thence South 86 degrees, 53 minutes, 57 seconds East a distance of 118.30 feet; thence South 89 degrees, 57 minutes, 43 seconds East a distance of 85.67 feet to a point hereinafter referred to as Point C; thence continuing South 89 degrees, 57 minutes, 43 seconds East a distance of 95.26 feet; thence North 86 degrees, 54 minutes, 24 seconds East a distance of 5.26 feet to a point hereinafter referred to as Point D; thence South 1 degree, 18 minutes, 14 seconds West a distance of 258.85 feet; thence South 13 degrees, 39 minutes, 35 seconds East a distance of 25.46 feet to a point hereinafter referred to as Point E; thence continuing South 13 degrees, 39 minutes, 35 seconds East a distance of 2.52 feet to the North line of the South 55.00 feet of said Underlying Property and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point A; thence North 25 degrees East a distance of 27.67 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point B; thence North 86 degrees, 53 minutes, 57 seconds West a distance of 3.99 feet; thence North 89 degrees, 55 minutes, 06 seconds West a distance of 92.62 feet to a point hereinafter referred to as Point F; thence continuing North 89 degrees, 55 minutes, 06 seconds West a distance of 10.00 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point C; thence South 0 degrees, 02 minutes, 17 seconds West a distance of 27.68 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 30.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point D; thence North 86 degrees, 54 minutes, 28 seconds East a distance of 55.20 feet; thence North 89 degrees, 57 minutes, 43 seconds East a distance of 36.77 feet to a point hereinafter referred to as Point G, thence continuing North 89 degrees, 57 minutes, 43 seconds East a distance of 10.00 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point E; thence North 76 degrees, 20 minutes, 25 seconds East a distance of 21.49 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point F; thence North 0 degrees, 04 minutes, 54 seconds East a distance of 21.05 feet and said centerline there terminating.

Together with a permanent easement for utility purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point G; thence North 0 degrees, 02 minutes, 17 seconds East a distance of 24.35 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 1 degree, 18 minutes, 14 seconds East, along the East line of said Underlying Property, a distance of 343.21 feet; thence North 88 degrees, 41 minutes, 46 seconds West a distance of 83.36 feet to the point of beginning of the centerline to be described; thence South 14 degrees, 40 minutes, 39 seconds East a distance of 69.84 feet to a point hereinafter referred to as Point H and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at said Point H; thence South 4 degrees, 15 minutes, 40 seconds East a distance of 68.59 feet to the point of beginning of the centerline to be described: thence North 88 degrees, 41 minutes, 46 seconds West a distance of 111.71 feet; thence South 47 degrees, 08 minutes, 55 seconds West a distance of 31.41 feet; thence North 88 degrees, 41 minutes, 46 seconds West a distance of 122.92 feet to a point hereinafter referred to as Point I and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at said Point I; thence North 15 degrees, 50 minutes, 19 seconds West a distance of 18.38 feet to the point of beginning of the centerline to be described; thence South 78 degrees, 22 minutes, 23 seconds West a distance of 120.91 feet; thence South 59 degrees, 0 minutes, 34 seconds West a distance of 24.08 feet; thence North 11 degrees, 23 minutes, 31 seconds West a distance of 164.88 feet; thence North 89 degrees, 55 minutes, 06 seconds West a distance of 101.04 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Commencing at the Southwest corner of said Underlying Property; thence South 89 degrees, 57 minutes, 39 seconds East, along the South line of said Underlying Property; a distance of 165.03 feet to the point of beginning of the centerline to be described; thence North 33 degrees, 45 minutes, 02 seconds West a distance of 47.77 feet to a point hereinafter referred to as Point J; thence North 21 degrees, 22 minutes, 31 seconds East a distance of 22.44 feet; thence North 69 degrees, 21 minutes, 03 seconds East a distance of 88.98 feet and said centerline there terminating.

Together with a permanent easement for storm drainage purposes over, under and across said Underlying Property. Said permanent easement is a 20.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at said Point J; thence South 74 degrees, 52 minutes, 42 seconds West a distance of 51.52 feet and said centerline there terminating.

Together with a permanent easement for storm water ponding purposes over, under and across said Underlying Property. Said permanent easement is described as follows:

Commencing at the Southeast corner of said Underlying Property; thence North 89 degrees, 57 minutes, 39 seconds West, along the South line of said Underlying Property, a distance of 287.74 feet; thence North 1 degree, 18 minutes, 14 seconds East a distance of 82.32 feet to the point of beginning of the land to be described; thence continuing North 1 degree, 18 minutes, 14 seconds East a distance of 99.91 feet; thence North 13 degrees, 04 minutes, 48 seconds West a distance of 57.71 feet; thence South 86 degrees, 16 minutes, 44 seconds West a distance of 30.29 feet; thence South 26 degrees, 14 minutes, 07 seconds West a distance of 47.75 feet; thence South 11 degrees, 37 minutes, 37 seconds East a distance of 100.76 feet; thence South 63 degrees, 20 minutes, 33 seconds East a distance of 27.21 feet; thence South 88 degrees, 41 minutes, 46 seconds East a distance of 17.50 feet to the point of beginning.

Further, the right is hereby granted to the Grantee to remove or otherwise dispose of all earth or other natural materials excavated from said easement and right-of-way as the Grantee may deem fit and to remove trees, brush, undergrowth and other obstructions interfering with the location, construction and maintenance of the public street and utilities.

EXEMPT FROM STATE DEED TAX

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

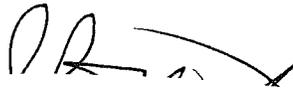
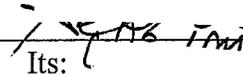
The City agrees to indemnify and hold the landowner and its successors and assigns harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City. No structures, obstructions or fences shall be allowed in the easement area unless prior written approval is granted by the City.

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

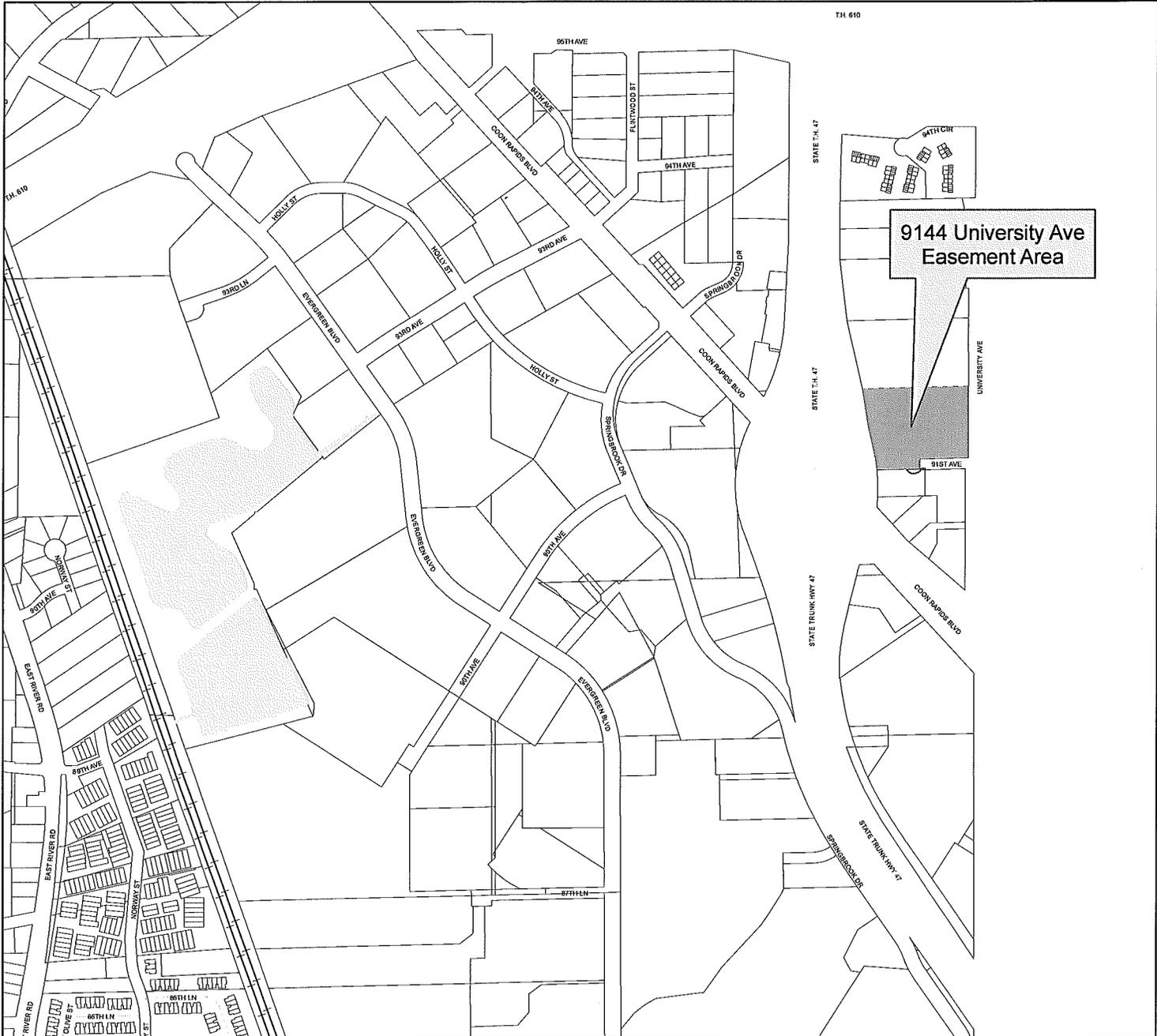
The said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

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

NORTHTOWN CROSSINGS, LLC,
f/k/a SPRINGBROOK TOWNHOMES, LLC

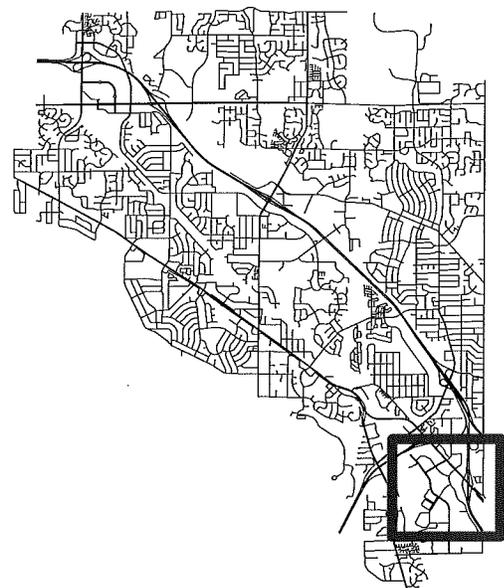
By: 
Its:  _____
U

[Signatures continue on following page]



COON RAPIDS

Minnesota





City Council Regular

6.

Meeting Date: 01/17/2012

Subject: Approve Resolution and Joint Powers Agreement - Access to BCA Data

From: Stoney Hiljus, City Attorney

INTRODUCTION

The City Council is asked to approve a joint powers agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension (BCA) that grants the City electronic access to the BCA's criminal justice data network and other network systems for five years.

DISCUSSION

The City Attorney's Office has been using the BCA e-charging process since August of 2011 to charge criminal complaints. Since that time the City has charged more complaints by e-charging than any other prosecuting agency. The State of Minnesota is now requesting that the City enter into an amendment to the criminal justice data network (CJDN) subscriber agreement and approve a joint powers agreement authorizing the use of e-charging by the City. The amended agreement sets the standards and policies the City must follow in order to access the BCA's e-charging system.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Public Safety and Excellence in Government** sections of the 2030 Strategic Vision in the following way:

The City's use of the e-charging system creates efficiencies in the City's public safety process and in the overall criminal justice system by reducing staff time spent processing criminal complaints and by eliminating paper routing of criminal complaints.

RECOMMENDATION

1. Adopt Resolution 12-24 approving the State of Minnesota Joint Powers Agreement for CJDN access and approving the Court Data Services Subscriber Amendment.
2. Authorize the Mayor and City Manager to execute the BCA Joint Powers Agreement and Amendment to the CJDN Subscriber Agreement.

Attachments

Resolution 12-24

BCA Joint Powers

CJDN Amendment

RESOLUTION NO. 12-24

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF COON RAPIDS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Coon Rapids on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Coon Rapids on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Coon Rapids Police Chief, Brad Wise, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Captain Cary Parks is appointed as the Authorized Representative's designee.

3. That the Coon Rapids City Attorney, Stoney Hiljus, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant City Attorney Doug Johnson is appointed as the Authorized Representative's designee.

