



*Council Work Session - 6:15 p.m.  
HRA Meeting - Immediately Following Regular Meeting*

**CITY COUNCIL AGENDA**  
**Wednesday, February 8, 2012**  
**7:00 p.m.**  
**Coon Rapids City Center**  
**Council Chambers**

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**Open Mic/Public Comment**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Adopt Agenda**

**Approval of Minutes of Previous Meeting**

January 10, 2012, Executive Session  
January 17, 2012, Work Session  
January 17, 2012, Regular Meeting  
January 24, 2012, Work Session

**Consent Agenda**

1. Cons. Resolution 12-29 Appointing One Member to the Arts Commission
2. Statewide Health Improvement Program (SHIP) Grant Funding:
  - a. Approve the Statewide Health Improvement Program Letter of Agreement
  - b. Cons. Resolution No. 12-35 Accepting SHIP Grant Funds for City Active Transportation Planning
3. Local Trail Connection Grants from the Department of Natural Resources:
  - a. Cons. Resolution 12-33 Accepting the Grant for the Ped-Tunnel on Main Street
  - b. Cons. Resolution 12-34 Accepting the Grant for the Trail on Main Street Near Coon Creek
4. Authorize Final Payment for Project 11-6, Xeon Street Watermain Lining
5. Authorize Final Payment for Project 08-20, Bunker Hills Clubhouse, C-09 Lumber, Trusses, Windows
6. Authorize Final Payment for Project 08-20, Bunker Hills Clubhouse, C-21 Painting and Coatings
7. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 5A Structural Steel/Joists/Deck
8. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 3B/4A Building Cast-in-Place Concrete/Unit Masonry

9. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 6A Carpentry and Specialities
10. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 9D Painting
11. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 23A HVAC and Controls System
12. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 7B Metal Panels and Roofing
13. Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 22A Plumbing and Piping Systems
14. Cons. Resolution 12-37 Calling an Additional Regular Meeting

### **Public Hearing**

15. Street Reconstruction on 9th Avenue, Project 12-6:
  - a. Public Hearing and Assessment Hearing, 7:00 p.m.
  - b. Cons. Resolution Ordering the Improvement
16. Miscellaneous Assessments 2012(1):
  - a. Hold Assessment Hearing
  - b. Cons. Resolution 12-30 Adopting 2012 (1) Miscellaneous Special Assessments (Unopposed One Year)
  - c. Cons. Resolution 12-31 Adopting 2012 (1) Miscellaneous Special Assessments (Unopposed Three Year)
  - d. Cons. Resolution 12-32 Adopting 2012 (1) Miscellaneous Special Assessments (Unopposed Five Year)

### **Old Business**

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

### **New Business**

18. Cons. Resolution Approving Plans and Specs and Order Advertisement for Bids, 2012 Street Maintenance Program, Project 12-5
19. Cons. Resolution Approving Plans and Specs and Order Advertisement for Bids, 2012 Sanitary Sewer Relining Program, Project 12-8
20. Approve Consulting Contract with Brauer and Associates for Parks, Open Space, and Trail System Master Plan Update, Project 11-31
21. Approve Third Amendment to the Lease Agreement with Potluck Catering d/b/a Town and Country Catering
22. Reader-Board Sign at Lions Coon Creek Park:
  - a. Cons. Resolution 12-39 Amending the 2012 Park Improvement Fund Budget
  - b. Authorize Purchase of Electronic Reader-Board Sign from Signcrafters
23. Purchase of a Replacement Binding Machine:
  - a. Cons. Resolution 12-36 Amending the 2012 Budget to Reappropriate Funds to Purchase
  - b. Authorize Purchase of the Akiles CombMac-24E Comb Binding System

### **Other Business**

**Adjourn**



**City Council Regular**

**Meeting Date:** 02/08/2012

**SUBJECT:**

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**Attachments**

1-10-12 Work Session

1-17-12 Work Session

1-17-12 Council Meeting

1-24-12 Work Session

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## UNAPPROVED

### COON RAPIDS CITY COUNCIL WORK SESSION OF JANUARY 10, 2012

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A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe at 6:30 p.m. on January 10, 2012, in Conference Room #1.

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

Members Absent: None

Staff Present: City Manager Matt Fulton

### CALL TO ORDER

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Mayor Howe called the work session to order at 6:30 p.m.

### IPAD REVIEW

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Councilmembers Scott Schulte and Jerry Koch shared tips on the use of iPads and iAnnotate for use in viewing and annotating Council agenda packets.

### CITY MANAGER ANNUAL PERFORMANCE REVIEW

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Pursuant to Minnesota Statute 13D.05, subd. 3(a), Mayor Howe closed the regular work session at 7:30 p.m. in order for the City Council to meet in executive session to discuss the City Manager's Performance Review.

### OTHER

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There was no other business.

### ADJOURN

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MOTION TO ADJOURN THE EXECUTIVE SESSION AT 8:45 P.M. THE MOTION PASSED UNANIMOUSLY.

Respectfully submitted,

Matt Fulton  
City Manager

## UNAPPROVED

### COON RAPIDS CITY COUNCIL WORK SESSION OF JANUARY 17, 2012

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, January 17, 2012, at 6:15 p.m. in Conference Room #1 at Coon Rapids City Hall.

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

Members Absent: Councilmember Denise Klint

Staff Present: City Manager Matt Fulton, Golf Director Tim Anderson, City Attorney Stoney Hiljus, Finance Director Sharon Legg, City Clerk Cathy Sorensen

Others Present: Jason Hines, The Harvest Grill

### CALL TO ORDER

Mayor Howe called the work session to order at 6:15 p.m.

### DISCUSSION OF SECOND AMENDMENT TO THE HARVEST GRILL LEASE AT BUNKER HILLS GOLF CLUB

City Manager Fulton reviewed the proposed Second Amendment to The Harvest Grill Lease. Mr. Fulton noted that 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.

Councilmember Sanders asked if this amendment outlines the same percentage of rent. Mr. Fulton said Mr. Hines has provided a \$100,000 personal guaranty so the City would receive that amount prior to terminating the lease. He noted that staff will be contracting with Bob Tinsley, Owner of Zelo's and Bacheo's, to help monitor The Harvest Grill's operations as we move forward.

Councilmember Koch inquired about any fiduciary duty concerns. Mr. Fulton said Mr. Tinsley will be working as our consultant.

City Attorney Stoney Hiljus further explained Mr. Tinsley's role in this matter, noting it avoids having the City being an integral part of the operations. He said Mr. Tinsley will monitor cash in/cash out without the need for expensive audit costs. Mr. Hiljus explained this process will help ensure that any excess funds received will be directed to pay off the amounts in arrears.

Mr. Fulton stated that Mr. Hines' projections show a loss of \$120,000 from January through April but by August should increase to even. He said the amendment outlines that if projections are better the City receives the additional funds. He noted the first \$50,000 will be applied towards last year first.

Mr. Hiljus said the base rent payment amount is based on projections from Mr. Hines. He said the original lease included a set amount but that 2012 includes varying amounts.

Mayor Howe inquired about the shortfall from the budget. Finance Director Sharon Legg stated staff completed a proforma and that when there is a deficit in the Golf Fund they borrow from other funds. She added that staff anticipates a better year in golf though than in the past due to the new Clubhouse and corresponding activities.

Councilmember Johnson inquired about loan interest, balance of the Facilities Fund, and if we'll get back our investment. Mr. Fulton said it depends; he noted another restaurant operation wouldn't have been less anyway, adding if we terminated the lease with The Harvest Grill we'd charge a new company to come in.

Councilmember Johnson asked that with a 10-year lease will we always be behind. Mr. Fulton replied we will catch up as time goes on.

Councilmember Sanders inquired about potential property tax implications. Mr. Fulton said there would be none. He noted that while we did write off base rent the golf course operations have exceeded our projections.

Mayor Howe asked if we would have experienced a loss anyway in the first year with a new golf operation and building. Mr. Fulton said we took best projections in The Harvest Grill, golf, and the PGA and rolled it into a bond, with the balance from golf revenue.

Councilmember Johnson asked if it is typical in catering to prepay for an event. Mr. Fulton said the \$45,000 deposits are currently being used for day-to-day operations.

Councilmember Johnson asked if the construction process is anticipated to be complete any sooner than scheduled. Mr. Fulton said the project will likely be longer than anticipated but noted staff may be approaching the County on some potential revenue sharing.

Mayor Howe requested more information on sales, investments, start-up costs and projections for 2012.

Councilmember Koch asked if we can negotiate for The Harvest Grill name. Mr. Fulton said we could but that would be difficult since Mr. Hines is currently working on opening two other locations. He noted the brand is a positive image for the City.

Mayor Howe suggested another work session be scheduled to further review the costs and projections prior to formal consideration of the third amendment February 8.

OTHER BUSINESS

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There was no other business.

ADJOURN

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Mayor Howe adjourned the work session at 6:56 p.m.

Respectfully submitted,

Cathy Sorensen  
City Clerk

## UNAPPROVED

### COON RAPIDS CITY COUNCIL MEETING MINUTES OF JANUARY 17, 2012

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#### OPEN MIC/PUBLIC COMMENT

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Dale Koch, 2020 127<sup>th</sup> Avenue NW, shared several concerns including censorship, freedom of speech, foreclosed homes, increased City taxes, and Coon Rapids Ice Center bonding costs.

#### CALL TO ORDER

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The second 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 17, 2012, in the Council Chambers.

#### PLEDGE OF ALLEGIANCE TO THE FLAG

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Mayor Howe led the Council in the Pledge of Allegiance.

#### ROLL CALL

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

Members Absent: Councilmember Denise Klint

#### ADOPT AGENDA

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MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

#### APPROVAL OF MINUTES OF PREVIOUS MEETINGS

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JANUARY 3, 2012, WORK SESSION  
JANUARY 3, 2012, COUNCIL MEETING

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MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER LARSON, FOR APPROVAL OF THE MINUTES OF THE JANUARY 3, 2012, WORK SESSION MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KOCH,

FOR APPROVAL OF THE MINUTES OF THE JANUARY 3, 2012, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

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. CONSIDER RESOLUTION NO. 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. CONSIDER RESOLUTION NO. 12-23 ACCEPTING A GRANT FROM BCA FOR INSTALLATION OF TCP3 AT STATE PROSECUTION AGENCIES AND AUTHORIZING EXECUTION OF JOINT POWERS AGREEMENT FORMALIZING THE AWARD
8. CONSIDER RESOLUTION NO. 12-28 APPROVING ADDITIONAL APPOINTMENTS AND DESIGNATIONS TO CITY COMMISSIONS
9. ACCEPT RESIGNATION OF CHARTER COMMISSION MEMBER MARY CAVEN

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

Councilmember Koch questioned if Consent Item 7 was between Douglas Johnson and the BCA or the City and the BCA. City Attorney Hiljus explained this item had a 25 year history, as Doug Johnson had been working with the City over the course of the past 25 years. He indicated Mr. Johnson has written a computer software program that assists with managing cases for the City of Coon Rapids.

Mayor Howe asked if the Council should further determine who has the intellectual property rights before proceeding with selling the software. City Attorney Hiljus indicated the program was written to meet the City's needs and the needs of other local municipalities. He stated the fees charged were minor and would assist with managing the software program.

Councilmember Johnson was in favor of the software program as it greatly benefited the City of Coon Rapids.

Councilmember Sanders expressed concern with the intellectual property rights for this program as Mr. Johnson was working for the City of Coon Rapids while the program was created. City Attorney Hiljus indicated the program was a concept that continued to evolve over time. The newest and

latest version has been specifically geared towards e-charging for the BCA. He anticipated that Mr. Johnson would be retiring in the near future and the product may be turned over to LOGIS for management. Future discussions would have to be held at that time.

Councilmember Schulte reviewed the additional appointments and designations for the City Commissions.

THE MOTION PASSED UNANIMOUSLY.

#### REPORTS ON PREVIOUS OPEN MIC

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##### 10. OPEN MIC REPORT – DALE KOCH, 2020-127<sup>TH</sup> AVENUE NW

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Mayor Howe presented a memorandum from Staff to Council stating Dale Koch, 2020 127<sup>th</sup> Avenue NW, appeared at Open Mic on January 3 questioning the construction of a garage at City Hall. A response was sent to Mr. Koch outlining the Police Departments use of a garage at City Hall.

##### 11. OPEN MIC REPORT – JERRY PIERCE, 12236 PARTRIDGE STREET NW

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Mayor Howe presented a memorandum from Staff to Council stating 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 Epiphany Church's long-time pastor Father Reiser.

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.

#### NEW BUSINESS

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12. STREET RECONSTRUCTION ON 9<sup>TH</sup> AVENUE – 115<sup>TH</sup> AVENUE TO OAKWOOD DRIVE – PROJECT 12-6:
- A. CONSIDER RESOLUTION ORDERING A PUBLIC HEARING
  - B. CONSIDER RESOLUTION DECLARING COST TO BE ASSESSED
  - C. CONSIDER RESOLUTION SETTING DATE FOR ASSESSMENT HEARING
-

City Engineer Vierzba presented a memorandum requesting the Council consider the City of Anoka is proposing to reconstruct several streets located south of Coon Rapids Boulevard which will include 9<sup>th</sup> 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.

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 9<sup>th</sup> Avenue within Coon Rapids. The area of benefit is described as follows—

- Lots 13-26, Block 2, Riverview Farm 2<sup>nd</sup> Addition
- Lots 3-4, Block 2, Don's 4<sup>th</sup> 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.

**MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-6(4) ORDERING A PUBLIC HEARING TO BE HELD ON FEBRUARY 8, 2012; ADOPT RESOLUTION NO. 12-6(10) DECLARING COST TO BE ASSESSED; AND ADOPT RESOLUTION NO. 12-6(11) SETTING DATE FOR ASSESSMENT HEARING-FEBRUARY 8, 2012. THE MOTION PASSED UNANIMOUSLY.**

13. 2012 STREET RECONSTRUCTION PROGRAM, RESIDENTIAL STREETS – PROJECT 12-1:
    - A. CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT
    - B. CONSIDER RESOLUTION ORDERING PREPARATION OF PLANS
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City Engineer Vierzba presented a memorandum to Council stating 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 85<sup>th</sup> Avenue and east of East River Road.(see map) Council is requested to order preparation of a feasibility report and order preparation of plans.

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.

**MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KOCH, TO ADOPT RESOLUTION NO. 12-1(3) ORDERING PREPARATION OF A FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 12-1(6) ORDERING PREPARATION OF PLANS.**

Councilmember Johnson indicated the streets within this project were 18-30+ years old and the City was working on its long-term strategic plan to keep the streets within Coon Rapids properly maintained.

**THE MOTION PASSED UNANIMOUSLY.**

14.    2012 STREET RECONSTRUCTION PROGRAM – COLLECTOR STREETS – PROJECT 12-2:
    - A.    CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT
    - B.    CONSIDER RESOLUTION ORDERING PREPARATION OF PLANS
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City Engineer Vierzba presented a memorandum to Council stating 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.

Four collector streets are proposed for reconstruction as follows--

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.

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-2(3) ORDERING PREPARATION OF A FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 12-2(6) ORDERING PREPARATION OF PLANS.

Councilmember Sanders asked if the streets within this project were State Aid streets. City Engineer Vierzba indicated these were City/State Aid Streets. He explained the property owners with driveways or access to these streets would be assessed for the reconstruction of the roadway.

Mayor Howe reviewed the condition of the proposed roadways noting each was 24-34 years old.

THE MOTION PASSED UNANIMOUSLY.

15.    2012 STREET RECONSTRUCTION PROGRAM – COLLECTOR STREETS – PROJECT 12-3:
    - A.     CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT
    - B.     CONSIDER RESOLUTION ORDERING PREPARATION OF PLANS
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City Engineer Vierzba presented a memorandum to Council stating 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.

Five collector streets are proposed for reconstruction as follows—

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.

**MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-3(3) ORDERING PREPARATION OF A FEASIBILITY REPORT; AND ADOPT RESOLUTION NO. 12-3(6) ORDERING PREPARATION OF PLANS. THE MOTION PASSED UNANIMOUSLY.**

**16. CONSIDER RESOLUTION ORDERING PREPARATION OF FEASIBILITY REPORT FOR STREET RECONSTRUCTION, 133<sup>RD</sup> AVENUE WEST OF HANSON BOULEVARD, PROJECT 12-4**

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City Engineer Vierzba presented a memorandum to Council stating 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.

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.

**MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-4(3) ORDERING PREPARATION OF A FEASIBILITY REPORT. THE MOTION PASSED UNANIMOUSLY.**

17.      **CONSIDER RESOLUTION NO. 12-26 ESTABLISHING BUNKER HILLS GOLF COURSE FEES AND CHARGES**

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Golf Pro/Manager Anderson presented a memorandum to Council reviewing 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.

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

Mayor Howe reviewed the rate changes noting the benefits of the membership card. He indicated the revenues from the simulators have boomed over the winter.

Golf Pro/Manager Anderson discussed the benefits for families of the Junior Program at the Bunker Hills golf course.

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION 12-26 ESTABLISHING BUNKER HILLS GOLF COURSE FEES AND CHARGES. THE MOTION PASSED UNANIMOUSLY.**

18.      **CONSIDER SECOND AMENDMENT TO THE HARVEST GRILL LEASE AT BUNKER HILLS GOLF CLUB**

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City Manager Fulton presented a memorandum requesting the Council 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.

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.

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO 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. THE MOTION PASSED UNANIMOUSLY.**

**19.      CONSIDER RESOLUTION NO. 12-27 ESTABLISHING THE CITY MANAGER’S 2012 SALARY**

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Assistant Human Resources Coordinator Pockington presented a memorandum to Council stating the City Council is being asked to adopt a resolution establishing the City Manager’s 2012 salary.

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.

**MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-27 ESTABLISHING THE CITY MANAGER’S 2012 SALARY. THE MOTION PASSED UNANIMOUSLY.**

**20.      CONSIDER INTRODUCTION OF ORDINANCE ESTABLISHING A STOP SIGN ON PARTRIDGE STREET AT QUINN STREET/121<sup>ST</sup> LANE**

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Public Services Director Gatlin presented a memorandum to Council stating Staff received a request for traffic control at the intersection of Partridge Street at Quinn Street/121<sup>st</sup> Lane. This request was forwarded to the Traffic Review Committee for review.

