



## **CITY COUNCIL AGENDA**

**Tuesday, September 4, 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 from Previous Meeting(s):**

August 8, 2012, Council Meeting  
August 9, 2012, Council Work Session  
August 17, 2012, Special Meeting  
August 21, 2012, Council Meeting  
August 21, 2012, Council Work Session

### **Consent Agenda**

1. Approve Temporary On-Sale 3.2% Malt Liquor License for American Legion Post 334 for Autumn Corn Feed Event on September 15, 2012
2. Approve Temporary On-Sale 3.2% Malt Liquor License for Epiphany Church for Fall Festival Event on October 6, 2012
3. Cons. Resolution 12-92 Accepting the 2013 TZD Enforcement Grant from the Minnesota Department of Public Safety, Office of Traffic Safety; and Approve the 2013 TZD Enforcement Grant Agreement Authorizing the Chief of Police or Designee to Administer and Act as Fiscal Agent for the Grant Fund
4. Approve 2012-2013 Contract for School Liaison Officer Services at River Trail Learning Center with Anoka-Hennepin School District #11
5. Approve 2012-2013 Contract for School Liaison and Prevention Program Officer Services with Anoka-Hennepin School District #11

### **Reports on Previous Open Mic**

6. Marlin Henning, 2030 127th Avenue NW, Lack of Pond Maintenance - Shenandoah Boulevard and Main Street
7. Dale Koch, 2020 127th Avenue NW, Various Issues
8. Chad Newman, 12305 Jonquil Street, Prepay Ordinance and City Manager Selection Process

9. Jerry Pierce, 12236 Patridge Street, Various Issues
10. Trakside Dog Park

**New Business**

11. Approve Agreement for Professional Services with Hoisington Koegler Group, Inc. for Grant Writing Services for the U.S. Environmental Protection Agency Area-Wide Planning Program
12. Cons. Resolution 12-100 Authorizing Applications to Metropolitan Council Livable Communities TOD Grant Funds for TOD Project Components and Execute Agreements as Necessary
13. Approve Coon Rapids Ice Center Contract with Anoka-Hennepin School District and Authorize Execution of Agreement
14. Approve Coon Rapids Ice Center Facility Use Agreement with Coon Rapids Youth Hockey Association for 2012-2013 Season
15. Cons. Resolution 12-101 Amending the 2012 Capital Equipment Budget to Allow for Purchase of Hovercraft
16. Cons. Resolution 12-97 Establishing Preliminary Tax Levy for the City of Coon Rapids and Establishing the Truth in Taxation Meeting for December 4, 2012
17. Cons. Introduction of Ordinance Establishing a Stop Sign Stopping Northbound Traffic on Larch Street at 127th Avenue NW
18. Cons. Introduction of Ordinance Restricting Parking on Both Sides of 127th Avenue NW and Shenandoah Boulevard NW

**Other Business**

19. MLS Tracking for Code Enforcement
20. Coon Rapids Ice Center - Ice Rentals and Open Skating

**Adjourn**



**City Council Regular**

**Meeting Date:** 09/04/2012

**SUBJECT:**

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**Attachments**

8-8-12 Council

8-9-12 Work Session

8-17-12 Special Meeting

8-21-12 Council

8-21-12 Work Session

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## UNAPPROVED

### COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 8, 2012

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#### OPEN MIC/PUBLIC COMMENT

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Jerry Pierce, 12236 Partridge Street NW, distributed a script from his last appearance stating no response had been given. He requested a Council report on the lack of accomplishments in the City, then referred to the City Manager hiring process and agreements with The Harvest Grill.

Nate Kraymeyer, 10371 Grouse Street NW, said he supported Trackside Dog Park and said reports of problems have been exaggerated or misleading. He said the majority of users don't know of the intention to close the park and while there is room for improvements the park is very clean and people are for the most part courteous and positive. He suggested parking on one side of 104<sup>th</sup> Avenue helps. He said to close the park would be a disservice.

Steven Johnson 9253 Palm Street NW, said he was part of the group to meet with Council in 2007 to discuss opening the park. He shared his support for the park stating it was the best investment the City had going.

Caitlyn Vanasse, 12525 Hummingbird Street NW, referred to the positive impacts of the park including fostering a sense of community and quality of life which the Council refers to in its 2030 Vision. She said parking could be addressed through more signage and that the community is more important than one neighborhood. She encourage the Council to open another park before closing this one.

Mike Carter, 10410 Hummingbird Street NW, said he has obtained the signatures of nine of the 11 homeowners that surround Trackside to remove the park. He said while he agreed with some of the statements no changes have ever been made and that the park should be shut down.

Randy Ripply, 10640 6<sup>th</sup> Street Blaine, suggested the park entrance be moved from 104<sup>th</sup> Avenue and Hummingbird to 104<sup>th</sup> Avenue and Grouse Street away from Mr. Carter's property.

Jackie McKinney, 1561 118<sup>th</sup> Lane NW, said while she agreed with the concerns closing the park before opening another would not be a good option. She suggested an annual permit option to help offset costs as well as more enforcement. She said the community spirit brings Coon Rapids together and encouraged Council to look at options before closing.

Jackie Ferrar, 11040 Hanson Boulevard, asked Council not to close Trackside as it fosters a sense of welcoming community. She said the open space is the best feature and while cleanliness is not always good dog owners help clean on their own. She added noise from the trains is more than from the dog park.

#### CALL TO ORDER

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The first regular meeting of the Coon Rapids City Council for the month of August was called to

order by Mayor Tim Howe at 7:00 p.m. on Wednesday, August 8, 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 Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders and Scott Schulte

Members Absent: None

#### ADOPT AGENDA

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MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

#### APPROVAL OF MINUTES OF PREVIOUS MEETINGS

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JULY 17, 2012, WORK SESSION  
JULY 17, 2012, COUNCIL MEETING  
JULY 17, 2012, EXECUTIVE SESSION  
JULY 23, 2012, SPECIAL MEETING  
AUGUST 1, 2012, WORK SESSION

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MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SANDERS, FOR APPROVAL OF THE MINUTES OF THE JULY 17, 2012, WORK SESSION MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, FOR APPROVAL OF THE MINUTES OF THE JULY 17, 2012, COUNCIL MEETING. THE MOTION PASSED UNANIMOUSLY.

Councilmember Schulte requested a change to the minutes noting City Attorney Brodie joined the meeting at 9:00 p.m.

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE MINUTES OF THE JULY 17, 2012, EXECUTIVE SESSION

MEETING AS AMENDED. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE MINUTES OF THE JULY 23, 2012, SPECIAL MEETING. THE MOTION PASSED UNANIMOUSLY.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE MINUTES OF THE AUGUST 1, 2012, WORK SESSION MEETING. THE MOTION PASSED UNANIMOUSLY.

CONSENT AGENDA/INFORMATIONAL BUSINESS

1. AUTHORIZE EXECUTION OF A JOINT POWERS AGREEMENT WITH THE STATE OF MINNESOTA AND ANOKA-RAMSEY COMMUNITY COLLEGE FOR SECURITY SERVICES FOR 2012-2013
2. CONSIDER RESOLUTION NO. 12-87 TO ACCEPT THE DONATION OF MONIES FROM TARGET CORPORATION FOR NIGHT TO UNITE ACTIVITIES
3. CONSIDER RESOLUTION 12-89 APPROVING SUBMISSION OF A PROPOSAL TO CONTINUE THE PARTNERSHIP WITH THE FRIDLEY AND SPRING LAKE PARK/BLAINE/MOUNDS VIEW FIRE DEPARTMENTS FOR HAZARDOUS MATERIALS RESPONSE SERVICES CONTRACT WITH THE MINNESOTA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER JOHNSON, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

4. OPEN MIC REPORT – JERRY PIERCE – 12236 PARTRIDGE STREET NW – DEBATE, OPEN MIC, AND CONSTRUCTION ISSUES

Mayor Howe presented a memorandum from staff to Council stating Jerry Pierce, 12236 Partridge Street NW, appeared at the July 17, 2012, Open Mic portion of the meeting with concerns regarding Open Mic, construction issues with the new Police garage, and scheduling a Council debate.

Council has responded in the past to Mr. Pierce's concerns regarding a Council debate and Open Mic procedures. Staff is unaware of any construction issues with regard to either the Police garage or Firestone and encourages Mr. Pierce to contact the Building Inspections Department with any specific concerns so they can be followed up on.

5. OPEN MIC REPORT – CHRISTINE FERRIS – 2961 114<sup>TH</sup> AVENUE NW – RE: ORDINANCE AMENDMENT TO ALLOW THE KEEPING OF CHICKENS WITHIN

THE CITY

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Mayor Howe presented a memorandum from Staff to Council stating Christine Ferris, 2961 114th Avenue NW appeared at the Open Mic portion of the July 17th Council meeting to request an ordinance amendment that would allow residents to keep chickens within the City.

Ms. Ferris requested that Council consider amending City ordinance to allow the keeping of chickens within the City. She shared information on how keeping chickens would be beneficial to residents and offered to meet with staff and share further information. Staff has forwarded a Zoning Ordinance Text Amendment request to Ms. Ferris for her submittal that formally requests a zoning ordinance amendment, suggested language for the amendment and reasons for the changes. Once this request has been submitted staff will review the documents for consistency with the Comprehensive Plan and then follow up with next steps for consideration.

PUBLIC HEARING

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6.      CONSIDER ECONOMIC DEVELOPMENT ASSISTANCE TO WINDFALL MEDICAL, LLC, 3789 COON RAPIDS BOULEVARD:
    - A.      PUBLIC HEARING, 7:00 P.M.
    - B.      CONSIDER RESOLUTION 12-86 AUTHORIZING THE ECONOMIC DEVELOPMENT AUTHORITY TO EXPEND TAX INCREMENTS IN THE FORM OF A GRANT TO WINDFALL MEDICAL, LLC
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Community Development Specialist Brown presented a memorandum requesting the Council to authorize the Economic Development Authority to expend tax increment funds to provide economic development assistance to Windfall Medical, LLC for construction of a 32,000 square foot medical office building at 3789 Coon Rapids Boulevard.

Windfall Medical, LLC proposes constructing a 32,000 square foot medical office building on the former McKay Lincoln-Mercury car dealership site at 3789 Coon Rapids Boulevard. North Suburban Eye Specialists, which is currently located at 3790 Coon Rapids Boulevard, would be the primary tenant in the building. The Planning Commission recommended approval of a site plan for the project on July 19 and the Council will consider it at its August 8 meeting. Windfall Medical submitted an application to the City for tax-increment financing to assist with project costs. Staff has reviewed the application and project costs and believes that the project is an appropriate candidate for financial assistance.

Staff proposes providing a \$400,000 economic development grant using pooled TIF funds from TIF District 1-6. Because the development site is located within TIF Project Area No. 1, State TIF law allows for use of existing cash balances in existing districts for development projects that would not occur "but for" the assistance. This grant will cover costs associated with demolishing the existing car dealership building, site preparation, and utility work. The developer estimates the cost of

preparing the site for development at \$695,000 and the total project cost at \$6,000,000. In order to expend these tax increment funds, the Council must authorize an authority, in this case the Economic Development Authority, to make the expenditure. Resolution 12-86 includes the authorization. The Economic Development Authority will consider the assistance package on August 8 immediately following the Council meeting.

Mayor Howe opened and closed the public hearing at 7:32 p.m. since no one appeared to address the Council.

**MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT RESOLUTION NO. 12-86 AUTHORIZING THE ECONOMIC DEVELOPMENT AUTHORITY TO EXPEND TAX INCREMENTS IN THE FORM OF A GRANT TO WINDFALL MEDICAL, LLC IN THE AMOUNT OF \$400,000.**

Councilmember Sanders commented this was a good project that would add approximately \$6 million to the City's tax base along with a number of jobs. He said the project would not happen without the assistance of TIF, which was being used to demolish the existing building and prepare the site.

Mayor Howe asked if this was a tool that would continue to be available for redevelopment. Community Development Specialist Brown stated TIF funds should be available for demolition and preparation of sites in the future unless there was a change in TIF law by legislation.

THE MOTION PASSED UNANIMOUSLY.

#### OLD BUSINESS

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7. CONSIDER RESOLUTION 12-82 AMENDING THE COMPREHENSIVE PLAN FROM OFFICE TO MODERATE DENSITY RESIDENTIAL, PATRICIA J. JORDAN, SOUTHEAST CORNER OF WOODCREST AVENUE AND EGRET AVENUE, PC 12-6
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Planner Harlicker presented a memorandum to Council stating the applicant is requesting approval of an amendment to the City's Comprehensive Land Use Plan to change the land use designation from Office to Moderate Density Residential.

#### **Background**

The applicant is requesting a change to the land use designation from *Office* to *Moderate Density Residential*. The site is currently vacant. According to the wetland inventory, there are two small wetlands on the site.

#### **Analysis**

The stated intent of the *Office* land use designation is to provide for office and other commercial uses generally compatible with adjacent residential uses. The stated intent of the *Moderate Density Residential* designation is that it includes land that could be developed as attached housing at gross density of 4 to 7 units per acre.

When considering this change in land use request, the following three factors should be taken into account:

- The subject property abuts a car dealership.
- It is across the street from a convenience store and vacant property that is guided *Moderate Density Residential*.
- It is across the street from a townhouse development.
- There is a park down the street.

A land use designation of *Moderate Density Residential* would serve as an extension the townhomes to the west. The proposed amendment would be compatible with the property north of Egret Boulevard, which has a land use designation of *Moderate Density Residential* and *Neighborhood Commercial*. Developing this parcel at a moderate residential density would also make use of the nearby park and the adjacent convenience store.

This proposed land use amendment would increase the amount of land that is guided *Moderate Density Residential* by five acres, from 981 acres to 986 acres. The proposed amendment would not have a significant impact on the amount of land that is currently designated *Moderate Density Residential*. It would decrease the amount of land that is currently guided *Office* from 250 to 245 acres, a decrease of 2%.

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT RESOLUTION NO. 12-82 APPROVING THE PROPOSED LAND USE AMENDMENT BASED ON THE FOLLOWING FINDINGS:**

1. THE PROPOSED LAND USE AMENDMENT WOULD SERVE AS AN EXTENSION OF THE TOWNHOMES TO THE WEST.
2. THE PROPOSED AMENDMENT WOULD BE COMPATIBLE WITH THE COMMERCIAL PROPERTY TO THE NORTH.
3. DEVELOPING THIS PARCEL AT A MODERATE RESIDENTIAL DENSITY WOULD ALSO MAKE USE OF THE NEARBY PARK AND THE ADJACENT NEIGHBORHOOD COMMERCIAL DEVELOPMENT (CONVENIENCE STORE).

Councilmember Koch asked it was prudent to rezone this parcel to residential as it was adjacent to a car lot. Planner Harlicker noted the car lot did have to follow current light standards within the City Code and that screening would be added to the site to protect the adjacent townhomes.

Councilmember Sanders stated the car dealership currently complies with the City's light standards with shoebox lighting.

Mayor Howe said he was pleased that this parcel would be rezoned and agreed with the moderate density residential recommendation.

THE MOTION PASSED UNANIMOUSLY.

8.      **CONSIDER ADOPTION OF ORDINANCE AMENDING THE ZONING MAP FROM OFFICE TO MODERATE DENSITY RESIDENTIAL, PATRICIA J. JORDAN, SOUTHEAST CORNER OF WOODCREST AVENUE AND EGRET AVENUE, PC 12-7**

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Planner Harlicker presented a memorandum to Council stating the applicant is requesting the approval of an ordinance rezoning certain property from Office to Moderate Density Residential. The applicant has also submitted a request for a corresponding change to the Comprehensive Land Use Plan from Office to Moderate Density Residential.

**Background**

The applicant is requesting a rezoning from *Office* to *Moderate Density Residential*. The site is currently vacant. According to the wetland inventory, there are two small wetlands on the site.

**Analysis**

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

**Mistake in the Original Zoning**

From 1985 to 1999 the subject property was zoned *Neighborhood Commercial*. The property remained undeveloped during this time. Included as part of the Comprehensive Plan update approved in 1999, the property was rezoned to *Office* and has remained undeveloped. Since the property was rezoned from *Neighborhood Commercial* to *Office*, the properties to the east and south, which have frontage along Highway 10, have been developed. Because this property is not visible from Highway 10 and the nearest access to Highway 10 is over a mile away, it is not very desirable as commercial or office development. It is a better candidate for a use that does not depend on visibility or access from Highway 10 such as a moderate density residential development.

Reasonable Use of the Property

The subject property is located in an area that is, with the exception of the car dealership that has Highway 10 frontage, generally residential in character. There are townhomes, neighborhood commercial and a park nearby. Rezoning this parcel to *Moderate Density Residential* would be consistent with the current residential character of the neighborhood.

Since the site has not developed as either commercial or office in over 25 years, the neighborhood has changed such that the applicant cannot maintain a reasonable use of the property under the current zoning.

The City Council should also give consideration to the evaluation criteria found in Section 11- 307 when considering rezoning requests.

<b>Section 11-307 Criteria</b>	<b>Comments</b>
Effect of public health, safety, order, convenience, and general welfare in the area.	<b>OK</b> - The proposed zoning will not adversely impact the area. The property is adjacent to commercial and townhouse residential land uses; it is down the street from a city park.
Effect on present and potential surrounding land uses.	<b>OK</b> – The proposed zoning will not adversely impact the surrounding residential or commercial land uses. Future moderate density residential development would serve as an extension of the adjacent townhouse developments.
Conformance with the Comprehensive Land Use Plan.	<b>OK</b> – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City’s Comprehensive Land Use Plan. The proposed land use designation is Moderate Density Residential.
Conformance with any applicable development district.	<b>OK</b> – There is no applicable district plan in this area.

**Planning Commission Meeting**

At the Planning Commission meeting held on June 21st no residents spoke at the public hearing. The Commission Voted 6:0 to recommend approval of the proposed zone change.

**City Council Meeting**

At the City Council meeting held on July 17th the Council introduced the ordinance. The Council asked if the applicant has any development plans. The applicant does not have any plans for development at this time. Moderate Density Residential zoning allows for townhome development at a density of up to seven units per acre.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER JOHNSON, TO ADOPT AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES IN THE ZONING CLASSIFICATION WITH THE FOLLOWING FINDINGS:

1. THE PROPOSED ZONE CHANGE WOULD BE CONSISTENT WITH THE COMPREHENSIVE LAND USE PLAN.
2. THE PROPOSED ZONE CHANGE IS COMPATIBLE WITH THE SURROUNDING ZONING DISTRICTS AND LAND USES.
3. THE PROPOSED ZONE CHANGE WOULD NOT HAVE AN ADVERSE IMPACT ON THE AREA.
4. THE TIMES AND CONDITIONS HAVE CHANGE AND THE CHARACTER OF THE NEIGHBORHOOD HAS CHANGED SO THAT A REASONABLE USE OF THE PROPERTY CAN NOT BE MADE UNDER THE CURRENT ZONING.

Councilmember Johnson stated this was a perfect use for the site and thanked the Planning Commission for discussing and recommending the change from Office to Moderate Density Residential.

Councilmember Sanders indicated the parcel needed a change and was in full agreement with the proposed rezoning.

THE MOTION PASSED UNANIMOUSLY.

9. CONSIDER ADOPTION OF ORDINANCE INCREASING THE MAXIMUM DRIVEWAY WIDTH IN THE LDR2 ZONING DISTRICT AND ESTABLISH A DEFINITION AND STANDARDS FOR OFF DRIVE PARKING AREAS

Planner Harlicker presented a memorandum requesting the Council stating on June 5, 2012 the City Council introduced an ordinance that included both the LDR1 and LDR2 zoning districts. The Council discussed the proposed changes at a following workshop and expressed concerns about what type of impact the proposed changes would have on the larger lots located in the LDR1 zoning district. Council directed staff to modify the proposed code change to not include the LDR1 zoning district. This change was significant enough that staff felt the revised ordinance should be reintroduced.

At the July 17th City Council meeting Council introduced the revised ordinance.

Staff is currently researching possible changes to driveway dimensions in the LDR1 district that

would address the concerns raised by the Council. A separate ordinance will be proposed to address the issues identified by the Council.

### Background

As part of the continuing process of updating Title 11, staff has been reviewing the zoning code and provisions of the property maintenance code with the intention of making sure they are consistent and supportive of each other. Parking trailers and RVs alongside garages has been an ongoing issue in the city for a number of years. The code currently allows parking in front and side yards only on an improved surface. Improved surfaces include asphalt, concrete or pavers. The maximum drive way width (36 feet) often precludes widening the driveway to provide access to these accessory off-drive parking areas. A related question is should these off-drive parking areas be required to be paved.