4. That Tim Howe, the Mayor for the City of Coon Rapids, and Matthew S. Fulton, the City Manager, are authorized to sign the State of Minnesota Joint Powers Agreements.

[Signatures on following page]

Adopted by the Coon Rapids City Council this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Coon Rapids on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at www.dps.state.mn.us/cjdn/.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Cathy Sorensen, City Clerk, 11155 Robinson Drive, Coon Rapids, MN 55433, 763-755-2880, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract number _____

2. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Coon Rapids on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 39121, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No.

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

5. COURTS
Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____



City Council Regular

7.

Meeting Date: 01/17/2012

Subject: Accept Grant from the Minnesota Bureau of Criminal Apprehension

From: Douglas Johnson, Assistant City Attorney

INTRODUCTION

Council is asked to accept a grant from the Minnesota Bureau of Criminal Apprehension (BCA) and authorize execution of a Joint Powers Agreement to be eligible for reimbursement to install The Compleat Prosecutor Version 3.0 (TCP3) software in up to four prosecution agencies in the state.

DISCUSSION

The City Attorney's Office has upgraded its in-house prosecution software to allow among other things the charging of defendants by electronic formal complaint. Council will recall approving a grant from the BCA in August of 2010 to build software to allow transmission of electronic charging documents to the state court case information system (MNCIS). Other prosecution agencies wish to participate in eCharging using the software. As part of making that software available to these agencies, the BCA is authorizing up to \$8,000 reimbursement to the City for installing the software for these prosecuting agencies. The City will charge these agencies an additional technical fee (to be determined) to be trained in the use of TCP3. Once the software is installed for these prosecution agencies, other prosecuting agencies throughout the state may also be interested in the software. The City Attorney's Office plans to use monies collected from these agencies to upgrade and maintain TCP software.

The City Attorney's Office has been using TCP to eCharge complaints since August of this year. Coon Rapids is currently the largest eCharging agency in the state by volume of echarged complaints. Council is aware from past memos the great efficiency eCharging brings to cities that use it. Police agencies around the state are eager to embrace the technology. We are pleased to be able to provide this capability to our fellow prosecution agencies at a low cost.

More information about TCP3 is available at the website,
<http://prosecution.ci.coon-rapids.mn.us/TCPGroup/TCPGroup.aspx>.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Public Safety and Excellence in Government** sections of the 2030 Strategic Vision by providing an advanced technology that efficiently charges and manages criminal complaints to prosecutors in a very cost-effective manner, and providing a funding mechanism for updates and future versions of the software.

RECOMMENDATION

Adopt Resolution No. 12-23 accepting a grant from the BCA to be used for installation of TCP3 at state prosecution agencies and authorizing the Mayor and City Manager to execute a Joint Powers Agreement formalizing the award.

Attachments

Resolution

Joint Powers Agreement

RESOLUTION NO. 12-23

A RESOLUTION TO ACCEPT THE GRANT OF MONIES TO BE USED TOWARD REIMBURSEMENT TO INSTALL “THE COMPLEAT PROSECUTOR VERSION 3.0” (TCP3) SOFTWARE IN UP TO FOUR PROSECUTION AGENCIES WITHIN THE STATE OF MINNESOTA AND AUTHORIZING APPROVAL OF JOINT POWERS AGREEMENT BETWEEN THE CITY AND THE MINNESOTA BUREAU OF CRIMINAL APPREHENSION

WHEREAS, the Minnesota Bureau of Criminal Apprehension (“BCA”) has awarded the City of Coon Rapids a grant of up to \$8,000 as reimbursement for installation of “The Compleat Prosecutor Version 3.0” software program in up to four prosecution agencies within the State of Minnesota; and

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

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

WHEREAS, the City Council finds that it is in the best interest of the City and its citizens to authorize the reallocation of funds for the receipt and use of the grant; and

WHEREAS, the parties wish to formalize the awarding of the grant in a Joint Powers Agreement.

NOW THEREFORE BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that a grant in the amount of \$8,000 from the BCA to be used toward reimbursement to install “The Compleat Prosecutor Version 3.0” software in up to four prosecution agencies within the State of Minnesota is hereby accepted.

BE IT FURTHER RESOLVED that the 2012 Law Enforcement Programs Fund budget is amended to include \$8,000 for intergovernmental revenue and an increase in other charges and services expenditures of \$8,000; and

BE IT FURTHER RESOLVED that the City Council authorizes the Mayor and City Manager to execute the Joint Powers Agreement on behalf of the City; and

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to BCA for its generosity.

Adopted by the Coon Rapids City Council this 17th day of January, 2012

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension (BCA) ("State") and City of Coon Rapids, City Attorney's Office ("Governmental Unit").

Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of the Coon Rapids City Attorney's Office to provide up to four attorney office deployments and upgrades to support eCharging deployment.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 9, 2012 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 29, 2012 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Agreement between the Parties

The Coon Rapids City Attorney's case management system is a contributing component of the BCA's criminal justice information integration. The purpose of this agreement is to support eCharging deployments in up to four additional city attorney offices during the term of this agreement.

Any city attorney deployments will be agreed upon in writing by both parties prior to any eCharging deployment scheduling and only these agreed upon deployments will be reimbursed as part of this agreement.

3 Payment

BCA will reimburse the City of Coon Rapids for installation or upgrades in city attorney offices agreed to in writing by both parties prior to work being completed. Payment to the City of Coon Rapids will be approved after BCA has completed the eCharging deployment and the city attorney's office is using the eCharging Complaints module in production.

The State will pay the Governmental Unit \$2,000.00 for each completed deployment. An eCharging deployment will be considered completed when a complaint submitted to eCharging at the deploying agency has been successfully signed and moved through the workflow to law enforcement.

The total obligation of the State under this agreement will not exceed \$8,000.00.

Final invoice must be received by the State no later than July 30, 2012 for any installations completed within the contract period.

4 Authorized Representatives

The State's Authorized Representative is Robert Hernz, Assistant Director, 1430 Maryland Avenue East, St. Paul, Minnesota 55106, 651.793.2520, or his/her successor.

The Governmental Unit's Authorized Representative is Doug L. Johnson, Coon Rapids Assistant City Attorney, 11155 Robinson Drive, Coon Rapids, MN 55433, 763-767-6495; or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

6 Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

7 State Audits

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

8 Government Data Practices

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

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

9 Venue

Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10 Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for

services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statute §§ 16A.15 and 16C.05.

Signed: Jerry John

Date: 12/13/11

SWIFT Purchase Order No. 3000007295

2. GOVERNMENTAL UNIT

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____

(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:
Agency
Governmental Unit



City Council Regular

8.

Meeting Date: 01/17/2012

Subject: Commission Appointments

From: Cathy Sorensen, City Clerk

INTRODUCTION

Council is asked to make additional appointments and designations to the City's Boards and Commissions.

DISCUSSION

At the January 3 Council meeting, Council delayed appointment of Chairpersons for Board of Adjustment and Appeals, Parks and Recreation Commission, and Safety Commission in order to allow for the Commissions to formally select a Chair. Both the Safety Commission and the Parks and Recreation Commission held meetings this month and recommended that Bob Johnson be appointed Chair for Safety and Tim Arntson be appointed Chair for Parks and Recreation. The Board of Adjustment and Appeals did not meet so that designation will be discussed at their next meeting and brought forward to Council at that time.

In addition, Chair and Vice Chair designations for the Historical Commission were listed incorrectly in the staff report and should be as follows: Lyle Goff as Chair and Robert Powell as Vice Chair.

Finally, two Commissions are recommending the appointment of new members: Boo Mills is being recommended for appointment to the Historical Commission and Pamela Foster is being recommended for appointment to the Sustainability Commission. Both applications are attached, and if appointed their terms would expire December 31, 2014.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: providing opportunities for residents to be engaged and active in the community through civic opportunities such as serving on City Boards and Commissions.

RECOMMENDATION

Council is asked to adopt Resolution 12-28 approving additional appointments and designations to City Commissions.

Attachments

Commission Applications

Resolution 12-28



CITY OF COON RAPIDS

ADVISORY COMMISSION APPLICATION FORM

(Please type or use black ink)

DATE: 10/26/11

NAME: Boo Mills

ADDRESS: ZIP:

TELEPHONE: Home: Work: Cell:

EMAIL ADDRESS:

PLEASE RANK IN ORDER THE COMMISSIONS ON WHICH YOU WISH TO SERVE (leave blank any Commissions on which you do not wish to serve):

- Arts, Housing/Community Development, Board of Adjustment and Appeals, Mortgage Assistance Foundation, Capital Improvement, Parks and Recreation, Charter, Planning, Civil Service (Police & Fire), Safety, Historical, Sustainable Community (Green)

A) WORK EXPERIENCE:

B) CIVIC, PROFESSIONAL AND COMMUNITY ACTIVITIES: CRAA, LITTLE LEAGUE, Scouts, 4-H, PTA, Election Judge,

C) WHY DO YOU WANT TO BE ON AN ADVISORY COMMISSION:

ACTUALLY -- I DON'T KNOW. IT MIGHT BE FUN AND IT IS SURE TO BE INTERESTING

D) WHAT SKILLS, STRENGTHS OR ABILITIES DO YOU BELIEVE YOU WILL ADD TO THE COMMISSION?

I have lived in CR for many years so, hopefully, some of my knowledge will be helpful.

E) ADDITIONAL COMMENTS:

REFERENCES (Optional)

| Name | Address | Phone |
|------|---------|-------|
|------|---------|-------|

 _____
Signature

10/26/11
Date

Please return to: City Manager's Office
City of Coon Rapids
11155 Robinson Drive
Coon Rapids MN 55433-3761
Telephone: 763-767-6493

The information provided by you on this application will be used to determine your suitability for appointment to an advisory commission. Participation as an advisory commission member is strictly voluntary and you are not required by law to provide this information, however, should you not furnish this information the City may have difficulty determining your suitability for appointment, contacting you regarding your information, and if selected, with your duties on the advisory commission. Under Minnesota State statutes, only your name is considered public information upon appointment. Any other information on this application is private data and will be accessible only to you, City staff, or as provided for by Minnesota statutes.



CITY OF COON RAPIDS

ADVISORY COMMISSION APPLICATION FORM

(Please type or use black ink)

DATE: 11/28/11

NAME: Pamela Foster

ADDRESS: _____ ZIP: _____

TELEPHONE: Home: _____ Work: _____ Cell: _____

EMAIL ADDRESS: _____

PLEASE RANK IN ORDER THE COMMISSIONS ON WHICH YOU WISH TO SERVE (leave blank any Commissions on which you do not wish to serve):

- _____ Arts
- _____ Board of Adjustment and Appeals
- _____ Capital Improvement
- _____ Charter
- _____ Civil Service (Police & Fire)
- _____ Historical
- _____ Housing/Community Development
- _____ Mortgage Assistance Foundation
- _____ Parks and Recreation
- _____ Planning
- _____ Safety
- 1 _____ Sustainable Community (Green)

A) WORK EXPERIENCE: Current: lab tech for CenterPoint Energy

PREV: MPLS Park + Rec Board: Env. Operations (land use, volunteer coord., planning)

B) CIVIC, PROFESSIONAL AND COMMUNITY ACTIVITIES:

wildlife Rehabilitation Center, Dove Tail Partners, U of MN alumni

C) WHY DO YOU WANT TO BE ON AN ADVISORY COMMISSION:

I would like to apply my formal education to 'real world' situations (+ vice versa). I feel Coon Rapids is a great city with a lot of potential to be a forerunner on sustainability issues.

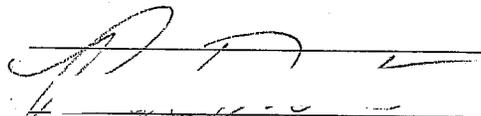
D) WHAT SKILLS, STRENGTHS OR ABILITIES DO YOU BELIEVE YOU WILL ADD TO THE COMMISSION?

I have a BS. in Environmental Studies from the U of MN and am currently pursuing a Master's degree with the U of Illinois in Natural Resources + Sustainability

E) ADDITIONAL COMMENTS: I am looking forward to working with others to find ways to make Coon Rapids an even healthier city while reducing our footprint

REFERENCES (Optional)

Name Address Phone


Signature

11/28/11
Date

Please return to:

City Manager's Office
City of Coon Rapids
11155 Robinson Drive
Coon Rapids MN 55433-3761
Telephone: 763-767-6493

The information provided by you on this application will be used to determine your suitability for appointment to an advisory commission. Participation as an advisory commission member is strictly voluntary and you are not required by law to provide this information, however, should you not furnish this information the City may have difficulty determining your suitability for appointment, contacting you regarding your information, and if selected, with your duties on the advisory commission. Under Minnesota State statutes, only your name is considered public information upon appointment. Any other information on this application is private data and will be accessible only to you, City staff, or as provided for by Minnesota statutes.