The Traffic Review Committee met in the field on December 19, 2011 to evaluate the intersection of Partridge Street and Quinn Street/121<sup>st</sup> Lane. It was determined that the curvature of Quinn Street creates limited visibility for vehicles traveling southbound on Partridge Street. Quinn Street/121<sup>st</sup> 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/121<sup>st</sup> 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.

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

#### **OTHER BUSINESS**

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#### **21.     ADDING TREES ON THE NORTH SIDE OF MAIN STREET AT SHENANDOAH BOULEVARD**

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Public Services Director Gatlin presented a memorandum to Council stating 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.

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.

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

Mayor Howe questioned if the County had been approached about assisting with the tree planting. Public Services Director Gatlin indicated he has not spoken directly with the County about a landscape replacement program.

Mayor Howe noted the Meetings in the Park spoke to this issue and the residents were in favor of replacing the trees lost along Main Street. He was in favor of proceeding with the tree plantings.

Councilmember Schulte asked how the Riverdale Area Improvement Fund was filled. Public Services Director Gatlin explained there were several fund sources from assessments, State Aid money and outside grants.

Councilmember Schulte was in favor of moving forward with the tree plantings.

Councilmember Johnson explained he was disappointed with the County's policy to remove trees but to replace. He recommended the Council move forward with the tree replacement.

Mayor Howe questioned the size of the trees that would be purchased. Public Services Director Gatlin indicated the price would increase as the tree size increased. He recommended the trees be four to six feet in height as this would allow for 20-30 hardwood trees to be purchased within the \$5,000 budget.

**MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO RECOMMEND \$5,000 BE APPROPRIATED FROM THE RIVERDALE AREA IMPROVEMENT FUND AND AUTHORIZE STAFF TO PROCEED WITH DEVELOPING A TREE PLANTING PLAN. THE MOTION PASSED UNANIMOUSLY.**

## 22. TOBACCO SHOP SIGN REMOVAL AND BANNER

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Public Services Director Gatlin presented a memorandum to Council stating 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 111<sup>th</sup> Avenue. Questions were raised as to when the sign will be removed and why banners were placed on the existing sign.

This pylon sign was intended to be removed as part of the building demolition for the three small buildings along Coon Rapids Boulevard at 111<sup>th</sup> 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.

Councilmember Johnson indicated the Sustainability Commission was doing great work on behalf of the City. He requested this group investigate how residents could best heat garages in the City.

Councilmember Schulte commented the Epiphany Knights of Columbus would have a Hot Dog and Chili Feed on Saturday, January 28<sup>th</sup> from 4:00-7:00 p.m.

Mayor Howe indicated additional Snow Flake Day Events would begin on January 28<sup>th</sup> as well. He encouraged the public to visit the CTN website or the Coon Rapids Herald for all the details.

Councilmember Schulte indicated on January 18<sup>th</sup>, the Rotary Club was sponsoring a Spaghetti Feed at the Coon Rapids High School from 5:00-7:00 p.m. This was a free event. Free-will donations would be accepted and all proceeds from the event would assist students with activity fees.

ADJOURN

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MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER LARSON,  
TO ADJOURN THE MEETING AT 7:41 P.M. THE MOTION PASSED UNANIMOUSLY.

\_\_\_\_\_  
Tim Howe, Mayor

ATTEST:

\_\_\_\_\_  
Cathy Sorensen, City Clerk

## UNAPPROVED

### COON RAPIDS CITY COUNCIL WORK SESSION OF JANUARY 24, 2012

A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Tuesday, January 24, 2012, at 6:30 p.m. in the Council Chambers 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, Assistant City Manager Matt Stemwedel, Police Chief Brad Wise, COPPS Terry Thomton

### CALL TO ORDER

Mayor Howe called the work session to order at 6:30 p.m.

#### 1. PROPOSED ORDINANCE ADDING CHAPTER 8-1500, PREPAYMENT FOR GASOLINE AND DIESEL FUEL

Mayor conducted an overview of the timeline of the proposed prepayment for gasoline and diesel fuel ordinance. He noted adoption of the ordinance was postponed December 6 to allow gas operators to propose solutions and alternatives. Mayor Howe stated the Council wants to weigh the benefit vs. impact on the service stations, adding they wish to work towards some type of solution.

Police Chief Brad Wise stated that on September 6, 2011, Council introduced an ordinance outlining revisions to the City Code within the Health, Safety and Sanitation chapter in order to prevent ongoing criminal activity at and in the proximity of Retail Fuel Businesses. The proposed ordinance was discussed further in a work session on October 11, then presented for adoption at the December 6, 2011, meeting. Adoption of the ordinance was postponed in order to allow the retail fuel business owners and operators an opportunity to present alternative proposals to address the City's concerns regarding this type of criminal activity. Those alternatives, if any, are expected to be presented to Council during this work session.

The Police Department has recognized an increasing burden on its resources in the form of theft reports regarding failure to pay for gasoline, "No Pays," at some of our retail fuel businesses. In 2009 theft reports for gas "No Pays" numbered 314. There were 492 of these theft reports in 2010 and 374 as of 09/01/2011. He stated one of five Part I crimes were fuel theft, and that 15.6% of gas thefts use stolen license plates. These numbers represent considerable expenditure of limited police resources and detract from proactive policing opportunities concerning other matters in the community.

An investigation into these "No Pays" reveals that frequently an offending vehicle is registered

to locations outside of Coon Rapids. This indicates that a criminal element has recognized the opportunity to enter our City and commit this crime at the handful of retail fuel businesses that do not require payment at the pump/pre-pay. In addition, many offending vehicles temporarily display license plates stolen from other vehicles to facilitate this theft of fuel. Unless the price of fuel dramatically drops these types of thefts are bound to increase.

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

Other cities have established similar ordinances with positive results. Staff shared a copy of the ordinance introduced in September as well as an amended version suggested by Councilmember Sanders during the December 6 discussion regarding exceptions.

Several individuals spoke regarding the proposed ordinance, outlining reasons both for and against. Discussion included making the proposal voluntary, costs associated with the change, penalizing the station owners instead of the individuals, and decreased sales within stores.

Mayor Howe thanked the audience for their comments and civil approach of speakers. He said this effort may help this issue move statewide. He noted the Council will be considering the adoption of the ordinance on February 21.

#### OTHER BUSINESS

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There was no other business.

#### ADJOURN

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Mayor Howe adjourned the work session at 8:45 p.m.

Respectfully submitted,

Cathy Sorensen  
City Clerk



**City Council Regular**

**1.**

**Meeting Date:** 02/08/2012

**Subject:** Arts Commission Appointment

**From:** Kris Linqvist, Deputy Clerk

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**INTRODUCTION**

The Arts Commission recommends the appointment of one new member to the Commission.

**DISCUSSION**

Jalai Laiel submitted an application for the Arts Commission and attended the December 20, 2011 and the January 17, 2012 Arts Commission meetings. After discussion with the applicant, the Arts Commission recommended Ms. Laiel's appointment to the Arts Commission with a term expiring December 31, 2014.

**ALIGNMENT WITH STRATEGIC VISION**

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

**RECOMMENDATION**

Staff recommends Council adopt Resolution 12-29 appointing Jalai Laiel to the Arts Commission with a term expiring December 31, 2014.

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**Attachments**

Res No 12-29

Application

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**RESOLUTION NO. 12-29**

**RESOLUTION APPROVING THE APPOINTMENT OF  
ONE MEMBER TO THE ARTS COMMISSION**

**WHEREAS,** five (5) vacancies currently exist on the Arts Commission; and

**WHEREAS,** one individual has expressed an interest in the Arts Commission; and

**WHEREAS,** the Commission recommends appointing Jalai Laiel to the Arts Commission;

**NOW THEREFORE, BE IT RESOLVED** that Jalai Laiel be appointed to the Arts  
Commission for a current three-year term to expire on December 31, 2014.

Adopted this 8<sup>th</sup> day of February, 2012, by the Coon Rapids City Council.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



CITY OF COON RAPIDS

ADVISORY COMMISSION APPLICATION FORM

(Please type or use black ink)

DATE: NOV. 17, 2011

NAME: JALAI LAIEL (S)

ADDRESS: \_\_\_\_\_, COON RAPIDS MN 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):

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

A) WORK EXPERIENCE: I AM A RESIDENT MANAGER AT \_\_\_\_\_  
I VE BEEN AN ARTIST FOR 12 YEARS IN THE AREAS OF GLASS BLOWING AND  
PORTRAIT PAINTING. MY WORK IS IN PRIVATE COLLECTIONS AND AT THE GUTHRIE THEATER.

B) CIVIC, PROFESSIONAL AND COMMUNITY ACTIVITIES: I AM A  
FOUNDING BOARD MEMBER OF THE MINNESOTA CENTER FOR GLASS ART. (MCGA)  
I HAVE BEEN A FEATURED ARTIST IN WOMENS INC. MAGAZINE 9/2011 ISSUE.

C) WHY DO YOU WANT TO BE ON AN ADVISORY COMMISSION:  
THOUGH I WORK FULL-TIME AS A MANAGER, I WOULD LIKE TO  
CONTINUE MY SUPPORT OF ARTS IN THE COMMUNITY & IN MY LIFE.

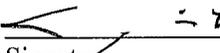
D) WHAT SKILLS, STRENGTHS OR ABILITIES DO YOU BELIEVE YOU WILL ADD TO THE COMMISSION?

FRESH IDEAS, ABILITY TO MANAGE

E) ADDITIONAL COMMENTS:

THIS WOULD BE A FIRST FOR ME, BUT I'D LIKE TO BE A PART OF IT.  
Feel free to google Jalai Lalai

REFERENCES (Optional)

Name	Address	Phone
Ri	Owner Salon Sa belle/current MCGA Board member	
A W	International Glass Artist / Former Employer	
Mi	FRIEND / MATHEMATICIAN / Former student OF MINE IN GLASS	
		11/17/11
Signature		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 Council Regular**

**2.**

**Meeting Date:** 02/08/2012

**Subject:** Statewide Health Improvement Program (SHIP) Grant Funding

**Submitted For:** Steve Gatlin, Public Services Director

**From:** Cher Ridout, Admin Secretary II

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**INTRODUCTION**

The Anoka County Community Health & Environmental Services (CHES) Department has received a SHIP grant, which aims to help Minnesotans live longer, healthier lives by reducing the burden of chronic diseases caused by poor nutrition, physical inactivity, and tobacco use. Council is asked to approve the Statewide Health Improvement Program Letter of Agreement with Anoka County and adopt a resolution accepting SHIP grant funding for development of policies and practices that enhance walkability, bikeability, and active transportation and improving access to recreation facilities throughout Coon Rapids.

**DISCUSSION**

On October 25, 2011, Mayor Howe and City Manager Fulton sent a letter supporting a Statewide Health Improvement Program (SHIP) grant and again authorizing the City to be a community partner in the SHIP program. As a part of its SHIP Grant Action Plan, Anoka County included activities associated with implementing policies and practices that result in development of strategies that improve active transportation in the City of Coon Rapids. Approving the Statewide Health Improvement Program Letter of Agreement with Anoka County would allow the City to be reimbursed up to \$18,000 for authorized planning activities.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Excellence in Government section of the City's vision by promoting and encouraging healthy lifestyle choices.

**RECOMMENDATION**

- a. Approve the Statewide Health Improvement Program Letter of Agreement with Anoka County for the period of January 1, 2012 through June 30, 2013.
- b. Adopt Resolution No. 12-35 Accepting SHIP Grant Funds for City Active Transportation Planning.

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**Fiscal Impact**

**BUDGET IMPACT:**

The \$18,000 grant will be used to offset design/administration costs to implement the program in 2012.

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**Attachments**

2012 SHIP Grant Agreement  
Resolution

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**STATEWIDE HEALTH IMPROVEMENT PROGRAM  
SUBCONTRACT AGREEMENT  
between  
ANOKA COUNTY  
AND  
THE CITY OF COON RAPIDS**

THIS AGREEMENT is entered into between **Anoka County through its Community Health & Environmental Services Department (Department)**, 2100 Third Avenue, Anoka, MN 55303-5041, and **the City of Coon Rapids (Coon Rapids)**, 11155 Robinson Drive, Coon Rapids, MN 55433.

**RECITALS:**

- (1) As Grantee, Anoka County has accepted grant funds from, and entered into a Grant Agreement with, the Minnesota Department of Health based on Grantee's Work Plan.
- (2) Anoka County included grant activities associated with implementing policies and practices that create active communities.
- (3) Coon Rapids represents that it is qualified and willing to furnish these services.
- (4) Anoka County wishes to enter into an agreement with Coon Rapids for these services.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this agreement, Anoka County and Coon Rapids agree as follows:

**1. TERM**

- 1.1 This Agreement begins on January 1, 2012, and ends on June 30, 2013, unless earlier terminated as provided in Section 10. TERMINATION.

**2. SERVICES**

- 2.1 Coon Rapids agrees to have dedicated staff to work with the Department and provide services described in Attachment C according to the schedule set forth therein, unless otherwise modified and approved by the Department.
  - 2.1.1. Activities may be guided by input from the Community Leadership Team.
- 2.2 Coon Rapids acknowledges that Anoka County is subject to the terms of the Minnesota Department of Health Statewide Health Improvement Program (SHIP) Grant Project Agreement (Attachment D), which terms relate to the activities that are funded by this agreement.
  - 2.2.1 Coon Rapids agrees to assist Anoka County with any documentation and reporting necessary to comply with the terms in the SHIP Grant Project Agreement.
  - 2.2.2 Coon Rapids agrees to comply with applicable terms in the SHIP Grant Project Agreement.
- 2.3 Coon Rapids agrees to grant Anoka County and the State of Minnesota the right to make, have made, reproduce, modify, distribute, perform or otherwise use the materials (as described in the SHIP Grant Project Agreement and Master Grant Contract for Community Health Boards) that are conceived or created by Coon Rapids under this Agreement.

**3. FUNDING**

- 3.1 The maximum funding available for services provided by Coon Rapids under this Agreement is \$18,000.
- 3.2 The cost of this Agreement is based upon a budget submitted by Coon Rapids and approved by the Department. A budget will be submitted for the 18 month period of this contract.
  - 3.2.1 Coon Rapids agrees to request the Department's written approval for any budget change, including any change in the line item budget, submitted by Coon Rapids to the Department.
  - 3.2.2 No more than 15% of the budget can be used for administrative costs.
- 3.3 Coon Rapids will submit monthly invoices to the Department based on actual expenses for services provided during that calendar month.
  - 3.3.1 Program invoices will be submitted no later than the 30<sup>th</sup> day of the following month the services were provided.
  - 3.3.2 Coon Rapids will use program invoices in a format approved by the Department.
- 3.4 Within 30 days after receiving a properly completed invoice, Anoka County will pay Coon Rapids in the manner provided by law for paying claims against Anoka County.
  - 3.4.1 If Anoka County receives an improperly completed invoice, Anoka County will notify Coon Rapids within 5 days and Coon Rapids will submit a corrected invoice promptly.
- 3.5 Coon Rapids will submit the invoices to Anoka County Community Health & Environmental Services Department, 2100 Third Avenue, STE 600, Anoka, MN 55303-5041.
  - 3.5.1 Anoka County may withhold reimbursement until Coon Rapids submits all necessary or requested reports to Anoka County.
- 3.6 Anoka County may modify amounts under this agreement based upon actual expenditures and subject to the review and recommendations by the Department.
- 3.7 Coon Rapids will repay Anoka County for any funds not expended on permitted activities under this Agreement.
  - 3.7.1 Coon Rapids and Anoka County will agree on repayment arrangements that are reasonable.
  - 3.7.2 Any costs submitted in Coon Rapids's documentation that are not for permitted activities under this Agreement cannot be honored by Anoka County as an acceptable funding expenditure.

**4. STANDARDS AND ASSURANCES**

- 4.1 Coon Rapids agrees to the provisions set forth in Attachment A – the Community Health Standards Assurances and Certifications.
  - 4.1.1 References to Contractor in Attachment A and Attachment B are understood to be references to Coon Rapids.

**5. AUDIT AND RECORDS RETENTION**

- 5.1 Coon Rapids agrees that its records, documents, accounting procedures and practices, and other papers relevant to this agreement are subject to examination, duplication, transcription, and audit by Anoka County, Legislative or State Auditor under Minn. Stat. § 16B.06, subd. 4, and MHFA.
- 5.2 Coon Rapids agrees to maintain required records for at least 6 years after it receives final payment or this Agreement terminates, whichever is later.

**6. INDEMNIFICATION**

- 6.1 Coon Rapids agrees to hold harmless, indemnify, and defend Anoka County, its commissioners, officers, agents, and employees against any and all claims, expenses, (including attorneys fees), losses, damages, or lawsuits for damages, arising from or related to performing or failing to perform activities under this agreement, including but not limited to the negligence of Subgrantee.
- 6.2 Section 5. INDEMNIFICATION provisions do not independently create liability as to any third party.
  - 6.2.1 These provisions are intended to protect Anoka County from any liability related to activities performed by Coon Rapids under this Agreement.
- 6.3 Nothing in this Agreement waives any limitation on liability provided by Minn. Stat. Chap. 466 or Minn. Stat. §§ 3.732 et seq. or any other applicable law.

**7. INSURANCE**

- 7.1 Coon Rapids agrees that, at all times during this Agreement in order to protect itself as well as Anoka County under Section 6. INDEMNIFICATION, it will have and keep in force the insurance, and will comply with the terms and conditions, specified in Attachment B.
  - 7.1.1 Anoka County may withhold payment until Coon Rapids supplies the certificate(s) required in Attachment B.
  - 7.1.2 Coon Rapids needs to provide Anoka County with renewal certificate(s) at least 30 days before coverage expires.

**8. SUBCONTRACTING AND ASSIGNMENTS**

- 8.1 Coon Rapids cannot subcontract unless Anoka County gives written approval.
  - 8.1.1 Any subcontractor is subject to, and must meet, all agreement requirements.
  - 8.1.2 Anoka County may give its approval subject to any conditions that it deems necessary.
- 8.2 Coon Rapids is responsible for all its subcontractors performance.
- 8.3 Coon Rapids cannot assign any interest in this agreement without Anoka County's written approval.

**9. MODIFICATIONS**

9.1 To alter, modify, or amend this agreement, the parties must agree in writing signed by their authorized representative(s).