### Proposed Changes

#### *Driveway Width and Off-Drive Parking Area Width*

To provide access to the off-drive parking areas staff is proposing that the maximum driveway width be increased to a maximum of 40 feet or 50 percent of the lot width, whichever is less. If the lot is less than 72 feet wide, they would still be allowed a 36 foot wide driveway. The maximum width would be measured between the front of the garage to 20 feet from the front of the garage and would include the off-drive parking area. At 20 feet from the garage the driveway would have a maximum width of 36 feet (what the current code allows). This would allow angled access to the parking area. The maximum driveway width at the street right-of-way would remain unchanged (24 feet).

The maximum width of the off-drive parking area would be 12 feet. and could not extend more than 24 feet from the front of the garage to the rear. It could extend to the property line.

#### *Surface Material*

#### Off-Drive Parking Areas

The current code requires that these side parking areas be finished with an improved surface. Since they typically function as storage space and not an active driveway, staff proposed allowing alternative materials be used as a surface. These materials include pervious pavers, patio blocks or concrete pavers, or porous paving grids. Typically these types of materials can be installed by a homeowner. They are proposed as a compromise between materials such as concrete and bituminous that require professional installation and a gravel material.

The Commission discussed the use of a stone or gravel material for the parking area. If stone were to be used, the Engineering Department recommended a 3/4 inch fractured stone. It would allow water to percolate but would not shift like landscaping stone. It also comes washed so there is no dirt or gravel that will prohibit drainage and track off site. The use of stone would require a suitable edging material to control the spread of the stones. The Commission decided to recommend that stone be

allowed as a finish material for the part of the parking area located to the rear of the front line of the garage.

The entire off-drive parking area would have to be finished and extend to the drip line of the vehicle that is parked on it. The finish material would have to be installed per standards on file with the city or per manufacturer's specifications.

#### Driveways

The current code requires that driveways be finished with an improved surface. Finish surface materials include concrete, bituminous, brick pavers or similar hard surface material approved by the Community Development Director. No changes are proposed for this standard.

#### New Definition

Off-Drive Parking Area - An off street area connected to a driveway intended for the parking of vehicles.

#### Planning Commission Meeting

At the Planning Commission meeting held on May 17th two residents spoke at the public hearing. One believed that stone should be added as an approved surface material for off drive parking areas because it would be a less costly alternative than pavers and paving grids. He also stated that there should be a separation distance between the parking area and the side of the garage to allow room for a sidewalk or walkway between what is being parked and the garage. The second resident supported the use of stone as a finish material and discussed the process of applying for driveway permit and the need for a survey.

The Commission voted 4:0 to recommend approval of the proposed ordinance.

Councilmember Sanders asked if a defined border was mandated through the ordinance. Planner Harlicker indicated the City Engineering Department was working on design specifications and would address the border.

Mayor Howe questioned if the Inspections Department would determine if specific products met the specifications within the new ordinance. Planner Harlicker explained it would be a combination of the Planning and Inspections Departments. Through the permitting process, the applicant would have to specify the material that would be used for the driveway surface.

**MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SCHULTE, TO ADOPT AN ORDINANCE TO INCREASE THE MAXIMUM DRIVEWAY WIDTH IN THE LDR2 ZONING DISTRICT AND ESTABLISH A DEFINITION AND STANDARDS FOR OFF DRIVE PARKING AREAS AND THEREBY AMENDING REVISED CITY CODE – 1982 SECTIONS 11-200 AND 11-705(10).**

Councilmember Johnson asked for the effective date of this ordinance and inquired if the length should be limited to 24 feet. Planner Harlicker reviewed the maximum allowable driveway width in further detail with the Council.

Mayor Howe questioned if the 24-foot length was a concern for the Planning Commission. Planner Harlicker stated this was not discussed.

Councilmember Schulte commented the ordinance would allow the parking of RVs, boats or vehicles on an improved surface adjacent to garages. He noted it may not suit all vehicles if over 24 feet in length.

Councilmember Johnson expressed concern with limiting the improved driveway surface length to 24 feet.

Councilmember Sanders said he did not recall discussing the length of RVs allowed on improved parking surfaces. He approved of the 24-foot length explaining this was adequate.

Mayor Howe commented if the 24 feet were increased, the parking surface would spill over into the rear yard. He indicated the improved surface would assist in keeping recreational vehicles, boats and additional vehicles off of the main driveway.

Councilmember Klint indicated this space should be used for overflow parking, boats or trailers and was not intended for large RVs as this would become an eyesore to neighbors. She said she was not in favor of allowing for the 24 feet to be expanded and if this was the case, she requested the Council discuss this matter further at a future work session meeting.

Mayor Howe questioned if the ordinance could be approved but direct staff to speak with the Planning Commission on the RV parking concerns.

Councilmember Koch commented LDR1 driveways were still up for discussion.

Councilmember Johnson suggested this be held off and brought back to the Planning Commission for a recommendation on both LDR2 and LDR1.

Councilmember Schulte explained the Council had already discussed this item at length in a work session meeting and recommended action be taken this evening. He stated RVs were not discussed at the work session or when the ordinance was introduced and that an RV amendment could be added in the future.

Mayor Howe agreed stating the code enforcement officers were anticipating this ordinance approval.

Councilmember Johnson stated he would support this ordinance and would push for further action.

**THE MOTION PASSED UNANIMOUSLY.**

**NEW BUSINESS**

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**10.      CONSIDER APPROVAL OF SITE PLAN, NORTH SUBURBAN EYE SPECIALIST  
         OFFICE BUILDING, 3789 COON RAPIDS BOULEVARD, PC 12-14**

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Planner Harlicker presented a memorandum to Council stating the applicant is requesting site plan approval for a 32,000 square foot office building at 3789 Coon Rapids Boulevard.

The applicant is proposing a 32,000 square foot one story office building. The project is located within PORT Wellness, at the northeast corner of Round Lake Boulevard and Coon Rapids Boulevard. It is the former site of the McKay auto dealership. The project includes 166 parking spaces, is utilizing an existing right-in only access from Coon Rapids Boulevard and a full access on Round Lake Boulevard. The access on to Round lake Boulevard will also be used by the adjacent senior housing project. The applicant is requesting design flexibility regarding the floor to area ratio, building design and height and landscaping.

The applicant designed the project so that it is compatible and consistent with the adjacent senior housing project. The applicant has taken elements and materials used in the senior housing building and incorporated them into the design of this building. The elements include color of materials, use of brick and incorporating columns into the design. The landscaping between the two parking lots are also consistent with each other.

The applicant has an anticipated construction start of September or October this year.

**Design Flexibility**

**Floor to Area Ratio (FAR)**

The code requires a FAR of .6. The applicant is proposing an FAR of .2. Staff and the Commission recommends the Council approve the proposed .2 FAR. A .6 FAR would require a 99,156 square foot building with 461 parking spaces.

**Building Design**

*Windows and Doors*

The Code requires that 60% of the primary street facade be 60% glass on the first floor. The design of the building complies with the 60% windows on the main facade facing Coon Rapids Boulevard. However, the facade facing Round Lake Boulevard (the west elevation), while including many windows does not meet the 60% requirement. Given the design of the building (the need for eye examination rooms without windows), the placement of the proposed windows and the proposed landscaping, Staff and the Commission recommends the Council approve the proposed west elevation.

### *Building Height*

The code requires a minimum building height of 20 feet and designed with a two story expression. Most of the building has a maximum height of 18 feet. There are elements of the building that are taller than the required 20 feet. The raised canopies over the entrances and raised parapets give the building a two story feel. The applicant has taken elements and materials used in the adjacent senior housing building and incorporated them into the design of this building. Staff and the Commission recommend the Council approve the proposed building height.

### Landscaping

The applicant requested flexibility regarding the number of overstory trees along Coon Rapids Boulevard. The code requires trees at 25 foot intervals. The applicant is proposing to plant overstory trees at 30 foot intervals and supplement them with ornamental trees. This will allow the overstory trees sufficient room to grow to their full height and width and the ornamental trees will add interest at a lower height. Staff and the Commission recommend the Council approve landscaping flexibility regarding overstory trees along Coon Rapids Boulevard.

### Site Plan Layout

#### Access

The plan utilizes existing access from Coon Rapids Boulevard and Round Lake Boulevard. The access from Coon Rapids Boulevard is right-in only. The access from Round Lake Boulevard is a full access and is shared with the adjacent senior housing project. Because of differences in topography, there are no other options for shared drive aisles. There is a landscaped median between the two parking lots.

#### Building Design

Even though the proposed building is a single story, certain design features give it a taller expression. The raised canopies over the entrances and raised parapets give the building a two story feel. The applicant has taken elements and materials used in the adjacent senior housing building and incorporated them into the design of this building. The elements include color of materials, use of brick and incorporating columns into the design. The design of the building complies with the 60% windows on the main facade facing Coon Rapids Boulevard. However, the facade facing Round Lake Boulevard (the west elevation), while including many windows does not meet the 60% requirement.

#### Grading and Drainage

The applicant had been working with the adjacent property owner on a combined stormwater pond. However, timing of the two projects has not allowed for the shared design. At this time, each project will have a pond that abuts the other but functions independently. The applicant will continue

conversations with the adjacent developer should the opportunity for the shared pond materialize.

The stormwater pond will be designed and constructed as a rain garden. The planting schedule includes a mix of seeds specifically for rain gardens. The property owner should ensure that proper maintenance is performed to ensure the rain garden functions properly and is aesthetically pleasing.

### Landscaping

The plan provides for sufficient plantings in the parking lot. However, additional plantings are required in the open space areas, along the front of the building facing Coon Rapids Boulevard and along Round Lake Boulevard. The code requires two additional open space overstory trees, 21 shrubs along Round Lake Boulevard and 128 shrubs along the foundation of the building. The applicant is asking for design flexibility regarding the number of overstory trees along Coon Rapids Boulevard. The applicant is proposing planting trees at 30 foot intervals instead of 25 feet and supplementing them with ornamental trees.

### **Planning Commission Meeting**

At the Planning commission held on July 19th, no one spoke at the public hearing. The Commission had a lengthy discussion regarding EIFS and whether it was an acceptable exterior building material. The applicant agreed to eliminate the EIFS and replace it with stucco, which is listed in the code as an acceptable building material. The Commission also had an extended discussion regarding the height of the building and appropriateness of design flexibility.

The Commission voted 6:1 to recommend approval of the proposed site plan. Commissioner Schwartz had concerns about the height of the building and the two story expression, and voted against the motion. The rest of the Commission believed it complied with the intent of the ordinance. As part of their deliberation they discussed the requests for design flexibility and agreed that it is appropriate for this project.

Councilmember Sanders asked if the floor area ratio should be revised as it appears each new development requires flexibility with this number. Planner Harlicker agreed this should be revised.

Councilmember Schulte inquired if site plan approval required compliance with Title 11 of the City Code. Planner Harlicker recommended this be made Condition 9.

Councilmember Klint expressed concern with the loss of access to Round Lake Boulevard in the future. Planner Harlicker said he was not aware of any plans to lengthen the median along Round Lake Boulevard by the County.

Councilmember Koch discussed the floor to area ratio in further detail and agreed the rate should be reviewed.

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER**

SANDERS, TO APPROVE THE PROPOSED SITE PLAN WITH THE FOLLOWING CONDITIONS:

1. SEATING AREAS AND TRASH RECEPTACLES BE PROVIDED AT THE ENTRANCES.
2. THE LANDSCAPE PLAN BE REVISED TO SHOW AN ADDITIONAL 2 GREEN SPACE OVERSTORY TREES, ADDITIONAL 21 STREET FRONTAGE SHRUBS AND AN ADDITIONAL 128 FOUNDATION SHRUBS ALONG THE COON RAPIDS BOULEVARD BUILDING FRONTAGE.
3. THE PROPERTY OWNER ESTABLISH A MAINTENANCE PROGRAM FOR THE RAIN GARDEN AND PROVIDE THE CITY WITH A COPY.
4. ALL EIFS TO BE CHANGED TO STUCCO
5. THE SPACING OF THE OVERSTORY TREES ALONG COON RAPIDS BOULEVARD, EAST OF THE DRIVEWAY, TO BE CONSISTENT WITH THE TREES ON THE ADJACENT SENIOR HOUSING PROJECT.
6. AN ADDITIONAL 5 ORNAMENTAL TREES BE PLANTED ALONG ROUND LAKE BOULEVARD.
7. APPROVAL OF DESIGN FLEXIBILITY WITH RESPECT TO BUILDING HEIGHT, FLOOR TO AREA RATIO, AMOUNT OF GLASS ON THE WEST ELEVATION, AND THE NUMBER OF OVERSTORY TREES ALONG COON RAPIDS BOULEVARD.
8. THE APPLICANT ENTER INTO A SECURITY AGREEMENT WITH THE CITY PRIOR TO ISSUING THE BUILDING PERMIT.
9. COMPLIANCE WITH TITLE 11 – LAND DEVELOPMENT REGULATIONS OF THE CITY CODE.

Councilmember Johnson thanked the developer for working with the adjacent property to create a unified development between the two sites.

Councilmember Sanders suggested the City seek approval from the County to assure that the median will not be lengthened. Acting City Manager Gatlin this would be reviewed by the County through the permitting process.

Councilmember Schulte indicated the intersection of Round Lake Boulevard and Coon Rapids Boulevard was a challenge and this development would increase traffic. However, the proposed use should not be hindered and traffic could always use the right-in, right-out to avoid Round Lake Boulevard.

THE MOTION PASSED UNANIMOUSLY.

11.      CONSIDER APPROVAL OF SITE PLAN, MERCY HOSPITAL OFFICE BUILDING,  
            NORTHWEST CORNER OF BLACKFOOT STREET AND COON RAPIDS  
            BOULEVARD, PC 12-13

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Planner Harlicker presented a memorandum to Council stating the applicant is requesting site plan approval for a 123,000 square foot office building. The property is located at the northwest corner of Blackfoot Street and Coon Rapids Boulevard.

The project is located on the north side of Coon Rapids Boulevard, across the street from Mercy Hospital. It includes a four story brick building with 552 parking spaces. The site is bounded by 119th Avenue on the north, Blackfoot Street on the east, Coon Rapids Boulevard on the south and ECE newspaper building on the west. Access is from Blackfoot Street; no access is proposed from Coon Rapids Boulevard. The applicant is requesting design flexibility regarding the floor to area ratio, parking requirements and design, and building orientation.

The applicant is considering a possible future skyway connection to the hospital; however, it is not being proposed as part of this application. The site is designed to accommodate a future second building and structured parking. The applicant has an anticipated construction start of September or October this year.

**Design Flexibility**

Floor to Area Ratio (FAR)

The code requires a FAR of .6, the applicant is proposing and FAR of .25. Staff and the Commission recommends the Council approve the .25 FAR. A .6 FAR would require a 291,193 square foot building which in turn would require 1,357 parking spaces.

Parking Flexibility

The applicant is requesting dimensional flexibility with respect to number of parking stalls. The code requires that there be 1 space per 215 square feet; they are requesting to provide parking at a ratio of 1 space per 222 square feet. The code requires 572 spaces, the applicant is proposing 552 (20 spaces less than required). The reduced number of stalls is based on the tenant mix, the desire for additional green space and reduction in stormwater runoff. The size of the spaces comply with the dimensional requirement.

The applicant is also requesting parking design flexibility. The code requires parking to be located to the rear or sides of the building. Because the lot is a corner lot, no access is allowed from Coon Rapids Boulevard and the need to preserve the opportunity for future expansion, much of the parking is located between the building and Blackfoot Street. Staff and the Commission recommends the

Council approve design flexibility regarding parking.

### Building Orientation

The code requires that the principle building face the primary street. The applicant is requesting design flexibility to allow the front of the building to face Blackfoot Street. Because the lot is a corner lot, no access is allowed from Coon Rapids Boulevard, all access will be from Blackfoot Street and the need to preserve the opportunity for future expansion, the applicant is requesting that Blackfoot Street be designated the primary street.

### **Site Plan Layout**

#### Access

Access to the site is provided from Blackfoot Street. Three driveways are proposed, two for patients and staff and one for service and deliveries. This layout allows for the separation of service deliveries from patient and staff traffic. To reduce conflicting turning movements, the southerly driveway aligns with Zea Street. The patient and staff driveways are designed to allow patients to be dropped off at the entrance and the drivers to circulate back into the parking area to find a parking space. The drive aisles and curb cuts comply with the dimensional requirements. No access is proposed from Coon Rapids Boulevard.

#### Landscaping

The plan exceeds the required landscaping. Sufficient trees are provided along the street frontage, open space and around the drainage ponds. The plan includes a variety of overstory trees, evergreens, ornamental trees and shrubs and perennials.

#### Building Design

The building is four stories with a tower like feature anchoring the southeast corner. The exterior materials include a mix of brick and precast architectural limestone. There is a limestone band and a change in brick to delineate the upper stories from the first floor. A canopy and a bank of windows that extend into the upper floors emphasize the main entrance. The variety of building materials are continued around all four sides of the building.

#### Grading, Drainage and Utilities

The City Engineer is finalizing the grading, drainage and utility plans. No significant issues have emerged. The stormwater ponds will be designed to temporarily hold water then dry out. They are not designed as wet ponds. The side slopes are at an angle that will allow for maintenance; the ponds will not be fenced. The applicant will use the soil from the ponds to construct landscaped berms between the streets and the parking areas.

### **Planning Commission Meeting**

At the Planning Commission meeting held on July 19th two residents and a representative from North Suburban Eye Specialists spoke at the public hearing. One resident had questions about the stormwater pond. The design, function and landscaping of the pond was explained. The other resident asked about the construction time frame and noise level. They are hoping to start construction this fall, Blackfoot Street will remain open during construction, the noise level will have to remain within the limits allowed by city code and the heating and cooling units will be located on the roof to reduce noise. The representative from North Suburban Eye Specialists asked about the possible skyway and how it would impact traffic, the increase of traffic on Blackfoot Street and she believed that there should be no flexibility regarding the parking requirements. The skyway will be designed with a clear span over Coon Rapids Boulevard and would not impact traffic and traffic on Blackfoot would access Coon Rapids Boulevard at a signalized intersection.

The Commission voted 6:0 to recommend approval of the proposed site plan. As part of their deliberation they discussed the requests for design flexibility and agreed that it is appropriate for this project. They stated that they believed the building was well designed and attractive. They discussed the proposed three freestanding signs and indicated that all signage is subject to separate sign permits and would have to comply with the sign ordinance.

Mayor Howe questioned if the holding pond would be screened. Planner Harlicker stated the pond would be well screened by the applicant.

Councilmember Koch asked if the water retention ponds would be wet or dry. Planner Harlicker indicated the ponds were engineered to generally be dry.

**MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER LARSON,  
TO APPROVE THE PROPOSED SITE PLAN WITH THE FOLLOWING CONDITIONS:**

1. COMPLIANCE WITH TITLE 11, LAND DEVELOPMENT REGULATIONS.
2. A SITTING AREA THAT INCLUDES BENCHES AND TRASH RECEPTACLES BE PROVIDED AT THE ENTRANCE.
3. THE CITY IS OFFERING DESIGN FLEXIBILITY TO THE PARKING REQUIREMENTS, THE FLOOR TO AREA RATIO, AND ALLOWING THE PRINCIPLE BUILDING TO FACE BLACKFOOT STREET.
4. A BIKE RACK MUST BE ADDED NEAR THE ENTRANCE OF THE BUILDING.
5. EXTRA EVERGREEN SCREENING ON THE WEST SIDE OF THE BUILDING WILL BE REQUIRED IF THE VAULTS ARE NOT CONSTRUCTED.

6. THE APPLICANT ENTER INTO A SECURITY AGREEMENT WITH THE CITY PRIOR TO ISSUING THE BUILDING PERMIT.
7. THE APPLICANT RECORD A LOT COMBINATION FORM.

Councilmember Schulte said he was pleased with the new development coming to the City and Port Wellness.

Councilmember Johnson agreed stating this was a great project.

THE MOTION PASSED UNANIMOUSLY.

## 12. CONSIDER RESOLUTION 12-88 APPOINTING AN ACTING CITY MANAGER

Assistant City Manager Stemwedel presented a memorandum to Council stating at the July 23rd Special Meeting, the City Council appointed Steve Gatlin, Public Services Director, as Acting City Manager. The resolution memorializes that appointment and provides additional compensation for the duties Mr. Gatlin will perform as Acting City Manager.