RESOLUTION NO. 12-28

**RESOLUTION APPROVING ADDITIONAL APPOINTMENTS AND DESIGNATIONS
TO CITY COMMISSIONS**

WHEREAS, appointments to fill vacancies on certain Commissions are necessary; and

WHEREAS, additional and corrections to Chairperson designations for 2012 for certain Commissions are also necessary; and

WHEREAS, the Commissions have made recommendations for Chair designations and appointments of members.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that Boo Mills be appointed to the Historical Commission and Pamela Foster be appointed to the Sustainability Commission each for three-year terms to expire on December 31, 2014.

BE IT FURTHER RESOLVED, that Lyle Goff be appointed as Chair and Robert Powell be appointed as Vice Chair for the Historical Commission for 2012; that Bob Johnson be appointed Chair for the Safety Commission for 2012; and that Tim Arntson be appointed Chair for the Parks and Recreation Commission for 2012.

Adopted this 17th day of January, 2012, by the Coon Rapids City Council.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

9.

Meeting Date: 01/17/2012

Subject: Accept Resignation of Charter Commission Member Mary Caven

Submitted For: Stoney Hiljus, City Attorney

From: Leah Hattstrom, Legal Assistant

INTRODUCTION

Charter Commission member Mary Caven has resigned from the Charter Commission. Council is asked to accept the resignation.

DISCUSSION

Ms. Caven submitted her letter of resignation September 3, 2011, effective immediately. A copy of Ms. Caven's resignation is attached.

Under Minn. Stat. § 410.05, subd. 2, the authority to appoint members to the City's Charter Commission lies with the Chief Judge of the Tenth Judicial District. The Council may make, and historically has made, appointment recommendations to the Chief Judge. Under Minn. Stat. § 410.05, subd. 1, Charter Commissions must have at least seven but no more than fifteen members. The City's Charter Commission currently has thirteen members. At the 2012 Charter Commission annual meeting the Commission will discuss the resignation and consider whether to fill the current vacancies and process for doing so.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: The Coon Rapids Charter Commission is currently composed of thirteen community members responsible for amendments to the City Charter.

RECOMMENDATION

Council is asked to accept the resignation of Mary Caven.

Attachments

Resignation Letter

September 3, 2011

8689 Norway ST NW
Coon Rapids, MN 55433

Charter Commission
City of Coon Rapids
11155 Robinson DR
Coon Rapids, MN 55433
Mr. Stoney Hiljus, Staff Liaison

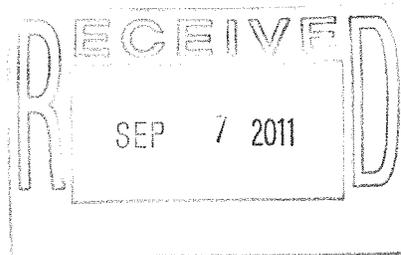
Mr. Hiljus:

I write this letter to inform you, City administration and the Commission that I must resign my position on the Coon Rapids Charter Commission, effective immediately.

I have enjoyed working with the Commission and staff and hope to one day become involved again in volunteer work with the City. Thank you for the opportunity to serve and for the work you, Ms. Hattstrom and the Commission do on behalf of the citizens of Coon Rapids!

Best Regards,

Mary Caven J





City Council Regular

10.

Meeting Date: 01/17/2012

Subject: Open Mic Report Dale Koch, 2020 127th Avenue NW

From: Brad Wise, Police Chief

INTRODUCTION

Dale Koch, 2020 127th Avenue NW, appeared at Open Mic on January 3 questioning the construction of a garage at City Hall.

DISCUSSION

Attached is a response to Mr. Koch outlining the Police Department use of a garage at City Hall.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government and Public Safety** sections of the 2030 Strategic Vision in the following way: By looking to add a facility that protects equipment used by the Police Department to ensure the safety of our citizens.

RECOMMENDATION

This is for Concil information only.

Attachments

Letter

January 12, 2012

Mr. Dale Koch
2020 – 127 Ave NW
Coon Rapids, MN 55448

Dear Dale,

At the Council meeting January 3rd you expressed concern over building a garage to house police vehicles at City Hall. Specifically, you questioned whether the vehicles would be better stored at the Public Works Garage or a repurposed Cook Arena. You also questioned the need for such a building given police vehicles should be out working on the street. I believe I can address each of your concerns.

As you know, the days of inexpensive gas and where a squad was just a car with a radio, light bar, and a shotgun are behind us. Modern police vehicles are advanced machines housing many pieces of high-tech equipment essential for protecting our citizens. Just today I had a meeting with my squad set-up officer regarding how to place newly budgeted AEDs (automated external defibrillators) into service. We are challenged to find a way to keep the batteries of these life-saving devices from failing, either from extreme cold or extreme heat. Even our long-barreled rifles rely on working batteries as we equip them with holographic sighting systems which greatly increase the shooting accuracy of our officers; a capability that is extremely important. And, I have no doubt as we progress into the future our equipment will only get more sophisticated.

The topic of a City Hall garage such as the one considered and approved has been bandied about for years. Last year, after the Council asked many tough questions of staff, they approved the project moving forward. I am thankful for this decision as building this garage accomplishes several police department objectives:

1. It will ensure all police vehicles will be immediately available to respond to an emergency regardless of weather (e.g. they will start during extreme cold, windows will not need to be scraped), and they will be just outside our back door. Because, no, they are not all out working all the time.
2. It will eliminate idling of squad cars while parked at city hall during cold spells, saving gas.
3. It will protect preserve and protect batteries that power much of the emergency equipment in our vehicles.

4. It will help ensure the computer and video systems relied on by officers function properly at all times.
5. It will enhance the security of our vehicles, including the firearms stored on board.

I can assure you that I will never take a casual approach to spending the money of our hard-working taxpayers, regardless of economic circumstances. I think you know me and the department well enough to believe this. A garage at City Hall is needed and will be beneficial. I look forward to never again seeing the hood up on a squad car waiting to be jump-started.

Sincerely,

Brad Wise
Chief of Police



City Council Regular

11.

Meeting Date: 01/17/2012
Subject: Open Mic Report - Jerry Pierce, 12236 Partridge Street NW
From: Cathy Sorensen, City Clerk

INTRODUCTION

Jerry Pierce, 12236 Partridge Street, appeared at Open Mic on January 3 inquiring why CTN Studios did not announce, tape, or air coverage of funeral services for Ephiphany Church's long-time pastor Father Reiser.

DISCUSSION

CTN News is a program that airs weekly on Channel 15 in Coon Rapids, with a new show premiering every Friday at 5 p.m. The newscast keeps residents informed about their City government, schools, courts, civic organizations and other important happenings in the area.

CTN Studios had attended and covered the entire funeral service for Father Bernard Reiser on Saturday, December 31, 2011, in preparation for a tribute for the next weekly program. That tribute aired on January 6 and is also linked to CTN's website, which is listed below:

http://www.ctnstudios.com/index.php?option=com_content&view=article&id=933:thousands-pay-tribute-to-father-bernard-reiser&catid=1:latest-news&Itemid=75

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: by recognizing and honoring the contributions of a long-time member of the Coon Rapids community.

RECOMMENDATION

This is for information only.



City Council Regular

12.

Meeting Date: 01/17/2012

Subject: Accept Feasibility Report--Project 12-6, Street Reconstruction on 9th Avenue--115th Avenue to Oakwood Drive

From: Doug Vierzba, City Engineer

INTRODUCTION

The City of Anoka is proposing to reconstruct several streets located south of Coon Rapids Boulevard which will include 9th Avenue in 2012. This street is a border street between the two cities and therefore Coon Rapids is responsible to pay a portion of the cost. The City of Coon Rapids proposes to assess Coon Rapids properties that have access to the street. Council is requested to accept the feasibility report for the project and order a public hearing and an assessment hearing to be held on February 8, 2012.

DISCUSSION

The City of Anoka contacted City staff this past fall regarding this street reconstruction project that is scheduled for 2012. Council ordered preparation of a feasibility report on December 6, 2011. A feasibility report was prepared as required as part of the process to allow for the assessment of costs to the benefiting properties within Coon Rapids. The City of Anoka has held a public hearing for their benefiting properties and will assess a portion of the project cost to Anoka property owners. Coon Rapids will assess at the normal street reconstruction rate of \$1,575 per home. There are 14 benefiting properties along 9th Avenue within Coon Rapids. The area of benefit is described as follows—

- Lots 13-26, Block 2, Riverview Farm 2nd Addition
- Lots 3-4, Block 2, Don's 4th Addition

The project is necessary to keep City streets in good condition. The project is feasible to construct, is cost effective, and will benefit the area. The City of Anoka would contract for the construction and the City of Coon Rapids would pay the City of Anoka for a share of the cost through a joint powers agreement that will be considered by Council in the near future.

ALIGNMENT WITH STRATEGIC VISION

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

This project will improve the quality of the street system in this area and reduce maintenance costs.

RECOMMENDATION

It is recommended that Council adopt the following resolutions—

- A. Resolution No. 12-6(4) ordering a public hearing to be held on February 8, 2012
- B. Resolution No. 12-6(10) declaring cost to be assessed
- C. Resolution No. 12-6(11) setting date for assessment hearing-February 8, 2012

Fiscal Impact

BUDGET IMPACT:

The cost to the City is estimated to be \$104,000. The City would assess \$22,050 leaving a balance of \$81,950 to be paid from Activity 797—Street Reconstruction fund.

Attachments

12-6 map 1

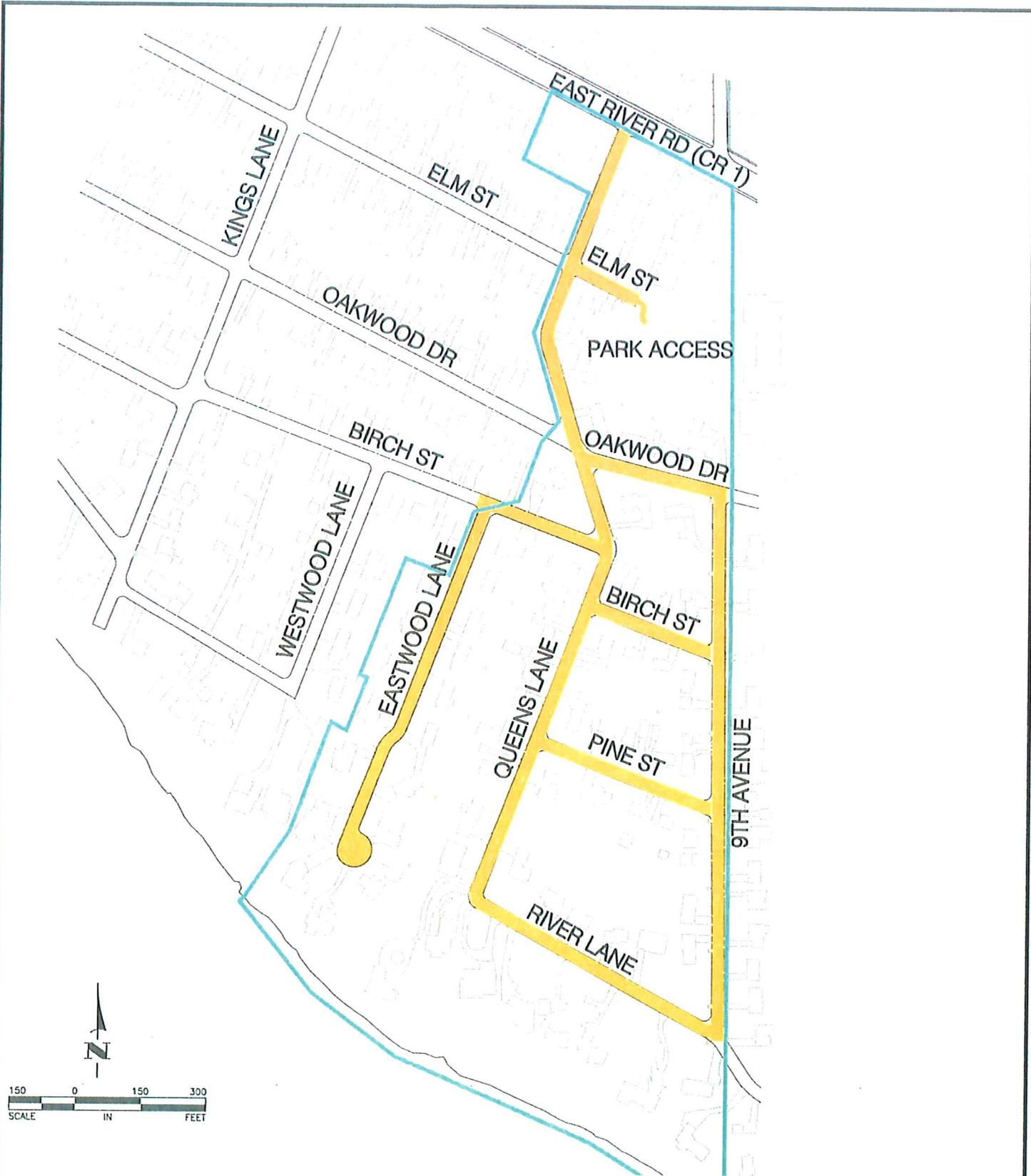
12-6 Feasibility Report

12-6 map 2

Resolution No. 12-6(4)

Resolution No. 12-6(10)

Resolution No. 12-6(11)



**PROPOSED STREET RECONSTRUCTION
 YEAR 2012 STREET PROGRAM
 CITY OF ANOKA, MINNESOTA**



— PROPOSED STREET RECONSTRUCTION
— ASSESSMENT BOUNDARY

EXHIBIT A

Nov 29, 2011 - 4:10pm
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FEASIBILITY REPORT

FOR

CITY PROJECT 12-6

Street Reconstruction

9th Avenue
(115th Avenue to Oakwood Drive)

January 17, 2012

Prepared by City of Coon Rapids Engineering Division

PROJECT HISTORY

The City of Anoka contacted City staff this past fall regarding their plan to reconstruct streets within Anoka, including 9th Avenue, a border street with Coon Rapids. Council ordered preparation of a feasibility report on December 6, 2011 which is part of the process required to allow the City to assess properties for public improvements.