9.1.1 An interpretation that is not viewed as material by the parties does not require signatures.

9.2 Anoka County contract manager must give prior written approval for any modification to this Agreement that would modify either the Work Plan or budget.

**10. TERMINATION**

10.1 This Agreement will terminate upon at least 30 days written notice specifying the termination date, given by either party, with or without cause.

10.2 If the Minnesota Department of Health terminates funding used for this Agreement, Anoka County may terminate this Agreement immediately upon written notice delivered to Coon Rapids.

10.3 Anoka County may terminate this Agreement immediately upon written notice delivered to Coon Rapids for a material breach.

10.3.1 A violation of any pertinent statute, ordinance, rule, or regulation by Coon Rapids constitutes a material breach.

10.3.2 Failure by Coon Rapids (including any employee or agent) to abide by any term, condition, or requirement in this Agreement constitutes a material breach if not corrected by Coon Rapids upon receiving notice of deficiency and request for compliance from Anoka County.

10.3.3 If Coon Rapids materially breaches this Agreement, Anoka County may recover from Coon Rapids any damages sustained by Anoka County that directly or consequently arise from Coon Rapids's breach.

10.4 Indemnity, Audit and other affirmative obligations, such as records retention and data practices provisions, survive this Agreement's termination.

**11. NOTICE**

11.1 Notice is to be given in writing, directed to Coon Rapids or to Laurel Hoff, Public Health Nursing Director, at the address stated above, and either sent by mail or delivered in person.

11.2 When notice is served by mail, it is deemed received 3 days after mailing.

**12. ENTIRE AGREEMENT**

12.1 The parties' entire agreement is contained in this document.

12.2 This Agreement supersedes all oral agreements and negotiations by the parties relating to its subject matter.

12.3 All items referred to in this agreement are incorporated or attached and deemed to be part of the agreement.

Coon Rapids having signed this agreement, and the Anoka County Board of Commissioners having approved this subcontract on December 13, 2011, and the proper County officials having signed this agreement, the parties agree to be bound by its provisions.

**ANOKA COUNTY**

**City of Coon Rapids**

By: \_\_\_\_\_  
Rhonda Sivarajah, Chair  
Anoka County Board of Commissioners

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

Print Name: \_\_\_\_\_

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

Federal Tax  
Identification #: \_\_\_\_\_

By: \_\_\_\_\_  
Jerry Soma  
County Administrator

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant Anoka County Attorney

## ATTACHMENT A

### COMMUNITY HEALTH STANDARD ASSURANCES AND CERTIFICATIONS

#### I. NON-DISCRIMINATION

- A. Anoka County is an Affirmative Action/Equal Opportunity Employer. In accordance with Anoka County policies and applicable federal and state laws against discrimination, Contractor will not illegally exclude any person from full employment rights or participation in any program, service or activity or deny the benefits of, or otherwise subject any person to discrimination under, any program, service or activity.
- B. While performing the Contract, Contractor will not illegally discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, marital status, public assistance status, disability, sexual orientation, or age.
- C. Contractor will comply with any applicable federal or state law regarding non-discrimination, including the following laws that may be applicable: The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. §2000e, et seq., which prohibits discrimination in employment because of race, color, religion, sex or national origin; Executive Order 11246, as amended, which prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin, and supplemented with regulations at 41 C.F.R. pt. 60; The Rehabilitation Act of 1973, as amended 29 U.S.C. §701, et seq., and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act, which prohibits discrimination against qualified handicapped persons in the access to or participation in federally funded services or employment; The Age Discrimination in Employment Act of 1967, as amended, and Minn. Stat. §181.81, which generally prohibit discrimination because of age; The Equal Pay Act of 1963, as amended, 29 U.S.C. §206, which provides that an employer may not discriminate based on sex by paying employees of different sexes differently for the same work; Minn. Stat. Chap. 363, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, public assistance status, disability, sexual orientation, or age; Minn. Stat. §181.59, which prohibits discrimination against any person by reason of race, color, or creed in any state or political subdivision contract for materials, supplies or construction; and The Americans with Disabilities Act of 1990, which generally prohibits discrimination based on disability.
- D. If the Contract is for more than \$100,000.00 and Contractor has employed more than 40 full-time employees during the previous twelve months, Contractor **certifies** by signing the Contract that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minn. Stat. § 363.073.
- E. No funds received under the Contract will be used to provide religious or sectarian training or services.

#### II. DATA PRACTICES

- A. Data collected, created, received, maintained, disseminated, or used for any purpose while Contractor is providing services under the Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, and rules adopted to implement the Act as well as other state and federal laws on data privacy.
- B. As to services provided pursuant to his Contract, Contractor agrees to comply with the statutes and rules, currently in effect and as amended, as if it were a governmental entity; pursuant to Minn. Stat. § 13.05, subd. 11, all remedies set forth in Minn. Stat. §13.08 may apply to Contractor.
- C. When required because services are being provided under a Minnesota Department of Human Services (DHS) program, the person identified in the Contract to receive notice is also designated responsible authority for data under Minn. Stat. §13.46, subd. 10(a)(4) unless someone else is expressly identified in the Contract.
- D. When services are funded under a DHS program, Contractor may access welfare data on individuals when necessary for program purposes to provide services under the Contract as permitted by law.
- E. When services are funded under a DHS program, Contractor will allow access to data to a responsible authority in the welfare system when access is necessary for administrating and managing programs as permitted by law or as authorized or required by state or federal law.
- F. Contractor is not required under the Contract to provide public data to the public if that same data is available from Anoka County.

### III. RECORDS AUDIT/RETENTION

- A. Contractor agrees that its bonds, records, documents, accounting procedures and practices, and other papers relevant to the Contract are subject to examination, duplication, transcription, and audit by Anoka County, DHS (if services are funded under a DHS program), Legislative or State Auditor pursuant to Minn. Stat. § 16C.05, subd. 5, and U.S. Department of Health and Human Services; these documents are subject to review by the U.S. Comptroller General, or a duly authorized representative, if federal funds are used for work under the Contract.
- B. Contractor agrees to maintain these documents for 6 years from the last date services were provided or payment made, or longer if an audit in progress requires a longer retention period.
- C. If services are funded under a DHS program, Contractor agrees to comply with applicable DHS policies regarding social services recording and monitoring procedures as defined and described in the DHS rules and manuals.

### IV. WORKER HEALTH, SAFETY, AND TRAINING

Contractor is solely responsible for the health and safety of its employees and agents while they are performing work under the Contract and will ensure that personnel are properly trained and supervised and, when applicable, licensed or certified appropriate to the tasks engaged in under the Contract; Contractor will comply with the "Occupational Safety and Health Act" and the "Employee Right to Know Act," Minn. Stat. §§ 182.65 *et seq.*, where applicable.

### V. FAIR HEARING / GRIEVANCE PROCEDURE

- A. If services are funded under a DHS program, Contractor will assist the County in complying with Minn. Stat. § 256.045, Administrative and Judicial Review of Human Services Matters.
- B. Contractor agrees to have a grievance procedure for individuals receiving services under the Contract.

### VI. MANDATORY REPORTING

Contractor will comply with Minn. Stat. § 626.556, Reporting of Maltreatment of Minors, and Minn. Stat. §§ 626.557 *et seq.*, Reporting of Maltreatment of Vulnerable Adults, and any rules promulgated to implement the statutes.

### VII. BACKGROUND CHECKS

- A. Contractor will comply with requirements in Minn. Stat. § 144A.46 and Minn. Stat. § 144.057 related to background studies for employees, contractors, and volunteers.
- B. Contractor agrees that a person employed by Contractor who is disqualified under Minn. Stat. § 144.057 and not considered granted reconsideration of the disqualification by the Commissioner of Health will not be allowed to work in a position that requires direct contact with, or access to, Eligible Recipients.

### VIII. MEDICAL ASSISTANCE SERVICE PROVIDER

If applicable, Contractor will enroll as a Medical Assistance service provider and obtain any needed physician's recommendation for treatment for all Medical Assistance eligible recipients.

### IX. SERVICE PERFORMANCE

- A. When services are funded under a DHS program, Contractor will provide Purchased Services in the amount, frequency, and duration specified in an Eligible Recipient's individual service plan [ISP], and will direct services toward achieving the goals and objectives specified in the ISP.
- B. Contractor must give the Eligible Recipient and county agency written notice before terminating Purchased Services to an Eligible Recipient.
- C. Contractor agrees to comply with applicable federal and state laws, rules and regulations, as well as local ordinances that are in effect while providing Purchased Services.

- D. Except as otherwise specified in the Contract, Contractor will maintain control with respect to the methods, times, means and personnel used in providing Purchased Services.
- E. Contractor **certifies** that: services to be provided under this Contract are not otherwise available without cost to Eligible Recipients; payment claims for Purchased Services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of service; rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

**X. FINAL PAYMENT**

- A. Under Minn. Stat. § 270C.66, final payment may be withheld until Contractor furnishes Anoka County with proof that all outstanding withholding taxes, penalties and interest are paid.
- B. Anoka County may require proof in the form of a certificate issued by the Commissioner of Revenue.

**XI. INDEPENDENT CONTRACTOR**

- A. Contractor is, and will remain, an independent contractor with respect to all services performed under the Contract.
- B. Nothing in the Contract creates or establishes a co-partner relationship between Anoka County and Contractor or makes Contractor an agent, representative, or employee of Anoka County for any purpose.
- C. No benefits available to Anoka County employees will accrue to Contractor or Contractor's employees or agents performing services under the Contract.

**XII. MINNESOTA LAW**

- A. Minnesota laws govern all questions related to the Contract.
- B. The parties will venue any proceedings related to the Contract in the Anoka County District Court, State of Minnesota.

**XIII. SUBCONTRACTORS**

Under Minn. Stat. § 471.425, Contractor must pay any subcontractor for undisputed services provided by the subcontractor within 10 days after Contractor receives payment for services; Contractor agrees to pay interest as provided in Minn. Stat. § 471.425 on any undisputed amount not paid on time.

**XIV. EXCLUDED MEDICAL ASSISTANCE PROVIDERS**

By signing the Contract, Contractor **certifies** that it is not an excluded vendor under § 2005(b)(9) of Title XX of the Social Security Act.

**XV. DHS THIRD-PARTY BENEFICIARY**

- A. When relevant, Contractor understands and agrees that DHS is a third-party beneficiary and an affected party under the Contract pursuant to Minn. Stat. § 245.466, Minn. R. pt. 9525.1870, or a similar legal requirement.
- B. Contractor agrees that DHS, as well as Anoka County, has standing to and may take any appropriate administrative action or sue Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages or specific performance of all or any part of the Contract between Anoka County and Contractor.
- C. Contractor specifically acknowledges that Anoka County and DHS are entitled to, and may recover from Contractor, reasonable attorneys' fees and costs and disbursements associated with an action taken under this provision that is successfully maintained.
- D. This provision will not be construed to limit the rights of any party to the Contract or any other third-party beneficiary, nor will it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

E. Subcontracts will have the same or similar language acknowledging that DHS is a third party beneficiary.

#### **XVI. PREVAILING WAGE**

Contractor will assure that any worker hired to provide services funded under the Contract who falls within any job classification established and published by the Minnesota Department of Labor & Industry will be paid, at a minimum, the prevailing wage rate as certified by that Department.

#### **XVII. SINGLE AUDIT ACT**

If applicable, CONTRACTOR will comply with the Single Audit Act of 1984 (Public Law 98-502) as amended (31 U.S.C. chap 75) and OMB Circular A-128 (or A-133 or A-110 as applicable).

#### **XVIII. HIPAA COMPLIANCE**

CONTRACTOR agrees to comply with all applicable requirements in the regulations adopted under the Health Insurance Portability and Accountability Act (HIPAA), including specifically the privacy regulations in 45 C.F.R. Parts 160 and 164.

#### **XIX. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

Federal regulation (45 C.F.R. § 92.35) prohibits Anoka County from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Also Minn. Stat. § 16C.03 provides the Minnesota Commissioner of Administration with the authority to debar and suspend vendors. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process that they have abused the public trust in a serious manner.

By signing this Contract, Contractor **certifies** that it and its principals\* and employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with the federal, state or local governmental department or agency; and
- b. Have not within a 3 year period preceding this contract:
  1. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
  2. violated any federal or state antitrust statutes; or
  3. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
  1. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
  2. violating any federal or state antitrust statutes; or
  3. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above.

By signing this Contract, Contractor **certifies** that it and its principals\* and employees shall immediately give written notice to Anoka County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local) transaction or contract; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\*A Principals for purposes of the certifications means: officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

**ATTACHMENT B**  
**ANOKA COUNTY HUMAN SERVICES INSURANCE REQUIREMENTS**

**HS Form A**

Anoka County does not represent that required coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits will not be deemed as a limitation on Contractor's liability to Anoka County in this contract.

**1. Minimum Scope of Insurance:** Coverage shall be at least as broad as follows:

- 1.1 **General Liability Insurance** - CGL coverage will be written on ISO occurrence form CG 00 01 98 (or substitute form providing equivalent coverage). Anoka County will accept claims made form (CG 00 02, or substitute form providing equivalent coverage), if the retroactive date is prior to the start of the contract date and the contractor agrees to maintain coverage or purchase an extended reporting period for at least two years following the completion of work. The Contractor shall include all subcontractors as insured under its policies or furnish separate certificates for each subcontractor where applicable. Subcontractors shall be subject to the same insurance requirements as stated herein for the Contractor. If Contractor's liability policies do not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide-cross liability coverage.

Unless the Department agrees in writing to waive the additional insured requirement, Anoka County will be included as additional insured under CGL, using ISO additional insured endorsement CG 20 26 or substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance will apply as primary insurance with respects to any other insurance or self-insurance program afforded to Anoka County. There will be no endorsement or modification of CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro-rata, the policy will be endorsed to be primary with respect to the additional insured. Anoka County must be identified as the Certificate Holder on the certificate of insurance.

- 1.2 **Business Automobile Liability** - coverage will cover liability arising out of any auto (including owned, hired, and non-owned autos).
- 1.3 **Workers' Compensation** – Workers' Compensation and Employers Liability as required by the State of Minnesota.
- 1.4 **Professional Liability or Errors and Omissions Insurance** - appropriate for the profession.

**2. Minimum Limits of Insurance:** Limits will be **NO LESS THAN:**

- 2.1 Commercial General Liability (CGL) and, if necessary, combined with Commercial Umbrella Liability: \$1,500,000 each occurrence. If CGL insurance contains a general aggregate limit, it shall apply separately to this project.
- 2.2 Business Automobile Liability and, if necessary, combined with Commercial Umbrella Liability: \$1,500,000 each accident for bodily injury and property damage.
- 2.3 Employers Liability: As required by the State of Minnesota
- 2.4 Professional Liability or Errors and Omissions: \$1,500,000 per occurrence.

**3. Other Insurance Provisions**

- 3.1 All certificates of insurance will provide for 30 days' written notice to Anoka County prior to cancellation of any insurance.
- 3.2 Failure of Anoka County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 3.3 In the event of dispute or claim, Contractor will provide certified copies of all insurance policies required above within 10 days of Anoka County's written request for said copies. If Contractor fails to maintain required insurance as set forth above, Anoka County will have right, but not the obligation, to purchase said insurance at contractor's expense or terminate this contract.

Strategy Work Plan Table

Deliverables	Associated Milestones	Completion Dates (for Quarters 1-6)					
		Q1 Jan-March 2012	Q2 April-June 2012	Q3 July-Sept 2012	Q4 Oct-Dec 2012	Q5 Jan-March 2013	Q6 April-June 2013
Develop, implement and evaluate active community planning and design policies & best practices	Recruit, engage and collaborate with an Active Living Advisory Group with diverse community partners and stakeholders in each community	Jan 2012					
	Develop and implement active community action plans	Jan 2012					
	Conduct a community environmental assessment of non-motorized transportation policies, practices, and facilities as needed to identify priority areas	March 2012					
	Review existing community planning documents: comprehensive plans, zoning codes, ordinances, and master plans, pedestrian, bicycle and multimodal plans and provide recommendations for updates	March 2012					
	Identify upcoming transportation and land use projects	March 2012					
	Conduct walkable community workshops as needed		April 2012 - Sept 2012				
	Provide resources that support active transportation and increase non-motorized access to destinations for active living healthy community and walkability/bikeability planning, policy, and/or best practices development			July - Dec. 2012			
	Update or develop new community pedestrian, bicycling, and multimodal transportation plans					April 2012 - June 2013 <i>ongoing</i>	



Implement strategic promotional activities including marketing initiatives to increase community knowledge of multimodal transportation and strategies to promote active living with high-risk populations	Update or develop design plans for non-motorized transportation infrastructure projects		April 2012 - June 2013 <i>ongoing</i>
	Identify, prepare and submit funding proposals for non-motorized transportation infrastructure projects		April 2012 - June 2013 <i>ongoing</i>
	Gather information and complete applications to gain Walk Friendly Community and Bicycle Friendly Community status		April 2012 - June 2013 <i>ongoing</i>
	Explore and/or develop a plan for bike share systems for the transit stations and hubs with community partners	March 2012	
	With partners assess and evaluate progress utilizing recommended MDH tools.		April 2012 - June 2013 <i>ongoing</i>
	Promote access to active transportation and healthy living resources i.e. marketing tool kit for the communities and schools		Jan - June 2013 <i>ongoing</i>
	Enhance wayfinding and directional signage and resources		April 2012- June 2013
	Analysis <i>Go Anoka County</i> inventory data and collect missing community information to fill the gaps	March 2012	
	Develop mobile application and other improvements for <i>Go Anoka County</i>		Dec 2012
	Evaluate function and use of <i>Go Anoka County</i>		Dec 2012 - May 2013
Identify, prepare and submit funding proposals for educational/promotional activities (i.e. bike share, etc.)		April 2012 -- June 2013 <i>ongoing</i>	

Deliverable = end-product such as a policy, systems or environmental change

Milestone = key signs of progress leading to the deliverable



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**Encumbrance Worksheet**  
(Attach to all contracts, grants, and amendments)

CH&ES

<b>Vendor Name:</b> Anoka County Community Health & Environmental Services	<b>Vendor Number:</b> 0000195348
<b>Address:</b> 2100 3rd Ave. – Suite 600	<b>Federal Employer I.D. or Social Security #:</b> 41-6005752
<b>City, State, Zip:</b> Anoka, MN 55303	<b>Minnesota Tax I.D. No. (if applicable):</b>

<b>Starting Fiscal Year:</b>	2012	<b>Total Amount of Agreement:</b>	\$ 800,034
<b>Start Date:</b>	January 1, 2012	<b>End Date:</b>	June 30, 2013

**Accounting Information**

Fiscal Year 1		2012-2013			
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
2360	H123 7000	H12191D			\$ 800,034
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Fiscal Year 2					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

Fiscal Year 3					
Fund	Dept ID	Appr ID	Project ID	Activity ID	Amount
	H123				\$
	H123				\$
	H123				\$
CFDA # (if Federal \$)					

**Financial Management Only**

<b>Authorized Signature for Encumbrance</b>	<i>[Signature]</i>	<b>Date</b>	12-13-11
<b>Contract Number</b>	29126	<b>Origin Code</b>	663
<b>Purchase Order Number</b>	3000004256	<b>Source Type</b>	
<b>Category Code</b>	84101501	<b>Account ID</b>	441302

NOTE: This page of the Agreement Contract contains confidential information and should not be reproduced or distributed externally without written permission from the Vendor. Internal circulation of this page should only be to individuals/offices signing this Agreement Contract and those that require access to the tax identification number.