The City Council accepted the resignation of the City Manager on July 23, 2012 and appointed Steve Gatlin as Acting City Manager at that time. Mr. Gatlin has agreed to serve as Acting City Manager until a new City Manager can be hired. The City has begun the process to hire a City Manager, but it is anticipated that this process will take four to six months to complete. Therefore, it is appropriate to provide Mr. Gatlin with additional compensation as he will assume many of the duties of the City Manager for a significant period of time. The additional compensation provided by the resolution will cease on the new City Manager's first day of employment.

MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT RESOLUTION NO. 12-88(A) APPOINTING STEVE GATLIN AS ACTING CITY MANAGER. THE MOTION PASSED UNANIMOUSLY.

## OTHER BUSINESS

### 13. RESPONSE TO GRAFFITI CONCERNS

Police Chief Wise presented a memorandum to Council addressing the concerns over recent repeated incidents of graffiti vandalism on the west side of Coon Rapids and was interested in an update on what the police department was doing to combat the problem.

Graffiti is serious and must be addressed immediately as once started, it tends to grow rapidly. The department's gang expert has been able to determine the tagging along the west side of town has no

known gang affiliation. From an investigative standpoint this is both good and bad news. Good in that it is not indicative of gang activity, bad in that the tags themselves do not tend to reveal the identity of an individual or a group. This type of vandalism is notoriously difficult to stop because it is usually committed under the cover of darkness and takes only moments to commit.

Extra patrols have been and will continue to be in the area while the case is under investigation. Our assigned detective has been working directly with staff of the affected property owners to ensure timely cleanup. We encourage citizens to call 911 to report suspicious activity and fresh vandalism. By making a 911 call, an officer has the opportunity to interview the reporting party as to what they may have seen and also has the opportunity to potentially gather evidence that may have been left behind. Officers also photograph the markings prior to any repair so that once a suspect is identified all of the damage can be linked.

Councilmember Schulte thanked Police Chief Wise for addressing this issue.

Councilmember Klint stated the Ponds at Shenandoah were becoming a concern and requested staff address the maintenance.

Mayor Howe agreed stating one pond was retaining water, the middle pond was covered with algae while the third was overgrown with grass. He encouraged staff to continue screening the ponds.

Councilmember Klint thanked the Fire Department for attending several Night to Unite parties on Tuesday, August 7, 2012.

Mayor Howe also thanked all who hosted events in the City for Night to Unite. He indicated he attended several events with Police Chief Wise.

Police Chief Wise explained there were 104 Night to Unite events registered with the City this year.

Councilmember Koch noted August 9, 2012 would be the last Live at the Dam Summer Concert.

Mayor Howe indicated on Friday, August 10, 2012 Movies in the Park would take place at Sand Creek Park with the movie beginning at 8:30 p.m. He noted this was a great family event and encouraged all to attend.

Mayor Howe commented County Road 14 and the new bridge was now open. He stated the City would continue to work on the trail and sidewalk. He appreciated all who worked on the project and thanked the residents being patient.

ADJOURN

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MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KOCH,  
TO ADJOURN THE MEETING AT 8:43 P.M. THE MOTION PASSED UNANIMOUSLY.

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

ATTEST:

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

## UNAPPROVED

### COON RAPIDS CITY COUNCIL WORK SESSION OF AUGUST 9, 2012

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A work session of the Coon Rapids City Council was called to order by Mayor Tim Howe on Thursday, August 9, 2012, at 6:20 p.m. in Conference Room #1 at Coon Rapids City Hall.

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

Members Absent: None

Staff Present: Acting City Manager Steve Gatlin, Assistant City Manager Matt Stemwedel, Finance Director Sharon Legg, Manager of Accounting/Treasurer Kevin Vouk, Fire Chief John Piper, Police Chief Brad Wise, Golf Pro Tim Anderson, Community Development Director Marc Nevinski, City Attorney Dave Brodie, City Clerk Cathy Sorensen, Intern Vincent Vu

#### 1. CALL TO ORDER

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

#### 2. 2012 PROPOSED BUDGET REVIEW

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Finance Director Legg gave a presentation of the proposed 2013 budget including the tax levy and impacts to property owners. She noted the proposed levy will be presented at the September 4 Council meeting for adoption for Truth in Taxation notices to be mailed by the County in November.

#### 3. OTHER BUSINESS

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Discussion was held on the possible closure of Trackside Dog Park. After discussion Council consensus was to keep the park open until spring of 2013 when a new park could be identified.

#### 4. ADJOURN

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Mayor Howe adjourned the work session at 8:50 p.m.

Respectfully submitted,

Cathy Sorensen  
City Clerk

**UNAPPROVED**

COON RAPIDS SPECIAL CITY COUNCIL MEETING MINUTES OF AUGUST 17, 2012

A special meeting of the Coon Rapids City Council was called to order by Mayor Tim Howe at 7:32 a.m. on Friday, August 17, 2012, in the Council Chambers.

Members Present: Mayor Tim Howe, Councilmembers Paul Johnson, Bruce Sanders, and Scott Schulte

Members Absent: Councilmembers Denise Klint, Melissa Larson, Jerry Koch

1. CONS. APPROVAL OF CANVASS OF AUGUST 14, 2012, PRIMARY ELECTION

A memorandum was presented from City Clerk Sorensen with the results from the primary election, which reflect that the nominees for the November 6, 2012, ballot will appear as Denise A. Klint and Chad Newman for Ward 1; Ken Boelter and Ron Manning for Ward 2; and Steve Wells and Roger Johnson for Councilmember At-Large.

MOTION BY COUNCILMEMBER SCHULE, SECONDED BY COUNCILMEMBER SANDERS, TO APPROVE THE CANVASS OF THE AUGUST 14, 2012, PRIMARY ELECTION AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

2. OTHER BUSINESS

Discussion was held on filling the City Manager position. Council consensus was to direct staff to schedule a work session following the regular meeting of August 21, 2012, to discuss this when all Council was present.

3. ADJOURN

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER SANDERS, TO ADJOURN THE MEETING AT 7:50 A.M. THE MOTION PASSED UNANIMOUSLY.

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

ATTEST:

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

## UNAPPROVED

### COON RAPIDS CITY COUNCIL MEETING MINUTES OF AUGUST 21, 2012

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#### OPEN MIC/PUBLIC COMMENT

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Marlin Henning 2030 127<sup>th</sup> Avenue NW, referred to the lack of pond maintenance Shenandoah Boulevard and Main Street. He shared photos with the Council depicting algae, adding maintenance processes used on the ponds near the Target store in Andover could be a possible solution. Mr. Henning complimented the City on the bike trails and the evergreen plantings that have begun. He also requested Council consideration of a landscape plan.

Councilmember Koch noted the pond maintenance issue was brought up at a recent neighborhood meeting and is a concern.

Dale Koch, 2020 127<sup>th</sup> Avenue NW, referred to his previous Open Mic appearance where he spoke about taxes, City spending, Open Mic procedures, potential business owners, the status of the Vadnais Heights Ice Center and actual costs for the Coon Rapids Ice Center.

Dave Hoge, 532 127<sup>th</sup> Avenue NW, said he was concerned about the possible closing of Trackside Dog Park. He said he frequents the park and uses the picnic area, trails, creek, and field for exercise and doesn't want to lose a good community asset.

Chad Newman, 12305 Jonquil Street NW, requested Council reconsider the prepay ordinance by and to involve incoming Councilmembers in the City Manager hiring process.

Jerry Pierce, 12236 Partridge Street NW, referred to his previous Open Mic appearance regarding alleged construction problems with the police storage facility and Firestone. He also referred to a potential breach of contract with 13 public employees. He asked for a debate with staff on code changes and how many jobs have been created in the last six years, then inquired about the City Manager selection process.

Steve Johnson, 9853 Palm Street NW, thanked Council and staff for Trackside Dog Park, stating it has been a successful plan for five years and a great investment for Coon Rapids.

Mike Carter, 10410 Hummingbird Street NW, said he started the petition against Trackside Dog Park because of the noise, traffic, and the nuisance of loose dogs. He referred to people parking behind his driveway, stating the police have not always been supportive of enforcing this ordinance.

Thomas Nargo, 10420 Hummingbird Street NW, said he had supported the dog park in beginning but now feels it shouldn't be located in this neighborhood. He referred to instances where dog fights have occurred, inappropriate language, being bitten, and the difficulty of controlling his dogs with a dog park next door. He asked that the park be relocated to another area.

Jackie Ferrar, 11040 Hanson Blvd, shared her support for the dog park and offered moving the gate as one option to help redirect traffic. She said the noise concerns come from the train and dogs inside the homes, not from dogs at the park. She submitted a petition with 207 signatures in support

of the dog park.

Caitlyn Vanasse 12525 Hummingbird Street NW, corrected the spelling of her name for the record.

Janay Nordby, 10030 Palm Street NW, offered her support for the dog park and offered to help mow the park to keep costs down even after the new park is open. She said the park is cleaned up by the residents and that it offers a sense of community. She suggested moving the gate to the other end and using wooden fences so parking would be on side.

Nate Kraymeyer, 10371 Grouse Street NW, asked members of the audience to stand in show of support of the dog park. He said many use the park and said while there are ways to improve the park the City has done well trying to address the concerns.

Valerie Carter, 10410 Hummingbird Street NW, referred to parking and other violations that have been ignored, noting her daughter has been attacked at the park. She said she and her family have been threatened and began a petition asking for park closure. Ms. Carter asked that the Council consider closing the park now instead of waiting for a new location.

#### CALL TO ORDER

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The second regular meeting of the Coon Rapids City Council for the month of August was called to order by Mayor Tim Howe at 7:00 p.m. on Tuesday, August 21, 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 Denise Klint, Melissa Larson, Paul Johnson, Jerry Koch, Bruce Sanders and Scott Schulte

Members Absent: None

#### ADOPT AGENDA

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MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KLINT, TO ADOPT THE AGENDA AS AMENDED, ADDING ITEM 1A. THE MOTION PASSED UNANIMOUSLY.

**PROCLAMATIONS/PRESENTATIONS**

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1.      **CONSIDER RESOLUTION 12-96 ACCEPTING A DONATION FROM THE COON RAPIDS EVANGELICAL FREE CHURCH TO BE USED TOWARD PURCHASE OF A LUCAS 2 CHEST COMPRESSION SYSTEM AND AMEND THE 2012 GENERAL FUND BUDGET**
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Mayor Howe indicated representatives from the Coon Rapids Evangelical Free Church were in attendance to present to the City funds totaling \$14,507.80 for the purchase of a LUCAS 2 Chest Compression System.

Mayor Howe indicated currently the Fire Department has two LUCAS Chest Compression Systems (carried in the Rescue 1 and Rescue 3 vehicles) leaving Rescue 2 without immediate access to this life saving device. A dramatic increase in life saving capabilities has been seen the sooner a LUCAS System can be applied to a sudden cardiac arrest patient. With this purchase, there would be no delay of waiting for a second rescue truck to provide this equipment when time is critical to the patient's survival.

Fire Chief Piper and Mayor Howe thanked the representatives from Coon Rapids Evangelical Free Church for their generous donation. The Council and staff offered them a round of applause.

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTION NO. 12-96, ACCEPTING A DONATION FROM THE COON RAPIDS EVANGELICAL FREE CHURCH TO BE USED TOWARD PURCHASE OF A LUCAS 2 CHEST COMPRESSION SYSTEM AND AMEND THE 2012 GENERAL FUND BUDGET. THE MOTION PASSED UNANIMOUSLY.**

- 1A.      **CONSIDER RESOLUTION 12-99 ACCEPTING A DONATION FROM TEXAS ROADHOUSE TO BE USED TOWARDS THE PURCHASE OF SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**
- 

Mayor Howe indicated Texas Roadhouse was donating \$289 to assist with the purchasing of smoke detectors for Coon Rapids residents. He offered a special thank you to Texas Roadhouse for their generosity. The Council and staff offered a round of applause.

Fire Chief Piper commented it was vital to have working smoke detectors in your home. He explained that for members of the community that cannot afford a smoke detector, the Fire Department has a program available to assist.

**MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-99, ACCEPTING A DONATION FROM TEXAS ROADHOUSE TO BE USED TOWARDS THE PURCHASE OF SMOKE DETECTORS AND**

CARBON MONOXIDE DETECTORS. THE MOTION PASSED UNANIMOUSLY.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS

None.

CONSENT AGENDA/INFORMATIONAL BUSINESS

2. APPROVE AMENDMENT NO. 1 TO THE AGREEMENT FOR RESIDENTIAL RECYCLING PROGRAM WITH ANOKA COUNTY ACCEPTING THE GRANT AMENDMENT OF \$25,620.74 FROM THE ANOKA COUNTY RECYCLING ENHANCEMENT GRANT PROGRAM
3. AUTHORIZE EXECUTION OF SERVICE CONTRACT AND OTHER NECESSARY DOCUMENTS WITH GREATER METROPOLITAN HOUSING CORPORATION TO ADMINISTER THE 2012 CDBG HOUSING REHABILITATION PROGRAM

MOTION BY COUNCILMEMBER SANDERS, SECONDED BY COUNCILMEMBER KLINT, FOR APPROVAL OF THE CONSENT AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

REPORTS ON PREVIOUS OPEN MIC

4. OPEN MIC REPORT – TRACKSIDE DOG PARK

Mayor Howe presented a memorandum from staff to Council stating at the August 8, 2012 Council meeting, several residents spoke in support of the Trackside Dog Park and leaving it open. Also, Mr. Mike Carter presented Council with a petition with nine signatures of residents adjacent to the dog park requesting that the Trackside Dog Park be closed immediately.

Staff discussed with the Council at a recent work session, the status of negotiations for a dog park at an alternate location. Planning for the relocation of a dog park is currently underway. The consensus of the City Council seemed to be that the Trackside Dog Park would remain open until such time as a new dog park is operational. The Parks and Recreation Commission also took action at its regular meeting on August 6, 2012 to recommend to Council that the Trackside Dog Park remain open until a replacement park is open.

The next step in the process will be for plans for a new dog park be completed and presented to City Council for approval. Also, negotiations need to be completed with Anoka County and the City of Andover for sharing of costs for operation and maintenance of the new dog park. These discussions are currently ongoing and should be completed by the end of 2012.

Mayor Howe requested that this item be discussed at a workshop in the next month or so.

Councilmember Sanders stated he spoke with a representative from Blaine and Ham Lake was also interested in a dog park. He commented the site may become a regional facility.

**BID OPENINGS AND CONTRACT AWARDS**

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**5.      ACCEPT PROPOSAL FOR UPDATED RISK MANAGEMENT PLAN FOR CITY'S WATER TREATMENT PLANTS**

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Acting City Manager Gatlin presented a memorandum to Council stating the Federal EPA mandated that every five years the City of Coon Rapids update its Risk Management Plan. The Risk Management Plan deals with procedures and possible accidental release of chemicals at the City's east and west water treatment plants. Two proposals were received from consultants who are currently providing water system consulting engineering services for the City. These include SEH, Inc. and PCE, Inc. Consideration of the proposals and selection of a firm to provide the Risk Management Plan update is appropriate at this time.

The City last updated its Risk Management Plan in 2006. EPA Rules suggest the plan needs to be updated every five years. We are approximately six months overdue in completing our plan update. The update was last completed by SEH in late 2006.

Staff believes the SEH proposal most meets our needs. SEH is familiar with our City's water treatment plants and they have completed the last two Risk Management Plans including the original in 2000 and the update in 2006.

Fees for the proposal from both firms are summarized as follows:

SEH, Inc.	\$11,000
PCE, Inc.	\$14,500

**MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER KOCH, TO ACCEPT THE PROPOSAL FOR THE RISK MANAGEMENT PLAN UPDATE SERVICES FROM SEH, INC. AS OUTLINED IN THEIR PROPOSAL DATED AUGUST 6, 2012 AND AUTHORIZE EXECUTION BY APPROPRIATE CITY OFFICIALS. THE MOTION PASSED UNANIMOUSLY.**

**OLD BUSINESS**

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- 6.      2012(2) MISCELLANEOUS SPECIAL ASSESSMENTS:**  
**A.      CONSIDER RESOLUTION 12-90 (ONE YEAR)**  
**B.      CONSIDER RESOLUTION 12-91 (THREE YEAR)**
-

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

After the assessment hearing on miscellaneous assessments was held on July 17, 2012, property owners who were objecting to their assessments were referred to the Board of Adjustment and Appeals for review at their meeting on August 2. After the Board of Adjustment and Appeals heard objections on August 2, 2012, the following recommendations have been made (names in bold were in attendance, all others were not present):

Case #	Address/PIN#	Original Assessment(s)	Board of Adj. Recommendation
12-18V	<b>Angie &amp; John Heck</b> 3101 116 <sup>th</sup> Lane NW 16-31-24-22-0084	Securing Vacant Property-\$256.00	Reduced Assessment to \$190.00
12-19V	<b>Federal National Mortgage Assoc.</b> 11915 Wintergreen Street NW 11-31-24-42-0111	Citation Fee-Removal & Disposal-\$330.00 Removal & Disposal-\$521.00	Reduced Assessment to \$716.00
12-20V	<b>Premier McKay</b> 3789 Coon Rapids Blvd. 17-31-24-21-0045	Citation Fee-Mowing/Weed-\$330.00 Citation Fee-Mowing/Weed-\$330.00	Affirm Assessments-\$660.00
12-21V	<b>Citimortgage Inc.</b> 559 109 <sup>th</sup> Avenue NW 13-31-24-34-0063	Citation Fee-Removal & Disposal-\$330.00 Removal & Disposal-\$313.50 Citation Fee-Securing Vacant Property-\$330.00 Securing Vacant Property-\$301.00 Citation Fee-Mowing/Weed-\$330.00	Affirm Assessments-\$1,604.50
12-22V	<b>Jeffrey Worms</b> Vacant Lots West of 10212 Mississippi 21-31-24-44-0052	Citation Fee-Parking Off Pavement-\$330.00	Affirm Assessments-\$330.00
12-23V	<b>James Verdich</b> 2028 105 <sup>th</sup> Avenue NW 22-31-24-31-0113	Citation Fee-Rental Violation-\$530.00	Reduced Assessment to \$330.00
12-24V	<b>Tiffany Crawford</b> 12400 Thrush Street NW 10-31-24-22-0106	Citation Fee-No Rental License-\$330.00 Citation Fee-No Rental License-\$630.00 Citation Fee-No Rental License-\$1,230.00	Affirm Assessments-\$2,190.00

12-25V	<b>Dennis Blue</b> 11227 Crocus Street NW 16-31-24-42-0045	Excessive Consumption-\$180.00 Citation Fee-Removal & Disposal- \$330.00 Citation Fee-Removal & Disposal- \$630.00 Citation Fee-Expired Tabs Vehicle- \$330.00	Reduce Assessments to \$1,140.00
12-26V	<b>Steven Palmer</b> 11916 Kerry Street NW 09-31-24-32-0083	Citation Fee-Expired Tabs Vehicle- \$330.00	Affirm Assessment- \$330.00

The proposed resolution reflects the dollar amount based on the above appeals. An assessment fee of \$30.00 has been included in the totals in the Resolution.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO ADOPT RESOLUTIONS NO. 12-90(A) AND 12-91 ADOPTING 2012(2) MISCELLANEOUS SPECIAL ASSESSMENTS (CONTESTED MISCELLANEOUS ASSESSMENTS-ONE YEAR AND THREE YEAR).

Councilmember Sanders requested a change on Resolution 12-90(A) to paragraph four. Finance Director Legg noted she would correct the language.

Councilmember Koch questioned if Case 12-18V was reduced to \$160 or \$190. He said he was troubled by this assessment charged on this case as the homeowners had just closed on the home. Finance Director Legg stated the Finance Department does search Anoka County records prior to sending out notices. At times, the County information is not up to date. She explained the \$30 price difference with the assessment was a certification fee.

Councilmember Koch suggested the City work with the assessor to assure proper access to updated MLS information. Finance Director Legg stated this was a good point and would present this request to the assessor.

THE MOTION PASSED UNANIMOUSLY.

**NEW BUSINESS**

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7. **AUTHORIZE LEASE AGREEMENT WITH THE MN PROFESSIONAL GOLFER'S ASSOCIATION OF AMERICA, INC.**
- 

Golf Pro/Manager Anderson presented a memorandum to Council stating Staff is recommending authorization of a lease agreement with the MN Professional Golfer's Association of America, Inc. (MN PGA) to begin January 1, 2013 effective for ten years.