PROJECT AREA CHARACTERISTICS

This border street provides access for 14 single-family homes within Coon Rapids. The street is in need of repaving. The City has sanitary sewer and watermain that serve Coon Rapids residents only. Anoka has their own sewer and watermain systems. The street has concrete curb and gutter and is 45 years old.

ENVIRONMENTAL

The project will have no effect on the environment.

PROPOSED IMPROVEMENTS

The City of Anoka plans to repave the street which is 1300 feet long in 2012 and will replace concrete curb.

ADJACENT PROPERTY

Properties that have access to the street on 9th Avenue will be assessed for the public improvement. There are 14 single-family homes affected by this project.

EASEMENTS REQUIRED

No easements are needed to construct this project.

MAINTENANCE IMPACT

With the street being repaved, there should be no need to perform maintenance for many years. The City of Anoka performs maintenance on this street as needed.

ESTIMATED COSTS

The estimated cost of the project within Coon Rapids is \$104,000. The City would pay the actual cost to Anoka per a proposed joint powers agreement. Anoka will contract for the project to be built.

FINANCE

The City proposes to assess \$22,050 of the estimated cost of \$104,000. The balance of \$81,950 would be paid from Activity 797—Street Reconstruction fund.

PROJECT TIMETABLE

| | |
|------------------|---|
| January 17, 2012 | --Council orders public hearing and sets assessment hearing date |
| February 8, 2012 | --Council holds public hearing/assessment hearing and orders the project --Council approves Joint Powers Agreement |
| June 5, 2012 | --Council assesses the benefiting properties after construction is underway |
| Summer, 2012 | --City of Anoka handles the construction activity |

PROPOSED ASSESSMENTS

Each property would be assessed \$1,575, the same rate used for any other street reconstruction project within the City. Assessments would be spread over 10 years beginning in 2013.

PROJECT FEASIBILITY

The project is necessary to keep City streets in a reasonable condition. The project is cost effective with use of City funds and the project is feasible to construct.

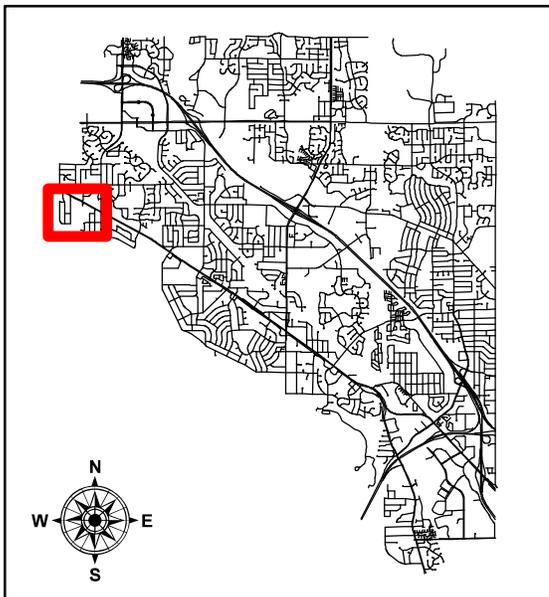
CONCLUSION AND RECOMMENDATION

The City of Anoka plans to reconstruct a border street(9thAvenue) located south of Coon Rapids Boulevard in 2012. Anoka would award a contract for construction and oversee the work. Coon Rapids would pay a share of the cost and assess Coon Rapids properties(14) that access the street. A public hearing and assessment hearing must be held as part of the assessment process.

It is recommended that Council adopt resolutions ordering a public hearing and assessment hearing on this project.

Project 12-6 2012 Street Reconstruction Program

■ 2012 Proposed Reconstruction



■ Area of Benefit



**COON
RAPIDS**
Minnesota

RESOLUTION NO. 12-6(4)

**(4) RESOLUTION ACCEPTING FEASIBILITY REPORT
AND ORDERING PUBLIC HEARING ON IMPROVEMENT**

WHEREAS, pursuant to resolution of the Council adopted on the 6th day of December, 2011, a report has been prepared by the City Engineering Division with reference to the improvement of 9th Avenue from 115th Avenue to Oakwood Drive by street reconstruction, and this report was received by the Council on the 17th day of January, 2012,

WHEREAS, the report provides information regarding whether the proposed project is necessary, cost effective, and feasible,

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

1. The Council will consider such improvement in accordance with the report and the assessment of benefitting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Sections 429.011 to 429.111, at an estimated total cost of the improvement of \$104,000.
2. A public hearing shall be held on such proposed improvement on the 8th day of February, 2012 in the Council Chambers of the City Hall at 7:00 p.m., and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 12-6(10)

**(10) RESOLUTION DECLARING COST TO BE ASSESSED
AND ORDERING PREPARATION OF
PROPOSED ASSESSMENT ROLL**

WHEREAS, a contract will be let for the improvement of 9th Avenue from 115th Avenue to Oakwood Drive by street reconstruction and the contract price for such improvement is estimated to be \$80,000 and the expenses incurred or to be incurred in the making of said improvement are estimated to be \$24,000, so that the total cost of the improvement is estimated to be \$104,000 and of this cost the City will pay \$81,950 as its share of the cost; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

1. The cost of such improvement to be specially assessed is hereby declared to be \$22,050.00.
2. The City Clerk, with the assistance of the City Engineer shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and the City Engineer shall file a copy of such proposed assessment in his office for public inspection.
3. The Clerk shall, upon the completion of such proposed assessment, notify the Council thereof.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 12-6(11)

**(11) RESOLUTION FOR HEARING ON
PROPOSED ASSESSMENT ROLL**

WHEREAS, per a Resolution passed by the Council on the 17th day of January, 2012, the City Clerk was directed to prepare a proposed assessment of the cost of improving 9th Avenue from 115th Avenue to Oakwood Drive by street reconstruction; and

WHEREAS, the Clerk will give a minimum of 14 days written notice to the Council and all benefitted property owners described in the assessment roll that such proposed assessment has been completed and filed in the Clerk's office for public inspection,

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

1. A hearing shall be held on the 8th day of February, 2012, in the City Hall at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official paper at least 2 weeks prior to the hearing.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

13.

Meeting Date: 01/17/2012

Subject: 2012 Street Reconstruction Program--Residential Streets, Project 12-1

From: Doug Vierzba, City Engineer

INTRODUCTION

The proposed 2012 Street Reconstruction Program includes several residential streets generally located in the south-central portion of the City. One area of street reconstruction is located in the general area north of Coon Rapids Boulevard, northwest of Egret Boulevard, and either side of Robinson Drive. Another area is located near the Coon Rapids Dam Regional Park entrance on Egret Boulevard. Another area is located in the very south end of the City, south of 85th Avenue and east of East River Road.(see map) Council is requested to order preparation of a feasibility report and order preparation of plans.

DISCUSSION

In 1997, the City began a street reconstruction program that would continue into the future to keep the City's streets in an acceptable condition. Each year the City will propose to upgrade streets in need of repair. The streets proposed for reconstruction this year are 18-37 years old and are due for reconstruction. The total length is 5 miles. It is proposed to replace curb that needs replacing and to repave the street surfacing. As part of the project, boulevard tree trimming will take place this winter. The project will include replacement of old style fire hydrants and street sign replacement.

The City's policy provides for an assessment to the benefiting properties for a portion of the cost, with the City paying a substantial share of the project cost. The overall goal is to assess 50% of the cost. That percentage can vary from year to year depending on actual costs and assessable parcels. City staff is recommending the assessment rate for 2012 to be \$1,575 per home(2011 rate was \$1,560). Assessment amounts and estimated project costs will be presented to Council as part of the feasibility report. Informational meetings for affected residents will be held by City staff prior to the required public hearings to be held by the City Council. All affected residents have already been notified by letter of the proposed project. No objections have been made by residents to date. The first step in the project process is to order preparation of a feasibility report.

ALIGNMENT WITH STRATEGIC VISION

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

The City has an efficient and well maintained system of roads, sidewalks, and trails. This project will improve the condition of the streets, providing a smooth paved surface and improved drainage.

RECOMMENDATION

It is recommended that Council adopt the following resolutions--

- A. Resolution No.12-1(3) ordering preparation of a feasibility report
- B. Resolution No.12-1(6) ordering preparation of plans

Fiscal Impact

BUDGET IMPACT:

The feasibility report will provide an estimated cost to the City's General fund, Utility fund, and Storm Water Utility fund, as well as the amount that will be assessed to benefiting properties.