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**Minnesota Department of Health  
Grant Project Agreement for Community Health Boards**

THIS GRANT PROJECT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and Anoka County CHB, an independent organization, not an employee of the State of Minnesota, 2100 3rd Ave. - Suite 600, Anoka, MN 55303 (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statute 144.0742 is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services;

WHEREAS, the STATE and the GRANTEE have entered into master grant contract number 12-700-00054 (hereinafter "MASTER GRANT CONTRACT") effective January 1, 2009;

WHEREAS, the STATE, pursuant to Minn. Stat. §145.986 is empowered to award Statewide Health Improvement Program (hereinafter "SHIP") grants to convene, coordinate, and implement evidence-based strategies targeted at reducing the percentage of Minnesotans who are obese or overweight and at reducing the use of tobacco; and

WHEREAS, the GRANTEE in partnership with is the designated Lead Agency with authority to execute the project administration, management, implementation and reporting responsibilities for the SHIP grant; and

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. INCORPORATION OF MASTER GRANT CONTRACT. Clauses II and IV through XV of the MASTER GRANT CONTRACT are hereby incorporated by reference into this project agreement. Whenever the phrase "this grant contract" is incorporated by reference, it shall be interpreted to mean "this project agreement."

II. GRANTEE'S DUTIES.

GRANTEE shall:

A. Comply with the following grant administration requirements:

General

1. Work with STATE staff to finalize GRANTEE's work plans and budgets. The revised budget and work plan must be approved by STATE by January 20, 2012 and are incorporated into this GRANT PROJECT AGREEMENT by reference.
2. Perform the activities approved in the work plan. GRANTEE is expected to contact the STATE if the GRANTEE encounters difficulties. If grant deliverables are not completed satisfactorily, the STATE has the authority to withhold and/or recover SHIP funds.
3. Designate or hire a full-time SHIP coordinator or equivalent.

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4. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
5. Participate in site visits from the STATE and all STATE-sponsored conference calls.
6. Participate in STATE-sponsored technical assistance calls, webinars and trainings.
7. Attend STATE-sponsored conferences, meetings and in-person trainings.
8. Participate with the STATE on evaluation, communications, hospital/community benefit work, health plan collaboration, and other collaborations to move the work of SHIP forward, as requested.

#### Financial

9. Adhere to the request and approval process set forth by the STATE in the Grantee Financial Reference Guide to be released by January 1, 2012.
10. Obtain prior approval from MDH for all subcontracts or mini-grants over \$5,000, significant changes in grant activities, changes of more than 25 percent to any budget line item, surveys and out-of-state travel.
11. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
12. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
13. Ensure that administrative costs are explained and justifiable.
14. Allocate 5-10% of overall funds for evaluation and designate a person to facilitate evaluation tasks. Evaluation funds may be used for staff time or in the form of an outside evaluation contractor.
15. Report to the STATE other funding sources, including grants from other sources, that are directed toward tobacco and obesity, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
16. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce tobacco use and exposure and prevent obesity, and/or replace discontinued funds from the STATE, the federal government, or another third party previously used to reduce tobacco use and exposure and prevent obesity. GRANTEE may not use SHIP funds to replace federal, state, local, or tribal funding GRANTEE currently uses to reduce tobacco use and exposure or prevent obesity (supplantation of funds).

#### Reporting

17. Submit completed progress and evaluation reports according to the schedule below. The STATE will provide guidance regarding the required content of the reports.
  - a. Interim report is due November 1, 2012 (for reporting period of January 1, 2012 – September 30, 2012)
  - b. Final report is due August 1, 2013 (for reporting period of October 1, 2012 – June 30, 2013)
18. Annually complete the Policy/System/Environmental Change section of the Planning and Performance Measurement Reporting System (PPMRS).
19. Provide grant-related information to the STATE upon request.

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Lobbying

20. Use no more than \$10,000 or five percent (whichever is less) of SHIP grant funds, including SHIP-funded staff time, in any grant year to influence the official action of a local governmental unit or tribal government regarding tobacco and obesity, either directly through communicating with elected officials or indirectly through urging the electorate or general public to communicate with elected officials.
    - a. Grantees may use other funding sources to influence an official action of a local governmental unit or tribal government regarding tobacco and obesity, in accordance with federal and state law, grantee policy, and funding restrictions, but must clearly document which activities are covered by which funding source.
    - b. Volunteers to the grantee who spend more than \$250 of their own funds in any year to influence an official action of a local governmental unit may need to register as a lobbyist under M.S. 10A.01, Subd. 21. Information about registration is available from the State Campaign Finance and Public Disclosure Board (651/296-5148 or 800/657-3889).
  21. Grantees may not use any SHIP grant funds to influence state legislation or administrative rules.
    - a. Grantees may use other funding sources to influence state legislation or administrative rules regarding tobacco and obesity, in accordance with federal and state law, grantee policy, and funding restrictions, but must clearly document the alternate funding source that covers the activity.
    - b. Volunteers to the grantee who spend more than \$250 of their own funds in any year to influence state legislation or administrative rules may need to register as a lobbyist under M.S. 10A.01, Subd. 21. Information about registration is available from the State Campaign Finance and Public Disclosure Board (651/296-5148 or 800/657-3889).
  22. Grantees may not use SHIP grant funds to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.
- B. Beginning on January 1, 2012, comply with the following SHIP implementation requirements:
1. Convene and sustain a diverse and representative Community Leadership Team.
  2. Convene Local Partnership groups as appropriate.
  3. Implement activities according to approved work plans and budgets.
  4. Conduct evaluation-related activities which are expected to include but not be limited to collecting evaluation data on strategies using standardized evaluation tools provided by the STATE, attending in-state evaluation trainings and technical assistance events, and writing and submitting reports required by the STATE.
  5. Implement evaluation-related activities for each strategy using standardized tools provided by the STATE.
  6. Ensure that communication pieces funded by SHIP, such as advertisements, signage, printed materials, and web sites, conform to the uniform communication standards provided by the STATE. These standards include visual cues, such as logos, graphics, colors, and fonts, as well as standardized terminology and key messages, to create a consistent look and message, and a SHIP "brand" across the state.

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III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by GRANTEE pursuant to this project agreement shall be paid by the STATE as follows:

1. Compensation. The total obligation of the STATE for all compensation and reimbursement to GRANTEE shall not exceed Eight hundred thousand thirty four dollars (\$800,034).
2. Matching Requirements. GRANTEE certifies that the following matching requirement, for the grant, will be met by GRANTEE: A local match of ten percent of the total funding allocation will be provided and documented.

B. Terms of Payment The STATE shall make payment as follows:

1. All financial transactions will be on a reimbursement basis only.
2. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S Authorized Representative pursuant to Clause V, except that the STATE reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified below.
3. Invoices shall be completed on a form prescribed by the STATE for each month and submitted within 45 days after the end of the month according to the following schedule:

<b>Month</b>	<b>Invoice Submission Date</b>
January 1, 2012 – January 31, 2012	March 15, 2012
February 1, 2012 – February 29, 2012	April 13, 2012
March 1, 2012 – March 31, 2012	May 15, 2012
April 1, 2012 – April 30, 2012	June 15, 2012
May 1, 2012 – May 31, 2012	July 13, 2012
June 1, 2012 – June 30, 2012	August 15, 2012
July 1, 2012 – July 31, 2012	September 15, 2012
August 1, 2012-August 30, 2012	October 15, 2012
September 1, 2012-September 30, 2012	November 15, 2012
October 1, 2012-October 31, 2011	December 15, 2012
November 1, 2012-November 30, 2012	January 15, 2013
December 1, 2012-December 31, 2012	February 15, 2013
January 1, 2013 – January 31, 2013	March 15, 2013
February 1, 2013 – February 28, 2013	April 15, 2013
March 1, 2013 – March 31, 2013	May 15, 2013
April 1, 2013 – April 30, 2013	June 15, 2013
May 1, 2013 – May 31, 2013	July 15, 2013
June 1, 2013 – June 30, 2013	August 15, 2013

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Grant Project Agreement Number 3000004256  
Between the Minnesota Department of Health and Anoka County CHB

IV. TERM OF AGREEMENT. This project agreement shall be effective on January 1, 2012, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, Section 16C.05, Subd. 2, whichever occurs later, and shall remain in effect until June 30, 2013, except for the requirements specified in this project agreement with completion dates which extend beyond the termination date specified in this sentence. GRANTEE understands that NO work should begin under this project agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE.

V. STATE'S AUTHORIZED REPRESENTATIVE. The STATE'S Authorized Representative for the purposes of administration of this project agreement is Rachel Cohen, Supervisor of Statewide Health Improvement Program, or his/her successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify continuing payment as outlined in Clause III, B. GRANTEE'S Authorized Representative for purposes of administration of this project agreement is Laurel Hoff or his/her successor. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions, and requirements of this project agreement.

VI. CANCELLATION.

- A. If the GRANTEE fails to comply with the provisions of this project agreement, the STATE may terminate this project agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.
- B. The STATE or GRANTEE may cancel this project agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party.
- C. Should this project agreement be terminated or canceled effective before June 30, 2013, the GRANTEE shall, within forty-five (45) days of the date of effective termination or cancellation, refund to the STATE all remaining unexpended monies received from the STATE under this project agreement.
- D. The STATE shall pay the GRANTEE for services satisfactorily performed pursuant to this project agreement before the effective date of termination or cancellation.

VII. AMENDED STATUTES, REGULATIONS AND RULES. As used in this project agreement, the term "Modified Law" means laws that become effective while this project agreement is in effect, including Minnesota and United States statutory amendments and new statutes, rule amendments and new rules in Minnesota Rules, and federal regulatory amendments and new federal regulations. Notwithstanding anything in clauses I through VI and VIII of this project agreement that conflicts with any Modified Law, GRANTEE agrees to comply with all Modified Law and GRANTEE understands and agrees that the STATE will comply with all Modified Law. The STATE will mail or deliver to GRANTEE a copy of all Modified Law affecting this project agreement. The STATE will make all reasonable efforts to mail or deliver to GRANTEE a copy of any Modified Law at least fifteen (15) days before it becomes effective.

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VIII. OTHER PROVISIONS:

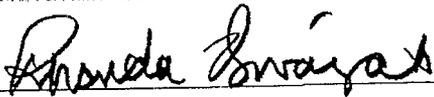
- A. Notwithstanding anything in clause I of this project agreement, clauses XV(B) through XV(I) of the MASTER GRANT CONTRACT shall not apply to this project agreement and shall not be incorporated by reference into this project agreement.

IN WITNESS WHEREOF, the parties have caused this project agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

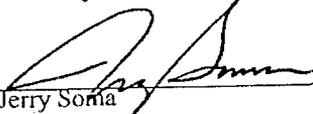
*The Grantee certifies that the appropriate persons(s) have executed the project agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: 

Title: Rhonda Sivarajah, Chair  
Board of Commissioners

Date: 12-14-11

Attest:

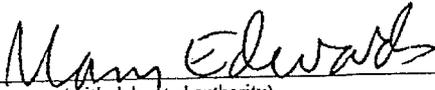
By: 

Title: Jerry Soma  
County Administrator

Date: 12-14-11

2. STATE AGENCY

*Project Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

By:   
(with delegated authority)

Title: Mary Edwards, Acctg. Supv., Fin. Mgmt.

Date: 12/21/11

Distribution:

Agency - Original (fully executed) Project Agreement  
Grantee  
State Authorized Representative

**RESOLUTION 12-35**

**RESOLUTION ACCEPTING SHIP GRANT FUNDS  
FOR CITY ACTIVE TRANSPORTATION PLANNING**

**WHEREAS**, the Minnesota Department of Health, via Anoka County, has implemented a Statewide Health Improvement Program (SHIP); and

**WHEREAS**, Anoka County Community Health and Environmental Services (CHES) Department has received a Statewide Health Improvement Program (SHIP) grant; and

**WHEREAS**, SHIP aims to help Minnesotans live longer, healthier lives by reducing the burden of chronic diseases caused by poor nutrition, physical inactivity, and tobacco use; and

**WHEREAS**, a priority of this grant is to work with Anoka County cities to implement a comprehensive active transportation planning program; and

**WHEREAS**, the City has been invited to be an employer partner in the SHIP; and

**WHEREAS**, a resolution is needed to accept grant funds.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coon Rapids, Minnesota that it hereby authorizes the City to accept SHIP grant funds through Anoka County up to \$18,000.

Adopted by the Coon Rapids City Council this 8<sup>th</sup> day of February, 2012.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**3.**

**Meeting Date:** 02/08/2012

**Subject:** Adopt Resolutions Accepting Local Trail Connection Grants From DNR

**From:** Doug Vierzba, City Engineer

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**INTRODUCTION**

The City has been notified that the DNR has approved two Local Trail Connection grants in the total amount of \$132,000. Council is requested to adopt two resolutions accepting the grants.

**DISCUSSION**

The letters of grant approval from the DNR were sent on December 20, 2011 and require the City to adopt a resolution accepting each grant. The City must enter into an agreement with the State in order to receive the funding. The grant agreement requires the City to pay at least 50% of the project cost and to maintain the trail improvement for no less than 20 years.

A. Main Street Pedestrian Tunnel

Council approved of the plan to have a ped-tunnel installed as part of the Main Street reconstruction project currently taking place. The tunnel will be located between Avocet Street and the Railroad tracks and will provide for future connection of trails in Wexford, Bunker Hills Park to the north, and to 121st Avenue to the south. The Main Street project will provide a trail along the south side of Main Street. The construction of Main Street and the tunnel will be completed this year. The grant amount is \$60,000.

B. Main Street Trail at Coon Creek

A paved trail is proposed to be constructed on the south side of Main Street from Coon Creek Boulevard, easterly to the existing trail recently completed by the County project on Main Street in 2011. This 1,400 feet of trail will include a small bridge over Coon Creek. This proposed trail will complete the trail system along the south side of Main Street from Anoka to Blaine, once the County's project on Main Street is completed later this year. The grant amount is \$72,000.

**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. These trail improvements will provide a much safer condition for bikers and pedestrians in the future.

**RECOMMENDATION**

It is recommended that Council adopt the following resolutions:

a. Resolution No. 12-33 accepting the grant for the ped-tunnel on Main Street

b. Resolution No. 12-34 accepting the grant for the trail on Main Street near Coon Creek

**BUDGET IMPACT:**

The estimated cost of the ped-tunnel is \$340,000 . The grant would provide \$60,000 and the balance would be taken from State Aid funds. The estimated cost of the Main Street trail at Coon Creek is \$150,000. The grant will provide \$72,000 and the balance would be paid from trail construction funds in the 2012 Budget—Activity 794-Park Construction Fund.