The Minnesota PGA Section Office oversees the geographic region of Minnesota, North Dakota, and South Dakota conducting regional qualifying tournaments, section championships, and events as well as sponsoring junior clinics. The PGA Section Office also conducts educational programs, workshops, and seminars for the benefit of local PGA members and apprentices.

Since 1990, Bunker Hills Golf Club has been the home for the Minnesota Golf Hall of Fame (controlled by the MN PGA) and the Minnesota PGA Section Office. Under the lease agreement, Bunker Hills Golf Club will continue to be the official homesite of the Minnesota Section PGA and the Minnesota Golf Hall of Fame. Additionally, per the proposed lease, Bunker Hills Golf Club will be the host facility for the Minnesota State Open in 2014, 2016, 2018, 2020, and 2022.

The lease agreement essentially sets out the terms of use between the MN PGA and the City including common area maintenance fees of \$4,800 and \$1,200 toward utilities.

Jon Tollette, MN PGA, thanked the City of Coon Rapids and Bunker Hills Golf Club for allowing the MN PGA to use Bunker Hills as its home.

Mayor Howe encouraged all to visit Bunker Hills Golf Club and see the front room completed by the MN PGA as it was quite impressive.

Mayor Howe then requested further information about the event taking place on August 24, 2012 at Bunker Hills Golf Club. Golf Pro/Manager Anderson explained that Bunker Hills will be hosting the second annual Tee it Up for the Troops event and invited the public to attend the opening ceremonies.

**MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SANDERS, TO APPROVE THE LEASE AGREEMENT WITH THE MN PGA.**

Councilmember Johnson said he was pleased with the great work being done at the golf course.

**THE MOTION PASSED UNANIMOUSLY.**

**8. APPROVE AND EXECUTE AGREEMENT WITH ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11 FOR USE OF DEDICATED LOCKER ROOMS AT COON RAPIDS ICE CENTER**

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City Attorney Brodie presented a memorandum requesting the Council consider and approve an agreement with Anoka-Hennepin Independent School District No. 11 for School District use of dedicated locker rooms at Coon Rapids Ice Center.

This is a proposed five-year agreement between the School District and the City in which the School District will agree to pay \$268,000 to the City. These payments will represent the School District's contribution for construction and finishing of the dedicated locker rooms in the Ice Center. School

District will make nine bi-annual installments of \$29,777.78 starting on September 1, 2012. The School District will continue to pay additional hourly rental fees for ice time and use of the locker rooms, which are addressed in a separate agreement before the Council. This Agreement and the amount being paid by the School District to the City is comparable to the agreement between the School District and the City of Andover for locker rooms when Andover constructed its ice arena.

**MOTION BY COUNCILMEMBER LARSON, SECONDED BY COUNCILMEMBER KLINT, TO APPROVE AND EXECUTE AGREEMENT WITH ANOKA-HENNEPIN INDEPENDENT SCHOOL DISTRICT NO. 11 FOR USE OF DEDICATED LOCKER ROOMS AT COON RAPIDS ICE CENTER.**

Councilmember Sanders asked if this agreement was comparable to that done with the City of Andover. Acting City Manager Gatlin stated the documents were the same.

THE MOTION PASSED UNANIMOUSLY.

**9.      APPROVE THE COON RAPIDS YOUTH HOCKEY ASSOCIATION'S REQUEST FOR ICE TIME AT THE COON RAPIDS ICE CENTER FOR ENTRY LEVEL PROGRAMS**

Ice Arena Manager Scott presented a memorandum to Council stating the Coon Rapids Youth Hockey Association is interested in continuing to support and encourage youth in the community to learn how to skate and play hockey. In this effort, the Association is requesting the City to provide up to 16 hours of ice time at no cost for the 2012-2013 Jr. Cardinal Camps and other recruiting activities.

In 2008 the Coon Rapids Youth Hockey Association, with support from the City, implemented the Jr. Cardinal Camp, a summer and fall series of 30-45 minute recruitment camps where participants can utilize Association equipment for skating and hockey instruction serving as an introduction to the sport.

In 2011 over 90 new families registered for the camps resulting in over 50 new registrations at the Mite and U8 entry levels.

To assist in defraying the costs of the activities, the Association is requesting the City's help by contributing the cost of the ice time.

Mayor Howe said he was pleased with the effectiveness of this program as it allowed new athletes to be introduced to the game of hockey.

Councilmember Sanders asked if the City was making the same efforts to promote the figure skating program. Ice Arena Manager Scott stated the offer has been made for some figure skating activities,

but has been more readily accepted by the hockey association. The goal was to get more skaters on the ice and to promote the use of the facility.

Mayor Howe commented the numbers for figure skating has increased. Ice Arena Manager Scott stated this was the case and the number of hockey players has also increased.

MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON, TO APPROVE THE COON RAPIDS YOUTH HOCKEY ASSOCIATION'S REQUEST FOR PROVIDING UP TO 16 HOURS OF ICE TIME AT THE COON RAPIDS ICE CENTER FOR PROGRAMS DIRECTED AT THE RECRUITMENT AND RETENTION OF BEGINNING PLAYERS. THE MOTION PASSED UNANIMOUSLY.

10.      **CONSIDER RESOLUTION 12-95 ESTABLISHING COON RAPIDS ICE CENTER FEES AND CHARGES**

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Acting City Manager Gatlin presented a memorandum to Council stating Ice Center Manager, Craig Scott, is recommending that Council consider increasing ice rental fees for the Coon Rapids Ice Center for the 2012-2013 season.

The City Council last reviewed an increase in ice arena rates in June 2011. The past several years, rates have been adjusted annually. The current ice arena rates are \$120.00/hour for the summer peak season (June - August), \$185.00/hour for the winter peak season (September - March), and \$140.00/hour for the spring season (April - May).

Mr. Scott outlines his recommended fee increases in a memorandum. He has also provided comparison information for rental rates for other arenas. It appears that our rental rates are comparable to most other arenas.

Mr. Scott is proposing that our rental rates be increased from \$120.00 to \$130.00 for summer prime time, \$185.00 to \$190.00 for winter prime time, and no change to the spring season rate. These rate increases represent approximately a 7.7% rate increase for summer prime time rates and 2.7% rate increase for winter prime time rates for 2012-2013. The average proposed rental rate for winter prime time for the other seven arenas surveyed is \$182.00 for the 2012-2013 season. The suggested rates for the 2012-2013 season would put us slightly ahead of most other arenas assuming they increase rates to the proposed amounts. However, staff believes our proposed rates are reasonable given the quality of our new facility.

Mr. Scott is also recommending rate increases for the outdoor rink rental and for the Coon Rapids Youth Hockey Association discounted rate. Currently, the CRYHA is charged \$170.00/hour during the prime time season. Mr. Scott is recommending that this rate be increased to \$175.00/hour for the 2012-2013 season. Also, currently the CRYHA is charged \$50.00/hour for rental of the outdoor rink. Mr. Scott is proposing that this rate be increased to \$60.00/hour for use of the outdoor rink by the CRYHA. He is also proposing that the rental rate for the outdoor rink be increased from the current

rental rate of \$60.00/hour for 2011-2012 be increased to \$75.00/hour for 2012-2013. He is proposing this larger increase due to the increased demand for the outdoor rink and higher maintenance costs due to snow removal.

In his memo, Mr. Scott provided justification for the proposed ice rental increases. He is not proposing any other increases for fees for services or activities since they were adjusted last year just before the arena was opened.

**MOTION BY COUNCILMEMBER KOCH, SECONDED BY COUNCILMEMBER SANDERS, TO ADOPT RESOLUTION NO. 12-95 REVISING THE RATE SCHEDULE FOR THE COON RAPIDS ICE CENTER AS SHOWN ON THE RATE SUMMARY TABLE FOR THE SEASON BEGINNING SEPTEMBER 1, 2012.**

Mayor Howe questioned if the proposed rate increases were a natural progression from previous years. Ice Arena Manager Scott stated this was the case, except for the fees charged for the outdoor ice. This rate was increased slightly more based on the demand for this particular sheet of ice. He added that the original rate was slightly low but required more maintenance than the indoor ice.

Councilmember Klint asked if the outdoor ice rink would be offering free skating time. Ice Arena Manager Scott indicated free skating was planned for the 2012-13 season. He hoped to have better participation this year.

Councilmember Klint inquired if the hockey association would be using rooms in the arena again this year. Ice Arena Manager Scott explained this agreement would come before the Council at its next meeting.

Mayor Howe suggested that open skate times be consistent to encourage public participation. He then requested further information on the concession operations be forwarded to the Council.

**THE MOTION PASSED UNANIMOUSLY.**

#### **OTHER BUSINESS**

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Councilmember Schulte thanked the residents of Ward 4 for attending the Neighborhood Meeting last night at Vineyard Park. He stated the meeting was well attended. He thanked Councilmember Koch and Councilmember Johnson for also being in attendance.

Mayor Howe thanked Councilmember Schulte for attending in his absence. He said he appreciated the number of residents for attending and offering questions and comments. He noted the last neighborhood meeting would be held at Aspen Park in Ward 5 on August 28, 2012 at 6:00 p.m.

Councilmember Schulte then thanked City staff for assisting and setting up each neighborhood meeting.

Councilmember Johnson thanked Ward 3 for the great attendance at the neighborhood meeting this year.

Mayor Howe mentioned Movies in the Park was a tremendous success this year. He thanked the Community Strength Foundation and staff for putting on this free event as there were over 600 people in attendance. He said hoped the event would continue on a yearly basis.

Councilmember Koch indicated this was a great event. He commented the Northstar Lions Club provided great concessions.

Councilmember Klint stated there was a great group of golfers and celebrities signed up for the second annual Tee It Up for the Troops event taking place this Friday, August 24, 2012.

Councilmember Sanders said he appreciated all of the volunteers and work that went into this event and encouraged the public to participate in the opening ceremony.

ADJOURN

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MOTION BY COUNCILMEMBER SCHULTE, SECONDED BY COUNCILMEMBER LARSON,  
TO ADJOURN THE MEETING AT 8:40 P.M. THE MOTION PASSED UNANIMOUSLY.

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Tim Howe, Mayor

ATTEST:

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Cathy Sorensen, City Clerk

**UNAPPROVED**

COON RAPIDS CITY COUNCIL WORK SESSION MEETING MINUTES OF AUGUST 21, 2012

A work session meeting of the Coon Rapids City Council was called to order by Mayor Tim Howe at 8:45 p.m. on Tuesday, August 21, 2012, in Conference Room 1.

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

Members Absent: None

1. CITY MANAGER POSITION

Acting City Manager Steve Gatlin shared that after further consideration, if the Council was willing he would be open to accepting the City Manager position. Discussion was held on the benefits of this proposal, and Council consensus was to prepare an item for consideration at an upcoming regular meeting appointing Steve Gatlin as City Manager.

2. OTHER BUSINESS

None.

3. ADJOURN

MOTION BY COUNCILMEMBER JOHNSON, SECONDED BY COUNCILMEMBER SCHULTE, TO ADJOURN THE MEETING AT 9:05 P.M. THE MOTION PASSED UNANIMOUSLY.

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

ATTEST:

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



**City Council Regular**

**1.**

**Meeting Date:** 09/04/2012

**Subject:** Temporary On-Sale 3.2% Malt Liquor License for Coon Rapids American Legion on September 15, 2012

**From:** Kris Linqvist, Deputy Clerk

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**INTRODUCTION**

An application was received from the American Legion Post 334 to obtain a temporary on-sale 3.2% malt liquor license to be used on September 15, 2012 for a Autumn Corn Feed located at the American Legion Post 334, 11640 Crooked Lake Blvd NW.

**DISCUSSION**

The appropriate license fee has been paid and the Certificate of Liability Insurance has been received. The Police Department conducted a background investigation on the applicant and found nothing that would prohibit issuance of this license. The event will take place on the grounds of the American Legion and will take place from 11 a.m. to 8 p.m.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: by allowing local non-profit organizations to provide community events.

**RECOMMENDATION**

Approval of a temporary on-sale 3.2% malt liquor license for the American Legion Post 334 to use on September 15, 2012 between the hours of 11 a.m. to 8 p.m. for the Autumn Corn Feed.

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**City Council Regular**

**2.**

**Meeting Date:** 09/04/2012

**Subject:** Temporary On-Sale 3.2% Malt Liquor License for Epiphany Church Fall Festival on October 6, 2012

**From:** Kris Linqvist, Deputy Clerk

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**INTRODUCTION**

Michael Lentz, on behalf of Epiphany Church, 11001 Hanson Blvd NW, has applied for a temporary on-sale 3.2% malt liquor license to be used at the Fall Festival on October 6, 2012.

**DISCUSSION**

The appropriate fees have been paid and the Certificate of Insurance for liquor liability is on file. The background investigation on Michael Lentz does not prevent licensing.

The On-sale 3.2% malt liquor license will be valid from 5:00 p.m. to 10:00 p.m.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: by allowing local non-profit organizations to provide community events.

**RECOMMENDATION**

Council approval of a temporary on-sale 3.2% malt liquor license for Epiphany Church for use at the Fall Festival on October 6, 2012.

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**City Council Regular**

**3.**

**Meeting Date:** 09/04/2012

**Subject:** Acceptance of Toward Zero Deaths (TZD) Traffic Enforcement Grant

**From:** Brad Wise, Police Chief

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**INTRODUCTION**

The Coon Rapids Police Department has been awarded a two-year (2013 – 2014) TZD (Toward Zero Deaths) Enforcement Grant from the Minnesota Department of Public Safety, Office of Traffic Safety to participate in seatbelt, speed and DWI enforcement efforts with the other ten law enforcement agencies in Anoka County, and to administer that grant for the other departments. The total grant amount for the first year is \$432,300.00. There will be a reassessment of the grant at the end of the first year.

**DISCUSSION**

The Coon Rapids Police Department has participated in many grants from the State including Safe & Sober, Operation NightCAP and the Anoka County DWI Task Force. This year's grant encompasses many such traffic enforcement initiatives with the goal of reducing accidents, injuries and traffic fatalities. This grant follows the Federal fiscal year starting October 1, 2012 through September 30, 2013. The total grant amount of \$432,300, which will be used by the eleven Anoka County Law Enforcement Agencies, includes \$291,200.00 dedicated to overtime for impaired driving enforcement efforts; \$74,945.00 for specific enforcement of seat belts, distracted driving and "move over" violations and \$42,315.00 for speed enforcement. The grant also includes \$15,000 for dispatcher resources during saturation waves and \$8,840.00 for administration of the grant.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Public Safety** section of the City's long term strategic vision by providing critical traffic law and DWI enforcement to enhance public safety in the City and surrounding communities.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution 12-92, accepting the 2013 TZD Enforcement Grant from the Minnesota Department of Public Safety, Office of Traffic Safety; and approve the 2013 TZD Enforcement Grant Agreement authorizing the Chief of Police or his designee to administer and act as the fiscal agent for the grant fund.

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**Fiscal Impact**

**BUDGET IMPACT:**

Traffic Safety enforcement operations are paid through overtime to police officers. The City will be reimbursed for overtime operations from the grant and portions of the \$8,840.00 will be used for administering the grant for all of the agencies involved.

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**Attachments**

Resolution

Grant Agreement

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**RESOLUTION NO. 12-92**

**A RESOLUTION TO ACCEPT THE GRANT OF MONIES FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF TRAFFIC SAFETY TO BE USED TOWARD TRAFFIC RELATED ENFORCEMENT IN ANOKA COUNTY**

**WHEREAS**, the Minnesota Department of Public Safety, Office of Traffic Safety has awarded a two-year Toward Zero Deaths (TZD) Enforcement Grant to be shared with eleven law enforcement agencies in Anoka County including the City of Coon Rapids Police Department for countywide speed, seatbelt and DWI enforcement initiatives; and

**WHEREAS**, the total grant amount for the first year is \$432,300; and

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

**WHEREAS**, the City Council finds that it is in the best interest of its citizens to enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects for two Federal fiscal years beginning October 1, 2012 through September 30, 2014 and accept the City's portion of the offered grant money of \$432,300.00 for the first year; and

**WHEREAS**, the Coon Rapids Police Department will be the fiscal agent and administrator of the grant.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coon Rapids, Minnesota, that the City's portion of the grant of \$432,300 is hereby accepted on behalf of the Police Department.

**BE IT FURTHER RESOLVED** the Coon Rapids Police Department enter into a grant agreement with the Minnesota Department of Public Safety, for traffic safety enforcement projects for two Federal fiscal years beginning October 1, 2012 through September 30, 2014.

**BE IT FURTHER RESOLVED** that the Coon Rapids Police Department Chief of Police or designee is hereby authorized to execute the grant, be the fiscal agent and administer the grant on behalf of the other Anoka County law enforcement agencies.

**BE IT FURTHER RESOLVED** that the City of Coon Rapids hereby extends its gratitude to the Minnesota Department of Public Safety, Office of Traffic Safety for the Toward Zero Deaths Enforcement Grant.

Adopted by the Coon Rapids City Council this \_\_\_\_ day of September, 2012.

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

ATTEST:

\_\_\_\_\_  
Catherine M. Sorensen, City Clerk



<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2013 Toward Zero Deaths (TZD) Enforcement Program  <b>Grant Agreement No.:</b> 3-13402
<b>Grantee:</b> Coon Rapids Police Department 11155 Robinson Dr NW Coon Rapids, Minnesota 55433	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/01/2012 <b>Expiration Date:</b> 9/30/2014
<b>Grantee's Authorized Representative:</b> Sgt. Ben Bautch Coon Rapids Police Department 11155 Robinson Dr NW Coon Rapids, Minnesota 55433 Phone: 763-767-6508 Email: <a href="mailto:bbautch@coonrapidsmn.gov">bbautch@coonrapidsmn.gov</a>	<b>Grant Agreement Amount:</b> Original Agreement \$432,300.00 Matching Requirement \$ 0
<b>State's Authorized Representative:</b> Jean K Ryan 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150 Phone: (651) 201-7074 Email: <a href="mailto:Jean.m.ryan@state.mn.us">Jean.m.ryan@state.mn.us</a>	Federal Funding: CFDA 20.600 and 20.608 State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2013 TZD Enforcement Program Application ("Application") and Work Plan which are incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2013 TZD Enforcement Program Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines which are incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150 Saint Paul, Minnesota 55101-5150.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. 3-13402

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

Date: \_\_\_\_\_

**2. GRANTEE**

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

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

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

Date: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative



Special Conditions:

Fiscal Agent:

The Coon Rapids Police Department is the fiscal agent for the following agencies:

- Anoka Police Department
- Anoka County Sheriff's Office
- Blaine Police Department
- Centennial Lakes Police Department
- Columbia Heights Police Department
- Fridley Police Department
- Lino Lakes Police Department
- Ramsey Police Department
- St. Francis Police Department
- Spring Lake Park Police Department

Budget Summary

Budget Category	Requested Amount	Match
Administration		
Administration	\$8,840.00	\$0.00
<b>Total</b>	<b>\$8,840.00</b>	<b>\$0.00</b>
Dispatch		
Dispatch	\$15,000.00	\$0.00
<b>Total</b>	<b>\$15,000.00</b>	<b>\$0.00</b>
Enforcement - Belt/Distracted/Move Over		
Enforcement-Belt/Distracted/Move Over	\$74,945.00	\$0.00
<b>Total</b>	<b>\$74,945.00</b>	<b>\$0.00</b>
Enforcement - DWI		
Enforcement-DWI	\$291,200.00	\$0.00
<b>Total</b>	<b>\$291,200.00</b>	<b>\$0.00</b>
Enforcement - Speed		
Enforcement - Speed	\$42,315.00	\$0.00
<b>Total</b>	<b>\$42,315.00</b>	<b>\$0.00</b>
Equipment		
Equipment	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
Equipment - Alcohol		
Equipment-Alcohol	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
Operating Expenses		
Operating Expenses	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$432,300.00</b>	<b>\$0.00</b>



**City Council Regular**

**4.**

**Meeting Date:** 09/04/2012

**Subject:** Contract for School Liaison Officer Services at the River Trail Learning Center

**Submitted For:** Cary Parks, Captain Administration

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

The Police Department requests to renew a contract with Anoka-Hennepin School District #11 for the 2012 – 2013 school year for School Liaison Officer (SLO) Services at River Trail Learning Center at L.O. Jacob School. This is the third year at this location for students from the former Bell Center School.

**DISCUSSION**

The Police Department maintains a separate contract with the Anoka-Hennepin School District #11 for School Liaison Officer services provided at this school.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Public Safety** section of the 2030 Strategic Vision in the following way: by enhancing safety to students, staff and visitors at the school.

**RECOMMENDATION**

Staff recommends that the City Council approve the 2012-2013 contract for School Liaison Officer Services at the River Trail Learning Center with Anoka-Hennepin School District #11.

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**Fiscal Impact**

**BUDGET IMPACT:**

The 2012-2013 contract reflects a 1-percent increase over last year, for a total of \$69,370.00.

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**Attachments**

Agreement

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**2012-2013**  
**River Trail Learning Center**  
**Contract for School Liaison and Prevention Program Officer Services**  
**Between the Anoka – Hennepin School District No. 11**  
**and the City of Coon Rapids**

This contract by and between the City of Coon Rapids (hereafter referred to as “City”) and Anoka – Hennepin Independent School District No. 11 (hereafter referred to as “District”) is entered into under Minnesota law.

**PURPOSE:** This contract is to address the need for the presence of police officers in District schools to provide prevention program instruction and liaison service to the District schools recognizing these services:

1. Promote crime prevention within District schools.
2. Provide drug abuse education.
3. Coordinate activities between the District, the criminal justice system, and social services.

1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers’ salaries and benefits including worker’s compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2012 to June 30, 2013, District’s fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer’s contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District.
- 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District’s Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. \*DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$69,370.00. Request for payment should be submitted by June 1, 2013, of the fiscal year.
11. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:  
  
River Trail Learning Center
12. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

City of \_\_\_\_\_

Anoka – Hennepin School District No. 11

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_  
Director of Student Services

Title \_\_\_\_\_

Date \_\_\_\_\_

*Approval as to Form  
David Broke  
City Attorney*



**City Council Regular**

**5.**

**Meeting Date:** 09/04/2012

**Subject:** Contract for School Liaison Officers and Prevention Program Services

**Submitted For:** Cary Parks, Captain Administration

**From:** Cathy Sorensen, City Clerk

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**INTRODUCTION**

The Police Department requests to renew a contract with Anoka-Hennepin School District #11 for the 2012 - 2013 school year for School Liaison Officer and Prevention Program Services. This agreement provides funding for assigning police officers as School Liaison Officers at Coon Rapids High School, Coon Rapids Middle School, and Northdale Middle School; and for officers teaching the Drug Abuse Resistance Education (D.A.R.E.) program in the elementary schools.

**DISCUSSION**

The Police Department has operated the School Liaison Program since 1974. Since 1989, the Police Department has instructed the nationally recognized D.A.R.E. program in all elementary schools in Coon Rapids.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Public Safety** section of the 2030 Strategic Vision in the following way: by enhancing safety to students, staff and visitors at the schools, and providing drug and violence prevention education to fifth-graders.

**RECOMMENDATION**

Staff recommends that the City Council approve the 2012-2013 contract for School Liaison and Prevention Program Officer Services with Anoka-Hennepin School District #11.

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**Fiscal Impact**

**BUDGET IMPACT:**

The 2012-2013 contract reflects a 1-percent increase over last year, for a total of \$175,306.00.

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**Attachments**

Agreement

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**2012-2013**  
**Contract for School Liaison and Prevention Program Officer Services**  
**Between the Anoka – Hennepin School District No. 11**  
**and the City of Coon Rapids**

This contract by and between the City of Coon Rapids (hereafter referred to as “City”) and Anoka – Hennepin Independent School District No. 11 (hereafter referred to as “District”) is entered into under Minnesota law.

**PURPOSE:** This contract is to address the need for the presence of police officers in District schools to provide prevention program instruction and liaison service to the District schools recognizing these services:

1. Promote crime prevention within District schools.
2. Provide drug abuse education.
3. Coordinate activities between the District, the criminal justice system, and social services.

1. **DEFINITIONS.** Police Officers working in the District will be engaged in two authorized programs. The School Liaison Officers in the middle schools and high schools will serve students and staff primarily in the area of crime prevention. Officers in the prevention program in the elementary schools will present an approved prevention program which is a part of the fifth grade health curriculum.
2. **OFFICER EMPLOYED BY CITY.** City shall employ (or assign), in accordance with applicable state statutes, a police officer or officers to serve as School Liaison and Prevention Program officer(s) in District schools. The selection or assignment of such officers shall be done by City. City shall assume all obligations and payments with regard to officers’ salaries and benefits including worker’s compensation, PERA, withholding taxes, etc. District will reimburse City as defined in Part 10 of this document.
3. **TERM OF CONTRACT.** The term of this contract shall be from July 1, 2012 to June 30, 2013, District’s fiscal year, renewable each year unless terminated by either party as defined in paragraph 10.
4. **ADMINISTRATION RESPONSIBILITIES.** Law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, discipline of the officer assigned, and other internal matters shall be under the authority of City. If requested, District shall provide City with an appraisal of the services received. City shall provide District with a statistical summary report once a year indicating services provided at the secondary level, Prevention Program schedules, and the name of the officer(s) providing the service.
5. **LEVEL OF SERVICE.** The officer will respond to emergency calls within the boundaries of City and attend police training and special duties as assigned by City while fulfilling the requirements of this contract. Time spent on emergency calls, police training, etc., shall not be considered to be time spent as a School Liaison or Prevention Program officer. Time in excess of eight hours per day shall be paid according to the officer’s contract, providing such additional time has been approved in advance by City and District. Blanket approvals will not be accepted.
6. **DUTIES OF OFFICER.** The list of basic duties and work schedule of the officer(s) shall be cooperatively developed between City and District..
- 6a. **PRIVACY OF PUPIL RECORDS.** Pursuant to the District’s Protection and Privacy of Pupil Records Policy and consistent with the requirements of the family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act, police officers shall be deemed to be school officials when performing the duties and responsibilities of the Police Liaison Officer. As such, the Police Liaison Officer and City certify and agree that all data created, collected, received, stored, used, maintained, or disseminated by the Police Liaison Officer must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act.

7. CLOTHING, EQUIPMENT, AND SUPPLIES. City shall provide any required clothing, uniforms, vehicle, necessary equipment and supplies for officer to perform law enforcement duties. District shall provide School Liaison Officers with a private, lockable office, telephone, and supplies necessary for the officer to perform required duties as specified in paragraph 6 of this contract.
8. SCHOOL CALENDAR. District shall provide City with a school calendar. Liaison services will be provided during the regular school year.
9. TERMINATION. Either party may terminate this agreement upon 30 days written notice of such termination. All payment due hereunder shall be prorated in the event of such termination.
10. \*DURATION AND COST. For and in consideration of the provision of School Liaison Officer and the Prevention Program Officer services in accordance with the terms of this contract, District shall pay City the sum \$175,306.00. Request for payment should be submitted by June 1, 2013, of the fiscal year.
11. SERVICE TO SCHOOLS. The following secondary schools shall receive School Liaison Officer service as a result of this contract:

Coon Rapids High School  
 Coon Rapids Middle School  
 Northdale Middle School  
 Crossroads Alternative

The following elementary schools shall receive Prevention Program services as a result of this contract:

Adams	Hoover	Sand Creek
Eisenhower	Mississippi	
Hamilton	Morris Bye	

12. SCOPE. It is agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have hereunder to set their hands.

City of \_\_\_\_\_

Anoka – Hennepin School District No. 11

Signed By \_\_\_\_\_

Signed By \_\_\_\_\_  
 Director of Student Services

Title \_\_\_\_\_

Date \_\_\_\_\_

*Approved as to Form  
 A. Franke  
 City Attorney*



## City Council Regular

6.

**Meeting Date:** 09/04/2012

**Subject:** Open Mic - Marlin Henning, Re: Lack of Pond Maintenance - Shenandoah Boulevard and Main Street

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

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

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### INTRODUCTION

Mr. Marlin Henning, 2030 127th Avenue appeared at Open Mic at the August 21, 2012 Council meeting. He had concerns about the lack of maintenance of ponds located at the northeast corner of the intersection of Shenandoah Boulevard and Main Street. Mr. Henning provided Council with photos showing the ponds full of algae and some well maintained ponds located in the City of Andover near Target. He suggested that the City consider developing and implementing a landscape plan.

### DISCUSSION

Ponds at the intersection of Shenandoah Boulevard and Main Street were constructed as part of the Anoka County Main Street reconstruction project completed in 2011. Work on this segment began just west of Hanson Boulevard and proceeded westerly to a point east of Coon Creek Boulevard.

Storm water ponds were constructed at the intersection of Shenandoah Boulevard and Main Street. The two southerly ponds consisted of separate chambers which were connected and are intended to be rate control ponds storing storm water during heavy rainfall events. The large pond to the north is a flat basin which was required for floodplain storage during high water conditions. This floodplain is dry during most occurrences. The two chambered pond system to the south holds water at all times.

As part of the permitting for the project from the Coon Creek Watershed District, the landscape plan involved stabilization of the area including planting a Board of Soil and Water approved wetland area seed mix. This was done over the entire larger northerly floodplain basin and on the perimeter areas around the two chambered pond system to the south. In addition, upland vegetation native seed mix was planted on the berm along Shenandoah and the boulevard along Main Street. Following the 2011 growing season, staff was asked to consider installing some landscaping along the berm. Trees were planted along Main Street and Shenandoah Boulevard in the spring of 2012. These included both pine and birch trees.

Following normal Anoka County procedures, once the construction is completed, the ponds are turned over to the City for ownership and maintenance. We are responsible for planting around the ponds, landscape maintenance, and any sediment removal required for the ponds in the future.

In viewing the ponds in the field, staff observed that the southerly two ponds have significant amounts of algae on the water surface. Vegetation around both of the chambered ponds to the south and across the entire floodplain basis is growing well and should be fully mature by 2013.

The City or County did not develop any additional landscaping plan for this ponding area. If Council desires, the City Parks staff could review these ponding areas and make recommendations for some additional plantings. Also,

because of the appearance of the pond, chemical treatment of algae could be considered beginning in 2013. The City currently uses a commercial lake treatment company called Lake Restoration. We currently have a pond algae treatment program where six ponding areas in the City are treated periodically for algae. These ponds could be added to the treatment program beginning in the spring of 2013 to improve their aesthetic appearance.

Mr. Henning suggested some sort of bubbler fountain system as shown in the commercial pond in Andover. This kind of system is not a practical application in this location because of difficulties with maintaining the bubbler and providing power to operate the system.

**ALIGNMENT WITH STRATEGIC VISION**

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

**RECOMMENDATION**

Staff recommends that some additional landscaping along the berm and pond perimeter be considered for 2013 and that these ponds be added to the City's algae treatment program for 2013.

cc: Marlin Henning, 2030 127th Avenue

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**Fiscal Impact**

**BUDGET IMPACT:**

If additional landscaping or chemical treatment for the ponds is implemented, funding will come from the City Storm Water Utility Fund - Fund 640.

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**City Council Regular**

**7.**

**Meeting Date:** 09/04/2012

**Subject:** Open Mic - Dale Koch, Re: Various Issues

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

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

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**INTRODUCTION**

Mr. Koch appeared at Open Mic at the August 21, 2012 Council meeting. Mr. Koch made several comments relating to taxes, City spending, the status of the Vadnais Heights Ice Center and actual costs for the Coon Rapids Ice Center.

**DISCUSSION**

Mr. Koch provided his personal opinion on several of these issues. Financing for the complete project cost for the Ice Center including construction, planning and design services, construction management, and land acquisition, has previously been discussed.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Excellence in Government** section of the City's long term strategic vision by responding to citizens' questions and concerns and by explaining the City's process related to their interests in government issues.

**RECOMMENDATION**

No further action is necessary on these items.

cc: Dale Koch, 2020 127th Avenue

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**City Council Regular**

**8.**

**Meeting Date:** 09/04/2012

**Subject:** Open Mic - Chad Newman, Re: Prepay Ordinance and City Manager Selection Process

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

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

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**INTRODUCTION**

Mr. Chad Newman, 12305 Jonquil Street, appeared at Open Mic at the August 21, 2012 Council meeting and made comments relating to the gas prepay ordinance and the City Manager selection process.

**DISCUSSION**

Mr. Newman suggested that the prepay ordinance issue be reopened and discussed in greater detail. He believes the businesses should handle the drive off issues themselves. If the new City Council wishes to reconsider this ordinance in 2013, they can proceed at that time.

Relative to the City Manager selection process, the City Council discussed this item at a work session and decided to proceed with a course of action that will be formally considered at a future Council meeting.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Excellence in Government** section of the City's long term strategic vision by responding to citizens' questions and concerns and by explaining the City's process related to their interests in government issues.

**RECOMMENDATION**

No further action is required on either of these items at this time.

cc: Chad Newman, 12305 Jonquil Street

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**City Council Regular**

**9.**

**Meeting Date:** 09/04/2012

**Subject:** Open Mic - Jerry Pierce, Re: Various Issues

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

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

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**INTRODUCTION**

Jerry Pierce, 12236 Partridge Street, appeared at Open Mic to provide the Council written information regarding his knowledge of construction problems with the City vehicle storage facility and the Firestone project. He also discussed an alleged breach of contract issue with 13 workers has gone on for the past 3-4 years.

**DISCUSSION**

The City Council received Mr. Peirce's written description of the issues involving the construction projects. These will be taken under advisement and reviewed by City staff if necessary.

Relative to the breach of contract issue, staff is not certain what Mr. Pierce is referring to in terms of breach of contract, the number of workers affected, and the length of time. We suspect he is referring to the issue ongoing with Teamsters Local No. 320 involving the Public Works Collective Bargaining Agreement. The Teamsters raised an issue with the Bureau of Mediation Services as to at what point seasonal employees become public employees and what implication the public employee designation would have. This item is currently being reviewed by the Bureau of Mediation Services and we expect some clarification in the future. We are not aware of any breach of contract issue or of any specific complaints filed by 13 workers referred to by Mr. Pierce.

Mr. Pierce also requested information on the building inspection operation and jobs created in the City in the last six years. Staff will determine how best to provide this information.

Finally, Mr. Pierce made a comment about the City Manager hiring process. The City Council is moving in a direction to appoint a full time City Manager sometime in September.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Excellence in Government** section of the City's long term strategic vision by responding to citizens' questions and concerns and by explaining the City's process related to their interests in government issues.

**RECOMMENDATION**

No further action is necessary regarding this item. Mr. Pierce listed a variety of issues that have been previously addressed or addressed in this memo.

cc: Jerry Pierce, 12236 Partridge Street

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**City Council Regular**

**10.**

**Meeting Date:** 09/04/2012

**Subject:** Open Mic - Traskside Dog Park

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

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

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**INTRODUCTION**

At the August 21, 2012 Council meeting, several residents spoke regarding the Traskside Dog Park. Several residents spoke in favor of keeping the dog park open and others spoke in opposition. Opponents were generally people living in the immediate neighborhood.

**DISCUSSION**

To respond to these individual comments, we would refer back to staff's memo prepared in response to the Open Mic discussion at the August 8, 2012 Council meeting. As noted, staff is preparing a plan for a new dog park at an alternate location. Discussion will be ongoing regarding relocating the dog park throughout 2012. When the plan is completed for the new dog park and considered by Council, and a joint powers agreement for operation and maintenance is in place, residents who have spoken at Open Mic will be contacted and given an opportunity to appear. City Council is well aware of opinions on both sides of the issue including users of the dog park and residents of the impacted neighborhood.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Quality of Life** section of the City's long term strategic vision by preserving, maintaining, and strengthening the quality of life in neighborhoods through proactive property maintenance, focus on public safety, strong communication and engagement, and paying attention to specific neighborhood issues and concerns.

**RECOMMENDATION**

No further action is necessary regarding this item. This memo is provided for informational purposes and to inform speakers that appeared at Open Mic on August 21, 2012 of the City Council's course of action regarding the Traskside Dog Park.

cc:

Dave Hoge, 532 127th Avenue  
Steve Johnson, 9853 Palm Street  
Mike Carter, 10410 Hummingbird Street  
Valerie Carter, 10410 Hummingbird Street  
Thomas Nargo, 10420 Hummingbird Street  
Jackie Ferrar, 11040 Hanson Boulevard  
Caitlyn Vanasse, 12525 Hummingbird Street  
Janay Nordby, 10030 Palm Street  
Nate Kraymeyer, 10371 Grouse Street

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**Attachments**

Dog Park Memo 8-21-12

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**AI-604**

**City Council Regular**

**Meeting Date:** 08/21/2012

**Subject:** Trackside Dog Park

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

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

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**INTRODUCTION**

At the August 8, 2012 Council meeting, several residents spoke in support of the Trackside Dog Park and leaving it open. Also, Mr. Mike Carter presented Council with a petition with nine signatures of residents adjacent to the dog park requesting that the Trackside Dog Park be closed immediately.

**DISCUSSION**

Staff discussed with the Council at a recent work session, the status of negotiations for a dog park at an alternate location. Planning for the relocation of a dog park is currently underway. The consensus of the City Council seemed to be that the Trackside Dog Park would remain open until such time as a new dog park is operational. The Parks and Recreation Commission also took action at its regular meeting on August 6, 2012 to recommend to Council that the Trackside Dog Park remain open until a replacement park is open.

The next step in the process will be for plans for a new dog park be completed and presented to City Council for approval. Also, negotiations need to be completed with Anoka County and the City of Andover for sharing of costs for operation and maintenance of the new dog park. These discussions are currently ongoing and should be completed by the end of 2012.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the Quality of Life section of the City's long term strategic vision by preserving, maintaining, and strengthening the quality of life in neighborhoods through proactive property maintenance, focus on public safety, strong communication and engagement, and paying attention to specific neighborhood issues and concerns.

**RECOMMENDATION**

No formal action is necessary at this time. Consensus of Council at the work session was that the Trackside Dog Park would remain open until a new dog park is completed.

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**City Council Regular**

**11.**

**Meeting Date:** 09/04/2012

**Subject:** Professional Services Agreement, Grant Writing and Implementation for U.S. EPA Area-Wide Brownfields Planning

**From:** Matt Brown, Community Development Specialist

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**INTRODUCTION**

The Council is asked to consider an agreement for professional services with Hoisington Kogler Group, Inc. for preparation of a grant application for an Area-Wide Brownfields Planning Grant from the U.S. Environmental Protection Agency.

**DISCUSSION**

In 2010, the City was awarded a \$400,000 Brownfields Assessment Grant by the U.S. Environmental Protection Agency. Since that time, the City has been utilizing the grant funds to conduct environmental assessment work at various brownfield sites throughout the City, mostly along the Coon Rapids Boulevard corridor. Specific sites where the City has conducted assessment activities include the City-owned properties in Port Campus Square, the former Frank's Nursery site at 3707 Coon Rapids Boulevard, the former McKay Lincoln-Mercury dealership at 3789 Coon Rapids Boulevard, and the former Amoco gas station at 395 Coon Rapids Boulevard. The City intends to build upon the successful implementation of the Brownfields Assessment Grant by seeking an Area-Wide Planning Grant for the Coon Rapids Boulevard Corridor. This grant program funds activities such as land use planning, infrastructure planning, and market analysis, as opposed to environmental assessment work. The intent of the Program is to facilitate an area-wide plan which will inform the assessment, cleanup and reuse of brownfield properties and promote area-wide revitalization. The focuses of the planning activities are expected to include the Port Evergreen District, the Foley Boulevard Transit Station Area, and the Evergreen Industrial Area. The specific geographic areas included will be determined at the time of implementation. It is anticipated that the EPA will announce its 2012 Area-Wide Planning Program in the fall of 2012. The amount of the grant is expected to be up to \$175,000.

Due to the competitive nature of EPA grant programs, using a consultant skilled in environmental work to prepare the grant application is highly recommended. Staff issued a Request for Qualifications in June and received two proposals for grant writing, administration, and implementation. Staff interviewed both firms that submitted proposals and selected a consultant team led by Hoisington Kogler Group (planning work) in consultation with SEH (engineering), Landmark Environmental (environmental), and Maxfield Research (market analysis). Staff negotiated an agreement with the consultant to complete the grant writing portion of the project. If the grant application is successful, the City will enter into an additional agreement with the consultant to complete the grant administration and planning work. If the initial application is not successful, the consultant will agree to work with the City to revise the application and resubmit for a subsequent round of funding. The cost of the grant writing portion of the project will not exceed \$5,000 and may be considerably less. The extent of the application will be clarified once the grants are formally announced.

**ALIGNMENT WITH STRATEGIC VISION**

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

Plan for sustainable redevelopment and infrastructure investments that correspond to market conditions and City goals and policies.

**RECOMMENDATION**

Staff recommends that the Council approve the Agreement for Professional Services with Hoisington Koegler Group, Inc. for grant writing services for the U.S. Environmental Protection Agency Area-Wide Planning Program.

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**Fiscal Impact**

**BUDGET IMPACT:**

Sufficient funds exist in the HRA fund for this expenditure.

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**Attachments**

Agreement for Professional Services

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## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_, between the City of Coon Rapids, Minnesota (hereinafter "City"), whose business address is 11155 Robinson Drive, Coon Rapids, MN 55433, and Hoisington Kogler Group, Inc., a Minnesota corporation (hereinafter "Consultant") whose business address is 123 North Third Street, Suite 100, Minneapolis, MN 55401.

### Preliminary Statement

The City has adopted policies regarding the selection and hiring of consultants to provide a variety of professional services for City projects. The policies and practices of the City require that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Consultant for grant writing/procurement hereinafter referred to as the "Work".

The City and Consultant agree as follows:

1. Scope of Work/Proposal. The Consultant agrees to provide the professional services shown in Exhibit "A" in connection with the Work. The terms of this standard agreement shall take precedence over any provisions of the Consultants proposal and/or general conditions that conflict with this agreement.
2. Term. The term of this Agreement shall be from September 5, 2012 through December 31, 2012, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
3. Compensation for Services. City agrees to pay the Consultant on an hourly basis plus expenses in a total amount not to exceed \$5,000 for the services as described in Exhibit A.
  - A. Any changes in the scope of the work which may result in an increase to the compensation due the Consultant shall require prior written approval by an authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.
  - B. Special Consultants may be utilized by the Consultant when required by the complex or specialized nature of the Project and when authorized in writing by the City.
  - C. If Consultant is delayed in performance due to any cause beyond its reasonable control, including but not limited to strikes, riots, fires, natural acts, governmental actions, actions of a third party, or actions or inactions of City, the time for performance shall be extended by a period of time lost by reason of the delay. Consultant will be entitled to payment for its reasonable additional charges, if any, due to the delay.

4. City Information. The City agrees to provide the Consultant with the complete information concerning the Scope of the Work and to perform the following services:

A. Access to the Area. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. As may be necessary, the City shall obtain access to and make all provisions for the Consultant to enter upon public and private lands or property as required for the Consultant to perform such services necessary to complete the Work.

B. Consideration of the Consultant's Work. The City shall give thorough consideration to all reports, sketches, estimates, drawings, and other documents presented by the Consultant, and shall inform the Consultant of all decisions required of City within a reasonable time so as not to delay the work of the Consultant.

C. Standards. The City shall furnish the Consultant with a copy of any standard or criteria, including but not limited to, design and construction standards that may be required in the preparation of the Work for the Project.

D. Owner's Representative. A person shall be appointed to act as the City's representative with respect to the work to be performed under this Agreement. He or she shall have complete authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the services provided or materials, equipment, elements and systems pertinent to the work covered by this Agreement.

5. Method of Payment. The Consultant shall submit to the City, on a monthly basis, an itemized invoice for professional services performed under this Agreement. Invoices submitted shall be paid in the same manner as other claims made to the City for:

A. Progress Payment. For work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. Consultant shall verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation as reasonably required by the City. Each invoice shall contain the City's project number and a progress summary showing the original (or amended) amount of the contract, current billing, past payments and unexpended balance of the contract.

B. Suspended Work. If any work performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to receipt of written notice from the City of such suspension, all as shown on Exhibit A.

C. Payments for Special Consultants. The Consultant shall be reimbursed for the work of special consultants, as described in Section 3B, and for other items when authorized in writing by the City.

D. Claims. To receive any payment on this Agreement, the invoice or bill must include the following signed and dated statement: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

6. Project Manager and Staffing. The Consultant has designated Rita Trapp to serve on the Project. Ms. Trapp shall be assisted by other staff members as necessary to facilitate the completion of the Work in accordance with the terms established herein. Consultant may not remove or replace Ms. Trapp from the Project without the approval of the City.

7. Standard of Care. All Work performed pursuant to this Agreement shall be in accordance with the standard of care in Anoka County, Minnesota for professional services of the like kind.

8. Audit Disclosure. Any reports, information, or data given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six years after the effective date of this Contract. The Consultant shall at all times abide by Minn. Stat. 13.01 et seq., the Minnesota Government Data Practices Act, to the extent the Act is applicable to data and documents in the possession of the Consultant. The Consultant shall immediately inform the City if the Consultant receives a request for information under the Data Practices Act. The City will cooperate with the Consultant in responding to the request for information.

9. Termination. This Agreement may be terminated by either party by seven days written notice delivered to the other party at the address written above. Upon termination under this provision, if there is no fault of the Consultant, the Consultant shall be paid for services rendered and reimbursable expenses until the effective date of termination. If however, the City terminates the Agreement because the Consultant has failed to perform in accordance with this Agreement, no further payment shall be made to the Consultant, and the City may retain another consultant to undertake or complete the work identified in Paragraph 1.

10. Subcontractor. The Consultant shall not enter into subcontracts for services provided under this Agreement except as noted in the Scope of Work, without the express written consent of the City. The Consultant shall pay any subcontractor involved in the performance of this Agreement within the ten days of the Consultant's receipt of payment by the City for undisputed services provided by the subcontractor. If the Consultant fails within that time to pay the subcontractor any undisputed amount for which the Consultant has received payment by the City, the Consultant shall pay interest to the subcontractor on the unpaid amount at the rate of 1.5 percent per month or any part of a month. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the Consultant shall pay the actual interest penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Consultant shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

11. Independent Consultant. At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.

12. Non-Discrimination. During the performance of this Agreement, the Consultant shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

13. Assignment. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party.

14. Services Not Provided For. No claim for services furnished by the Consultant not specifically provided for herein shall be honored by the City.

15. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

16. Entire Agreement. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

17. Compliance with Laws and Regulations. In providing services hereunder, the Consultant shall abide by statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation of statutes, ordinances, rules and regulations pertaining to the services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.

18. Waiver. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

19. Indemnification. Consultant agrees to defend, indemnify and hold the City, its officers, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees, resulting directly or indirectly from a negligent act or omission (including without limitation professional errors or omissions) of the Consultant,

its agents, employees, or subcontractors in the performance of the services provided by this Agreement and against all losses by reason of the failure of said Consultant fully to perform, in any respect, all obligations under this Agreement.

20. Insurance.

A. General Liability. Prior to starting the Work, Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by Consultant or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name the City as an additional insured for the services provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

B. Consultant shall procure and maintain the following minimum insurance coverages and limits of liability on this Project:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Comprehensive Liability	\$1,000,000 property damage per occurrence \$2,000,000 general aggregate \$2,000,000 Products – Completed Operations
Aggregate	\$100,000 fire legal liability each occurrence \$5,000 medical expense
Comprehensive Automobile Liability	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.)
Umbrella or Excess Liability	\$2,000,000

C. The Comprehensive General/Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- i. Premises and Operations coverage with no explosions, collapse, or underground damage exclusion (XCU).
- ii. Products and Completed Operations Property Damage coverage. Consultant agrees to maintain this coverage for a minimum of two years following completion of its work.
- iii. Personal injury with Employment Exclusion (if any) deleted.

iv. Broad Form CG0001 0196 Contractual Liability coverage, or its equivalent.

v. Broad Form Property Damage coverage, including completed operations, or its equivalent.

vi. Additional Insured Endorsement(s), naming the “City of Coon Rapids” as an Additional Insured, on ISO form CG 20 10 11 85, or CG 20 10 10 01 and CG 20 37 10 01, or an endorsement(s) providing equivalent coverage to the Additional Insureds. ISO form CG 20 10 07 04, and later versions of said form, are not acceptable.

vii. If the Work to be performed is on an attached community, there shall be no exclusion for attached or condominium projects.

viii. “Stop gap” coverage for work in those states where Workers’ Compensation insurance is provided through a state fund if Employer’s liability coverage is not available.

ix. Incidental Malpractice and Host Liquor Liability insurance applicable to the Consultant’s performance under this Agreement.

x. Severability of Insureds provision.

D. Professional Liability Insurance. The Consultant agrees to provide to the City a certificate evidencing that they have in effect, with an insurance company in good standing and authorized to do business in Minnesota, a professional liability insurance policy. Said policy shall insure payment of damage for legal liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such legal liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is legally liable. Said policy shall provide an aggregate limit of \$2,000,000. Said policy shall not name the City as an insured.

E. Consultant shall maintain in effect all insurance coverages required under this Paragraph at Consultant’s sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Paragraph:

i. All policies, except the Professional Liability Insurance policy, shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable);

ii. All policies, except the Professional Liability Insurance policy, shall be apply on a “per project” basis;

iii. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall contain a waiver of subrogation naming “the City of Coon Rapids”;

iv. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall name “the City of Coon Rapids” as an additional insured;

v. All policies, except the Professional Liability Insurance and Worker’s Compensation Policies, shall insure the defense and indemnity obligations assumed by Consultant under this Agreement; and

vi. All policies shall contain a provision that coverages afforded there under shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

**A copy of the Consultant's insurance declaration page, Rider and/or Endorsement, as applicable, which evidences the compliance with this Paragraph 20, must be filed with City prior to the start of Consultant's Work.** Such documents evidencing Insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Consultant has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such declaration page, Rider, Endorsement or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents and receipt thereof shall not relieve Consultant from, nor be deemed a waiver of, City's right to enforce the terms of Consultant's obligations hereunder. City reserves the right to examine any policy provided for under this paragraph.

F. Effect of Consultant's Failure to Provide Insurance. If Consultant fails to provide the specified insurance, then Consultant will defend, indemnify and hold harmless the City, the City's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Consultant, its subcontractors, agents, employees or delegates. Consultant agrees that this indemnity shall be construed and applied in favor of indemnification. Consultant also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, the City may require Consultant to:

- i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
- ii. Furnish a written acceptance of tender of defense and indemnity from Consultant's insurance company.

Consultant will take the action required by the City within 15 days of receiving notice from the City.

21. Ownership of Documents. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Consultant may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Consultant also

may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement (“Project”) does not relieve any liability on the part of the Consultant, but any use of the Information by the City or the Consultant beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

22. Dispute Resolution/Mediation. Each dispute, claim or controversy arising from or related to this Service Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating arbitration or legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No arbitration or legal or equitable action may be instituted for a period of 90 days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties. Mediation shall be held in the City of Coon Rapids unless another location is mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a Mediated Settlement Agreement, which Agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

23. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Executed as of the day and year first written above.

CITY OF COON RAPIDS

By: \_\_\_\_\_  
Tim Howe, Mayor

By: \_\_\_\_\_  
Steve Gatlin, Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Brodie, City Attorney

*[Signatures continue on following page]*

HOISINGTON KOEGLER GROUP, INC.

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

By signing above, the official of the Contractor certifies that he/she is duly authorized to bind the Contractor to the terms of this agreement.

## **SCOPE OF WORK**

The Consultant shall prepare a grant application for a U.S. Environmental Protection Agency Area-Wide Brownfields Planning Grant. Upon release of the request for proposals for the Grant, the Consultant will draft the Grant proposal, taking into account input from City Staff and past planning and environmental activities, and secure any letters of support. The Consultant may enlist the services of Landmark Environmental and SEH, Inc. in the preparation of the grant submittal.

If the grant application is not successful, the Consultant shall assist the City in resubmitting the application in a subsequent grant competition at no additional cost. If the Grant is secured, the City intends to enter into an additional Agreement with the Consultant to conduct Grant Implementation/Administration activities, including:

- Project management and technical oversight, including preparation of any and all reports and other deliverables required by U.S. EPA and other government agencies.
- Existing conditions analysis for Brownfields redevelopment areas, including land uses, transportation, and infrastructure analysis.
- Market analysis to identify viable reuses for redevelopment sites, including the potential to support new residential, commercial, and industrial development within an identified market area.
- Issue identification and public and stakeholder participation.
- Design workshops for development alternatives.
- Prepare redevelopment plans, including future land use plans and infrastructure plans that support multi-modal transportation access.
- Prepare an implementation plan, including zoning tools, land banking acquisition strategies, disposal of publicly-owned land, and identification of funding assistance for Brownfield cleanup and redevelopment.

## **EXHIBIT A**



**City Council Regular**

**12.**

**Meeting Date:** 09/04/2012

**Subject:** Consider Resolution 12-100, Approving Submission of Transit-Oriented Development Grant Applications

**From:** Matt Brown, Community Development Specialist

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**INTRODUCTION**

The Council is asked to consider a resolution approving the submission of Transit-Oriented Development (TOD) grant applications to the Metropolitan Council for planning and infrastructure projects at the Riverdale and Foley Boulevard transit stations.

**DISCUSSION**

The Metropolitan Council's Livable Communities Act (LCA) Transit Oriented Development (TOD) program is a new funding resource intended to help catalyze Transit Oriented Development in and around light rail transit, commuter rail, and high-frequency bus transit stations. The Met Council is currently considering its first round of funding applications for the program. The categories of funding include Pre-Development Grants and Development Grants. Pre-Development Grants are intended for applicants who are defining their project through such activities as design workshops, preparing redevelopment, corridor or station area plans, developing zoning and land use implementation tools such as overlay zones or zoning districts, or determining strategies for land banking and land acquisition. Development Grants are intended for applicants that are ready to acquire sites and/or conduct site preparation activities or begin development or redevelopment and are ready to build the infrastructure necessary to support it.

During the second round of funding in March of 2012, City Staff submitted two applications: one for a \$230,000 Development Grant to acquire property and construct a trail on the south side of the railroad tracks at Riverdale Station and one for a \$40,000 Pre-Development Grant to develop a land use plan for areas near the Foley Boulevard Park and Ride. Because neither project received funding in the first round, Staff intends to resubmit the applications for the second round of funding. While the grant applications have been revised based on comments from Met Council staff, the amount of funding requested and nature of the projects remain the same. Project details are as follows:

**Riverdale Station South Trail Access**

This proposed project involves providing pedestrian/bicycle access to Riverdale Station from the south, which will significantly expand access to the station. The proposed project includes construction of a 10-foot wide trail, acquisition of one single-family property to provide access to 121st Avenue near Wedgewood Drive, construction of a 6-foot high chain-link fence, removal of a portion of a concrete wall at the station platform, and construction of a culvert under a portion of the trail. It is currently not possible for pedestrians and bicyclists to access the Station from the south side of the railroad tracks, despite the presence of a pedestrian overpass. This limits access to neighborhoods on the north side of the tracks. The proposed project will significantly expand the service area of Riverdale Station by connecting it to residential areas and employment centers to the south. It will also encourage commuters to access the station on foot or by bicycle. Estimated project costs include: acquiring a single-family property (the exact house to be acquired has not yet been determined) (\$200,000), demolishing the structure

(\$15,000), removing the existing concrete wall (\$700), removing the existing fence (\$1,000), constructing a new 6-foot fence (\$3,300), grading for trail/culvert (\$700), gravel base (\$1,875), bituminous trail surface (\$4,800), topsoil (\$1,400). Grant funds would cover all costs associated with the project, except for relocation, which is estimated to cost about \$20,000. HRA funds could cover this cost.

### **Foley Boulevard Station Area Planning**

This project involves pre-development planning activities for the Foley Boulevard TOD Area, including land use planning, market analysis, pedestrian/bicycle infrastructure planning, future street planning, and creating a land acquisition and development staging plan. At present, the Foley Boulevard Station Area is generally an automobile-oriented environment with poor pedestrian connections, obsolete land uses, and low-density development. The City's Comprehensive Plan identifies the area as a potential TOD site and major employment district within the City. Both the City and Anoka County have begun land banking in the area. Upon completion of the TOD Project, it is envisioned that the TOD Area will be redeveloped as a transit-supportive employment district with multi-modal connections to the neighboring Evergreen Industrial Area and Northtown Mall employment centers. The TOD Project will also establish non-motorized connections to residential areas surrounding the TOD Area, including major redevelopment sites for high-density residential development. Project costs include: conducting design workshops for development alternatives (\$5,000), preparing station area/redevelopment plan (\$10,000), developing zoning implementation tools (\$5,000), analyzing alternatives for market/economic feasibility (\$10,000), creating a development staging plan (\$5,000), determining a strategy for land banking/acquisition (\$5,000). The grant requires a City match of 20%, or \$10,000, which could be covered by HRA funds.

If the City is awarded funds for one or both of these projects, pre-development activities must be completed within two years and development activities must be completed within three years. In order for the Met Council to fully consider the applications, the Council must adopt Resolution 12-100, which authorizes submission of applications for the two projects.

### **ALIGNMENT WITH STRATEGIC VISION**

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

Promote orderly transit-supportive development near the City's transit stations.

### **RECOMMENDATION**

Adopt Resolution 12-100, authorizing staff to submit on behalf of the City applications for Metropolitan Council Livable Communities TOD grant funds for the TOD Project components identified in the applications, and to execute such agreements as may be necessary to implement the TOD Projects on behalf of the City.

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### **Fiscal Impact**

#### **BUDGET IMPACT:**

The Riverdale Station project would require the City to cover relocation costs, which are estimated at \$20,000. The Foley Boulevard project would require the City to provide 20% matching funds, which amount to \$10,000. The HRA fund has sufficient funds to cover these costs if the City receives Met Council funding for one or both projects.

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### **Attachments**

Resolution

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**RESOLUTION NO. 12-100**

**RESOLUTION IDENTIFYING THE NEED FOR LIVABLE COMMUNITIES  
TRANSIT ORIENTED DEVELOPMENT FUNDING AND  
AUTHORIZING APPLICATIONS FOR GRANT FUNDS**

**WHEREAS**, the City of Coon Rapids is a participant in the Metropolitan Livable Communities Act (“LCA”) Local Housing Incentives Program for 2012 as determined by the Metropolitan Council, and is therefore eligible to apply for LCA Livable Communities Demonstration Account and Tax Base Revitalization Account Transit Oriented Development (collectively, “TOD”) funds; and

**WHEREAS**, the City has identified proposed TOD Projects within the City that meet TOD purposes and criteria and are consistent with and promote the purposes of the Metropolitan Livable Communities Act and the policies of the Metropolitan Council’s adopted metropolitan development guide; and

**WHEREAS**, the City has the institutional, managerial and financial capability to adequately manage an LCA TOD grant; and

**WHEREAS**, the City certifies that it will comply with all applicable laws and regulations as stated in the grant agreement; and

**WHEREAS**, the City acknowledges Livable Communities TOD grants are intended to fund projects or project components that can serve as models, examples or prototypes for TOD development or redevelopment elsewhere in the region, and therefore represents that the proposed TOD Projects or key components of the proposed TOD Projects can be replicated in other metropolitan-area communities; and

**WHEREAS**, only a limited amount of grant funding is available through the Metropolitan Council’s Livable Communities TOD initiative during each funding cycle and the Metropolitan Council has determined it is appropriate to allocate those scarce grant funds only to eligible TOD Projects that would not occur without the availability of TOD grant funding; and

**WHEREAS**, cities may submit grant applications for up to three TOD Demonstration Account Projects and up to six TOD Tax Base Revitalization Account Projects during each funding cycle, but, using the city’s own internal ranking processes, must rank their TOD Projects by priority so the Metropolitan Council may consider those priority rankings as it reviews applications and makes grant awards.

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

1. that it is in the best interests of the City’s development goals and priorities for the proposed TOD Projects to occur at the sites indicated in the grant applications at this particular time.

2. that the components of the TOD Project for which Livable Communities TOD funding is sought:

(a) will not occur solely through private or other public investment within the reasonably foreseeable future; and

(b) will occur within the term of the grant award (two years for Pre-Development grants, and three years for Development grants, one year for Cleanup Site Investigation grants and three years for Cleanup grants) only if Livable Communities TOD funding is made available for these TOD Projects at this time.

3. ranks the TOD Project funding applications, according to the City's own internal priorities, in the following order: (List grant applications here; the total number of Development and Pre-Development grant applications from the City cannot exceed three and Tax Base Revitalization Account grant applications cannot exceed six. Funding requests for both TBRA and LCDA grant funds listed in the same application will be counted as separate applications for purposes of the limit of numbers of applications.)

Priority	TBRA TOD Project Names	Grant amount requested
1		
2		
3		
4		
5		
6		
	LCDA TOD Project Names	
1	Riverdale Station South Trail Access	\$230,000
2	Foley Boulevard Station Area Planning	\$40,000
3		

4. authorizes its Community Development Specialist to submit on behalf of the City applications for Metropolitan Council Livable Communities TOD grant funds for the TOD Project components identified in the applications, and to execute such agreements as may be necessary to implement the TOD Projects on behalf of the City.

Adopted this 4<sup>th</sup> day of September, 2012.

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Tim Howe, Mayor

ATTEST:

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Cathy M. Sorensen, City Clerk



**City Council Regular**

**13.**

**Meeting Date:** 09/04/2012

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

**Submitted For:** Craig Scott, Ice Arena Manager

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

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**INTRODUCTION**

The Anoka-Hennepin School District will continue to use the Coon Rapids Ice Center as their home ice for both practices and games for the High School Boys and Girls Cardinal Hockey teams. This year's Facility Use Agreement reflects the ice rate structures approved by Council on August 21, 2012 as well as seasonal date adjustments. All other terms and conditions remain the same.

**DISCUSSION**

The School District provides their standard contract which we have slightly modified to specifically address exclusive use and maintenance of the locker rooms and language covering access and security to the building.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Quality of Life** and **Community Diversity** sections of the 2030 Strategic Vision in the following ways: the City provides a recreational facility for use by players and spectators and by supporting various recreational programs encouraging a high quality of life for all ages.

**RECOMMENDATION**

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

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**Fiscal Impact**

**BUDGET IMPACT:**

The Anoka-Hennepin School District will be a valuable user of the new Coon Rapids Ice Center contributing approximately \$65,000.00 in annual revenue.

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**Attachments**

Agreement

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## COON RAPIDS ICE CENTER CONTRACT

This ice facility use agreement is made and entered into this 4<sup>th</sup> day of September, 2012 between the City of Coon Rapids, a Minnesota municipal corporation,, herein after referred to as (PROVIDER) and the Anoka-Hennepin Independent School District No. 11, a tax exempt entity, herein after referred to as (USER). PROVIDER and USER agree to the following use of an ice skating facility known as Coon Rapids Ice Center located at 11000 Crooked Lake Boulevard, Coon Rapids, MN 55433 for the period September 4, 2012 to August 31, 2013.

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

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

- a. \$ 190.00 Prime Indoor Ice Hourly Rate
- b. \$ 75.00 Outdoor Ice Hourly Rate
- b. \$ NA Non Prime Hourly Rate
- c. \$ 550.00 Indoor Ice or Outdoor Ice Rental Fee for Games.
- d. \$ 10.00 per ice hour used (Locker Room Cleaning Fee)

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

- e. 35% PROVIDER Share of the proceeds of the Net Gate Receipts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

USER:

ANOKA-HENNEPIN SCHOOL  
DISTRICT NO. 11

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

Its: \_\_\_\_\_

*[Signatures continue on following page]*

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

PROVIDER:

CITY OF COON RAPIDS

By: \_\_\_\_\_  
Tim Howe, Mayor

By: \_\_\_\_\_  
Steve Gatlin, City Manager

Approved as to form:

By: \_\_\_\_\_  
David J. Brodie, City Attorney



**City Council Regular**

**14.**

**Meeting Date:** 09/04/2012

**Subject:** Coon Rapids Youth Hockey Association Facility Use Agreement

**Submitted For:** Craig Scott, Ice Arena Manager

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

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**INTRODUCTION**

With the additional facilities available at the Coon Rapids Ice Center, it was necessary for the 2011-2012 season to have a comprehensive agreement between the Coon Rapids Youth Hockey Association (CRYHA) and the City Council approved the agreement last fall.

CRYHA has again agreed to staff the City's outdoor rink warming houses. We are proposing to raise their hourly compensation from \$5.00 per hour to \$6.00 per hour.

This year's Facility Use Agreement reflects the ice rates structure approved by Council on August 21, 2012 as well as seasonal date adjustments. All other terms and conditions remain the same.

**DISCUSSION**

This agreement continues to allow the Coon Rapids Youth Hockey Association to consolidate the office, equipment storage, and shooting station at the Coon Rapids Ice Center. In addition, CRYHA receives use of the meeting and training rooms at no charge in partial compensation for lost revenue when the City assumed operation of the concession stand. The agreement also outlines the responsibilities for CRYHA's operation of the outdoor warming houses for this season.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: CRYHA continues to become a closer partner both in location and operation at CRIC. Their families strengthen their relationship with the City by partnering in warming house operations.

**RECOMMENDATION**

I recommend the Council approve the Coon Rapids Ice Center Facility Use Agreement for the 2012-2013 season.

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**Fiscal Impact**

**BUDGET IMPACT:**

CRYHA is the primary ice user at CRIC and historically rents approximately 600 hours of ice annually. Based on the current per hour rate of \$175.00, the total revenue from CRYHA is approximately \$107,000.00.

The CRYHA has agreed to voluntarily staff the City's outdoor ice arena warming houses in return for a credit of \$6.00 per hour volunteered. This will result in a labor savings to the City as the volunteer arrangement saves wages and other associated employment costs.

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**Attachments**

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Agreement

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**COON RAPIDS ICE CENTER ICE TIME RENTAL  
AND FACILITY USE AGREEMENT -  
COON RAPIDS YOUTH HOCKEY ASSOCIATION**

THIS AGREEMENT is made and entered into on this 4<sup>th</sup> day of September, 2012 by and between the CITY OF COON RAPIDS, a Minnesota municipal corporation (the "City") located in Anoka County, Minnesota and COON RAPIDS YOUTH HOCKEY ASSOCIATION, a Minnesota non-profit corporation ("CRYHA"), located in Anoka County, Minnesota.

WITNESSETH:

WHEREAS, the City owns and operates the Coon Rapids Ice Center, located at 11100 Crooked Lake Boulevard, Coon Rapids, Minnesota (the "Arena"); and

WHEREAS, the City owns and operates various outdoor skating rinks in City parks and the City wishes to staff warming houses at these outdoor skating rinks with volunteers; and

WHEREAS, CRYHA desires to rent ice time and use portions of the Arena for its youth hockey programs; and

WHEREAS, CRYHA is willing to provide warming house attendants for the City's warming houses at City outdoor rinks in exchange for a reduction in ice time rental fees owed to the City.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, it is agreed:

1. Arena Use. The City hereby grants to CRYHA the use of space within the Arena on a nonexclusive basis, according to the terms and conditions hereinafter set forth.
2. Term. The term of this agreement shall commence on September 1, 2012, and end on August 31, 2013.
3. Rent. CRYHA shall pay hourly ice rental fees to the City as follows:
  - a. Ice Fees Indoor.  
\$175.00 per hour for the period September 1, 2012 through March 31, 2013  
\$140.00 per hour for the period April 1, 2012 through May 31, 2013  
\$130.00 per hour for the period June 1, 2012 through August 31, 2013

- b. Ice Fees Outdoor.  
\$60.00 per hour when the outdoor rink is available.

4. Arena Meeting Rooms. CRYHA may the schedule the use of available Arena meeting or party rooms without charge for association meetings, tournament administration, team meetings, parent conferences, or other non social business functions. Room reservations must be made through the Arena Manager or his designee prior to the use of the meeting rooms or party rooms. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested meeting or party rooms or if the meeting or party rooms are requested by another Arena user. The City will provide CRYHA with reasonable notice of any reservation denial or reservation withdrawal and will attempt to provide the use of alternate space, if available. The City has sole discretion in granting reservation requests.

5. Office and Storage Space. CRYHA may use Arena Room 210 without charge for office and storage use. The City will furnish one set of office furniture consistent with other Arena furnishings. The City will furnish all utilities except for telephone service. CRYHA may not alter, modify, or paint the room without prior written approval of the Arena Manager. CRYHA must maintain the room and the furnishings in a clean and orderly condition and ensure that the furnishings are well cared for. CRYHA must provide insurance for its personal property and for the property of its players, employees and agents. The City assumes no responsibility for such property and CRYHA agrees to hold the City harmless from any claims for damage, theft or loss of any property referenced in this section.

6. Multipurpose Training Rooms. CRYHA may use the Arena Multipurpose Training Rooms 1(207A) and 2(207B) without charge for association training activities. Training room reservations must be made through the Arena Manager or his designee prior to the use of the training rooms. The City reserves the right to deny any reservation request or withdraw any reservation if the City wishes to use the requested training rooms or if the training rooms are requested by another Arena user. CRYHA agrees that it will not allow sticks or pucks to be used in Training Room 1. Stick handling drills may be done without pucks in Training Room 2.

CRYHA players, participants and guests must be supervised by an association coach who obtains the room key(s) from front desk Arena staff in accordance with the Arena's room reservation procedure.

7. Shooting Station. CRYHA may use Arena Room 171 for use as a shooting station. Equipment installed by CRYHA must have prior written approval from the Arena Manager. Any CRYHA equipment installed must be removed by CRYHA upon request of the City upon reasonable notice. The City reserves the right to use Room 171 at any time to house the refrigeration equipment for the outdoor skating trail. If the City determines it is necessary to use Room 171 for refrigeration equipment the City will provide CRYHA notice that it must

remove its equipment within 30 days. Notice will be provided to CRYHA in writing to the President or Vice President.

8. Duty of Care. CRYHA agrees that it will use the Arena facilities with due care and in a manner not to cause unnecessary wear on the Arena, Arena facilities and equipment. CRYHA agrees to re-imburse the City for any damage to the Arena, Arena facilities and equipment caused by CRYHA, its members, employees, agents and invitees beyond normal wear and tear.

9. Scheduling of Ice Time. The City will provide CRYHA's ice schedule representative "committed but unspecified" hours of ice through March 2012. These hours must be either utilized by CRYHA or cancelled in accordance with the cancellation policy in section 10 below.

The City will grant CRYHA up to 16 hours of free ice time at the CRIC for programs directed at recruitment of beginning players.

10. Ice Time Cancellation. CRYHA may cancel scheduled practice and/or game times upon providing written cancellation notice to the Arena Manager at least 14 days prior to the scheduled practice or game. Upon proper notice the Arena Manager will cancel the scheduled practice and/or game time and adjust the rent payable by CRYHA accordingly. If a scheduled practice and/or game is canceled due to inclement weather or as a result of unusual circumstances beyond the control of CRYHA, the Arena Manager may adjust the rent payable by CRYHA accordingly. The Arena Manager shall have sole discretion in determining whether the cancellation was necessary.

The City will not be responsible for the cancellation of ice time for any reason. Typical reasons for cancelling ice time include but are not limited to equipment failure, loss of power or severe weather. In the event of such an occurrence, the Arena Manager will attempt to reschedule CRYHA's ice rental times. If the ice rental time cannot be rescheduled CRYHA will not be charged.

11. Payment. The City will submit an itemized invoice for rent to CRYHA on a monthly basis for ice time used during the preceding month in accordance with the rates identified in Paragraph 3. The invoice will include a deduction for volunteer staffing hours provided by CRYHA at the City's warming houses in accordance with the terms of Paragraph 15. CRYHA shall pay the invoice to the City within 20 business days after the date of the invoice. Any invoice not paid by the due date will result in a late-payment fee being assessed to CRYHA in the amount of 10 percent of the invoice.

12. Concessions. The City will operate a food and beverage concession stand within the Arena that will operate during CRYHA games and tournaments. The City is the sole operator of concessions and will retain all proceeds from sales through the concession facility. Except as otherwise provided in this Section or as otherwise agreed to in writing, CRYHA will

not sell or provide any food or beverage at the Arena. This prohibition on selling or providing food and beverages includes the Arena building, outdoor rink, parking areas and all other Arena property. CRYHA agrees that it will not communicate to others any direct or implied authority to bring food or beverage into the Arena for resale.

During CRYHA-sponsored tournaments, CRYHA may bring in hospitality breakfast items for free distribution to teams. Hospitality breakfast items may be distributed and consumed only in the Arena room(s) designated by the City from the hours of 5:00 am to 10:00 am. Hospitality breakfast items include only those items typically referred to as a “continental breakfast.”

13. Sale of Association Merchandise. CRYHA may sell CRYHA merchandise, programs and souvenirs in the Arena during CRYHA games, tournaments and events. CRYHA will retain all proceeds from the sale of said items. CRYHA may grant permission to a commercial vendor to sell CRYHA merchandise; however, any commercial vendor may be required to pay a permit fee to the City. CRYHA may not sell items similar in nature to items stocked by the City in the Arena Pro Shop. Sale locations and sale items must be approved in advance by the Arena Manager.

14. Outdoor Refrigerated Ice. Subject to availability, CRYHA will be allowed to use up to four hours per week of non-prime ice time on the outdoor refrigerated rink for its Mites program at no charge. Use of ice time pursuant to this paragraph must be scheduled through the Arena Manager or designee. For the purpose of this paragraph non-prime ice time is defined as Monday through Friday from 3:30 p.m. to 5:50 p.m., Saturday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 10:00 p.m., and on Sunday from 11:00 a.m. to 1:00 p.m. and 5:00 p.m. to 9:00 p.m.

15. Outdoor Warming House Staffing. CRYHA will provide warming house attendants to staff the City’s warming houses during the scheduled hours of operation and in a manner consistent with attached Exhibit 1 and any warming house rules and policies adopted by the City and provided to CRYHA. CRYHA will provide two warming house attendants for each location during the scheduled hours of operation. CRYHA will receive a credit against ice rental fees owed for the number of warming house hours staffed by CRYHA pursuant to the terms noted on Exhibit 1. CRYHA will perform the warming house attendant duties consistent with the City’s established position description for warming house attendants attached as Exhibit 2. CRYHA and the warming house attendants provided CRYHA shall at all times be considered independent contractors of the City.

16. Arena Advertising. CRYHA may sell or otherwise use two dasher board advertising spaces on the indoor rink of the Arena. The City reserves the right to approve any advertising sold or used by CRYHA. CRYHA shall reimburse the City for any expenses incurred by the City, during the Arena operational season, for any installation, repair or removal of said advertising.

CRYHA may place team banners, motivational banners, and Association banners in designated locations at the Arena. CRYHA shall obtain approval from the Arena Manager prior

to installing, repairing, replacing, removing or modifying any advertising. The Arena Manager may request CRYHA to remove any banner by providing written notice to the President or Vice President of CRYHA. Any banner not removed by CRYHA within seven days of the notice may be removed by the City.

17. General Liability Insurance and Indemnification. CRYHA agrees to hold harmless, defend and indemnify the City, its officers, employees and agents, from and against any and all demands, claims, and/or damages to persons or property, losses, and liabilities (collectively "Claims"), to the extent that such Claims arise out of or are caused by the negligence or willful misconduct of CRYHA, its officers, agents, employees or players in connection with the rights granted by this Agreement. For that purpose, CRYHA shall purchase and maintain liability insurance in an amount of \$1,000,000 which shall name the City as an additional insured for defense and indemnification purposes. A certificate showing this insurance coverage and the City's position as an additional insured shall be filed with the City Clerk prior to the City's execution of this agreement. The policy and certificate shall indicate that the insurer is to provide the City with at least thirty (30) days notice of its intent to cancel the policy. This Agreement shall immediately terminate upon expiration of this liability insurance policy.

18. Notices. Any notice by either party shall be in writing and shall be considered to be duly given if delivered personally or if mailed by certified mail, postage prepaid, addressed as follows:

City of Coon Rapids  
11555 Robinson Drive  
Coon Rapids, MN 55433

Coon Rapids Youth Hockey Association  
11000 Crooked Lake Boulevard  
Coon Rapids, MN 55433

19. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns. CRYHA may not assign its interest in the agreement to any other party without prior written approval from the Coon Rapids City Council.

20. Laws and Regulations. CRYHA shall be solely responsible for compliance with all laws, orders and regulations of federal, state, county and municipal authorities and shall obtain all licenses and permits which may be required for the conduct of its business within the terms of this agreement. All rules and policies of the Arena will be enforced by CRYHA accordingly.

21. Independent Contractor. It is understood that this agreement does not create an employer/employee relationship between the City and CRYHA and that at all times CRYHA's

members, employees, agents and participants are acting as an independent contractor while performing any role authorized by this Agreement.

22. Data Practices Act. CRYHA shall at all times abide by the Minnesota Data Practices Act, Minn. Stat. Sec. 13.01, et seq., to the extent that the Act is applicable to data and documents in the possession of the CRYHA.

23. Termination. The City may terminate this Agreement upon 14 days' written notice by the Arena Manager in the event the City determines that CRYHA is in noncompliance with the terms and/or requirements of this Agreement or is in noncompliance with the written rules of the Arena. Upon such notice CRYHA shall have the right to a hearing before the City Council. CRYHA must request the hearing within 7 days of receiving the written notice of termination. Upon such written request the hearing may be conducted at a regularly scheduled City Council meeting or at a special City Council meeting called for the purpose of conducting the hearing. The hearing will be held within 30 days of the written request for a hearing.

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

CITY OF COON RAPIDS

COON RAPIDS YOUTH HOCKEY  
ASSOCIATION

By: \_\_\_\_\_  
Tim Howe, Mayor

By: \_\_\_\_\_  
Tim McCauley, President

By: \_\_\_\_\_  
Steven D. Gatlin, Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Brodie, City Attorney

Proposed 2012-2013 Warming House Hours  
 Four Parks: Thorpe, Sand Creek, Riverview and Wintercrest

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Total
Dec 14-16					14	30	30	74
Dec 17-23	14	14	14	14	14	30	30	130
Dec 24-30	0	0	30	30	30	30	30	150
Dec 31-Jan 6	0	0	14	14	14	30	30	102
Jan 7-13	14	14	14	14	14	30	30	130
Jan 14-20	14	14	14	14	14	30	30	130
Jan 21-27	30	14	14	14	14	30	30	146
Jan 28-Feb 3	14	14	14	14	14	30	30	130
Feb 4-10	14	14	14	14	14	30	30	130
Feb 11-17	14	14	14	14	14	30	30	130
18-Feb	30							30
								1282

\$6.00 per hour = \$7,692.00

Monday - Friday = 5-8:30 pm

Saturday-Sunday = 1-8:30 pm

School Out = 1-8:30 pm

Martin Luther King Day, January 21st = 1-8:30 pm

President's Day, February 18th = 1-8:30 pm

Closed on Christmas Eve, Christmas Day, New Years Eve and New Years Day

EXHIBIT 1



**CITY OF COON RAPIDS  
POSITION DESCRIPTION**

**WARMING HOUSE ATTENDANTS**  
*Temporary Position*

**SUMMARY OF POSITION:**

Works under the general guidance and direction of the Recreation coordinator and City Forester to monitor skating rinks and assist in maintenance of the rinks and warming house facilities.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Essential duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Monitors warming house facilities.
- Ensures walkways of facility and exterior are clear for users.
- Monitors use of main skating rinks to ensure appropriate usage occurs.
- Opens and secures main gates and warming house facility.
- Assists children with skates as needed.
- Posts Park and Recreation schedules on the warming house bulletin board.
- Verifies warming house is equipped with First Aid supplies.
- Keeps Parks Supervisor advised of any developments at the warming house facility.
- Attendance during regularly scheduled work hours and outside regular hours as necessary.
- Effective and respectful communication and interactions with other employees, supervisors, individuals from other organizations, and citizen customers.
- Performs other related functions as apparent or delegated.

**REQUIRED KNOWLEDGE AND ABILITIES:**

To perform this position successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skills, and/or abilities required.

- Ability to establish and maintain good working relationships with employees, supervisors, agencies and general public.
- Ability to work independently with general guidance from the Parks Supervisor.
- Ability to perform duties with tact and discretion.

**MINIMUM QUALIFICATIONS:**

A combination of training and experience substantially equivalent to the following:  
Sixteen years of age or older. Must be responsible and able to work effectively with the public.  
Knowledge of first aid helpful.

**PHYSICAL DEMANDS:**

The physical demands described herein are representative of those that must be met by an employee to successfully perform the essential duties of the job. Reasonable accommodations may be made to enable individuals to perform the essential functions.

- While performing the duties of this job, the employee is regularly required to sit; use hands to finger, handle, feel or operate objects, tools or keyboards; speak intelligibly, hear and read.
- The employee is frequently required to stand, walk and reach with hands and arms.
- The employee must frequently move, turn, lift and carry objects weighing up to 50 pounds.
- Specific vision abilities required by this position include close vision, color vision, distance vision and depth perception.
- Must be able to operate assigned equipment.

**EQUIPMENT/JOB LOCATION:**

This position works outside and may be exposed to inclement weather conditions, including temperature shifts and wet and/or humid conditions. This position works closely with others.

**CONDITIONS OF EMPLOYMENT:**

- Must comply with organizational and departmental policies.

The position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

The City of Coon Rapids is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



**City Council Regular**

**15.**

**Meeting Date:** 09/04/2012

**Subject:** Authorize RS amending budget for hovercraft

**From:** Sharon Legg, Finance Director

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**INTRODUCTION**

The 2012 Budget includes funds for the purchase of a hovercraft as well as contributions from other governments to pay two-thirds of the cost. Staff is requesting authorization to purchase the hovercraft solely with City funds.

**DISCUSSION**

The 2012 Capital Equipment Fund Budget includes \$82,716 for the purchase of a hovercraft, trailer and associated training to be used for water rescue. Additionally, \$55,610 was anticipated as a contributions from other entities to offset the cost for a net amount available of \$27,106. Presently, the other entities are not going to contribute thereby increasing the cost to the City of Coon Rapids. As you know, this fund pays for anticipated equipment replacement needs projected over the next 10 years. Annually, a tax levy maintains the fund at a level to meet the projected needs.

The actual cost of the hovercraft and trailer has increased since originally quoted in 2010 to \$91,800 including sales tax. Therefore future tax levies will be required to absorb the shortfall. In the meantime, the budget can be amended to allow for the purchase using fund balance for the shortfall.

Additionally, training in the amount of \$6,625 is necessary to operate the hovercraft. This was included in the original net amount of \$27,106. The training cost can be charged to the General Fund in 2013 using funds designated for the Lucas tool since funds for it were donated. The Lucas tool was included in the 2013 Proposed Budget in an amount of \$16,176. Theoretically, the extra \$9,550 can be transferred to the Capital Equipment Fund in 2013 to offset a portion of the shortfall. Council will receive a request to revise the 2013 Budget in January 2013 (less administrative work than revising the entire budget document for this one change.)

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Public Safety** section of the 2030 Strategic Vision by providing rescue ability on the river.

**RECOMMENDATION**

Staff recommends adoption of Resolution 12-101 Amending the 2012 Capital Equipment Budget to allow for the purchase of a hovercraft.

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**Attachments**

**RS 12-101 Hovercraft**

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**RESOLUTION NO. 12-101**

**RESOLUTION AUTHORIZING BUDGET AMENDMENT FOR HOVERCRAFT**

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

**WHEREAS**, the 2012 Budget includes funds for the purchase of a hovercraft (\$82,716) as well as contributions for two thirds of the cost (\$55,610) for a net amount available of \$27,106; and

**WHEREAS**, the City is anticipating purchasing the hovercraft and trailer in the amount of \$91,800 without contributions from other entities; and

**WHEREAS**, the 2012 Capital Equipment Fund has sufficient funds to pay for the hovercraft in the short term; and

**WHEREAS**, training in the amount of \$6,625 is required to operate the hovercraft; and

**WHEREAS**, the 2012 budget should be amended to remove the contribution from other entities, and increase the amount of the hovercraft to \$91,800.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota to authorize a budget amendment in the 2012 Budget to authorize the reduction in revenue of \$55,610 in the Capital Equipment Fund which was to cover a portion of the cost of the hovercraft, and increase the capital outlay amount to \$91,800.

Adopted this 4th day of September 2012.

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Tim Howe, Mayor

ATTEST:

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Cathy Sorensen, City Clerk



**City Council Regular**

**Meeting Date:** 09/04/2012

**Subject:** 2013 Tax Levy

**From:** Sharon Legg, Finance Director

**INTRODUCTION**

On August 9, the City Council held a work session to review the proposed 2013 budget and now needs to adopt the preliminary tax levy to be certified to the County by September 15 to be used to compute parcel specific notices. This levy can be reduced before final certification in December but cannot be increased.

**DISCUSSION**

As presented at the work session, the tax levy in the budget as presented was \$22,426,578 for the City and \$850,000 for the Housing and Redevelopment Authority. This now equates to a City tax rate of approximately 49.164.

For comparison purposes, the following summarizes key factors to determine the tax rate. The net levy is divided by the net tax capacity value to determine the rate. **Fiscal disparity distribution** is the dollar amount that the City receives. **Fiscal disparity contribution** is the amount of value that the City’s commercial and industrial properties contribute to the pool. Fiscal disparity distribution is calculated by using the value that the City gets from the pool multiplied by the prior year’s tax rate.

	Pay 2013	Pay 2012	Pay 2011
Tax levy before MVHC withheld	22,426,578	21,469,353	22,001,321
Fiscal disparity distribution	(4,512,708)	(4,266,399)	(4,045,134)
Subtotal	17,913,870	17,202,954	17,956,187
MVHC	na	na	(1,364,082)
Tax levy net of MVHC	17,913,870	17,202,954	16,592,105
Tax capacity value (preliminary 2013)	43,513,541	48,217,805	54,880,856
Fiscal disparity contribution	(6,282,368)	(6,856,488)	(7,504,666)
Tax increment	(793,899)	(1,211,833)	(1,291,908)
Net tax capacity value	36,437,274	40,149,484	46,084,282
Tax rate (preliminary)	49.164	42.824	38.951

Fiscal disparity distribution calculation:			
Value received from the pool	10,537,801	10,953,247	11,735,911
Prior year tax rate	42.824	38.951	34.468

Fiscal disparity distribution	4,512,708	4,266,400	4,045,134
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The impact on the benchmark homes is as follows:

2012 value, Pay 2013		2011 value, Pay 2012	
Taxable Value	City Taxes	Taxable Value	City Taxes
83,000	262	109,900	353
129,700	512	147,200	528
165,700	705	180,000	681
180,400	784	203,500	790
243,100	1,119	270,600	1,104
342,300	1,651	358,200	1,513

The City Council must set the date at which the budget and levy will be discussed to allow the County to publish it on the preliminary tax statements. This meeting must be held after 6:00 p.m. after November 25 and before December 27. The City is not required to coordinate dates with other jurisdictions and can discuss the budget at a regular City Council meeting. However, the public must be given an opportunity in which to address the budget. Staff is recommending that the **December 4** Council meeting be designated for the budget discussion.

**ALIGNMENT WITH STRATEGIC VISION**

Adopting the tax levy aligns with the strategic visions set by the City Council by maintaining the transportation system and neighborhoods, working on growing the economic base, encouraging residents and businesses to be engaged in the community and by supporting a high quality of life for the City’s residents.

**RECOMMENDATION**

Adopt Resolution 12-97 Establishing the Preliminary Tax Levy for the City of Coon Rapids and setting the budget discussion date as December 4.

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**Attachments**

**RS 12-97 Set Tax Levy**

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**RESOLUTION NO. 12-97**

**RESOLUTION ESTABLISHING THE PRELIMINARY 2013 TAX LEVY FOR THE CITY OF COON RAPIDS**

**WHEREAS**, the State of Minnesota has enacted legislation providing for City certification of a preliminary 2013 property tax levy prior to September 15 of each year; and

**WHEREAS**, the City Council has reviewed the 2013 budget at workshop held on August 9, 2012 and reviewed the tax levy as proposed by the City Manager; and

**WHEREAS**, the amount of the tax levy approved by this resolution can be reduced after September 15, 2012 but cannot be increased; and

**WHEREAS**, the City Council must allow the public a chance to comment on the budget, which will be scheduled for a regularly scheduled Council meeting on December 4, 2012.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota that the amounts listed below will be certified to Anoka County as the preliminary tax levy payable in 2013 for collection with 2013 taxes:

General Fund	\$18,302,200
Capital Projects	1,990,800
Debt Service:	
Special Assessments on city property	30,000
Equipment Certificates	232,300
Bonds of 2005	119,800
Bonds of 2008	152,300
Bonds of 2010	187,500
Bonds of 2012	425,000
Payment of bonds for another government	986,678
Total City Wide Levy	\$22,426,578
HRA Levy	<u>850,000</u>
TOTAL	\$23,276,578

**BE IT FURTHER RESOLVED** that the City Council establish December 4, 2012 as the Truth in Taxation meeting date at which time the public will have a chance to comment on the proposed budget.

Adopted this 4th day of September 2012.

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Tim Howe, Mayor

ATTEST:

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Cathy Sorensen, City Clerk



**City Council Regular**

**17.**

**Meeting Date:** 09/04/2012

**Subject:** Introduce Ordinance Establishing a Stop Sign on Larch Street

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

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

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**INTRODUCTION**

At a Summer in the City neighborhood meeting, Ms. Josie Bertie of 437-127th Avenue, requested a stop sign on Larch Street at 127th Avenue. This request was forwarded to the Traffic Review Committee for consideration.

**DISCUSSION**

The Traffic Review Committee met in the field on August 14, 2012 to evaluate the intersection of Larch Street and 127th Avenue for a possible stop sign. Currently, 127th Avenue traffic is stopped at Foley Boulevard, and north and south bound traffic on Foley Boulevard is stopped at 127th Avenue. Larch Street and 127th Avenue intersection has some sight distance and visibility problems and is somewhat confusing because of the nearby stop signs on Foley Boulevard and 127th Avenue.

The Traffic Review Committee believes a stop sign at this intersection would improve safety and visibility for motorists driving in the area. For these reasons the Committee is recommending installation of a stop sign on Larch Street at 127th Avenue.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Transportation** section of the City's long term strategic vision by providing an efficient and well maintained roadway system. Installation of a stop sign at this location will increase traffic safety and improve traffic flow in the area.

**RECOMMENDATION**

I recommend the City Council introduce the attached ordinance establishing a stop sign stopping northbound traffic on Larch Street at 127th Avenue.

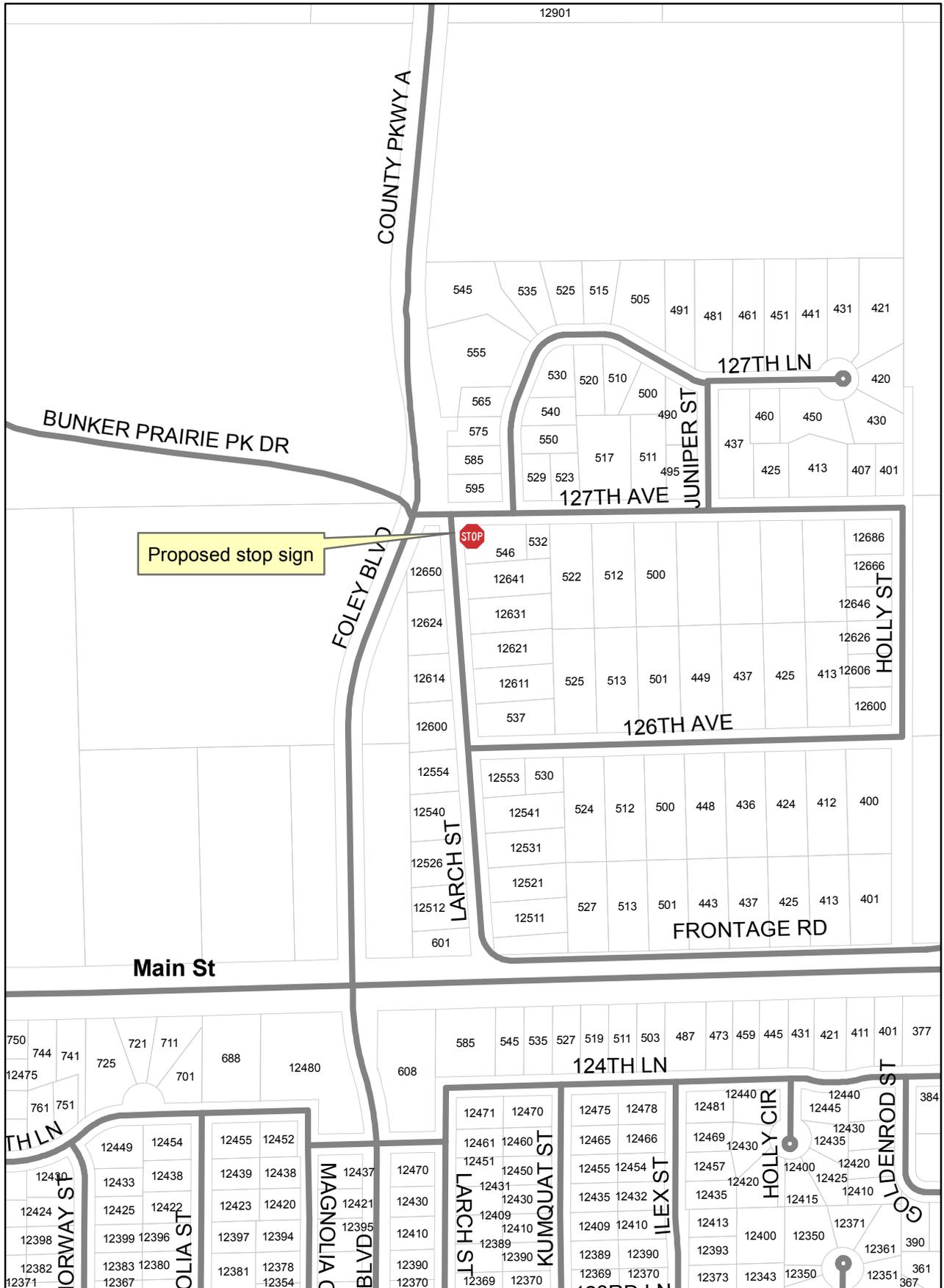
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**Attachments**

Stop Sign Map - Larch127th

Ordinance

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0 250 500 1,000 Feet



**ORDINANCE NO.**

**AN ORDINANCE ESTABLISHING STOP SIGNS  
ON NORTHBOUND LARCH STREET NW AT 127<sup>TH</sup> AVENUE NW**

**The City of Coon Rapids does ordain:**

Section 1. The installation of stop signs is hereby authorized for stopping northbound traffic on Larch Street NW at 127<sup>th</sup> Avenue 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 4<sup>th</sup> of September, 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:** 09/04/2012

**Subject:** Parking Restrictions - 127th Avenue and Shenandoah Boulevard

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

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

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**INTRODUCTION**

At a Summer in the City neighborhood meeting, Mr. Dale Koch expressed concerns about sight distance problems created by parked vehicles at the intersection of 127th Avenue and Shenandoah Boulevard. His concerns were forwarded to the Traffic Review Committee for review.

**DISCUSSION**

Mr. Koch raised concerns about cars parked along 127th Avenue and Shenandoah Boulevard. He noted that because of the County group home facility, parking has increased near the intersection resulting in sight distance and visibility problems for traffic trying to access Shenandoah Boulevard.

The Traffic Review Committee met in the field on August 14, 2012 to evaluate the intersection. The Committee did find a significant number of cars parked on-street. Cars were parked both on Shenandoah Boulevard and 127th Avenue near the intersection of Shenandoah Boulevard. To improve visibility and minimize impact of cars parked on-street, the Traffic Review Committee believes parking should be restricted for 50 feet from the intersecting curbs on all four legs of the intersection. The Committee feels restricting parking in this area will provide the best level of parking control and improve driver safety and visibility at the intersection.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Transportation** section of the City's long term strategic vision by providing a safe and efficient roadway system for pedestrians and motorists.

**RECOMMENDATION**

I recommend the Council introduce an ordinance prohibiting parking on both sides of 127th Avenue and Shenandoah Boulevard for 50 feet from the intersecting curbs on all four legs of the intersection.

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**Attachments**

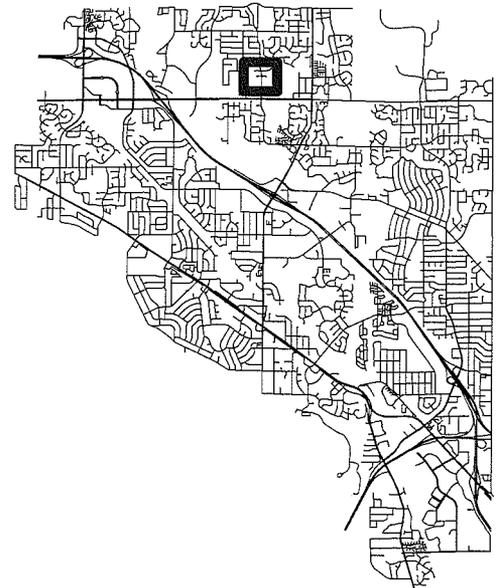
No Parking Map 127Shen  
Ordinance

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# COON RAPIDS

Minnesota



**ORDINANCE NO.**

**AN ORDINANCE RESTRICTING PARKING ON BOTH SIDES OF  
127<sup>TH</sup> AVENUE NW AND SHENANDOAH BOULEVARD NW  
FOR 50 FEET FROM THE INTERSECTION CURBS ON ALL  
FOUR LEGS OF THE INTERSECTION**

**The City of Coon Rapids does ordain:**

Section 1. There is hereby established a parking restriction on both sides of 127<sup>th</sup> Avenue NW and Shenandoah Boulevard NW for 50 feet from the intersection curbs on all four legs of the intersection.

Section 2. Parking restriction signs should state “No Parking Here to Corner” or “No Parking Corner to Here.”

Section 3. The Public Services Director is authorized and directed to install appropriate signs to effectuate the purpose of this ordinance.

Introduced on the 4<sup>th</sup> day of September, 2012.

Adopted on the \_\_\_\_ day of \_\_\_\_\_, 2012.

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

ATTEST:

\_\_\_\_\_  
Catherine M. Sorensen, City Clerk



## City Council Regular

19.

**Meeting Date:** 09/04/2012

**Subject:** MLS Tracking for Code Enforcement

**From:** Sharon Legg, Finance Director

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### INTRODUCTION

At the last Council meeting, Councilmember Koch requested that staff consider reviewing MLS records before sending out citation notices.

### DISCUSSION

Staff researched the procedural change of reviewing MLS records for change of property ownership before sending out citation letters in response to Councilmember Koch's suggestion. Presently, staff reviews the Anoka County system for property owner of record information. The County updates information in a fairly timely manner, generally from two to three weeks after a property is sold. **State Statutes do require that special assessment information be sent to the property owner of record.** If staff was clued into the fact that there may be a property transfer in the works, they would still need to monitor the County system for that change of taxpayer information. And, for each MLS connection there would be an additional charge for access, which can only be granted to licensed appraisers or realtors. If we were to start looking at change of ownership, it would need to start with code enforcement personnel. They are not realtors or appraisers.

Additionally, charges for violations are recorded in the special assessment system within a couple of days of occurrence. If new buyers request a search of outstanding assessments as is routinely done, the amount would show up on a search and should be withheld at closing for the previous owner to pay for.

Presently, if there is a circumstance whereby new owners moved into the property after an assessment notice was sent, the new owner typically contacts the City. The City would, in most cases, remove administrative fees that had been assessed to the property if the new owner provided a copy of their HUD-1 showing their closing date and how that relates to the activity associated with the date of the pending assessment. The closing documents identify when ownership changed. If there were fees incurred with an outside contractor, many of these fees do get removed if the timing is as such as the new owner could not have known. However, anyone receiving the notice has the right to appeal at the Board of Adjustment and Appeals. The Board has the ability to consider circumstances and recommend adjustment to fees. Staff would like to remind the City Council that in the past few years, there are roughly 900 of these complaints received a year in addition to roughly 2,000 more cases that are staff initiated. Approximately 700 of these end up being assessed. In other words, tracking all properties in the MLS system in addition to what is required by law, would add a great deal of staff time for little gain.

### ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Housing/Neighborhoods** section of the 2030 Strategic Vision by requiring the City's housing stock to be properly maintained.

### RECOMMENDATION

No action is necessary. For information only.





**City Council Regular**

**20.**

**Meeting Date:** 09/04/2012

**Subject:** Coon Rapids Ice Center - Ice Rentals and Open Skating

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

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

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**INTRODUCTION**

During the Coon Rapids Ice Center rental rate discussion at the August 21, 2012 meeting, Council raised the issue of CRIC staff needing to strike a balance between rental to groups and open skating. They also requested a more detailed report on concession operations for the first full year of operation.

**DISCUSSION**

These items have been referred to staff for review. A more detailed report on concessions including personnel costs will be developed and provided to Council later in 2012. Mr. Scott, as he reviews his rates and allocates time, will also work to strike a balance between rentals and open skating to provide opportunities for individuals and groups to use the facility in an informal setting.

**ALIGNMENT WITH STRATEGIC VISION**

This item relates to the **Quality of Life** section of the 2030 Strategic Vision by providing a recreational facility for competitive players, recreational skating, and spectators to enjoy.

**RECOMMENDATION**

No further action is necessary at this time. Staff will report back to Council once a report has been completed.

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