Attachments

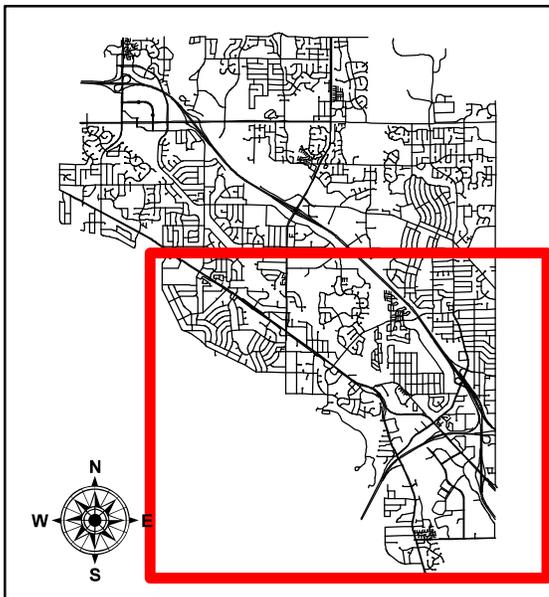
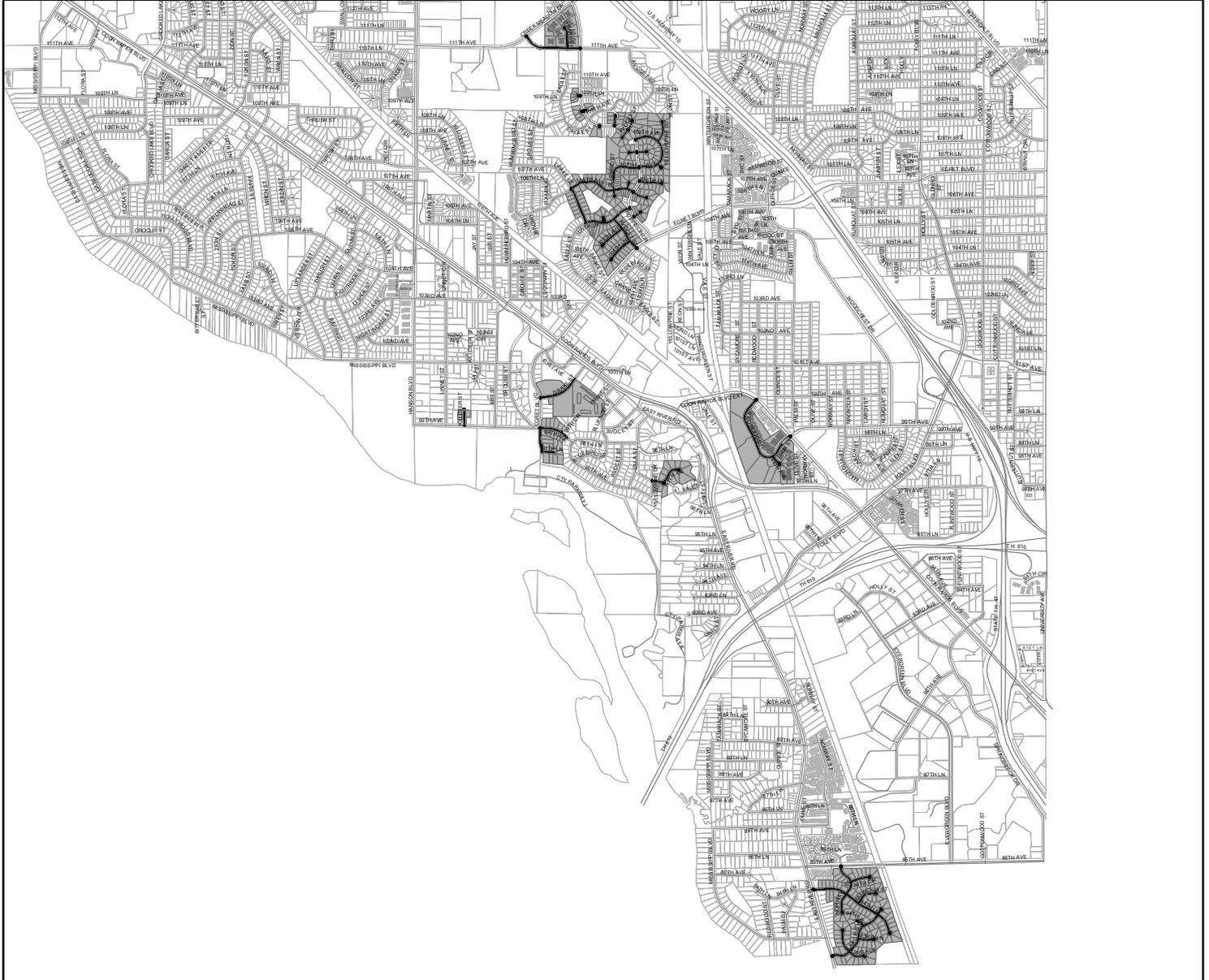
12-1 Map

Resolution No. 12-1(3)

Resolution No. 12-1(6)

Project 12-1 2012 Street Reconstruction Program

■ 2012 Proposed Reconstruction



■ Area of Benefit



**COON
RAPIDS**
Minnesota

RESOLUTION NO. 12-1(3)

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

WHEREAS, it is proposed to improve various residential streets throughout the City by street reconstruction and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

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

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

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 12-1(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve various residential streets throughout the City by street reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

14.

Meeting Date: 01/17/2012

Subject: 2012 Street Reconstruction Program--Collector Streets--Project 12-2

From: Doug Vierzba, City Engineer

INTRODUCTION

The City Engineering Division is recommending street reconstruction on several collector streets in the area of Northdale Boulevard, west of Crooked Lake Boulevard, in 2012. Council is requested to order preparation of a feasibility report and preparation of plans.

DISCUSSION

Four collector streets are proposed for reconstruction as follows--(see map)

1. Blackfoot Street--north of Coon Rapids Boulevard
2. 119th Avenue--Blackfoot Street to Jonquil Street
3. Northdale Boulevard--west of Crooked Lake Boulevard
4. 124th Avenue--west of Northdale Boulevard

The four collector streets as listed above are 24 to 34 years old and are in need of repaving. The project would include replacement of concrete curb that is in poor condition and repaving a new bituminous surface for a length of 2.5 miles. There are several properties to assess for the street improvements as many commercial sites, townhomes, apartments, and a few single-family homes have access to the street. These City streets are State Aid streets. Therefore, State Aid funds can be used to pay for costs not recovered through assessments. Assessments would be made using the normal rate for reconstruction--\$1,575 per home and \$39.38 per foot of width for commercial property. Construction would be scheduled for May-September. All property owners have been notified of the proposed project. The first step in the project process is to order preparation of a feasibility report.

ALIGNMENT WITH STRATEGIC VISION

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

The City has an efficient and well maintained system of roads, sidewalks, and trails. This project will result in a much smoother street surface for the traveling public and reduce maintenance costs.

RECOMMENDATION

It is recommended that Council adopt the following resolutions—

- A. Resolution No. 12-2(3) ordering preparation of a feasibility report
- B. Resolution No. 12-2(6) ordering preparation of plans

BUDGET IMPACT:

The feasibility report will provide an estimated cost to the City's General fund, Utility fund, and Storm Water Utility fund, as well as the amount that will be assessed to benefiting properties.

Attachments

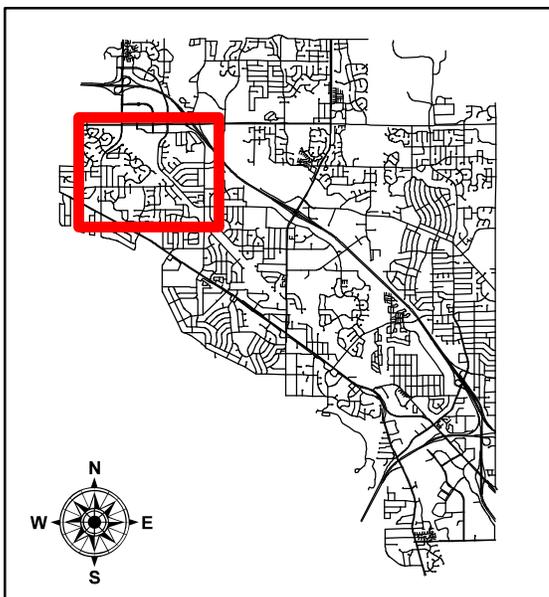
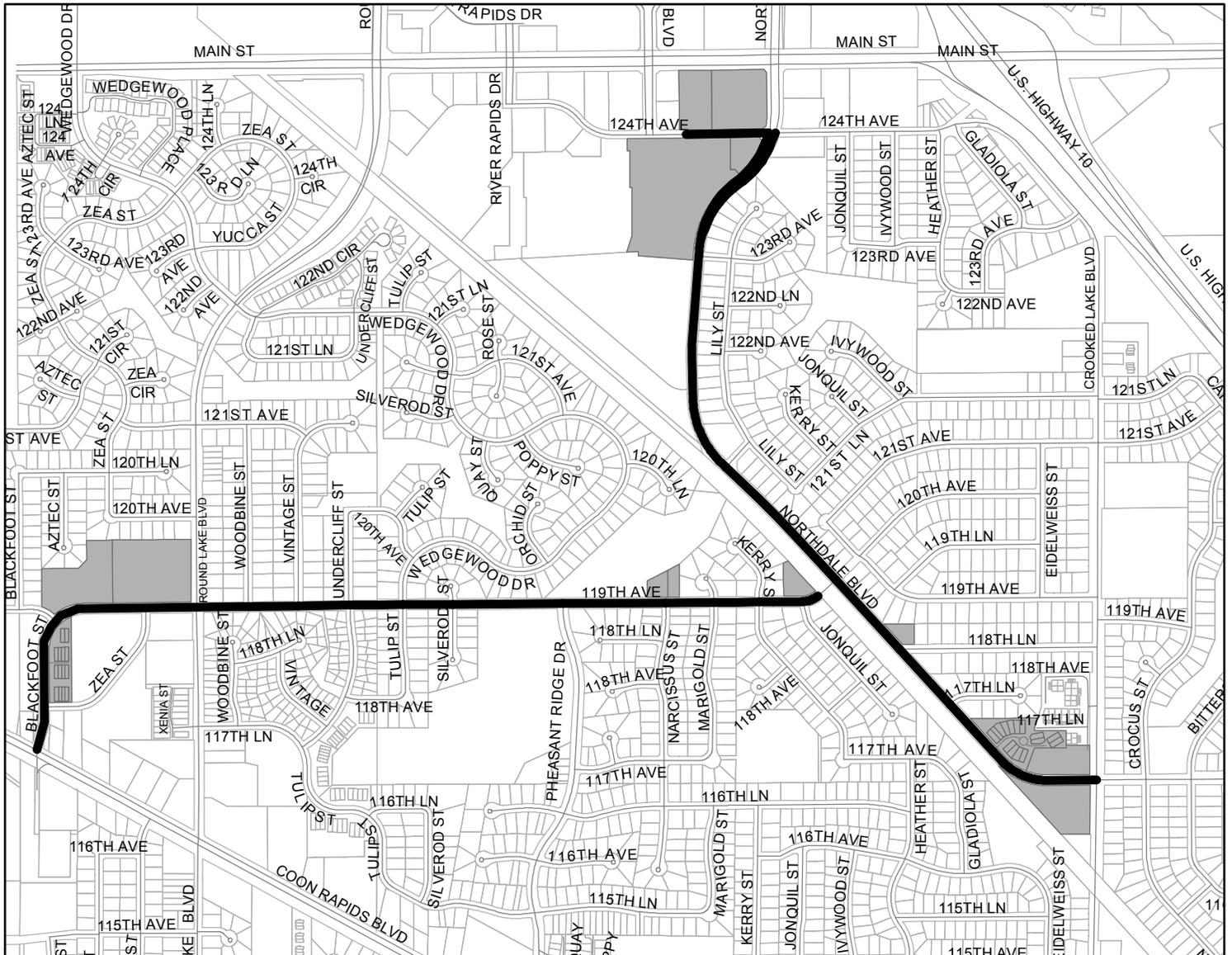
12-2 Map

Resolution No. 12-2(3)

Resolution No. 12-2(6)

Project 12-2 2012 Street Reconstruction Program

■ 2012 Proposed Reconstruction



■ Area of Benefit



**COON
RAPIDS**
Minnesota

RESOLUTION NO. 12-2(3)

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

WHEREAS, it is proposed to improve Blackfoot Street, 119th Avenue, Northdale Boulevard, and 124th Avenue by street reconstruction and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

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

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

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 12-2(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve Blackfoot Street, 119th Avenue, Northdale Boulevard, and 124th Avenue by street reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

15.

Meeting Date: 01/17/2012

Subject: 2012 Street Reconstruction Program--Collector Streets--Project 12-3

From: Doug Vierzba, City Engineer

INTRODUCTION

The City Engineering Division is recommending street reconstruction on several collector streets in the south central part of the City in 2012. Council is requested to order preparation of a feasibility report and preparation of plans.

DISCUSSION

Five collector streets are proposed for reconstruction as follows--(see map)

1. Hanson Boulevard-- south of Mississippi Boulevard
2. 99th Avenue--east of Hanson Boulevard
3. Egret Boulevard--north of 99th Avenue
4. 99th Avenue--west of Foley Boulevard
5. Springbrook Drive--south of Holly Street

The five collector streets as listed above are 28 to 41 years old and are in need of repaving. The project would include replacement of concrete curb that is in poor condition and repaving a new bituminous surface for a length of 1.9 miles. There are several properties to assess for the street improvements as many commercial sites, apartments, and a few single-family homes have access to the street. These City streets are State Aid streets. Therefore, State Aid funds can be used to pay for costs not recovered through assessments. Assessments would be made using the normal rates for street reconstruction--\$1,575 per home, \$19.69 per foot for apartment property, and \$39.38 per foot of width for commercial property. Construction would be scheduled for May-September. All property owners have been notified of the proposed project. The first step in the project process is to order preparation of a feasibility report.

ALIGNMENT WITH STRATEGIC VISION

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

The City has an efficient and well maintained system of roads, sidewalks, and trails. This project will result in a much smoother street surface for the traveling public and require less maintenance.

RECOMMENDATION

It is recommended that Council adopt the following resolutions—

- A. Resolution No. 12-3(3) ordering preparation of a feasibility report
 - B. Resolution No. 12-3(6) ordering preparation of plans
-

Fiscal Impact

BUDGET IMPACT:

The feasibility report will provide an estimated cost to the City's General fund, Utility fund, and Storm Water Utility fund, as well as the amount that will be assessed to benefiting properties.