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**Attachments**

DNR Grant Main Street Tunnel Map

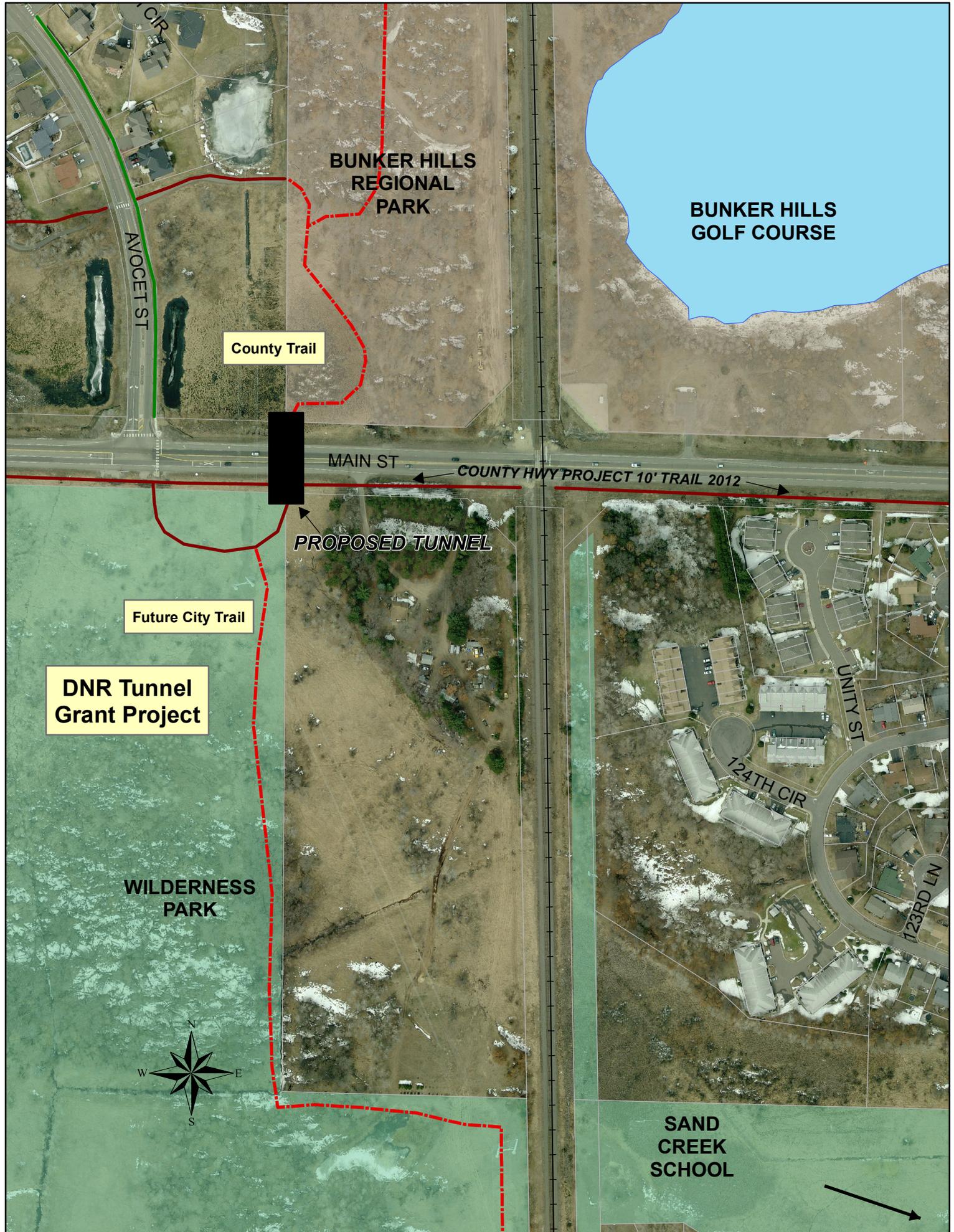
DNR Grant Main Street/Coon Creek Trail Map

Resolution No. 12-33

Resolution No. 12-34

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**BUNKER HILLS  
REGIONAL  
PARK**

**BUNKER HILLS  
GOLF COURSE**

**County Trail**

AVOCET ST

MAIN ST

COUNTY HWY PROJECT 10' TRAIL 2012

*PROPOSED TUNNEL*

**Future City Trail**

**DNR Tunnel  
Grant Project**

**WILDERNESS  
PARK**

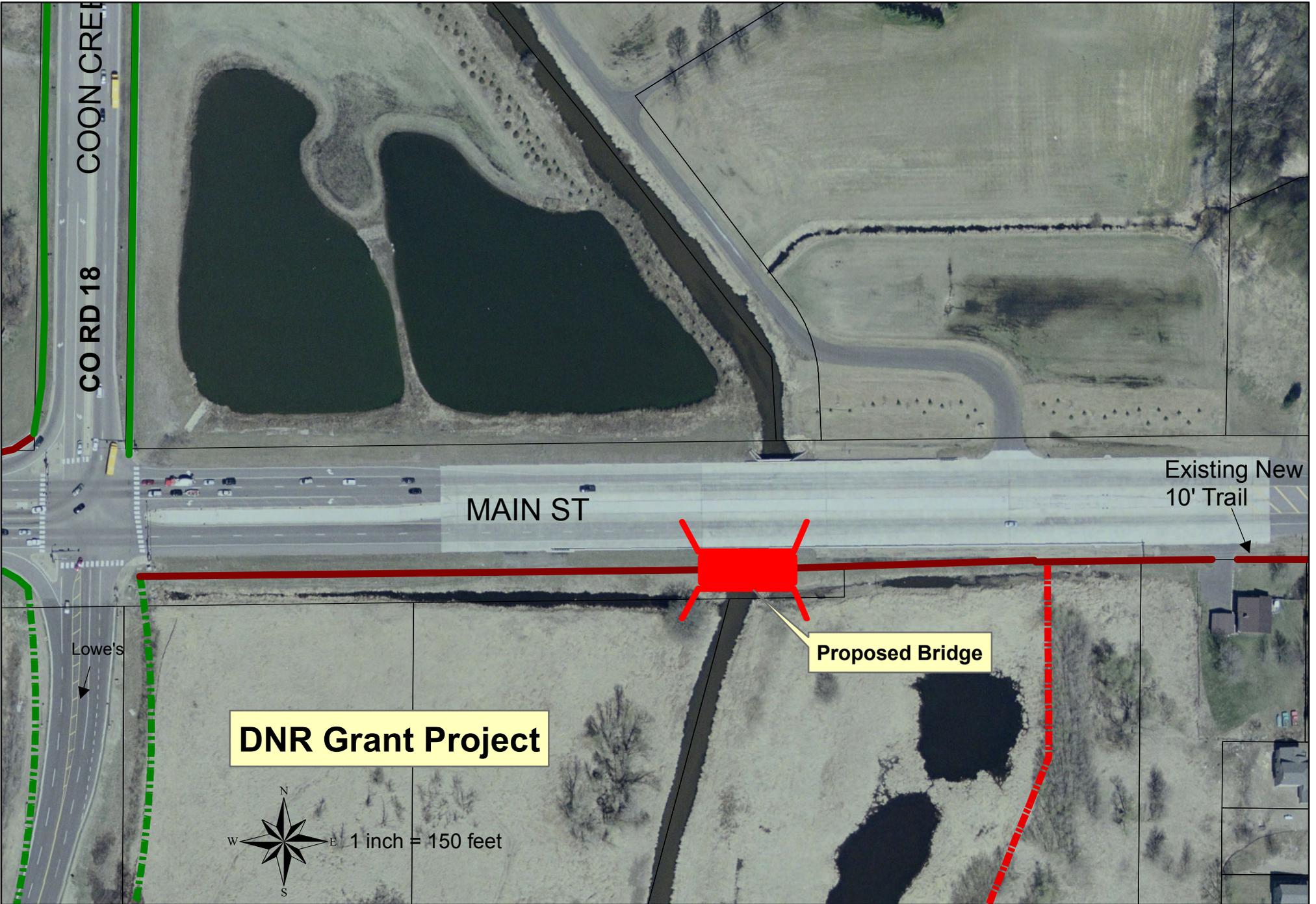


**SAND  
CREEK  
SCHOOL**

124TH CIR

UNITY ST

123RD LN



COON CREEK

CO RD 18

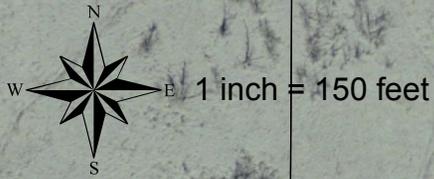
MAIN ST

Existing New  
10' Trail

Proposed Bridge

DNR Grant Project

Lowe's



**RESOLUTION NO. 12-33**

**A RESOLUTION ACCEPTING GRANT FROM MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES LOCAL TRAIL CONNECTIONS  
PROGRAM FOR MAIN STREET PEDESTRIAN TUNNEL**

**WHEREAS**, the Minnesota Department of Natural Resources has awarded a Local Trail Connection Program Grant in the amount of \$60,000 to be used toward the installation of a pedestrian tunnel crossing on Main Street east of Avocet Street; 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 recognizes the 50 percent matched funds requirement for the grant, has secured the matching funds, and will comply with all applicable laws, environmental requirements, and regulations as stated in the grant agreement; and

**WHEREAS**, the funds will be used for the installation of a pedestrian tunnel under Main Street providing for future trail connection to Bunker Hills Regional Park; and

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota that the Minnesota Department Natural Resources Local Trail Connection Program Grant in the amount of \$60,000 is hereby accepted; and

**BE IT FURTHER RESOLVED** the City Council names the fiscal agent for this project as:

Dave Full, Project Manager  
City of Coon Rapids  
11155 Robinson Drive  
Coon Rapids, MN 55433

**BE IT FURTHER RESOLVED** the City of Coon Rapids hereby assures the pedestrian tunnel will be maintained for a period of no less than 20 years.

Adopted by the Coon Rapids City Council this 8th day of February, 2012.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk

**RESOLUTION NO. 12-34**

**A RESOLUTION ACCEPTING GRANT FROM MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES LOCAL TRAIL CONNECTION  
PROGRAM FOR MAIN STREET PEDESTRIAN TRAIL**

**WHEREAS**, the Minnesota Department of Natural Resources has awarded a Local Trail Connection Program Grant in the amount of \$72,000 to be used toward the construction of a paved trail on the south side of Main Street, easterly of Coon Creek Boulevard; 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 recognizes the 50 percent matched funds requirement for the grant, has secured the matching funds, and will comply with all applicable laws, environmental requirements, and regulations as stated in the grant agreement; and

**WHEREAS**, the funds will be used for the construction of a paved trail on the south side of Main Street, easterly of Coon Rapids Creek Boulevard; and

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

**NOW THEREFORE BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota that the Minnesota Department Natural Resources Local Trail Connection Program Grant in the amount of \$72,000 is hereby accepted; and

**BE IT FURTHER RESOLVED** the City Council names the fiscal agent for this project as:

Dave Full, Project Manager  
City of Coon Rapids  
11155 Robinson Drive  
Coon Rapids, MN 55433

**BE IT FURTHER RESOLVED** the City of Coon Rapids hereby assures the trail will be maintained for a period of no less than 20 years.

Adopted by the Coon Rapids City Council this 8th day of February, 2012.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**4.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 11-6, Xeon Street Watermain Lining

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting  
Technician

**INTRODUCTION**

The City Engineer recommends final payment to Insituform Technologies in the amount of \$11,868.50 for Project 11-6.

**DISCUSSION**

A summary of Project 11-6 is as follows:

Contract completion date	07/01/11
Substantial completion date	06/24/11
Final completion date	06/30/11

Contract amount	\$148,600.00
Total additions/deletions	0.00
Final contract amount	148,600.00
Actual project cost	142,370.00
Less: previous payments by City	(130,501.50)
Amount due	\$11,868.50
Amount under final contract	(\$6,230.00)

The actual project cost was less than the original contract amount due to less work performed than actual bid.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Excellence in Government section of the 2030 Strategic Vision. The City of Coon Rapids follows a formal strategic direction established and continually monitored by the City Council that is implemented and managed with excellence, operational efficiency, and with a long term view of organizational and environmental sustainability.

**RECOMMENDATION**

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of final payment to Insituform Technologies in the amount of \$11,868.50 for Project 11-6, Xeon Street Watermain Lining.





**City Council Regular**

**5.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 08-20, Bunker Hills Clubhouse, C-09 Lumber, Trusses, Windows

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting Technician

**INTRODUCTION**

The City Engineer has recommended final payment to J.L. Schwieters Construction in the amount of \$521.00 for Project 08-20, C-09 Lumber, Trusses, Windows.

**DISCUSSION**

A summary of Project 08-20, C-09 Lumber, Trusses, Windows is as follows:

Completion date per contract	06/01/11
Substantial completion date	06/01/11
Final completion date	01/13/12

Contract amount	\$1,251,344.00
Total additions/deletions	57,098.00
Final contract amount	1,308,442.00
Less: previous payments by City	(1,307,921.00)
Amount due	\$521.00
Amount over final contract	\$0.00

The changes to this project were for additional carpentry and materials; additional waterproofing of basement and retaining walls; an upgrade of roof sheathing; an addition of sidelights; furnishing and installation of cafe doors and other miscellaneous modifications. The final contract amount was more than the original contract due to more work performed than actual bid.

**ALIGNMENT WITH STRATEGIC VISION**

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

**RECOMMENDATION**

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of change orders and the final payment to J.L. Schwieters Construction in the amount of \$521.00 for Project 08-20, C-09 Lumber, Trusses, Windows.





**City Council Regular**

**6.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 08-20, Bunker Hills Clubhouse, C-21 Painting and Coatings

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting  
Technician

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**INTRODUCTION**

The City Engineer has recommended final payment to Wasche Commercial Finishes, Inc. in the amount of \$1,000.00 for Project 08-20, Bunker Hill Clubhouse, C-21 Painting and Coatings.

**DISCUSSION**

A summary of Project 08-20, C-21 Painting and Coatings is as follows:

Completion date per contract	06/01/11
Substantial completion date	06/01/11
Final completion date	01/13/12

Contract amount	\$76,980.00
Total additions	4,362.00
Final contract amount	81,342.00
Less: previous payments by City	(80,342.00)
Amount due	\$1,000.00
Amount over final contract	\$0.00

The changes to this project were for additional painting and patching work and wallcovering labor and materials. The final contract amount was more than the original contract due to more work performed than actual bid.

**ALIGNMENT WITH STRATEGIC VISION**

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

**RECOMMENDATION**

All of the above dates and amounts are reasonable and accurate according to the project file. No liquidated damages are recommended. Staff recommends approval of the change orders and final payment to Wasche Commercial Finishes, Inc. in the amount of \$1,000.00 for Project 08-20, C-21 Painting and Coatings.

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**City Council Regular**

**7.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 5A Structural Steel/Joists/Deck

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting Technician

**INTRODUCTION**

The City Engineer recommends final payment to Camelot Metals, Inc. in the amount of \$31,548.00.

**DISCUSSION**

A summary of Project 10-12, 5A Structural Steel/Joists/Deck is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	11/03/11

Contract amount	\$385,000.00
Total additions	185,455.00
Final contract amount	570,455.00
Actual project cost	570,455.00
Less: previous payments by City	(538,907.00)
Amount due	\$31,548.00
Amount over final contract	\$0.00

The changes to this project included steel for the entry canopy \$57,759; wood structure support and steel for a mechanical screen wall \$116,610; steel support angles, fluid cooler beams and column bases \$7,901; a ships ladder \$2,025 and step off to the roof ladder \$1,160.

The total of all change orders for this contract was \$185,455 or nearly 50% of the original bid amount. Structural steel is an integral part of the project. Ideally, all structural steel would have been included in Bid Package 1. Bid Package 1 included steel bar joists, roof decking, and other structural steel. Because of the long delivery times for steel products, Bid Package 1 was bid much earlier than the remaining portion of the project to allow proper time for fabrication and delivery. All of the remaining steel items had not yet been designed so they could not be bid with Bid Package 1. Camelot Metals, Inc. was the low bidder for Category 5A, which was the original Bid Package 1, Structural Steel/Joists/Deck items. The remaining structural steel included steel for the entry canopy, wood structure, and the mechanical screen wall. At the time of bidding for the remaining portion of the project under Bid Package 2, consideration was made to bid the remaining structural steel items separately or work with Camelot Metals to negotiate change orders to Contract 5A, Structural Steel/Joists/Deck. A decision was made to obtain

pricing for the remaining steel items from the existing steel contractor, Camelot Metals, rather than bid the items separately. Steel fabricators work at different rates for shop drawings, production, quality, and installation. It would have been potentially detrimental to the project to have a second steel fabricator/installer working on the same steel structure. We potentially could have had issues with quality, timing, and warranty where one steel fabricator tied into the other fabricator's work. Camelot's pricing proved to be fair and change orders were approved in lieu of setting up a separate bid category. This allowed the project to avoid potential conflicts as described. Staff proceeded with these change orders rather than bidding the items separately at the advice of the architect and construction manager.

#### **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**

Staff recommends approval of the change orders and final payment to Camelot Metals, Inc. in the amount of \$31,548.00 for Project 10-12, 5A Structural Steel/Joists/Deck.

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**City Council Regular**

**8.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 3B/4A Building  
Cast-in-Place Concrete/Unit Masonry

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting  
Technician

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**INTRODUCTION**

The City Engineer recommends final payment to Crosstown Masonry, Inc.

**DISCUSSION**

A summary of Project 10-12, 3B/4A Building Cast-in-Place Concrete/Unit Masonry is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	08/01/11

Contract amount	\$1,179,500.00
Total additions/deletions	16,501.00
Final contract amount	1,196,001.00
Actual project cost	1,196,001.00
Less: previous payments by City	(1,136,200.95)
Amount due	59,800.05
Amount over final contract	\$0.00

Changes were due to: changes to the original plan of \$5,765; east elevation thin brick in lieu of cast stone (\$17,750); waterproofing on precast walls \$15,453; additional footing/foundation at precast stadia \$7,160 and bearing walls and support steel at resurfacer area \$5,873.

**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 community pride.

**RECOMMENDATION**

Staff recommends approval of the change orders and final payment to Crosstown Masonry, Inc. in the amount of \$59,800.05 for Project 10-12, 3B/4A Building Cast-in-Place Concrete/Unit Masonry.

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**City Council Regular**

**9.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 6A Carpentry and Specialities

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting Technician

**INTRODUCTION**

The City Engineer recommends final payment to George F. Cook Construction Co. in the amount of \$45,266.75.

**DISCUSSION**

A summary of Project 10-12, Coon Rapids Ice Center, 6A Carpentry and Specialities is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	11/30/11

Contract amount	\$863,000.00
Total additions/deletions	(26,826.28)
Final contract amount	836,173.72
Actual project cost	836,173.72
Less: previous payments by City	790,906.97
Amount due	\$45,266.75
Amount over final contract	\$0.00

The changes to this project were due to a number of changes to the original plan totalling \$22,683.72; using manual instead of power projectors and screens (\$10,863); removing lockers, which will be provided in another manner (\$46,496); furnishing and installing additional site traffic control signs \$4,947; and adding building address signage \$2,902.

**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 community pride.

**RECOMMENDATION**

Staff recommends approval of the change orders and final payment to George F. Cook Construction Co. in the amount of \$45,266.75 for Project 10-12, 6A Carpentry and Specialities.



**City Council Regular**

**10.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 9D Painting

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting  
Technician

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**INTRODUCTION**

The City Engineer recommends final payment to Fransen Decorating, Inc. in the amount of \$9,762.85 for Project 10-12, 9D Painting, Coon Rapids Ice Center.

**DISCUSSION**

A summary of Project 10-12, 9D Painting is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	09/01/11

Contract amount	\$98,005.00
Total additions	11,885.00
Final contract amount	109,890.00
Actual project cost	109,890.00
Less: previous payments by City	(100,127.15)
Amount due	\$9,762.85
Amount over final contract	\$0.00

The changes include applying an epoxy system to bar joists, re-painting three rooms, painting of columns and steel I beams behind players bench, painting of a trash gate enclosure/bar joist corrections and final paint touch ups upon move in.

**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 community pride.

**RECOMMENDATION**

Staff recommends approval of the change orders and final payment to Fransen Decorating, Inc. in the amount of \$9,762.85 for Project 10-12, 9D Painting.

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**City Council Regular**

**11.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 23A HVAC and Controls System

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting Technician

**INTRODUCTION**

The City Engineer recommends final payment to Gorham Oien Mechanical in the amount of \$73,009.25.

