HRA Meeting - 6:50 p.m.

CITY COUNCIL AGENDA

Tuesday, December 4, 2012
7:00 p.m.
Coon Rapids City Center
Council Chambers

Open Mic/Public Comment

Call to Order

Pledge of Allegiance

Roll Call

Adopt Agenda

Proclamations/Presentations

1. Cons. Resolution 12-130 Accepting the Donation of Items from Warners' Stellian and the Lions Club for Use at the Riverwind Teen Center

Approval of Minutes of Previous Meeting

None

Consent Agenda

2. Accept Encroachment Agreement for Portions of City's Right-of-Way Along Egret Boulevard, David M. Scott and Pamea J. Scott

3. Approve Joint Powers Agreement with Anoka County and Municipalities, Townships, and School Districts in Anoka County to Allocate Costs for Election Expenses and Authorize City Manager and City Attorney to Approve Any Minor Non-Substantive Contract Changes

4. Approve 2013 License Renewals

Public Hearing

5. 2013 Budget and Tax Levy:
   a. Truth-In-Taxation Hearing, 7:00 p.m.
   b. Cons. Resolution 12-125 Adopting the 2013 Budget
   c. Cons. Resolution 12-126 Adopting the 2013 Tax Levy

Old Business

6. Reconsider Establishing Sewer Rates

New Business

7. Cons. Introduction of Ordinance Amending the Official Zoning Map from Low Density Residential 2 to Moderate Density Residential, Tim Tronson, 1354 121st Avenue NW, PC 12-27

8. Purchase of Surveillance Camera from DWI Forfeiture Funds:
   a. Authorize Use of DWI Forfeiture Funds for Purchase of Camera System
   b. Cons. Resolution 12-128 Amending the 2012 Law Enforcement Programs Fund Budget

9. Approve Joint Powers Agreement with Anoka County for Construction of a Reader Board Monument at Bunker Hills Regional Park

Other Business

Adjourn

City Council Regular **1.**

Meeting Date: 12/04/2012

Subject: Cons. Resolution 12-130 Accepting Donations of Appliances and Snack Machines from Warners' Stellian and the Lions Club for the Riverwind Teen Center

From: Tim Himmer, Public Works Director

INTRODUCTION

Representatives from Warners' Stellian and the Lions Club will be in attendance to formally present several donated items to the Riverwind Teen Center.

DISCUSSION

Representatives from Warners' Stellian will be in attendance to present some gently used appliances for use at the Riverwind Teen Center. The Lions Club will also be present to be recognized for their past donations of Nacho and Icee machines to the same facility. The new appliances will be helpful to the various users of the Teen Center and replace older outdated items, and the new snack machines have already been put to good use.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** section of the 2030 Strategic Vision in the following way: by expressing appreciation for efforts for the betterment of the community.

RECOMMENDATION

Adopt Resolution 12-130 accepting the donation of gently used appliances from Warners' Stellian, and snack machines from the Lions Club, for use at the Riverwind Teen Center.

Attachments

Resolution 12-130

RESOLUTION NO. 12-130

A RESOLUTION TO ACCEPT THE DONATION OF APPLIANCES AND SNACK MACHINES FOR USE AT THE RIVERWIND TEEN CENTER FROM WARNERS' STELLIAN AND COON RAPIDS LIONS CLUB

WHEREAS, Warners' Stellian has offered to donate gently used appliances to the City for use at the Riverwind Teen Center; and

WHEREAS, Coon Rapids Lions Club has donated two snack machines to the City for use at the Riverwind Teen Center; and

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

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

NOW THEREFORE BE IT RESOLVED by the City Council of Coon Rapids, Minnesota that the donations of gently used appliances and snack machines are hereby accepted.

BE IT FURTHER RESOLVED that the City of Coon Rapids hereby extends its gratitude to Warners' Stellian and the Coon Rapids Lions for their generosity.

Adopted by the Coon Rapids City Council this 4th day of December, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Catherine M. Sorensen, City Clerk

City Council Regular **2.**

Meeting Date: 12/04/2012

Subject: Acceptance of Encroachment Agreement - David and Pamela Scott

Submitted For: David Brodie, City Attorney

From: MariBeth Parks, Administrative Secretary III

INTRODUCTION

The Council is asked to accept an Encroachment Agreement with David M. Scott and Pamela J. Scott over portions of the City's right-of-way along Egret Boulevard.

DISCUSSION

The City has had an encroachment agreement with the Scotts for a number of years starting in 1987. The original agreement indicated that the term of the agreement could be extended upon approval of the City Council. That agreement was last extended in 2009 for a period of three years. Being that the encroachment is still in place, the Scotts have signed a new encroachment agreement extending the encroachment for an additional three years from the date of the agreement, after which it will be their responsibility to advise the City of any extension they may desire.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Housing/Neighborhoods** section of the 2030 Strategic Vision.

RECOMMENDATION

Accept the Encroachment Agreement with David M. Scott and Pamea J. Scott over portions of the City's right-of-way along Egret Boulevard.

Attachments

Agreement

Map

ENCROACHMENT AGREEMENT

THIS AGREEMENT made and entered into this 6 day of NOV 2012, by and between David Michael Scott and Pamela Jeanne Scott hereinafter referred to as "Landowners" and the City of Coon Rapids, a Minnesota municipal corporation, hereinafter referred to as "City."

WITNESSETH:

Landowners are the owners of property located at 1031 106th Avenue NW in the City and legally described as Lot 4, Block 1, Shannon Park Anoka County, Minnesota (the "Property").

The rear lot line of Landowners' property directly abuts the City of Coon Rapids right-of -way for Egret Boulevard.

Said right-of-way expands at that location thereby resulting in the Landowners' rear lot line being irregularly shaped.

Landowners previously entered into an encroachment agreement with the City for the purpose of fencing their yard including the encroachment area. That agreement has expired.

The City's Engineering Division has determined that the temporary use of a portion of Egret Boulevard right-of-way by Landowners will not significantly interfere with the City's use of the right-of-way at that location.

NOW, THEREFORE, the parties hereto agree as follows:

1. The City hereby grants to Landowners to the right to encroach upon the City's right-of-way for Egret Boulevard to the following extent:

> That part of the right-of-way for Egret Boulevard adjacent to the north line of Lot 4, Block 1, Shannon Park, Anoka County, Minnesota, bounded by the northerly extensions of the east and west property lines of said Lot 4 and a line drawn parallel to and one foot southerly of the public sidewalk currently existing on the south side of Egret Boulevard.

The encroachment area is shown in yellow on Exhibit "A" attached hereto.

2. The term of this agreement shall be for a period of three years from and after the date of this agreement, but may be extended from time to time upon written approval of the City Manager. Landowners shall give written notice to the City at least ninety days prior to the termination of this agreement or any intention thereof of their desire to renew this agreement.

3. In consideration hereof, Landowners shall pay to the City the sum of $1.00 per year, the sufficiency and receipt of which is hereby acknowledged.

4. The City agrees that Landowners may keep their fence within the encroachment area as long as the fence is maintained in good repair and condition at all times during the term of this Agreement and as long as the property is in compliance with City Code.

5. The Landowners agree to maintain the property within the permitted encroachment in good condition and to use such property only for activities generally carried out upon a residential lot. The Landowners agree that they will not construct any buildings, sheds or other improvements within the fenced encroachment area.

6. The City reserves the right to terminate this Agreement in the event the City deems the right-of-way necessary for City use or the City determines that the use of the right-of-way has become a nuisance. This agreement may be terminated by the City giving ninety days written notice to Landowners. If the City exercises its option to terminate, Landowners agree to remove the fence and any other improvements placed within the encroachment area as ordered and directed by the City. In the event Landowners fail to remove the fence and any improvements within ninety days of notice, Landowners agree that the City may remove the fence and improvements at Landowners expense and the City may assess the cost thereof against the property and collect such costs in the same manner as a special assessment.

7. The Landowners agree that the rights granted hereunder may not be sold, assigned, conveyed or transferred by the Landowners without the express written consent of the City. If the premises should be sold by Landowners, the City reserves the right to terminate this agreement and Landowners agree to restore the premises as required in paragraph 6 above.

8. Landowners will keep the City free from all liabilities and claims for damages and/or suits for or by reasons of any injury or injuries to person or persons or property of any kind whatsoever while in or upon said premises or in any part thereof or resulting from the location of a fence within said premises, during the term of this agreement and any extension thereof or occasion by any occupancy or use of said premises of any activity carried on by Landowners in connection therewith and Landowners agree to indemnify and hold harmless the City from all liabilities, charges, expenses (including attorney's fees) and costs on account of or by reason of any such injuries, liabilities, suits, or losses, however occurring or damages growing out of same.

[Signatures on following page]

The parties hereto have executed this Agreement, and this Agreement will be effective, as of the day and year first above written notwithstanding the actual date any signatures were attached.

BY CITY:

CITY OF COON RAPIDS

By: _____
Tim Howe, Mayor

By: _____
Steven D. Gatlin, City Manager

Approved as to form and content:

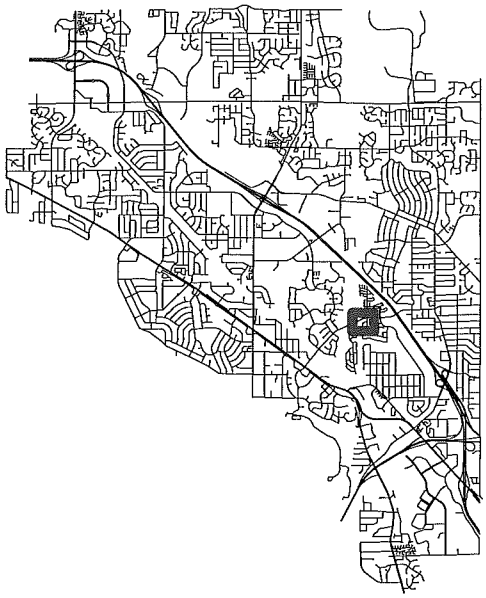
_____
David J. Brodie, City Attorney

BY LANDOWNERS:

By: _____
David Michael Scott

By: _____
Pamela Jeanne Scott

COON RAPIDS
Minnesota



City Council Regular **3.**

Meeting Date: 12/04/2012

Subject: Approval of JPA with Anoka County for Purchase of Election Equipment

From: Cathy Sorensen, City Clerk

INTRODUCTION

Council is asked to approve the attached Joint Powers Agreement with Anoka County and the municipalities, townships, and school districts in Anoka County to allocate costs for election expenses related to the purchase, maintenance, and use of new election equipment.

DISCUSSION

At the September 25 work session, Cindy Reichert, Elections Manager for Anoka County, reviewed the County's proposed election equipment replacement process. At the November 27 County Board meeting, the Board approved the attached Joint Powers Agreement (JPA) that will allocate costs for election expenses between Anoka County and the municipalities, townships, and school districts in Anoka County.

This JPA is a result of many meetings of the Elections Task Force comprised of several City Clerks, Administrators/City Managers, School District representatives, and community representatives. The Task Force was created to review and recommend a process for allocating costs for election expenses throughout the County. The cost share formula for equipment, software, and maintenance is based on the population of each community multiplied by either 30% for municipalities or 15% for school districts; the County's share will be 55%. The agreement also outlines how government entities will be responsible for the production of test desks, use of polling places, receiving and processing absentee ballots cast in person, and the hiring and training of election judges, same as now. And under this proposal, the school districts are participating in the cost share, which is different than in the past.

The approval process for this JPA involves all Anoka County municipalities, townships, and school districts that will take place over the next 3-4 weeks in 30 separate meetings before year-end, it is important that the same document be approved and executed by all parties to the agreement. Therefore, staff is recommending that Council allow the City Manager and City Attorney to approve minor non-substantive changes if necessary. Staff will inform Council of any changes that should occur as we move through the process.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by ensuring current and reliable election equipment at the best possible cost.

RECOMMENDATION

Approve the Joint Powers Agreement with Anoka County and Municipalities, Townships, and School Districts in Anoka County to allocate costs for election expenses and authorize the City Manager and City Attorney to approve minor non-substantive contract changes, if necessary.

Fiscal Impact

BUDGET IMPACT:

The annual billing for Coon Rapids is estimated to range from $9,000 in 2013 to $15,392 in 2022 for a total 10-year cost of $138,770. This compares to the purchase price for equipment in 2000 of $109,893. While this amount is higher than the 2000 purchase, the amount can be budgeted for annually rather than through a large capital outlay purchase.

Attachments

Joint Powers Agreement

Informational Memo from Anoka County

Equipment System Cost

2013 Budget Estimates

Anoka County Contract No. 2012- _____
JOINT POWERS AGREEMENT BETWEEN
ANOKA COUNTY AND THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY
TO ALLOCATE COSTS FOR ELECTION EXPENSES

This is a joint Powers Agreement ("JPA") between the County of Anoka ("County") and THE MUNICIPALITIES, TOWNSHIPS AND SCHOOL DISTRICTS IN ANOKA COUNTY ("Governmental Entities") entered into pursuant to Minn. Stat. § 471.59, for the purchase, maintenance and use of election equipment, including conducting elections, by the County on behalf of the County and the Governmental Entities.

Section 1
Term

1. This JPA shall be in effect for a four year term, beginning January 1, 2013 until December 31, 2016, subject to automatic renewal on January 1 of each subsequent calendar year beginning January 1, 2017.

Section 2
Contract Termination

2. During the initial four year term, this JPA may only be terminated by written agreement of the County with the effected Governmental Entity. Beginning January 1, 2017, a Governmental Entity's participation in this agreement may be terminated by that Governmental Entity providing written notice to the remaining parties no later than June 1 of any year, effective on January 1 of the following year.

   Upon termination of the agreement, all right title and interest in any election equipment purchased by the County under the terms of this agreement for use by the Governmental Entity shall remain with the County. Any Governmental Entity withdrawing from this agreement assumes all costs, responsibilities and liabilities related to the purchase, maintenance and use of voting equipment in the conduct of elections in that jurisdiction. Any amounts of the Governmental Entity's share of the of the initial cost of procurement of the Voting Equipment System and their proportional share of any other costs incurred by the County on their behalf that remain unpaid as of the date of termination shall become immediately due and payable by the Governmental Entity to the County.

Section 3
Voting Equipment System Definition

3. For purposes of this agreement, the Anoka County Voting Equipment System means a system in which the voter records votes by means of marking a ballot, so that votes may be counted by automatic tabulating equipment in the polling place where the ballot is cast or at a counting center. An electronic voting system includes automatic tabulating equipment; non-electronic ballot markers; electronic ballot markers, including electronic ballot display, audio ballot reader, and devices by which the voter will register the voter's voting intent; software used to program automatic tabulators and layout ballots; computer programs used to accumulate precinct results; ballots; system documentation; and system testing as well as software used to manage the

assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County.

Section 4
Applicability

4. This agreement, and the use of the Voting Equipment System defined herein, between the County and the Governmental Entities is applicable for any election at which offices or questions for the following categories are voted on:

Category A:	Federal Offices State Offices or Constitutional Amendments Judicial Offices County Offices or Ballot Questions Soil and Water District Offices or Ballot Questions
Category B:	Municipal (Township) Offices or Ballot Questions
Category C:	School District Offices or Ballot Questions
Category D:	Hospital District Offices or Ballot Questions

Section 5
County Responsibilities

5. Except as otherwise provided in this contract or required by statute or state or federal rule, the County shall be responsible for preparing the specifications for the purchase and maintenance of the Voting Equipment System as defined herein and for the purchase and maintenance of the system, including making all payments and expenditures for capital and on-going operating costs related to the voting equipment system. In addition, for all Category A, B, C and D Elections, Anoka County shall:

5.1. Perform voting equipment system programming including ballots, ballot counters, ballot markers, and other components of the voting equipment system used to mark, count, record or report election returns and statistics.

5.2. Perform programming and testing of the State Election Reporting System interface, subject to policies of the State.

5.3. Program and develop a voting equipment testing plan for each election according to statutory requirements.

5.4. Provide ballot design and layout services, and arrange for the printing of ballots to be used in the elections.

Section 6
Governmental Entities' Responsibilities

6. Except as otherwise provided in this contract, each individual Governmental Entity shall be responsible for and shall perform all duties and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of

precinct voting equipment for each election and shall utilize county provided software, as determined necessary by the County, to track the testing, assignment, deployment, chain of custody, and associated logistical operations of said equipment in Anoka County, as follows:

6.1. When Category A and/or B or D offices or questions appear on the ballot:

6.1.1. The municipality shall be responsible for and assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include a Category A and/or B or D office or question.

6.1.2. The municipality shall assume all costs required to arrange for the use of polling places in the manner required by the Minnesota election law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.

6.1.3. The municipality shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.1.4. The municipality shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in that municipality including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct**.**

6.1.5. The municipality shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

6.2. When only Category C offices or questions appear on the ballot:

6.2.1. The School District shall be responsible and shall assume all costs associated with the production of test decks, and conduct of pre-election and post-election tests and audits of precinct voting equipment for all elections which include only Category C offices or questions.

6.2.2. The school district shall assume all costs required to arrange for the use of polling places in the manner required by law, for ensuring the physical set up of rooms and furnishings are conducive to the voting process, and for ensuring that all necessary equipment and supplies are delivered to the polling place for use on Election Day.

6.2.3. The school district shall assume all costs related to picking up ballots, supplies and equipment from the Anoka County Elections and Voter Registration Office in Anoka and other storage locations that may be arranged from time to time, and transporting them to and from the polling place.

6.2.4. The school district shall assume all costs related to issuing, receiving and processing absentee ballots cast by in-person absentee voters in the school district including procurement and preparation of physical spaces, equipment, and staff needed to administer the process, and costs for delivery of voted ballots to the Anoka County Central Count Absentee Precinct.