Attachments

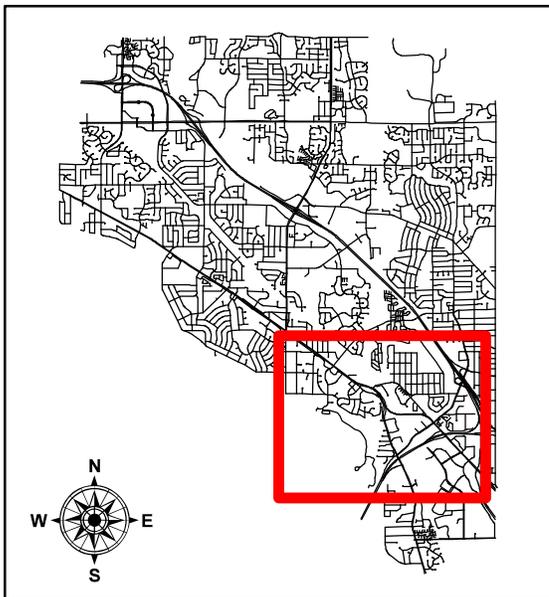
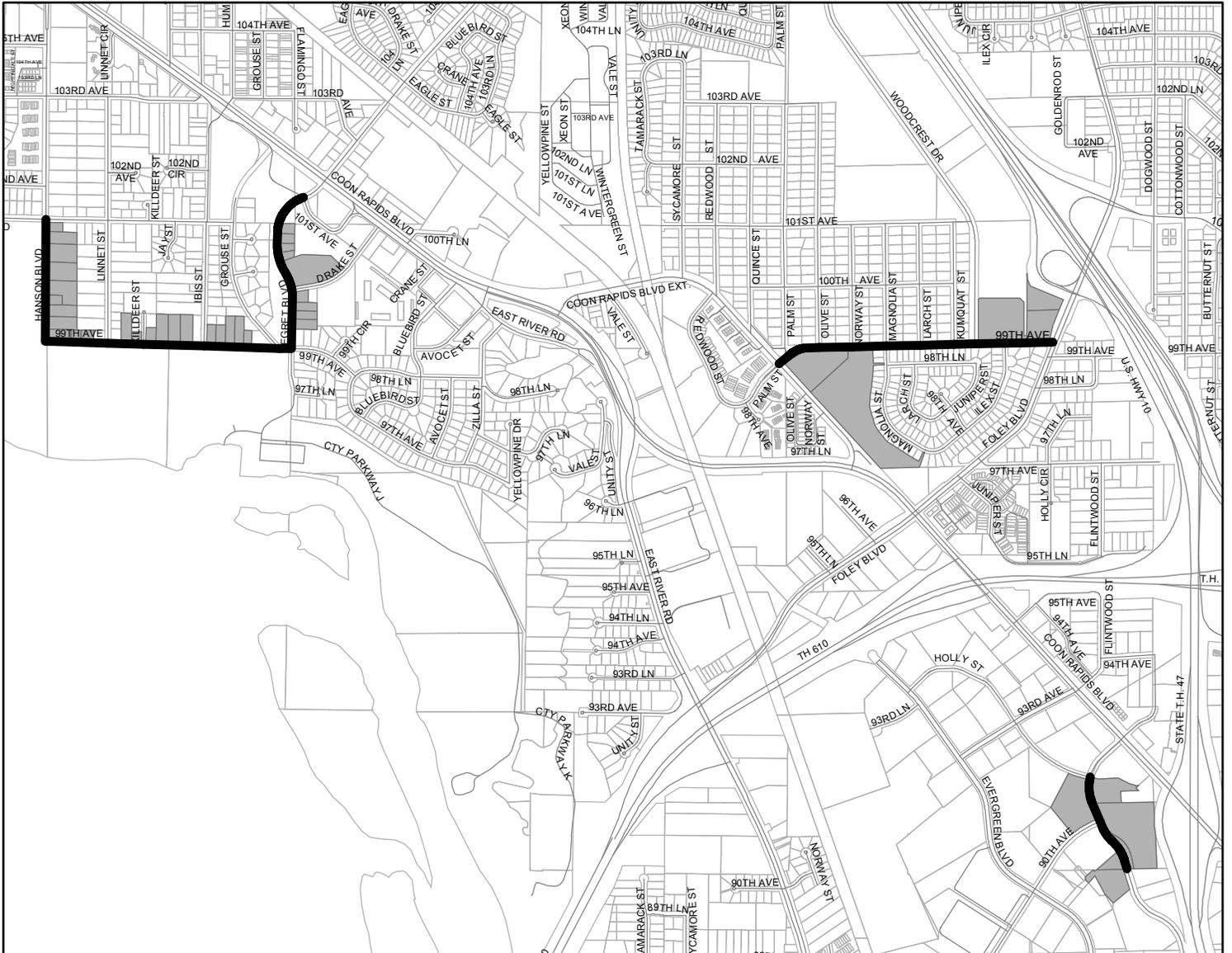
12-3 Map

Resolution No. 12-3(3)

Resolution No. 12-3(6)

Project 12-3 2012 Street Reconstruction Program

■ 2012 Proposed Reconstruction



■ Area of Benefit



**COON
RAPIDS**
Minnesota

RESOLUTION NO. 12-3(3)

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

WHEREAS, it is proposed to improve Hanson Boulevard, 99th Avenue, Egret Boulevard, and Springbrook Drive by street reconstruction and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

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

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

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

RESOLUTION NO. 12-3(6)

(6) RESOLUTION ORDERING PREPARATION OF PLANS

WHEREAS, it is proposed to improve Hanson Boulevard, 99th Avenue, Egret Boulevard, and Springbrook Drive by street reconstruction; and

WHEREAS, the City of Coon Rapids expects to reimburse all or a portion of the project expenditures with the proceeds of debt to be incurred by the City; and

WHEREAS, this declaration is made pursuant to Section 1.103-18 of the Income Tax Regulations of the Internal Revenue Service.

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

The City Engineering Division is hereby designated as the engineer for this improvement. The City Engineering Division shall prepare plans and specifications for the making of such improvement.

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

16.

Meeting Date: 01/17/2012

Subject: Order Preparation of Feasibility Report For Street Reconstruction--133rd Avenue West of Hanson Boulevard--Project 12-4

From: Doug Vierzba, City Engineer

INTRODUCTION

The City of Andover is planning to reconstruct 133rd Avenue from Coon Creek Boulevard to Hanson Boulevard in 2012. This collector street is a border street that provides access to Coon Rapids residents. Coon Rapids will share in the cost of street reconstruction and the City proposes to assess the benefiting properties within Coon Rapids. A feasibility report is required as part of the assessment process. Council is requested to order preparation of a feasibility report at this time.

DISCUSSION

The City of Andover Engineering staff has previously contacted City staff regarding the need to reconstruct 133rd Avenue, a City border street, in 2012. (See map) The City limit line is the centerline of the street. The street provides direct access for a few Coon Rapids homes that front onto the street. The street surface is in poor condition. It is proposed that Coon Rapids share in the cost of the project and a joint powers agreement will be considered by both City Councils in the near future. The City proposes to assess the properties that benefit from this project at the same rate as any other street reconstruction project within the City--\$1,575 per home. This collector street is one mile long and is a State Aid street. State Aid funds will be used to pay for the balance of the cost-share. A feasibility report is required before a public hearing can be held.

ALIGNMENT WITH STRATEGIC VISION

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

The City has an efficient and well maintained system of roads and trails. This project will provide a much smoother surface for the traveling public and require less maintenance.

RECOMMENDATION

It is recommended that Council adopt Resolution No. 12-4(3) ordering preparation of a feasibility report.

Fiscal Impact

BUDGET IMPACT:

The feasibility report will provide an estimated cost to the City's General fund, Utility fund, and Storm Water Utility fund, as well as the amount that will be assessed to benefiting properties.

Attachments

12-4 Map

Resolution No. 12-4(3)



RESOLUTION NO. 12-4(3)

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

WHEREAS, it is proposed to improve 133rd Avenue from Coon Creek Boulevard to Hanson Boulevard by street reconstruction and to assess the benefitted property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Sections 429.011 to 429.111,

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

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

Adopted this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

17.

Meeting Date: 01/17/2012

Subject: Establishing Bunker Hills Golf Course Fees and Charges

From: Tim Anderson, Golf Pro/Manager

INTRODUCTION

Attached are the proposed 2012 golf rates. Anticipated expenses, as well as course quality and demand at Bunker Hills are taken into consideration when setting the rates.

DISCUSSION

The 2011 and 2012 rates of some comparable public golf courses are attached, as well as the proposed 2012 rates for Bunker Hills.

The Patron Card has become the membership base for customer loyalty at Bunker Hills. 2012 rates focus on further cultivating this community of loyal users for the entire facility at Bunker Hills. A slight increase in public Championship Course rates more closely aligns public rates with comparable golf facilities while providing a deeper discount to Patron Card purchasers. The offering of a competitively priced membership for both golf and golf carts caters to the committed, avid golfer. Providing complimentary access to junior golfers after 4:00 p.m. on the Executive Course with a paid adult should accomplish several facility-wide goals:

1. Promotion of family/community recreational activities
2. Promotion and growth of junior golf initiatives
3. Promotion and growth of beginner/new golfer initiatives
4. Promotion of Bunker Hills Golf Club as a community gathering place
5. Create more activity on the Executive Course during historically slow periods

ALIGNMENT WITH STRATEGIC VISION

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

RECOMMENDATION

Adopt Resolution 12-26 establishing Bunker Hills Golf Course fees and charges.

Attachments

Golf Rates

Fee Resolution

Rate Comparisons

| | | | | |
|---------------------|-------------|--|---------------------------------|----------------------------------|
| Bunker Hills | 2012 | \$45 non-patron \$33 patron | 18-hole 9-hole | \$16.00 \$ 8.00 |
|---------------------|-------------|--|---------------------------------|----------------------------------|

| <u>Golf Courses</u> | <u>Green Fees</u> | <u>Carts</u> |
|-----------------------------------|---|-----------------------------------|
| Prestwick (Woodbury) | 2011 \$60 weekdays \$55 member | 18-hole \$18.00 9-hole \$ 9.00 |
| Rush Creek (Maple Grove) | 2012 \$79 before 8:00am \$109 8:00am-5:00pm \$49 after 5:00pm | 18-hole \$19.00 |
| The Wilds (Prior Lake) | 2012 \$80 | 18-hole \$16.00 |
| Edinburgh USA (Brooklyn Park) | 2011 \$54 non-resident \$46 resident | 18-hole \$17.00 9-hole \$ 9.00 |
| Willingers (Northfield) | 2011 \$43 weekdays \$48 weekends | 18-hole \$16.00 |
| Stoneridge (Stillwater) | 2011 \$79 weekdays \$84 weekends | 18-hole \$16.00 9-hole \$ 8.00 |
| Legends Golf Club (Prior Lake) | 2012 \$74 | 18-hole \$15.00 |
| Chaska Town Course (Chaska) | 2011 \$58 non-resident weekdays \$64 non-resident weekends | 18-hole \$17.00 9-hole \$ 8.50 |
| The Refuge | 2011 \$37 Weekdays \$41 Weekends | 18-hole \$17.00 9-hole \$12.00 |

Executive/ Par 3 Courses

| | |
|---------------------|--|
| Bunker Hills | 2012 \$13 non-patron / \$9 patron |
| Kate Haven | 2011 \$15 |
| Majestic Oaks | 2012 \$12 |
| Centerbrook | 2011 \$14 |

2012 Golf Rates - Bunker Hills Golf Course

| <u>ID Cards</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|-------------------------|--------------------|--------------------|------------------------|
| *Individual ID Card | \$50 | \$50 | 0 |
| *Husband/Wife ID Card | \$80 | \$80 | 0 |
| *Senior Citizen ID Card | \$30 | \$30 | 0 |

*Sales tax not included

| <u>Daily Fees on Regulation Course</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|---|--------------------|--------------------|------------------------|
| 18 Holes | \$43 | \$45 | \$2 |
| 18 Holes (Sat., Sun., Holidays after 4:00) | \$33 | \$33 | 0 |
| 18 Holes w/ ID card | \$33 | \$33 | 0 |
| 18 Holes w/ ID card (Sat., Sun., Holidays after 4:00) | \$25 | \$25 | 0 |
| 9 Holes | \$22 | \$23 | \$1 |
| 9 Holes (Sat., Sun., Holidays after 4:00) | \$17 | \$17 | 0 |
| 9 Holes w/ ID card | \$17 | \$17 | 0 |
| 9 Holes w/ ID card (Sat., Sun., Holidays after 4:00) | \$13 | \$13 | 0 |
| * 18 Holes - Senior Patron | \$22 | \$22 | |
| * 18 Holes - Junior | \$18 | \$18 | 0 |
| * 9 Holes - Junior | \$ 9 | \$ 9 | 0 |
| ** 9 Holes - Junior (Sat., Sun., Holidays after 4:00) | \$ 6 | \$ 6 | 0 |