**DISCUSSION**

A summary of Project 10-12, 23A HVAC and Controls System is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	12/22/11

Contract amount	\$1,079,050.00
Total additions/deletions	1,990.00
Final contract amount	1,081,040.00
Actual project cost	1,081,040.00
Less: previous payments by City	(1,008,030.75)
Amount due	\$73,009.25
Amount over final contract	\$0.00

The changes to this project include eliminating underfloor heating (\$21,300); providing a condensing boiler/piping \$26,268; deleting double up air balancing requirement (\$14,000); providing deflector shield at bleachers \$6,353; adding dampers/controls \$6,943; providing a hydrogen gas sensor in the ice resurfacer room \$4,342; credit for unused gas service allowance (\$23,464) and mechanical labor and material allowance (\$6,631) and various changes in original plans \$23,479.

**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**

Staff recommends approval of the change orders and final payment to Gorham Oien Mechanical in the amount of \$73,009.25 for Project 10-12, 23A HVAC and Controls System.





**City Council Regular**

**12.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 7B Metal Panels and Roofing

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting  
Technician

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**INTRODUCTION**

The City Engineer has recommended final payment to SGO Roofing & Construction, LLC in the amount of \$13,819.20 for Project 10-12, 7B Metal Panels and Roofing, Coon Rapids Ice Center.

**DISCUSSION**

A summary of Project 10-12, 7B Metal Panels and Roofing is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	08/01/11

Contract amount	\$250,592.00
Total additions	25,792.00
Final contract amount	276,384.00
Actual project cost	276,384.00
Less: previous payments by City	(262,564.80)
Amount due	\$13,819.20
Amount over final contract	\$0.00

The additions to this project were for providing additional insulation; providing additional roof paver's around mechanical equipment; and for additional snow removal required above bid category allowance. The final contract amount was more than the original contract due to more work performed than actual bid.

**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 SGO Roofing & Construction, LLC in the amount of \$13,819.20 for Project 10-12, 7B Metal Panels and Roofing.

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**City Council Regular**

**13.**

**Meeting Date:** 02/08/2012

**Subject:** Authorize Final Payment for Project 10-12, Coon Rapids Ice Center, 22A Plumbing and Piping Systems

**Submitted For:** Sharon Legg, Finance Director

**From:** Dianne Nelson, Advanced Accounting Technician

**INTRODUCTION**

The City Engineer recommends final payment to Wenzel-Plymouth Plumbing in the amount of \$27,106.30 for Project 10-12, 22A Plumbing and Piping Systems, Coon Rapids Ice Center.

**DISCUSSION**

A summary of Project 10-12, 22A Plumbing and Piping Systems is as follows:

Contract completion date	06/22/11
Substantial completion date	06/22/11
Final completion date	10/14/11

Contract amount	\$474,000.00
Total additions/deletions	(14,467.00)
Final contract amount	459,533.00
Actual project cost	459,533.00
Less: previous payments by City	(432,426.70)
Amount due	\$27,106.30
Amount over final contract	\$0.00

Net changes include plumbing changes to the original plan of \$2,868, deleting a pipe aluminum jacket (\$17,000), the City providing a water meter (\$3,200) and adding a manhole \$2,865.

**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 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 final payment to Wenzel-Plymouth Plumbing in the amount of \$27,106.30 for Project 10-12, 22A Plumbing and Piping Systems.





**City Council Regular**

**14.**

**Meeting Date:** 02/08/2012

**Subject:** Cons. Resolution 12-37 Calling an Additional Regular Meeting

**Submitted For:** Matt Fulton, City Manager

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

Council is asked to consider Resolution 12-37 Calling an Additional Regular Council Meeting for February 14, 2012.

**DISCUSSION**

Council is being asked to call an additional regular Council meeting in order to consider authorizing the Economic Development Authority to expend excess tax increment funds to American Preclinical Services, LLC. Due to scheduling conflicts, this item could not be scheduled for the February 8 regular meeting or delayed until the February 21 meeting, so an additional meeting is needed.

Chapter 2-400 of the City Code allows for Council to designate an additional regular meeting by resolution. If approved, a special EDA meeting will also be scheduled immediately following the February 14 Council meeting.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by managing Council meetings and items.

**RECOMMENDATION**

Adopt Resolution 12-37 Calling for an Additional Regular Council Meeting on February 14, 2012, at 6:30 p.m.

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**Attachments**

Resolution 12-37

---

**RESOLUTION NO. 12-37**

**A RESOLUTION DESIGNATING AN ADDITIONAL  
REGULAR COUNCIL MEETING**

**WHEREAS**, revised City Code - 1982 Section 2-401 of the Coon Rapids City Code provides that regular meetings of the City Council are to be held on the first and third Tuesdays of each month at 7:00 PM; and

**WHEREAS**, that same section of the City Code also provides that the City Council may by resolution designate additional regular meetings; and

**WHEREAS**, due to scheduling conflicts an additional regular meeting is necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coon Rapids, Minnesota that the City Council hereby has designated an additional regular meeting for Tuesday, February 14, 2012, at 6:30 PM.

Adopted by the Coon Rapids City Council this 8<sup>th</sup> day of February.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**15.**

**Meeting Date:** 02/08/2012

**Subject:** Public Hearing and Assessment Hearing--Project 12-6 Street Reconstruction on 9th Avenue

**From:** Doug Vierzba, City Engineer

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**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 hold a public hearing and assessment hearing then adopt a resolution ordering the project.

**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 and accepted by Council on January 17, 2012 and a public hearing was ordered for February 8th. 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, over a 10-year period. There are 14 benefiting properties along 9th Avenue within Coon Rapids. The actual assessment will not be approved by Council until the construction has begun—May or June.

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:

- a. Hold the Public Hearing and Assessment Hearing for Street Reconstruction Project on 9th Avenue
- b. Adopt Resolution 12-6(6) ordering the improvement.

---

**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.

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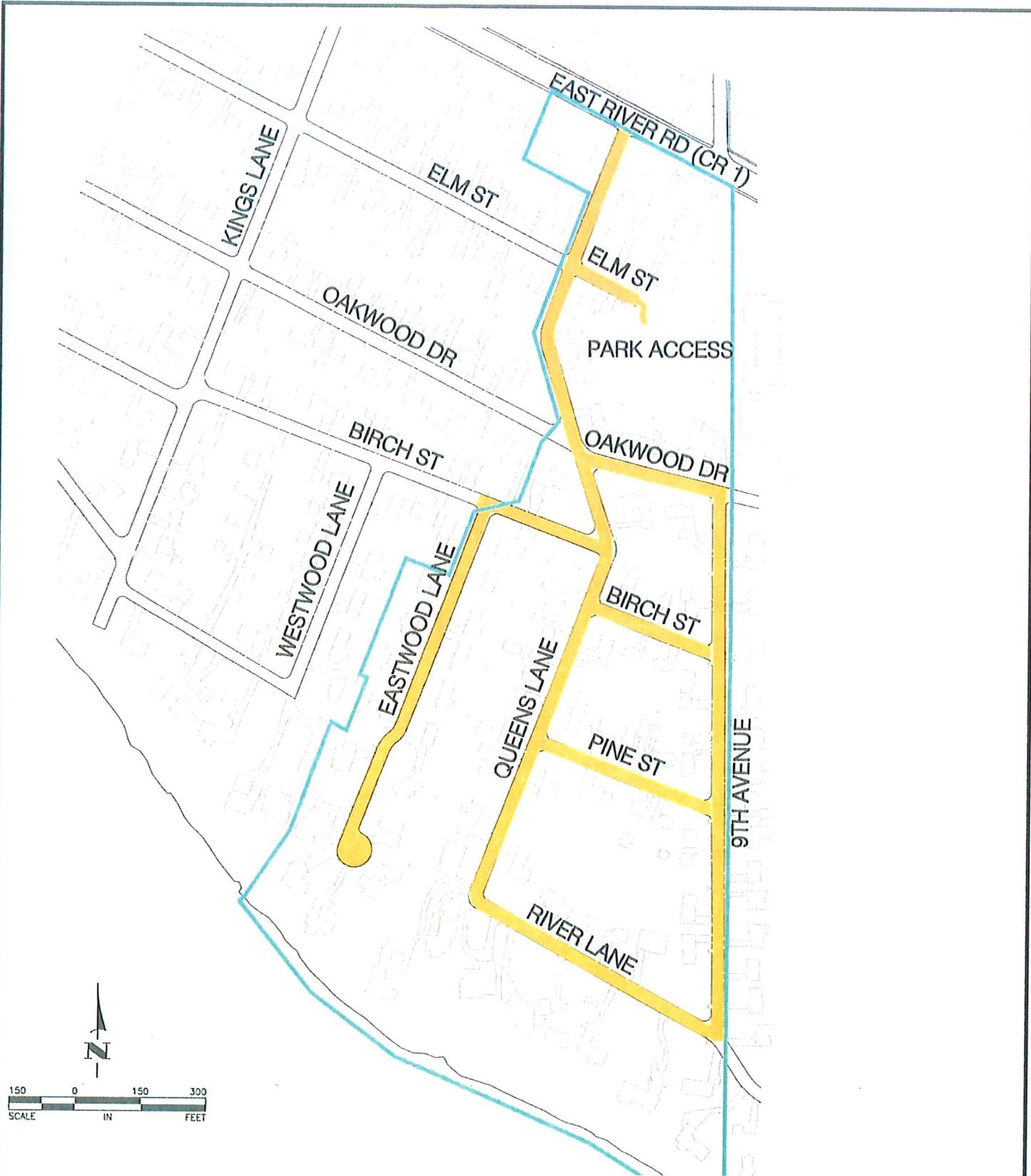
**Attachments**

12-6 Map 1

12-6 Map 2

Resolution No. 12-6(6)

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



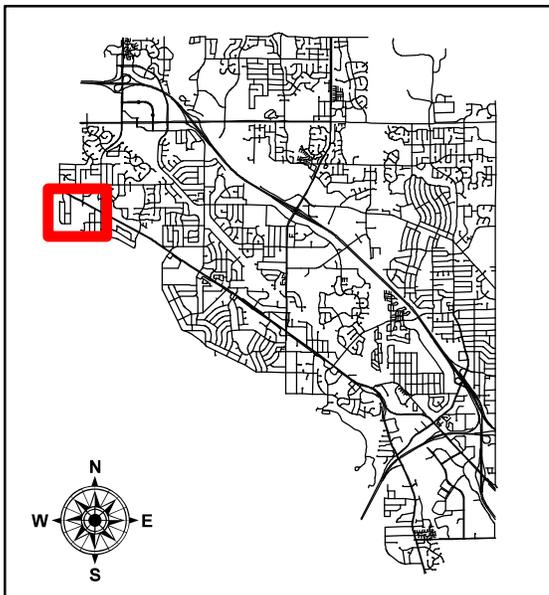
**PROPOSED STREET RECONSTRUCTION**  
**ASSESSMENT BOUNDARY**

**EXHIBIT A**

Nov 29, 2011 - 4:10pm  
 K:\cod\_eng\PROJECTS\MUNICIPAL\AN357\fig\AN357\_FEAS.dwg

# Project 12-6 2012 Street Reconstruction Program

■ 2012 Proposed Reconstruction



Area of Benefit



**COON  
RAPIDS**  
Minnesota

**RESOLUTION NO. 12-6(6)**

**(6) RESOLUTION ORDERING IMPROVEMENT**

**WHEREAS**, a resolution of the City Council adopted on the 17th day of January, 2012, fixed a date for a Council hearing on the proposed improvement of 9<sup>th</sup> Avenue from 115<sup>th</sup> Avenue to Oakwood Drive by street reconstruction; and

**WHEREAS**, ten days' published notice of the hearing through two weekly publications of the required notice and mailed notices to affected property owners were given and the hearing was held thereon on the 8th day of February, 2012, at which all persons desiring to be heard were given an opportunity to be heard thereon and the maximum estimated amount of debt to be incurred by the City is \$104,000; 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. Such improvement is necessary, cost effective, and feasible as detailed in the feasibility report.
2. Such improvement is hereby ordered as proposed in the Council Resolution adopted on the 8th day of February, 2012.

Adopted this 8th day of February, 2012.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**16.**

**Meeting Date:** 02/08/2012

**Subject:** Misc. Assessments 2012(1)

**Submitted For:** Sharon Legg, Finance Director

**From:** Heidi Cederstrand, Assessment Clerk II

---

**INTRODUCTION**

After an assessment hearing, the unopposed 2012 Miscellaneous Special Assessments should be adopted.

**DISCUSSION**

The amount to be assessed for the 2012(1) Miscellaneous Assessment is \$134,582.86 as of February 1, 2012, reflecting payments and adjustments made since January 3, 2012 when the hearing date was set. An updated amount will be distributed on February 8.

Appealing an assessment involves petitioning before the Board of Adjustment and Appeals (BAA). The City Council still must open a public hearing as required by State Statutes. At that hearing, the City Council should collect written appeals and refer appellants to the BAA expected to meet on March 1, 2012 for their review and recommendation. The BAA will make a recommendation to the City Council at the March 20, 2012 Council meeting. After the public hearing has been closed, the City Council may adopt the assessments which have not been appealed. Re-payment terms are determined by the amount being assessed, categorized by the number of years to be assessed and the corresponding interest rate. Amounts up to \$1,500 will be payable in one year, up to \$5,000 three years and over \$5,000, five years.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Housing/Neighborhoods** section of the 2030 Strategic Vision by providing neighborhoods that are stable, safe and connected with predominately owner occupied and well maintained life cycle housing.

**RECOMMENDATION**

Staff recommends the following action by the Council:

- a. Hold assessment hearing to collect written appeals.
- b. Adopt Resolution 12-30 adopting 2012 (1) Miscellaneous Special Assessments (unopposed one year).
- c. Adopt Resolution 12-31 adopting 2012 (1) Miscellaneous Special Assessments (unopposed three year).
- d. Adopt Resolution 12-32 adopting 2012 (1) Miscellaneous Special Assessments (unopposed five year).

---

**Attachments**

MISC 2012(1)-1 Year

MISC 2012(1)-3 YEAR

MISC 2012(1)-5 YEAR

---

**RESOLUTION NO. 12-30**

**RESOLUTION ADOPTING 2012(1) MISCELLANEOUS SPECIAL ASSESSMENTS  
(ONE YEAR)**

**WHEREAS**, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall become payable in one annual installment, commencing with the first Monday in January 2013, and shall bear interest at the rate of 1.25% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013. The total amount of the one-year assessment is \$94,007.36.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2012), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14, 2012 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 8th day of February 2012.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk

**RESOLUTION NO. 12-31**

**RESOLUTION ADOPTING 2012(1) MISCELLANEOUS SPECIAL ASSESSMENTS  
(THREE YEAR)**

**WHEREAS**, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall become payable in one annual installment, commencing with the first Monday in January 2013, and shall bear interest at the rate of 1.85% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013. The total amount of the three-year assessment is \$27,975.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2012), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14, 2012 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 8th day of February 2012.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk

**RESOLUTION NO. 12-32**

**RESOLUTION ADOPTING 2012(1) MISCELLANEOUS SPECIAL ASSESSMENTS  
(FIVE YEAR)**

**WHEREAS**, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessment shall become payable in one annual installment, commencing with the first Monday in January 2013, and shall bear interest at the rate of 2.10% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2013. The total amount of the five-year assessment is \$12,600.50.

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2012), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14, 2012 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 8th day of February 2012.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**17.**

**Meeting Date:** 02/08/2012

**Subject:** Adopt 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

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**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. Council introduced an ordinance establishing a stop sign on southbound Partridge Street at Quinn Street/121st Lane at their January 17, 2012 meeting.

**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 adopt 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 adopt the attached ordinance establishing a stop sign stopping southbound traffic on Partridge Street at Quinn Street/121st Lane.

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**Fiscal Impact**

**BUDGET IMPACT:**

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

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**Attachments**

Stop Sign Map - Partridge at Quinn/121st Lane

Ordinance

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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/121<sup>ST</sup> 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/121<sup>st</sup> 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.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**18.**

**Meeting Date:** 02/08/2012

**Subject:** 2012 Street Maintenance Program - Project 12-5: Approve Plans and Specs and Order Advertisement for Bids

**Submitted For:** Steve Gatlin, Public Services Director

**From:** Cher Ridout, Admin Secretary II

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**INTRODUCTION**

As we have done for the past several years, we are proceeding with a regional street maintenance materials contract. Council is requested to approve plans and specifications and order advertisement for bids for the project.

**DISCUSSION**

The City of Coon Rapids serves as lead agency for the North Metro Street Maintenance Program. The group of cities involved includes Andover, Anoka, Brooklyn Center, Circle Pines, Columbia Heights, Coon Rapids, East Bethel, Fridley, Ham Lake, and Mahtomedi. The plans and specifications include street maintenance material items and services as done in the past. Services include sealcoating, traffic markings, street sweeping, and crack sealing.

Plans and specifications have been completed and Council approval is requested at this time. Bids will be received on March 2, 2012 and consideration for awarding the contract on April 3, 2012. The cities then have 60 days to decide whether or not they wish to proceed. The work will begin in early June. We anticipate a completion date for work in all cities on or about September 7, 2012 for sealcoating and crack sealing. Pavement markings and street sweeping will continue beyond September 7 and possibly into the spring of 2013.

We have solicited comments from other cities regarding the plans and specifications and have received their comments. The plans are presented at this time for Council approval so that advertisement for bids can proceed.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Transportation section of the City's long term strategic vision. The annual street maintenance program provides materials and maintenance services to preserve the City's street system.

**RECOMMENDATION**

I recommend the Council adopt Resolution No. 12-5(8) approving plans and specifications and ordering advertisement for bids for the 2012 Street Maintenance Program.

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**Fiscal Impact**

**BUDGET IMPACT:**

As noted in the past the Street Maintenance Program has saved the City considerable amounts of money in purchasing of street maintenance materials and services. We will continue to provide these services in this manner. All funding for maintenance operations have been included in the appropriate budgets.