6.2.5. The school district shall assume all costs related to recruiting, hiring, and paying Election Judges for all hours served including, training, testing, election day assignments, and any other work assignments associated with the election.

Section 7
Allocation of Election Expenses

7. Except as already specifically provided for herein, the Voting Equipment System procurement, maintenance and support cost shall be divided between the county, its municipalities, and school districts as follows:

7.1. The County shall incur 55% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.2. Municipalities located wholly or in part in Anoka County shall, collectively, incur 30% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.3. School Districts located wholly or in part in Anoka County shall incur 15% of the actual cost of procurement, operation and maintenance of the system over the duration of this contract.

7.4. Anoka County shall make all payments and expenditures for capital and on-going operating and maintenance costs related to the system throughout the duration of this contract.

7.5. The annual fee for each jurisdiction shall be established as follows:

7.5.1. Each individual municipality shall pay a fee equal to that percentage of the total Anoka County population residing in that municipality at the time of the 2010 census multiplied by the municipal share (30%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract

7.5.2. Each individual school district shall pay a fee equal to that percentage of the total Anoka County population residing in that school district at the time of the 2010 census multiplied by the school district share (15%) of the actual cost of procurement (prorated over ten annual installments), plus the actual cost of operation and maintenance of the system, as solely determined by the County, calculated annually throughout the duration of the contract.

7.5.3. Each Governmental Entity shall be invoiced annually on June 1 for each calendar year of the agreement for the above referenced fees. Said fees shall be due and payable within thirty (30) calendar days of invoicing.

7.5.4. The Governmental Entities hereby agree that they will not reallocate any of the costs incurred herein.

7.6. For each governmental entity, the County shall determine that proportion of the ballot devoted to offices and questions for that entity as a percentage of the total number of column inches on the ballot, and provide an invoice to the governmental entity for that share of the cost of ballot printing, paper and normal delivery charges.

7.7. The County shall pay the cost of postage for all domestic mailed absentee ballots cast in the county and absentee ballots cast under the Uniformed Overseas Citizens Absentee Voting Act (UOCAVA) except those absentee postage costs incurred by Municipalities designated to administer absentee voting laws under M.S. 203B.05.

Section 8
Documentation of Election Expenses

8. Documentation of actual expenditures as required by the County is required for the allocation of election expenses pursuant to this agreement. Invoices or billing statements are acceptable documentation for goods or services purchased for vendors.

Section 9
Ownership

9. The Governmental Entities acknowledge that the County owns the Voting Equipment System and that the Governmental Entities are authorized to use said Voting Equipment System for official election related purposes. Use of the Voting Equipment System by the Governmental Entities for any other purpose is strictly prohibited absent express written consent of the County. The Governmental Entities hereby acknowledge and agree that the Voting Equipment System may contain proprietary and trade secret information that is owned by a third party and is protected under federal copyright law or other laws, rules, regulations and decisions. The Governmental Entities shall protect and maintain the proprietary and trade secret status of the Voting Equipment System in their possession.

Section 10
Handling Of Equipment and Insurance

10. Each municipality shall be responsible for storage of elections equipment assigned by the county to that municipality. Municipalities shall make all necessary elections equipment in its possession available to other entities as directed by the county.

Each Governmental Entity acknowledges that it shall be responsible for the Voting Equipment System while it is in the Governmental Entity's custody. Each Governmental Entity, either through insurance or a self-insurance program, shall be responsible for all costs, fees, damages and expenses including but not limited to personal injury, storage, damage, repair and/or replacement of the Voting Equipment System while it's in the

Governmental Entity's custody and this contract is in effect unless such costs, fees, damages and expenses are then currently covered under a manufacturer warranty covering said equipment. The Governmental Entities shall be responsible for, provide coverage for and shall provide proof of general liability and worker's compensating insurance (Hold Harmless Agreement) for all individuals providing services required by this contract. In addition to the foregoing, the Governmental Entities shall, during the term of this contract, maintain, through commercially available insurance or on a self-insured basis, property insurance coverage on all of the voting systems used or intended for use in this agreement to cover all repairs or replacement of the voting equipment if damaged or stolen. The Governmental Entities are responsible for any deductible under their policy.

Section 11
Independent Contractor

11. It is agreed that nothing in this contract is intended or should be construed as creating the relationship of agents, partners, joint ventures, or associates between the parties hereto or as constituting the County or the Governmental Entities as the employee of the other entity for any purpose or in any manner whatsoever. The County is an independent contractor and neither it, its employees, agents, nor its representatives are employees of the Governmental Entities. From any amounts due the County, there shall be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law.

Section 12
Data Practices

12. All data created, collected, received, maintained, or disseminated for any purpose in the course of this contract is governed by the Minnesota Government Data Practices Act, any other applicable statute, or any rules adopted to implement the Act or statute, as well as federal statutes and regulations on data privacy.

Section 13
No Waiver

13. No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof unless the same is consented to in writing. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise.

Section 14
Governing Law

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

Section 15
Entire Agreement

15. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof and hereby rescinds and replace all prior Agreements with the respective Governmental Entities with this Agreement. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties hereto.

Section 16
No Assignment

16. Neither party shall assign, sublet or transfer this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempt to do so shall be void and of no force and effect.

Section 17
No Warranty

17. The Governmental Entities agree that the County is furnishing the Voting Equipment System on an "as is" basis, without representation or any express or implied warranties, other than those provided by any maintenance agreement entered into by the County for the maintenance of the Voting Equipment System, including but not limited to, fitness for particular purpose, merchantability or the accuracy and completeness of the Voting Equipment System.

    The Governmental Entity's exclusive remedy and the County's sole liability for any substantial defect which impairs the use of the Voting Equipment System for the purposes stated herein shall be the right to terminate this agreement.

    The County does not warrant that the Election Voting Equipment System will be error free.

    The County disclaims any other warranties, express or implied, respecting this agreement or the Voting Equipment System.

    In no event shall the County be liable for actual, direct, indirect, special, incidental, consequential damages (even if the County has been advised of the possibility of such damage) or loss of profit, loss of business or any other financial loss or any other damage arising out of performance or failure of performance of this Agreement by the County. Except as otherwise specifically provided for in this agreement, County and the Governmental Entities agree each will be responsible for their own acts and omissions under this Agreement and the results thereof and shall to the extent authorized by law defend, indemnify and hold harmless the other party for such acts. Each party shall not be responsible for the acts, errors or omissions of any other party under the Agreement and the results thereof. The parties' respective liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This paragraph shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this Agreement. Nothing in this Agreement

constitutes a waiver by the Governmental Entities or County of any statutory or common law defenses, immunities, or limits on liability.

Section 18
Notice

18. Any notice or demand shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To the Governmental Entity:	To the person and address designated by each Governmental Entity in writing.
To the County:	Anoka County Administrator **ADDRESS**
Copy to:	Anoka County Elections Manager **ADDRESS**

Section 19
Audit Provision

19. Both parties agree that either party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the other party and involve transactions relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the contract and for six (6) years after its termination or cancellation.

Section 20
Survival of Provisions

20. It is expressly understood and agreed that the obligations and warranties of the Governmental Entity and County hereof shall survive the completion of performance and termination or cancellation of this Agreement.

Section 21
Authority

21. The person or persons executing this Joint Powers Agreement on behalf of the Governmental Entity and County represent that they are duly authorized to execute this Joint Powers Agreement on behalf of the Governmental Entity and the County and represent and warrant that this Joint Powers Agreement is a legal, valid and binding obligation and is enforceable in accordance with its terms.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands.

COUNTY OF ANOKA

By:_____
Rhonda Sivarajah, Chair,
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma,
Anoka County Administrator

Dated: _____

APPROVED AS TO FORM:

By: _____
Thomas Haluska
Assistant Anoka County Attorney

Dated: _____

CITY OF *

By: _____
****, Its Mayor

Dated: _____

By: _____
***, Its City Clerk

Dated: _____

***** SCHOOL DISTRICT *****

By: _____
****, Its Superintendent

Dated: _____

By: _____
***, Its ***

Dated: _____

ANOKA COUNTY ELECTIONS AND VOTER REGISTRATION
325 East Main Street
Anoka MN 55303
(763) 323-5275
(763) 422-7526 (fax)
elections@co.anoka.mn.us

M E M O R A N D U M

TO: Anoka County Management Committee
FROM: Cindy Reichert, Anoka County Elections Manager
SUBJECT: Joint Powers Agreement for Conduct of Elections
DATE: November 13, 2012

A voting equipment system is comprised of many components that work together to define ballots, cast and count votes, report, transmit, and display election results, and produce election audit information. The system includes ballot counters, ballot boxes, ADA compliant ballot markers, various software and hardware programs, servers, modems, and other ancillary system components.

The system currently in use in all precincts of Anoka County is the "Accuvote Precinct Optical Scan System" purchased in 2000 from Global Election Systems. That purchase was based on a shared ownership model and required each city in Anoka County to purchase ballot counters and ballot boxes for use in the city voting precincts. The County also purchased several ballot counters to use as back-ups should any of the city-owned equipment need replacement, and has since purchased several reconditioned ballot counters to ensure successful operation of elections through calendar year 2012. The county has continually maintained responsibility for components used county-wide, like system software, servers, and modems.

The time has come to replace the system. The equipment and its software run in a DOS platform that is no longer supported, and new units and parts are no longer available in the marketplace. The most unstable component is our system server which also operates on a DOS platform. That server cannot be replaced and the software that drives the system will not run in a more modern environment. It is imperative that the entire voting equipment system be replaced at the earliest opportunity.

Anoka County has been working toward a complete system replacement scheduled for early 2013. Our staff has collaborated with Election Managers of several other MN Counties, and with the Office of the Secretary of State to determine our needs and options. We've also procured grant funds issued through the Help America Vote Act to partially offset the cost of the replacement. Changes in election law, technology and equipment certification standards have affected not only the technology we use, but the business model of system vendors. As a result, costs have risen considerably.

Our planning has required us to consider many factors and we've worked to engage our partner cities and school districts in discussion. The result is a proposal to enter into a Joint Powers Agreement which addresses not only the equipment purchase itself, but also establishes a model for delivery of election services within our county.

Process for Proposal Development

In 2010 County election staff organized the "ACE Work Group" comprised of city and school district election administrators. Together we performed a systematic examination of the processes, responsibilities and

obligations of each party to Anoka County's election system. We looked at administrative and technical processes, discussed how election services could be delivered in the most logical and cost-effective way, and implemented organizational and procedural improvements in our precincts and respective offices. Throughout the study and planning process the following basic premises were considered by our participants:

- The electoral process is the bedrock of democracy and must be administered with the utmost level of professionalism and integrity
- Government should provide necessary services in an efficient and effective manner at the lowest possible cost
- Solutions developed must ease administrative burden and control the cost of services
- The division of duties between county and local governmental units must be logical and effective
- System security and legal defensibility must be maintained
- Cost-sharing models to support the voting system must be equitable for all parties

We also developed a cost sharing proposal for the next equipment purchase that goes beyond the initial capital purchase and provides on-going support to ensure the future integrity of the system.

Following development of the ACE Work Group proposal, the "Anoka County Voting Equipment Task Force" was convened. This group, comprised of city and school administrators and board members, has met twice in 2012 to review, discuss, and adjust the plan. We are now ready to propose its adoption.

<u>Proposed Multi-Jurisdiction Election Agreement</u>

The ACE Workgroup and Anoka County Voting Equipment Task Force are recommending adoption of an agreement between election jurisdictions in Anoka County that establishes Anoka County as the sole owner of the voting equipment system and calls for an annual fee to be paid to the county by cities and school districts to supplement system costs.

The model used for our last system purchase separated ownership of the system into various pieces and parts, and did not address issues related to the system as a whole such as maintenance, required software and hardware upgrades, and replacement of non-functioning units. Establishing Anoka County as sole owner allows us to more effectively manage the vendor contracts and administrative tasks that apply county-wide.

Rather than transferring ownership of individual components to our cities and schools, the county would collect a fee to supplement system costs. The proposed fee will be based on actual (and defined) capital and operating costs of the voting equipment system with cities paying 30% of the total cost and schools paying 15%, leaving the county with responsibility for 55% of the total cost. Within those percentages, the cost to each individual city and school district will be based upon their population at the time of the 2010 census.

We are also recommending that the agreement include provisions to address other election duties and responsibilities.

Statutes require the Office of the Secretary of State to develop a cost sharing plan for jurisdictions that share the same ballot. That plan allows cities to invoice school districts according to a complex formula for services that are not well defined. Jurisdictions can choose to use either the OSS cost sharing plan or share costs according to a negotiated agreement*, as long as that agreement addresses all expenses included in the OSS plan.*

Our recommendation is to include language in our agreement that addresses each election duty spelled out in the OSS cost sharing plan. Both cities and schools would contribute their share to the county-wide system via

the annual fee outlined above. The contribution of 15% of the total cost of the election system from schools effectively reduces the amount cities would be responsible for from 45% to 30%. In turn, cities would be prohibited from invoicing the schools for the "other election costs" specified in the agreement. This formula recognizes each party's statutory obligation to share costs, simplifies the fee structure, eliminates the flurry of potentially disparate invoices, and allows all parties to plan for a relatively stable budget expenditure each year.

2013 Voting Equipment Purchase

Instability in the marketplace has led to a crisis in development and manufacturing of voting equipment in the United States. New laws were put into place with the adoption of the Help America Vote Act and a new federal agency, the Election Assistance Commission (EAC), was created to oversee voting equipment certification and distribution of federal grants for voting equipment replacement. That agency proved ineffectual and certification of equipment was at a near stand-still for several years. In the meantime, a series of corporate acquisitions left just a handful of vendors in business, seriously reducing competition.

As a result, Minnesota (which requires all voting equipment to meet federal certification standards) has not certified "next generation" voting equipment. We are currently in a certification application blackout time period that will lift on December 1, 2012. We expect to see applications to our state from at least two voting equipment manufacturers in December. Once our choices have been established we must act quickly to make the purchase so that our new system can be fully operational in time for the fall 2013 local elections. Deployment of the system for 2013 local elections is highly desirable so that election administrators, poll workers, and voters can become familiar with the system well in advance of the State General Election of 2014.

Purchase and Agreement Approval Timeline

Timing of the certification and subsequent equipment purchase affects our agreement approval timeline. Though our cities and schools have expressed agreement in concept, specific system costs will not be known until early 2013. In the meantime, detailed estimates have been prepared and forwarded to each city and school district in Anoka County to include in their 2013 budget. Members of the Anoka County Board of Commissioners have been consulted throughout the process and are supportive of the efforts and recommendation made by the Work Group and Task Force. The County budget has also been structured to incorporate all elements of the equipment purchase and cost-sharing proposal.

The Anoka County Elections Manager is scheduled to attend several city/school meetings and work sessions to answer questions and address concerns during the months of November and December. The proposed timeline for review and approval is as follows:

Anoka County Management Committee review and approval	November 13
Anoka County Board review and approval	November 27
Deadline for approval by all parties to the agreement	December 31

Anoka County Election Equipment System History

09/11/2012

Event		Yr	Grant Capital	Grant Operating	County Capital	County Operating	County Revenue	City Capital	City Operating	Schools Capital	Schools Operating
County-wide Equipment Purchase	Actual	2000	$ -	$ -	$ 70,975	$ -	$ -	$ 543,223	$ -	$ -	$ -
	Actual	2001	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2002	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2003	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2004	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2005	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
AutoMARKS purchased	Actual	2006	$ 663,570	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2007	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2008	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
	Actual	2009	$ -	$ -	$ -	$ 12,000	$ -	$ -	$ -	$ -	$ -
AutoMarks covered by maint plan	Actual	2010	$ -	$ 25,000	$ 20,306	$ 12,000	$ -	$ -	$ -	$ -	$ -
6 Reconditioned Accuvotes Purchased Modus - County Use	Actual	2011	$ -	$ 25,000	$ -	$ 49,500	$ -	$ -	$ -	$ -	$ -
Modus - ALL jurisdictions Use	Actual	2012	$ -	$ 25,000	$ -	$ 79,000	$ -	$ -	$ -	$ -	$ -
			$ 663,570	$ 75,000	$ 91,281	$ 248,500	$ -	$ 543,223	$ -	$ -	$ -
			GRANT NET	**$ 738,570**		**COUNTY NET**	**$ 339,781**	**MUNICIPAL NET**	**$ 543,223**	**SCHOOL NET**	**$ -**

Event		Yr	Grant Capital	Grant Operating	County Capital	County Operating	County Revenue	City Capital	City Operating	Schools Capital	Schools Operating
County-wide Equipment Purchase	Projected	2013	$ 310,836	$ 17,000	$ 871,572	$ 74,300	$ 72,656	$ -	$ 48,437	$ -	$ 24,219
	Projected	2014	$ -		$ -	$ 155,460	$ 109,178	$ -	$ 72,785	$ -	$ 36,393
	Projected	2015	$ -		$ -	$ 158,810	$ 110,685	$ -	$ 73,790	$ -	$ 36,895
	Projected	2016	$ -		$ -	$ 163,233	$ 112,676	$ -	$ 75,117	$ -	$ 37,559
	Projected	2017	$ -		$ -	$ 166,751	$ 114,258	$ -	$ 76,172	$ -	$ 38,086
	Projected	2018	$ -		$ -	$ 171,395	$ 116,348	$ -	$ 77,566	$ -	$ 38,783
	Projected	2019	$ -		$ -	$ 175,088	$ 118,010	$ -	$ 78,674	$ -	$ 39,337
	Projected	2020	$ -		$ -	$ 179,964	$ 120,205	$ -	$ 80,136	$ -	$ 40,068
	Projected	2021	$ -		$ -	$ 183,842	$ 121,950	$ -	$ 81,300	$ -	$ 40,650
	Projected	2022	$ -		$ -	$ 188,963	$ 124,254	$ -	$ 82,836	$ -	$ 41,418
			$ 310,836	$ 17,000	$ 871,572	$ 1,617,806	$ 1,120,220	$ -	$ 746,813	$ -	$ 373,407
			GRANT NET	**$ 327,836**		**COUNTY NET**	**$ 1,369,158**	**MUNICIPAL NET**	**$ 746,813**	**SCHOOL NET**	**$ 373,407**