* During restricted times

** Rate subject to play with parent/guardian

| <u>Daily Fees on Executive Course</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|--|--------------------|--------------------|------------------------|
| 9 Hole | \$13 | \$13 | 0 |
| 9 Hole w/ ID card | \$ 9 | \$ 9 | 0 |
| 9 Hole – Senior Patron | \$ 8 | \$ 8 | 0 |
| **9 Hole – Junior | \$ 6 | \$ 6 | 0 |
| **9 Hole – Junior (after 4:00) | \$ 5 | \$ 0 | -\$5 |

** Rate subject to play with parent/guardian

Rental Fees on Both Courses

| | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|-------------------------|--------------------|--------------------|------------------------|
| * 18 Hole club rental | \$15/\$25 | \$15/\$25 | 0 |
| * 9 Hole club rental | \$10/\$15 | \$10/\$15 | 0 |
| 18 Hole power cart | \$32 | \$32 | 0 |
| 9 Hole power cart | \$16 | \$16 | 0 |
| Pull Cart | \$ 5 | \$ 5 | 0 |
| Range Balls | \$ 4 | \$ 4 | 0 |
| ** Golf Cart Membership | n/a | \$750 | n/a |

* standard clubs/better clubs

** Must hold an Individual Membership or Adult Season Pass (Individual, Husband/Wife or Senior)

Individual Membership

| | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|-------------------------|--------------------|--------------------|------------------------|
| *Individual (First 100) | \$2,000 | \$1,650 | -\$350 |

*Sales tax not included (2011 Included Simulator Membership, 2012 does not)

Simulator Center

| | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|--|--------------------|--------------------|------------------------|
| Season Ticket – Individual (Unlimited Play) | \$400 | \$400 | 0 |
| Season Ticket – Senior (Before noon on weekdays) | \$200 | \$200 | 0 |
| Public 1-2 Players (per player, per hour) | \$16 | \$16 | 0 |
| Public 3-5 Players (per player, per hour) | \$ 8 | \$ 8 | 0 |
| Patron 1-2 Players (per player, per hour) | \$14 | \$14 | 0 |
| Patron 3-5 Players (per player, per hour) | \$ 7 | 7 | 0 |
| Senior/Junior 1-2 Players (per player, per hour) | \$14 | \$14 | 0 |
| Senior/Junior 3-5 Players (per player, per hour) | \$ 7 | \$ 7 | 0 |

Season Tickets

| | | | |
|------------------|--------|--------|---|
| * Individual | \$1150 | \$1150 | 0 |
| * Husband/Wife | \$1600 | \$1600 | 0 |
| * Senior Citizen | \$ 500 | \$ 500 | 0 |
| Junior | \$ 150 | \$ 150 | 0 |

* Must have held a season pass since 1987 to purchase a season pass in 2012.

TO: Mayor, City Councilmembers and
City Manager

FROM: Tim Anderson, Golf Director

SUBJECT: 2012 Golf Rates

DATE: January 17, 2012

INTRODUCTION

Attached are the proposed 2012 golf rates. Anticipated expenses, as well as course quality and demand at Bunker Hills are taken into consideration when setting the rates.

DISCUSSION

The 2011 and 2012 rates of some comparable public golf courses are attached, as well as the proposed 2012 rates for Bunker Hills.

The Patron Card has become the membership base for customer loyalty at Bunker Hills. 2012 rates focus on further cultivating this community of loyal users for the entire facility at Bunker Hills. A slight increase in public Championship Course rates more closely aligns public rates with comparable golf facilities while providing a deeper discount to Patron Card purchasers. The offering of a competitively priced membership for both golf and golf carts caters to the committed, avid golfer. Providing complimentary access to junior golfers after 4:00 p.m. on the Executive Course with a paid adult should accomplish several facility-wide goals:

1. Promotion of family/community recreational activities
2. Promotion and growth of junior golf initiatives
3. Promotion and growth of beginner/new golfer initiatives
4. Promotion of Bunker Hills Golf Club as a community gathering place
5. Create more activity on the Executive Course during historically slow periods

ALIGNMENT WITH STRATEGIC VISION

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

RECOMMENDATION

Adopt Resolution 12-26 establishing Bunker Hills Golf Course fees and charges.

RESOLUTION 12-26

**RESOLUTION ESTABLISHING BUNKER HILLS GOLF COURSE
FEES AND CHARGES**

WHEREAS, the fees and charges for Bunker Hills Golf Course do not currently reflect competitive prices within the metro area; and

WHEREAS, the City Council finds that it is in the best interest of the City for the fees and charges of the golf course to be competitive within the metro area to the extent practical; and

WHEREAS, the City Council further finds that certain fees and charges for Bunker Hills Golf Course should be increased to more ensure competitiveness within the metro area.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that effective January 17, 2012, the fees and charges (including sales tax where applicable) for Bunker Hills Golf Course shall be as outlined in Attachment A.

Adopted this 17th of January, 2012.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk

RESOLUTION 12-26

**RESOLUTION ESTABLISHING BUNKER HILLS GOLF COURSE
FEES AND CHARGES**

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Adopted this 17th of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk

2012 Golf Rates - Bunker Hills Golf Course

| <u>ID Cards</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|-------------------------|--------------------|--------------------|------------------------|
| *Individual ID Card | \$50 | \$50 | 0 |
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| *Senior Citizen ID Card | \$30 | \$30 | 0 |

*Sales tax not included

| <u>Daily Fees on Regulation Course</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
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| * 18 Holes - Junior | \$18 | \$18 | 0 |
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| ** 9 Holes - Junior (Sat., Sun., Holidays after 4:00) | \$ 6 | \$ 6 | 0 |

* During restricted times

** Rate subject to play with parent/guardian

| <u>Daily Fees on Executive Course</u> | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
|--|--------------------|--------------------|------------------------|
| 9 Hole | \$13 | \$13 | 0 |
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| **9 Hole – Junior | \$ 6 | \$ 6 | 0 |
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** Rate subject to play with parent/guardian

Rental Fees on Both Courses

| | <u>2011</u> | <u>2012</u> | <u>Increase</u> |
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** Must hold an Individual Membership or Adult Season Pass (Individual, Husband/Wife or Senior)

Individual Membership

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Simulator Center

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| Public 1-2 Players (per player, per hour) | \$16 | \$16 | 0 |
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| Patron 1-2 Players (per player, per hour) | \$14 | \$14 | 0 |
| Patron 3-5 Players (per player, per hour) | \$ 7 | 7 | 0 |
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Season Tickets

| | | | |
|------------------|--------|--------|---|
| * Individual | \$1150 | \$1150 | 0 |
| * Husband/Wife | \$1600 | \$1600 | 0 |
| * Senior Citizen | \$ 500 | \$ 500 | 0 |
| Junior | \$ 150 | \$ 150 | 0 |

* Must have held a season pass since 1987 to purchase a season pass in 2012.



City Council Regular

18.

Meeting Date: 01/17/2012

Subject: Consider Second Amendment to Lease with Harvest Grill/Pot Luck Catering

Submitted For: Matt Fulton, City Manager

From: Matt Fulton, City Manager

INTRODUCTION

The City Council is being requested to consider a second amendment to the lease with Potluck Catering, dba Town and Country Caterers, operating The Harvest Grill at Bunker Hills Golf Course that would result in the accelerated payment of \$85,000 for the purchase of kitchen equipment.

DISCUSSION

On December 20, 2011, the City Council approved the First Amendment to the lease with Harvest Grill/Potluck Catering. This amendment included the purchase of kitchen equipment for \$185,000, payable in two payments.

The first payment of \$100,000 has already been made and the remaining balance of \$85,000 was scheduled to occur at the end of 2012. The amendment also called for additional lease negotiations necessitated by the difficult economic situation created by the complete closure of Main Street during 2011/2012.

Negotiations have been ongoing since the approval of the First Amendment. Based on these discussions, staff is recommending that the City complete payment on the purchase of the kitchen equipment and make immediate payment of the remaining balance due of \$85,000. This action results in the City owning all kitchen equipment at the Bunker Hills Restaurant/banquet facility, subject only to the payment of equipment lease obligations by Potluck Catering.

Negotiations will be continuing and staff expects to return to the City Council with additional recommended amendments to the lease on February 8th.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development/Redevelopment, as well as the Excellence in Governance goals of the City Council's long term Strategic Vision. Bunker Hills Golf Course is a vital part of the community's quality of life as well as an important component of the City's overall economic development component. Ensuring its success and the operational success of the the Restaurant/Banquet Center is a critical part of the overall Golf Course operation.

RECOMMENDATION

Staff is recommending the Council approve the Second Amendment to the Harvest Grill Lease at Bunker Hills Golf Club that will result in the payment of \$85,000 for kitchen equipment and direct staff to continue negotiations with final lease adjustments to be presented on February 8, 2012.

Attachments

Second Amendment to Lease

**SECOND AMENDMENT TO
LEASE AGREEMENT**

**BUNKER HILLS GOLF COURSE
RESTAURANT AND CATERING PROVIDER**

THIS SECOND AMENDMENT TO LEASE AGREEMENT (“Second Amendment”) made and entered into this 17th day of January, 2012 by and between the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as “City”, and Potluck Catering, Inc., d/b/a Town and Country Caterers, a Minnesota corporation, hereinafter referred to as “Tenant.”

WITNESSETH:

The City and Tenant entered into a Commercial Lease Agreement dated September 21, 2010 (“the Lease”), concerning the restaurant, banquet facility, and bar and grill portions of the clubhouse at the Bunker Hills Golf Course (“the Golf Course”). The Tenant is now conducting business at the Golf Course doing business as “the Harvest Grill.”

The City and Tenant entered into a First Amendment to Commercial Lease Agreement dated December 18, 2011 (“the First Amendment”) modifying certain provisions of the Lease related to the impact of the reconstruction of County Road 14 and the road closure as part of that project. The City and Tenant have been negotiating in good faith toward a re-structured lease relationship for 2012 to allow Tenant to absorb certain operational losses the Tenant and City believe are the result of the road closure.

This Second Amendment seeks to re-confirm the City’s and the Tenant’s commitment to a successful long-term clubhouse relationship as vital to the public interest in the City of Coon Rapids.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Lease, is hereby amended as follows:

1. **DEFINITIONS.** All capitalized terms, not otherwise separately defined herein, shall have the meanings ascribed to them in the Lease and/or the First Amendment.

2. **EQUIPMENT ADVANCE.** Purchase of Tenant’s Equipment and Advance on Lease-To-Own Equipment. The City committed to purchasing Tenant’s lease-to-own equipment as more fully described in paragraph 2.E. of the First Amendment. The second installment on the purchase of the equipment, in the amount of \$85,541.12, is due on December 14, 2012 under the terms of the First Amendment. Based on the negotiations of the City and Tenant toward a strategic plan for moving forward in 2012, the City will make the second installment payment of \$85,541.12 to Tenant upon execution of this Second Amendment. Tenant shall provide proof to the satisfaction of the City Manager that the installment paid is

used by Tenant to pay existing financial obligations incurred by the Tenant in the Harvest Grill operation at Bunker Hills.

3. GOOD FAITH NEGOTIATIONS. The City and Tenant shall continue negotiations in good faith toward a re-structured lease relationship for 2012. The re-structured relationship will allow the Tenant to continue to operate until the reconstruction project is completed in 2012 and restore substantially the terms of the Lease beginning in 2013. The City and the Tenant have not yet finalized these negotiations and it is anticipated that the City and Tenant will enter into a Third Amendment to the Lease on February 7, 2012 setting the terms of the 2012 relationship. However, no such agreement shall be effective until the agreement is reduced to writing and lawfully executed by both parties.

7. FULL FORCE AND EFFECT. Except as expressly amended by the provisions of this Second Amendment, the terms and conditions contained in the Lease and the First Amendment shall continue to govern the rights and obligations of the parties and the Lease shall remain in full force and effect until and unless expressly modified by the parties in writing.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the day and year second above written.

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Matt Fulton, City Manager

POTLUCK CATERING, INC.

By: _____
Jason Hines, Owner and Operator

KB & J'S ENTERPRISES, INC.

By: _____
Jason Hines

By: _____
Kim T. Hines

CONTINUING PERSONAL GUARANTY

As additional inducement for the City to enter into this Second Amendment, the undersigned jointly and severally and unconditionally guarantees that the Tenant will make all payments and meet any and all debts, liabilities, and obligations of every nature or form, now existing or hereafter arising or acquired under this Second Amendment, the First Amendment, and the Lease fully and promptly, including making timely payments on the Tenant's equipment leases. If the Tenant defaults, the undersigned will immediately be responsible for and pay all sums due under the terms of the Lease and all amounts due under the equipment leases. If it is necessary for the City to proceed legally to enforce this Guaranty, the undersigned expressly

consents to the jurisdiction of the State of Minnesota, Tenth Judicial District, with venue in Anoka County and to pay all costs, including attorneys fees incurred in enforcement of this guaranty and waives any right to a jury trial. It is not necessary for the City to proceed against the Tenant before enforcing this guaranty.

| | | |
|---------------------|-----------|-------|
| <u>Kim T. Hines</u> | X | |
| Name of Guarantor | Signature | Dated |

| | | |
|--------------------|-----------|-------|
| <u>Jason Hines</u> | X | |
| Name of Guarantor | Signature | Dated |



City Council Regular

19.

Meeting Date: 01/17/2012

Subject: Cons. Resolution 12-27 Establishing the City Manager's 2012 Salary

Submitted For: Matt Fulton, City Manager

From: Jill Pocklington, Assistant Human
Resources Coordinator

INTRODUCTION

The City Council is being asked to adopt a resolution establishing the City Manager's 2012 salary.

DISCUSSION

Following a performance review by the City Council, it was determined the City Manager's 2012 salary increase would be consistent with the increase provided to the unrepresented employees. All other provisions of the City Manager's contract will remain unchanged.

ALIGNMENT WITH STRATEGIC VISION

This item is aligned with Excellence in City government and 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 No. 12-27 Resolution Establishing the City Manager's 2012 Salary.

Attachments

Resolution No. 12-27

RESOLUTION NO. 12-27

**A RESOLUTION ESTABLISHING
THE CITY MANAGER'S 2012 SALARY**

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

WHEREAS, the City Council approved the 2012 compensation plan for unrepresented employees at its December 20, 2011, meeting; and

WHEREAS, an annual performance review for the City Manager was conducted by the City Council on January 10, 2012; and

WHEREAS, the City Manager's 2012 salary increase will be consistent with the increase provided to unrepresented employees; and

WHEREAS, all other provisions of the City Manager's contract will remain unchanged.

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the City Manager's salary be consistent with the increase provided to unrepresented employees for 2012.

Adopted by the Coon Rapids City Council this 17th day of January, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

20.

Meeting Date: 01/17/2012

Subject: Introduce Ordinance Establishing a Stop Sign on Partridge Street at Quinn Street/121st Lane

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Staff received a request for traffic control at the intersection of Partridge Street at Quinn Street/121st Lane. This request was forwarded to the Traffic Review Committee for review.

DISCUSSION

The Traffic Review Committee met in the field on December 19, 2011 to evaluate the intersection of Partridge Street and Quinn Street/121st Lane. It was determined that the curvature of Quinn Street creates limited visibility for vehicles traveling southbound on Partridge Street. Quinn Street/121st Lane functions as a through street. As a result, speeding has become a problem on this section of roadway. A stop sign on Partridge will avoid vehicle conflicts with speeding traffic on Quinn Street/121st Lane. Also, school buses began picking up children at this intersection this fall. A stop sign on Partridge will provide a safer intersection for children to cross to board the bus. For these reasons the Traffic Review Committee is recommending installation of a stop sign on Partridge Street. Council is requested to introduce an ordinance establishing a stop sign at this location.

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 on Partridge Street at Quinn Street/121st Lane will increase traffic safety and improve traffic flow in the area.

RECOMMENDATION

I recommend the City Council introduce the attached ordinance establishing a stop sign stopping southbound traffic on Partridge Street at Quinn Street/121st Lane.

Fiscal Impact

BUDGET IMPACT:

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

Attachments

Stop Sign Map - Partridge at Quinn/121st Lane ordinance



Proposed stop sign



0 250 500 1,000 Feet



ORDINANCE NO.

**AN ORDINANCE ESTABLISHING STOP SIGNS
ON SOUTHBOUND PARTRIDGE STREET NW AT
QUINN STREET NW/121ST LANE NW**

The City of Coon Rapids does ordain:

Section 1. The installation of stop signs is hereby authorized for stopping southbound traffic on Partridge Street NW at Quinn Street NW/121st Lane 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 17th of January, 2012.

Adopted the ____ day of _____, 2012.

Tim Howe, Mayor

ATTEST:

Catherine M. Sorensen, City Clerk



City Council Regular

21.

Meeting Date: 01/17/2012

Subject: Adding Trees on the North Side of Main Street at Shenandoah Boulevard

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

At the January 3, 2012 Council meeting, Council raised questions about the condition of the storm water ponds in the northeast quadrant of the intersection of Shenandoah Boulevard and Main Street. Council was specifically concerned about any future landscaping and the possibility of planting trees around the storm water ponding areas.

DISCUSSION

As part of the Main Street reconstruction project from Coon Creek Boulevard to Hanson Boulevard, a storm water ponding system was developed in the northeasterly quadrant of Shenandoah Boulevard and Main Street. This system consists of a holding pond immediately adjacent to Main Street and a wetland mitigation site to the north. As part of the project, both areas have been seeded. The banks around the storm water pond have been seeded with regular low maintenance grass. The wetland mitigation area has been seeded with wetland vegetation and is expected to germinate in the spring of 2012. The project did not include any additional landscaping beyond turf and wetland vegetation establishment. If trees are to be included, they will have to be paid for and installed by the City. Following normal Anoka County policies and procedures, the City will assume responsibility for all maintenance relating to the storm water pond and wetland mitigation site after the one year warranty period expires

If Council desires additional landscaping, the City Forester and Parks Department staff can develop a tree planting plan for the area surrounding the wetland mitigation site and the storm water pond. Staff would complete the tree planting plan and the additional trees could be planted in the spring of 2012. The Forester indicates that approximately 20-30 trees of a variety of species suitable for this location can be installed for approximately \$5,000.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Quality of Life section of the City's long term strategic vision by providing beautification to ponding areas in an effort to sustain a pleasing image of our community.

RECOMMENDATION

If Council wishes to proceed with tree planting in this area, staff would recommend \$5,000 be appropriated from the Riverdale Area Improvement Fund and authorize staff to proceed with developing a tree planting plan.

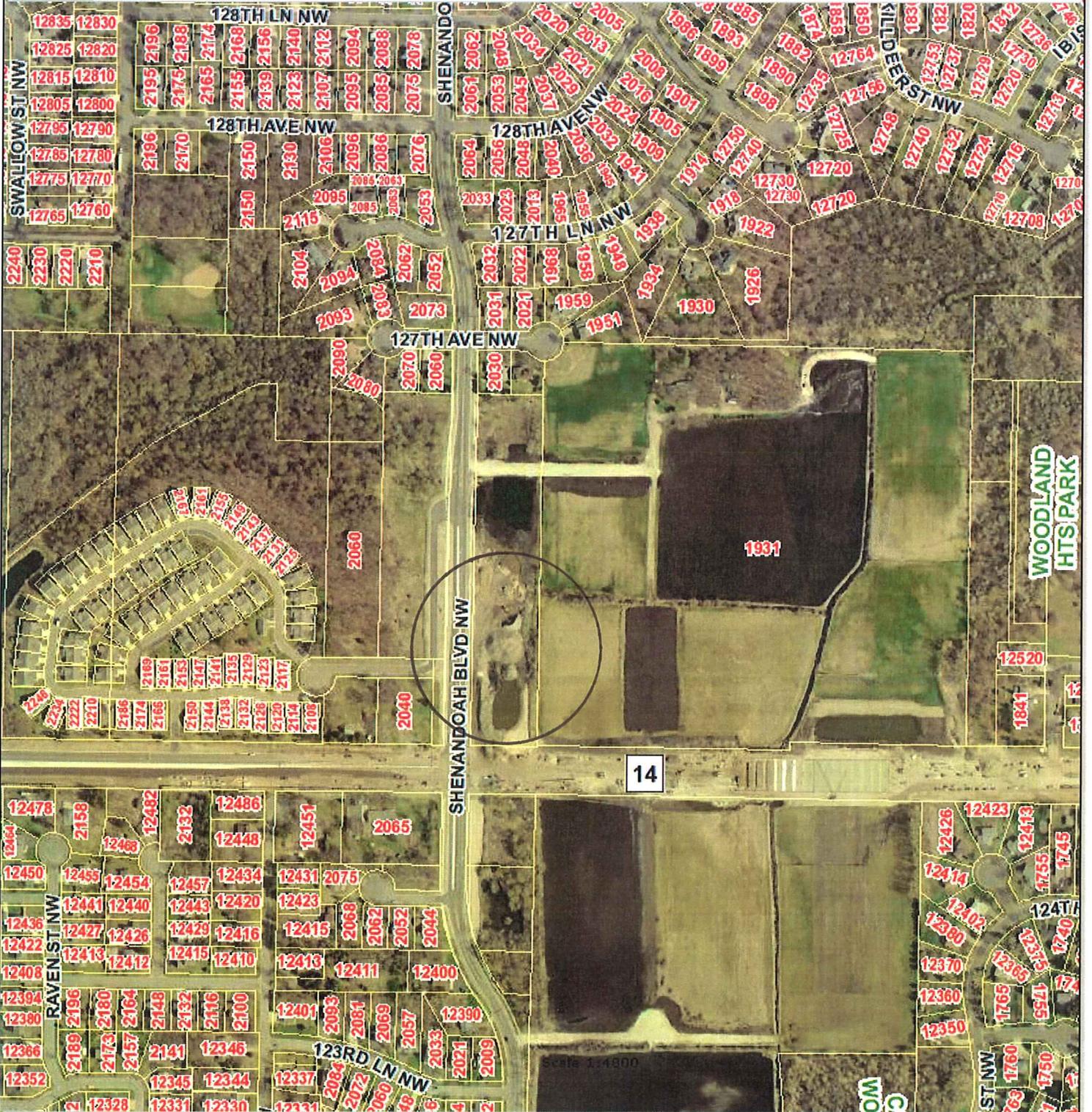
Fiscal Impact

BUDGET IMPACT:

As indicated earlier, to plant trees in these ponding areas would cost approximately \$5,000. Funding would come from either the Forestry Budget or the Riverdale Area Improvement Fund. Staff recommends if Council desires additional tree plantings, the project should be funded from the Riverdale Area Improvement Fund, Activity 780. This fund has been used in the past to finance other minor improvements along Main Street.

Attachments

Main Street and Shenandoah Blvd Ponding Map



Aerial Photo: Flown Spring 2011



Prepared by Anoka
County GIS Department

This is a compilation of records as they appear in the Anoka County Office affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.





City Council Regular

22.

Meeting Date: 01/17/2012

Subject: Tobacco Shop Sign Removal and Banner at Coon Rapids Boulevard and 111th Avenue

Submitted For: Steve Gatlin, Public Services Director

From: Cher Ridout, Admin Secretary II

INTRODUCTION

Under the Other Business section of the January 3, 2012 Council meeting, Council raised questions about the existing signage for the Tobacco Shop on the vacant property at Coon Rapids Boulevard and 111th Avenue. Questions were raised as to when the sign will be removed and why banners were placed on the existing sign.

DISCUSSION

This pylon sign was intended to be removed as part of the building demolition for the three small buildings along Coon Rapids Boulevard at 111th Avenue. These buildings included the former White Castle building, the Fantasy Gifts building, and the Tobacco Shop. However, at the time the buildings were demolished, it was determined that the sign could not be removed because the electrical system for the sign was connected to the same circuit that served the adult daycare building. The circuit could not be disconnected and abandoned until the adult daycare center was vacated. Now that the building is empty, the power has been removed by Xcel Energy and the sign can be removed. When the demolition contractor returns to the site to remove the adult daycare center building, the sign can be removed at that time. That is expected to occur within the next 4-6 weeks.

It appears that the Firestone business has placed a banner advertising the Firestone store around the existing pylon sign. Code enforcement staff will contact the Firestone store manager and ask that this banner be removed.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the Community Development and Redevelopment section of the City's long term strategic vision. Demolition of surrounding vacant buildings, including signs, is a part of the City's longer term community goal to provide a comprehensive community center in this area.

RECOMMENDATION

This item is being provided for informational purposes only. No additional action is necessary.

Fiscal Impact

BUDGET IMPACT:

Cost for removal of the sign is included in the existing bid for building demolition and will not involve any additional charges.