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**Attachments**

Resolution No. 12-5(8)

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**RESOLUTION NO. 12-5(8)**

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, the City Public Works Department/Engineering Division have prepared plans and specifications for the improvement of streets in various communities by sealcoating, pavement markings, street sweeping, and crack sealing and has presented such plans and specifications to the Council for approval; 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. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 2nd day of March, 2012, at which time they will be publicly opened in the City Hall by the City Clerk and engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 3rd day of April, 2012, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 8th day of February, 2012.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**19.**

**Meeting Date:** 02/08/2012

**Subject:** Approve Plans and Specs and Order Advertisement for Bids, 2012 Sanitary Sewer Relining Program - Project 12-8

**Submitted For:** Steve Gatlin, Public Services Director

**From:** Cher Ridout, Admin Secretary II

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**INTRODUCTION**

Our consulting engineer, SEH, Inc., has completed plans and specifications for the next phase of the sanitary sewer relining program. Relining will be done in the areas shown on the attached map. Council is requested to approve plans and specifications and order advertisement for bids at this time.

**DISCUSSION**

Sections of our sanitary sewer system, generally in older neighborhoods, have shown significant maintenance difficulties due to root intrusion and open joints. Pipe material is generally clay pipe and was installed in the 1960s and 1970s. The project will include work only on the main line sanitary sewer. All segments to be relined have been televised. Where we have noticed apparent service problems with roots, the homeowners have been notified. It has been suggested that the homeowners have their service line cleaned prior to the beginning of the relining project.

In the past Council has discussed the status of sanitary sewer services from the main to the home. A decision was made not to have the City become involved in work on private sanitary sewer service lines. If homeowners have the desire to have their service reconstructed or relined, we will provide a list of reputable contractors who do this type of work.

In addition to preparation of plans and specifications, prior to construction a permit will be required from the Minnesota Pollution Control Agency for the project. SEH, Inc. will complete the permit application and submit it prior to beginning construction.

Bids will be advertised this spring with the bid opening scheduled for March 2, 2012. A summary of bids and a recommendation will be presented to Council at the March 20, 2012 meeting.

**ALIGNMENT WITH STRATEGIC VISION**

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

**RECOMMENDATION**

I recommend the City Council adopt Resolution No. 12-8(8) approving plans and specifications and ordering advertisement for bids for the sanitary sewer relining project.

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**Fiscal Impact**

**BUDGET IMPACT:**

The total estimated cost of the project is \$1,020,000. The Sanitary Sewer Utility Fund contains \$1,250,000 that was budgeted for the project in 2012.

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**Attachments**

12-8 Location Map

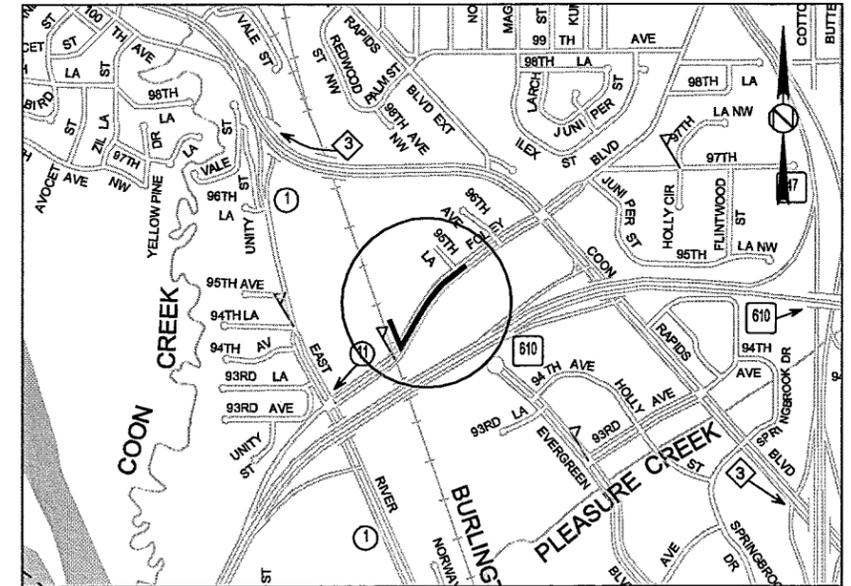
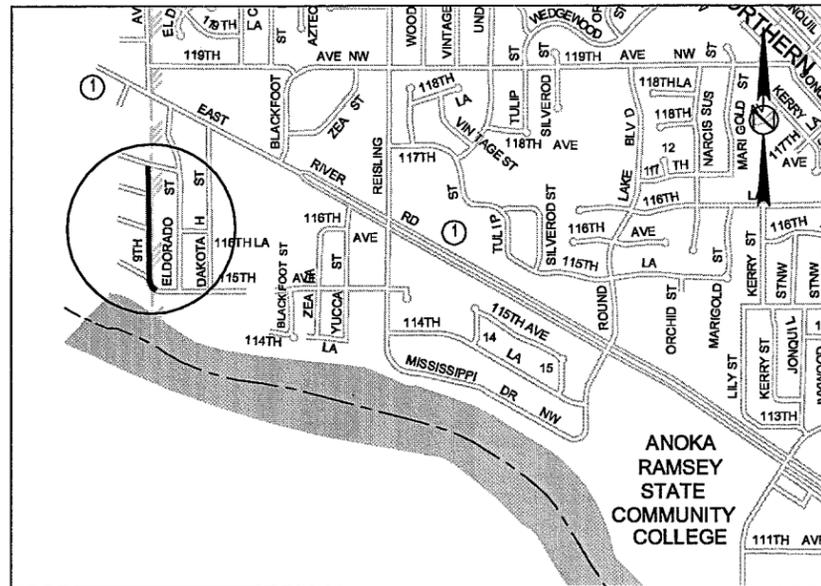
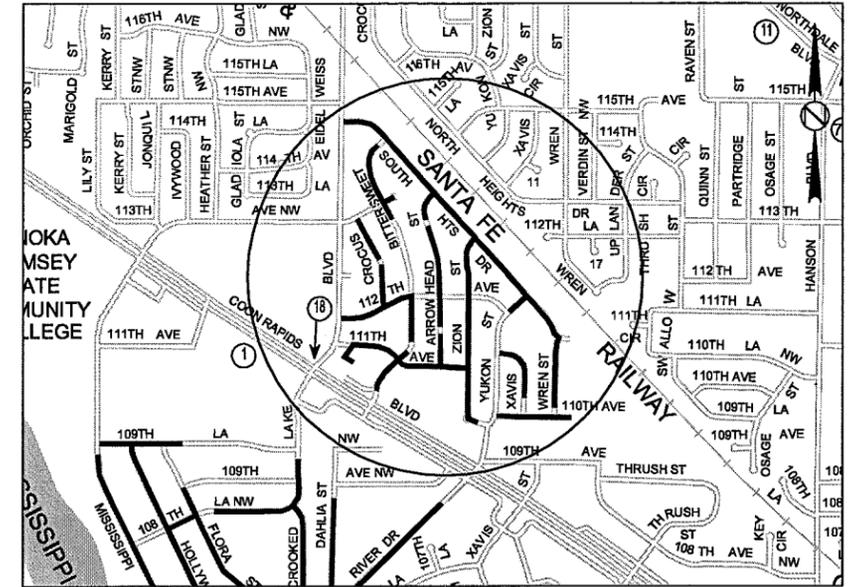
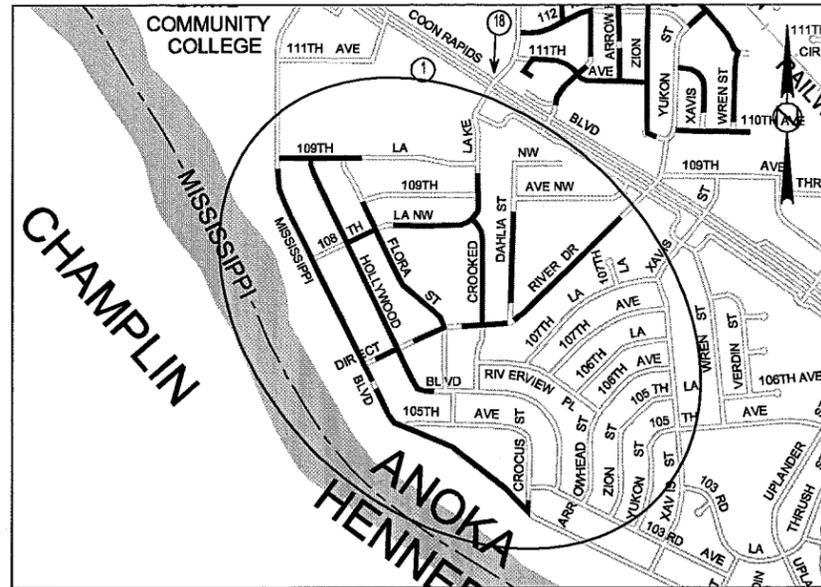
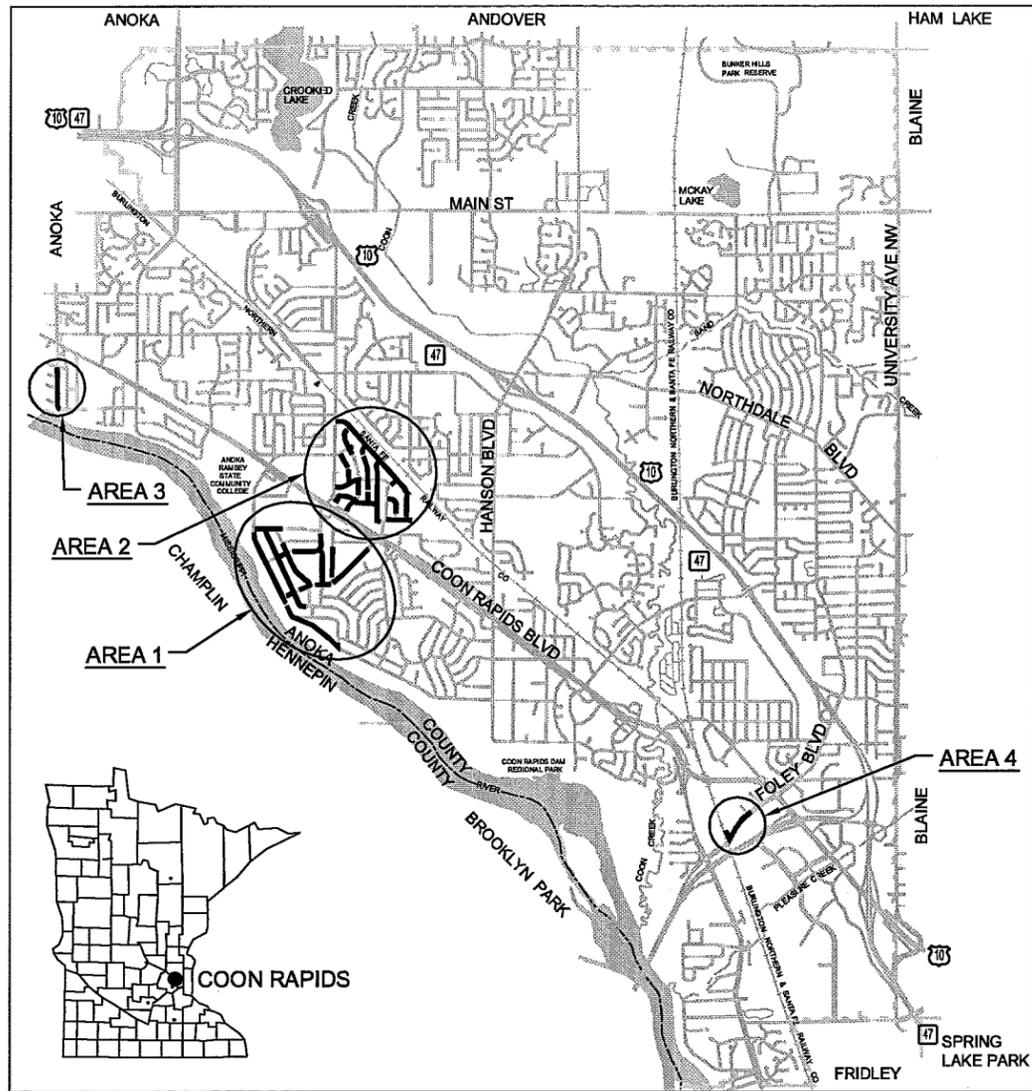
Resolution No. 12-8(8)

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# 2012 SANITARY SEWER LINING CITY OF COON RAPIDS, MINNESOTA CITY PROJECT NO 12-08

PLOTTED: 1/17/2012 11:31:13 AM  
MODIFIED: 1/17/2012 10:45:17 AM



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NO	DATE	BY	REVISIONS	REMARKS	NO	DATE	BY	REVISIONS	REMARKS
	01/17/2012	DRL	ISSUED FOR BIDDING						

DESIGNED MHO	CHECKED DRL	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DRAWN BRH	APPROVED DRL	
DATE 01/17/2012	SER PROJECT NO COONR 118972	SIGNATURE <i>Donald R Lutch</i>
		TYPED OR PRINTED NAME DONALD R LUTCH
		DATE 01/17/2012
		REG NO 47819

3535 VADNAIS CENTER DRIVE  
ST. PAUL, MINNESOTA 55110

CITY PROJECT NO 12-08
SER PROJECT NO COONR 118972
FILE NAME 1208G00001

2012 SANITARY SEWER LINING  
TITLE SHEET  
COON RAPIDS MINNESOTA

**RESOLUTION NO. 12-8(8)**

**(8) RESOLUTION APPROVING PLANS AND SPECIFICATIONS  
AND ORDERING ADVERTISEMENT FOR BIDS**

**WHEREAS**, pursuant to a motion passed by the Council on the 6th day of December, 2011, SEH, Inc. has prepared plans and specifications for the improvement of the City's Sanitary Sewer System by relining existing sewer pipe and has presented such plans and specifications to the Council for approval; 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. Such plans and specifications, a copy of which is attached hereto and made a part hereof, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper and in a trade journal, if applicable, an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m. on the 2nd day of March, 2012, at which time they will be publicly opened in the City Hall by the City Clerk and engineer, will then be tabulated, and will be considered by the Council at 7:00 p.m. on the 20th day of March, 2012, in the Council Chambers, and that no bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond or certified check payable to the Clerk for 5% of the amount of such bid.

Adopted this 8th day of February, 2012.

---

Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**20.**

**Meeting Date:** 02/08/2012

**Subject:** Approval of Consulting Contract between the City and Brauer & Assoc for Update of the City's Parks, Open Space and Trail System Plan - Project 11-31

**Submitted For:** Steve Gatlin, Public Services Director

**From:** Cher Ridout, Admin Secretary II

**INTRODUCTION**

The Parks and Recreation Commission and staff have completed the selection process for the planning and landscape architecture firm for update of the City's Parks, Open Space and Trail System Plan. The plan was originally completed in 2001. The 2012 Budget contains an appropriation to update the system plan. On January 30, 2012, a subcommittee of the Parks and Recreation Commission conducted interviews with the three finalist firms. The Parks and Recreation Commission recommends the selection of Brauer & Associates to complete the Parks, Open Space and Trail System Plan Update. Consideration for approval of a contract with Brauer & Associates is appropriate at this time.

**DISCUSSION**

The 2012 Park Improvement budget, Fund 794, contains a budget expenditure of \$40,000 to update the City's Parks, Open Space and Trail System Plan. Staff recommended to Council that this expenditure be made to update the plan and to develop appropriate financing strategies, including a possible referendum and other possible funding sources to successfully address major improvements to the City's park system. Initially, Statement of Qualifications (SOQ) were sent out to eight firms. Of the eight firms, five responded by submitting SOQs. Staff then reviewed the five SOQs and selected three firms to submit formal proposals. A subcommittee of the Parks and Recreation Commission interviewed three firms on January 30, 2012. The Parks and Recreation Commission recommends the firm of Brauer & Associates be selected to complete the Master Plan Update and a contract be negotiated with Brauer & Associates for professional services to complete the plan.

Brauer & Associates is the firm that prepared the original Parks, Open Space and Trail System Plan in 2001. Brauer & Associates has extensive experience working with the City on that project and similar projects since. They have completed plans for three park improvement projects and also completed an Athletic Field Use Study for the City in 2005. The Parks and Recreation Commission felt that Brauer & Associates was best qualified to complete the update to our plan.

In terms of schedule, if Brauer & Associates is selected by the City Council, they would begin work on the Master Plan Update in mid-February. Brauer & Associates would propose the City consider appointing a task force to work with the consultant as they update the Master Plan. The following is a summary of the various work tasks and schedule for completion as proposed by Brauer & Associates.

<b>Process Description</b>	<b>Schedule</b>
Project Start-Up	February, 2012
Task Force Assembly	Mid February, 2012
Resource and Demographic Assessment	February - April, 2012

Public Outreach and Input	March - September, 2012
Summary of Finding	June, 2012
Draft System Plan	August 1, 2012
Performance & Parity Evaluation Planning, Fiscal Planning	June - September, 2012
Final Master Plan Approve	October 1, 2012

The following is a summary of the professional services fee proposed by each of the firms for the project:

Brauer & Associates	\$54,500
LHB, Inc.	\$65,732
SRF Consulting Group	\$67,920

Each of the firms has proposed that the fee would be a “not to exceed” amount with the City billed monthly for work completed. Project expenses are included in the fee.

The 2012 Budget contains a proposed \$40,000 expenditure for the Master Plan Update. If Brauer is selected, additional funds would have to be appropriated from Fund 794, Park Improvement Fund to cover the cost for completing the plan. Staff recommends that the budget for the consultant fee be increased by \$15,000 from Fund 794 to fund a project budget for the plan of \$55,000.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Open Space/Recreation section of the City’s long term strategic vision. Establishing and funding a Park Master Plan ensures that resources are available to maintain and sustain our overall park system in a manner expected by the community.

**RECOMMENDATION**

I recommend the Council select Brauer & Associates to complete the Parks, Open Space, and Trail System Master Plan Update and that appropriate City officials be directed to negotiate and execute a contract with Brauer & Associates for completion of the plan.

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**Fiscal Impact**

**BUDGET IMPACT:**

Funding for the consultant plan would come from Fund 794, Park Improvement Fund. It is recommended that the budgeted \$40,000 plus an additional \$15,000 be appropriated from Fund 794, Park Improvement Fund, to cover the cost of the Parks, Open Space, and Trail System Plan Update.

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**City Council Regular**

**21.**

**Meeting Date:** 02/08/2012

**Subject:** Consider Third Amendment to Lease Agreement with Potluck Catering

**From:** Matt Fulton, City Manager

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**INTRODUCTION**

The City Council is being requested to consider a Third Amendment to the Lease Agreement with Potluck Catering d/b/a Town and Country Catering.