	Actual 2000-2012		Projected 2013-2022	
Grants	$ 738,570	46%	$ 327,836	12%
County	$ 339,781	21%	$ 1,369,158	49%
Municipalities	$ 543,223	33%	$ 746,813	27%
School Districts	$ -	0%	$ 373,407	13%
Totals	**$ 1,621,574**	**100%**	**$ 2,817,213**	**100%**

Projected 2013-2022 After HAVA Funds Used	
$ 1,369,158	55%
$ 746,813	30%
$ 373,407	15%
$ 2,489,377	**100%**

City	2010 Census Population	Proportion of Population	System Support Fee Year 2013	System Support Fee Year 2014	System Support Fee Year 2015	System Support Fee Year 2016	System Support Fee Year 2017	System Support Fee Year 2018	System Support Fee Year 2019	System Support Fee Year 2020	System Support Fee Year 2021	System Support Fee Year 2022	Total 10 Year Contribution	Purchase 2000
Andover	30,587	9.25%	$ 4,478	$ 6,729	$ 6,822	$ 6,945	$ 7,042	$ 7,171	$ 7,273	$ 7,409	$ 7,516	$ 7,658	$ 69,044	$ 43,773
Anoka	17,153	5.18%	$ 2,511	$ 3,774	$ 3,826	$ 3,895	$ 3,949	$ 4,021	$ 4,079	$ 4,155	$ 4,215	$ 4,295	$ 38,719	$ 33,748
Bethel	488	0.15%	$ 71	$ 107	$ 109	$ 111	$ 112	$ 114	$ 116	$ 118	$ 120	$ 122	$ 1,102	$ -
Blaine	57,186	17.28%	$ 8,372	$ 12,581	$ 12,755	$ 12,984	$ 13,166	$ 13,407	$ 13,599	$ 13,851	$ 14,053	$ 14,318	$ 129,086	$ 94,665
Ctrville	3,792	1.15%	$ 555	$ 834	$ 846	$ 861	$ 873	$ 889	$ 902	$ 918	$ 932	$ 949	$ 8,560	$ 4,218
Cir Pines	4,918	1.49%	$ 720	$ 1,082	$ 1,097	$ 1,117	$ 1,132	$ 1,153	$ 1,169	$ 1,191	$ 1,209	$ 1,231	$ 11,101	$ 8,437
Col Hgts	19,486	5.89%	$ 2,853	$ 4,287	$ 4,346	$ 4,424	$ 4,486	$ 4,568	$ 4,634	$ 4,720	$ 4,788	$ 4,879	$ 43,986	$ 36,771
Columbus	3,914	1.18%	$ 573	$ 861	$ 873	$ 889	$ 901	$ 918	$ 931	$ 948	$ 962	$ 980	$ 8,835	$ 4,005
Coon Rpds	61,476	18.58%	$ 9,000	$ 13,525	$ 13,711	$ 13,958	$ 14,154	$ 14,413	$ 14,619	$ 14,891	$ 15,107	$ 15,392	$ 138,770	$ 109,893
E Bethel	11,603	3.51%	$ 1,699	$ 2,553	$ 2,588	$ 2,634	$ 2,671	$ 2,720	$ 2,759	$ 2,810	$ 2,851	$ 2,905	$ 26,191	$ 13,637
Fridley	27,208	8.22%	$ 3,983	$ 5,986	$ 6,068	$ 6,177	$ 6,264	$ 6,379	$ 6,470	$ 6,590	$ 6,686	$ 6,812	$ 61,417	$ 63,064
Ham Lake	15,296	4.62%	$ 2,239	$ 3,365	$ 3,412	$ 3,473	$ 3,522	$ 3,586	$ 3,637	$ 3,705	$ 3,759	$ 3,830	$ 34,528	$ 27,275
Hilltop	754	0.23%	$ 110	$ 166	$ 168	$ 171	$ 174	$ 177	$ 179	$ 183	$ 185	$ 189	$ 1,702	$ 4,218
Lexington	2,049	0.62%	$ 300	$ 451	$ 457	$ 465	$ 472	$ 480	$ 487	$ 496	$ 504	$ 513	$ 4,625	$ 4,218
Lino Lakes	20,216	6.11%	$ 2,960	$ 4,447	$ 4,509	$ 4,590	$ 4,654	$ 4,740	$ 4,807	$ 4,897	$ 4,968	$ 5,062	$ 45,634	$ 27,274
Linwood	5,123	1.55%	$ 750	$ 1,127	$ 1,143	$ 1,163	$ 1,180	$ 1,201	$ 1,218	$ 1,241	$ 1,259	$ 1,283	$ 11,564	$ 4,005
Nowthen	4,443	1.34%	$ 650	$ 977	$ 991	$ 1,009	$ 1,023	$ 1,042	$ 1,057	$ 1,076	$ 1,092	$ 1,112	$ 10,029	$ 4,218
Oak Grove	8,031	2.43%	$ 1,176	$ 1,767	$ 1,791	$ 1,823	$ 1,849	$ 1,883	$ 1,910	$ 1,945	$ 1,973	$ 2,011	$ 18,128	$ 8,224
Ramsey	23,668	7.15%	$ 3,465	$ 5,207	$ 5,279	$ 5,374	$ 5,449	$ 5,549	$ 5,628	$ 5,733	$ 5,816	$ 5,926	$ 53,426	$ 36,481
Sp Lk Pk	6,234	1.88%	$ 913	$ 1,371	$ 1,390	$ 1,415	$ 1,435	$ 1,462	$ 1,482	$ 1,510	$ 1,532	$ 1,561	$ 14,072	$ 15,679
St. Francis	7,219	2.18%	$ 1,057	$ 1,588	$ 1,610	$ 1,639	$ 1,662	$ 1,692	$ 1,717	$ 1,749	$ 1,774	$ 1,807	$ 16,295	$ 9,419
TOTAL	**330,844**	**100.00%**	**$ 48,437**	**$ 72,785**	**$ 73,790**	**$ 75,117**	**$ 76,172**	**$ 77,566**	**$ 78,674**	**$ 80,136**	**$ 81,300**	**$ 82,836**	**$ 746,813**	**$ 553,223**

City	2010 Census Population	Proportion of Population	System Support Fee Year 2013	System Support Fee Year 2014	System Support Fee Year 2015	System Support Fee Year 2016	System Support Fee Year 2017	System Support Fee Year 2018	System Support Fee Year 2019	System Support Fee Year 2020	System Support Fee Year 2021	System Support Fee Year 2022	Total 10 Year Contribution	Purchase 2000
Dist 11	177,169	53.55%	$ 12,969	$ 19,488	$ 19,758	$ 20,113	$ 20,395	$ 20,768	$ 21,065	$ 21,457	$ 21,768	$ 22,180	199,962	$ -
Dist 12	32,249	9.75%	$ 2,361	$ 3,547	$ 3,596	$ 3,661	$ 3,712	$ 3,780	$ 3,834	$ 3,906	$ 3,962	$ 4,037	36,398	$ -
Dist 13	25,195	7.62%	$ 1,844	$ 2,771	$ 2,810	$ 2,860	$ 2,900	$ 2,953	$ 2,996	$ 3,051	$ 3,096	$ 3,154	28,436	$ -
Dist 14	15,504	4.69%	$ 1,135	$ 1,705	$ 1,729	$ 1,760	$ 1,785	$ 1,817	$ 1,843	$ 1,878	$ 1,905	$ 1,941	17,499	$ -
Dist 15	29,168	8.82%	$ 2,135	$ 3,208	$ 3,253	$ 3,311	$ 3,358	$ 3,419	$ 3,468	$ 3,533	$ 3,584	$ 3,652	32,920	$ -
Dist 16	30,548	9.23%	$ 2,236	$ 3,360	$ 3,407	$ 3,468	$ 3,517	$ 3,581	$ 3,632	$ 3,700	$ 3,753	$ 3,824	34,478	$ -
Dist 728	4057	1.23%	$ 297	$ 446	$ 452	$ 461	$ 467	$ 476	$ 482	$ 491	$ 498	$ 508	4,579	$ -
Dist 624	1722	0.52%	$ 126	$ 189	$ 192	$ 195	$ 198	$ 202	$ 205	$ 209	$ 212	$ 216	1,944	$ -
Dist 831	15,232	4.60%	$ 1,115	$ 1,676	$ 1,699	$ 1,729	$ 1,753	$ 1,786	$ 1,811	$ 1,845	$ 1,872	$ 1,907	17,192	$ -
Total	**330,844**	**100.00%**	**$ 24,219**	**$ 36,393**	**$ 36,895**	**$ 37,559**	**$ 38,086**	**$ 38,783**	**$ 39,337**	**$ 40,068**	**$ 40,650**	**$ 41,418**	**$ 373,407**	**$ -**

City Council Regular **4.**

Meeting Date: 12/04/2012

Subject: Approve 2013 License Renewals

From: Kris Linquist, Deputy Clerk

INTRODUCTION

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

DISCUSSION

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

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

Renewals were processed using the 2013 fee schedule.

ALIGNMENT WITH STRATEGIC VISION

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

RECOMMENDATION

Council approval of 2013 license renewals as listed on the attached tabulation, subject to receipt of additional information, Certificates of Insurance and fees as noted.

Attachments

License Renewals

		2013 LICENSE RENEWALS									
				ON 3.2	**OFF**			**ON**	**SUN**	**OFF**	
BUSINESS	**LICENSEE**	**ADDRESS**	**PWN**	**(+W)**	**3.2**	**TAV**	**CLB**	**LIQ**	**LIQ**	**LIQ**	**OTHER**
610 Express	610 Express Inc	430 Coon Rapids Blvd			x						
Acapulco Mexican Restaurant	Acapulco of MN, Inc	12759 Riverdale Blvd						x	x		Theater
AMC Coon Rapids 16	AMC Showplace Theatres, Inc.	10051 Woodcrest Drive NW									Masssage Enterprise
American Legion Post 334	American Legion 334	11640 Crooked Lake Blvd				x	x		x		
Applebee's Neighborhood Grill & Bar	Apple Minnesota LLC	3470 - 129th Avenue NW						x	x		
Boston's Gourmet Pizza Restaurant & Sport	Blackshirts Inc	12794 Riverdale Blvd NW						x	x		
Broadway Bar & Pizza	KB&J Enterprises Inc	3420 - 129th Avenue NW						x	x		
Buffalo Wild Wings Grill & Bar #76	Blazin Wings, Inc	3395 River Rapids Drive						x	x		
Carbone's Pizza/CR Billiards/Sports Bar	Kegson Inc	8525 Cottonwood Blvd NW				x		x	x		
Chipotle Mexican Grill	Chipotle Mexican Grill of Colorado LLC	3455 River Rapids Dr NW		x + w							Strong Beer
Classic Bowl	Classic M & M Inc	11707 Round Lake Blvd				x		x	x		Bowling
Coon Rapids VFW Post 9625	VFW Post 9625	1919 Coon Rapids Blvd				x	x		x		
Coon Rapids Warehouse Liquor	Abe & Joe, Inc	11239 Foley Boulevard								x	
Costco Wholesale #372	Costco Wholesale Corporation	12547 Riverdale Blvd								x	
Cub Foods North	Williston Corp	12900 Riverdale Dr			x						
Cub Foods South	Coon Rapids 2002 LLC	2050 Northdale Blvd			x						
Davanni's Pizza & Hot Hoagies	Davanni's Inc	3430 - 129th Avenue NW		x							
Dunn Bros Coffee	Fiksen Coffee LLC	401 Northdale Blvd NW		w							
El Loro Mexican Restaurant	San Jose Inc	11590 Robinson Dr NW						x	x		
Famous Dave's	D&D of Minnesota, Inc	3211 Northdale Blvd						x	x		
Game Stop 2352	Game Stop Inc	12613 Riverdale Blvd									Secondhand -Class A
Game Stop 4854	Game Stop Inc	3450 - 124th Avenue NW Suite 106									Secondhand -Class A
Grand Slam Sports	Excellent Entertainment Enterprises	2941 Coon Rapids Blvd NW									Amusement
Gretchen's Therapeutic Massage	Gretchen Mackowick	11476 Martin Street									Masssage Enterprise
Highway 10 Mobil Car Care Center	JTS Auto Service Inc	11580 Hanson Blvd NW			x						
Ike's Wine & Spirits	Ike's Wine & Spirits of Coon Rapids Inc	89 - 85th Avenue NW								x	
JCPenney Styling Salon	JCPenney Corp Inc	12550 Riverdale Blvd									Masssage Enterprise
Jung Ja Salon & Spa	Jung Ja Brist	1818 Coon Rapids Blvd									Masssage Enterprise
Kalla Lily Salon & Spa	Marilou Ebert	13060 Riverdale Drive									Masssage Enterprise
Khan's Mongolian BBQ	Paisan Incorporated	2085 Northdale Blvd						x	x		
Kwik Trip #465	Kwik Trip Inc	9250 Springbrook Dr NW			x						
LaCasita	AZAR LLC	8955 Springbrook Dr NW						x	x		
Lifetime Fitness of Coon Rapids	LTF Club Operations Company, Inc	2100 Northdale Blvd NW									Massage Enterprise
Lindees	Matthew Voss	3395 Coon Rapids Blvd				x		x	x		
Massage Envy	Terra Firma Enterprise 7 LLC	12580 Riverdale Blvd									Massage Enterprise
Max It Pawn	CNP Northwest Ltd	12475 Riverdale Blvd NW Suite G	x								
MGM Liquor Warehouse	Doddhouse Inc	2929 Coon Rapids Blvd								x	
Noodles & Company	The Noodle Shop, Co - Colorado Inc	3479 River Rapids Drive		x + w							
Osaka Sushi & Hibachi	Osaka Sushi & Hibachi Inc	12580 Riverdale Blvd Suite B						x	x		
Outback Steakhouse	Outback Steakhouse of Florida LLC	8880 Springbrook Drive						x	x		
Pawn America	Pawn America Minnesota, LLC	15 Coon Rapids Blvd	x								
Pizza Flame	Dyno Inc	2016 105th Avenue NW		x + w							Strong Beer
Rainbow Foods #8872	RBF, LLC of Wisconsin	3340 - 124th Avenue NW			x						
Rapids Warehouse Liquor	Pettis Enterprises Inc	455 99th Avenue NW #220								x	
Riverdale Liquors	Riverdale Liquors, Inc	12940 Riverdale Drive Suite 700								x	
Sammy's Pizza & Restaurant	Perrella Enterprises Inc	445 - 99th Avenue NW Suite 54		x + w							Strong Beer
Scoops Sports Bar	Scoops Sports Bar Inc	482 Northdale Blvd				x		x	x		
Shortstop Bar & Grill	Entertainment Properties, Inc	421 Northdale Blvd				x		x	x		
Split Second Car Wash/Holiday #3500	Fuhr Enterprises Inc	10120 University Ave			x						

		2013 LICENSE RENEWALS									
				ON 3.2	**OFF**			**ON**	**SUN**	**OFF**	
BUSINESS	**LICENSEE**	**ADDRESS**	**PWN**	**(+W)**	**3.2**	**TAV**	**CLB**	**LIQ**	**LIQ**	**LIQ**	**OTHER**
Star Liquors	STS Liquors LLC	3197 Northdale Blvd								x	
Super America #4197	Northern Tier Retail LLC	3155 Coon Rapids Blvd			x						
Super America #4290	Northern Tier Retail LLC	2015 Northdale Blvd			x						
Team Liquor Wine & Spirits	TL Coon Rapids Inc	1921 Coon Rapids Blvd								x	
Texas Roadhouse	Texas Roadhouse Holdings LLC	2780 Main Street						x	x		
TGI Friday's	TGI Friday's of Minnesota Inc	12519 Riverdale Blvd						x	x		
The Harvest Grill	Potluck Catering Inc	12800 Bunker Prairie Rd						x	x		
The Image Creator Hair Salon	Denise Turnquist	337 Northdale Blvd NW									Massage Enterprise
The Olive Garden Italian Restaurant #1459	GMRI, Inc	150 Coon Rapids Blvd						x	x		
The Well Sports Tavern & Grill	Johnson Endeavors LLC	35 Coon Rapids Blvd				x		x	x		
Valu Plus Liquors	Valu Plus Liquors LLC	1804 Northdale Blvd								x	
Willy's Neighborhood Bar & Grill	Slick Willy's Restaurant Inc	2501 Coon Rapids Blvd				x		x	x		
Yes and Foods	Yes and Foods LLC	3373 Coon Rapids Blvd		x + w		x					Strong Beer
BOLD: Approval contingent upon receipt of additional information, insurance documentation, and/or payment of license fees and delinquent taxes											
CLB = Club											
OFF 3.2 = Off-Sale 3.2 Beer											
OFF LIQ = Off Sale Intoxicating Liquor (Class A or B)											
ON 3.2 (+W) = On Sale 3.2 Beer (+Wine)											
ON LIQ = On Sale Intoxicating Liquor (Class A or B)											
PWN = Pawnshop											
SUN LIQ = On Sale Sunday Intoxicating Liquor											
TAV = Tavern (Live Entertainment)											

City Council Regular **5.**

Meeting Date: 12/04/2012
Subject: Truth-In-Taxation Hearing and Adoption of 2013 Budget and Tax Levy
Submitted For: Sharon Legg, Finance Director
From: Sharon Legg, Finance Director

INTRODUCTION

The City Council needs to hold the Truth-In-Taxation (TNT) hearing and consider adoption of the 2013 budget and tax levy.

DISCUSSION

As you know, the budget was discussed at a work session on August 9. A preliminary levy was certified to the County. December 4 was set as the Truth in Taxation public meeting at which the proposed budget for taxes payable year 2013 must be presented and discussed. The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and to ask questions. Staff is prepared to make a short budget presentation.

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

ALIGNMENT WITH STRATEGIC VISION

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

RECOMMENDATION

a. Conduct the Truth-In-Taxation hearing.
b. Adopt Resolution 12-125 adopting the 2013 budget.
c. Adopt Resolution 12-126 adopting the 2013 tax levy.

Attachments

RS 12-125 2013 Budget
RS 12-126 Levy

RESOLUTION NO. 12-125

RESOLUTION ADOPTING THE 2013 BUDGET

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

WHEREAS, the City Manager's proposed budget was presented to the City Council on August 9, 2012, well before the Charter requirement of the first meeting in September; and

WHEREAS, the 2013 proposed budget was discussed at the Truth-In-Taxation hearing on December 4, 2012; and

WHEREAS, requested modifications to the budget were made; and

NOW, THEREFORE, BE IT RESOLVED that the Coon Rapids City Council hereby adopts the 2013 budget as presented, a summary of which follows:

REVENUES	
General Fund	
General Property Taxes	$18,302,200
Licenses and Permits	1,651,710
Fines and Forfeitures	455,000
Investment Income	189,000
Intergovernmental	910,228
Charges from Current Services	1,689,700
Other	3,575,637
Total General Fund Revenues	26,773,475
Transfer from Other Funds	25,380
Total General Fund Revenues including Transfers	26,798,855
Other Funds	
Special Revenue Funds	2,098,572
Debt Service Funds	3,773,798
Capital Project Funds	4,776,548
Enterprise Funds	16,065,789
Internal Service Funds	221,800
Total Other Funds	26,936,507
Other Financing Sources	
Transfers from Other Funds	1,714,964
Total Revenues and Other Sources	$55,450,326

EXPENDITURES	
General Fund	
General Government	3,731,777
Public Safety	12,970,920
Community Services	442,356
Community Development	1,778,246
Maintenance Services	6,739,379
Contingency	362,000
Total General Fund Expenditures	26,024,678
Transfer to Other Funds	550,000
Total General Fund Expenditures including Transfers	26,574,678
Other Funds	
Special Revenue	1,746,108
Debt Service	2,399,213
Capital Project	3,017,146
Enterprise	15,247,609
Internal Service Funds	939,200
Total Other Funds	23,349,276
Transfers to Other Funds	1,190,344
Total Expenditures and Transfers	$51,114,298

Adopted by the Coon Rapids City Council this 4th day of December, 2012.

Tim Howe, Mayor

ATTEST:

Cathy Sorenson, City Clerk

RESOLUTION NO. 12-126

RESOLUTION ESTABLISHING 2013 TAX LEVY FOR THE CITY OF COON RAPIDS

WHEREAS, the Legislature of the State of Minnesota has enacted legislation providing for City certification of a final 2013 property tax levy prior to December 28, 2012; and

WHEREAS, the City Council has reviewed and adopted the 2013 budget and reviewed the tax levy as proposed by the City Manager; and

WHEREAS, the City held a truth-in-taxation public hearing on the levy on December 4, 2012; and

NOW, THEREFORE, BE IT RESOLVED that the amounts listed below are given final certification for collection with payable 2013 taxes:

City Wide Levies	
General Fund	$18,302,200
Capital Projects	1,990,800
Special Assessment levy against city property	30,000
Bonds of 2005	119,800
Bonds of 2008 (2008 Construction)	152,300
Bonds of 2010	187,500
Bonds of 2012	425,000
EDA Lease Revenue Bonds	986,678
Equipment Certificates of 2010	132,300
Equipment Certificates of 2012 (10 years)	100,000
TOTAL CITY WIDE LEVY	22,426,578
HRA Levy	728,796
TOTAL	$23,155,374

.

Adopted by the Coon Rapids City Council this 4th day of December, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Cathy Sorenson, City Clerk

City Council Regular **6.**

Meeting Date: 12/04/2012

Subject: Sewer Rates

From: Sharon Legg, Finance Director

INTRODUCTION

Staff recommends reconsideration of sewer rates based on the winter quarter water consumption.

DISCUSSION

At the November 20 Council meeting, Resolution 12-121 was denied 3-2, Mayor Howe and Councilmember Koch opposed. Based on concerns brought forward by Council after the resolution failed, staff is providing a couple of options for possible reconsideration. Included is the memo from the prior Council meeting to avoid repeating information presented at that time.

Additionally, included are graphs of various consumptions (sorted from low to high) of the City's current rate as compared to other cities and the proposed rates compared to other cities. Please note, staff used the 2012 rates of other cities since most will not have the 2013 rates available at this time. Generally, cities raise rates annually. You will notice along with the name of the city, in parenthesis, there is a F or V. The F means the city uses a fixed base fee and the V means the city uses a variable fee. A combination of an F and V means the city use a fixed base fee along with the variable charge, similar to what staff is currently proposing. You may recall that presently the City charges a fixed fee of $61 for single/duplex regardless of usage which is equivalent to the usage for 15,000 gallons with the proposed rates.

If Coon Rapids were to implement the new rate system, 65% of the single family accounts (9,500) would pay the same as the present rate or go down. Nearly 18% (2,600) of the single family customers use from 16,000 through 20,000 gallons, 9% (1,250) use 21,000 through 25,000 gallons, and the rest (1,200) use over 25,000 gallons of water in the winter. With the proposed rate system, 20,000 gallons would cost $74 per quarter and 25,000 gallons would cost $87.25.

Given the same rate structure, if the City were to cap sewer charges at 25,000 gallons or 87.25 per quarter, the City would lose roughly $90,000 on the single family accounts. If we were to cap usage at 30,000 or $100, there would be about $40,000 in lost revenue. In the short term, this will be manageable as a way to phase in the new structure. Alternatively, the base fee could be increased by $1.50 to absorb a $90,000 loss in usage charges.

With regard to duplexes, there are approximately 745 of them in the City. Given the recommended rate structure, 570 (77%) of them would see a rate decrease and the rest, 175 (23%) would see a rate increase. Capping them at 25,000 gallons would be $82.25, since they have a smaller base fee.

If maximum sewer bills are to be implemented, this should also be done for the townhouses, detached townhouses and quads already on a winter quarter consumption rate. This could only impact those individually metered accounts. Common metered building and commercial and industrial would still have sewer based on consumption.

In terms of those customers receiving a senior citizen discount, there would be less than 373 single family homes impacted by implementing the proposed rate system. Unfortunately, it would be very difficult to determine senior

citizens still in their homes a year or two ago when the rates were changed for the townhouses, detached townhouses and quads. At that time there were 175 of them. It should be pointed out again, that these accounts were clearly significantly subsidized by other users.

Staff needs to also let the City Council know that the Utility Billing Personnel get many, many calls about sewer bills. Presently, there is nothing to offer citizens as an option to control their costs. In terms of high users, residents are notified if there may be a leak in their home, that water is continually running, and they do not seem to solve their situations...showing up on the leak report quarter after quarter. This flow is being paid for by residents that are conscientious.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by amending the sewer rates for residential properties to be based on consumption.

RECOMMENDATION

Should Council wish to discuss this item, a motion is needed from either Mayor Howe or Councilmember Koch for reconsideration. If that occurs, below are identified options for Council consideration and/or action:

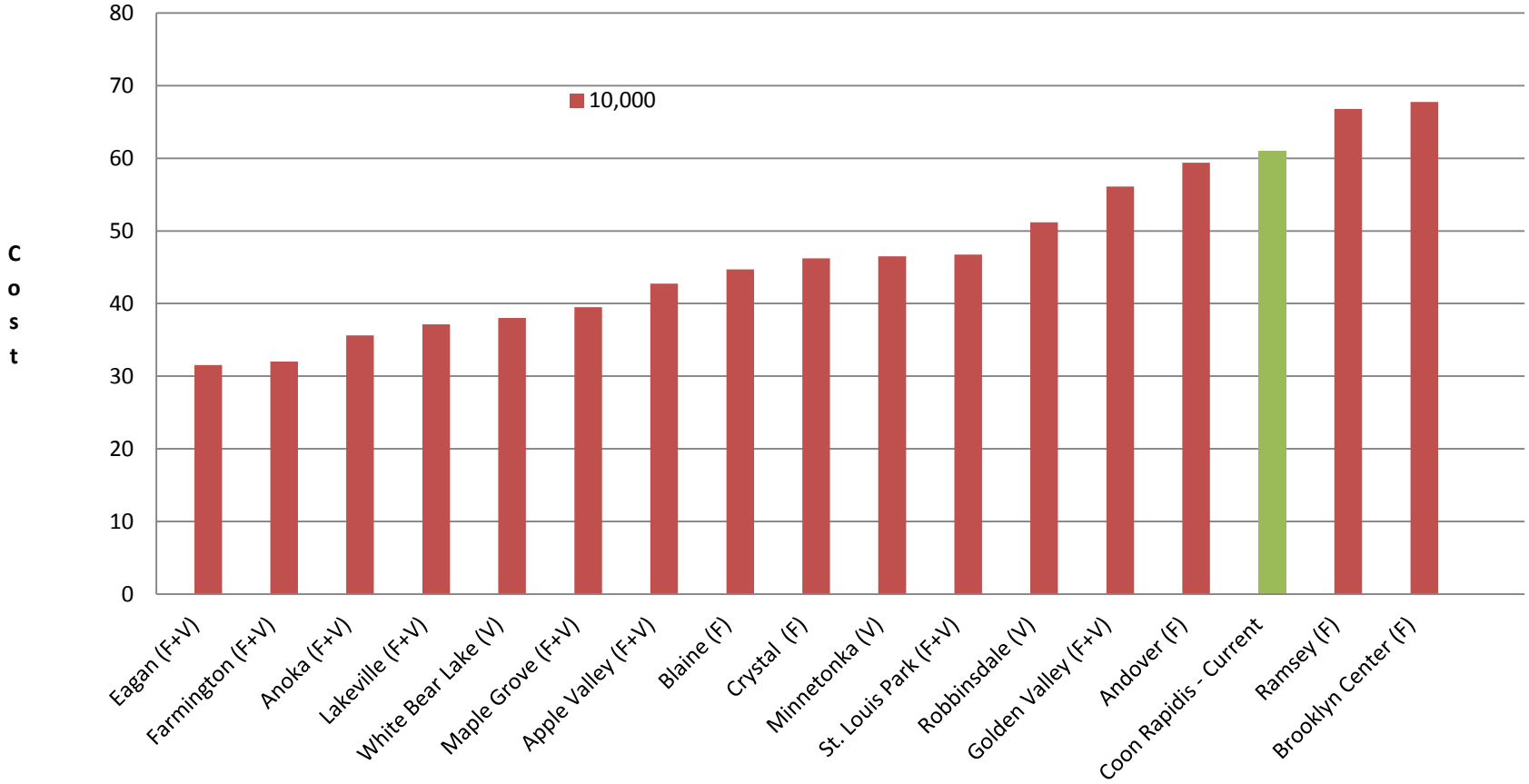
a. Do not change the single family/duplex flat rate from the present $61 but direct staff to bring back a recommendation for sewer rates for already implemented townhouses, detached townhouses and quads.
b. Adopt Resolution 12-129, Establishing Sewer Rates:

1. As attached.
2. As attached including modifications to authorize a maximum sewer quarterly charge.
3. As attached including grandfathering in existing senior citizens.

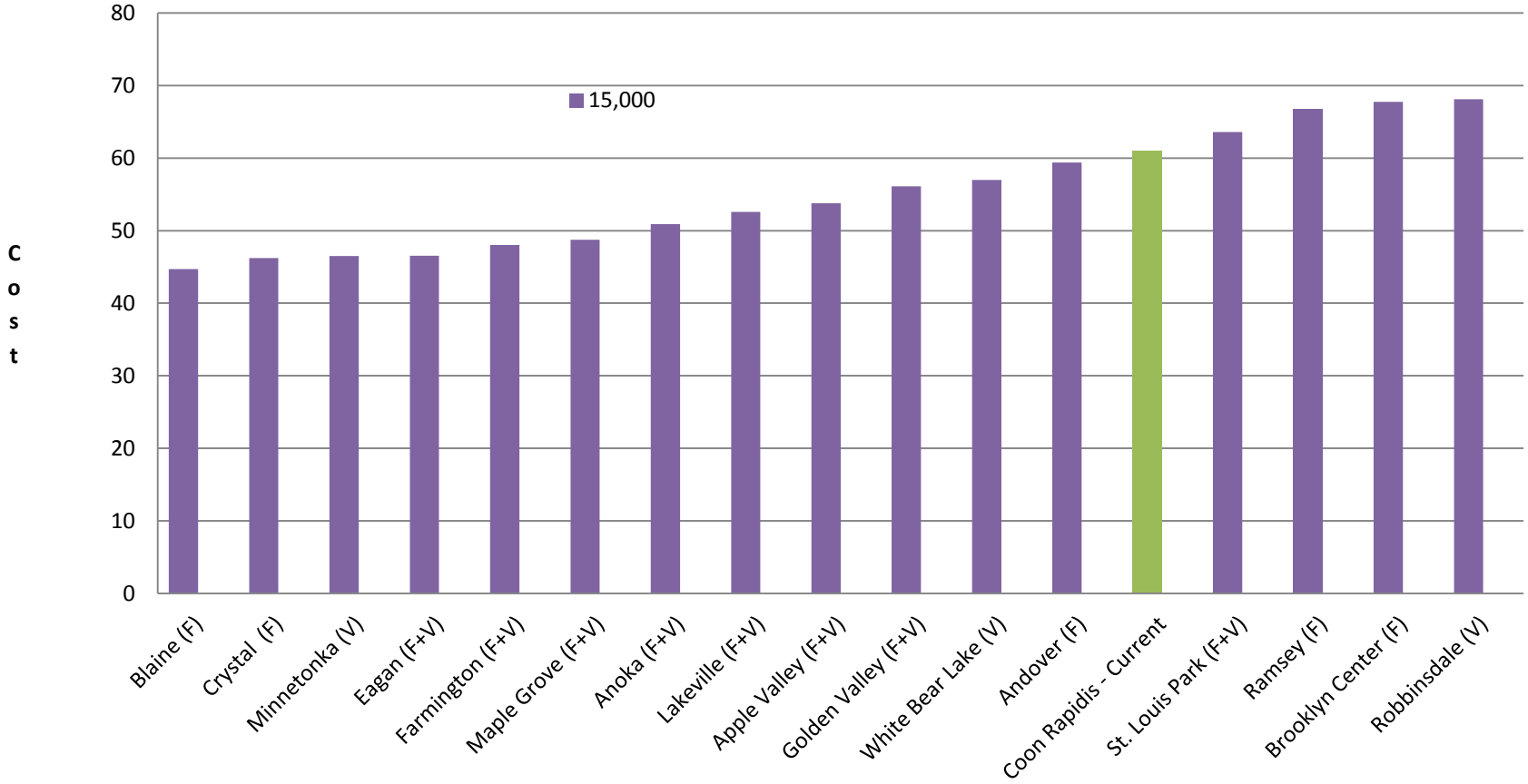
Attachments

Sewer Rates
11/20/12 Council Item
Resolution 12-129

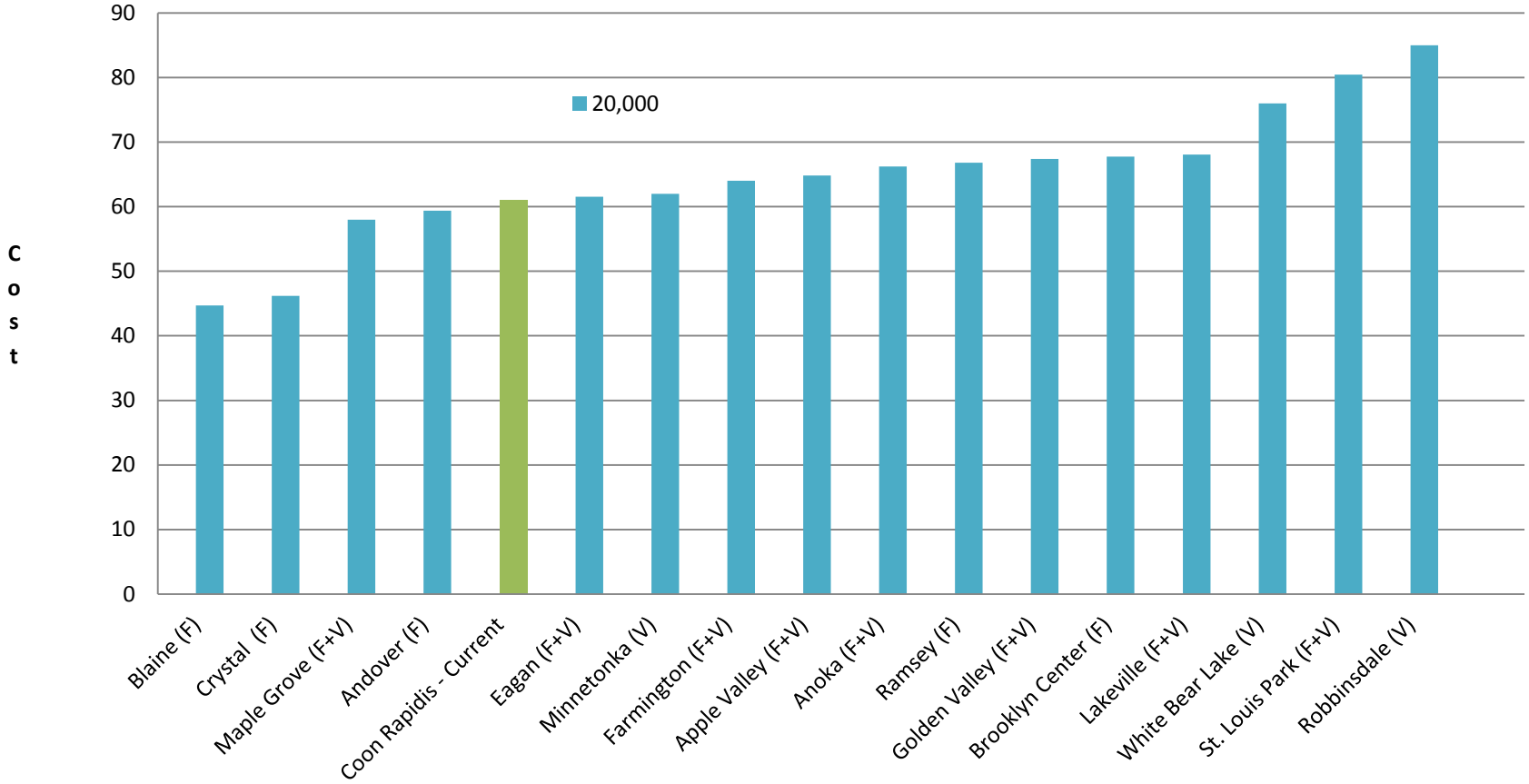
Coon Rapids current single family rate compared to other cities (2012 rates)



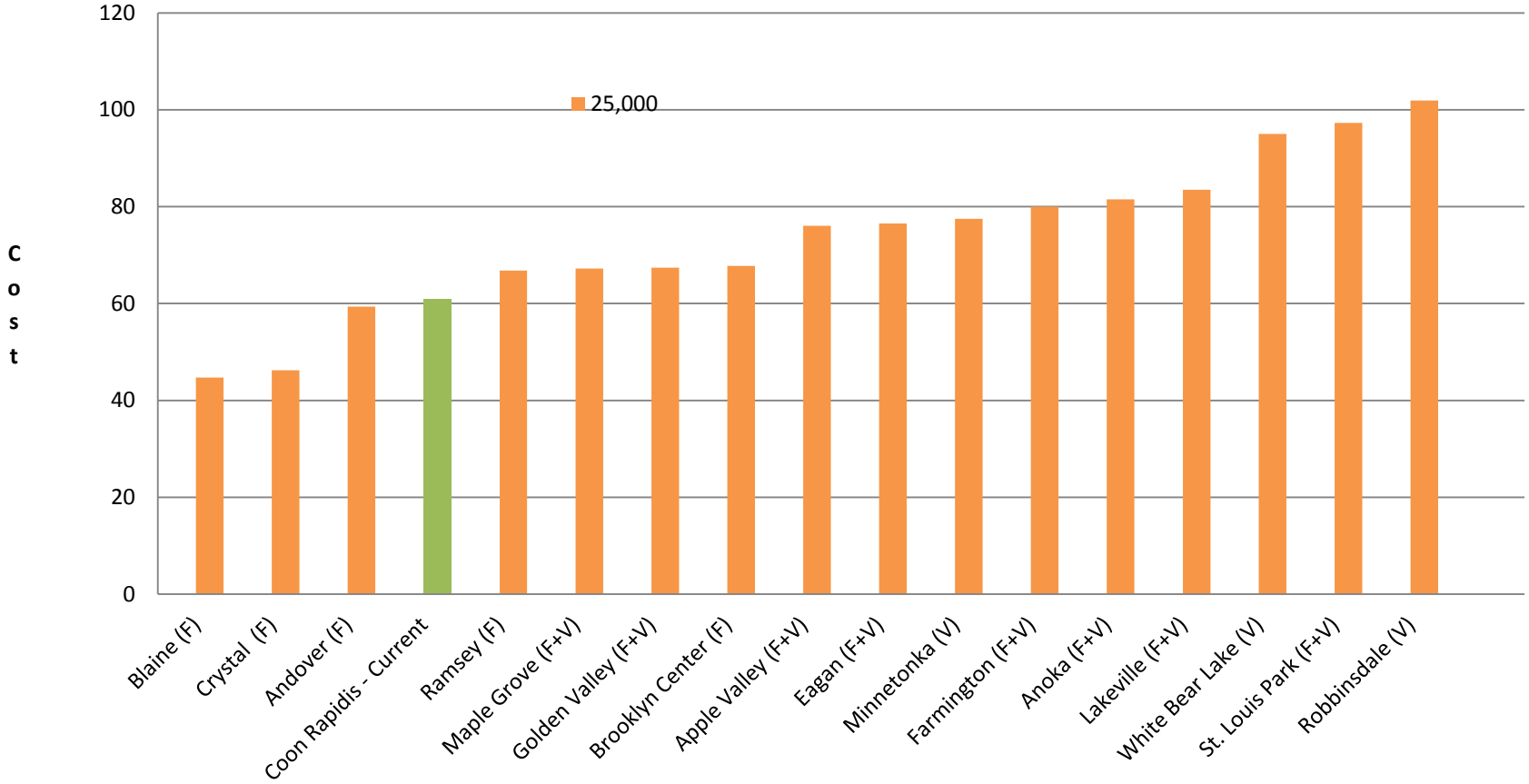
Coon Rapids current single family rate compared to other cities (2012 rates), using 15,000 gallons



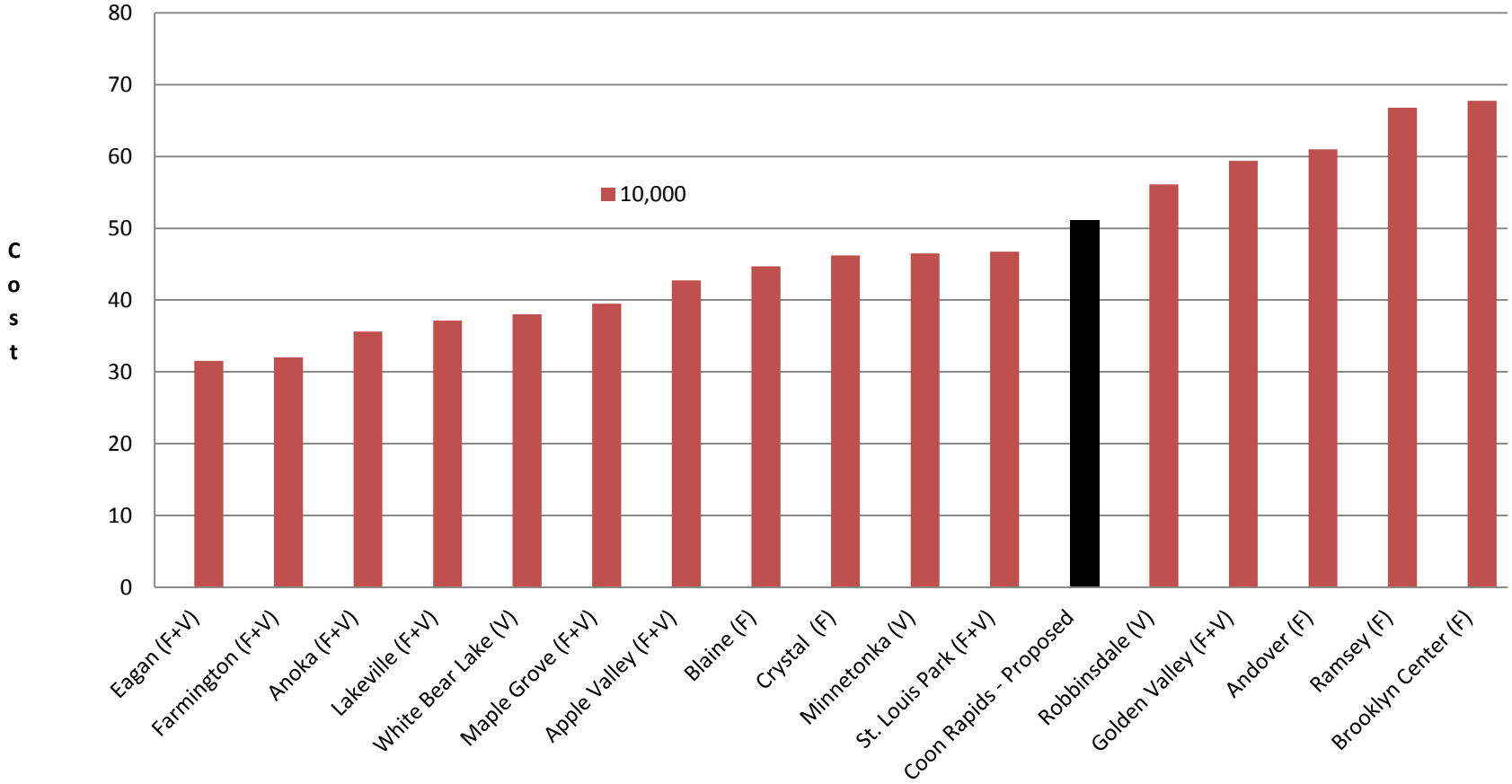
Coon Rapids current single family rate compared to other cities (2012 rates), using 20,000 gallons



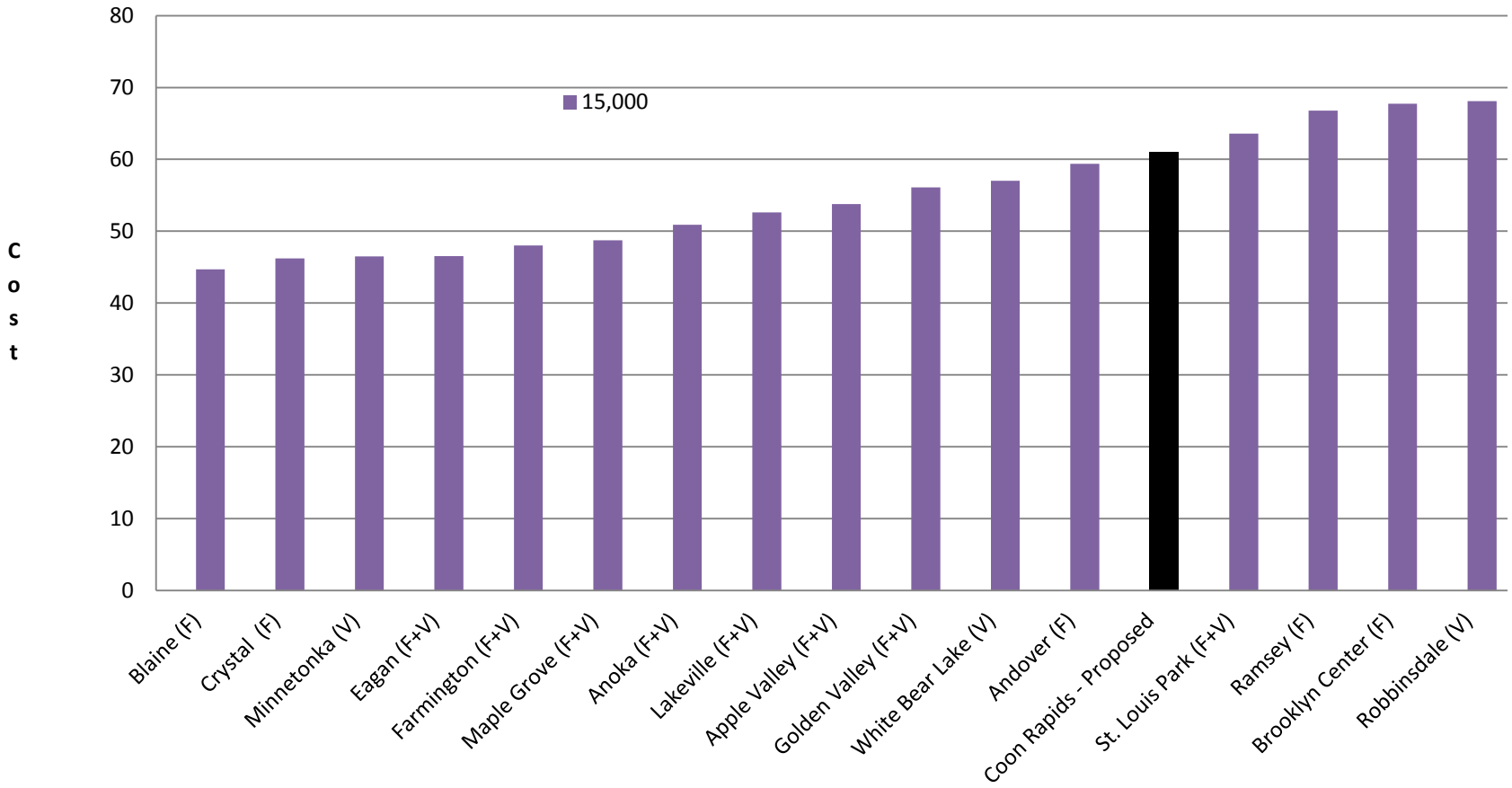
Coon Rapids current single family rate compared to other cities (2012 rates), using 25,000 gallons



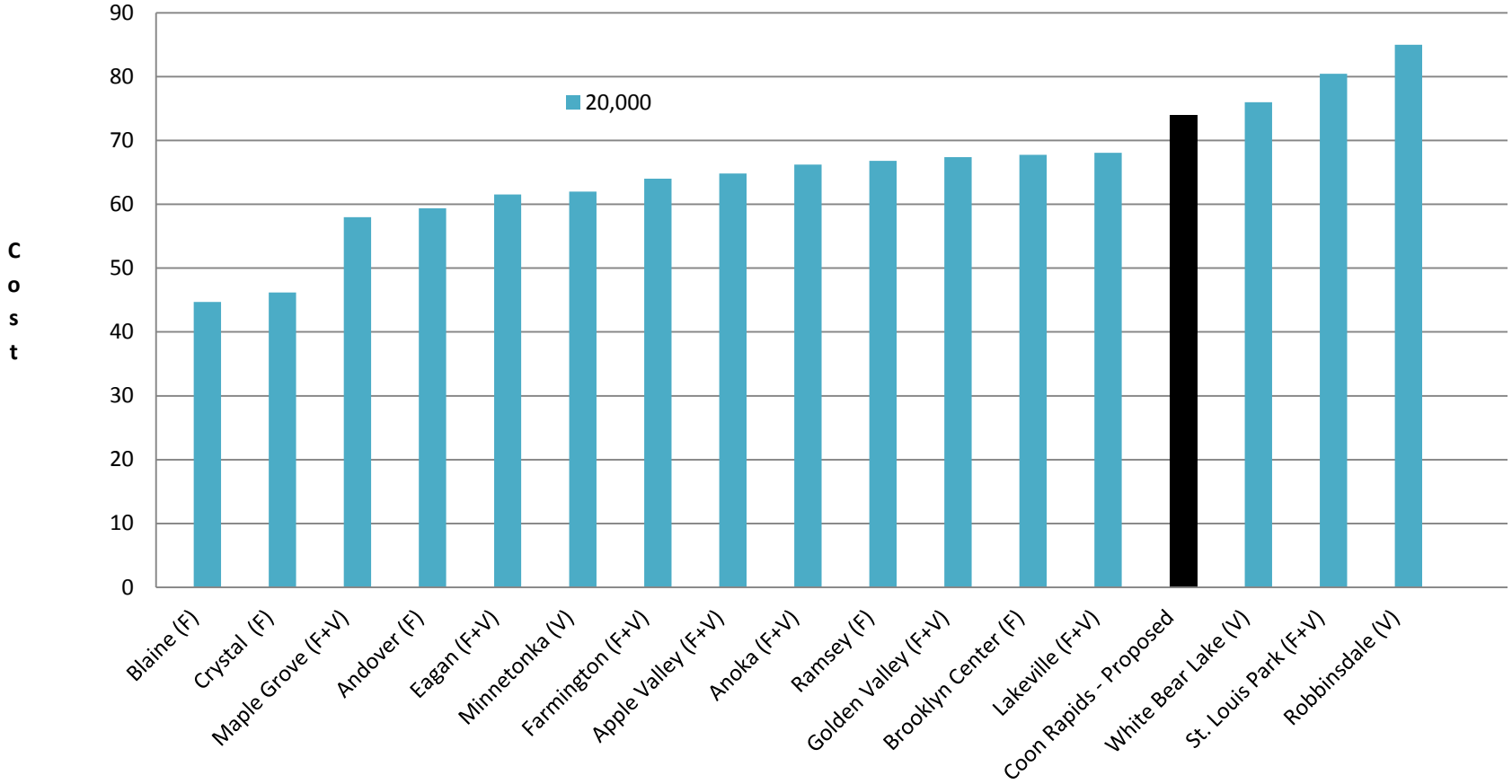
Coon Rapids proposed 2013 single family rate compared to other cities (2012 rate), using 10,000 gallons



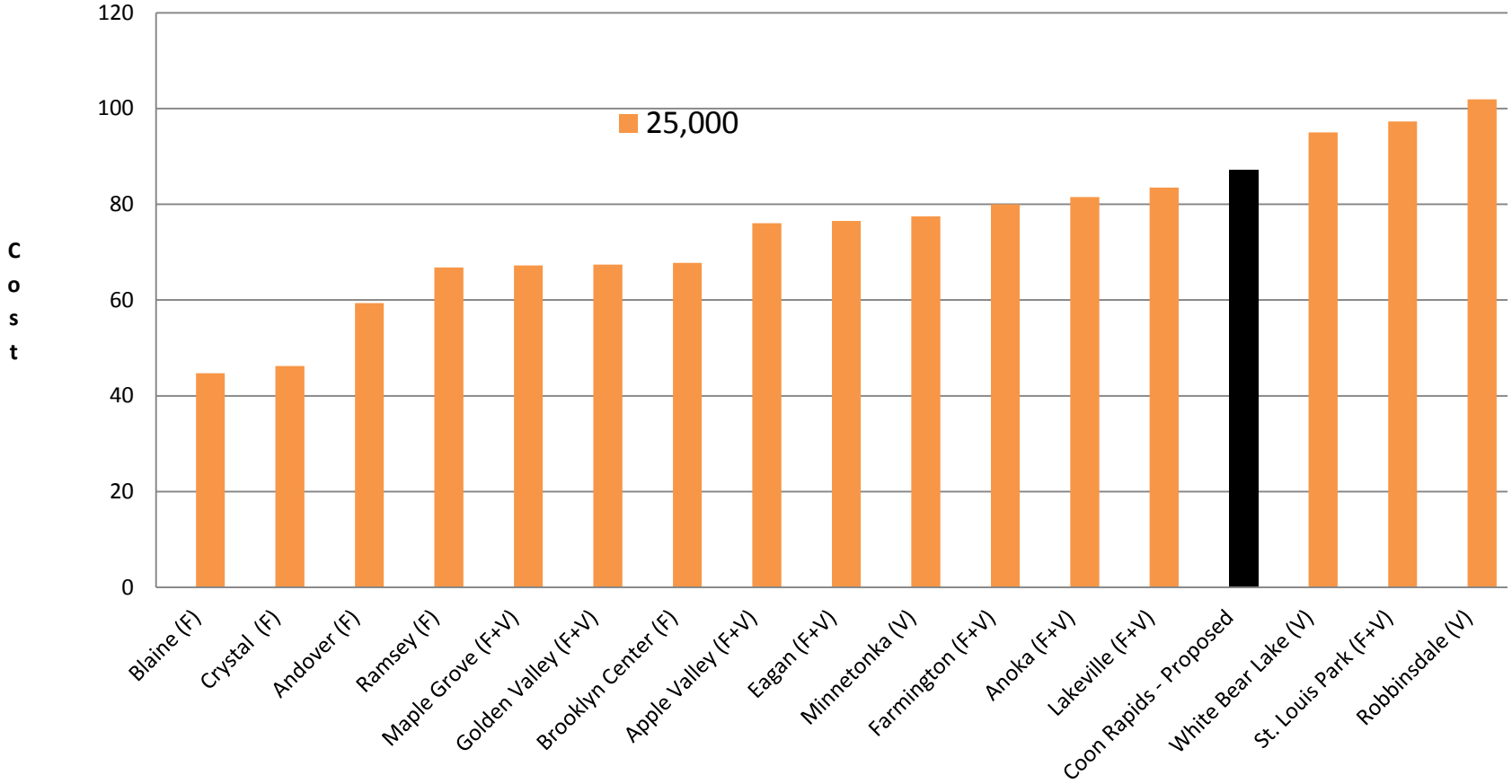
Coon Rapids proposed 2013 single family rate compared to other cities (2012 rate), using 15,000 gallons



Coon Rapids proposed 2013 single family rate compared to other cities (2012 rate), using 20,000 gallons



Coon Rapids proposed 2013 single family rate compared to other cities (2012 rate), using 25,000 gallons



City Council Regular **10.**

Meeting Date: 11/20/2012

Subject: Sewer Fee Structure

From: Sharon Legg, Finance Director

INTRODUCTION

Staff recommends that sewer rates be modified to base charges on the winter quarter water consumption.

DISCUSSION

As the City Council is aware, staff has been recommending changes to the sewer rates over the past few years to move away from billing a flat amount per customer to a rate that includes a consumption component. In 2012, the City implemented this change for townhomes, detached townhomes and quads. The only user group remaining with flat rates, are the single family and duplex residential homes, the majority of users. Sewer charges would be based on the winter quarter water use or less, if less is used. The winter quarter should be a more typical reflection of water that goes into the sewer system, when there is not yard sprinkling or car washing.

You may also recall that staff was recommending a base fee plus the consumption based fee. The base fee is still needed to cover fixed costs of the system, the lines and the lift stations. Again, this infrastructure needs to be maintained no matter how much water goes through the system. The amount paid to the Metropolitan Council is based on the prior year's flow into the system, which is about 63 percent of the operating expenses.

The City Council adopted a resolution stating that the winter quarter will consist of the following:

District 1 - mid November through mid February billed March 1
District 2 -mid December through mid March billed April 1
District 3 - mid October through mid January billed February 1

To enable modifications to the utility billing system in advance of the February 1 billing date, staff is recommending the adoption of rates based on winter quarter water consumption to take effect with the February 1 billing.

Attached is a Statement of Revenues, Expenses and Changes in Retained Earning with third quarter 2012 results as well as a 2012 projection and the proposed budget for 2013. The rate structure proposed targets the same amount of revenue that was earned in 2012. However, for some users, it will be an increase and others a decrease.

Presently, the single family and duplex rate is $61.00 per quarter. Senior citizens receive a discounted rate of either $42.35 or 32.50, depending on when they first enrolled. There are approximately 15,400 single family/duplex accounts. Staff is recommending that the base rate be established at 21.00 for single family homes and $16.00 for duplexes. The cost per 1,000 gallons of water used in the winter quarter would be established at the same rate that was adopted earlier this year for all other residential properties, $2.65 per 1,000 gallons. A minimum fee for single family and duplex properties would be $41. and $36. respectively. This equates to the base fee as well as 7,500 of usage. If a single family home uses the average winter quarter amount of water, 15,000 gallons, their sewer bill would remain the same. Those using less than 15,000 would see a decrease and obviously, those with more would pay more. The senior citizens with the low rate may see the biggest increase, which could be about about $8.50 per quarter. These accounts have been subsidized in the past, but would pay based on usage going forward.

If the recommended rate structure is adopted, approximately 9,208 (63%) of the single family homes will see a rate reduction. Senior citizens presently receiving the $32.50 senior citizen rate (373 homes) will see an increase of $8.50 (The minimum of $41 less the 32.50). The remaining 5,160 single family homes will see an increase, unless they use less water than the past winter's usage. About 590 (79%) of the 745 buildings classified as a duplex or twin home, would see a reduction.

Additionally, staff is recommending that the base rate of $10 for industrial and institutional properties be increased by $10. Again, these type of properties require a greater amount of infrastructure to serve the property.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Excellence in Government** section of the 2030 Strategic Vision in the following way: by amending the sewer rates for residential properties to be based on consumption.

RECOMMENDATION

Staff recommends adoption of Resolution 12-121 Establishing Sewer Rates effective February 1, 2013.

Attachments

Sewer Financial Statement

Resolution 12-121

CITY OF COON RAPIDS, MINNESOTA

SEWER FUND
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN RETAINED EARNINGS
PERIOD ENDED SEPTEMBER 30, 2012 amd [RPKECTOPMS FPR 2012 AND 2013
(WITH COMPARATIVE TOTALS FOR PERIOD ENDED SEPTEMBER 30, 2011)

	Audited 2011	09/30/11	09/30/12	Projected 2012	Budget 2013
Operating Revenues:					
Sewer charges	$ 6,040,275	$ 4,469,089	$ 4,560,914	6,163,000	6,221,200
Miscellaneous	13,382	12,276	278	1,000	1,000
Total Operating Revenues	6,053,657	4,481,365	4,561,192	6,164,000	6,222,200
Operating Expenses:					
Personal services	523,124	393,785	413,609	550,000	629,896
Other charges and services	535,746	395,041	409,125	555,000	688,215
Supplies	45,694	25,560	25,624	45,800	50,589
Disposal charges	3,956,824	2,967,618	2,719,823	3,626,430	3,857,331
Depreciation	775,237	613,908	615,524	820,700	869,554
Total Operating Expenses	5,836,625	4,395,912	4,183,705	5,597,930	6,095,585
Operating Income	217,032	85,453	377,487	566,070	126,615
Nonoperating Revenues:					
Investment income	249,562	114,497	97,823	110,865	85,009
Income before contributions and transf	466,594	199,950	475,310	676,935	211,624
Capital contributions	167,392			50,000	50,000
Transfers in	82,276				82,276
Change in net assets	716,262	199,950	475,310	726,935	343,900
Net Assets at Beginning of Year	36,649,170	36,649,170	37,365,432	37,365,432	38,092,367
Net Assets at End of Year	$ 37,365,432	$ 36,849,120	$ 37,840,742	38,092,367	38,436,267

RESOLUTION NO. 12-121

RESOLUTION ESTABLISHING SEWER RATES

WHEREAS, the City Code 13-604 allows sewer rates to be set by resolution; and

WHEREAS, the sewer rates are intended to cover the cost of operating the sewer system; and

WHEREAS, sewer rates have been modified over the last few years to incorporate a consumption component; and

WHEREAS, a modification in the rate for single family and duplexes to include winter quarter consumption should be included; and.

WHEREAS, an increase in the base fee for commercial, restaurants, industrial and institutional of $10.00 per quarter be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the following Fee per quarter be adopted.

Flat fee

(a) Apartments/unit with sewer only--$41.50

Base fee plus winter quarter or less consumption at $2.65/1000

(b) Single-family properties--$21.00 Minimum $41.00

(c) Duplex properties--$16.00 Minimum 36.00

(d) Townhomes/condos individually metered, mobile homes--$10.50 Minimum 30.37

Base fee plus consumption

(e) Apartments with one common meter--$2.65 per 1,000 gallons water + $7.00 per unit

(f) Commercial, industrial and institutional per 1,000 gallons $ 3.05/1,000 + $45.00

(g) Industrial and institutional per 1,000 gallons $ 3.05/1,000 + $55.00

(f) Restaurants per 1,000 gallons $3.05/1,000 + $ 70.00

BE IT FURTHER RESOLVED, that these rates will become effective starting with the Billing sent out February 1, 2013.

Adopted by the Coon Rapids City Council this 20th day of November, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Catherine M. Sorensen, City Clerk

Finance/resolutions/Establish Sewer Rates.doc

RESOLUTION NO. 12-129

RESOLUTION ESTABLISHING SEWER RATES

WHEREAS, the City Code 13-604 allows sewer rates to be set by resolution; and

WHEREAS, the sewer rates are intended to cover the cost of operating the sewer system; and

WHEREAS, sewer rates have been modified over the last few years to incorporate a consumption component; and

WHEREAS, a modification in the rate for single family and duplexes to include winter quarter consumption should be included; and

WHEREAS, an increase in the base fee for commercial, restaurants, industrial and institutional of $10.00 per quarter be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Coon Rapids City Council that the following charges per quarter be adopted:

Flat fee

(a) Apartments/unit with sewer only--$41.50
(b) Unmetered residential accounts--$61.00

Base fee plus winter quarter or less consumption at $2.65/1,000 gallons

(c) Single-family properties--$21.00 base fee Minimum $41.00
(d) Duplex properties--$16.00 base fee Minimum 36.00
(e) Townhomes/condos individually metered, mobile homes--$10.50 base fee Minimum 30.37

Base fee plus consumption

(f) Apartments with one common meter--$2.65 per 1,000 gallons water + $7.00 per unit base fee
(g) Commercial, industrial and institutional per 1,000 gallons $ 3.05/1,000 + $45.00 base fee
(h) Industrial and institutional per 1,000 gallons $ 3.05/1,000 + $55.00 base fee
(i) Restaurants per 1,000 gallons $3.05/1,000 + $ 70.00 base fee

BE IT FURTHER RESOLVED, that these rates will become effective starting with the Billing sent out February 1, 2013.

Adopted by the Coon Rapids City Council this 4th day of December, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Catherine M. Sorensen, City Clerk

City Council Regular **7.**

Meeting Date: 12/04/2012

Subject: PC 12-27 Tim Tronson Introduction of Ordinance rezoning property at 1354 121st Avenue from Low Density Residential 2 to Moderate Density Residential

From: Scott Harlicker, Planner

INTRODUCTION

The applicant is requesting the introduction of an ordinance rezoning certain property from Low Density Residential 2 to Moderate Density Residential. The applicant has also submitted a request for a corresponding change to the Comprehensive Land Use Plan from Low Density Residential to Moderate Density Residential. Providing the Council introduces the zoning request, both the Land Use Plan amendment and rezoning are scheduled for the Council's December 18th meeting.

DISCUSSION

Background

The applicant is requesting a zone change from Low Density Residential 2 (LDR2) to Moderate Density Residential (MDR). The property is five acres in size and contains a single family home and several outbuildings. It is estimated that approximately 1.5 acres is within the 100 year flood plain according to FEMA flood maps.The area within the flood plain is the southeastern portion of the lot, adjacent to the ditch. Areas within a floodplain are difficult to development because any floodplain filled has to be replaced within the same drainage basin. A more accurate delineation of the floodplain will be required with future development plans

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 can not be made under the current zoning classification.

Mistake in the Original Zoning

The property has been zoned single family residential since 1976. There has been no change in the zoning since that time. Staff does not believe that there is evidence to support the case that there was a mistake in the original zoning.

Reasonable Use of the Property

The surrounding properties have been developed with a mix of moderate density townhomes and single family residences. This remaining parcel is a triangular shape that does not lend itself to being developed efficiently into single family lots. The flexibility of design available with a townhouse development would allow full development of the site that also allows for a buffer with the adjacent single family homes. 121st Avenue is designated a collector street and could accommodate the traffic generated by a townhome development on this site.

The Council should also give consideration to the evaluation criteria found in Section 11- 307 when making their

decision on rezoning requests.

Section 11-307 Criteria	Comments
Effect of public health, safety, order, convenience, and general welfare in the area.	**OK** - The proposed zoning will not adversely impact the area. The property is adjacent to townhouse developments and single family homes.
Effect on present and potential surrounding land uses.	**OK** – The proposed zoning will not adversely impact the surrounding residential land uses. Future moderate density residential development would serve as an extension of the adjacent townhouse developments.
Conformance with the Comprehensive Land Use Plan.	**OK** – Assuming the proposed land use amendment is approved, the proposed zone change will be consistent with the City's Comprehensive Land Use Plan. The proposed land use designation is Moderate Density Residential.
Conformance with any applicable development district.	**OK** – There is no applicable district plan in this area.

Planning Commission Meeting

At the Planning Commission meeting held on November 15th, six residents spoke at the public hearing. The residents' concerns included the following:

- potential impact on their property values
- the City does not anymore townhouses
- removal of the trees would increase the noise they experience
- make sure that any grading would not impact their property
- potential impacts on wildlife
- loss of open space

Staff also answered questions regarding the site plan review process, who was requesting the zone change, was the City involved with the sale of the property and the environmental review process.

The Commission believed that the rezoning to Moderate Density Residential is reasonable and would be compatible with the adjacent single family homes. The Commission voted 7:0 to recommend approval of the rezoning.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Housing/Neighborhoods,** section of the 2030 Strategic Vision in the following way: The proposed rezoning will create an opportunity for additional housing options.

RECOMMENDATION

In Planning Case 12-27, the City Council **introduce** the attached ordinance **approving** the proposed rezoning based on 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.

Attachments

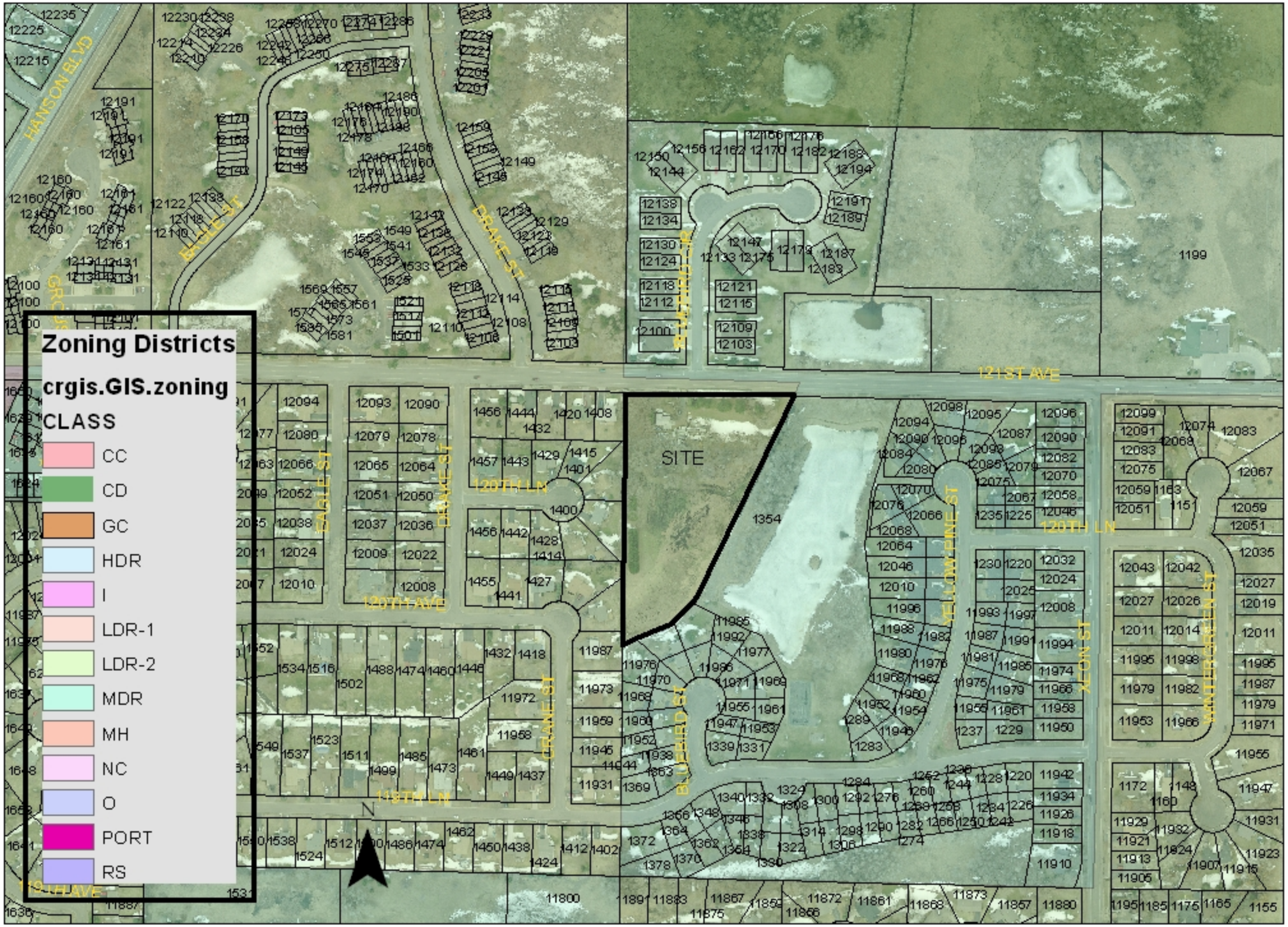
Location Map
Land Use Map
Zoning Map
Applicant's Narrative
Floodplain
November 15 Draft PC Minutes
ordinance

LOCATION MAP

Land Use Map

EAGLE
DRAKE
BLUEBIRD
121ST
SITE
DRAKE
120TH
YELLOW PINE
120TH
WINTERGREEN
CRANE
119TH
XEON
119TH
N
Land Use
land use
Residential
Low Density (2-4 dwelling units/acre)
Moderate Density (4-7 du/a)
High Density (7-30 du/a)
Residential Mixed Use (7-30 du/a)
Mobile Home (5-10 du/a)
Commercial
Community
Neighborhood
Commercial Mixed use
General
Regional Shopping
Other
Park, Recreation, and Preserve
Office
Industrial
Institutional
ROW
Rail
Water
Utility

Zoning Map



Zoning Districts
crgis.GIS.zoning
CLASS
CC
CD
GC
HDR
I
LDR-1
LDR-2
MDR
MH
NC
O
PORT
RS
SITE
HANSON BLVD
121ST AVE
120TH LN
120TH AVE
118TH LN
119TH AVE
BLUEBIRD ST
DRAKE ST
EARLE ST
YELLOWPINE ST
XLON ST
WINTERSPEN ST
N

Date: November 7, 2012

To: City of Coon Rapids
Department of Community Development

From: Mr. Timothy Tronson
15416 Nightingale St. NW
Andover, MN 55304

Re: Zoning change and Comprehensive Land use Plan amendment for the (5) acre parcel with the present land use of a single family residence / farm, located at 1354 121st Ave. NW Coon rapids, MN 55448

Subject: Narrative describing how this request for land use change, from Low Density Residential Zone 2 (LCDR-2) to Medium Density (MD) and the subsequent land use plan amendment, meet the finding that the times and conditions have changed to such an extent that the existing land use is no longer reasonably consistent with the Comprehensive Land Use Pan nor future land use objectives.

Narrative: This proposed zoning change request is consistent with the goals, objectives and policies of the existing Comprehensive Land Use Plan and the Future Land Use in the following manner:

A. By continuing the subdivision of larger parcels of land (5 acres in this case) into more typical suburban sized lots, this action will result in higher density housing which is a stated objective of the comprehensive plan.
B. Encouragement of higher density development along major collector streets such as 121st Ave. NW, which are presently planned to accommodate the increased utility demands and have the mass transit infrastructure already in place to serve this increased demand is a stated objective of the comprehensive plan.
C. Also as stated in the cities comprehensive plan, "Existing residential housing densities do not necessarily correspond to access to transportation facilities or the character of the surrounding neighborhood. The future mix of housing types must be determined to ensure proper balance…and access to transportation facilities and preserve the integrity of the existing neighborhood".

The current land designation, zoning classification and existing land use of the properties within 350 feet are as follows:

1. To the North, West and South of the property are located parcels that are zoned Medium density (MD).

These locations are currently made up of Townhomes to the north and Quadraplexs to the East and the South.

2. To the West of the property is zoned low density residential (LCDR) and is presently made up of detached single family houses on plots of approx. ¼ acre in size.

The proposed land use change to medium density is consistent with the surrounding area in that the existing parcel is surrounded on three sides by medium density zoning and could be viewed as somewhat of an island of low density single family residential housing in the middle of more densely developed townhomes on adjacent properties.

With that, the applicant Mr. Tim Tronson respectfully requests that the planning commission consider this request for a change in zoning classification in a favorable light and grant the request.

Thank you,
Mr. Carey Lyons
Architect, LEED AP

Map Showing 100 Year Floodplain

COON RAPIDS PLANNING COMMISSION MEETING OF NOVEMBER 15, 2012

CALL TO ORDER

The regular agenda meeting of the Coon Rapids Planning Commission was called to order by Chair Geisler at 6:30 p.m.

Members Present: Chair Jenny Geisler, Commissioners Cedric Lattimore, Jonathan Lipinski, Donna Naeve, Wayne Schwartz, Zachary Stephenson and Julia Stevens.

Members Absent: None.

Staff Present: Community Development Director Marc Nevinski; Planner Scott Harlicker.

PLEDGE OF ALLEGIANCE

Chair Geisler led the Commission in the Pledge of Allegiance.

ADOPTION OF THE AGENDA

MOTION BY COMMISSIONER SCHWARTZ, SECONDED BY COMMISSIONER STEVENS, TO ADOPT THE AGENDA AS PRESENTED. THE MOTION PASSED UNANIMOUSLY.

APPROVAL OF THE OCTOBER 18, 2012 REGULAR MINUTES

MOTION BY COMMISSIONER STEVENS, SECONDED BY COMMISSIONER SCHWARTZ, TO APPROVE THE PLANNING COMMISSION MINUTES OF THE REGULAR MEETING OF OCTOBER 18, 2012, AS SUBMITTED. THE MOTION PASSED UNANIMOUSLY.

NEW BUSINESS

1. PLANNING CASE 12-26 – COMPREHENSIVE LAND USE PLAN AMENDMENT – TOM TRONSON – 1354 121ST AVENUE – PUBLIC HEARING

It was noted the applicant is requesting to change the Comprehensive Land Use Plan land use designation from Low Density Residential to Moderate Density Residential. The subject property is located on 121st Avenue and is five acres in size. Staff recommended approval of the Comprehensive Land Use Plan Amendment.

Commissioner Stevens questioned how much of the lot was within the flood plain. Planner Harlicker commented the flood plain drawing was an estimate that covered approximately one and one-half acres. He explained when the site is developed the flood plain will have to be better delineated.

Draft

Commissioner Naeve asked if the flood plain could be filled. Planner Harlicker stated this would be difficult as any filling of a floodplain would have to be replaced within the same watershed.

Chair Geisler opened the public hearing for both Planning Cases 12-26 and 12-27 at 6:40 p.m.

AJ Doetkott, 11986 Bluebird Street, questioned if this development was being changed to townhomes and if the City benefited from this rezoning. Community Development Director Nevinski stated there was some tax revenue generated from the difference and fees for building permits.

Chair Geisler indicated the Planning Commission does not review cases based on the financial benefits to the City, but rather reviews cases based on City Code.

Commissioner Naeve added that the Planning Commission considers the spectrum of housing options available to its citizens to meet the needs of the community.

Ms. Doetkott commented there were 52 townhomes for sale in the City at this time. She reviewed a number of other statistics regarding townhomes noting in her opinion, the City did not need additional moderate density units. Ms. Doetkott recommended the Planning Commission deny the request as the land was an asset to the community. She commented if this property were to develop a large number of trees would be lost opening up a great deal of noise from 121st Avenue to the surrounding properties.

Chair Geisler stated this was not public land owned by the City and the owners of the land had the right to develop the property.

Melinda Bisek, 1413 120th Avenue, noted she was a 31 year resident of Coon Rapids. She expressed concern with the development of this land and how the grading would affect her property. She wanted to voice her concern at this time to protect her property.

Chair Geisler commented there were no plans before the City to develop the property. She explained that when plans were brought to the City a site plan review would be completed to assure the land was properly graded.

Commissioner Stephenson encouraged Ms. Bisek to speak with Staff further about the grading concerns with her rear property line.

Ms. Bisek did not agree that moderate density residential housing was suitable for this property. She recommended the Commission deny the rezoning request.

Adam Good, 12001 Crane Street, explained he was drawn to this neighborhood due to the woods, wildlife and open space. He commented that the development of this land would deter the wildlife. He indicated the development of this space would negatively affect his property value. He recommended the Planning Commission deny the rezoning.

Draft

Lisa Jobes, 1408 121st Avenue NW, questioned if the City was involved in the sale of this land. Chair Geisler commented the City was not involved in the sale of the property, only how the property was zoned and developed.

Ms. Jobes asked how the site could be developed at this time. Chair Geisler explained the site was zoned low density residential and could have two to four units per acre. The site could hold 10 to 20 single family homes.

Don Daniel, 12133 Bluebird Circle, questioned who was requesting the rezoning. Chair Geisler commented the request came from the property owner.

Ms. Doetkott mentioned she had been in her home for 12 years and opposed the site being clear cut and developed into townhomes. She noted a portion of this parcel was sold in 2010 with the intent of remaining a single family home. She inquired if any environmental studies would be completed for this property prior to development. She questioned if Coon Rapids was interested in owning or preserving this parcel.

Community Development Director Nevinski commented environmental studies were typically completed for much larger projects. He indicated grading and drainage would be completed prior to this site being developed. Planner Harlicker reviewed the State standards that triggered an environmental assessment worksheet. He stated that this size project would not require an environmental study.

Jerry Polacek, 12187 Bluebird Circle, indicated he and his neighbors were proud of this neighborhood. He was a 42 year resident of Coon Rapids. He understood this property could someday be developed and he requested the Commission consider how this would affect the quality of life to the neighbors of this parcel.

Chair Geisler closed the public hearing at 7:20 p.m.

Commissioner Stevens commented there was a mix of single family homes and townhomes in this neighborhood. She explained this property did have a portion of land within the flood plain, which would affect the density. She stated the developer did have a right to develop the property and she supported the request before the Commission this evening.

Commissioner Naeve stated in the process of developing the Comprehensive Plan for the City the Commission considered development criteria. She did not anticipate the City purchasing this site for additional park land. It was her opinion that this parcel fit both low density residential and moderate density residential as the criteria were very similar. Commissioner Naeve supported the request as presented.

Commissioner Lattimore understood the concerns of the homeowners expressed this evening. However, the Commission had the task of reviewing land use in the City and stated he would support the rezoning.

Draft

Commissioner Stephenson also thanked the residents for sharing their opinions with the Commission this evening. He agreed the property could be zoned either low density or moderate density residential. It was his opinion that it would be reasonable to rezone the property.

Commissioner Schwartz reiterated that the current zoning for the property would allow for 10 to 20 single family homes. With the rezoning, 20 to 35 townhomes would be allowed on this site. He understood that the development of this site would affect the wildlife in the area, but with either zoning classification, the developer had a right to develop the site. He stated he would support the rezoning this evening.

Commissioner Naeve encouraged the neighbors to take part in the site plan review process if and when this property develops.

MOTION BY COMMISSIONER STEVENS, SECONDED BY COMMISSIONER SCHWARTZ, TO DENY PLANNING CASE 12-26, THE PROPOSED AMENDMENT TO THE COMPREHENSIVE LAND USE PLAN BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED LAND USE AMENDMENT IS CONSISTENT WITH THE ADJACENT TOWNHOMES.
2. THE PROPOSED AMENDMENT WOULD BE COMPATIBLE WITH THE SINGLE FAMILY HOMES TO THE WEST.
3. THE PARCEL FRONTS ON A COLLECTOR STREET THAT IS DESIGNED TO ACCOMMODATE ANY ADDITIONAL TRAFFIC GENERATED BY THE TOWNHOME DEVELOPMENT ON THIS SITE.

THE MOTION PASSED UNANIMOUSLY.

This is a recommendation to the City Council that will be considered at the December 18, 2012 City Council meeting.

2. PLANNING CASE 12-27 – REZONING – TIM TRONSON – 1354 121ST AVENUE – LOW DENSITY RESIDENTIAL 2 TO MODERATE DENSITY RESIDENTIAL – PUBLIC HEARING

It was noted the applicant is requesting a zone change for property located at 1354 121st Avenue from Low Density Residential (LDR2) to Moderate Density Residential (MDR).

MOTION BY COMMISSIONER STEVENS, SECONDED BY COMMISSIONER LATTIMORE, TO APPROVE PLANNING CASE 12-27, THE PROPOSED REZONING BASED ON THE FOLLOWING FINDINGS:

1. THE PROPOSED ZONE CHANGE WOULD BE CONSISTENT WITH THE COMPREHENSIVE LAND USE PLAN.

Draft

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 CHANGED AND THE CHARACTER OF THE NEIGHBORHOOD HAS CHANGED SO THAT A REASONABLE USE OF THE PROPERTY CANNOT BE MADE UNDER THE CURRENT ZONING.

THE MOTION PASSED UNANIMOUSLY.

This is a recommendation to the City Council the ordinance will be introduced at the December 4, 2012 City Council meeting.

OTHER BUSINESS

None.

ADJOURN

MOTION BY COMMISSIONER SCHWARTZ, SECONDED BY COMMISSIONER STEVENS, TO ADJOURN THE MEETING AT 7:37 P.M. THE MOTION PASSED UNANIMOUSLY.

Recorded and Transcribed by,
Heidi Guenther
Planning Commission Recording Secretary

Draft

ORDINANCE NO.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF COON RAPIDS SO AS TO PROVIDE CHANGES IN THE ZONING CLASSIFICATION (PC 12-27)

The City of Coon Rapids does ordain:

Section 1. The official zoning map of the City of Coon Rapids is hereby amended to change the classification of the following described property from Low Density Residential to Moderate Density Residential:

> That part of the Northeast Quarter of the Southwest Quarter of Section 11, Township 31, Range 24, Anoka County, Minnesota, described as follows: Commencing at the Northwest corner of said Northeast Quarter of the Southwest Quarter, thence South 0 degrees 42 minutes 57 seconds East along the West line of said Northeast Quarter of the Southwest Quarter a distance of 725.51 feet to its intersection with the center line of a private ditch, thence North 67 degrees 41 minutes 16 seconds East along said centerline a distance of 128.86 feet, thence North 46 degrees 39 minutes 35 seconds East along said centerline a distance of 95.09 feet, thence North 24 degrees 48 minutes 25 seconds East along said centerline a distance of 673.41 feet to its intersection with the North line of said Northeast Quarter of the Southwest Quarter, thence due West along said North line a distance of 479.96 feet to the point of commencement.

Introduced the 4th day of December, 2012.

Adopted on the ____ day of _____, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Catherine M. Sorensen, City Clerk

City Council Regular **8.**

Meeting Date: 12/04/2012

Subject: Purchase of Surveillance Camera from DWI Forfeiture Funds

From: Brad Wise, Police Chief

INTRODUCTION

Staff is recommending funds from the DWI Forfeiture Account be used to purchase a portable, pole-mounted surveillance system.

DISCUSSION

Staff is working to better secure vehicles stored in the vehicle forfeiture lot through the use of an enhanced remote surveillance. At this time there are 65 vehicles, 3 motorcycles, 5 trailers, and multiple other evidence items stored in the lot. The proposed expenditure is for a high grade camera system that is both portable and can withstand harsh weather. This system comes highly recommended from other law enforcement agencies that were contacted as references.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Public Safety** section of the 2030 Strategic Vision by enhancing security for forfeited vehicles stored at the Public Works garage and allowing for that remote surveillance to be placed elsewhere in the community as the need arises.

RECOMMENDATION

Authorize the use of DWI Forfeiture Funds to be used for the purchase of a pole mounted camera system at a total cost, including all taxes and freight, of no more than $7,000 and adopt resolution 12-128 to increase the capital outlay budget in the DUI Forfeitures activity of the Law Enforcement Programs Fund in the amount of $7,000.

Fiscal Impact

BUDGET IMPACT:

This is a proposed expenditure of funds from the Coon Rapids DWI Forfeiture Account (74600), and therefore there is no impact on the General Fund Budget. The DWI Forfeiture Account is funded through the sale of vehicles forfeited by repeat drunk drivers. This proposed expenditure is made in compliance with MSS 169A.63, which outlines DWI forfeiture procedures in Minnesota.

Attachments

Forfeit Lot Security Camera

Res 12-128

11155 Robinson Drive
Coon Rapids MN 55433
Tel 763-755-2880
Fax 763-767-6491
www.coonrapidsmn.gov

COON RAPIDS
Minnesota

To: Steve Gatlin

From: Brad Wise

Subject: Expenditure of DWI Forfeit Funds

Date: October 29, 2012

The Police Department is work to better securing vehicles stored on the vehicle forfeiture lot located at the Public Works site. This lot has suffered approximately $10,000 worth of loss in fence repair or items stolen from forfeited cars over the last few years. At this time we have 65 vehicles, 3 motorcycles, 5 trailers and multiple evidence items between all of the forfeiture lots, Evidence Shed and outside storage in the area. I am asking you to authorize spending money from the Law Enforcement DWI Forfeiture Fund for equipment to enhance forfeiture lot security.

We have found tool to aid with lot security called the FlashCam 880SX. This is a pole mounted standalone surveillance camera system. This system has a wireless download feature that would not require climbing a ladder to retrieve the images. It has a programmable flash that works out to 150 ft on people and 250 ft on license plates. I have been told this type of camera system has been used elsewhere in all sorts of surveillance situations with great success.

We would like to purchase one camera system from the DWI Forfeiture account (74600). The total expense would be no more than $7000.

Steve Gatlin, City Manager

Brad Wise, Police Chief

This should be coded to 74600-6543

Q-STAR TECHNOLOGY

2012 PRICE LIST

Effective June25, 2012

FlashCAM-770SX Starter Pack A — *$5,650*

Digital Vandalism Deterrent System RSP Package

Similar to the FlashCAM-880SX without the wireless download feature

(1) FlashCAM-770SX

- (1) Wall mounting bracket hardware
- (1) Quick Move Adapter
- (1) 2.0 GB Secure Digital Memory Card
- (1) Battery Charger
- (1) RF Keyfob controller
- (LOT) 1 set of mounting tools and User's Manual PER ORDER

(1) FlashCAM-DB2 Decoy

(1) RSP-1 Remote Solar Panel

(6) Quick Move Adaptors *(total of 7 in starter pack A)*

FlashCAM-770SX Starter Pack B — ~~*$5,650*~~

Digital Vandalism Deterrent System DB-2 Package

Similar to the FlashCAM-880SX without the wireless download feature

(1) FlashCAM-770SX

- (1) Wall mounting bracket hardware
- (1) Quick Move Adapter
- (1) 2.0 GB Secure Digital Memory Card
- (1) Battery Charger
- (1) RF Keyfob controller
- (LOT) 1 set of mounting tools and User's Manual PER ORDER

(2) FlashCAM-DB2 Decoy

(6) Quick Move Adaptors *(total of 7 in starter pack B)*

Q-Star Technology, LLC. 2730 Monterey Street, Suite #106 Torrance, CA 90503 T: 310.294.8194 F: 310.781.1025
qstar@qstartech.com www.qstartech.com

FlashCAM-880SX Digital System with Wireless Download Specifications

System is SOLAR CHARGED, PORTABLE, SIMPLE TO INSTALL

Wireless download of pictures onto a laptop computer

Customer Hardware Requirement for Wireless Download: A laptop computer with 802.11b wireless capability and either Microsoft Windows 2000, XP, Vista or Windows 7 operating system

Operating range: Up to 100 feet

Sensing device: IR Motion Sensor with Variable Trigger Options - adjustable sensor delays to reduce false triggers.

Camera: 12-14 megapixels Digital Camera resolution (depending on availability)

Bright Flash: Proprietary design. Captures night time images and acts as deterrence. (Can be disabled.)

Camera Memory: 2.0 Gigabyte Secure Digital Memory Card.

Photographs per event: User selectable 1, 2, 3 or 4

Optical Zoom: Four selectable discrete ranges

Keyfob Control Modes:

ARM – stays armed until changed
SENSOR – Arms at dusk; disarms at dawn
DISARM – stays disarmed until changed
DOWNLOAD – Wireless download of picture files

Delayed Arm: 0 – 8 hours from dusk (user selectable)

Delayed Take: Can be set for 20 seconds or 60 seconds

Voice output: Supports up to 14 second voice message

Voice record: Pushbutton controls support recording and playback of voice messages

Remote control: Keyfob control to change modes, allow status reporting and reset photo counter

Remote control range: 75 feet

System Status reporting: Via an audible beep code

Setup Modes: Test daylight sensor; motion sensor field-of-view test, and system test, camera date set, License Mode test.

License mode: Sets camera lens to allow photographing reflective surfaces. This allows the camera to capture a license plate number more than 250ft away in TOTAL DARKNESS

System Power: Solar Panel (with 30 Ampere Hour rechargeable battery)

Case: 16 gauge steel with bullet resistant Lexan covering the camera lens

Mounting: Heavy-duty (removal resistant) wall bracket. C-Clamp parapet mounting optional

Dimensions: H: 6.81″ W: 10.21″ D: 11.25″ WEIGHT: 20 LBS.

CONFIDENTIAL INFORMATION - DO NOT REDISTRIBUTE

Q-Star Technology 2730 Monterey Street, Suite #106 Torrance, CA 90503 Tel: 310.294.8194 Fax: 310.781.1025 www.qstartech.com

PRODUCT OVERVIEW

FLASHCAM-880SX DIGITAL DETERRENT SYSTEM

The FlashCAM-880SX is a pro-active deterrence/investigation tool. Because of its high resolution low light imaging capabilities it is very useful as an aide to apprehension and prosecution of crime suspects. However, due to its integrated crime prevention features, it is not dependent on a police response to be effective.

APPLICATIONS

Successful applications for the FlashCAM include prevention and apprehension of crimes such as:

GRAFFITI / ILLEGAL DUMPING / METAL THEFT / VANDALISM / TRESPASSING / LOITERING

FEATURES

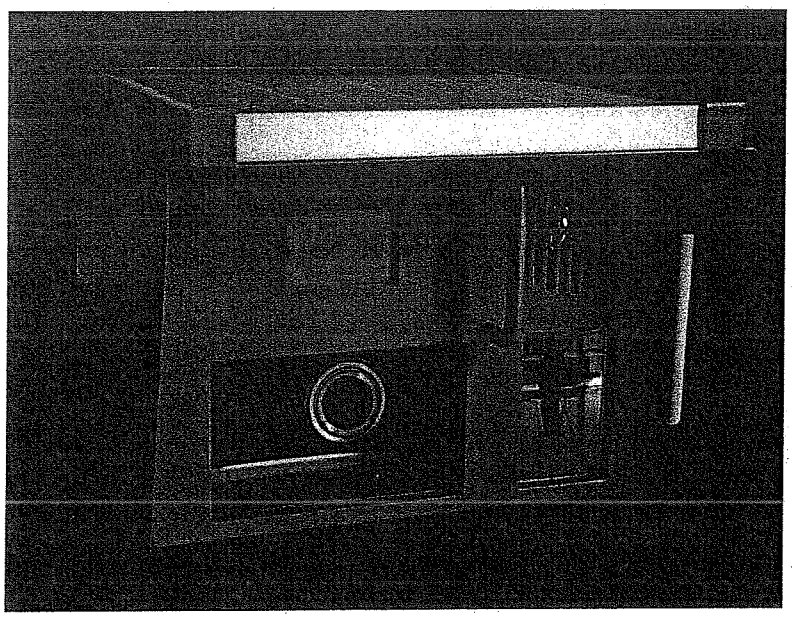
- **PORTABLE**: Completely self-contained. Solar charged battery, no hard wiring required.
- **QUICK INSTALLATION:** Simple "quick move adapter" installation with lag bolts or signage banding.
- **RUGGED DESIGN**: Vandal resistant. Made of 16 gauge steel with 0.375 polycarbonate windows.
- **USER CONFIGURABLE CAMERA**: Zoom settings, exposure settings, shutter speed
- **IR MOTION SENSOR WITH VARIABLE TRIGGER OPTIONS**: Customizable sensor delays and day-time sensor delays reduce false triggers.
- **BRIGHT FLASH**: Captures night time images and acts as deterrence, which can also be disabled.
- **HIGH RESOLUTION IMAGE:** 12+ Mega pixel images identifies facial details up to 150′ and license plates at 250′. Used for suspect identification and prosecution.
- **CUSTOMIZABLE AUDIO MESSAGE:** Loud message acts as deterrent.
- **WIRELESS LAPTOP CONNECTION:** For review and download of images in the field.

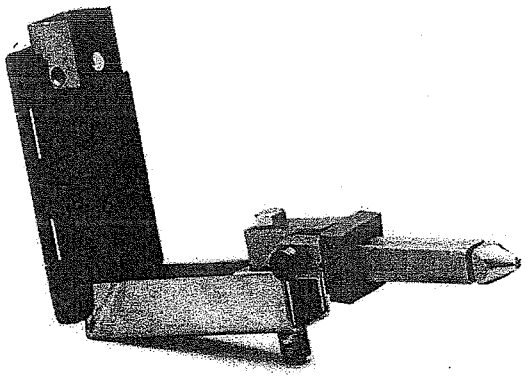
HOW IT WORKS

The FlashCAM-880SX senses motion up to 100 feet away. When motion is detected the system starts taking high resolution digital photographs. A bright flash goes off (if it is dark), and a loud voice message warns the intruder to "leave the area now" and that his photograph is being taken. Photos are 12+ megapixels clear enough to identify vandals and capture a license plate number more than 250ft away in TOTAL DARKNESS.

HOW TO MOUNT THE SYSTEM

The system comes with a Wall Mount. This is a heavy-duty bracket that can be mounted to utility poles or wooden studs using lag bolts, or cement walls using anchor bolts. A padlock is supplied to secure the FlashCAM and to prevent access to the bolts.





RESOLUTION NO. 12-128

RESOLUTION AMENDING THE 2012 LAW ENFORCEMENT PROGRAMS FUND BUDGET

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

WHEREAS, the 2012 budget does not include funds for a surveillance camera system; and

WHEREAS, the cost to complete the purchase is estimated to be $7,000; and

WHEREAS, funds are available in the DUI Forfeitures activity in the Law Enforcement Programs Fund to allocate to this purchase from other charges; and

WHEREAS, Capital Outlay purchases must specifically be identified per the City Code 2-803,

NOW, THEREFORE, BE IT RESOLVED by the City Council of Coon Rapids, Minnesota to allocate $7,000 to capital outlay from the DUI Forfeitures activity in the Law Enforcement Programs Fund for the purchase of surveillance camera system.

Adopted this 4th day of December, 2012.

_____
Tim Howe, Mayor

ATTEST:

_____
Catherine M. Sorensen, City Clerk

City Council Regular **9.**

Meeting Date: 12/04/2012

Subject: Cons. Joint Powers Agreement with Anoka County for the Construction of a Reader Board Monument at Bunker Hills Regional Park

From: Tim Himmer, Public Works Director

INTRODUCTION

City staff and Anoka County have been working on the planning and construction of a reader board monument sign at Bunker Hills Regional Park for some time. The reader board will be used by both groups to advertise the various activities and facilities located within the park. The project estimate is approximately $175,000, with a 50-50 cost split between the entities. The Joint Powers Agreement (JPA), which was approved by the Anoka County Board earlier this month, outlines the responsibilities of each entity through project completion.

DISCUSSION

In addition to the 50-50 cost split for project funding, both entities will be providing labor and materials for portions of the work in an effort to keep costs down. The City responsibility of site plan development and grading is now substantially complete. Project plans are currently being reviewed, with the intent to bid the project over the winter and construct the monument in the spring. Both City and County staff have been involved in developing the project plans, and both entities will be providing time in the review, installation, and inspection of the work through completion.

ALIGNMENT WITH STRATEGIC VISION

This item relates to the **Civic Involvement** and **Excellence in Government** sections of the 2030 Strategic Vision in the following way. It fosters inter-governmental relationships to accomplish tasks that are mutually beneficial to each entity, while also providing a benefit to the public and keeping costs to a minimum.

RECOMMENDATION

Approve the Joint Powers Agreement with Anoka County for the Construction of a Reader Board Monument at Bunker Hills Regional Park.

Attachments

Joint Powers Agreement

Anoka County Contract No 2012-0304

JOINT POWERS AGREEMENT
FOR NEW ENTRANCE/ADVERTISING SIGN
FOR THE SOUTH ENTRANCE OF BUNKER HILLS REGIONAL PARK

This Agreement is made and entered into this ____day of_____, 2012, by and between the County of Anoka, a political subdivision of the State of Minnesota, 2100 Third Avenue North, Anoka, Minnesota 55303 ("County"), and the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, a municipal corporation under the laws of the State of Minnesota, 11155 Robinson Drive Northeast, Coon Rapids, Minnesota 55433 ("City").

WITNESSETH

WHEREAS, the entrance to County's Bunker Hills Regional Park is located at the intersection of Main Street and Foley Boulevard in the city of Coon Rapids; and

WHEREAS, the entrance to the City's Bunker Hill's Golf Course is also located at the intersection of Main Street and Foley Boulevard in the city of Coon Rapids; and

WHEREAS, the County and the City agreed that it is mutually desirable to jointly develop and operate a new entrance/advertising sign at the entrance to both the Bunker Hills Regional Park and Bunker Hill's Golf Course; and

WHEREAS, pursuant to the provisions provided for herein, the parties agree that it is in their best interest that the cost of the design, construction and operation of the new entrance/ advertising sign be shared; and

WHEREAS, Minnesota Statute, Section 471.59 authorizes political subdivisions of the State to enter into joint Powers agreements for the joint exercise of powers common to each.

NOW, THEREFORE, IT IS MUTUALLY STIPULATED AND AGREED AS FOLLOWS:

I. PURPOSE

The parties have joined together for the purpose of designing, constructing and operating a new entrance/advertising sign at the location of the entrance to both the Bunker Hill's Golf Course and Bunker Hills Regional Park, and Foley Boulevard ("Project").

II. METHOD

A. Design

The City shall provide all design services to prepare the plans and specifications for the Project. The City shall not go out for bids until such time as the County has approved, in writing the plans and specifications for the Project.

B. Bidding/Contract Award

The City shall call for all bids, accept all bid proposals, and shall cause the construction of the Project in conformance with the County approved plans and specifications. The City shall not award a contract for the construction of the Project without the prior written approval of the County.

C. Construction/Landscaping

The City shall be responsible for all sign construction including site surveying, grading and earthen fill, sign installation, and utilities.

The County shall develop a landscape plan for the Project and submit the same to the City for approval. The County shall be responsible for paying for and constructing the landscaping in accordance with mutually agreeable landscape plan. The City shall maintain the landscape as a component of the Bunker Hill's Golf Course.

D. Schedule

Construction of the Project shall begin not later than the fall of 2012 and be operational not later than July 1, 2013.

III. COSTS

A. Construction Costs

The contract cost of the work, or if the work is not contracted, the cost of all labor, materials, normal engineering costs and equipment rental required to complete the work, shall constitute the actual "Construction Costs" and shall be so referred to herein. Construction Costs shall not include landscaping which shall be the responsibility of the County.

B. Payment of Construction Costs

The City shall be responsible for paying all Construction Costs. The County shall reimburse the City for one-half of the Construction Costs, provided the County's share shall not exceed $100,000.00. The County shall not be obligated to pay for its share of the Construction Costs until such time as it has received project specific grant funds from the Metropolitan Council. If the County has not received said Grant funds by December 31, 2017, the County shall pay its share of the Construction Costs to the City by not later than January 31, 2018.

IV. OWNERSHIP/OPERATIONS/MAINTENANCE

The City shall own the Project and shall be responsible for the cost of maintaining, repairing and operating the Project. Notwithstanding the foregoing, the County shall reimburse the City for one half of the cost of individual specific repairs to the Project

which exceed $500.00. Within 30 days of receipt of documentation satisfactory to the County, the County shall pay the City for its share of the individual specific repairs. The County shall reimburse the City on a quarterly basis for the electrical utility costs to operate the Project.

V. DISPLAY TIME

The County and the City shall share the ongoing display time on the Project on a 50/50 basis. The County and the City will be responsible for providing their own graphics for display in a form suitable for posting. The day-to-day programming for the Project shall be performed and managed by the City.

VI. TERM

This Agreement shall continue until terminated by mutual agreement of the parties.

VII. DISBURSEMENT OF FUNDS

All funds disbursed by the County or City pursuant to this Agreement shall be disbursed by each entity pursuant to the method provided by law.

VIII. CONTRACTS AND PURCHASES

All contracts let and purchases made pursuant to this Agreement shall be made by the City in conformance to the State laws.

IX. STRICT ACCOUNTABILITY

A strict accounting shall be made of all funds and report of all receipts and disbursements shall be made upon request by either party.

X. NOTICE

For purposes of delivery of any notices hereunder, the notice shall be effective if delivered to the County Administrator of Anoka County, 2100 Third Avenue North, Anoka, Minnesota 55303, on behalf of the County, and the City Administrator of Coon Rapids, 11155 Robinson Dr., Northeast, Coon Rapids, MN 55433, on behalf of the City.

XI. INDEMNIFICATION

The City and the County mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement.

XII. ENTIRE AGREEMENT REQUIREMENT OF A WRITING

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and all negotiations between the

parties relating to the subject matter thereof, as well as any previous agreement presently in effect between the parties to the subject matter thereof. Any alterations, variations, or modifications of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.

(Rest of page left intentionally blank)

IN WITNESS WHEREOF, the parties of this Agreement have hereunto set their hands on the dates written below:

COUNTY OF ANOKA

By: _____
Rhonda Sivarajah, Chair
Anoka County Board of Commissioners

Dated: _____

By: _____
Jerry Soma
County Administrator

Dated: _____

CITY OF COON RAPIDS

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Dated: _____

APPROVED AS TO FORM

By: _____
Dan Klint
Assistant County Attorney

Dated: _____

Approved as to form
D Klint
City Attorney

I:\atty\CIV\DK\CONTRACT\2012\JPA for new sign At Bunker Hills.docx