**DISCUSSION**

Potluck Catering d/b/a Town and Country Catering has been operating as the Restaurant and Banquet operator at Bunker Hills under the name The Harvest Grill at Bunker Hills. The Main Street reconstruction project has had a severe impact on the financial success of the restaurant which will continue through 2012. The Restaurant and Event Center are anticipated to be very successful after 2013 when Main Street is reopened.

Extensive discussions have been held with Potluck Catering representatives to consider appropriate 2012 adjustments to the current lease to assist the business get through the construction business interruption. The attached third amendment to the lease is intended to accomplish this. The proposed lease amendment provides for a guaranteed minimum annual rent of \$100,000 in 2012. Net income exceeding the identified monthly amounts will first retire deferred 2011 rent and secondly accrue to the city as additional rent. Provisions are included to monitor and address any unforeseen financial challenges during the year.

The Harvest Grill restaurant and banquet center, as well as the winter operations of the very successful golf simulator room, will continue to be open to the public throughout the winter months and the entire year. In 2013, when Main Street is expected to be completely reopened, the original lease provisions will apply.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Quality of Life** section of the 2030 Strategic Vision as the new Bunker Hills Clubhouse is a significant reinvestment in the community and has become a regional destination for golf, recreation, and leisure.

**RECOMMENDATION**

The recommendation is to approve the proposed Third Amendment to the Lease agreement.

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**Fiscal Impact**

**BUDGET IMPACT:**

The original lease agreement calls for annual rent in the amount of \$252,000, plus 2% of gross sales. The rent levels are being adjusted to a minimum guaranteed amount of \$100,000 because of the severe impact created by the closed road conditions of Main Street while it is being reconstructed. If 2012 business levels exceed expectations, the City benefits by receiving all excess net income over \$100,000.

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**Attachments**

Third Amendment to Lease Agreement

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**THIRD AMENDMENT TO  
LEASE AGREEMENT**

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

**THIS THIRD AMENDMENT TO LEASE AGREEMENT** (“Third Amendment”) made and entered into this 8th day of February, 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/Main Street and the closure of the road as part of that project. The City and Tenant entered into a Second Amendment to Commercial Lease Agreement dated January 17, 2012 (“the Second Amendment”) modifying certain provisions of the First Amendment as part of the ongoing negotiations related to the impact of the County Road 14/Main Street road closure.

The City and Tenant have been negotiating in good faith toward a re-structured lease relationship for the 2012 lease year to allow Tenant to remain open and absorb the financial impact of the road closure while maintaining the service level expectations of the City. This Third 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 and/or the Second Amendment.

2. **2012 RENT.** Paragraph 5 of the Lease is hereby modified to reflect that Tenant shall pay to the City 2012 rent in the total amount of \$100,000.00 as follows:

<u>Due on or Before</u>	<u>Amount</u>
February 9, 2012	(\$35,000.00)

March 1, 2012	(\$35,000.00)
April 1, 2012	(\$30,000.00)
May 1, 2012	(\$25,000.00)
June 1, 2012	\$10,000.00
July 1, 2012	\$45,000.00
August 1, 2012	\$55,000.00
September 1, 2012	\$45,000.00
October 1, 2012	\$30,000.00
November 1, 2012	\$25,000.00
December 1, 2012	\$0.00
January 1, 2013	\$15,000.00

TOTAL	\$100,000.00
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During the months of February, March, April and May of 2012 the schedule reflects a working capital arrangement with payments from the City to Tenant to enable Tenant to continue to operate during the winter months of the road construction activity in a manner acceptable to the City. By separate signature on this Third Amendment Kim Hines and Jason Hines personally guaranty the repayment of any payment from the City to Tenant to secure the amount paid. So long as Tenant pays the monthly rent on or before the date shown above and so long as total rent from Tenant to the City equals at least the amounts shown in the schedule in this paragraph, the City will not take action, legal or otherwise, to collect on the personal guaranty under this paragraph.

3. **ADDITIONAL GROUNDS FOR TENANT’S DEFAULT IN 2012.** The rent schedule in paragraph 2 of this Third Amendment is based on Tenant’s final projection of total income in 2012, shown in attached exhibit A3-1. If Tenant fails to pay the monthly rent as scheduled the City may declare a default as described in paragraph 37 of the Lease. In addition, the City may declare Tenant in default and terminate the Lease if Tenant’s actual gross revenues or total income, as measured cumulatively by Tenant’s monthly sales tax report to the State of Minnesota, are cumulatively less than 80 percent of Tenant’s monthly projections as shown in Exhibit A3-1. In such event, the City may proceed with notice of default and terminate the Lease.

4. **2011 RENT ARREARS REPAYMENT.** Tenant currently owes past due rent and utilities to the City in the amount of \$50,791 (“the Delinquency”). The City will defer collection of the delinquency until January 1, 2013, after which Tenant shall re-pay the delinquency on a monthly basis as shown on the amortization schedule attached to this Third Amendment as Exhibit A3-2. However, if Tenant’s gross sales or total income, as measured by Tenant’s gross receipts reported to the State of Minnesota for sales tax purposes, exceed Tenant’s monthly expenses including rent, as measured by the financial reporting requirements in paragraph 9 of this Third Amendment, Tenant shall pay such excess to the City. Any such excess received by the City shall first be credited by the City to the Delinquency and then shall be retained by the City as incentive rent.

5. SECURITY DEPOSIT. Paragraph 9 of the Lease is hereby amended eliminating the additional \$21,000.00 security deposit payment that was due by Tenant on or before January 1, 2012.

6. EQUIPMENT LEASE PAYMENT DEADLINE. Paragraph 2.E. of the First Amendment is hereby amended to provide that Tenant shall have until September 1, 2013 to pay in full all lease-to-own agreements as noted in Exhibit A1-2 to the First Amendment.

7. PERSONAL PROPERTY TAX PAYMENT AND REIMBURSEMENT. Beginning February 9, 2012 Tenant will pay \$5,000 per month to the City and the City shall hold said amount to reimburse Tenant for Tenant's personal property tax account required in paragraph 22 of the Lease. Tenant will pay its personal property taxes to Anoka County when due. Upon proof from Anoka County that Tenant has paid its personal property taxes, the City will reimburse Tenant the amount held by the City pursuant to this paragraph. It is expressly understood by the City and Tenant that the amount held by the City may be less than Tenant's personal property tax obligation. Nothing contained in this paragraph is intended to waive any rights the City may have if Tenant fails to make Tenant's personal property tax payment when due.

8. BANQUET/EVENT ESCROW. Upon execution of this Third Amendment, Tenant will escrow with the City all deposits received for events held at the Premises. The escrowed funds will be held by the City for the benefit of the event. The funds for a specific event will have been deemed earned by Tenant upon completion of the event. On the first of each month, Tenant will provide the City with an accounting of deposits held including the event date, the estimated number of participants and the name and address of the person paying the deposit. By the 10th of each month Tenant will pay to the City the net event escrow funds, or the City will reimburse Tenant for the net event deposits earned, to maintain the escrow amount as reported. Additionally, Tenant shall provide the City with current deposit fee schedules. It is understood that the deposits remain the property of the person paying the deposit unless the event has been completed and the funds for the event have been released by the City. It is also understood and agreed by Tenant that in the event the Lease is terminated for any reason the owner of the deposit may choose to either hold their event at Bunker Hills or request a refund of the deposit by the City. If the owner of the event chooses to hold the event at Bunker Hills the Tenant hereby waives any contractual right to the deposit or the event.

9. CITY CONSULTANT. The City may enter into a contract with a consultant experienced in the operational and financial management of a destination restaurant to advise the City during the 2012 lease year. The purpose of the consultant will be to advise the City on Tenant's operations and ensure that Tenant is meeting its operational and financial obligations to the City. Tenant and Tenant's on-site manager shall meet with the consultant on a monthly basis. Tenant will fully cooperate with the consultant to review the operation of the restaurant and will provide the City and the consultant with monthly financial statements for Tenant's operation, including monthly balance sheets, revenues and expenses, and any other financial information deemed necessary by the City, in a format acceptable to the City. The City and/or the consultant may request additional information or clarification from Tenant if the City or the consultant believes, in the City's or consultant's discretion, that discrepancies or irregularities

appear in the information provided by Tenant. If the City determines that discrepancies or irregularities exist, and the City reasonably determines that Tenant purposefully created the discrepancies or irregularities to avoid paying the rent, the delinquency, or incentive rent as described in this Third Amendment, the City may terminate the lease.

10. BUILDING SIGNAGE. During the construction of the clubhouse the City contracted and paid for signage on the facility. This signage includes face plates with "the Harvest Grill" name and logo. The signage will be owned by the City. If the face plates require maintenance during the term of the Lease or any extension, or if they are replaced, the Tenant shall be responsible for the costs of maintenance or replacement.

11. FULL FORCE AND EFFECT. Except as expressly amended by the provisions of this Third Amendment, the terms and conditions contained in the Lease, the First Amendment and the Second 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.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment as of the day and year 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 Third 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 Third Amendment, the Second Amendment, the First Amendment, and the Lease fully and promptly. If the Tenant defaults, the undersigned will immediately be responsible for and pay all sums due under the terms of the Lease, the First Amendment, the Second Amendment, and this Third Amendment, and all amounts payable 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 reasonable 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.

Kim T. Hines X  
Name of Guarantor Signature Dated

Jason Hines X  
Name of Guarantor Signature Dated

**EXHIBIT A3-1**



**City Council Regular**

**22.**

**Meeting Date:** 02/08/2012  
**Subject:** Reader-board Sign at Lions Coon Creek Park  
**Submitted For:** Sharon Legg, Finance Director  
**From:** Stephanie Lincoln, Purchasing Clerk

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**INTRODUCTION**

Staff requests authorization to purchase a two-color electronic reader-board sign at Lions Coon Creek Park and adoption of Resolution 12-39 re-appropriating funds to cover this purchase.

**DISCUSSION**

On November 1, 2011, Resolution 11-115 was approved accepting a donation of \$17,000 from Coon Rapids Lions Club and the Coon Rapids Lions Foundation for the purpose of purchasing a new reader-board sign at Lions Coon Creek Park. At that time, staff quoted a price of \$20,227 for the sign. However, that price was for a one-color reader-board sign when actually staff anticipated purchasing a two-color sign. The lowest price quotation for a two color sign is from Signcrafters at \$26,237.81 including tax. This capital outlay was not budgeted.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision by partnering with civic groups to help promote communication and civic engagement.

**RECOMMENDATION**

Staff recommends:

- a. Adoption of Resolution 12-39 Amending the 2012 Park Improvement Fund Budget.
  - b. Authorization to purchase the electronic two-color reader-board sign from Signcrafters in the amount of \$26,237.81.
- 

**Fiscal Impact**

**BUDGET IMPACT:**

After deducting the \$17,000 in donations from the purchase price of \$26,237.81 for the electronic two-color readerboard sign, there will be a balance of \$9,237.81 remaining. There are sufficient funds available in the Park Improvement Fund to cover the balance.

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**Attachments**

**RESOLUTION NO 12-39**

**Reader-Board Drawing**

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**RESOLUTION NO. 12-39**

**RESOLUTION AMENDING THE 2012 PARK IMPROVEMENT FUND BUDGET**

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

**WHEREAS**, the 2012 budget does not specifically include funds for a sign; and

**WHEREAS**, funds were received from the Coon Rapids Lions Club and the Coon Rapids Lions Foundation for the purpose of purchasing a new reader-board sign at Lions Coon Creek Park in the amount of \$17,000; and

**WHEREAS**, the balance of the cost to complete the purchase of the sign is estimated to be \$9,237.81; and

**WHEREAS**, funds are available in from budgeted miscellaneous park improvements in the Park Improvement Fund to allocate to this capital outlay purchase; and

**WHEREAS**, capital outlay purchases must specifically be identified per the City Code 2-803.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota, to re-allocate \$9,300 from the miscellaneous park improvements to capital outlay in the Park Improvement for the purchase of the sign in addition to the \$17,000 received in donations.

Adopted this 8<sup>th</sup> day of February, 2012.

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Tim Howe, Mayor

ATTEST:

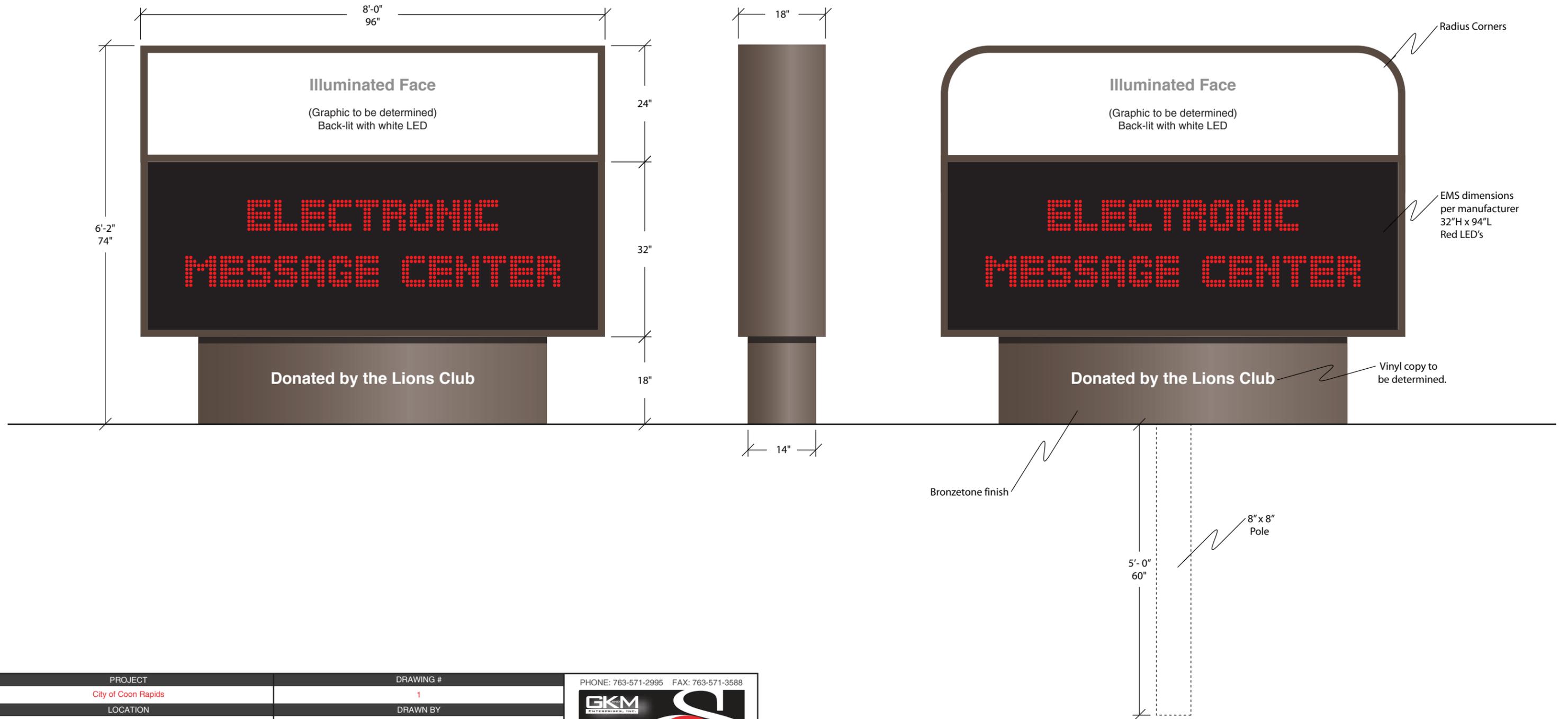
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Catherine M. Sorensen, City Clerk

**Option A**

**Side View**

**Option B**



PROJECT	DRAWING #
City of Coon Rapids	1
LOCATION	DRAWN BY
Coon Rapids, MN	
JOB DESCRIPTION	SCALE
Internally lit Monument with EMS	5%
DATE	NOTES
December 9, 2011	*Use of drawing for pricing only

PHONE: 763-571-2995 FAX: 763-571-3588



**Signcrafters**  
WWW.SIGNCRAFTERS.COM



**City Council Regular**

**23.**

**Meeting Date:** 02/08/2012  
**Subject:** Purchase of a Replacement Binding Machine  
**Submitted For:** Sharon Legg, Finance Director  
**From:** Stephanie Lincoln, Purchasing Clerk

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**INTRODUCTION**

Staff is requesting authorization to purchase a replacement binding machine and the adoption of Resolution 12-36 for reappropriation of funds to cover this purchase.

**DISCUSSION**

Staff is recommending the purchase of an Akiles CombMac-24E Comb Binding System at a cost of \$1,329.58 tax included, to replace the current GBC Binding System. The current machine is heavily used to bind budget books, financial statements and several other documents in various departments throughout the year. This purchase was not anticipated and was not budgeted. However, with the age and high volume of use, the current machine is in need of a repair. Staff feels that it is more cost effective to buy a new machine rather than continue to repair the current machine. A budget amendment is also needed for this capital item purchase.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision because not only does the binding of various City publications show professionalism, it also shows excellence in government by providing the highest quality bound documentation.

**RECOMMENDATION**

Staff recommends:

- a. Adoption of Resolution 12-36 amending the 2012 Budget to reappropriate \$1,329.58 from the general supplies to the capital outlay.
  - b. Authorization to purchase the Akiles CombMac-24E Comb Binding System at a cost of \$1,329.58 tax included.
- 

**Fiscal Impact**

**BUDGET IMPACT:**

Although this purchase was not anticipated in the 2012 budget, there is sufficient funds available in the Maintenance and Repair and Small Tools Funds of the Purchasing activity in the General Fund to cover this \$1,329.58 Capital purchase.

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**Attachments**

Resolution 12-36

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**RESOLUTION NO. 12-36**

**RESOLUTION AMENDING THE 2012 GENERAL FUND BUDGET**

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

**WHEREAS**, the 2012 budget does not include funds for a comb binding system; and

**WHEREAS**, the cost to complete the purchase is estimated to be \$1,329.58; and

**WHEREAS**, funds are available in the Purchasing Activity in the General Fund to allocate to this purchase from other charges; and

**WHEREAS**, capital outlay purchases must specifically be identified per the City Code 2-803.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota to allocate \$1,329.58 to capital outlay from the Purchasing Activity in the General Fund for the purchase of the comb binding system.

Adopted this 8<sup>th</sup> day of February, 2012.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk